THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT

TUESDAY, FEBRUARY 10, 2026 8:45 AM
Kathleen C. Wright Building
600 Southeast Third Avenue, Board Room
Fort Lauderdale, Florida 33301

AGENDA FOR REGULAR SCHOOL BOARD MEETING

REGULAR SCHOOL BOARD MEETING CAN BE VIEWED VIA LIVE STREAM OVER THE INTERNET ON THE DISTRICT'S WEBSITE (www.browardschools.com).

Second Update 2/9/26 - Updated 2/6/26 - Supplemental 2/3/26

School Board meetings will be held with Board Members being physically present and via electronic communication. This advertised Regular School Board Meeting will be accessible virtually. **Public Written Agenda Comments - Members of the public may submit public written comments by selecting the eComments tab at the following District webpage: https://www.browardschools.com/Page/55263. Public Written Agenda Comments must be submitted no later than 1:00 p.m. the day before the published date of the School Board Meeting or Workshop. Anonymous comments will not be accepted; therefore, written comments must include the person's name, city of residence, and zip code. Written agenda comments may not exceed a maximum of twenty-two hundred and fifty (2250) characters.** Pursuant to School Board Policy 1020, the public may speak a total of twelve (12) minutes during any single meeting. Additionally, in the event a large group of individuals (ten (10) or more) sign-up to speak on any one agenda item, the Board Chair has the authority to adjust the time limit for each speaker to speak less than the three (3) minutes usually permitted or limit the overall time speakers will be heard on that item.

Free guest parking is available at the southeast 3rd Avenue parking lot on all School Board meeting dates.

CALL TO ORDER

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

MINUTES FOR APPROVAL

Minutes
December 16, 2025 - Regular School Board Meeting
January 6, 2026, - Special Meeting
January 21, 2026 - Special Meeting - Expulsions
January 13, 2026 - Special School Board Meeting (ADDED)
January 21, 2026 - Regular School Board Meeting (ADDED)

12-16-25 Reg Mtg Min.pdf

01-06-26 Special Mtg Min.pdf
01-13-26 Special Mtg Min-ADDED.pdf
01-21-26 Reg Mtg Min-ADDED.pdf

ADDED / CHANGED ITEMS

February 9, 2026

ITEMS
B-1. Secure the Next Generation Referendum Renewal Audit Report (ADDED / SPECIAL ORDER - 2:00 P.M.)
G-1. Conflict of Interest Waiver Request - Greenberg Traurig, P.A. (ADDED)
G-2. Conflict of Interest Waiver Request - GrayRobinson, P.A. (ADDED)
M-1. Second Amendment to the Recreation License Agreement (WITHDRAWN)
S-1. Winter Guard International Inc. (ADDED)
GG-1. Settlement Agreement - HANDY (ADDED)
RR-4. Resolution No. 26-129 in Support of Broward County Public Schools Advancing Education Powered by Artificial Intelligence (AI) (WITHDRAWN)

SPEAKERS
5. Mark Merwitzer (A.M.) (ADDED)

2. Joyce Claxton (P.M.) (ADDED)
3. Lisa Quinn (P.M.) (ADDED)
4. Dianne Bishop (P.M.) (ADDED)
5. Deidre Ferenc (P.M.) (ADDED)

February 6, 2026

MINUTE(S)
January 21, 2026 – Regular School Board Meeting (ADDED)

ITEMS
H-1. Appointments, Leaves, and Separations of Employment (REVISED)
H-2. Employee Corrective Actions/Probationary Release (REVISED)
CC-1. Final Order on Broward County School Board vs. Rhonda Daniels (SPECIAL ORDER - 1:00 P.M.)
FF-2. Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2025 (WITHDRAWN)

SPEAKERS
4. Joey Eida (A.M.) (ADDED)

1. Sharifa Mckenley (P.M.) (ADDED)

February 3, 2026

MINUTE(S)
January 13, 2026 – Special School Board Meeting (ADDED)

ITEMS

H-1. Appointments, Leaves, and Separations of Employment (ADDITIONAL INFORMATION)
H-2. Employee Corrective Actions/Probationary Release (ADDITIONAL INFORMATION)
H-3. Supplemental Pay Positions 7 (ADDITIONAL INFORMATION)
BB-1. Interim Chief Auditor Appointment and Contract Negotiations (ADDED)
OO-1. FY20-121 – Guaranteed Energy Performance Contracting Services (REVISED)
OO-7. AGR25-084 - Barry University, Inc. Emergency Medical Technician (EMT) (ADDED)
OO-8. AGR26-121 - CEV Multimedia, LLC (iCEV) (ADDED)
RR-5. Resolution No. 26-130 Calling for a Referendum to be Held on November 3, 2026 (WITHDRAWN)
RR-6. Resolution #26-131 in Support of Hands-Free Wireless Communication Device (ADDED)

SPEAKERS

1. Nathalie Lynch-Walsh (A.M.) (ADDED)
2. Trudy Jermanovich (A.M.) (ADDED)
3. Natalie Pellicer (A.M.) (ADDED)

CLOSE AGENDA

IN MEMORIUM

Ross Unger	Teacher – World Language Spanish Nova Middle	Born: June 10, 1958 Deceased: January 15, 2026
James Mader	Teacher – Music General High Boyd H. Anderson High School	Born: August 10, 1966 Deceased: January 27, 2026

SPEAKERS

1. Nathalie Lynch-Walsh (A.M.) - ADDED
2. Trudy Jermanovich (A.M.) - ADDED
3. Natalie Pellicer (A.M.) - ADDED
4. Joey Eida (A.M.) - ADDED
5. Mark Merwitzer (A.M.) - ADDED

***** CONSENT AGENDA *****

AGENDA COMMENTS

ITEMS

Consent agenda items will be noted by a single letter, and open agenda items will be noted by double letters in accordance with Policy 1020.

H. HUMAN RESOURCES (CONSENT)

H-1. Appointments, Leaves, and Separations of Employment
ADDITIONAL INFORMATION
REVISED
Approve the appointments, leaves, and separations of employment. District-wide

Additional Information Memo.pdf
Memo to Revise.pdf

H-2. **Employee Corrective Actions/Probationary Release**
ADDITIONAL INFORMATION
REVISED
Approve employee discipline and corrective actions. District-wide

Additional Information Memo.pdf
Memo to Revise.pdf

H-3. **Supplemental Pay Positions 7**
ADDITIONAL INFORMATION
Approve the supplemental pay positions for the 2025/2026 school/fiscal year. District-wide

Additional Information Memo.pdf

A. ACADEMICS (CONSENT)

A-1. **West Coast University, Inc.**
Approve the agreement between West Coast University, Inc. and The School Board of Broward County, Florida. District-wide

Executive Summary.pdf
Agreement.pdf

A-2. **Kennesaw State University**
Approve the agreement between Kennesaw State University and The School Board of Broward County, Florida. District-wide

Executive Summary.pdf
Agreement.pdf

B. BOARD MEMBERS (CONSENT)

B-1. **Secure the Next Generation Referendum Renewal Audit Report Recommendations**
ADDED / SPECIAL ORDER - 2:00 P.M.
Approve and direct the Superintendent of Schools to implement the recommendations set forth in the Office of the Chief Auditor's Secure the Next Generation Referendum Renewal Audit Report. (Cervera)

The office of the Superintendent, Chief of Staff received a request from District 3 Board Member Sarah Leonardi and District 9 (At Large) Board Member Debra Hixon to co-sponsor this agenda item.

Executive Summary.pdf
Audit Report.pdf

C. OFFICE OF THE SUPERINTENDENT (CONSENT)

E. SAFETY & SECURITY (CONSENT)

F. FINANCIAL MANAGEMENT (CONSENT)

F-1. Surplus of Tangible Personal Property for the Period Ended December 31, 2025

Approve the Surplus of Tangible Personal Property for the Period Ended December 31, 2025. District-wide

Executive Summary.pdf
Surplus Report December 2025.pdf

F-2. Budget Report for the Period Ended December 31, 2025

Approve the Budget Reports for the period ended December 31, 2025. District-wide

Executive Summary.pdf
December 2025 Budget Report.pdf
F-2 Response.pdf

G. GENERAL COUNSEL (CONSENT)

G-1. Conflict of Interest Waiver Request - Greenberg Traurig, P.A.
ADDED

Approve the request for conflict of interest waiver, dated January 26, 2026, by Greenberg Traurig, P.A. District-wide

Executive Summary.pdf
Waiver Request.pdf

G-2. Conflict of Interest Waiver Request - GrayRobinson, P.A.
ADDED

Approve the request for conflict of interest waiver, dated February 4, 2026, by GrayRobinson, P.A. District-wide

Executive Summary.pdf
Waiver Request.pdf

J. CAPITAL PROGRAMS (CONSENT)

L. CHIEF OF STAFF & COMMUNICATIONS (CONSENT)

M. STRATEGY & INNOVATION (CONSENT)

M-1. Second Amendment to the Recreation License Agreement
WITHDRAWN

Approve the Second Amendment to the Recreation License Agreement (RLA) between the School Board of Broward County, Florida (SBBC) and the City of Dania Beach (CITY). District 1

Executive Summary.pdf
Second Amendment to Recreation License Agreement.pdf

Memo to Withdraw.pdf

O. OPERATIONS (CONSENT)

O-1. Superintendent's Recommendations for Pre-Qualification Certification
Approve the Recommendations of the Qualification, Selection, and Evaluation Committee (QSEC) Meeting held on January 15, 2026, to certify, re-certify firms, increase pre-qualification limits for specific firms, and revoke those that did not renew, as reflected in the attached Superintendent Recommendations - Tracking Report. District-wide

Executive Summary.pdf
Superintendent Recommendation.pdf
Pre-Qualification Report.pdf

O-2. SDOP Summary of Progress Report - October 1, 2025 - December 31, 2025
Receive SDOP Summary of Progress for the October 1, 2025 - December 31, 2025 Reporting Period. District-wide

Executive Summary.pdf
Summary of Progress.pdf

S. SCHOOLS (LEARNING COMMUNITIES) (CONSENT)

S-1. Winter Guard International Inc.
ADDED
Approve the agreement between The School Board of Broward County, Florida (SBBC), and Winter Guard International Inc. (WGI) for students to be able to compete in color guard and percussion events through April 2026. District-wide

Executive Summary.pdf
WGI PGMA Agreement.pdf

T. INFORMATION SYSTEMS (CONSENT)

***** END OF CONSENT AGENDA *****

COMMITTEE REPORTS

(Committee Reports listed on the Regular School Board Meeting agenda will be heard immediately following the Consent Agenda.)
Broward County Council PTAs/PTSAs
Broward Education Foundation
Employee Unions/Groups
Parent Teacher Organization (PTOs)

SUPERINTENDENT'S REPORT

***** REGULAR/OPEN AGENDA *****

HH. HUMAN RESOURCES (OPEN)

AA. ACADEMICS (OPEN)

BB. BOARD MEMBERS (OPEN)

BB-1. Interim Chief Auditor Appointment and Contract Negotiations
ADDED
Appoint Mark Magli as Interim Chief Auditor reporting to The School Board of Broward County, Florida. Permit the Board Chair and General Counsel to conduct negotiations and bring forth the negotiated contract to the next available School Board meeting. (Bulman)

Executive Summary.pdf

CC. OFFICE OF THE SUPERINTENDENT (OPEN)

CC-1. Final Order on Broward County School Board vs. Rhonda Daniels
SPECIAL ORDER - 1:00 P.M.
Approve the Final Order adopting the Recommended Order entered on December 23, 2025, by Meredith C. Hinshelwood, Administrative Law Judge, in the matter of Broward County School Board vs. Rhonda Daniels, Case No.24-4894TTS, before the State of Florida Division of Administrative Hearings. District 1

Executive Summary.pdf
Proposed Final Order.pdf

DD. CHIEF AUDITOR (OPEN)

EE. SAFETY & SECURITY (OPEN)

FF. FINANCIAL MANAGEMENT (OPEN)

FF-1. Grant Applications - Pre & Post-Submission
Approve the submission of the following grant applications. District-wide

Executive Summaries.pdf

FF-2. Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2025
WITHDRAWN
Approve the audited Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2025. District-wide

Memo to Withdraw.pdf

GG. GENERAL COUNSEL (OPEN)

GG-1. Settlement Agreement with HANDY
ADDED
Approve the Settlement Agreement between The School Board of Broward County, Florida (SBBC) and Helping Advance and Nurture the Development of Youth, Inc. (HANDY). District-wide

Executive Summary.pdf
Settlement Agreement.pdf

JJ. CAPITAL PROGRAMS (OPEN)

JJ-1. Change Order #7 - Whiddon-Rogers EC, P.001711
Approve Change Order #7 granting 416 additional calendar days. District 3

Executive Summary.pdf
Change Order.pdf
Time Impact Analysis (TIA).pdf
Approved COI Log.pdf
Collaboration Form.pdf

JJ-2. Change Order #8 - Blanche Ely HS, P.001646
Approve Change Order #8 in the amount of $264,227. District 7

Executive Summary.pdf
Change Order.pdf
Approved COI Log.pdf
Collaboration Form.pdf

JJ-3. Change Order #10 - Ramblewood ES, P.001725
Approve additional funding in the amount of $75,000 and approve Change Order #10 in the amount of $57,231.99. District 4

Executive Summary.pdf
Change Order.pdf
Approved COI Log.pdf
Collaboration Form.pdf

JJ-4. Change Order #21 - McArthur HS, P.001954
Approve Change Order #21 in the amount of $114,898.92. District 1

Executive Summary.pdf
Change Order.pdf
Approved COI Log.pdf
Collaboration Form.pdf

JJ-5. Change Order #22 - South Broward HS, P.001838
Approve Change Order #22 granting 295 additional calendar days. District 1

Executive Summary.pdf
Change Order.pdf
Time Impact Analysis (TIA).pdf
Approved COI Log.pdf
Collaboration Form.pdf

JJ-6. Change Order #35 - Nova HS, P.001817
Approve Change Order #35 in the amount of $130,267.61. District 6

Executive Summary.pdf
Change Order.pdf
Approved COI Log.pdf
Collaboration Form.pdf

JJ-7. **Request to Transfer and Reallocate Project Funds - McArthur HS, P.001954**
Approve the request to transfer $100,000 of the remaining project contingency from the New Classroom Addition (P.002892) to the primary renovation project (P.001954) at McArthur High School and approve staff's recommendation to utilize existing project funding to increase the project scope to include the purchase and installation of furniture in Building 1 at McArthur High School. District 1

Executive Summary.pdf
Itemized Furniture List.pdf
ADEFP.pdf
Collaboration Form.pdf

JJ-8. **Sixth Amendment to PSA - Margate MS, P.001836**
Approve the Sixth Amendment to the Professional Services Agreement between The School Board of Broward County, Florida, and LIVS Associates, LLC. District 7

Executive Summary.pdf
Sixth Amendment.pdf
Collaboration Form.pdf

JJ-9. **Final Acceptance, Release of Retainage - Silver Lakes MS, P.002144-FSP**
Approve Final Acceptance of the Project, Release of Retainage, and a time extension of 406 days to Substantial Completion. District 4

Executive Summary.pdf
Closeout Documents.pdf
Collaboration Form.pdf

JJ-10. **Final Acceptance, Release of Retainage - Charles Drew FRC, P.001848**
Approve Final Acceptance of the Project, Release of Retainage, a time extension of 119 days to Substantial Completion, and a time extension of 660 days between Substantial and Final Completion. District 7

Executive Summary.pdf
Closeout Documents.pdf
Collaboration Form.pdf

JJ-11. **Final Acceptance, Release of Retainage - Coconut Palm ES, P.002088**
Approve Final Acceptance of the Project, Release of Retainage, a time extension of 511 days to Substantial Completion, and a time extension of 70 days between Substantial and Final Completion. District 2

Executive Summary.pdf
Closeout Documents.pdf
Collaboration Form.pdf

JJ-12. **Final Acceptance, Release of Retainage - Driftwood ES, P.002064-RC1**
Approve Final Acceptance of the Project, Release of Retainage, a time extension of 34 days to Substantial Completion, and a time extension of 19 days between Substantial and Final Completion. District 1

Executive Summary.pdf
Closeout Documents.pdf
Collaboration Form.pdf

JJ-13. **Final Acceptance, Release of Retainage - Lauderhill 6-12, P.001801-FSP**
Approve Final Acceptance of the Project, Release of Retainage, a time extension of 262 days to Substantial Completion, and a time extension of 27 days between Substantial and Final Completion. District 5

Executive Summary.pdf
Closeout Documents.pdf
Collaboration Form.pdf

JJ-14. **Final Acceptance, Release of Retainage - Plantation MS, P.001729-RC1**
Approve Final Acceptance of the Project, Release of Retainage, a time extension of 196 days to Substantial Completion, and a time extension of 250 days between Substantial and Final Completion. District 5

Executive Summary.pdf
Closeout Documents.pdf
Collaboration Form.pdf

JJ-15. **Final Acceptance, Release of Retainage - Palmview ES, P.002084-RC1**
Approve Final Acceptance of the Project, Release of Retainage, a time extension of 268 days to Substantial Completion, and a time extension of 334 days between Substantial and Final Completion. District 7

Executive Summary.pdf
Closeout Documents.pdf
Collaboration Form.pdf

LL. CHIEF OF STAFF & COMMUNICATIONS (OPEN)

MM. STRATEGY & INNOVATION (OPEN)

OO. OPERATIONS (OPEN)

OO-1. **FY20-121 – Guaranteed Energy Performance Contracting Services**
This is a companion item to RR-1.
REVISED
Approve the Fourth Amendment to the Agreement between the School Board of Broward County, Florida (SBBC), and Johnson Controls, Inc. (JCI). District-

wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Fourth Amendment.pdf
Memo to Revise.pdf

OO-2. FY21-138 - Program Manager – Cost and Program Controls
Approve the Third Amendment to the Agreement between The School Board of Broward County, Florida, (SBBC), and AtkinsRealis USA, Inc. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Third Amendment.pdf
Evaluation.pdf

OO-3. FY21-192 - Cloud Benefits Management Solution (Licenses)
Approve the Second Renewal, Second Amendment, and Additional Spending Authority in the amount of $270,000 for the Agreement between The School Board of Broward County, Florida (SBBC), and AspireHR, LLC Initial contract term, March 30, 2020, through March 29, 2025. First renewal, March 30, 2025, through March 29, 2026. Second renewal, March 30, 2026, through March 29, 2027. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Second Amendment.pdf
Evaluation.pdf

OO-4. ITB26-131 – Mechanical Insulation Services
Approve the Award of Invitation to Bid (ITB) ITB26-131 – Mechanical Insulation Services to the following four (4) Vendors: 1) Blizzard Air Conditioning, LLC; 2) Peak Air Mechanical, LLC; 3) Thermal Concepts, LLC; 4) Sparta Insulation Company, and approve spending authority in the amount of $1,373,472. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Award Recommendation.pdf

OO-5. ITB-FY23-251 – Asphalt & Play Court Paving, Repairs, Resurfacing, and Striping
Approve the First Renewal and Additional Spending Authority in the amount of $3,476,583 for Invitation to Bid (ITB) ITB-FY23-251 – Asphalt and Play Court Paving, Repairs, Resurfacing, and Striping with the following Vendor: Signature Contracting & Property Management, LLC. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Renewal Letter.pdf
Evaluation.pdf

OO-6. RFP-FY21-188 - Structured Cabling & Enterprise Networking (E-rate)
Approve the First and Second Amendments, First Renewal, and Additional Spending Authority of $8,480,000 for the Agreements between The School Board of Broward County, Florida (SBBC), and the following three (3) Vendors: 1) TheIPGuys.net LLC d/b/a OneNet Global; 2) United Data Technologies, Inc.; 3) Universal Cabling Systems Inc. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
First Amendments-2_ONLINE.pdf
Second Amendment.pdf
Renewal Letters-3.pdf
Evaluations-3.pdf

OO-7. AGR25-084 - Barry University, Inc. Emergency Medical Technician (EMT)
ADDED
Approve the Additional Spending Authority of $358,850 for the Agreement between The School Board of Broward County, Florida (SBBC), and Barry University, Inc. (Barry). District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf

OO-8. AGR26-121 - CEV Multimedia, LLC (iCEV)
ADDED
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and CEV Multimedia, LLC (iCEV), and the spending authority of $1,200,000. District-wide

Executive Summary.pdf
FInancial Analysis Worksheet.pdf
Agreement.pdf

PP. POLICIES (OPEN)

RR. RESOLUTIONS (OPEN)

RR-1. Resolution No. 26-126 - Energy Lease Purchase Financing #5
This is a companion item to OO-1.
Adopt Resolution No. 26-126 - Energy Lease Purchase Financing #5; District-wide

Executive Summary.pdf
Resolution 26-126.pdf
Forms of Exhibits A-D.pdf

RR-2. Resolution No. 26-127 - General Obligation School Bonds, Series 2026
SPECIAL ORDER - 12:30 P.M.
Adopt Resolution No. 26-127 approving the negotiated sale of General Obligation School Bonds (GOSBs), Series 2026 (GOSBs 2015 Refunding) in an aggregate principal amount not to exceed $36,565,000; District-wide

Executive Summary.pdf
Resolution 26-127.pdf
Forms of Exhibits A-F.pdf

RR-3. Resolution No. 26-128 - Certificates of Participation, Series 2026A
SPECIAL ORDER - 12:30 P.M.
Adopt Resolution No. 26-128 approving the negotiated sale of Certificates of Participation, Series 2026A (COPs 2016A and 2016B Refunding) in an aggregate principal amount not to exceed $117,255,000; District-wide

Executive Summary.pdf
Resolution 26-128.pdf
Forms of Exhibits A-G.pdf

RR-4. Resolution No. 26-129 in Support of Broward County Public Schools Advancing Education Powered by Artificial Intelligence (AI)
WITHDRAWN
Adopt Resolution No. 26-129 in Support of Broward County Public Schools Advancing Education Powered by Artificial Intelligence (AI). District-wide

Executive Summary.pdf
Resolution 26-129.pdf
Memo to Withdraw.pdf

RR-5. Resolution No. 26-130 Calling for a Referendum to be Held on November 3, 2026
WITHDRAWN
Adopt Resolution No. 26-130 Calling for a Referendum to be Held on November 3, 2026, for the School Board of Broward County, Florida on a Question Regarding a Levy of Ad-Valorem Taxes for Essential Operational Expenses. District-wide

Memo to Withdraw.pdf

RR-6. Resolution #26-131 in Support of Hands-Free Wireless Communication Device
ADDED
Adopt Resolution #26-131 in Support of Hands-Free Wireless Communication Device Use While Driving. (Cervera)

Executive Summary.pdf
Resolution 26-131.pdf

SS. SCHOOLS (LEARNING COMMUNITIES) (OPEN)

TT. INFORMATION SYSTEMS (OPEN)

SPEAKERS

4:00 p.m. (Public Speakers for the Regular School Board Meeting will be heard at 4 p.m. or

immediately following the meeting, whichever is earliest.)

1. Sharifa Mckenley (P.M) - ADDED
2. Joyce Claxton (P.M.) - ADDED
3. Lisa Quinn (P.M.) - ADDED
4. Dianne Bishop (P.M.) - ADDED
5. Deidre Ferenc (P.M.) - ADDED

BOARD MEMBER DISCUSSION(S)

CLOSED DOOR - None scheduled for this meeting.

ATTORNEY CLIENT SESSION(S) - None scheduled for this meeting.

ADJOURNMENT

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or email eeo@browardschools.com.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or email eeo@browardschools.com. Language Interpretation/Translation Services are available for the public upon request to the Bilingual/ESOL Department by emailing ESOLRequests@browardschools.com.

Any person who decides to appeal any decision made at a meeting(s) announced by this Notice with respect to any matter considered at such meeting(s) will need a record of the proceedings and for such purpose may need that a verbatim record of the proceeding is made, which records testimony and evidence upon which the appeal is to be based.

Telephone conferencing or other telecommunications technology may be used in conducting this public meeting to permit absent Board Members to participate in discussions, to be heard by other School Board Members and the public, and to hear discussions taking place during the meeting.

Notice is hereby given that two or more Board Members of The School Board of Broward County, Florida, may be participating.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	L. Communications & Legislative Affairs
DEPARTMENT:	Official School Board Records

Agenda Item Number:	
Consent or Open Item:	Minutes
Special Order:	NO
Time for Special Order:	

TITLE:

Minutes

REQUESTED ACTION:

December 16, 2025 - Regular School Board Meeting
January 6, 2026, - Special Meeting
January 21, 2026 - Special Meeting - Expulsions
January 13, 2026 - Special School Board Meeting (ADDED)
January 21, 2026 - Regular School Board Meeting (ADDED)

RATIONALE:

EXHIBITS:

FINANCIAL IMPACT:

STRATEGIC PLAN ALIGNMENT:
Student Focus Outcomes

OR **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:		Phone:	
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

John Sullivan, Chief Communications & Legislative Affairs

Signature

John J. Sullivan, Chief Communications & Legislative Affairs

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____
School Board Chair

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

OFFICE OF THE SUPERINTENDENT

December 16, 2025
Tuesday, 8:45 a.m.

MINUTES OF REGULAR MEETING

The School Board of Broward County, Florida, met in special session at 8:48 a.m. in the Board Room of the Kathleen C. Wright Administrative Center, 600 Southeast Third Avenue, Fort Lauderdale, Florida. Present were: School Board Members Sarah Leonardi, Chair; Dr. Jeff Holness, Vice Chair; Lori Alhadeff; Adam Cervera, Esq.(Telephonically); Debra Hixon; Maura McCarthy Bulman; Nora Rupert; Rebecca Thompson; Dr. Allen Zeman; Dr. Howard Hepburn, Superintendent of Schools; Marylin Batista, General Counsel; and Kathelyn Jacques-Adams, Interim General Counsel.

Call to Order The Chair called the meeting to order. The Stranahan High School JROTC presented the colors, and a student from New River Middle School led The Pledge of Allegiance to the Flag of the United States of America.

Moment of Silences were held for Iker Arriola, a 12th grade student at Cypress Bay High School; and Matias Bermudes Rada, an 8th grade student at Tequesta Trace Middle School.

Minutes for Approval Motion was made by Dr. Zeman, seconded by Mrs. Alhadeff and carried, to approve the official Minutes for the following Board Meetings:
Mrs. Bulman was absent for the vote. (8-0 vote)
• November 12, 2025 - Special Meeting - Expulsions
• November 12, 2025 - Regular School Board Meeting
• November 18, 2025 - Annual Organizational Meeting
• November 18, 2025 - Special School Board Meeting

Added/Changed Items The Superintendent released a revised agenda with certain changes for this meeting and published it on the school District's website on December 2, 2025, December 10, 2025, December 15, 2025, and December 16, 2025:
Added: S-2, S-3, JJ-10 through JJ-34, OO-7 through OO-14
Added Minutes: November 18, 2025 - Annual Organizational Meeting, November 18, 2025 - SSBM
Added Session: Second Attorney Client
Added Speakers (AM): Nathalie Lynch-Walsh, Delvin King, Liliana Ruido, Anna Fusco, Trudy Jermanovich
Added/Special Order: O-4, JJ-35, PP-1, RR-1
Additional Information: H-1, H-2
Revised: OO-5, OO-6

The Chair finds pursuant to Section 120.525, Florida Statues, that good cause exists for such changes and accepts the revised agenda.

Close Agenda Upon motion by Dr. Zeman, seconded by Mrs. Hixon and carried, the Agenda was approved and declared closed.
Mrs. Bulman was absent for the vote. (8-0 vote)

In Memorium

Jorge Gonte Rivera	Software Engineer Data Intelligence	Born: November 20, 1966 Deceased: November 11, 2025

Speakers

1. Nathalie Lynch-Walsh
2. Delvin King
3. Liliana Ruido
4. Anna Fusco
5. Trudy Jermanovich

Consent Agenda Following identification of those items Board Members and members of the public indicated they would like considered separately, motion was made by Mrs. Rupert seconded by Dr. Zeman and carried, to approve the Consent Agenda for the remaining items (identified by *). (9-0 vote)

Open Agenda Following identification of those items Board Members and members of the public indicated they would like considered separately, motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Open Items that were not indicated to be pulled for discussion. (9-0 vote)

***** CONSENT AGENDA *****

Items Consent agenda items will be noted by a single letter, and open agenda items will be noted by double letters in accordance with Policy 1020.

H. HUMAN RESOURCES (CONSENT)

***H-1. Appointments, Leaves and Separations of Employment (Approved)**
Approved the appointments, leaves, and separations of employment. District-wide.

H-2. Employee Corrective Actions/Probationary Release
(Approved as Amended)
Motion was made by Dr. Zerman, seconded by Mrs. Hixon, to approve employee discipline and corrective actions. District-wide. **This Motion was superseded by a Motion to Amend (page 3).**
Ms. Thompson voted no. (8-1 vote)

The Chair received public comments.

Board discussion included clarification on a three-day suspension for failure to supervise students; review of cases involving repeated attendance and conduct issues; consideration of a ten-day suspension following a sustained investigation for inappropriate conduct; and inquiries regarding consistency of discipline and whether lesser corrective action could be considered in supervision cases.

Motion to Amend (Carried)
Motion was made by Mrs. Hixon, seconded by Dr. Holness and carried, to change the discipline for Mrs. Seilarine Samuels-Pink to a written reprimand.
Ms. Thompson voted no. (8-1 vote)

The Chair received public comments.

Staff provided a summary of the investigation regarding
Mrs. Seilarine Samuels-Pink's incident.

A vote was taken on the Motion to Amend.

Board discussion included, but was not limited to, clarification of the Board's authority to approve, modify, or reject recommended discipline while preserving employee due-process rights; consideration of process improvements to ensure consistency across the District; and review of cases inquiring whether three-day suspensions were proportionate given the facts, lack of prior discipline, and brief supervision lapses.

Motion to Amend (No Vote Taken)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon, to change the three-day suspension to a one-day suspension for Michelle Benner.

The Chair received public comments.

Comments were made pertaining to whether disciplinary decisions appropriately considered context and mitigating factors; concern that a three-day suspension may not have been proportionate given the absence of prior history; and indication that an alternative or substitute disciplinary action should be considered.

Substitute Motion (Carried)
Motion was made by Dr. Holness, seconded by Dr. Zeman and carried, to reduce the discipline to a written reprimand for Michelle Benner. The employee have some training to understand the importance of ensuring kids are safe regardless of who you tell to watch them.
Ms. Thompson voted no. (8-1 vote)

The Chair received public comments.

Brief comments were made regarding clarification that training would focus on supervision protocols and classroom procedures; confirmation that documentation could verify training completion; acceptance of a friendly amendment; acknowledgment that laws address student supervision; and concerned about the precedent that approving the item could set.

A vote was taken on the Substitute Motion (page 3).

Board discussion included, but was not limited to, aligning discipline more closely with offenses; allowing flexibility for unintentional errors; affirming the Board's authority to amend discipline; and supporting continued process improvements.

A vote was taken on this item as amended.

H-3. Supplemental Pay Positions 5 (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the supplemental pay positions for the 2025/2026 school/fiscal year. District-wide. (9-0 vote)

Comments were made regarding the financial impact of employee supplements; clarification that the item was within the approved allocation; and a request to consider increasing supplement amounts in future years.

A vote was taken on this item.

***H-4. Proposed Revised Job Description for the Vocational and Career Advisor Position (Approved)**
Approved the proposed revised job description for the Vocational and Career Advisor Position. Academics-Student Services. District-wide.

A. ACADEMICS (CONSENT)

***A-1. Florida Gulf Coast University Board of Trustees (Approved)**
Approved the agreement between Florida Gulf Coast University Board of Trustees and The School Board of Broward County, Florida. District-wide.

***A-2. Florida International University Board of Trustees (College of Arts, Sciences & Education) (Approved)**
Approved the agreement between Florida International University Board of Trustees and The School Board of Broward County, Florida. District-wide.

***A-3. Florida International University Board of Trustees (SLP, OT, PT, and Dietetics & Nutrition) (Approved)**
Approved the agreement between Florida International University Board of Trustees and The School Board of Broward County, Florida. District-wide.

A-4. Head Start Program Reports (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Head Start Program Reports. District-wide.
Mrs. Bulman, Dr. Holness, and Ms. Thompson were absent for the vote. (6-0 vote)

Comments were made commending the Head Start program; inquiries regarding seasonal declines in certain early learning indicators; and encouragement was expressed for continued growth in early engagement skills.

A vote was taken on this item.

***A-5. 2025-2026 School Advisory Council (SAC) Membership (Approved)**
Approved the School Advisory Council (SAC) 2025-2026 membership for all district schools as required by the Section 1001.452, Florida Statutes and SBBC Policy 1403 - District-wide.

B. BOARD MEMBERS (CONSENT)

C. OFFICE OF THE SUPERINTENDENT (CONSENT)

C-1. Final Order on Broward County School Board vs. Lori Bacon (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Final Order adopting the Recommended Order entered on October 8, 2025, by Robert S. Cohen, Administrative Law Judge, in the matter of Broward County School Board vs. Lori Bacon, Case No. 24-4491TTS, before the State of Florida Division of Administrative Hearings. District 2.
Mrs. Bulman and Ms. Thompson were absent for the vote. (7-0 vote)

A brief comment was made requesting clarification on an administrative appeal.

A vote was taken on this item.

C-2. Administrative Complaint Dr. Crystal Langley-Walker (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to adopt the Superintendent's recommendation to terminate Dr. Crystal Langley-Walker and transmit the matter to the Division of Administrative Hearings ("DOAH") if the employee timely requests a hearing. District-wide. (9-0 vote)

No discussion was held, and a vote was taken on this item.

C-3. Administrative Complaint Harry F. Marshall (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Alhadeff and carried, to adopt the Superintendent's recommendation to terminate Harry F. Marshall and transmit the matter to the Division of Administrative Hearings ("DOAH"). District 1.
Dr. Holness and Mrs. Rupert voted no. (7-2 vote)

The Chair received public comments.

Board discussion included, but was not limited to, inquiries regarding the employee's fit-for-duty history and reported behaviors; clarification that multiple evaluations had been conducted with no sustained improvement; and confirmation that due process was afforded.

A vote was taken on this item.

E. SAFETY & SECURITY (CONSENT)

F. FINANCIAL MANAGEMENT (CONSENT)

***F-1. Surplus of Tangible Personal Property for the Period Ended October 31, 2025 (Approved)**

Approved the Surplus of Tangible Personal Property for the Period Ended October 31, 2025. District-wide.

F-2. Budget Reports for the Period Ended October 31, 2025 (Approved)

Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to approve the Budget Report for the period ended October 31, 2025. District-wide. (9-0 vote)

The Chair received public comments.

Comments were made regarding the district's financial position and projected fund balances; and clarification was provided on revenue shortfalls and required cost savings.

A vote was taken on this item.

G. GENERAL COUNSEL (CONSENT)

J. CAPITAL PROGRAMS (CONSENT)

L. CHIEF OF STAFF & COMMUNICATIONS (CONSENT)

M. STRATEGY & INNOVATION (CONSENT)

M-1. Charter Application Approval – Summit Academy Charter School II (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the new charter school replication application for Florida Charter School Organization VII, Inc. d/b/a Summit Academy Charter School II to open a charter school serving grades kindergarten through eight (K-8) for the 2026-2027 school year and authorize the Superintendent to issue a notice of approval. District-wide. (9-0 vote)

Comments were made regarding K–8 charter applications and district models; highlighted district advantages and the importance of learning from charter innovations.

A vote was taken on this item.

***M-2. Charter Application Approval – Summit Academy Charter School III**
(Approved)

Approved the new charter school replication application for Florida Charter School Organization VII, Inc. d/b/a Summit Academy Charter School III to open a charter school serving grades kindergarten through eight (K-8) for the 2026-2027 school year and authorize the Superintendent to issue a notice of approval. District-wide.

O. OPERATIONS (CONSENT)

O-1. Superintendent's Recommendations for Pre-Qualification Certification
(Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Recommendation of the Qualification, Selection, and Evaluation Committee (QSEC) Meeting held on November 13, 2025. The District will certify, re-certify firms, increase pre-qualification limits for specific firms, and revoke those that did not renew. Twelve (12) firms representing thirteen (13) licenses will be re-certified; one (1) firm is newly certified; and three (3) firms are automatically revoked. District-wide. (9-0 vote)

No discussion was held, and a vote was taken on this item.

(Following a vote on this item, the Regular School Board Meeting recessed for an Attorney Client session.)

O-2. RFQ26-063 – Design Professional Services McArthur High School Pool
(Approved)

Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to approve the Rejection of all Bids received for Request for Qualifications (RFQ) RFQ26-063 – Design Professional Services McArthur High School Pool and readvertise the RFQ. District 1. (9-0 vote)

Board discussion included rejection of bids due to insufficient participation; the project would be reissued using a design-build approach in January to attract specialized vendors; concerns regarding delays and vendor outreach; and emphasis on the importance of expediting the project due to its impact on the school and surrounding community.

A vote was taken on this item.

***O-3. RFQ26-073 – Third-Party Administrator for Tax -Sheltered Annuities**
(Approved)

Approved the Agreement between The School Board of Broward County, Florida (SBBC), and U.S. Omni & TSACG Compliance Services, Inc. Initial contract term period, January 1, 2026, through December 31, 2028. District-wide.

O-4. RFQ26-059 – Construction Management Agent – Owner's Representative (Approved as Amended)

Motion was made by Dr. Zeman, seconded by Ms. Thompson, to approve the Rejection of all Qualification Statements received for Request for Qualifications (RFQ) RFQ26-059 – Construction Management Agent – Owner's Representative. District-wide. **This Motion was superseded by Motions to Amend.** (9-0 vote)

The Chair received public comments.

Board discussion included, but was not limited to, concerns about repeated RFQ process deficiencies and transparency; confirmation that the District could extend AECOM short-term under emergency procurement rules; acknowledgment that the auditor's report prompted rejection of all bids and review of staff accountability; consideration of reconvening Qualification Selection Evaluation Committee (QSEC) despite a pending bid protest; and discussion of clarifying Policy 7003 to ensure consistent RFQ approval and statutory compliance.

Motion to Amend (Carried)
Motion was made by Dr. Holness, seconded by Dr. Zeman and carried, to bring Policy 7003 to the Board for discussion and revision.
Mrs. Hixon and Ms. Thompson were absent for the vote. (7-0 vote)

The Chair received public comments.

Brief comments were made in support of the motion.

A vote was taken on the Motion to Amend.

The Board had a lengthy discussion that included, but was not limited to, concerns regarding the RFQ process and compliance with state procurement law; inquiries about the role and reporting responsibilities of legal counsel; review of audit findings and their implications for transparency and accountability; consideration of options following rejection of all bids, including emergency contracting and timeline constraints related to the January 17 contract expiration; rejection of rescoring or reconvening the evaluation committee as an adequate remedy; and the need to revise Board policy to clarify authority, process, and oversight.

Second Motion to Amend (Carried)
Motion was made by Dr. Zeman, seconded by Mrs. Alhadeff and carried, to direct the Superintendent to bring a going forward solution to the January 6, 2026, Special School Board Meeting. (9-0 vote)

The Chair received public comments.

A vote was taken on the Second Motion to Amend.

General Counsel clarified the principles of attorney–client representation, noting that the Office of General Counsel represents both the School Board and Superintendent when interests are aligned; and affirmed that outside legal review was sought appropriately, with openness expressed to future clarification of expectations regarding communication and reporting to the Board.

Motion to Extend (Carried)
Motion was made by Mrs. Leonardi, seconded by acclamation of the Board and carried, to extend the Regular School Board Meeting until 6:45 p.m. (9-0 vote)

A vote was taken on the Motion to Extend.

A vote was taken on this item as amended.

S. SCHOOLS (LEARNING COMMUNITIES) (CONSENT)

S-1. Frank C. Campana Academy of Health and Wellness (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the renaming of Driftwood Middle School Academy of Health and Wellness to the "Frank C. Campana Academy of Health and Wellness". District 1. (9-0 vote)

(Following an Attorney Client session, the Regular School Board Meeting commenced with Agenda Item S-1.)

The Chair received public comments.

Board discussion included recognition of Mr. Campana's legacy as an educator and leader; and acknowledgment of the positive impact of the program he created and sustained at Driftwood.

A vote was taken on this item.

S-2. AGR-SS26-138 – West Broward High School Band Trip to London (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Agreement between The School Board of Broward County, Florida (SBBC), and Performance Travel Limited to provide comprehensive travel coordination and logistical support for the West Broward High School band performance trip to London, United Kingdom, scheduled for December 2026. District 2. (9-0 vote)

A brief comment was made acknowledging West Broward High School.

A vote was taken on this item.

***S-3. AGR-SS26-139 – Marjory Stoneman Douglas HS Band Trip to Rome, Italy (Approved)**

Approved the Agreement between The School Board of Broward County, Florida (SBBC), and Performance Travel Limited to provide comprehensive travel coordination and logistical support for the Marjory Stoneman Douglas High School band performance trip to Rome, Italy, scheduled for December 2026. District-9.

T. INFORMATION SYSTEMS (CONSENT)

***** END OF CONSENT AGENDA *****

Committee Reports

(Committee Reports listed on the Regular School Board Meeting agenda will be heard immediately following the Consent Agenda.)
Broward County Council PTAs/PTSAs – Written report
Broward Education Foundation – James Knapp, BEF President & CEO
Employee Unions/Groups – Ana Fusco, BTU President

These reports may be viewed in their entirety at: https://www.browardschools.com/meetingagendas
(Click on School Board Meeting December 16, 2025.)

Superintendent's Report

Superintendent Hepburn encouraged students, staff, and families to rest, reflect, recharge, and enjoy a safe winter break. He acknowledged the many partners and supporters who provided students with meaningful real-world experiences that reinforced classroom learning, and extended holiday greetings to the entire BCPS family.

BECON presented a video recap highlighting key moments from last month.

***** REGULAR/OPEN AGENDA *****

HH. HUMAN RESOURCES (OPEN)

AA. ACADEMICS (OPEN)

BB. BOARD MEMBERS (OPEN)

BB-1. Internal Audit of ITB-FY23-045 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Alhadeff and carried, to direct the Chief Auditor to Conduct an Internal Audit of ITB-FY23-045 Technical Staffing & Consulting Services. (Rupert)
Mrs. Hixon was absent for the vote. Ms. Thompson voted no. (7-1 vote)

The Chair received public comments.

Board discussion included, but was not limited to, concerns regarding consultant usage, oversight, spending authority, and funding alignment; identifying duplicative or unnecessary costs during a budget constraint; and clarification that an audit scope and plan would be required before determining the extent of review.

Inquiries regarding whether district staff could perform functions currently managed by consultants; and the need for workforce and capacity analysis to reduce reliance on consultants and better aligned staffing with operational needs.

Motion to Amend (Failed)
Motion was made by Dr. Zeman, seconded by Mrs. Alhadeff, to revise the requested action to read as follows:
Direct the Chief Auditor and Superintendent's designee to Conduct an Internal ~~Audit~~ Review of ITB-FY23-045 Technical Staffing & Consulting Services. (The intent was to follow auditing procedures.)
Mrs. Hixon was absent for the vote. Mrs. Alhadeff, Mrs. Bulman, Mr. Cervera, Dr. Holness, Mrs. Leonardi, Mrs. Rupert, and Ms. Thompson voted no. (1-7 vote)

The Chair received public comments.

Board discussion included, but was not limited to, clarification of the motion to conduct an internal audit versus an internal review; concerns regarding auditor independence, scope, and roles; discussion of staffing and consultant usage; and clarification that costs could be managed within the existing audit plan.

A vote was taken on the Motion to Amend.

Comments were made concerning the financial impact and whether the audit would fall within the current plan or require additional funding.

A vote was taken on this item.

CC. OFFICE OF THE SUPERINTENDENT (OPEN)

DD. CHIEF AUDITOR (OPEN)

DD-1. RSM Report - Internal Audit of Roofing Process Analysis (Received)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to receive the RSM Audit Report - Internal Audit of Roofing Process Analysis. District-wide.
Dr. Holness was absent for the vote. (8-0 vote)

The Chair received public comments.

Comments were made requesting a summary of the audit's key conclusions; and confirmed that facility and structural assessments were ongoing.

A vote was taken on this item.

DD-2. Internal Audit Report - Property & Inventory Audit of Selected Locations (Received)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to receive Internal Audit Report - Property and Inventory Control Audit of Selected Locations for 2025-2026. District-wide. (9-0 vote)

The Chair received public comments.

No discussion was held, and a vote was taken on this item.

DD-3. Internal Funds Audit Report - Audit of the Business Support Center (Received)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to receive Internal Funds Audit Report - Audit of the Business Support Center. District-wide. (9-0 vote)

An inquiry was made regarding funds identified during the audit that had accumulated in a Business Services Center account; and staff clarified that approximately $1.5 million would be transferred to the General Fund.

A vote was taken on this item.

EE. SAFETY & SECURITY (OPEN)

FF. FINANCIAL MANAGEMENT (OPEN)

FF-1. Grant Applications - Pre & Post-Submission (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the submission of the following grant applications. District-wide. (9-0 vote)

Comments were made expressing appreciation for grant funding supporting students; and staff confirmed that the district actively sought and partnered on grant opportunities.

A vote was taken on this item.

FF-2. Broward Sheriff's Office - LETF Disbursement Grant Agreement (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Agreement between The School Board of Broward County, Florida and the Broward Sheriff's Office. District 5. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

FF-3. US Department of the Treasury - IRS VITA Grant Agreement

(Approved)

Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to approve the Grant Agreement between the US Department of the Treasury - IRS Volunteer Income Tax Assistance (VITA) and The School Board of Broward County, Florida. District 3. (9-0 vote)

Comments were made commending the program as an excellent opportunity for students, highlighting its value in providing real-world experience and community service; and expressed appreciation for bringing the program forward.

A vote was taken on this item.

GG. GENERAL COUNSEL (OPEN)

GG-1. Special Counsel Services Agreement – Greenberg Traurig, LLP

(Approved)

Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to approve the Special Counsel Services Agreement between The School Board of Broward County, Florida and Greenberg Traurig, LLP for legal services in the area of construction litigation. District-wide. (9-0 vote)

Comments were made expressing concern about approving outside counsel services without a maximum spending limit.

Motion to Amend (Failed)
Motion was made by Mrs. Hixon, seconded by Mrs. Alhadeff, to amend the item to give it a $400,000 cap; and then if more money is needed, it would come back to the Board.
Mrs. Alahdeff, Mrs. Bulman, Mr. Cervera, Mrs. Leonardi, Ms. Thompson, and Dr. Zeman voted no. (3-6 vote)

The Chair received public comments.

Board discussion included consideration of a spending cap for outside counsel; support was expressed for the Office of General Counsel's fiscal management; and confidence was expressed in continuing current practices without a cap.

A vote was taken on the Motion to Amend.

A vote was taken on this item.

GG-2. Employment Agreement - Kelly Chapman Logal, Assistant General Counsel **(Approved)**

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Employment Agreement between The School Board of Broward County, Florida and Kelly Chapman Logal, Assistant General Counsel. District-wide. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ. CAPITAL PROGRAMS (OPEN)

JJ-1. Change Order #3 - Coral Springs ES, P.001923 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Change Order #3 granting 633 additional calendar days. District 4. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-2. Reduction of Retainage Request - Forest Glen MS, P.001865 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the reduction of retainage from 5% to 1%, and release of retainage of $209,461.56 to the contractor. District 4. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-3. Reduction of Retainage Request - Marjory Stoneman Douglas HS, P.000817 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the reduction of retainage from 5% to 1%, and release of retainage of $584,310.56 to the contractor. District 4. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-4. Additional Funding Request - South Plantation HS, P.002598 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the additional funding request of $8,000 for the SMART Program Renovations Project (HVAC) at South Plantation High School. District 6. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-5. Third Amendment to PSA - Sawgrass ES, P.002127 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Third Amendment to the Professional Services Agreement between The School Board of Broward County, Florida, and RGD & Associates, Inc. District 6. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-6. Professional Services Agreement - Charles Drew ES, P.001818-HV2 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Professional Services Agreement between The School Board of Broward County, Florida, and Jorge A. Gutierrez Architect LLC for HVAC improvements at Charles Drew Elementary School. District 7. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-7. Final Acceptance, Release of Retainage - Dillard ES, P.001915 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Final Acceptance of the Project, Release of Retainage, a time extension of 506 days to Substantial Completion, and a time extension of 68 days between Substantial and Final Completion. District 5. Mrs. Hixon was absent for the vote. (8-0 vote)

A brief comment was made regarding appreciation for the completed projects on the agenda.

A vote was taken on this item.

JJ-8. Final Acceptance, Release of Retainage - New Renaissance MS, P.002143-RC1 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Final Acceptance of the Project, Release of Retainage, a time extension of 156 days to Substantial Completion, and a time extension of 261 days between Substantial and Final Completion. District 2. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-9. Final Acceptance, Release of Retainage - Nova MS, P.002873-RC1 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Final Acceptance of the Project, Release of Retainage, a time extension of 119 days to Substantial Completion, and a time extension of 195 days between Substantial and Final Completion. District 6. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-10. Ground Lease Agreement - A. Agnone (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Alfredo Agnone (Lessee). District 1. (9-0 vote)

The Chair received public comments.

Board discussion included support for the revised agreement and appreciation for ROCS officers' service, emphasizing stability, safety, and long-term campus presence; and a request for an update on a pending officer lease, staff advised that a meeting was scheduled and documentation remained outstanding.

A vote was taken on this item.

JJ-11. Ground Lease Agreement - A. Padron (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Ariel Padron (Lessee). District 1. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-12. Ground Lease Agreement - B. Hilson (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Bernard Hilson (Lessee). District 1. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-13. Ground Lease Agreement - B. Goolsby (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Brian Goolsby (Lessee). District 7. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-14. Ground Lease Agreement - B. Willis (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Bradly Willis (Lessee). District 1. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-15. Ground Lease Agreement - D. Soubasis (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Dean Soubasis (Lessee). District 2. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-16. Ground Lease Agreement - E. Smith (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Edwin Smith (Lessee). District 2. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-17. Ground Lease Agreement - J. Cosme (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Jesus Cosme (Lessee). District 1. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-18. Ground Lease Agreement - J. Curtis (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Jeffrey Curtis (Lessee). District 7. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-19. Ground Lease Agreement - J. Dingus (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and James Dingus (Lessee). District 7. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-20. Ground Lease Agreement - J. Kuczynski (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Jonathan Kuczynski (Lessee). District 4. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-21. Ground Lease Agreement - J. Sejour (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Jasper Sejour (Lessee). District 2. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-22. Ground Lease Agreement - J. Tango (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Joseph Tango (Lessee). District 1. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-23. Ground Lease Agreement - K. McVey (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Kristina McVey (Lessee). District 2. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-24. Ground Lease Agreement - L. Miranda (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Luis Miranda (Lessee). District 6. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-25. Ground Lease Agreement - N. DeGiovanni (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Nicholas DeGiovanni (Lessee). District 6. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-26. Ground Lease Agreement - O. Muniz-Bueno (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Orlando Muniz-Bueno (Lessee). District 3. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-27. Ground Lease Agreement - P. Vardakis (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Paul Vardakis (Lessee). District 6. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-28. Ground Lease Agreement - Q. Liu (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Qingyu Liu (Lessee). District 3. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-29. Ground Lease Agreement - Q. McGirt (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Quinton McGirt (Lessee). District 5. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-30. Ground Lease Agreement - R. Sorensen (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Robert Sorensen (Lessee). District 1. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-31. Ground Lease Agreement - S. Charles (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Shawn Charles (Lessee). District 1. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-32. Ground Lease Agreement - S. Santiago (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Shainia Santiago (Lessee). District 1. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-33. Ground Lease Agreement - T. Roy (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Tiffany Roy (Lessee). District 2. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-34. Ground Lease Agreement - W. Smith Jr. (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and William Smith Jr. (Lessee). District 6. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-35. Sale of Trails End Site (Approved as Amended)

Motion was made by Dr. Zeman, seconded by Mrs. Alhadeff, to provide direction(s) to the Superintendent of Schools (Superintendent) regarding how to address Broward Health's (BH) offer to purchase the Trails End Site (Site) for $11,628,000, this is because BH's offer is below the Negotiation Parameters Committee (NPC) established minimum asking price of $13,937,500 for the sale of the Site. District-wide**. This Motion was superseded by a Motion to Amend.**
Mrs. Hixon was absent for the vote. (8-0 vote)

The Board had a lengthy, robust discussion that included, but was not limited to, the prior directive to negotiate directly with Broward Health; compliance with Policy 8030 regarding minimum sale price and appraisal requirements; consideration of Broward Health's longstanding partnership, student training programs, and in-kind contributions; receipt and feasibility of a higher unsolicited offer from Baptist Health; legal and procedural concerns regarding negotiating with multiple entities simultaneously; the inclusion and long-term viability of Eagle's Haven; and timelines and appraisal validity. The Broward Health representative responded to Board questions.

Motion to Amend (Carried)
Motion was made by Mrs. Leonardi, seconded by Dr. Holness and carried, to direct the Superintendent to negotiate the terms of the agreement with the asking price with Broward Health within a 3-month period.
(The intent was to have the contract executed by March 9, 2026.)
Mrs. Hixon was absent for the vote. (8-0 vote)

Substitute Motion (Failed)
Motion was made by Mrs. Hixon, seconded by Mrs. Bulman, to direct the Superintendent to continue to negotiate with Broward Health and any other organization that offers any proposals; and for the Superintendent to bring back those proposals as long as it includes Eagle's Haven.
Mrs. Hixon was absent for the vote. Mrs. Alhadeff, Mrs. Bulman, Mr. Cervera, Dr. Holness, Mrs. Leonardi, Mrs. Rupert, and Ms. Thompson, and Dr. Zeman voted no. (0-8 vote)

Motion to Table (Carried)
Motion was made by Mrs. Alhadeff, seconded by Mrs. Leonardi and carried, to table this agenda item meeting until later in the meeting. (9-0 vote)

The Chair received public comments.

A vote was taken on the Motion to Table.

(Following a vote on Agenda Item OO-9, this item was brought for discussion through a motion by Dr. Zeman, seconded by Mrs. Bulman.)

Board discussion included, but was not limited to, clarification of policy negotiation procedures; confirmation that only one entity may be negotiated with at a time; and identification of a proposed negotiation timeline of three to six months.

A vote was taken on the Substitute Motion (page 22).

The Chair received public comments.

Board discussion included, but was not limited to, clarification of whether the motion contemplated a fully executed contract or an initial letter of intent; confirmation that a letter of intent could be executed promptly, followed by negotiation of a purchase and sale agreement; discussion of a proposed timeline targeting execution by March 9; recognition that separate agreements may be required for the property sale and any related use of space; and the need to include legal contingencies should arrangements prove infeasible.

A vote was taken on the Motion to Amend.

A vote was taken on this item as amended.

LL. CHIEF OF STAFF & COMMUNICATIONS (OPEN)

MM. STRATEGY & INNOVATION (OPEN)

OO. OPERATIONS (OPEN)

OO-1. ITB-FY23-024 - Weight Room Equip. Inspection, Maintenance/Repair Services (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Second Renewal for Invitation to Bid (ITB) ITB-FY23-024 – Weight Room Equipment Inspection, Maintenance, and Repair Services to the following Vendor: Centurion Partners Health and Fitness, d/b/a Fitnessmith, and the additional spending authority in the amount of $160,000. District-wide. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

OO-2. PY26-072 - Flooring Materials, with Related Supplies and Services (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the addition of a new Piggyback Agreement between The School Board of Broward County, Florida (SBBC), and the following Vendor:
1) Interface Americas, Inc. Two (2) Vendors, Mannington Mills, Inc. and Shaw Integrated and Turf Solutions, Inc., were approved at the Board meeting on October 14, 2025, as Item OO-18, with the spending authority of $6,000,000. District-wide.
Mrs. Hixon was absent for the vote. (8-0 vote)
Brief comments were made about adding an additional vendor.

A vote was taken on this item.

OO-3. RFP25-164 - Tree Trimming Services (Approved)

Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to approve the Agreements for Award of Request for Proposal (RFP) RFP25-164 – Tree Trimming Services with the following five (5) Vendors: 1) Brightview Landscape Services, Inc., 2) EDJ Service, Inc., 3) SFM Services, Inc., 4) Sherlock Tree Company, 5) The Green experts Landscaping LLC; and approve spending authority in the amount of $600,000. District-wide.
Mrs. Hixon was absent for the vote. (8-0 vote)

Board discussion included concerns regarding Minority and Women-Owned Business Enterprise (MWBE) outreach; school selection for tree trimming, and whether the work could be accelerated to address urgent campus needs.

A vote was taken on this item.

OO-4. RFP-FY21-009 - Banking and Custodial Services (Approved)

This is a companion item to OO-13.

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and the following Vendor: JPMorgan Chase Bank, N.A., for a term that commences on January 1, 2026, and concludes on June 30, 2026. District-wide. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

OO-5. RFP-FY21-014 - Fingerprinting and Background Check Services (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Bulman and carried, to approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Fieldprint, Inc. (Fieldprint), for a term that commences on January 1, 2026, and concludes on December 31, 2026, and the additional spending authority of $1,738,042. District-wide.
Mrs. Hixon was absent for the vote. (8-0 vote)

Board discussion included, but was not limited to, concerns regarding the increased contract cost; acceptance of prior Level II screenings; and confirmation that the fingerprinting clearinghouse requirement was state mandated.

A vote was taken on this item.

Motion to Extend (Carried)
Motion was made by Mrs. Leonardi, and seconded by acclamation of the Board and carried, to extend the Regular School Board Meeting until 7:45 p.m.
Mrs. Hixon was absent for the vote. Mrs. Alhadeff voted no. (7-1 vote)

A vote was taken on the Motion to Extend.

OO-6. AGR26-065 - Emergency Preparedness Technology and Training (Approved)

Motion was made by Ms. Thompson, seconded by Dr. Zeman and carried, to approve the Agreement between The School Board of Broward County, Florida (SBBC), and Navigate360, LLC (Navigate360), and the spending authority of $52,695.41. District-wide.
Mrs. Hixon was absent for the vote. (8-0 vote)

A brief comment was made regarding the item supporting emergency preparedness.

A vote was taken on this item.

OO-7. FY22-196 - Healthy Vending Machine Program (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the First Amendment to the Agreements between The School Board of Broward County, Florida (SBBC), and the following two Vendor(s): 1) Bettoli Trading Corp. d/b/a Bettoli Vending (Bettoli), 2) Compass Group USA, Inc. (Compass). District-wide. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

OO-8. ITB-FY22-181 - Avigilon Video Surveillance Equipment (Catalog) (Approved)

Motion was made by Ms. Thompson, seconded by Dr. Zeman and carried, to approve Additional Spending Authority of $4,223,400 and approve the Second Renewal of Invitation to Bid (ITB) ITB-FY22-181 - Avigilon Video Surveillance Equipment (Catalog), extending the term to January 18, 2027, to the following two (2) Vendor(s): 1) CSI Video & Security, LLC, 2) 4 Best Business Corp d/b/a 4BBCorp. District-wide.
Mrs. Hixon was absent for the vote. (8-0 vote)

No discussion was held, and a vote was taken on this item.

OO-9. ITB-FY23-018 – Computer & Technology Repair Parts (BCPS Hardware) (Approved)

Motion was made by Dr. Zeman, seconded by Ms. Thomson and carried, to approve the First Renewal and Additional Spending Authority of $486,789 for ITB-FY23-018 - Computer & Technology Repair Parts (BCPS Hardware) to the following four (4) Vendor(s): 1) 911 Computer Services, Inc., 2) AGParts Worldwide, Inc., 3) iPhone and iPad Warehouse, LLC, 4) MicroReplay Inc. District-wide.
Mrs. Hixon was absent for the vote. (8-0 vote)

Comments were made regarding confirmation that the item would support repairs for the one-to-one laptop initiative; and distribution was expected to begin in late January.

A vote was taken on this item.

OO-10. ITB-FY23-029-1 - Motor Coach Transportation Services (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Award of Invitation to Bid (ITB) ITB-FY23-029 – 1 Motor Coach Transportation (Field Trip, Tours, etc.) to the fourteen (14) Vendor(s) listed in the Recommended Action section of the Executive Summary. District-wide. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

OO-11. PY-FY24-060 - LPG Propane Supply, Fueling & Dispensing (Approved)
Motion was made by Ms. Thompson, seconded by Dr. Zeman and carried, to approve the First Amendment to the Piggyback Agreement between The School Board of Broward County, Florida (SBBC), and AmeriGas, L.P., and additional spending authority of $1,012,948. District-wide.
Mrs. Hixon was absent for the vote. (8-0 vote)

Comments were made confirming that the funding source for propane fueling came from the General Fund, and could not be funded through another source.

A vote was taken on this item.

OO-12. RFP26-103 – Fire Alarm Services (Approved)
Motion was made by Ms. Thompson, seconded by Dr. Zeman and carried, to approve the Agreements for Award of Request for Proposal (RFP) RFP26-103 - Fire Alarm Services with the following three (3) Vendors: 1) Alpha Security & Fire Alarm Services, Inc., 2) Bass-United Fire & Security Systems, Inc., 3) Sciens Building Solutions d/b/a WSA Systems Boca LLC, and the spending authority of $2,000,000. District-wide.
Mrs. Hixon was absent for the vote. Mr. Cervera voted no. (7-1 vote)

An inquiry was made pertaining to whether the requested funding for fire alarm services included equipment or installations; and staff clarified that the scope was limited to inspection, testing, and certification, with no equipment included.

A vote was taken on this item.

OO-13. RFP-FY21-009 - Banking and Custodial Services – (Novation)
This is a companion item to OO-4. (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Novation Agreement and First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and the following Vendor: Principal Bank d/b/a Principal Custody Solutions. District-wide. (9-0 vote)

Agenda Items FF-2, GG-2, JJ-1 through JJ-6, JJ-8, JJ-9, JJ-11 through JJ-34, OO-1, OO-4, OO-7, OO-10, and OO-13 were pulled concurrently.

No comments were made, and a vote was taken on these items.

OO-14. RFP-FY24-049 – Healthcare (Nursing) Services - Additional Spending Authority (Approved)

Motion was made by Ms. Thompson, seconded by Dr. Zeman and carried, to approve the Additional Spending Authority of $7,000,000 for the Agreements between The School Board of Broward County, Florida (SBBC), and the following six (6) Vendors: (1) Broward Children's Center, Inc., (2) Cross Country Staffing, Inc. d/b/a Cross Country Healthcare Services, (3) EDU Healthcare, LLC, (4) Ro Health, LLC, (5) Sierra Lifecare, Inc., (6) CR & RA Investments, LLC d/b/a Team Select Home Care. District-wide.
Mrs. Hixon was absent for the vote. (8-0 vote)

Board discussion included, but was not limited to, concerns regarding the budgeting process and timing of funding requests; and the need to improve advance notice, fiscal planning, and clearer financial information in executive summaries.

A vote was taken on this item.

PP. POLICIES (OPEN)

PP-1. Policy 1070- Advisory Committees and Their Memberships (Adopted as Amended)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert, to adopt Policy 1070, titled Advisory Committees and Their Memberships by approving the proposed revisions. District-wide. **This Motion was superseded by a Motion to Amend.**
Mrs. Hixon was absent for the vote. Mrs. Leonardi voted no. (7-1 vote)

The Chair received public comments.

Motion to Amend (Carried)
Motion was made by Mrs. Rupert, seconded by Mrs. Hixon and carried,
I move to take Policy 1070 and put it through the looping process with the District Advisory Council (DAC).
Mrs. Hixon was absent for the vote. Mrs. Leonardi voted no. (7-1 vote)

The Chair received public comments.

Brief comments were made regarding the policy being looped through the DAC; and clarification that the Board's looping requirements were met by looping through the DAC.

A vote was taken on the Motion to Amend.

A vote was taken on this item as amended.

RR. RESOLUTIONS (OPEN)

RR-1. Resolution No. 26-125, Recognition and Naming of Conference Room as the Marylin Batista, Esq., B.C.S. Conference Room

(Adopted as Amended)

Motion was made by Dr. Zeman, seconded by Ms. Thompson, to adopt Resolution No. 26- 125, Recognition and Naming of Conference Room as the Marylin Batista, Esq., B.C.S. Conference Room. District-wide. **This Motion was superseded by a Motion to Amend**. (9-0 vote)

The Chair received public comments.

A brief comment was made expressing appreciation and sadness regarding the General Counsel's departure, recognizing her representation of the Board to the community, her kindness during challenging times, and her valued role as an advisor. Support was expressed for the resolution and for proceeding in accordance with Board policy regarding the naming of School Board–owned facilities.

Motion to Amend (Carried)
Motion was made by Mrs. Rupert, seconded by Mrs. Leonardi and carried, to add language at the end of the last paragraph to read as follows:

> **NOW, THEREFORE, BE IT RESOLVED** … and students of Broward County, Florida~~.~~, effective January 10, 2026. (9-0 vote)

Board members collectively shared sentiments expressing appreciation and gratitude to the General Counsel for her years of dedicated service, professionalism, kindness, and guidance. Members reflected on her mentorship, responsiveness, integrity, and lasting impact on the Board, the District, and the community, and extended well wishes as she transitioned to spend more time with her family.

A vote was taken on item as amended.

The Board presented Mrs. Batista with flowers and a plaque.

(Following the presentation, the meeting recessed briefly and then resumed with remarks from Mrs. Batista.

Mrs. Batista expressed gratitude for the surprise recognition, thanked the Board and attendees for their remarks, acknowledged her faith, family, and values, and reflected appreciatively on her 30 years of service in the District, noting the privilege of serving through both rewarding and challenging times.

SS. SCHOOLS (LEARNING COMMUNITIES) (OPEN)

TT. INFORMATION SYSTEMS (OPEN)

Speakers – None.

Board Member Discussion(s)
Ms. Thompson inquired about the Broward Teachers Union's request to pause employee disciplinary processes.

Superintendent Hepburn advised against a pause; and confirmed that concerns regarding excessive testing would be addressed at a future workshop.

Closed Door - None scheduled for this meeting.

Attorney Client Session(s) - Scheduled for 12:45 P.M.

The General Counsel's Office has requested an attorney-client session for this School Board meeting. The private session has been scheduled for 12:45 p.m. to discuss settlement negotiations and/or strategy relative to the following pending litigation:

First Session: E.H. and J.G., individually, and as Parents and Natural Guardians of E.H. and E.H., Minors. v. Sunshine After School Care, Inc. and Broward County School Board, Case No. CACE-25-009230, pending before the 17th Judicial Circuit in and for Broward County, Florida.

The following persons will attend this attorney -client session: School Board Members: Sarah Leonardi, Chair; Dr. Jeff Holness, Vice Chair; Lori Alhadeff; Maura McCarthy Bulman; Adam Cervera, Esq.; Debra Hixon; Nora Rupert; Rebecca Thompson; Dr. Allen Zeman;
Dr. Howard Hepburn, Superintendent of Schools; Anastasia Protopapadakis, Esq.; and Marylin C. Batista, Esq., B.C.S.
Second Session: The School Board of Broward County vs. Certain Underwriters of Lloyd's, London Subscribing to Policy No. PK1000617, Case No. CACE-25-017957, pending before the 17th Judicial Circuit in and for Broward County, Florida.

The following persons will attend this attorney -client session: School Board Members: Sarah Leonardi, Chair; Dr. Jeff Holness, Vice Chair; Lori Alhadeff; Maura McCarthy Bulman; Adam Cervera, Esq.; Debra Hixon; Nora Rupert; Rebecca Thompson; Dr. Allen Zeman; Dr. Howard Hepburn, Superintendent of Schools; Meghan Moore, Esq.; Nicole Josephy, Esq.; John Koch, Esq.; Kathelyn Jacques-Adams, Esq.; and Marylin C. Batista, Esq., B.C.S.

Adjournment This meeting was adjourned at 7:13 p.m.

Public comments sent electronically are attached and posted online.

Attachment

/cj

School Board Report
12.16.25

We are pleased to report that as we close the year out, we have several new and reinstated PTAs. We continue to get inquiries and requests for information about starting PTAs in schools without a parent group to enhance student achievement and support the school.

Our new or reinstated PTAs are Oakridge Elementary, Coconut Palm Elementary, The Quest Center, Village Elementary and Northeast High.

Congratulations to Central Park Elementary, Lakeside Elementary, Sea Castle Elementary, Wilton Manors Elementary and Apollo Middle for receiving grants from National PTA to implement specific programs.

We participated in the BCPS showcase and several parents as well as school administrators stopped by to pick up information on PTA. We thank you for including us in this event. It was wonderful to see all our schools on display and the enthusiasm they have for educating our students.

The BCCPTA Legislative Committee will be meeting over the holidays to consolidate our priorities and prepare for the 2026 Legislative Session.

We wish you all Happy Holidays. See you in January.

Regular School Board Meeting

Meeting Time: 12-16-25 08:45

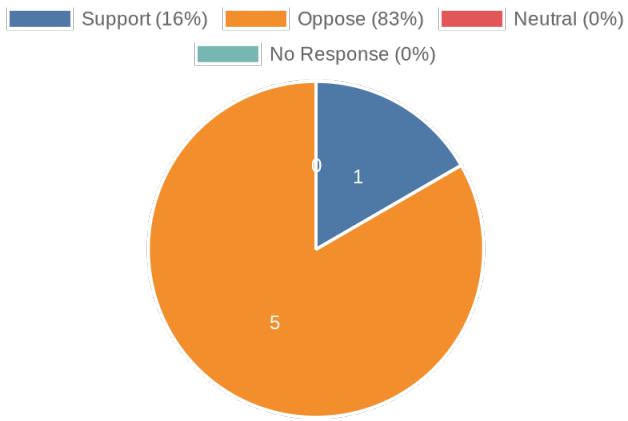
eComments Report

Meetings	Meeting Time	Agenda Items	Comments	Support	Oppose	Neutral
Regular School Board Meeting	12-16-25 08:45	132	6	1	5	0

Sentiments for All Meetings

The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Regular School Board Meeting

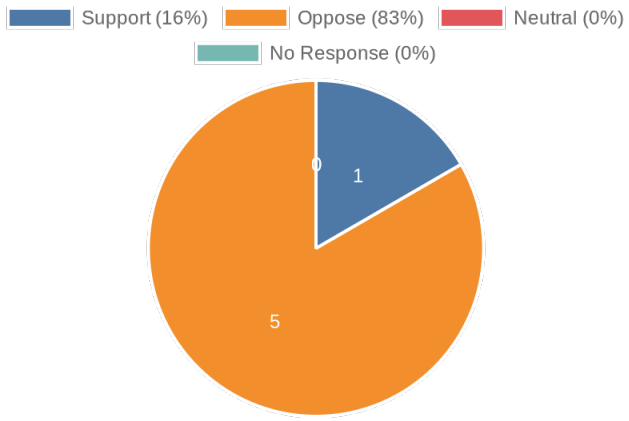
12-16-25 08:45

Agenda Name	Comments	Support	Oppose	Neutral
SPEAKERS	4	1	3	0
IN MEMORIUM	2	0	2	0

Sentiments for All Agenda Items

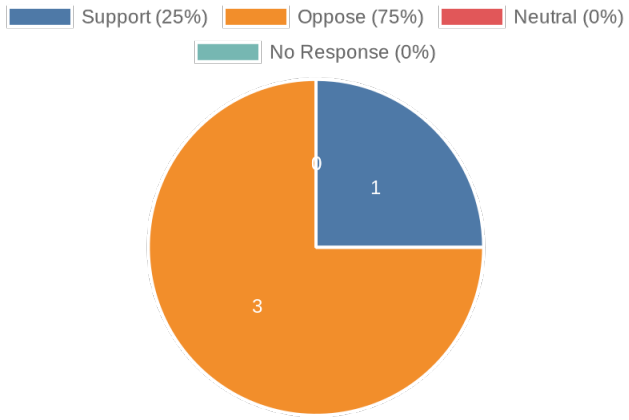
The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Agenda Item: eComments for SPEAKERS

Overall Sentiment



Kelly Meo
Location:
Submitted At: 12:28am 12-15-25

My name is Kelly Meo. I have been a Kindergarten teacher in Broward County Schools for 30 years. I would like to oppose the excessive testing required by the district. Kindergarten students are expected to take 59 tests online. This includes logging in using a 10 digit student number and password. Each test has different processes to maneuver to complete them. For example, Benchmark Advance unit test is a split screen, a story on one side and questions on the other. Students must scroll up and down to see all of the answer choices,story, and illustrations. There are buttons on the top of the screen to click to hear the story read, and another to hear the questions read. It often takes multiple clicks to mark their answers because they must click the bubble exactly correct.
This is one example of one type of test. All of these tests have their own processes required to complete, each different. Some are in excess of 30 questions.
Couple this with glitches in both the programming and the computers themselves, the students short attention spans, this leads to many of them clicking answers just to finish. ALL of it takes away valuable instructional time. While some testing is necessary to show growth and drive instruction, this construct doesn't provide an accurate account of students' learning

Research also shows that children at this age learn through play, conversations, exploration, and intentional experiences.
I would ask that testing be reduced. Our students deserve an education that is developmentally appropriate and filled with authentic learning opportunities.

Trudy J
Location: 33312, Fort Lauderdale
Submitted At: 4:39pm 12-13-25

My name is Dr. Trudy Jermanovich.
After the incredibly insightful material presented by the North Area Advisory, I began looking for related items on

social media. The following post was about the issue of over testing and I sent you additional information via email. The author posted a series of statements to which many responded:
“Japan removed standardized tests for young kids to reduce stress, pressure & comparison.
Everyone expected grades to drop...But something unexpected happened: Children became more curious, more confident, and far more willing to learn.

Teachers reported:
__Higher creativity
__Better problem-solving
__More teamwork
__Less fear of making mistakes

Parents noticed their kids were:
__Sleeping better
__Less anxious
__More excited for school
__More emotionally stable

Researchers found that removing early exams allowed children to develop intrinsic motivation - learning because they want to, not because they're scared to fail.
When pressure drops, the brain learns faster. Confidence rises. And children become their real selves again.
If kids feel safe, they grow smarter.
If kids feel pressured, they shut down.
Choose the system that protects their childhood.”

Although we were talking about elementary school students, testing is a problem for every grade level in Broward Schools.
In this country and from this School Board I’ve heard of the concern about increasing suicidal ideation in teens, especially in girls. Are the incredible amounts of testing leading to tragic results? It has happened in other countries like China and Japan.
Let’s start with Elementary levels and give back teachers the ability to be decision makers in their classrooms. If you look at Florida state law, you will see that the only requirement is that the Board provide the STATE tests to students IN CERTAIN GRADES. This means that all of the other tests are being prescribed by the Superintendent and upper level administrators, not the State. This incessant data collection may be profitable for testing companies, but it is not good for students or for teachers.
As a School Board, isn’t that who you’re charged to protect from harm?

Jacob Crainic
Location:
Submitted At: 10:21pm 12-10-25

I am registering in support because I believe the district has a clear opportunity to strengthen legal compliance and protect student access to educational materials. The recent federal ruling in Penguin Random House v. Gibson narrowed the definition of what can legally be removed from school libraries and confirmed that districts must evaluate materials under Florida’s “harmful to minors” standard as a whole, not by isolated passages.

Because Broward removed 55 titles before this decision, our current practice is now out of alignment with the updated legal standard. Updating our procedures will reduce litigation risk, improve transparency for families, and ensure that we are applying the law consistently and fairly.

I look forward to speaking at the meeting and offering a policy framework that is low-cost, operationally realistic, and aligned with constitutional requirements. Thank you for the opportunity to participate.

Jordanna Egan
Location:
Submitted At: 5:18pm 12-10-25

I am in opposition to the amount of testing which is being required by the district. My name is Jordanna Egan, and I am in my 19th year as an educator in BCPS. I also serve as a cooperating teacher for student interns from

multiple universities. Our current testing demands are not sustainable, not developmentally appropriate, and not aligned with what we know about how children learn.

This is not “progress monitoring.” This is instructional theft.

Kindergarteners—five-year-olds—are required to take 59 tests. Research is clear: young children learn through play, exploration, movement, and conversation, not by sitting at computers clicking bubbles. Leading child-development organizations warn that excessive academic pressure elevates cortisol, increases anxiety, and reduces intrinsic motivation. We are not building confident learners; we are creating children who associate school with stress.

Teachers want meaningful data, but the data we’re getting—especially through Performance Matters—is unreliable. Glitches, inconsistent scoring, and errors requiring retesting or manual corrections steal instructional time. Across a year, these interruptions add up to months of lost teaching.

The results of this over-testing culture are visible:
• Children overwhelmed
• Teachers exhausted and leaving
• Families frustrated
• Enrollment declining

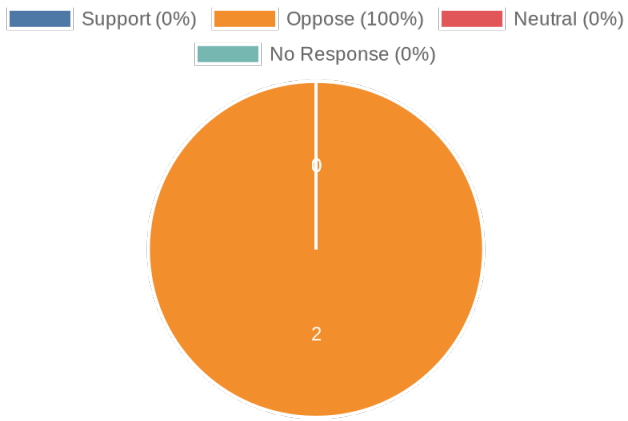
As someone who trains future teachers, it is heartbreaking that the message they receive is that teaching is now about collecting data points. That is not why they entered this profession.

Our students deserve classrooms where curiosity is encouraged, not interrupted for yet another assessment. They deserve teachers who have time to plan and teach. They deserve an educational experience grounded in sound developmental practice, mental well-being, and authentic learning opportunities.

I am asking you to reduce the testing load immediately and meaningfully. Return instructional time to our classrooms. Prioritize children’s mental health over excessive metrics. Allow teachers to teach. Our students are human beings, not data points, and they deserve an actual education—not an endless series of tests.

Agenda Item: eComments for IN MEMORIUM

Overall Sentiment



Shavon Hendrix
Location:
Submitted At: 3:57pm 12-14-25

In support of the below comment. This week has been hard in our home- my daughter, hardest worker you will ever meet, and sweet as pie, struggles academicall (I.E.P. in math). She works 10x even, 20x harder and sometimes it does hit the mark (ended 3rd grade level 3) and sometimes not so much. This week PM2, she had a high 2 in reading (but down 2 pts from pm1) and a mid range level 1, 2pts higher than pm1. She isn't supported enough in the class, no small grp instruction for reading, in math yes because of the i.e.p. but not so much in reading. So we pay for a private tutor weekly, we try our best to support her, but we can only do so much. But in the end, this past week her emotions have been heavy- tears, sadness why because "if you get a one, you aren't even trying, you don't care", "if you don't have a level 3 you don't get the reward". Now we are trying to convince her that those words that were said are not her. Because she tries, but for some reason this year it isn't working. You teach her, you teach her well she will thrive. But if you teach, yet when they get F's you dont' reteach or explain, then yes it is obvious they will continue to not excel. As a teacher myself, I teach a subject that is tested, 1 test at the end of the year. Yes I teach units, yes I check for mastery along the way, but thankfully I don't have 11 district test to ALSO give. There needs to be a compromise of reduced testing, and better support for struggling learners in our schools.

Trudy J
Location: 33312, Fort Lauderdale
Submitted At: 4:37pm 12-13-25

My name is Dr. Trudy Jermanovich.
After the incredibly insightful material presented by the North Area Advisory, I began looking for related items on social media. The following post was about the issue of over testing and I sent you additional information via email. The author posted a series of statements to which many responded:
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Although we were talking about elementary school students, testing is a problem for every grade level in Broward Schools.
In this country and from this School Board I’ve heard of the concern about increasing suicidal ideation in teens, especially in girls. Are the incredible amounts of testing leading to tragic results? It has happened in other countries like China and Japan.
Let’s start with Elementary levels and give back teachers the ability to be decision makers in their classrooms. If you look at Florida state law, you will see that the only requirement is that the Board provide the STATE tests to students IN CERTAIN GRADES. This means that all of the other tests are being prescribed by the Superintendent and upper level administrators, not the State. This incessant data collection may be profitable for

testing companies, but it is not good for students or for teachers.
As a School Board, isn't that who you're charged to protect from harm?

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT

January 6, 2025
Tuesday, 10:00 a.m.

MINUTES OF SPECIAL MEETING

The School Board of Broward County, Florida, met in special session at 10:01 a.m. in the Board Room of the Kathleen C. Wright Administrative Center, 600 Southeast Third Avenue, Fort Lauderdale, Florida. Present were: School Board Members Sarah Leonardi, Chair; Dr. Jeff Holness, Vice Chair (telephonically); Lori Alhadeff; Adam Cervera, Esq.; Debra Hixon; Maura McCarthy Bulman; Nora Rupert; Rebecca Thompson; Dr. Allen Zeman; Dr. Howard Hepburn, Superintendent of Schools; Maya Moore, Assistant General Counsel; and Kathelyn Jacques-Adams, Interim General Counsel.

Call to Order The Chair called the meeting to order and led the Pledge of Allegiance to the Flag of the United States of America.

Mrs. Hixon was appointed to serve as Vice Chair for the meeting.

Superintendent Hepburn addressed the Board and emphasized accountability and transparency to the citizens of Broward County and the Board; directed Human Resources to initiate a formal investigation related to the Request for Qualifications (RFQ 26-059), with certain executive staff reassigned; acknowledged operational challenges and errors; outlined five district priorities for operational discipline; recommended limiting referendum supplements to Pay Band 'D' and below; and reaffirmed the District's commitment to student success and responsible stewardship.

Added/Changed Items The Superintendent released a revised agenda with certain changes for this meeting and published it on the school District's website on January 2, 2026, and January 6, 2026:

Additional Information: Item 2
Withdrawn: Item 5

The Chair finds pursuant to Section 120.525, Florida Statues, that good cause exists for such changes and accepts the revised agenda.

Close Agenda Upon motion by Dr. Zeman, seconded by Ms. Thompson and carried, the Agenda was approved and declared closed. (9-0 vote)

Purpose of Meeting For The School Board of Broward County, Florida to conduct official business of the District, and any other items the Board deems necessary.

Superintendent's Recommendation(s)

1. **Correct Referendum Supplements for 12-month Administrative Employees**
   (Approved as Amended)

   Motion was made by Dr. Zeman, seconded by Mrs. Hixon, to correct referendum supplements for 12-month administrative employees above band D. (Leonardi)
   Dr. Allen Zeman (District 8, At Large), Debra Hixon (District 9, At Large), and Nora Rupert (District 7) are co-sponsors of this agenda item. **This Motion was superseded by Motions to Amend (pages 2 & 3)**. (9-0 vote)

   The Chair received public comments.

   Comments were made emphasizing the importance of the referendum, maintaining voter trust, accountability and transparency, and the rationale for limiting supplements to Pay Band D and below.

   Motion to Amend (No Vote Taken)
   Motion was made by Mrs. Leonardi, seconded by Dr. Zeman, I move to direct the Superintendent to investigate the circumstances under which an item was presented contrary to Board direction in it, to implement corrective measures, ensuring that Board directives are not overridden by staff in the future.

   The Chair received public comments.

   Substitute Motion (Carried)
   Motion was made by Mrs. Hixon, seconded by Mrs. Rupert and carried, I move to direct the Chief Auditor and to refer the matter to the Broward Office of the Inspector General (OIG) to investigate the circumstances under which an item was presented contrary to Board direction and recommend corrective measures to the Board. (9-0 vote)

   The Chair received public comments.

   The Board had a robust discussion that included, but was not limited to, clarification that the motion applied to the Broward Inspector General; support for directing the Chief Auditor to investigate matters presented; concerns about duplicative investigations and timing; acceptance of amendments to refine the motion and reporting expectations and having the investigation come back within three weeks.

   A vote was taken on the Substitute Motion.

   Comments were made inquiring when Board direct reports became eligible for and began receiving referendum supplements; sought clarification from Human Resources and Legal Counsel regarding contract language and eligibility tied to Pay Band D; discussed whether supplements were paid prior to the July 2024 Board action; and explored procedural options and legal considerations for reverting referendum supplements to Pay Band D and below.

   Motion to Amend (Carried)
   Motion was made by Mrs. Leonardi, seconded by Dr. Zeman and carried, I move to end the referendum supplement for Educational Support Management Association of Broward (ESMAB) above Pay Band D to revert back to the language of 2023, so the ESMAB Pay Band D and below should only be receiving the referendum supplement. (9-0 vote)

The Chair received public comments.

A vote was taken on the Motion to Amend (page 2).

Second Motion to Amend (Carried)
Motion was made by Mrs. Leonardi, seconded by Mrs. Rupert and carried, I move to direct the General Counsel and the Chief Auditor to bring back all negotiated contracts with employees that are aligned with Pay Band D and above to bring back so that those employees do not receive a referendum supplement. (9-0 vote)

The Chair received public comments.

Board discussion included review of the voter-approved referendum ballot language; questions regarding contractual obligations and potential reallocation to teachers; clarification of the Board's authority to reallocate funds consistent with referendum language; and acknowledgement that final amounts would be determined following financial analysis and fund balance closeout.

A vote was taken on the Second Motion to Amend.

A brief comment was made to the impacted employees; emphasized shared sacrifice; and reaffirmed the priority of directing funds to those who worked directly with students.

Motion (Withdrawn)
Motion was made Mrs. Hixon, seconded by Mrs. Leonardi, to bring back the referendum pay scale, so that we can look instead of doing percentages doing fixed rates.

Discussion continued regarding scheduling constraints and time allocation; recognition that the matter would require negotiation and closed-session discussion; agreement to address the item in a future Closed-Door Session; and the motion was withdrawn.

A vote was taken on this item as amended.

Superintendent Hepburn expressed support for directing referendum dollars to frontline, student-facing employees; emphasized the importance of the audit review; and noted anticipation of closed-door and future public discussions regarding potential restructuring of referendum funds to ensure alignment with voter intent.

2. General Counsel Agreement (Approved as Amended)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon, to approve the Employment Agreement for General Counsel between The School Board of Broward County, Florida and Kathy Dupuy-Bruno. **This Motion was superseded by Motions to Amend (pages 4 & 5).** (9-0 vote)

The Chair received public comments.

The Chair outlined the negotiation process, including initial requests for increased compensation, remote work, full benefits, and attorney fees; the District's counteroffers and adjustments to salary and benefits; concessions made by both parties; and the rationale for maintaining a final salary offer of $260,000, which reflected experience, growth potential, and consistency with prior Board positions.

Sara Lis, Esq., attorney to Kathy Dupuy-Bruno, highlighted Mrs. Dupuy-Bruno's qualifications and leadership experience; addressed market considerations; noted concessions on salary and severance; and referenced contract provisions for prior service credit and relocation reimbursement consistent with Board policy.

Motion to Amend (Carried)
Motion was made by Mrs. Hixon, seconded by Mrs. Leonardi and carried, to revise the language in Section 7. Compensation, A. Salary, to read as follows:

> …During each year of the term of this Agreement, the GENERAL COUNSEL's compensation shall be increased by the percentage of salary increase or other compensation increases provided to other 12-month administrative employees of the BOARD in salary band 'E' or above, or within the equivalent salary range amount thereof excluding referendum supplements. (9-0 vote)

The Chair received public comments.

Comments were made concerning the proposed start date and salary; discussed revisions to exclude referendum supplements from the contract while preserving standard administrative increases; and considered amendments to ensure clarity and consistency with Board direction.

A vote was taken on the Motion to Amend.

Board discussion included, but was not limited to, negotiation rationale for the proposed salary and benefits; concerns regarding compensation comparisons, start date, and evaluation language; clarification of contract provisions; support for the negotiated agreement; and requests for further review of indemnification and performance evaluation terms.

Motion to Amend (No Vote Taken)
Motion was made by Mr. Cervera, seconded by Ms. Thompson, I would move that paragraph 11, Indemnification provision, include a carve out specifically excluding acts of gross negligence and or willful misconduct.

The Chair received public comments.

The meeting recessed for a brief caucus.

Substitute Motion (Carried)
Motion was made by Mrs. Leonardi, seconded by Ms. Thompson and carried, to add language at the end of Section 11. Indemnification, to read as follows:

> … the scope of her employment to the full extent provided for by law. Notwithstanding the foregoing, the Board shall not be obligated to indemnify DUPUY-BRUNO for any claims, losses, or damages that are solely and directly caused by DUPUY-BRUNO's gross negligence or willful misconduct in accordance with Florida Statute Sections 1012.26 and 111.07. (9-0 vote)

A vote was taken on the Substitute Motion.

Motion to Amend (No Vote Taken)
Motion was made by Mrs. Alhadeff, seconded by Ms. Thompson, referring to page 7, to add language in Section 6., Moving and Transition Expenses, to read as follows:
Relocation or moving expenses not to exceed $15,000 be subject to repayment, if the employee voluntarily separates or is terminated for cause within one year of the start date with repayment terms clearly defined in the employment contract.

The Chair received public comments.

Board discussion included, but was not limited to, distinctions between voluntary separation and termination for cause; and differing views on applying new standards versus past practice.

The meeting recessed for a brief caucus.

Board discussion included a comparison of healthcare and fringe benefit costs between the prior General Counsel and Mrs. Dupuy-Bruno; clarification of severance differences; support for a six-month provision aligned with severance terms; and general support for finalizing the contract and moving forward.

Second Substitute Motion (Carried)
Motion was made by Mrs. Hixon, seconded by Dr. Zeman and carried, referring to page 7, to add language in Section 6. Moving and Transition Expenses, to read as follows:
Relocation or moving expenses not to exceed $15,000 be subject to repayment, if the employee voluntarily separates or is terminated for cause within six months of the start date with repayment terms clearly defined in the employment contract.
Mrs. Alhadeff voted no. (8-1 vote)

The Chair received public comments.

Board discussion included, but was not limited to, support for a six-month provision; confirmation of cost savings compared to the prior General Counsel; and agreement on consistency for future hires.

A vote was taken on the Second Substitute Motion.

A vote was taken on this item as amended.

Mrs. Dupuy-Bruno addressed the Board, expressed appreciation and enthusiasm for joining the District, affirmed her commitment to supporting the Board and students; and acknowledged the interim General Counsel.

The Chair acknowledged Mr. Walter Harvey for his continued service and support to the Board through numerous matters, and expressed appreciation for his commitment.

3. Employment Agreement - Interim General Counsel (Approved as Amended)
Motion was made by Ms. Thompson, seconded by Dr. Zeman to approve the Employment Agreement for Interim General Counsel between The School Board of Broward County, Florida and Kathelyn Jacques-Adams. District-wide. **This Motion was superseded by a Motion to Amend (page 6).** (9-0 vote)

(Following a brief recess, the Special School Board Meeting commenced with Agenda Item 3.)

The Chair received public comments.

The Board held a brief discussion confirming salary was not aligned within Pay Band D; and agreed to add statutory indemnification provisions consistent with the General Counsel's contract.

Motion to Amend (Carried)
Motion was made by Mrs. Hixon, seconded by Dr. Zeman and carried, to add language to section 5.3 Indemnification to read as follows:

> SBBC shall defend, save harmless, and indemnify the Interim General Counsel against any legal action arising directly or indirectly out of her services as Interim General Counsel to the extent permitted by Florida Statutes including sections 1012.26 and 111.07 Florida Statutes, and in a manner consistent with the treatment afforded to other officers and employees of SBBC. (9-0 vote)

A vote was taken on the Motion to Amend.

Brief comments were made pertaining to clarification of the interim General Counsel's supplemental compensation.

A vote was taken on this item as amended.

4. AGR26-157 - Emergency Program Manager Owner's Representative
(Postponed to 1/13/25, SSBM)

Motion was made by Mrs. Hixon, seconded by Ms. Thompson, to approve the Agreement for the following Vendor: AECOM Technical Services, Inc., and approve spending authority in the amount of $15,200,337.33. District-wide. **This Motion was superseded by a Motion to Postpone (page 7).** (9-0 vote)

The Chair received public comments.

The Board had a robust discussion that included, but was not limited to, concerns regarding minority and local business participation; contract percentages and Minority and Women Owned Business Enterprise (MWBE) and local firm utilization; accountability measures tied to project milestones and performance; emergency contracting limitations and continuity risks; legal constraints related to prime and subcontractor selection; procurement process improvements and future solicitation planning; options for interim project management; and the need for a Board workshop to establish direction, timelines, and potential contract extension flexibility.

Motion to Amend (Failed)
Motion was made by Mrs. Bulman, seconded by Dr. Zeman, I move that we add the option to extend the contract for six months, to two six-month options.
Mrs. Rupert was absent for the vote. Mrs. Alhadeff, Mr. Cervera, Mrs. Hixon, Mrs. Leonardi, Ms. Thompson, and Dr. Zeman voted no. (2-6 vote)

The Chair received public comments.

(Following an Attorney-Client Session, the Special School Board Meeting commenced with continuation on Agenda Item #4.)

Board discussion included, but was not limited to, opposition to adding contract extensions given the emergency nature of the item; clarification of the motion; differing views on the necessity of extensions; and support for continuity of services while a long-term procurement solution was developed.

A vote was taken on the Motion to Amend (page 6).

Board discussion included, but was not limited to, questions regarding the basis and scope of the emergency contract funding; expectations for project completion within the one-year term; accountability, enforcement, and performance monitoring mechanisms; the need for clear schedules, benchmarks, and regular Board updates; staffing capacity and internal oversight; MWBE and local participation levels; legal limits on directing subcontractor selection; consideration of penalties for failure to perform; and projections that approximately 80 projects could be substantially completed within the emergency contract period, subject to litigation and inspection constraints.

Motion to Amend (No Vote Taken)
Motion was made by Mrs. Hixon, seconded by Ms. Thompson, to add a final section to page 18 of the contract to read as follows:

> 3.30 **Project Completion Agreement**. AECOM agrees to complete 80 projects within the time limit of this contract, or they will be assessed a late fee.

The Chair received public comments.

Board discussion included, but was not limited to, the need for stronger accountability and transparency; clarification of the program manager's responsibilities and limitations; options for tracking project progress and timelines; and whether to proceed with the emergency contract or return it with enhanced performance measures.

Substitute Motion to Postpone (Carried)
Motion was made by Ms. Thompson, seconded by Mrs. Rupert and carried, to Postpose Agenda Item 4, AGR26-157 – Emergency Program Manager Owner's Representative to a Special School Board Meeting on January 13, 2026 at 3:30 p.m.; to include accountability measures, project deadlines, a complete list of every project that is needed to be done in order of how much is left (comprehensive information given to the Board). Also, direct the Superintendent to engage in Direct negotiations with other firms.
Dr. Holness and Dr. Zeman voted no. (7-2 vote)

The Chair received public comments.

The Board held a lengthy discussion which included, but was not limited to, support for postponing the item to incorporate clear accountability measures; concerns regarding repeated emergency requests without enforceable performance standards; proposals to align accountability with AECOM's defined scope under the RFQ, including valuation-based performance measures; discussion of managing contractors through documented escalation and reporting rather than responsibility for construction outcomes; and consensus that additional information, defined metrics, and scope-aligned accountability provisions were needed before approving the contract.

Motion to Extend (Carried)
Motion was made by Mrs. Leonardi, seconded by acclamation by the Board and carried, to extend the Special School Board Meeting until 7:00 p.m.
Dr. Zeman voted no. (8-1 vote)

A vote was taken on the Motion to Extend.

A vote was taken on the Motion to Postpone (page 7).

5. Initiate Rulemaking for Policy 1020 School Board Meetings and Rules of Order (Withdrawn)

Attorney Client Session(s) - Scheduled for 3:00 P.M.

The General Counsel's Office has requested an attorney-client session for this School Board meeting. The private session has been scheduled for 3:00 p.m. to discuss settlement negotiations and/or strategy relative to the following pending litigation:

Helping Advance and Nurture the Development of Youth, Inc. Vs. The School Board of Broward County, Case No.: Cace-25-018325, pending before the 17th Judicial Circuit in and for Broward County, Florida.

The following persons will attend this attorney -client session: School Board Members: Sarah Leonardi, Chair; Dr. Jeff Holness, Vice Chair; Lori Alhadeff; Maura McCarthy Bulman; Adam Cervera, Esq.; Debra Hixon; Nora Rupert; Rebecca Thompson; Dr. Allen Zeman; Dr. Howard Hepburn, Superintendent of Schools; Thomas C. Cooney, Esq.; Kathelyn Jacques-Adams, Esq.; and Marylin C. Batista, Esq., B.C.S.

Following Agenda Item 4, final Board discussion included, but was not limited to, direction to proceed with a Chief Auditor search; concerns regarding the timeliness of the Chief Operations Officer (COO) transition and interim assignments; and discussion of facilities planning timelines, including the master planner Request for Proposal (RFP). Superintendent Hepburn indicated that he would provide prompt responses to the Board's inquiries.

Adjournment This meeting was adjourned at 6:18 p.m.

Public comments sent electronically are attached and posted online.

Attachment

/cj

Special School Board Meeting

Meeting Time: 01-06-26 10:00

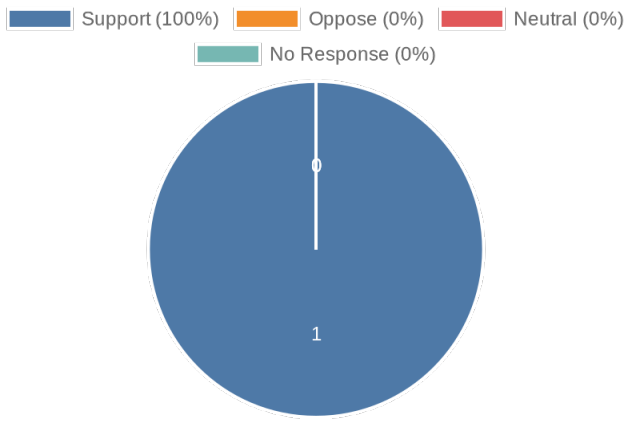
eComments Report

Meetings	Meeting Time	Agenda Items	Comments	Support	Oppose	Neutral
Special School Board Meeting	01-06-26 10:00	13	1	1	0	0

Sentiments for All Meetings

The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Special School Board Meeting

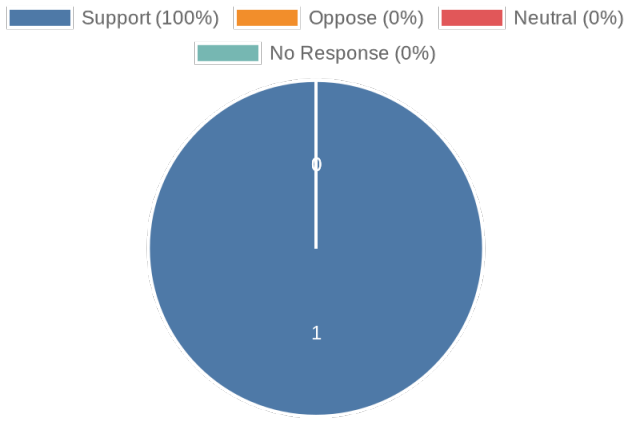
01-06-26 10:00

Agenda Name	Comments	Support	Oppose	Neutral
1.) Correct Referendum Supplements for 12-month Administrative Employees	1	1	0	0

Sentiments for All Agenda Items

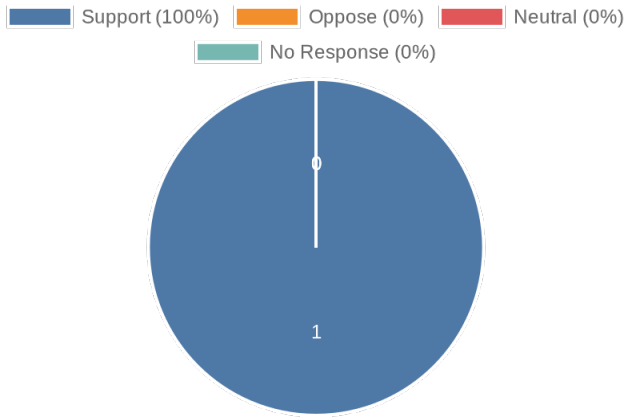
The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Agenda Item: eComments for 1.) Correct Referendum Supplements for 12-month Administrative Employees

Overall Sentiment



Trudy J
Location: 33312, Fort Lauderdale
Submitted At: 12:09pm 01-05-26

My name is Dr. Trudy Jermanovich.

Again, I'm appalled that district staff has directed funds to the highest wage earners in this district. When the voters approved the Bond monies, teachers were to be the main beneficiaries of these funds so that they could have some hope of making ends meet with their insufficient base salary. SCHOOL BASED personnel and a few others were also to be included. Teachers received monies through the regular bargaining process and if there were funds left over, the money was again to be distributed to teachers through the bargaining agreement. When money is siphoned off and given to those making more than $100,000. per year, it is just not fair.

It is unthinkable that the district staff misinterpreted the will of the Board and allowed so many highly paid individuals to reap a windfall that was supposed to mainly go to teachers. I believe that the Board must do all it can to right this wrong, and that may mean some staff members need to be changed or terminated. This is not the only time that changes were kept from the Board and became the cause of wasted resources. I've been a part of the chaotic meetings held to modify policies which were often left until the last minute and then hurriedly passed by the Board. The fiasco with clear backpacks was not brought to the Board appropriately and caused the Board to look like they were not in control of upper level administrators. The constant postponement of the approval of a curriculum for Sex Education has decimated what used to be a comprehensive program. Staff stated that it didn't matter how late it was approved because that's when schools implemented the sex education curriculum. Middle and high school teachers said that was incorrect and they wished to implement the program earlier in the year, but were thwarted by upper level administrators.

These are only a few of the instances where upper level administrators were not following the will of the Board. I hope you can rectify this issue by correcting the referendum dollars. Unfortunately, the public will lose trust in the actions of the Board if you are not able to reign in some of these destructive behaviors.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

OFFICE OF THE SUPERINTENDENT

January 13, 2026
Tuesday, 3:30 p.m.

MINUTES OF SPECIAL MEETING

The School Board of Broward County, Florida, met in special session at 4:28 p.m. in the Board Room of the Kathleen C. Wright Administrative Center, 600 Southeast Third Avenue, Fort Lauderdale, Florida. Present were: School Board Members Sarah Leonardi, Chair; Dr. Jeff Holness, Vice Chair; Lori Alhadeff; Adam Cervera, Esq.; Debra Hixon; Maura McCarthy Bulman; Nora Rupert; Rebecca Thompson; Dr. Allen Zeman; Dr. Howard Hepburn, Superintendent of Schools; and Kathelyn Jacques-Adams, Interim General Counsel.

Call to Order The Chair called the meeting to order and led the Pledge Allegiance to the Flag of the United States of America.

Added/Changed Items The Superintendent released a revised agenda with certain changes for this meeting and published it on the school District's website on January 9, 2026 and January 12, 2026:

Revised: Item 2

The Chair finds pursuant to Section 120.525, Florida Statues, that good cause exists for such changes and accepts the revised agenda.

Close Agenda Upon motion by Dr. Zeman, seconded by Mrs. Hixon and carried, the Agenda was approved and declared closed. (9-0 vote)

Purpose of Meeting For The School Board of Broward County, Florida to conduct official business of the District, and any other items the Board deems necessary.

Superintendent's Recommendation(s)

1. **AGR26-157 - Emergency Program Manager Owner's Representative**
   Postponed from 1/6/26, SSBM **(Not Approved)**
   Motion was made by Dr. Zeman, seconded by Mrs. Alhadeff to approve the Agreement for the following Vendor: AECOM Technical Services, Inc., and approve spending authority in the amount of $15,200,337.33. District-wide.
   Mrs. Alhadeff, Mrs. Bulman, Mr. Cervera, Mrs. Hixon, Dr. Holness, Mrs. Leonardi, Mrs. Rupert, Ms. Thompson, and Dr. Zeman voted no. (0-9 vote)

   The Chair received public comments.

   No discussion was held and a vote was taken on this item.

2. AGR26-157 - Emergency Program Manager Owner's Representative

(Approved as Amended)

Motion was made by Dr. Zeman, seconded by Mrs. Alhadeff, to approve the Emergency Agreement for the following Vendor: AECOM Technical Services, Inc., and approve spending authority in the amount of $13,949,049.14. District-wide. **This Motion was superseded by Motions to Amend (Pages 2-4)**. (9-0 vote)

The Chair received public comments.

Superintendent Hepburn thanked the Board and the public for their oversight, noting that the Board's direction resulted in a more than $1.25 million reduction in the agreement and the inclusion of new accountability measures. He acknowledged the expedited efforts of the procurement, capital programs, legal, and construction teams, and emphasized that the emergency contract was temporary, with a new solicitation planned for February and anticipated Board action in June.

Comments were made requesting clarification of the accountability measures. Interim General Counsel clarified that the provisions constituted contractual performance remedies rather than penalties and confirmed that the agreement identified an external evaluator acting on behalf of the School Board to conduct the assessments.

Motion to Amend (Carried)
Motion was made by Mrs. Alhadeff, seconded by Dr. Zeman and carried, referring to page 2 of 22, revise the language in Section B (i), to read as follows:

i. An evaluation shall be conducted by ~~RSM US LLP~~ an external company selected by the School Board of Broward County (SBBC), ~~on behalf of the SBBC,~~ on a Monthly/Quarterly… (9-0 vote)

The Chair received public comments.

Board discussion included, but was not limited to, clarification of responsibility for contractor performance evaluations; concerns regarding potential conflicts if an audit firm evaluated work, it previously oversaw; clarification that Atkins' role was limited to cost and program controls and did not include key performance indicators (KPIs) oversight; requests to clearly define KPIs; and modification of the motion.

A vote was taken on the Motion to Amend.

Second Motion to Amend (Carried)
Motion was made by Mrs. Alhadeff, seconded by Dr, Zeman and carried, referring to Attachment "A" page 9 of 19, Section 1.9.3. to revise the language to read as follows:

1.9.3. ~~RSM US LLP~~ an external company selected by SBBC shall, on…
(9-0 vote)

A vote was taken on the Second Motion to Amend.

Board discussion included, but was not limited to, inquiries about proposal items not reflected in the contract; requests to define scope elements; and the need to include clear, measurable project completion benchmarks in the contract to ensure accountability.

Motion to Amend (No Vote Taken)
Motion was made by Mrs. Hixon, seconded by Dr. Zeman, to include the entire proposal as a piece of the contract.

The Chair received public comments.

It was noted that a material change to the contract would require negotiations with Architecture, Engineering, Construction, Operations, and Management (AECOM). Comments were raised about incorporating the proposal into Section 2.02; and staff confirmed the proposal was included as Attachment B, on page 20 of 22.

Substitute Motion (Failed)
Motion was made by Dr. Zeman, seconded by Mrs. Alhadeff, I move to revise language on page 1 of 22, Section 2.02 to read as follows:

2.02 **Contract Documents and Priority of Documents**. The Contract Documents shall consist of this Agreement for provision of Program Manager and Attachment "B," AECOM's proposal…

Mrs. Alhadeff, Mrs. Bulman, Mr. Cervera, Mrs. Hixon, Dr. Holness, Mrs. Leonardi, Mrs. Rupert, Ms. Thompson, and Dr. Zeman voted no.
(0-9 vote)

The Chair received public comments.

Additional comments were made regarding the appropriate placement of language to ensure the proposal was formally incorporated into the contract.

A vote was taken on the Substitute Motion.

Substitute Motion (Carried)
Motion was made by Dr. Zeman, seconded by Mr. Cervera and carried, to add language to Section 2.03 Scope of Services, to read as follows:

2.03 **Scope of Services**.

A. PROGRAM MANAGER shall provide SBBC with Program Management Services as set forth in Attachment "A." and B." (9-0 vote)

A vote was taken on the Substitute Motion.

Motion (Failed)
Motion was made by Mrs. Hixon, seconded by Mrs. Rupert, to strike the language on page 10 of 22, Section 2.12, Travel., … that allows reimbursement for out of county travel. Mrs. Alhadeff, Mrs. Bulman, Mr. Cervera, Dr. Holness, Mrs. Leonardi, Mrs. Rupert, Ms. Thompson, and Dr. Zeman voted no. (1-8 vote)

The Chair received public comments.

Comments were made to clarify the District's current travel ban.

A vote was taken on the Motion.

Board discussion included concerns about high staffing and overhead costs; inquiries about staff transitions under the new contract; and the need to refine contract language.

Third Motion to Amend (Carried)
Motion was made by Mrs. Bulman, seconded by Dr. Zeman and carried, referring to page 2 of 22, Section 2.03 Scope of Services., B (i), revise the language to read as follows:

i. An evaluation shall be conducted by an external company selected by the School Board of Broward County (SBBC), on a Monthly~~/~~ and Quarterly basis~~, to measure,~~ using a combination of ~~objective~~ key performance ~~metrics (KPIs)~~ indicators and qualitative ~~evaluation~~ criteria to measure performance of the services set forth in Attachments "A" and "B."

Referring to page 2 of 22, Section 2.03 Scope of Services., B (ii), revise the language to read as follows:

ii. SBBC shall provide PROGRAM MANAGER with the results of the evaluations and specify such actions required for performance improvement under the Agreement ("Corrective Action~~s~~"). ~~to identify areas for improvement and shall be used as basis for continuous improvement.~~

Referring to page 2 of 22, Section 2.03 Scope of Services., B (iii), revise the language to read as follows:

iii. PROGRAM MANAGER shall implement ~~all~~ Corrective Actions within thirty (30) calendar days of receipt.

Referring to page 2 of 22, Section 2.03 Scope of Services., B (iv), revise the language to read as follows:

iv. PROGRAM MANAGER understands and agrees that if it fails to successfully implement ~~all~~ any Corrective Action~~s~~ within thirty (30) calendar days, ~~or fail to meet the KPIs,~~ SBBC shall have the right to deduct an amount equal to three percent 3% of the most recent invoice on a rolling basis from any amounts due ~~until the~~ to PROGRAM MANAGER until such time that PROGRAM MANAGER has fully implemented all outstanding Corrective Actions. ~~are fully implemented or KPIs brought back in line.~~ (9-0 vote)

The Chair received public comments.

A vote was taken on the Third Motion to Amend.

Motion to Amend (Withdrawn)
Motion was made by Mrs. Bulman, seconded by Ms. Thompson, referring to page 14 of 22, remove the language in Section 3.07, Annual Appropriation:

~~3.07 **Annual Appropriation**. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other Party at the earliest possible time before such termination. No penalty shall be accrued to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.~~

The Chair received public comments.

The attorney suggested to leave the language in the contract and the motion was withdrawn.

The Board acknowledged the efforts resulting in more than $1 million in savings.

A vote was taken on the item as amended.

Adjournment This meeting was adjourned at 5:55 p.m.

/cj

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

OFFICE OF THE SUPERINTENDENT

January 21, 2026
Wednesday, 8:45 a.m.

MINUTES OF REGULAR MEETING

The School Board of Broward County, Florida, met in special session at 8:55 a.m. in the Board Room of the Kathleen C. Wright Administrative Center, 600 Southeast Third Avenue, Fort Lauderdale, Florida. Present were: School Board Members Sarah Leonardi, Chair; Dr. Jeff Holness, Vice Chair; Lori Alhadeff; Adam Cervera, Esq.; Debra Hixon; Maura McCarthy Bulman; Nora Rupert; Rebecca Thompson; Dr. Allen Zeman (Telephonically); Dr. Howard Hepburn, Superintendent of Schools; and Kathelyn M. Jacques-Adams, Interim General Counsel.

Call to Order The Chair called the meeting to order. Board Member Bulman introduced Hallandale High School JROTC to present the colors, and students at Collins Elementary School led The Pledge of Allegiance to the Flag of the United States of America.

Moment of Silences were held for Ruben Baltazar, a 9th grade student at Blanche Ely High School; Miguel Montes a 10th grade student at Blanche Ely High School; and Richard Alcocer, a Class of 2025 graduate of Blanche Ely High School.

Minutes for Approval Motion was made by Mrs. Alhadeff, seconded by Mrs. Hixon and carried, to approve the official Minutes for the following Board Meetings: (9-0 vote)
• December 12, 2025 - Special Meeting
• December 16, 2025 - Special Meeting – Expulsions

Added/Changed Items The Superintendent released a revised agenda with certain changes for this meeting and published it on the school District's website on January 7, 2016, January 15, 2026, January 17, 2026, and January 20, 2026:
Added: O-2, AA-1, through AA-3, BB-1, BB-2, OO-5 and Attorney Client Session
Added Speakers (AM): Nathalie Lynch-Walsh, Rachel Dailey, Liliana Ruido, Ana Fusco, Delvin King
Added Speakers (PM): Christy Tripp, Victoria Creed
Added/Special Order: O-3, OO-6
Additional Information: H-1, H-4
Revised: JJ-7
Second Revision: H-2
Special Order: HH-1
Withdrawn: JJ-2

The Chair finds pursuant to Section 120.525, Florida Statues, that good cause exists for such changes and accepts the revised agenda.

Close Agenda Upon motion by Mrs. Hixon, seconded by Mrs. Alhadeff and carried, the Agenda was approved and declared closed. (9-0 vote)

In Memorium

Tinika Isaac	Campus Monitor SSEP IZones-3	Born: April 10, 1982 Deceased: December 12, 2025
Dawn Williams	Teacher - Resource Elementary Flamingo Elementary	Born: June 5, 1971 Deceased: December 13, 2025
Paul Comeau	Family Counselor – ESE ESE Support/ Compliance	Born: March 15, 1965 Deceased: December 29, 2025

Speakers

1. Nathalie Lynch-Walsh
2. Rachel Dailey
3. Liliana Ruido
4. James Curran
5. Jibrael Khan

Consent Agenda Following identification of those items Board Members and members of the public indicated they would like considered separately, motion was made by Mrs. Hixon seconded by Ms. Thompson and carried, to approve the Consent Agenda for the remaining items (identified by *). (9-0 vote)

Open Agenda Following identification of those items Board Members and members of the public indicated they would like considered separately, motion was made by Mrs. Hixon, seconded by Mrs. Rupert and carried, to approve the Open Items that were not indicated to be pulled for discussion. (9-0 vote)

***** CONSENT AGENDA *****

Items Consent agenda items will be noted by a single letter, and open agenda items will be noted by double letters in accordance with Policy 1020.

H. HUMAN RESOURCES (CONSENT)

H-1. Appointments, Leaves and Separations of Employment (Approved)
Motion was made by Mrs. Rupert, seconded by Mrs. Hixon and carried, to approve the appointments, leaves, and separations of employment. District-wide. (9-0 vote)

The Chair received public comments.

The Board acknowledged the retirees for their service and extended congratulations on their retirement.

A vote was taken on this item.

(Following a brief recess, the Regular School Board Meeting commenced with the recognition of National School Counseling Week.)

Chair Leonardi recognized National School Counseling Week, highlighting the vital role school counselors play in supporting students' academic, social, emotional, and college and career readiness, and encouraged appreciation for their impact across the district.

Superintendent Hepburn honored the following award recipients:
Darryl Wilson, Elementary School Counselor of the Year; Christina Nista, Middle School Counselor of the Year; Anthony Jackson, High School Counselor of the Year; and Denise Cruz, BRACE Advisor of the Year. All awardees received a plaque and flowers.

H-2. Employee Corrective Actions/Probationary Release
(Approved as Amended)

Motion was made by Ms. Thompson, seconded by Mrs. Hixon, to approve employee discipline and corrective actions. District-wide. **This Motion was superseded by a Motion to Amend.**
Mrs. Rupert voted no. (8-1 vote)

The Chair received public comments.

Board discussion was centered around details regarding the corrective action and probationary release of employees that were present at the meeting.

Motion to Amend (Carried)
Motion was made by Dr. Holness, seconded by Mrs. Leonardi and carried, to separate Shana Forrester-Andrew from the list as it pertains to Probationary Release. Dr. Zeman voted no. (8-1 vote)

The Chair received public comments.

A vote was taken on the Motion to Amend.

Board discussion concluded with encouraging ongoing panic button training; and emphasized the importance of in-person training in response to corrective actions.

A vote was taken on the item as amended.

***H-3. Supplemental Pay Positions 6 (Approved)**
Approved the supplemental pay positions for the 2025/2026 school/fiscal year. District-wide.

***H-4. Out-of-Field Teacher Approvals SY 2025-2026 (Approved)**
Approved the Instructional Out-of-Field Teaching Assignments. District-wide.

A. ACADEMICS (CONSENT)

B. BOARD MEMBERS (CONSENT)

B-1. 2026 GFCSB Federal Advocacy Platform (Approved)

Motion was made by Mrs. Hixon, seconded by Mrs. Bulman and carried, to approve the 2026 Greater Florida Consortium of School Boards Federal Advocacy Platform (Rupert). (9-0 vote)

Comments were made expressing support for strong federal advocacy; and the need for inclusion of Alyssa's Law (H.R. 6809) related to school safety standards.

A vote was taken on this item.

B-2. Initiate Rulemaking for Policy 1020 School Board Meetings and Rules of Order (Not Approved)

Motion was made by Mrs. Rupert, seconded by Mrs. Hixon, to direct the Superintendent of Schools to initiate rulemaking for revisions to Policy 1020, School Board Meetings and Rules of Order. (Rupert).
Mrs. Bulman, Mr. Cervera, Mrs. Hixon, Dr. Holness, Mrs. Leonardi, Ms. Thompson, and Dr. Zeman (2-7 vote)

The Chair received public comments.

Board discussion included comments pertaining to initiating policy rule development; clarification of "good cause;" appropriate process for policy revisions; and concerns about reopening a policy recently revised.

A vote was taken on this item.

C. OFFICE OF THE SUPERINTENDENT (CONSENT)

E. SAFETY & SECURITY (CONSENT)

F. FINANCIAL MANAGEMENT (CONSENT)

***F-1. Surplus of Tangible Personal Property for the Period Ended November 30, 2025 (Approved)**

Approved the Surplus of Tangible Personal Property for the Period Ended November 30, 2025. District-wide.

F-2. Budget Report for the Period Ended November 30, 2025 (Approved)

Motion was made by Mrs. Hixon, seconded by Mrs. Rupert and carried, to approve the Budget Report for the period ended November 30, 2025. District-wide. (9-0 vote)

Comments were made pertaining to fund balance projections; required spending reductions; enrollment-related revenue losses; and ongoing budget monitoring.

A vote was taken on this item.

G. GENERAL COUNSEL (CONSENT)

J. CAPITAL PROGRAMS (CONSENT)

L. CHIEF OF STAFF & COMMUNICATIONS (CONSENT)

M. STRATEGY & INNOVATION (CONSENT)

***M-1. First Amendment to the CSRA - Atlantic Montessori Charter School, Inc. – 5029 (Approved)**

Approved the First Amendment to the Charter School Renewal Agreement for Atlantic Montessori Charter School, Inc. d/b/a Atlantic Montessori Charter School – 5029 to re-locate and co-locate with Atlantic Montessori Charter School - West Campus – 5164. District 2

***M-2. First Amendment to the CSRA - Atlantic Montessori Charter School, Inc. – 5164 (Approved)**

Approved the First Amendment to the Charter School Renewal Agreement for Atlantic Montessori Charter School, Inc., d/b/a Atlantic Montessori Charter School West Campus – 5164 to co-locate with Atlantic Montessori Charter School – 5029. District 6

O. OPERATIONS (CONSENT)

***O-1. Modified Revocable License Agreement - Charles W. Flanagan High Water Use Permit (Approved)**

Approved the Modified Revocable License Agreement between Broward County (County) and The School Board of Broward County, Florida (SBBC) which allows the SBBC to continue to draw from the surface water canal at the adjacent CB Smith Park for irrigation of the grounds at Charles W. Flanagan High. District 2

***O-2. Superintendent's Recommendations for Pre-Qualification Certification (Approved)**

Approved the Recommendations of the Qualification, Selection, and Evaluation Committee (QSEC) Meeting held on December 18, 2025, to certify, re-certify firms, increase pre-qualification limits for specific firms, and revoke those that did not renew, as reflected in the attached Superintendent Recommendations - Tracking Report. District-wide

O-3. RFP-FY26-007 - Property and Casualty Insurance Brokerage Services (Override) (Approved as Amended)

This is a companion item to OO-6.

Motion was made by Ms. Thompson, seconded by Mrs. Hixon, to approve the Override Statutory Stay - RFP26-007 Property and Casualty Insurance Brokerage Services. District-wide. **This Motion was superseded by a Motion to Amend (page 6)**. (9-0 vote)

The Chair received public comments.

The Board had a lengthy, robust discussion that included, but was not limited to, the bid protest stay and public safety exception; Risk Management's concerns about loss of brokerage services after January 31, 2026 and risks to timely insurance renewals before May 15, 2026 and hurricane season; clarification of brokerage fee timing and protest timelines; and confirmation that without an override the District would retain coverage but lack of a broker, creating continuity and renewal risks.

Motion to Amend (Carried)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to add the additional supplemental grounds that were spoken into the record by Mr. Henry, Director, Risk Management Department, be included in this item:

"Without approval of the new RFP, the District would no longer have access to the following critical services:

- FEMA recovery assistance to support disaster-related reimbursement and compliance.
- Reconstruction and cost appraisals (8–10 conducted annually) to ensure the District is aware of current rebuild costs in the event of a loss.
- Property and casualty loss prevention services to reduce risk and potential claims.
- Certificate of insurance tracking to verify that vendors' and contractors' insurance policies are current and compliant; without this oversight, the District could be liable for damages or losses.
- Ongoing monitoring of insurers' financial strength and AM Best ratings to confirm their ability to pay claims.
- Claims assistance and advocacy on behalf of the District in the event of a loss." (9-0 vote)

The Chair received public comments.

Board discussion included, but was not limited to, questions regarding whether an emergency or 180-day contract extension was permissible; confirmation that the Board had already exercised its right pursuant to 3.05 of the Arthur Gallagher contract to terminate for cause effective January 31, 2026; and an explanation that the item before the Board was the override of the existing bid protest.

A vote was taken on the Motion to Amend.

A vote was taken on this item as amended.

S. SCHOOLS (LEARNING COMMUNITIES) (CONSENT)

T. INFORMATION SYSTEMS (CONSENT)

***** END OF CONSENT AGENDA *****

Committee Reports
(Committee Reports listed on the Regular School Board Meeting agenda will be heard immediately following the Consent Agenda.)
Broward County Council PTAs/PTSAs – Written report
Employee Unions/Groups – Ana Fusco, BTU President

These reports may be viewed in their entirety at: https://www.browardschools.com/meetingagendas
(Click on School Board Meeting January 21, 2026.)

Superintendent's Report
Superintendent Hepburn reported a historic federal graduation rate of 91.4 percent, increasing to 97.5 percent when charter schools were excluded, crediting the collective efforts of district staff. He provided an update on graduation venues, noting that most ceremonies were moved to district-owned facilities as a cost-saving measure, resulting in approximately $500,000 in annual savings to be reinvested into classrooms, programs, and student supports. Additionally, the Superintendent reaffirmed the district's commitment to meaningful graduation experiences for all students and families.

BECON presented a video recap highlighting key moments in the District.

The Board held a lengthy, robust discussion that included, but was not limited to, graduation venue affordability and quality; equity considerations across schools; feasibility and timing of fundraising efforts; alternative venues and capacity limitations; and the need to balance financial stewardship with preserving the significance of graduation ceremonies.

Motion (Failed Due to Lack of Second)
Motion was made by Mrs. Alhadeff, I move that the Board get consensus to direct the Superintendent to develop and present a revised, more equitable graduation plan that provides comparable non-gymnasium graduation options for any high school that does not wish to hold its ceremony in a gymnasium.

Interim General Counsel advised that, pursuant to a revision adopted in November 2025, Policy 1020 removed the language regarding consensus; therefore, the Board no longer takes consensus on agenda items. The motion was not seconded following this guide.

Board discussion included, but was not limited to, graduation venue selection criteria; ticket allocation per graduate; venue cost comparisons and projected savings; ceremony logistics; outreach to municipalities and alternative venue feasibility; and the need to maintain equity across schools.

Motion (Failed)
Motion was made by Mr. Cervera, seconded by Mrs. Alhadeff, to re-open the agenda to allow the Board to vote and give the Superintendent direction regarding the graduation venues.
Mrs. Bulman, Dr. Holness, Mrs. Leonardi, Ms. Thompson, and Dr. Zeman voted no. (4-5 vote)

The Chair received public comments.

(Following the public comments, the Regular School Board Meeting recessed for an attorney-client session.)

(Following the attorney-client session, the Regular School Board Meeting commenced with discussion regarding Board responses to the Superintendent's Report.)

A vote was taken on the Motion (page 7).

Board discussion continued with the need to maintain quality graduation experiences despite venue changes; timeline and logistical impacts on families; and consideration of community and student input.

***** REGULAR/OPEN AGENDA *****

HH. HUMAN RESOURCES (OPEN)

HH-1. Memorandum of Understanding between SBBC and the BTU-EP

(Adopted)

Motion was made by Mrs. Rupert, seconded by Mrs. Hixon and carried, to adopt the provisions of the Memorandum of Understanding (MOU) between the School Board of Broward County, FL (SBBC) and Broward Teachers Union - Educational Professionals (BTU-EP) regarding the Teacher Salary Increase Allocation (TSIA) for the 2025-2026 school year. District-wide. (9-0 vote)

The Chair received public comments.

A brief comment was made regarding the historical practice of union recognition following ratification.

A vote was taken on this item.

AA. ACADEMICS (OPEN)

AA-1. The University of Florida Board of Trustees – Lastinger Center

(Approved)

Motion was made Mrs. Hixon, seconded by Mrs. Rupert and carried, to approve the Agreement between the School Board of Broward County, Florida (SBBC), and The University of Florida Board of Trustees – Lastinger Center. District-wide. (9-0 vote)

Agenda Items AA-1, BB-2, DD-1, JJ-1, JJ-3 through JJ-9, OO-2, and OO-3 were pulled concurrently.

No comments were made, and a vote was taken on these items.

AA-2. Khan Academy Inc. – Service Order for Licenses (High Schools)

(Approved)

Motion was made by Ms. Thompson, seconded by Mrs. Rupert and carried, to approve the Agreement between the School Board of Broward County, Florida (SBBC), and Khan Academy, Inc. District-wide. (9-0 vote)

No discussion was held, and a vote was taken on this item.

AA-3. Varsity Tutors Inc. – Data Sharing Agreement (Approved)

Motion was made by Mrs. Hixon, seconded by Mrs. Rupert and carried, to approve the Agreement between The School Board of Broward County, Florida (SBBC), and Varsity Tutors, Inc. District-wide. (9-0 vote)

No discussion was held, and a vote was taken on this item.

BB. BOARD MEMBERS (OPEN)

BB-1. Board Member Leonardi to attend Broward Days & FSBA Day in the Legislature (Approved)

Motion was made by Ms. Thompson, seconded by Mrs. Hixon and carried, to approve travel for School Board Chair Sarah Leonardi to attend Broward Days and FSBA Day in the Legislature in Tallahassee, FL on January 27th, 2026 through January 29th, 2026. (Leonardi).
Mr. Cervera voted no. (8-1 vote)

Board discussion included clarification of the prior agreement that the Board would cover the cost for the Chair to travel to Tallahassee to ensure official representation of the District; and acknowledgement of the Board for their engagement in the FSBA legislative process, noting optimism about advancing the District's priorities.

A vote was taken on this item.

BB-2. Board Member Leonardi to attend the Greater Florida Consortium of School Boards Meeting/Dinner (Approved)

Motion was made Mrs. Hixon, seconded by Mrs. Rupert and carried, to approve travel for School Board Chair Leonardi to attend the Greater Consortium of Florida School Boards Meetings/Dinner in Tallahassee, FL on February 10th, 2026 through February 12th, 2026. (Leonardi) (9-0 vote)

Agenda Items AA-1, BB-2, DD-1, JJ-1, JJ-3 through JJ-9, OO-2, and OO-3 were pulled concurrently.

No comments were made, and a vote was taken on these items.

CC. OFFICE OF THE SUPERINTENDENT (OPEN)

DD. CHIEF AUDITOR (OPEN)

DD-1. Audit of Payroll Policies and Procedures of Selected Locations Follow-up (Received)

Motion was made Mrs. Hixon, seconded by Mrs. Rupert and carried, to receive Internal Audit Report - Audit of Payroll Policies and Procedures of Selected Locations Follow-up. District-wide. (9-0 vote)

Agenda Items AA-1, BB-2, DD-1, JJ-1, JJ-3 through JJ-9, OO-2, and OO-3 were pulled concurrently.

No comments were made, and a vote was taken on these items.

DD-2. Carr, Riggs & Ingram, LLC (CRI) - Internal Audit of AP & Disbursements (Received)

Motion was made by Ms. Thompson, seconded by Mrs. Bulman and carried to receive Carr, Riggs & Ingram, LLC (CRI) - Internal Audit of Accounts Payable & Disbursements December 2024. District-wide. (9-0 vote)

Board discussion included, but was not limited to, concerns for the delayed presentation and reason for the expanded timeline; and implementation of corrective actions and enhanced internal controls within the procurement and financial processes. The Superintendent indicated that a regular cadence of briefings for the Board would be established.

A vote was taken on this item.

EE. SAFETY & SECURITY (OPEN)

FF. FINANCIAL MANAGEMENT (OPEN)

FF-1. Grant Applications - Pre & Post-Submission (Approved)

Motion was made Mrs. Hixon, seconded by Mrs. Rupert and carried, to approve the submission of the following grant applications. District-wide. (9-0 vote)

Comments were made that the item would provide approximately $4.3 million in grant funding to the District, including federal funding to support students with disabilities, Florida Atlantic University's (FAU) Promise Neighborhood Grant, and a Canine Grant. Appreciation was expressed to staff for their efforts in securing additional funding to support District programs and students.

A vote was taken on this item.

GG. GENERAL COUNSEL (OPEN)

JJ. CAPITAL PROGRAMS (OPEN)

JJ-1. Change Order #6 - Plantation Park ES, P.002136

Motion was made Mrs. Hixon, seconded by Mrs. Rupert and carried, to approve Change Order #6 granting 558 additional calendar days. District 6. (9-0 vote)

Agenda Items AA-1, BB-2, DD-1, JJ-1, JJ-3 through JJ-9, OO-2, and OO-3 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-2. Change Order #7 - Boyd Anderson HS, P.001846 (Withdrawn)

JJ-3. Change Order #8 - Lloyd Estates ES, P.001824 (Approved)

Motion was made Mrs. Hixon, seconded by Mrs. Rupert and carried, to approve Change Order #8 granting 728 additional calendar days. District 3. (9-0 vote)

Agenda Items AA-1, BB-2, DD-1, JJ-1, JJ-3 through JJ-9, OO-2, and OO-3 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-4. GMP Amendment 2 to the CMAR - C. Robert Markham ES, P.002777-P1B (Approved)

Motion was made Mrs. Hixon, seconded by Mrs. Rupert and carried, to approve Guaranteed Maximum Price (GMP) Amendment 2 to the Construction Manager at Risk Agreement which establishes a $1,065,310 GMP for the demolition of Building 1. District 7. (9-0 vote)

Agenda Items AA-1, BB-2, DD-1, JJ-1, JJ-3 through JJ-9, OO-2, and OO-3 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-5. Final Acceptance, Release of Retainage - Lakeside ES, P.002070 (Approved)

Motion was made Mrs. Hixon, seconded by Mrs. Rupert and carried, to approve Final Acceptance of the Project, Release of Retainage, a time extension of 866 days to Substantial Completion, and a time extension of 136 days between Substantial and Final Completion. District 2. (9-0 vote)

Agenda Items AA-1, BB-2, DD-1, JJ-1, JJ-3 through JJ-9, OO-2, and OO-3 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-6. Final Acceptance, Release of Retainage - Lauderhill Community School, P.002092 (Approved)

Motion was made Mrs. Hixon, seconded by Mrs. Rupert and carried, to approve Final Acceptance of the Project, Release of Retainage, a time extension of 364 days to Substantial Completion, and a time extension of 175 days between Substantial and Final Completion. District 5. (9-0 vote)

Agenda Items AA-1, BB-2, DD-1, JJ-1, JJ-3 through JJ-9, OO-2, and OO-3 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-7. Final Acceptance, Release of Retainage - Stirling ES, P.001905

(Approved)

Motion was made Mrs. Hixon, seconded by Mrs. Rupert and carried, to approve Final Acceptance of the Project, Release of Retainage to the Surety, a time extension of 1,449 days to Substantial Completion, and a time extension of 239 days between Substantial and Final Completion. District. (9-0 vote)

Agenda Items AA-1, BB-2, DD-1, JJ-1, JJ-3 through JJ-9, OO-2, and OO-3 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-8. Third Amendment to PSA - Welleby ES, P.002114 (Approved)

Motion was made Mrs. Hixon, seconded by Mrs. Rupert and carried, to approve the Third Amendment to the Professional Services Agreement between The School Board of Broward County, Florida, and RGD & Associates, Inc. District 5. (9-0 vote)

Agenda Items AA-1, BB-2, DD-1, JJ-1, JJ-3 through JJ-9, OO-2, and OO-3 were pulled concurrently.

No comments were made, and a vote was taken on these items.

JJ-9. Fourth Amendment to PSA - Pembroke Lakes ES, P.001842

(Approved)

Motion was made Mrs. Hixon, seconded by Mrs. Rupert and carried, to approve the Fourth Amendment to the Professional Services Agreement between The School Board of Broward County, Florida, and Crain Atlantis, Inc. District 2. (9-0 vote)

Agenda Items AA-1, BB-2, DD-1, JJ-1, JJ-3 through JJ-9, OO-2, and OO-3 were pulled concurrently.

No comments were made, and a vote was taken on these items.

LL. CHIEF OF STAFF & COMMUNICATIONS (OPEN)

MM. STRATEGY & INNOVATION (OPEN)

MM-1. Superintendent's Recommendation Sunshine Elementary School

(Adopted)

Motion was made by Mrs. Hixon, seconded by Mrs. Rupert and carried, to adopt the Superintendent's recommendation to consolidate Sunshine Elementary School into Fairway Elementary School, and make the Sunshine Elementary School campus available for another District use. District 2. (9-0 vote)

Comments were made regarding hazardous walking routes, parent notification, and leadership assignments; the need for a communication plan; and the next steps in the transition.

A vote was taken on this item.

MM-2. Superintendent's Recommendation Panther Run Elementary School
(Adopted)

Motion was made by Mrs. Hixon, seconded by Ms. Thompson and carried, to adopt the Superintendent's recommendation to consolidate Panther Run Elementary School into Chapel Trail Elementary School and Silver Palms Elementary School, and make the Panther Run Elementary School campus available for another District use. District 2. (9-0 vote)

No discussion was held, and a vote was taken on this item.

MM-3. Superintendent's Recommendation Palm Cove Elementary School
(Adopted)

Motion was made by Mrs. Hixon, seconded by Mrs. Rupert and carried, to adopt the Superintendent's recommendation to consolidate Palm Cove Elementary School into Lakeside Elementary School and Pines Lakes Elementary School, and make the Palm Cove Elementary School campus available for another District use. District 2. (9-0 vote)

Board discussion included, but was not limited to, the timeline for announcing plans for closed school spaces; and next steps for repurposing facilities. The Superintendent confirmed that any disposal decision would return to the School Board for approval.

A vote was taken on this item.

MM-4. Superintendent's Recommendation North Fork Elementary School
(Adopted)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to adopt the Superintendent's recommendation to consolidate North Fork Elementary School into Croissant Park Elementary School, Dr. Martin Luther King, Jr. Elementary School, Thurgood Marshall Elementary School, and Walker Elementary School, and make the North Fork Elementary School campus available for another use. District 5. (9-0 vote)

Comments were made regarding the four proposals that were submitted and shared with the Board; and individuals interested in submitting a proposal could email the Superintendent, or the Chief Strategy & Innovation Officer. The proposals would be presented and discussed at the March 24, 2026 School Board Workshop.

A vote was taken on this item.

MM-5. Superintendent's Recommendation Walter. C Young Middle School

(Adopted)

Motion was made by Mrs. Hixon, seconded by Mrs. Rupert and carried, to adopt the Superintendent's recommendation to shift the portion of the Walter C. Young Middle School boundary west of Interstate 75 to Silver Trail Middle School, so that beginning in the 2026-27 school year students in this area will be assigned to Silver Trail Middle School. District 2.
Dr. Holness was absent for the vote. (8-0 vote)

Comments were made regarding the timeline for phasing out Walter C. Young Middle School and reconfiguring Charles W. Flanagan High School as a grades 6–12 campus.

A vote was taken on this item.

MM-6. Superintendent's Recommendation Plantation Middle School

(Adopted)

Motion was made by Ms. Thompson, seconded by Mrs. Hixon and carried, to adopt the Superintendent's recommendation to consolidate Plantation Middle School into Plantation High School and reconfigure Plantation High School as a sixth through twelfth -grade school. Make the Plantation Middle School campus available for another District use. District 5.
Dr. Holness was absent for the vote. (8-0 vote)

No discussion was held, and a vote was taken on this item.

MM-7. Superintendent's Recommendation Bair Middle School

(Not Adopted)

Motion was made by Ms. Thompson, seconded by Mrs. Hixon, to adopt the Superintendent's recommendation to consolidate Bair Middle School into Westpine Middle School, and make the Bair Middle School campus available for another District use. District 5.
Mrs. Bulman, Mr. Cervera, Mrs. Hixon, Dr. Holness, and Mrs. Rupert voted no. (4-5 vote)

The Chair received public comments.

Board discussion included viable options to increase occupancy through new leadership, community partnerships, and the potential co-location of city programs; and concerns were expressed that closing Bair would limit future capacity.

A vote was taken on this item.

MM-8. Superintendent's Recommendation Charles W. Flanagan High School

(Adopted)

Motion was made by Mrs. Rupert, seconded by Mrs. Hixon and carried, to adopt the Superintendent's recommendation to shift the portion of the Charles W. Flanagan High School boundary west of Interstate 75 to West Broward High School, so that beginning in the 2026-27 school year students in this area will be assigned to West Broward High School. District 2.
Dr. Holness was absent for the vote. (8-0 vote)

No discussion was held, and a vote was taken on this item.

MM-9. Superintendent's Recommendation Hallandale High School

(Adopted)

Motion was made by Mrs. Hixon, seconded by Mrs. Rupert and carried, to adopt the superintendent's recommendation to shift the portion of the Hallandale High School boundary west of Interstate 95 to Miramar High School, so that beginning in the 2026-27 school year students in this area will be assigned to Miramar High. Hallandale High School will be transitioned to a four-day-week magnet school following the Pompano Beach High School model. District 1.
Dr. Holness was absent for the vote. (8-0 vote)

Board discussion included support for the reconfiguration; inquiries regarding boundary changes and priority access for affected students to new programs; and assurances of continued community engagement in final program design.

A vote was taken on this item.

MM-10. Superintendent's Recommendation Thurgood Marshall Elementary School (Adopted)

Motion was made by Mrs. Hixon, seconded by Mrs. Rupert and carried, to adopt the Superintendent's recommendation to reconfigure Thurgood Marshall Elementary School as a birth through fifth-grade early learning center. District 5.
Dr. Holness was absent for the vote. (8-0 vote)

Comments were made pertaining to a financial component in the item, noting that additional costs for equipment and furnishings would be required. Staff was asked to address these financial considerations, along with marketing strategies and preschool enrollment planning, during the March workshop when all proposals would be presented.

A vote was taken on this item.

MM-11. Superintendent's Recommendation Seagull Alternative High School

(Adopted as Amended)

Motion was made by Mrs. Hixon, seconded by Mrs. Alhadeff to adopt the Superintendent's recommendation to consolidate Seagull Alternative High School into Whiddon-Rogers Education Center, and make the Seagull Alternative High School campus available for another use. District 3. **This Motion was superseded by a Motion to Amend (page 16)**. (9-0 vote)

Board discussion included concerns regarding facility conditions at Whiddon-Rogers related to the proposed relocation from Seagull; requests for assurances that the campus would be safe and fully ready for students and families by the start of the 2026–2027 school year; concerns that unresolved facility issues could impact readiness for specialized populations; and requests for regular updates and inclusion of facility condition assessment data to support future decision-making.

Motion to Extend (Carried)
Motion was made by Ms. Thompson, seconded by Mrs. Bulman and carried to extend the Regular School Board Meeting by two hours.
Mrs. Alhadeff voted no. (8-1 vote)

Board discussion included concerns about safety guarantees at Whiddon-Rogers for infants and special populations; questions about timely completion of facility projects; emphasis on honoring community commitments for appropriate and separated programming spaces; and ensuring accommodations and independence for Adults with Disabilities prior to relocation.

Motion to Amend (Carried)
Motion was made by Dr. Zeman, seconded by Mrs. Leonardi and carried, to require the Superintendent in his Superintendent reports in March, May, and July at the Regular School Board meetings to start with an update on how the accommodations are being done at Whiddon-Rogers. (9-0 vote)

A vote was taken on the Motion to Amend.

Additional comments were made that emphasized the community's gracious acceptance of the change; the need to honor commitments for separation of student groups and facility upgrades; stressed that only full safety and appropriate accommodations were acceptable; and the importance of accountability to ensure promises made to families and staff were kept.

A vote was taken on this item as amended.

MM-12. Superintendent's Recommendation for School Boundaries
(Adopted as Amended)

Motion was made by Mrs. Hixon, seconded by Mrs. Rupert, to adopt the Superintendent's recommendations for all elementary, middle, high, and combination school attendance area boundaries and school usage for the 2026-27 school year. The Superintendent has recommended no changes to school attendance area boundaries or school usage for the 2026-27 school year for all schools not impacted by other items impacting school attendance area boundaries and/or school usage (MM-1, MM-2, MM-3, MM-4, MM-5, MM-6, MM-7, MM-8, MM-9, MM-10, and MM-11, tentatively). District-wide. **This Motion was superseded by a Motion to Amend**.
(9-0 vote)

The Chair received public comments.

Board discussion included, but was not limited to, the need to strengthen school marketing using social media; upcoming workshops on school utilization; and differing views on countywide school closures versus ongoing annual boundary and enrollment reviews.

Motion to Amend (Carried)
Motion was made by Dr. Zeman, seconded by Dr. Holness and carried, I move that we include Bair Middle School and Westpine Middle School on Agenda Item MM-12. (9-0 vote)

A vote was taken on the Motion to Amend (page 16).

A vote was taken on this item as amended.

OO. OPERATIONS (OPEN)

OO-1. AGR25-166 - ThoughtExchange - Engagement 360 (Approved)
Motion was made by Ms. Thompson, seconded by Mrs. Hixon and carried, to approve the First Amendment/Renewal between The School Board of Broward County, Florida (SBBC), and Fulcrum Management Solutions, Inc. District-wide. (9-0 vote)

No discussion was held, and a vote was taken on this item.

OO-2. AGR26-146 - Energy Expense Management Software (Approved)
Motion was made Mrs. Hixon, seconded by Mrs. Rupert and carried, to approve the Agreement between The School Board of Broward County, Florida (SBBC), and EnergyCAP, LLC, and the spending authority of $260,523.10. District-wide. (9-0 vote)

Agenda Items AA-1, BB-2, DD-1, JJ-1, JJ-3 through JJ-9, OO-2, and OO-3 were pulled concurrently.

No comments were made, and a vote was taken on these items.

OO-3. ITB26-118 - Fire Alarm Parts & Equipment (Approved)
Motion was made Mrs. Hixon, seconded by Mrs. Rupert and carried, to approve the Award of Invitation to Bid (ITB) ITB26-118 - Fire Alarm Parts & Equipment to the following two (2) Vendors: 1) Bass-United Fire & Security Systems, Inc., 2) Integrated Fire & Security Solutions, and approve spending authority in the amount of $1,053,500. District-wide. (9-0 vote)

Agenda Items AA-1, BB-2, DD-1, JJ-1, JJ-3 through JJ-9, OO-2, and OO-3 were pulled concurrently.

No comments were made, and a vote was taken on these items.

OO-4. ITB-FY24-131 - Pumps and Electric Motors (Approved)
Motion was made by Mrs. Hixon, seconded by Ms. Bulman and carried, to approve Additional Spending Authority of $274,000 for Invitation to Bid (ITB) ITB-FY24-131 - Pump and Electric Motors to the following four (4) Vendors: 1) Blizzard Air Conditioning, LLC, 2) Condo Electric Industrial Supply, Inc., 3) Rice Pump And Motor Repair, Inc., 4) The Ware Group, LLC d/b/a Johnstone Supply. District-wide. (9-0 vote)

Comments were made regarding Minority and Women Owned Business Enterprise (MWBE) participation and equitable vendor opportunities.

A vote was taken on this item.

OO-5. RFP-FY22-220 - Turnkey Solution for Providing Substitute Teachers for BCPS (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Spending Authority of $36,724,861 for Request for Proposal (RFP) RFP-FY22 -220, Turnkey Solution for Providing Substitutes for Teachers and Classroom Assistants, for the previously approved Agreement between The School Board of Broward County, Florida (SBBC), and Kelly Services, Inc., for the term July 1, 2025, through June 30, 2026. District-wide. Mrs. Alhadeff and Ms. Thompson were absent for the vote. (7-0 vote)

Board discussion included, but was not limited to, process controls and departmental coordination, among other topics; noted increased substitute usage; and requested an analysis of trends and incentives for the upcoming solicitation to improve substitute quality.

A vote was taken on this item.

OO-6. RFP-FY26-007 - Property and Casualty Insurance Brokerage Services This is a companion item to O-3. (Approved)

Motion was made by Mrs. Hixon, seconded by Mrs. Rupert and carried, to approve the Agreement with Risk Management Associates, Inc. for insurance brokerage services, and the spending authority in the amount of $1,650,000. District-wide. (9-0 vote)

The Chair received public comments.

No discussion was held, and a vote was taken on this item.

PP. POLICIES (OPEN)

RR. RESOLUTIONS (OPEN)

SS. SCHOOLS (LEARNING COMMUNITIES) (OPEN)

TT. INFORMATION SYSTEMS (OPEN)

Speakers – None.

Board Member Discussion(s)

Mrs. Hixon shared several recognitions, including her attendance at the College Football Playoff Foundation Education Summit, where Mr. Christopher Townly, a special education teacher at the Quest Center, was honored as a 2024 Hancock Excellence Award recipient for his more than 20 years of service and impact on students. She also congratulated the Fort Lauderdale High School dive team for winning a state championship and acknowledged two Flanagan High School students who earned state recognition in a recent competition.

Dr. Holness shared that Bennett Elementary School provided stress-relief balls at the BCPS Showcase, he planned to distribute to the Board.

Mrs. Leonardi requested an update on the Chief Auditor search, confirmed Board consensus to proceed with the current job description, to review all resumes in a Board meeting, and to mirror the prior interview process. She noted that Mr. Mark Magli was willing to serve as Interim Chief Auditor, and Mrs. Bulman agreed to bring a future agenda item to authorize contract negotiations. She also sought and received consensus to follow the prior timeline for placing the 2026 referendum on the November general election ballot. It was suggested that staff indicate the amount of cost savings achieved through renegotiated contracts on each agenda item moving forward.

Closed Door - None scheduled for this meeting.

Attorney Client Session(s) - Schedule for 12:30 P.M.

The General Counsel's Office has requested an attorney- client session for the January 21, 2026, Regular School Board meeting. This private session has been scheduled for 12:30 p.m. to discuss settlement negotiations and/or strategy relative to the following pending litigation:

(1) OHL Building, Inc., n/k/a OHLA Building, Inc. vs. The School Board of Broward County, Florida; (2) The School Board of Broward County, Florida vs. Zyscovich, LLC; and (3) Zyscovich, LLC v. Nutting Engineers of Florida, Inc., collectively under Case No. CACE-22-008804 (02), pending before the 17th Judicial Circuit in and for Broward County, Florida. The following persons will attend this attorney-client session: School Board Members: Sarah Leonardi, Chair; Dr. Jeff Holness, Vice Chair; Lori Alhadeff; Maura McCarthy Bulman; Adam Cervera, Esq.; Debra Hixon; Nora Rupert; Rebecca Thompson; Dr. Allen Zeman; Dr. Howard Hepburn, Superintendent of Schools; Oscar E. Soto, Esq.; Thomas C. Cooney, Esq.; and Kathelyn Jacques-Adams, Esq.

Adjournment This meeting was adjourned at 7:13 p.m.

Public comments sent electronically are attached and posted online.

Attachment

/cj

School Board Report
1.21.26

Happy New Year. At our meeting last week, we were delighted to see the increase in the graduation rate and our members expressed their confidence in the academic instruction that our students are receiving. We are proud of BCPS and especially proud of our students. We are not a “disaster,” quite the opposite and we stand behind BCPS.

We have been preparing for the 2026 Legislative Session and have sent a list of our priorities (listed below) to all of the members of the Broward Delegation.

- *The Legislature needs to fully fund programs that ensure the health, safety and education of all the children of Florida, including that of early childhood and preschool.*
- *Increase funding for mental health services, fund nurses and psychologists at all schools*
- *Public dollars must remain in public schools and we oppose any expansion of vouchers that redirect taxpayer dollars to private and religious schools, either directly or indirectly.*
- *We oppose the co-location of Charter Schools within traditional public schools.*
- *All K-12 educational institutions receiving public funds should be subject to the same accountability and transparency as regular public schools.*
- *Restrict accessibility to firearms and enact gun safety measures to protect the lives of children and all Floridians. We oppose lowering the age to purchase firearms from 21 to 18.*
- *PTA supports immunizations to prevent communicable disease, as a condition of entry into public and non-public schools, preschools and child care facilities.*
- *PTA supports a total ban on corporal punishment.*

Our PTAs contacted all of our Broward legislators to oppose HB 133 which lowers the age to purchase firearms from 21 to 18. We are proud to note that all 11 members of the House from Broward voted against the bill.

We will be traveling to Tallahassee later this week to attend the Florida PTA Legislative Conference and meet with legislators. We will advocate for children and public schools. Our packet of information will include the BCPS state legislative priorities.

PTAs submitted arts entries for the National PTA Reflections arts program. The categories are dance choreography, film production, literature, music composition, photography and visual arts. It includes all grades K-12. This year's theme is "I Belong."

For over 50 years, Reflections has helped students explore their own thoughts, feelings and ideas, develop artistic literacy, increase confidence and find a love for learning. The Reflections program provides opportunities for recognition and access to the arts which boosts student confidence and success in the arts and in life

Our county winners will be forwarded to the state and state winners to National PTA. All participants will be recognized with certificates on January 22nd at Apollo Middle School. The event will take place from 6:30 PM to 9 PM.

I have attached a few of our Visual Arts entries. We will also be including these as the cover of the folders for legislators, to demonstrate the importance of the Arts and the incredible talents of our students.

We will be conducting a virtual workshop for local unit Treasurer's on Saturday, February 7th.

We look forward to another wonderful year for all our students.

Regular School Board Meeting

Meeting Time: 01-21-26 08:45

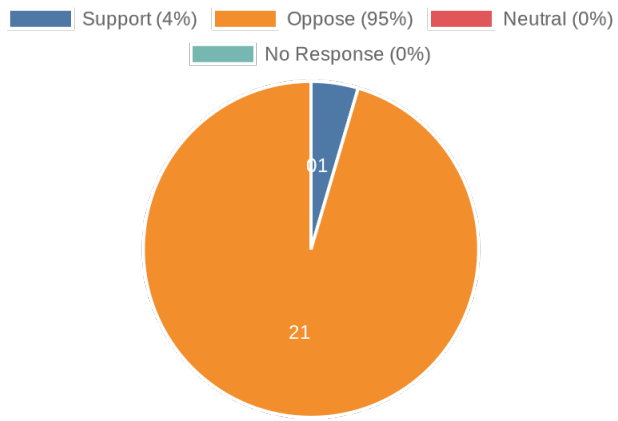
eComments Report

Meetings	Meeting Time	Agenda Items	Comments	Support	Oppose	Neutral
Regular School Board Meeting	01-21-26 08:45	98	22	1	21	0

Sentiments for All Meetings

The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



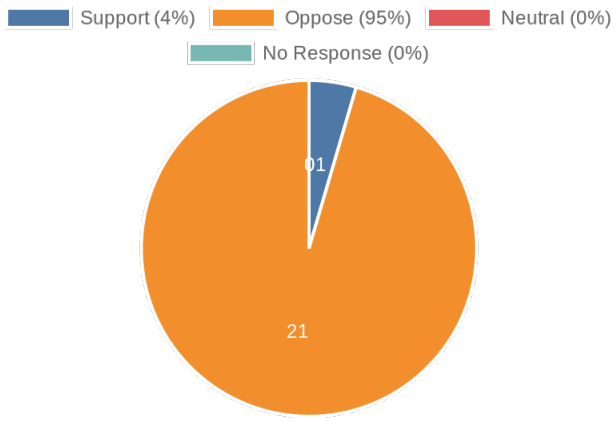
Regular School Board Meeting
01-21-26 08:45

Agenda Name	Comments	Support	Oppose	Neutral
SPEAKERS	2	0	2	0
MM-7.) Superintendent's Recommendation Bair Middle School SPECIAL ORDER - 1:30 P.M.	19	1	18	0
SPEAKERS	1	0	1	0

Sentiments for All Agenda Items

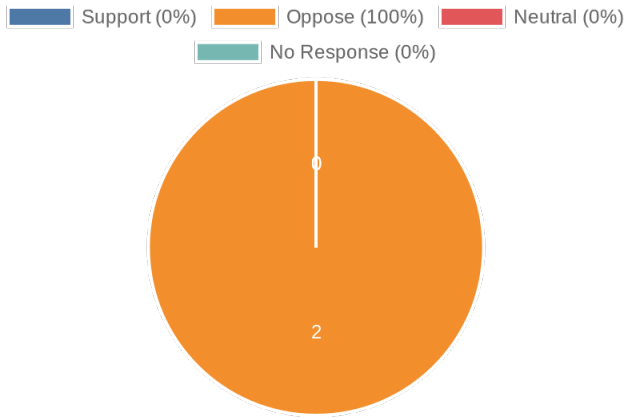
The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Agenda Item: eComments for SPEAKERS

Overall Sentiment



Isaac socolove
Location:
Submitted At: 9:28am 01-20-26

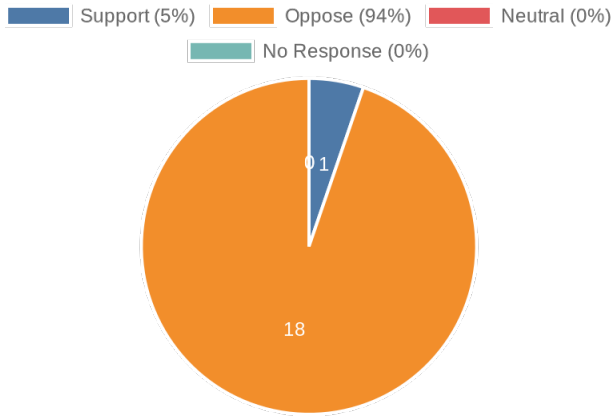
I disagree with the actions of Broward schools on graduation as it unequally represents the total of all gradating students.

Jacqueline Guzman
Location:
Submitted At: 1:52pm 01-18-26

Opposition to Graduation Cuts: Students Deserve Equitable, Professional Ceremonies—Not Gymnasium Cost-Saving Measures

Agenda Item: eComments for MM-7.) Superintendent's Recommendation Bair Middle School
SPECIAL ORDER - 1:30 P.M.

Overall Sentiment



Kaleen Martinez
Location:
Submitted At: 12:10pm 01-20-26

I do not support the closure of the school. They have a great magnet program that allows children to thrive.

Maisha Lewis
Location:
Submitted At: 12:06pm 01-20-26

My Oldest Daughter graduated from Bair and now is a sophomore at Piper High School. My son is now a student at Bair Middle as well. My youngest daughter is really looking forward to joining her big brother at Bair next year. This school, Principals, Teachers and Staff have been awesome to my children and I want that to continue. Not to mention the programs they offer such as Montessori and Cambridge. Please don't rob our children of opportunities that will change their lives for the better. Please keep Bair Middle School OPEN.....

Thelma Quick
Location:
Submitted At: 11:00am 01-20-26

As a Sunrise resident for over 10 years, it saddens me to see that a school in our community is proposed to close. This will have life changing consequences for the families in our community. From what I have heard, Bair has so many learning opportunities for children to take advantage of, that it seems like a big mistake to close. My great-grandchildren currently attend this school and are excelling in the curriculum. Please reconsider this decision!

Adam Gaddie
Location:
Submitted At: 10:46am 01-20-26

I have a 6th and 8th grader currently enrolled in the Bair Montessori Magnet Program. This program is the sole reason why we chose to enroll our kids in Bair MS. This program is beneficial to all children who need to be

challenged academically and held to a higher standard. We have three younger children that we plan to enroll at Bair as well. My 8th grader has participated in every sport since the 6th grade and the combination of her being a student-athlete has helped her improve in all aspects of life. This is a school that has the potential to improve and make an impact in the community and mold the future.

John Fries
Location:
Submitted At: 9:52pm 01-19-26

A new Sunrise resident here with an elementary school student. We were definitely considered Bair Middle after learning about all of the great programs they offer students and help grow their education. It's very devastating to the city of sunrise to lose a school with so much to offer. They need to find a better option than closing a Magnet school in our district which is scarce these days for kids wanting to learn more in school.

Omah Ellis
Location:
Submitted At: 9:40pm 01-19-26

I oppose to the closing of Bair as this will only affect our community negatively.

Matthew Martinez
Location:
Submitted At: 9:17pm 01-19-26

As a concerned Sunrise resident and grandparent, I'm opposed to the closing of Bair middle school. My grandchildren attend and both are doing great. The specialty programs are especially important to many children. I would hope the school board would consider this and exercise another option besides closure. It's ALL about the children!!!!

Sharlene Croasdale-Crocker
Location:
Submitted At: 8:19pm 01-19-26

I strongly agree and want Bair Middle School to continue operating. With the state of the world right now, economic and politically, there are still unfortunate children who despite their situations should still be given an opportunity to learn.

Shatoya Hyatt
Location:
Submitted At: 8:04pm 01-19-26

I am opposed to the closing of Bair Middle School. I have two children who previously attended Bair, and we had nothing but positive experiences with the staff and school community. I currently have a daughter and a nephew attending Bair, and they are doing well.

I also have children in elementary school who are looking forward to attending Bair in the future. Closing this school would be heartbreaking for them and disruptive to their education and stability. Bair Middle School is a supportive community, and I urge the district to reconsider this decision.

Winsome Ellis
Location:
Submitted At: 7:49pm 01-19-26

As a resident of Sunrise. I oppose to the closing of Bair Middle school. This will only but a strained on the city causing families with smaller children to move from the city to find a more comfortable and secure place to send there kids to. Please consider the fact that Bair is one out of the two Middle schools that the city has. Closing one will only impact us negatively than positively.

Melissa Felten
Location:
Submitted At: 7:14pm 01-19-26

I am a new Sunrise resident with an elementary school student. My family has highly considered Bair Middle after

learning about all of the amazing programs they offer. It would be very devastating to this city to lose a school with so much to offer. This city is full of families who deserve these options, not have them limited. We need to find a better option than closing a Magnet school in our district which is scarce these days!

Estelle Martinez
Location:
Submitted At: 3:30pm 01-19-26

I am a Sunrise resident and my grandchildren are sixth graders at Bair Middle, in the Montesori program. They have excelled at that school, they love it, their teachers and staff....Bair is a hidden gem! How can u close one of the two middle schools that Sunrise has? Also there is no plan in place for the Cambridge, Montessori, or coding programs that these children have started or for the special needs children. This shift will disrupt so many lives. Many families will struggle with finding new schools and routines that fit their current work and support schedules. I don't believe that there is any benefit to closing Bair Middle, let's find savings methods elsewhere.

CHERYL P LEHOUX
Location:
Submitted At: 2:23pm 01-19-26

As a sunrise resident for nearly 40 years, I strongly oppose to the closing of Bair Middle school!

Tatiana Cardona
Location:
Submitted At: 1:32pm 01-19-26

As a Sunrise resident and a former Bair Middle School student nearly 30 years ago, I strongly oppose the closure of Bair. Bair offers unique programs and opportunities that other local middle schools simply do not, and these programs play a vital role in serving a diverse range of students. Closing Bair would overcrowd the remaining middle schools, spreading teachers too thin and limiting the hands-on, individualized instruction our children need to succeed. Ultimately, this decision would push many families to seek private or charter school options, weakening our public school system and community as a whole.

Ericka Bartfield
Location:
Submitted At: 11:39am 01-19-26

Sunrise resident, Bair parent, and Bair PTA board member here to ask why Bair? Why are you closing a school that offers so many exceptional programs and educational opportunities to our children that many other Broward County schools do not. By doing this you are giving parents no option but to possibly take their child to charter or private, loosing even more public school attendees. You leave new families and elementary school families with only 1 middle school for our city and not one that is conveniently located for your Bair zoned kids. You have not taken into consideration the families who contine to support public school education, their work schedules, their abilities to get their children to and from school, and the mental health of those students who have a hard time adapting to change. Let's come up with better ways to save money with new enrollment changes, rather than closing beneficial schools, leaving teachers and administrators with no jobs, and putting this burden on students and families. It's just not fair! Why are we giving up on a Magnet status school, when it is such a vigorous process to attain? All the money that went in to it, and the continued education/certification time that the teachers put in. Bair Middle has come a long way and is continuing to get better and better. Dont give up on us now. These kids don't deserve to be given up on! Let's do better Broward County!

Kimara Townsend
Location:
Submitted At: 10:58am 01-19-26

As a Sunrise resident and a mother of four, with a child currently attending Bair Middle School, I must say that closing the doors to Bair would be devastating and leave us feeling displaced.
As a mom without a car, this closure presents a massive challenge. If my child misses the bus, gets sick, or needs to be picked up early for a doctor's appointment, I rely on the city bus to get to Bair, and my child can easily navigate to and from school on their own.
If he is forced to attend Westpine, there will be days he will be forced to miss school entirely, which would leave him behind as an IEP student. Westpine is not a viable option for me. Currently, Bair is 2.9 miles away (a 27-

minute bus ride or a 50-minute walk). Moving to Westpine means a 4.8-mile trip, which becomes 50 minutes by bus or 1 hour and 48 minutes by walking.
I understand the financial hardships the district is facing, and I am not opposed to saving, but closing schools that our scholars have worked so hard to improve is not the best solution. Many will be negatively impacted rather than positively. All nearby public schools are already impacted, and this will only strain them further.
Please consider the impact of this decision on the well-being of our children. The district is doing great academically—with no D or F schools, wonderful staff, and a 97% graduation rate. This proves there is great work happening that could be ruined by this change.
I could list many more reasons to keep Bair open, but I will end here. Remember, Rome wasn't built in a day. Let's keep this progress going and give schools enough time to flourish. Let's not run away when things get tough, but rather push through with better marketing and values to get families comfortable sending their kids back to public school.

Alexander Bartfield
Location:
Submitted At: 3:54pm 01-18-26

Hi! I am writing as a Sunrise resident and father of 2 children currently attending Bair Middle. As a resident, why are we losing 1 if our only 2 middle schools in our entire city. A city that has a good size population, that keeps growing. I believe our city will continue to grow due to one of the only good cities in the area with one the most affordable housing markets. What happens when families continue to move here and we leave them with minimal options for public schools? Do we want to lose more students to charter and private? Bair Middle provides a high quality education through its magnet and many other programs that it offers which are not found at many public schools. Both of my children are thriving in their Montessori program and have adapted so well to their first year of middle school. I would hate to see that taken away from them or any child there at no fault of their own. Please reconsiderate keeping Bair open for the sake of our children, our families and our community.

Joshua Minto
Location:
Submitted At: 10:53am 01-18-26

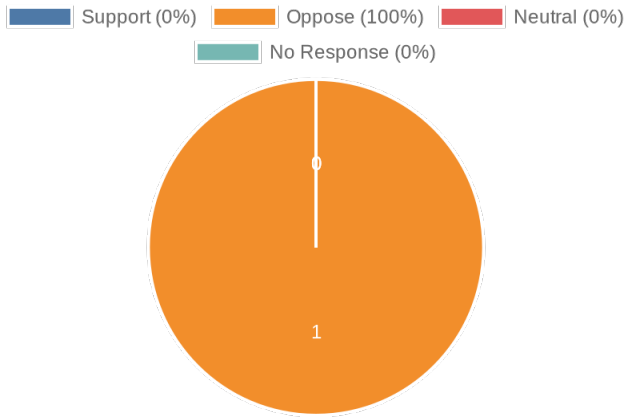
Closing Bair Middle school means shutting off what has been and why is to be. Bair middle school is a school that had a rough start but has been developed into a good school full of good influence to the kids who currently and will attend. Closing this school will be a huge change for a lot of children, families, teachers, and faculty. The closure of Bair means that a lot of kids who are unable to get on the bus or whose parents are unable to support are car ride are left in the water because the school is in such a sweet spot. Bair is the only middle school around for some miles. Bair closing will let the history that Bair went through go to waste and be forgotten. A few teacher and faculty will also be out of work also. Bair should stay open for the many opportunities that it has provided and will provide. Keep Bair Middle School Open!!!

Jeannette Marcel
Location:
Submitted At: 5:15pm 01-16-26

Closing this school is closing its doors to our future families and students.

Agenda Item: eComments for SPEAKERS

Overall Sentiment



Jacqueline Guzman
Location:
Submitted At: 1:51pm 01-18-26

Opposition to Graduation Cuts: Students Deserve Equitable, Professional Ceremonies—Not Gymnasium Cost-Saving Measures

Status: REVISED

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	H. Human Resources
DEPARTMENT:	Talent Acquisition

Agenda Item Number:	H-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	N/A

TITLE:

Appointments, Leaves, and Separations of Employment
ADDITIONAL INFORMATION

REQUESTED ACTION:

Approve the appointments, leaves, and separations of employment. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Returns on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Additional Information Memo
- Memo to Revise

FINANCIAL IMPACT:

There is no financial impact to the District

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Ernie Lozano	Phone:	754-321-1840
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Ernie Lozano, Chief Human Resources Officer

Signature

Dr. Ernie Lozano, Chief Human Resources Officer Jan 26, 2026

Electronic Signature

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24

HH/JJS

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. HOWARD HEPBURN
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

February 3, 2026

TO: School Board Members

FROM: Dr. Ernie Lozano
Chief Human Resources Officer

VIA: Dr. Howard Hepburn
Superintendent of Schools

SUBJECT: **ADDITIONAL INFORMATION FOR ITEM H-1, LEAVES AND SEPARATION OF EMPLOYMENT 2025-2026, FROM THE FEBRUARY 10, 2026, REGULAR SCHOOL BOARD MEETING**

Attached is additional information regarding Item H-1, Appointment, Leaves, and Separation of Employment 2025-2026, for the February 10, 2026, Regular or Special School Board Meeting.

HH/EL/STR:mc

Attachment

For more information, please contact:

Name: Dr. Ernie Lozano
Title: Chief Human Resources Officer
Phone: 754-321-1840

EXECUTIVE SUMMARY

Appointments, Leaves, and Separations of Employment

Board Meeting Date: February 10, 2026

Requested Action: Approve the appointments, promotions, demotions, salary adjustments, leaves of absence, and separations of employment.

School Board Policy Requirement/Authority: Policy number: 7150

Statutory Requirement/Authority: Yes, Florida Statutes Chapter 1012

District-zone Impact: District-wide

Impact of the School Board's Vote:
- If the School Board votes "Yes": The recommended candidates will continue to be employed, the leave of absence will continue, and the separation of employment is officially accepted by the Board.
- If the School Board votes "No": The recommended candidate would not be approved which can cause schools to not have staff to meet the needs of students or departments to be able to complete tasks efficiently or support schools. The leave of absence approval would be rescinded which would create issues for the affected employees. The separation of employment would not officially be accepted by the Board, which could produce a negative financial impact to the District.

Background/History
Broward County Public Schools (BCPS) has a long-standing tradition of ensuring transparency and accountability in its operations. One of the key areas where this is evident is in the process of employee appointments, leaves, and separations. This practice of bringing these matters to the Board for approval is rooted in the District's commitment to maintaining high standards of governance and oversight. By requiring Board approval for employee appointments, leaves, and separations, the District ensures that all personnel decisions are made with careful consideration and in alignment with the District's policies and goals. This process helps to maintain a high level of integrity and trust within the community, as it provides a system of checks and balances. It is a key component of the district's governance structure and helps

to ensure that all personnel decisions are made with the utmost integrity and in the best interest of the students and the community.

All recommended candidates meet at least the minimum qualifications for the required positions. The list of leave approvals is for employees requesting a Board-approved leave of absence.

Alignment to 2027 Goals and Guardrails:
Guardrail 3- School Support.

Measurable Outcome(s)/Return on Investment:
Talent Acquisition monitors vacancies, new hires, and establishes Key Performance Indicators (KPI) to track the onboarding process and recruitment efforts. These KPIs are used to decrease time to fill rates, improve candidates' experiences, and provide stellar customer service to all Human Resources stakeholders.

Financial Impact, Funding Source & Budget Status:

- No additional funding is required. The respective funding is allocated in school/department budgets.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original spending authority request					
First Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Second Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	—	—	—		

Multi-year agreement: Yes / No: N/A
Procurement Method: N/A

Impact on Schools:
Schools will not be able to staff positions to support student learning and meet student needs.

If there is an impact on schools, how will schools be selected/prioritized: N/A

Stakeholder Engagement/ End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: N/A

APPOINTMENTS, LEAVES, & SEPARATIONS OF EMPLOYMENT 2025-2026
FEBRUARY 10, 2026

This agenda item includes personnel recommendations for appointments, assignments, promotions, demotions and leaves for all employee groups:

- Administrators: Broward Principals & Assistants Association (BPAA), Educational Support & Management Association of Broward, Inc. (ESMAB), Technical Support Professionals (BTU-TSP), Police Benevolent Association, Inc.
- Non-Instructional Support: Clerical, Confidential Office Personnel Association (COPA), Maintenance, Facilities Service, Transportation & Security (FOPE4), Food Service (FOPE Food Service), Education Support Professionals (BTU-ESP), Secretarial/Clerical (FOPE Clerical)
- Instructional: Education Professionals (BTU-EP)

Recommendations include the name of recommended individual(s) school/location, job title, and applicable information. The individuals recommended have the qualifications required for the specified position and will be paid as specified in the Board Approved Salary Schedules.

All recommendations are made with the understanding that these individuals will comply with regulations/policies as set forth by the Florida Department of Education and The School Board of Broward County, Florida. External candidates marked with an asterisk (*) are pending security clearance.

Appointments, reassignments, promotions, & demotions

	Page
Instructional	1
Non-Instructional	2
Administrator	3
Task Assignment/Working Out of Class	4

Leave of Absences

Instructional	5
Non-Instructional	5

Separation of Employment

Administrator	6
Instructional	6
Non-Instructional	7

INSTRUCTIONAL APPROVALS 2025-2026
FEBRUARY 10, 2026

EMPLOYEE NAME	LOCATION	POSITION	FUNDING SOURCE
GUTIERREZ GARCIA, MARIO	NOVA HIGH	TEACHER-MATHEMATICS HIGH	General Fund
PEREZ PUJOLS, JOHN	NOVA HIGH	ROTC INSTR-CERTIFIED	General Fund
RIGG, PEGGY	BOYD ANDERSON HIGH	TEACHER-MATHEMATICS HIGH	General Fund

NON-INSTRUCTIONAL APPROVALS AND REASSIGNMENTS (PROMOTIONS/DEMOTIONS)
FEBRUARY 21, 2026

EMPLOYEE NAME	LOCATION	POSITION TITLE	ACTION	FUNDING SOURCE
BLAKE,NIOMI	SSEP IZONES- 5	CAMPUS MONITOR	APPROVAL	GENERAL FUND
BROMFIELD,LAKETRICE	PUPIL TRANSPORTATION - C	BUS OPERATOR	APPROVAL	GENERAL FUND
FERGUSON,DAWN	SSEP IZONES- 7	CAMPUS MONITOR	APPROVAL	GENERAL FUND
JEAN BAPTISTE,FRANCOIS	PUPIL TRANSPORTATION-C	BUS OPERATOR	APPROVAL	GENERAL FUND
LARIOS,CINTHIA	COCONUT CREEK EL-SCH FOOD	FOOD SERV GEN WKR	APPROVAL	FOOD SERVICE
MOISE,EVENSON	PUPIL TRANSPORTATION - N	BUS OPERATOR	APPROVAL	GENERAL FUND
SANDERS,TERRY	PUPIL TRANSPORTATION - S	BUS OPERATOR	APPROVAL	GENERAL FUND
SCOLLIN,BERNADETTE	COCONUT CREEK EL-SCH FOOD	FOOD SERV GEN WKR	APPROVAL	FOOD SERVICE
SMITH,DANIKIA	DAVE THOMAS ED CENTER - F	FD SERV COOK BKR IIA	APPROVAL	FOOD SERVICE
WHITE CEPHAS,CHERYL	NOVA HIGH - SCH FOOD SVC	FOOD SERV GEN WKR	APPROVAL	FOOD SERVICE

Administrator Appointments, Reassignments, Promotions, and Demotions

February 10, 2026

Internal

Recommended Candidate	Current/Last Position, Location	Recommended Position, Location	Current Salary	Recommended Salary	Employee Group
Perez, Anthony	Fire Safety Inspector I	Fire Safety Inspector II, Chief Fire Official	$54,457	$65,457	BTU-TSP

Task Assignment/Working Out of Class

February 10, 2026

Recommended Candidate	Current Position	Task Assigned /WOC) Position, Location	Current Hourly Rate	Recommended Hourly Rate
FISHER, KELLEY	ASST DIRECTOR, EXCEPTIONAL STUDENT ED	DIRECTOR, SCHOOL CULTURE & STUDENT SUPPORT	$55.15847	$57.91639
SERRANO BOLANOS, KREZZIA	HR SUPPORT SERVICES SPECIALIST	HR ADMINISTRATOR I, FOOD AND NUTRITION SERVICES	$24.16437	$25.55878
WHITE, JOHN	DIRECTOR, PROCUREMENT & LOGISTIC OPS	EXECUTIVE DIRECTOR, PROCUREMENT & LOGISTIC OPERATIONS	$73.77049	$77.45902

LEAVE OF ABSENCE
APPROVALS, RETURNED EARLY, RESIGNED, RETIRED OR TERMINATED FROM LEAVE
FEBRUARY 10, 2026

NAME	LOCATION	POSITION	REASON
ALEXIS, JEAN	SUNRISE MIDDLE	MATH	LEAVE
ANASTACIO, MARINA	THE QUEST CENTER	SPEECH LANGUAGE PATHOLOGIST	RETURNED EARLY
ANDRE, NATACHA	BLANCHE ELY HS	CLASSROOM ASSISTANT	RETURNED EARLY
ANDREWS, MONICA	MONARCH HIGH	DRAMA	RESIGNED
ARCHIE, NATASHA	BROWARD ESTATES EARLY LEARNING	EXCEPTIONAL STUD. EDUC.	RETURNED EARLY
AYTE, CRISTIAN	BANYAN ELEMENTARY	MUSIC	LEAVE
BECKFORD, VERONICA	CHARLES DREW FAMILY RESOURCE CTR	TEACHER ASSISTANT-EARLY CHILDHOOD	LEAVE
CABLE,KIM	WINSTON PARK ELEM ELEM ELEM	ELEM EDUCATION	RESIGNED
CARL, WHITNEY	MIRAMAR HIGH	SCIENCE	LEAVE
CASTILLO, EMMANUEL	TARAVELLA, J.P. HIGH	SCIENCE	LEAVE
CIFUENTES ESTEBAN, RICARDO	VM STOCKROOM	STOCK CLERK P & I VEHICLE MAINTENANCE	LEAVE
COACHMAN,LATOYIA	LAKE FOREST ELEM	TEACHER ASSISTANT-PRE-K	LEAVE
COLLINS, STANIA	CHARLES FLANAGAN HIGH	MATH	LEAVE
DIXON, POLLYANN	SSEP IZONES-3	SECURITY SPECIALIST	LEAVE
DOMINGQUEZ-ABOLAFI	JENNILEE	ELEM EDUCATION	RESIGNED
ECKERSDORFF, GABRIELA	GATOR RUN ELEMENTARY	RESOURCE POSITION	LEAVE
ELLINGTON, CHANIKUA	LAUDERHILL PAUL TURNER	ELEM EDUCATION	RETURNED EARLY
ESPINOSA, AMANDA	LAKESIDE ELEMENTARY	SPEECH LANGUAGE PATHOLOGIST	LEAVE
GONZALEZ, VANESSA	PLANTATION HIGH	WORLD LANGUAGE - SPANISH	RETURNED EARLY
HARDEN, TIFFANY	WALKER ELEM	READING COACH	LEAVE
JALED, LORENA	PLANTATION PARK-SCH FOOD SVC	FOOD SERVICE GENERAL WORKER	LEAVE
KALIL, TRACEY	WINSTON PARK ELEM ELEM	ELEM EDUCATION	LEAVE
LAMB, CHRISTINE	CAREER,TECHNICAL & ADULT	GRANT FACILITATOR	RESIGNED
LAQUANDRA MACK, MARVETTA	BENNETT ELEMENTARY	TEACHER ASSISTANT-TI-ESE	LEAVE
MARRERO, REBECCA	PLANTATION ELEMENTARY	ELEM EDUCATION	LEAVE
MATHIEU , STEPHANIE	DAVIE ELEMENTARY	EXCEPTIONAL STUD. EDUC.	RESIGNED
MENA, KOREY	PARK TRAILS ELEMENTARY	READING COACH	RESIGNED
MONTENEGO, MARIELBA	EVERGLADES HIGH-FOOD SERVICE	FOOD SERVICE GENERAL WORKER	LEAVE
MOREAU , DAKOTA	HERON HEIGHTS ELEMENTARY	SCHOOL AGE CHILD CARE SUPERVISOR	RESIGNED
NICHOLSON, JACQUELINE	DISCOVERY ELEMENTARY	INFO MGMT TECH (ELEM/MID)	LEAVE
PARRIS, COREY	VEHICLE MAINTENANCE CENT W. AREA	LABORER VEHICLE MAINT	LEAVE
PENTON, CARLOS	BROADCASTING & MARKETING	ELECTRONIC TECHNICIAN ITV	LEAVE
PERSAUD, ADRIANA	PALM COVE ELEMENTARY	ELEM EDUCATION	LEAVE
RODRIGUEZ, SHEYANNE	MILLENNIUM 6-12 COLLEGIATE ACADEMY	MATH	LEAVE
SEE, EDWARD	SCHOOL SECURITY SUPPORT SERVICES	PROJECT MANAGER I	LEAVE
SMITH, PAMELA	WHIDDON-ROGERS DJJ	GUIDANCE COUNSELOR	LEAVE
WALKER, AMIRAH	TROPICAL ELEMENTARY	ELEM EDUCATION	LEAVE
WESLEY, BRANDON	SSEP IZONES-1	MANAGER, CAMPUS SECURITY	LEAVE
WOODFORD, WANNY	SUPPORT SERVICES	SCHOOL PSYCHOLOGIST	LEAVE

The list includes employees who have requested an initial or additional leave, retiring or resigning, returned early, or have been terminated for not submitting their timely intentions.

SEPARATION OF EMPLOYMENT
FEBRUARY 10, 2026

NAME	LOCATION	POSITION/STATUS	REASON
		ADMINISTRATOR	
CUNNINGHAM,RICHARD	COMMUNITY SCHOOLS NORTH	ASSISTANT PRINCIPAL	RETIREMENT
		INSTRUCTIONAL	
ANDERSON,STEPHANIE	FLORANADA ELEM	TEACHER-GRADE 5	RESIGNATION
ARDILA,BRYAN	CORAL SPRINGS HIGH	TEACHER-MUSIC BAND HIGH	RESIGNATION
ASHNER,LEONID	BAIR MIDDLE	TEACHER-MATHEMATICS MID	RESIGNATION
CABRERA,FABIO	COCONUT CREEK HIGH	TEACHER-LANGUAGE ARTS HIGH	RESIGNATION
CHICOYE,RIGAUD	HENRY D PERRY EDUCATION CNTR	TEACHER-LANGUAGE ARTS	RETIREMENT
COLBERT,PAMELA	WILTON MANORS ELEM	TEACHER-MATHEMATICS ELEM	RETIREMENT
CROSBIE,JOAN	CORAL SPRINGS ELEM	TEACHER-GRADE 3	RESIGNATION
DAVIS,ANIYHA	RICKARDS MIDDLE SCHOOL	TEACHER-SOCIAL SCIENCES MID	RESIGNATION
DAVIS,BRENDA	HENRY D PERRY EDUCATION C	TEACHER-ESE SPECIALIST	RETIREMENT
DENNIS,LUNSTON	CHARLES DREW ELEMEN	TEACHER-RESOURCE ELEM	RESIGNATION
DESABATINO,LAURA	SAWGRASS SPRINGS MIDDLE	TEACHER-SOCIAL SCIENCES MID	RETIREMENT
HEARD,CHELSEA	MENTAL HEALTH SERVICES	SCHOOL SOCIAL WORKER	RESIGNATION
HERTZ,JACQUELINE	POMPANO BEACH ELEMEN	TEACHER-HEAD START	RETIREMENT
JACKSON,CHARLOTTE	HALLANDALE HIGH	TEACHER-READING HIGH	RETIREMENT
JOBE,SHANYSE	COCONUT CREEK K-8 ACADEMY	TEACHER-AUTISM CLUSTER	RESIGNATION
LATHAM,NICOLE	TROPICAL ELEMEN	TEACHER-GRADE 2	RESIGNATION
LEGUILLOU,MURIEL	ORANGE BROOK ELEM	TEACHER-GRADE 5	RESIGNATION
LONGLEY,SHAWNNETTE	WEST BROWARD HIGH	TEACHER-SOCIAL SCIENCES HIGH	RESIGNATION
MAGNETTA,LAURA	POMPANO BEACH HIGH	TEACHER-SOCIAL SCIENCES HIGH	RETIREMENT
MARIANELLI,CARLA	MARKHAM, ROBERT C ELEM	TEACHER-HEAD START	RESIGNATION
MARTINEZ,KAREN	BROWARD VIRTUAL EDUCATION	TEACHER-MATHEMATICS HIGH	RETIREMENT
MILANO,SHANA	PARK SPRINGS ELEM	TEACHER-GRADE 5	RESIGNATION
MILLER,JASON TYLER	WESTERN HIGH	TEACHER-SOCIAL SCIENCES HIGH	RESIGNATION
MOTLEY,TONY K	WESTWOOD HEIGHTS ELEM	TEACHER-GRADE 5	RESIGNATION
MURILLO,JOSEPH	FORT LAUDERDALE HIGH	TEACHER-PHYSICAL ED & HEALTH	RESIGNATION
NICOLAY,MELANIE GWEN	EAGLE POINT ELEMEN	TEACHER-GRADE 2	RETIREMENT
NISBETT,BRITTNEY A	WINGATE OAKS CENTER	SPEECH LANGUAGE PATHOLOGIST	RESIGNATION
O'CONNELL,DENNIS	DEERFIELD BEACH MIDDLE	TEACHER-SCIENCE MIDDLE	RESIGNATION
PARNELL,BARBARA JO	VIRGINIA SHUMAN YOUNG ELEM	TEACHER-GRADE 4	RETIREMENT
PENICHET,DARCY	DRIFTWOOD MIDDLE	TEACHER-SOCIAL SCIENCES MID	RETIREMENT
RAYMOND,DONNA	NOVA BLANCHE FORMAN ELEM	TEACHER-ESE SPECIALIST	RETIREMENT
RIVERA,ANITA	DRIFTWOOD MIDDLE	TEACHER-SCIENCE MIDDLE	RESIGNATION
ROMANO,MICHAEL	MCARTHUR HIGH	TEACHER-ESE SPECIALIZED	RESIGNATION
SAINTELUS,MIQUELDA	NORTHEAST HIGH	TEACHER-LANGUAGE ARTS HIGH	RESIGNATION
SANTANELLI, CHRISTOPHER	SOUTH PLANTATION HIGH	TEACHER-MUSIC VOCAL HIGH	RESIGNATION
SHARROW,VICTORIA L	EARLY CHILDHOOD EDUCATION	TEACHER SPECIALIST-EARLY	RETIREMENT

SEPARATION OF EMPLOYMENT
FEBRUARY 10, 2026

NAME	LOCATION	POSITION/STATUS	REASON
SKELTON,KYRA	STRANAHAN HIGH	TEACHER-WORLD LANGUAGE	RESIGNATION
SPRINGER,JACOY	DRIFTWOOD MIDDLE	SECONDARY SCHOOL COUNSELOR	RESIGNATION
TIETJEN,AMANDA	FLORANADA ELEM	TEACHER-GRADE 3	RESIGNATION
WALKER,DAMIEN	WALKER ELEM	TEACHER-MUSIC GENERAL ELE	RESIGNATION
WELSH,MARIE	NOVA MIDDLE	TEACHER-LANGUAGE ARTS MID	RETIREMENT
	NON-INSTRUCTIONAL		
ARANDA,LUZ	TROPICAL ELEMEN	INSTRUCTIONAL ASSISTANT	RETIREMENT
BATES,JASMINE	ANDERSON - SCH FOOD SVC	FOOD SERV GEN WKR	RESIGNATION
BECKLES,RODOLFO	VEHICLE MAINTENANCE	FOREMAN-VEHICLE MAINTENACE	RETIREMENT
BERGER,LUZ	EVERGLADES HIGH-FOOD SERV	FOOD SERV GEN WKR	RESIGNATION
BURROWS,RUBYNE	SSEP IZONES-NORTHEAST & FT. LAUD	CAMPUS MONITOR	RESIGNATION
BUTLER,LOVIE LEE	PUPIL TRANSPORTATION - C	BUS ATTENDANT	RETIREMENT
CAROLLO,LOUIS	MAINTENANCE-ZONE 2	FOREMAN-ELECTRICIAN	RETIREMENT
CASELLA,KESHA	TRADEWINDS ELEMEN	TEACHER ASSISTANT-PRE-K	RESIGNATION
CELADA,ANA	EVERGLADES HIGH-FOOD SERV	FOOD SERV GEN WKR	RETIREMENT
CHARLES,SYBIL A	PLANTATION HIGH-SCH FOOD	FOOD SERV GEN WKR	RETIREMENT
DAMORE,DANIEL G	MAINTENANCE-ZONE 2	ELEC TECH JNYMN COM EQUIP	RETIREMENT
EDWARDS,CHAUNCEY	SILVER SHORES STEAM ACADE	FACILITIES SERVICEPERSON	RESIGNATION
GIUGNO,ANGELA	GLADES MIDDLE	INSTRUCTIONAL ASSISTANT	RETIREMENT
GROSS,FRANCIENE	WINSTON PARK ELEM-SCH FOOD	FOOD SERV GEN WKR	RETIREMENT
JENKINS,TRODDRICK	HARBORDALE ELEM	FACILITIES SERVICEPERSON	RESIGNATION
KERR,PAMELA LEE	COCONUT CRK HIGH-SCH FOOD	FOOD SERV GEN WKR	RESIGNATION
MCCOY,JAVONTA	SSEP IZONES-7	CAMPUS MONITOR	RESIGNATION
QUINN,TIMOTHY	MILLENNIUM 6-12 COLLEGIATE	HEAD FACILITY SERVICE PERSON	RETIREMENT
ROONEY,KAREN	SHERIDAN PARK - SCH FOOD	FOOD SERV GEN WKR	RETIREMENT
SCHAFFER,JEFFERY	TARAVELLA, J.P. HIGH	FACILITIES SERVICEPERSON	RESIGNATION
SINGLETARY,JACQUELINE	APPLIED LEARNING	INSTRUCTIONAL FACILITATOR	RETIREMENT
SMITH,ANTHONY	MCFATTER TECHNICAL COLLEGE	FOOD SERV GEN WKR	RESIGNATION
SMITH,NIGEL	PUPIL TRANSPORTATION - C	BUS OPERATOR	RESIGNATION
SMITH,TOMESHA	PUPIL TRANSPORTATION - N	BUS ATTENDANT	RESIGNATION
TAEPAKDEE,BONNIE SUE	DEERFIELD BEACH ELEM	INSTRUCTIONAL ASSISTANT	RESIGNATION
TELLO,HENRY	SHERIDAN PARK ELEMEN	ASST HEAD FACILITY SVPER	RETIREMENT
WARREN,REVANUAL	SSEP IZONES-6	CAMPUS MONITOR	RESIGNATION

Separation of Employment (Resignations, Retirements & Terminations)

Data displays the number of separations by employee groups for the last four years:

Resignations & Terminations				
	2021-22	2022-23	2023-24	2024-25
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A comparison of total separations for the specified period between 2024 and 2025.

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Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. HOWARD HEPBURN
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

February 5, 2026

TO: School Board Members

FROM: Dr. Ernie Lozano
Chief Human Resources Officer

VIA: Dr. Howard Hepburn
Superintendent of Schools

SUBJECT: **REQUEST TO REVISE H-1, APPOINTMENTS, LEAVES & SEPARATIONS OF EMPLOYMENT 2025-2026, FOR THE FEBRUARY 10, 2026, REGULAR SCHOOL BOARD MEETING**

Attached is a revision to H-1, Appointments, Leaves, & Separations of Employment 2025-2026, for the February 10, 2026, Regular School Board Meeting.

- Revised the meeting date for Non-Instructional Approval Reassignments (Promotions/Demotions) on page two.
- Added two names of employees to the Separation of Employment on page six.
  Lori Bacon
  Christopher Beck

HH/EL/STR:mc
Attachment(s)

c: Senior Leadership Team

APPOINTMENTS, LEAVES, & SEPARATIONS OF EMPLOYMENT 2025-2026
FEBRUARY 10, 2026

This agenda item includes personnel recommendations for appointments, assignments, promotions, demotions and leaves for all employee groups:

- Administrators: Broward Principals & Assistants Association (BPAA), Educational Support & Management Association of Broward, Inc. (ESMAB), Technical Support Professionals (BTU-TSP), Police Benevolent Association, Inc.
- Non-Instructional Support: Clerical, Confidential Office Personnel Association (COPA), Maintenance, Facilities Service, Transportation & Security (FOPE4), Food Service (FOPE Food Service), Education Support Professionals (BTU-ESP), Secretarial/Clerical (FOPE Clerical)
- Instructional: Education Professionals (BTU-EP)

Recommendations include the name of recommended individual(s) school/location, job title, and applicable information. The individuals recommended have the qualifications required for the specified position and will be paid as specified in the Board Approved Salary Schedules.

All recommendations are made with the understanding that these individuals will comply with regulations/policies as set forth by the Florida Department of Education and The School Board of Broward County, Florida. External candidates marked with an asterisk (*) are pending security clearance.

Appointments, reassignments, promotions, & demotions

	Page
Instructional	1
~~Non-Instructional~~	~~2~~
Administrator	3
Task Assignment/Working Out of Class	4

Leave of Absences

Instructional	5
Non-Instructional	5

Separation of Employment

Administrator	6
Instructional	6
Non-Instructional	7

INSTRUCTIONAL APPROVALS 2025-2026
FEBRUARY 10, 2026

EMPLOYEE NAME	LOCATION	POSITION	FUNDING SOURCE
GUTIERREZ GARCIA, MARIO	NOVA HIGH	TEACHER-MATHEMATICS HIGH	General Fund
PEREZ PUJOLS, JOHN	NOVA HIGH	ROTC INSTR-CERTIFIED	General Fund
RIGG, PEGGY	BOYD ANDERSON HIGH	TEACHER-MATHEMATICS HIGH	General Fund

REVISED

NON-INSTRUCTIONAL APPROVALS AND REASSIGNMENTS (PROMOTIONS/DEMOTIONS)

~~FEBRUARY 21, 2026~~

FEBRUARY 10, 2026

EMPLOYEE NAME	LOCATION	POSITION TITLE	ACTION	FUNDING SOURCE
BLAKE,NIOMI	SSEP IZONES- 5	CAMPUS MONITOR	APPROVAL	GENERAL FUND
BROMFIELD,LAKETRICE	PUPIL TRANSPORTATION - C	BUS OPERATOR	APPROVAL	GENERAL FUND
FERGUSON,DAWN	SSEP IZONES- 7	CAMPUS MONITOR	APPROVAL	GENERAL FUND
JEAN BAPTISTE,FRANCOIS	PUPIL TRANSPORTATION-C	BUS OPERATOR	APPROVAL	GENERAL FUND
LARIOS,CINTHIA	COCONUT CREEK EL-SCH FOOD	FOOD SERV GEN WKR	APPROVAL	FOOD SERVICE
MOISE,EVENSON	PUPIL TRANSPORTATION - N	BUS OPERATOR	APPROVAL	GENERAL FUND
SANDERS,TERRY	PUPIL TRANSPORTATION - S	BUS OPERATOR	APPROVAL	GENERAL FUND
SCOLLIN,BERNADETTE	COCONUT CREEK EL-SCH FOOD	FOOD SERV GEN WKR	APPROVAL	FOOD SERVICE
SMITH,DANIKIA	DAVE THOMAS ED CENTER - F	FD SERV COOK BKR IIA	APPROVAL	FOOD SERVICE
WHITE CEPHAS,CHERYL	NOVA HIGH - SCH FOOD SVC	FOOD SERV GEN WKR	APPROVAL	FOOD SERVICE

Administrator Appointments, Reassignments, Promotions, and Demotions

February 10, 2026

Internal

Recommended Candidate	Current/Last Position, Location	Recommended Position, Location	Current Salary	Recommended Salary	Employee Group
Perez, Anthony	Fire Safety Inspector I	Fire Safety Inspector II, Chief Fire Official	$54,457	$65,457	BTU-TSP

Task Assignment/Working Out of Class

February 10, 2026

Recommended Candidate	Current Position	Task Assigned /WOC) Position, Location	Current Hourly Rate	Recommended Hourly Rate
FISHER, KELLEY	ASST DIRECTOR, EXCEPTIONAL STUDENT ED	DIRECTOR, SCHOOL CULTURE & STUDENT SUPPORT	$55.15847	$57.91639
SERRANO BOLANOS, KREZZIA	HR SUPPORT SERVICES SPECIALIST	HR ADMINISTRATOR I, FOOD AND NUTRITION SERVICES	$24.16437	$25.55878
WHITE, JOHN	DIRECTOR, PROCUREMENT & LOGISTIC OPS	EXECUTIVE DIRECTOR, PROCUREMENT & LOGISTIC OPERATIONS	$73.77049	$77.45902

LEAVE OF ABSENCE
APPROVALS, RETURNED EARLY, RESIGNED, RETIRED OR TERMINATED FROM LEAVE
FEBRUARY 10, 2026

NAME	LOCATION	POSITION	REASON
ALEXIS, JEAN	SUNRISE MIDDLE	MATH	LEAVE
ANASTACIO, MARINA	THE QUEST CENTER	SPEECH LANGUAGE PATHOLOGIST	RETURNED EARLY
ANDRE, NATACHA	BLANCHE ELY HS	CLASSROOM ASSISTANT	RETURNED EARLY
ANDREWS, MONICA	MONARCH HIGH	DRAMA	RESIGNED
ARCHIE, NATASHA	BROWARD ESTATES EARLY LEARNING	EXCEPTIONAL STUD. EDUC.	RETURNED EARLY
AYTE, CRISTIAN	BANYAN ELEMENTARY	MUSIC	LEAVE
BECKFORD, VERONICA	CHARLES DREW FAMILY RESOURCE CTR	TEACHER ASSISTANT-EARLY CHILDHOOD	LEAVE
CABLE,KIM	WINSTON PARK ELEM ELEM ELEM	ELEM EDUCATION	RESIGNED
CARL, WHITNEY	MIRAMAR HIGH	SCIENCE	LEAVE
CASTILLO, EMMANUEL	TARAVELLA, J.P. HIGH	SCIENCE	LEAVE
CIFUENTES ESTEBAN, RICARDO	VM STOCKROOM	STOCK CLERK P & I VEHICLE MAINTENANCE	LEAVE
COACHMAN,LATOYIA	LAKE FOREST ELEM	TEACHER ASSISTANT-PRE-K	LEAVE
COLLINS, STANIA	CHARLES FLANAGAN HIGH	MATH	LEAVE
DIXON, POLLYANN	SSEP IZONES-3	SECURITY SPECIALIST	LEAVE
DOMINGQUEZ-ABOLAFI	JENNILEE	ELEM EDUCATION	RESIGNED
ECKERSDORFF, GABRIELA	GATOR RUN ELEMENTARY	RESOURCE POSITION	LEAVE
ELLINGTON, CHANIKUA	LAUDERHILL PAUL TURNER	ELEM EDUCATION	RETURNED EARLY
ESPINOSA, AMANDA	LAKESIDE ELEMENTARY	SPEECH LANGUAGE PATHOLOGIST	LEAVE
GONZALEZ, VANESSA	PLANTATION HIGH	WORLD LANGUAGE - SPANISH	RETURNED EARLY
HARDEN, TIFFANY	WALKER ELEM	READING COACH	LEAVE
JALED, LORENA	PLANTATION PARK-SCH FOOD SVC	FOOD SERVICE GENERAL WORKER	LEAVE
KALIL, TRACEY	WINSTON PARK ELEM ELEM	ELEM EDUCATION	LEAVE
LAMB, CHRISTINE	CAREER,TECHNICAL & ADULT	GRANT FACILITATOR	RESIGNED
LAQUANDRA MACK, MARVETTA	BENNETT ELEMENTARY	TEACHER ASSISTANT-TI-ESE	LEAVE
MARRERO, REBECCA	PLANTATION ELEMENTARY	ELEM EDUCATION	LEAVE
MATHIEU , STEPHANIE	DAVIE ELEMENTARY	EXCEPTIONAL STUD. EDUC.	RESIGNED
MENA, KOREY	PARK TRAILS ELEMENTARY	READING COACH	RESIGNED
MONTENEGO, MARIELBA	EVERGLADES HIGH-FOOD SERVICE	FOOD SERVICE GENERAL WORKER	LEAVE
MOREAU , DAKOTA	HERON HEIGHTS ELEMENTARY	SCHOOL AGE CHILD CARE SUPERVISOR	RESIGNED
NICHOLSON, JACQUELINE	DISCOVERY ELEMENTARY	INFO MGMT TECH (ELEM/MID)	LEAVE
PARRIS, COREY	VEHICLE MAINTENANCE CENT W. AREA	LABORER VEHICLE MAINT	LEAVE
PENTON, CARLOS	BROADCASTING & MARKETING	ELECTRONIC TECHNICIAN ITV	LEAVE
PERSAUD, ADRIANA	PALM COVE ELEMENTARY	ELEM EDUCATION	LEAVE
RODRIGUEZ, SHEYANNE	MILLENNIUM 6-12 COLLEGIATE ACADEMY	MATH	LEAVE
SEE, EDWARD	SCHOOL SECURITY SUPPORT SERVICES	PROJECT MANAGER I	LEAVE
SMITH, PAMELA	WHIDDON-ROGERS DJJ	GUIDANCE COUNSELOR	LEAVE
WALKER, AMIRAH	TROPICAL ELEMENTARY	ELEM EDUCATION	LEAVE
WESLEY, BRANDON	SSEP IZONES-1	MANAGER, CAMPUS SECURITY	LEAVE
WOODFORD, WANNY	SUPPORT SERVICES	SCHOOL PSYCHOLOGIST	LEAVE

The list includes employees who have requested an initial or additional leave, retiring or resigning, returned early, or have been terminated for not submitting their timely intentions.

REVISED

SEPARATION OF EMPLOYMENT
FEBRUARY 10, 2026

NAME	LOCATION	POSITION/STATUS	REASON
		ADMINISTRATOR	
CUNNINGHAM,RICHARD	COMMUNITY SCHOOLS NORTH	ASSISTANT PRINCIPAL	RETIREMENT
		INSTRUCTIONAL	
ANDERSON,STEPHANIE	FLORANADA ELEM	TEACHER-GRADE 5	RESIGNATION
ARDILA,BRYAN	CORAL SPRINGS HIGH	TEACHER-MUSIC BAND HIGH	RESIGNATION
ASHNER,LEONID	BAIR MIDDLE	TEACHER-MATHEMATICS MID	RESIGNATION
BACON,LORI	GULFSTREAM EARLY CHILDHOOD CTR	TEACHER-ESE PRE-SCHOOL INT	RESIGNATION
BECK,CHRISTOPHER	MCARTHUR HIGH	TEACHER-RESOURCE SECONDARY	RESIGNATION
CABRERA,FABIO	COCONUT CREEK HIGH	TEACHER-LANGUAGE ARTS HIGH	RESIGNATION
CHICOYE,RIGAUD	HENRY D PERRY EDUCATION CNTR	TEACHER-LANGUAGE ARTS	RETIREMENT
COLBERT,PAMELA	WILTON MANORS ELEM	TEACHER-MATHEMATICS ELEM	RETIREMENT
CROSBIE,JOAN	CORAL SPRINGS ELEM	TEACHER-GRADE 3	RESIGNATION
DAVIS,ANIYHA	RICKARDS MIDDLE SCHOOL	TEACHER-SOCIAL SCIENCES MID	RESIGNATION
DAVIS,BRENDA	HENRY D PERRY EDUCATION C	TEACHER-ESE SPECIALIST	RETIREMENT
DENNIS,LUNSTON	CHARLES DREW ELEMEN	TEACHER-RESOURCE ELEM	RESIGNATION
DESABATINO,LAURA	SAWGRASS SPRINGS MIDDLE	TEACHER-SOCIAL SCIENCES MID	RETIREMENT
HEARD,CHELSEA	MENTAL HEALTH SERVICES	SCHOOL SOCIAL WORKER	RESIGNATION
HERTZ,JACQUELINE	POMPANO BEACH ELEMEN	TEACHER-HEAD START	RETIREMENT
JACKSON,CHARLOTTE	HALLANDALE HIGH	TEACHER-READING HIGH	RETIREMENT
JOBE,SHANYSE	COCONUT CREEK K-8 ACADEMY	TEACHER-AUTISM CLUSTER	RESIGNATION
LATHAM,NICOLE	TROPICAL ELEMEN	TEACHER-GRADE 2	RESIGNATION
LEGUILLOU,MURIEL	ORANGE BROOK ELEM	TEACHER-GRADE 5	RESIGNATION
LONGLEY,SHAWNNETTE	WEST BROWARD HIGH	TEACHER-SOCIAL SCIENCES HIGH	RESIGNATION
MAGNETTA,LAURA	POMPANO BEACH HIGH	TEACHER-SOCIAL SCIENCES HIGH	RETIREMENT
MARIANELLI,CARLA	MARKHAM, ROBERT C ELEM	TEACHER-HEAD START	RESIGNATION
MARTINEZ,KAREN	BROWARD VIRTUAL EDUCATION	TEACHER-MATHEMATICS HIGH	RETIREMENT
MILANO,SHANA	PARK SPRINGS ELEM	TEACHER-GRADE 5	RESIGNATION
MILLER,JASON TYLER	WESTERN HIGH	TEACHER-SOCIAL SCIENCES HIGH	RESIGNATION
MOTLEY,TONY K	WESTWOOD HEIGHTS ELEM	TEACHER-GRADE 5	RESIGNATION
MURILLO,JOSEPH	FORT LAUDERDALE HIGH	TEACHER-PHYSICAL ED & HEALTH	RESIGNATION
NICOLAY,MELANIE GWEN	EAGLE POINT ELEMEN	TEACHER-GRADE 2	RETIREMENT
NISBETT,BRITTNEY A	WINGATE OAKS CENTER	SPEECH LANGUAGE PATHOLOGIST	RESIGNATION
O'CONNELL,DENNIS	DEERFIELD BEACH MIDDLE	TEACHER-SCIENCE MIDDLE	RESIGNATION
PARNELL,BARBARA JO	VIRGINIA SHUMAN YOUNG ELEM	TEACHER-GRADE 4	RETIREMENT
PENICHET,DARCY	DRIFTWOOD MIDDLE	TEACHER-SOCIAL SCIENCES MID	RETIREMENT
RAYMOND,DONNA	NOVA BLANCHE FORMAN ELEM	TEACHER-ESE SPECIALIST	RETIREMENT
RIVERA,ANITA	DRIFTWOOD MIDDLE	TEACHER-SCIENCE MIDDLE	RESIGNATION
ROMANO,MICHAEL	MCARTHUR HIGH	TEACHER-ESE SPECIALIZED	RESIGNATION
SAINTELUS,MIQUELDA	NORTHEAST HIGH	TEACHER-LANGUAGE ARTS HIGH	RESIGNATION

SEPARATION OF EMPLOYMENT
FEBRUARY 10, 2026

NAME	LOCATION	POSITION/STATUS	REASON
SANTANELLI, CHRISTOPHER	SOUTH PLANTATION HIGH	TEACHER-MUSIC VOCAL HIGH	RESIGNATION
SHARROW,VICTORIA L	EARLY CHILDHOOD EDUCATION	TEACHER SPECIALIST-EARLY	RETIREMENT
SKELTON,KYRA	STRANAHAN HIGH	TEACHER-WORLD LANGUAGE	RESIGNATION
SPRINGER,JACOY	DRIFTWOOD MIDDLE	SECONDARY SCHOOL COUNSELOR	RESIGNATION
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Status: REVISED

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	H. Human Resources
DEPARTMENT:	Professional Standards

Agenda Item Number:	H-2.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	N/A

TITLE:

Employee Corrective Actions/Probationary Release
ADDITIONAL INFORMATION

REQUESTED ACTION:

Approve employee discipline and corrective actions. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investments, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Additional Information Memo
- Memo to Revise

FINANCIAL IMPACT:

The amount is determined by the number of days substitutes are needed when employees are placed on reassignment.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 4: Accountability

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	David Azzarito	Phone:	754-321-2146
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Ernie Lozano, Chief Human Resources Officer

Signature

Dr. Ernie Lozano, Chief Human Resources Officer

Electronic Signature

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24

HH/JJS

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. HOWARD HEPBURN
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

February 3, 2026

TO: School Board Members

FROM: Dr. Ernie Lozano
Chief Human Resource Officer Ernie Lozano

VIA: Dr. Howard Hepburn
Superintendent of Schools

SUBJECT: **ADDITIONAL INFORMATION FOR H-2. EMPLOYEE CORRECTIVE ACTION / PROBATIONARY RELEASE, FOR THE FEBRUARY 10, 2026, REGULAR SCHOOL BOARD MEETING**

Attached is additional information regarding H-2, Employee Corrective Action / Probationary Release, for the February 10, 2026, Regular School Board Meeting.

- The attached Employee Corrective Actions / Probationary Release.

HH/EL/DA:tj
Attachment

Signature: Ernie Lozano (Feb 3, 2026 10:50:30 EST)
Email: p00016734@browardschools.com

For more information, please contact:

Name: Dr. Ernie Lozano
Title: Chief Human Resources Officer
Phone: 754-321-1840

EXECUTIVE SUMMARY

Employee Corrective Action/Probationary Releases

Board Meeting Date: February 10, 2026

Requested Action:
Approve employee corrective action/probationary releases.

School Board Policy Requirement/Authority:
Policy 4.9

Statutory Requirement/Authority:
Florida Statute 1001.41 - Powers and Duties of the District School Board.

District-zone Impact:
District-wide

Impact of the School Board's Vote:
- If the School Board votes "Yes": Upon board approval, the corrective actions will be implemented per Policy 4.9 guidelines, and probationary releases will be processed. The enacted corrective actions will become part of the progressive discipline history for the affected employees.
- If the School Board votes "No": If not approved by the board, the corrective actions will not be implemented per Policy 4.9 guidelines. The recommended corrective actions will not become part of the progressive discipline history for the affected employees and may impact future corrective action decisions.

Background/History:
Broward County Public Schools adheres to the procedures outlined in Policy 4.9 and Florida Statutes for administering corrective action. This process requires approval from the School Board prior to implementing corrective action. Every employee recommended for corrective action has received his/her due process throughout their case.

Alignment to 2027 Goals and Guardrails:
Guardrails 4 - Accountability

Measurable Outcome(s)/Return on Investment:
Discipline implemented by the District is a method to correct the behavior and improve employee performance. Expectations are communicated throughout the due process to inform the employee about school board policies and state statutes related to their job responsibilities.

Financial Impact, Funding Source & Budget Status:
The amount is determined by the number of days substitutes are needed when employees are placed on reassignment.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original spending authority request	N/A	N/A	N/A	N/A	N/A
First Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Second Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A

Multi-year agreement: Yes / No N/A

Procurement Method: N/A

Impact on Schools: N/A

If there is an impact on schools, how will schools be selected/prioritized: N/A

Stakeholder Engagement/ End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: N/A

FEBRUARY 10, 2026
H-2 EMPLOYEE CORRECTIVE ACTIONS / PROBATIONARY RELEASES

Name	Position/ Bargaining Unit	Location	Recommendation	Due Process	Meeting Summary/Prior Discipline(s)
Bacon, Lori	Teacher/ BTU-EP	Gulfstream Early Learning Center	**(CAR) Termination:** Insubordination – attendance, behavior, and performance concerns.	DPN Signed: 12/18/25 DPM Date: 01/08/26 CAR Signed: 01/27/26	03/07/13 – MS – Attendance concerns (PLV). 05/20/19 – MS – Attendance concerns (PLV). 11/13/20 – MS – Attendance concerns (PLV). 05/03/22 – VR – Attendance concerns (PLV). 05/01/23 – WR – Ongoing attendance concerns (PLV). 05/15/24 – 3-Day Suspension – Attendance concerns (PLV). 09/03/25 – ES – Attendance concerns (PLV). 11/17/25 – 10-Day suspension - Insubordination – attendance and performance concerns (PLV).
Ballard, Robert	Bus Operator/ FOPE 4	Student Transportation and Fleet Services - Central	**(CAR) Termination:** Failure to follow procedures for student safety, proper intervention, incident reporting, and student management.	DPN Signed: 10/06/25 DPM Date: 10/09/25 CAR Signed: 01/16/26	02/17/16 – VR – Attendance concerns. 01/24/24 – VR – Attendance concerns. 05/07/24 – 3-Day Suspension – Failure to report bus vandalism with students aboard. 11/12/24 – 5-Day Suspension – Violation: Rule 5B (1st offense) – Unauthorized student stop location.
Beck, Christopher	Teacher/ BTU-EP	McArthur High	**(PSC) Termination:** Inappropriate conduct with student.	PSCM Date: 12/03/25 Pre-DM Date: Waived	N/A
Burdetsky, Goldie	Teacher/ BTU-EP	Attucks Middle	**(CAR) 5-Day Suspension:** Unprofessional and inappropriate behavior.	DPN Signed: 12/12/25 DPM Date: 12/17/25 CAR Signed: 01/28/26	10/19/18 – MS – Inappropriate conversation around/towards student(s). 01/10/19 – VR – Inappropriate content displayed to students. 11/02/21 – MS – Ongoing inappropriate comments towards a student(s). 05/23/24 – MS – Unprofessional and inappropriate behavior. 05/08/25 – 3-Day Suspension – Insubordination – related to unprofessional and inappropriate behavior.

FEBRUARY 10, 2026
H-2 EMPLOYEE CORRECTIVE ACTIONS / PROBATIONARY RELEASES

Name	Position/ Bargaining Unit	Location	Recommendation	Due Process	Meeting Summary/Prior Discipline(s)
Castellon, Stephanie	Administrative Support Assistant I/ FOPE 4	Olsen Middle	**(CAR) 3-Day Suspension:** Insubordination - attendance concerns and failure to follow directives.	DPN Signed: 12/04/25 DPM Date: 12/10/25 CAR Signed:1/22/26	12/11/23 – MS – Attendance concerns (PLV). 06/03/25 – WR – Insubordination – related to attendance concerns (PLV).
Cherasard, Tanya	Teacher / BTU-EP	Watkins Elementary	**Termination.** Suspended certificate.	FLDOE: 01/17/26	N/A
Dessources, Widson	Bus Operator/ FOPE 4	Student Transportation and Fleet Services - Central West	**(CAR) Termination:** Failure to adhere to procedures related to safe driving practices and student safety, which resulted in a student injury.	DPN Signed: 10/07/25 DPM Date: 10/10/25 CAR Signed: 02/02/26	16 total prior disciplines. MS – 3 Day Suspension. - 13 Rule violations related to transportation rules and penalties.
Dupree, Robert	Assistant Head Facilities Serviceperson/ FOPE 4	Sunland Park Academy	**(CAR) 1-Day Suspension:** Insubordination - unprofessional behavior and performance concerns.	DPN Signed:12/01/25 DPM Date: 12/08/25 CAR Signed: 01/28/26	4/15/24 – MS – Unprofessional and inappropriate behavior. 09/03/24 – VR - Unprofessional and inappropriate behavior. 05/16/25 – Performance concerns.
Edwards, Trina	Bus Operator/ FOPE 4	Student Transportation and Fleet Services - South	**(CAR) 1-Day Suspension:** Failure to follow directives.	DPN Signed: 10/24/25 DPM Date: 10/25/25 CAR Signed: 01/22/26	08/29/17 – MS – Violation: Rule 9 (1st Offense) 09/26/25 – WR – Violation: Rule 8 (1st Offense)
Hill, Kenniesha	Campus Monitor/ FOPE 4	SSEP- Pompano Beach Middle	**(CAR) 3-Day Suspension:** Insubordination - ongoing attendance concerns.	DPN Signed: 12/02/25 DPM Date: 12/05/25 CAR Signed: 01/21/26	05/17/24 – WR – Attendance concerns. 10/22/25 – ES – Ongoing attendance concerns (PLV).
Marshall, Maykah	Teacher/BTU-EP	Coral Glades High	**(CAR) 3-Day Suspension**: Inappropriate comments made towards student(s).	DPN Signed: 10/04/25 DPM Date: 12/11/25 CAR Signed: 01/16/26	04/11/07 – MS – Inappropriate tone towards a student. 05/11/23 – MS – Insubordination – tone with student(s)/parent(s), use of instructional time. 02/19/25 – VR – Unprofessional comment about administration to student(s).
Naami, Abderrahim	Bus Operator/ FOPE 4	Student Transportation and Fleet Services - Central West	**(CAR) 3-Day Suspension**: Improper redirection of student(s).	DPN Signed: 10/06/25 DPM Date: 10/09/25 CAR Signed: 01/07/26	N/A
Nieto, Lorena	Bus Attendant/ FOPE 4	Student Transportation and Fleet Services - Central West	**(CAR) 3-Day Suspension:** Performance and behavior concerns.	DPN Signed: 10/06/25 DPM Date: 10/09/25 CAR Signed: 01/08/26	N/A

FEBRUARY 10, 2026
H-2 EMPLOYEE CORRECTIVE ACTIONS / PROBATIONARY RELEASES

Name	Position/ Bargaining Unit	Location	Recommendation	Due Process	Meeting Summary/Prior Discipline(s)
Pierre, Barbara	Bus Operator/ FOPE 4	Student Transportation and Fleet Services - South	**(CAR) 1-Day Suspension:** Failure to adhere to established procedures related to key management and incident reporting.	DPN Signed: 10/27/25 DPM Date: 10/31/25 CAR Signed: 01/16/26	08//12/25 – MS – Unprofessional customer interactions.
Rivera, Ramon	Facilities Serviceperson/FOPE 4	Attucks Middle	**(CAR) 10-Day Suspension:** Insubordination – attendance concerns.	DPN Signed: 12/12/25 DPM Date: 12/18/25 CAR Signed: 01/28/26	06/07/17 – VR – Inappropriate and unprofessional behavior. 01/24/18 – WR - Inappropriate and unprofessional behavior. 02/10/21 – WR – Ongoing performance and attendance concerns. 07/18/22 – 1-Day Suspension – Insubordination - performance, and behavior concerns. (Settlement Agreement) 12/01/22 - 5-Day-Suspension- Insubordination – performance and behavior concerns. 06/23/23 – 10-Day – Suspension- Insubordination – performance concerns (Settlement Agreement) 09/09/24 – MS – Attendance concerns.
Robinson, Trevis	Campus Monitor/ FOPE 4	Crystal Lake Middle	**(CAR) 5-Day Suspension:** Sleeping while on duty.	DPN Signed: 09/04/25 DPM Date: 09/09/25 CAR Signed: 09/29/25	N/A
Smith, Willie	Tractor Mower Operator/ FOPE 4	Grounds - Central West	**(CAR) 10-Day Suspension:** Gross insubordination - ongoing performance concerns.	DPN Signed: 12/16/25 DPM Date: 12/19/25 CAR Signed: 01/29/26	0/19/11- VR – Attendance concerns. 05/02/18 – VR – Attendance concerns. 07/13/21 – VR – Negligent operation resulting in mechanical damage. 04/19/22 – 2-Day Suspension – Sleeping on duty. 06/11/24 – 5-Day Suspension – Insubordination – performance concerns, falsification of time records.
White, Kathleen	Assistant Principal/ BPAA	Driftwood Elementary	**(CAR) 1-Day Suspension:** Failure to initiate a BTA within mandated timeframe.	DPN Signed: 01/07/26 DPM Date: 01/12/26 CAR Signed: 01/28/26	N/A

FEBRUARY 10, 2026
H-2 EMPLOYEE CORRECTIVE ACTIONS / PROBATIONARY RELEASES

JOB ABANDONMENT

Name	Position/ Bargaining Unit	Location	Recommendation	Due Process	Meeting Summary/Prior Discipline(s)
Black, Kimbelee	Bus Operator/ FOPE 4	Student Transportation and Fleet Services - Southwest	**(CAR) Termination:** Job abandonment.	Letter: 01/09/26 Docs received: yes	N/A
Enchautegui, Berneice	Food Service General Worker/FOPE Food Service	Westglades Middle	**(CAR) Termination:** Job abandonment.	Letter: 01/15/26 Docs received: yes	N/A
Macon, Linda	Bus Attendant/ FOPE 4	Student Transportation and Fleet Services - Central West	**(CAR) Termination:** Job abandonment.	Letter: 01/12/26 Docs received: yes	N/A
Robertson. Courtney	Food Service General Worker/FOPE Food Service	North Side Elementary School	**(CAR) Termination:** Job abandonment.	Letter: 02/02/26 Docs received: yes	N/A

PROBATIONARY RELEASES

Name	Position/ Bargaining Unit	Location	Recommendation	Details
Brown, Eunique	Bus Attendant/ FOPE 4	Student Transportation & Fleet Services – North	**Probationary Release** *Non-Instructional*	Date: 01/13/26 Doc received: yes
Williams, Treniece	Food Service General Worker/FOPE Food Service	Plantation Elementary	**Probationary Release** Non-Instructional	Date: 02/02/26 Doc received: yes

Transportation Rules and Penalties

Rule 1.
- A. Observed texting while operating a Broward County School Bus
- B. Observed using cell phone technology while operating a Broward County School Bus

Rule 2.
- A. Failure to check the school bus after each A.M. and P.M. bus run, which results in a student being left on the bus unattended.
- B. Failure to check the school bus after each A.M. and P.M. bus run, which results in a student being left on the bus attended

Rule 3.
- A. Failure to report "call-out" 15 minutes prior to scheduled start time
- B. Reporting late to work fifteen (15) minutes after scheduled start time

Rule 4.
- A. Vehicle Tampering - (causing mechanical damage, i.e.: removing fuses, camera, C.R.S., and/or GPS tampering, moving bus after calling in a breakdown, etc.)
- B. Failure to perform Pre-trip Inspection
- C. Failure to properly utilize the provided driver safety belt
- D. Failure to maintain cleanliness of bus

Rule 5.
- A. Failure to get approval prior to making unscheduled stop(s), and/or altering route.
- B. Letting student off at an unauthorized stop location
- C. Permitting unauthorized person(s) to board or ride the school bus

Rule 6.

Failure to use appropriate Passenger Management Techniques (i.e. slamming on brakes, windows closed, verbal abuse)

Rule 7.

Failure to utilize appropriate safety equipment while transporting students

Rule 8.

Failure to report student injury and/or complete required reports. When a Transportation employee observes a student being injured, or when a student or parent reports an injury, the driver shall, notify terminal dispatch immediately by radio and file a written report immediately upon return to terminal.

Rule 9.

"Preventable Accident" (Crash) in a school bus resulting in damages or with injuries

Rule 10.

Failure to answer Radio (not related to equipment failure)

Rule 11.

Improper utilization of bus keys
- A. Leaving key in ignition when bus is unattended or parked
- B. Failure to return key to appropriate location after each AM & PM Route

Rule 12.

Unauthorized/Unapproved use of Broward County School Bus

Rule 13.

Failure to wear attire and/or shoes that comply with established dress code

Rule 14.

Failure to stop at railroad crossings (after complete investigation).

Legend:

CAR	= Corrective Action -Site-Based Investigation
DPM	= Due Process Meeting
DPN	= Due Process Notice
ES	= Email Summary
LCA	= Last Chance Agreement
MMI	= Maximum Medical Improvement
MS	= Meeting Summary
PLV	= Employee absent without accrued leave
Pre-DM	= Pre-Disciplinary Meeting
PSC	= Professional Standards Committee – Personnel Investigation
PSCM	= Professional Standards Committee Meeting
RM	= Risk Management
VR	= Verbal Reprimand
WC	= Workers' Compensation
WR	= Written Reprimand
VR	= Verbal Reprimand

DA/HP: tj
Revision 02.03.26 (V4)

BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. HOWARD HEPBURN
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

February 5, 2026

TO: School Board Members

FROM: Dr. Ernie Lozano
Chief Human Resources Officer

VIA: Dr. Howard Hepburn (Designee)
Superintendent of Schools

SUBJECT: **REQUEST TO PROVIDE A REVISION TO H-2, EMPLOYEE CORRECTIVE ACTIONS / PROBATIONARY RELEASE FOR THE FEBRUARY 10, 2026, REGULAR SCHOOL BOARD MEETING**

Attached is a revision to H-2, Corrective Actions / Probationary Release, for the February 10, 2026, Regular School Board Meeting.

- Removed two (2) names of resigned employees
- Added job abandonment and prior discipline.
- Removed name of eacher, certification was renewed.
- Removed name of deceased employee.

HH/EL/DA:tj
Attachment

c: Senior Leadership Team

FEBRUARY 10, 2026
H-2 EMPLOYEE CORRECTIVE ACTIONS / PROBATIONARY RELEASES

REVISED

Name	Position/ Bargaining Unit	Location	Recommendation	Due Process	Meeting Summary/Prior Discipline(s)
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Ballard, Robert	Bus Operator/ FOPE 4	Student Transportation and Fleet Services - Central	**(CAR) Termination:** Failure to follow procedures for student safety, proper intervention, incident reporting, and student management.	DPN Signed: 10/06/25 DPM Date: 10/09/25 CAR Signed: 01/16/26	02/17/16 – VR – Attendance concerns. 01/24/24 – VR – Attendance concerns. 05/07/24 – 3-Day Suspension – Failure to report bus vandalism with students aboard. 11/12/24 – 5-Day Suspension – Violation: Rule 5B (1st offense) – Unauthorized student stop location.
~~Beck, Christopher~~	~~Teacher/ BTU-EP~~	~~McArthur High~~	~~**(PSC) Termination:** Inappropriate conduct with student.~~	~~PSCM Date: 12/03/25 Pre-DM Date: Waived~~	~~N/A~~
Burdetsky, Goldie	Teacher/ BTU-EP	Attucks Middle	**(CAR) 5-Day Suspension:** Unprofessional and inappropriate behavior.	DPN Signed: 12/12/25 DPM Date: 12/17/25 CAR Signed: 01/28/26	10/19/18 – MS – Inappropriate conversation around/towards student(s). 01/10/19 – VR – Inappropriate content displayed to students. 11/02/21 – MS – Ongoing inappropriate comments towards a student(s). 05/23/24 – MS – Unprofessional and inappropriate behavior. 05/08/25 – 3-Day Suspension – Insubordination – related to unprofessional and inappropriate behavior.

FEBRUARY 10, 2026
H-2 EMPLOYEE CORRECTIVE ACTIONS / PROBATIONARY RELEASES

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~~Cherasard, Tanya~~	~~Teacher / BTU-EP~~	~~Watkins Elementary~~	~~**Termination.**~~ ~~Suspended certificate.~~	~~FLDOE: 01/17/26~~	~~N/A~~
Dessources, Widson	Bus Operator/ FOPE 4	Student Transportation and Fleet Services - Central West	**(CAR) Termination:** Failure to adhere to procedures and safe driving practices resulted in a student injury.	DPN Signed: 10/07/25 DPM Date: 10/10/25 CAR Signed: 02/02/26	16 total prior 02/26/13 – 05/20/25 – Behavior, attendance, and performance. MS – 9 VR – 4 WR – 2 3 - Day Suspension
Dupree, Robert	Assistant Head Facilities Serviceperson/ FOPE 4	Sunland Park Academy	**(CAR) 1-Day Suspension:** Insubordination - unprofessional behavior and performance concerns.	DPN Signed:12/01/25 DPM Date: 12/08/25 CAR Signed: 01/28/26	4/15/24 – MS – Unprofessional and inappropriate behavior. 09/03/24 – VR - Unprofessional and inappropriate behavior. 05/16/25 – Performance concerns.
Edwards, Trina	Bus Operator/ FOPE 4	Student Transportation and Fleet Services - South	**(CAR) 1-Day Suspension:** Failure to follow directives.	DPN Signed: 10/24/25 DPM Date: 10/25/25 CAR Signed: 01/22/26	08/29/17 – MS – Violation: Rule 9 (1st Offense) 09/26/25 – WR – Violation: Rule 8 (1st Offense)
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Naami, Abderrahim	Bus Operator/ FOPE 4	Student Transportation and Fleet Services - Central West	**(CAR) 3-Day Suspension:** Improper redirection of student(s).	DPN Signed: 10/06/25 DPM Date: 10/09/25 CAR Signed: 01/07/26	N/A

FEBRUARY 10, 2026
H-2 EMPLOYEE CORRECTIVE ACTIONS / PROBATIONARY RELEASES

REVISED

Name	Position/ Bargaining Unit	Location	Recommendation	Due Process	Meeting Summary/Prior Discipline(s)
Nieto, Lorena	Bus Attendant/ FOPE 4	Student Transportation and Fleet Services - Central West	**(CAR) 3-Day Suspension:** Performance and behavior concerns.	DPN Signed: 10/06/25 DPM Date: 10/09/25 CAR Signed: 01/08/26	N/A
Pierre, Barbara	Bus Operator/ FOPE 4	Student Transportation and Fleet Services - South	**(CAR) 1-Day Suspension:** Failure to adhere to established procedures related to key management and incident reporting.	DPN Signed: 10/27/25 DPM Date: 10/31/25 CAR Signed: 01/16/26	08//12/25 – MS – Unprofessional customer interactions.
Rivera, Ramon	Facilities Serviceperson/FOPE 4	Attucks Middle	**(CAR) 10-Day Suspension:** Insubordination – attendance concerns.	DPN Signed: 12/12/25 DPM Date: 12/18/25 CAR Signed: 01/28/26 LCA signed: 01/29/26	06/07/17 – VR – Inappropriate and unprofessional behavior. 01/24/18 – WR - Inappropriate and unprofessional behavior. 02/10/21 – WR – Ongoing performance and attendance concerns. 07/18/22 – 1-Day Suspension – Insubordination - performance, and behavior concerns. (Settlement Agreement) 12/01/22 - 5-Day-Suspension- Insubordination – performance and behavior concerns. 06/23/23 – 10-Day – Suspension- Insubordination – performance concerns (Settlement Agreement) 09/09/24 – MS – Attendance concerns.
Robinson, Trevis	Campus Monitor/ FOPE 4	Crystal Lake Middle	**(CAR) 5-Day Suspension:** Sleeping while on duty.	DPN Signed: 09/04/25 DPM Date: 09/09/25 CAR Signed: 09/29/25	N/A
Smith, Willie	Tractor Mower Operator/ FOPE 4	Grounds - Central West	**(CAR) 10-Day Suspension:** Gross insubordination - ongoing performance concerns.	DPN Signed: 12/16/25 DPM Date: 12/19/25 CAR Signed: 01/29/26	0/19/11- VR – Attendance concerns. 05/02/18 – VR – Attendance concerns. 07/13/21 – VR – Negligent operation resulting in mechanical damage. 04/19/22 – 2-Day Suspension – Sleeping on duty. 06/11/24 – 5-Day Suspension – Insubordination – performance concerns, falsification of time records.

FEBRUARY 10, 2026
H-2 EMPLOYEE CORRECTIVE ACTIONS / PROBATIONARY RELEASES

REVISED

Name	Position/ Bargaining Unit	Location	Recommendation	Due Process	Meeting Summary/Prior Discipline(s)
White, Kathleen	Assistant Principal/ BPAA	Driftwood Elementary	**(CAR) 1-Day Suspension:** Failure to initiate a BTA within mandated timeframe.	DPN Signed: 01/07/26 DPM Date: 01/12/26 CAR Signed: 01/28/26	N/A

JOB ABANDONMENT

Name	Position/ Bargaining Unit	Location	Recommendation	Due Process	Meeting Summary/Prior Discipline(s)
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~~Enchautegui, Berneice~~	~~Food Service General Worker/FOPE Food Service~~	~~Westglades Middle~~	~~**(CAR) Termination:** Job abandonment.~~	~~Letter: 01/15/26~~ ~~Docs received: yes~~	~~N/A~~
Macon, Linda	Bus Attendant/ FOPE 4	Student Transportation and Fleet Services - Central West	**(CAR) Termination:** Job abandonment.	Letter: 01/12/26 Docs received: yes	N/A
Robertson. Courtney	Food Service General Worker/FOPE Food Service	North Side Elementary School	**(CAR) Termination:** Job abandonment.	Letter: 02/02/26 Docs received: yes	N/A
Vallejo, Stephanie	Customer Service Specialist III/ FOPE Clerical	Building Department	**(CAR) Termination:** Job abandonment.	Letter: 02/04/26 Docs received: yes	N/A

PROBATIONARY RELEASES

Name	Position/ Bargaining Unit	Location	Recommendation	Details
Brown, Eunique	Bus Attendant/ FOPE 4	Student Transportation & Fleet Services – North	**Probationary Release** *Non-Instructional*	Date: 01/13/26 Doc received: yes
Williams, Treniece	Food Service General Worker/FOPE Food Service	Plantation Elementary	**Probationary Release** Non-Instructional	Date: 02/02/26 Doc received: yes

FEBRUARY 10, 2026
H-2 EMPLOYEE CORRECTIVE ACTIONS / PROBATIONARY RELEASES

Transportation Rules and Penalties

Rule 1.
- A. Observed texting while operating a Broward County School Bus
- B. Observed using cell phone technology while operating a Broward County School Bus

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Rule 3.
- A. Failure to report "call-out" 15 minutes prior to scheduled start time
- B. Reporting late to work fifteen (15) minutes after scheduled start time

Rule 4.
- A. Vehicle Tampering - (causing mechanical damage, i.e.: removing fuses, camera, C.R.S., and/or GPS tampering, moving bus after calling in a breakdown, etc.)
- B. Failure to perform Pre-trip Inspection
- C. Failure to properly utilize the provided driver safety belt
- D. Failure to maintain cleanliness of bus

Rule 5.
- A. Failure to get approval prior to making unscheduled stop(s), and/or altering route.
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Failure to use appropriate Passenger Management Techniques (i.e. slamming on brakes, windows closed, verbal abuse)

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Failure to report student injury and/or complete required reports. When a Transportation employee observes a student being injured, or when a student or parent reports an injury, the driver shall, notify terminal dispatch immediately by radio and file a written report immediately upon return to terminal.

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"Preventable Accident" (Crash) in a school bus resulting in damages or with injuries

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Failure to answer Radio (not related to equipment failure)

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- A. Leaving key in ignition when bus is unattended or parked
- B. Failure to return key to appropriate location after each AM & PM Route

Rule 12.

Unauthorized/Unapproved use of Broward County School Bus

Rule 13.

Failure to wear attire and/or shoes that comply with established dress code

Rule 14.

Failure to stop at railroad crossings (after complete investigation).

Legend:

CAR	= Corrective Action -Site-Based Investigation
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ES	= Email Summary
LCA	= Last Chance Agreement
MMI	= Maximum Medical Improvement
MS	= Meeting Summary
PLV	= Employee absent without accrued leave
Pre-DM	= Pre-Disciplinary Meeting
PSC	= Professional Standards Committee – Personnel Investigation
PSCM	= Professional Standards Committee Meeting
RM	= Risk Management
VR	= Verbal Reprimand
WC	= Workers' Compensation
WR	= Written Reprimand
VR	= Verbal Reprimand

DA/HP: tj
Revision 02.05.26 (V5)

Status: ADDITIONAL INFORMATION

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	H. Human Resources
DEPARTMENT:	Talent Acquisition

Agenda Item Number:	H-3.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	N/A

TITLE:

Supplemental Pay Positions 7
ADDITIONAL INFORMATION

REQUESTED ACTION:

Approve the supplemental pay positions for the 2025/2026 school/fiscal year. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investments, and Financial Impact, please see the Executive Summary.

EXHIBITS:

Additional Information Memo

FINANCIAL IMPACT:

There is not financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Ernie Lozano	Phone:	754-321-1840
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Ernie Lozano, Chief Human Resources Officer

Signature

Dr. Ernie Lozano, Chief Human Resources Officer Jan 26, 2026

Electronic Signature

Approved in Open Board Meeting On: February 10, 2026

By: School Board Chair

Form $4189 Revised 7/24

HH/JJS

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. HOWARD HEPBURN
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

January 29, 2026

TO: School Board Members

FROM: Dr. Ernie Lozano Ernie Lozano (Jan 29, 2026 12:22:39 EST)
Chief Human Resources Officer

VIA: Dr. Howard Hepburn HH
Superintendent of Schools

SUBJECT: **ADDITIONAL INFORMATION FOR H-3, SUPPLEMENTAL PAY POSITIONS 7, FOR THE FEBRUARY 10, 2026, REGULAR SCHOOL BOARD MEETING**

Attached is additional information regarding H-3, Supplemental Pay Positions 7 Approvals, for the February 10, 2026, Regular School Board Meeting.

- The attached Supplemental Pay Positions 7

HH/EL/SR:wm
Attachment

For more information, please contact:

Name: Dr. Ernie Lozano
Title: Chief Human Resources Officer
Phone: 754-321-1840

EXECUTIVE SUMMARY

Supplemental Pay Positions

Board Meeting Date: February 10, 2026

Requested Action:
Approve the supplemental pay positions for the 2025-2026 School/Fiscal Year.

School Board Policy Requirement/Authority: Policy Number 6210

Statutory Requirement/Authority: Yes, FS 1012.22 Personnel

District-zone Impact: District-wide

Impact of the School Board's Vote:
- If the School Board votes "Yes": The employees will receive the supplement pay for the duties performed.
- If the School Board votes "No": The supplement will be removed. The employees will be required to reimburse the District.

Background/History
Collective Bargaining Agreements specify available supplements, requirements, and compensation. Florida Statute 1012.22, 2 (g) defines a supplement as an annual addition to the base salary for the term of the negotiated supplement as long as the employee continues his or her employment for the term of the supplement. A supplement does not become part of the employee's continuing base salary but shall be considered compensation under s.121.021 (22). District Policy 6210 outlines the procedures for implementing supplements. Employees can hold multiple supplements. More than two supplements will require a senior leader's signed waiver.

Alignment to 2027 Goals and Guardrails:
Guardrail 3 - School Support.

Measurable Outcome(s)/Return on Investment:
The District is able to recruit staff to support District initiatives, events, and student opportunities beyond the regular classroom activities.

Financial Impact, Funding Source & Budget Status:

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s)	CURRENT AMOUNT ON 2/10/2026 AGENDA	TOTAL SPEND FY2026	TERM (months)
Pay employee supplements	FY 2026	Yes	General Fund and Grants	$543,089.14	$33,661,281.21	(12)

Multi-year agreement: Yes / No N/A

Procurement Method: N/A

Impact on Schools: Providing supplements has a positive impact on staff taking on additional responsibilities.

If there is an impact on schools, how will schools be selected/prioritized: N/A

Stakeholder Engagement/ End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: N/A

2025-2026 SUPPLEMENT LIST
FEBRUARY 10, 2026

EMPLOYEE NAME	LOCATION	WAGETYPE TEXT	ANNUAL AMOUNT
ADAMS,TONIA ZENIA	DILLARD 6-12 HIGH	ASST BSKTBALL-G (HS WIN	$ 2,429.00
AGUILA,HECTOR	WEST BROWARD HIGH	ASST BASEBALL-B (HS) SPR	$ 1,822.80
AGUIRRE,YOVANIA	EMBASSY CREEK ELEMENTARY	FOREIGN LANG COMP (CO)	$ 717.00
ANDRES,AMY LYNN	MONARCH HIGH	HD WTR POL-B/G COMB (HS)S	$ 2,210.60
ANTUNEZ,SUSAN M	TROPICAL ELEMENTARY	CLUB SPONSOR I	$ 392.00
ARONOFSKY,ANDREW	MONARCH HIGH	HD SOFTBALL (HS) SPR	$ 3,036.60
BALL,SHEKINAH	COOPER CITY HIGH	BAND DIRECTOR (SUPPL)	$ 1,794.65
BARBA,RICHARD	CYPRESS BAY HIGH	HD LACROSSE B VARHS	$ 2,210.60
BARNETT,RENEE	LAUDERHILL 6-12 STEM-MED MAGNET	SCIENCE COMP (SB)	$ 717.00
BATCHELOR,MARY	CORAL GLADES HIGH	EXTRAPAY ART19-2ND	$ 2,700.00
BEANEY,NICOLE	CORAL SPRINGS MIDDLE	INTERVTN TEAM LDR	$ 1,260.40
BEAVERS,LECOREY	NORTHEAST HIGH	HD SOFTBALL (HS) SPR	$ 3,036.60
BENBOW,LILA	MARGATE MIDDLE	PUBLIC RELATIONS	$ 225.00
BENJAMIN,BRENDA	SHERIDAN HILLS ELEMENTARY	ESOL COORD/CONTCT	$ 450.00
BENNETT,KRISTAL	MARGATE MIDDLE	EXTRAPAY ART19-1ST	$ 6,000.00
BENNETT,MARCI	SEAGULL SCHOOL	SERVC LEARN COORD	$ 678.00
BERUTY,KARINA	EVERGLADES HIGH SCHOOL	EXTRAPAY ART19-2ND	$ 3,000.00
BIAVA,SHARON	APPLIED LEARNING	CURRIC ACTIVITIES 1	$ 179.30
BIAVA,SHARON	SILVER LAKES ELEMENTARY	CHRPERSON/TEAM LEADER	$ 358.50
BIEN AIME,GARVELANDE	DEERFIELD BEACH HIGH	EXTRAPAY ART19-1ST	$ 2,700.00
BLAIR,TAYLOR	FOREST HILLS ELEMENTARY	CHRPERSON/TEAM LEADER	$ 780.00
BLAISE,FRANTZ	NOVA HIGH	EXTRAPAY ART19-1ST	$ 3,000.00
BOLES,LISA	PARKWAY MIDDLE	CALLING SUBS (SUPPL)	$ 374.80
BOLES,LISA	PARKWAY MIDDLE	BUS.SUPRT CNTR II	$ 250.00
BOOKMAN,CHAD	CORAL GLADES HIGH	ASST FLAG FOOTBALL HS SPR	$ 1,325.80
BRAYBOY,SHUTEAMIA	DEERFIELD BEACH HIGH	HD TRACK-G (HS) SPR	$ 3,036.60
BRENNEN-JAMES,CINDY	SEAGULL SCHOOL	OTHER CLASS SPONSOR	$ 392.00
BRENNEN-JAMES,CINDY	SEAGULL SCHOOL	SR CLS SPON (SUPPL)	$ 788.00
BROWN,ANTOINETTE	DANDY, WILLIAM MIDDLE	BUS.SUPRT CNTR I	$ 375.00
BROWN,ANTOINETTE	DANDY, WILLIAM MIDDLE	BUS.SUPRT CNTR II	$ 375.00
BROWN,ANTOINETTE	DANDY, WILLIAM MIDDLE	BUS.SUPRT CNTR III	$ 375.00
BROWN,CHARLES	DEERFIELD BEACH HIGH	HD BASEBALL-B (HS) SPR	$ 3,036.60
BROWN,KENNETH	DEERFIELD BEACH HIGH	HD TRACK-B (HS) SPR	$ 3,036.60
BROWN,SOPHIA	OLSEN MIDDLE	EXTRAPAY ART19-2ND	$ 2,700.00
BRUNT,MICHAEL	CYPRESS BAY HIGH	HD TENNIS-B (HS) SPR	$ 1,822.80
BRUNT,MICHAEL	CYPRESS BAY HIGH	HD TENNIS-G (HS) SPR	$ 1,822.80
BRYANT,ANDREA	NEW RIVER MIDDLE	EXTRAPAY ART19-2ND	$ 2,700.00
BRYANT,SHRIN	LAUDERHILL 6-12 STEM-MED MAGNET	SOC ST COMP (SB)	$ 717.00
BURNS,LIAM JAMES	MONARCH HIGH	HD BASEBALL-B (HS) SPR	$ 3,036.60
BURTON,KASSANDRA	COCONUT CREEK K-8 ACADEMY OF EXCEL	MATH COMP (SB)	$ 430.20
BUTLER JR,RAYMOND	OLSEN MIDDLE	HD FLAG FB BOYS (MD)	$ 1,822.80
CALLOWAY,DONALD	CORAL SPRINGS HIGH	ASST BSKTBALL-G (HS WIN	$ 1,214.50
CANCIA,JADEN DOPH	PIPER HIGH	ASST BSKTBALL-B (HS WIN	$ 2,429.00

Location listed provides the funding.

NOTE: The employee will receive the annual amount if they continue performing the responsibilities tied to the supplement for the entire school year.

2025-2026 SUPPLEMENT LIST
FEBRUARY 10, 2026

EMPLOYEE NAME	LOCATION	WAGETYPE TEXT	ANNUAL AMOUNT
CARLOZZI,MICHAEL	SOUTH BROWARD HIGH	HD WATER POLO-B (HS) SP	$ 1,659.00
CARPENTER,VANDERBILT	DEERFIELD BEACH HIGH	ASST TRACK-B (HS) SPR	$ 2,429.00
CATALA,MICHELLE	SILVER TRAIL MIDDLE	EXTRAPAY ART19-1ST	$ 3,000.00
CERINO,MEGAN	DOLPHIN BAY ELEMENTARY	INTERVTN TEAM LDR	$ 1,260.40
CHANDLER,DEVON	ATTUCKS MIDDLE	HD FLAG FB BOYS (MD)	$ 1,822.80
CHEVERE,VERONICA	MONARCH HIGH	ASST TRACK-B (HS) SPR	$ 2,429.00
CHEVERE,VERONICA	MONARCH HIGH	ASST TRACK-G (HS) SPR	$ 2,429.00
CHIN,WINSTON	HOLLYWOOD PARK ELEMENTARY	ESE SPECIALIST	$ 888.25
CHRISTOPHER,JUANITA	BOULEVARD HEIGHTS ELEMENTARY	CLUB SPONSOR I	$ 392.00
CHURCHILL,YMONI	FORT LAUDERDALE HIGH	ASST BSKTBALL-G (HS WIN	$ 2,429.00
COLE,DUCHANE	NORTHEAST HIGH	ASST TRACK-G (HS) SPR	$ 2,429.00
COLLINS,JAYCE THOMAS	NORTHEAST HIGH	HD LACROSSE G VARHS	$ 2,210.60
COLLINS,MELANIE MORGAN	BOULEVARD HEIGHTS ELEMENTARY	CLUB SPONSOR I	$ 392.00
CONSTANTINE,SHELLYANN	PINES COLLEGIATE ACADEMY 6-12	STU GOVT (SUPPL)	$ 1,185.20
CONSTANTINE,SHELLYANN	PINES COLLEGIATE ACADEMY 6-12	FL FUTURE EDUC OF AMER	$ 782.00
COOK,BENNY L	HALLANDALE HIGH	ASST TRACK-B (HS) SPR	$ 2,429.00
CORONA,JUSTIN LEE	NORTHEAST HIGH	ASST TRACK-G (HS) SPR	$ 2,429.00
COVIN,TERRANCE	EVERGLADES HIGH SCHOOL	ASST BSKTBALL-G (HS WIN	$ 1,214.50
COZZATI,NICHOLAS	WEST BROWARD HIGH	HD FLAG FB-VAR (HS) SPR	$ 2,210.60
CROSS,ALICIA	WINGATE OAKS CENTER	NEWSLETTER COORD	$ 358.50
CROWDER,GERALD	BLANCHE ELY HIGH	ASST BSKTBALL-B (HS WIN	$ 1,214.50
CUNNINGHAM,FRANKIE	CORAL GLADES HIGH	HD TRACK-B (HS) SPR	$ 3,036.60
DA SILVA,DENIELE	PLANTATION MIDDLE	HD FLAG FB GRLS (MD)	$ 1,822.80
DA SILVA,DENIELE	PLANTATION MIDDLE	HD FLAG FB BOYS (MD)	$ 1,822.80
DANIEL-KALIO,CAROLYN	NOVA BLANCHE FORMAN ELEMENTARY	SACS COORD	$ 359.00
DEBROCQ,NOLAN	DEERFIELD BEACH HIGH	HD VOLLEYBALL-B VAR (HS)S	$ 2,210.60
DEVEAUX,LANCE	DEERFIELD BEACH HIGH	HD FLAG FB-JV (HS) SPR	$ 1,659.00
DEWAR,AMBER	ESE CURRICULUM	CHRPERSON/EX STUDENT ED	$ 421.20
DIAZ,BO DANIEL	CYPRESS BAY HIGH	HD BASEBALL-B (HS) SPR	$ 3,036.60
DIAZ,JOSHUA DORIAN	CYPRESS BAY HIGH	ASST BASEBALL-B (HS) SPR	$ 1,822.80
DIMLER,RONNIE JAMES	BROWARD COUNTY SCHOOLS POLICE	FDLE SUPPLEMENT	$ 936.00
DOLEN,SEAN TIMOTHY	DILLARD 6-12 HIGH	HD TENNIS-B/G COMB (HS) S	$ 1,579.00
DOLISCA,FRITZ JERRY	MONARCH HIGH	CLUB SPONSOR I	$ 274.40
DUNCAN,BREJAE	LAUDERHILL 6-12 STEM-MED MAGNET	HD BSKTBALL-G (MD) WIN	$ 1,822.80
EDOUARD,JANYSSE	BOARD	ADD'T OFF ASSIGN 1	$ 343.75
EDOUARD,JANYSSE	BOARD	ADD'T OFF ASSIGN 2	$ 343.75
EDWARDS,STEPHON	DILLARD 6-12 HIGH	ASST BSKTBALL-B (HS WIN	$ 2,429.00
ERNAND-LABRADOR,EMMA	SUNSET LAKES ELEMENTARY	CHRPERSON/TEAM LEADER	$ 322.74
ESTERLINE,KRISTI	WESTERN HIGH	EXTRAPAY ART19-1ST	$ 1,500.00
ETHRIDGE,WILLIAM D	CORAL SPRINGS HIGH	JROTC EXTRACURICLR	$ 2,151.00
FARVER,TIMOTHY PAUL	COOPER CITY HIGH	ASST ATH DIR (HS)	$ 1,366.47
FELICIANO,JUSTIN	MIRROR LAKE ELEMENTARY	CLUB SPONSOR I	$ 333.20
FERGUSON,SHATAEDRA	POMPANO BEACH MIDDLE	EXTRAPAY ART19-1ST	$ 3,000.00

Location listed provides the funding.

NOTE: The employee will receive the annual amount if they continue performing the responsibilities tied to the supplement for the entire school year.

2025-2026 SUPPLEMENT LIST
FEBRUARY 10, 2026

EMPLOYEE NAME	LOCATION	WAGETYPE TEXT	ANNUAL AMOUNT
FERNANDEZ,JASON	MIRAMAR HIGH	SOC ST COMP (SB)	$ 717.00
FEUSS,GARRETT	POMPANO BEACH MIDDLE	EXTRAPAY ART19-1ST	$ 2,700.00
FIELDS,TYQUAN	DEERFIELD BEACH HIGH	HD SOFTBALL (HS) SPR	$ 3,036.60
FIELDS,WHITNEY LESLIE ANN	DILLARD 6-12 HIGH	HD BSKTBALL-G (MD) WIN	$ 1,822.80
FIGUEROA,MIRIAM	NOVA HIGH	CALLING SUBS (SUPPL)	$ 1,249.00
FIJALKOWSKI,PAULA JUNE	MANATEE BAY ELEMENTARY	SCIENCE COMP (SB)	$ 717.00
FLOYD,LAKISHA CHANTANTE	DILLARD ELEMENTARY	CHRPERSON/TEAM LEADER	$ 537.90
FLYTE,MARIA DOLORES	MIRAMAR HIGH	FOREIGN LANG COMP (CO)	$ 717.00
FORBES,FRANQUEL	PLANTATION HIGH	CLUB SPONSOR I	$ 294.00
FOSTER,CHRISTINA	MIRAMAR HIGH	LANG ARTS COMP(SB)	$ 717.00
FRAZIER,J'AVIER	DILLARD 6-12 HIGH	HD BSKTBALL-B (HS) WIN	$ 3,645.60
FREIRE,RUBY CORIA	EVERGLADES HIGH SCHOOL	EXTRAPAY ART19-1ST	$ 3,000.00
FULLER HERNANDEZ,ERIKA	WESTPINE MIDDLE	EXTRAPAY ART19-1ST	$ 3,000.00
GADSON,MARK DAVON	DEERFIELD BEACH HIGH	HD FLAG FB-VAR (HS) SPR	$ 2,210.60
GAINS,JESSICA SABRINA	CORAL GLADES HIGH	HD TENNIS-B/G COMB (HS) S	$ 2,210.60
GALARZA,MARTHA FRANCO	COUNTRY ISLES ELEMENTARY	ESOL COORD/CONTCT	$ 920.00
GATLIN,TAMEKO ROSHELLE	OLSEN MIDDLE	HD FLAG FB GRLS (MD)	$ 1,822.80
GELMAN,PHYLLIS P	NOVA BLANCHE FORMAN ELEMENTARY	TITLE I LIAISON	$ 550.00
GENER,TRACY LYNN	MIRROR LAKE ELEMENTARY	CLUB SPONSOR I	$ 372.40
GHANIWALA,QUARRATULAYNE	WEST BROWARD HIGH	EXTRAPAY ART19-2ND	$ 2,700.00
GHERSI,DAPHNE MARIE ROSE	DEERFIELD BEACH HIGH	HD WATER POLO-B (HS) SP	$ 1,659.00
GHERSI,DAPHNE MARIE ROSE	DEERFIELD BEACH HIGH	HD WATER POLO-G (HS) SPR	$ 1,659.00
GILBERT,JANICE RENEE	FLANAGAN, CHARLES W. HIGH	YEARBOOK-NOT POC	$ 354.60
GILL,DAVIDSON R	DILLARD 6-12 HIGH	HD TRACK-B (HS) SPR	$ 3,036.60
GILL,DAVIDSON R	DILLARD 6-12 HIGH	HD TRACK-G (HS) SPR	$ 3,036.60
GOLSON JR,CALVIN	CYPRESS BAY HIGH	HD TRACK-G (HS) SPR	$ 3,036.60
GOMES LITTLE,AMANDA	CORAL GLADES HIGH	HD SOFTBALL (HS) SPR	$ 3,036.60
GONZALEZ,ERNESTO	CORAL GLADES HIGH	HD BASEBALL-B (HS) SPR	$ 3,036.60
GORDON,COURTNEY	NORTHEAST HIGH	ASST FLAG FOOTBALL HS SPR	$ 1,325.80
GORDON,JASON E	CYPRESS BAY HIGH	HD FLAG FB V & JV (HS) SP	$ 3,312.40
GORDON,LATOYA	NORTHEAST HIGH	HD FLAG FB V & JV (HS) SP	$ 3,312.40
GRAY,AARON	DEERFIELD BEACH HIGH	EXTRAPAY ART19-2ND	$ 2,700.00
GRAY,RODERICK	LAUDERHILL 6-12 STEM-MED MAGNET	HD BSKTBALL-B (MD) WIN	$ 1,822.80
HALL,SABRINA	CORAL GLADES HIGH	EXTRAPAY ART19-1ST	$ 3,000.00
HANCHARD,ASHA	LAUDERHILL 6-12 STEM-MED MAGNET	MATH COMP (SB)	$ 717.00
HANKERSON,BRENTON	CORAL SPRINGS HIGH	HD BSKTBALL-G (HS) WIN	$ 1,822.80
HANSON,KEVIN	NORTHEAST HIGH	HD TRACK-B (HS) SPR	$ 3,036.60
HARMON,COREY	TEQUESTA TRACE MIDDLE	EXTRAPAY ART19-2ND	$ 3,000.00
HARRELL,TAHNEE	MIRAMAR HIGH	SCIENCE COMP (SB)	$ 358.40
HARRIS,ARIELLE	DRIFTWOOD ELEMENTARY	SPCH/LANG PATHOLOGST	$ 2,500.00
HARRIS,ARIELLE	DRIFTWOOD ELEMENTARY	SLP NAT. CLIN. CERT.	$ 2,750.00
HARVARD,MAKYA	BLANCHE ELY HIGH	ASST COMP CHRLEADR HS WIN	$ 662.90
HARVEY,GABRIELA	MIRAMAR HIGH	SPCH/LANG PATHOLOGST	$ 1,250.00

Location listed provides the funding.

NOTE: The employee will receive the annual amount if they continue performing the responsibilities tied to the supplement for the entire school year.

2025-2026 SUPPLEMENT LIST
FEBRUARY 10, 2026

EMPLOYEE NAME	LOCATION	WAGETYPE TEXT	ANNUAL AMOUNT
HASLE,BLAIR	SILVER RIDGE ELEMENTARY	SCHOOL ADV CHAIRPERSON	$ 717.00
HAYWOOD,MEGAN	DANDY, WILLIAM MIDDLE	CHRPERSON/MATH	$ 421.20
HAYWOOD,MEGAN	DANDY, WILLIAM MIDDLE	JR HONOR SOC	$ 176.40
HENRY,COURTNEY	ESE CURRICULUM	SPCH/LANG PATHOLOGST	$ 2,500.00
HIDALGO,YUENTUNG	FOREST HILLS ELEMENTARY	CHRPERSON/TEAM LEADER	$ 780.00
HOWELL III,WILLIAM	SILVER LAKES MIDDLE	HD FLAG FB BOYS (MD)	$ 1,822.80
HUGGINS-GIBSON,JOANN	EVERGLADES HIGH SCHOOL	CLUB SPONSOR I	$ 196.00
HUGHES,DEREK	WEST BROWARD HIGH	HD LACROSSE G VARHS	$ 2,210.60
IBARRA,ADRIANA	WESTERN HIGH	EXTRAPAY ART19-1ST	$ 1,500.00
JACKSON,LESLIE	LYONS CREEK MIDDLE	HD FLAG FB GRLS (MD)	$ 1,822.80
JACKSON,TAMMARAH	NOVA HIGH	ASST CHRLEADER-G (HS) FW	$ 325.00
JAGGERNAUTH,KIMBERLY	YOUNG, WALTER C. MIDDLE	ACADEMIC STUD ACT 1	$ 430.20
JARAMILLO,MANUEL	NORTHEAST HIGH	HD SOCCER-G (HS) WIN	$ 3,036.60
JOE,BRANDON	DILLARD 6-12 HIGH	HD FLAG FB BOYS (MD)	$ 1,822.80
JOHNAKIN,JASMINE	SILVER LAKES ELEMENTARY	SAFETY PATROL (SUPPL)	$ 200.00
JOHNAKIN,JASMINE	SILVER LAKES ELEMENTARY	CURRIC ACTIVITIES 2	$ 125.00
JOHNSON,PATRICE	BOULEVARD HEIGHTS ELEMENTARY	CAREER ED (SUPPL)	$ 430.00
JONES,YORICK	PIPER HIGH	ASST BSKTBALL-G (HS WIN	$ 1,214.50
JOSEPH,KATIA	SOUTH BROWARD HIGH	HD TENNIS-B/G COMB (HS) S	$ 2,210.60
KAPLAN,CASEY	MONARCH HIGH	ASST BASEBALL-B (HS) SPR	$ 1,822.80
KATKER,ERIC	CORAL GLADES HIGH	ASST FLAG FOOTBALL HS SPR	$ 1,325.80
KATZMAN,ALISA	EMBASSY CREEK ELEMENTARY	SLP NAT. CLIN. CERT.	$ 5,500.00
KENNEDY,ESSA	ESE CURRICULUM	SPCH/LANG PATHOLOGST	$ 2,500.00
KESSLER,GINGER	WEST BROWARD HIGH	FREE LUNCH COORD	$ 477.40
KLEIN,KENNETH	CORAL SPRINGS HIGH	ASST BSKTBALL-B (HS WIN	$ 2,429.00
KOERBER,TRACY	FOREST HILLS ELEMENTARY	CHRPERSON/TEAM LEADER	$ 717.20
KRINER,SABINA YI	BOULEVARD HEIGHTS ELEMENTARY	CLUB SPONSOR I	$ 392.00
LAFRANCE,PAMELA	ORANGE BROOK ELEMENTARY	TESTING COORDINATOR	$ 550.00
LAMAR,CALVIN B	STONEMAN DOUGLAS HIGH	CURRIC ACTIVITIES 1	$ 645.30
LAMBERT,ANNE	WEST BROWARD HIGH	HD TRACK-B (HS) SPR	$ 3,036.60
LAMBERT,LORALAI	WEST BROWARD HIGH	HD TRACK-G (HS) SPR	$ 3,036.60
LAMBERT,QUINTEN	MARGATE MIDDLE	HD BSKTBALL-B (MD) WIN	$ 1,822.80
LANDAU,MIRANDA	FOREST HILLS ELEMENTARY	CHRPERSON/TEAM LEADER	$ 717.20
LAPACE,NOAH	CYPRESS BAY HIGH	HD BEACH VOLLEYBL G(HS)SP	$ 2,210.60
LAUREANO,ALYSON	WESTERN HIGH	EXTRAPAY ART19-1ST	$ 5,700.00
LEAVER,BRONWEN	SILVER LAKES ELEMENTARY	ESOL COORD/CONTCT	$ 337.50
LEAVER,BRONWEN	SILVER LAKES ELEMENTARY	CURRIC ACTIVITIES 2	$ 500.00
LEAVER,BRONWEN	SILVER LAKES ELEMENTARY	TITLE I LIAISON	$ 275.00
LEFF,RONNIE	TROPICAL ELEMENTARY	CLUB SPONSOR I	$ 392.00
LEIBOWITZ,VICTORIA	MIRROR LAKE ELEMENTARY	CLUB SPONSOR I	$ 372.40
LEWIS,DELMIS	DILLARD 6-12 HIGH	ASST BSKTBALL-B (HS WIN	$ 2,429.00
LEWIS,NICOLA	PLANTATION HIGH	HD SWIMMING-B/G COMB(HS)F	$ 3,865.40
LINDHOLM,ALEXIS	TROPICAL ELEMENTARY	CLUB SPONSOR I	$ 392.00

Location listed provides the funding.

NOTE: The employee will receive the annual amount if they continue performing the responsibilities tied to the supplement for the entire school year.

2025-2026 SUPPLEMENT LIST
FEBRUARY 10, 2026

EMPLOYEE NAME	LOCATION	WAGETYPE TEXT	ANNUAL AMOUNT
LINDO,CRAIG	GLADES MIDDLE	HD BSKTBALL-B (MD) WIN	$ 1,822.80
LOVE,GILLIAN	NEW RIVER MIDDLE	EXTRAPAY ART19-1ST	$ 2,700.00
LOWE-BANTON,ALICIA	WESTPINE MIDDLE	EXTRAPAY ART19-1ST	$ 3,000.00
MAGNUSON,RYAN	CORAL GLADES HIGH	HD FLAG FB-VAR (HS) SPR	$ 2,210.60
MALTESE,VICTORIA	WELLEBY ELEMENTARY	CALLING SUBS (SUPPL)	$ 937.00
MANUEL,VICTOR	COCONUT CREEK HIGH	HD BSKTBALL-G (HS) WIN	$ 3,645.60
MARCHANT,SIGRID	WINSTON PARK ELEMENTARY	FREE LUNCH COORD	$ 341.00
MARINI,BELINDA	FOREST HILLS ELEMENTARY	CHRPERSON/TEAM LEADER	$ 717.20
MARTIN,MELETA	FLANAGAN, CHARLES W. HIGH	EXTRAPAY ART19-2ND	$ 2,400.00
MAURO,MICHAEL	STONEMAN DOUGLAS HIGH	HD TRACK-B (HS) SPR	$ 3,036.60
MAURO,MICHAEL	STONEMAN DOUGLAS HIGH	HD TRACK-G (HS) SPR	$ 3,036.60
MCLEMORE,MONICA	WESTPINE MIDDLE	EXTRAPAY ART19-1ST	$ 3,000.00
MEDINA,TEKEEMA	FOREST HILLS ELEMENTARY	CHRPERSON/TEAM LEADER	$ 780.00
MEJIAS,JOSHLYN	MONARCH HIGH	ASST SOFTBALL-G (HS) SPR	$ 1,822.80
MEMBRENO,OLGA	DRIFTWOOD ELEMENTARY	SPCH/LANG PATHOLOGST	$ 2,500.00
MEMBRENO,OLGA	DRIFTWOOD ELEMENTARY	SLP NAT. CLIN. CERT.	$ 2,750.00
MESA,MICHAEL	WEST BROWARD HIGH	HD LACROSSE B VARHS	$ 2,210.60
MEYER,DAVID A	EVERGLADES HIGH SCHOOL	EXTRAPAY ART19-2ND	$ 2,700.00
MICKOW,ROBYN	STONEMAN DOUGLAS HIGH	ASST TRACK-B (HS) SPR	$ 2,429.00
MICKOW,ROBYN	STONEMAN DOUGLAS HIGH	ASST TRACK-G (HS) SPR	$ 2,429.00
MILLIGEN,SEKANI	CORAL GLADES HIGH	ASST BSKTBALL-B (HS WIN	$ 1,214.50
MIRZA,KABSHA	NOVA BLANCHE FORMAN ELEMENTARY	INSERVICE FAC (SUPPL)	$ 521.00
MITCHELL,DENASIA	DEERFIELD BEACH HIGH	ASST TRACK-G (HS) SPR	$ 2,429.00
MONKS,JOSEPH C	CYPRESS BAY HIGH	HD TRACK-B (HS) SPR	$ 3,036.60
MOORE JR,SOLOMON	RICKARDS MIDDLE	HD FLAG FB BOYS (MD)	$ 1,822.80
MOREJON,OLIVIA	TEQUESTA TRACE MIDDLE	SPCH/LANG PATHOLOGST	$ 2,500.00
MORENO-VELEZ,MARIMAR	MONARCH HIGH	ASST FLAG FOOTBALL HS SPR	$ 1,325.80
MUNROE,ANDREW	PIPER HIGH	HD SOCCER-B (HS) WIN	$ 3,036.60
NADER,DION	ORANGE BROOK ELEMENTARY	CALLING SUBS (SUPPL)	$ 421.65
NADER,DION	ORANGE BROOK ELEMENTARY	BUS.SUPRT CNTR I	$ 281.25
NADER,DION	ORANGE BROOK ELEMENTARY	BUS.SUPRT CNTR II	$ 281.25
NESBITT,KATRINA	PLANTATION PARK ELEMENTARY	BEHAV CMPLX INCENTIV	$ 900.00
NEVELS,DIEDRE	CORAL GLADES HIGH	EXTRAPAY ART19-1ST	$ 3,000.00
NOEL,ROSE-LOURDES	MIRAMAR HIGH	MATH COMP (SB)	$ 717.00
NORELL,GWYNNDOLYN	NOVA BLANCHE FORMAN ELEMENTARY	SPCH/LANG PATHOLOGST	$ 2,500.00
O'BRIEN,LISA	CORAL SPRINGS MIDDLE	INTERVTN TEAM LDR	$ 1,260.40
ODOM,GERMAINE	POMPANO BEACH HIGH	HD BSKTBALL-G (HS) WIN	$ 3,645.00
OKWOR,MARYBLOSSOM	LYONS CREEK MIDDLE	HD TRACK-G (MD) SPR	$ 1,822.80
OLIFF,ELIZABETH	PLANTATION PARK ELEMENTARY	BEHAV CMPLX INCENTIV	$ 900.00
O'NEILL,KYLE	CORAL GLADES HIGH	HD LACROSSE G VARHS	$ 2,210.60
O'NEILL,KYLE	CORAL GLADES HIGH	HD LACROSSE B VARHS	$ 2,210.60
PALMER,JAY ARTHUR	DILLARD 6-12 HIGH	ASST TRACK-G (HS) SPR	$ 2,429.00
PALOMINO,JESSICA	BOARD	ADD'T OFF ASSIGN 1	$ 312.50

Location listed provides the funding.

NOTE: The employee will receive the annual amount if they continue performing the responsibilities tied to the supplement for the entire school year.

2025-2026 SUPPLEMENT LIST
FEBRUARY 10, 2026

EMPLOYEE NAME	LOCATION	WAGETYPE TEXT	ANNUAL AMOUNT
PALOMINO,JESSICA	BOARD	ADD'T OFF ASSIGN 2	$ 312.50
PARSON,JOSHUA	DILLARD 6-12 HIGH	HD FLAG FB-JV (HS) SPR	$ 1,659.00
PELLETIER,BRANDON	NORTHEAST HIGH	HD BASEBALL-B (HS) SPR	$ 3,036.60
PEREIRA,IVAN	HOLLYWOOD PARK ELEMENTARY	CHRPERSON/EX STUDENT ED	$ 717.00
PEREZ PUJOLS,JOHN	NOVA HIGH	JROTC EXTRACURICLR	$ 286.80
PEREZ,AMY LYNN	ORANGE BROOK ELEMENTARY	INTERVTN TEAM LDR	$ 378.18
PEREZ,NINA	HALLANDALE HIGH	HD TENNIS-B/G COMB (HS) S	$ 2,210.60
PHILEMON JR,JOSEPH	DEERFIELD BEACH HIGH	ASST FLAG FOOTBALL HS SPR	$ 1,325.80
PICKETT,BRE'SHAUD	MONARCH HIGH	HD FLAG FB V & JV (HS) SP	$ 3,312.40
POLGARI,VIKTORIA	EVERGLADES HIGH SCHOOL	EXTRAPAY ART19-1ST	$ 2,700.00
POWELL,DELAWRENCE	SOUTH BROWARD HIGH	HD FLAG FB-VAR (HS) SPR	$ 2,210.60
PRICE-MARTIN,MALIK	NORTHEAST HIGH	ASST BSKTBALL-B (HS WIN	$ 2,429.00
PRUNEDA,LILY	CYPRESS BAY HIGH	HD SOFTBALL (HS) SPR	$ 3,036.60
PUGH,NATASHA	STRANAHAN HIGH	HD CHRLEADER (HS) FW	$ 1,655.85
RABEN,KELLY	BOARD	ADD'T OFF ASSIGN 2	$ 625.00
RABEN,KELLY	BOARD	ADD'T OFF ASSIGN 1	$ 625.00
RAHYNS,ISAAC	PLANTATION PARK ELEMENTARY	PARA BRKFST ELEMENTARY	$ 750.00
RAMSEY II,ALLEN	DILLARD 6-12 HIGH	HD FLAG FB-VAR (HS) SPR	$ 2,210.60
REYNOLDS,ONEIL ANTHONY	DILLARD 6-12 HIGH	HD SOCCER-B (HS) WIN	$ 3,036.60
RICE,BROOKE	NOVA BLANCHE FORMAN ELEMENTARY	ESE SPECIALIST	$ 841.50
RICHARDSON,ANTUANE	SOUTH BROWARD HIGH	ASST BSKTBALL-B (HS WIN	$ 1,214.50
RIVERA,SAMANTHA LEE	LYONS CREEK MIDDLE	EXTRAPAY ART19-1ST	$ 4,200.00
ROGERS III,ROBERT A	WEST BROWARD HIGH	HD VOLLEYBALL-B VAR (HS)S	$ 2,210.60
ROGERS,CECILIA	WEST BROWARD HIGH	EXTRAPAY ART19-1ST	$ 2,700.00
ROLAND,DWAIN ERIC	LYONS CREEK MIDDLE	HD FLAG FB BOYS (MD)	$ 1,822.80
RUBIANO,BRADEN	CORAL GLADES HIGH	HD VOLLEYBALL-B VAR (HS)S	$ 2,210.60
RUBIANO,RALPH	CORAL GLADES HIGH	HD VOLLEYBALL-B JV (HS)S	$ 1,659.00
SAAVEDRA,JESSICA	PLANTATION PARK ELEMENTARY	BEHAV CMPLX INCENTIV	$ 900.00
SAINTUBERT,REBECCA	HALLANDALE HIGH	GUID DIR HIGH	$ 3,298.00
SANCHEZ DE YEPEZ,MARIELA	LAUDERHILL 6-12 STEM-MED MAGNET	FOREIGN LANG COMP (CO)	$ 717.00
SANCHEZ,ANDREA K	CRESTHAVEN ELEMENTARY	FIELD TRIP COORD	$ 375.00
SANGSTER,ACACIA JANEE	NORTHEAST HIGH	HD TRACK-G (HS) SPR	$ 3,036.60
SANON,SARAH AMELIA	ESE SUPPORT/COMPLIANCE	PSYCHOLOGIST (SUPPL)	$ 2,098.25
SCANGA,NICOLE CHRISTINE	MONARCH HIGH	CLUB SPONSOR I	$ 294.00
SCHWARTZ,PAULA G	LYONS CREEK MIDDLE	EXTRAPAY ART19-1ST	$ 4,200.00
SENGHOR,JAWARA	LYONS CREEK MIDDLE	HD TRACK-B (MD) SPR	$ 1,822.80
SILVERMAN,JEFFREY H	MONARCH HIGH	CURRIC ACTIVITIES 2	$ 550.00
SMALL,SHARON	EXCEPTIONAL STUDENT EDUCATION	MED. PROC. INCENTIVE	$ 1,500.00
SMILIE,ANDREW THEADORE	DILLARD 6-12 HIGH	HD TRACK-B (MD) SPR	$ 1,302.00
SMITH,DARYL	WEST BROWARD HIGH	EXTRAPAY ART19-2ND	$ 2,700.00
SMITH,WENDY	WILTON MANORS ELEMENTARY	BUS.SUPRT CNTR I	$ 625.00
SMITH,WENDY	WILTON MANORS ELEMENTARY	BUS.SUPRT CNTR II	$ 625.00
SMITH,WENDY	WILTON MANORS ELEMENTARY	BUS.SUPRT CNTR III	$ 625.00

Location listed provides the funding.

NOTE: The employee will receive the annual amount if they continue performing the responsibilities tied to the supplement for the entire school year.

2025-2026 SUPPLEMENT LIST
FEBRUARY 10, 2026

EMPLOYEE NAME	LOCATION	WAGETYPE TEXT	ANNUAL AMOUNT
SOKOL,MARC	MONARCH HIGH	HD TENNIS-B/G COMB (HS) S	$ 2,210.60
SOLOMON,TINIKA	MIRAMAR HIGH	EXTRAPAY ART19-1ST	$ 3,000.00
SOSA,NATHALY	ESE SUPPORT/COMPLIANCE	PSYCHOLOGIST (SUPPL)	$ 3,052.00
STACKHOUSE,DANIEL	SOUTH BROWARD HIGH	EXTRAPAY ART19-1ST	$ 6,000.00
STEIN,HOWARD	WEST BROWARD HIGH	HD BASEBALL-B (HS) SPR	$ 3,036.60
STEINMAN,MADISON	EMBASSY CREEK ELEMENTARY	SLP NAT. CLIN. CERT.	$ 5,500.00
STETTNER,CHRISTINA	FLANAGAN, CHARLES W. HIGH	EXTRAPAY ART19-1ST	$ 2,700.00
STEVENS,KRYSTAL	ATTUCKS MIDDLE	HD VOLLEYBALL B (MD) SPR	$ 1,822.80
STITT,KAREN	SILVER TRAIL MIDDLE	EXTRAPAY ART19-1ST	$ 3,000.00
STONE,LATRIA DANIELL	LAUDERHILL 6-12 STEM-MED MAGNET	LANG ARTS COMP(SB)	$ 717.00
STRIGGLES,SHARDELL	PARKWAY MIDDLE	BUS.SUPRT CNTR I	$ 312.50
SWEENEY,ANDREW	COOPER CITY HIGH	EXTRAPAY ART19-1ST	$ 3,000.00
TANNUZZO,MELANIE	HOLLYWOOD PARK ELEMENTARY	CAREER ED (SUPPL)	$ 430.00
THOMAS,ADRIAN	NEW RIVER MIDDLE	EXTRAPAY ART19-2ND	$ 3,300.00
THOMAS,LESLIE	DEERFIELD BEACH HIGH	EXTRAPAY ART19-1ST	$ 2,700.00
TICE,DEBORAH	SHERIDAN TECHNICAL COLLEGE & TECH	CHRPERSONN/VOC	$ 546.00
TOOMER,KAREN A	FORT LAUDERDALE HIGH	SLP NAT. CLIN. CERT.	$ 5,500.00
TOZZI,VINCENT	DEERFIELD BEACH HIGH	ASST BASEBALL-B (HS) SPR	$ 1,822.80
TROONIN,JESSICA	EMBASSY CREEK ELEMENTARY	SPCH/LANG PATHOLOGST	$ 2,500.00
URBAN,JONATHAN J	CYPRESS BAY HIGH	HD LACROSSE G VARHS	$ 2,210.60
VAZQUEZ,STEPHANIE	SOUTH PLANTATION HIGH	ASST SOFTBALL-G (HS) SPR	$ 1,822.80
VAZQUEZ,STEPHANIE	SOUTH PLANTATION HIGH	SR CLS SPON (SUPPL)	$ 788.00
VAZQUEZ,STEPHANIE	SOUTH PLANTATION HIGH	TESTING COORDINATOR	$ 1,100.00
VEGA-CID,FERNANDO	FORT LAUDERDALE HIGH	EXTRAPAY ART19-2ND	$ 3,000.00
VILLA,HELBERT	CYPRESS BAY HIGH	HD WATER POLO-B (HS) SP	$ 1,659.00
VILLA,HELBERT	CYPRESS BAY HIGH	HD WATER POLO-G (HS) SPR	$ 1,659.00
VILLOCK,LOURDELY	WINGATE OAKS CENTER	CHRPERSON/EX STUDENT ED	$ 764.40
VOTLUCKA,PETER	FLANAGAN, CHARLES W. HIGH	SPCH/LANG PATHOLOGST	$ 2,500.00
WALDMANN,EMILY	FOREST HILLS ELEMENTARY	CHRPERSON/TEAM LEADER	$ 780.00
WALSH,LYNN	COCONUT CREEK K-8 ACADEMY OF EXCEL	CLUB SPONSOR I	$ 392.00
WALSH,LYNN	COCONUT CREEK K-8 ACADEMY OF EXCEL	ESOL COORD/CONTCT	$ 675.00
WALTON,KENDRA	NORTHEAST HIGH	ASST WRSTLNG-B (HS) WIN	$ 2,429.00
WAN,SHAENA	LYONS CREEK MIDDLE	EXTRAPAY ART19-1ST	$ 4,200.00
WEISS,LISA JILL	RICKARDS MIDDLE	HD FLAG FB GRLS (MD)	$ 911.40
WESTCARTH,SHONNI-LEIGH	MIRAMAR HIGH	SCIENCE COMP (SB)	$ 358.40
WHITELY,TREVOR	LYONS CREEK MIDDLE	FLOOR BALL BOYS MD SPR	$ 841.40
WHITELY,TREVOR	LYONS CREEK MIDDLE	FLOOR BALL GIRLS MD SPR	$ 841.40
WILLIAMS,CHARLENE	LAKE FOREST ELEMENTARY	TECH LIAISON COM	$ 717.00
WILLIAMS,DIAMOND	DEERFIELD BEACH HIGH	ASST SOFTBALL-G (HS) SPR	$ 1,822.80
WILLIAMS,JENDARI	PINES COLLEGIATE ACADEMY 6-12	BUS DUTY	$ 179.30
WILLIAMS,LE JUAN	SOUTH BROWARD HIGH	ASST BSKTBALL-B (HS WIN	$ 1,214.50
WILLIAMS,MORREONTE'	BLANCHE ELY HIGH	ASST BSKTBALL-G (HS WIN	$ 2,429.00
WILLIAMS,SONYA P	NOVA HIGH	EXTRAPAY ART19-1ST	$ 3,000.00

Location listed provides the funding.

NOTE: The employee will receive the annual amount if they continue performing the responsibilities tied to the supplement for the entire school year.

2025-2026 SUPPLEMENT LIST
FEBRUARY 10, 2026

EMPLOYEE NAME	LOCATION	WAGETYPE TEXT	ANNUAL AMOUNT
WIMBERLY,ANTAYSHA	DEERFIELD BEACH HIGH	ASST SOFTBALL-G (HS) SPR	$ 1,822.80
WIMBERLY,ANTAYSHA	DEERFIELD BEACH HIGH	HD SOFTBALL (HS) SPR	$ 3,036.60
WITTER,SYNQUANIe	FOREST HILLS ELEMENTARY	CHRPERSON/TEAM LEADER	$ 717.20
YEAGER,JEROME	MONARCH HIGH	HD TRACK-B (HS) SPR	$ 3,036.60
YEAGER,JEROME	MONARCH HIGH	HD TRACK-G (HS) SPR	$ 3,036.60
			$ 543,089.14

Signature: Howard Hepburn
Howard Hepburn (Jan 29, 2026 15:42:00 EST)

Email: howard.hepburn@browardschools.com

Location listed provides the funding.

NOTE: The employee will receive the annual amount if they continue performing the responsibilities tied to the supplement for the entire school year.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	Academics

Agenda Item Number:	A-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

West Coast University, Inc.

REQUESTED ACTION:

Approve the agreement between West Coast University, Inc. and The School Board of Broward County, Florida. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Agreement

FINANCIAL IMPACT:

There is no financial impact to the district.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela Fulton	Phone:	754-321-2100
Name:	Dr. Fabian Cone	Phone:	754-321-1868

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer

Signature

Dr. Angela R. Fulton, Deputy Superintendent Jan 27, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

WEST COAST UNIVERSITY, INC.

Board Meeting Date: February 10, 2026

Requested Action: Approve the agreement between West Coast University, Inc. and The School Board of Broward County, Florida (SBBC).

School Board Policy Requirement/Authority: Not applicable.

Statutory Requirement/Authority: N/A

District-zone Impact: District-wide

Impact of the School Board's Vote:

- If the School Board votes "Yes": If yes, SBBC will strengthen its Speech-Language Pathology (SLP) services to better support student success. This initiative will provide the district with an opportunity to recruit and train the next generation of SLP professionals, an essential step in addressing the academic and emotional needs of our students. Additionally, it will help cultivate a pool of highly qualified specialists committed to making a positive impact in our schools, ultimately enhancing the quality and accessibility of SLP services for our student population.

- If the School Board votes "No": If no, SBBC will be unable to strengthen its Speech-Language Pathology (SLP) services and support student success. The district will miss the critical opportunity to recruit and train the next generation of speech-language pathologists, which is an essential step in meeting the academic and emotional needs of our students. Furthermore, we will forfeit the chance to cultivate a pool of qualified professionals dedicated to making a positive impact in our schools, ultimately limiting our ability to enhance the quality and accessibility of SLP services for our student population.

Background/History

An agreement between a college or university and SBBC is required to accept any internship, practicum participants, or field experience placements. Our Field Experience Program operates across borders, collaborating with colleges and universities in Florida and other states. This program provides both undergraduate and graduate students with practical experiences as they pursue degrees in various majors and fields of study. Through this partnership, field experience students can gain valuable hands-on experience while working toward degree in Speech-Language Pathology.

Alignment to 2027 Goals and Guardrails: Guardrail 3: School Support

Measurable Outcome(s)/Return on Investment: By July 2027, the School Board of Broward County (SBBC) will increase college and university field experience agreements by 15%, including a new partnership with West Coast University. This initiative aims to reduce speech-language pathology vacancies by guiding students toward full-time roles within our organization.

West Coast University offers a 20-month Master of Speech-Language Pathology program with 400 clinical hours, preparing graduates for certification and licensure. While program-specific employment data is not published, graduates enter a high-demand field in schools, hospitals, and private practice. Institutional data shows a graduation rate of 57–68%, and career resources focus on the Praxis II examination and the American Speech-Language-Hearing Association's Certificate of Clinical Competence in Speech-Language Pathology (CCC-SLP) credential, supporting strong employment prospects. As SBBC establishes its baseline for student placements, this partnership will help create a sustainable pipeline of qualified candidates for future instructional and speech-language pathology positions.

Financial Impact, Funding Source & Budget Status:

- There is no financial impact to the District.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original spending authority request	N/A	N/A	N/A	N/A	N/A
First Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Second Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A

Multi-year agreement: No

Procurement Method: Not applicable.

Impact on Schools: Field experience enables interns to improve their instructional strategies and adapt to the varied needs of students, resulting in more effective learning experiences. As these interns introduce innovative approaches and new ideas in the classroom, they foster a culture of continuous improvement within the schools. This interaction

enhances the interns' professional development and positively impacts student engagement and learning outcomes, which can strengthen the overall effectiveness of educational programs in Broward County.

If there is an impact on schools, how will schools be selected/prioritized: The field experience students may choose up to three schools for their placement, and SBBC schools can also request the placement of these students.

Stakeholder Engagement/ End-User Input: Stakeholder engagement for field experience involves collaboration among college interns, SBBC school counseling supervisors, university supervisors, and consideration of SBBC students' needs. Field placements are determined based on college interns' input regarding program requirements and the support needed to achieve their academic goals. SBBC school counseling supervisors provide feedback on mentoring strategies and classroom integration to maintain instructional quality. University supervisors work closely with SBBC staff to ensure compliance with statutory and district policies while supporting effective supervision. The interests of SBBC students are represented through teacher and administrator feedback to safeguard confidentiality and maintain a positive learning environment. This collaborative approach to placement procedures, supervision guidelines, and professional development support ensures the successful implementation of the field experience program.

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: Not applicable.

Additional Backup: During the 2024–2025 school year, the School Board of Broward County facilitated a total of 751 entry-level field experience placements, 481 practicum placements, and 160 internship placements. This demonstrates a strong commitment to integrating future educators into the school system. Notably, 19% of the internship placements have already led to successful employment, highlighting the effectiveness of this program in addressing staffing needs.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

WEST COAST UNIVERSITY, INC.
(hereinafter referred to as "UNIVERSITY"),
whose principal place of business is
151 Innovation Drive, Irvine, California 92617

RECITALS

A. **WHEREAS**, SBBC and UNIVERSITY wish, and intend by this Agreement to set forth the terms and conditions of engaging in a cooperative program ("Program") for the classroom field placement of selected students enrolled at UNIVERSITY with the mutual objective of preparing students for entry into the Master of Speech-Language Pathology profession; and

B. **WHEREAS**, UNIVERSITY students will gain practical experience as part of the UNIVERSITY course curriculum by completing internships within SBBC schools at no cost to SBBC.

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

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement.** The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on June 30, 2027, unless terminated earlier pursuant to section 3.5 of this Agreement, and may by mutual agreement between SBBC and UNIVERSITY, be extended for two (2) additional one (1) year periods.

2.2 **UNIVERSITY Responsibilities.**

2.2.1 UNIVERSITY shall plan and administer the UNIVERSITY educational program for its students and be responsible for the enrollment of its students in UNIVERSITY courses, including the clinical field placement.

2.2.2 UNIVERSITY shall maintain all educational records and reports relating to the UNIVERSITY educational programs completed by UNIVERSITY students during the clinical field experience.

2.2.3 UNIVERSITY shall determine, in its sole discretion, which of its enrolled students shall be eligible to participate in the Program.

2.2.4 UNIVERSITY shall provide a person to serve as its Coordinator to oversee its educational program and coordinate Program related activities with SBBC.

2.2.5 UNIVERSITY shall work through the SBBC department of Professional Learning and Development to determine in advance placement sites for UNIVERSITY students in the Program, including dates and the number of UNIVERSITY students.

2.2.6 UNIVERSITY shall instruct its participating UNIVERSITY students to complete a security information background check form provided by SBBC and to submit to fingerprinting and criminal records background check to be performed by SBBC or at its direction.

2.2.7 UNIVERSITY shall, in consultation with SBBC, be responsible for grading of the field placement experience and determining whether a UNIVERSITY student has completed the requirements of the UNIVERSITY educational program.

2.2.8 UNIVERSITY students shall not be considered as employees or agents of the UNIVERSITY.

2.2.9 UNIVERSITY shall be responsible for providing professional development seminars to its students in the Program. SBBC may be requested to assist in such seminars.

2.2.10 UNIVERSITY shall be solely responsible for the conduct of any proceedings of its students related to academic or behavioral matters.

2.2.11 UNIVERSITY agrees to inform UNIVERSITY students that they are responsible for the rules and regulations of SBBC, including recognition of the confidential nature of information regarding pupils and their records.

2.2.12 UNIVERSITY will provide SBBC with a copy of course objectives for the learning experience. SBBC, together with UNIVERSITY, will make arrangements for evaluating the learning experience.

2.2.13 UNIVERSITY shall instruct UNIVERSITY students that they shall not take, capture or record any photographs or any audio or video recordings while on any SBBC facilities without prior written consent of all parents, or students aged 18 or over, for all students that may be captured in such recordings to evaluate the intern's progress.

2.3 **SBBC Responsibilities.**

2.3.1 SBBC shall be responsible for the conduct of its operations, supervision of its staff and the education of its students. UNIVERSITY shall not control any of SBBC's property or operations.

2.3.2 SBBC shall provide forms for UNIVERSITY to use as internship applications.

2.3.3 SBBC shall determine, in consultation with UNIVERSITY, the UNIVERSITY students who will be placed at SBBC schools and which schools.

2.3.4 SBBC shall provide to UNIVERSITY students a security background information form to be completed by UNIVERSITY students and provide a process for fingerprinting and criminal records background check to be performed by SBBC or at its direction. SBBC shall determine whether a UNIVERSITY student has satisfactorily cleared the security screening.

2.3.5 SBBC shall, in consultation with UNIVERSITY, assign its teachers/staff to serve as supervising teachers for the evaluation of the UNIVERSITY students. SBBC supervising teachers/staff shall complete evaluation forms provided by UNIVERSITY. Site supervisors selected by SBBC will, a) assist in orienting UNIVERSITY students to the school, the classroom and the pupils; b) explain all school and district policies, rules, and regulations to students; c) provide prompt and substantive feedback to UNIVERSITY students regarding performance activities and interactions with SBBC personnel, pupils and parents; d) complete evaluations of UNIVERSITY student progress and submit them to UNIVERSITY after reviewing them with applicable UNIVERSITY students; e) immediately inform the UNIVERSITY faculty supervisor of any concerns regarding a UNIVERSITY student; f) establish a time to meet and discuss with UNIVERSITY students their activities, impressions, reflections, and suggestions for goals and areas of improvement; g) (For interns) supervise students on a daily basis while under supervision from SBBC site supervisor, if the site supervisor is absent from the classroom, under no circumstance can a UNIVERSITY student, even if he/she is certified, serve as the

substitute of record during the student teaching experience unless a separate agreement has been negotiated in writing by the SBBC and the UNIVERSITY student.

2.3.6 SBBC shall provide the UNIVERSITY with written performance evaluation feedback about the UNIVERSITY student and completion logs based on the Florida Educator Accomplished Practices (FEAPS) or any other appropriate evaluation standard(s) with the prior written consent of the UNIVERSITY student.

2.3.7 UNIVERSITY students shall not be deemed to be employees of SBBC for purposes of compensation, fringe benefits, worker's compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose, because of their participation in the Program. Each UNIVERSITY student is placed with SBBC to receive clinical field experience as a part of his or her academic curriculum; those duties performed by a UNIVERSITY student are not performed as an employee, but in fulfillment of these academic requirements and are performed under supervision. At no time during their practicum shall students replace or substitute for any employee of SBBC. This provision shall not be deemed to prohibit the employment of any such UNIVERSITY student by SBBC under a separate employment agreement for separate or additional duties.

2.3.8 SBBC agrees that UNIVERSITY students assigned to it for internship experiences are under the supervision, control and responsibility of SBBC.

2.3.9 SBBC shall retain the right in its sole discretion, to request the removal of any individual from any area of the school premises. UNIVERSITY students shall be instructed by the UNIVERSITY to promptly and without protest leave an area whenever they are requested to do so by an authorized SBBC representative.

2.3.10 SBBC will provide to UNIVERSITY students the policies and procedures and other relevant materials to allow students to function appropriately within the school.

2.3.11 SBBC will permit UNIVERSITY students access to the library facilities/curriculum laboratories available to personnel. UNIVERSITY students may not remove materials from the school without appropriate approval.

2.3.12 UNIVERSITY students shall not be considered employees or agents of SBBC.

2.3.13 SBBC acknowledges: (a) a UNIVERSITY student's provision of services in the clinical or field experience will not displace SBBC employees or provide any immediate advantage to the site; (b) no participating UNIVERSITY student will be entitled to

employment by SBBC following internship; and (c) this internship will be without compensation to the UNIVERSITY student.

2.3.14 SBBC shall permit a UNIVERSITY supervisor to visit SBBC for purposes of ascertaining that UNIVERSITY's educational objectives for each UNIVERSITY student's rotation are met at SBBC. UNIVERSITY supervisor shall remain under the direct supervision of an SBBC employee at all times while on school grounds pursuant to Section 1012.468(2)(a)(1), Florida Statutes.

2.3.15 SBBC personnel who supervise UNIVERSITY student teachers during student teaching internships in a K-3 setting must have a certificate or endorsement in reading.

2.4 **SBBC Disclosure of Education Records.** Under this Agreement, UNIVERSITY students will gain practical experience by completing internships on-site at SBBC schools.

2.4.1 SBBC staff will provide UNIVERSITY students with the education records for services performed individually, in small groups, and/or in a student's classroom, pursuant to this Agreement for the Speech and Language Pathology (SLP) profession.

2.4.2 SBBC will provide UNIVERSITY students with the following SBBC student education records via "view only" on SBBC database with SBBC supervisor present:

2.4.2.1 First and last name of student
2.4.2.2 Name of school
2.4.2.3 Emergency contact records
2.4.2.4 Attendance records
2.4.2.5 Academic records
2.4.2.6 Consent for Evaluation/Re-evaluation
2.4.2.7 Medical information including doctor's prescriptions and OT/PT-related assessment reports
2.4.2.8 Individualized Education Program (IEP) or 504 Plan
2.4.2.9 Functional Behavior Assessment/Positive Behavior Intervention Plan
2.4.2.10 Plan of Care (POC)
2.4.2.11 Progress reports
2.4.2.12 SLP therapy case notes, evaluation reports (when applicable)
2.4.2.13 Any other document necessary for the provision of a Free Appropriate Public Education. Student interns will not have access to students' Social Security Number or Free and Reduced lunch information.

2.4.3 SBBC must obtain the written consent from each student's parent/guardian or student age 18 years or older prior to disclosing the education records listed in this section for all purposes indicated above.

2.4.4 The requirements of this section shall supersede any uses and disclosures of education records, or the like as listed in UNIVERSITY'S privacy policies if any.

2.4.5 UNIVERSITY student interns may redisclose de-identified student work samples to UNIVERSITY supervisor without prior written parental/guardian consent in order to receive feedback and evaluation, and ensure proper planning and programs. However, written parental/guardian consent is required for UNIVERSITY student interns to disclose personally identifiable video/audio recordings to UNIVERSITY supervisors.

2.5 **UNIVERSITY Safeguarding the Confidentiality of Education Records.**

2.5.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, UNIVERSITY shall:

2.5.1.1 fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2.5.1.2 hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

2.5.1.3 utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.5.1.4 notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.5.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, UNIVERSITY shall:

2.5.2.1 ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

2.5.2.2 safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

2.5.2.3 notify the SBBC Information Security & Assurance Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.5.2.4 fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

2.5.2.5 prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.5.2.6 be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

2.5.2.7 provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records;

2.5.2.8 purge education records from any media once the media is no longer in use or is to be disposed; and

2.5.2.9 return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.5.3 Liability. UNIVERSITY shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

2.5.4 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.6 **Assessment of Data Protection Controls.**

2.6.1 UNIVERSITY or any of UNIVERSITY's subcontractors with access to SBBC data shall provide an attestation stating UNIVERSITY and/or UNIVERSITY's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by UNIVERSITY or any of UNIVERSITY's subcontractors with access to SBBC data under this Agreement.

2.6.1.1 At a minimum, the assessment shall show what controls are used to:

2.6.1.2 protect SBBC against unauthorized access, unauthorized disclosure, and damage;

2.6.1.3 reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data;

2.6.1.4 ensure SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet UNIVERSITY'S objectives while also ensuring the data is protected from unauthorized use or disclosure; and

2.6.1.5 monitor compliance with established cybersecurity controls.

2.6.2 UNIVERSITY and/or UNIVERSITY's subcontractors with access to SBBC data under this agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. UNIVERSITY shall provide SBBC an attestation of continued compliance by UNIVERSITY and/or UNIVERSITY's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.7 **Inspection of UNIVERSITY'S Records by SBBC.** UNIVERSITY shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of UNIVERSITY's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to UNIVERSITY's Records from the effective date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to UNIVERSITY pursuant to this Agreement. SBBC's agent or its authorized representative shall provide UNIVERSITY with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to the UNIVERSITY's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. UNIVERSITY shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.8 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Professional Learning and Development The School Board of Broward County, Florida 3531 Davie Road Davie, Florida 33314
To UNIVERSITY:	West Coast University, Inc. 151 Innovation Drive Irvine, California 92617 Attn: Legal Department

2.9 **Background Screening.** UNIVERSITY shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of UNIVERSITY's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (4) descriptions listed above. This background screening will be conducted by SBBC in advance of UNIVERSITY or its personnel providing any services under the conditions described in the previous sentence. This Agreement. UNIVERSITY students shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to UNIVERSITY and its personnel. The parties agree that the failure of UNIVERSITY to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit UNIVERSITY to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. UNIVERSITY agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from UNIVERSITY's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.10 **Public Records.** Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this

Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

2.11 **Indemnification**. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, if the termination date occurs before a UNIVERSITY student has completed his or her learning experience at SBBC and the UNIVERSITY student is in good standing with SBBC, such UNIVERSITY student may be permitted to complete the scheduled learning experience pursuant to the terms of this Agreement.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes,

controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their

mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure.** Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

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

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Reason: West Coast University Agreement
Date: 2026.01.05 16:36:03 -05'00'

_____
Office of the General Counsel

FOR UNIVERSITY:

(Corporate Seal)

ATTEST:

_____
Corporate Secretary Signature

-or-

_____
Witness Signature
Print Name: Erin McCulley

_____
Witness Signature
Print Name: Sarah Krueger

WEST COAST UNIVERSITY, INC.

By: Cheryl Rojas

Print Name: Cheryl Rojas

Title: Director, Clinical Contracts

Date: December 18, 2025

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*) of _____ (*name of corporation acknowledging*), a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced _____ (*type of identification*) as identification and who did first take an oath this _____ day of _____, 2025.

- see CA Acknowledgment attached. -HJW

My Commission Expires:

_____
Signature – Notary Public

(SEAL)

_____
Printed Name of Notary

_____
Notary's Commission No.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On December 18, 2025 before me, Henry J. Wojtusik, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Cheryl Elaine Rojas
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

HENRY J. WOJTUSIK
Notary Public - California
Orange County
Commission # 2438540
My Comm. Expires Feb 17, 2027

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Agreement Document Date: _____
Number of Pages: 17 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	Academics

Agenda Item Number:	A-2.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Kennesaw State University

REQUESTED ACTION:

Approve the agreement between Kennesaw State University and The School Board of Broward County, Florida. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Agreement

FINANCIAL IMPACT:

There is no financial impact to the district.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela Fulton	Phone:	754-321-2100
Name:	Dr. Fabian Cone	Phone:	754-321-1868

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer

Signature

Dr. Angela R. Fulton, Deputy Superintendent Jan 27, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Kennesaw State University

Board Meeting Date: February 10, 2026

Requested Action: Approve the agreement between Kennesaw State University and The School Board of Broward County, Florida (SBBC).

School Board Policy Requirement/Authority: Not applicable

Statutory Requirement/Authority: Yes, Section 1012.56 outlines the requirements for educator certification, which includes field experience. Additionally, Section 1004.04 addresses the requirements for teacher preparation programs, also highlighting the importance of field experience.

District-zone Impact: District-wide

Impact of the School Board's Vote:

- If the School Board votes "Yes": If yes, SBBC will be able to strengthen its teacher recruitment and support student success. The district will have the opportunity to recruit and train the next generation of educators, an essential step in addressing the academic and emotional needs of our students. Additionally, we will cultivate a pool of highly qualified teachers committed to making a positive impact in our schools, ultimately enhancing the quality of instruction and support available to our student population.

- If the School Board votes "No": If no, SBBC will not be able to strengthen its teacher recruitment and support student success. The district will miss the opportunity to recruit and train the next generation of educators, an essential step in addressing the academic and emotional needs of our students. Furthermore, we will not be able to cultivate a pool of qualified teachers dedicated to making a positive impact in our schools, and ultimately, we will be unable to enhance the quality of instruction available to our student population.

Background/History

An agreement between a college or university and SBBC is required to accept any student teachers (interns), practicum participants, or field experience placements. Our Field Experience Program operates across borders, collaborating with colleges and universities in Florida and other states. This program provides both undergraduate and graduate students with practical experiences as they pursue degrees in various majors and fields of study. Through this partnership, field experience students can gain valuable hands-on experience while working toward degrees in teaching.

Alignment to 2027 Goals and Guardrails: Guardrail 3: School Support

Measurable Outcome(s)/Return on Investment: By July 2027, SBBC will achieve a 15% increase in college and university field experience agreements, including the newly established partnership with Kennesaw State University. This expansion is designed to reduce teacher vacancies by strategically guiding participating students toward full-time employment opportunities within our organization.

Baseline data for Kennesaw State University indicates strong outcomes: alumni surveys report a 94.9% job placement rate within six months for graduates, an overall retention rate of 79% (above the national average), and a current graduation rate of 48%. As SBBC establishes its own baseline for student placements, this partnership will help build a sustainable pipeline of qualified candidates for future instructional positions.

Financial Impact, Funding Source & Budget Status:

- There is no financial impact to the District.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original spending authority request	N/A	N/A	N/A	N/A	N/A
First Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Second Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A

Multi-year agreement: No

Procurement Method: Not applicable

Impact on Schools: Field experience enables interns to improve their instructional strategies and adapt to the varied needs of students, resulting in more effective learning experiences. As these interns introduce innovative approaches and new ideas in the classroom, they foster a culture of continuous improvement within the schools. This interaction enhances the interns' professional development and positively impacts student engagement and learning outcomes, which can strengthen the overall effectiveness of educational programs in Broward County.

If there is an impact on schools, how will schools be selected/prioritized: The field experience students may choose up to three schools for their placement, and SBBC schools can also request the placement of these students.

Stakeholder Engagement/ End-User Input: Stakeholder engagement for Field Experience involves collaboration among college interns, cooperating teachers, university supervisors, and consideration of SBBC students' needs. Field placements are determined based on college interns' input regarding program requirements and the support needed to achieve their academic goals. SBBC cooperating teachers provide feedback on mentoring strategies and classroom integration to maintain instructional quality. University supervisors work closely with SBBC staff to ensure compliance with statutory and district policies while supporting effective supervision. The interests of SBBC students are represented through teacher and administrator feedback to safeguard confidentiality and maintain a positive learning environment. This collaborative approach to placement procedures, supervision guidelines, and professional development support ensures the successful implementation of the Field Experience program.

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: Not applicable.

Additional Backup: During the 2024–2025 school year, the School Board of Broward County facilitated a total of 751 field experience placements, 481 practicum placements, and 160 internship placements. This demonstrates a strong commitment to integrating future educators into the school system. Notably, 19% of the internship placements have already led to successful employment, highlighting the effectiveness of this program in addressing staffing needs.

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AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, BY AND ON BEHALF OF KENNESAW STATE UNIVERSITY
(hereinafter referred to as "UNIVERSITY"),
whose principal place of business is
1000 Chastain Road, Kennesaw, Georgia 30144

RECITALS

A. **WHEREAS**, SBBC and UNIVERSITY wish, and intend by this Agreement to set forth the terms and conditions of engaging in a cooperative program ("Program") for the classroom field placement of selected students enrolled at UNIVERSITY with the mutual objective of preparing students for entry into the teaching profession; and

B. **WHEREAS**, UNIVERSITY students will gain practical experience as part of the UNIVERSITY course curriculum by completing internships within SBBC schools at no cost to SBBC.

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

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences the date of the last signature below ("Effective Date") and concludes on June 30, 2027, unless terminated earlier pursuant to the Termination section 3.5 of this Agreement and, upon the approval of both parties in writing in the form of a written

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amendment to this Agreement executed by both parties, may be extended for two (2) additional one (1) year periods.

2.2 **UNIVERSITY Responsibilities**.

2.2.1 UNIVERSITY shall plan and administer the UNIVERSITY educational program for its students and be responsible for the enrollment of its students in UNIVERSITY courses, including the clinical field placement.

2.2.2 UNIVERSITY shall maintain all educational records and reports relating to the UNIVERSITY educational programs completed by UNIVERSITY students during clinical field experience.

2.2.3 UNIVERSITY shall determine, in its sole discretion, which of its enrolled students shall be eligible to participate in the Program.

2.2.4 UNIVERSITY shall provide a person to serve as its Coordinator to oversee its educational program and coordinate Program related activities with SBBC.

2.2.5 UNIVERSITY shall work through the SBBC department of Professional Learning and Development to determine in advance placement sites for UNIVERSITY students in the Program, including dates and the number of UNIVERSITY students.

2.2.6 UNIVERSITY shall instruct its participating UNIVERSITY students to complete a security information background check form provided by SBBC and to submit to fingerprinting and criminal records background check to be performed by SBBC or at its direction.

2.2.7 UNIVERSITY shall, in consultation with SBBC, be responsible for grading the field placement experience and determining whether a UNIVERSITY student has completed the requirements of the UNIVERSITY educational program.

2.2.8 UNIVERSITY students shall not be considered as employees or agents of the UNIVERSITY.

2.2.9 UNIVERSITY shall be responsible for providing professional development seminars to its students in the Program. SBBC may be requested to assist in such seminars.

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2.2.10 UNIVERSITY shall be solely responsible for the conduct of any proceedings of its students related to academic or behavioral matters.

2.2.11 UNIVERSITY agrees to inform UNIVERSITY students that they are responsible for the rules and regulations of SBBC, including recognition of the confidential nature of information regarding pupils and their records.

2.2.12 UNIVERSITY will provide SBBC with a copy of course objectives for the learning experience. SBBC, together with UNIVERSITY, will make arrangements for evaluating the learning experience.

2.2.13 UNIVERSITY shall instruct UNIVERSITY students that they shall not take, capture or record any photographs or any audio or video recordings while on any SBBC facilities without prior written consent of all parents, or students aged 18 or over, for all students that may be captured in such recordings to evaluate the intern's progress.

2.3 **SBBC Responsibilities**.

2.3.1 SBBC shall be responsible for the conduct of its operations, supervision of its staff and the education of its students. UNIVERSITY shall not control any of SBBC's property or operations.

2.3.2 SBBC shall provide forms for UNIVERSITY to use as internship applications.

2.3.3 SBBC shall determine, in consultation with UNIVERSITY, the UNIVERSITY students who will be placed at SBBC schools and which schools.

2.3.4 SBBC shall provide to UNIVERSITY students a security background information form to be completed by UNIVERSITY students and provide a process for fingerprinting and criminal records background check to be performed by SBBC or at its direction. SBBC shall determine whether a UNIVERSITY student has satisfactorily cleared the security screening.

2.3.5 SBBC shall, in consultation with UNIVERSITY, assign its teachers/staff to serve as supervising teachers for the evaluation of the UNIVERSITY students. SBBC supervising teachers/staff shall complete evaluation forms provided by UNIVERSITY. Site supervisors selected by SBBC will, a) assist in orienting UNIVERSITY students to the school, the classroom and the pupils; b) explain all school and district policies, rules, and regulations to students; c) provide prompt and substantive feedback to UNIVERSITY students regarding performance activities and interactions with SBBC

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personnel, pupils and parents; d) complete evaluations of UNIVERSITY student progress and submit them to UNIVERSITY after reviewing them with applicable UNIVERSITY students; e) immediately inform the UNIVERSITY faculty supervisor of any concerns regarding a UNIVERSITY student; f) establish a time to meet and discuss with UNIVERSITY students their activities, impressions, reflections, and suggestions for goals and areas of improvement; g) (For interns) supervise students on a daily basis while under supervision from SBBC site supervisor, if the site supervisor is absent from the classroom, under no circumstance can a UNIVERSITY student, even if he/she is certified, serve as the substitute of record during the student teaching experience unless a separate agreement has been negotiated by SBBC and the UNIVERSITY student.

2.3.6 SBBC shall provide the UNIVERSITY with written performance evaluation feedback about the UNIVERSITY student and completion logs based on the Florida Educator Accomplished Practices (FEAPS) or any other appropriate evaluation standard(s) with the prior written consent of the UNIVERSITY.

2.3.7 UNIVERSITY students shall not be deemed to be employees of SBBC for purposes of compensation, fringe benefits, worker's compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose, because of their participation in the Program. Each UNIVERSITY student is placed with SBBC to receive clinical field experience as a part of his or her academic curriculum; those duties performed by a UNIVERSITY student are not performed as an employee, but in fulfillment of these academic requirements and are performed under supervision. At no time during their practicum shall students replace or substitute for any employee of SBBC. This provision shall not be deemed to prohibit the employment of any such UNIVERSITY student by SBBC under a separate employment agreement for separate or additional duties.

2.3.8 SBBC agrees that UNIVERSITY students assigned to it for internship experiences are under the supervision, control and responsibility of SBBC.

2.3.9 SBBC shall retain the right in its sole discretion, to request the removal of any individual from any area of the school premises. UNIVERSITY students shall be instructed by the UNIVERSITY to promptly and without protest leave an area whenever they are requested to do so by an authorized SBBC representative.

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2.3.10 SBBC will provide to UNIVERSITY students the policies and procedures and other relevant materials to allow students to function appropriately within the school.

2.3.11 SBBC will permit UNIVERSITY students access to the library facilities/curriculum laboratories available to personnel. UNIVERSITY students may not remove materials from the school without appropriate approval.

2.3.12 UNIVERSITY students shall not be considered employees or agents of SBBC.

2.3.13 SBBC acknowledges: (a) a UNIVERSITY student's provision of services in the clinical or field experience will not displace SBBC employees or provide any immediate advantage to the site; (b) no participating UNIVERSITY student will be entitled to employment by SBBC following internship; and (c) this internship will be without compensation to the UNIVERSITY student.

2.3.14 SBBC shall permit a UNIVERSITY supervisor to visit SBBC for purposes of ascertaining that UNIVERSITY's educational objectives for each UNIVERSITY student's rotation are met at SBBC. UNIVERSITY supervisor shall remain under the direct supervision of an SBBC employee at all times while on school grounds pursuant to Section 1012.468(2)(a)(1), Florida Statutes.

2.3.15 SBBC personnel who supervise UNIVERSITY student teachers during student teaching internships in a K-3 setting must have a certificate or endorsement in reading.

2.3.16 SBBC personnel who supervise UNIVERSITY student teachers in state-approved programs in Prekindergarten-Primary Education, Elementary Education, English, English to Speakers of Other Languages, and Reading must have a certificate or endorsement in reading.

2.4 **SBBC Disclosure of Education Records**. Under this Agreement, UNIVERSITY students will gain practical experience by completing internships within SBBC schools for entry into the teaching profession.

2.4.1 SBBC staff will provide UNIVERSITY student the records listed in this section for the purpose of teaching individually, in small groups, or in a student's classroom, pursuant to this Agreement.

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2.4.2 SBBC staff will provide UNIVERSITY students with the following SBBC student education records via "view only" on SBBC database with SBBC supervisor present:

2.4.2.1 student first and last name

2.4.2.2 academic records

2.4.2.3 attendance records

2.4.2.4 emergency contact records

2.4.2.5 Individualized Education Program (IEP) or 504 Plan, when applicable, viewed only when on campus under the supervision of the SBBC supervising teacher

2.4.2.6 additional education records necessary for the UNIVERSITY student to complete his/her responsibilities, pursuant to this Agreement.

2.4.3 SBBC must obtain the written consent from each student's parent/guardian or student age 18 years or older prior to disclosing the education records listed in this section for all purposes indicated above.

2.4.4 The requirements of this section shall supersede any uses and disclosures of education records, or the like as listed in UNIVERSITY'S privacy policies if any.

2.4.5 Student interns may redisclose de-identified student work samples to UNIVERSITY supervisor without prior written parental/guardian consent in order to receive feedback and evaluation, and ensure proper planning and programs. However, written parental/guardian consent is required for student interns to disclose personally identifiable video/audio recordings to UNIVERSITY supervisors.

2.5 **UNIVERSITY Safeguarding the Confidentiality of Education Records**.

2.5.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, UNIVERSITY shall:

2.5.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its

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implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.5.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.5.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.5.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.5.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, UNIVERSITY shall:

2.5.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.5.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

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2.5.2.3 Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.5.2.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.5.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.5.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.5.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.5.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.5.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

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2.5.3 Liability. UNIVERSITY shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

2.5.4 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.6 **Assessment of Data Protection Controls**.

2.6.1 UNIVERSITY or any of UNIVERSITY's subcontractors with access to SBBC data shall provide an attestation stating UNIVERSITY and/or UNIVERSITY's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by UNIVERSITY or any of UNIVERSITY's subcontractors with access to SBBC data under this Agreement.

2.6.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.6.1.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.6.1.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.6.1.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet UNIVERSITY's objectives while also ensuring the data is protected from unauthorized use or disclosure.

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2.6.1.4 Monitoring compliance with established security controls.

2.6.3 UNIVERSITY and/or UNIVERSITY's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. UNIVERSITY shall provide SBBC an attestation of continued compliance by UNIVERSITY and/or UNIVERSITY's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.7 **Inspection of UNIVERSITY's Records by SBBC**. UNIVERSITY shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of UNIVERSITY's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to UNIVERSITY's Records from the Effective Date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to UNIVERSITY pursuant to this Agreement. SBBC's agent or its authorized representative shall provide UNIVERSITY with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction. SBBC's agent or its authorized representative shall have access to the UNIVERSITY's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. UNIVERSITY shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.8 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

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With a Copy to: Director, Professional Learning and Development
The School Board of Broward County, Florida
3531 Davie Road
Davie, Florida 33314

To UNIVERSITY: Dr. Traci Redish,
Acting Dean of Bagwell College of Education
580 Parliament Garden Way NW,
Kennesaw, Georgia 30144

With a Copy to: Mrs. Kawonza Jones-Wilson,
Director, Clinical Experiences,
Placements and Partnerships
580 Parliament Garden Way NW,
Kennesaw, Georgia 30144

2.9 **Background Screening.** UNIVERSITY shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of UNIVERSITY's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (4) descriptions listed above. This background screening will be conducted by SBBC in advance of UNIVERSITY or its personnel providing any services under the conditions described in the previous sentence. This Agreement. UNIVERSITY students shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to UNIVERSITY and its personnel. The parties agree that the failure of UNIVERSITY to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit UNIVERSITY to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. UNIVERSITY agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from UNIVERSITY's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn

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at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.10 **Public Records.** Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

2.11 **Indemnification**. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, if the termination date occurs before a UNIVERSITY student has completed his or her learning experience at SBBC and the UNIVERSITY student is in good standing with SBBC, such UNIVERSITY student may be permitted to com-

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plete the scheduled learning experience pursuant to the terms of this Agreement.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this

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Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure.** Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

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3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

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

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

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FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Reason: Kennesaw State University Agreement
Date: 2026.01.05 15:23:19 -05'00'

_____
Office of the General Counsel

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FOR UNIVERSITY:

(Corporate Seal)

THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, BY AND ON BEHALF OF KENNESAW STATE UNIVERSITY

ATTEST:

Print Name: Dr. Traci Redish DocuSigned by: Traci Redish 90BDEF6D8D4D48D...

Title: Acting Dean, Bagwell College of Education

Corporate Secretary Signature

-or-

Date: December 22, 2025

DocuSigned by: Donna Fitzgerald 4473B7679EA41...

Witness Signature

Print Name: Donna Fitzgerald

Print Name: Mrs. Kawonza Jones-Wilson DocuSigned by: Kawonza Jones 3D1284FB23C5487...

Title: Director, Clinical Experiences, Placements and Partnerships

DocuSigned by: Carolina Ayerbe

Witness Signature

Print Name: Carolina Ayerbe

Date: December 22, 2025

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Georgia

COUNTY OF Cobb

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this January 5, 2026 (*date*) by Fidelia Omondi (*name of officer or agent, title of officer or agent*) of Kennesaw State University (*name of corporation acknowledging*), a Georgia (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced driver's license (*type of identification*) as identification and who did first take an oath this 05 day of January, 2026.

My Commission Expires:

(SEAL)

CHEROKEE NOTARY PUBLIC EXPIRES GEORGIA 26TH DAY OF AUGUST, 2029 CHEROKEE COUNTY

Signature – Notary Public

Carolina Ayerbe

Printed Name of Notary

W-00715324

Notary's Commission No.

Status: ADDED / SPECIAL ORDER

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	B. Board Members
DEPARTMENT:	Board Member - District 6

Agenda Item Number:	B-1.
Consent or Open Item:	Consent
Special Order:	YES
Time for Special Order:	2:00 PM

TITLE:

Secure the Next Generation Referendum Renewal Audit Report Recommendations ADDED / SPECIAL ORDER - 2:00 P.M.

REQUESTED ACTION:

Approve and direct the Superintendent of Schools to implement the recommendations set forth in the Office of the Chief Auditor's Secure the Next Generation Referendum Renewal Audit Report. (Cervera)

The office of the Superintendent, Chief of Staff received a request from District 3 Board Member Sarah Leonardi and District 9 (At Large) Board Member Debra Hixon to co-sponsor this agenda item.

RATIONALE:

For the Requested Actions, Background History, Alignments to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Audit Report

FINANCIAL IMPACT:

Financial impact is dependent upon the Superintendent's implementation approach, scope, and operational strategies related to the audit recommendations.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 4: Accountability

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	John J. Sullivan	Phone:	754-321-2616
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

John J. Sullivan, Chief of Staff and Communications

Signature

John J. Sullivan, Chief of Staff and Communications

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: John J. Sullivan
Title: Chief of Staff & Communications
Phone: 754-321-2616

EXECUTIVE SUMMARY

Secure the Next Generation Referendum Renewal Audit Report Recommendations

Board Meeting Date: February 10, 2026

Requested Action: Approve and direct the Superintendent of Schools to implement the Recommendations set forth in the Office of the Chief Auditor's Secure the Next Generation Referendum Renewal Audit Report.

School Board Policy Requirement/Authority: SBBC Policy 1003 Follow-Up on Audit Recommendations

Statutory Requirement/Authority: Section 1011.73, Florida Statutes, District millage elections; and Section 101.161 Florida Statutes, Referenda; ballots

District-zone Impact: District-wide

Impact of the School Board's Vote:

- If the School Board votes "Yes": The School Board of Broward County, Florida (SBBC) will approve the Superintendent of Schools to implement the Recommendations set forth in the Office of the Chief Auditor's Secure the Next Generation Referendum Renewal Audit Report.
- If the School Board votes "No": The Superintendent will not be authorized to implement the Recommendations outlined in the Office of the Chief Auditor's Secure the Next Generation Referendum Renewal Audit Report. The District may continue to experience operational challenges related to clarity, consistency, documentation, and administration of the referendum absent further SBBC direction.

Background/History
The 2018 *Secure the Next Generation* referendum provided salary supplements to certain SBBC employee groups, but excluded administrators and several non-instructional roles. During development of the 2022 referendum renewal, District staff, with SBBC approval, drafted ballot language intended to allow flexibility by including additional employee groups. Public discussions raised

questions about the clarity and equity of the allocation framework, particularly regarding potential inclusion of administrative staff. Because SBBC did not establish specific salary or position-based eligibility criteria, uncertainty remained regarding intended recipients. Following direction from SBBC on January 6, 2026, the Office of the Chief Auditor reviewed the development and implementation processes and found that broad ballot language and the absence of defined eligibility criteria led to differing interpretations, along with communication and documentation challenges related to eligibility changes.

Alignment to 2027 Goals and Guardrails: Guardrail 4: Accountability

Measurable Outcome(s)/Return on Investment: N/A

Financial Impact, Funding Source & Budget Status: Any potential financial impact is dependent upon the Superintendent's implementation approach, scope, and operational strategies related to the Audit Recommendations.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original spending authority request	N/A				
First Amendment/Renewal – additional spending authority	N/A				
Second Amendment/Renewal – additional spending authority	N/A				
Total Agreement Amount	N/A	—	—		

Multi-year agreement: Yes / No N/A
Procurement Method: N/A

Impact on Schools: N/A

If there is an impact on schools, how will schools be selected/prioritized: N/A

Stakeholder Engagement/ End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: Audit Report - Secure the Next Generation Referendum Renewal

AUDIT REPORT

Review
of
Secure the Next Generation
Referendum Renewal

To be presented to the:

The School Board of Broward County, Florida on
February 3, 2026

By

The Office of the Chief Auditor

Office of the Chief Auditor
Dave Rhodes, Chief Auditor
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301
phone: 754-321-2400 • fax: 754-321-2719
dave.rhodes@browardschools.com
www.browardschools.com/audit

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

February 3, 2026

Review of Secure the Next Generation Referendum Renewal

At the Special School Board Meeting on January 6, 2026, the School Board of Broward County, Florida ("SBBC") directed the Office of the Chief Auditor ("OCA") to investigate the circumstances under which an item was presented contrary to board direction. In response, the OCA initiated an internal examination of the processes BCPS used to develop the "Secure the Next Generation Referendum Renewal." This included a review of the ballot language, an assessment of the SBBC's directives, and an evaluation of the steps staff took to implement the referendum-funded supplements through the board approved allocation measures, consistent with the board's longstanding expectation for transparency and fidelity in all processes.

To conduct this work, the OCA reviewed board meeting items and agendas, video recordings of board meetings and workshops, board motions, meeting minutes, email correspondence, salary band schedules, applicable governance, publicly available records, employee human resource data, and other supporting documents. The OCA also interviewed several current Broward County Public Schools ("BCPS") employees involved at various stages of the process, as well as former school board members who served during the period when the 2023 and 2024 referendum-funded allocations were determined and approved, to obtain additional context and insight.

The 2018 "Secure the Next Generation" referendum funded salary supplements for several BCPS employee groups, including teachers and eligible staff with instructional or supportive roles. School-based and district-level administrators, non-instructional staff, food and nutrition service workers, maintenance personnel, security staff, transportation employees, and facilities employees did not receive referendum supplements.

In the early development of the 2022 "Secure the Next Generation Referendum Renewal," and with SBBC approval, BCPS staff sought to craft ballot language that would provide the board members with flexibility to include additional employee groups. During public meetings, several board members and community speakers raised concerns about the clarity and equity of the proposed allocation structure, emphasizing the need to reassess the supplement framework and evaluate whether benefits should extend to administrative staff, particularly

principals and assistant principals, who SBBC excluded from the 2018 referendum. However, because the SBBC did not define salary eligibility thresholds (dollar-based) or position specific criteria, uncertainty persisted regarding which employees were intended to receive referendum-funded supplements.

The 2022 ballot language relied on non-specific terminology, creating potential ambiguity, especially in the use of the phrase "…teachers **and staff**," (Emphasis added) which was not clarified through SBBC-defined specific eligibility criteria. Such criteria may have established expectations such as a salary eligibility ceiling (e.g., restricting supplements to employees earning $100,000 or less), job classifications, or defined positions based on roles and responsibilities for staff they intended to receive referendum-funded supplements.

This lack of defined eligibility criteria facilitated an opportunity for expansion of referendum supplement eligibility beyond the employee groups originally contemplated, which included all collective bargaining employees and the three Meet and Confer groups: the Broward Principals and Assistants Association ("BPAA"), the Confidential Office Personnel Association ("COPA"), and the Educational Support and Management Association of Broward, Inc. ("ESMAB"). Despite this broader interpretation, the SBBC approved referendum-funded supplements only for ESMAB employees in "Pay Band D and below" for the 2023–2024 year, expressly excluding employees in Salary Band Level E and higher.

To gain additional context regarding the board members' understanding and intent, the OCA interviewed three former school board members. One former member stated that he believed the July 30, 2024, allocation applied to "everybody." Another reiterated that his prior motions advocating "compensation fairness for all" still reflected his position. A third former board member believed the board's intention for referendum-funded supplements was to provide additional pay primarily for lower-paid employees. She recalled principals receiving additional compensation but at a lower rate and did not recall that higher-level administrators were receiving supplements at the same rate. She also did not recall that the eligibility expansion included employees in Salary Band Level E and above.

Collectively, these perspectives demonstrate that board members held differing interpretations and understanding of whether all employees would be included in the 2024–2025 allocations, underscoring the absence of documented eligibility criteria and a shared understanding among decision makers. The OCA found no evidence that BCPS staff or the Superintendent briefed, advised, or engaged board members to discuss the intended expansion of eligibility to include ESMAB Salary Band Level E and above before the item appeared for public action on July 30, 2024.

The OCA determined that BCPS staff knew they were potentially adding the higher-level administrators to the item being brought forward at the July 30, 2024, Special School Board Meeting for SBBC approval, at least a month before the meeting. The former Chief People Officer ("CPO") submitted Executive Summaries recommending 5.5% referendum-funded supplements for all three Meet and Confer groups for 2024–2025.

The OCA also confirmed that, in preparation for a July 30, 2024 Special School Board Meeting, the former CPO prepared and submitted agenda items that included an Executive Summary and a salary band schedule for ESMAB that did not specify or call out the inclusion of Salary Band Level E and above employees to begin receiving referendum-funded supplemental pay. The salary band schedule contained specific language that was underlined to represent added new information as well as strikethroughs to show language that would be deleted, but "Salary Band D and Below" was not identified for removal or modification, instead it was already eliminated. ESMAB employees in Salary Band Level E and above were never mentioned. None of the employees the OCA interviewed from the Compensation Department ("Compensation"), who finalized the salary band schedules, could identify who made the changes to the schedule or specifically when the removal of "Pay Band Level D and below" language occurred.

The former CPO told the OCA that, in the prior year, the then Superintendent directed him to walk the item around to individual board members to inform them of proposed allocation percentages intended for collectively bargained and Meet and Confer employee groups prior to agenda placement in August 2023. However, this process was not repeated during the subsequent referendum cycle in July 2024. The current Superintendent informed the OCA that he did not recall discussing the inclusion of ESMAB Salary Band Level E and above employees with Cabinet level administrators ("Cabinet")[1] or the former CPO. The Superintendent also stated that he did not recall approving a recommendation to expand eligibility to include Salary Band Level E and above employees in the referendum-funded supplement pay for the 2024–2025 allocations. Moreover, he did not discuss the prior practice of individually briefing board members, explaining that he believed such proactive communication was routine for Human Resources personnel and that staff should have initiated it. The former CPO told the OCA he discussed the change with the Superintendent but did not walk the item around on his own. As a result, no Superintendent directed or staff initiated pre-agenda briefing occurred, even though the eligibility expansion altered which employees would receive referendum-funded supplemental pay.

The BCPS did not have a defined, mandatory briefing process for board members when material changes to supplement eligibility were considered prior to placing items on an SBBC agenda. Relying solely on agenda items is insufficient to ensure board members are adequately informed for effective decision making, particularly when standard document control practices such as tracking changes, providing marked-up versions, identifying modification dates, or attributing changes are not followed.

The OCA did not find the staff's efforts to inform the board members were fully transparent or effective, but the assertion that staff acted in contradiction to the board's direction was not substantiated during the investigation.

[1] The "Cabinet" is currently composed of senior level administrators including the Superintendent, General Counsel, Deputy Superintendents, Assistant Superintendents, Regional Superintendents, and Department Chiefs.

RELEVANT GOVERNING AUTHORITY

Florida Statute 1011.73, District millage elections. (4) states "…(b) The district school board *shall provide the wording of the substance of the measure* and the ballot title in the resolution calling for the election. The wording of the ballot must conform to the provisions of s. 101.161." (Emphasis Added)

Florida Statute 101.161 Referenda; ballots. (1) states, "*Whenever a constitutional amendment or other public measure is submitted to the vote of the people, a ballot summary of such amendment or other public measure shall be printed in clear and unambiguous language on the ballot* after the list of candidates, followed by the word 'yes' and also by the word 'no,' and shall be styled in such a manner that a 'yes' vote will indicate approval of the proposal and a 'no' vote will indicate rejection…" (Emphasis Added)

Florida Constitution, Article VII, § 9 (Local taxes) SECTION 9. Local taxes. (a) states, "Counties, school districts, and municipalities shall, and special districts may, be authorized by law to levy ad valorem taxes and may be authorized by general law to levy other taxes, for their respective purposes, except ad valorem taxes on intangible personal property and taxes prohibited by this constitution."

BACKGROUND

Broward County voters initially approved a Secure the Next Generation Referendum on August 28, 2018, authorizing a one-half mill ad valorem levy to enhance funding for school resource officers, hire district school security staff, increase compensation to recruit and retain highly qualified district teachers, and fund other essential instruction-related expenses. As the 2018 ad valorem levy neared its expiration, the SBBC began introducing the potential of pursuing a renewal measure, known as the Secure the Next Generation Referendum Renewal, to continue funding priorities for school safety enhancements, mental health support, increased compensation to recruit and retain teachers and staff, and to continue to provide additional pay for instructional and non-instructional support staff.[2]

On January 5, 2022, the former Director of the Office Legislative Affairs, who serves in a different role within BCPS now, and the then Interim Superintendent (Dr. Vickie Cartwright), provided an update to the SBBC regarding the upcoming referendum renewal. During the presentation, former Director of Legislative Affairs reviewed high-level information about how revenue from the 2018 referendum was allocated and outlined the possible benefits of continuing the referendum at an increased millage rate. As part of the discussion, the Interim Superintendent introduced the idea of extending referendum-funded supplements to additional employee groups should the increased revenue allow for it.

The former Director of Legislative Affairs told the board members that he believed the language, as it existed in 2018, provided flexibility in spending in the prescribed category percentages. He further responded to board member inquiry regarding the 2018 referendum's

[2] The Office of Legislative Affairs (Communications & Legislative Affairs 2022-2023) included this description as part of the Executive Summary presented to the SBBC on March 15, 2022, with Agenda Item Number RR-1 and again on April 26, 2022, with Agenda number Item RR-8.

language and the ability to include other groups by saying it would need to be examined further for the 2022 ballot language. Bob Gang, a consultant from Greenberg Traurig LLP., who assisted the BCPS with the earlier 2018 referendum efforts, and the then Chief Financial Officer also participated in the discussion regarding how the money could be spent and revenue collection. The SBBC agreed to go forward with increasing the millage rate to 1.0 mill, placing the referendum on the August primary ballot, and making the ballot language flexible enough to allow the SBBC to decide how to divide the funds between the various employee groups. Board members also asked staff to provide them with a plan on how BCPS would communicate the referendum information to the community and voters.

As a result, BCPS developed an informational Champion Toolkit (**EXHIBIT 1**) to inform voters and employees that the new Secure the Next Generation Referendum Renewal would "increase voters' investment in education from a half-mill to one mill to continue securing funds for all public schools – and will now also include charter schools – to:

- Recruit and retain high-quality teachers by increasing compensation supplements (Emphasis added)
- Maintain and enhance school resource officers and school safety staff
- Maintain and enhance essential programs, such as mental health service"

On its public facing webpage, BCPS indicated, among other things, that the additional millage would provide BCPS with the ability to compete with neighboring school districts and to account for new legislation that also required "the District to share nearly 20% of these funds with charter schools." The materials did not make the identities of eligible staff clear.

At a Special School Board Meeting held on April 26, 2022, the SBBC approved Resolution No. 22-114 which was subsequently approved by the Broward County Board of County Commissioners ("BCC"),[3] and led to a renewal question being placed on the August 23, 2022, primary election ballot. The resolution proposed increasing the ad valorem levy from one-half mill to one mill.[4]

Ballot Language

The ballot language for both the 2018 Secure the Next Generation Referendum and the 2022 Secure the Next Generation Referendum Renewal was developed through a multistep process involving BCPS staff, external legal counsel, and formal approval by both the SBBC and the BCC.

The 2018 and 2022 Secure the Next Generation referendum ballots shared a common structure and overarching purpose, but the 2022 renewal ballot reflected an expansion in both scope and application. While both versions authorized a four-year ad valorem levy to fund safety, compensation, and instructional priorities, the 2022 ballot broadened eligibility, doubled the millage rate, and expanded the potential to include additional employee groups and programs.

[3] On June 12, 2018, the BCC approved Resolution No. 2018-20 providing for a referendum election to be held on August 28, 2019.
[4] At a meeting on April 26, 2022, Lisa Maxwell, Executive Director of the BPAA, spoke in support of the referendum and equitable inclusion.

The 2022 Secure the Next Generation Referendum Renewal ballot broadened the group of referendum-funded supplement beneficiaries beyond simply including the "…highly qualified district teachers…" (See **OCA Figure 1** below) The proposed ballot outlined three principal objectives: (i) school resource officers, school safety staff and mental health professionals, (ii) increasing compensation to recruit and retain teachers **and staff,** and (iii) essential instruction-related expenditures to preserve important programs, for the benefit of all traditional public and charter schools for a period of four years. The key differences included the expansion to include "…teachers and staff," (See **OCA Figure 2** below), along with the removal of charter school size thresholds, the inclusion of mental health professionals, and a shift toward funding "all traditional public and charter schools." (Emphasis added)

OCA Figure 1: 2018 Ballot Language

Funding Security and Essential Instruction Related Expenses of Schools through 1/2 Mill Property Tax Levy

Shall The School Board of Broward County levy an ad-valorem operating millage of 1/2 mills annually for fiscal years July 1, 2019 through June 30, 2023, to (i) enhance funding for school resource officers, including individual charter schools with more than 900 students, (ii) hire district school security staff, (iii) increase compensation to recruit and retain highly qualified district teachers and (iv) fund other essential instruction related expenses preserving important programs in district schools?

_____ Yes _____ No

Florida Statute § 101.161(1) requires that ballot summaries be printed in clear and unambiguous language. The ballot language for the 2022 referendum appeared to meet this requirement. Although the ballot wording itself was not necessarily ambiguous, the generality of the term "staff," coupled with the change from BCPS prior practice, may have caused confusion among voters, board members, and employees, not involved in the process, regarding which employee categories would receive referendum supplements.

OCA Figure 2: 2022 Ballot Language (Highlight Added)

Funding School Safety and Essential Educational Related Expenditures through a One Mill Property Tax Levy

Shall The School Board of Broward County levy an ad valorem property tax of one mill annually for fiscal years July 1, 2023 through June 30, 2027, to provide funding for (i) school resource officers, school safety staff and mental health professionals, (ii) increasing compensation to recruit and retain teachers and staff and (iii) essential instruction related expenditures to preserve important programs, for the benefit of all traditional public and charter schools?

_____ **Yes** _____ **No**

Based on OCA interviews conducted, several witnesses stated that inclusion of the phrase "…and staff" in the ballot language was understood to allow the SBBC the ability to broaden eligibility for referendum-funded supplements to additional BCPS employee groups not covered under the 2018 measure, contingent upon voter approval of the revised item.

Meet and Confer representatives consistently urged BCPS staff and School Board members to consider adding their employee groups for inclusion in the renewed referendum-funded supplement, beginning with the implementation of the original referendum.[5]

After voters approved the ballot referendum on August 23, 2022, the SBBC directed BCPS staff to develop and present supplement allocation options for the referendum funds. During this investigation, however, BCPS staff did not provide the OCA with tangible records or testimony documenting details of the decision making process. Furthermore, staff did not identify any individual or Cabinet member as having initiated or led the Cabinet level discussions that shaped the allocation percentages presented to the SBBC on August 29, 2023.

The OCA interviewed the former CPO and former Deputy Superintendent–Chief of Staff ("DSC"), each of whom regularly participated in Cabinet level meetings during the relevant period and helped prepare the agenda items referenced in this report. Both employees told the OCA that the Cabinet discussed concerns about the "optics" of including executive directors and Cabinet level administrators (Salary Band Level E and above) in the referendum-funded supplement allocations. Both staff members told the OCA that the former Deputy Superintendent of Operations ("DSO") played a significant role in shaping the ballot language and in driving the financial analysis that influenced the recommended employee group allocations.[6]

[5] The OCA did not obtain documented details regarding of those discussions. Meet and Confer representatives and Union Leaders made similar comments in open public meetings.
[6] The OCA was unsuccessful in contacting the former Deputy Superintendent of Operations to obtain an interview.

Dr. Peter Licata officially started as BCPS Superintendent on July 11, 2023, when the SBBC unanimously approved his employment agreement, and he immediately assumed the role.

The former CPO, who now serves in a different role for BCPS, told the OCA that he personally walked the respective agenda items regarding the BPAA, COPA, and ESMAB employee groups around to individual board members to discuss the recommended referendum-funded supplement allocation percentages, at the direction of the then Superintendent. Those discussions occurred before the items were included on an SBBC agenda for review.

Special School Board Meeting August 29, 2023

Soon after the Superintendent's appointment, at a Special School Board Meeting on August 29, 2023, the then DSC, who serves in a different role within BCPS now, prepared and submitted added agenda items (HH-1, HH-2, HH-3, HH-4, and HH-5) that included recommendations to approve the adoption of provisions of Memorandums of Understanding ("MOU") and amendments to the salary band schedules for Meet and Confer employee groups reflecting referendum supplements for "eligible" employees, specifically the addition of employees aligned with ESMAB Salary Band Level D and Below.

In each of the accompanying Executive Summaries and proposed salary band schedules submitted for Items 3, 4, and 5, staff originally recommended supplement rates of 3.5% for BPAA, 5.5% for COPA, and 3% for ESMAB, respectively. Board members discussed the alignment of referendum spending categories with the proposed allocations and considered equity across all the employee groups. At the meeting, it was noted that several employee categories were excluded from the prior referendum cycle, prompting additional scrutiny of the recommended percentages.

At the board meeting, some board members inquired about fund balances from the 2018 referendum's 8% mental-health allocation. In response, the former DSO told the board members that BCPS had approximately $9.9 million in rollover unused funds from the prior referendum. Following extensive deliberation, the SBBC unanimously approved increasing BPAA and COPA referendum-funded supplements to 5.5%, and, by a vote of 6–3, approved 5.5% for ESMAB as well.

The ESMAB allocation for referendum-funded supplements only included "Pay Band Level D and below" employees in the group listed as submitted with the corresponding agenda items. Some board members expressed that the amounts of referendum-funded supplements varied despite the percentage equity. They further commented that for some of the higher paid employees, a 5.5% supplement yielded significantly more dollars than those based on a much lower salary. There was also discussion of the ESMAB employees on the upper pay bands that were excluded. Board members also discussed which higher paid employees were being included or excluded. One board member noted that the percentages were already discussed in closed door meetings.

COMPENSATION

The BCPS Compensation Department ("Compensation"), as a part of the Human Resource Division, establishes employee salary pay bands and salary ranges through a formal, districtwide compensation system. This department is responsible for analyzing and evaluating

every job, maintaining official job descriptions, and assigning each position to the appropriate salary band schedule or pay structure. These processes ensure that positions requiring similar responsibilities, skills, and qualifications are compensated consistently and equitably.

Compensation staff told the OCA that all amendments to the salary band schedules were denoted through standard formatting conventions, with underlined text indicating newly added language and strike-through text indicating language removed from the prior versions. Professional Practices/Labor Relations (prev. Employee & Labor Relations) provided Compensation with the changes that were necessary. According to the Compensation Manager, in an email response, dated January 26, 2026, to the OCA, she indicated that, "Salary schedules are provided by Compensation to Labor Relations in Excel format. Following submission, Labor Relations may add, revise, or remove contractual language in accordance with negotiated agreements and Board direction. Final approval of language rests with Labor Relations and the Chief Negotiator."

The Compensation staff interviewed during this investigation told the OCA that staff highlighted the proposed removal of content from salary band schedules by striking through the existing language, while proposed new or modified language was underlined, for administrative review and approval pending SBBC approval. An excerpt from the salary band schedule's language as submitted on August 29, 2023, is provided in **OCA Figure 3** below.

OCA Figure 3: ESMAB Salary Band Schedule 2023-2024
August 29, 2023 Agenda Item 5-Exhibit

Effective July 1, 2022, eligible ESMAB employees shall receive a 4.00% increase. The salary schedule maximum values shall be increased by 4.00% effective July 1, 2022.

For the 2022-2023 school year, ESMAB employees who are in an active status as of the date of Board approval, shall receive a $1,000 one-time payment (non-recurring, non-FRS eligible).

Employee eligibility to participate in a Board approved salary increase requires the completion of a year of employment service with the District as defined below, in an active regular status and an overall evaluation rating that is not "Unsatisfactory." A year of service is attained by working at least one (1) day more than half of the work calendar to which an employee was assigned during the prior fiscal year.

Referendum Funds: For the 2023-2024 school year, eligible employees on Pay Band Level D and below in the Educational Support and Management Associations of Broward Inc. whose effective start date is on or before July 1, 2023, will receive a Referendum Supplement equal to 3.0% of base salary effective July 1st of the 2023-2024 school year. These supplements are FRS eligible.

Newly hired employees after the commencement of the 2023-2024 school year shall be eligible for a pro rata portion of the remaining 20 payments of the Referendum Supplement.

The verbiage included in the 2023-2024 recommended ESMAB Salary Band Schedule showed the additional language that specified "Pay Band D Level and below" employees would receive a referendum-funded supplement equal to 3.0% of base salary effective 2023-2024. It did not indicate specifically which positions or the salaries for those employees that would be excluded, just the salary band that would be included based on the stipulation. The new language was underlined, in accordance with understood procedures used by Compensation (and Employee and Labor Relations) to prepare recommended salary band schedules. At the board meeting, board members approved paying 5.5%, instead of 3.0%, to all three Meet and Confer groups, with ESMAB Pay Band Level D and below included.

Management Issues: Salary Disparities

According to OCA witness accounts, after the board approved the 5.5% referendum-funded supplements in August 2023, Cabinet-level staff and the former CPO were told of situations in which certain cadre directors and/or executive directors were earning less than their subordinates as a result of the updated referendum supplement structure that was allocated to BPAA and ESMAB group employees. The former CPO told the OCA that that discussion began to circulate in Cabinet around May or June of 2024. At that point, further discussions arose that giving increases to executive directors would create the same problem with the chief executives. According to the former CPO, the DSO started to change her thinking about expanding the allocation to the administrators above Salary Band Level D.

In an email, dated January 29, 2026, the Interim General Counsel for the Office of General Counsel, since January 10, 2026, informed the OCA that she did not provide any opinion at any stage regarding staffing models, compensation capacity, or personnel-related funding. Additionally, she did not provide any legal guidance concerning the inclusion of "staff," Meet and Confer groups, salary schedule revisions, adjustments to BPAA or D-band and below structures, or any future compensation commitments tied to referendum funding. In addition, the office did not have any record of a written legal opinion from the prior General Counsel on these matters.

Dr. Peter Licata resigned in April 2024. Following his resignation, Deputy Superintendent Dr. Howard Hepburn was named his replacement (initially as interim Superintendent) on April 16, 2024.[7] Dr. Hepburn informed the OCA that he unexpectedly received a referendum-funded supplement while serving as Deputy Superintendent. Upon realizing the payment was issued to him, he returned the funds and declined to accept any referendum-funded supplement payments going forward, stating that he did not believe he should be included.

Referendum Change Preparation for 2024-2025

On July 1, 2024, in an email, the former CPO requested that the Compensation Manager prepare updated numbers needed for a closed-door meeting on the 23rd (July), for ESMAB Salary Band Level "E and above and executive…and compute what the referendum will cost with 5.5%." (**EXHIBIT 2**)

A brief time later, on July 15, 2024, the former CPO sent another email that asked the Compensation Manager for the updated information and indicated the information was also needed for a discussion with Superintendent Dr. Hepburn. (**EXHIBIT 3**)

On July 23, 2024, the agenda for closed door meeting referred to Topic #2 "2024-2025 Referendum" and "Recommendation #1: Keep Supplements, Safety, Mental Health percentages the same." Neither the Superintendent nor the former CPO could recall whether any matters involving the Meet and Confer employee group(s) came up in closed-door discussion. None of the Referendum Planning Referendum Summary Detail, prepared by Compensation, was included in the records provided to the OCA. The BCPS Human Resource

[7] BCPS initially hired Dr. Hepburn as the Deputy Superintendent, Teaching & Learning, on August 1, 2023.

Division's staff and former CFO staff communicated, modeled, analyzed, and prepared an Executive Summary and accompanying ESMAB salary band schedules prior to the former CPO submitting the requisite agenda documents to the SBBC on July 30, 2024, for consideration.

Special School Board Meeting July 30, 2024

At the Special School Board Meeting on June 30, 2024, the former CPO prepared and submitted agenda items HH-3, HH-4, and HH-5, which recommended approval of the referendum-funded supplement allocations for the 2024–2025 school year and the corresponding salary band schedules. These items reflected 5.5% referendum-funded supplements applied to the base salaries of employees in all three Meet and Confer groups: BPAA, ESMAB, and COPA. In each of the accompanying Executive Summaries and recommended salary band schedules submitted for Items HH-3, HH-4, and HH-5, staff originally recommended referendum-funded supplement rates of 5.5% for all groups, continuing the percentage level previously approved by the board. There was no reference to including the remaining employees from the ESMAB Salary Band Level E and above.

The recommended 2024-2025 ESMAB Salary Band schedule showed the 5.5% referendum allocation that the board approved, a year prior, at the Special School Board Meeting held on August 29, 2023. However, there was no additional modifications highlighted via a strikethrough or in any other form to indicate the recommended removal of "Pay Band Level D and below" language effective 2024-2025. The reference was just removed. No new underlined language, other than the updated year, was included in the document. Nothing showed that all BCPS employees, including those in Pay Band E and above, were going to receive the referendum-funded supplement in 2024-2025. An excerpt from the ESMAB Salary Band Schedulesalary band schedule prepared and submitted for the Special School Board Meeting July 30, 2024, is provided in **OCA Figure 4** below.

OCA Figure 4: ESMAB Salary Band Schedule 2024-2025
July 30, 2024 Agenda Item 4-Exhibit

For the **2023-2024** school year, ESMAB employees who are in an active status as of the date of Board approval of this agreement will receive a 2.26% one-time bonus on their base salary (non-recurring, non-FRS eligible).

Employee eligibility to participate in a Board approved salary increase requires the completion of a year of employment service with the District as defined below, in an active regular status and an overall evaluation rating that is not "Unsatisfactory." A year of service is attained by working at least one (1) day more than half of the work calendar to which an employee was assigned during the prior fiscal year.

Referendum Funds: For the ~~2023-2024~~ 2024-2025 school year, eligible employees in the Educational Support and Management Associations of Broward, Inc. whose effective start date is on or before July 1, ~~2023~~ 2024, will receive a Referendum Supplement equal to 5.50% of base salary effective July 1st of the ~~2023-2024~~ 2024-2025 school year. The supplement is FRS eligible.

Newly hired employees after the commencement of the ~~2023-2024~~ 2024-2025 school year shall be eligible for a pro rata portion of the remaining 20 payments of the Referendum Supplement.

At the meeting, the former CFO confirmed that the referendum produced more than was expected based on property taxes. A motion was subsequently made to make sure that all employee groups had at least 5.5% through the referendum as the superintendent brings forward a budget each year. A substitute board member motion was subsequently made to approve Item 3 (BPAA), over a 3-year period, starting with 2024-2025, at 5.5%. The motion was unanimously approved. Another substitute motion was made to approve Item 4 (ESMAB), over a 3-year period, starting with 2024-2025, at 5.5%. The motion was unanimously approved. Another substitute motion was made to approve Item 5 (COPA), over a 3-year period, starting with 2024-2025, at 5.5%. The motion was unanimously approved.

After the approvals, the board member asked, "Wasn't the intent of the referendum to do exactly what we just did?" The former CPO answered, "…to provide salary assistance to our employees, all of our employee groups, yes." No further discussion occurred that referenced or clarified that only ESMAB Salary Band Schedule Band Level D and below employees were still eligible to receive the referendum-funded supplements or that the supplements would be expanded to include Band E Level and above level employees in future.

Neither the Compensation staff, nor the former CPO interviewed could explain when the "Pay Band Level D and below" referenced in the 2023-2024 approved salary band schedule (August 29, 2023) was removed or who made the change. He characterized the error as an "oversight."

Nothing showed that all BCPS employees, including those in Pay Band E and above, were ever going to receive the referendum-funded supplement in 2024-2025, 2025-2026, 2026-2027. An excerpt from the Amended ESMAB Salary Band Schedule following the approval of the substitute motion at the Special School Board Meeting July 30, 2024, is provided in **OCA Figure 5** below.

OCA Figure 5: ESMAB Salary Band Schedule 2024-2025
July 30, 2024 Agenda Item 4-Exhibit (Amended)

For the **2023-2024** school year, ESMAB employees who are in an active status as of the date of Board approval of this agreement will receive a 2.26% one-time bonus on their base salary (non-recurring, non-FRS eligible).

Employee eligibility to participate in a Board approved salary increase requires the completion of a year of employment service with the District as defined below, in an active regular status and an overall evaluation rating that is not "Unsatisfactory." A year of service is attained by working at least one (1) day more than half of the work calendar to which an employee was assigned during the prior fiscal year.

Referendum Funds: For the ~~2023-2024~~ 2024-2025, 2025-2026 and 2026-2027 school years, eligible employees in the Educational Support and Management Associations of Broward, Inc. whose effective start date is on or before July 1st of the school year, ~~2023~~ ~~2024,~~ will receive a Referendum Supplement equal to 5.50% of base salary effective July 1st of the ~~2023-2024~~ 2024-2025, 2025-2026 and 2026-2027 school years. The supplement is FRS eligible.

Newly hired employees after the commencement of the ~~2023-2024~~ 2024-2025, 2025-2026 and 2026-2027 school years, shall be eligible for a pro rata portion of the remaining 20 payments of the Referendum Supplement.

Following the SBBC's approval to include 2024-2025, 2025-2026, and 2026-2027, staff amended the salary band schedules to reflect the extension to three years but still did not include any other additional language.

The OCA's research showed that the salary band schedules were already amended on May 21, 2024, only reflecting changes to the ESMAB Salary Band Schedule pending the adoption of a provision providing a 2.26% one-time bonus of base salary to eligible ESMAB employees for the 2023-2024 school year. An excerpt from the ESMAB Salary Band Schedule prepared and submitted for the Special School Board Meeting on May 21, 2024, is provided in **OCA Figure 6** below.

OCA Figure 6: ESMAB Salary Band Schedule 2023-2024
May 21, 2024 Agenda Item HH-4-Exhibit

For the **2023-2024** school year, ESMAB employees who are in an active status as of the date of Board approval of this agreement will receive a 2.26% one-time bonus on their base salary (non-recurring, non-FRS eligible).

~~Effective July 1, 2022, eligible ESMAB employees shall receive a 4.00% increase. The salary schedule maximum values shall be increased by 4.00% effective July 1, 2022.~~

Employee eligibility to participate in a Board approved salary increase requires the completion of a year of employment service with the District as defined below, in an active regular status and an overall evaluation rating that is not "Unsatisfactory." A year of service is attained by working at least one (1) day more than half of the work calendar to which an employee was assigned during the prior fiscal year.

Referendum Funds: For the 2023-2024 school year, eligible employees in the Educational Support and Management Associations of Broward, Inc. whose effective start date is on or before July 1, 2023, will receive a Referendum Supplement equal to 5.50% of base salary effective July 1st of the 2023-2024 school year. The supplement is FRS eligible.

Newly hired employees after the commencement of the 2023-2024 school year shall be eligible for a pro rata portion of the remaining 20 payments of the Referendum Supplement.

The recommended 2024-2025 ESMAB Salary Band Schedule showed the 5.5% referendum allocation that the board approved, a year prior, at the August 29, 2023, Special School Board Meeting. However, there was no additional modifications highlighted via a strikethrough or in any other form to indicate the recommended removal of "Pay Band Level D and below" language effective 2024-2025. The reference was just removed. No new language, other than the updated year, was included.

Salary Analysis

To support the board's continued oversight of referendum-funded allocation practices, and in response to multiple initial board member inquiries at public meetings regarding upper-tier and high-level administrators, this section presents a comparative analysis of the BCPS highest-paid employees earning $100,000 and above.

Table 1 below demonstrates the total number of "highest-earning" employees in all employee groups and their corresponding salary ranges, compared to the BCPS's overall employee totals for each fiscal year.

OCA Table 1: All Employees
Salary Summary

Fiscal Year	2023-2024	2024-2025	2025-2026*
Total Employees**	30,231	30,236	30,609
Employees with Base Salary $100,000 & above	689	770	733
Base Salary Range	$100,000 - $350,000	$100,000 - $350,200	$100,000 - $360,200

Source: SAP Basic Pay report

** Based on SAP raw data extraction as of January 21, 2026*

***Include Active, Inactive, and Withdrawn employment status*

Table 2 below provides a comparison of the salary schedules for all Meet and Confer groups, including the salary ranges associated with each pay band and delineated category as defined by Compensation.[8]

[8] The OCA did not consider collective bargaining unit employees in this analysis.

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OCA Table 2: Meet and Confer
Salary Schedule Comparison
2023-2024, 2024-2025, 2025-2026

Fiscal Year		2023-2024				2024-2025				2025-2026			
M&C Group	Pay Grade	Min of Base Annual Salary	Max of Base Annual Salary	Did Not Receive Referendum	Received Referendum	Min of Base Annual Salary	Max of Base Annual Salary	Did Not Receive Referendum	Received Referendum	Min of Base Annual Salary	Max of Base Annual Salary	Did Not Receive Referendum	Received Referendum
COPA		There are no employees with a base salary of $100,000 and above in this group											
BPAA	CATGRY A	$ 100,267	$ 104,673	-	22	$ 100,220	$ 107,454	-	29	$ 100,220	$ 107,454	-	24
	CATGRY B	$ 100,267	$ 123,737	-	55	$ 100,643	$ 127,967	-	53	$ 100,643	$ 127,967	-	51
	CATGRY C	$ 122,173	$ 134,134	-	51	$ 124,829	$ 137,522	-	48	$ 125,442	$ 137,522	-	41
	CATGRY D	$ 130,567	$ 138,446	-	12	$ 131,285	$ 140,619	-	12	$ 131,285	$ 140,619	-	13
	CATGRY E	$ 132,454	$ 146,778	-	16	$ 132,454	$ 149,020	-	15	$ 135,848	$ 149,020	-	14
	PFPCAT A	$ 101,444	$ 101,616	-	2	$ 100,214	$ 104,691	-	4	$ 100,214	$ 109,000	-	4
	PFPCAT B	$ 101,184	$ 114,759	-	12	$ 100,186	$ 119,909	-	14	$ 100,186	$ 128,616	-	16
	PFPCAT C	$ 107,000	$ 141,117	-	92	$ 109,000	$ 145,633	-	93	$ 101,034	$ 145,633	-	96
	PFPCAT D	$ 113,000	$ 154,030	-	33	$ 115,735	$ 154,030	-	32	$ 115,735	$ 140,197	-	32
	PFPCAT E	$ 117,000	$ 145,865	-	34	$ 119,831	$ 150,533	-	35	$ 119,000	$ 142,358	-	32
	PFP-PRIN	-	-	-	-	-	-	-	-	$ 101,034	$ 101,034	-	1
BPAA Total[1]		**$ 100,267**	**$ 154,030**	**-**	**326**	**$ 100,186**	**$ 154,030**	**-**	**334**	**$ 100,186**	**$ 149,020**	**-**	**323**
ESMAB	BAND A2	-	-	-	-	-	-	-	-	$ 104,210	$ 109,695	-	1
	BAND B	$ 101,910	$ 105,558	-	2	$ 101,228	$ 104,968	-	3	$ 101,228	$ 121,519	-	3
	BAND C	$ 100,000	$ 138,000	-	93	$ 100,000	$ 158,332	-	107	$ 100,000	$ 161,341	-	96
	BAND D	$ 100,902	$ 163,667	-	86	$ 100,000	$ 161,073	-	86	$ 100,000	$ 161,073	-	81
	BAND E	$ 115,363	$ 187,200	15	1*	$ 141,110	$ 176,748	-	17	$ 141,000	$ 178,190	-	14
	BAND S	$ 173,000	$ 195,000	14	-	$ 173,056	$ 224,395	-	16	$ 175,000	$ 224,395	-	13
	BAND T	$ 200,000	$ 230,000	5	-	$ 226,600	$ 236,900	-	2	$ 226,600	$ 226,600	-	1
ESMAB Total[1]		**$ 100,000**	**$ 230,000**	**32**	**175**	**$ 100,000**	**$ 236,900**	**-**	**217**	**$ 100,000**	**$ 226,600**	**-**	**208**
Executives	GRADE 37	$ 122,142	$ 177,243	1	5**	$ 123,600	$ 182,560	-	7	$ 123,600	$ 182,560	-	8
	GRADE 39	$ 165,000	$ 257,920	3	-	$ 169,950	$ 265,658	-	2	$ 200,850	$ 265,658	-	2
	GRADE 50	$ 287,500	$ 350,000	3	-	$ 350,200	$ 350,200	1	-	$ 360,200	$ 360,200	1	-
Executives Total[1]		**$ 122,142**	**$ 350,000**	**7**	**5**	**$ 123,600**	**$ 350,200**	**1**	**9**	**$ 123,600**	**$ 360,200**	**1**	**10**
Grand Total[1]		**$ 100,000**	**$ 350,000**	**38**	**502**	**$ 100,000**	**$ 350,200**	**1**	**557**	**$ 100,000**	**$ 360,200**	**1**	**541**

[1] *The figures reflect a unique employee count for each pay grade and employee group.*
***Note** : Variances occurred when employees changed positions during the year, which may have resulted in duplicate entries. To address this, the OCA conservatively counted individuals only once in each respective total to illustrate the potential overlap in pay bands and categories.*

*TASK ASSIG. EXEC DIR. position with a base salary $143,000 for duration of 5 pay periods

**ASSISTANT GENERAL COUNSEL positions

M&C (Meet and Confer) - non-collective bargaining employee groups:

COPA - Confidential Office Personnel Association
BPAA - Broward Principals & Assistants Association
ESMAB - Educational Support & Management Association of Broward
Executives - Superintendent of Schools (Grade 50),
General Counsel, Chief Auditor (Grade 39),
General Counsel staff (Grade 37)

CONCLUSION

Based on procedures performed and evidence obtained, the OCA concluded that BCPS did not maintain sufficient transparency, documentation, or governance controls over key stages of the referendum allocation process.

While the SBBC deliberately limited ESMAB eligibility of referendum-funded supplements to Salary Band Level D and below ESMAB employees for 2023–2024, as reflected in the agenda materials and salary band schedule, the OCA found no evidence that the board was advised of, or engaged in, specific discussions concerning the subsequent expansion of eligibility to include Band E and above for 2024–2025 prior to public action.

Beyond these findings, the OCA determined that BCPS staff showed a lack of fidelity marked by inconsistencies, lapses in communication, and failures to follow basic governance and documentary requirements. Critical changes, including the removal of the "Pay Band Level D and below" language from salary band schedules in July 2024 were made without explanation, attribution, or pronouncement in the supporting records. Staff interviewed could not identify who made these revisions, when they were made, or under whose authority they occurred. Ultimately, the salary band schedules and the executive summary were submitted as exhibits to the agenda on July 30, 2024, that resulted in a board approval.

Expected briefing practices and transparency used in prior referendum cycles were abandoned, resulting in board members not being properly or timely informed of material changes. These breakdowns indicate that staff did not exercise the level of diligence, internal control, or transparency required when administering voter-approved funding, undermining the board's ability to make informed decisions and to ensure the integrity of referendum-funded supplement allocations.

Recommendations

To remediate the conditions identified above and strengthen governance over referendum-funded supplements, the OCA recommends the following controls:

1. Set clear eligibility rules that specify which positions qualify for referendum-funded supplements, what salary thresholds apply, and which roles are not eligible unless the board explicitly approves their inclusion.

2. Require board approval for any changes to those eligibility rules, including adding or removing employee groups, adjusting salary levels, or changing how eligibility is interpreted.

3. Document all changes and decisions related to referendum allocations, including drafts, redlines, version histories, authorship, and meeting notes, with proper retention to ensure a full audit trail of the actions taken.

4. Hold a public briefing workshop before the board sees any major change, such as adjustments affecting salary bands, eligible groups, or compensation amounts, with clear explanations and a pronounced rationale.

5. The Superintendent should develop processes to ensure that all staff follow this policy and maintain the documentation, transparency, and briefing practices required herein. No referendum-funded supplements should be issued contrary to the eligibility criteria and governance standards established by the board.

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The Office of the Chief Auditor extends its sincere appreciation to the Superintendent, BCPS leadership, Human Resources, Compensation, the General Counsel's Office, Official School Board Records, and former School Board Members for their cooperation and assistance throughout this review. Your collaboration was essential in providing the information and insights necessary to complete this assessment.

Sincerely,

Dave Rhodes
Chief Auditor

cc: Dr. Howard Hepburn, Superintendent of Schools
Kathelyn Jacques-Adams, Interim General Counsel

DR:mm

SECURE THE NEXT GENERATION

August 23, 2022 RENEWAL

Dr. Vickie L. Cartwright
Superintendent of Schools

> **It is critically important to understand that without this renewal, funding from the original half mill referendum will no longer exist. Those funds provided for over 500 school safety personnel and 100 mental health professionals and over $80 million dollars in compensation supplements for teachers and eligible staff.**

Dear Secure the Next Generation Referendum Champions,

At Broward County Public Schools (BCPS), our focus is Students First! Our priorities include increasing compensation supplements for teachers and staff to: attract and retain highly qualified employees; ensuring safer learning environments and; investing in mental health and other essential services for students and families.

To achieve these priorities, the District is presenting voters with a renewal of the Secure the Next Generation Referendum that will be on the ballot for the August 23, 2022, primary election.

In 2018, voters approved a similar referendum for half a mill that is set to expire.

The new Secure the Next Generation Referendum would increase voters' investment in education from a half-mill to one mill to continue securing funds for all public schools – and will now also include charter schools – to:

- Recruit and retain high-quality teachers and eligible staff by increasing compensation supplements
- Maintain and enhance school resource officers and school safety staff
- Maintain and enhance essential programs, such as mental health services

It is critically important to understand that without this renewal, funding from the original half mill referendum will no longer exist. Those funds provided for over 500 school safety personnel and 100 mental health professionals and over $80 million dollars in compensation supplements for teachers and eligible staff.

Broward County Public Schools asks for your assistance in championing and sharing this information with your school community, colleagues, constituents, social media networks, friends and family.

Attached to this email, you will find:

- An informational one-page flyer to print and distribute
- Answers to frequently asked questions to inform and educate
- A video message explaining the Secure the Next Generation referendum renewal
- Social media message templates
- Sample language to include in a letter to your audiences

Please Note: District employees, while in their official capacities and roles, can only educate and share information regarding ballot initiatives. Employees are not permitted to tell anyone how to vote in their official District capacity. However, employees can share what will happen if the referendum does or does not pass voter approval.

Thank you for helping us Secure the Next Generation.

If you have any questions regarding this initiative, please contact the BCPS Legislative Affairs office at 754-321-2608.

Sincerely,

Vickie L. Cartwright

Dr. Vickie L. Cartwright
Superintendent of Schools

Informational One-Pager for Download and Distribution

Download the one-pager

SECURE THE NEXT GENERATION

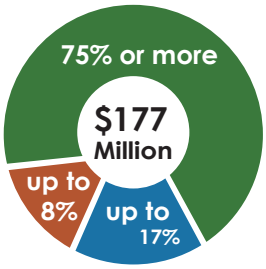
August 23, 2022

RENEWAL

Broward County Public Schools (BCPS) is presenting voters with a referendum renewal that will appear on the August 23, 2022, primary election ballot.

The Secure the Next Generation Referendum would increase voters' investment in education to one mill to continue securing funds for all public schools – and will now also include charter schools – to:

- Recruit and retain high-quality teachers and eligible staff by increasing compensation supplements
- Maintain and enhance school resource officers and school safety staff
- Maintain and enhance essential programs, such as mental health services



- Supplements for teachers and eligible staff
- School resource officers and safety staff
- Essential programs

Audit Approval:

The District engaged S. Davis & Associates, P.A. to audit the current, and soon to expire, Secure the Next Generation Referendum. The audit noted that the District expended Secure the Next Generation funds as approved by voters on the August 28, 2018, referendum ballot.

For information about early voting and voting by mail, visit browardsoe.org.

browardschools.com/secure

Why does BCPS need to renew the referendum and increase it to 1 mill?

The funds from the ½ mill referendum that voters approved in 2018 are set to expire. Those funds support over 500 school safety personnel, 100 mental health professionals, and approximately $82 million in compensation supplements for teachers and eligible staff to compete with neighboring school districts.

The School Board voted to approve and present this referendum on the August 23, 2022, primary election ballot, with an increase to one mill, for voters to consider investing in Broward County Public Schools.

This renewal would provide BCPS with the ability to compete with neighboring school districts, and to account for new legislation that requires the District to now share nearly 20% of these funds with charter schools.

What is a mill or millage rate?

The mill or millage rate is the amount of property value used to calculate local property taxes. One mill would provide $100 for every $100,000 of assessed property value.

What is the Difference Between the Secure the Next Generation Referendum renewal and the SMART Bond?

The Secure the Next Generation Referendum is not related to the SMART Bond. SMART Bond funds strictly provide funding for critical maintenance needs and capital improvements to buildings. The SMART Bond funds cannot be used for compensation or noncapital expenses. To learn more, visit bcpssmartfutures.com.

What to expect for year 2023:

- The average homeowner with a home market value of $393,755 for 2021 and a School Board taxable value of $274,220, would invest approximately $274 that year or $23 per month, which is an additional $11.50 more than their current investment.*
- The average condo owner with a condo market value of $192,806 for 2021and a School Board taxable value of approximately $158,421, would invest approximately $158 that year or $13 per month, which is an additional $6.50 more than their current investment.*
- If the referendum passes, it would generate $177 million for BCPS and $45 million for charter schools annually, a total of approximately $227 million (including 2% collection shortfall in property taxes) in fiscal year 2023. The referendum will expire in four years.

** A homeowner's/condo owner's investment varies based on their School Board taxable value and is subject to change annually.*

The School Board of Broward County, Florida Lori Alhadeff • Daniel P. Foganholi • Patricia Good • Debra Hixon • Donna P. Korn • Sarah Leonardi • Laurie Rich Levinson • Ann Murray
Nora Rupert • Dr. Vickie L. Cartwright, Superintendent of Schools

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SECURE THE NEXT GENERATION

August 23, 2022 RENEWAL

Champion Toolkit

Answers to Frequently Asked Questions

What is a mill or millage rate?

- The mill or millage rate is the amount of property value used to calculate local property taxes. One mill would provide $100 annually for every $100,000 of assessed property value.

What is the difference between the Secure the Next Generation Referendum renewal and the SMART Bond?

- The Secure the Next Generation Referendum is not related to the SMART Bond. SMART Bond funds strictly provide funding for critical maintenance needs and capital improvements to buildings. The SMART Bond funds cannot be used for compensation or noncapital expenses. To learn more, visit **bcpssmartfutures.com**.

SMART Update:

- While the SMART Bond program experienced some unforeseen implementation delays, the District has taken measures to get the program back on track, which included hiring a new program manager a year and a half ago. Since then, the program has made notable strides towards a completion date by end of year 2025.

- Currently, there are over 60 completed projects, 180 projects are actively under construction, and more than 50 others that will begin construction. To learn more, visit **bcpssmartfutures.com**.

Why does BCPS need to renew the referendum and increase to one mill?

- Funds from the half mill referendum, which voters approved in 2018, are set to expire. Those funds support over 500 school safety personnel, 100 mental health professionals, and approximately $82 million in salary supplements for teachers and eligible staff, to compete with neighboring school districts. Without this renewal, those funds will no longer exist.

- Outside of the legislative process, a referendum is the School Board's only option to raise additional funds.

- The Secure the Next Generation Referendum would increase voters' investment in education to one mill to continue securing funds for all public schools – and will now also include charters schools – to:

    - Recruit and retain high-quality teachers and eligible staff by increasing compensation
    - Maintain and enhance additional school resource officers and school safety staff
    - Maintain and enhance essential programs, such as mental health services

- On April 26, 2022, the School Board approved to present this referendum on the August 23, 2022, primary election ballot, with an increase to one mill, for voters to consider investing in Broward County Public Schools.

- This renewal would provide BCPS with the ability to compete with neighboring school districts (Miami Dade County Public Schools, presenting an increase from the current .75 mill, to one mill and the School District of Palm Beach County Public Schools is currently at one mill) and to account for new legislation that now requires the District to share nearly 20% of these funds with charter schools.

When will Broward County vote on the referendum?

- During the August 23, 2022, primary election.

How will the funds be allocated?

The School Board voted to allocate funds for the following:

- 75 % or more to provide compensation supplements to recruit and retain teachers
- Up to 17 % to provide funding for school resource officers and school safety staff
- Up to 8 % to preserve important programs, such as mental health services and personnel

All compensation will be subject to collective bargaining. The public will have an opportunity to comment on the dispersal of funds generated prior to distribution. These funds will not be available until the 2023/24 school year.

How much will it cost the average homeowner or condominium owner?

- The average homeowner with a home market value of $393,755 for 2021 and a School Board taxable value of $274,220, would invest approximately $274 that year or $23 per month, which is an additional $11.50 more than their current investment.*
- The average condo owner with a condo market value of $192,806 for 2021 and a School Board taxable value of approximately $158,421, would invest approximately $158 that year or $13 per month, which is an additional $6.50 more than their current investment.*
- If the referendum passes, it would generate $177 million for BCPS and $45 million for charter schools annually, which is a total of approximately $227 million in fiscal year 2023 (includes 2% collection shortfall in property taxes). The referendum will expire in four years.

* A homeowner's/condo owner's investment varies based on their School Board taxable value and is subject to change annually.

Was there a third-party audit review?

The District engaged S. Davis & Associates, P.A. to audit the current, and soon to expire, Secure the Next Generation Referendum. The audit noted that the District expended Secure the Next Generation funds as approved by voters on the August 28, 2018, referendum ballot.

How were the current referendum funds (from 2018) allocated?

72% of collected referendum funds (in 2022, that is approximately $82 million) in supplements with the following breakdown:

- **Security**
  Minimum to maximum annual amount
  $380 – $2,000
  Average $542
- **Teachers**
  Minimum to maximum annual amount
  $1,425 – $13,500
  Average $4,653
- **Paraprofessionals**
  Minimum to maximum annual amount
  $560 – $2,600
  Average $1,133
- **Food Service Workers**
  Minimum to maximum annual amount
  $140 – $1,200
  Average $413
- **Maintenance**
  Minimum to maximum annual amount
  $570 – $980
  Average $778
- **Transportation**
  Minimum to maximum annual amount
  $350 – $1,055
  Average $490
- **Facilities**
  Minimum to maximum annual amount
  $248 – $1,390
  Average $722
- **TSP (Technical Support Professional)**
  Minimum to maximum annual amount
  $870 – $3,400
  Average $2,112
- **COPA (clerical)**
  Minimum to maximum annual amount
  $245 – $1,160
  Average $630
- **Clerical**
  Minimum to maximum annual amount
  $660 – $1,200
  Average $968

20% of collected referendum funds ($21 million) in safety and security with approximately 540 positions, including the following:

- Armed school safety officers - 29
- Building Security – 4
- Campus Monitors – 388
- Clerical Support – 14
- Human Resources – 3
- Lead Building Security – 1
- Manager, Area Security – 9
- Manager, Campus Security – 8
- Security Specialists – 82

**Includes payroll processors and technical service specialists*

8% of collected referendum funds ($9 million) in Mental Health with approximately 100 positions, including the following:

- Family Counselors (ESE) – 10
- Guidance Counselors (Elementary)– 28
- Guidance Directors (High)– 2
- School Nurse – 2
- School Psychologist – 20
- School Social Worker – 17
- Teachers – 7*
- Therapists (Family Counseling Program) - 12

**Includes hospital homebound and suicide prevention teachers*

Where can I find information about voting?

- For general information, visit **browardsoe.org**.
- For information about early voting, visit **browardvotes.gov/Voting-Methods/Early-Voting-Dates-Hours-and-Sites**.
  **Early voting starts on Saturday, August 13, 2022, and ends Sunday, August 21, 2022.*
- To vote by mail, visit **browardvotes.gov/Voter-Information/Vote-By-Mail-Voting**.
- To register to vote in Broward County, visit **browardvotes.gov/Register-to-Vote/Voter-Registration-Form**.
- For statewide information about voting, visit **RegisterToVoteFlorida.gov**.

SECURE THE NEXT GENERATION
August 23, 2022
RENEWAL

Champion Toolkit | Superintendent's Video

Please share the following video from Superintendent Dr. Vickie L. Cartwright with your audiences:

Download the video

Download the video's thumbnail image

Champion Toolkit | Social Media Message Templates

BCPS encourages champions to post messages and retweet or share messages from the District's social media accounts, Twitter @browardschools and Facebook @BrowardCountyPublicSchools and hashtags, #BCPSSecure and #BCPSReferendum. See sample messages are below:

- Broward County Public Schools is presenting voters with a referendum renewal and increase that will appear on the August 23, 2022, primary election ballot. Learn more at browardschools.com/secure.
- The Secure the Next Generation Referendum would increase voters' investment in BCPS to:
  - Recruit & retain high-quality teachers & eligible staff
  - Maintain & enhance additional school resource officers & school safety staff
  - Maintain & enhance essential programs

  browardschools.com/secure.

Champion Toolkit | Video Messages

If you would like to record a short video explaining "Why the Referendum is Important to me!" on your cell phone, below are examples that might resonate with you or offer you inspiration on why the referendum might be important to you. In addition, you will find tips on how to record a quality video on your cell phone.

Video Message Examples of "Why the Referendum is Important to me!," You:

- No longer need a second job
- Were able to afford living in Broward, where you teach
- Secured transportation to get to work, like a new car

Tips on how to Record a Quality Video on Your Cell Phone for Social Media

- Use the back camera (not the selfie camera) for better quality video.
- Record video in landscape mode (hold your phone horizontally instead of vertically).
- If your phone has an overlay grid option for your screen, turn it on. This will serve as a guide for keeping your phone level.

SECURE THE NEXT GENERATION
August 23, 2022 RENEWAL

- An external microphone will record better audio.
- Record in a well-lit area. Keep the light source facing you. If you are recording outside, do not have the sun to your back.
- Keep the background simple.
- Remember framing. Keep the subject's head in the upper third (not the center) of the screen

Champion Toolkit | General Message Template

You can include the following when communicating with your school community, colleagues, constituents, friends and family.

Broward County Public Schools (BCPS) is presenting a referendum renewal to increase voters' investment in education to one mill on the August 23, 2022, primary election ballot.

The Secure the Next Generation referendum renewal would provide funds that will be used to recruit and retain high-quality teachers and eligible staff, school safety staff and enhance important programs in District schools, such as mental health services for students and families.

This referendum supports a continued commitment to secure a high-quality education and safe learning environment for BCPS students, teachers, and staff. For more information, visit **browardschools.com/secure**.

Champion Toolkit | Logos

BROWARD COUNTY PUBLIC SCHOOLS EST. 1915

SECURE THE NEXT GENERATION
August 23, 2022 RENEWAL

Download the horizontal logo

BROWARD COUNTY PUBLIC SCHOOLS

SECURE THE NEXT GENERATION
August 23, 2022 RENEWAL

Download the vertical logo

For more information or to schedule the Superintendent or her designee to speak to your group, please complete a Presentation Request Form or call the Legislative Affairs office, at 754-321-2608.

The School Board of Broward County, Florida Lori Alhadeff • Daniel P. Foganholi • Patricia Good • Debra Hixon • Donna P. Korn • Sarah Leonardi Laurie Rich Levinson • Ann Murray • Nora Rupert • Dr. Vickie L. Cartwright, Superintendent of Schools

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From: David M. Azzarito Jr
Sent: Monday, July 1, 2024 3:15 PM
To: Debbie-Ann Scott <debbie-ann.scott@browardschools.com>
Cc: Susan T. Rockelman <srockelman@browardschools.com>; Ernie W. Lozano <ernie.lozano@browardschools.com>; Susan L. Cooper <susan.cooper@browardschools.com>; Mauricio Hernandez <mauricio.hernandez@browardschools.com>
Subject: FW: BPAA and ESMAB

Debbie, can you re-do this page from last year with updated numbers?

We'll need it for closed door on the 23rd.

For the ESMAB E and above and Executive, go ahead and compute what the referendum will cost with 5.5%.

Thanks,

David Azzarito
Chief People Officer
Human Resources and Equity

Broward County Public Schools
600 SE Third Avenue
Fort Lauderdale, FL 33301
754-321-1840

Established 1915
BROWARD
County Public Schools

Educating Today's Students to Succeed in Tomorrow's World

From: David M. Azzarito Jr <david.azzaritojr@browardschools.com>
Sent: Monday, July 15, 2024 12:22 PM
To: Debbie-Ann Scott <debbie-ann.scott@browardschools.com>
Cc: Susan T. Rockelman <srockelman@browardschools.com>; Ernie W. Lozano <ernie.lozano@browardschools.com>; Susan L. Cooper <susan.cooper@browardschools.com>; Mauricio Hernandez <mauricio.hernandez@browardschools.com>
Subject: RE: BPAA and ESMAB

Debbie, good afternoon;

Were you able to update this?
We need it asap for a discussion with Dr. Hepburn
If you sent it, please resend, I'm buried under 1000 emails.

Thanks,

David Azzarito
Chief People Officer
Human Resources and Equity

Broward County Public Schools
600 SE Third Avenue
Fort Lauderdale, FL 33301
754-321-1840

Established 1915
BROWARD
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Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	F. Financial Management
DEPARTMENT:	Accounting & Financial Reporting

Agenda Item Number:	F-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Surplus of Tangible Personal Property for the Period Ended December 31, 2025

REQUESTED ACTION:

Approve the Surplus of Tangible Personal Property for the Period Ended December 31, 2025. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

Executive Summary
Surplus Report December 2025

FINANCIAL IMPACT:

There is no additional financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir Johnson	Phone:	754-321-1990
Name:	Carlos Gomez	Phone:	754-321-2270

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jan 16, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Romaneir Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

EXECUTIVE SUMMARY

Surplus of Tangible Personal Property

Board Meeting Date: February 10, 2026

Requested Action:
Approve the Surplus of Tangible Personal Property for the Period Ended December 31, 2025.

School Board Policy Requirement/Authority: Policy 3204: Property Accountability and Responsibility.

Statutory Requirement/Authority: Florida Statute 274.07.

District-zone Impact: District-wide.

Impact of the School Board's Vote:
- If the School Board votes "Yes": The District will be following statutory requirements per Florida Statute 274.07.
- If the School Board votes "No": The District will continue to carry obsolete Tangible Personal Property in the District's financial records and the District will be out of compliance with statutory requirements per Florida Statute 274.07.

Background/History
The surpluses of tangible personal property shall be submitted to the Board pursuant to Florida Statute 274.07, which requires "the disposal of property shall be recorded in the minutes of the governmental unit." This item includes a Surplus of Tangible Personal Property for the period ended December 31, 2025, with a net book value of $3,915.35. The net book value is an accounting term used to describe the cost of an asset, less accumulated depreciation, or amortization. Items recommended for a surplus are reviewed and approved by the Surplus Committee. All items will be disposed of as prescribed by law.

Alignment to 2027 Goals and Guardrails: Business Operations.

Measurable Outcome(s)/Return on Investment:
There is no Return on Investment since these items have zero and/or minimal book value and in most cases exceeded their useful life. Per Florida Statute 274.07, proper and timely disposition of the District's surplus of Tangible Personal

Property is required.

Financial Impact, Funding Source & Budget Status:

- There is no financial impact to the District.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original spending authority request	N/A	N/A	N/A	N/A	N/A
First Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Second Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A

Multi-year agreement: Yes / No
No additional cost savings or operational efficiencies identified.

Procurement Method: Purchased through regular Procurement process.

Impact on Schools: None.

If there is an impact on schools, how will schools be selected/prioritized:
N/A

Stakeholder Engagement/ End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
N/A

Additional Backup: Surplus Report is attached.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : DECEMBER 31ST, 2025

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
95-22704	130000003079	Slicer, Hobart 1712E	56-907-990	1	1/1/1995	2,600.00	013A	3401	12/31/2025	G	31	7	(2,600.00)	-
R10-82527	130000006587	Milk Box, True TMC-58-S, 16 crate	5097168	1	8/28/2009	1,908.00	013A	2831	12/31/2025	G	16	7	(1,908.00)	-
94-10584	130000002960	Slicer, Hobart 1712E	56-935-553	1	1/1/1994	2,600.00	013A	2881	12/31/2025	G	32	7	(2,600.00)	-
R09-83587	130000005049	Ice Bin, Follett DEV700SG-30-75	C64838-035 09	1	6/22/2009	2,904.23	013A	1741	12/31/2025	G	17	7	(2,904.23)	-
R09-83857	130000007007	Ice Machine, Horizon 00128520	C63915-027 09	1	6/22/2009	1,823.18	013A	1741	12/31/2025	G	17	7	(1,823.18)	-
88-14360	130000002721	Slicer, Hobart 1712	561-850-322	1	1/1/1988	2,096.00	013A	3061	12/31/2025	G	38	7	(2,096.00)	-
R09-83942	130000007547	Slicer, Hobart 3913	56-1298-892	1	6/1/2009	4,152.00	013A	3962	12/31/2025	G	17	7	(4,152.00)	-
83-20486	130000002699	Slicer, Hobart 1712	11-203-181	1	1/1/1983	1,254.00	013A	3431	12/31/2025	G	43	7	(1,254.00)	-
91-30620	130000002849	Slicer, Hobart 1712	56-881-069	1	1/1/1991	1,946.00	013A	2551	12/31/2025	G	35	7	(1,946.00)	-
05-51777	130000000835	Refrigerator, Victory RISA-2D-S7 Roll-in, 2-door	C0512343	1	4/22/2005	4,593.00	013A	2071	12/31/2025	T	21	7	(4,593.00)	-
05-38603	130000000712	Slicer, Hobart 2712	561-202-932	1	12/7/2004	4,152.00	013A	2631	12/31/2025	T	21	7	(4,152.00)	-
91-14854	130000002821	Slicer, Hobart 1712E	56-905-332	1	9/28/1990	2,307.00	013A	1971	12/31/2025	G	35	7	(2,307.00)	-
03-11953	130000000274	Slicer, Globe 3850	386826	1	12/12/2002	2,846.00	013A	2741	12/31/2025	T	23	7	(2,846.00)	-
R01-81371	130000003717	Slicer, Hobart 2712	561-145-764	1	1/1/2001	3,539.00	013A	3741	12/31/2025	G	25	7	(3,539.00)	-
R98-90738	130000003776	Slicer, Hobart 1712E	561-093-474	1	1/31/1998	2,600.00	013A	3591	12/31/2025	G	28	7	(2,600.00)	-
18-00462	460000006547	Kronos Intouch 9100 H4	00JC649190	1	8/8/2017	1,695.50	046A	3571	12/31/2025	T	8	7	(1,695.50)	-
05LL02897	440000148491	Lexmark Refresh Printer-T640n	7901KK2	1	6/17/2005	1,099.66	044A	2541	12/31/2025	T	21	5	(1,099.66)	-
05LL02900	440000148498	Lexmark Refresh Printer-T640n	79020L8	1	6/17/2005	1,099.66	044A	2541	12/31/2025	T	21	5	(1,099.66)	-
05-37476	440000024091	PRINTER, LEXMARK T630N B/W LASER	99223D6	1	11/9/2004	1,208.00	044A	2541	12/31/2025	T	21	5	(1,208.00)	-
05-39994	440000025552	PRINTER, LEXMARK T630N B/W LASER	99247RP	1	1/10/2005	1,205.00	044A	2541	12/31/2025	T	21	5	(1,205.00)	-
05-40301	440000025861	PRINTER, LEXMARK T630N B/W LASER	9923KHM	1	1/20/2005	1,205.00	044A	2541	12/31/2025	T	21	5	(1,205.00)	-
05-40311	440000025879	PRINTER, LEXMARK T630N B/W LASER	9923KK3	1	1/20/2005	1,205.00	044A	2541	12/31/2025	T	21	5	(1,205.00)	-
05-44871	440000028474	PRINTER, LEXMARK T630N B/W LASER	9921KKT	1	2/11/2005	1,205.00	044A	2541	12/31/2025	T	21	5	(1,205.00)	-
05-48572	440000030716	PRINTER, LEXMARK T630N B/W LASER	9925HP2	1	3/17/2005	1,208.00	044A	2541	12/31/2025	T	21	5	(1,208.00)	-
07-83536	440000013531	PRINTER, LEXMARK T630	9925TML	1	4/20/2007	1,208.00	044A	2541	12/31/2025	T	19	5	(1,208.00)	-
09-04715	440000034825	CART MEDIA SPECIALIST	25410003	1	9/18/2008	3,131.02	044A	2541	12/31/2025	T	17	5	(3,131.02)	-
09-06625	440000036270	PRINTER,LEXMARK T640N B/W LASER	792V8N4	1	10/31/2008	1,148.00	044A	2541	12/31/2025	T	17	5	(1,148.00)	-
09-12465	110000002358	Promethean Activeboard	0820102241	1	7/30/2008	1,477.00	011A	2541	12/31/2025	T	17	7	(1,477.00)	-
11-00331	580000000624	CAMCORDER, PANASONIC AGDVC7P DIGITAL VIDEO	J6HK00649R	1	8/20/2010	1,297.00	058A	2541	12/31/2025	T	15	7	(1,297.00)	-
11-01970	440000052525	APPLE MACBOOK 2.26 GHZ 13.3" DISPLAY	450370HVGAY	1	12/9/2010	1,398.85	044A	2541	12/31/2025	T	15	5	(1,398.85)	-
11-03663	440000053863	DELL OPTIPLEX 780 W/24" FLAT PANEL	CPPYDP1	1	4/8/2011	1,307.38	044A	2541	12/31/2025	T	15	5	(1,307.38)	-
15-02564	440000090027	PRINTER, LEXMARK MX710DE B/W LASER/FAX/C	7463479906D01	1	10/31/2014	3,096.00	044A	2541	12/31/2025	T	11	5	(3,096.00)	-
16-02505	440000100596	SERVER, POWEREDGE R220	B76R382	1	2/17/2016	1,868.33	044A	2541	12/31/2025	T	10	5	(1,868.33)	-
17-03313	110000009298	SIMPLICITYTOUCH 70IN W/COLLAB SUITE	ST-700-008083	1	6/6/2017	5,475.06	011A	2541	12/31/2025	G	9	7	(5,475.06)	-
17-03573	110000009558	RECORDEX SIMPLICITY TOUCH 70IN BOARD	ST-700-008782	1	6/6/2017	4,498.00	011A	2541	12/31/2025	G	9	7	(4,498.00)	-
18-00443	460000006528	Kronos Intouch 9100 H4	00JC643021	1	8/8/2017	1,695.50	046A	2541	12/31/2025	T	8	7	(1,695.50)	-
S18-12052	440000227443	iPad 5 WiFi,32GB, Silver	GCGVWFNQHLFC	1	1/22/2018	294.00	044D	2541	12/31/2025	G	8	5	(294.00)	-
20-11578	440000249687	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFGAQ	1	6/30/2020	463.50	044A	2541	12/31/2025	G	6	5	(463.50)	-
21-04630	440000256703	LENOVO 300E (1B CELERON TOUCH)	P208CNPW	1	8/17/2020	237.50	044A	2541	12/31/2025	G	5	5	(237.50)	-
21-04643	440000256716	LENOVO 300E (1B CELERON TOUCH)	P208DF0J	1	8/17/2020	237.50	044A	2541	12/31/2025	G	5	5	(237.50)	-
21-04666	440000256739	LENOVO 300E (1B CELERON TOUCH)	P208DEZV	1	8/17/2020	237.50	044A	2541	12/31/2025	G	5	5	(237.50)	-
21-04681	440000256754	LENOVO 300E (1B CELERON TOUCH)	P208CPA5	1	8/17/2020	237.50	044A	2541	12/31/2025	G	5	5	(237.50)	-
21-04690	440000256763	LENOVO 300E (1B CELERON TOUCH)	P208CNVW	1	8/17/2020	237.50	044A	2541	12/31/2025	G	5	5	(237.50)	-
21-04704	440000256777	LENOVO 300E (1B CELERON TOUCH)	P208CPCQ	1	8/17/2020	237.50	044A	2541	12/31/2025	G	5	5	(237.50)	-
21-04716	440000256789	LENOVO 300E (1B CELERON TOUCH)	P208CNXV	1	8/17/2020	237.50	044A	2541	12/31/2025	G	5	5	(237.50)	-
21-23127	440000275270	ThinkPad L14 Gen1 20U2S0NF00	PF1ST195	1	10/1/2020	478.50	044A	2541	12/31/2025	G	5	5	(478.50)	-
21-24406	440000276549	ThinkPad L14 Gen1 20U2S0NF00	PF1SW5WN	1	10/1/2020	478.50	044A	2541	12/31/2025	G	5	5	(478.50)	-
21-30376	440000282519	ThinkPad L14 Gen1 20U2S0NF00	PF1TDALS	1	10/1/2020	478.50	044A	2541	12/31/2025	G	5	5	(478.50)	-
S16003579	440000071185	LENOVO THINKCENTRE M73 MINI-TOWER	MJ02U9LG	1	9/1/2015	830.00	044D	2541	12/31/2025	T	10	5	(830.00)	-
S16003580	440000071187	LENOVO THINKCENTRE M73 MINI-TOWER	MJ02U9LF	1	9/1/2015	830.00	044D	2541	12/31/2025	T	10	5	(830.00)	-
S16003688	440000071399	LENOVO THINKPAD X250 TOUCH	PC06HSU9	1	9/1/2015	983.00	044D	2541	12/31/2025	T	10	5	(983.00)	-
S16004726	440000073217	LENOVO THINKPAD YOGA 12	MP08HVMV	1	9/1/2015	1,074.00	044B	2541	12/31/2025	T	10	5	(1,074.00)	-
S16004729	440000073223	LENOVO THINKPAD YOGA 12	MP08HWNF	1	9/1/2015	1,074.00	044B	2541	12/31/2025	T	10	5	(1,074.00)	-
S16005478	440000074558	HP 2920-24G-POESWITCH	SG56FLXW2V	1	10/4/2015	1,856.09	044B	2541	12/31/2025	T	10	5	(1,856.09)	-
S16007873	440000078716	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507120759	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007874	440000078718	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507080132	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007875	440000078720	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507120892	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007876	440000078722	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507121203	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007877	440000078724	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507120831	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007878	440000078726	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301506240709	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007879	440000078727	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301506240487	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007880	440000078729	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301506240848	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007881	440000078731	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301506240521	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007882	440000078733	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2302001130107	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007883	440000078735	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2302001130008	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : DECEMBER 31ST, 2025

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S16007884	440000078737	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301506240722	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007885	440000078739	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301506174205	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007886	440000078741	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301506240841	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007887	440000078743	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301506240734	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007888	440000078745	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507120952	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007889	440000078747	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507121335	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007890	440000078749	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301506240510	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007891	440000078750	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301506240645	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007892	440000078752	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301506241265	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007893	440000078754	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301506240506	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007894	440000078756	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507080509	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007895	440000078758	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507080105	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007896	440000078760	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507080130	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007897	440000078762	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507080141	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007898	440000078763	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507120796	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007899	440000078765	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507121150	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007900	440000078767	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301506240534	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007901	440000078769	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301506240501	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007902	440000078771	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301506240503	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007903	440000078773	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301506240511	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007904	440000078775	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301506240619	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007905	440000078776	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301506240479	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007906	440000078778	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507061428	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007907	440000078780	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507062113	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007908	440000078782	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507060289	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007909	440000078784	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507080263	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007910	440000078786	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507061884	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007911	440000078788	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507080281	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007912	440000078789	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507061631	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007913	440000078791	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507060192	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007914	440000078793	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507080233	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007915	440000078795	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507120753	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007916	440000078797	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507120754	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007917	440000078799	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507120766	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007918	440000078801	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507120756	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007919	440000078802	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507120762	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007920	440000078804	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507120782	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007921	440000078806	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507121076	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007922	440000078808	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301506240820	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007923	440000078810	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301506240792	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16007924	440000078812	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3X	2301507080308	1	10/14/2015	566.17	044D	2541	12/31/2025	T	10	5	(566.17)	-
S16015210	440000090874	APC SMART UPS 1500	AS1510131527	1	10/4/2015	730.85	044D	2541	12/31/2025	T	10	5	(730.85)	-
R14-80571	830000000550	RIFTON MEDIUM HIGH BACK MOBILE CHAIR	20051006AD	1	8/23/2013	1,319.25	083A	3081	12/31/2025	T	12	10	(1,319.25)	-
97-12004	140000002423	CLEANER, HURRI-CLEAN WATER PRESSURE	970346	1	6/13/1997	2,344.00	014A	2221	12/31/2025	G	29	7	(2,344.00)	-
08-07286	110000000544	ACTIVBOARD 78 BLUE TOOTH	0739658044	1	1/16/2008	1,677.00	011A	3111	12/31/2025	T	18	7	(1,677.00)	-
08-07287	110000000545	ACTIVBOARD 78 BLUE TOOTH	0739658045	1	1/16/2008	1,677.00	011A	3111	12/31/2025	T	18	7	(1,677.00)	-
09-10437	110000002189	ACTIVBOARD ON STAND BUNDLE	B0810100742	1	2/17/2009	1,677.00	011A	3111	12/31/2025	T	17	7	(1,677.00)	-
08-13114	110000000904	ACTIVBOARD ON STAND BUNDLE	0813001398	1	6/4/2008	1,677.00	011A	3111	12/31/2025	T	18	7	(1,677.00)	-
R13-80454	440000062623	Apple MacBook Pro 13"	C1MJJW23DTY3	1	11/13/2012	1,511.00	044A	3111	12/31/2025	T	13	5	(1,511.00)	-
R13-80451	440000062617	Apple MacBook Pro 13"	C1MJJSV0DTY3	1	11/5/2012	1,511.00	044A	3111	12/31/2025	T	13	5	(1,511.00)	-
05LL03779	440000150469	Lexmark Refresh Printer-T640n	79020LH	1	6/17/2005	1,099.66	044A	3111	12/31/2025	T	21	5	(1,099.66)	-
05LL03789	440000150486	Lexmark Refresh Printer-T640n	7900XPN	1	6/17/2005	1,099.66	044A	3111	12/31/2025	T	21	5	(1,099.66)	-
05LL03791	440000150491	Lexmark Refresh Printer-T640n	7900XPL	1	6/17/2005	1,099.66	044A	3111	12/31/2025	T	21	5	(1,099.66)	-
05LL03792	440000150493	Lexmark Refresh Printer-T640n	7901KN3	1	6/17/2005	1,099.66	044A	3111	12/31/2025	T	21	5	(1,099.66)	-
04-02934	100000000089	PHOTO ID SYSTEM, CAMERA SOLUTIONS	107919	1	8/20/2003	1,995.00	010A	3111	12/31/2025	T	22	7	(1,995.00)	-
15-02570	440000090038	PRINTER, LEXMARK MX710DE B/W LASER/FAX/C	7463479906D5D	1	10/31/2014	3,096.00	044A	3111	12/31/2025	T	11	5	(3,096.00)	-
03-20648	440000006465	PRINTER, LEXMARK T520N	9910C1Y	1	5/27/2003	1,208.00	044A	3111	12/31/2025	T	23	5	(1,208.00)	-
04-12234	440000011516	PRINTER, LEXMARK T630N B/W LASER	991GCBR	1	1/27/2004	1,208.00	044A	3111	12/31/2025	T	22	5	(1,208.00)	-
04-04459	560000000459	PROJECTOR, ULTRAPORTABLE MULTIMEDIA EPSON	EE20340398C	1	5/27/2003	2,421.00	056A	3111	12/31/2025	T	23	6	(2,421.00)	-
09-81642	110000002521	PROMETHEAN ACTIVBOARD	0831299418	1	9/15/2008	2,754.00	011A	3111	12/31/2025	T	17	7	(2,754.00)	-
09-81643	110000002522	PROMETHEAN ACTIVBOARD	0831299417	1	9/15/2008	2,754.00	011A	3111	12/31/2025	T	17	7	(2,754.00)	-
17-03063	440000220610	ZEUS IPTV ENCODER SDI, HDMI, SDI INPUT	50000101170610011	1	5/4/2017	2,515.50	044A	3111	12/31/2025	G	9	5	(2,515.50)	-
21-21122	440000273265	LENOVO L390 YOGA (1i i7 LIGHTWEIGHT)	R90YX6FJ	1	10/13/2020	864.50	044A	3111	12/31/2025	G	5	5	(864.50)	-
S16030204	440000110333	LENOVO THINKPAD X 1 CARBON NON-TOUCH	R90HTJ19	1	12/16/2015	1,344.00	044B	3111	12/31/2025	T	10	5	(1,344.00)	-
S17065572	440000222920	APC SMART UPS 2200	AS1701160245	1	6/19/2017	1,115.31	044B	3321	12/31/2025	G	9	5	(1,115.31)	-

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21-25848	440000277991	ThinkPad L14 Gen1 20U2S0NE00	PF1SZXBA	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-29847	440000281990	ThinkPad L14 Gen1 20U2S0NE00	PF1TB7KN	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-23065	440000275208	ThinkPad L14 Gen1 20U2S0NF00	PF1SSZ71	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-25936	440000278079	ThinkPad L14 Gen1 20U2S0NE00	PF1T05FT	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-22529	440000274672	ThinkPad L14 Gen1 20U2S0NF00	PF1SSFFQ	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-22871	440000275014	ThinkPad L14 Gen1 20U2S0NF00	PF1SSR88	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-23182	440000275325	ThinkPad L14 Gen1 20U2S0NF00	PF1ST2QX	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-23696	440000275839	ThinkPad L14 Gen1 20U2S0NF00	PF1STQ9K	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-23699	440000275842	ThinkPad L14 Gen1 20U2S0NF00	PF1STQBQ	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-23910	440000276053	ThinkPad L14 Gen1 20U2S0NF00	PF1SV27Y	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-24565	440000276708	ThinkPad L14 Gen1 20U2S0NF00	PF1SWF2H	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-24606	440000276749	ThinkPad L14 Gen1 20U2S0NF00	PF1SWGS1	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-24834	440000276977	ThinkPad L14 Gen1 20U2S0NF00	PF1SWX5Q	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-24835	440000276978	ThinkPad L14 Gen1 20U2S0NF00	PF1SWX73	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-25116	440000277259	ThinkPad L14 Gen1 20U2S0NF00	PF1SXFA4	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-25118	440000277261	ThinkPad L14 Gen1 20U2S0NF00	PF1SXFBP	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-25233	440000277376	ThinkPad L14 Gen1 20U2S0NE00	PF1SXPNJ	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25553	440000277696	ThinkPad L14 Gen1 20U2S0NE00	PF1SYQMK	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-26191	440000278334	ThinkPad L14 Gen1 20U2S0NE00	PF1T0YKY	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-26312	440000278455	ThinkPad L14 Gen1 20U2S0NE00	PF1T1DBL	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-26497	440000278640	ThinkPad L14 Gen1 20U2S0NE00	PF1T9RDN	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-26814	440000278957	ThinkPad L14 Gen1 20U2S0NE00	PF1T4XZR	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-26902	440000279045	ThinkPad L14 Gen1 20U2S0NE00	PF1T5CKJ	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27385	440000279528	ThinkPad L14 Gen1 20U2S0NE00	PF1T65E1	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27971	440000280114	ThinkPad L14 Gen1 20U2S0NE00	PF1T783P	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-28594	440000280737	ThinkPad L14 Gen1 20U2S0NE00	PF1T883E	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-28703	440000280846	ThinkPad L14 Gen1 20U2S0NE00	PF1T8LXS	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-28815	440000280958	ThinkPad L14 Gen1 20U2S0NE00	PF1T91TK	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-29162	440000281305	ThinkPad L14 Gen1 20U2S0NE00	PF1TA4AZ	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-29545	440000281688	ThinkPad L14 Gen1 20U2S0NE00	PF1TANR7	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-29549	440000281692	ThinkPad L14 Gen1 20U2S0NE00	PF1TANTQ	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-30011	440000282154	ThinkPad L14 Gen1 20U2S0NF00	PF1TD2BC	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-30084	440000282227	ThinkPad L14 Gen1 20U2S0NF00	PF1TD431	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-30087	440000282230	ThinkPad L14 Gen1 20U2S0NF00	PF1TD45N	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-30112	440000282255	ThinkPad L14 Gen1 20U2S0NF00	PF1TD4PB	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-30126	440000282269	ThinkPad L14 Gen1 20U2S0NF00	PF1TD4ZJ	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-30131	440000282274	ThinkPad L14 Gen1 20U2S0NF00	PF1TD52T	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-30409	440000282552	ThinkPad L14 Gen1 20U2S0NF00	PF1TDCB7	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-30658	440000282801	ThinkPad L14 Gen1 20U2S0NE00	PF1VBSXZ	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-30772	440000282915	ThinkPad L14 Gen1 20U2S0NE00	PF1VBYCE	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-30888	440000283031	ThinkPad L14 Gen1 20U2S0NE00	PF1VC2Y3	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-30946	440000283089	ThinkPad L14 Gen1 20U2S0NE00	PF1VC56F	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-31068	440000283211	ThinkPad L14 Gen1 20U2S0NE00	PF1VC9R3	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-31450	440000283593	ThinkPad L14 Gen1 20U2S0NE00	PF1VCNJV	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-23802	440000275945	ThinkPad L14 Gen1 20U2S0NF00	PF1STT42	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-25508	440000277651	ThinkPad L14 Gen1 20U2S0NE00	PF1SYNBX	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27228	440000279371	ThinkPad L14 Gen1 20U2S0NE00	PF1T60F2	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27352	440000279495	ThinkPad L14 Gen1 20U2S0NE00	PF1T64BJ	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27574	440000279717	ThinkPad L14 Gen1 20U2S0NE00	PF1T6M17	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-30904	440000283047	ThinkPad L14 Gen1 20U2S0NE00	PF1VC459	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-22253	440000274396	ThinkPad L14 Gen1 20U2S0NF00	PF1SS867	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-22535	440000274678	ThinkPad L14 Gen1 20U2S0NF00	PF1SSFL9	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-23911	440000276054	ThinkPad L14 Gen1 20U2S0NF00	PF1SV28Y	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-24982	440000277125	ThinkPad L14 Gen1 20U2S0NF00	PF1SX234	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-28779	440000280922	ThinkPad L14 Gen1 20U2S0NE00	PF1T8XHH	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-28949	440000281092	ThinkPad L14 Gen1 20U2S0NE00	PF1T9HJE	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-29636	440000281779	ThinkPad L14 Gen1 20U2S0NE00	PF1TAR3N	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-30013	440000282156	ThinkPad L14 Gen1 20U2S0NF00	PF1TD2CL	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-30113	440000282256	ThinkPad L14 Gen1 20U2S0NF00	PF1TD4Q2	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-30426	440000282569	ThinkPad L14 Gen1 20U2S0NF00	PF1TDCRD	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-30428	440000282571	ThinkPad L14 Gen1 20U2S0NF00	PF1TDCSD	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-30724	440000282867	ThinkPad L14 Gen1 20U2S0NE00	PF1VBW7N	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-30835	440000282978	ThinkPad L14 Gen1 20U2S0NE00	PF1VC0QT	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-30887	440000283030	ThinkPad L14 Gen1 20U2S0NE00	PF1VC2XY	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-30944	440000283087	ThinkPad L14 Gen1 20U2S0NE00	PF1VC555	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : DECEMBER 31ST, 2025

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
21-31001	440000283144	ThinkPad L14 Gen1 20U2S0NE00	PF1VC7CV	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-31396	440000283539	ThinkPad L14 Gen1 20U2S0NE00	PF1VCMMN	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-31398	440000283541	ThinkPad L14 Gen1 20U2S0NE00	PF1VCMP0	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-31415	440000283558	ThinkPad L14 Gen1 20U2S0NE00	PF1VCN1L	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-31433	440000283576	ThinkPad L14 Gen1 20U2S0NE00	PF1VCN9V	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-31467	440000283610	ThinkPad L14 Gen1 20U2S0NE00	PF1VCNW0	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-31468	440000283611	ThinkPad L14 Gen1 20U2S0NE00	PF1VCNWC	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-31478	440000283621	ThinkPad L14 Gen1 20U2S0NE00	PF1VCP5A	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-22284	440000274427	ThinkPad L14 Gen1 20U2S0NF00	PF1SS931	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-22765	440000274908	ThinkPad L14 Gen1 20U2S0NF00	PF1SSNSR	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-22832	440000274975	ThinkPad L14 Gen1 20U2S0NF00	PF1SSQTB	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-23695	440000275838	ThinkPad L14 Gen1 20U2S0NF00	PF1STQ8A	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-23800	440000275943	ThinkPad L14 Gen1 20U2S0NF00	PF1STT2A	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-24452	440000276595	ThinkPad L14 Gen1 20U2S0NF00	PF1SWAZW	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-25295	440000277438	ThinkPad L14 Gen1 20U2S0NE00	PF1SY4WP	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-26068	440000278211	ThinkPad L14 Gen1 20U2S0NE00	PF1T0NHR	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-26931	440000279074	ThinkPad L14 Gen1 20U2S0NE00	PF1T5DWA	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27035	440000279178	ThinkPad L14 Gen1 20U2S0NE00	PF1T5L6Y	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27292	440000279435	ThinkPad L14 Gen1 20U2S0NE00	PF1T62QC	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27575	440000279718	ThinkPad L14 Gen1 20U2S0NE00	PF1T6M1R	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-28372	440000280515	ThinkPad L14 Gen1 20U2S0NE00	PF1T7ZLM	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-29056	440000281199	ThinkPad L14 Gen1 20U2S0NE00	PF1T9ZPF	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-29925	440000282068	ThinkPad L14 Gen1 20U2S0NE00	PF1TBAXV	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-29933	440000282076	ThinkPad L14 Gen1 20U2S0NE00	PF1TBB41	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-30024	440000282167	ThinkPad L14 Gen1 20U2S0NF00	PF1TD2MK	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-30433	440000282576	ThinkPad L14 Gen1 20U2S0NF00	PF1TDCXE	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-30595	440000282738	ThinkPad L14 Gen1 20U2S0NE00	PF1VBQRA	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-30599	440000282742	ThinkPad L14 Gen1 20U2S0NE00	PF1VBQV7	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-30777	440000282920	ThinkPad L14 Gen1 20U2S0NE00	PF1VBYF7	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-30778	440000282921	ThinkPad L14 Gen1 20U2S0NE00	PF1VBYFL	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-30950	440000283093	ThinkPad L14 Gen1 20U2S0NE00	PF1VC58D	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-31453	440000283596	ThinkPad L14 Gen1 20U2S0NE00	PF1VCNL9	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-31476	440000283619	ThinkPad L14 Gen1 20U2S0NE00	PF1VCP3H	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-22784	440000274927	ThinkPad L14 Gen1 20U2S0NE00	PF1SSPQ0	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-23602	440000275745	ThinkPad L14 Gen1 20U2S0NF00	PF1STKX9	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-23783	440000275926	ThinkPad L14 Gen1 20U2S0NF00	PF1STSHZ	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-24210	440000276353	ThinkPad L14 Gen1 20U2S0NF00	PF1SVPX4	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-25262	440000277405	ThinkPad L14 Gen1 20U2S0NE00	PF1SXZEW	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25355	440000277498	ThinkPad L14 Gen1 20U2S0NE00	PF1SY9M0	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25492	440000277635	ThinkPad L14 Gen1 20U2S0NE00	PF1SYN03	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25932	440000278075	ThinkPad L14 Gen1 20U2S0NE00	PF1T05EY	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-26096	440000278239	ThinkPad L14 Gen1 20U2S0NE00	PF1T0SYQ	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27149	440000279292	ThinkPad L14 Gen1 20U2S0NE00	PF1T5X70	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27191	440000279334	ThinkPad L14 Gen1 20U2S0NE00	PF1T5ZFZ	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27373	440000279516	ThinkPad L14 Gen1 20U2S0NE00	PF1T64W2	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27684	440000279827	ThinkPad L14 Gen1 20U2S0NE00	PF1T6WCL	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27704	440000279847	ThinkPad L14 Gen1 20U2S0NE00	PF1T6WTX	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27824	440000279967	ThinkPad L14 Gen1 20U2S0NE00	PF1T72K0	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-28707	440000280850	ThinkPad L14 Gen1 20U2S0NE00	PF1T8MR3	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-28982	440000281125	ThinkPad L14 Gen1 20U2S0NE00	PF1T9L9P	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-30039	440000282182	ThinkPad L14 Gen1 20U2S0NF00	PF1TD301	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-30055	440000282198	ThinkPad L14 Gen1 20U2S0NF00	PF1TD3EA	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-30127	440000282270	ThinkPad L14 Gen1 20U2S0NF00	PF1TD502	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-30128	440000282271	ThinkPad L14 Gen1 20U2S0NF00	PF1TD50T	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-30349	440000282492	ThinkPad L14 Gen1 20U2S0NF00	PF1TDA23	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-31414	440000283557	ThinkPad L14 Gen1 20U2S0NE00	PF1VCN0S	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-31466	440000283609	ThinkPad L14 Gen1 20U2S0NE00	PF1VCNVC	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25998	440000278141	ThinkPad L14 Gen1 20U2S0NE00	PF1T0HRH	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-23587	440000275730	ThinkPad L14 Gen1 20U2S0NF00	PF1STKHX	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-27036	440000279179	ThinkPad L14 Gen1 20U2S0NE00	PF1T5L7H	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-24355	440000276498	ThinkPad L14 Gen1 20U2S0NF00	PF1SW2KD	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-25160	440000277303	ThinkPad L14 Gen1 20U2S0NE00	PF1SXHH1	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25271	440000277414	ThinkPad L14 Gen1 20U2S0NE00	PF1SXZXB	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25320	440000277463	ThinkPad L14 Gen1 20U2S0NE00	PF1SY76E	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25322	440000277465	ThinkPad L14 Gen1 20U2S0NE00	PF1SY773	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : DECEMBER 31ST, 2025

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
21-25324	440000277467	ThinkPad L14 Gen1 20U2S0NE00	PF1SY77W	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25542	440000277685	ThinkPad L14 Gen1 20U2S0NE00	PF1SYQF3	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25633	440000277776	ThinkPad L14 Gen1 20U2S0NE00	PF1SYZ7Q	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25958	440000278101	ThinkPad L14 Gen1 20U2S0NE00	PF1T08H8	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25995	440000278138	ThinkPad L14 Gen1 20U2S0NE00	PF1T0HQ5	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-26032	440000278175	ThinkPad L14 Gen1 20U2S0NE00	PF1T0L1H	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-26559	440000278702	ThinkPad L14 Gen1 20U2S0NE00	PF1T2VC0	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27105	440000279248	ThinkPad L14 Gen1 20U2S0NE00	PF1T5T6V	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27161	440000279304	ThinkPad L14 Gen1 20U2S0NE00	PF1T5XSF	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27204	440000279347	ThinkPad L14 Gen1 20U2S0NE00	PF1T5ZVA	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27208	440000279351	ThinkPad L14 Gen1 20U2S0NE00	PF1T5ZX9	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27705	440000279848	ThinkPad L14 Gen1 20U2S0NE00	PF1T6WVT	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-28267	440000280410	ThinkPad L14 Gen1 20U2S0NE00	PF1T7WE8	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-28414	440000280557	ThinkPad L14 Gen1 20U2S0NE00	PF1T81WT	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-28809	440000280952	ThinkPad L14 Gen1 20U2S0NF00	PF1T91HW	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-31293	440000283436	ThinkPad L14 Gen1 20U2S0NF00	PF1VCHR7	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-31447	440000283590	ThinkPad L14 Gen1 20U2S0NE00	PF1VCNGX	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-22533	440000274676	ThinkPad L14 Gen1 20U2S0NF00	PF1SSFJY	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-22647	440000274790	ThinkPad L14 Gen1 20U2S0NF00	PF1SSJB3	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-23442	440000275585	ThinkPad L14 Gen1 20U2S0NF00	PF1STFYL	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-23600	440000275743	ThinkPad L14 Gen1 20U2S0NF00	PF1STKVM	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-23693	440000275836	ThinkPad L14 Gen1 20U2S0NF00	PF1STQ72	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-23697	440000275840	ThinkPad L14 Gen1 20U2S0NF00	PF1STQAA	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-23722	440000275865	ThinkPad L14 Gen1 20U2S0NF00	PF1STRNE	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-23904	440000276047	ThinkPad L14 Gen1 20U2S0NF00	PF1SV236	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-23912	440000276055	ThinkPad L14 Gen1 20U2S0NF00	PF1SV2QZ	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-24135	440000276278	ThinkPad L14 Gen1 20U2S0NF00	PF1SVGW1	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-25115	440000277258	ThinkPad L14 Gen1 20U2S0NF00	PF1SXF9F	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-28051	440000280194	ThinkPad L14 Gen1 20U2S0NE00	PF1T7EWV	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-28301	440000280444	ThinkPad L14 Gen1 20U2S0NE00	PF1T7XAS	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-30003	440000282146	ThinkPad L14 Gen1 20U2S0NF00	PF1TD246	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-30040	440000282183	ThinkPad L14 Gen1 20U2S0NF00	PF1TD30W	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-30085	440000282228	ThinkPad L14 Gen1 20U2S0NF00	PF1TD43R	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-30598	440000282741	ThinkPad L14 Gen1 20U2S0NE00	PF1VBQTB	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-30659	440000282802	ThinkPad L14 Gen1 20U2S0NE00	PF1VBSYJ	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-30719	440000282862	ThinkPad L14 Gen1 20U2S0NE00	PF1VBW5Y	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-30886	440000283029	ThinkPad L14 Gen1 20U2S0NE00	PF1VC2WM	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-31067	440000283210	ThinkPad L14 Gen1 20U2S0NE00	PF1VC9Q9	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-31410	440000283553	ThinkPad L14 Gen1 20U2S0NE00	PF1VCMZ5	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-31413	440000283556	ThinkPad L14 Gen1 20U2S0NE00	PF1VCN0A	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-31428	440000283571	ThinkPad L14 Gen1 20U2S0NE00	PF1VCN7F	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-31464	440000283607	ThinkPad L14 Gen1 20U2S0NE00	PF1VCNSW	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-21697	440000273840	ThinkPad L14 Gen1 20U2S0NE00	PF1ABHY3	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-21825	440000273968	ThinkPad L14 Gen1 20U2S0NE00	PF1AN4XX	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-21931	440000274074	ThinkPad L14 Gen1 20U2S0NE00	PF1ANEME	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-22403	440000274546	ThinkPad L14 Gen1 20U2S0NF00	PF1SSCAG	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-25260	440000277403	ThinkPad L14 Gen1 20U2S0NE00	PF1SXZE3	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25357	440000277500	ThinkPad L14 Gen1 20U2S0NE00	PF1SY9MT	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25504	440000277647	ThinkPad L14 Gen1 20U2S0NE00	PF1SYNAF	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25607	440000277750	ThinkPad L14 Gen1 20U2S0NE00	PF1SYYJX	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25670	440000277813	ThinkPad L14 Gen1 20U2S0NE00	PF1SZA13	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25807	440000277950	ThinkPad L14 Gen1 20U2S0NE00	PF1SZTQ7	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25866	440000278009	ThinkPad L14 Gen1 20U2S0NE00	PF1T00E7	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25943	440000278086	ThinkPad L14 Gen1 20U2S0NE00	PF1T05JQ	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-26062	440000278205	ThinkPad L14 Gen1 20U2S0NE00	PF1T0NG0	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-26511	440000278654	ThinkPad L14 Gen1 20U2S0NE00	PF1T2HKQ	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27313	440000279456	ThinkPad L14 Gen1 20U2S0NE00	PF1T63L2	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27357	440000279500	ThinkPad L14 Gen1 20U2S0NE00	PF1T64EF	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27377	440000279520	ThinkPad L14 Gen1 20U2S0NE00	PF1T653V	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27381	440000279524	ThinkPad L14 Gen1 20U2S0NE00	PF1T656K	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-28384	440000280527	ThinkPad L14 Gen1 20U2S0NE00	PF1T7ZX9	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-28468	440000280611	ThinkPad L14 Gen1 20U2S0NE00	PF1T83XA	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-29826	440000281969	ThinkPad L14 Gen1 20U2S0NE00	PF1TB747	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-30526	440000282669	ThinkPad L14 Gen1 20U2S0NE00	PF1VBNHX	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-30624	440000282767	ThinkPad L14 Gen1 20U2S0NF00	PF1VBS47	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
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BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
21-30917	440000283060	ThinkPad L14 Gen1 20U2S0NE00	PF1VC4CM	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-21729	440000273872	ThinkPad L14 Gen1 20U2S0NE00	PF1ABR4J	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-22899	440000275042	ThinkPad L14 Gen1 20U2S0NE00	PF1SSS5X	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25207	440000277350	ThinkPad L14 Gen1 20U2S0NE00	PF1SXL3G	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25211	440000277354	ThinkPad L14 Gen1 20U2S0NE00	PF1SXL54	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25273	440000277416	ThinkPad L14 Gen1 20U2S0NE00	PF1SXZY3	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25582	440000277725	ThinkPad L14 Gen1 20U2S0NE00	PF1SYSM4	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25618	440000277761	ThinkPad L14 Gen1 20U2S0NE00	PF1SYZ24	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25668	440000277811	ThinkPad L14 Gen1 20U2S0NE00	PF1SZ9Z6	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25812	440000277955	ThinkPad L14 Gen1 20U2S0NE00	PF1T9118	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25900	440000278043	ThinkPad L14 Gen1 20U2S0NE00	PF1T036S	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25938	440000278081	ThinkPad L14 Gen1 20U2S0NE00	PF1T05G9	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25940	440000278083	ThinkPad L14 Gen1 20U2S0NE00	PF1T05H7	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25992	440000278135	ThinkPad L14 Gen1 20U2S0NE00	PF1T0HP2	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-26057	440000278200	ThinkPad L14 Gen1 20U2S0NE00	PF1T0NE0	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-26274	440000278417	ThinkPad L14 Gen1 20U2S0NE00	PF1T9EQ2	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-26622	440000278765	ThinkPad L14 Gen1 20U2S0NE00	PF1T3T93	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-26816	440000278959	ThinkPad L14 Gen1 20U2S0NE00	PF1T4Y24	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27354	440000279497	ThinkPad L14 Gen1 20U2S0NE00	PF1T64CM	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27367	440000279510	ThinkPad L14 Gen1 20U2S0NE00	PF1T64QF	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27378	440000279521	ThinkPad L14 Gen1 20U2S0NE00	PF1T654P	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27383	440000279526	ThinkPad L14 Gen1 20U2S0NE00	PF1T65CZ	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27403	440000279546	ThinkPad L14 Gen1 20U2S0NE00	PF1T663A	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27412	440000279555	ThinkPad L14 Gen1 20U2S0NE00	PF1T67T5	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-30514	440000282657	ThinkPad L14 Gen1 20U2S0NE00	PF1VBN66	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-31562	440000283705	ThinkPad L14 Gen1 20U2S0NF00	PF1WFNTS	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-26059	440000278202	ThinkPad L14 Gen1 20U2S0NE00	PF1T0NEM	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-22678	440000274821	ThinkPad L14 Gen1 20U2S0NE00	PF1SSKM6	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25205	440000277348	ThinkPad L14 Gen1 20U2S0NE00	PF1SXL2W	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25301	440000277444	ThinkPad L14 Gen1 20U2S0NE00	PF1SY500	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25362	440000277505	ThinkPad L14 Gen1 20U2S0NE00	PF1SY9Q3	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25391	440000277534	ThinkPad L14 Gen1 20U2S0NE00	PF1SYCYW	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25887	440000278030	ThinkPad L14 Gen1 20U2S0NE00	PF1T02WP	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25969	440000278112	ThinkPad L14 Gen1 20U2S0NE00	PF1T09B4	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-26066	440000278209	ThinkPad L14 Gen1 20U2S0NE00	PF1T0NH3	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-26265	440000278408	ThinkPad L14 Gen1 20U2S0NE00	PF1T13L4	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-26345	440000278488	ThinkPad L14 Gen1 20U2S0NE00	PF1T1FTP	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-26715	440000278858	ThinkPad L14 Gen1 20U2S0NE00	PF1T4H4L	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27094	440000279237	ThinkPad L14 Gen1 20U2S0NE00	PF1T5SRY	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27314	440000279457	ThinkPad L14 Gen1 20U2S0NE00	PF1T63LH	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27317	440000279460	ThinkPad L14 Gen1 20U2S0NE00	PF1T63ND	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27351	440000279494	ThinkPad L14 Gen1 20U2S0NE00	PF1T64B1	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27379	440000279522	ThinkPad L14 Gen1 20U2S0NE00	PF1T655A	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-29033	440000281176	ThinkPad L14 Gen1 20U2S0NF00	PF1T9W0N	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-29308	440000281451	ThinkPad L14 Gen1 20U2S0NF00	PF1TAEH2	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-30889	440000283032	ThinkPad L14 Gen1 20U2S0NE00	PF1VC2Z8	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-31025	440000283168	ThinkPad L14 Gen1 20U2S0NE00	PF1VC8PY	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-31383	440000283526	ThinkPad L14 Gen1 20U2S0NE00	PF1VCMEH	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-31451	440000283594	ThinkPad L14 Gen1 20U2S0NE00	PF1VCNKK	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25235	440000277378	ThinkPad L14 Gen1 20U2S0NE00	PF1SXPP8	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25255	440000277398	ThinkPad L14 Gen1 20U2S0NE00	PF1SXZ3A	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25530	440000277673	ThinkPad L14 Gen1 20U2S0NE00	PF1SYQ5Q	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25903	440000278046	ThinkPad L14 Gen1 20U2S0NE00	PF1T038T	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-25967	440000278110	ThinkPad L14 Gen1 20U2S0NE00	PF1T098Y	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-26098	440000278241	ThinkPad L14 Gen1 20U2S0NE00	PF1T0SZE	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-26100	440000278243	ThinkPad L14 Gen1 20U2S0NE00	PF1T0T0H	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-26200	440000278343	ThinkPad L14 Gen1 20U2S0NE00	PF1T0ZRS	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-26430	440000278573	ThinkPad L14 Gen1 20U2S0NE00	PF1T23WL	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27062	440000279205	ThinkPad L14 Gen1 20U2S0NE00	PF1T5QNP	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27282	440000279425	ThinkPad L14 Gen1 20U2S0NF00	PF1T62CT	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-27365	440000279508	ThinkPad L14 Gen1 20U2S0NE00	PF1T64NQ	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27372	440000279515	ThinkPad L14 Gen1 20U2S0NE00	PF1T64V4	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27374	440000279517	ThinkPad L14 Gen1 20U2S0NE00	PF1T64X0	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27393	440000279536	ThinkPad L14 Gen1 20U2S0NE00	PF1T65KE	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-27406	440000279549	ThinkPad L14 Gen1 20U2S0NE00	PF1T6657	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : DECEMBER 31ST, 2025

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
21-28841	440000280984	ThinkPad L14 Gen1 20U2S0NF00	PF1T93K1	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-29194	440000281337	ThinkPad L14 Gen1 20U2S0NE00	PF1TA50L	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-29986	440000282129	ThinkPad L14 Gen1 20U2S0NF00	PF1TBCWF	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-30010	440000282153	ThinkPad L14 Gen1 20U2S0NF00	PF1TD2A7	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-30234	440000282377	ThinkPad L14 Gen1 20U2S0NF00	PF1TD7HF	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-29270	440000281413	ThinkPad L14 Gen1 20U2S0NE00	PF1TABSJ	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-26469	440000278612	ThinkPad L14 Gen1 20U2S0NE00	PF1T2EJ4	1	10/1/2020	503.50	044A	3642	12/31/2025	G	5	5	(503.50)	-
21-22536	440000274679	ThinkPad L14 Gen1 20U2S0NF00	PF1SSFLW	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
21-30424	440000282567	ThinkPad L14 Gen1 20U2S0NF00	PF1TDCQ7	1	10/1/2020	478.50	044A	3642	12/31/2025	G	5	5	(478.50)	-
96-27337	130000007309	Skillet, Cleveland SGL-40-T, Tilt 40 Gallon	W7008091K04	1	1/1/1996	4,500.00	013A	0241	12/31/2025	G	30	7	(4,500.00)	-
96-27315	130000003190	Kettle, Groen DH-V1P-40	21172	1	1/1/1996	5,200.00	013A	0241	12/31/2025	G	30	7	(5,200.00)	-
R04-86389	130000007128	Serving Line, Delfield KCSC-50-B, Cold Food Table	0401036000541M	1	5/10/2004	1,934.00	013A	3861	12/31/2025	G	22	7	(1,934.00)	-
03-15468	140000000431	RIDER FLOOR SCRUBBER, CLARK VISION 34	1000103102	1	2/20/2003	11,704.00	014A	3581	12/31/2025	T	23	7	(11,704.00)	-
03-14662	140000000422	FLOOR STRIPPER, PROPANE POWER-AL COOK 28"	BA1675	1	2/19/2003	3,944.57	014A	3581	12/31/2025	T	23	7	(3,944.57)	-
08-01274	140000000806	SCRUBBER, CHARIOT FLOOR	1006027000102	1	8/17/2007	8,728.00	014A	3581	12/31/2025	T	18	7	(8,728.00)	-
R00-81293	130000003694	Mixer, Hobart H600T, 60 qt	31-1208-066	1	12/31/1999	7,314.20	013A	3631	12/31/2025	G	26	7	(7,314.20)	-
R03-84620	130000005631	Slicer, Hobart 2712	561-163-613	1	2/10/2003	4,152.50	013A	3871	12/31/2025	G	23	7	(4,152.50)	-
90-15324	130000002784	Slicer, Hobart 1712	56-850-523	1	1/1/1990	2,500.00	013A	3031	12/31/2025	G	36	7	(2,500.00)	-
03-10774	130000000263	Slicer, Globe 3850	386779	1	11/18/2002	2,846.00	013A	2621	12/31/2025	T	23	7	(2,846.00)	-
03-10573	130000000258	Slicer, Globe 3850	386778	1	11/18/2002	2,846.00	013A	1421	12/31/2025	T	23	7	(2,846.00)	-
R02-83487	130000003864	Slicer, Hobart 2712	561-160-312	1	1/15/2002	3,539.00	013A	3821	12/31/2025	G	24	7	(3,539.00)	-
16-00974	130000002373	Slicer, Berkel X13AE-PLUS	31-1502-737	1	9/21/2015	4,276.00	013A	3761	12/31/2025	T	10	7	(4,276.00)	-
07-13700	100000000080	FILM PROCESSOR NT 2000 XR.	479747	1	5/29/2007	4,889.00	010A	2221	12/31/2025	T	19	7	(4,889.00)	-
S16050009	440000141711	LENOVO THINKCENTRE M73 MINI-TOWER	MJ039ASH	1	2/22/2016	830.00	044D	3642	12/31/2025	T	10	5	(830.00)	-
S16050010	440000141713	LENOVO THINKCENTRE M73 MINI-TOWER	MJ039ASK	1	2/22/2016	830.00	044D	3642	12/31/2025	T	10	5	(830.00)	-
S16050011	440000141714	LENOVO THINKCENTRE M73 MINI-TOWER	MJ039ASJ	1	2/22/2016	830.00	044D	3642	12/31/2025	T	10	5	(830.00)	-
S16050012	440000141716	LENOVO THINKCENTRE M73 MINI-TOWER	MJ039ASG	1	2/22/2016	830.00	044D	3642	12/31/2025	T	10	5	(830.00)	-
S16050015	440000141721	LENOVO THINKCENTRE M73 MINI-TOWER	MJ039ASD	1	2/22/2016	830.00	044D	3642	12/31/2025	T	10	5	(830.00)	-
S16049973	440000141650	LENOVO THINKPAD YOGA 12	MP108MC4	1	2/22/2016	1,074.00	044B	3642	12/31/2025	T	10	5	(1,074.00)	-
05LL04566	440000152205	Lexmark Refresh Printer-T640n	79020XY	1	6/17/2005	1,099.66	044A	3642	12/31/2025	T	21	5	(1,099.66)	-
03-21822	440000006921	PRINTER, LEXMARK T630N	9910R8T	1	6/17/2003	1,208.00	044A	3642	12/31/2025	T	23	5	(1,208.00)	-
06-10885	460000003546	TELECONFERENCE SYSTEMS	30A87065/501MJ0018	1	3/8/2006	18,763.73	046A	3642	12/31/2025	T	20	7	(18,763.73)	-
06-07738	140000001440	STRIPPER, FLOOR PROPANO POWER 30" WINDSOR	050832209	1	12/12/2005	6,375.47	014A	1421	12/31/2025	T	20	7	(6,375.47)	-
10-01243	100000000262	CEILING HUNG BANNERS	28310182	1	9/23/2009	1,881.08	010A	2831	12/31/2025	T	16	7	(1,881.08)	-
10-01244	100000000263	CEILING HUNG BANNERS	28310183	1	9/23/2009	1,881.08	010A	2831	12/31/2025	T	16	7	(1,881.08)	-
10-01245	100000000264	CEILING HUNG BANNERS	28310184	1	9/23/2009	1,881.08	010A	2831	12/31/2025	T	16	7	(1,881.08)	-
10-01246	100000000265	CEILING HUNG BANNERS	28310185	1	9/23/2009	1,881.08	010A	2831	12/31/2025	T	16	7	(1,881.08)	-
10-01247	100000000266	CEILING HUNG BANNERS	28310186	1	9/23/2009	1,881.08	010A	2831	12/31/2025	T	16	7	(1,881.08)	-
10-01248	100000000267	CEILING HUNG BANNERS	28310187	1	9/23/2009	1,881.08	010A	2831	12/31/2025	T	16	7	(1,881.08)	-
10-01249	100000000268	CEILING HUNG BANNERS	28310188	1	9/23/2009	1,881.08	010A	2831	12/31/2025	T	16	7	(1,881.08)	-
10-01250	100000000269	CEILING HUNG BANNERS	28310189	1	9/23/2009	1,881.08	010A	2831	12/31/2025	T	16	7	(1,881.08)	-
10-01251	100000000270	CEILING HUNG BANNERS	28310190	1	9/23/2009	1,881.08	010A	2831	12/31/2025	T	16	7	(1,881.08)	-
10-01252	100000000271	CEILING HUNG BANNERS	28310191	1	9/23/2009	1,881.08	010A	2831	12/31/2025	T	16	7	(1,881.08)	-
S17040392	440000211122	LENOVO E460 LAPTOP	PF0JVVBU	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040577	440000211307	LENOVO E460 LAPTOP	PF0JVT5X	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040589	440000211319	LENOVO E460 LAPTOP	PF0JVX4P	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040583	440000211313	LENOVO E460 LAPTOP	PF0JVT72	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040576	440000211306	LENOVO E460 LAPTOP	PF0JVT67	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040572	440000211302	LENOVO E460 LAPTOP	PF0JVV63	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040578	440000211308	LENOVO E460 LAPTOP	PF0JVX1J	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040390	440000211120	LENOVO E460 LAPTOP	PF0JVV6J	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040581	440000211311	LENOVO E460 LAPTOP	PF0JVX2L	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040570	440000211300	LENOVO E460 LAPTOP	PF0JVX13	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040564	440000211294	LENOVO E460 LAPTOP	PF0JEK6D	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040571	440000211301	LENOVO E460 LAPTOP	PF0JVV9F	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040574	440000211304	LENOVO E460 LAPTOP	PF0JVV8P	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040584	440000211314	LENOVO E460 LAPTOP	PF0N9XK1	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040391	440000211121	LENOVO E460 LAPTOP	PF0JVR2M	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040582	440000211312	LENOVO E460 LAPTOP	PF0JVR23	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040585	440000211315	LENOVO E460 LAPTOP	PF0NJZAT	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040569	440000211299	LENOVO E460 LAPTOP	PF0IQJH1	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040587	440000211317	LENOVO E460 LAPTOP	PF0NJV3P	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040565	440000211295	LENOVO E460 LAPTOP	PF0JVV6Y	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040580	440000211310	LENOVO E460 LAPTOP	PF0JVX1Y	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040568	440000211298	LENOVO E460 LAPTOP	PF0JVV9X	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-

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S17040549	440000211279	LENOVO E460 LAPTOP	PF0NJZB0	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040586	440000211316	LENOVO E460 LAPTOP	PF0NJV4Z	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040588	440000211318	LENOVO E460 LAPTOP	PF0NJV4G	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040566	440000211296	LENOVO E460 LAPTOP	PF0NJV4U	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040573	440000211303	LENOVO E460 LAPTOP	PF0NNE2G	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040575	440000211305	LENOVO E460 LAPTOP	PF0N9ZP2	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040579	440000211309	LENOVO E460 LAPTOP	PF0JVR1C	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
S17040567	440000211297	LENOVO E460 LAPTOP	PF0JVT9W	1	2/3/2017	719.00	044D	1871	12/31/2025	G	9	5	(719.00)	-
13-80349	460000004358	SINGLE SIDED ID CARD PRINTER FARG	B2321305	1	10/31/2012	1,795.00	046A	1871	12/31/2025	T	13	7	(1,795.00)	-
21-05066	440000257108	LENOVO 300E (1B CELERON TOUCH)	P208CMR7	1	8/18/2020	237.50	044A	1871	12/31/2025	G	5	5	(237.50)	-
21-05047	440000257089	LENOVO 300E (1B CELERON TOUCH)	P208CNW4	1	8/18/2020	237.50	044A	1871	12/31/2025	G	5	5	(237.50)	-
21-05228	440000257270	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF95	1	8/18/2020	622.50	044A	1871	12/31/2025	G	5	5	(622.50)	-
21-05243	440000257285	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF40	1	8/18/2020	622.50	044A	1871	12/31/2025	G	5	5	(622.50)	-
A13-80848	440000058474	CART, SAFEHARBOR 30 NOTEBOOK	24227	1	11/30/2012	1,450.00	044A	1871	12/31/2025	T	13	5	(1,450.00)	-
A13-80849	440000058476	CART, SAFEHARBOR 30 NOTEBOOK	24228	1	11/30/2012	1,450.00	044A	1871	12/31/2025	T	13	5	(1,450.00)	-
A13-80850	440000058478	CART, SAFEHARBOR 30 NOTEBOOK	24229	1	11/30/2012	1,450.00	044A	1871	12/31/2025	T	13	5	(1,450.00)	-
15-06323	560000002299	PROJECTOR, EPSON	UJ8K4Y00937	1	6/1/2015	1,389.79	056A	1871	12/31/2025	T	11	6	(1,389.79)	-
16-01044	440000098412	BRETFORD POWERSYNC STATION 20	201409037152	1	9/28/2015	1,999.00	044A	1871	12/31/2025	T	10	5	(1,999.00)	-
04-09656	560000000596	PROJECTOR ULTRAPORTABLE MULTIMEDIA EPSON	EE20340359C	1	5/27/2003	2,421.00	056A	1871	12/31/2025	T	23	6	(2,421.00)	-
21-41432	400000034104	Togo System 925SYS216	RG029796	1	12/10/2020	1,066.33	040A	2541	12/31/2025	G	5	5	(1,066.33)	-
08-82444	440000029541	APPLE IMAC INTEL 17" FP	W88071VQWRQ	1	4/21/2008	1,154.00	044A	1191	12/31/2025	T	18	5	(1,154.00)	-
13-05457	440000073053	LAPTOP, APPLE AIRBOOK 1.6HZ-11DSPLY	C02KJ0DUFFYV	1	6/19/2013	1,298.82	044A	1191	12/31/2025	T	13	5	(1,298.82)	-
13-05462	440000073063	COMPUTER, APPLE IMAC DESKTOP	C02KJ0CCFFYV	1	6/19/2013	1,298.82	044A	1191	12/31/2025	T	13	5	(1,298.82)	-
13-05465	440000073069	COMPUTER, APPLE IMAC DESKTOP	C02KJ0DAFFYV	1	6/19/2013	1,298.82	044A	1191	12/31/2025	T	13	5	(1,298.82)	-
14-03962	440000081334	APPLE IMAC INTEL W/215 LED-BACKLIT GLS	C02LD02SFFYV	1	2/10/2014	1,269.00	044A	1191	12/31/2025	T	12	5	(1,269.00)	-
21-21756	440000273899	ThinkPad L14 Gen1 20U2S0NE00	PF1AMYJ1	1	10/1/2020	503.50	044A	1191	12/31/2025	G	5	5	(503.50)	-
21-22669	440000274812	ThinkPad L14 Gen1 20U2S0NE00	PF1SSKJS	1	10/1/2020	503.50	044A	1191	12/31/2025	G	5	5	(503.50)	-
21-23940	440000276083	ThinkPad L14 Gen1 20U2S0NE00	PF1SV4EK	1	10/1/2020	503.50	044A	1191	12/31/2025	G	5	5	(503.50)	-
S19-08101	440000233930	LENOVO THINKCENTRE M720Q, BUNDLE	MJ086DX9	1	5/2/2019	539.00	044D	1191	12/31/2025	G	7	5	(539.00)	-
01-20260	100000000012	CAMERA, DIGITAL MAVICA	59051	1	5/3/2001	1,265.95	010A	1951	12/31/2025	T	25	7	(1,265.95)	-
R10-82208	110000005198	SET, PROMETHEAN 25PCS ACTIVEXPRESSION	19510004	1	2/9/2010	1,945.00	011A	1951	12/31/2025	T	16	7	(1,945.00)	-
21-17731	440000269938	CART, PURECHARGE CART 20 (IPAD & MINI)	OMISSION	1	10/5/2020	1,799.95	044A	1951	12/31/2025	G	5	5	(1,799.95)	-
12-05065	110000008760	Activboard 587Pro & LCD Projector	C1203200310/618201	1	6/8/2012	3,959.00	011A	1051-W	12/31/2025	T	14	7	(3,959.00)	-
12-05066	110000008761	Activboard 587Pro & LCD Projector	C1109080701/618201	1	6/8/2012	3,959.00	011A	1051-W	12/31/2025	T	14	7	(3,959.00)	-
12-05068	110000008763	Activboard 587Pro & LCD Projector	C1109080695/618201	1	6/8/2012	3,959.00	011A	1051-W	12/31/2025	T	14	7	(3,959.00)	-
12-05069	110000008764	Activboard 587Pro & LCD Projector	C1109080693/618201	1	6/8/2012	3,959.00	011A	1051-W	12/31/2025	T	14	7	(3,959.00)	-
12-05072	110000008767	Activboard 587Pro & LCD Projector	C1109080694/618201	1	6/8/2012	3,959.00	011A	1051-W	12/31/2025	T	14	7	(3,959.00)	-
12-05073	110000008768	Activboard 587Pro & LCD Projector	C1109080699/618201	1	6/8/2012	3,959.00	011A	1051-W	12/31/2025	T	14	7	(3,959.00)	-
12-05074	110000008769	Activboard 587Pro & LCD Projector	C1109080696/619216	1	6/8/2012	3,959.00	011A	1051-W	12/31/2025	T	14	7	(3,959.00)	-
12-05075	110000008770	Activboard 587Pro & LCD Projector	C1109080702/618201	1	6/8/2012	3,959.00	011A	1051-W	12/31/2025	T	14	7	(3,959.00)	-
12-05098	440000062551	PRINTER, LEXMARK T652DN B/W DUPLEX LASER	795865P	1	6/23/2012	1,248.00	044A	1051	12/31/2025	T	14	5	(1,248.00)	-
12-05109	440000173025	PRINTER, LEXMARK T652DN B/W DUPLEX LASER	7958663	1	6/23/2012	1,248.00	044A	1051-W	12/31/2025	T	14	5	(1,248.00)	-
02-03057	560000000070	PROJECTOR, LCD EPSON	B9Z00Z1688C	1	8/21/2001	3,381.89	056A	1051	12/31/2025	T	24	6	(3,381.89)	-
03-20467	560000000257	PROJECTOR, MULTIMEDIA PROXIMA 6870	AGMH30600096	1	5/27/2003	3,999.00	056A	1051	12/31/2025	T	23	6	(3,999.00)	-
03-20468	560000000258	PROJECTOR, MULTIMEDIA PROXIMA 6870	AGMH30600086	1	5/27/2003	3,999.00	056A	1051	12/31/2025	T	23	6	(3,999.00)	-
04-15161	560000000792	PROJECTOR, EPSON POWERLITE 730C	EE203X1191C	1	3/31/2004	1,948.00	056A	1051	12/31/2025	T	22	6	(1,948.00)	-
05-47472	100000000222	SYSTEM, ID BADGE CAMERA	120525	1	3/10/2005	1,995.00	010A	1051	12/31/2025	T	21	7	(1,995.00)	-
07-13029	440000007781	PRINTER, EPSON STYLUS PRO 7800	GLL0017186	1	5/18/2007	4,998.00	044A	1051	12/31/2025	T	19	5	(4,998.00)	-
07-80254	460000000798	TANBERG T-150 MXP	38A04460	1	9/14/2006	1,172.90	046A	1051	12/31/2025	T	19	7	(1,172.90)	-
08-00842	440000014257	PRINTER, LEXMARK T640N B/W LASER 2 DRAWER	791H34B	1	8/15/2007	1,384.00	044A	1051	12/31/2025	T	18	5	(1,384.00)	-
08-00846	440000014263	PRINTER LEXMARK T640N B/W LASER 2 DRAWERS	791H36K	1	8/15/2007	1,384.00	044A	1051	12/31/2025	T	18	5	(1,384.00)	-
08-00849	440000014271	PRINTER LEXMARK T640N B/W LASER 2 DRAWERS	791H35X	1	8/15/2007	1,384.00	044A	1051	12/31/2025	T	18	5	(1,384.00)	-
08-00861	440000014283	PRINTER LEXMARK T640N B/W LASER 2 DRAWERS	791H35W	1	8/15/2007	1,384.00	044A	1051	12/31/2025	T	18	5	(1,384.00)	-
08-00862	440000014284	PRINTER LEXMARK T640N B/W LASER 2 DRAWERS	791H34T	1	8/15/2007	1,384.00	044A	1051	12/31/2025	T	18	5	(1,384.00)	-
08-12143	460000001562	SHREDDER, FELLOWES C-380C POWER	0008616	1	6/18/2008	1,229.40	046A	1051	12/31/2025	T	18	7	(1,229.40)	-
08-12147	440000025693	PRINTER LEXMARK T640N B/W LASER 2 DRAWER	7929WDC	1	5/2/2008	1,384.00	044A	1051	12/31/2025	T	18	5	(1,384.00)	-
08-12274	440000025908	PRINTER LEXMARK T640N FOR ACELO	792GF6N	1	6/10/2008	1,570.00	044A	1051	12/31/2025	T	18	5	(1,570.00)	-
08-81810	560000001144	PROJECTOR EPSON POWERLITE 1715C	JHZF7Z0344L	1	2/8/2008	1,499.00	056A	1051	12/31/2025	T	18	6	(1,499.00)	-
09-11499	440000040125	PRINTER, LEXMARK X652DE & PARALLEL ADAPT	793684M	1	5/20/2009	2,404.00	044A	1051	12/31/2025	T	17	5	(2,404.00)	-
09-11500	440000040126	PRINTER, LEXMARK X652DE & PARALLEL ADAPT	793686V	1	5/20/2009	2,404.00	044A	1051	12/31/2025	T	17	5	(2,404.00)	-
09-11522	440000040167	PRINTER, LEXMARK X652DE & PARALLEL ADAPT	79321XC	1	5/20/2009	2,404.00	044A	1051	12/31/2025	T	17	5	(2,404.00)	-
09-12775	110000002379	MXP Tandberg	38A16863	1	6/26/2009	1,522.35	011A	1051	12/31/2025	T	17	7	(1,522.35)	-
11-01594	440000052267	PRINTER, LEXMARK X652DE & PARALLEL ADAPT	7947XWM	1	11/23/2010	2,404.00	044A	1051	12/31/2025	T	15	5	(2,404.00)	-
12-02290	440000059076	PRINTER, LEXMARK T652DN B/W DUPLEX LASER	794ZVDB	1	1/10/2012	1,248.00	044A	1051	12/31/2025	T	14	5	(1,248.00)	-
12-04199	440000061477	PRINTER, LEXMARK T652DN B/W DUPLEX LASER	79586L2	1	5/2/2012	1,248.00	044A	1051	12/31/2025	T	14	5	(1,248.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : DECEMBER 31ST, 2025

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
12-05090	440000062550	PRINTER, LEXMARK C792E COLOR LASER	50620194014GN	1	6/23/2012	3,067.00	044A	1051	12/31/2025	T	14	5	(3,067.00)	-
13-00642	440000064860	PRINTER, LEXMARK X652DE & PARALLEL ADAPT	79G541Y	1	8/21/2012	2,404.00	044A	1051	12/31/2025	T	13	5	(2,404.00)	-
13-00643	440000064861	PRINTER, LEXMARK T652DN B/W DUPLEX LASER	7959M1T	1	8/21/2012	1,248.00	044A	1051	12/31/2025	T	13	5	(1,248.00)	-
13-02713	110000005862	ACTIVBOARD 587PRO	C1206081617	1	1/16/2013	3,959.00	011A	1051	12/31/2025	T	13	7	(3,959.00)	-
13-02714	110000005863	Activboard 587Pro w LEst Projector	C1206081618	1	1/16/2013	3,959.00	011A	1051	12/31/2025	T	13	7	(3,959.00)	-
13-04174	440000070728	WS5ATOUCHSCREEN 15"LCD	2205112261	1	4/15/2013	1,300.00	044A	1051	12/31/2025	T	13	5	(1,300.00)	-
13-04180	110000005940	ACTIVBOARD 587 PRO W/MOUNT BRACKET	C1212260281	1	4/18/2013	3,108.00	011A	1051	12/31/2025	T	13	7	(3,108.00)	-
13-04181	110000005941	ACTIVBOARD 587 PRO W/MOUNT BRACKET	C1212260282	1	4/18/2013	3,108.00	011A	1051	12/31/2025	T	13	7	(3,108.00)	-
13-04182	110000005942	ACTIVBOARD 587 PRO W/MOUNT BRACKET	C1212260283	1	4/18/2013	3,108.00	011A	1051	12/31/2025	T	13	7	(3,108.00)	-
13-04183	110000005943	ACTIVBOARD 587 PRO W/MOUNT BRACKET	C1212260284	1	4/18/2013	3,108.00	011A	1051	12/31/2025	T	13	7	(3,108.00)	-
13-04184	110000005944	ACTIVBOARD 587 PRO W/MOUNT BRACKET	C1212260285	1	4/18/2013	3,108.00	011A	1051	12/31/2025	T	13	7	(3,108.00)	-
13-04185	110000005945	PROJECTOR, EST-P1 PROMETHEAN	WEST-P13040061	1	4/18/2013	1,511.00	011A	1051	12/31/2025	T	13	7	(1,511.00)	-
13-04186	110000005946	PROJECTOR, EST-P1 PROMETHEAN	WEST-P13040067	1	4/18/2013	1,511.00	011A	1051	12/31/2025	T	13	7	(1,511.00)	-
13-04187	110000005947	PROJECTOR, EST-P1 PROMETHEAN	WEST-P13040075	1	4/18/2013	1,511.00	011A	1051	12/31/2025	T	13	7	(1,511.00)	-
13-04188	110000005948	PROJECTOR, EST-P1 PROMETHEAN	WEST-P13040078	1	4/18/2013	1,511.00	011A	1051	12/31/2025	T	13	7	(1,511.00)	-
13-04189	110000005949	PROJECTOR, EST-P1 PROMETHEAN	WEST-P13040081	1	4/18/2013	1,511.00	011A	1051	12/31/2025	T	13	7	(1,511.00)	-
14-01154	440000076162	PRINTER, LEXMARK CS410DN CLR DUPLX LASER	502705945188K	1	8/29/2013	1,217.00	044A	1051	12/31/2025	T	12	5	(1,217.00)	-
14-03850	110000006177	WILLBOARD 65-inch	65LCHDTV132P136035	1	2/3/2014	4,711.60	011A	1051	12/31/2025	T	12	7	(4,711.60)	-
14-03852	110000006179	WILLBOARD 65-inch	65LCHDTV132P136027	1	2/3/2014	4,711.60	011A	1051	12/31/2025	T	12	7	(4,711.60)	-
14-03947	110000006185	TEKBOARD 65"	WB065LCHDTVI52P135	1	2/7/2014	4,711.60	011A	1051	12/31/2025	T	12	7	(4,711.60)	-
14-06097	220000000466	WB65 INTERACTIVE SYSTEM WB-0652PLC	WB065LCHDTV2P13601	1	6/12/2014	3,986.60	022A	1051	12/31/2025	T	12	10	(3,986.60)	-
15-01271	440000087869	PRINTER, LEXMARK MX611DTE LASER/FAX/SCAN	701644HH039TG	1	9/4/2014	2,404.00	044A	1051	12/31/2025	T	11	5	(2,404.00)	-
15-01781	110000006364	INTERACTIVE BOARD	WB065LCHDTV2P13600	1	9/18/2014	3,986.60	011A	1051	12/31/2025	T	11	7	(3,986.60)	-
15-01838	440000088929	PRINTER, LEXMARK MX611DTE LASER/FAX/SCAN	701644HH039RM	1	9/22/2014	2,404.00	044A	1051	12/31/2025	T	11	5	(2,404.00)	-
15-02066	580000000903	MAGICBOX SIGNMATE PLAYER	0043-1430-C1	1	10/20/2014	3,880.80	058A	1051	12/31/2025	T	11	7	(3,880.80)	-
15-02261	440000089516	TOUCHSCREEN, 15"ACTIVE LCD	4168214012	1	10/10/2014	1,968.70	044A	1051	12/31/2025	T	11	5	(1,968.70)	-
15-03624	110000006636	ACTIVEBOARD 587 PRO FIXED SYSTEM	C1408050333	1	2/4/2015	4,619.00	011A	1051	12/31/2025	T	11	7	(4,619.00)	-
15-03625	110000006637	ACTIVEBOARD 587 PRO FIXED SYSTEM	C1408050334	1	2/4/2015	4,619.00	011A	1051	12/31/2025	T	11	7	(4,619.00)	-
15-03626	110000006638	ACTIVEBOARD 587 PRO FIXED SYSTEM	C1107151326	1	2/4/2015	4,619.00	011A	1051	12/31/2025	T	11	7	(4,619.00)	-
15-03627	110000006639	ACTIVEBOARD 587 PRO FIXED SYSTEM	C1408050332	1	2/4/2015	4,619.00	011A	1051	12/31/2025	T	11	7	(4,619.00)	-
17-00906	600000001295	SONY 75IN LED TV	5037340	1	10/26/2016	2,164.00	060A	1051	12/31/2025	G	9	7	(2,164.00)	-
17-00908	600000001297	SONY 75IN LED TV	5037282	1	10/26/2016	2,164.00	060A	1051	12/31/2025	G	9	7	(2,164.00)	-
17-00912	600000001301	SONY 75IN LED TV	5037338	1	10/26/2016	2,164.00	060A	1051	12/31/2025	G	9	7	(2,164.00)	-
17-00913	600000001302	SONY 75IN LED TV	5037217	1	10/26/2016	2,164.00	060A	1051	12/31/2025	G	9	7	(2,164.00)	-
18-01844	110000011519	Workware Wireless 2015 Base Unit	1161208-00093	1	10/12/2017	1,987.44	011A	1051	12/31/2025	G	8	7	(1,987.44)	-
A13-80114	440000058212	Color Laser Printer	945BKCX	1	9/12/2012	1,217.00	044A	1051	12/31/2025	T	13	5	(1,217.00)	-
R08-01295	560000002016	PROJECTOR, MITSUBISHI XD490	6011135	1	8/27/2007	2,364.21	056A	1051	12/31/2025	T	18	6	(2,364.21)	-
R14-80081	110000005479	ACTIVBOARD 587PRO	C1307310306	1	10/23/2013	1,682.00	011A	1051	12/31/2025	T	12	7	(1,682.00)	-
R14-80082	560000002056	PROJECTOR, PROMETHEAN EST-P1	WESTP13280059	1	10/23/2013	1,678.00	056A	1051	12/31/2025	T	12	6	(1,678.00)	-
R14-80083	110000005480	ACTIVBOARD SYSTEM FRAME/BOOM	10510346	1	10/23/2013	1,759.00	011A	1051	12/31/2025	T	12	7	(1,759.00)	-
R15-80137	460000004178	SHREDDER FELLOWS 300C	160523FC4308321	1	7/31/2014	1,164.10	046A	1051	12/31/2025	T	11	7	(1,164.10)	-
R15-80138	460000004179	SHREDDER FELLOWS 300C	140811AB0002216	1	7/31/2014	1,164.10	046A	1051	12/31/2025	T	11	7	(1,164.10)	-
R15-80139	460000004180	SHREDDER FELLOWS 300C	131226AA0001354	1	7/31/2014	1,164.10	046A	1051	12/31/2025	T	11	7	(1,164.10)	-
R17-81105	440000228336	PRINTER LEXMARK CX410 DE	75273694GF83T	1	6/23/2017	1,435.10	044A	1051	12/31/2025	T	9	5	(1,435.10)	-
R18-80466	110000011774	WORKWARE WIRELESS 2015 BASE UNIT	1161208-00096	1	10/12/2017	1,987.44	011A	1051	12/31/2025	G	8	7	(1,987.44)	-
14-06089	220000000458	WB65 INTERACTIVE SYSTEM WB-0652PLC	WB065LCHDTV2P13603	1	6/12/2014	3,986.60	022A	1051	12/31/2025	T	12	10	(3,986.60)	-
14-06090	220000000459	WB65 INTERACTIVE SYSTEM WB-0652PLC	WB065LCHDTV2P13604	1	6/12/2014	3,986.60	022A	1051	12/31/2025	T	12	10	(3,986.60)	-
14-06091	220000000460	WB65 INTERACTIVE SYSTEM WB-0652PLC	WB065LCHDTV2PI3600	1	6/12/2014	3,986.60	022A	1051	12/31/2025	T	12	10	(3,986.60)	-
14-06092	220000000461	WB65 INTERACTIVE SYSTEM WB-0652PLC	WB065LCHDTV2P13601	1	6/12/2014	3,986.60	022A	1051	12/31/2025	T	12	10	(3,986.60)	-
14-06093	220000000462	WB65 INTERACTIVE SYSTEM WB-0652PLC	WB065LCHDTV2P13604	1	6/12/2014	3,986.60	022A	1051	12/31/2025	T	12	10	(3,986.60)	-
14-06094	220000000463	WB65 INTERACTIVE SYSTEM WB-0652PLC	WB065LCHDTV2P13602	1	6/12/2014	3,986.60	022A	1051	12/31/2025	T	12	10	(3,986.60)	-
14-06095	220000000464	WB65 INTERACTIVE SYSTEM WB-0652PLC	WB065LCHDTV2P13600	1	6/12/2014	3,986.60	022A	1051	12/31/2025	T	12	10	(3,986.60)	-
15-02941	220000000480	65" INTERACTIVE TOUCHSCREEN	WB065LCHDTV4P13606	1	12/2/2014	3,986.60	022A	1051	12/31/2025	T	11	10	(3,986.60)	-
17-00911	600000001300	SONY 75IN LED TV	5037220	1	10/26/2016	2,164.00	060A	1051	12/31/2025	G	9	7	(2,164.00)	-
17-01249	600000001309	SAMSUNG 75-INCH LED HDTV	043T3CAH600155	1	12/6/2016	2,685.33	060A	1051	12/31/2025	G	9	7	(2,685.33)	-
17-01252	600000001312	SAMSUNG 75-INCH LED HDTV	043T3CAH600149	1	12/6/2016	2,685.33	060A	1051	12/31/2025	G	9	7	(2,685.33)	-
18-00273	600000001425	Sony Bravia 65in	4026789	1	7/27/2017	1,948.09	060A	1051	12/31/2025	G	8	7	(1,948.09)	-
18-00275	600000001426	Sony Bravia 65in	4026790	1	7/27/2017	1,948.09	060A	1051	12/31/2025	G	8	7	(1,948.09)	-
12-80619	110000005541	Activboard Promethean, 378 Pro	C1110310462	1	1/6/2012	1,039.00	011A	3741	12/31/2025	T	14	7	(1,039.00)	-
12-80627	110000005549	Activboard Promethean, 378 Pro	C1110310470	1	1/6/2012	1,039.00	011A	3741	12/31/2025	T	14	7	(1,039.00)	-
12-80628	110000005550	Activboard Promethean, 378 Pro	C1110310471	1	1/6/2012	1,039.00	011A	3741	12/31/2025	T	14	7	(1,039.00)	-
12-80629	110000005551	Activboard Promethean, 378 Pro	C1110310472	1	1/6/2012	1,039.00	011A	3741	12/31/2025	T	14	7	(1,039.00)	-
12-80630	110000005552	Activboard Promethean, 378 Pro	C1110310473	1	1/6/2012	1,039.00	011A	3741	12/31/2025	T	14	7	(1,039.00)	-
12-80631	110000005553	Activboard Promethean, 378 Pro	C1110310474	1	1/6/2012	1,039.00	011A	3741	12/31/2025	T	14	7	(1,039.00)	-
R13-80854	110000005391	PROMETHEAN BOARD ABV378 PRO	C1304120082	1	6/4/2013	1,227.00	011A	3741	12/31/2025	T	13	7	(1,227.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : DECEMBER 31ST, 2025

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
R13-80856	110000005393	PROMETHEAN BOARD ABV378 PRO	C1304120084	1	6/4/2013	1,227.00	011A	3741	12/31/2025	T	13	7	(1,227.00)	-
R13-80857	110000005394	PROMETHEAN BOARD ABV378 PRO	C1304120085	1	6/4/2013	1,227.00	011A	3741	12/31/2025	T	13	7	(1,227.00)	-
R13-80859	110000005396	PROMETHEAN BOARD ABV378 PRO	C1304120087	1	6/4/2013	1,227.00	011A	3741	12/31/2025	T	13	7	(1,227.00)	-
11-03037	440000053320	Cisco WAVE 574 Proxy Server	MX203400LT	1	3/17/2011	6,146.85	044A	0721	12/31/2025	T	15	5	(6,146.85)	-
09-02108	110000001460	ACTIVBOARD+2	0815040213	1	7/24/2008	4,392.29	011A	2801	12/31/2025	T	17	7	(4,392.29)	-
09-02233	110000001547	PROMETHEAN ACTIVBOARD+2 W/LABOR TO INST	0834353355	1	7/21/2008	4,375.00	011A	2801	12/31/2025	T	17	7	(4,375.00)	-
09-82142	110000002631	PROMETHEAN BOARD	0824190033	1	8/8/2008	4,375.43	011A	2801	12/31/2025	T	17	7	(4,375.43)	-
10-81133	110000004035	BOARD, PROMETHEAN	C1001190430	1	5/10/2010	1,039.00	011A	2801	12/31/2025	T	16	7	(1,039.00)	-
10-81135	110000004037	BOARD, PROMETHEAN	C1001190485	1	5/10/2010	1,039.00	011A	2801	12/31/2025	T	16	7	(1,039.00)	-
11-81042	110000004485	PROMETHEAN BOARD	C1101180151	1	3/21/2011	1,039.00	011A	2801	12/31/2025	T	15	7	(1,039.00)	-
11-81043	110000004486	PROMETHEAN BOARD	C1101180157	1	3/21/2011	1,039.00	011A	2801	12/31/2025	T	15	7	(1,039.00)	-
11-81044	110000004487	PROMETHEAN BOARD	C1101180160	1	3/21/2011	1,039.00	011A	2801	12/31/2025	T	15	7	(1,039.00)	-
11-81048	110000004489	PROMETHEAN BOARD	C1101180152	1	3/21/2011	1,039.00	011A	2801	12/31/2025	T	15	7	(1,039.00)	-
11-81049	110000004490	PROMETHEAN BOARD	C1101180156	1	3/21/2011	1,039.00	011A	2801	12/31/2025	T	15	7	(1,039.00)	-
11-81050	110000004491	PROMETHEAN BOARD	C1101180159	1	3/21/2011	1,039.00	011A	2801	12/31/2025	T	15	7	(1,039.00)	-
11-81051	110000004492	PROMETHEAN BOARD	C1101180154	1	3/21/2011	1,039.00	011A	2801	12/31/2025	T	15	7	(1,039.00)	-
11-81052	110000004493	PROMETHEAN BOARD	C1101180158	1	3/21/2011	1,039.00	011A	2801	12/31/2025	T	15	7	(1,039.00)	-
12-04405	110000005233	AB378PUS ACTIVE BOARD 378 PRO	C1201120188	1	5/9/2012	1,227.00	011A	2801	12/31/2025	T	14	7	(1,227.00)	-
12-04406	110000005235	AB378PUS ACTIVE BOARD 378 PRO	C1201120187	1	5/9/2012	1,227.00	011A	2801	12/31/2025	T	14	7	(1,227.00)	-
14-01472	110000006097	ACTIVE BOARD 378 PRO AB378DVS	C1307120013	1	9/20/2013	1,227.00	011A	2801	12/31/2025	T	12	7	(1,227.00)	-
14-01473	110000006098	ACTIVE BOARD 378 PRO AB378DVS	C1307120014	1	9/20/2013	1,227.00	011A	2801	12/31/2025	T	12	7	(1,227.00)	-
17-03299	110000009284	SIMPLICITYTOUCH 70IN W/COLLAB SUITE	ST-700-008286	1	6/6/2017	5,475.06	011A	2801	12/31/2025	G	9	7	(5,475.06)	-
18-00848	110000011111	Recordex SimplicityTouch 70in HD interac	ST-700-010498	1	8/15/2017	4,498.00	011A	2801	12/31/2025	G	8	7	(4,498.00)	-
S19-06023	440000232091	Recordex SimplicityTouch 75	ST-750UZ-006249	1	11/2/2018	4,499.50	044B	2801	12/31/2025	G	7	5	(4,499.50)	-
S19-06037	440000232105	Large - Fusion Manual Height Adjust. Sta	ST-750UZ-006249	1	11/5/2018	575.00	044D	2801	12/31/2025	G	7	5	(575.00)	-
03-84013	110000000194	SMARTBOARD	SB560-50033	1	10/23/2002	1,199.00	011A	2801	12/31/2025	T	23	7	(1,199.00)	-
16-02716	440000100901	SERVER, POWEREDGE R220	B76V382	1	3/1/2016	1,868.33	044A	2801	12/31/2025	T	10	5	(1,868.33)	-
18-04093	440000229052	Roland (VR3EX) All in one A/V Mixer	Z3J5998	1	6/20/2018	1,578.00	044A	2801	12/31/2025	T	8	5	(1,578.00)	-
S19-06029	440000232097	Recordex SimplicityMic	STM-000-6457	1	11/2/2018	175.00	044B	2801	12/31/2025	G	7	5	(175.00)	-
S19-06030	440000232098	Recordex SimplicityMic	STM-000-6458	1	11/2/2018	175.00	044B	2801	12/31/2025	G	7	5	(175.00)	-
S19-06031	440000232099	Recordex SimplicityMic	STM-000-6459	1	11/2/2018	175.00	044B	2801	12/31/2025	G	7	5	(175.00)	-
S19-06032	440000232100	Recordex SimplicitySlate	14009487	1	11/2/2018	140.00	044B	2801	12/31/2025	G	7	5	(140.00)	-
S19-06033	440000232101	Recordex SimplicitySlate	14009488	1	11/2/2018	140.00	044B	2801	12/31/2025	G	7	5	(140.00)	-
S19-06034	440000232102	Recordex SimplicitySlate	14009489	1	11/2/2018	140.00	044B	2801	12/31/2025	G	7	5	(140.00)	-
S19-08916	440000234313	PERSONALIZED IPAD WIFI, 32GB, SILVER	F9FZGC48MF3N	1	6/10/2019	299.00	044D	2801	12/31/2025	G	7	5	(299.00)	-
S19-08917	440000234314	PERSONALIZED IPAD WIFI, 32GB, SILVER	F9FZGC98MF3N	1	6/10/2019	299.00	044D	2801	12/31/2025	G	7	5	(299.00)	-
S19-08918	440000234315	PERSONALIZED IPAD WIFI, 32GB, SILVER	F9FZGCLXMF3N	1	6/10/2019	299.00	044D	2801	12/31/2025	G	7	5	(299.00)	-
S19-08919	440000234316	PERSONALIZED IPAD WIFI, 32GB, SILVER	F9FZGCMNMF3N	1	6/10/2019	299.00	044D	2801	12/31/2025	G	7	5	(299.00)	-
14-03794	440000081033	APPLE IMAC INTEL W/27" GLOSSY WIDESCREEN	D25LR009F8J4	1	1/29/2014	1,899.00	044A	2801	12/31/2025	T	12	5	(1,899.00)	-
15-01046	440000087429	LENOVO THINKCENTRE M93Z 23" NON-TOUCH	MJ015A22	1	8/25/2014	1,070.00	044A	2801	12/31/2025	T	11	5	(1,070.00)	-
16-00856	440000098143	LENOVO THINKCENTRE M93Z NON-TOUCH 23	MJ02UPVD	1	8/28/2015	1,120.00	044A	2801	12/31/2025	T	10	5	(1,120.00)	-
S16011864	440000085416	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ02W6FF	1	10/20/2015	913.00	044D	2801	12/31/2025	T	10	5	(913.00)	-
S16011865	440000085417	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ02W6HS	1	10/20/2015	913.00	044D	2801	12/31/2025	T	10	5	(913.00)	-
S16011866	440000085418	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ02W6EC	1	10/20/2015	913.00	044D	2801	12/31/2025	T	10	5	(913.00)	-
S16011868	440000085422	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ02W6F7	1	10/20/2015	913.00	044D	2801	12/31/2025	T	10	5	(913.00)	-
S16069471	440000167909	LENOVO M800Z DESKTOP	MJ03TZ7E	1	6/14/2016	764.00	044D	2801	12/31/2025	T	10	5	(764.00)	-
S19-04086	440000230973	LENOVO THINKCENTRE M810z, DESKTOP	MJ072GE0	1	9/14/2018	739.00	044D	2801	12/31/2025	G	7	5	(739.00)	-
S19-04096	440000230983	LENOVO THINKCENTRE M810z, DESKTOP	MJ072GDN	1	9/14/2018	739.00	044D	2801	12/31/2025	G	7	5	(739.00)	-
S16007046	440000077321	LENOVO THINKPAD YOGA 12	MP096ZFS	1	10/20/2015	1,074.00	044B	2801	12/31/2025	T	10	5	(1,074.00)	-
S16007050	440000077329	LENOVO THINKPAD YOGA 12	MP096Y6V	1	10/20/2015	1,074.00	044B	2801	12/31/2025	T	10	5	(1,074.00)	-
S16007051	440000077331	LENOVO THINKPAD YOGA 12	MP096X5N	1	10/20/2015	1,074.00	044B	2801	12/31/2025	T	10	5	(1,074.00)	-
S16007063	440000077353	LENOVO THINKPAD YOGA 12	MP096YBQ	1	10/20/2015	1,074.00	044B	2801	12/31/2025	T	10	5	(1,074.00)	-
S16007066	440000077359	LENOVO THINKPAD YOGA 12	MP096ZGY	1	10/20/2015	1,074.00	044B	2801	12/31/2025	T	10	5	(1,074.00)	-
S16007070	440000077366	LENOVO THINKPAD YOGA 12	MP096VFZ	1	10/20/2015	1,074.00	044B	2801	12/31/2025	T	10	5	(1,074.00)	-
S16007076	440000077378	LENOVO THINKPAD YOGA 12	MP096SVT	1	10/20/2015	1,074.00	044B	2801	12/31/2025	T	10	5	(1,074.00)	-
S16007077	440000077380	LENOVO THINKPAD YOGA 12	MP096YXD	1	10/20/2015	1,074.00	044B	2801	12/31/2025	T	10	5	(1,074.00)	-
S16007080	440000077386	LENOVO THINKPAD YOGA 12	MP096ZHZ	1	10/20/2015	1,074.00	044B	2801	12/31/2025	T	10	5	(1,074.00)	-
S16007085	440000077394	LENOVO THINKPAD YOGA 12	MP096UBQ	1	10/20/2015	1,074.00	044B	2801	12/31/2025	T	10	5	(1,074.00)	-
S16007086	440000077395	LENOVO THINKPAD YOGA 12	MP096X2Z	1	10/20/2015	1,074.00	044B	2801	12/31/2025	T	10	5	(1,074.00)	-
S16007088	440000077399	LENOVO THINKPAD YOGA 12	MP096WAF	1	10/20/2015	1,074.00	044B	2801	12/31/2025	T	10	5	(1,074.00)	-
S16007089	440000077400	LENOVO THINKPAD YOGA 12	MP096YJW	1	10/20/2015	1,074.00	044B	2801	12/31/2025	T	10	5	(1,074.00)	-
S16007090	440000077402	LENOVO THINKPAD YOGA 12	MP096UKP	1	10/20/2015	1,074.00	044B	2801	12/31/2025	T	10	5	(1,074.00)	-
S16011848	440000085396	LENOVO THINKPAD X250 NON-TOUCH	PC070WF0	1	10/20/2015	795.00	044D	2801	12/31/2025	T	10	5	(795.00)	-
20-05622	440000243821	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFGYT	1	5/5/2020	463.50	044A	2801	12/31/2025	G	6	5	(463.50)	-
20-05722	440000243921	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHXA	1	5/5/2020	463.50	044A	2801	12/31/2025	G	6	5	(463.50)	-

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21-13581	440000265757	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YNBT2	1	9/10/2020	622.50	044A	2801	12/31/2025	G	5	5	(622.50)	-
21-13600	440000265776	LENOVO 300E (1B CELERON TOUCH)	P209QQZH	1	9/10/2020	237.50	044A	2801	12/31/2025	G	5	5	(237.50)	-
21-13610	440000265786	LENOVO 300E (1B CELERON TOUCH)	P209QSLD	1	9/10/2020	237.50	044A	2801	12/31/2025	G	5	5	(237.50)	-
21-13614	440000265790	LENOVO 300E (1B CELERON TOUCH)	P209QSZS	1	9/10/2020	237.50	044A	2801	12/31/2025	G	5	5	(237.50)	-
21-13615	440000265791	LENOVO 300E (1B CELERON TOUCH)	P209RHF8	1	9/10/2020	237.50	044A	2801	12/31/2025	G	5	5	(237.50)	-
21-13620	440000265796	LENOVO 300E (1B CELERON TOUCH)	P209RHJT	1	9/10/2020	237.50	044A	2801	12/31/2025	G	5	5	(237.50)	-
21-13621	440000265797	LENOVO 300E (1B CELERON TOUCH)	P209RHDY	1	9/10/2020	237.50	044A	2801	12/31/2025	G	5	5	(237.50)	-
21-13648	440000265824	LENOVO 300E (1B CELERON TOUCH)	P209QTN1	1	9/10/2020	237.50	044A	2801	12/31/2025	G	5	5	(237.50)	-
21-13652	440000265828	LENOVO 300E (1B CELERON TOUCH)	P209RHDW	1	9/10/2020	237.50	044A	2801	12/31/2025	G	5	5	(237.50)	-
21-13668	440000265844	LENOVO 300E (1B CELERON TOUCH)	P209RHCQ	1	9/10/2020	237.50	044A	2801	12/31/2025	G	5	5	(237.50)	-
21-13685	440000265861	LENOVO 300E (1B CELERON TOUCH)	P209Q62Y	1	9/10/2020	237.50	044A	2801	12/31/2025	G	5	5	(237.50)	-
21-13690	440000265866	LENOVO 300E (1B CELERON TOUCH)	P209QSRB	1	9/10/2020	237.50	044A	2801	12/31/2025	G	5	5	(237.50)	-
21-13691	440000265867	LENOVO 300E (1B CELERON TOUCH)	P209QS81	1	9/10/2020	237.50	044A	2801	12/31/2025	G	5	5	(237.50)	-
S16069469	440000167907	LENOVO M800Z DESKTOP	MJ03TZ7C	1	6/14/2016	764.00	044D	2801	12/31/2025	T	10	5	(764.00)	-
03-12021	140000000373	STRIPPER, FLOOR PROPANE ALTO	AK1682	1	12/12/2002	3,944.57	014A	3401	12/31/2025	T	23	7	(3,944.57)	-
94-22822	140000002323	CLEANER VACUUM INDUST BILLYGOAT V2801HP	1657	1	5/6/1994	2,295.00	014A	3401	12/31/2025	G	32	7	(2,295.00)	-
94-38628	140000002334	SCRUBBER AUTO BATTERY HARD FLOOR HAKO 170B	7940024	1	4/15/1994	2,078.00	014A	3401	12/31/2025	G	32	7	(2,078.00)	-
94-38631	140000002335	EXTRACTOR, CARPET COMMODORE	461617	1	4/22/1994	3,622.00	014A	3401	12/31/2025	G	32	7	(3,622.00)	-
21-60295	440000312360	LENOVO 300E 2ND GEN (AMD) TOUCH	R9125H2C	1	4/20/2021	264.50	044A	1871	12/31/2025	G	5	5	(251.28)	13.22
21-60364	440000312429	LENOVO 300E 2ND GEN (AMD) TOUCH	R9125H18	1	4/20/2021	264.50	044A	1871	12/31/2025	G	5	5	(251.28)	13.22
23-04071	440000396920	Laptop, ThinkPad 11e 5th Gen	R914QW9E	1	12/8/2022	284.50	044A	1871	12/31/2025	T	3	5	(175.44)	109.06
23-04119	440000396968	Laptop, ThinkPad 11e 5th Gen	R914QWJL	1	12/8/2022	284.50	044A	1871	12/31/2025	T	3	5	(175.44)	109.06
23-04254	440000397103	Laptop, ThinkPad 11e 5th Gen	R914QHG3	1	12/8/2022	284.50	044A	1871	12/31/2025	T	3	5	(175.44)	109.06
21-60353	440000312418	LENOVO 300E 2ND GEN (AMD) TOUCH	R9125GYK	1	4/20/2021	264.50	044A	1871	12/31/2025	G	5	5	(251.28)	13.22
21-60309	440000312374	LENOVO 300E 2ND GEN (AMD) TOUCH	R9125GZ7	1	4/20/2021	264.50	044A	1871	12/31/2025	G	5	5	(251.28)	13.22
22-46623	440000382120	Laptop, Dell Latitude 3420	C34NRG3	1	1/12/2022	590.50	044A	1871	12/31/2025	T	4	5	(472.40)	118.10
22-46654	440000382151	Laptop, Dell Latitude 3420	C94NRG3	1	1/12/2022	590.50	044A	1871	12/31/2025	T	4	5	(472.40)	118.10
23-04253	440000397102	Laptop, ThinkPad 11e 5th Gen	R914QHG7	1	12/8/2022	284.50	044A	1871	12/31/2025	T	3	5	(175.44)	109.06
23-03825	440000396674	Laptop, ThinkPad 11e 5th Gen	R914PYLQ	1	12/8/2022	284.50	044A	1871	12/31/2025	T	3	5	(175.44)	109.06
23-04201	440000397050	Laptop, ThinkPad 11e 5th Gen	R914Q51E	1	12/8/2022	284.50	044A	1871	12/31/2025	T	3	5	(175.44)	109.06
23-03870	440000396719	Laptop, ThinkPad 11e 5th Gen	R914Q4RL	1	12/8/2022	284.50	044A	1871	12/31/2025	T	3	5	(175.44)	109.06
23-03908	440000396757	Laptop, ThinkPad 11e 5th Gen	R914Q4FP	1	12/8/2022	284.50	044A	1871	12/31/2025	T	3	5	(175.44)	109.06
23-04053	440000396902	Laptop, ThinkPad 11e 5th Gen	R914PKQ8	1	12/8/2022	284.50	044A	1871	12/31/2025	T	3	5	(175.44)	109.06
23-04143	440000396992	Laptop, ThinkPad 11e 5th Gen	R914QWLH	1	12/8/2022	284.50	044A	1871	12/31/2025	T	3	5	(175.44)	109.06
23-03986	440000396835	Laptop, ThinkPad 11e 5th Gen	R914PKJG	1	12/8/2022	284.50	044A	1871	12/31/2025	T	3	5	(175.44)	109.06
23-03864	440000396713	Laptop, ThinkPad 11e 5th Gen	R914Q501	1	12/8/2022	284.50	044A	1871	12/31/2025	T	3	5	(175.44)	109.06
23-04202	440000397051	Laptop, ThinkPad 11e 5th Gen	R914Q50A	1	12/8/2022	284.50	044A	1871	12/31/2025	T	3	5	(175.44)	109.06
23-04221	440000397070	Laptop, ThinkPad 11e 5th Gen	R914QHG2	1	12/8/2022	284.50	044A	1871	12/31/2025	T	3	5	(175.44)	109.06
21-72540	440000325563	LENOVO 300E 2ND GEN (AMD) TOUCH	R9123WFF	1	6/2/2021	264.50	044A	2541	12/31/2025	G	5	5	(242.46)	22.04
22-21842	440000356926	Laptop, Latitude 3190 2-in-1	1W372J3	1	11/4/2021	276.05	044A	2541	12/31/2025	T	4	5	(230.04)	46.01
22-21924	440000357008	Laptop, Latitude 3190 2-in-1	1H5L2J3	1	11/4/2021	276.05	044A	2541	12/31/2025	T	4	5	(230.04)	46.01
19-01168	200000010517	High jump pit	NONE	1	10/8/2018	5,075.00	020A	0251	12/31/2025	T	7	10	(3,679.38)	1,395.62
22-27784	440000363072	LENOVO 300E (1B CELERON TOUCH)	R913ZAYZ	1	12/15/2021	237.50	044A	0241	12/31/2025	G	4	5	(193.96)	43.54
22-27714	440000363002	LENOVO 300E (1B CELERON TOUCH)	R913ZBT6	1	12/15/2021	237.50	044A	0241	12/31/2025	G	4	5	(193.96)	43.54
22-27630	440000362918	LENOVO 300E (1B CELERON TOUCH)	R913ZGRW	1	12/15/2021	237.50	044A	0241	12/31/2025	G	4	5	(193.96)	43.54
22-43593	440000379110	Laptop, Latitude 3190 2-in-1	52WN6G3	1	1/6/2022	276.05	044A	0241	12/31/2025	T	4	5	(220.84)	55.21
22-44856	440000380353	Laptop, Dell Latitude 3420	GK0NRG3	1	1/10/2022	590.50	044A	0241	12/31/2025	T	4	5	(472.40)	118.10
24-09886	440000416757	Lenovo 13w Yoga G2	PW08VSCP	1	2/13/2024	463.50	044A	0241	12/31/2025	G	2	5	(177.68)	285.82
				698		830,513.11							(826,597.76)	3,915.35

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
QUESTIONABLE ITEMS REPORT
DATED : DECEMBER 31ST 2025

	EQUIP NO	ITEM DESCRIPTION	SERIAL NUMBER	ACQUISITION DATE	CLASS	OLD LOCATION	AGE in Years	EUL in Years	NET BK VAL	BROKEN	OBSOLETE	OTHER	NOTES
1	21-60295	LENOVO 300E 2ND GEN (AMD) TOUCH	R9125H2C	4/20/2021	044A	1871	5	5	13.22		X		Beyond Economical Repair
2	21-60364	LENOVO 300E 2ND GEN (AMD) TOUCH	R9125H18	4/20/2021	044A	1871	5	5	13.22		X		Beyond Economical Repair
3	23-04071	Laptop, ThinkPad 11e 5th Gen	R914QW9E	12/8/2022	044A	1871	3	5	109.06		X		Beyond Economical Repair
4	23-04119	Laptop, ThinkPad 11e 5th Gen	R914QWJL	12/8/2022	044A	1871	3	5	109.06		X		Beyond Economical Repair
5	23-04254	Laptop, ThinkPad 11e 5th Gen	R914QHG3	12/8/2022	044A	1871	3	5	109.06		X		Beyond Economical Repair
6	21-60353	LENOVO 300E 2ND GEN (AMD) TOUCH	R9125GYK	04/20/21	044A	1871	5	5	13.22		X		Beyond Economical Repair
7	21-60309	LENOVO 300E 2ND GEN (AMD) TOUCH	R9125GZ7	04/20/21	044A	1871	5	5	13.22		X		Beyond Economical Repair
8	22-46623	Laptop, Dell Latitude 3420	C34NRG3	01/12/22	044A	1871	4	5	118.10		X		Beyond Economical Repair
9	22-46654	Laptop, Dell Latitude 3420	C94NRG3	01/12/22	044A	1871	4	5	118.10		X		Beyond Economical Repair
10	23-04253	Laptop, ThinkPad 11e 5th Gen	R914QHG7	12/08/22	044A	1871	3	5	109.06		X		Beyond Economical Repair
11	23-03825	Laptop, ThinkPad 11e 5th Gen	R914PYLQ	12/08/22	044A	1871	3	5	109.06		X		Beyond Economical Repair
12	23-04201	Laptop, ThinkPad 11e 5th Gen	R914Q51E	12/08/22	044A	1871	3	5	109.06		X		Beyond Economical Repair
13	23-03870	Laptop, ThinkPad 11e 5th Gen	R914Q4RL	12/08/22	044A	1871	3	5	109.06		X		Beyond Economical Repair
14	23-03908	Laptop, ThinkPad 11e 5th Gen	R914Q4FP	12/08/22	044A	1871	3	5	109.06		X		Beyond Economical Repair
15	23-04053	Laptop, ThinkPad 11e 5th Gen	R914PKQ8	12/08/22	044A	1871	3	5	109.06		X		Beyond Economical Repair
16	23-04143	Laptop, ThinkPad 11e 5th Gen	R914QWLH	12/08/22	044A	1871	3	5	109.06		X		Beyond Economical Repair
17	23-03986	Laptop, ThinkPad 11e 5th Gen	R914PKJG	12/08/22	044A	1871	3	5	109.06		X		Beyond Economical Repair
18	23-03864	Laptop, ThinkPad 11e 5th Gen	R914Q501	12/08/22	044A	1871	3	5	109.06		X		Beyond Economical Repair
19	23-04202	Laptop, ThinkPad 11e 5th Gen	R914Q50A	12/08/22	044A	1871	3	5	109.06		X		Beyond Economical Repair
20	23-04221	Laptop, ThinkPad 11e 5th Gen	R914QHG2	12/08/22	044A	1871	3	5	109.06		X		Beyond Economical Repair
21	21-72540	LENOVO 300E 2ND GEN (AMD) TOUCH	R9123WFF	06/02/21	044A	2541	5	5	22.04		X		Beyond Economical Repair
22	22-21842	Laptop, Latitude 3190 2-in-1	1W372J3	11/04/21	044A	2541	4	5	46.01		X		Beyond Economical Repair
23	22-21924	Laptop, Latitude 3190 2-in-1	1H5L2J3	11/04/21	044A	2541	4	5	46.01		X		Beyond Economical Repair
24	19-01168	High jump pit	NONE	10/08/18	020A	0251	7	10	1,395.62		X		Beyond Economical Repair
25	22-27784	LENOVO 300E (1B CELERON TOUCH)	R913ZAYZ	12/15/21	044A	0241	4	5	43.54		X		Beyond Economical Repair
26	22-27714	LENOVO 300E (1B CELERON TOUCH)	R913ZBT6	12/15/21	044A	0241	4	5	43.54		X		Beyond Economical Repair
27	22-27630	LENOVO 300E (1B CELERON TOUCH)	R913ZGRW	12/15/21	044A	0241	4	5	43.54		X		Beyond Economical Repair
28	22-43593	Laptop, Latitude 3190 2-in-1	52WN6G3	01/06/22	044A	0241	4	5	55.21		X		Beyond Economical Repair
29	22-44856	Laptop, Dell Latitude 3420	GK0NRG3	01/10/22	044A	0241	4	5	118.10		X		Beyond Economical Repair
30	24-09886	Lenovo 13w Yoga G2	PW08VSCP	02/13/24	044A	0241	2	5	285.82		X		Beyond Economical Repair
									3,915.35				

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	F. Financial Management
DEPARTMENT:	Budget

Agenda Item Number:	F-2.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Budget Report for the Period Ended December 31, 2025

REQUESTED ACTION:

Approve the Budget Reports for the period ended December 31, 2025. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- December 2025 Budget Report
- F-2 Response

FINANCIAL IMPACT:

No additional financial impact.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir Johnson	Phone:	754-321-1990
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Feb 10, 2026

Electronic Signature

Approved in Open Board Meeting On: February 10, 2026

By: School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:

Name: Romaneir Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

EXECUTIVE SUMMARY

Budget Report for the Period Ended December 31, 2025

Board Meeting Date: February 10, 2026

Requested Action:
Approve the Budget Report for the period ended December 31, 2025.

School Board Policy Requirement/Authority:
This item is not required by School Board Policy, but is statutorily required as described below.

Statutory Requirement/Authority:
This item is required in accordance with Section 1011.06(2), Florida Statutes, monthly statements must be submitted to the School Board showing the revenues, expenditures, and balances of the various funds of the District.

District-zone Impact: District-wide

Impact of the School Board's Vote:
- If the School Board votes "Yes": The Board will approve the Budget Report for the period ended December 31, 2025. Approval ensures continued transparency and compliance with statutory financial reporting requirements, providing a complete record of revenues earned, expenditures incurred, and fund balances by major fund type. These reports allow the Board and administration to monitor fiscal trends, evaluate budget performance, and make informed financial decisions.
- If the School Board votes "No": The Board will not approve the Budget Report for the period ended December 31, 2025. Failure to approve the report could delay public transparency of the District's financial position, interrupt required monitoring of fund balances and spending patterns, and risk non-compliance with Section 1011.06(2), Florida Statutes. It may also hinder the timely submission of financial documentation used to inform future budget amendments, year-end projections, and required state reporting.

Background/History
The FY 2025-26 budgets were adopted by the School Board on September 9, 2025. Following budget adoption, amendments are processed as necessary to reflect changes in revenues, expenditures, and funding allocations and are reported to the Board through monthly financial reports.

The attached Budget Report presents the adopted and amended budgets compared to actual revenues earned and expenditures incurred through December 31, 2025. This information provides a point-in-time snapshot of the District's financial position and supports ongoing monitoring of budget execution, efficiency, and fiscal trends.

All financial activity is recorded in accordance with applicable accounting standards and is subject to annual independent external audit. When applicable, the report reflects budget amendments resulting from changes in funding sources, program needs, or operational requirements.

Alignment to 2027 Goals and Guardrails:
Business Operations

Measurable Outcome(s)/Return on Investment:
Provides timely financial transparency, supports statutory compliance, and enables ongoing oversight of budget execution, fund balance trends, and fiscal sustainability in alignment with the District's Strategic Plan.

Financial Impact, Funding Source & Budget Status:
This item is informational in nature and does not authorize additional spending. The Budget Report reflects revenues earned and expenditures incurred through December 31, 2025, across all major District funds.

Based on financial activity recorded to date and approved budget amendments reflected in this report, the District is projecting an impact to the General Fund Unassigned Fund Balance for FY 2025-26. The District continues to operate in a constrained fiscal environment driven by enrollment-related funding reductions, expenditure pressures, and limited budgetary flexibility. In order to preserve fiscal stability and ensure compliance General Fund fund balance, the District has implemented a hiring freeze and travel freeze and is evaluating the need for additional expenditure controls. The School Board recently approved the closure and consolidation of six schools effective next school year to better align facility utilization and operating costs with enrollment levels. These actions are intended to support long-term expenditure alignment and operational efficiency as enrollment trends evolve

These measures are intended to manage spending growth, protect fund balance levels, and maintain the District's ability to meet ongoing operational and contractual obligations. District leadership will continue to closely monitor revenue collections, expenditure trends, and fund balance positions and will provide the School Board with updates on the effectiveness of these actions, as well as any recommended adjustments, through future budget reports and agenda items.

Multi-year agreement: Yes / No
No. This item reflects financial activity for the current fiscal year and does not involve any contractual agreements.

Procurement Method:
The Budget Report is informational and does not require procurement actions or vendor selection.

Impact on Schools:
This Budget Report supports the School Board's oversight of financial resources used to support schools and provides early insight into expenditure and funding trends that may affect school operations later in the fiscal year.

If there is an impact on schools, how will schools be selected/prioritized:
This Budget Report is districtwide in nature and does not involve the selection or prioritization of individual schools. The report provides an overall financial perspective to support equitable resource management across all schools.

Stakeholder Engagement/ End-User Input:
This item is a statutory monthly Budget Report based on budget and accounting records and does not involve discretionary decisions that would require stakeholder or end-user input.

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
The Budget Report reflects capital fund activity but does not authorize new technology, equipment, or facility expenditures.

Additional Backup:
The December 2025 Budget Report is attached and includes both summary and detailed financial statements for the General Fund, Referendum Fund, Debt Service, Capital Projects, and Special Revenue funds, including Food Service, Grants, and Miscellaneous funds.

The report provides:

- Adopted and amended budgets through December 31, 2025;
- Year-to-date revenues and expenditures by object and function;
- Fund balance analysis reflecting projected year-end positions; and
- Explanatory notes describing significant changes or variances.

This report provides a cumulative record of District financial activity for the fiscal year to date and supports ongoing School Board oversight of revenues, expenditures, and fund balances in accordance with statutory requirements and internal fiscal controls. Monthly budget reporting continues throughout the fiscal year and culminates with the Superintendent's Annual Financial Report (SAFR) following year-end close.

BROWARD COUNTY

PUBLIC SCHOOLS

BUDGET REPORT

For the Period Ended December 31, 2025

Prepared by Financial Management

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH DECEMBER 31, 2025

FOR FISCAL YEAR 2025-26

GENERAL FUND ONLY

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Revised Budget November 30, 2025	Revised Budget December 31, 2025	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures December 31, 2025	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/B
ESTIMATED REVENUES:								
Federal Sources	2,000,000	2,000,000	2,000,000		-	934,936	1,065,064	46.7%
Federal Through State	11,996,500	11,996,500	11,996,500		-	5,854,525	6,141,975	48.8%
State Sources	983,303,878	983,303,878	998,236,444	A	14,932,566	507,033,510	491,202,934	50.8%
Local Sources	1,347,470,567	1,347,470,567	1,347,470,567		-	1,063,516,165	283,954,402	78.9%
Other Sources	213,056,123	213,056,123	213,056,123		-	69,519,693	143,536,430	32.6%
Charter School Pass-Through [1]	(444,305,175)	(444,305,175)	(447,339,022)	A	(3,033,847)	(220,981,307)	(226,357,715)	49.4%
TOTAL REVENUES & TRANSFERS	**2,113,521,893**	**2,113,521,893**	**2,125,420,612**		**11,898,719**	**1,425,877,522**	**699,543,090**	**67.1%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries	1,181,642,857	1,182,995,634	1,192,677,261	A	9,681,627	602,340,004	590,337,257	50.5%
Benefits	496,687,048	496,996,834	499,213,926	A	2,217,092	244,991,238	254,222,688	49.1%
Purchased Services	654,962,357	661,916,905	672,481,930	A-D	10,565,025	359,796,681	312,685,249	53.5%
Energy Services	70,181,637	70,181,637	70,181,637		-	29,757,794	40,423,843	42.4%
Materials and Supplies	80,940,041	88,086,978	88,086,978		-	37,194,206	50,892,772	42.2%
Capital Outlay	27,744,326	27,744,326	27,744,326		-	14,644,333	13,099,993	52.8%
Other Expenses	45,847,367	46,447,367	46,447,367		-	19,467,221	26,980,146	41.9%
Transfers Out	40,000	466,253	466,253		-	127,757	338,496	27.4%
Charter School Pass-Through [1]	(444,305,175)	(444,305,175)	(447,339,022)	A	(3,033,847)	(220,981,307)	(226,357,715)	49.4%
TOTAL ESTIMATED EXPENDITURES	**2,113,740,458**	**2,130,530,759**	**2,149,960,656**		**19,429,897**	**1,087,337,927**	**1,062,622,729**	**50.6%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(218,565)**	**(17,008,866)**	**(24,540,044)**		**(7,531,178)**	**338,539,595**	**(363,079,639)**	
BEGINNING FUND BALANCE	**205,958,255**	**205,958,255**	**205,958,255**			**205,958,255**		
TAN Loan[2]		250,165,000	250,165,000		-	250,165,000		
BEGINNING FUND BALANCE (with TAN[2])		**456,123,255**	**456,123,255**			**456,123,255**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(218,565)**	**(17,008,866)**	**(24,540,044)**			**338,539,595**		
ESTIMATED ENDING FUND BALANCE	**205,739,690**	**439,114,389**	**431,583,211**			**794,662,850**		

NOTES:

[1] Charter school funding is excluded as pass-through funding. This amount includes both Capital Projects Fund Transfers to the General Fund for charter schools ($32M) as well as FEFP.

[2] The TAN Loan, or Tax Anticipation Note, is a short-term borrowing used to address cash flow needs.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH DECEMBER 31, 2025

FOR FISCAL YEAR 2025-26

GENERAL FUND ONLY

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Revised Budget November 30, 2025	Revised Budget December 31, 2025	Notes	Budget Increase/ (Decrease) Over Previous Month B-A	YTD/Actuals Rev/Expenditures December 31, 2025	YTD/Variance Revised Budget to Actual B-D	Percentage Collected of Revised Budget D/B
ESTIMATED REVENUES:								
Federal Sources	2,000,000	2,000,000	2,000,000		-	934,936	1,065,064	47%
Federal Through State	11,996,500	11,996,500	11,996,500		-	5,854,525	6,141,975	48.8%
State Sources	983,303,878	983,303,878	998,236,444	A	14,932,566	507,033,510	491,202,934	50.8%
Local Sources	1,347,470,567	1,347,470,567	1,347,470,567		-	1,063,516,165	283,954,402	78.9%
Other Sources	213,056,123	213,056,123	213,056,123		-	69,519,693	143,536,430	32.6%
Charter School Pass-Through [1]	(444,305,175)	(444,305,175)	(447,339,022)	A	(3,033,847)	(220,981,307)	(226,357,715)	49.4%
TOTAL REVENUES & TRANSFERS	**2,113,521,893**	**2,113,521,893**	**2,125,420,612**		**11,898,719**	**1,425,877,522**	**699,543,090**	**67.1%**
ESTIMATED EXPENDITURES BY FUNCTION:								
Instruction	1,657,872,419	1,664,854,954	1,681,264,135	A-B	16,409,181	800,845,318	880,418,817	47.6%
Pupil Services	103,880,312	106,609,655	112,984,218	C	6,374,563	75,167,527	37,816,691	66.5%
Instructional Media	25,556,301	25,556,301	25,556,301		-	12,690,795	12,865,506	49.7%
Instruction & Curriculum	37,152,538	37,152,538	37,152,538		-	19,385,756	17,766,782	52.2%
Instructional Staff Training	6,495,532	6,495,532	6,495,532		-	2,948,271	3,547,261	45.4%
Instructional Technology	35,911,876	39,170,926	39,170,926		-	19,055,505	20,115,421	48.6%
Board Expenses-Contracted Svs	7,819,790	7,819,790	7,819,790		-	4,605,927	3,213,863	58.9%
General Administration	12,837,196	13,579,303	13,259,303	D	(320,000)	6,080,470	7,178,833	45.9%
School Administration	147,187,700	147,187,700	147,187,700		-	80,461,611	66,726,089	54.7%
Facilities	20,145,000	20,145,000	20,145,000		-	8,173,705	11,971,295	40.6%
Fiscal Services	10,511,838	10,996,489	10,996,489		-	6,732,267	4,264,222	61.2%
Food Services	-	-	-		-	-	-	0.0%
Central Services	67,590,512	67,590,512	67,590,512		-	36,874,271	30,716,241	54.6%
Transportation	95,938,111	95,447,703	95,447,703		-	51,941,908	43,505,795	54.4%
Operation of Plant	214,491,729	214,491,729	214,491,729		-	107,677,314	106,814,415	50.2%
Maintenance of Plant	73,876,457	73,876,457	73,876,457		-	50,427,771	23,448,686	68.3%
Administrative Technology	19,187,319	19,187,319	19,187,319		-	15,358,657	3,828,662	80.0%
Community Services	9,894,424	12,551,194	12,551,194		-	7,884,157	4,667,037	62.8%
Debt Service	11,656,579	11,656,579	11,656,579		-	1,880,247	9,776,332	16.1%
Transfers Out	40,000	466,253	466,253		-	127,757	338,496	27.4%
Proprietary and Fiduciary Expense	-	-	-		-	-	-	0.0%
Charter School Pass-Through [1]	(444,305,175)	(444,305,175)	(447,339,022)	A	(3,033,847)	(220,981,307)	(226,357,715)	49.4%
TOTAL ESTIMATED EXPENDITURES	**2,113,740,458**	**2,130,530,759**	**2,149,960,656**		**19,429,897**	**1,087,337,927**	**1,062,622,729**	**50.6%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(218,565)**	**(17,008,866)**	**(24,540,044)**		**(7,531,178)**	**338,539,595**	**(363,079,639)**	
BEGINNING FUND BALANCE	**205,958,255**	**205,958,255**	**205,958,255**			**205,958,255**		
TAN Loan[2]		250,165,000	250,165,000		-	250,165,000		
BEGINNING FUND BALANCE (with TAN[2])		**456,123,255**	**456,123,255**			**456,123,255**		
NET REVENUE OVER/(UNDER) EXPENDITURES		**(17,008,866)**	**(24,540,044)**			**338,539,595**		
ESTIMATED ENDING FUND BALANCE	**205,958,255**	**439,114,389**	**431,583,211**			**794,662,850**		

NOTES:

[1] Charter school funding is excluded as pass-through funding. This amount includes both Capital Projects Fund Transfers to the General Fund for charter schools ($32M) as well as FEFP.

[2] The TAN Loan, or Tax Anticipation Note, is a short-term borrowing used to address cash flow needs.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH DECEMBER 31, 2025

FOR FISCAL YEAR 2025-26

REFERENDUM ONLY

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Revised Budget November 30, 2025	Revised Budget December 31, 2025	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures December 31, 2025	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/C
ESTIMATED REVENUES:								
Federal Sources								
Federal Through State								
State Sources								
Local Sources	333,273,519	333,273,519	333,273,519		-	269,177,887	64,095,632	80.8%
Other Sources								
Charter School Pass-Through [1]	(70,285,997)	(70,285,997)	(70,285,997)		-	(35,844,637)	(34,441,360)	51.0%
TOTAL REVENUES & TRANSFERS	**262,987,522**	**262,987,522**	**262,987,522**		**-**	**233,333,250**	**29,654,272**	**88.7%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries	168,337,533	168,337,533	168,337,533		-	71,531,882	96,805,651	42.5%
Benefits	41,905,059	41,905,059	41,905,059		-	14,631,964	27,273,095	34.9%
Purchased Services	121,536,879	121,536,879	121,536,879		-	68,412,961	53,123,918	56.3%
Energy Services						-		
Materials and Supplies	23,105	23,105	23,105		-	-	23,105	0.0%
Capital Outlay[2]	1,459,998	1,459,998	1,459,998		-	-	1,459,998	0.0%
Other Expenses	10,945	10,945	10,945		-	-	10,945	
Transfers Out								
Charter School Pass-Through [1]	(70,285,997)	(70,285,997)	(70,285,997)		-	(35,844,637)	(34,441,360)	51.0%
TOTAL ESTIMATED EXPENDITURES	**262,987,522**	**262,987,522**	**262,987,522**		**-**	**118,732,170**	**144,255,352**	**45.1%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**-**	**-**	**-**		**-**	**114,601,080**	**(114,601,080)**	
BEGINNING FUND BALANCE		**-**	**-**			**-**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**-**	**-**	**-**			**114,601,080**		
ESTIMATED ENDING FUND BALANCE	**-**	**-**	**-**			**114,601,080**		

NOTES:

[1] Charter school funding is excluded as pass-through funding.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH DECEMBER 31, 2025

FOR FISCAL YEAR 2025-26

REFERENDUM ONLY

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Revised Budget November 30, 2025	Revised Budget December 31, 2025	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures December 31, 2025	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/C
ESTIMATED REVENUES:								
Federal Sources								
Federal Through State								
State Sources								
Local Sources	333,273,519	333,273,519	333,273,519		-	269,177,887	64,095,632	80.8%
Other Sources								
Charter School Pass-Through [1]	(70,285,997)	(70,285,997)	(70,285,997)		-	(35,844,637)	(34,441,360)	51.0%
TOTAL REVENUES & TRANSFERS	**262,987,522**	**262,987,522**	**262,987,522**		**-**	**233,333,250**	**29,654,272**	**88.7%**
ESTIMATED EXPENDITURES BY FUNCTION:								
Instruction	220,784,582	220,784,582	220,784,582		-	109,633,997	111,150,585	49.7%
Pupil Services	48,202,329	48,202,329	48,202,329		-	16,942,741	31,259,588	35.1%
Instructional Media	-	-	-		-	376	(376)	0.0%
Instruction & Curriculum	1,369,320	1,369,320	1,369,320		-	1,476,416	(107,096)	107.8%
Instructional Staff Training	-	-	-		-	-	-	0.0%
Instructional Technology	1,945,895	1,945,895	1,945,895		-	1,001,950	943,945	51.5%
Board Expenses-Contracted Svs	161,168	161,168	161,168		-	75,773	85,395	47.0%
General Administration	776,141	776,141	776,141		-	677,798	98,343	87.3%
School Administration	7,727,705	7,727,705	7,727,705		-	3,064,427	4,663,278	39.7%
Facilities	-	-	-		-	-	-	0.0%
Fiscal Services	633,428	633,428	633,428		-	264,767	368,661	41.8%
Food Services	-	-	-		-	-	-	0.0%
Central Services	7,727,705	7,727,705	7,727,705		-	1,887,347	5,840,358	24.4%
Transportation	3,017,118	3,017,118	3,017,118		-	1,332,655	1,684,463	44.2%
Operation of Plant	37,789,634	37,789,634	37,789,634		-	16,835,312	20,954,322	44.6%
Maintenance of Plant	3,084,179	3,084,179	3,084,179		-	1,293,224	1,790,955	41.9%
Administrative Technology	44,785	44,785	44,785		-	90,024	(45,239)	201.0%
Community Services	9,530	9,530	9,530		-	-	9,530	0.0%
Debt Service								
Transfers Out								
Proprietary and Fiduciary Expense								
Charter School Pass-Through [1]	(70,285,997)	(70,285,997)	(70,285,997)		-	(35,844,637)	(34,441,360)	51.0%
TOTAL ESTIMATED EXPENDITURES	**262,987,522**	**262,987,522**	**262,987,522**		**-**	**118,732,170**	**144,255,352**	**45.1%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**-**	**-**	**-**		**-**	**114,601,080**	**(114,601,080)**	
BEGINNING FUND BALANCE	**-**	**-**	**-**			**-**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**-**	**-**	**-**			**114,601,080**		
ESTIMATED ENDING FUND BALANCE	**-**	**-**	**-**			**114,601,080**		

NOTES:

[1] Charter school funding is excluded as pass-through funding.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH DECEMBER 31, 2025

FOR FISCAL YEAR 2025-26

GENERAL FUND & REFERENDUM COMBINED

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Revised Budget November 30, 2025	Revised Budget December 31, 2025	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures December 31, 2025	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/C
ESTIMATED REVENUES:								
Federal Sources	2,000,000	2,000,000	2,000,000		-	934,936	1,065,064	46.7%
Federal Through State	11,996,500	11,996,500	11,996,500		-	5,854,525	6,141,975	48.8%
State Sources	983,303,878	983,303,878	998,236,444	A	14,932,566	507,033,510	491,202,934	50.8%
Local Sources	1,680,744,086	1,680,744,086	1,680,744,086		-	1,332,694,052	348,050,034	79.3%
Other Sources	213,056,123	213,056,123	213,056,123		-	69,519,693	143,536,430	32.6%
Charter School Pass-Through [1]	(514,591,172)	(514,591,172)	(517,625,019)	A	(3,033,847)	(256,825,944)	(260,799,075)	49.6%
TOTAL REVENUES & TRANSFERS	**2,376,509,415**	**2,376,509,415**	**2,388,408,134**		**11,898,719**	**1,659,210,772**	**729,197,362**	**69.5%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries	1,349,980,390	1,351,333,167	1,361,014,794	A	9,681,627	673,871,886	687,142,908	49.5%
Benefits	538,592,107	538,901,893	541,118,985	A	2,217,092	259,623,202	281,495,783	48.0%
Purchased Services	776,499,236	783,453,784	794,018,809	A-D	10,565,025	428,209,642	365,809,167	53.9%
Energy Services	70,181,637	70,181,637	70,181,637		-	29,757,794	40,423,843	42.4%
Materials and Supplies	80,963,146	88,110,083	88,110,083		-	37,194,206	50,915,877	42.2%
Capital Outlay	29,204,324	29,204,324	29,204,324		-	14,644,333	14,559,991	50.1%
Other Expenses	45,858,312	46,458,312	46,458,312		-	19,467,221	26,991,091	41.9%
Transfers Out	40,000	466,253	466,253		-	127,757	338,496	27.4%
Charter School Pass-Through [1]	(514,591,172)	(514,591,172)	(517,625,019)	A	(3,033,847)	(256,825,944)	(260,799,075)	49.6%
TOTAL ESTIMATED EXPENDITURES	**2,376,727,980**	**2,393,518,281**	**2,412,948,178**		**19,429,897**	**1,206,070,097**	**1,206,878,081**	**50.0%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(218,565)**	**(17,008,866)**	**(24,540,044)**		**(7,531,178)**	**453,140,675**	**(477,680,719)**	
BEGINNING FUND BALANCE	**205,958,255**	**205,958,255**	**205,958,255**		**-**	**205,958,255**		
TAN Loan[2]		250,165,000	250,165,000			250,165,000		
BEGINNING FUND BALANCE (with TAN[2])		**456,123,255**	**456,123,255**		**-**	**456,123,255**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(218,565)**	**(17,008,866)**	**(24,540,044)**		**-**	**453,140,675**		
ESTIMATED ENDING FUND BALANCE	**205,739,690**	**439,114,389**	**431,583,211**		**-**	**909,263,930**		

NOTES:

[1] Charter school funding is excluded as pass-through funding. This amount includes both Capital Projects Fund Transfers to the General Fund for charter schools ($32M) as well as FEFP.

[2] The TAN Loan, or Tax Anticipation Note, is a short-term borrowing used to address cash flow needs.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH DECEMBER 31, 2025

FOR FISCAL YEAR 2025-26

GENERAL FUND & REFERENDUM COMBINED

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Revised Budget November 30, 2025	Revised Budget December 31, 2025	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures December 31, 2025	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/C
ESTIMATED REVENUES:								
Federal Sources	2,000,000	2,000,000	2,000,000		-	934,936	1,065,064	46.7%
Federal Through State	11,996,500	11,996,500	11,996,500		-	5,854,525	6,141,975	48.8%
State Sources	983,303,878	983,303,878	998,236,444	A	14,932,566	507,033,510	491,202,934	50.8%
Local Sources	1,680,744,086	1,680,744,086	1,680,744,086		-	1,332,694,052	348,050,034	79.3%
Other Sources	213,056,123	213,056,123	213,056,123		-	69,519,693	143,536,430	32.6%
Charter School Pass-Through [1]	(514,591,172)	(514,591,172)	(517,625,019)	A	(3,033,847)	(256,825,944)	(260,799,075)	49.6%
TOTAL REVENUES & TRANSFERS	**2,376,509,415**	**2,376,509,415**	**2,388,408,134**		**11,898,719**	**1,659,210,772**	**729,197,362**	**69.5%**
ESTIMATED EXPENDITURES BY FUNCTION:								
Instruction	1,878,657,001	1,885,639,536	1,902,048,717	A-B	16,409,181	910,479,315	991,569,402	47.9%
Pupil Services	152,082,641	154,811,984	161,186,547	C	6,374,563	92,110,268	69,076,279	57.1%
Instructional Media	25,556,301	25,556,301	25,556,301		-	12,691,171	12,865,130	49.7%
Instruction & Curriculum	38,521,858	38,521,858	38,521,858		-	20,862,172	17,659,686	54.2%
Instructional Staff Training	6,495,532	6,495,532	6,495,532		-	2,948,271	3,547,261	45.4%
Instructional Technology	37,857,771	41,116,821	41,116,821		-	20,057,455	21,059,366	48.8%
Board Expenses-Contracted Svs	7,980,958	7,980,958	7,980,958		-	4,681,700	3,299,258	58.7%
General Administration	13,613,337	14,355,444	14,035,444	D	(320,000)	6,758,268	7,277,176	48.2%
School Administration	154,915,405	154,915,405	154,915,405		-	83,526,038	71,389,367	53.9%
Facilities	20,145,000	20,145,000	20,145,000		-	8,173,705	11,971,295	40.6%
Fiscal Services	11,145,266	11,629,917	11,629,917		-	6,997,034	4,632,883	60.2%
Food Services	-	-	-		-	-	-	0.0%
Central Services	75,318,217	75,318,217	75,318,217		-	38,761,618	36,556,599	51.5%
Transportation	98,955,229	98,464,821	98,464,821		-	53,274,563	45,190,258	54.1%
Operation of Plant	252,281,363	252,281,363	252,281,363		-	124,512,626	127,768,737	49.4%
Maintenance of Plant	76,960,636	76,960,636	76,960,636		-	51,720,995	25,239,641	67.2%
Administrative Technology	19,232,104	19,232,104	19,232,104		-	15,448,681	3,783,423	80.3%
Community Services	9,903,954	12,560,724	12,560,724		-	7,884,157	4,676,567	62.8%
Debt Service	11,656,579	11,656,579	11,656,579		-	1,880,247	9,776,332	16.1%
Transfers Out	40,000	466,253	466,253		-	127,757	338,496	27.4%
Proprietary and Fiduciary Expense	-	-	-		-	-	-	0.0%
Charter School Pass-Through [1]	(514,591,172)	(514,591,172)	(517,625,019)	A	(3,033,847)	(256,825,944)	(260,799,075)	49.6%
TOTAL ESTIMATED EXPENDITURES	**2,376,727,980**	**2,393,518,281**	**2,412,948,178**		**19,429,897**	**1,206,070,097**	**1,206,878,081**	**50.0%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(218,565)**	**(17,008,866)**	**(24,540,044)**		**(7,531,178)**	**453,140,675**	**(477,680,719)**	
BEGINNING FUND BALANCE	**205,958,255**	**205,958,255**	**205,958,255**		**-**	**205,958,255**		
TAN Loan[2]		250,165,000	250,165,000			250,165,000		
BEGINNING FUND BALANCE (with TAN[2])		**456,123,255**	**456,123,255**		**-**	**456,123,255**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(218,565)**	**(17,008,866)**	**(24,540,044)**		**-**	**453,140,675**		
ESTIMATED ENDING FUND BALANCE	**205,739,690**	**439,114,389**	**431,583,211**		**-**	**909,263,930**		

NOTES:

[1] Charter school funding is excluded as pass-through funding. This amount includes both Capital Projects Fund Transfers to the General Fund for charter schools ($32M) as well as FEFP.

[2] The TAN Loan, or Tax Anticipation Note, is a short-term borrowing used to address cash flow needs.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
BUDGET AMENDMENTS as of DECEMBER 31, 2025
FOR FISCAL YEAR 2025-26
AMENDED FUNDS

Revenue - General Fund Only

GENERAL FUND AMENDMENT #3	Notes	Traditional	Charter	Total
School Recognition State Funding	A	11,898,719	3,033,847	14,932,566
Revenue Sources - General Fund Only				14,932,566
Total Revenue				**14,932,566**

Appropriations - General Fund Only

Appropriation Adjustments - General Fund Only

By Object		Notes	Amount	Sub-Total	Total
Salaries	School Recognition State Funding	A	9,681,627	9,681,627	
Benefits	School Recognition State Funding	A	2,217,092	2,217,092	
Purchased Services	School Recognition State Funding	A	3,033,847		
Purchased Services	Cambridge AICE exam - Secondary Learning	B	400,000		
Purchased Services	Certiport Technical Training Aids - CTACE	B	1,076,615		
Purchased Services	Nursing Contracts	C	6,374,563		
Purchased Services	Dept Budget Review-Chief of Staff	D	(320,000)	10,565,025	
Total				**By Object**	**22,463,744**

Appropriations - General Fund Only

Appropriation Adjustments - General Fund Only

By Function			Notes	Amount	Sub-Total	Total
1	Instruction	School Recognition State Funding	A	9,681,627		
1	Instruction	School Recognition State Funding	A	2,217,092		
1	Instruction	School Recognition State Funding	A	3,033,847		
1	Instruction	Certiport Technical Training Aids - CTACE	B	1,076,615		
1	Instruction	Cambridge AICE exam - Secondary Learning	B	400,000	16,409,181	
2	Pupil Services	Nursing Contracts	C	6,374,563	6,374,563	
8	General Administration	Dept Budget Review-Chief of Staff	D	(320,000)	(320,000)	
Total					**By Function**	**22,463,744**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
BUDGET AMENDMENTS as of DECEMBER 31, 2025
FOR FISCAL YEAR 2025-26
AMENDED FUNDS

Budget Amendment #3 Net Impact

GENERAL FUND AMENDMENT #3	
Revenue Sources - General Fund Only	14,932,566
Appropriation Adjustments - General Fund Only	(22,463,744)
Budget Net Impact	(7,531,178)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
FUND BALANCE ANAYLSIS as of DECEMBER 31, 2025
FOR FISCAL YEAR 2025-26
GENERAL FUND COMBINED

		Fund Balance Beginning		Fund Balance 12/31/2025
GENERAL FUND - Fund Balance				
Nonspendable				
Inventories:				
General Fund		12,884,000		12,884,000
Prepaids		20,117,000		20,117,000
Total Nonspendable		**33,001,000**		**33,001,000**
Restricted:				
State Required Carryover		1,384,000		-
Workforce Development		1,870,000		-
Total Restricted		**3,254,000**		**-**
Committed:				
Self-Insurance		**54,327,000**		**54,327,000**
Assigned:				
School Operations - Encumbrances		1,341,000		1,341,000
Unrestricted		53,460,000		53,460,000
OPEB		5,752,000		5,752,000
Total Assigned		**60,553,000**		**60,553,000**
Unassigned:		54,823,000		33,537,211
Total Unassigned		**54,823,000**		**33,537,211**
Total Assigned and Unassigned		**115,376,000**		**94,090,211**
Total Fund Balance		**205,958,000**		**181,418,211**
Revenue	**2,376,509,415**		**2,388,408,134**	
Revenue Divided By Total Assigned and Unassigned		4.85%	Percent of Revenue	3.94%
			Percent of Revenue Prior Month	4.28%
			Variance	-0.34%

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Current Net Position and Fund Balance Projection
General Fund & Referendum Combined

---------- Year-to-Date Actual ----------

Year-to-Date Net Position for the Period Ended December 31, 2025	
Description	Year-to-Date Rev/Expend
Revenues Received (Less Beginning Fund Balance)	$1,589,691,079
Less: Expenditures	(1,205,942,340)
Excess/(Deficiency)	383,748,739
Non-Revenue Sources Less Transfers Out	69,391,936
Net Change in General Fund Balance	453,140,675
Add TAN Loan[1]	*250,165,000*
Fund Balance as of 7/1/2025 (Budget Adoption)	205,958,255
Year-to-Date Month End Net Position	**$909,263,930**

---------- Projection ----------

Projected Year-End Fund Balance June 30, 2026		
Description	Year-to-Date Rev/Expend	
Revenues Received (Less Beginning Fund Balance)	$2,175,352,011	
Less: Expenditures	2,412,481,925	
Excess/(Deficiency)	(237,129,914)	
Non-Revenue Sources Less Transfers Out	212,589,870	
Net Change in General Fund Balance	(24,540,044)	
Fund Balance as of 7/1/2025 (Budget Adoption)	205,958,255	
Projected Year-End Fund Balance, 6/30/2026	**$181,418,211**	**(A)**

(A) Projected Year-End Fund Balance Detail		**As a % of Revenue and Non-Revenue Sources Less Transfers Out**	
Nonspendable Fund Balance, 6/30/2026	33,001,000	1.4%	
Restricted Fund Balance, 6/30/2026	-	0.0%	
Committed Fund Balance, 6/30/2026	54,327,000	2.3%	
Assigned Fund Balance, 6/30/2026	60,553,000	2.5%	**3.94%**
Unassigned Fund Balance, 6/30/2026	33,537,211	1.4%	
Total Ending Fund Balance	**181,418,211**	**7.6%**	

[1] The TAN Loan, or Tax Anticipation Note, is a short-term borrowing used to address cash flow needs.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH DECEMBER 31, 2025

FOR FISCAL YEAR 2025-26

DEBT SERVICE FUNDS

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Budget November 30, 2025	Revised Budget December 31, 2025	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures December 31, 2025	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/C
ESTIMATED REVENUES:								
State	$ 549,395	$ 546,470	$ 546,470		$ -	$ -	$ 546,470	0.0%
Local	54,823,494	48,530,117	48,530,117		-	44,516,189	4,013,928	91.7%
Other Sources	183,179,211	197,070,509	197,070,509		-	36,582,492	160,488,017	18.6%
TOTAL REVENUES & TRANSFERS	**$ 238,552,100**	**$ 246,147,096**	**$ 246,147,096**		**$ -**	**$ 81,098,682**	**$ 165,048,414**	**32.9%**
ESTIMATED EXPENDITURES BY OBJECT:								
Redemption of Principal	139,566,063	146,735,077	146,735,077		-	8,976,114	137,758,963	6.1%
Interest	89,554,267	96,296,365	96,296,365		-	45,220,902	51,075,463	47.0%
Dues and Fees	2,128,100	2,126,800	2,126,800		-	7,608	2,119,192	0.4%
Other Debt Service	-	-	-		-	-	-	0.0%
Capital Expenses	-	-	-		-	-	-	0.0%
Transfers Out	-	-	-		-	-	-	0.0%
TOTAL ESTIMATED EXPENDITURES	**231,248,430**	**245,158,242**	**245,158,242**		**-**	**54,204,624**	**190,953,618**	**22.1%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**7,303,670**	**988,854**	**988,854**			**26,894,058**	**(25,905,204)**	
BEGINNING FUND BALANCE	**46,442,496**	**46,442,496**	**46,442,496**			**46,442,496**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**7,303,670**	**988,854**	**988,854**		**-**	**26,894,058**		
ESTIMATED ENDING FUND BALANCE	**53,746,166**	**47,431,350**	**47,431,350**		**-**	**73,336,554**		

NOTES:

EXPENDITURE BY FUNCTION

ESTIMATED EXPENDITURES BY FUNCTION:								
Debt Service	231,248,430	245,158,242	245,158,242		-	54,204,624	190,953,618	22.1%
TOTAL ESTIMATED EXPENDITURES	**231,248,430**	**245,158,242**	**245,158,242**		**-**	**54,204,624**	**190,953,618**	**22.1%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**7,303,670**	**988,854**	**988,854**			**26,894,058**	**(25,905,204)**	
BEGINNING FUND BALANCE	**46,442,496**	**46,442,496**	**46,442,496**			**46,442,496**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**7,303,670**	**988,854**	**988,854**		**-**	**26,894,058**		
ESTIMATED ENDING FUND BALANCE	**53,746,166**	**47,431,350**	**47,431,350**		**-**	**73,336,554**		

NOTES:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH DECEMBER 31, 2025

FOR FISCAL YEAR 2025-26

CAPITAL PROJECTS FUNDS

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Revised Budget November 30, 2025	Revised Budget December 31, 2025	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures December 31, 2025	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/C
ESTIMATED REVENUES:								
Federal Through State						8,372	(8,372)	0.0%
State Sources	54,982,236	54,982,236	54,982,236		-	13,903,569	41,078,667	25.3%
Local Sources	512,065,279	512,065,279	512,065,279		-	421,872,142	90,193,137	82.4%
Other Sources	116,308,714	116,308,714	116,308,714		-	210,427	116,098,287	0.2%
Charter School Pass-Through [1]	(56,779,337)	(56,779,337)	(56,779,337)		-	-	(56,779,337)	0.0%
TOTAL REVENUES & TRANSFERS	**626,576,892**	**626,576,892**	**626,576,892**		**-**	**435,994,510**	**190,582,382**	**69.6%**
ESTIMATED EXPENDITURES BY OBJECT:								
Library Books	-	-	-		-	-	-	0.0%
Audio Visual Materials	-	-	-		-	-	-	0.0%
Building & Fixed Equipment	118,835,629	118,835,629	118,835,629		-	12,077,263	106,758,366	10.2%
Furniture, Fixtures & Equipment	75,883,767	75,883,767	75,883,767		-	25,793,546	50,090,221	34.0%
Motor Vehicles	59,354,050	59,354,050	59,354,050		-	7,605,923	51,748,127	12.8%
Land	-	-	-		-	1,838	(1,838)	0.0%
Other Improvements	15,593,327	15,593,327	15,593,327		-	6,503,089	9,090,238	41.7%
Remodeling & Renovations	500,076,240	500,076,240	500,076,240		-	86,039,869	414,036,371	17.2%
Computer Software	3,000,000	3,000,000	3,000,000		-	-	3,000,000	0.0%
Dues & Fees, Miscellaneious	24,680,529	24,680,529	24,680,529		-	253,874	24,426,655	1.0%
Transfers Out	396,235,334	396,235,334	396,235,334		-	105,496,711	290,738,623	26.6%
Charter School Pass-Through [1]	(56,779,337)	(56,779,337)	(56,779,337)		-	-	(56,779,337)	0.0%
TOTAL ESTIMATED EXPENDITURES	**1,136,879,539**	**1,136,879,539**	**1,136,879,539**		**-**	**243,772,111**	**893,107,428**	**21.4%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(510,302,647)**	**(510,302,647)**	**(510,302,647)**		**-**	**192,222,399**	**(702,525,046)**	
BEGINNING FUND BALANCE [2]	**510,302,647**	**510,302,647**	**510,302,647**			**510,302,647**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(510,302,647)**	**(510,302,647)**	**(510,302,647)**			**192,222,399**		
ESTIMATED ENDING FUND BALANCE	**-**	**-**	**-**			**702,525,046**		

0

EXPENDITURE BY FUNCTION

ESTIMATED EXPENDITURES BY FUNCTION:								
Facilities	1,193,658,876	1,193,658,876	1,193,658,876		-	243,772,111	949,886,765	20.4%
Charter School Pass-Through [1]	(56,779,337)	(56,779,337)	(56,779,337)		-	-	(56,779,337)	0.0%
TOTAL ESTIMATED EXPENDITURES	**1,136,879,539**	**1,136,879,539**	**1,136,879,539**		**-**	**243,772,111**	**893,107,428**	**21.4%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(510,302,647)**	**(510,302,647)**	**(510,302,647)**		**-**	**192,222,399**	**(702,525,046)**	
BEGINNING FUND BALANCE [2]	**510,302,647**	**510,302,647**	**510,302,647**			**510,302,647**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(510,302,647)**	**(510,302,647)**	**(510,302,647)**			**192,222,399**		
ESTIMATED ENDING FUND BALANCE	**-**	**-**	**-**			**702,525,046**		

NOTES:

[1] Charter schools funding is excluded as pass-through funding. This amount includes both State funding transferred to the General Fund ($32M) and Local Tax Funding ($25M) expensed directly.

[2] The capital fund balance is fully committed to the completion of capital projects. The fund balance also includes captial reserves.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH DECEMBER 31, 2025

FOR FISCAL YEAR 2025-26

SPECIAL REVENUE - FOOD SERVICE

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Tentative Budget November 30, 2025	Revised Budget December 31, 2025	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures December 31, 2025	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/C
ESTIMATED REVENUES:								
Federal Through State	107,241,503	107,241,503	107,241,503		-	44,043,586	63,197,917	41.1%
State	974,522	974,522	974,522		-	489,821	484,701	50.3%
Local	18,969,430	18,969,430	18,969,430		-	6,884,274	12,085,156	36.3%
Other Sources	-	-	-		-	29,520	(29,520)	0.0%
Transfers In	-	127,757	127,757		-	127,757	-	100.0%
TOTAL REVENUES & TRANSFERS	**127,185,455**	**127,313,212**	**127,313,212**		**-**	**51,574,958**	**75,738,254**	**40.5%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries	38,122,112	38,122,112	38,122,112		-	17,996,563	20,125,549	47.2%
Employee Benefits	24,508,432	24,508,432	24,508,432		-	10,139,338	14,369,094	41.4%
Purchased Services	8,342,694	8,342,694	8,342,694		-	3,331,736	5,010,958	39.9%
Energy Services	2,219,561	2,219,561	2,219,561		-	1,108,929	1,110,632	50.0%
Material and Supplies	65,268,237	65,268,237	65,268,237		-	26,527,680	38,740,557	40.6%
Capital Expenses	3,863,004	3,863,004	3,863,004		-	2,211,116	1,651,888	57.2%
Other Expenses	4,543,597	4,543,597	4,543,597		-	2,218,375	2,325,222	48.8%
Transfers Out	-	-	-		-	-	-	0.0%
TOTAL ESTIMATED EXPENDITURES	**146,867,637**	**146,867,637**	**146,867,637**		**-**	**63,533,738**	**83,333,899**	**43.3%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(19,682,182)**	**(19,554,425)**	**(19,554,425)**		**-**	**(11,958,780)**	**(7,595,645)**	
BEGINNING FUND BALANCE	**37,207,983**	**37,207,983**	**37,207,983**		**-**	**37,207,983**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(19,682,182)**	**(19,554,425)**	**(19,554,425)**		**-**	**(11,958,780)**		
ESTIMATED ENDING FUND BALANCE	**17,525,801**	**17,653,558**	**17,653,558**		**-**	**25,249,203**		

EXPENDITURE BY FUNCTION

ESTIMATED EXPENDITURES BY FUNCTION:								
Food Services	146,867,637	146,867,637	146,867,637		-	63,533,738	83,333,899	43.3%
								0.0%
TOTAL ESTIMATED EXPENDITURES	**146,867,637**	**146,867,637**	**146,867,637**		**-**	**63,533,738**	**83,333,899**	**43.3%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(19,682,182)**	**(19,554,425)**	**(19,554,425)**		**-**	**(11,958,780)**	**(7,595,645)**	
BEGINNING FUND BALANCE	**37,207,983**	**37,207,983**	**37,207,983**			**37,207,983**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(19,682,182)**	**(19,554,425)**	**(19,554,425)**			**(11,958,780)**		
ESTIMATED ENDING FUND BALANCE	**17,525,801**	**17,653,558**	**17,653,558**			**25,249,203**		

NOTES:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH DECEMBER 31, 2025

FOR FISCAL YEAR 2025-26

SPECIAL REVENUE - OTHER/GRANTS/FEDERAL PROGRAMS

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Tentative Budget November 30, 2025	Revised Budget December 31, 2025	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures December 31, 2025	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/C
ESTIMATED REVENUES:								
Federal	18,853,530	18,853,530	18,853,530		-	14,396,097	4,457,433	76.4%
Federal Through State	198,926,882	198,926,882	198,926,882		-	74,181,305	124,745,577	37.3%
State	7,484,718	7,484,718	7,484,718		-	1,689,787	5,794,931	22.6%
Local	1,456,080	1,456,080	1,456,080		-	2,458,786	(1,002,706)	168.9%
Other Sources	-	-	-		-	-	0	0.0%
Transfers In	40,000	40,000	40,000		-	-	40,000	0.0%
Charter School Pass-Through [1]	(17,175,211)	(17,175,211)	(17,175,211)		-	(3,583,465)	(13,591,746)	20.9%
TOTAL REVENUES & TRANSFERS	**209,585,999**	**209,585,999**	**209,585,999**		**-**	**89,142,510**	**120,443,489**	**42.5%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries	101,093,902	101,093,902	101,093,902		-	50,008,866	51,085,036	49.5%
Employee Benefits	43,845,736	43,845,736	43,845,736		-	21,931,669	21,914,067	50.0%
Purchased Services	55,911,984	55,911,984	55,911,984		-	11,752,065	44,159,919	21.0%
Energy Services						0		0.0%
Material and Supplies	5,666,911	5,666,911	5,666,911		-	804,872	4,862,039	14.2%
Capital Expenses	7,869,247	7,869,247	7,869,247		-	1,942,950	5,926,297	24.7%
Other Expenses	12,373,430	12,373,430	12,373,430		-	8,576,616	3,796,814	69.3%
Transfers Out								0.0%
Charter School Pass-Through [1]	(17,175,211)	(17,175,211)	(17,175,211)		-	(3,583,465)	(13,591,746)	20.9%
TOTAL ESTIMATED EXPENDITURES	**209,585,999**	**209,585,999**	**209,585,999**		**-**	**91,433,574**	**118,152,426**	**43.6%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**-**	**-**	**-**		**-**	**(2,291,063)**	**2,291,063**	
BEGINNING FUND BALANCE	**-**	**-**	**-**		**-**	**-**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**-**	**-**	**-**		**-**	**(2,291,063)**		
ESTIMATED ENDING FUND BALANCE	**-**	**-**	**-**		**-**	**(2,291,063)**		

NOTES:

[1] Charter school funding is excluded as pass-through funding.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH DECEMBER 31, 2025

FOR FISCAL YEAR 2025-26

SPECIAL REVENUE - OTHER/GRANTS/FEDERAL PROGRAMS

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Tentative Budget November 30, 2025	Revised Budget December 31, 2025	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures December 31, 2025	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/C
ESTIMATED REVENUES:								
Federal	18,853,530	18,853,530	18,853,530		-	14,396,097	4,457,433	76.4%
Federal Through State	198,926,882	198,926,882	198,926,882		-	74,181,305	124,745,577	37.3%
State	7,484,718	7,484,718	7,484,718		-	1,689,787	5,794,931	22.6%
Local	1,456,080	1,456,080	1,456,080		-	2,458,786	(1,002,706)	168.9%
Other Sources	-	-	-		-	-	0	0.0%
Transfers In	40,000	40,000	40,000		-	-	40,000	0.0%
Charter School Pass-Through [1]	(17,175,211)	(17,175,211)	(17,175,211)		-	(3,583,465)	(13,591,746)	20.9%
TOTAL REVENUES & TRANSFERS	**209,585,999**	**209,585,999**	**209,585,999**		**-**	**89,142,510**	**120,443,489**	**42.5%**
ESTIMATED EXPENDITURES BY FUNCTION:								
Instruction	134,941,897	134,941,897	134,941,897		-	53,354,093	81,587,804	39.5%
Pupil Services	14,107,005	14,107,005	14,107,005		-	7,014,367	7,092,639	49.7%
Instructional Media	0	0	0		-	-	-	0.0%
Instruction & Curriculum	33,288,624	33,288,624	33,288,624		-	13,789,194	19,499,430	41.4%
Instructional Staff Training	28,775,108	28,775,108	28,775,108		-	10,717,615	18,057,493	37.2%
Instructional Technology	189,060	189,060	189,060		-	4,574	184,486	2.4%
Board Expenses-Contracted Svs	0	0	0		-	-	-	0.0%
General Administration	11,286,666	11,286,666	11,286,666		-	5,118,066	6,168,600	45.3%
School Administration	488,506	488,506	488,506		-	182,573	305,933	37.4%
Facilities	289,889	289,889	289,889		-	154,385	135,504	53.3%
Fiscal Services	4,955	4,955	4,955		-	-	4,955	0.0%
Food Services	0	0	0		-	-	-	0.0%
Central Services	601,173	601,173	601,173		-	201,847	399,326	33.6%
Transportation	497,482	497,482	497,482		-	113,562	383,920	22.8%
Operation of Plant	295,542	295,542	295,542		-	68,370	227,172	23.1%
Maintenance of Plant	0	0	0		-	-	-	0.0%
Administrative Technology	61,024	61,024	61,024		-	708	60,316	1.2%
Community Services	1,934,279	1,934,279	1,934,279		-	4,297,685	(2,363,406)	222.2%
Debt Service								0.0%
Transfers Out								0.0%
Proprietary and Fiduciary Expense								0.0%
Charter School Pass-Through [1]	(17,175,211)	(17,175,211)	(17,175,211)		-	(3,583,465)	(13,591,746)	20.9%
TOTAL ESTIMATED EXPENDITURES	**209,585,999**	**209,585,999**	**209,585,999**		**-**	**91,433,574**	**118,152,426**	**43.6%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**-**	**-**	**-**		**-**	**(2,291,064)**	**2,291,063**	
BEGINNING FUND BALANCE	**-**	**-**	**-**			**-**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**-**	**-**	**-**			**(2,291,064)**		
ESTIMATED ENDING FUND BALANCE	**-**	**-**	**-**			**(2,291,064)**		

NOTES:

[1] Charter school funding is excluded as pass-through funding.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH DECEMBER 31, 2025

FOR FISCAL YEAR 2025-26

SPECIAL REVENUE - MISCELLANEOUS

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Tentative Budget November 30, 2025	Revised Budget December 31, 2025	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures December 31, 2025	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/C
ESTIMATED REVENUES:								
Federal Through State								
State								
Local					-	-	-	0.0%
Other Sources								
TOTAL REVENUES & TRANSFERS	**0**	**0**	**0**		**-**	**-**	**0**	**0.0%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries								
Employee Benefits								
Purchased Services	45,000	45,000	45,000		-	-	45,000	0.0%
Energy Services								
Material and Supplies								
Capital Expenses	515,000	515,000	515,000		-	-	515,000	0.0%
Other Expenses								
Transfers Out								
TOTAL ESTIMATED EXPENDITURES	**560,000**	**560,000**	**560,000**		**-**	**-**	**560,000**	**0.0%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(560,000)**	**(560,000)**	**(560,000)**		**-**	**-**	**(560,000)**	
BEGINNING FUND BALANCE	**602,952**	**602,952**	**602,952**			**602,952**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(560,000)**	**(560,000)**	**(560,000)**		**-**	**-**		
ESTIMATED ENDING FUND BALANCE	**42,952**	**42,952**	**42,952**		**-**	**602,952**		

EXPENDITURE BY FUNCTION

ESTIMATED EXPENDITURES BY FUNCTION:								
Community Services	560,000	560,000	560,000		-	-	560,000	0.0%
								0.0%
TOTAL ESTIMATED EXPENDITURES	**560,000**	**560,000**	**560,000**		**-**	**-**	**560,000**	**0.0%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(560,000)**	**(560,000)**	**(560,000)**		**-**	**-**	**(560,000)**	
BEGINNING FUND BALANCE [2]	**602,952**	**602,952**	**602,952**			**602,952**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(560,000)**	**(560,000)**	**(560,000)**			**-**		
ESTIMATED ENDING FUND BALANCE	**42,952**	**42,952**	**42,952**			**602,952**		

NOTES:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH DECEMBER 31, 2025

FOR FISCAL YEAR 2025-26

SPECIAL REVENUE TOTAL - FOOD / GRANTS / OTHER COMBINED

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Tentative Budget November 30, 2025	Revised Budget December 31, 2025	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures December 31, 2025	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/C
ESTIMATED REVENUES:								
Federal	18,853,530	18,853,530	18,853,530		-	14,396,097	4,457,433	76.4%
Federal Through State	306,168,385	306,168,385	306,168,385		-	118,224,891	187,943,494	38.6%
State	8,459,240	8,459,240	8,459,240		-	2,179,608	6,279,632	25.8%
Local	20,425,510	20,425,510	20,425,510		-	9,343,060	11,082,450	45.7%
Other Sources	-	-	-		-	29,520	(29,520)	0.0%
Transfers In	40,000	167,757	167,757		-	127,757	40,000	76.2%
Charter School Pass-Through [1]	(17,175,211)	(17,175,211)	(17,175,211)		-	(3,583,465)	(13,591,746)	20.9%
TOTAL REVENUES & TRANSFERS	**336,771,454**	**336,899,211**	**336,899,211**		**-**	**140,717,468**	**196,181,743**	**41.8%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries	139,216,014	139,216,014	139,216,014		-	68,005,430	71,210,585	48.8%
Employee Benefits	68,354,168	68,354,168	68,354,168		-	32,071,008	36,283,160	46.9%
Purchased Services	64,299,678	64,299,678	64,299,678		-	15,083,800	49,215,878	23.5%
Energy Services	2,219,561	2,219,561	2,219,561		-	1,108,929	1,110,632	50.0%
Material and Supplies	70,935,148	70,935,148	70,935,148		-	27,332,553	43,602,595	38.5%
Capital Expenses	12,247,251	12,247,251	12,247,251		-	4,154,066	8,093,185	33.9%
Other Expenses	16,917,027	16,917,027	16,917,027		-	10,794,991	6,122,036	63.8%
Transfers Out	-	-	-		-	-	-	0.0%
Charter School Pass-Through [1]	(17,175,211)	(17,175,211)	(17,175,211)		-	(3,583,465)	(13,591,746)	20.9%
TOTAL ESTIMATED EXPENDITURES	**357,013,636**	**357,013,636**	**357,013,636**		**-**	**154,967,312**	**202,046,325**	**43.4%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(20,242,182)**	**(20,114,425)**	**(20,114,425)**		**-**	**(14,249,844)**	**(5,864,582)**	
BEGINNING FUND BALANCE	**37,810,935**	**37,810,935**	**37,810,935**		**-**	**37,810,935**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(20,242,182)**	**(20,114,425)**	**(20,114,425)**		**-**	**(14,249,844)**		
ESTIMATED ENDING FUND BALANCE	**17,568,753**	**17,696,510**	**17,696,510**		**-**	**23,561,091**		

NOTES:

[1] Charter school funding is excluded as pass-through funding.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH DECEMBER 31, 2025

FOR FISCAL YEAR 2025-26

SPECIAL REVENUE TOTAL - FOOD / GRANTS / OTHER COMBINED

		A	B		C	D	E	F
	Adopted Budget September 9, 2025	Tentative Budget November 30, 2025	Revised Budget December 31, 2025	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures December 31, 2025	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/C
ESTIMATED REVENUES:								
Federal	18,853,530	18,853,530	18,853,530		-	14,396,097	4,457,433	76.4%
Federal Through State	306,168,385	306,168,385	306,168,385		-	118,224,891	187,943,494	38.6%
State	8,459,240	8,459,240	8,459,240		-	2,179,608	6,279,632	25.8%
Local	20,425,510	20,425,510	20,425,510		-	9,343,060	11,082,450	45.7%
Other Sources	-	-	-		-	29,520	(29,520)	0.0%
Transfers In	40,000	167,757	167,757		-	127,757	40,000	76.2%
Charter School Pass-Through [1]	(17,175,211)	(17,175,211)	(17,175,211)		-	(3,583,465)	(13,591,746)	20.9%
TOTAL REVENUES & TRANSFERS	**336,771,454**	**336,899,211**	**336,899,211**		**-**	**140,717,468**	**196,181,743**	**41.8%**
ESTIMATED EXPENDITURES BY FUNCTION:								
Instruction	134,941,897	134,941,897	134,941,897		-	53,354,093	81,587,804	39.5%
Pupil Services	14,107,005	14,107,005	14,107,005		-	7,014,367	7,092,639	49.7%
Instructional Media	0	0	0		-	-	-	0.0%
Instruction & Curriculum	33,288,624	33,288,624	33,288,624		-	13,789,194	19,499,430	41.4%
Instructional Staff Training	28,775,108	28,775,108	28,775,108		-	10,717,615	18,057,493	37.2%
Instructional Technology	189,060	189,060	189,060		-	4,574	184,486	2.4%
Board Expenses-Contracted Svs	0	0	0		-	-	-	0.0%
General Administration	11,286,666	11,286,666	11,286,666		-	5,118,066	6,168,600	45.3%
School Administration	488,506	488,506	488,506		-	182,573	305,933	37.4%
Facilities	289,889	289,889	289,889		-	154,385	135,504	53.3%
Fiscal Services	4,955	4,955	4,955		-	-	4,955	0.0%
Food Services	-	-	-		-	-	-	0.0%
Central Services	147,468,810	147,468,810	147,468,810		-	63,735,585	83,733,225	43.2%
Transportation	497,482	497,482	497,482		-	113,562	383,920	22.8%
Operation of Plant	295,542	295,542	295,542		-	68,370	227,172	23.1%
Maintenance of Plant	-	-	-		-	-	-	0.0%
Administrative Technology	61,024	61,024	61,024		-	708	60,316	1.2%
Community Services	2,494,279	2,494,279	2,494,279		-	4,297,685	(1,803,406)	172.3%
Debt Service	-	-	-		-	-	-	0.0%
Transfers Out	-	-	-		-	-	-	0.0%
Proprietary and Fiduciary Expense	-	-	-		-	-	-	0.0%
Charter School Pass-Through [1]	(17,175,211)	(17,175,211)	(17,175,211)		-	(3,583,465)	(13,591,746)	20.9%
TOTAL ESTIMATED EXPENDITURES	**357,013,636**	**357,013,636**	**357,013,636**		**-**	**154,967,312**	**202,046,325**	**43.4%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(20,242,182)**	**(20,114,425)**	**(20,114,425)**		**-**	**(14,249,844)**	**(5,864,582)**	
BEGINNING FUND BALANCE	**37,810,935**	**37,810,935**	**37,810,935**			**37,810,935**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(20,242,182)**	**(20,114,425)**	**(20,114,425)**			**(14,249,844)**		
ESTIMATED ENDING FUND BALANCE	**17,568,753**	**17,696,510**	**17,696,510**			**23,561,091**		

NOTES:

[1] Charter school funding is excluded as pass-through funding.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ACTUAL REVENUE AND EXPENSE
FOR FISCAL YEAR 2025-26
ALL GOVERNMENTAL FUNDS ACTUAL as of DECEMBER 31, 2025

	A	B	C	D		E
	General Fund	Special Revenue Food Service and Grants	Debt Service	Capital Projects Funds		Total District Governmental Funds
						A+B+C+D
REVENUE:						
Federal Sources	934,936	14,396,097				15,331,033
Federal Through State	5,854,525	118,224,891		8,372		124,087,788
State Sources	507,033,510	2,179,608	-	13,903,569		523,116,687
Local Sources	1,332,694,052	9,343,060	44,516,189	421,872,142		1,808,425,443
Other Sources	69,519,693	29,520	36,582,492	210,427		106,342,132
Transfers In		127,757				127,757
Proceeds of financing/sale of assets/loss recovery						-
Charter School Pass-Through [1]	(256,825,944)	(3,583,465)		-		(260,409,409)
TOTAL REVENUES & TRANSFERS	**1,659,210,772**	**140,717,468**	**81,098,682**	**435,994,510**		**2,317,021,431**
EXPENDITURES BY OBJECT:						
Salaries	673,871,886	68,005,430				741,877,316
Benefits	259,623,202	32,071,008				291,694,210
Purchased Services	428,209,642	15,083,800				443,293,442
Energy Services	29,757,794	1,108,929				30,866,723
Materials and Supplies	37,194,206	27,332,553				64,526,759
Capital Outlay	14,644,333	4,154,066		138,021,527		156,819,926
Other Expenses	19,467,221	10,794,991		253,874		30,516,085
Debt Service	0		54,204,624	-		54,204,624
Transfers Out	127,757			105,496,711		105,624,468
Charter School Pass-Through [1]	(256,825,944)	(3,583,465)		-		(260,409,409)
TOTAL EXPENDITURES	**1,206,070,097**	**154,967,312**	**54,204,624**	**243,772,111**		**1,659,014,144**
FINANCIAL POSITION - SURPLUS/DEFICIT	**453,140,675**	**(14,249,844)**	**26,894,058**	**192,222,399**		**658,007,287**
BEGINNING FUND BALANCE	**205,958,255**	**54,542,199**	**42,878,636**	**685,470,272**		**988,849,362**
TAN Loan[2]	250,165,000					
BEGINNING FUND BALANCE (with TAN[2])	**456,123,255**					
NET REVENUE OVER/(UNDER) EXPENDITURES	**453,140,675**	**(14,249,844)**	**26,894,058**	**192,222,399**		**658,007,287**
MONTH ENDING FUND BALANCE	**909,263,930**	**40,292,355**	**69,772,694**	**877,692,671**		**1,646,856,649**

[1] Charter school funding is excluded as pass-through funding.
[2] The TAN Loan, or Tax Anticipation Note, is a short-term borrowing used to address cash flow needs.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ACTUAL REVENUE AND EXPENSE
FOR FISCAL YEAR 2025-26
ALL GOVERNMENTAL FUNDS ACTUAL as of DECEMBER 31, 2025

	A	B	C	D		E
	General Fund	Special Revenue Food Service and Grants	Debt Service	Capital Projects Funds		Total District Governmental Funds
						A+B+C+D
REVENUE:						
Federal Sources	934,936	14,396,097				15,331,033
Federal Through State	5,854,525	118,224,891		8,372		124,087,788
State Sources	507,033,510	2,179,608		13,903,569		523,116,687
Local Sources	1,332,694,052	9,343,060	44,516,189	421,872,142		1,808,425,443
Other Sources	69,519,693	29,520	36,582,492	210,427		106,342,132
Transfers In		127,757	-			127,757
Proceeds of financing/sale of assets/loss recovery						-
Charter School Pass-Through [1]	(256,825,944)	(3,583,465)		-		(260,409,409)
TOTAL REVENUES & TRANSFERS	**1,659,210,772**	**140,717,468**	**81,098,682**	**435,994,510**		**2,317,021,431**
EXPENDITURES BY FUNCTION:						
Instruction	910,479,315	53,354,093				963,833,408
Pupil Services	92,110,268	7,014,367				99,124,635
Instructional Media	12,691,171	-				12,691,171
Instruction & Curriculum	20,862,172	13,789,194				34,651,366
Instructional Staff Training	2,948,271	10,717,615				13,665,886
Instructional Technology	20,057,455	4,574				20,062,029
Board Expenses-Contracted Svs	4,681,700	-				4,681,700
General Administration	6,758,268	5,118,066				11,876,334
School Administration	83,526,038	182,573				83,708,611
Facilities	8,173,705	154,385		243,772,111		252,100,201
Fiscal Services	6,997,034	-				6,997,034
Food Services	-	-				-
Central Services	38,761,618	63,735,585				102,497,203
Transportation	53,274,563	113,562				53,388,125
Operation of Plant	124,512,626	68,370				124,580,996
Maintenance of Plant	51,720,995	-				51,720,995
Administrative Technology	15,448,681	708				15,449,389
Community Services	7,884,157	4,297,685				12,181,842
Debt Service	1,880,247	-	54,204,624.00			56,084,871
Transfers Out	127,757	-				127,757
Proprietary and Fiduciary Expense	-	-				-
Charter School Pass-Through [1]	(256,825,944)	(3,583,465)		-		(260,409,409)
TOTAL EXPENDITURES	**1,206,070,097**	**154,967,312**	**54,204,624**	**243,772,111**		**1,659,014,144**
FINANCIAL POSITION - SURPLUS/DEFICIT	**453,140,675**	**(14,249,844)**	**26,894,058**	**192,222,399**		**658,007,288**
BEGINNING FUND BALANCE	**205,958,255**	**54,542,199**	**42,878,636**	**685,470,272**		**988,849,362**
TAN Loan[2]	250,165,000					
BEGINNING FUND BALANCE (with TAN[2])	**456,123,255**					
NET REVENUE OVER/(UNDER) EXPENDITURES	**453,140,675**					
MONTH ENDING FUND BALANCE	**909,263,930**	**40,292,355**	**69,772,694**	**877,692,671**		**1,646,856,650**

[1] Charter school funding is excluded as pass-through funding.

[2] The TAN Loan, or Tax Anticipation Note, is a short-term borrowing used to address cash flow needs.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ACTUAL REVENUE AND EXPENSE
FOR FISCAL YEAR 2025-26
INTERNAL SERVICE FUNDS ACTUAL as of DECEMBER 31, 2025

	A	B	C	D	E	F	G
	Printing Services	Facilities Planning and Program Management	Repairs and Maintenance [1]	Health Insurance [1]	Workers Compensation Insurance	Auto/General Liability Insurance	Total District Internal Service Funds
Services Provided/Costs Reimbursed To Fund(s)	All Funds	Capital Funds	All Funds	All Funds	All Funds	All Funds	All Funds
							A+B+C+D+E+F
REVENUE:							
Federal Sources							-
Federal Through State							-
State Sources							-
Local Sources	134,611	19,196,283	33,747,505	152,623,012	8,177,870	17,803,545	231,682,826
Other Sources							-
Transfers In							-
Proceeds of financing/sale of assets/loss recovery							-
TOTAL REVENUES & TRANSFERS	**134,611**	**19,196,283**	**33,747,505**	**152,623,012**	**8,177,870**	**17,803,545**	**231,682,826**
EXPENDITURES BY OBJECT:							
Salaries	114,023	4,727,379	18,137,292		1,187,308	-	24,166,002
Benefits	46,539	1,732,980	7,613,821		446,846	-	9,840,186
Purchased Services	93,864	55,160	7,900,162	5,409,486	795,000	12,248,856	26,502,528
Energy Services	-	-	-		-	-	-
Materials and Supplies	31,063	-	-		621	-	31,684
Capital Outlay	-	12,680,764	18,434		-	-	12,699,198
Other Expenses	-	-	-	181,702,533	5,748,095	5,554,689	193,005,317
Debt Service							-
Transfers Out							-
TOTAL EXPENDITURES	**285,489**	**19,196,283**	**33,669,709**	**187,112,019**	**8,177,870**	**17,803,545**	**266,244,915**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(150,878)**	**-**	**77,796**	**(34,489,007)**	**-**	**-**	**(34,562,089)**
BEGINNING FUND BALANCE	**72,189**						**72,189**
NET REVENUE OVER/(UNDER) EXPENSES	**(150,878)**	**-**	**77,796**	**(34,489,007)**	**-**	**-**	**(34,562,089)**
ESTIMATED ENDING FUND BALANCE [1]	**(78,689)**	**-**	**77,796**	**(34,489,007)**	**-**	**-**	**(34,489,900)**

NOTES:

[1] Repair and Maintenance Ending Fund Balance will impact mainly Capital Projects Funds; Health Insurance Ending Balance will impact mainly the General Fund.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ACTUAL REVENUE AND EXPENSE
FOR FISCAL YEAR 2025-26
INTERNAL SERVICE FUNDS ACTUAL as of DECEMBER 31, 2025

	A	B	C	D	E	F	G
	Printing Services	Facilities Planning and Program Management	Repairs and Maintenance [1]	Health Insurance [1]	Workers Compensation Insurance	Auto/General Liability Insurance	Total District Internal Service Funds
Services Provided/Costs Reimbursed To Fund(s)	All Funds	Capital Funds	All Funds	All Funds	All Funds	All Funds	All Funds
							A+B+C+D+E+F
REVENUE:							
Federal Sources							-
Federal Through State							-
State Sources							-
Local Sources	134,611	19,196,283	33,747,505	152,623,012	8,177,870	17,803,545	231,682,826
Other Sources							-
Transfers In							-
Proceeds of financing/sale of assets/loss recovery							-
TOTAL REVENUES & TRANSFERS	**134,611**	**19,196,283**	**33,747,505**	**152,623,012**	**8,177,870**	**17,803,545**	**231,682,826**
EXPENDITURES BY FUNCTION:							
Instruction							-
Pupil Services							-
Instructional Media							-
Instruction & Curriculum							-
Instructional Staff Training							-
Instructional Technology							-
Board Expenses-Contracted Svs							-
General Administration					82,730		82,730
School Administration							-
Facilities		17,220,740					17,220,740
Fiscal Services		1,512,461					1,512,461
Food Services							-
Central Services	285,489	416,326		187,112,019	8,095,140		195,908,974
Transportation							-
Operation of Plant		378				17,803,545	17,803,923
Maintenance of Plant		46,378	33,669,709				33,716,087
Administrative Technology							-
Community Services							-
Debt Service							-
Transfers Out							-
Proprietary and Fiduciary Expense		-					-
TOTAL EXPENDITURES	**285,489**	**19,196,283**	**33,669,709**	**187,112,019**	**8,177,870**	**17,803,545**	**266,244,915**
FINANCIAL POSITION - SURPLUS/DEFICIT	**(150,878)**	**-**	**77,796**	**(34,489,007)**	**-**	**-**	**(34,562,089)**
BEGINNING FUND BALANCE	**72,189**	**-**	**-**	**-**	**-**	**-**	**72,189**
NET REVENUE OVER/(UNDER) EXPENSES	**(150,878)**	**-**	**77,796**	**(34,489,007)**	**-**	**-**	**(34,562,089)**
ESTIMATED ENDING FUND BALANCE [1]	**(78,689)**	**-**	**77,796**	**(34,489,007)**	**-**	**-**	**(34,489,900)**

Staff Follow Up: **26-076 (DH)**
Due Date: February 6, 2026

Established 1915 BROWARD County Public Schools | Educating Today's Students to Succeed in Tomorrow's World

Topic: February 10, 2026 – RSBM
F-2.) Budget Report for the Period Ended December 31, 2025

Staff Follow Up: Can you please explain the projected fund balance? This item says the projected fund balance is 3.94% but when this was discussed at our January board meeting, the CFO said our projected fund balance is under 3%, which requires additional action.

Response: Based on current revenue collections, expenditure trends, and known commitments, the District's projected year-end General Fund Assigned and Unassigned Fund Balance is expected to remain **near, but above, the State's 3% minimum requirement**.

Financial pressures require close monitoring and active management, and the District is implementing strategies, including hiring and travel freezes, to maintain compliance with State requirements. Additional details on the projected year-end financial position will be reviewed at the February 17 Budget Workshop update.

This projection may change as the year progresses based on:

- Actual revenue collections
- Health insurance and fringe cost trends
- Substitute and staffing expenditures
- Legislative or categorical funding changes
- Organizational alignments

HH/RJ/JW:as

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	GG. General Counsel
DEPARTMENT:	General Counsel

Agenda Item Number:	G-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Conflict of Interest Waiver Request - Greenberg Traurig, P.A.
ADDED

REQUESTED ACTION:

Approve the request for conflict of interest waiver, dated January 26, 2026, by Greenberg Traurig, P.A. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Waiver Request

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Kathelyn Jacques-Adams, …	Phone:	754-321-2050
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Kathelyn Jacques-Adams, Interim General Counsel

Signature

Kathelyn Jacques-Adams, Interim General Counsel Feb 9, 2026

Electronic Signature

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:

Name: Kathelyn Jacques-Adam, Esq., B.C.S.
Title: Interim General Counsel
Phone: 754-321-2050

EXECUTIVE SUMMARY

Conflict of Interest Waiver Request – Greenberg Traurig, P.A.

Board Meeting Date: February 10, 2026

Requested Action: Approve the request for conflict of interest waiver, dated January 26, 2026, by Greenberg Traurig, P.A.

School Board Policy Requirement/Authority: N/A

Statutory Requirement/Authority: Pursuant to Florida Rule of Professional Conduct 4-1.8(b), an attorney cannot represent any client if the representation of that client will be directly adverse to the interests of another client, unless each client, after consultation, consents to such representation.

District-zone Impact: District-wide

Impact of the School Board's Vote:

- If the School Board votes "Yes": Greenberg Traurig may continue representing both The School Board of Broward County, Florida (SBBC) and J.P. Morgan on the 2026 Financings with confidentiality safeguards in place. This avoids disruption to the transactions and carries no financial impact to the District.

- If the School Board votes "No": Greenberg Traurig would be unable to continue representing both SBBC and J.P. Morgan on the 2026 Financings, requiring replacement counsel and potentially delaying the transactions. This disruption could complicate the financing timeline and require additional coordination to maintain compliance and continuity.

Background/History

Greenberg Traurig, P.A. (the "Firm") serves as ongoing Bond Counsel to SBBC and currently represents SBBC with the issuance of The School Board of Broward County, Florida's Certificates of Participation, Series 2026 and General Obligation Bonds, Series 2026 (together, the "Financings") being Underwritten by J.P. Morgan Securities LLC.

In November, J.P. Morgan Securities LLC ("JPM") retained George A. Smith, PLLC as Underwriter's Counsel for SBBC's 2026 Financings. Mr. Smith left his prior firm on January 12, 2026, and joined the Firm, both matters—Bond Counsel for SBBC and Underwriter's Counsel for JPM—became housed within the same law firm. Because the Firm represents both parties on these Financings, and also represents each on unrelated matters, this creates a potential conflict of interest under the Rules Regulating The Florida Bar, requiring full disclosure and informed written consent.

The Firm explains that it has implemented procedures to ensure no confidential information is shared between the legal teams representing SBBC and JPM, and believes its independent

professional judgment will not be impaired. SBBC will continue to be independently represented by Nabors, Giblin & Nickerson, P.A. as Disclosure Counsel, while the Firm—through Mr. Smith—will provide Rule 10b-5 negative assurance solely to JPM. The Firm requests the written consent of both SBBC and JPM to allow the dual representation to continue, with the agreement that the Firm will not represent either party against the other in any litigation relating to the Financings and will maintain confidentiality throughout.

The General Counsel's office has reviewed the request and has no objection to same. Furthermore, Rule 4-1.8(b) prohibits a lawyer from using any information relating to the representation of a client to the detriment of the client's interests without further informed consent by the client.

A Conflict of Waiver acknowledgment form is attached for execution by the Chair and the Superintendent should the waiver request be approved.

Alignment to 2027 Goals and Guardrails:

Business Operations

Measurable Outcome(s)/Return on Investment: N/A

Financial Impact, Funding Source & Budget Status:

- There is no financial impact to the District.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original spending authority request	N/A	N/A	N/A	N/A	N/A
First Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Second Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A

Multi-year agreement: N/A

Procurement Method: N/A

Impact on Schools: N/A

If there is an impact on schools, how will schools be selected/prioritized: N/A

Stakeholder Engagement/ End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: N/A

GT GreenbergTraurig

January 26, 2026

The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

Attn: Sarah Leonardi, Chair
Dr. Howard Hepburn, Superintendent

J.P. Morgan Securities LLC
1450 Brickell Avenue, 15th Floor
Miami, Florida 3313

Attn: T.J. Whitehouse
Executive Director

Re: Waiver of Possible Conflict of Interest in connection with the issuance of The School Board of Broward County, Florida's Certificates of Participation, Series 2026 and General Obligation Bonds, Series 2026 (together, the "Financings") being Underwritten by J.P. Morgan Securities LLC

Ladies and Gentlemen:

This letter will serve to confirm our mutual understanding and agreement with respect to the matters described herein. As you are aware, Greenberg Traurig, P.A. (the "Firm") serves as on-going Bond Counsel to The School Board of Broward County, Florida (the "Board"), and currently represents the Board on the referenced Financings. Such representation is led by Robert C. Gang, a Shareholder in the Firm's Miami, Florida office. In November, 2025, J.P. Morgan Securities LLC ("JPM") retained George A. Smith, PLLC (the "Prior Firm"), as Underwriter's Counsel for the Financings, and such representation was led by George A. Smith.

On January 12, 2026, Mr. Smith resigned from the Prior Firm and joined the Firm's Tallahassee office as a Shareholder. In accordance with the Rules Regulating The Florida Bar, the Firm, including Mr. Gang and Mr. Smith, have implemented procedures to assure that confidential information, if any, related to the Firm's representation of the Board in the Financings and the confidential information, if any, related to the Prior Firm's representation of JPM in the Financings were not revealed.

After fully discussing Mr. Smith's new position with the Firm, and the Board's expectation that the Firm will continue its representation in the Financings, JPM has requested that Mr. Smith continue to represent it in the Financings. Additionally, other members of the Firm provide legal representation to the Board, and to JPM on matters unrelated to the Financings from time to time. The Board and JPM have consented to the dual legal representations by the Firm related to the Financings, and, by acceptance below of this letter, give their informed written consent to such legal representations.

It is understood that the Board will be independently represented by Nabors, Giblin & Nickerson, P.A. (the "Disclosure Counsel"), as Disclosure Counsel, in securities matters for the Financings and the Firm will not provide securities related representation to the Board on the

Financings. Disclosure Counsel is preparing the Offering Statement and the Official Statement for the Financings on behalf of the Board and will deliver a traditional SEC Rule 10b-5 negative assurance opinion to the Board with a reliance letter to JPM. Further, the Firm, through Mr. Smith, will deliver its traditional SEC Rule 10b-5 negative assurance opinion regarding the Financings solely to JPM.

The Firm has agreed to undertake the representation of the Board as bond counsel on the Financings, and to represent JPM as Underwriter's Counsel on the Financings with the express consent and agreement of the Board and JPM, and our mutual understanding and agreement to the terms set forth herein.

The Firm's on-going representation of the Board and JPM on the Financings raises potential conflicts of interest. Under the applicable ethical rules we would be precluded from undertaking the proposed representation unless all affected clients waive the conflict of interest. Such a conflict of interest is waivable only if (i) the conflict is fully disclosed to all parties, (ii) our exercise of independent professional judgment in the proposed representation of one client will not be materially limited by our responsibilities to the other client, (iii) we reasonably believe that our representation will not be adversely affected by the conflict, and (iv) our representation does not violate any other ethical requirements.

With respect to all conflict issues in this proposed representation, we believe that our exercise of independent professional judgment in our representation as Bond Counsel to the Board and as Underwriter's Counsel to JPM in connection with the Financings, respectively, will not be materially impaired by our representation of the other.

It is our understanding that the Board and JPM are willing to waive the potential conflict of interest and to consent to our Firm's representation of the Board as Bond Counsel on the Financings and our concurrent representation of JPM on the Financings, provided that in the event that any litigation between the parties ensues in connection with the Financings, the Firm shall be precluded from representing any party hereto in such litigation against the other. Notwithstanding the preclusion, the Firm shall be permitted to continue representation of both the Board and JPM on matters other than the Financings, to the extent described above (but not in litigation regarding the Financings).

In no event will confidential information obtained from either party be disclosed or used in any proceedings adverse to the other. During our representation of the Board and JPM in connection with the Financings, (i) none of our attorneys involved in the representation of JPM will share files or other information relative thereto with any of our attorneys representing the Board with respect to the Financings, and (ii) none of our attorneys involved in the representation of the Board as bond counsel in connection with the Financings will share files or other information relative thereto with any of our attorneys representing JPM in connection with the Financings.

The waivers and agreements in this letter will continue in effect upon the termination of our representation of either client. We understand that JPM will provide to us a separate confirmation of the waiver and consent described hereinabove (the "JPM Letter"). Upon receipt we will provide a copy to the Board. Therefore, we request that the Board confirm to us the waiver and consent described above by signing and returning to us a counterpart of this letter as provided below. A facsimile or electronically signed copy of the JPM Letter and this letter and all signatures thereon and hereon shall be considered as originals for all purposes.

Sincerely,

GREENBERG TRAURIG, P.A.

By:_____
Robert C. Gang, Shareholder

GREENBERG TRAURIG, P.A.

By:_____
George A. Smith, Jr., Shareholder

AGREED AND ACCEPTED:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

_____
Dr. Howard Hepburn
Superintendent of Schools

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	GG. General Counsel
DEPARTMENT:	General Counsel

Agenda Item Number:	G-2.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:
Conflict of Interest Waiver Request - GrayRobinson, P.A.
ADDED

REQUESTED ACTION:
Approve the request for conflict of interest waiver, dated February 4, 2026, by GrayRobinson, P.A. District-wide

RATIONALE:
For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Waiver Request

FINANCIAL IMPACT:
There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:
Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Kathelyn Jacques-Adams, …	Phone:	754-321-2050
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title
Kathelyn Jacques-Adams, Interim General Counsel

Signature
Kathelyn Jacques-Adams, Interim General Counsel Feb 9, 2026
Electronic Signature

Approved in Open Board Meeting On: February 10, 2026

By: _____
School Board Chair

Form $4189 Revised 7/24
HH/JJS

For more information, please contact:

Name: Kathelyn Jacques-Adam, Esq., B.C.S.
Title: Interim General Counsel
Phone: 754-321-2050

EXECUTIVE SUMMARY

Conflict of Interest Waiver Request – GrayRobinson, P.A.

Board Meeting Date: February 10, 2026

Requested Action: Approve the request for conflict of interest waiver, dated February 4, 2026, by GrayRobinson, P.A.

School Board Policy Requirement/Authority: N/A

Statutory Requirement/Authority: Pursuant to Florida Rule of Professional Conduct 4-1.8(b), an attorney cannot represent any client if the representation of that client will be directly adverse to the interests of another client, unless each client, after consultation, consents to such representation.

District-zone Impact: District-wide

Impact of the School Board's Vote:

- If the School Board votes "Yes": GrayRobinson, P.A. could represent Broward Health in the potential land sale while maintaining its separate, existing representation of The School Board of Broward County, Florida (SBBC) in unrelated matters.

- If the School Board votes "No": GrayRobinson, P.A. could not represent Broward Health in the potential land sale while maintaining its separate, existing representation of SBBC in unrelated matters.

Background/History

GrayRobinson, P.A. ("the Firm") provides ongoing legal defense services to SBBC in connection with various employment and negligence matters.

The Firm is seeking approval of a conflict-of-interest waiver related to the use of the Firm as legal counsel for Broward Health in the potential purchase of vacant land in Parkland from SBBC. Although the Firm represents SBBC in other matters, it is not representing SBBC in this potential transaction; SBBC is represented by Balocco & Abril.

Under Florida Bar Rules, the Firm may represent Broward Health in this transaction only if both SBBC and Broward Health provide written consent. The Firm has confirmed that the transaction will not adversely impact its existing relationship with SBBC and will withdraw from representing either party should a dispute arise.

The Firm is seeking a signed waiver from both entities before proceeding.

The General Counsel's office has reviewed the request and has no objection to same. Furthermore, Rule 4-1.8(b) prohibits a lawyer from using any information relating to the representation of a client to the detriment of the client's interests without further informed consent by the client.

A Conflict of Waiver acknowledgment form is attached for execution by the Chair and the Superintendent should the waiver request be approved.

Alignment to 2027 Goals and Guardrails:
Business Operations
Measurable Outcome(s)/Return on Investment: N/A

Financial Impact, Funding Source & Budget Status:

- There is no financial impact to the District.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original spending authority request	N/A	N/A	N/A	N/A	N/A
First Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Second Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A

Multi-year agreement: N/A

Procurement Method: N/A

Impact on Schools: N/A

If there is an impact on schools, how will schools be selected/prioritized: N/A

Stakeholder Engagement/ End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: N/A

Jeanette Flores | Jeanette.Flores@gray-robinson.com | **D** 813.273.5116
101 E. Kennedy Boulevard, Suite 4000, Tampa, Florida 33602 | **T** 813.273.5000 | **F** 813.273.5145

February 4, 2026

VIA EMAIL to
The School Board of Broward County, Florida

Re: Waiver of conflict of interest in connection with the sale of land from the School Board of Broward County ("School Board) to North Broward Hospital District ("Broward Health")

Dear Ms. Leonardi and Dr. Hepburn:

The purpose of this letter is to request the School Board's written waiver of any existing or potential ethical conflicts associated with GrayRobinson, P.A.'s representation of Broward Health in the real estate transaction described below (the "Transaction").

Broward Health is planning to purchase vacant land located in Parkland, Florida from the School Board and Broward Health requested GrayRobinson, P.A. ("GrayRobinson") be its legal counsel with respect to this Transaction. Jeanette Flores will be Gray Robinson's lead attorney in this matter and Ms. Flores has not worked on any matters for the School Board. The School Board is represented by Joseph Balocco of Balocco & Abril in the Transaction.

Chapter 4 (Rules of Professional Conduct) contained in the Rules Regulating The Florida Bar governing the legal profession and members of the Florida Bar preclude GrayRobinson's representation of Broward Health if its interests are directly adverse to School Board and its interests unless: (1) we believe our representation of Broward Health would not adversely affect our responsibilities to and existing relationship with the School Board; and (2) the School Board and Broward Health both consent in writing to the Firm's simultaneous representation and work for both the School Board and Broward Health.

In view of these circumstances, we respectfully ask the School Board to grant a waiver of any conflict of interest for this Transaction and no other matters. If any dispute, litigation, or arbitration should arise between the School Board and Broward Health in connection with this Transaction, then GrayRobinson will withdraw from further representation of Broward Health and will not represent either Broward Health or the School Board in the matter. If the School Board is concerned about this Transaction for any reason, then please do not grant this request. We are interested in representing Broward Health in this matter only if the School Board is comfortable with this waiver request.

If the School Board approves and is willing to waive existing or potential ethical conflicts associated with GrayRobinson, P.A.'s representation of Broward Health in this Transaction, then please sign the acknowledgement set forth below and email the executed copy of this waiver letter to me as soon as possible. We will also be requesting a signed waiver of conflicts from Broward Health.

Thank you.

Sincerely,

Jeannette Flores

The undersigned is authorized to sign this letter and hereby waives any conflicts with respect to the Transaction described in this letter.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Name: Sarah Leonardi, Chairperson of the Board

Date: _____

By: _____
Name: Dr. Howard Hepburn, Superintendent of Schools

Date: _____

Status: WITHDRAWN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	M. Strategy & Innovation
DEPARTMENT:	Facility Planning & Real Estate

Agenda Item Number:	M-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Second Amendment to the Recreation License Agreement WITHDRAWN

REQUESTED ACTION:

Approve the Second Amendment to the Recreation License Agreement (RLA) between the School Board of Broward County, Florida (SBBC) and the City of Dania Beach (CITY). District 1

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Second Amendment to RLA
- Memo to Withdraw

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Valerie S. Wanza	Phone:	754-321-2650
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Howard Hepburn, Superintendent of Schools

Signature

Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer Jan

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Valerie S. Wanza
Title: Chief Officer, Strategy & Innovation
Phone: (754) 321-2650

EXECUTIVE SUMMARY

Second Amendment to Recreation License Agreement

Board Meeting Date: February 10, 2026

Requested Action:

Approve the Second Amendment to the Recreation License Agreement (RLA) between the School Board of Broward County, Florida (SBBC), and the City of Dania Beach (City).

School Board Policy Requirement/Authority:

Not applicable

Statutory Requirement/Authority:

Section 1013.15 Florida Statutes

District-zone Impact: District 1

Impact of the School Board's Vote:

- If the Board votes "Yes": If the Board votes **"Yes,"** the Second Amendment to the Recreation License Agreement (Second Amendment to RLA) will become effective, granting the City a **Right to Purchase (RTP)** for the licensed premises (See Exhibit A of the Second Amendment to RLA) located at Olsen Middle School, if and when the SBBC decides to sell the licensed premises in the future.
- If the Board votes "No": The City will not be granted a RTP the licensed premises, if and when the SBBC decides to sell the licensed premises at a future date. While the RLA and the First Amendment to RLA would remain in effect, the City would not have a guaranteed opportunity to purchase the licensed premises, and therefore, would have no assurance in protecting the long-term recreational improvements investment it made on the licensed premises.

Background/History

For context, Recreation License Agreements (RLAs), previously known as Master Lease Agreements (MLAs), are long-term agreements designed to ensure continuous use of the facilities identified within them. Although their durations vary, RLAs typically span between 20 and 50 years. This long-term structure enables Licensees — such as municipalities to:

1. Lease existing recreational areas of properties owned by SBBC for the purpose of utilizing the recreational amenities identified in the RLAs.

2. Lease existing recreational areas of SBBC school grounds for the purpose of making recreational improvements to the existing recreational amenities contained therein on the school grounds and identified in the RLAs.

3. Lease the outdoor areas of SBBC school grounds for long durations to construct parks and new recreational amenities.

Additionally, the municipalities' primary intent of the scenarios listed above, is to subsequently enable their residents to utilize the recreational areas/amenities at pertinent school grounds during after school hours, on weekends, and during SBBC recognized holidays. Likewise, students at SBBC school locations, whose grounds the recreational amenities are located on, are afforded the right and opportunity to utilize the recreational areas/amenities during school hours.

The City currently maintains two RLAs with SBBC, each with terms ranging from 25 to 40 years. These agreements cover: (1) the licensed leased premises at Olsen Middle School; and (2) the lease of SBBC-owned vacant land at the Griffin Road site, where the City previously constructed the park now known as Patrick J. Meli Park.

The current RLA with the City for the licensed premises on Olsen Middle School grounds, was amended via a First Amendment to RLA, to permit the City to construct the following within the licensed premises:

1. Parking spaces
2. One track and field with a multi-purpose center field with synthetic grass
3. One passive walk-park
4. One tennis court
5. Two pickleball courts
6. One facility that the City Parks and Recreation Department could occupy
7. One multi-age playground with sunshade canopy
8. One basketball court
9. Fencing, gates, and locks where necessary

This Second Amendment to RLA grants the City the RTP the Olsen Middle School licensed premises. If SBBC sells the property in the future, the City has the first right to buy it at appraised fair market value for recreation, per School Board Policy 8030. The deed will include a **20-year Restrictive Covenant** ensuring the land is used only for public recreational purposes during that time.

By approving the Second Amendment to the RLA, SBBC ensures that if the licensed premises are sold, they will remain for community recreational use for at least 20 years, protecting the City's investment in recreational improvements at Olsen Middle School.

Alignment to 2027 Goals and Guardrails:

Business Operations

Measurable Outcome(s)/Return on Investment:

1. The binding obligation contained in the Second Amendment to RLA assures that if the SBBC decides to sell the licensed premises in the future, and with the City's RTP the licensed premises, the licensed premises will remain dedicated to **public recreational purposes** for at least 20 years as called for in the **Restrictive Covenant**.

2. The access to and use of the licensed premises and the modern recreational amenities contained thereon by the students attending Olsen Middle School.

Financial Impact, Funding Source & Budget Status:

There is no financial impact to the District.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original spending authority request	N/A	N/A	N/A	N/A	N/A
First Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Second Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A

Multi-year agreement: Yes / No

Not applicable

Procurement Method:

Not applicable

Impact on Schools:

Not applicable

If there is an impact on schools, how will schools be selected/prioritized:

Not applicable

Stakeholder Engagement/ End-User Input:

Not applicable

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:

Not applicable

Additional Backup:

None

SECOND AMENDMENT TO RECREATION LICENSE AGREEMENT

THIS SECOND AMENDMENT TO RECREATION LICENSE AGREEMENT is made and entered into as of this_____ day of _____, 2026, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
(hereinafter referred to as **"SBBC"**),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue,
Fort Lauderdale, Florida 33301

and

CITY OF DANIA BEACH, FLORIDA
(hereinafter referred to as **"City"**),
a Florida municipal corporation
whose principal place of business
is 100 W. Dania Beach Blvd.,
Dania Beach, Florida 33004

WHEREAS, on January 18, 2023, SBBC and the City entered into a Recreation License Agreement (**"Agreement"**) to allow the City to make specific recreational improvements on and utilize portions of SBBC owned land (Site No. 47.1, a/k/a Olsen Middle School) for recreational and parking purposes; and

WHEREAS, on May 24, 2024, the parties entered into a First Amendment to memorialize the City's planned new conceptual recreational improvements planned for construction in the Licensed Premises at Olsen Middle School site; and

WHEREAS, the parties desire to amend the Agreement so that in the event the SBBC decides to sell Site No. 47.1, the City shall be afforded the right to purchase the Licensed Premises as identified in **Exhibit "A"** attached hereto; and

WHEREAS, the Parties mutually agree to amend the Agreement to memorialize the City's right to purchase the Licensed Premises at Olsen Middle School site.

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

ARTICLE 1 - RECITALS

1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals areincorporated herein by reference.

ARTICLE 2-RIGHT TO PURCHASE

2.01 The Agreement is hereby amended by ADDING a new Article 3.22 as follows:

3.22 **Grant of Right**: SBBC grants the City the Right to Purchase ("RTP") the Licensed Premises as depicted in the sketch included in Exhibit "A" of the Recreation License Agreement. This RTP will remain in effect during the term of this Lease and any valid renewals or extensions thereof.

(a) Exercise of Right: The City has ninety (90) calendar days from the receipt of a Notice of Intent to Sell to exercise this RTP. To do so, the City must deliver written notice to SBBC expressing its intent to purchase the Licensed Premises. The closing of the sale shall occur within six (6) months of the date the RTP was exercised (the "Closing Period"). For purposes of this Agreement, "Notice of Intent to Sell" means a written notice delivered by SBBC to the City indicating that SBBC has determined to offer the Licensed Premises for sale.

(b) Purchase Price: The purchase price will be determined by an appraisal that values the land solely for its use as recreational land. The appraisal will not take into account the Licensed Premises' value for commercial, industrial, or residential development purposes, but will focus on its fair market value for outdoor public recreational activities. Additionally, any improvements to the property will not be included in the purchase price.

(c) Appraisals: The SBBC will determine the purchase price of the Licensed Premises in accordance with School Board Policy 8030.

(d) Closing Cost: The City shall be solely responsible for all closing costs associated with the purchase of the Licensed Premises, including but not limited to title insurance, recording fees, documentary stamp taxes, and other customary expenses.

(e) Restrictive Covenant. The deed will include a restrictive covenant for public use. This covenant will be binding on the City and all future owners of the Licensed Premises for a duration of twenty (20) years from the date the deed is recorded. The covenant will automatically expire on the twentieth (20th) anniversary of the deed's recording unless it is renewed through a separate recorded agreement.

2.02 Order of Precedence among Agreement Documents. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

(a) This Second Amendment to Recreation License Agreement; and
(b) This First Amendment to Recreation License Agreement; and
(c) The Recreation License Agreement.

2.03 Other Provisions Remain in Force. Except as modified herein, said Recreation License Agreement and the First Amendment to Recreation License Agreement shall remain in full force and effect.

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, the parties hereto have each executed this Second Amendment to the Recreation License Agreement.

FOR SBBC

(CORPORATE SEAL)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

_____
Sarah Leonardi, Chair

ATTEST:

_____
Dr. Howard Hepburn, Superintendent of Schools

Approved as to form and legal content:

_____
Office of the General Counsel

(Remainder of page intentionally left blank; signature page follows)

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement effective as of December 9, 2025.

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS, MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS

EVE A. BOUTSIS, CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

DANIA BEACH
ESTABLISHED 1904

EXHIBIT A

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. HOWARD HEPBURN
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

February 9, 2026

TO: School Board Members

FROM: Dr. Valerie S. Wanza
Chief Strategy & Innovation Officer

VIA: Dr. Howard Hepburn
Superintendent of Schools

SUBJECT: **WITHDRAWAL OF M-1, SECOND AMENDMENT TO THE RECREATION LICENSE AGREEMENT FROM THE FEBRUARY 10, 2026, REGULAR SCHOOL BOARD MEETING**

Please withdraw M-1, Second Amendment to the Recreation License Agreement from the February 10, 2026, Regular School Board Meeting.

HH/VSW:pw

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	O-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Superintendent's Recommendations for Pre-Qualification Certification

REQUESTED ACTION:

Approve the Recommendations of the Qualification, Selection, and Evaluation Committee (QSEC) Meeting held on January 15, 2026, to certify, re-certify firms, increase pre-qualification limits for specific firms, and revoke those that did not renew, as reflected in the attached Superintendent Recommendations - Tracking Report. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Superintendent Recommendation
- Pre-Qualification Report

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jan 27, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Romaneir D. Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

EXECUTIVE SUMMARY

Pre-Qualification of Contractors
Superintendent's Recommendations for Pre-Qualification Certification

---

Board Meeting Date: February 10, 2026

Requested Action:
Approve the Recommendations of the Qualification, Selection, and Evaluation Committee (QSEC) Meeting held on January 15, 2026, to certify, re-certify firms, increase pre-qualification limits for specific firms, and revoke those that did not renew, as reflected in the attached Superintendent Recommendations - Tracking Report.

School Board Policy Requirement/Authority: Not Applicable

Statutory Requirement/Authority: Yes. The State Requirements for Educational Facilities (SREF), 2014 Edition.

District-Zone Impact: District-wide

Impact of the School Board's Vote:
- If the School Board votes "Yes": The District will certify, re-certify firms, increase pre-qualification limits for specific firms, and revoke those that did not renew. Fourteen (14) firms representing sixteen (16) licenses will be recertified; Two (2) firms representing three (3) licenses will increase limits; Zero (0) firms are newly certified; and three (3) firms representing four (4) licenses are automatically revoked.
- If the School Board votes "No": Denial by the School Board would stop the pre-qualification process, causing interruptions in the construction projects. This would also delay the issuance of new firms becoming prequalified and those firms that wanted to increase their limits.

Background/History
State statutes, regulations, and School Board policies allow contractors who wish to pursue work with the District the opportunity to pre-qualify. These requirements mandate that a contractor is pre-qualified at the bid opening and that the School Board acts on a pre-qualification application within sixty (60) days. State regulations and School Board policy require that the School Board act on appeals within thirty (30) days, District-wide. The pre-qualification application process is in accordance with State Requirements for Educational Facilities (SREF) Chapter 4, Section 4.1(1), F.S. 1013.46, and School Board Policy 7003.1. The Procurement & Logistic Operations Department administers compliance with SREF and School Board policy requirements.

The criterion for pre-qualification is based on the single bid limit amount of the largest successfully completed project of a similar size and scope. The company's surety bonding or audited financial information determines the aggregate limit amount. The Procurement & Logistic Operations staff review the applications, make recommendations, and facilitate QSEC meetings. QSEC considers staff's recommendations and then forwards its recommendations to the Superintendent. The pre-qualification report provides data on the total number of pre-qualified companies by license type, new applications, renewal applications, and revoked applications.

"This item identifies fourteen (14) firms representing sixteen (16) licenses that will be re-certified; Two (2) firms are recommended to Increase Limits: 1) LEGO Construction Co., 2) State Contracting & Engineering Corporation."

Alignment to 2027 Goals and Guardrails:
Guardrail 3: School Support

Measurable Outcome(s)/Return on Investment:
Not Applicable

Financial Impact, Funding Source & Budget Status:
There is no financial impact to the District.

Multi-year agreement: Yes/No
Not Applicable

Procurement Method:
Not Applicable

Impact on Schools:
Having a pool of pre-qualified contractors allows us to complete construction projects.

If there is an impact on schools, how will schools be selected/prioritized:
Not Applicable

Stakeholder Engagement/ End-User Input:
Not Applicable

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
Not Applicable

Additional Backup:
Not Applicable

Superintendent Recommendations - Tracking Report

Regular School Board Meeting	2/10/2026
Superintendent Recommmentations	
Recommend to Certify	0
Recommend to Re-Certify	16
Recommend to Not Certify	0
Recommend to Not Re-Certify	0
Recommend to Increase Limits	3
Revoke Certification	0
Suspend Certification	0
Certification Revoked Automatically*	4
Grand Total	23

Pre-Qualified Contractors Summary Fiscal Year To Date	
Approved Certification Applications	4
Approved Re-Certification Applications	121
Approved Request to Not Certify	0
Approved Request to Not Re-Certify	0
Approved Request to Increase Limits	5
Total Pre-Qualification Applications	130
Total of E/S/M/WBE Pre-Qualified	***67***
Contractors Automatically Revoked	*15*
Contractors Revoked	*0*
Contractors Suspended	*0*

CONTRACTOR	Application Submitted	E/S/M/WBE Certification Type	Ethnicity/Gender	E/S/M/WBE Expiration Date	QSEC Review Date	QSEC Action	License For	Per Project Limit	Aggregate Limits	Board Action Date	Pre-Qual Expiration Date
Advanced Roofing, Inc.	12/16/2025				1/15/2026	Recommend to Re-Certify	Class A Air Conditioning	$ 1,628,826.00	$ 150,000,000.00	2/10/2026	2/9/2027
Advanced Roofing, Inc.	12/16/2025				1/15/2026	Recommend to Re-Certify	State Roofing	$ 6,466,750.00	$ 150,000,000.00	2/10/2026	2/9/2027
Advanced Roofing, Inc.	12/16/2025				1/15/2026	Recommend to Re-Certify	State General	$ 7,500,000.00	$ 150,000,000.00	2/10/2026	2/9/2027
AGC Electric, Inc.	1/5/2025	SMBE	HA	12/4/2027	1/15/2026	Recommend to Re-Certify	State Electrical	$ 10,000,000.00	$ 25,000,000.00	2/10/2026	2/9/2027
Design Controls, Inc. d/b/a DCI Systems Group, Inc.	1/9/2026				1/15/2026	Recommend to Re-Certify	State Mechanical	$ 250,000.00	$ 40,000,000.00	2/10/2026	2/9/2027
Armor Courts Incorporated		ESWBE	FW	3/17/2026	1/15/2026	Certification Revoked Automatically*	Broward County 3E Striping, Marking and Signage of Roadways (Inc. Pavements)			2/10/2026	2/9/2027
Best Roofing Services, LLC	1/8/2026				1/15/2026	Recommend to Re-Certify	State Roofing	$ 4,542,000.00	$ 50,000,000.00	2/10/2026	2/9/2027
Beynon Sports Surfaces, Inc.	12/15/2025				1/15/2026	Recommend to Re-Certify	Broward County Painting Interior & Exterior	$ 1,860,152.00	$ 500,000,000.00	2/10/2026	2/9/2027
Dant Clayton Corporation					1/15/2026	Certification Revoked Automatically*	State General			2/10/2026	2/9/2027
Florida Engineering and Development Corp.					1/15/2026	Certification Revoked Automatically*	State General			2/10/2026	2/9/2027
Florida Engineering and Development Corp.					1/15/2026	Certification Revoked Automatically*	State Electrical			2/10/2026	2/9/2027
Francis Engineering, Inc.	1/8/2026	SMBE	AA	7/21/2026	1/15/2026	Recommend to Re-Certify	State Fire Protection Contractor II	$ 2,000,000.00	$ 8,000,000.00	2/10/2026	2/9/2027
LEGO Construction Co.	1/5/2025				1/15/2026	Recommend to Increase Limits	State General	$ 29,214,720.00	$ 300,000,000.00	2/10/2026	
LEGO Construction Co.	1/5/2025				1/15/2026	Recommend to Increase Limits	State Roofing	$ 29,214,720.00	$ 300,000,000.00	2/10/2026	
Link Construction Group, Inc.	12/18/2025				1/15/2026	Recommend to Re-Certify	State General	$ 80,000,000.00	$ 300,000,000.00	2/10/2026	2/9/2027
Master Mechanical Services, Inc.	12/5/2025				1/15/2026	Recommend to Re-Certify	State Mechanical	$ 1,149,600.00	$ 15,000,000.00	2/10/2026	2/9/2027
Playmore West, Inc.	11/21/2025				1/15/2026	Recommend to Re-Certify	State Building	$ 159,500.00	$ 40,000,000.00	2/10/2026	2/9/2027
Pro Insulation, Inc.	12/11/2025	ESWBE	FW	3/16/2026	1/15/2026	Recommend to Re-Certify	Broward County Insulation Contractor	$ 300,000.00	$ 500,000.00	2/10/2026	2/9/2027
Roofing Concepts Unlimited/Florida, Inc.	11/20/2025				1/15/2026	Recommend to Re-Certify	State Roofing	$ 2,000,000.00	$ 10,500,000.00	2/10/2026	2/9/2027

Superintendent Recommendations - Tracking Report

	CONTRACTOR	Application Submitted	E/S/M/WBE Certification Type	Ethnicity/Gender	E/S/M/WBE Expiration Date	QSEC Review Date	QSEC Action	License For	Per Project Limit	Aggregate Limits	Board Action Date	Pre-Qual Expiration Date
	S3S Construction, Inc.	12/3/2025	ESMBE	AA	1/25/2028	1/15/2026	Recommend to Re-Certify	State General	$ 1,000,000.00	$ 2,000,000.00	2/10/2026	2/9/2027
	State Contracting & Engineering Corporation	1/8/2026				1/15/2026	Recommend to Increase Limits	State General	$ 25,624,598.00	$ 125,000,000.00	2/10/2026	2/9/2027
	Superior Electrical Contractors, Inc.	12/2/2025	SMWBE	HA	5/18/2026	1/15/2026	Recommend to Re-Certify	State Electrical	$ 10,381,614.00	$ 75,000,000.00	2/10/2026	2/9/2027
	Thermal Concepts, LLC	1/8/2026				1/15/2026	Recommend to Re-Certify	Class A Air Conditioning	$ 10,000,000.00	$ 30,000,000.00	2/10/2026	2/9/2027

Note: Automatically Revoked Certifications do not require board action. Pursuant to SREF Chapter 4, Section 4.1(1)(e)1, the pre-qualification certificate for a firm that has failed to submit its renewal application after at least 30 days written notice is automatically revoked.

PROCUREMENT & WAREHOUSING SERVICES

PRE-QUALIFICATION REPORT

PRE-QUALIFIED CONTRACTORS AS OF 1/15/2026

TOTAL No. OF PRE-QUALIFIED CONTRACTORS	As of	12/18/2025	1/15/2026
		198	195

Companies by License	# of Certificates	# of E/S/M/WBE Certificates	Companies by License	# of Certificates	# of E/S/M/WBE Certificates
Broward County 3A Major Roads - Asphalt & Concrete	3	0	State Certified Class B Air-Conditioning	1	1
Broward County 3B Minor Roads - Asphalt & Concrete	1	0			
Broward County 3E Striping, Marking & Signage of Roadways	0	0	State Certified Underground Utility & Excavation	1	0
Broward County Demolition (Non-Explosive)	0	0	State Certified Specialty Contractor	10	2
Broward County Fence Erection	5	2	State Electrical	16	8
Broward County Insulation Contractor	1	1	State Elevator	2	0
Broward County Limited Energy System Specialty Contractor	1	0	State Fire Suppression	1	0
Broward County Painting Interior/Exterior	7	2	State Fire Protection Contractor II	3	1
Concrete Placing & Finishing	1	0	State General	93	33
Pollutant Storage System Contractor	1	1	State Mechanical	15	7
State Alarm System Contractor I	4	1	State Mechanical (Test & Balance)	1	0
State Alarm System Contractor II	2	1	State Plumbing	2	0
State Asbestos	4	0	State Roofing	20	2
State Building	9	1			
State Certified Air-Conditioning	2	1			
State Certified Class A Air-Conditioning	6	3			
Grand Total *				**212**	**67**

* The total number does not match with the total number of pre-qualified contractors, because a company may be pre-qualified under multiple licenses, generating duplicated records.

PRE-QUALIFICATION PROCESS ACTIVITY

	2024-2025	12/18/2025	1/15/2026	Fiscal Year To Date
Approved Certification Applications	14	0	0	4
Approved Re-Certification Applications	235	22	16	121
Approved Request to Increase Limits	6	2	3	5
Total Approved	**255**	**24**	**19**	**130**
Applications Recommended to Not Certify/Re-Certify	0	0	0	0
Total Applications Processed	**255**	**24**	**19**	**130**
Revoked Contractors (No response of Renewal Notice wihtin 30 Days)	**18**	**0**	**4**	**15**

PRE-QUALIFIED E/S/M/WBE CONTRACTORS

Companies by Ethnicity/Gender

	Female	Male	Total	
African American	1	12	13	19%
Asian American	0	1	1	1%
Hispanic American	9	19	28	42%
White American	11	14	25	37%
Grand Total	**21**	**46**	**67**	
%	31%	69%		

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Economic Development Opportunities & Compliance

Agenda Item Number:	O-2.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

SDOP Summary of Progress Report - October 1, 2025 - December 31, 2025

REQUESTED ACTION:

Receive SDOP Summary of Progress for the October 1, 2025 - December 31, 2025 Reporting Period. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Summary of Progress

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir Johnson	Phone:	754-321-1992
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jan 27, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Romaneir Johnson
Title: Chief Financial Officer
Phone: 754-321-1992

EXECUTIVE SUMMARY

Supplier Diversity Outreach Program Summary of Progress

Board Meeting Date: February 10, 2026

Requested Action: Receive an update on the Supplier Diversity Outreach Program (SDOP) Summary of Progress for the October 1, 2025 – December 31, 2025 reporting period – Quarter 2.

School Board Policy Requirement/Authority: Policy 3330 - Supplier Diversity Outreach Program.

Statutory Requirement/Authority: N/A

District-zone Impact: District-wide.

Impact of the School Board's Vote:
- If the School Board votes "Yes": A Yes vote on this item will ensure that the Board's request to receive quarterly updates on the progress of the SDOP is fulfilled.
- If the School Board votes "No": A No vote on this item would not impact the Economic Development Opportunities & Compliance Department's (EDOC) continued implementation of programs to advance District goals for local small businesses and Certified Emerging/Small/Veteran/Minority/Women Business Enterprise (E/S/V/M/WBE) firms in procurement opportunities across all industry categories.

Background/History
The local business community is a critical component of the District's supply chain, and South Florida's economic infrastructure, benefiting our students and families. This item tracks activities undertaken by the Economic Development Opportunities & Compliance Department to increase utilization of local small, veteran, minority, and women-owned firms in District procurements.

Alignment to 2027 Goals and Guardrails: Business Operations.

Measurable Outcome(s)/Return on Investment: The measurable outcome is increased District spend with local E/S/V/M/WBE Certified suppliers.

Financial Impact, Funding Source & Budget Status: There is no existing, nor additional funding necessary for this item.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original spending authority request	N/A	N/A	N/A	N/A	N/A
First Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Second Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A

Multi-year agreement: N/A

Procurement Method: N/A

Impact on Schools: N/A

If there is an impact on schools, how will schools be selected/prioritized: N/A

Stakeholder Engagement/ End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: N/A

SUMMARY OF PROGRESS
ECONOMIC DEVELOPMENT OPPORTUNITIES & COMPLIANCE DEPARTMENT
SUPPLIER DIVERSITY OUTREACH PROGRAM
REPORTING PERIOD: OCTOBER 1, 2025 - DECEMBER 31, 2025 (FY26 Q2)

The Economic Development Opportunities & Compliance Department (EDOC) oversees the District's Supplier Diversity Outreach Program (SDOP). It is governed by School Board of Broward County Policy 3330 - Supplier Diversity Outreach Program and related Standard Operating Procedures. Policy 3330 was adopted to remedy the ongoing effects of identified marketplace discrimination that continue to adversely affect the participation of Emerging/Small/Veteran/Minority/Women Business Enterprises (E/S/V/M/WBE) in District procurement opportunities. The policy was updated by the Board on January 23, 2024 based on the Keen Independent Research 2023 Broward County Public Schools Disparity Study.

As EDOC continues to serve as a conduit to ensure inclusive procurement activity, we are implementing additional activities to fortify the target market. The summaries and illustrations below provide an update on the continual progress of SDOP for the October 1, 2025 - December 31, 2025 reporting period.

DISTRICT SPEND

DISTRICT SPEND OVERVIEW

	FY26 Q1 (July - September 2025)	%	FY26 Q2 (October - December 2025)	%
Certified	$21,910,276.08	8.38%	$30,095,972.77	8.03%
Non-Certified	$239,428,000.52	91.62%	$344,613,237.10	91.97%
Total	$261,338,276.60	100.00%	$374,709,209.87	100.00%

Source: Procurement and Logistic Operations Department EDOC Goal Setting FY26 2nd Qtr 1-08-2026

Of a total amount of $374.7M in District spend during FY26 Q2, BCPS Certified small/local businesses were paid $30.1M, or 8.03%, cumulatively across 112 BCPS Certified small/local businesses.

FY26 Q2 CERTIFIED SPEND BY ETHNICITY

Ethnicity	Amount	Percentage
African American	$8,068,000.25	26.81%
Asian American	$2,620,167.68	8.71%
Hispanic American	$11,952,233.97	39.71%
Non-Minority SBE	$3,016,311.80	10.02%
Veteran Business Enterprise	$1,840.00	0.01%
White Female	$4,437,419.07	14.74%
Total Certified Spend	**$30,095,972.77**	**100.00%**

Source: Procurement and Logistic Operations Department EDOC Goal Setting FY26 2nd Qtr 1-08-2026

DISTRICT SPEND BY COMMODITY

Commodity Group	Non-Certified	Certified	Total
Academic / Student Services	$ 48,274,838	$ 108,985	$ 48,383,823
Business Operations Products	$ 5,159,444	$ 300,372	$ 5,459,815
Business Operations Services	$ 76,956,830	$ 5,242,293	$ 82,199,123
Facilities / Maintenance / Repair (Inside)	$ 5,418,970	$ 2,135,622	$ 7,554,592
Food Services / Cafeteria	$ 47,951,750	$ 5,827,190	$ 53,778,940
Grounds / Structure / Exterior (Outside)	$ 21,915,615	$ 7,975,251	$ 29,890,867
Human Resources	$ 3,619,248	$ 3,823	$ 3,623,071
Janitorial / Custodial	$ 2,056,279	$ 569,042	$ 2,625,320
Major Construction	$ 15,370,344	$ 7,157,836	$ 22,528,181
Technology	$ 84,107,309	$ 726,151	$ 84,833,460
Transportation/Logistics	$ 33,782,611	$ 49,408	$ 33,832,019
Total	**$ 344,613,237**	**$ 30,095,973**	**$ 374,709,210**

The firms are listed below including the respective payment amounts, ethnicity, and gender.

FY26 Q2 PAYMENTS TO CERTIFIED FIRMS

	VENDOR	NET VALUE	GENDER	ETHNICITY
1	A HEALTHY LIFE NOW INC	$53,625.00	Female	White Female (WF)
2	ACALETICS	$144,917.62	Female	African-American (AA)
3	ADRIAN GONZALES & ASSOCIATES PA	$19,000.00	Male	Hispanic-American (HA)
4	AGC ELECTRIC INC	$1,331,367.44	Male	Hispanic-American (HA)
5	AIRQUEST ENVIRONMENTAL INC	$81,585.00	Female	White Female (WF)
6	ALISONS PEDIATRIC OCCUPATIONAL THER	$61,777.50	Female	White Female (WF)
7	ALL FLORIDA PAPER	$397,255.12	Male	Hispanic-American (HA)
8	AMERICAN PORTABLE AIR INC	$20,038.00	Male	Hispanic-American (HA)
9	AMER-PLUS JANITORIAL MAINTENANCE LL	$450.00	Female	African-American (AA)
10	ANTHONY BRUNSON PA	$67,000.00	Male	African-American (AA)
11	APRICOT OFFICE INTERIORS INC	$134,252.50	Female	African-American (AA)
12	ASMA PROFESSIONAL SERVICES INC	$53,625.00	Female	Asian-Pacific American (AP)
13	ATLANTIC CHARTERS INC	$2,817.50	Male	Non-Minority SBE
14	AUM ARTI PEDIATRIC THERAPY LLC	$61,777.50	Female	Asian-Pacific American (AP)
15	AW THERAPY SERVICES INC	$169,027.50	Female	White Female (WF)
16	BLIZZARD AIR CONDITIONING LLC	$47,272.00	Male	Hispanic-American (HA)
17	BRIGHT & CLEAR SOFT AND PRESSURE	$122,460.00	Male	African-American (AA)
18	C&F ELECTRIC OF FORT LAUDERDALE INC	$1,524,394.00	Male	Non-Minority SBE
19	CANE WIRELESS INC	$558.00	Male	African-American (AA)
20	CES THERAPY LLC	$61,777.50	Female	Hispanic-American (HA)
	SUBTOTAL CERTIFIED SPEND	**$4,354,977.18**		

Source: Procurement and Logistic Operations Department EDOC Goal Setting FY26 2nd Qtr 1-08-2026

FY26 Q2 PAYMENTS TO CERTIFIED FIRMS

	VENDOR	NET VALUE	GENDER	ETHNICITY
21	CHJT LLC DBA FLORIDA ANIMAL REMOVAL	$36,475.00	Female	White Female (WF)
22	CITY FIRE INCORPORATED	$151,334.35	Female	White Female (WF)
23	CLASSROOM OUTFITTERS LLC	$364,152.34	Male	Non-Minority SBE
24	CONEMCO ENGINEERING INC	$103,069.05	Male	Hispanic-American (HA)
25	CONNECTION THERAPY 4 KIDS	$1,258,666.00	Male	African-American (AA)
26	COR-CHITECTS	$7,499.00	Female	African-American (AA)
27	COWARD & COWARD PA	$53,000.00	Female	African-American (AA)
28	DC FENCE SOLUTIONS CORP	$5,613.52	Male	Non-Minority SBE
29	DCI SYSTEMS GROUP INC DBA ALBIERO E	$1,583.00	Male	Hispanic-American (HA)
30	DECON ENVIRONMENTAL & ENGINEERING I	$113,851.80	Female	White Female (WF)
31	DESIGNS BY ELEMENT LLC	$281,640.00	Male	African-American (AA)
32	DORSAINVIL CONSTRUCTION LLC	$199,987.42	Male	African-American (AA)
33	EBS ENGINEERING INC	$10,600.00	Female	African-American (AA)
34	EDUCATIONAL THERAPY ASSOCIATES	$290,167.50	Female	White Female (WF)
35	EVERGREEN CLEANING SERVICE INC	$50,640.14	Female	African-American (AA)
36	FEAT TRAVEL INC	$268,422.34	Male	African-American (AA)
37	FLAMINGO EDUCATIONAL TOURS OF	$3,000.00	Male	Hispanic-American (HA)
38	FONSIS LLC	$49,220.00	Male	African-American (AA)
39	FSN CONTRACTING SERVICES LLC	$230,875.00	Female	White Female (WF)
40	FUN THERAPY SERVICES INC.	$53,625.00	Female	Subcontinent Asian-American
41	GETOTNOW LLC	$160,875.00	Female	White Female (WF)
42	GO GREEN DOCUMENT SOLUTIONS INC	$18,929.25	Male	African-American (AA)
43	GOLD COAST ENVIRONMENTAL SOLUTIONS	$110,000.00	Female	White Female (WF)
44	GOMEZ & SON FENCE CORP	$65,036.00	Female	Hispanic-American (HA)
45	GONZALEZ, DIANA	$61,777.50	Female	White Female (WF)
46	GRACE & NAEEM UDDIN INC	$1,464,838.00	Female	Hispanic-American (HA)
47	GREEN HORIZON SERVICES INC	$1,087,150.00	Male	Hispanic-American (HA)
48	HARVEY COVINGTON & THOMAS LLC	$108,543.75	Male	African-American (AA)
49	HB HOFFMAN LLC	$2,128,197.00	Female	White Female (WF)
50	HI-TECH IMPORT EXPORT CORPORATION	$6,437.00	Female	White Female (WF)
51	ICG LLC	$179,440.00	Male	Hispanic-American (HA)
52	IMAGE360-LAUDERHILL	$22,678.39	Female	White Female (WF)
53	IN UNISON SCHOOL APPAREL	$6,267.09	Female	Hispanic-American (HA)
54	IPHONE AND IPAD WAREHOUSE LLC	$603,299.77	Male	African-American (AA)
55	ISLAND SUPPLY COMPANY OF SOUTH FLOR	$2,495.64	Male	African-American (AA)
56	J & J INC D/B/A EAGLE PAINTING	$129,700.00	Female	White Female (WF)
57	J AND A CLEANING COMPANY LLC	$176,617.00	Male	Hispanic-American (HA)
58	JASPER ENTERPRISES INC	$613,509.56	Male	African-American (AA)
59	JAVAN LUMBER INC	$61,659.34	Male	Asian-Pacific American (AP)
60	JILL STACIE COHEN INC	$2,790.00	Female	White Female (WF)
	SUBTOTAL CERTIFIED SPEND	**$10,543,661.75**		

Source: Procurement and Logistic Operations Department EDOC Goal Setting FY26 2nd Qtr 1-08-2026

FY26 Q2 PAYMENTS TO CERTIFIED FIRMS

	VENDOR	NET VALUE	GENDER	ETHNICITY
61	JORGE A GUTIERREZ ARCHITECT LLC	$254,455.84	Male	Hispanic-American (HA)
62	KIDS EDUCATIONAL THERAPY SVCS INC	$53,625.00	Female	White Female (WF)
63	LAKDAS/YOHALEM ENGINEERING INC	$12,337.52	Male	African-American (AA)
64	MAAUN PRESSURE CLEANING INC	$33,987.00	Female	Hispanic-American (HA)
65	MAC EDWARDS PRODUCE & COMPANY INC	$5,239,200.00	Male	Hispanic-American (HA)
66	MAD 4 MARKETING INC	$2,500.00	Male	Hispanic-American (HA)
67	MAR GREEN RESOURCES LLC	$16,600.00	Female	White Female (WF)
68	MCG MIMS CONSTRUCTION GROUP LLC	$3,405.60	Male	African-American (AA)
69	MEDIX USA INC	$6,525.18	Male	African-American (AA)
70	MEP ENGINEERING INC	$110,097.50	Male	Hispanic-American (HA)
71	MILLENNIUM TECHNOLOGY GROUP LLC	$120,375.00	Male	African-American (AA)
72	MTD PAINTING AND CONSTRUCTION CORP	$353,453.00	Female	African-American (AA)
73	MUSIC ARTS ENTERPRISES INC MAE	$5,604.50	Male	Non-Minority SBE
74	NEELD PAPER AND SUPPLIES INC	$14,644.56	Female	Hispanic-American (HA)
75	NUTTING ENGINEERS OF FLORIDA INC	$799.95	Male	Non-Minority SBE
76	ODUMS SOD INCORPORATED	$224,451.25	Female	White Female (WF)
77	ONE ON ONE LEARNING CORP	$290,162.00	Male	Hispanic-American (HA)
78	OT TIME, LLC	$107,250.00	Female	Asian-Pacific American (AP)
79	PHOENIX GOLF CAR SALES & SERVICE IN	$37,273.50	Female	Hispanic-American (HA)
80	PHYSICAL THERAPY FOR KIDS WITH	$61,777.50	Male	Non-Minority SBE
81	PRESSURE CLEANING SERVICE ENTERPRIS	$23,700.44	Female	Hispanic-American (HA)
82	PROMOTIONAL SPECIALTIES OF SOUTH	$4,004.00	Female	African-American (AA)
83	RADISE INTERNATIONAL LC	$32,094.11	Female	White Female (WF)
84	REX CHEMICAL CORPORATION	$1,196.00	Male	Asian-Pacific American (AP)
85	RGD CONSULTING ENGINEERS INC	$15,500.00	Female	White Female (WF)
86	RITE WRENCH LLC	$12,844.80	Male	Hispanic-American (HA)
87	ROSS ENGINEERING INC	$205,992.85	Female	White Female (WF)
88	S DAVIS & ASSOCIATES, PA	$44,942.50	Male	African-American (AA)
89	S3S CONSTRUCTION INC	$1,489,088.92	Male	Asian-Pacific American (AP)
90	SCIENCE EYE INC	$24,350.00	Male	Non-Minority SBE
91	SIERRA COMMERCIAL CONSTRUCTION INC	$890,159.57	Male	Hispanic-American (HA)
92	SIGNATURE CONTRACTING & PROPERTY	$2,498,708.53	Male	African-American (AA)
93	SIGNED BY BB LLC DBA PDF SIGNS	$1,840.00	Female	Veteran Business Enterprise
94	SLEIMAN CONSTRUCTION LLC	$101,240.00	Female	African-American (AA)
95	SNAPPER ENTERPRISE - SANDRA CAMPBEL	$2,772.00	Male	Hispanic-American (HA)
96	SONG & ASSOCIATES, INC	$17,167.56	Female	White Female (WF)
97	STATE CONTRACTING & ENGINEERING COR	$523,121.00	Male	Non-Minority SBE
98	TAIE INC DBA MINUTEMAN PRESS OF	$1,144.00	Male	Non-Minority SBE
99	TECH ARMY LLC	$454,894.00	Male	Asian-Pacific American (AP)
100	THE PLAYER'S CONNECTION OF FLORIDA	$4,734.10	Female	Hispanic-American (HA)
	SUBTOTAL CERTIFIED SPEND	**$13,298,019.28**		

Source: Procurement and Logistic Operations Department EDOC Goal Setting FY26 2nd Qtr 1-08-2026

FY26 Q2 PAYMENTS TO CERTIFIED FIRMS

	VENDOR	NET VALUE	GENDER	ETHNICITY
101	THERAPRO STAFFING INC	$737,907.50	Male	African-American (AA)
102	THOUSAND AND ONE PAINTING CORP	$409,160.00	Male	African-American (AA)
103	THREADED NEEDLE BY BRINDA CORP	$825.00	Male	African-American (AA)
104	THREE60PRINTING LLC	$140,298.92	Female	Asian-Pacific American (AP)
105	TOWER PEST CONTROL INC	$37,570.00	Female	Hispanic-American (HA)
106	TROPIC FENCE INC	$60,814.76	Female	White Female (WF)
107	UNIVERSAL ELECTRIC FLORIDA INC	$234,754.60	Male	Non-Minority SBE
108	URGENT MEDICAL CENTER INC	$44,970.00	Male	African-American (AA)
109	VALERIECO LLC	$16,800.00	Male	Hispanic-American (HA)
110	VEER INDUSTRIES & GENERAL CONTRACTI	$196,753.00	Male	Asian-Pacific American (AP)
111	VIA DESIGN STUDIO LLC	$17,622.46	Male	Hispanic-American (HA)
112	ZEMAN CONSULTING GROUP LLC	$1,838.32	Female	African-American (AA)
	SUBTOTAL CERTIFIED SPEND	**$1,899,314.56**		
	TOTAL CERTIFIED SPEND	**$30,095,972.77**		

Source: Procurement and Logistic Operations Department EDOC Goal Setting FY26 2nd Qtr 1-08-2026

DISTRICT UTILIZATION OVERVIEW

	FY26 Q1 (July - September 2025)	%	FY26 Q2 (October - December 2025)	%
Certified	87	7.67%	112	7.41%
Non-Certified	1047	92.33%	1399	92.59%
Total	**1134**	**100.00%**	**1511**	**100.00%**

Commodity Group	Non-Certified	Certified	Total
Academic / Student Services	322	7	329
Business Operations Products	264	7	271
Business Operations Services	454	34	488
Facilities / Maintenance / Repair (Inside)	118	11	129
Food Services / Cafeteria	114	5	119
Grounds / Structure / Exterior (Outside)	175	36	211
Human Resources	29	1	30
Janitorial / Custodial	19	3	22
Major Construction	64	23	87
Technology	150	4	154
Transportation/Logistics	59	6	65
Total	**1399**	**112**	**1511**

Source: Procurement and Logistic Operations Department EDOC Goal Setting FY26 2nd Qtr 1-08-2026

E/S/V/M/WBE CERTIFICATION

FY26 Q1
729
TOTAL CERTIFIED FIRMS

FY26 Q2
788
TOTAL CERTIFIED FIRMS

CERTIFICATION BY ETHNICITY, GENDER AND INDUSTRY CATEGORY

Certified Firms by Ethnicity & Gender	FY26 Q2 Certified Firms	Construction	Architecture & Engineering	Professional Services	Goods	Other Services
African American Male	177	60	23	75	12	52
African American Female	135	14	25	79	13	74
Asian American Male	26	6	1	11	2	10
Asian American Female	15	2	4	5	1	3
Hispanic American Male	180	76	11	45	11	34
Hispanic American Female	86	25	12	34	19	39
Veteran Business Enterprise Male	18	2	4	8	2	3
Veteran Business Enterprise Female	8	0	1	6	0	2
Caucasian Female (WBE)	78	22	12	30	7	37
Non-Minority Male (SBE)	65	24	8	20	8	18
Total	788	231	101	313	75	272
Male-owned Certified Firms	466	168	47	159	35	117
Female-owned Certified Firms	322	63	54	154	40	155

• CERTIFICATION CONTINUED

To increase the engagement of Veteran-Owned firms in the tri-county market, in FY26 Q2, EDOC implemented the following initiatives:

1. Event Invitations: Veteran-Owned firms received targeted, monthly invitations to EDOC outreach events to gain valuable information and insight on Certification and how to do business with the District.

2. Veteran Business Enterprise (VBE) Certification Email Blasts: The EDOC Certification team conducted targeted email campaigns to tri-county VOSB Certified businesses to extend the opportunity to get Certified with BCPS. From outreach events and email notifications, nearly fifty (50) veteran-owned firms have expressed interest in certification with BCPS, and with the launch of the B2Gnow Certification Module, the EDOC Certification Team is providing one-on-one assistance with the process.

3. Data Collection & Tracking Veteran Participation: To assess Veteran engagement for event registration, EDDC includes the question: *"Are you a veteran?"* on the e-form. This enables EDDC to measure and track veteran business participation across all future events and initiatives.

BCPS VETERAN BUSINESS ENTERPRISE FIRMS

	Business Name	Certification Type	Certified Description
1	AJJ Home Services LLC	VBE	Other Services
2	Ateam Solution Services LLC	VBE	Professional Services
3	Beacon Insurance Agency LLC	VBE	Professional Services
4	Beeline Property Inspections Inc	VBE	Professional Services
5	Cane Wireless Inc.	VBE	Goods
6	Classroom Outfitters, LLC	VBE	Goods
7	Cultural Cosmetics, Inc.	VBE	Other Services
8	Delarm, William F.	VBE	Other Services
9	FORTECIT LLC	VBE	Other Services
10	GENERATION ELECTRICAL SERVICES, CORP.	VBE	Construction
11	HCT Certified Public Accountants and Consultants	VBE	Professional Services
12	ICG LLC	VBE	Other Services
13	Infinite Dimensions Corporate Wellness Solutions, LLC	VBE	Other Services
14	JOURNEY TO ENGINEERING, LLC	VBE	Other Services
15	M.D. Stewart & Associates, Inc.	VBE	Other Services
16	m.d. Stewart Food Group Inc	VBE	Goods
17	Mario D Miller,LLC	VBE	Other Services
18	My Third Eye Media Services LLC	VBE	Other Services
19	Panancys Creole Cuisine, LLC	VBE	Other Services
20	Shermez Logistics LLC	VBE	Other Services
21	Signed By BB, LLC dba PDF SIGNS	VBE	Other Services
22	Sparta Insulation Company	VBE	Construction
23	STAAR TECHNOLOGIES	VBE	Goods
24	The Adversity Academy	VBE	Other Services
25	The T-shirt Guy LLC	VBE	Goods
26	Tollanis Solutions Inc.	VBE	Professional Services

GOAL SETTING

From October 1, 2025 - December 31, 2025, the Superintendent's Goal Setting Committee (GSC) applied Affirmative Procurement Initiatives (APIs) to a total of twelve (12) solicitations. Note, the GSC does not review, nor assign, APIs to proposed contract amendments, renewals, piggybacks, nor sole source bids.

SOLICITATION EVALUATION DATA

During FY26 Q1, EDDC evaluated eight (8) District solicitations to assess participation and utilization of Certified small businesses. Within the eight (8) procurements, forty-eight (48) firms submitted proposals, of which eight (8) respondents were BCPS Certified primes. In addition, twenty-eight (28) Certified sub-consultants/contractors were included among the proposals submitted.

Comparatively, in FY25 Q4, EDDC evaluated twelve (12) District solicitations. Within the solicitations evaluated, forty-four (44) firms submitted proposals, of which nine (9) were BCPS Certified primes. Additionally, sixteen (16) Certified sub-consultants/contractors were included among the proposals submitted.

Business Enterprise Certification Legend
Emerging Business Enterprise (EBE), Minority Business Enterprise (MBE), Small Business Enterprise (SBE), White Woman-Owned Business Enterprise (WBE), Veteran Business Enterprise (VBE)
Ethnicities
African American (AA), Asian Pacific American (APA), Hispanic American (HA), Non-Minority Male (NMM)

FY26 Q2 PROPOSALS EVALUATED

Solicitation #	**ITB26-118**		**ITB26-131**			**RFP25-164**
Solicitation Name	**Fire Alarm Parts & Equipment**		**Mechanical Insulation Services**			**Tree Trimming Services**
Prime Contractor	Bass-United Fire & Security Systems Inc	Integrated Fire & Security Solutions	Blizzard Air Conditioning, LLC	Peak Air Mechanical, LLC	Thermal Concepts, LLC	Able Business Services
Certification Status of Prime	Non-EDOC Certified		S/MBE - HA M	Non-EDOC Certified		Non-EDOC Certified
Sub Contractors/ Consultants	Next Security LLC	None	None			None
Certification Status of Contractors/ Consultants	Non-EDOC Certified	N/A	N/A			N/A
API Assigned by Goal Setting Committee	Qualify for Bidder's 3% Price Preference		Qualify for Bidder's 3% Price Preference			EDOC Points Awarded
API Credit Received	No	No	Yes	No	No	Yes

FY26 Q2 PROPOSALS EVALUATED CONTINUED

Solicitation #	**RFP25-164 Continued**					
Solicitation Name	**Tree Trimming Services**					
Prime Contractor	Arboria Landscape & Tree Café	Brightview Landscape Services	Coco Tree Service Corp	EDJ Tree Services LLC	Lemon Lime Landscaping	Manley Arbor Assets LLC
Certification Status of Prime	Non-EDOC Certified					
Sub Contractors/ Consultants	None					
Certification Status of Contractors/ Consultants	N/A					
API Assigned by Goal Setting Committee	EDOC Points Awarded					
API Credit Received	Yes	Yes	Yes	Yes	Yes	Yes

Solicitation #	**RFP25-164 Continued**				**RFP26-006**	
Solicitation Name	**Tree Trimming Services**				**Third Party Administrative Services for Casualty Lines Claims**	
Prime Contractor	SFM Landscaping Services, LLC	Sherlock Tree Company, Inc	Superior Landscaping & Lawn Services Inc	The Green Experts Landscaping LLC	Cooper Claims Services, Inc.	Davies Claims North America, Inc.
Certification Status of Prime	Non-EDOC Certified				E/S/MBE HA	Non-EDOC Certified
Sub Contractors/ Consultants	None				None	Daughter's Reporting
Certification Status of Contractors/ Consultants	N/A				N/A	E/S/WBE WF
API Assigned by Goal Setting Committee	EDOC Points Awarded				EDOC Points Awarded	
API Credit Received	Yes	Yes	Yes	Yes	No	No

FY26 Q2 PROPOSALS EVALUATED CONTINUED

Solicitation #	RFP26-006 Continued					RFP26-007
Solicitation Name	Third Party Administrative Services for Casualty Lines Claims					Property and Casualty Insurance Brokerage Services
Prime Contractor	Davies Claims North America, Inc.			Sedgwick Claims Management Services, Inc. d.b.a Sedgwick	Tristar Claims Management Services, Inc.	Alliant Insurance Services, Inc
Certification Status of Prime	Non-EDOC Certified					Non-EDOC Certified
Sub Contractors/ Consultants	All Pro Placement Services	Valerie Kiffin Lewis, Esq.	TIG Risk Services	None	Absolute Staffing & Consulting Solutions	Piazza Marketing, LLC
Certification Status of Contractors/ Consultants	N/A			N/A	Non-EDOC Certified	E/WBE
API Assigned by Goal Setting Committee	EDOC Points Awarded					SDOP Evaluation Points Awarded
API Credit Received	No	No	No	No	No	Yes

Solicitation #	RFP26-007			RFP26-103		
Solicitation Name	Property and Casualty Insurance Brokerage Services			Fire Alarm Services		
Prime Contractor	Arthur J. Gallagher & Co.	Marsh & McLennan Agency LLC	Risk Management Associates, Inc	Alpha Security & Fire Alarm Services, Inc.	Bass-United Fire & Security Systems Inc	Integrated Fire & Security Solutions
Certification Status of Prime	Non-EDOC Certified			MBE AA F	Non-EDOC Certified	
Sub Contractors/ Consultants	Cynanotary, LLC	Beacon Group, Inc.	None	None	Next Security LLC	None
Certification Status of Contractors/ Consultants	S/MBE AA F	E/SBE NMM	N/A	N/A	Non-EDOC Certified	N/A
API Assigned by Goal Setting Committee	SDOP Evaluation Points Awarded			SDOP Evaluation Points Awarded		
API Credit Received	Yes	Yes	No	Yes	Yes	Yes

FY26 Q2 PROPOSALS EVALUATED CONTINUED

Solicitation #	**RFP26-103 Continued**	**RFP26-051**				
Solicitation Name	**Fire Alarm Services**	**Commercial Kitchen Appliances Equipment, Supplies and Parts**				
Prime Contractor	WSA Systems - Boca, LLC	11400 LLC	Big Bend Restaurant Suppy	Business Services	Commercial Kitchen Stop	Dade Pape & Bag Co LLC
Certification Status of Prime	Non-EDOC Certified	Non-EDOC Certified				
Sub Contractors/ Consultants	None	None				
Certification Status of Contractors/ Consultants	N/A	N/A				
API Assigned by Goal Setting Committee	SDOP Evaluation Points Awarded	Qualify for Bidder's 3% Price Preference				
API Credit Received	Yes	No	No	No	Rejected by PWS	No

Solicitation #	**RFP26-051 Continued**				
Solicitation Name	**Commercial Kitchen Appliances Equipment, Supplies and Parts**				
Prime Contractor	Douglas Food Stores Inc d.b.a. Douglas Equipment	Edward Don & Company	Eleven36, LLC	General Hotel & Restaurant Supply Corp.	Johnson-Lancaster and Associates, Inc
Certification Status of Prime	Non-EDOC Certified				
Sub Contractors/ Consultants	None				
Certification Status of Contractors/ Consultants	N/A				
API Assigned by Goal Setting Committee	Qualify for Bidder's 3% Price Preference				
API Credit Received	No	No	No	No	No

FY26 Q2 PROPOSALS EVALUATED CONTINUED

Solicitation #	**RFP26-051 Continued**		
Solicitation Name	**Commercial Kitchen Appliances Equipment, Supplies and Parts**		
Prime Contractor	Lace Foodservice Corp	Milo Food Services Equipment Dist. Inc.	Parts Town, LLC
Certification Status of Prime	Non-EDOC Certified		
Sub Contractors/ Consultants	None		
Certification Status of Contractors/ Consultants	N/A		
API Assigned by Goal Setting Committee	Qualify for Bidder's 3% Price Preference		
API Credit Received	No	No	No

CONTRACT AWARD DATA

Within nine (9) new contracts, approved by the Board in FY26 Q2, nineteen (19) were to Certified primes. In addition, twenty-two (22) Certified sub-contractors are included within the awarded contracts. The cumulative contract award amount from October 2025 - December 2025 was $171.4M. The list of awarded contracts does not include amendments, renewals, nor piggybacks.

Participation of Certified Primes and Subs	FY26 Q1	FY26 Q2
Total Approved Contracts	15	9
Certified Primes	18	19
Certified Sub-Contractors	12	22
Contract Awards Amounts with Certified Prime Bidders &/or Certified Sub-Contractor Commitment	**$205,661,133.00**	**$162,865,000.00**
Total Contract Award Amount	**$217,743,133.00**	**$171,417,584.26**

Business Enterprise Certification Legend
Emerging Business Enterprise (EBE), Minority Business Enterprise (MBE), Small Business Enterprise (SBE), White Woman-Owned Business Enterprise (WBE), Veteran Business Enterprise (VBE)
Ethnicities
African American (AA), Asian Pacific American (APA), Hispanic American (HA), Non-Minority Male (NMM)

FY26 Q2 CONTRACT AWARDS

Solicitation #	**ITB23-029-1**					
Solicitation Name	**Motor Coach Transportation Services**					
Prime Awardee	A Family Coaches Inc	Ace Tours & Transportation, Inc.	ACME Caribbean, LLC	Bus One LLC	ECR Busline Inc	Exotic Coach Lines, LLC
Certification Status of Prime Awardee	Non-EDOC Certified					
Proposed Subs within Bid Submittals	None					
Certification Status of Proposed Subs	N/A					
Contract Amount	$2,910,000					
API Evaluation Credit Received	Yes	Yes	No	No	No	Yes

Solicitation #	**ITB23-029-1 Continued**					
Solicitation Name	**Motor Coach Transportation Services**					
Prime Awardee	Jano Coach Lines, Inc.	Phoenix Bus Inc	Pico Bros Company LLC	SA All Transportation LLC	Safeguard America d/b/a Americas Transportation.com	Signature Buses LLC
Certification Status of Prime Awardee	Non-EDOC Certified	ESMBE HA M	Non-EDOC Certified	ESMBE HA M	Non-EDOC Certified	Non-EDOC Certified
Proposed Subs within Bid Submittals	None					
Certification Status of Proposed Subs	N/A					
Contract Amount	$2,910,000					
API Evaluation Credit Received	Yes	No	Yes	Yes	No	No

FY26 Q2 CONTRACT AWARDS CONTINUED

Solicitation #	**ITB23-029-1**		**ITB24-011-2**	**ITB25-041**		
Solicitation Name	**Motor Coach Transportation Services**		**Child Care Services, Before/After School, Summer, and Non-School Day Programs**	**Construction Services Minor Projects**		
Prime Awardee	Think Miami Bus Service, Inc.	Travel & Tours Global Management Company L.L.C.	The Unbeatables Academy, Inc	Advanced Roofing, Inc.	A-1 Duran Roofing, Inc.	Atlas Apex Roofing, LLC
Certification Status of Prime Awardee	ESMBE HA F	SMBE HA M	ESMBE HA F	Non-EDOC Certified		
Proposed Subs within Bid Submittals	None		None	Yes		
Certification Status of Proposed Subs	N/A		N/A	TBD		
Contract Amount	$2,910,000		N/A	$145,000,000		
API Evaluation Credit Received	No	Yes	N/A	Yes		

Solicitation #	**ITB25-041 Continued**					
Solicitation Name	**Construction Services Minor Projects**					
Prime Awardee	Asset Builders d/b/a Messam	C & F Electric of Fort Lauderdale, Inc.	Canseco Electrical Contractor, Inc.	Cosugas, LLC	Fastrack Management & Consulting, Inc.	FHP Tectonics Corp.
Certification Status of Prime Awardee	SMWBE AA	SBE NMM	ESMWBE HA F	ESMBE HA M	SMWBE HA F	Non-EDOC Certified
Proposed Subs within Bid Submittals	Yes					
Certification Status of Proposed Subs	TBD					
Contract Amount	$145,000,000					
API Evaluation Credit Received	Yes					

FY26 Q2 CONTRACT AWARDS CONTINUED

Solicitation #	**ITB25-041 Continued**					
Solicitation Name	**Construction Services Minor Projects**					
Prime Awardee	H.B. Hoffman, LLC	Grace & Naeem Uddin, Inc.	Lego Construction Co.	Llorens Contracting, LLC	Protect Video, Inc.	RPM General Contractors, Inc.
Certification Status of Prime Awardee	ESWBE WF	MWBE HA F	Non-EDOC Certified	SMWBE HA F	ESBE NMM	Non-EDOC Certified
Proposed Subs within Bid Submittals	Yes					
Certification Status of Proposed Subs	TBD					
Contract Amount	$145,000,000					
API Evaluation Credit Received	Yes					

Solicitation #	**ITB25-041**			**RFP25-164**		
Solicitation Name	**Construction Services Minor Projects**			**Tree Trimming Services**		
Prime Awardee	S3S Construction, Inc.	Sleiman Construction, LLC	Universal Electric of Florida, Inc.	Brightview Landscape Services, Inc.	EDJ Service, Inc.	SFM Services, Inc.
Certification Status of Prime Awardee	ESMBE AA M	ESBE NMM	SBE NMM	Non-EDOC Certified		
Proposed Subs within Bid Submittals	Yes			Crodon, Inc.	None	
Certification Status of Proposed Subs	TBD			Non-EDOC Certified	N/A	
Contract Amount	$145,000,000			$600,000.00		
API Evaluation Credit Received	Yes			No	No	No

FY26 Q2 CONTRACT AWARDS CONTINUED

Solicitation #	**RFP25-164 Continued**		**RFP26-008**			
Solicitation Name	**Tree Trimming Services**		**Grounds Maintenance Services**			
Prime Awardee	Sherlock Tree Company	The Green Experts Landscaping LLC	BrightView Landscape Services, Inc.	EDJ Service, LLC	Green Horizon Services, Inc.	Juniper Landscaping of Florida, LLC
Certification Status of Prime Awardee	Non-EDOC Certified		Non-EDOC Certified		ESMBE HA M	Non-EDOC Certified
Proposed Subs within Bid Submittals	None		Crodon, Inc.	None	None	Yes
Certification Status of Proposed Subs	N/A		Non-EDOC Certified	N/A	N/A	TBD
Contract Amount	$600,000.00		$11,000,000.00			
API Evaluation Credit Received	No	No	No	No	Yes	No

Solicitation #	**RFP26-008 Continued**				**ITB26-051**	
Solicitation Name	**Grounds Maintenance Services**				**Commercial Kitchen Appliances, Equipment, Supplies, and Parts**	
Prime Awardee	SFM Landscape Services, LLC	The Green Experts Landscaping LLC	UG2 LLC	W&G Maintenance Corp.	11400, LLC	Big Bend Restaurant Supply, Inc.
Certification Status of Prime Awardee	Non-EDOC Certified		Non-EDOC Certified	Non-EDOC Certified	Non-EDOC Certified	
Proposed Subs within Bid Submittals	None		Enviroscapes Plus Inc.	None	None	
Certification Status of Proposed Subs	N/A		Non-EDOC Certified	N/A	N/A	
Contract Amount	$11,000,000.00				$8,302,584.26	
API Evaluation Credit Received	No				No	

FY26 Q2 CONTRACT AWARDS CONTINUED

Solicitation #	**ITB26-051 Continued**					
Solicitation Name	**Commercial Kitchen Appliances, Equipment, Supplies, and Parts**					
Prime Awardee	Business Services	Dade Paper & Bag, LLC d/b/a Imperial Dade	Douglas Food Stores, Inc. d/b/a Douglas Equipment	Edward Don & Company, LLC	General Hotel & Restaurant Supply Corp.	Johnson-Lancaster and Associates, Inc.
Certification Status of Prime Awardee	Non-EDOC Certified					
Proposed Subs within Bid Submittals	None					
Certification Status of Proposed Subs	N/A					
Contract Amount	$8,302,584.26					
API Evaluation Credit Received	No					

Solicitation #	**ITB26-051**			**ITB26-087**		
Solicitation Name	**Commercial Kitchen Appliances, Equipment, Supplies, and Parts**			**Electrical Supplies**		
Prime Awardee	Lace Foodservice Corporation	Milo Food Service Equipment, Dist., Inc.	Parts Town LLC	Solar Champs LLC d/b/a Champs Pro Services	Tourbillon Enterprises LLC d/b/a Batteries Plus	World Electric Supply
Certification Status of Prime Awardee	Non-EDOC Certified			Non-EDOC Certified		
Proposed Subs within Bid Submittals	None			None		
Certification Status of Proposed Subs	N/A			N/A		
Contract Amount	$8,302,584.26			$3,355,000.00		
API Evaluation Credit Received	No			No		

FY26 Q2 CONTRACT AWARDS

Solicitation #	**RFP26-103**			**ITB26-029**
Solicitation Name	**Fire Alarm Services**			**Construction Printing Services**
Prime Awardee	Alpha Security & Fire Alarm Services, Inc.	Bass-United Fire & Security Systems, Inc.	Sciens Building Solutions d/b/a WSA Systems-Boca LLC	Black's Business Systems d/b/a Services On-Site
Certification Status of Prime Awardee	ESMBE AA M	Non-EDOC Certified		Non-EDOC Certified
Proposed Subs within Bid Submittals	None	Next Security LLC	TBD	None
Certification Status of Proposed Subs	N/A	Non-EDOC Certified	TBD	N/A
Contract Amount	$3,355,000.00			$250,000.00
API Evaluation Credit Received	No			No

Total FY26 Q2 Award Amount $171,417,584.26

COMPLIANCE

District SMART Bond Program payments from July 1, 2017 - December 31, 2025 are below. Data aligns with implementation of Policy 3330 Supplier Diversity Outreach Program, effective July 1, 2017.

REPORTED SMART PAYMENTS

SMART BOND PROGRAM PAYMENTS	**July 1, 2017– September 30, 2025**	**July 1, 2017– December 31, 2025**
Total Prime Payments Reported	**$1,218,456,834.44**	**$1,250,954,221.85**
Total Subcontractor Confirmed Payments Received	**$532,038,774.38**	**$544,471,353.43**
Subcontractor Utilization Attainment (%)	**43.66%**	**43.52%**

OUTREACH & MARKETING

In FY26 Q2, EDOC continued outreach and marketing initiatives to connect with the small and local business community to advance awareness of BCPS Certification and opportunities to do business with the District.

	Date	Event Type	Event Title	Topic	Presenters	Total Attendees
1	October 1, 2025	Workshop	In-Person Certification Workshop	Live support to complete certification applications	Economic Development Opportunities & Compliance	11
2	October 8, 2025	MatchMaker	BCPS Strategic Partnerships	Partnerships with Broward County Public Schools	Economic Development Opportunities & Compliance and Office of Strategic Partnership	226
3	October 15, 2025	Brunch & Learn	Business Law Basics	Legalizing and Protecting Your Business in Florida	Economic Development Opportunities & Compliance	148
4	October 23, 2025	Brunch & Learn	How to Do Business with BCPS	Calling All Food Truck Owners!	Economic Development Opportunities & Compliance, Risk Management, & Fire Marshall	213
5	November 7, 2025	Networking	Biz Bites & Network	Grab a Bite & Grow Your Business	Economic Development Opportunities & Compliance	N/A
6	November 19, 2025	Brunch & Learn	Become a Vendor, Get Certified, and Grow Your Business with BCPS	Hospitality Entrepreneurs	Economic Development Opportunities & Compliance	228
7	December 4, 2025	Workshop	In-Person Certification Workshop	Live support to complete certification applications	Economic Development Opportunities & Compliance	230
					Total Attendees	**1056**

Note: Totals include repeat attendees.

TARGETED OUTREACH ACTIVITIES

FY26 Q1 ACTIVITIES

790	152	1382
EDDC Concierge Service	Community & Stakeholder Meetings	One-on-One Technical Assistance

FY26 Q2 ACTIVITIES

619	177	1036
EDDC Concierge Service	Community & Stakeholder Meetings	One-on-One Technical Assistance

STAY CONNECTED | STAY INFORMED

WWW.BROWARDSCHOOLS.COM/EDOC

@BCPSEDOC

BCPSEDOC

BROWARD SCHOOLS EDOC

@BCPSEDOC

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	S. Schools (Learning Communities)
DEPARTMENT:	Deputy Superintendent

Agenda Item Number:	S-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Winter Guard International Inc.
ADDED

REQUESTED ACTION:

Approve the agreement between The School Board of Broward County, Florida (SBBC), and Winter Guard International Inc. (WGI) for students to be able to compete in color guard and percussion events through April 2026. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

Executive Summary
WGI PGMA Agreement

FINANCIAL IMPACT:

There is no financial impact on the District General Fund.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Jermaine V. Fleming	Phone:	754-321-3600
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Jermaine Fleming, North Regional Superintendent, Teaching

Signature

Dr. Jermaine Fleming, North Regional Superintendent, Teaching

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Winter Guard International Inc.

Board Meeting Date: February 10, 2026

Requested Action: Approve the agreement between The School Board of Broward County, Florida (SBBC), and Winter Guard International Incorporated (WGI) to allow Broward County Public School students from selected participating schools (Charles W. Flanagan High School, Cooper City High School, Cypress Bay High School, Marjory Stoneman Douglas High School, Monarch High School, West Broward High School) to compete in color guard and percussion events through April 2026.

School Board Policy Requirement/Authority: N/A

Statutory Requirement/Authority: No

District-Zone Impact: District-wide

Impact of the School Board's Vote:
- If the School Board votes "Yes": Broward County Public Schools students will be able to compete in color guard and percussion events by Winter Guard International Inc.
- If the School Board votes "No": Broward County Public Schools students won't be able to compete in color guard and percussion events by Winter Guard International Inc.

Background/History

Broward County Public Schools (BCPS) has a long-standing and highly visible history of participation in Winter Guard International (WGI) through several of its high school performing arts programs—particularly in color guard and percussion ensembles that compete at the regional and national level.

Overview of WGI Participation

WGI is the premier international circuit for indoor performance arts, hosting competitive events in:

- Color Guard
- Percussion
- Winds

BCPS schools have participated in WGI primarily through school-based marching band programs and their winter ensembles, typically organized under the school's band director and supported by booster organizations.

Over the years, multiple Broward high schools have been associated with WGI competition and regional success, including programs such as:

- Taravella High School
- West Broward High School
- Stoneman Douglas High School
- Flanagan High School
- Plantation High School
- Dillard 6-12 School
- Miramar High School
- McArthur High School
- Coral Glades High School

(Some of these schools have competed at different times depending on staffing, funding, and program leadership.)

Competitive and Educational Impact

Participation in WGI has been a major part of BCPS performing arts identity because it provides:

- Rigorous student leadership development
- Discipline, teamwork, and performance excellence
- Scholarship and recruitment opportunities for students
- National recognition for schools and the district

Alignment to 2027 Goals and Guardrails: Guardrail 3: School Support

Measurable Outcome(s)/Return on Investment:
1. Increased participation in percussion and color guard performance programs.
2. Improved student cultural awareness, engagement, and collaborative skills.
3. Positive community and representation of Broward County Public Schools.

Financial Impact, Funding Source & Budget Status: There is no financial impact on the District's General Fund. All costs associated with the trip, including travel, lodging, and event participation fees, will be funded through student fundraising, and band booster contributions.

ACTION	BOARD DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Approved agreement between WGI and participating schools	2/10/2026	No	Booster clubs	$11,620.00	3
Total Agreement Amount				$11,620.00	

Multi-year agreement: No

Procurement Method: N/A

Impact on Schools: This Agreement directly impacts select high schools by supporting student participation in various performing arts events and enhancing extracurricular enrichment.

If there is an impact on schools, how will schools be selected/prioritized: School self-selected based on their current years' involvement in color guard and percussion.

Stakeholder Engagement/ End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: N/A

PARTICIPATING GROUP MASTER AGREEMENT
MULTIPLE SINGLE SCHOOLS WITHIN A SCHOOL DISTRICT

This Participating Group Master Agreement (the "Agreement") is by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida, whose principal place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, (hereafter "SBBC"), and **WINTER GUARD INTERNATIONAL INC**., a non-profit 501(c)(3) corporation, doing business as "WGI Sport of the Arts," whose principal place of business is 1994 Byers Road, Dayton, Ohio, 45342, (hereafter "WGI"), both referred to individually as a "Party" or collectively as "Parties" herein, and shall be effective on the date of the last execution signature below through June 30, 2026.

The following schools of SBBC (Participating Groups) desire to compete in WGI-sanctioned events ("the Events"), as listed below.

1. **Charles W. Flanagan High School (*World Color Guard*):**
    - WGI Tampa Regional on February 28, 2026
    - WGI Stuart Regional on March 14 and 15, 2026
    - WGI World Championships April 9,10, and 11, 2026

2. **Charles W. Flanagan High School *(Scholastic A Color Guard):***
    - WGI Stuart Regional on March 14 and 15, 2026

3. **Cooper City High School (*Scholastic A Color Guard):***
    - WGI Stuart Regional on March 14 and 15, 2026
    - WGI World Championships April 9,10, and 11, 2026

4. **Cooper City High School (*Scholastic Regional A Color Guard):***
    - WGI Stuart Regional on March 14 and 15, 2026

5. **Cypress Bay High School (Color Guard)**
    - WGI Stuart Regional on March 14 and 15, 2026

6. **Marjory Stoneman Douglas High School (*Color Guard*):**
    - WGI Stuart Regional on March 14 and 15, 2026
    - WGI World Championships April 9,10, and 11, 2026

7. **Marjory Stoneman Douglas High School (*Percussion*):**

    - WGI Orlando Regional Feb 21, 2026
    - WGI World Championships Apr 16, 17, and 18, 2026

8. **Monarch High School (*Color Guard*):**

    - WGI Stuart Regional on March 14 and 15, 2026

9. **West Broward High School (*Color Guard*):**
    - WGI Stuart Regional on March 14 and 15, 2026
    - WGI World Championships April 9,10, and 11, 2026

10. **West Broward High School (*Percussion*)**

    - WGI Orlando Regional Feb 21, 2026

Nothing in this Agreement obligates SBBC or any Participating Group to register for, compete in, or otherwise participate in any Event. This Agreement creates no obligation on SBBC or any Participating Group to make any payment to WGI.

The following terms constitute an agreement made between SBBC and WGI regarding the relationship between the Parties, including during the Events and time between the Events. SBBC and WGI now agree as follows:

I. GENERAL TERMS AND CONDITIONS

A. Each Participating Group within SBBC shall be an entity with an existence that is separate from, and independent of, any particular individual. SBBC's Participating Groups shall have a leadership structure that provides for meaningful leadership and oversight by more than two (2) individuals. WGI and SBBC's Participating Groups are independent entities, with no partnership, joint venture, or agency relationship between them.

B. This Agreement may be terminated by either Party with or without cause, during the term hereof upon thirty (30) calendar days' written notice to the other party of its desire to terminate the Agreement. SBBC is entitled to a pro rata refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. Termination of this Agreement shall not relieve either Party of liability for breaches of the Agreement occurring prior to its termination.

C. SBBC's Participating Groups shall be responsible for registering for the Events in which each Participating Group wishes to participate, using the registration guidelines established by WGI for the period of this Agreement. All such registration guidelines are available at wgi.org/registration.

D. SBBC's Participating Groups shall not be eligible to participate in any WGI-sanctioned event unless this Agreement is in effect.

E. SBBC's Participating Groups shall comply with all rules and regulations prescribed by WGI, including without limitation all adjudication manuals and policy manuals in effect for the period of this Agreement. All such rules and regulations are available at wgi.org/rules. A current copy of which is incorporated into this Agreement by reference.

F. SBBC's Participating Groups shall each provide to WGI one (1) active mobile phone number to be used for official communication purposes during the period of this Agreement. The designated mobile phone number shall belong to an authorized representative of the respective Participating Group and must remain active and accessible for the duration of the Agreement. It is the responsibility of each of SBBC's Participating Groups to notify WGI promptly of any changes to the designated mobile phone number.

II. COST

A. **Cost**. The cost to the respective Participating Groups for registrations and associated competition charges (as applicable), to compete in WGI-sanctioned events under this Agreement is outlined in the table below:

Participating Group	Event	Date	Registration Fees and Associated Competition Charges
Charles W. Flanagan High School *(World Color Guard)*	WGI Tampa Regional	February 28, 2026	$495.00
Charles W. Flanagan High School *(World Color Guard)*	WGI Stuart Regional	March 14 & 15, 2026	$595.00
Charles W. Flanagan High School *(World Color Guard)*	WGI World Championships	April 9,10, & 11, 2026	$925.00
Charles W. Flanagan High School *(World Color Guard)*	Annual Processing Fee		$100.00
Charles W. Flanagan High School *(Scholastic A Color Guard)*	WGI Stuart Regional	March 14 & 15, 2026	$595.00
Charles W. Flanagan High School *(Scholastic A Color Guard)*	Annual Processing Fee		$100.00
Cooper City High School *(Scholastic A Color Guard)*	WGI Stuart Regional	March 14 & 15, 2026	$445.00
Cooper City High School *(Scholastic A Color Guard)*	WGI World Championships	April 9,10, & 11, 2026	$925.00
Cooper City High School *(Scholastic A Color Guard)*	Annual Processing Fee		$100.00
Cooper City High School *Scholastic Regional A Color Guard*	WGI Stuart Regional	March 14 & 15, 2026	$445.00
Cooper City High School *Scholastic Regional A Color Guard*	Annual Processing Fee		$100.00
Cooper City High School *Scholastic Regional A Color Guard*	Late Registration Fee		$50.00
Cypress Bay High School *(Color Guard)*	WGI Stuart Regional	March 14 & 15, 2026	$595.00
Cypress Bay High School *(Color Guard)*	Annual Processing Fee		$100.00
Cypress Bay High School *(Color Guard)*	Late Registration Fee		$50.00
Marjory Stoneman Douglas High School *(Color Guard)*	WGI Stuart Regional	March 14 & 15, 2026	$595.00
Marjory Stoneman Douglas High School *(Color Guard)*	WGI World Championships	April 9, 10, & 11, 2026	$925.00
Marjory Stoneman Douglas High School *(Color Guard)*	Annual Processing Fee		$100.00
Marjory Stoneman Douglas High School *(Percussion)*	WGI Orlando Regional	February 21, 2026	$595.00
Marjory Stoneman Douglas High School *(Percussion)*	WGI World Championships	April 16, 17, & 18, 2026	$925.00
Marjory Stoneman Douglas High School *(Percussion)*	Annual Processing Fee		$100.00
Monarch High School *(Color Guard)*	WGI Stuart Regional	March 14 & 15, 2026	$445.00
Monarch High School *(Color Guard)*	Annual Processing Fee		$100.00
Monarch High School *(Color Guard)*	Late Registration Fee		$50.00
West Broward High School *(Color Guard)*	WGI Stuart Regional	March 14 & 15, 2026	$595.00
West Broward High School	WGI World	April 9, 10, & 11, 2026	$925.00

(Color Guard)	Championships		
West Broward High School *(Color Guard)*	Annual Processing Fee		$100.00
West Broward High School *(Percussion)*	WGI Orlando Regional	February 21, 2026	$445.00
West Broward High School *(Percussion)*	Annual Processing Fee		$100.00
Total Registration Fees and Associated Competition Charges:			**$11,620.00**

B. **Payment.** If a Participating Group chooses to register for an Event, which is a separate action from the execution of this Agreement, then the Participating Group will cause the registration fee and associated competition charges (as applicable) to be paid to WGI in full at the time of registration from a funding source of the Participating Group's choosing. WGI shall have no oversight or control over the Participating Group's choice of funds for the payment of a registration fee and associated competition charges as applicable, which is an internal matter solely under the direction of SBBC and its Participating Groups.

III. PARTICIPANT PROTECTION

A. SBBC's Participating Groups shall comply with all applicable laws, including those of the state in which the Participating Groups are based and any state(s) to which the Participating Groups travel. All laws relating to the protection of participants within youth-serving organizations must be strictly observed. In addition, SBBC's Participating Groups are required to comply to the WGI Code of Conduct attached hereto as **Exhibit A**.

B. WGI requires SBBC's Participating Groups to obtain a national criminal history background check (or some satisfactory equivalent for your country or locale) for all adult supervisors. Adult supervisors are adults in instructional, design, or managerial roles who spend more than two (2) total hours or more per season of in-person interaction. SBBC must submit its signed agreement confirming that all adult supervisors have been disclosed to WGI and have been background checked per SBBC's existing hiring and compliance policies.

By signing this Agreement, SBBC agrees that it is fully executing this background check policy and acting in accordance with the WGI Code of Conduct and principles of participant protection. Additionally, SBBC represents that to the extent permitted by local, state, and federal privacy laws, the WGI Director of Participant Protection has been fully informed, in writing, if any adult supervisor:

- Has been the subject of an investigation or named in any report or allegation of inappropriate conduct.
- Has been terminated, not rehired, or removed from a role due to inappropriate conduct.
- Has been reprimanded, suspended, or had teaching of professional privileges revoked for inappropriate conduct.
- Has a record of allegations of inappropriate conduct, including investigative reports, police reports (even without arrest), or public records such as school board or administrative meeting minutes.
- Has been involved in past incidents that could negatively impact the reputation of WGI or its participants.

The term "inappropriate conduct" includes any conduct that would violate the WGI Code of Conduct but also includes any other conduct that was inappropriate under the

circumstances.

C. All adult supervisors, as defined in Section B, must complete WGI-prescribed abuse prevention training prior to engaging in regular contact with participants. This training must be completed within forty-five (45) days of assuming a new role and no later than December 31 of the year preceding the competition season. By signing this Agreement, SBBC affirms that it requires such abuse prevention training and that it acts in compliance with the WGI Code of Conduct and the principles of participant protection.

D. Participating Group shall adhere to WGI's Code of Conduct, attached hereto as **Exhibit A.**

E. SBBC represents that there are effective internal policies and procedures for the protection and safety of its participants, including without limitation the ability of any individual to report suspected misconduct to the leadership of the Participating Group without reprisal. This also includes the responsibility to respond to all complaints or reports of policy violations by conducting an effective internal investigation, reporting the matter to the appropriate external authorities as may be necessary and taking appropriate and effective remedial action under the circumstances.

F. WGI defines misconduct as follows:

- Any misconduct of a sexual nature or potentially classifiable as a sex offense under applicable local, state, and federal law, including without limitation so-called "victimless" activities such as prostitution, pornography, and indecent exposure;
- Any misconduct in which actual or suggested sexual relations is an element;
- Any harassing conduct pertaining to, in whole or in part, an individual's sex, gender, sexual orientation, or gender expression; and
- Any conduct involving harm to a minor.

G. If an SBBC Participating Group becomes aware of any information, whether oral or written, "informal" or "formal," that suggests a potential Code of Conduct violation connected to individuals or activities associated with the Participating Group, WGI must be immediately notified in writing to the extent permitted by local, state, and federal privacy laws.

H. SBBC's Participating Groups shall promptly and fully respond to all WGI requests for information regarding their compliance with this Agreement, subject to applicable local, state, and federal privacy laws. This obligation includes full cooperation in any compliance audit or inquiry into alleged misconduct.

I. Each Party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

IV. PUBLICITY RIGHTS

A. SBBC shall adhere to all copyright guidelines established by WGI for the period of this Agreement, which are in effect on the date of the last signature of this Agreement, and available at wgi.org/copyright.

B. WGI's right to photograph, record and/or videotape Participating Group in all media, whether now known or here after devised (including, without limitation, in computer or other device applications, online webcasts, television programming, in motion pictures, films,

newspapers, and magazines) and in all forms including, without limitation, publication and use of Event results and standings, without compensation, residual obligations, reservation or limitation, or further approval, and to the extent permitted by applicable law, shall be subject to the consent of the participating minor's parent or guardian, or if the participating student is the age of majority, to the consent of that student, as permitted by applicable law and a properly executed Performer Release/Waiver Form (minor or adult), attached hereto as **Exhibit B**. In addition, SBBC will provide an online link to the appropriate Performer Release/Waiver Form (minor or adult) containing the language of **Exhibit C**.

C. SBBC will not use for publicity, promotion or otherwise, any logo, name, trade name, service mark or trademark of WGI including, but not limited to, the terms "WGI", "Sport of the Arts", and the WGI logo, or any simulation, abbreviation or adaptation of the same without WGI's prior, written, express consent. WGI may withhold such consent in WGI's absolute discretion.

D. All audio recordings of adjudicator commentary ("Judge Recordings") are provided by WGI solely for the instructional use of SBBC's Participating Groups. These recordings may be shared internally among members and adult supervisors of the group for training and educational purposes. Recordings may not be copied, posted online, distributed, or used outside of SBBC's Participating Groups without prior written consent from WGI. Each of SBBC's Participating Groups assume responsibility for safeguarding the confidentiality of these recordings.

V. LIABILITY

A. SBBC represents and agrees that SBBC's self-insurance, fully and completely covers, on either a primary or secondary basis as applicable, SBBC Board members, officers, employees, and agents when acting within the scope of their employment. Students shall not be included.

B. WGI. WGI agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment. WGI shall not be liable to pay a claim or a judgment by any one person which exceeds the sum of $200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the state or its agencies or subdivisions arising out of the same incident or occurrence, exceeds the sum of $300,000. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

C. SBBC. SBBC agrees to be fully responsible for its acts of negligence, or its the acts of negligence of its Board members, officers, employees, and agents when acting within the scope of their employment; acts of students shall not be included. Subject to the monetary limitations of Section 768.28, Florida Statutes, SBBC shall not be liable to pay a claim or a judgment by any one person which exceeds the sum of $200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the state or its agencies or subdivisions arising out of the same incident or occurrence, exceeds the sum of $300,000. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

D. SBBC agrees to provide the online link to the appropriate Performer Release/Waiver Form

(minor or adult), (**Exhibit B)**, to each person who will participate in a Performing Group at an Event. The appropriate form must be executed online before any such person participates in a WGI-sanctioned event. WGI shall not request from SBBC or any Participating Group, and neither SBBC nor any Participating Group shall provide, executed Performer Release/Waiver Forms or Adult Performance Release Forms to WGI. Such forms will only come to WGI via the online portal used for such purpose by performers and their parents/guardians, and only at the direction of the person executing the form. Participating Group acknowledges that it will not be eligible to participate in any WGI-sanctioned event unless and until WGI has received signed Performer Release/Waiver Forms from all persons who will participate in that Event, as confirmed to WGI by the Participating Group. Adult Performance Release Forms shall only be executed by the participating student if the student is eighteen years of age or older. Participating SBBC staff shall not execute an adult Performance Release Form in accordance with SBBC's self-insured workers' compensation.

VI. SCHOLASTIC ELIGIBILITY

A. This Agreement certifies that SBBC's Participating Groups' total membership are students from the same school, schools that feed directly into that school, or home-schooled students that reside within school district boundaries and are approved by the school to participate in WGI-sanctioned events.

VII. MISCELLEANOUS

A. To the extent permitted by the laws of Florida, the Parties agree that this Agreement shall be construed under the laws of Florida, and the Parties further agree that the federal and state courts located in the state of Florida shall have exclusive and sole jurisdiction to resolve all disputes arising under or related to this Agreement. The Parties irrevocably consent to the jurisdiction of the federal and state courts of Florida and agree that such courts are the only proper venue for the resolution of disputes between them. Notwithstanding the foregoing, all state and local laws applicable to the SBBC and pertaining to sovereign immunity, choice of law, jurisdiction, venue, remedies, and any other matter addressed by this Agreement shall remain in full force and effect and shall supersede any contradictory provision in this Agreement.

B. The individual who is executing this Agreement on behalf of SBBC hereby represents that he or she has the full power and authority to bind SBBC to these terms. This Agreement may only be executed by the SBBC Chair to bind SBBC to its terms either by law or by a resolution duly adopted by the SBBC.

C. This Agreement is an offer to SBBC by WGI to enable SBBC's Participating Groups to participate in WGI-sanctioned events on the terms and conditions specified in this document, in the exact form in which it was presented to the SBBC. Any modification to this document renders the entire document void and there shall be no agreement between WGI and SBBC unless the modification is initialed or otherwise specifically approved in writing by an authorized official of WGI.

VIII. SBBC ADDITIONAL TERMS AND CONDITIONS

A. In the event of conflict between WGI's provisions in this Agreement and the requirements of this section, the paragraphs in this section shall govern.

1. **SBBC Non-Disclosure of Directory Information or Other Protected Information.** WGI shall not request from SBBC or any Participating Group, and neither SBBC nor any Participating Group shall disclose to WGI, any information subject to the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records. Students (through their parents/guardians) may voluntarily choose to disclose certain information about the student directly to WGI in connection with a Performer Release, which is not subject to the foregoing requirements because it is provided directly to WGI by or on behalf of the student, not SBBC.

2. **Notice**. When any of the Parties desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:
School Principal
Charles W. Flanagan High School
12800 Taft Street
Pembroke Pines, Florida 33028

School Principal
Cooper City High School
9401 Stirling Road
Cooper City, Florida 33328

School Principal
Cypress Bay High School
18600 Vista Park Boulevard
Weston, Florida 33332

School Principal
Marjory Stoneman Douglass High School
5901 Pine Island Road
Parkland, Florida 33076

School Principal
Monarch High School
5050 Wiles Road
Coconut Creek, Florida 33073

School Principal
West Broward High School
500 NW 209th Avenue
Pembroke Pines, Florida 33029

To WGI: Chief Executive Officer
WINTER GUARD INTERNATIONAL, INC.
1994 Byers Rd
Dayton, Ohio 45342

With a Copy to: Timothy G. Pepper, Esq.
TAFT STETTINIUS & HOLLISTER LLP
40 North Main Street
Dayton, Ohio 45423

3. **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any Party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such Party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such Party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such Party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

4. **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, WGI, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of WGI under penalty of perjury stating that WGI does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject WGI to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if WGI is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with WGI's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

5. **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either

the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by WGI that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. WGI further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. WGI acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. WGI further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if WGI (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if WGI is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

6. **Inspection of WGI Records by SBBC**. Inspection of WGI Records by SBBC. WGI shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income received from SBBC, expenditures of funds by SBBC, and the participation of SBBC's Participating Groups in Events under this Agreement (collectively, the "Records"). All such Records, regardless of the form in which they are kept, shall be made available to SBBC, its authorized representative, or its agent upon request to verify that invoices provided to SBBC, if any, comport with the terms of this Agreement. WGI shall also produce, upon request, a Certificate of Insurance establishing the existence of the coverage required by this Agreement. Such audit of the Records shall be no more than once per calendar year. For the purpose of this section, SBBC's agent or authorized representative shall have access to the Records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement, or five (5) years after the date of the final payment by SBBC to WGI pursuant to this Agreement.

7. **Public Records**. Any confidentiality provisions in this Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The Parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Chapter 119, Florida Statues. As such, the Parties agree that only such information as is exempt and confidential under the provisions of the law shall be considered confidential under the term of this Agreement and any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent WGI provides the School Board any information which it believes is confidential or exempt, WGI shall notify the School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that WGI has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Florida Statutes. If and to the extent that WGI has access to any other confidential information regarding the School Board (such as security information as

contemplated by Section 119.071(c), Florida Statutes), WGI agrees to use reasonable measures to maintain the confidentiality of such information.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTH-EAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

8. **Insurance Requirements.** WGI shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

9. **Equal Opportunity Provision**. The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

10. **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other Party at the earliest possible time be-fore such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination un-der this section.

11. **Excess Funds**. Any Party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

12. **Incorporation by Reference**. There are no documents whose terms are incorporated into, or made a part of, this Agreement. Exhibits A, B, and C, are attached only for the convenience of the Parties.

13. **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

14. **No Third-Party Beneficiaries**. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the Parties intend to directly or substantially benefit a third-party by this Agreement. The Parties agree that there are no third-

party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

15. **Independent Contractor**. The Parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither Party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other Party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other Party or the other Party's officers, employees, agents, subcontractors, or assignees.

16. **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be in-valid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

17. **Preparation of Agreement**. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

18. **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.

19. **Waiver**. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the Party waiving such provision. A written waiver is only effective as to the specific in-stance for which it is obtained and is not a continuing or future waiver.

20. **Force Majeure**. Neither Party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earth-quake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either Party, and which cannot be overcome by reasonable diligence and with-out unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either Party be deemed Force Majeure.

21. **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

22. **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

23. **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

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

25. **Authority**. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement upon the date of the last signature below.

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Accepted:

For **WINTER GUARD INTERNATIONAL INC., d/b/a WGI SPORT OF THE ARTS**

Name:

Ron Nankervis Digitally signed by Ron Nankervis
Date: 2026.02.07 18:32:51 -05'00'

Title: Chief Executive Officer

Date: 2/7/26

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FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.02.07 16:23:28 -05'00'

_____
Office of the General Counsel

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CODE OF CONDUCT

EXHIBIT A

WGI CODE OF CONDUCT

This Code of Conduct applies to everyone involved with WGI, including all participants, minor participants, groups, adult supervisors, WGI personnel, volunteers, contractors, and Circuit Partners. Everyone must follow this Code of Conduct to stay in good standing with WGI. The policies in this Code of Conduct aim to ensure safe environments and experiences during all WGI activities.

This Code of Conduct explains what behavior is appropriate or inappropriate. While it cannot cover every possible situation, everyone must follow the letter and spirit of these guidelines to stay in good standing with WGI.

Definitions of Parties

- **Participant:** An individual over 18 performing with a group.
- **Minor Participant:** An individual under 18 performing with a group.
- **Group:** The entire organization or an individual participating group.
- **Adult Supervisor:** An individual in a managerial, instructional, design, or volunteer role spending two or more hours in-person with participants.
- **Volunteer:** An individual who freely gives their time to WGI or a group and provides support in any capacity.
- **Contractor:** An individual who provides occasional services for a fee.
- **Circuit Partner:** A regional partner organization that hosts marching arts events, using shared resources licensed by WGI and has its own governing body and financial management.

WGI will not tolerate conduct that violates its policies. Even if an action was not intended to violate this Code of Conduct, WGI prioritizes the actual impact of the action over the person's intentions to prevent negative experiences.

In addition to upholding this Code of Conduct, WGI can review and may take interim action against anyone involved in or accused of unlawful activities related to their participation in WGI or the marching arts.

All parties should consider themselves ambassadors of WGI. They are expected to uphold these policies, remind others of them when necessary, and report alleged violations.

Alcohol & Drug Policy

WGI parties have the right to participate in an environment free of alcohol, drugs, and other substances. Prohibited substances include narcotics, marijuana, products containing THC, inhalant drugs, and over-the-counter medications unless used with a valid medical prescription. Violations include, but are not limited to:

- Distributing alcohol and prohibited substances to any participant.
- Consuming or being under the influence of alcohol or a prohibited substance while under a participating group's supervision or providing services to WGI in connection with any event or activity, including rehearsals.
- Possessing or distributing alcohol or a prohibited substance on school grounds or arena facilities where such activities are prohibited.

Exceptions to this policy may be made on a case-by-case basis by WGI to allow alcohol at specifically sanctioned WGI events. At such allowable events, local regulations are expected to be followed. Prohibited substances remain forbidden at all times.

EXHIBIT A

Anti-Retaliation, Whistleblower, and False Reporting Policy
WGI will not tolerate retaliation against any party who makes a good faith report or threatens to make a good faith report. Retaliatory actions include threatening, intimidating, harassing, coercing, or any other action that could dissuade someone from reporting misconduct. Retaliation does not include good-faith actions lawfully pursued in response to a reported violation.

Any participant knowingly making a false allegation will be subject to disciplinary action. A false allegation differs from an unsubstantiated allegation, which means there is insufficient evidence to determine whether an allegation is true or false. An unsubstantiated allegation alone is not grounds for a Code violation.

Bullying Policy
Bullying means severe behavior directed at a participant that is aggressive and likely to hurt, control, or diminish the participant emotionally or physically often centering around a real or perceived power imbalanced. Examples of bullying include repeated physical, verbal, or social abuse. Physical abuse may refer to hitting, pushing, beating, biting, or other offensive contact. Verbal abuse may refer to ridiculing, taunting, name-calling, intimidating, or threatening to cause harm. Social abuse may refer to using rumors or false statements to diminish someone's reputation or socially excluding someone and asking others to do the same. Bullying may occur in person or virtually through any social or electronic mediums.

Bullying does not include occasional instances of rude or mean-spirited language, conduct arising from a conflict or struggle between persons with incompatible views or positions, or professionally accepted coaching methods of skill enhancement, physical conditioning, team building, appropriate discipline, or improved participant performance.

Confidential Reporting
Reports are made confidentially to WGI. Confidentiality means WGI will know the reporter's identity but will not share it unless consent is provided or if WGI is legally required to do so. Inaccurate or withheld information will limit WGI's ability to conduct an inquiry and respond.

Fraternization Policy
WGI maintains a strong position on fraternization between all parties. Fraternization means any close personal relationship that goes beyond a professional working relationship and can include romantic or intimate relationships, excessive socializing, and favoritism. Examples include:

- Sexual or romantic relationships between adult supervisors/volunteers and minor participants are prohibited.
- Establishing a new sexual or romantic relationship between adult supervisors/volunteers and adult participants while working with the same group is prohibited. Additionally, establishing a new sexual or romantic relationship been any party where there is, or a perceived power imbalance is strongly discouraged.
- Fraternization between participants and minor participants is strongly discouraged.
- Already-existing relationships between adult supervisors and participants are not encouraged but are not forbidden. These relationships must be managed to address potential conflicts or power imbalances.
- Any relationship that puts any party at risk of harm is prohibited.

General Conduct Policy
The experience of each party and the reputation of WGI depends on the conduct of all parties involved. Good manners, basic decency, and common sense are generally all that is required to ensure appropriate conduct and behavior. Engaging in conduct or using language that could be perceived as rude, inappropriate, abusive,

EXHIBIT A

disorderly, derogatory, immoral, or threatening will not be tolerated. Violations of this policy include, but are not limited to:

- Applying undue and unfair pressure to another party, especially if one party has authority over another.
- Verbally abusing any WGI staff.
- Inappropriate conduct on the contest floor, rehearsal sites, or event venues.
- Disruptive or rude behavior anywhere, anytime during a WGI activity.
- Affiliates of a group, such as parents or spectators, engaging in inappropriate conduct directed at any party on the contest floor, rehearsal sites, or event venues.

Harassment Policy

All parties must maintain a safe, respectful, and inclusive environment. Harassment means repeated or severe conduct that causes fear, humiliation, or annoyance and reflects discriminatory bias to establish dominance, superiority, or power over an individual or group based on age, race, ethnicity, gender, orientation, culture, religion, national origin, mental or physical disability. Harassment also refers to conduct that creates a hostile environment. A hostile environment exists when the conduct is severe or pervasive enough to interfere with, limit, or deprive any individual of the opportunity to participate in any program or activity. Harassment may occur in person or virtually through any social or electronic medium.

Harassment does not include occasional instances of rude or mean-spirited language, conduct arising from a conflict or struggle between persons with incompatible views or positions, or professionally accepted coaching methods of skill enhancement, physical conditioning, team building, appropriate discipline, or improved participant performance.

Hazing Policy

Hazing means any conduct that subjects another person to anything that may endanger, abuse, humiliate, degrade, or intimidate them as a condition of joining or being socially accepted by a group, team, or organization. Consent by the person subjected to hazing is not a defense, regardless of their perceived willingness to cooperate or participate.

Hostile Rehearsal Environment Policy

The rehearsal space is where groups develop creative routines and foster teamwork. A rehearsal environment is defined as periods when the group is practicing under the direct supervision of an authority figure or coordinator. It is a violation of this Code for any party to engage in severe or pervasive conduct that hampers a party's ability to participate meaningfully in the rehearsal environment. Rehearsal environments should remain educational both in the planning and commentary provided to any party. When rehearsal techniques and feedback are no longer educational, a hostile rehearsal environment could be created. Conduct prohibited by this Code, such as harassment, hazing, and bullying, is also prohibited in the rehearsal environment. Additionally, violations of this policy include:

- Creating a rehearsal environment intended to make any party excessively afraid, nervous, or anxious regardless of intention. This does not include professionally accepted coaching methods.
- Withholding educational information to achieve skills safely
- Attacking the personal character of participants rather than aspects of their performance.
- Rehearsing for extended timeframes while withholding, recommending against, or denying adequate hydration, nutrition, medical attention, or sleep.

Sexual Misconduct

Sexual misconduct of any kind will not be tolerated. Offenses include sexual or gender-related harassment, nonconsensual sexual contact, exposing a minor to sexual content/imagery, and sexual exploitation.

EXHIBIT A

- **Sexual or Gender-related Harassment:** Unwelcome sexual advances, requests for sexual favors, unwanted and continued sexual flirtations, and propositions. It also includes sexually degrading words and other conduct of a sexual nature.
- **Nonconsensual Sexual Contact:** Engaging in sexual contact without consent.
- **Exposing a Minor to Sexual Content/Imagery:** Intentionally exposing a minor to sexually explicit imagery.
- **Sexual Exploitation:** Taking non-consensual or abusive sexual advantage of another for one's own advantage.

Reporting Instances of Sexual Misconduct

If any party receives information suggesting sexual misconduct has occurred, they must report it to WGI immediately. Groups and Circuit Partners should report allegations of sexual misconduct to law enforcement. They must maintain effective policies and procedures for the protection and safety of all parties, including the ability to report suspected sexual misconduct without retaliation.

If any party learns of or suspects child abuse, including sexual misconduct, they must immediately report it to law enforcement, WGI, and comply with other applicable reporting requirements. Reporting to WGI alone is not sufficient.

Social Networking Policy

WGI values the freedom of expression on social networking sites and does not wish to discourage self-publishing or self-expression. However, we expect all parties involved in any capacity in WGI to follow the applicable guidelines and policies. It is important to understand that any posts made on social media are personal and do not represent WGI. Our policy prohibits the use of social media to post or display comments that are vulgar, obscene, threatening, intimidating, harassing, or hostile on account of any protected characteristic under applicable law on platforms controlled by WGI.

Weapons Policy

To ensure a safe environment for everyone, WGI strictly prohibits the wearing, carrying, storing, or possession of firearms or other dangerous weapons at any of our events or event venues. Anyone found violating this policy will be immediately removed and barred from future WGI events. Additionally, if the violator is a participant, adult supervisor, or volunteer affiliated with a participating group, that group will be disqualified and asked to leave the venue.

EXHIBIT A

OVERVIEW OF INQUIRY PROCESS AND RESOLUTION ACTION

If a report is received of a party allegedly in violation of any policy within this Code of Conduct, they may be subject to the WGI Inquiry Process. Based on the facts and circumstances surrounding each situation and determined responsibility of findings, the resolution determined is at the sole discretion of the WGI Administration.

Overview of the Process

In WGI's commitment to fostering a respectful, inclusive, and safe community, WGI has adopted an Inquiry Process that emphasizes dialogue and restorative action over traditional litigation and legalistic approaches. This process is designed to address misconduct in a manner that promotes healing and reconciliation through accountability. As such, individuals or groups who participate in the process will do so without legal representation as this process is internal for our private members within our private organization and not a criminal or civil proceeding. If reports detail criminal activities those matters will be referred to jurisdictional authorities and would follow those determined protocols, as well as a temporary suspension for the individual or group would be determined by WGI Administration until such matter is resolved.

WGI will only review reports that are submitted through the online reporting form, which can be found here. Once a report is received, it is review by WGI Administration. The review examines if the details in the complaint are within the scope and jurisdiction of WGI, violate a policy within the Code of Conduct, and provide enough information to begin the Inquiry Process. There are separate processes for Independent Groups versus Scholastic Groups.

Scholastic group reports will be referred by WGI to the appropriate district administration for resolution. While follow up on resolution will be requested, employment or privacy policies may not allow such response.

Independent groups are subject to the Inquiry Process of WGI. For reports that do not violate the Code of Conduct or do violate the Code of Conduct but do not pose an immediate threat or harm to a party, a coaching conversation will occur with the reporting party on recommendations for self-directed resolution opportunities.

The Inquiry Process includes notifications to parties involved, meetings with those who have direct knowledge about the reported behavior, and a determined finding on responsibility of violating the Code of Conduct and resolution. Suspension and termination resolutions do allow for the responding party to request a review of the resolution if meeting the review criteria.

Resolution Actions

The type of resolution is grounded by the facts and circumstances surrounding each situation and information gleaned from the Inquiry Process. Please note that the resolutions are not linear or progressive. It's important to note that the type of resolution, as well as any prior resolution, is at WGI's sole discretion. In extreme circumstances, termination of a party's participation in WGI may be considered. WGI will not make employment or casting decisions of a group, WGI will only make resolution actions that may or may not impact an individual or groups participation at WGI sanctioned events. Resolution actions may include the following, but not limited to:

- **Resolution Not Required** – this would be determined if the Inquiry Process does not determine findings of responsibility against the respondent and the charged Code of Conduct violations.
- **Alternative Resolution Process & Resolution Agreement** – in some cases where there are violations of the Code of Conduct but the findings determine there is not a threat of harm to any party but likely a more interpersonal conflict that could be address respectfully and safely by all individuals through self-determination, it may be advised that those individuals come together jointly and discuss their challenges and needs and formulate a resolution agreement. A completed resolution agreement is review and kept on file for WGI Administration and should further issues arise with any party a documented history is on record and more sever resolutions may be determined.

EXHIBIT A

- **Restorative Action Plan** – this resolution includes various exercises, education or upskilling to address the responsible findings against the listed claimed Code of Conduct violations and may or may not also be accompanied by a probationary period as outlined below.
- **Probationary Period** – this resolution notifies the responding party of their increased monitoring of behavior. This timed period would also monitor further reports. If findings of responsibility continue during this probationary period, it may lead to a more severe resolution.
- **Suspension** – this is a timed separation of any individual or group from WGI. The group may still exist but will not be allowed to participate at WGI sanctioned events. For individuals on a suspension, there is likely to be no contact with any group participating in any WGI sanctioned events in an administrative, instructional, consulting or designing capacity. At the conclusion of a suspension, a reinstatement meeting will occur to determine if the party is prepared and able to return to WGI. Individuals or groups who are suspended will not be able to participate in or hold official roles in WGI's governance structure.
- **Ban** – this is a permanent separation of any individual or group from WGI. The group may still exist but will not be allowed to participate at WGI sanctioned events. For individuals who have been banned from WGI, there is to be no contact with any group participating in any WGI sanctioned events in an administrative, instructional, consulting, or designing capacity. Individuals or groups who have been banned will not be able to participate in or hold official roles in WGI's governance structure. If an individual is banned and is in the WGI Hall of Fame, they will be stripped of this honor. A reinstatement meeting may be requested one time and is at the sole discretion of the WGI Administration to determine if such a meeting will be granted.

EXHIBIT A

Independent Inquiry Process

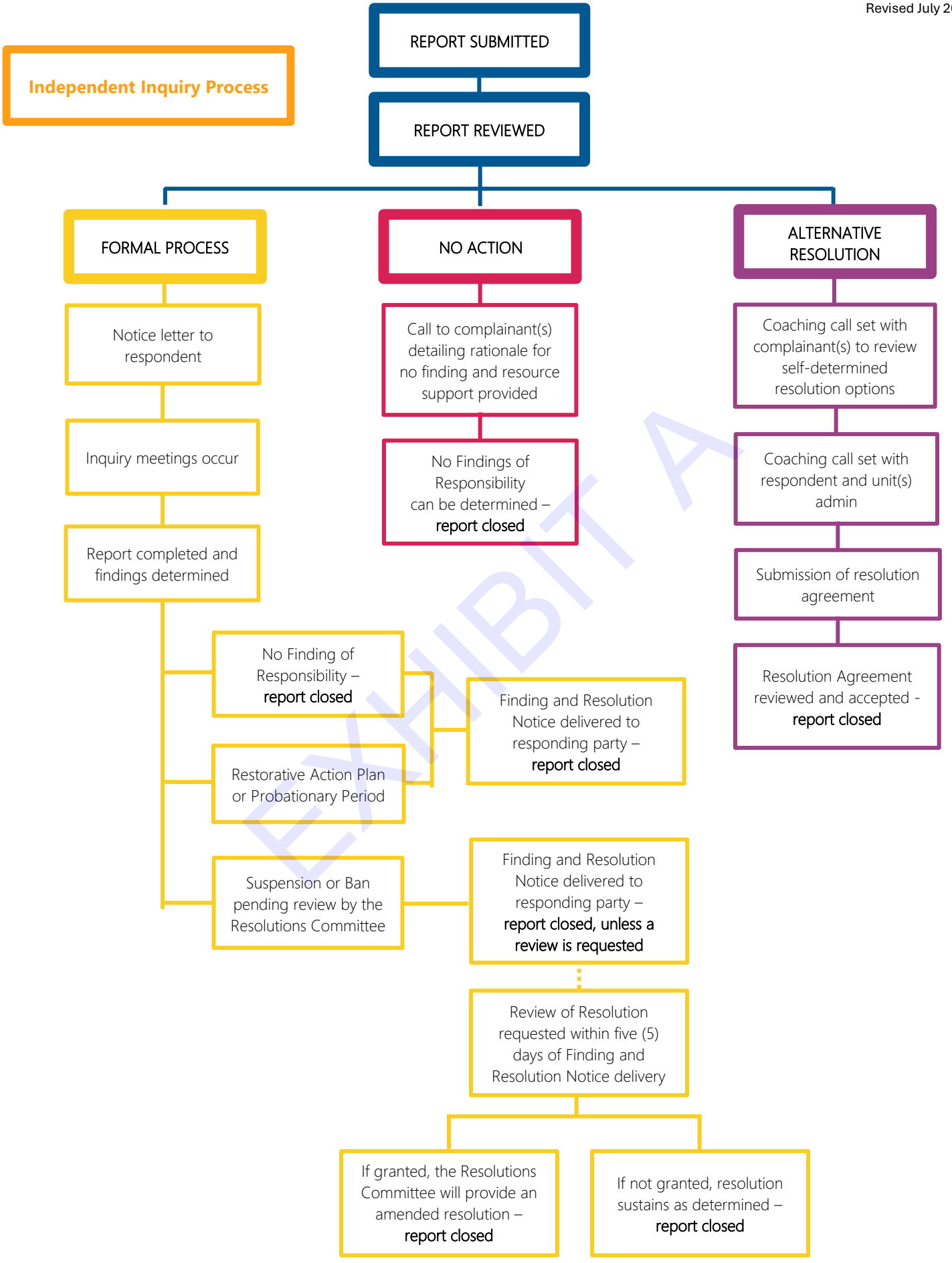

EXHIBIT A

Scholastic Inquiry Process

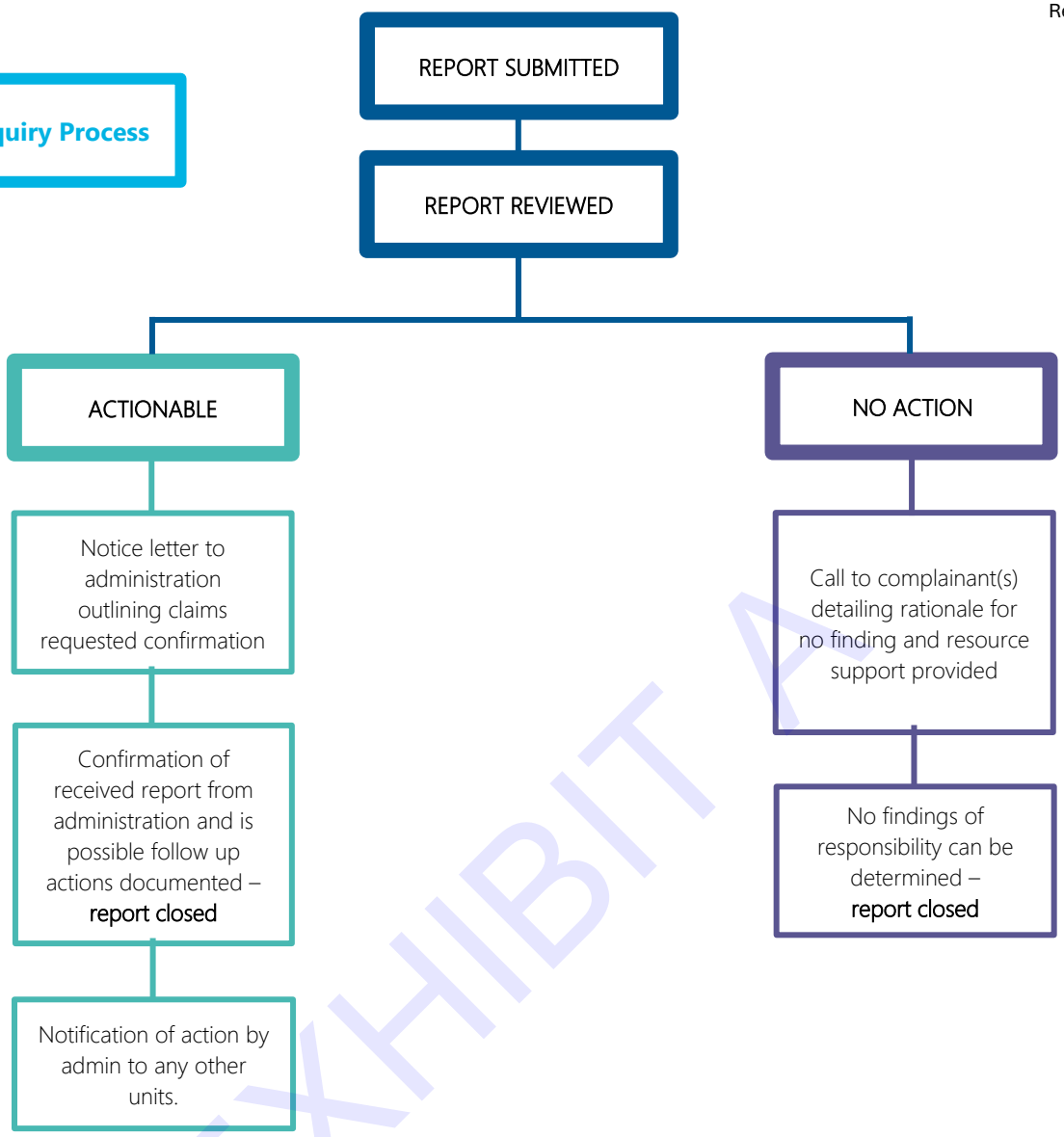

EXHIBIT A

RELEASE/WAIVER FORM

Minor's Name _____

Address _____ City _____ State _____ Zip _____

Parent/Guardian Phone _____ Parent/Guardian Email _____

As used below, **"Winter Guard International"** shall mean Winter Guard International, Inc. and the officers, directors, employees, agents, successors and assigns of each of the foregoing.

TERMS AND CONDITIONS OF PARTICIPATION – READ CAREFULLY BEFORE SIGNING

In consideration of my minor child or ward's participation, in color guard, percussion, or winds activities conducted by Winter Guard International, Inc. on or about January 1, 2026 through April 30, 2026 pursuant to the WGI Virtual, Regional, and World Championships Events (the "Event"), wherever the Event and/or activities may occur, you hereby attest that after reading this Form completely and carefully, including the notice above your signature, you acknowledge that participation in the Event by your minor child or ward is entirely voluntary, and that you understand and agree as follows:

RELEASE OF LIABILITY: I agree, on behalf of my child or ward, to waive and release all liabilities, claims, actions, damages, costs or expenses of any nature ("Claims") associated with all risks that are inherent to participation in the Event or other activities conducted in conjunction therewith (which risks may include, among other things, exposure to COVID-19, Naegliria Fowlerii and coliform bacteria, muscle injuries, heat and stress related issues, cuts, lacerations and broken bones) whether such risks are open and obvious or otherwise. Further, on behalf of my minor child or ward, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined under "INDEMNITY/INSURANCE" below) of and from all Claims arising in any manner out of, or in any way, connected with my child's or ward's participation in the Event.

INDEMNITY/INSURANCE: I agree to indemnify and hold Winter Guard International, Inc. and each of their parent, subsidiary and other affiliated or related companies; all Event sponsors and charities participating in the Event and their respective parent, subsidiary and other affiliated or related companies; and the officers, directors, employees, agents, contractors, subcontractors, representatives, successors, assigns, and volunteers of each of the foregoing entities (collectively, the "Released Parties") harmless from and against any and all Claims arising out of, or in anyway, connected with my child's or ward's participation in the Event, wherever the Event may occur, including, but not limited to, all attorneys' fees and disbursements through and including any appeal. I understand and agree that this indemnity includes any Claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by my child or ward either before, during, or after participation in the Event. I agree that I am not relying on the Released Parties to have arranged for, or carry, any insurance of any kind for the benefit of my child or ward relative to my child's or ward's participation in the activities and the Event, and that I am solely responsible for obtaining any mandatory or desired life, travel, accident, property, or other insurance related to my child's or ward's participation in the Event, at my own expense.

PHYSICAL CONDITION/MEDICAL AUTHORIZATION: I hereby certify that my child or ward is physically fit for participation in the Event and has the skill level required in connection with the Event, and I have not been advised otherwise.

PUBLICITY RIGHTS: I further grant the Released Parties the right to photograph, record and/or videotape my child or ward, at any WGI Event or activity, and further to display, edit, use and/or otherwise use my, or my child's or ward's face, likeness, voice, and appearance, in all media, whether now known or here after devised (including, without limitation, in computer or other device applications online webcasts, television programming, in motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, publication and use of Event results and standings, without compensation, residual obligations, reservation or limitation, or further approval, and I agree to indemnify and hold harmless the Released Parties for any Claims associated with such grant and right to use. The Released Parties are, however, under no obligation to exercise any rights granted herein.

GOVERNING LAW: I agree that this Agreement shall be construed under the laws of the State of Ohio, and further agree that the federal and state courts located in Ohio shall have exclusive and sole jurisdiction to resolve all disputes arising under or related to my child's or ward's participation. I irrevocably consent to the jurisdiction of the federal and state courts located in Ohio and agree that such courts are the only proper venue for the resolution of disputes **AND I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.**

EXHIBIT B

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN(S)

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF EACH OF THE RELEASED PARTIES (THAT IS, WINTER GUARD INTERNATIONAL, INC. AND THEIR RESPECTIVE PARENT, SUBSIDIARY AND OTHER AFFILIATED OR RELATED COMPANIES HAVING A PRESENCE AT THE EVENT AND THEIR RESPECTIVE PARENT, SUBSIDIARY AND OTHER AFFILATED OR RELATED COMPANIES AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES) USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY THAT CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES (THAT IS WINTER GUARD INTERNATIONAL, INC., THE EVENT HOST/SPONSORS/CHARITIES; AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES) IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES (THAT IS, WINTER GUARD INTERNATIONAL, INC.; THE EVENT HOST/SPONSORS/CHARITIES; AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES) HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

THE NOTICE ABOVE IS ALSO GIVEN AND APPLICABLE TO LEGAL GUARDIANS AND THEIR MINOR WARD(S) WHO YOUR ARE AGREEING TO LET ENGAGE IN POTENTIALLY DANGEROUS ACTIVITIES. ALL REFERENCES TO "CHILD" ABOVE ARE APPLICABLE YOUR MINOR WARD(S) AND YOUR AND YOUR WARD'S RIGHTS TO RECOVER FROM THE RELEASED PARTIES (THAT IS, WINTER GUARD INTERNATIONAL, INC.; THE EVENT HOST/SPONSORS/CHARITIES; AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES).

EXHIBIT B

By signing below, I certify that; (1) I fully and completely read and understand this Form; (2) I am 18 years of age or older; (3) I am the legal guardian of the minor child identified above; (4) the information set forth above pertaining to my child or ward is true and complete; and (5) I consent and agree to all the foregoing on behalf of myself and minor child or ward identified above.

X _____ _____

Signature of Parent(s) or Legal Guardian **Date**

EVERY PARENT OR LEGAL GUARDIAN OF A MINOR PARTICIPATING IN THE EVENT MUST COMPLETE, SIGN AND SUBMIT THIS FORM

Organization/Group Name

_____

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EXHIBIT B

WINTER GUARD INTERNATIONAL, INC.
WGI Virtual, Regional & World Championships Events

RELEASE/WAIVER FORM

Performer Name _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____

As used below, **"Winter Guard International"** shall mean Winter Guard International, Inc. and the officers, directors, employees, agents, successors and assigns of each of the foregoing.

TERMS AND CONDITIONS OF PARTICIPATION – READ CAREFULLY BEFORE SIGNING

In consideration of my participation in color guard, percussion, or winds activities conducted by WGI Sport of the Arts on or about January 1, 2026 through April 30, 2026 pursuant to the WGI Virtual, Regional, and World Championships Events (the "Event"), wherever the Event and/or activities may occur, I hereby attest that after reading this Form completely and carefully, including the notice above my signature, I acknowledge that my participation in the Event is entirely voluntary, and that I understand and agree as follows:

RELEASE OF LIABILITY: I agree to waive and release all liabilities, claims, actions, damages, costs or expenses of any nature ("Claims") associated with all risks that are inherent to participation in the Event or other activities conducted in conjunction therewith (which risks may include, among other things, exposure to COVID-19, Naegliria Fowlerii and coliform bacteria, muscle injuries, heat and stress related issues, cuts, lacerations and broken bones) whether such risks are open and obvious or otherwise. Further, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined under "INDEMNITY/INSURANCE" below) of and from all Claims arising in any manner out of, or in any way, connected with my participation in the Event.

INDEMNITY/INSURANCE: I agree to indemnify and hold Winter Guard International, Inc. and each of their parent, subsidiary and other affiliated or related companies; all Event sponsors and charities participating in the Event and their respective parent, subsidiary and other affiliated or related companies; and the officers, directors, employees, agents, contractors, subcontractors, representatives, successors, assigns, and volunteers of each of the foregoing entities (collectively, the "Released Parties") harmless from and against any and all Claims arising out of, or in anyway, connected with my participation in the Event, wherever the Event may occur, including, but not limited to, all attorneys' fees and disbursements through and including any appeal. I understand and agree that this indemnity includes any Claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, before, during, or after participation in the Event. I agree that I am not relying on the Released Parties to have arranged for, or carry, any insurance of any kind for my benefit relative to my participation in the activities and the Event, and that I am solely responsible for obtaining any mandatory or desired life, travel, accident, property, or other insurance related to my participation in the Event, at my own expense.

PHYSICAL CONDITION/MEDICAL AUTHORIZATION: I hereby certify that I am physically fit for participation in the Event and have the skill level required in connection with the Event, and I have not been advised otherwise.

PUBLICITY RIGHTS: I further grant the Released Parties the right to photograph, record and/or videotape myself, at any WGI Event or activity, and further to display, edit, use and/or use my face, likeness, voice, and appearance, in all media, whether now known or here after devised (including, without limitation, in computer or other device applications online webcasts, television programming, in motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, publication and use of Event results and standings, without compensation, residual obligations, reservation or limitation, or further approval, and I agree to indemnify and hold harmless the Released Parties for any Claims associated with such grant and right to use. The Released Parties are, however, under no obligation to exercise any rights granted herein.

GOVERNING LAW: I agree that this Agreement shall be construed under the laws of the State of Ohio and further agree that the federal and state courts located in Ohio shall have exclusive and sole jurisdiction to resolve all disputes arising under or related to my participation. I irrevocably consent to the jurisdiction of the federal and state courts located in Ohio and agree that such courts are the only proper venue for the resolution of disputes **AND I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.**

By signing below, I certify that; (1) I fully and completely read and understand this Form; (2) I am 18 years of age or older; (3) the information set forth above is true and complete; and (5) I consent and agree to all the foregoing.

X _____ _____
Signature of Participant **Date**

EVERY PARTICIPANT 18 AND OVER IN THE EVENT MUST COMPLETE, SIGN, AND SUBMIT THIS FORM.

GROUP NAME

EXHIBIT B

EMAIL TEMPLATE FOR SCHOOLS

Subject: **WINTER GUARD INTERNATIONAL INC**. d/b/a WGI Sport of the Arts ("WGI")
Performer Release/Waiver Form for Child (17 and Under) or Adult (18+)

Dear Parent/Guardian or Adult Participant:

This email is to inform you that you are receiving a link to a WGI Performer Release/Waiver ("Release"). This Release is not a document from The School Board of Broward County, Florida, and the School District is not requesting that you sign the document.

WGI requires that the Release be signed by the parent or guardian of the minor performer, or the performer (18+), who wishes to participate in the event scheduled for [<Insert date(s) of the event>], which includes [<Insert description of the event>].

PLEASE READ THE PERMISSION TO USE PHOTOGRAPHY/RECORDING/VIDEO FOR THE EVENT COMPLETELY AND CAREFULLY. BY SIGNING THE RELEASE YOU MAY BE GIVING UP CERTAIN IMPORTANT RIGHTS. If you wish, you do have the option to seek legal counsel to advise you on this matter. You have the right to refuse to sign the Release, and if you do not sign the Release, your child (17 and under), or you (if you are 18+) will not be allowed to participate in the WGI [<Insert description of the event>].

If you wish to participate in this event, please sign the Release at the link provided no later than [<insert time_date_year>].

Sincerely,
<insert Principal name>

EXHIBIT C

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	BB. Board Members
DEPARTMENT:	Board Member - District 1

Agenda Item Number:	BB-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Interim Chief Auditor Appointment and Contract Negotiations ADDED

REQUESTED ACTION:

Appoint Mark Magli as Interim Chief Auditor reporting to The School Board of Broward County, Florida. Permit the Board Chair and General Counsel to conduct negotiations and bring forth the negotiated contract to the next available School Board meeting. (Bulman)

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

Executive Summary

FINANCIAL IMPACT:

To be determined

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	John J. Sullivan	Phone:	754-321-2616
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

John J. Sullivan, Chief of Staff and Communications

Signature

John J. Sullivan, Chief of Staff and Communications

Electronic Signature

Form \$4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: John Sullivan
Title: Chief of Staff & Communications
Phone: (754) 321-2626

EXECUTIVE SUMMARY

Interim Chief Auditor Contract Negotiations

Board Meeting Date: February 10, 2026

Requested Action: Appoint Mark Magli as Interim Chief Auditor reporting to The School Board of Broward County, Florida. Permit the Board Chair and General Counsel to conduct negotiations and bring forth the negotiated contract to the next available School Board meeting.

School Board Policy Requirement/Authority:

Statutory Requirement/Authority: No

District-zone Impact: District-wide

Impact of the School Board's Vote:
- If the School Board votes "Yes": The School Board Chair will engage in Interim Chief Auditor contract negotiations with Mark Magli and bring forth the negotiated contract to the next available School Board meeting so that the District will have an Interim Chief Auditor in place while the Board conducts a search for a permanent Chief Auditor

- If the School Board votes "No": The School Board Chair will not engage in Interim Chief Auditor contract negotiations with Mark Magli and the District will not have an Interim Chief Auditor in place while the Board conducts a search for a permanent Chief Auditor.

Background/History
On or about December 17, 2025, David Rhodes provided the Board with notice of his intent to retire from his position as Chief Auditor effective March 2, 2026. Due to the anticipated timeline for interviewing candidates and hiring a new Chief Auditor, Mark Magli has agreed to serve as the Interim Chief Auditor until a new Chief Auditor is hired and the Board desires that Mark Magli serve as the Interim Chief Auditor until a new Chief Auditor is hired.

Alignment to 2027 Goals and Guardrails: Business Operations

Measurable Outcome(s)/Return on Investment: N/A

Financial Impact, Funding Source & Budget Status: To be determined

-

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original spending authority request	N/A	N/A	N/A	N/A	N/A
First Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Second Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	—	—	—	___	___

Multi-year agreement: Yes / No N/A

Procurement Method: N/A

Impact on Schools: N/A

If there is an impact on schools, how will schools be selected/prioritized: N/A

Stakeholder Engagement/ End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: N/A

Status: SPECIAL ORDER

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	CC. Office of The Superintendent
DEPARTMENT:	Superintendent

Agenda Item Number:	CC-1.
Consent or Open Item:	Open
Special Order:	YES
Time for Special Order:	1:00 P.M.

TITLE:

Final Order on Broward County School Board vs. Rhonda Daniels
SPECIAL ORDER - 1:00 P.M.

REQUESTED ACTION:

Approve the Final Order adopting the Recommended Order entered on December 23, 2025, by Meredith C. Hinshelwood, Administrative Law Judge, in the matter of Broward County School Board vs. Rhonda Daniels, Case No.24-4894TTS, before the State of Florida Division of Administrative Hearings. District 1

RATIONALE:

For the Requested Action, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s) Return on Investments, Financial Impact, and Rational, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Proposed Final Order

FINANCIAL IMPACT:

The financial impact to the District is back pay in the amount of $1,584.99.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Esmeralda E. Negron	Phone:	754-321-2050
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Ernie Lozano, Chief Human Resources Officer

Signature

Dr. Ernie Lozano, Chief Human Resources Officer Jan 27, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Ernie Lozano
Title: Chief Human Resources Officer
Phone: 754-321-1840

EXECUTIVE SUMMARY

Final Order on Broward County School Board vs. Rhonda Daniels

Board Meeting Date: February 10, 2026

Requested Action: Approve the Final Order adopting the Recommended Order entered on December 23, 2025, by Meredith C. Hinshelwood, Administrative Law Judge, in the matter of Broward County School Board vs. Rhonda Daniels, Case No. 24-4894TTS, in the State of Florida Division of Administrative Hearings.

School Board Policy Requirement/Authority: F.S. *Chapter 120*.

Statutory Requirement/Authority: F.S. §§ 1001.51, 1012.27(5) and 1012.33

District-zone Impact: District 1

Impact of the School Board's Vote:
- If the School Board votes "Yes": The School Board approves the Recommended Order in its entirety, dismissing the charges, and rescinds the suspension of Rhonda Daniels without pay for five (5) days.
- If the School Board votes "No": N/A. The School Board must take final agency action by rendering a Final Order.

Background/History:
This item requests that the Board enter a Final Order adopting the Administrative Law Judge's recommendation: dismiss the charges, rescind the previous decision to suspend Rhonda Daniels without pay for five (5) days and award backpay.

During the 2023-2024 school year, Rhonda Daniels ("Daniels"), a teacher at Watkins Elementary School displayed inappropriate and unprofessional actions toward students. The Administrative Complaint was served on Daniels recommending a five (5) day suspension and she timely requested a hearing. The School Board approved the recommendation and the matter transferred to the Division of Administrative hearings ("DOAH") to assign an Administrative Law Judge ("ALJ") to conduct the final hearing challenging the School Board's discipline. The DOAH hearing was held on October 7 and 8, 2025, the ALJ entered a Recommended Order in favor of Rhonda Daniels, dismissing the charges, and awarding Daniels backpay for the five day suspension.

Alignment to 2027 Goals and Guardrails: Business Operations

Measurable Outcome(s)/Return on Investment: N/A

Financial Impact, Funding Source & Budget Status:

- The financial impact to the District is back salary in the amount of $1,584.99 (gross).

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original spending authority request	N/A	N/A	N/A	N/A	N/A
First Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/Av
Second Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	—	—	—	—	—

Multi-year agreement: Yes / No N/A
Procurement Method: N/A

Impact on Schools: N/A

If there is an impact on schools, how will schools be selected/prioritized:

Stakeholder Engagement/ End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

BROWARD COUNTY SCHOOL BOARD,

Petitioner,

DOAH CASE NO.: 24-4894TTS

RSBM Agenda: 02/10/26-CC-1

v.

RHONDA DANIELS,

Respondent.
_____/

FINAL ORDER

THIS CAUSE came before THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("School Board") at its meeting conducted on February 10, 2026, to consider adoption of the Recommended Order entered on December 23, 2025, by Meredith C. Hinshelwood, Administrative Law Judge (ALJ) of the State of Florida Division of Administrative Hearings.

IT IS THEREUPON ADJUDGED that:

1. No party filed exceptions;
2. The SCHOOL BOARD adopts the Recommended Order in its entirety, which is incorporated herein by reference. See Recommended Order attached hereto as Exhibit "A".

DONE AND ORDERED in Fort Lauderdale, Broward County, Florida, this _____ day of _____, 2026.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
SARAH LEONARDI, CHAIR

Filed in the Official School Board Records the _____ day of _____, 2026.

_____
Supervisor, Official School Board Records

Copies Furnished to:

DENISE M. HEEKIN, ESQUIRE
Ayla Arshad, Esquire
Bryant Miller Olive P.A.
One Southeast Third Avenue, Suite 2200
Miami, Florida 33131
Counsel for the School Board

MELISSA C. MIHOK, ESQUIRE
Mihok Law
1401 East 22nd Avenue
Tampa, Florida 33605
Counsel for Lori Bacon

DR. HOWARD HEPBURN, Superintendent of Schools
Office of the Superintendent
The School Board of Broward County, Florida
600 Southeast Third Avenue - 10th Floor
Fort Lauderdale, Florida 33301

STATE OF FLORIDA, DIVISION OF ADMINISTRATIVE HEARINGS
The DeSoto Building
1230 Apalachee Parkway
Tallahassee, Florida 32399-3060

APPEAL OF FINAL ORDER

Pursuant to Section 120.68, Florida Statutes, a party to this proceeding may seek judicial review of this Final Order in the appropriate district court of appeal by filing a notice of appeal with Noemi Gutierrez, Agency Clerk, Official School Board Records, The School Board of Broward County, Florida, 600 Southeast Third Avenue – 2nd Floor, Fort Lauderdale, Florida 33301, on or before thirty (30) days from the date of this Final Order. A copy of the notice and a copy of this Final Order, together with the appropriate filing fee, must also be filed with the Clerk, Fourth District Court of Appeal, 110 South Tamarind Avenue, West Palm Beach, Florida 33401. If you fail to file your notice of appeal within the time prescribed by laws and the rules of court, you will lose your right to appeal this Final Order.

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

BROWARD COUNTY SCHOOL BOARD,

Petitioner,

vs. Case No. 24-4894TTS

RHONDA DANIELS,

Respondent.
_____/

RECOMMENDED ORDER

Administrative Law Judge Meredith C. Hinshelwood conducted the final hearing in this case for the Division of Administrative Hearings ("DOAH") on October 7 and 8, 2025, by Zoom conference.

APPEARANCES

For Petitioner: Denise Heekin, Esquire
Ayla Arshad, Esquire
Bryant Miller Olive P.A
One Southeast 3rd Avenue, Suite 2200
Miami, Florida 33131

For Respondent: Melissa Mihok, Esquire
Mihok Law
1401 East 22nd Avenue
Tampa, Florida 33605

STATEMENT OF THE ISSUE

Whether just cause exists to suspend Respondent for five days without pay.

Exhibit "A"

PRELIMINARY STATEMENT

By letter dated November 22, 2024, the Superintendent for Broward County Public Schools notified Respondent that he would recommend to the Broward County School Board ("School Board") on December 17, 2024, that Respondent receive a suspension from her position based upon the charges outlined in the Administrative Complaint.

The Administrative Complaint laid out Material Allegations relating to the allegations that Respondent punished a student, A.C., by poking or scratching his arm with a pushpin and by brushing his hair with a comb. The Administrative Complaint asserts that Respondent's actions constitute just cause to suspend her for five days without pay and charges Respondent with the following:

- "Misconduct in office," as defined in Florida Administrative Code Rule 6A-5.056(2) to mean:

  > (a) A violation of the Code of Ethics of the Education Profession in Florida as adopted in Rule 6A-10.080, F.A.C.;
  >
  > (b) A violation of the Principles of Professional Conduct for the Education Profession in Florida as adopted in Rule 6A-10.081, F.A.C.;
  >
  > (c) A violation of the adopted school board rules;
  >
  > (d) Behavior that disrupts the student's learning environment; or
  >
  > (e) Behavior that reduces the teacher's ability or his or her colleagues' ability to effectively perform duties.

- Violations of the following specific portions of Florida Administrative Code Rule 6A-10.081:

  > (1) Florida educators shall be guided by the following ethical principles:

* * *

(b) The educator's primary professional concern will always be for the student and for the development of the student's potential. The educator will therefore strive for professional growth and will seek to exercise the best professional judgment and integrity.

(c) Aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community, the educator strives to achieve and sustain the highest degree of ethical conduct.

(2) Florida educators shall comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to revocation or suspension of the individual educator's certificate, or the other penalties as provided by law.

(a) Obligation to the student requires that the individual:

1. Shall make reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety.

* * *

5. Shall not intentionally expose a student to unnecessary embarrassment or disparagement.

* * *

(c) Obligation to the profession of education requires that the individual:

* * *

4. Shall not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work

> responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable effort to assure that each individual is protected from such harassment or discrimination.

Fla. Admin. Code R. 6A-10.081(1)(b) and (c), (2)(a)1. and 5., and (2)(c)4.

- "Incompetency," as defined in rule 6A-5.056(3)(a)1.-4. to mean:[1]

> (3) "Incompetency" means the inability, failure or lack of fitness to discharge the required duty as a result of inefficiency or incapacity.
>
> (a) "Inefficiency" means one or more of the following:
>
> 1. Failure to perform duties prescribed by law;
>
> 2. Failure to communicate appropriately with and relate to students;
>
> 3. Failure to communicate appropriately with and relate to colleagues, administrators, subordinates, or parents;
>
> 4. Disorganization of his or her classroom to such an extent that the health, safety or welfare of the students is diminished;

- A violation of School Board Policy 4008, which requires Respondent to "comply with the provisions of the Florida School Code, State Board

[1] The Administrative Complaint states that Respondent's "actions show a failure to perform the required duties as a result of inefficiency and incapacity." The definition of "inefficiency" is cited and quoted, but the Administrative Complaint omits a citation and quote for the definition of "incapacity." Therefore, it is difficult to discern whether Petitioner intended to charge Respondent with "incapacity," as defined in rule 6A-5.056(3)(b). This Recommended Order construes the ambiguity in Respondent's favor and, therefore, omits consideration of whether Respondent's actions show a failure to perform the required duties as a result of incapacity, as defined in rule 6A-5.056(3)(b). It is also worth noting that Petitioner's Proposed Recommended Order does not quote or provide argument about the specific definition of "incapacity" in rule 6A-5.056(3)(b).

Regulations and regulations and policies of the [School] Board." This policy specifically requires that:

> The members of instructional staff shall perform the following functions:
>
> 1. Comply with the Code of Ethics and the Principles of Professional Conduct of the Education Profession in Florida.
>
> * * *
>
> 3. Infuse in the classroom, the District's adopted Character Education Traits of Respect, Honesty, Kindness, Self-control, Tolerance, Cooperation, Responsibility and Citizenship.
>
> 4. Treat all students with kindness, consideration and humanity, administering discipline in accordance with regulations of the State Board and the School Board; provided that in no case shall cruel or inhuman punishment be administered to any child attending the public schools.
>
> * * *
>
> 8. Conform to all rules and regulations that may be prescribed by the State Board and by the School Board.

The Administrative Complaint notified Respondent of her ability to challenge the charges by submitting a written request for a hearing within 15 days after receipt. Respondent timely submitted her request for a hearing on December 6, 2024, and the School Board adopted the Superintendent's recommendation to suspend Respondent without pay for five days.

Based on the parties' availability, the final hearing was initially scheduled for July 22 and 23, 2025. The final hearing was continued twice and was subsequently transferred to the undersigned. Despite the case transfer, the hearing was scheduled for, and held on, October 7 and 8, 2025.

At the final hearing, Petitioner presented the testimony of six witnesses: Ricardo Ricketts, Lori Mendez, Sabrina Andrieu, Officer Jonathan Santiago, Detective Bryan Dietrich, and David Azzarito. Respondent presented the testimony of Lori Mendez and testified on her own behalf. The following exhibits were admitted into evidence for Petitioner: 1 through 3, 5, 5A, 5B, 8 through 14, 16 through 33. Respondent's Exhibit 1 was also admitted into evidence.

The final hearing Transcript was filed with DOAH on October 23, 2025. The parties timely filed proposed recommended orders, which have been considered in the preparation of this Recommended Order.

All references to the Florida Statutes are to the version in effect at the time of the allegations of misconduct referred to in the Administrative Complaint, unless otherwise indicated.

FINDINGS OF FACT

1. Petitioner is a duly constituted district school board charged with the duty to operate, control, and supervise all free public schools within Broward County, Florida. Art. IX, § 4(b), Fla. Const.; § 1001.32, Fla. Stat.

2. Pursuant to School Board Policy 4.9, the range of penalties for the offenses alleged in the Administrative Complaint is reprimand to dismissal because they are Category B offenses under the policy. Specifically, Category B offenses include: "r) Failure to comply with School Board policy, state law, or appropriate contractual agreements." Thus, a five-day suspension is within the range of appropriate penalties.

3. The events in question occurred during the 2023-2024 school year.

4. At the time of the final hearing, Respondent had been employed as a teacher at Watkins Elementary School for approximately 29 years. She has

never received sanctions against her teaching certificate, and she had never been disciplined by the school district prior to the allegations in this case.

5. At the time of the incident in question, Respondent taught first-grade students who were around age six, and Respondent was A.C.'s first-grade teacher.

6. A.C. was a child with many behavioral issues.

7. Early in the school year, A.C.'s mother wanted him moved to a different class because Respondent was too strict.

8. On November 6, 2023, Assistant Principal Ricardo Ricketts received a complaint from A.C.'s mother. As Mr. Ricketts testified, A.C.'s mother called him "very upset because A.C. came home and she noticed scratches on him."

9. Mr. Ricketts spoke with A.C. two days later. Although the student stated that Respondent made the scratches with something sharp that you stick on walls, Mr. Ricketts asked A.C. about other scratches that Mr. Ricketts noticed. At one point, A.C. told Mr. Ricketts that his dog scratched him.[2] The scratches that Mr. Ricketts observed on A.C.'s arm were not freshly made but rather "looked older." During this interview with A.C., A.C. also mentioned that Respondent would comb his hair.

10. Mr. Ricketts went to Respondent's classroom, informed her of the allegations, and informed her that he needed to speak with some of the students. He questioned first-grade students whose names A.C. provided, as well as other first-grade students who were sitting in the vicinity of where A.C. sits in the classroom.

11. Mr. Ricketts submitted information to Child Protective Investigation Services ("CPIS"). As a result, a CPIS investigator came to the school on November 14, 2023, along with Officers Sabrina Andrieu and Jonathan Santiago from the Pembroke Park Police Department.

[2] Detective Bryan Dietrich testified that A.C. told him some of the scratches might have come from falling while riding his bike.

12. On the day that CPIS and the police officers questioned Respondent at the school, Officer Andrieu wore a body camera, the footage of which is in the record. *See* Pet.'s Ex. 5A and 5B. Officer Andrieu also photographed A.C.'s arms, and the photographs of A.C.'s arms are in the record. *See* Pet. Ex. 5. Officer Andrieu testified that some of the marks on A.C.'s arms looked older than others, and none of the injuries looked fresh or newly acquired.

13. The footage from Officer Andrieu's body camera begins with the CPIS investigator questioning a child in Principal Lori Mendez's office. The child is difficult to hear and is visually unobservable due to facing away from Officer Andrieu in a chair or due to facial blurring when facing Officer Andrieu. What is clear, though, is that this child witness struggled with understanding truth versus a lie, and even Officer Andrieu noted how the student's story changed in the course of this questioning. Pet. Ex. 5A at 5:25.

14. The footage of this child's questioning obviates the issues with giving any significant weight in this case to students' hearsay statements that are included in the record. None of these student witnesses testified at the final hearing. Thus, the undersigned lacks the ability to assess these students' credibility, especially their ability to understand the difference between a truth and a lie.

15. The footage from Officer Andrieu's body camera also includes Respondent's interview with the CPIS investigator, as well as Officer Andrieu's Mirandized questioning of Respondent while in the principal's office. This portion of the footage contains Respondent's initial confession to the Material Allegations in this case, and this footage is immensely helpful in observing the interactions that led to Respondent's confession.

16. Prior to and a good ways into questioning by Officer Andrieu, Respondent was consistent in her version of what occurred with the pushpins and combing A.C.'s hair. As to the pushpins, A.C. took the pushpins off her table and had them in his hand. Respondent grabbed A.C.'s hand to get the pushpins back from A.C. In doing so, she may have scratched his hand but

not his arm.[3] As to combing A.C.'s hair, this was not a punishment. Rather, as a result of A.C. unsuccessfully trying to "twist" his own hair, Respondent was trying to make his hair look nice so that he could focus on his work.

17. Respondent's version of combing A.C.'s hair as seen in the body camera footage was consistent with her testimony in that she did comb A.C.'s hair - not as a punishment but rather to help him get to work.

18. During Officer Andrieu's questioning of Respondent while in the principal's office, Respondent had a calm and generally flat affect and was highly compliant. Respondent appeared to be highly susceptible to misunderstanding and suggestion from leading questions. At times, her responses to questions were unintentionally nonsensical. After significant prompting and insistence by Officer Andrieu, Respondent's genuine confusion about the pushpin allegations gave way to confession – a false confession. To be clear, this Order is not taking issue with the interrogation tactics utilized here. Rather, this is an assessment of the vulnerability of the subject and the weight to be afforded Respondent's confession.

19. Officer Santiago's observations of Respondent's confession align with the assessment above. He testified that, at times while Officer Andrieu was questioning her, Respondent "didn't have an understanding of how the questions were coming off." In his honest opinion, he "felt like she [Respondent] just wanted the whole interrogation to be over with."

20. Officer Santiago's observations of Respondent's confession also align with Respondent's testimony that she was confused at the time of questioning and that she just wanted to get out of there because there were things to do in the classroom. Afterall, Officer Andrieu stated at the beginning of the questioning that Respondent was not in trouble, nor did Respondent understand the Miranda rights that were read to her. Thus, she did not know she was about to be arrested.

[3] Respondent's testimony reveals that this pushpin incident occurred on October 16, 2023.

21. The second portion of body camera footage from Officer Andrieu shows Respondent in the back of the police car under arrest. Referring back to her earlier questioning of Respondent, Officer Andrieu asks Respondent to confirm a number of aspects of that earlier confession. Among these confirmation questions, Officer Andrieu asks Respondent how many times she told Officer Andrieu that she poked A.C. with a pushpin. Respondent states, "Three." However, Respondent testified that Officer Andrieu held up three fingers to prompt her answer.[4] Indeed, in the footage, Respondent directs her eyes downward in a manner unlike the surrounding portions of the video. When Officer Andrieu was questioned at the final hearing about whether she held up three fingers to show Respondent how many times she should say that she poked or scratched A.C., Officer Andrieu's answer was certainly not without equivocation.[5] Crucially, Respondent's statement of "three" did not occur during audible portions of the earlier footage. Officer Andrieu's use of the mute button or whispering during the earlier footage appears at times evasive and/or against department policy, and this seriously undermines the weight to be afforded the second confession that was allegedly a summary of things Respondent had confessed.

22. Officer Andrieu testified that, as to the times when she muted her camera, "that was – after we already concluded our investigation. There was no victim, no suspect, no witnesses, within the classroom. We're allowed to mute our cameras when it's things such as small talk or, you know, just conversations that wouldn't really be in the investigation's benefit or it's just small talk, you know." However, Officer Andrieu muted her sound even though she was clearly speaking about Respondent returning to the room for arrest. *See* Pet. Ex. 5A at 59:10. Respondent is then clearly in the site of the

[4] Respondent testified that this was a prompting to say three "kids," but this appears to be a mistake in her testimony. The only time in this portion of body camera footage that the number three is mentioned is in relation to the number of times that Respondent allegedly told Officer Andrieu that Respondent poked A.C. with a pushpin.

[5] Her precise response was "No ma'am, I don't believe so."

body camera, but Officer Andrieu's sound is still muted. *See* Pet. Ex. 5A at 1:04:38. Earlier in the footage, Officer Andrieu is whispering to Officer Santiago while her body camera was not muted. Based on bits that are audible from Officer Andrieu, as well as Officer Santiago's audible responses, it is clear that they are discussing A.C.'s parents and A.C.'s behavior. *See* Pet. Ex. 5A at 56:30.

23. As stated above, Officer Andrieu's use of the mute button or whispering seriously undermines the weight to be afforded Respondent's second confession that was allegedly a summary of the earlier confession. Crucially, the audible portions of the first confession do not contain a statement by Respondent that she poked A.C. three times with a pushpin. This second confession, being so undermined, as well being based on an earlier false confession, should be afforded no weight.[6]

24. Principal Mendez has known Respondent as a teacher since Principal Mendez began working at Watkins Elementary School in November 2010. Principal Mendez described Respondent as being "very patient, very calm, very well-liked by her peers." She has never witnessed Respondent being inappropriate or angry towards a student. Principal Mendez did not have any issues with Respondent – neither her behavior nor her performance – after Respondent returned to Watkins Elementary following her suspension. Respondent is currently teaching art at Watkins Elementary, not as a result of punishment but rather on account of her artistic talent.

25. Principal Mendez has known Respondent for approximately 15 years in a professional capacity, served on the school district's Professional Standards Committee[7] at the time of the events in question, and was present

[6] It is also worth noting that the Material Allegations state that A.C.'s mother had seen the marks on A.C.'s arm *over time*. Respondent's confession, at least the audible portions, contain only a confession to poking or scratching A.C. on *one* day, not over time.

[7] Principal Mendez explained that once an investigation such as the one at hand is complete, the information is brought before the Professional Standards Committee for review to determine whether there is cause or no cause; and, if there is cause, what discipline should

when Respondent was questioned by police. Thus, her perspective on the strength of Respondent's confession should be afforded great weight. According to Principal Mendez:

> [E]verything that Ms. Daniels said up until the police officer spoke to her, I one hundred percent believed the way she said it. I didn't have any reason not to believe that, based on all of my years of experience with Ms. Daniels.
>
> Once the police officer read her her rights and started speaking to her and asking her questions and became more persistent, her story changed.
>
> So it's hard for me to say would I have or would I have not given her a suspension [while sitting on the Professional Standards Committee to hear this case.] You know, there were cases that I listened to that we did and we didn't, depending on what the people said in their own defense as well, in front of us that day.

26. Suffice it to say that even Principal Mendez was not convinced by Respondent's confession, given the totality of what she knew of Respondent, A.C., A.C.'s mother who made the allegations, and what she had first-hand observed during Respondent's questioning by police.

27. Recalling that this case began with an allegation made by A.C.'s mother, the lack of follow-up from either of A.C.'s parents is striking. Principal Mendez called A.C.'s mother and father each on November 15 and 17, 2023, with no answer. She did not speak to them because the father's voicemail box was full, and the mother's voicemail box was not setup. Officer Andrieu attempted to contact A.C.'s mother but did not recall whether she or Officer Santiago were able to reach her.[8] Officer Andrieu did not recall a time

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be given, if any. For obvious reasons, Principal Mendez recused herself from this case when it was brought before the Professional Standards Committee.

[8] Officer Andrieu's incident report dated November 14, 2023, states that "[s]everal attempts were made to contact the juvenile victim's parent(s), by both law enforcement and the school staff, for a statement and signature for Victim Affidavit, and all were negative with contact."

when A.C.'s mother attempted to call her. Neither parent testified at the final hearing in this case.

28. To summarize the genesis of this case, the allegations against Respondent were made by the mother of a child with behavioral problems, and the child's mother wanted her child moved to a different class because Respondent was too strict. Neither of the child's parents followed up on the allegations. With the benefit of hindsight, the allegations were suspect at the outset.

29. To summarize the evidence in this case, neither the child nor his mother testified at the final hearing, which would have provided opportunity for assessment of their credibility and assessment of the effect that Respondent's combing of A.C.'s hair had on him. None of the student witnesses testified at the final hearing, which would have provided opportunity for assessment of their credibility. The allegations about the pushpins expressly noted visible physical injury, yet this case lacks proof of physical injury attributable to poking or scratching with pushpins, as opposed to a dog or a fall from a bike. For reasons explained above, Respondent's confessions should be afforded no weight. While it is clear that Respondent combed A.C.'s hair, there is insufficient proof that Respondent combed his hair as a punishment.

CONCLUSIONS OF LAW

30. DOAH has jurisdiction over the parties and subject matter of this case. §§ 120.569, 120.57(1), 1012.33(6)(a), and 1012.335, Fla. Stat. (2025).

31. Petitioner's Superintendent is responsible for directing the work of school personnel and is required to suspend instructional staff members during emergencies. § 1012.27(5)(a), Fla. Stat.

32. Petitioner has the ultimate authority to suspend instructional staff members. § 1012.22(1)(f), Fla. Stat.

33. As a teacher, Respondent was a member of the instructional staff who may only be suspended for just cause, as defined by rule of the State Board of Education. § 1012.33(1)(a) and (6)(a), Fla. Stat.; § 1012.335(4) and (5), Fla. Stat.

34. Petitioner bears the burden of proving the allegations in its Administrative Complaint by a preponderance of the evidence. *See McNeill v. Pinellas Cnty. Sch. Bd.*, 678 So. 2d 476 (Fla. 2d DCA 1996); *Allen v. Sch. Bd. of Dade Cnty.*, 571 So. 2d 568, 569 (Fla. 3d DCA 1990); and *Dileo v. Sch. Bd. of Dade Cnty.*, 569 So. 2d 883 (Fla. 3d DCA 1990).

35. Whether particular conduct constitutes a violation of the applicable statutes or rules "is a factual question to be decided in the context of the alleged violation." *See Langston v. Jamerson*, 653 So. 2d 489, 491 (Fla. 1st DCA 1995).

36. For the reasons stated above, Petitioner failed to demonstrate, by a preponderance of the evidence, that Respondent committed the acts as alleged in the Material Allegations within the Administrative Complaint.

37. As the unproven Material Allegations set forth in the Administrative Complaint are the facts on which just cause for Respondent's suspension is predicated, the evidence produced at the final hearing does not establish just cause to suspend Respondent without pay for five days.

RECOMMENDATION

Based on the foregoing Findings of Fact and Conclusions of Law, it is RECOMMENDED that the Broward County School Board enter a final order dismissing the Administrative Complaint, rescinding its previous decision to suspend Respondent without pay for five days, and awarding Respondent back pay.

DONE AND ENTERED this 23rd day of December, 2025, in Tallahassee, Leon County, Florida.

Meredith Hinshelwood

MEREDITH C. HINSHELWOOD
Administrative Law Judge
DOAH Tallahassee Office

Division of Administrative Hearings
2001 Drayton Drive
Tallahassee, Florida 32311
(850) 488-9675
www.doah.state.fl.us

Filed with the Clerk of the
Division of Administrative Hearings
this 23rd day of December, 2025.

COPIES FURNISHED:

Denise Marie Heekin, Esquire
(eServed)

Robert F. McKee, Esquire
(eServed)

Melissa C. Mihok, Esquire
(eServed)

Dr. Howard Hepburn, Superintendent
(eServed)

David Chappell, General Counsel
(eServed)

Anastasios Kamoutsas, Commissioner of Education
(eServed)

NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 15 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the Final Order in this case.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	FF. Financial Management
DEPARTMENT:	Grants Administration

Agenda Item Number:	FF-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Grant Applications - Pre & Post-Submission

REQUESTED ACTION:

Approve the submission of the following grant applications. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

Executive Summaries

FINANCIAL IMPACT:

The positive financial impact is $6,971,855.55.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela R. Fulton	Phone:	754-321-2100
Name:	Romaneir Johnson	Phone:	754-321-1990

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jan 22, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve the Post-Submission Florida Department of Education Workforce Development Capitalization Incentive Grant

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Board Meeting Date: February 10, 2026

Requested Action:
Approve the post-submission Florida Department of Education Workforce Development Capitalization Incentive (CAP) Grant.

School Board Policy Requirement/Authority: N/A

Is it Statutorily Required? No

District-zone Impact: District-wide

Impact if the Board Voted Yes or No:
- If the Board Votes "Yes": If this grant application is approved, the District will receive $3,538,443 in funding to support the expansion of 9-12 career technical education (CTE) programs in the 2025-2026 and 2026-2027 school years.
- If the Board votes "No": If this grant application is not approved, the District will lose $3,538,443 in funding to support the expansion of 9-12 career technical education (CTE) programs in the 2025-2026 and 2026-2027 school years.

Background/History:
The purpose of this program is to provide funding to cover some or all the costs associated with the creation or expansion of career and technical education programs that lead to industry certifications included on the CAPE Industry Certification Funding List. This funding will be used to increase the acceleration opportunities for high school students across the county with the expansion of career technical program through the purchase of instructional equipment, laboratory equipment, supplies, student services, and fixed capital.

The Florida Department of Education – Workforce Development Capitalization Incentive Program was created in F.S. 10011.801. School districts and Florida College Systems were invited to submit a concept proposal for consideration and recommendation for funding. This is a new discretionary, non-competitive grant and will be managed by the Career, Technical, Adult and Community Education (CTACE) Department. All high schools were eligible to apply. The following participating schools have been awarded grant funding:

BCPS High Schools		BCPS Charter High Schools
Blanche Ely	Hollywood Hills	Academic Solutions Academy
Boyd Anderson	J.P. Taravella	Ascend Career Academy
Charles W. Flanagan	Lauderhill 6-12	Pembroke Pines Charter High
Cooper City	Marjory Stoneman Douglas	Somerset Arts Conservatory
Coral Glades	Millenium 6-12 Collegiate Academy	Somerset Academy High
Cypress Bay	Monarch	Somerset Prep Charter High
Dillard 6-12	Nova	
Fort Lauderdale	Piper	
Hallandale	South Broward	

For more information, please contact Maria Formoso, Director of CTACE.

Alignment to 2027 Goals and Guardrails:
Goal 4: College & Career Readiness; Guardrail 2: Equity

Measurable Outcome(s)/Return on Investment:
This initiative will result in well-prepared, highly qualified students who are ready to enter the workplace. CTACE will prioritize increasing enrollment in the identified CTE programs with a goal of reaching more students. This initiative, grounded in local needs and workforce consultation, will provide students with the tools they need to achieve their career aspirations while contributing to our region's economic vitality and aligning to the needs of the modern workforce.

Financial Impact, Funding Source & Budget Status:
The positive financial impact is $3,538,443. The source of funds is the Florida Department of Education. There is no additional financial impact to the District.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source (s) and Code	AMOUNT	TERM (months)
Original spending authority request	N/A	N/A	N/A	N/A	N/A
First Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Second Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A

Multi-year agreement: No

Procurement Method: N/A

Impact on Schools:
This program will greatly increase educational options in Broward County schools by providing funding for new and upgraded career and technical education programs tailored to the local workforce. Through these efforts, students will gain valuable skills that employers seek, enhancing their job readiness and supporting long-term careers in fast-growing industries.

If there is an impact on schools, how will schools be selected/prioritized?
All high schools were eligible to apply and selected schools received funding for their CTE program(s).

Stakeholder Engagement / End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: N/A

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve the Post-Submission United States Department of Education (USDOE) Presidential and Congressional Academies for American History and Civics Grant Application through the Broward Education Foundation

---

Board Meeting Date: February 10, 2026

Requested Action:
Approve the post-submission United States Department of Education Presidential and Congressional Academies for American History and Civics Grant Application through the Broward Education Foundation.

School Board Policy Requirement/Authority: N/A

Is it Statutorily Required? No

District-zone Impact: District-wide

Impact if the Board Voted Yes or No:
- If the Board Votes "Yes": If this grant application is approved, the District will receive $2,823,233 in funding to build a sustainable network of teacher-leaders, improve instructional quality and student civic engagement, and provide districtwide access to high-impact history and civics professional development and resources.
- If the Board votes "No": If this grant application is not approved, the District will lose $2,823,233 in funding to build a sustainable teacher-leader network, improve history and civics instruction, and provide equitable, high-quality professional development and resources to educators and students across the District.

Background/History:
Project HERO: History Education for Revolutionary Origins is a three-year, districtwide initiative funded through the Presidential and Congressional Academies for American History and Civics Grant. In partnership with Broward Education Foundation, Florida International University, Colonial Williamsburg and the Lou Frey Institute, the project is designed to transform American history and civics instruction by developing a network of teacher-leaders through immersive, inquiry-based professional development. Starting with a cohort of 40 educators and expanding to all social studies teachers, HERO provides research-backed training, digital resources, and leadership opportunities, aiming to improve instructional quality, student civic engagement and equity, especially in Title I schools, while building a sustainable infrastructure for ongoing collaboration, resource sharing, and replication across the district and beyond.

The United States Department of Education Presidential and Congressional Academies for American History and Civics Grant Application is a new grant with a three year implementation from October 2025 to September 2028. The Broward Education Foundation was awarded $2,823,233 in funding to support the Elementary and Secondary Learning Departments. For more information, please contact Guy Barmoha, Director of Secondary Learning.

Alignment to 2027 Goals and Guardrails:
Guardrail 3: School Support

Measurable Outcome(s)/Return on Investment:

1. Increase content knowledge and instructional capacity of social studies teachers in American history and civics, particularly those teaching about founding principles.
2. Provide sustained, high-quality professional development through immersive, inquiry-based learning and mentorship.
3. Expand access to HERO-aligned instructional strategies and resources across the District in Years 2 and 3.
4. Improve student achievement in civics and U.S. history as a result of enhanced instruction by HERO participants.
5. Strengthen teacher instructional practices through increased use of inquiry and literacy strategies.
6. Gather and analyze teacher reflections to understand the impact of HERO on classroom practice and student engagement.

Financial Impact, Funding Source & Budget Status:
The positive financial impact is $2,823,233. The source of funds is the United States Department of Education through the Broward Education Foundation. There is no additional financial impact to the District.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source (s) and Code	AMOUNT	TERM (months)
Original spending authority request	N/A	N/A	N/A	N/A	N/A
First Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Second Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A

Multi-year agreement: No

Procurement Method: N/A

Impact on Schools:
This program will create lasting improvements in civic education across Broward County Public Schools by developing teacher-leaders, expanding access to high-quality professional development, and fostering greater student engagement and achievement in history and civics.

If there is an impact on schools, how will schools be selected/prioritized?
Teacher participants will be selected through a digital application process that prioritizes teachers from Title I schools, those with 0–5 years of experience, and educators who demonstrate a need to revitalize their instructional practice. Department chairs and direct outreach from curriculum supervisors and principals will guide recruitment.

Stakeholder Engagement / End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: N/A

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve the Post-Submission Florida Department of Education Computer Science Teacher Certification Grant

---

Board Meeting Date: February 10, 2026

Requested Action:
Approve the post-submission Florida Department of Education Computer Science Teacher Certification Grant.

School Board Policy Requirement/Authority: N/A

Is it Statutorily Required? No

District-zone Impact: District-wide

Impact if the Board Voted Yes or No:
- If the Board Votes "Yes": If this grant application is approved, the District will receive $340,907 in funding to cover the costs associated with computer science teacher certification and/or professional learning.
- If the Board votes "No": If this grant application is not approved, the District will lose the opportunity to receive $340,907 in funding to cover the costs associated with computer science teacher certification and/or professional learning.

Background/History:
The purpose of this program is to provide funding to districts to deliver or facilitate training for classroom teachers in relation to computer science (CS) certifications, pay for related examinations, or to provide professional development in CS courses and content. BCPS will allocate this funding to two key projects:

1. Florida Teacher Certification Examinations (FCTE) Professional Development: The 2025-2026 cohort of 10 teachers will join those from the previous cohorts of teachers (Table 1) who are working to add K-12 Computer Science to their certificate.
2. CS Professional Learning: Professional learning will be provided to educators currently teaching CS and those interested in expanding their certification and curriculum by adding CS. They will be eligible to participate in multi-faceted professional learning opportunities. All courses will be developed and facilitated by expert facilitators. Workshop curriculum and resources will be provided through the Broward Canvas Learning Management System.

The Florida Department of Education Computer Science Teacher Certification Grant is a new discretionary, non-competitive grant for the 2025-2026 school year. The Applied Learning Department has been awarded $340,907 in funding. This grant will be managed by the department. For more information, please contact Susan Cantrick, Director of Applied Learning.

Alignment to 2027 Goals and Guardrails
Goal 4: College & Career Readiness; Guardrail 2: Equity

Measurable Outcome(s)/Return on Investment
This project will result in well prepared, highly qualified computer science teachers able to facilitate the integration of computer science in different content areas. Teachers who represent schools from across the District and who participate in this project will increase:

- student achievement in advanced computer science
- the seamless articulation of computer science to reach all students

This comprehensive professional development plan will sustain growth in CS-certified educators and the capacity for rigorous computer science learning opportunities for all BCPS students. Workshops will be evaluated using the following metrics and tools:

- teacher enrollment, participation, and completion
- attempts and passing rate for FTCE K-12 Computer Science certification exam (and any industry certification examinations associated with a course)
- performance appraisal / feedback survey responses from the District professional development system, based on the Applied Learning STEM and Computer Science Innovation Configuration

Educator Certification FTCE K-12 Computer Science Preparation Program Data:

TABLE 1. FLDOE CS Grant – Educator Certification Prep Data Years 1-6 of FL Funding

Year	Cohort #	Teachers Enrolled	Completed PD	Took FTCE CS Exam**	Passed Exam	Passing %
2019-2020	**Broward**	153	140	78	35	44.9%
2019-2020	**Florida***			200 (39%)	112 (31%)	56.0%
2020-2021	**Broward**	57	51	48	18	37.5%
2020-2021	**Florida***			717 (7%)	265 (7%)	36.9%
2021-2022	**Broward**	33	25	25	4	16.0%
2021-2022	**Florida***			274 (9%)	101 (4%)	36.9%
2022-2023	**Broward**	24	21	21	4	19.0%
2022-2023	**Florida***			482 (4%)	173 (2%)	35.9%
2023-2024	**Broward**	38	26	26	6	23.0%
2024-2025	**Broward**	30	25	25	7	28%
2019-2025	**Broward Total**	335	288	223	74	33%
2019-2024	**Florida Total**			1,673	651	39%

*The Annual Administration and Technical Report is retrieved from https://www.fldoe.org/accountability/assessments/postsecondary-assessment/ftce/program-outcomes.stml
(##%) = Broward represents this % of the total for FLORIDA
**Includes re-takes of the FTCE from prior cohorts.
– The 2025 data for the State of Florida has not been published as of 1/8/2026

Financial Impact, Funding Source & Budget Status:
The positive financial impact is $340,907. The source of funds is the Florida Department of Education. There is no additional financial impact to the District.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source (s) and Code	AMOUNT	TERM (months)
Original spending authority request	N/A	N/A	N/A	N/A	N/A
First Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Second Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A

Multi-year agreement: No

Procurement Method: N/A

Impact on Schools:
This program will equip schools across the District with highly qualified computer science teachers who can integrate CS into multiple subjects, ensuring all students have access to rigorous learning opportunities. By fostering certified educators and advancing student achievement in computer science, schools will build sustainable capacity for innovation and future-ready skills.

If there is an impact on schools, how will schools be selected/prioritized?
Classroom teachers in BCPS who are pursuing K-12 Computer Science certification or currently teaching CS and those seeking to expand their certification and curriculum are eligible to participate.

Stakeholder Engagement / End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: N/A

For more information, please contact:
Name: Michael Gregory
Title: Chief Safety & Security Officer
Phone: 754-321-2655

EXECUTIVE SUMMARY

Recommendation to Approve the Post-Submission Florida Department of Education District Threat Management Coordinators Grant Application

---

Board Meeting Date: February 10, 2026

Requested Action:
Approve the post-submission Florida Department of Education District Threat Management Coordinators (DTMC) Grant Application.

School Board Policy Requirement/Authority: N/A

Is it Statutorily Required? Chapter 6A-1.0019(4)(a), Florida Administrative Code (F.A.C.)

District-zone Impact: District-wide

Impact if the Board Voted Yes or No:
- If the Board Votes "Yes": If this grant application is approved, the District will receive $115,000 in funding for salary and benefits for a District Threat Management Coordinator position and remain in compliance with Chapter 6A-1.0019(4)(a), Florida Administrative Code.
- If the Board votes "No": If this grant application is not approved, the District will lose the opportunity to receive $115,000 in funding for salary and benefits for a District Threat Management Coordinator position.

Background/History:
The Florida legislature has appropriated $5,000,000 to implement Rule 6A-1.0019(4)(a), F.A.C., requiring each district school board to establish a District Threat Management Coordinator (DTMC) to oversee the district's behavior threat management program. Every school district will receive an allocation based on its size. Broward County Public Schools is classified as a "very large" District and has been allocated the maximum amount of $115,000. BCPS' Director of Behavioral Threat Management is the DTMC designee with the Office of Safe Schools in compliance with Rule 6A-1.0019(5)(a), F.A.C. All grant funds allocated for the DTMC position will be used to fund salary and benefits (fringe) of the Director of Behavioral Threat Management, who performs the responsibilities of the DTMC position.

The FDOE District Threat Management Coordinators Grant is a discretionary, and non-competitive grant for the 2025-2026 school year. The Behavioral Threat Management Department has been awarded $115,000 in funding. This grant will be managed by the department. For more information, please contact Kim Punzi-Elabiary, Director of Behavioral Threat Management.

Alignment to 2027 Goals and Guardrails:
Guardrail 1: Safety

Measurable Outcome(s)/Return on Investment:
By June 30, 2026, the District Threat Management Coordinator will implement all updated requirements to Rule 6A-1.0019,F.A.C., Threat Management as amended by the State Board of Education on May 29, 2024.

Financial Impact, Funding Source & Budget Status:
The potential positive financial impact is $115,000. The source of funds is Florida Department of Education - Office of Safe Schools. There is a financial impact to the District from the approved 2025-26 General Fund as the grant appropriation ($115,000) does not cover the full salary and fringe range of the Director of Behavioral Threat Assessment (ESMAB - Educational Support & Management Association of Broward) position.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source (s) and Code	AMOUNT	TERM (months)
Original spending authority request	N/A	N/A	N/A	N/A	N/A
First Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Second Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A

Multi-year agreement: N/A

Procurement Method: N/A

Impact on Schools:
All District and Charter schools have a school-based behavioral threat management team to coordinate behavioral threat assessments to evaluate the behavior of students who may pose a threat to the school, school staff, or students and to coordinate intervention and services for such students.

If there is an impact on schools, how will schools be selected/prioritized?
All District and Charter schools are required to initiate threat assessment reporting and documentation as required by the Florida-specific behavioral threat assessment instrument.

Stakeholder Engagement / End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: N/A

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve the Post-Submission Florida Department of Education School District Exceptional Student Evaluation Program Grant Application

---

Board Meeting Date: February 10, 2026

Requested Action:
Approve the post-submission Florida Department of Education School District Exceptional Student Evaluation Program Grant Application.

School Board Policy Requirement/Authority: N/A

Is it Statutorily Required? Section 1002.394(7)(b), Florida Statutes (F.S.)

District-zone Impact: District-wide

Impact if the Board Voted Yes or No:
- If the Board Votes "Yes": If this grant application is approved, the District will receive $84,917.31 in funding to assist in the timely and accurate development of individual educational plans (IEPs) and/or matrix of services cost factors and remain in compliance with Section 1002.394(7)(b), Florida Statutes.
- If the Board votes "No": If this grant application is not approved, the District will lose the opportunity to receive $84,917.31 in funding to assist in the timely and accurate development of individual educational plans (IEPs) and/or matrix of services cost factors and will not be in compliance with Section 1002.394(7)(b), Florida Statutes.

Background/History:
The Florida Department of Education (FDOE) released the School District Exceptional Student Evaluation Program Request for Application (RFA), encouraging all eligible districts to participate in this program to ensure that K-12 students, ages 3 through 21, with unique abilities receive the services they need in a timely and efficient manner. This initiative is designed to streamline the evaluation process by allowing districts to utilize existing IEPs or documentation from licensed professionals under Chapters 458 and 459, F.S., without requiring full reevaluations. The goal is to ensure students receive timely and appropriate support and reduce administrative burdens and delays. This FDOE program supports Florida school districts in meeting the requirements of section 1002.394(7)(b), Florida Statutes (F.S.).

The FDOE School District Exceptional Student Evaluation Program Grant is a discretionary, and non-competitive grant for the 2025-2026 school year. The Exceptional Student Education (ESE) Department has been awarded $84,917.31 in funding. This grant will be managed by the department. For more information, please contact Andrea Ciotti, Director of ESE Specialized Instruction.

Alignment to 2027 Goals and Guardrails:
Guardrail 3: School Support, and Guardrail 4: Accountability

Measurable Outcome(s)/Return on Investment:
By June 30, 2026, the District will ensure that all reported IEPs and matrices of services are

completed in accordance with state and federal requirements. The District will also provide any additional documentation requested by the FDOE for audit or monitoring, ensuring timely funding, reduced compliance risk, and strengthened fiscal accountability.

Financial Impact, Funding Source & Budget Status:
The positive financial impact is $84,917.31. The source of funds is Florida Department of Education, Division of Public Schools, Bureau of Exceptional Education and Student Services (BEESS). There is no additional financial impact to the District.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source (s) and Code	AMOUNT	TERM (months)
Original spending authority request	N/A	N/A	N/A	N/A	N/A
First Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Second Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A

Multi-year agreement: N/A

Procurement Method: N/A

Impact on Schools:
All District schools will receive targeted support to ensure students with unique abilities receive timely and appropriate services to support the accurate and efficient development of IEPs and matrices of services.

If there is an impact on schools, how will schools be selected/prioritized?
All District schools are eligible to receive services under this FDOE program, with funding prioritized to support students with disabilities ages 3 through 21, ensuring equitable access to required services across the District.

Stakeholder Engagement / End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: N/A

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve the Post-Submission Florida Department of Education Early Childhood Music Education Incentive Program Grant

---

Board Meeting Date: February 10, 2026

Requested Action:
Approve the post-submission Florida Department of Education Early Childhood Music Education Incentive Program Grant.

School Board Policy Requirement/Authority: N/A

Is it Statutorily Required? No

District-zone Impact: District-wide

Impact if the Board Voted Yes or No:
- If the Board Votes "Yes": If this grant application is approved, the District will receive $62,555.24 in funding to assist participating schools in implementing comprehensive music education programs for students in kindergarten through grade 2.
- If the Board votes "No": If this grant application is not approved, the District will lose the opportunity to receive $62,555.24 in funding to assist participating schools in implementing comprehensive music education programs for students in kindergarten through grade 2.

Background/History:
The purpose of the Early Childhood Music Education Incentive Program is to assist participating school districts in implementing and supporting comprehensive music education programs for students in kindergarten through grade 2, including professional development for music teachers and the purchase of instruments and supplies. All elementary schools that met the eligibility requirements were able to apply. The following participating elementary schools have been awarded grant funding:

BCPS Elementary Schools		BCPS Charter Schools
Davie	Palm Cove	Hollywood Academy of Arts and Science
Hollywood Hills	Pines Lakes	
Manatee Bay	Silver Palms	
Norcrest	Stephen Foster	
North Andrews Gardens		

The Florida Department of Education Early Childhood Music Education Incentive Program Grant is a discretionary and non-competitive grant for the 2025-2026 school year. The Applied Learning Department has been awarded $62,555.24 in funding ($49,830.63 allocated to the District and $12,724.61 allocated to charter schools). This grant will be managed by the department. For more information, please contact Susan Cantrick, Director of Applied Learning.

Alignment to 2027 Goals and Guardrails:
Guardrail 3: School Support

Measurable Outcome(s)/Return on Investment:
The District will receive funding to assist participating schools in implementing comprehensive music education programs for students in kindergarten through grade 2. Benefits of being selected for this program include teacher professional development, professional organization memberships, classroom music equipment and music supplies.

Financial Impact, Funding Source & Budget Status:
The positive financial impact is $62,555.24. The source of funds is the Florida Department of Education. There is no additional financial impact to the District.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source (s) and Code	AMOUNT	TERM (months)
Original spending authority request	N/A	N/A	N/A	N/A	N/A
First Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Second Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A

Multi-year agreement: No

Procurement Method: N/A

Impact on Schools:
This program will establish strong music education programs for kindergarten through grade 2, enriching early learning experiences. This support includes teacher training, professional memberships, and essential classroom music equipment and supplies.

If there is an impact on schools, how will schools be selected/prioritized?
Elementary schools that met the program's eligibility criteria were invited to apply for funding to implement comprehensive music education for kindergarten through grade 2.

Stakeholder Engagement / End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: N/A

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve the Post-Submission Walmart Local Community Grant Application

---

Board Meeting Date: February 10, 2026

Requested Action:
Approve the post-submission Walmart Local Community Grant application.

School Board Policy Requirement/Authority: N/A

Is it Statutorily Required? No

District-zone Impact: District 1

Impact if the Board Voted Yes or No:
- If the Board Votes "Yes": If this grant application is approved, Attucks Middle School will receive $4,800 in funding to support student engagement and activities through incentives for good grades and student improvements.
- If the Board votes "No": If this grant application is not approved, Attucks Middle School will lose $4,800 in funding to support student engagement and activities through incentives for good grades and student improvements.

Background/History:
The awarded funds will be used to support students through engaging and challenging activities, continuous encouragement, and the celebration of both small and large achievements. Additionally, the funds will help educators strengthen students' foundations by providing incentives for good grades and student improvements.

The Walmart Local Community Grant is a new and competitive grant. Attucks Middle School has been awarded $4,800 in funding for the 2025-2026 school year. All schools that fit the donor's funding criteria are eligible to apply. The grant will be managed by the school. For more information, please contact Cassandra Adderley, Principal of Attucks Middle School.

Alignment to 2027 Goals and Guardrails:
Guardrail 5: Wellness Support

Measurable Outcome(s)/Return on Investment
Improve student outcomes through providing engaging experiences that motivate & improve emotional wellbeing.

Financial Impact, Funding Source & Budget Status:
The positive financial impact is $4,800. The source of funds is Walmart. There is no additional financial impact to the District.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source (s) and Code	AMOUNT	TERM (months)
Original spending authority request	N/A	N/A	N/A	N/A	N/A
First Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Second Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A

Multi-year agreement: No

Procurement Method: N/A

Impact on Schools:
Attucks Middle School will be positively impacted with additional funds for student engagement and activities.

If there is an impact on schools, how will schools be selected/prioritized?
All schools that fit the donor's funding criteria are eligible to apply for the grant.

Stakeholder Engagement / End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: N/A

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve the Post-Submission Fort Lauderdale Garden Club's Gardens in Community Schools Grant Application

---

Board Meeting Date: February 10, 2026

Requested Action:
Approve the post-submission Fort Lauderdale Garden Club's Gardens in Community Schools Grant application.

School Board Policy Requirement/Authority: N/A

Is it Statutorily Required? No

District-zone Impact: District 6

Impact if the Board Voted Yes or No:
- If the Board Votes "Yes": If this grant application is approved, Plantation Park Elementary School will receive $1,000 in funding to support the school's native garden project.
- If the Board votes "No": If this grant application is not approved, Plantation Park Elementary School will lose the opportunity to receive $1,000 in funding to support the school's native garden project.

Background/History:
Plantation Park Elementary School has received a grant to expand its Native Garden Project, introducing new native plant species and transforming the space into an accessible, outdoor classroom for all grade levels. In collaboration with South Plantation High School's student-led environmental restoration club, they have developed a custom learning module that integrates the garden into the club's program. Beyond its educational purpose, the garden will serve as a welcoming sanctuary where students can relax, reflect, and connect with nature during the school day. This initiative promotes hands-on learning and fosters a strong sense of environmental stewardship.

The Fort Lauderdale Garden Club's Gardens in Community Schools grant is a new and competitive grant for the 2025-2026 school year. All Broward County schools were eligible to apply. Plantation Park Elementary School has been awarded $1,000 in funding. This grant will be managed by the school. For more information, please contact Philip Bullock, Principal of Plantation Park Elementary School.

Alignment to 2027 Goals and Guardrails:
Guardrail 3: School Support

Measurable Outcome(s)/Return on Investment:
Provide hands-on learning experiences through the school's community garden.

Financial Impact, Funding Source & Budget Status:
The positive financial impact is $1,000. The source of funds is the Fort Lauderdale Garden Club. There is no additional financial impact to the District.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source (s) and Code	AMOUNT	TERM (months)
Original spending authority request	N/A	N/A	N/A	N/A	N/A
First Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Second Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A

Multi-year agreement: No

Procurement Method: N/A

Impact on Schools:
Plantation Park Elementary School will be positively impacted with additional funds for their school's native garden project.

If there is an impact on schools, how will schools be selected/prioritized?
All Broward County schools were eligible to apply.

Stakeholder Engagement / End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: N/A

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve the Post-Submission Samsung Solve for Tomorrow - Promising STEM Innovation Grant Application

---

Board Meeting Date: February 10, 2026

Requested Action:
Approve the post-submission Samsung Solve for Tomorrow - Promising STEM Innovation Grant application.

School Board Policy Requirement/Authority: N/A

Is it Statutorily Required? No

District-zone Impact: District 7

Impact if the Board Voted Yes or No:
- If the Board Votes "Yes": If this grant application is approved, Cypress Run Educational Center will receive $1,000 in funding to support student engagement and activities through drones and virtual reality headsets.
- If the Board votes "No": If this grant application is not approved, Cypress Run Educational Center will lose $1,000 in funding to support student engagement and activities through drones and virtual reality headsets.

Background/History:
The awarded funds will provide students with hands-on learning through dynamic lessons using drones and virtual reality headsets, fostering creativity and critical thinking. Educators will have access and use these tools to strengthen STEM academic foundations while improving student progress and achievements.

The Samsung Solve for Tomorrow - Promising STEM Innovation Grant is a new and competitive grant. Cypress Run Educational Center has been awarded $1,000 in funding for the 2025-2026 school year. All full time, 6-12, U.S. educators that fit the donor's funding criteria were eligible to apply for the grant. The grant will be managed by the school. For more information, please contact Janet Jackson, Assistant Principal of Cypress Run Educational Center.

Alignment to 2027 Goals and Guardrails:
Guardrail 3: School Support

Measurable Outcome(s)/Return on Investment
Provide hands-on learning experiences through cutting-edge technology including drones and virtual reality headsets.

Financial Impact, Funding Source & Budget Status:
The positive financial impact is $1,000. The source of funds is Samsung. There is no additional financial impact to the District.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source (s) and Code	AMOUNT	TERM (months)
Original spending authority request	N/A	N/A	N/A	N/A	N/A
First Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Second Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A

Multi-year agreement: No

Procurement Method: N/A

Impact on Schools:
Cypress Run Educational Center will be positively impacted with additional funds for student engagement and activities.

If there is an impact on schools, how will schools be selected/prioritized?
All full time, 6-12, U.S. educators that fit the donor's funding criteria were eligible to apply for the grant.

Stakeholder Engagement / End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: N/A

Status: WITHDRAWN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	FF. Financial Management
DEPARTMENT:	Accounting & Financial Reporting

Agenda Item Number:	FF-2.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2025 WITHDRAWN

REQUESTED ACTION:

Approve the audited Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2025. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

Memo to Withdraw

FINANCIAL IMPACT:

There is no financial impact impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir Johnson	Phone:	754-321-1990
Name:	Carlos Gomez	Phone:	754-321-2270

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Feb 6, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. HOWARD HEPBURN
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

February 5, 2026

TO: School Board Members

FROM: Romaneir Johnson
Chief Financial Officer

VIA: Dr. Howard Hepburn
Superintendent of Schools

`SUBJECT: **WITHDRAWAL OF ITEM FF-2, ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2025, FROM THE FEBRUARY 10, 2026, REGULAR SCHOOL BOARD MEETING**

Please withdraw FF-2, Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2025, for the February 10, 2026, Regular School Board Meeting.

This item will be presented at a future School Board meeting.

HH/RJ/CG:ol

C: Senior Leadership Team

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	GG. General Counsel
DEPARTMENT:	General Counsel

Agenda Item Number:	GG-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Settlement Agreement with HANDY
ADDED

REQUESTED ACTION:

Approve the Settlement Agreement between The School Board of Broward County, Florida (SBBC) and Helping Advance and Nurture the Development of Youth, Inc. (HANDY). District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Settlement Agreement

FINANCIAL IMPACT:

The financial impact of this item is $270,525. Please see Executive Summary for additional information.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Kathelyn Jacques-Adams, …	Phone:	754-321-2050
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Kathelyn Jacques-Adams, Interim General Counsel

Signature

Kathelyn Jacques-Adams, Interim General Counsel Feb 9, 2026

Electronic Signature

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:

Name: Kathelyn Jacques-Adams, Esq., B.C.S
Title: Interim General Counsel
Phone: 754-321-2050

EXECUTIVE SUMMARY

Settlement Agreement with HANDY

Board Meeting Date: February 10, 2026

Requested Action: Approve the Settlement Agreement between The School Board of Broward County, Florida (SBBC) and Helping Advance and Nurture the Development of Youth, Inc. (HANDY).

School Board Policy Requirement/Authority: N/A
Statutory Requirement/Authority: N/A

District-zone Impact: Districtwide

Impact of the School Board's Vote:
- If the School Board votes "Yes": The Settlement Agreement will be approved and resolves the lawsuit that HANDY filed against SBBC regarding the commercial Lease Agreement, Case No: CACE 25-018325 (13).
- If the School Board votes "No": The Settlement Agreement will not be approved and the lawsuit that that HANDY filed against SBBC regarding the commercial Lease Agreement will continue, thereby causing SBBC to incur additional legal costs and fees, and uncertainty as to the outcome of the litigation.

Background/History
In June 2025, SBBC entered into a five-year commercial Lease Agreement with HANDY for approximately 15,000 square feet of office space at 2101 N. Andrews Avenue, Fort Lauderdale (Property), with Year-1 lease payments totaling $510,000.00. Shortly after, legislative changes broadened the scope of Schools of Hope, allowing co-location in under-enrolled District schools. This, combined with a greater-than-expected decline in student enrollment in District schools and resulting funding reductions, prompted SBBC to prioritize use of SBBC-owned facilities and to eliminate unnecessary rental expenses.

On November 4, 2025, SBBC directed the Superintendent to terminate the HANDY lease, amend the capital budget, and transfer unused funds to the Capital Reserve. Formal notice of termination was transmitted to HANDY on November 5, 2025. HANDY contested the termination and filed a lawsuit on December 2, 2025, Case No: CACE 25-018325 (13), challenging the SBBC's right to terminate and seeking relief for alleged damages.

Major Settlement Terms and Payment Structure:
To avoid the costs and uncertainties of litigation, SBBC and HANDY engaged in settlement discussions, resulting in the proposed Settlement Agreement. Key terms of the Settlement Agreement include the following:

Total Settlement Sum: SBBC will pay HANDY will accept a total Settlement Sum of **$355,525.00** for all claims associated with the commercial Lease Agreement, including unpaid rent, interest, and fees.

Credit for Security Deposit: The **$85,000.00** security deposit SBBC previously paid to HANDY will be credited toward the Settlement Sum, resulting in a net payment to HANDY of **$270,525.00**.

Offset for New Tenants/Buyers: HANDY shall market the Property for lease or sale. If HANDY secures one or more new tenants or buyers before June 30, 2026, any security deposits or rental payments collected will be applied to the Settlement Sum as an offset to SBBC's remaining Settlement Sum obligations, and HANDY will provide monthly written updates to SBBC regarding marketing efforts and offsets applied.

Payment Schedule:

Partial Lump Sum Payment: Within fifteen (15) calendar days of SBBC's approval of the Settlement Agreement, SBBC will pay HANDY a partial lump sum payment of **$228,025.00**.

Monthly Installments: SBBC will pay HANDY the remaining balance $42,500.00 shall be paid in two (2) equal monthly payments in the amount of $14,166.67, and a final payment in the amount of $14,166.66, due on the 1st of each month from April through June 2026. Each monthly payment has a 5-day grace period; if SBBC fails to pay within five business days after written notice of non-payment, all remaining amounts become immediately due and payable.

Final Payment Reconciliation:

Description of Payments	Invoice	Invoice Date	Amount	Fiscal Year
Deposit	1784	06/30/2025	$ 85,000.00	2025
Monthly Lease (June)	1784	06/30/2025	19,833.38	2025
Monthly Lease (July)	1785	07/03/2025	42,500.00	2026
Monthly Lease (August)	1796	08/07/2025	42,500.00	2026
Monthly Lease (September)	1803	09/02/2025	42,500.00	2026
Monthly Lease (October)	1819	10/01/2025	42,500.00	2026
Total Payments Prior to Termination			$ 274,833.38	
Proposed Settlement (Gross)	Settlement		$ 355,525.00	2026
Deposit Applied (Credit)	Settlement		(85,000.00)	2026
Net Settlement Payment			$ 270,525.00	
Grand Total (All Payments)			**$ 545,358.38**	

Dismissal of Lawsuit:
Upon receipt of the initial lump sum payment, HANDY will file a Notice of Intent to Dismiss with Prejudice. Upon full payment, HANDY will file a Voluntary Dismissal with Prejudice.

Releases: Both Parties will execute mutual releases within ten (10) business days of Board approval. These releases will be held in escrow and will become legally effective upon HANDY's receipt of full payment of the Settlement Sum.

Alignment to 2027 Goals and Guardrails:

Measurable Outcome(s)/Return on Investment:

Financial Impact, Funding Source & Budget Status:
The financial impact of this item is $270,525. The Fiscal Year 2026 District Educational Facilities Plan included $510,000 for annual lease payments, of which $170,000 was expended through October 2025. The remaining $340,000 will fund this settlement agreement, resulting in Fiscal Year 2026 savings of $69,475, which will be returned to the Capital Reserve.

Budget Summary:

Fiscal Year 2025		
Budget	$	104,833.38
Payments		(104,833.38)
Balance	**$**	-

Fiscal Year 2026		
Lease Budget	$	510,000.00
Lease Payments		(170,000.00)
Proposed Settlement (Net)		(270,525.00)
Savings Returned to Capital Reserve	**$**	**69,475.00**

Multi-year agreement: Yes / No
N/A

Procurement Method:
N/A

Impact on Schools:
N/A

If there is an impact on schools, how will schools be selected/prioritized:
N/A

Stakeholder Engagement/ End-User Input:
N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
N/A

Additional Backup:
N/A

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter "Settlement Agreement") made as of this 10th day of February 2026 by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA (hereinafter referred to as "SBBC"), and HELPING ADVANCE AND NURTURE THE DEVELOPMENT OF YOUTH, INC. (hereinafter referred to as "HANDY")(collectively, the "Parties"). The SBBC and HANDY shall hereinafter collectively be referred to as the "Parties" unless otherwise referenced herein:

WITNESSETH:

WHEREAS, on June 17, 2025, the SBBC approved a commercial lease agreement between SBBC, as Tenant, and HANDY, as Landlord, to lease approximately 15,000 square feet of office space at 2101 N. Andrews Avenue, Fort Lauderdale, Florida 33311 (the "Property") for the period from June 17, 2025, through June 30, 2030 ("Lease"); and

WHEREAS, the Lease provides for Year-1 lease payments totaling $510,000.00, with twelve (12) equal monthly payments of $42,500.00; and

WHEREAS, on or about June 30, 2025, legislation broadening the potential reach and impact of Schools of Hope to co-locate in traditional SBBC schools that are not enrolled at full capacity was signed into law; and

WHEREAS, the decline in student enrollment at the commencement of the 2025-2026 school year was greater than projected, leading to significant decreases in funding for SBBC; and

WHEREAS, such significant decreases in funding have forced the SBBC to eliminate unnecessary real estate costs by taking steps to ensure that SBBC employees are occupying SBBC owned facilities to the greatest extent possible; and

WHEREAS, in furtherance of efforts to eliminate unnecessary real estate costs, at its Special Board Meeting on November 4, 2025, the SBBC directed the Superintendent of Schools to provide notice of termination of the Lease to HANDY pursuant to Section 21.12 ("Annual Appropriation") of the Lease, to amend the 2025-2026 fiscal year Capital Budget to deallocate the remaining unused funds for the Lease, and transfer the remaining unused funds to the Capital Reserve; and

WHEREAS, on November 5, 2025, the SBBC transmitted formal written notice of termination pursuant to Section 21.12 of the Lease, effective as of midnight, November 5, 2025, seeking return of the $85,000 security deposit, subject to any lawful deductions as provided in the Lease from November 1, 2025, through November 5, 2025; and

WHEREAS, HANDY contested the right of SBBC to terminate the Lease as asserted by the SBBC, which resulted in HANDY filing a lawsuit on December 2, 2025, styled Helping Advance and Nurture the Development of Youth, Inc. v. The School Board of Broward County, Florida, Case No: CACE 25-018325 (13) (the "Lawsuit"); and

WHEREAS, the Parties desire to amicably resolve the Lawsuit and all underlying disputes, but do not admit to any liability nor to the claims and defenses of the other parties hereto; and

WHEREAS, this Settlement Agreement settles all claims relating to the Lease and all claims and causes of action of any nature whatsoever that the Parties had or have relating to the above Lease; and

WHEREAS, this Settlement Agreement, subject to the provisions below, resolves the Lawsuit and all underlying claims and disputes of HANDY and its employees, agents, subcontractors, consultants, officers, directors, servants, executors, heirs, administrators, successors and assigns, relative to the Lease against the SBBC; up to and including those claims, causes of action and action that arose or could have arisen due to any and all events associated with the Lawsuit and those other matters referenced in this Settlement Agreement and or any and all other matters related to the Lease, in any way; and

WHEREAS, the Parties to this Settlement Agreement hereby enter into this Settlement Agreement, under which the SBBC agrees to pay certain settlement sums to HANDY in full and complete settlement of the Lawsuit as well as all potential or possible causes of action and claims of HANDY relating to the Lease, including but not limited to those matters described in the Lawsuit; and

WHEREAS, the Parties to this Settlement Agreement do not admit any wrongdoing or liability, but have determined to settle and compromise the Lawsuit to avoid the financial expense and burden and uncertainties associated with protracted and complex litigation; and

WHEREAS, the Parties desire to reduce this, their agreement of settlement, to writing so that it may be binding upon the Parties, their successors, and assigns.

NOW, THEREFORE, in consideration of the foregoing representation of the mutual covenants, promises and considerations hereinafter set forth with the intent to be legally bound, it is agreed by and between the Parties as follows:

1. **No Admission of Liability.** It is understood and agreed that this Settlement Agreement is a compromise of the claim by HANDY, and the claim by SBBC, and that the consideration referenced herein is not to be construed as an admission of liability or contractual obligation by any party or any finding of fault by any party, by whom liability or obligation is hereby expressly denied.

2. **Approval of Settlement Agreement.** Approval of this Settlement Agreement by the SBBC at a duly called Board Meeting, shall serve as a condition precedent to payment of the Settlement Sums, as well as the obligation of HANDY to transmit to counsel for the SBBC a fully executed Release as referenced in paragraph 5 hereinbelow.

3. **SBBC Performance.**

a. Settlement Sum. SBBC hereby agrees to pay HANDY the amount of THREE HUNDRED FIFTY-FIVE THOUSAND, FIVE-HUNDRED TWENTY-FIVE DOLLARS and 00/100 CENTS ($355,525.00) (the "**Settlement Sum**") as follows and as set forth in the Payments Table under Article 3.b:

i. Credit for Security Deposit. HANDY shall credit and apply the full EIGHTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS ($85,000.00) amount of SBBC's Security Deposit towards the payment of the Settlement Sum, leaving a net payment due of TWO HUNDRED SEVENTY THOUSAND, FIVE HUNDRED TWENTY FIVE DOLLARS AND 00/100 CENTS ($270,525.00).

ii. Partial Lump Sum Payment. Within fifteen (15) calendar days after SBBC's approval of this Settlement Agreement, SBBC shall make a lump-sum payment to HANDY in the amount of TWO HUNDRED TWENTY-EIGHT THOUSAND, TWENTY-FIVE DOLLARS AND 00/100 CENTS ($228,025.00).

iii. Monthly Payments. The remaining balance due towards the Settlement Sum in the amount of FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS ($42,500.00) shall be paid by the SBBC to HANDY in two (2) equal monthly payments in the amount of FOURTEEN THOUSAND ONE-HUNDRED SIXTY-SIX DOLLARS and 67/100 CENTS ($14,166.67), and a final payment in the amount of FOURTEEN THOUSAND ONE-HUNDRED SIXTY-SIX DOLLARS and 66/100 CENTS ($14,166.66). Payments are due on the 1st of each month beginning on April 1, 2026. If SBBC fails to pay and does not cure within five (5) business days after receipt of written notice of non-payment, all remaining amounts become immediately due and payable.

b. Payments Table.

Payment Type	Amount	Due Date / Timing
Partial Lump Sum Payment	$228,025.00	Within fifteen (15) calendar days of SBBC approval of Settlement Agreement
Monthly Payment #1	$14,166.67	On or before April 1, 2026
Monthly Payment #2	$14,166.67	On or before May 1, 2026
Monthly Payment #3	$14,166.66	On or before June 1, 2026

4. **HANDY Performance.**

a. Use of Security Deposit. HANDY shall credit and apply the full EIGHTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS ($85,000.00) amount of SBBC's Security Deposit towards the payment of the Settlement Sum as set forth hereinabove in Article 3.a.i. and the Payments Table in Article 3.b.

b. Marketing of Property.

i. HANDY shall market the Property for lease or sale. If one or more new tenants or buyers are secured prior to June 30, 2026, HANDY shall apply any security deposits and rental payments received from such new tenant(s) or buyer(s) as an offset against SBBC's Settlement Sum payment obligations.

ii. HANDY shall provide monthly written updates to SBBC, in a format reasonably acceptable to both parties, providing information regarding HANDY's marketing efforts.

iii. HANDY shall immediately, but no less than ten (10) calendar days after the Effective date of any Lease Agreement and/or Sales Agreement regarding the Property prior to June 30, 2026, provide SBBC with written notice of same Lease Agreement and/or Sales Agreement.

c. Invoicing. HANDY shall submit to SBBC an initial invoice to SBBC which identifies all items identified in the Payments Table in Article 3.b. above, and HANDY shall subsequently submit monthly invoices which reflect the application of any payments received from SBBC and any credits applied from security deposits or rental payments received from such new tenant(s) or buyer(s) as an offset against SBBC's Settlement Sum payment obligations.

d. Notice of Intent to Dismiss; Dismissal of Lawsuit with Prejudice. Within three (3) business days of receipt of the Partial Lump Sum Payment set forth in Article 3.a.ii. hereinabove, HANDY shall file with the Court a *Notice of Intent to Dismiss the Lawsuit with Prejudice* in the form set forth and attached hereto as **Exhibit "A."** Within three (3) business days of receipt of payment of the full Settlement Sum, HANDY shall file a *Voluntary Dismissal with Prejudice* in the form set forth and attached hereto as **Exhibit "B."**.

5. **Releases.** The Parties shall execute and exchange the Releases attached as Exhibits **"C"** and **"D"** hereto within ten (10) business days of SBBC approval of this Settlement Agreement, with such releases becoming legally effective immediately upon HANDY's receipt of payment of the full Settlement Sum from SBBC. The executed releases shall be held in escrow by counsel to each party and released upon full payment.

6. **Termination of Lease**. The Parties agree that SBBC's formal written notice of termination of the Lease was received by HANDY on November 5, 2025.

7. Assignment of Claims. HANDY and SBBC hereby warrants and represents to the other that it has not and shall not assign or transfer any right, title, or interest in any claim, cause of action, or action relating to the Lease to any person or entity. The Parties shall indemnify and hold the other harmless from any breach of this representation.

8. **Attorney's Fees and Costs.** The Parties shall each bear their own attorney's fees and costs incurred in relation to the Lawsuit. The prevailing party in any action to enforce any terms of this Settlement Agreement, whether in litigation, arbitration, or otherwise, shall be entitled to recover reasonable attorney's fees and costs, whether incurred pre-litigation, in trial, or appellate proceedings.

9. **Choice of Law and Venue**. This Settlement Agreement shall be interpreted in accordance with the substantive laws of the State of Florida. Venue for any dispute arising out of this Settlement Agreement shall lie solely and exclusively in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida and the Parties waive the right to venue elsewhere. Venue is exclusive and may not be changed by agreement or otherwise.

10. **Waiver of Jury Trial. THE PARTIES TO THIS SETTLEMENT AGREEMENT EXPRESSLY, KNOWINGLY, AND VOLUNTARILY WAIVE THEIR RIGHT TO A JURY TRIAL FOR ANY DISPUTE ARISING OUT OF THIS SETTLEMENT AGREEMENT.**

11. **Authority:** The signatories to the Settlement Agreement represent that they have the authority to enter into this Settlement Agreement and have the authority to execute the Releases attached hereto as Exhibits "C" and "D". Each person signing this Settlement Agreement warrants full legal power to execute this Settlement Agreement and bind their respective party.

12. **Entire Agreement.** This Settlement Agreement sets forth the entire Settlement Agreement between the Parties hereto and supersedes any and all prior agreements, understandings, or representations between the Parties hereto pertaining to the subject matter hereof.

13. **Acknowledgment of Consideration.** The Parties acknowledge and agree that each is foregoing certain rights and assuming certain duties and obligations which, but for this Settlement Agreement, would not have been released or assumed. Accordingly, the Parties agree that this Settlement Agreement is fully and adequately supported by consideration, is fair and reasonable, and that the Parties have had the opportunity to consult with and have in fact discussed this matter with counsel of their choice.

14. **Voluntary Execution.** The Parties have read this Settlement Agreement and the Exhibits attached hereto and have freely and voluntarily entered into this Settlement Agreement.

15. **Modification and Waiver.** This Settlement Agreement may not be modified except by a writing signed by all Parties hereto. Any waiver must be in writing and signed by the waiving party. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

16. **Counterparts.** This Settlement Agreement may be executed in counterparts with each copy being deemed an original.

17. **Notices.** Notices, to the extent they are referenced in this Settlement Agreement, shall be to the following persons on behalf of the Parties by certified mail, return receipt requested:

To SBBC:
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a copy to:
Director, Facility Planning and Real Estate Department
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To HANDY:
Thomas B. Sternberg, Esq.
Tripp Scott, PA
110 SE 6th Street, 15th Floor
Fort Lauderdale, Florida 33301

18. **Effective Date.** This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties, as well as their successors and assigns and shall be effective upon execution of this Settlement Agreement by all Parties hereto.

19. **Time is of the Essence.** Time is of the essence for the performance and completion of all duties required by this Settlement Agreement.

20. **Headings.** All headings contained in this Settlement Agreement are designed and used for reference purposes only. The language used in the headings is not controlling and is not considered a substantive part of this Settlement Agreement.

21. **Severability.** If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Settlement Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the

remaining portions of this Settlement Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

22. **Preparation of Settlement Agreement**. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Settlement Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The Parties acknowledge that this Settlement Agreement is the result of their joint efforts and shall be construed as having been drafted by all Parties hereto.

23. **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Settlement Agreement and executed by each party hereto.

24. **Waiver**. The Parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Settlement Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Settlement Agreement is not a waiver of such provision or modification of this Settlement Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

(Remainder of page intentionally left blank; signature pages follow)

IN WITNESS WHEREOF, the Parties, by their duly authorized agents, have signed and sealed this Settlement Agreement the day and year first above written.

For SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

(Remainder of page intentionally left blank; signature page follows)

For HANDY

(Corporate Seal)

HELPING ADVANCE AND NURTURE THE DEVELOPMENT OF YOUTH, INC.

By: _____
Kirk Brown, Chief Executive Officer

ATTEST:

_____
[Name], Secretary of the Corporation
-or-

_____
Witness

_____
Witness

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 9TH day of FEBRUARY, 2026, by Kirk Brown, Chief Executive Officer of HELPING ADVANCE AND NURTURE THE DEVELOPMENT OF YOUTH, INC., on behalf of the corporation or agency.

He/she is personally known to me or produced as Identification and did/did not first take an oath.

My commission expires:

LINCY CLERISIER
Notary Public-State of Florida
Commission # HH 333847
My Commission Expires
November 20, 2026

_____
Signature, Notary Public

LINCY CLERISIER
Printed Name of Notary

(SEAL)

HH 333847
Notary's Commission No.

Exhibit "A"

IN THE CIRCUIT COURT OF THE 17th JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

Case No. CACE 25-018325 (13)

HELPING ADVANCE AND
NURTURE THE DEVELOPMENT
OF YOUTH, INC.
A Florida not for profit corporation

Plaintiff,

v.

THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA,

Defendant
_____/

PLAINTIFF'S NOTICE OF INTENT TO VOLUNTARILY DISMISS CLAIM WITH PREJUDICE

Plaintiff, HELPING ADVANCE AND NURTURE THE DEVELOPMENT OF YOUTH, INC. ("HANDY"), by and through undersigned counsel, hereby gives notice pursuant to Fla. R. Civ. P. 1.420(a)(1) of Plaintiff's intent to voluntarily dismiss with prejudice the claims asserted against Defendant, The School Board of Broward County, Florida, in the above-captioned action.

As grounds for this notice, Plaintiff states that Plaintiff has elected to terminate this action and dismiss all claims with prejudice and that no counterclaim is pending that would preclude dismissal under Rule 1.420(a)(1).

DATED this ____ day of _____, 2026.

Respectfully submitted.
TRIPP SCOTT, PA
110 SE 6th Street, 15th Floor
Fort Lauderdale, Florida 33301
Tel. 954-525-7500
Fax. 954-761-8475
By */s/ Thomas B. Sternberg*
Thomas B. Sternberg
Florida Bar Number: 1018969
Primary: eservice@trippscott.com
Secondary: tbs@trippscott.com

Exhibit "B"

IN THE CIRCUIT COURT OF THE 17th JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

Case No. CACE 25-018325 (13)

HELPING ADVANCE AND
NURTURE THE DEVELOPMENT
OF YOUTH, INC.
A Florida not for profit corporation

Plaintiff,

v.

THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA,

Defendant
_____/

PLAINTIFF'S VOLUNTARY DISMISSAL OF CLAIM WITH PREJUDICE

Plaintiff, HELPING ADVANCE AND NURTURE THE DEVELOPMENT OF YOUTH, INC. ("HANDY"), by and through undersigned counsel, hereby gives notice pursuant to Fla. R. Civ. P. 1.420(a)(1) of Plaintiff's voluntary dismissal with prejudice the claims asserted against Defendant, The School Board of Broward County, Florida, in the above-captioned action.

As grounds for this notice, Plaintiff states that Plaintiff has elected to terminate this action and dismiss all claims with prejudice and that no counterclaim is pending that would preclude dismissal under Rule 1.420(a)(1).

WHEREFORE, Plaintiff hereby voluntarily dismisses with prejudice all claims asserted in this action against Defendant.

DATED this ____ day of _____, 2026.

Respectfully submitted.
TRIPP SCOTT, PA
110 SE 6th Street, 15th Floor
Fort Lauderdale, Florida 33301
Tel. 954-525-7500
Fax. 954-761-8475
By */s/ Thomas B. Sternberg*
Thomas B. Sternberg
Florida Bar Number: 1018969
Primary: eservice@trippscott.com
Secondary: tbs@trippscott.com

Exhibit "C"

HANDY RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That HELPING ADVANCE AND NURTURE THE DEVELOPMENT OF YOUTH, INC. its officers, agents, servants, successors, heirs, administrators, executors, and assigns ("**HANDY**"), for and in consideration of the mutual covenants and promises as set forth in the Settlement Agreement, hereby remises, releases, acquits, satisfies and forever discharges THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, and any of its employees, agents, officers, directors, servants, executors, heirs, administrators, successors, assigns, attorneys and consultants (hereinafter collectively referred to as **"SBBC"**), from the matters referenced in the Settlement Agreement, as well as from any and all manner of action and actions, claims, liabilities, losses, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, warranties (including express, implied, contractual and statutory), claims and demands whatsoever, in law or in equity, which HANDY can, shall, or may have in the future or did have against SBBC emanating or relating in any way, directly or indirectly, from the Lease referenced in the Settlement Agreement, including but not limited to the matters alleged in the matters styled Helping Advance and Nurture the Development of Youth, Inc. v. The School Board of Broward County, Florida, Case No: CACE 25-018325 (13), from the beginning of time through the day that the Settlement Agreement has been approved by SBBC. In the event that any portion or provision of this Release is finally adjudged to be invalid or unenforceable for any reason, such portion or provision shall be deemed excised and such rescission shall have no effect upon the remaining portions and provisions of this Release.

It is further stated that the undersigned has read the foregoing Release and knows the content and signs it as a free act.

(Remainder of page intentionally left blank)

HELPING ADVANCE AND NURTURE THE DEVELOPMENT OF YOUTH, INC.

By: _____
Kirk Brown, Chief Executive Officer

ATTEST:

_____

Name: LINCY CLERISIER

State of Florida)
) SS:
County of Broward)

BEFORE ME, the undersigned authority, personally appeared Kirk Brown, Chief Executive Officer of HELPING ADVANCE AND NURTURE THE DEVELOPMENT OF YOUTH, INC., to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same freely and voluntarily for the purposes expressed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal in the County and State last aforesaid this 4 day of ~~January~~ FEBRUARY 2026.

Notary Public, State of Florida

Name: LINCY CLERISIER

(Seal) Lincy Clerisier

My Commission Expires: NOV. 20, 2026

LINCY CLERISIER
Notary Public-State of Florida
Commission # HH 333847
My Commission Expires
November 20, 2026

(Remainder of page intentionally left blank)

Exhibit "D"

SBBC RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, its officers, agents, servants, successors, heirs, administrators, executors, and assigns (hereinafter referred to as "**SBBC**"), for and in consideration of the mutual covenants and promises as set forth in the Settlement Agreement, hereby remises, releases, acquits, satisfies and forever discharges HELPING ADVANCE AND NURTURE THE DEVELOPMENT OF YOUTH, INC., its officers, agents, servants, successors, heirs, administrators, executors, and assigns ("**HANDY**"), from the matters referenced in the Settlement Agreement, as well as from any and all manner of action and actions, claims, liabilities, losses, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, warranties (including express, implied, contractual and statutory), claims and demands whatsoever, in law or in equity, which SBBC can, shall, or may have in the future or did have against HANDY emanating or relating in any way, directly or indirectly, from the Lease referenced in Settlement Agreement, from the beginning of time through the day that the Settlement Agreement has been approved by SBBC. In the event that any portion or provision of this Release is finally adjudged to be invalid or unenforceable for any reason, such portion or provision shall be deemed excised and such rescission shall have no effect upon the remaining portions and provisions of this Release.

It is further stated that the undersigned has read the foregoing Release and knows the content and signs it as a free act.

(Remainder of page intentionally left blank)

(Corporate Seal)

THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

ATTEST:

_____
Sarah Leonardi, Chair

_____
Dr. Howard Hepburn, Superintendent of Schools

Approved as to form and legal content.

_____
Office of the General Counsel

(Remainder of page intentionally left blank)

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Change Order #7 - Whiddon-Rogers EC, P.001711

REQUESTED ACTION:

Approve Change Order #7 granting 416 additional calendar days. District 3

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Change Order
- Time Impact Analysis (TIA)
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

There is no financial impact to the current project budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jan 26,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – *Task Assigned*
Phone: 754-321-2659

EXECUTIVE SUMMARY

Change Order #7
West Construction, Inc.
Justin Architects, P.A.
Whiddon-Rogers Education Center, Fort Lauderdale
SMART Program Renovations
Project No. P.001711
ITB FY21-140 REBID

MASTER PROJECT SUMMARY

Total Project Budget

Original D.E.F.P. Budget:	**$**	**5,326,000**
Approved Add. Funding: (JJ-17, 03/15/22)	$	5,577,680
New Funding Request:	$	0.00
Current Revised Budget:	**$**	**10,903,680**

Total Project Schedule Summary

-Notice to Proceed: 06/15/2022

-Current Planned Substantial Completion: 07/30/2026

-Current Planned Final Completion: 12/28/2026

Change Order Analysis

Consultant Error	0.00%
Consultant Omission	1.33%
Owner's Request	0.00%
Unforeseen	3.23%
Tax Savings from DOP	0.00%
Total	4.56%

Board Meeting Date: February 10, 2026

Recommended Action

Approve Change Order #7 which includes 416 days.

District-zone Impact: District 3

Impact if the Board Voted Yes or No

-If the Board votes "Yes": The Contractor will be granted 416 days of delays that were beyond its control.

-If the Board votes "No": The Contractor will be unfairly assessed for delays to the project that were beyond its control.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	3,395,275.26	770 Days
DIRECT OWNER PURCHASE(S):	$	(1,407,332.00)	0 Days
PREVIOUSLY APPROVED CO'S:	$	395,201.10	0 Days
CURRENT CO REQUEST:	$	0.00	416 Days
CURRENT REVISED CONTRACT:	$	**2,383,144.36**	**1,186 Days**

Status of Work:

The construction phase is 90% complete. The project is expected to achieve Substantial Completion by July 30, 2026, and Final Completion by December 28, 2027. This is not the final change order for this Project.

Background/History
The scope of work for the project includes fire alarm, HVAC improvements, media center improvements, and building envelope improvements.

Change Order Items:
Item #1 - (COI #27) Time Extension Request Due to Termite and Water Damage in Building 3: In April 2023, Building 3 of the Whiddon-Rogers Education Center was adversely affected by severe flooding. Subsequent investigations by the Contractor revealed widespread termite damage along all three exterior walls, in addition to substantial water intrusion resulting from the flood. As a result, construction activities were immediately suspended. The project scope was subsequently revised to incorporate necessary redesign and remediation measures. These unexpected conditions have led to significant delays impacting the critical path and overall completion of the project. (Unforeseen - $0.00; Add 416 Days)

Action Plan:
This change order has been reviewed for entitlement by AECOM. The above-referenced Change Order Items, COI #27, was recommended for approval by the Change Order Review Panel (CORP). **This change order is being presented for School Board approval because the financial impact of the associated delays, if converted to liquidated damages, would exceed the Superintendent's approval limit of $100,000 per change order, as established by Policy 8000.**

The request for additional time is supported by a Time Impact Analysis (TIA), which has been analyzed and recommended for approval by an Independent Claims Analyst Forensic Scheduler. See Exhibit 3 – Time Impact Analysis (TIA).

Alignment to 2027 Goals and Guardrails
Business Operations.

Measurable Outcome(s)/Return on Investment
There is no measurable outcome or return on investment associated with this item. This item ensures that the Contractor is granted days for delays that were beyond its control.

Financial Impact
There is no financial impact to the current project budget.

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311 **(754) 321-1500**

Document 01250g (00 63 63)-Construction Change Order-Item # 27

Facility Name:	Whiddon Rogers Educational Center	Date:	12.04.2025
Project Name:	Whiddon-Rogers Education Center - SMART GOB Renovations	Project #	P.001711
Location No:	0452		
Contractor:	WEST CONSTRUCTION, INC. 820 N 4TH ST LANTANA,FL 33462	Reference Letter Dated:	

Description of Change:
Time extension request.

Attachments:

Reason For Change:
Delays due to additional work incurred as a result of termite and water damage in various rooms and extensive damage to walls.

Summary:
Total Credits and/or Added Costs: Add: $0.00
Deduct:
The Contract Time will be Increased by: 416 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Juan Justiniano 12.22.2025	Angel Olivera 01.05.2026	Chris Meyers 01.05.2026
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Juan Justiniano	Angel Olivera	Chris Meyers
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
JUSTIN ARCHITECTS, P.A	WEST CONSTRUCTION, INC.	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐ No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☒Unforeseen ☐Consultant Error ☐Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

AECOM

Established 1915
BROWARD
County Public Schools

Time Impact Analysis Review

Project: P.001711, Whiddon Rogers Education Center

Reference: PCO 27

November 26, 2025

Delivering a better world

Quality information

Prepared by	Checked by	Verified by	Approved by
Ibrahim Haider Project Controls Analyst	Clay McKenna Program Controls Area Manager		

Revision History

Revision	Revision date	Details
00	26-Nov-25	Original Version

1. Project Information

Project Details	
Owner:	Broward County Public School District
Project Number:	P.001711
School:	Whiddon Rogers Education Center
Contractor:	West CONSTRUCTION Inc.
Architect/Engineer (A/E):	Justin Architect P.A
Contract Details	
Scope of Work:	Building envelope, Fire Alarm, HVAC, media center improvement, Building 10, 11,12,13 replacement work
Project NTP Date:	15-Jun-22
Period of Performance:	770 Calendar Days
Original SC Date:	23-Jul-24
Approved Time Extensions:	N/A
Current SC Date:	23-Jul-24
Time Impact Analysis (TIA) Details	
TIA Subject:	PCO 27- Time Extension Request
Date Submitted by Contractor:	20-Oct-25
Recommendation	
Acceptance/Rejection:	Accepted

Table 1 Project Information

2. Executive Summary

2.1 PCO #27

On 20-Oct-25, the Contractor submitted PCO #27, requesting an excusable extension of 125-day to the Substantial Completion (SC) date of 23-Jul-24. However, the difference between the Schedule with delays included (impacted) and Schedule prior to delays (unimpacted) schedule submitted with the TIA shows 671 days of delay to SC. The Contractor asserts that unforeseen conditions in Building #3, including termite and water damage, continue to delay the project and anticipates 04-Feb-26 as an end date for the delay.

The additional work added to project scope through ASI #6, due to water damage in Building #3 is in progress and continue to impact the SC with the exact impact still unknown. In coordination with the Project Manager, the Analyst forecasts 30-Dec-25 as the date by which the Contractor is expected to complete the additional water-damage-related work. This date serves as the provisional end point for assessing the potential schedule impact of the delay.

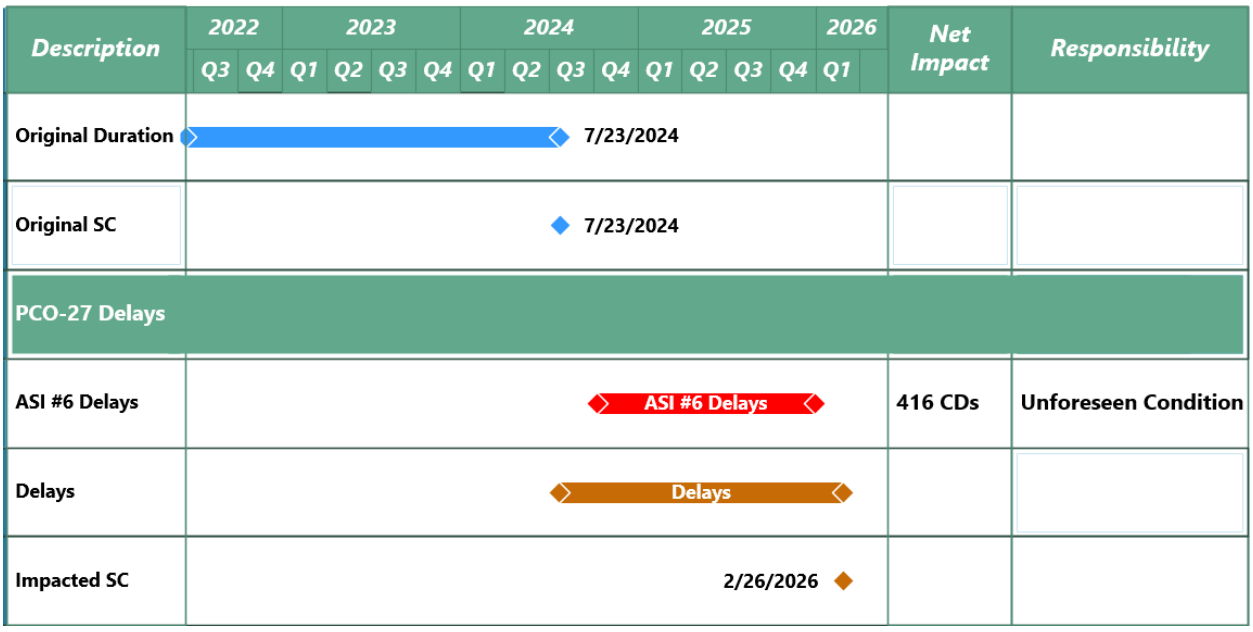
The Analyst determined that termite damage did not affect the SC, therefore, this delay has not been analyzed further in this report. The Analyst recommends granting an excusable, non-compensable time extension of 416 days to the SC. The delays that impacted the SC were beyond the Contractor's control, resulted from unforeseen conditions discovered during demolition.

2.2 Analyst Recommendation

The Analyst reviewed the TIA submitted with PCO #27 along with project records and conducted an independent TIA.

- Granting an excusable, non-compensable time extension of 416 days to the Substantial Completion (SC) date;
- Adjusting Final Completion (FC) to 30 days following SC;
- Not granting compensation for General Conditions.

Graph 1 – PCO-27 Delays



2.3 Justification for Recommendation

- On 08-Oct-24, the Contractor submitted RFI #67, notifying AE of damages to room 108 wall in building #3. This led to ASI #6 adding partition wall to room 108. The Building Department approved ASI #6 on 07-May-25. The Contractor to-date has not finished the work related to the scope change. A conditional end date of 30-Dec-25 for the delay projects 416 days delays to the SC attributed to an unforeseen condition.
- The Analyst does not recommend defining any delays mentioned above as compensable based on Article 6.05 of the Project Manual which was incorporated into the Construction Contract. The contract is subject to no damage for delay clause which is enforceable except in the case of fraud, bad faith or active interference by the Owner which is not the cause of the delay in question.

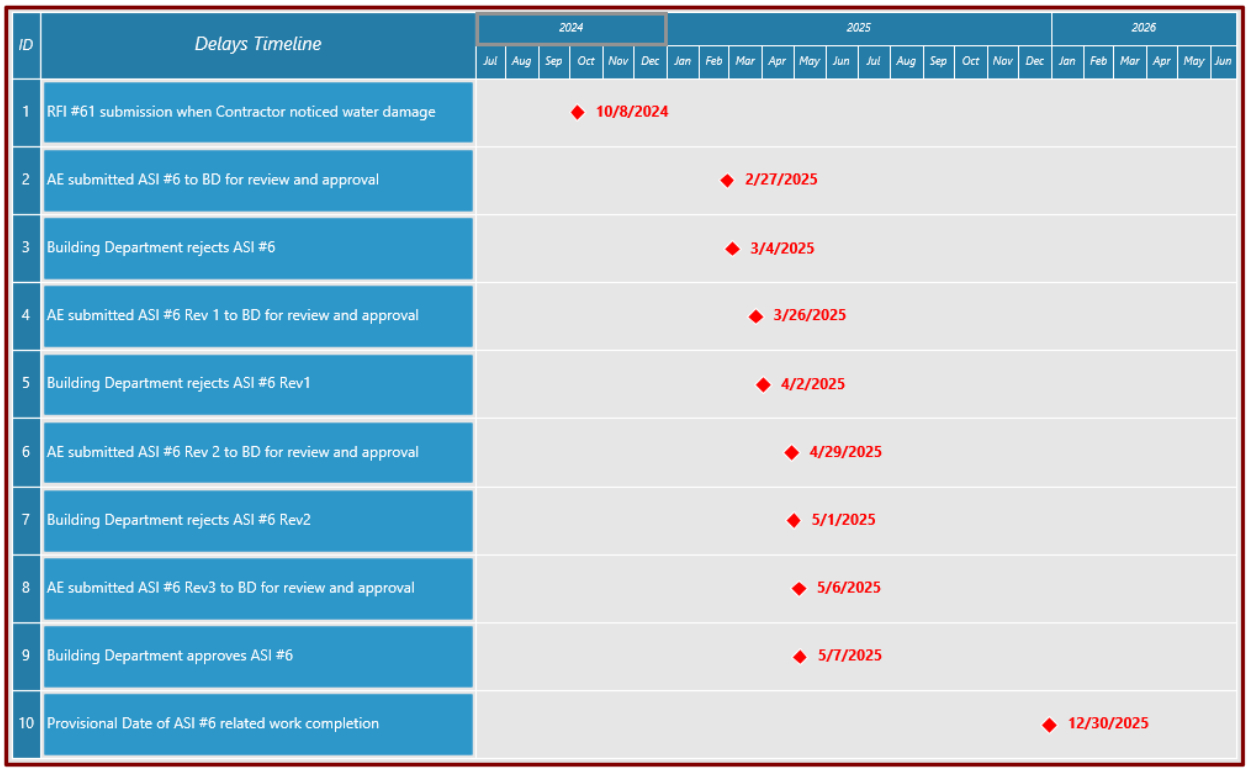
3. Background & Submission

3.1 Project Background

1. NTP was issued on 15-Jun-22. The Contract duration was 770 CDs from NTP to SC, and an additional 30 CDs from SC to Final Completion (FC), 800 CDs total. The scope of work includes Media Center Improvement, Building Envelope Improvements (Roof, Window, Ext Wall, etc.), Fire Alarm, Fire Sprinklers, HVAC Improvements.
2. No previous extension has been granted to the project.

3.2 Delay Timeline

Graph 2 – PCO-27 Delays



3.3 Summary of Contractor's TIA

1. The Contractor's TIA narrative is minimal and lacks full timeline explanation and supporting documentation

2. The Contractor mentions delays in Building #3 due to water and termite damages.
3. The Contractor had not provided any evidence for delay related to termite damages.
4. The Contractor has submitted November schedule update as a pre-impact schedule with a data date of 30-Nov-24 showing FA on a critical path.
5. The Contractor's pre-impact schedule shows SC delayed by 178 days without any explanation what caused the delays.
6. The post-impact schedule (data date: 07-Oct-25) indicates a projected Substantial Completion date of 25-May-26, representing a 671-day delay.
7. The Contractor has added a fragnet into their post-impact schedule showing both start and finish dates in the future.

3.4 Files Reviewed

1. P.001711.Whiddon-Rogers EC.Notice to Proceed.FY21-140-ReBid
2. Narrative to Time Impact Analysis Building_3 FINAL
3. PCO-00027 - CPCOCUD - Time Extension Request - 1250b
4. GRFI-00067 - RFI #0067.Building 3 room 108
5. GRFI-00067 - ASI #0.RFI #0067.Building 3 room 108
6. 01250d Proposal Worksheet Summary

4. Analysis

4.1 Quantitative

1. The Analyst used AACE Recommended Practice MIP 3.6 per RP29R-03 and a validation review of the Contractor's method for prospective Time Impact Analysis. MIP 3.6 was chosen as the "best fit" since the delay event can be modeled and added and is single based.
2. As the Reviewer could not validate the TIA submitted by the Contractor, an independent TIA was developed and performed by the Reviewer.
3. The November 2024 schedule update was not a logical pre-impact schedule for the delays the Contractor alleges impacted the Substantial Completion (SC) date. The Delays started in October 2024 therefore; the Contractor should have selected the most recent update prior to the delay start date.
4. The Analyst therefore selected the August 2024 schedule update (data date: 30-Aug-24) as the pre-impact schedule to model the delays associated with water damage in Building #3.
5. The Contractor's post-impact schedule (data date: 07-Oct-25) shows delay fragnet "*Water damage discovery - Damage Assessment and Subsequent New Works Change Order PCO ????"* with start and end date in the future.
6. To evaluate the impact of the ASI #6 water damage in Building #3, on Substantial Completion, the following activity was incorporated into the pre-impact schedule with a data date of 30-Aug-24.

Table 2 - Delays due to ASI #6 water damage in Building #3

Task ID	Task Name	Duration	Predecessor	Successor
304	ASI #6 DELAYS	448 days	299	305

7. The duration of this fragnet was derived from the RFI #67 submission date and the provisioned finish date of the delay.
8. When the impacted schedule was rescheduled, the Substantial Completion reflected a 416-day delay due to ASI #6. This delay has been categorized as an Unforeseen Condition.

4.2 Responsibility Matrix

Contractor	Unforeseen	AE	Owner	**Net Impact**
0	416	0	0	416

Table 4 Responsibility Matrix

5. Definition

1. The term “longest-path” is defined as the interconnected chain of critical activities in which the total duration of that path is longer than any other path. For continuity of understanding across all present and forthcoming parties to view this document, the term “critical” will be used as the short form of the term “longest path.”
2. The term “pre-impact schedule” can be defined as the “base” schedule or latest Owner-accepted schedule prior to the start of the subject delay event.
3. The term “Excusable Delays” is defined as delays that are unforeseeable and beyond the control of the contractor.
4. The term “Non-Excusable Delays” is defined as delays that are foreseeable or within the contractor's control.
5. The term “days” refers to calendar days unless otherwise specified.

6. Disclaimer

This review is intended to be in accordance with specification section 01 32 16 Construction Schedule Critical Path Method-CPM and section 01 26 00 Change Modification Procedures of the contract documents. This review does not include verification of compliance with contractual instruments or any other management operations related Change modification procedures. This review is not intended in any way to conflict with or misconstrue the program’s management or contractual instruments or processes for settling cost or time changes. This review does not include verification of the program’s change modification procedures. The findings, data, and recommendation contained in this review letter does not include or guarantee compliance with any local or international building code, or any validation that any referenced design is compliant with any engineering or architectural standards (building, structural, roofing, electrical, mechanical, plumbing, or any other construction discipline); this is the responsibility of the Owner and Authorities Having Jurisdiction. Any project delays, past, concurrent to, or future, other than the subject delay being reviewed herein, reflected in the Contractor’s construction schedule are not approved or accepted as a result of comments or the recommendations contained throughout this review document. This review is intended to be independent in methodology and based on industry recommended practices for Time Impact Analysis, while also in orchestration with the stipulations and objectives of the above referenced program. AECOM notes that the analysis and report is quantitative in approach, not qualitative. Thus, any anecdotal reasoning or information that is counter to or outside of AECOM’s independent investigation, or counter to the recommendation contained herein, AECOM reserves the right to consider those at a later time.

Appendix A

A.1 Pre-impact August 2024 Update (DD: 30-Aug-24)

A.2 Post-impact August 2024 Update (DD: 30-Aug-24)

Prepared by:

AECOM
Ibrahim Haider AECOM
cc: PPM Project Controls Group East Region
aecom.com

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Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1				**$ 197,249.00**	**0**	**2.27%**					
P.001711	Whiddon-Rogers Education Center - SMART Program Renovations	3	03.07.2023	$ 197,249.00	0	2.27%	West Construction, Inc.	Unforeseen	During demolition of the existing lightweight concrete there were several electrical conduits found buried under the concrete and on top of the walkways. Therefore, the Contractor is to provide labor, material and equipment to reroute functional conduits under the walkway and to demolish non-functional conduits from Buildings 1-15.	$ 8,672,077.00	06.15.2022
Change Order: 2				**$ 103,271.88**	**0**	**1.19%**					
P.001711	Whiddon-Rogers Education Center - SMART Program Renovations	4	08.08.2023	$ 103,271.88	0	1.19%	West Construction, Inc.	Consultant Omission	The Contractor is to relocate the electrical conduits on the edge of Buildings 2, 4, 5, 7, and 8, as well as the electrical disconnect for the rooftop units between Buildings 1 and 2 because they are interfering with the roof work being completed. The exterior lights related to the conduits are also to be installed up to code.	$ 8,672,077.00	06.15.2022
Change Order: 3				**$ 11,780.45**	**0**	**0.14%**					
P.001711	Whiddon-Rogers Education Center - SMART Program Renovations	7	09.10.2024	$ 11,780.45	0	0.14%	West Construction, Inc.	Consultant Omission	Upon installation of the new air handling unit in mechanical room 132 it was discovered there would not be adequate clearance to service the existing electrical panels. Therefore, the Contractor is to provide labor, material and equipment to relocate the conflicting electrical panel for clearance to the air handling unit.	$ 8,672,077.00	06.15.2022
Change Order: 4				**$ 68,682.78**	**0**	**0.79%**					
P.001711	Whiddon-Rogers Education Center - SMART Program Renovations	14	04.15.2025	$ 68,682.78	0	0.79%	West Construction, Inc.	Unforeseen	During construction, it was identified that several air handling units (AHU) were missing piping and reheat coils to connect to the existing hot water system. Additionally, isolation valves were also required to prevent shut down to extend and insulate the hot water supply. Therefore, the Contractor is to provide labor, material and equipment to extend, insulate the hot water supply and to return pipes to several air handling units.	$ 8,672,077.00	06.15.2022
Change Order:5				**$ 7,696.51**	**0**	**0.09%**					
P.001711	Whiddon-Rogers Education Center - SMART Program Renovations	16	05.13.2025	$ 7,696.51	0	0.09%	West Construction, Inc.	Unforeseen	During construction, the Contractor discovered that the existing conduits and wires are damaged and the existing junction boxes are corroded and need to be replaced. Therefore, the Contractor is to provide labor, material and equipment to replace damaged conduits, wires and junction boxes.	$ 8,672,077.00	06.15.2022
Change Order: 6 (SCO)				**$ 6,520.48**	**0**	**0.08%**					
P.001711	Whiddon-Rogers Education Center - SMART Program Renovations	24	Pending Superintendent Signature	$ 6,520.48	0	0.08%	West Construction, Inc.	Unforeseen	This was one of multiple walls found to need replacement due to unknown water and rust damage Provide labor and materials to install sinks and support brackets in the boy's rest room of building 3 room 110	$ 8,672,077.00	06.15.2022
Change Order: 7				**$ -**	**416**	**0.00%**					
P.001711	Whiddon-Rogers Education Center - SMART Program Renovations	27	Pending Board Approval 02.10.2026	$ -	416	0.00%	West Construction, Inc.	Unforeseen	In April 2023, Building 3 of the Whiddon-Rogers Education Center was adversely affected by severe flooding. Subsequent investigations by the Contractor revealed widespread termite damage along all three exterior walls, in addition to substantial water intrusion resulting from the flood. As a result, construction activities were immediately suspended. The project scope was subsequently revised to incorporate necessary redesign and remediation measures. These unexpected conditions have led to significant delays impacting the critical path and overall completion of the project.	$ 8,672,077.00	06.15.2022
Grand Totals:				**$ 395,201.10**	**0**	**4.56%**					

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #7
WEST CONSTRUCTION, INC.
Whiddon Rogers Educational Center
P.001711

School Board Meeting: 02.10.2026

The financial impact of this item is $0.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is no impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director of Capital Budget

Omar Shim - 01/21/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-2.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Change Order #8 - Blanche Ely HS, P.001646

REQUESTED ACTION:

Approve Change Order #8 in the amount of $264,227. District 7

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcomes/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Change Order
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

This item is funded from the current project budget and requires $264,227 additional spending authority.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jan 26,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – *Task Assigned*
Phone: 754-321-2659

EXECUTIVE SUMMARY

Change Order #8
The Morganti Group, Inc.
Wolfberg/Alvarez and Partners, Inc.
Blanche Ely High School, Pompano Beach
Project No. P.001646
ITB 16-192C

MASTER PROJECT SUMMARY

Total Project Budget

Original D.E.F.P. Budget:	**$**	**14,674,436**
Approved Add. Funding: (Item 1, 04/17/18)	$	7,310,000
New Funding Request:	$	0
Current Revised Budget:	**$**	**21,984,436**

Total Project Schedule Summary

-Notice to Proceed: 04/18/2018

-Current Projected Substantial Completion Date: 05/31/2026

-Current Projected Final Completion Date: 10/28/2026

Change Order Analysis

Consultant Error	0.12%
Consultant Omission	1.98%
Owner's Request	0.15%
Unforeseen	0.00%
Tax Savings from DOP	- 0.51%
Total	**1.74%**

Board Meeting Date: February 10, 2026

Recommended Action

Approve Change Order #8 in the amount of $264,227.

District-zone Impact: District 7

Impact if the Board Voted Yes or No:

-If the Board votes "Yes": The Contractor will be compensated for additional work to install a new aluminum covered walkway between Building 14 and 17.

-If the Board votes "No": The Contractor will not be compensated for additional required to install a new aluminum covered walkway between Building 14 and 17 performed in good faith.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	18,241,000.00	835 Days
DIRECT OWNER PURCHASE(S):	$	(1,550,723.18)	0 Days
PREVIOUSLY APPROVED CO'S:	$	124,724.62	148 Days
CURRENT CO REQUEST:	$	264,227.00	0 Days
CURRENT REVISED CONTRACT:	$	**17,079,228.44**	**983 Days**

Status of Work:

The contract work is 99% complete. The project is expected to achieve Substantial Completion by May 31, 2026, and Final Completion by October 28, 2026. This is not the final change order for this Project.

Background/History
The scope of work for the project includes ADA Stage lift, gymnasium accessibility, outdoor dining renovation, fire sprinklers, IAQ and fascia replacement, media center improvements, STEM lab improvements, building envelope improvements which include re-roofing of Buildings 1, 2, 4, 10, 11, 17, 18, 20, 21 and HVAC improvements.

Change Order Items:
Item #1 – (COI #14) Installation of New Aluminum Covered Walkway Between Building 14 and 17: The initial contract documents specified a new ADA ramp for Building 17. The original design, featuring a perpendicular ramp and an aluminum canopy that connected Buildings 14 and 17, was altered. The new design is a switchback-style ramp, which removed the connecting canopy during the demolition of the old structure. The scope of work was therefore amended to include the installation of a new aluminum covered walkway to restore the connection between Buildings 14 and 17. The Contractor provided labor, material and equipment to install a new aluminum covered walkway between Buildings 14 and 17. (Consultant Omission – $264,227; Add 0 Days)

Action Plan:
This change order has been reviewed for entitlement by AECOM and for cost AtkinsRealis. The above-referenced Change Order Item, COI #14, received a recommendation for approval by the Change Order Review Panel (CORP). **This change order is being presented to the School Board for approval because its value exceeds the Superintendent's change order approval limit of $100,000 per change order under Policy 8000.**

Future requests from the Contractor for additional time, which are supported by a Time Impact Analysis (TIA), shall be analyzed by an Independent Claims Analyst Forensic Scheduler, and if acceptable shall be presented to the Board for consideration of approval at a future Board Meeting.

Alignment to 2027 Goals and Guardrails
Business Operations.

Measurable Outcome(s)/Return on Investment
There is no measurable outcome or return on investment associated with this item. This item ensures that the Contractor is compensated for additional work provided to install the new aluminum covered walkway between Building 14 and 17.

Financial Impact
The financial impact of this item is $264,227 and will be funded from the current project budget.

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311
(754) 321-1500

Document 01250g (00 63 63)-Construction Change Order-Item # 14

Facility Name:	Blanche Ely High School	Date:	12.04.2025
Project Name:	Blanche Ely HS - SMART GOB Renovations	Project #	P.001646
Location No:	0361		
Contractor:	THE MORGANTI GROUP, INC. 1450 CENTREPARK BLVD - STE 260 WEST PALM BEACH,FL 33401	Reference Letter Dated:	

Description of Change:
Provide labor and material to install a new aluminum covered walkway between Buildings 14 and 17.

Attachments: _____

Reason For Change:
The original walkway cover was demolished, and a replacement is required per Florida Building Code.

Summary:
Total Credits and/or Added Costs: Add: $264,227.00
Deduct:
The Contract Time will remain unchanged. 0 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Rafael Labrada 12.11.2025	Alicia Roa 12.11.2025	Chris Schiappa 12.11.2025
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Rafael Labrada	Alicia Roa	Chris Schiappa
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
WOLFBERG/ALVAREZ AND PARTNERS, INC.	THE MORGANTI GROUP, INC.	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☐ Yes ☒ No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☐Unforeseen ☐Consultant Error ☒Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
**Contingency Use Directive: 1				$ 97,141.00	0	0.53%					
P.001646	Blanche Ely HS - SMART Program Renovations	1	06.23.2020	$ 97,141.00	0	0.53%	The Morganti Group, Inc.	Unforeseen	Replacement of existing exterior masonry wall found to be un-reinforced and improperly supported from existing slab-on-grade. Work includes replacement of existing exterior masonry wall, doors, frames, hardware and associated wall mounted electrical components as well replacement of existing flooring damaged when existing wall partially collapsed due to its lack of proper foundation or support.	$ 18,241,000.00	04.18.2018
Change Order: 2				$ 22,630.00	0	0.12%					
P.001646	Blanche Ely HS - SMART Program Renovations	2	12.15.2020	$ 22,630.00	0	0.12%	The Morganti Group, Inc.	Consultant Error	During testing of the existing Air Handler System for units 14-1 and 14-2, it was discovered that feeders for one of the units was insufficient and would require a new set of feeders to supply cool air. Additionally, it was discovered that the load on the existing electrical panel was too great and would require alternate service for unit 14-2. As a result, labor, material, and equipment will be required to supply alternate feed and breakers to service Air Handling Units 14-1 and 14-2 and to provide overload protection for service switchboard MS.	$ 18,241,000.00	04.18.2018
**Contingency Use Directive: 2				$ 89,453.00	0	0.49%					
P.001646	Blanche Ely HS - SMART Program Renovations	9	02.17.2021	$ 89,453.00	0	0.49%	The Morganti Group, Inc.	Unforeseen	Additional Labor and Materials for improvements within the locker room due to unforeseen Termite infestation. Allexisting MEP rough had to be re-done due to complete wall removal and replacement, overall renovation will also allowfor more accommodating ADA provisions within the showers and restroom area.	$ 18,241,000.00	04.18.2018
Change Order: 3				$ 71,305.00	148	0.00%					
P.001646	Blanche Ely HS - SMART Program Renovations	3	03.10.2021	$ 71,305.00	148		The Morganti Group, Inc.	Owner's Request	During the initial walkthrough with the District's roof inspector, the existing kitchen supply and exhaust fans on the rooftop at Building 1 were determined to be in a state of dis-repair and slated for replacement. Inclusive of the new equipment replacement, roofing re-work after new curbs and stands are installed will also be required to complete this scope of work. Additional labor, material is required to replace the existing operational equipment on the roof.	$ 18,241,000.00	04.18.2018
Change Order: 4				$ 26,182.00	0	0.14%					
P.001646	Blanche Ely HS - SMART Program Renovations	4	05.18.2021	$ 26,182.00	0	0.14%	The Morganti Group, Inc.	Owner's Request	It was determined the relocation of the disconnects would provide a better waterproofing detail and longer overall installation lifespan during the pre-construction roofing walkthrough.	$ 18,241,000.00	04.18.2018
Change Order: 5				$ 40,348.00	0	0.22%					
P.001646	Blanche Ely HS - SMART Program Renovations	5	10.12.2021	$ 439.00	0	0.00%	The Morganti Group, Inc.	Owner's Request	The newly installed chiller system was tied into the existing switchgear, which was operating on a repair from 2014. To ensure safe energization of the new chiller system, it was determined that maintenance on the prior repair should be performed to ensure safe completion of the work. Therefore, the Contractor is to provide services of independent testing laboratory to perform a torque test on existing amp main breaker in existing switchboard.	$ 18,241,000.00	04.18.2018
P.001646	Blanche Ely HS - SMART Program Renovations	6	10.12.2021	$ 12,780.00	0	0.07%	The Morganti Group, Inc.	Consultant Omission	During electrical inspection in Bldg. 14, it was determined that the transformers and the existing electrical panels should be connected to the building's ground system. Therefore, the Contractor is to provide additional labor and materials to install a new main grounding bus bar.	$ 18,241,000.00	04.18.2018
P.001646	Blanche Ely HS - SMART Program Renovations	7	10.12.2021	$ 27,129.00	0	0.15%	The Morganti Group, Inc.	Consultant Omission	During startup of the new chillers, it was discovered that the existing cooling towers were not designed or installed to support a lead lag system. Therefore, Contractor is to provide additional labor, material and equipment for new motorized valves for the cooling towers' new valve sequence to complement the newly installed chiller system.	$ 18,241,000.00	04.18.2018
Change Order: 6				$ 704.00	0	0.00%					
P.001646	Blanche Ely HS - SMART Program Renovations	17	07.19.2022	$ 704.00	0	0.00%	The Morganti Group, Inc.	Owner's Request	The Contractor is to provide labor and materials for the replacement of a lower door hinge for the ADA lift in Building 14.	$ 18,241,000.00	04.18.2018
**Contingency Use Directive: 4				$ 38,958.00	0	0.21%					
P.001646	Blanche Ely HS - SMART Program Renovations	3	01.17.2023	$ 38,958.00	0	0.21%	The Morganti Group, Inc.	Unforeseen	Labor, materials and equipment as required to install new /replacement framed gypsum board ceiling, including lighting, lighting control, and replacement of air distribution devices.	$ 18,241,000.00	04.18.2018
**Contingency Use Directive: 5				$ 26,883.00	0	0.15%					
P.001646	Blanche Ely HS - SMART Program Renovations	4	01.17.2023	$ 26,883.00	0	0.15%	The Morganti Group, Inc.	Unforeseen	Labor, material and equipment necessary to install electrical service to replacement Panel "L", from Panel EDH14 via a new 45 KVA transformer and associated disconnect switch including related wiring and raceways. Furnish and install a new 125 Amp breaker in Panel J to serve stage equipment.	$ 18,241,000.00	04.18.2018
**Contingency Use Directive: 6				$ 7,440.00	0	0.04%					
P.001646	Blanche Ely HS - SMART Program Renovations	7	01.17.2023	$ 7,440.00	0	0.04%	The Morganti Group, Inc.	Unforeseen	Labor and materials necessary to remove / replace damaged gypsum wallboard found during selective demolition as well as second layer of flooring materials.	$ 18,241,000.00	04.18.2018
**Contingency Use Directive: 7				$ 30,180.00	0	0.17%					
P.001646	Blanche Ely HS - SMART Program Renovations	5	01.17.2023	$ 30,180.00	0	0.17%	The Morganti Group, Inc.	Unforeseen	Labor and material necessary to remove and replace existing wood framed demising wall between Mechanical Room and Fabrication STEM Lab with new sound rated partition. Labor and materials necessary to remove existing Electrical Room demising walls and replace with walls having a 2-hour fire rated construction.	$ 18,241,000.00	04.18.2018
**Contingency Use Directive: 10				$ 2,978.00	0	0.02%					

P.001646	Blanche Ely HS - SMART Program Renovations	10	01.17.2023	$ 2,978.00	0	0.02%	The Morganti Group, Inc.	Unforeseen	Provide labor, materials and equipment necessary to place new slab-on-grade; apply stucco and paint finish to existing exterior building in areas at location where existing planter scheduled to be extended collapsed due lack of proper foundation. Negotiated amount includes credit for masonry and waterproofing work associated with expansion of the existing planter.	$ 18,241,000.00	04.18.2018
****Contingency Use Directive: 12**				**$ 38,379.48**	**0**	**0.21%**					
P.001646	Blanche Ely HS - SMART Program Renovations	12	01.17.2023	$ 38,379.48	0	0.21%	The Morganti Group, Inc.	Unforeseen	Provide labor and materials necessary to remove existing wood framed partitions in Boys and Girls Locker Room in Building 14 found to be termite damaged, and to install temporary partitions to allow for use / occupancy of adjacent areas while demolition and remedial work is in progress. CUD excludes work associated with replacement of existing framing and installation of new finishes which will be covered by separate CUD once costs are fully negotiated.	$ 18,241,000.00	04.18.2018
****Contingency Use Directive: 23**				**$ 43,531.63**	**0**	**0.24%**					
P.001646	Blanche Ely HS - SMART Program Renovations	11	01.17.2023	$ 43,531.63	0	0.24%	The Morganti Group, Inc.	Unforeseen	Provide labor, materials and equipment necessary to replace existing roof mounted disconnect switches identified during pre-roofing walkthrough as being in poor condition and requiring replacement	$ 18,241,000.00	04.18.2018
****Contingency Use Directive: 24**				**$ 3,205.00**	**0**	**0.02%**					
P.001646	Blanche Ely HS - SMART Program Renovations	12	01.17.2023	$ 3,205.00	0	0.02%	The Morganti Group, Inc.	Unforeseen	Provide labor, materails and equipment necessary to remove and replace existing rotted/ damaged floor framing members to provide adequate support for proposed stage lift.	$ 18,241,000.00	04.18.2018
****Contingency Use Directive: 26**				**$ 14,474.59**	**0**	**0.08%**					
P.001646	Blanche Ely HS - SMART Program Renovations	13	01.17.2023	$ 14,474.59	0	0.08%	The Morganti Group, Inc.	Unforeseen	Provide additional labor and materials for the installation of illuminated exit signs and battery back-up emergency lights. Additional improvements are a result of the termite damage that necessitated complete renovate of the locker rooms.	$ 18,241,000.00	04.18.2018
Change Order: 7 (SCO)				**$ (93,343.39)**	**0**	**-0.51%**					
P.001646	Blanche Ely HS - SMART Program Renovations	8	02.21.2024	$ (93,343.39)	0	-0.51%	The Morganti Group, Inc.	Tax Savings	In accordance with the contract, this change order reconciles the current contract value by closing the Tax Savings of the DOP with the final amount of ($93,343.39).	$ 18,241,000.00	04.18.2018
Change Order: 8				**$ 264,227.00**	**0**	**1.45%**					
P.001646	Blanche Ely HS - SMART Program Renovations	14	Pending Board Approval 02.10.2026	$ 264,227.00	0	1.45%	The Morganti Group, Inc.	Consultant Omission	The initial contract documents specified a new ADA ramp for Building 17. The original design, featuring a perpendicular ramp and an aluminum canopy that connected Buildings 14 and 17, was altered. The new design is a switchback-style ramp, which removed the connecting canopy during the demolition of the old structure. The scope of work was therefore amended to include the installation of a new aluminum covered walkway to restore the connection between Buildings 14 and 17. The Contractor provided labor, material and equipment to install a new aluminum covered walkway between Buildings 14 and 17.	$ 18,241,000.00	04.18.2018
Grand Totals:				**$ 388,951.62**	**148**	**1.74%**					

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #8
THE MORGANTI GROUP, INC.
Blanche Ely High School
P.001646

School Board Meeting: 02.10.2026

The financial impact of this item is $264,227.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is no impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director of Capital Budget

Omar Shim - 01/21/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-3.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Change Order #10 - Ramblewood ES, P.001725

REQUESTED ACTION:

Approve additional funding in the amount of $75,000 and approve Change Order #10 in the amount of $57,231.99. District 4

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Change Order
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

$57,231.99 change order requiring $75,000 additional funding from the Capital Projects Reserve, increasing the project budget from $4,740,131 to $4,815,131.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jan 26,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – *Task Assigned*
Phone: 754-321-2659

EXECUTIVE SUMMARY

Change Order #10
IAT Insurance Group, Inc.
Nyarko Architectural Group, Inc.
Ramblewood Elementary School, Coral Springs
Project No. P.001725
ITB 19-151C

MASTER PROJECT SUMMARY

Total Project Budget

Original D.E.F.P. Budget:	**$**	**2,860,000**
Approved Add. Funding:	$	1,880,131
(JJ-2, 12/18/18); (JJ-3, 11/09/21); (JJ-10, 04/19/22); (JJ-3, 04/11/23); (JJ-4, 05/09/23); (JJ-3, 06/13/23) (JJ-9, 09/12/23); (JJ-18, 10/17/23); (JJ-10, 11/08/23)		
New Funding Request:	$	75,000
Current Revised Budget:	**$**	**4,815,131**

Total Project Schedule Summary

-Notice to Proceed: 04/08/2019

-ACTUAL Substantial Completion Date: 12/18/2024

-ACTUAL Final Completion Date: 01/24/2025

Change Order Analysis

Consultant Error	3.72%
Consultant Omission	10.72%
Owner's Request	0.00%
Unforeseen	2.05%
Tax Savings from DOP	- 0.55%
Total	**15.94%**

Board Meeting Date: February 10, 2026

Recommended Action

Approve additional funding in the amount of $75,000 and approve Change Order #10 in the amount of $57,231.99.

District-zone Impact: District 4

Impact if the Board Voted Yes or No:

-If the Board votes "Yes": The Contractor will be compensated for additional work that was required to replace thirty-six (36) windows that are spec-compliant due to the initial window supplier going out of business.

-If the Board votes "No": The Contractor will not be compensated for additional work required to replace spec-compliant windows.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	3,245,144.00	365 Days
DIRECT OWNER PURCHASE(S):	$	(294,080.85)	0 Days
PREVIOUSLY APPROVED CO'S:	$	460,017.88	0 Days
CURRENT CO REQUEST:	$	57,231.99	0 Days
CURRENT REVISED CONTRACT:	$	**3,468,313.02**	**365 Days**

Status of Work:

The project is in the closeout phase. The project achieved Substantial Completion on December 18, 2024, and Final Completion on January 24, 2025.

Background/History
The scope of work for the project includes fire sprinklers, PE/athletic improvements, HVAC improvements, media center improvements, and building envelope improvements which include door and door hardware repair, exterior windows, interior finishes and improvements, re-roofing Building 85, roof repairs at Building 3, and stucco repair.

Change Order Items:
Item #1 – (COI #18) Replacement of Exterior Windows in Buildings 1 & 2: The original contractor was terminated for cause, and it was subsequently determined that Innovative Window Concepts (IWC), the subcontracted window supplier, had ceased operations. As a result, the only available alternative windows meeting project specifications were more expensive than those initially planned. This change order addresses the resulting cost increase for replacing thirty-six (36) exterior windows in Buildings 1 and 2, attributable to the closure of the contracted supplier after the bidding process. Therefore, the Contractor is to provide labor, material and equipment to replace thirty-six (36) exterior windows in Buildings 1 & 2. (Unforeseen – $57,231.99; Add 0 Days)

Other Item
Item #1 – Additional Funding Request: This item requests an allocation of $75,000 from the Capital Projects Reserve to ensure adequate funding for the expedited approval of forthcoming change orders in accordance with Policy 8000, and to authorize expenditures for ancillary work customarily associated with construction activities.

Action Plan:
This change order has been reviewed for entitlement by AECOM and for cost by AtkinsRealis. The above-referenced Change Order Item, COI #18, received a recommendation for approval by the Change Order Review Panel (CORP). **This change order is being presented to the School Board for approval because the Superintendent's cumulative change order approval limit (10 percent of the Board approved construction contract) under Policy 8000 has been reached.**

Future requests from the Contractor for additional time, which are supported by a Time Impact Analysis (TIA), shall be analyzed by an Independent Claims Analyst Forensic Scheduler, and if acceptable shall be presented to the Board for consideration of approval at a future Board Meeting.

Alignment to 2027 Goals and Guardrails
Business Operations.

Measurable Outcome(s)/Return on Investment
There is no measurable outcome or return on investment associated with this item. This item ensures that the Contractor is compensated for additional work required to replace thirty-six (36) windows

Financial Impact
The financial impact of this item is $57,231.99, $75,000 will be funded from the Capital Projects Reserve. This increases the project budget from $4,740,131 to $4,815,131.

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311 **(754) 321-1500**

Document 01250g (00 63 63)-Construction Change Order-Item # 18

Facility Name:	Ramblewood Elementary School	Date:	11.13.2025
Project Name:	Ramblewood ES - SMART Program Renovations	Project #	P.001725
Location No:	2721		
Contractor:	ANATOM CONSTRUCTION COMPANY 490 BUSINESS PKWY - SUTE H ROYAL PALM BEACH,Florida 33411	Reference Letter Dated:	

Description of Change:
Provide labor, material and equipment to replace 36 exterior windows in Buildings #1 & #2.

Attachments:

Reason For Change:
Based on the design provided by the A/E, the contractor submitted the bid. However, the vendor has since gone out of business, and the GC now needs to find another subcontractor to complete the scope of work.

Summary:

Total Credits and/or Added Costs:	Add:	$57,231.99
	Deduct:	
The Contract Time will		0 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Max Borgen 11.20.2025	Michael Seminara 12.17.2025	Niveditha Pullalarevu 12.17.2025
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Max Borgen	Michael Seminara	Niveditha Pullalarevu
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
NYARKO ARCHITECTURAL GROUP, INC.	ANATOM CONSTRUCTION COMPANY	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐ No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☒Unforeseen ☐Consultant Error ☐Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1				**$ 109,103.00**	**0**	**3.36%**					
P.001725	Ramblewood ES - SMART Program Renovations	15	11.09.2021	$ 109,103.00	0	3.36%	ANATOM Construction Company	Consultant Error	Upon review of the permitted drawings, it was determined that the existing enclosed circuit breaker panel (ECB panel) at Building 1 does not have sufficient capacity to power the new chiller yard, in addition to the new HVAC system to be installed in Building 80. Therefore, labor, material, and equipment are required to upgrade to a new, larger ECB panel with increased capacity to support the increased load from the new chiller plant. This change is also inclusive of additional variable frequency drives (VFDs) and motor starters that were missed in the design drawings and are required for the full functionality of the systems designed to be installed in Building 80.	$ 3,245,144.00	04.08.2019
Change Order: 2				**$ 11,408.00**	**0**	**0.35%**					
P.001725	Ramblewood ES - SMART Program Renovations	11	04.19.2022	$ 3,878.00	0	0.12%	ANATOM Construction Company	Unforeseen	This Change order to the contractor for cost increase of replacement bard units to be installed.	$ 3,245,144.00	04.08.2019
P.001725	Ramblewood ES - SMART Program Renovations	13	04.19.2022	$ 2,110.00	0	0.07%	ANATOM Construction Company	Consultant Error	The Contractor is to provide additional labor and material to replace existing panel M1 circuit breakers in Building 2 with new resized circuit breakers.	$ 3,245,144.00	04.08.2019
P.001725	Ramblewood ES - SMART Program Renovations	19	04.19.2022	$ 5,420.00	0	0.17%	ANATOM Construction Company	Unforeseen	The Contractor is to provide additional labor and material to fill existing CMU block cells to obtain solid bases for eleven windowsills in Building 1	$ 3,245,144.00	04.08.2019
Change Order: 3				**$ 9,412.00**	**0**	**0.29%**					
P.001725	Ramblewood ES - SMART Program Renovations	23	09.13.2022	$ 9,412.00	0	0.29%	Beacon Consulting Group, Inc.	Consultant Error	The Contractor is to provide additional labor, materials and equipment to install a 200A 3P fused disconnect at chiller #3.	$ 3,245,144.00	04.08.2019
Change Order: 4				**$ 27,026.00**	**0**	**0.83%**					
P.001725	Ramblewood ES - SMART Program Renovations	25	04.11.2023	$ 27,026.00	0	0.83%	Beacon Consulting Group, Inc.	Consultant Omission	During construction it was discovered that the height of the specified chiller was higher than anticipated resulting in a redesign of the chiller enclosure to increase the height of the wall. Additionally, the pump slabs were enlarged for clearance. The Contractor is to provide additional labor, materials, and equipment for structural changes to the chiller enclosure.	$ 3,245,144.00	04.08.2019
Change Order: 5				**$ 47,901.00**	**0**	**1.48%**					
P.001725	Ramblewood ES - SMART Program Renovations	1	05.09.2023	$ 17,479.00	0	0.54%	Beacon Consulting Group, Inc.	Consultant Omission	It was determined during construction that the existing wall and ceiling required structural reinforcements. Additionally, the construction style of the partition wall in ceiling required removal and replacement to necessitate additional efforts in demolition. Therefore, the Contractor is to provide labor, material and equipment to install new wall and ceiling framing system in Building 1's Restrooms and Media Center.	$ 3,245,144.00	04.08.2019
P.001725	Ramblewood ES - SMART Program Renovations	10	05.09.2023	$ 30,422.00	0	0.94%	Beacon Consulting Group, Inc.	Consultant Omission	During construction it was discovered that the field condition required an additional steel angle along the perimeter of opening to support metal deck to block-in opening. Therefore, the Contractor is to provide labor, material and equipment to install additional steel angle required to support metal deck to block-in opening of skylight.	$ 3,245,144.00	04.08.2019
Change Order: 6				**$ 103,287.00**	**0**	**3.18%**					
P.001725	Ramblewood ES - SMART Program Renovations	21	06.13.2023	$ 95,028.00	0	2.93%	IAT Insurance Group, Inc.	Consultant Omission	During construction it was discovered Building 1 required penetration of Gypsum ceiling above acoustical ceiling tile to hang a horizontal fire sprinkler system. Additionally, due to the obstruction of mechanical, electrical and plumbing (MEP) systems attached to the secondary ceiling, additional sprinkler heads were required. The Contractor is to provide labor, material and equipment to reseal and maintain smoke barrier ceiling as well as installing sixty-three (63) additional sprinkler heads	$ 3,245,144.00	04.08.2019
P.001725	Ramblewood ES - SMART Program Renovations	24	06.13.2023	$ 8,259.00	0	0.25%	IAT Insurance Group, Inc.	Consultant Omission	During construction it was discovered that an existing window was damaged. The Contractor is to provide labor, material and equipment to replace an existing window in Building 2.	$ 3,245,144.00	04.08.2019
Change Order: 7				**$ 31,808.00**	**0**	**0.98%**					
P.001725	Ramblewood ES - SMART Program Renovations	26	09.12.2023	$ 31,808.00	0	0.98%	IAT Insurance Group, Inc.	Consultant Omission	During installation of the new chiller pumps, it was determined that the existing chiller enclosure requires more clearance. Therefore, the Contractor is to provide labor, material, and equipment to extend the clearance to accommodate new pumps for Building 2.	$ 3,245,144.00	04.08.2019
Change Order: 8				**$ 137,867.73**	**0**	**4.25%**					
P.001725	Ramblewood ES - SMART Program Renovations	6	12.12.2023	$ 82,147.73	0	2.53%	IAT Insurance Group, Inc.	Consultant Omission	This change order is for the costs associated with the installation of temporary cooling systems in Buildings 2 and 80 to comply with the fresh air requirements outlined by the 2017 Florida Building Code. The installation of temporary cooling in Building 80 has been completed. The installation of temporary cooling in Building 2 will commence following approval of this change order.	$ 3,245,144.00	04.08.2019
P.001725	Ramblewood ES - SMART Program Renovations	18	12.12.2023	$ 55,720.00	0	1.72%	IAT Insurance Group, Inc.	Consultant Omission	The new electrical circuit breaker panel feeding the chiller yard had to be relocated to an adjacent exterior wall of Building 1 to comply with clearance requirements. The Contractor provided labor, equipment, and material for the trenching, underground conduit installation, new feeder, testing, backfilling, sodding, and fencing repair related to the installation of the above-referenced electrical panel.	$ 3,245,144.00	04.08.2019
Change Order: 9 (SCO)				**$ (17,794.85)**	**0**	**-0.55%**					
P.001725	Ramblewood ES - SMART Program Renovations	4	01.27.2025	$ (17,794.85)	0	-0.55%	IAT Insurance Group, Inc.	Tax Savings	In accordance with the contract, this change order reconciles the current contract value by closing the Tax Savings of the DOP with the final amount of ($17,794.85).	$ 3,245,144.00	04.08.2019
Change Order: 10				**$ 57,231.99**	**0**	**1.76%**					
P.001725	Ramblewood ES - SMART Program Renovations	18	Pending Board Approval 02.10.2026	$ 57,231.99	0	1.76%	IAT Insurance Group, Inc.	Unforeseen	The original contractor was terminated for cause, and it was subsequently determined that Innovative Window Concepts (IWC), the subcontracted window supplier, had ceased operations. As a result, the only available alternative windows meeting project specifications were more expensive than those initially planned. This change order addresses the resulting cost increase for replacing thirty-six (36) exterior windows in Buildings 1 and 2, attributable to the closure of the contracted supplier after the bidding process. Therefore, the Contractor is to provide labor, material and equipment to replace thirty-six (36) exterior windows in Buildings 1 & 2.	$ 3,245,144.00	04.08.2019
Grand Totals:				**$ 517,249.87**	**0**	**15.94%**					

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #10
ANATOM CONSTRUCTION COMPANY
Ramblewood Elementary School
P.001725

School Board Meeting: 02.10.2026

The financial impact of this item is $57,231.99

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is an additional impact to the project budget

Funds in the amount of $75,000.00 will come from the Capital Projects Reserve. This changes the project from $4,740,131.00 to $4,815,131.00

This item requests an allocation of $75,000 from the Capital Projects Reserve to ensure adequate funding for the expedited approval of forthcoming change orders in accordance with Policy 8000, and to authorize expenditures for ancillary work customarily associated with construction activities.

Department Name	Department Head
Capital Budget	Omar Shim, Director of Capital Budget

Omar Shim - 01/26/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-4.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Change Order #21 - McArthur HS, P.001954

REQUESTED ACTION:

Approve Change Order #21 in the amount of $114,898.92. District 1

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcomes/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Change Order
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

This item is funded from the current project budget and requires $114,898.92 additional spending authority.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jan 26,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – *Task Assigned*
Phone: 754-321-2659

EXECUTIVE SUMMARY

Change Order #21
James B. Pirtle Construction Company, Inc.
Rodriguez Architects, Inc.
McArthur High School, Hollywood
Project No. P.001954
ITB FY21-163

MASTER PROJECT SUMMARY

Total Project Budget

Original D.E.F.P. Budget:	**$**	**15,811,496**
Approved Add. Funding: (JJ-13, 10/17/23)	$	26,859,831
New Funding Request:	$	0
Current Revised Budget:	**$**	**42,671,327**

Total Project Schedule Summary

-Notice to Proceed: 02/28/2024

-Current Projected Substantial Completion Date: 02/15/2027

-Current Projected Final Completion Date: 07/15/2027

Change Order Analysis

Consultant Error	0.31%
Consultant Omission	0.08%
Owner's Request	- 0.71%
Unforeseen	2.22%
Tax Savings from DOP	0.00%
Total	**1.90%**

Board Meeting Date: February 10, 2026

Recommended Action

Approve Change Order #21 in the amount of $114,898.92.

District-zone Impact: District 1

Impact if the Board Voted Yes or No:

-If the Board votes "Yes": The Contractor will be compensated for additional work to replace the affected feeder wires and restore a safe power supply.

-If the Board votes "No": The Contractor will not be compensated for additional required to replace the affected feeder wires and restore a safe power supply.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	30,556,227.00	650 Days
DIRECT OWNER PURCHASE(S):	$	(1,082,344.29)	0 Days
PREVIOUSLY APPROVED CO'S:	$	116,480.73	0 Days
CURRENT CO REQUEST:	$	114,898.92	0 Days
CURRENT REVISED CONTRACT:	$	**29,705,262.36**	**650 Days**

Status of Work:

The construction phase is 95% complete. The project is expected to achieve Substantial Completion by February 15, 2027, and Final Completion by July 15, 2027. This is not the final change order for this Project.

Background/History
The scope of work for the project includes building envelope improvements, electrical improvements, fire sprinklers, HVAC improvements, media center improvements, safety/security upgrade and STEM lab improvements.

Change Order Items:
Item #1 – (COI #35) Replacement of Existing Feeder Wires: During construction, the existing feeder wires supplying power to Building 4 - located between the manhole adjacent to Building 23 and the electrical room in Building 22 - were identified as damaged, posing safety concerns for the surrounding area. Accordingly, the Contractor is required to provide all necessary labor, materials, and equipment to replace the affected feeder wires and restore safe power supply. (Unforeseen – $114,898.92; Add 0 Days)

Action Plan:
This change order has been reviewed for entitlement by AECOM and for cost AtkinsRealis. The above-referenced Change Order Item, COI #35, received a recommendation for approval by the Change Order Review Panel (CORP). **This change order is being presented to the School Board for approval because its value exceeds the Superintendent's change order approval limit of $100,000 per change order under Policy 8000.**

Future requests from the Contractor for additional time, which are supported by a Time Impact Analysis (TIA), shall be analyzed by an Independent Claims Analyst Forensic Scheduler, and if acceptable shall be presented to the Board for consideration of approval at a future Board Meeting.

Alignment to 2027 Goals and Guardrails
Business Operations.

Measurable Outcome(s)/Return on Investment
There is no measurable outcome or return on investment associated with this item. This item ensures that the Contractor is compensated for additional work to replace the affected feeder wires and restore safe power supply.

Financial Impact
The financial impact of this item is $114,898.92 and will be funded from the current project budget.

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311 **(754) 321-1500**

Document 01250g (00 63 63)-Construction Change Order-Item # 35

Facility Name:	McArthur High School	Date:	12.18.2025
Project Name:	McArthur HS - SMART Program Renovations	Project #	P.001954
Location No:	0241		
Contractor:	JAMES B. PIRTLE CONSTRUCTION COMPANY, INC. 5700 GRIFFIN ROAD DAVIE,FL 33314	Reference Letter Dated:	

Description of Change:
Provide labor, material and equipment to replace the existing feeder wires that provide power to Building 4 between the manhole by Building 23 to the electrical room in Building 22.

Attachments:

Reason For Change:
The existing feeders were found damaged, which compromised the safety of the surrounding area.

Summary:
Total Credits and/or Added Costs: Add: $114,898.92
Deduct:
The Contract Time will remain unchanged. 0 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Rosi Cutrone 01.15.2026	Alexander Panesso 01.15.2026	Imad Younes 01.15.2026
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Rosi Cutrone	Alexander Panesso	Imad Younes
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
RODRIGUEZ ARCHITECTS, INC.	JAMES B. PIRTLE CONSTRUCTION COMPANY, INC.	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☒Unforeseen ☐Consultant Error ☐Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1 (SCO)				**$ 1,389.00**	**0**	**0.01%**					
P.001954	McArthur HS - SMART Program Renovations	3	09.05.2024	$ 1,389.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Owner's Request	During construction, it was discovered that several of the wooden wall features on Building 9 were missing or have faded paint. The repair and/or replacement of these features were not in the Contractor's scope of work. The Contractor was directed by District staff to keep the exterior pattern, but to replace the tiles that had fallen.	$12,161,076.00	02.28.2024
Change Order: 2 (SCO)				**$ 8,746.00**	**0**	**0.07%**					
P.001954	McArthur HS - SMART Program Renovations	8	12.02.2024	$ 8,746.00	0	0.07%	James B. Pirtle Construction Company, Inc.	Owner's Request	During the bid process, an addendum was issued directing the Contractor to exclude all light fixtures from the project, except for Buildings 1 and 2. However, Building 5 required new light fixtures in the new renovated restrooms, mechanical rooms, and electrical rooms.	$12,161,076.00	02.28.2024
Change Order: 3 (SCO)				**$ 17,732.00**	**0**	**0.15%**					
P.001954	McArthur HS - SMART Program Renovations	4	12.19.2024	$ 12,742.00	0	0.10%	James B. Pirtle Construction Company, Inc.	Unforeseen	Upon the start of the painting job, several exterior wall features were found missing, replacement was required to keep the same design pattern. Provide labor, material and equipment to replace the missing exterior wall features in building#19.	$12,161,076.00	02.28.2024
P.001954	McArthur HS - SMART Program Renovations	9	12.19.2024	$ 4,990.00	0	0.04%	James B. Pirtle Construction Company, Inc.	Unforeseen	This document has been prepared to illustrate the cost for the additional work. During the installation of the new drainage for Bldg. 10, it was discovered that the existing catch basin shown with 12" invert was a 12" inline drain. This unforeseen condition was sent to the EOR. To provide labor, material and equipment to install new light 18" Nyloplast drain per RFI 141 response from EOR	$12,161,076.00	02.28.2024
Change Order: 4 (SCO)				**$ 20,000.00**	**0**	**0.16%**					
P.001954	McArthur HS - SMART Program Renovations	5	01.27.2025	$ 20,000.00	0	0.16%	James B. Pirtle Construction Company, Inc.	Unforeseen	Existing drain line where the new drain line tie-in, was found collapsed, corroded and does not drain. Provide labor, material and equipment to cure concrete, install new drain line and to restore existing construction.	$12,161,076.00	02.28.2024
Change Order: 5 (SCO)				**$ (9,146.00)**	**0**	**-0.08%**					
P.001954	McArthur HS - SMART Program Renovations	10	01.29.2025	$ (9,146.00)	0	-0.08%	James B. Pirtle Construction Company, Inc.	Owner's Request	The media center does not require any new infrastructure work, and the existing electrical and data systems meet the needs of the media center layout as well as all IT technology requirements. Therefore, a credit has been provided for the electrical work associated with Building 5, Room 501, per ASI #8.	$12,161,076.00	02.28.2024
Change Order: 6 (SCO)				**$ (33,828.00)**	**0**	**-0.28%**					
P.001954	McArthur HS - SMART Program Renovations	11	02.11.2025	$ (33,828.00)	0	-0.28%	James B. Pirtle Construction Company, Inc.	Owner's Request	The existing doors hardware are well maintained by the school's maintenance department and they function properly, therefore, it was recommended to descope the hardware replacement. Provide credit for hardware descope of Building 18 and 19 per ASI #11.	$12,161,076.00	02.28.2024
Change Order: 7 (SCO)				**$ 18,846.00**	**0**	**0.15%**					
P.001954	McArthur HS - SMART Program Renovations	12	03.19.2025	$ 18,846.00	0	0.15%	James B. Pirtle Construction Company, Inc.	Unforeseen	The existing feeder wires from Panel LDP to Panel P-5 did not meet the minimal megger requirements, conduit and feeders need to be replaced. Provide Labor, material and equipment to install new conduit and feeders from panel LDP at Building 21 to panel P-5 at Building 23.	$12,161,076.00	02.28.2024
Change Order: 8 (SCO)				**$ 7,669.00**	**0**	**0.06%**					
P.001954	McArthur HS - SMART Program Renovations	13	03.19.2025	$ 7,669.00	0	0.06%	James B. Pirtle Construction Company, Inc.	Unforeseen	During the installation of the new fire water line for Bldg. 2, it was discovered that the existing water line shown in the plans does not exists in the field, and an existing duct bank creating elevation conflicts. In addition, a wet tap is required because there is no visible water shut down valves. Provide labor, materials and equipment to install pipe deflections, additional excavation and perform a wet tap.	$12,161,076.00	02.28.2024
Change Order: 9 (SCO)				**$ 19,939.00**	**0**	**0.16%**					
P.001954	McArthur HS - SMART Program Renovations	17	04.15.2025	$ 19,939.00	0	0.16%	James B. Pirtle Construction Company, Inc.	Consultant Error	After laying out the new restrooms and janitors' room, the dimensions called in the plans could not meet the clearance requirements, therefore, reconfiguration was needed. Provide labor, material and equipment to reconfigure the layout of the new restrooms in Building 5.	$12,161,076.00	02.28.2024
Change Order: 10 (SCO)				**$ 8,572.00**	**0**	**0.07%**					
P.001954	McArthur HS - SMART Program Renovations	16	05.12.2025	$ 8,572.00	0	0.07%	James B. Pirtle Construction Company, Inc.	Unforeseen	Existing underground irrigation lines, water lines and dry well were found in conflict with the installation of the new stormwater drainage. Provide labor and equipment to remove and reinstall unforeseen underground pipes and structures east of Building 1.	$12,161,076.00	02.28.2024
Change Order: 11 (SCO)				**$ 16,169.00**	**0**	**0.13%**					
P.001954	McArthur HS - SMART Program Renovations	11	07.14.2025	$ 16,169.00	0	0.13%	James B. Pirtle Construction Company, Inc.	Unforeseen	The original scope was to build a chase wall adhered to the existing wall for noise control. The existing wall did not match the As-Built in that it was not a full height partition (did not extend to the deck), so an acoustical wall was needed to meet with the required Sound Transmission Class (STC) rating. Provide labor and material to build an acoustical wall in lieu of a chase wall in the mechanical room at building#5.	$12,161,076.00	02.28.2024
Change Order: 12 (SCO)				**$ 17,416.00**	**0**	**0.14%**					
P.001954	McArthur HS - SMART Program Renovations	14	07.14.2025	$ 9,121.00	0	0.08%	James B. Pirtle Construction Company, Inc.	Unforeseen	Upon excavation for new drainage installation, a main water line that serves Bldg. 1 was found corroded and leaking from multiple places, which required replacement. Provide labor, material and equipment to replace the rusted and leaking water line found during the excavation to install the drainage system west of Building 1.	$12,161,076.00	02.28.2024
P.001954	McArthur HS - SMART Program Renovations	18	07.14.2025	$ 4,999.00	0	0.04%	James B. Pirtle Construction Company, Inc.	Unforeseen	This document has been prepared to illustrate the cost for the additional work resulting from response to RFI 105. Upon excavation for to uncover the existing 12" drainpipe, indicated in sheet C3 of the contract documents, it was found that there was no existing 12" pipe shown. Exploratory excavation was conducted to check if the pipe was installed in an alternate location. Instead, unforeseen conditions of existing smaller drainage pipes were uncovered. To provide labor, material and equipment required to perform the exploratory excavations and restoration of disturbed areas.	$12,161,076.00	02.28.2024
P.001954	McArthur HS - SMART Program Renovations	23	07.14.2025	$ 3,296.00	0	0.03%	James B. Pirtle Construction Company, Inc.	Unforeseen	The original scope of work was to tie into the existing dampers. however the damper were missing. The installation of new dampers was required. Provide labor, material and equipment to install 3 fire dampers.	$12,161,076.00	02.28.2024
Change Order: 13 (SCO)				**$ 2,305.20**	**0**	**0.02%**					
P.001954	McArthur HS - SMART Program Renovations	25	08.27.2025	$ 2,305.20	0	0.02%	James B. Pirtle Construction Company, Inc.	Unforeseen	The water heater's piping didn't exist above ceiling as the as-built showed, installation was needed to provide hot water to the custodian closet along with a table to support the water heater. Provide labor, material and equipment for water heater piping and table installation	$12,161,076.00	02.28.2024
Change Order: 14 (SCO)				**$ (53,306.00)**	**0**	**-0.44%**					
P.001954	McArthur HS - SMART Program Renovations	22	10.29.2025	$ (53,306.00)	0	-0.44%	James B. Pirtle Construction Company, Inc.	Owner's Request	Due to the doors good condition the replacement was not needed. Provide labor and material to refurbish the door frame stops, in Lieu of full door replacement at Building #2.	$12,161,076.00	02.28.2024
Change Order: 15 (SCO)				**$ 30,726.54**	**0**	**0.25%**					
P.001954	McArthur HS - SMART Program Renovations	21	11.12.2025	$ 30,726.54	0	0.25%	James B. Pirtle Construction Company, Inc.	Unforeseen	Upon the installation of the 3 roof top units, no structural support was found, due to such condition additional steel angles were needed to be installed. Provide materials, labor and equipment to furnish building 10 roof top units steel supports.	$12,161,076.00	02.28.2024
Change Order: 16 (SCO)				**$ 4,298.00**	**0**	**0.04%**					
P.001954	McArthur HS - SMART Program Renovations	34	12.02.2025	$ 4,298.00	0	0.04%	James B. Pirtle Construction Company, Inc.	Consultant Omission	This document has been prepared to show the cost of labor and materials to install the roof downspout connection detail to the underground drainage, as indicated in th revised sheet A8.1. The connection details were not indicated in the contract documents. Provide equipment, labor and material to install the roof downspout connection detail to the underground drainage.	$12,161,076.00	02.28.2024
Change Order: 17 (SCO)				**$ 5,424.00**	**0**	**0.04%**					
P.001954	McArthur HS - SMART Program Renovations	18	12.09.2025	$ 5,424.00	0	0.04%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The designed routing for the new rainwater leaders conflicted with existing beams and a window. re-routing was required. Provide labor and material to re-route the rainwater leader in Bldg. 1.	$12,161,076.00	02.28.2024
Change Order: 18 (SCO)				**$ 25,435.00**	**0**	**0.21%**					
P.001954	McArthur HS - SMART Program Renovations	31	12.09.2025	$ 7,730.00	0	0.06%	James B. Pirtle Construction Company, Inc.	Unforeseen	The structural framing required to support the new storefront window system was missing. Provide labor and material to add structural framing to the south parapet wall in building 1.	$12,161,076.00	02.28.2024
P.001954	McArthur HS - SMART Program Renovations	33	12.09.2025	$ 17,705.00	0	0.15%	James B. Pirtle Construction Company, Inc.	Consultant Error	Louvered doors were required to maintain adequate air circulation. Provide labor, material and equipment to remove the newly replaced doors and replaced with four new louvered doors at building 27.	$12,161,076.00	02.28.2024
Change Order: 19 (SCO)				**$ 1,872.78**	**0**	**0.02%**					
P.001954	McArthur HS - SMART Program Renovations	36	Pending Superintendent Signature	$ 1,872.78	0	0.02%	James B. Pirtle Construction Company, Inc.	Unforeseen	To avoid moisture in the mechanical room in Bldg. 2. metal covers were required to be installed on the louvered door. Provide labor and material to install metal covers and insulation to the existing louvered doors in the mechanical room in Bldg. 2.	$12,161,076.00	02.28.2024
Change Order: 20 (SCO)				**$ 6,221.21**	**0**	**0.05%**					
P.001954	McArthur HS - SMART Program Renovations	28	Pending Superintendent Signature	$ 6,221.21	0	0.05%	James B. Pirtle Construction Company, Inc.	Unforeseen	During construction, it was discovered that the water heater in Building 1 is nonfunctional, therefore a replacement is required. Provide labor and material to replace the water heater in Building 1.	$12,161,076.00	02.28.2024
Change Order: 21				**$ 114,898.92**	**0**	**0.94%**					
P.001954	McArthur HS - SMART Program Renovations	28	Pending Board Approval 02.10.2026	$ 114,898.92	0	0.94%	James B. Pirtle Construction Company, Inc.	Unforeseen	During construction, the existing feeder wires supplying power to Building 4—located between the manhole adjacent to Building 23 and the electrical room in Building 22—were identified as damaged, posing safety concerns for the surrounding area. Accordingly, the Contractor is required to provide all necessary labor, materials, and equipment to replace the affected feeder wires and restore safe power supply.	$12,161,076.00	02.28.2024
Grand Totals:				**$ 231,379.65**	**0**	**1.90%**					

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #21
JAMES B. PIRTLE CONSTRUCTION COMPANY, INC.
McArthur High School
P.001954

School Board Meeting: 02.10.2026

The financial impact of this item is $114,898.92

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is no impact to the project budget

Department Name
Capital Budget

Department Head
Omar Shim, Director of Capital Budget

Omar Shim - 01/26/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-5.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Change Order #22 - South Broward HS, P.001838

REQUESTED ACTION:

Approve Change Order #22 granting 295 additional calendar days. District 1

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Change Order
- Time Impact Analysis (TIA)
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

There is no financial impact to the current project budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jan 26,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – *Task Assigned*
Phone: 754-321-2659

EXECUTIVE SUMMARY

Change Order #22
Johnson-Laux Construction, LLC
LIVS Associates, LLC
South Broward High School, Hollywood
SMART Program Renovations
Project No. P.001838
ITB FY20-154

MASTER PROJECT SUMMARY

Total Project Budget

Original D.E.F.P. Budget: $ 5,952,000
Approved Add. Funding:$ 7,666,657
(JJ-1,08/19/20); (JJ-9, 01/23/24)
(Jj-5, 02/21/24); (Capital Fund Amd);
(JJ-16, 03/11/25); (JJ-14, 04/15/25);
(JJ-21, 07/22/25); (JJ-8, 09/16/25)
New Funding Request: $_____
Current Revised Budget: $ 13,618,657

Total Project Schedule Summary

-Notice to Proceed: 12/28/2020

-Current Planned Substantial Completion: 07/31/2026

-Current Planned Final Completion: 12/28/2026

Change Order Analysis

Consultant Error	3.25%
Consultant Omission	7.53%
Owner's Request	0.96%
Unforeseen	-8.23%
Tax Savings from DOP	0.00%
Total	3.51%

Board Meeting Date: February 10, 2026

Recommended Action

Approve Change Order #22 which includes 295 days.

District-zone Impact: District 1

Impact if the Board Voted Yes or No

-If the Board votes "Yes": The Contractor will be granted 295 days of delays that were beyond its control.
-If the Board votes "No": The Contractor will be unfairly assessed for delays to the project that were beyond its control.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	8,275,545.00	530 Days
DIRECT OWNER PURCHASE(S):	$	(1,424,589.02)	0 Days
PREVIOUSLY APPROVED CO'S:	$	290,018.87	1,174 Days
CURRENT CO REQUEST:	$	0.00	295 Days
CURRENT REVISED CONTRACT:	$	**7,140,974.85**	**1,999 Days**

Status of Work:

The construction phase is 98% complete. The project is expected to achieve Substantial Completion by July 31, 2026, and Final Completion by December 28, 2026. This is not the final change order for this Project.

Background/History
The scope of work for the project includes ADA renovations related to educational adequacy, electrical improvements, HVAC improvements, STEM lab improvements, and building envelope improvements.

Change Order Items:
Item #1 - (COI #73) Time Extension Request Due to Additional Scope Associated with Electrical Duct Heaters: The 170-day delay is primarily due to an expanded scope involving Electrical Duct Heaters (EDHs) in Buildings 2, 9, and 10, classified as a Consultant Error. This additional work necessitated longer lead times, extended installation durations, and meticulous activity sequencing. Despite proactive coordination to expedite approvals and material releases, this scope remains ongoing and has impacted the project's critical path. The original bid included a fire-resistive wall installation between classroom 612 and the corridor; however, during demolition, the Contractor discovered that the exterior face of the classroom wall was constructed with metal lath and stucco. This unexpected condition resulted in a further 125-day delay, also affecting the project's critical path. (Unforeseen - $0.00; Add 125 Days)(Consultant Error - $0.00; Add 170 Days)

Action Plan:
This change order has been reviewed for entitlement by AECOM. The above-referenced Change Order Items, COI #73, was recommended for approval by the Change Order Review Panel (CORP). **This change order is being presented for School Board approval because the financial impact of the associated delays, if converted to liquidated damages, would exceed the Superintendent's approval limit of $100,000 per change order, as established by Policy 8000.**

The request for additional time is supported by a Time Impact Analysis (TIA), which has been analyzed and recommended for approval by an Independent Claims Analyst Forensic Scheduler. See Exhibit 3 – Time Impact Analysis (TIA).

Alignment to 2027 Goals and Guardrails
Business Operations.

Measurable Outcome(s)/Return on Investment
There is no measurable outcome or return on investment associated with this item. This item ensures that the Contractor is granted days for delays that were beyond its control.

Financial Impact
There is no financial impact to the current project budget.

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311
(754) 321-1500

Document 01250g (00 63 63)-Construction Change Order-Item # 73

Facility Name:	South Broward High School	Date:	12.11.2025
Project Name:	South Broward HS - SMART Program Renovations	Project #	P.001838
Location No:	0171		
Contractor:	JOHNSON-LAUX CONSTRUCTION, LLC 650 GARDEN COMMERCE PKWY-STE 100 WINTER GARDEN,Florida 34787	Reference Letter Dated:	

Description of Change:
Time extension request.

Attachments:

Reason For Change:
The delay is caused due to the additional scope associated with the Electrical Duct Heaters (EDHs) in Buildings 2,9,10, and 11. Based on the Time Impact Analysis, the results indicate a total delay of 125 calendar days classified as Unforeseen and 170 calendar days attributed to AE-related impacts.

Summary:
Total Credits and/or Added Costs: Add: $0.00
Deduct:
The Contract Time will be Increased by: 295 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Terrell Washington 01.07.2026	Antonio Osteicoechea 01.07.2026	Maxim Liubenco 01.08.2026
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Terrell Washington	Antonio Osteicoechea	Maxim Liubenco
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
LIVS ASSOCIATES, LLC	JOHNSON-LAUX CONSTRUCTION, LLC	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☐Unforeseen ☐Consultant Error ☐Consultant Omission ☐Direct Owner Purchase ☐Tax Savings
See Above

AECOM

Established 1915
BROWARD
County Public Schools

Time Impact Analysis Review

Project: P.001838, South Broward High School

Reference: PCO #73

December 10, 2025

Delivering a better world

Quality information

Prepared by	Checked by	Verified by	Approved by
Ibrahim Haider Project Controls Analyst	Clay McKenna Program Controls Area Manager		

Revision History

Revision	Revision date	Details
00	10-Dec-25	Original Version

1. Project Information

Project Details	
Owner:	Broward County Public School District
Project Number:	P.001838
School:	South Broward High School
Contractor:	Johnson-Laux Construction, LLC
Architect/Engineer (A/E):	LIVS Associates, LLC
Contract Details	
Scope of Work:	The project scope includes roofing, windows, exterior walls, fire alarm, mechanical, safety and security upgrades, and lab improvements
Project NTP Date:	28-Dec-20
Period of Performance:	530 Calendar Days
Original SC Date:	10-Jun-22
Approved Time Extensions:	1174 Calendar Days
Current SC Date:	25-Aug-25
Time Impact Analysis (TIA) Details	
TIA Subject:	PCO-73 Time Extension Request Analysis
Date Submitted by Contractor:	20-Nov-25
Recommendation	
Acceptance/Rejection:	Accepted

Table 1 Project Information

2. Executive Summary

2.1 PCO #73

On 20-Nov-25, the Contractor submitted PCO #73, requesting an excusable extension of 294-day to the Substantial Completion (SC) date of 27-Aug-25. The Contractor asserts that installation of additional Electrical Duct Heater in Building # 2, 9 &10 continues to impact the SC. The Contractor also asserts that an unforeseen condition prevented installation of fire rated wall in Building #6.

Both delays are currently in progress and as of the date of this writing the exact impact remains uncertain. The Contractor forecasted date of 18-Jun-26 to pass final inspection related to Electrical Duct Heater is reasonable as the work must be performed sequentially. The Contractor must finish the duct work in Building #2 before they can proceed to Building #9 and so on. The work associated with Fire rated wall is expected to conclude on 30-Dec-25. These dates serve as provisional end points for assessing the potential schedule impacts of these delays.

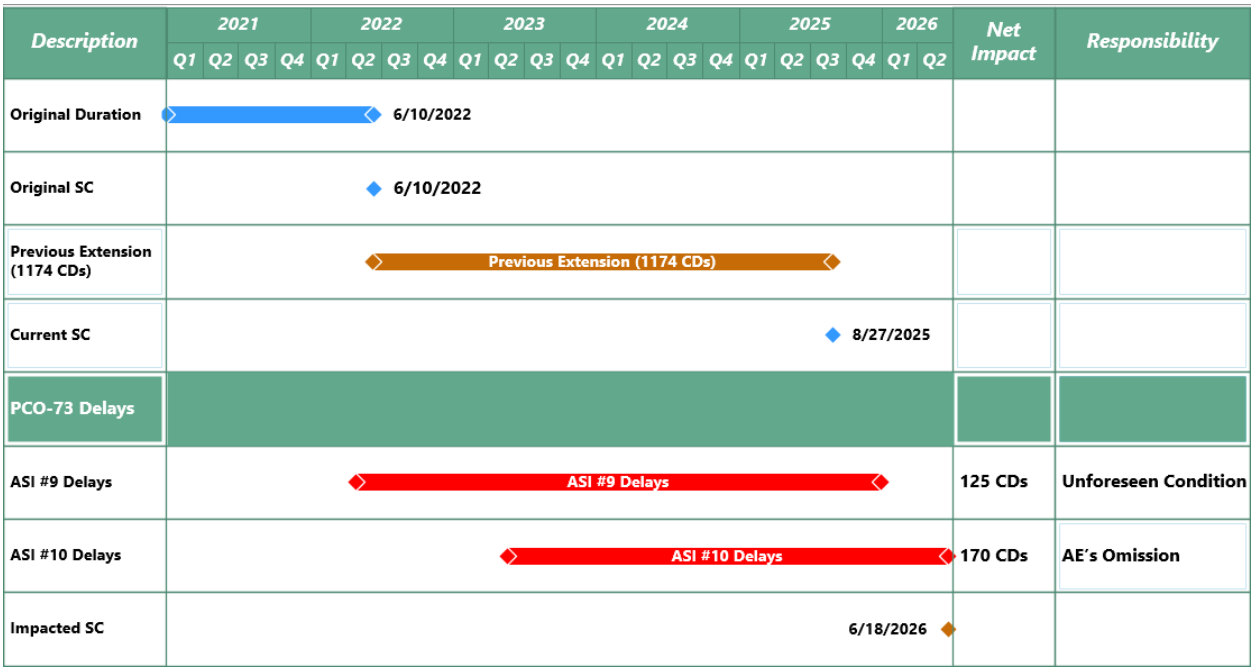
The Analyst recommends granting an excusable, non-compensable time extension of 295 days to the SC. The delays that impacted the SC were beyond the Contractor's control, resulted from AE's omission and unforeseen conditions discovered during demolition.

2.2 Analyst Recommendation

The Analyst reviewed the TIA submitted with PCO #73 along with project records, consulted the Project Manager and conducted an independent TIA and recommends,

- Granting an excusable, non-compensable time extension of 295 days to the Substantial Completion (SC) date;
- Adjusting Final Completion (FC) to 30 days following SC;
- Not granting compensation for General Conditions.

Graph 1 – PCO-73 Delays



2.3 Justification for Recommendation

- **Fire-Rated Wall Issue (ASI #9)**
  - On 26-April-22, the Contractor submitted RFI #46 requesting AE's clarification regarding a fire-resistive wall between classroom 612 and the corridor. This wall shown in the plans was not present in the field and was subsequently added to the project scope through ASI #9. The Building Department approved ASI #9 on 07-Mar-25.
  - On 14-Aug-25, during demolition, the Contractor discovered that the exterior face of the classroom wall was finished with metal lath and stucco, whereas ASI #9 called for fire-shield gypsum board. This unforeseen condition prevented installation of the wall for a while. The Contractor has not completed the work yet.
  - For evaluation purposes, a conditional end date of 30-Dec-25 for this delay results in an estimated 125-day impact to the SC attributable to an unforeseen condition.
- **Mechanical Scope Revision (ASI #10)**
  - On 18-May-23, the Contractor submitted RFI #93 followed by RFI #144 notifying AE of discrepancies between site condition and original plans. The discrepancies resulted in the issuance of ASI #10, which added mechanical scope to bring the mechanical system into code compliance. The Building Department approved ASI #10 on 15-Nov-25.
  - The Contractor has not commenced the work due to long-lead procurement of required components. A provisional end date of 18-Jun-26 for the delay independently impacts the SC by 295 days.
  - Because the delay associated with ASI #10 is partially concurrent with the ASI #9 delay, the remaining 170 days (295 – 125) are attributed to the AE for the omission of electrical duct heaters in the original plans.
- **Current Status if Delays:**
  - Both delays associated to ASI #9 and ASI #10 are on-going, and their exact impacts are not yet known. The end dates for these delays are provisional, and the TIA may be revised once the actual impacts become known.
- The Analyst does not recommend defining any delays mentioned above as compensable based on Article 6.05 of the Project Manual which was incorporated into the Construction Contract. The contract is subject to no damage for delay clause which is enforceable except in the case of fraud, bad faith or active interference by the Owner which is not the cause of the delay in question.

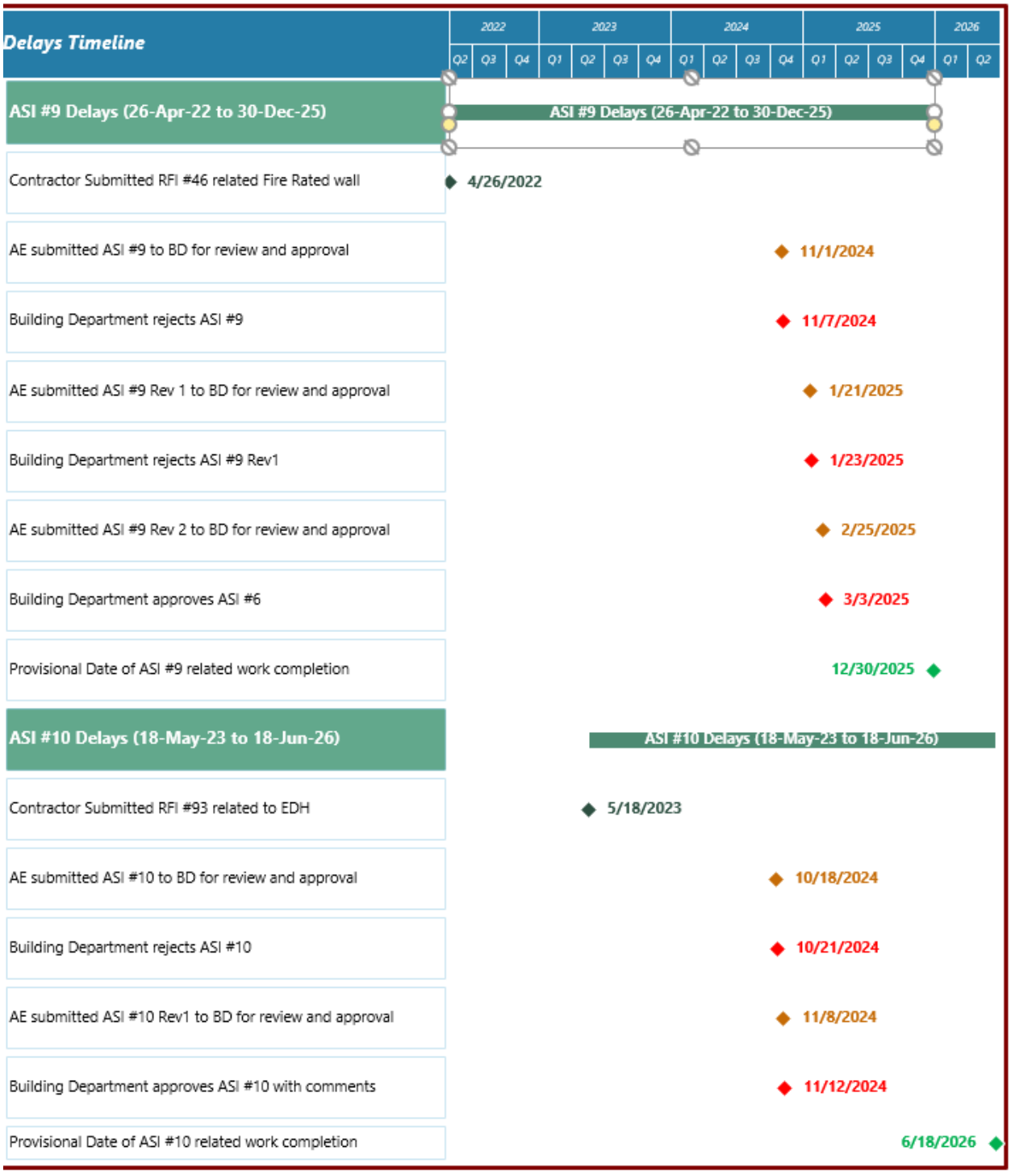
3. Background & Submission

3.1 Project Background

1. NTP was issued on 28-Dec-20. The original Contract duration was 530 days from NTP to SC, and an additional 30 days from SC to FC, 560 days total.
2. A previous time extension of 1174 days was granted to the Contractor through PCO #7&52 and there are no pending time extensions in review.

3.2 Delay Timeline

Graph 2 – PCO-73 Delays



3.3 Summary of Contractor's TIA

1. The Contractor's TIA narrative is minimal and lacks full timeline explanation and supporting documentation. The Contractor alleges below delays which impacted the SC,

   a. The Contractor mentions delay due to Building #2 auditorium framing inspection that led to ASI #18.

   b. The Contractor also mentions delays due to electrical duct heaters in building 2, 9 and 10.

c. The Contractor mentions an unforeseen condition during demolition in Building #6 that led to ASI #9 which is an ongoing delay.

2. The Contractor has submitted baseline as pre-impact schedule with a data date of 28-Dec-20 with activities completed in 2024.
3. The post-impact schedule (data date: 28-Dec-20) indicates a projected Substantial Completion date of 13-Aug-24 which had a date constraint of 22-Jun-22, representing a 564-day delay.
4. The Contractor has added a fragnet into their post-impact schedule showing both start and finish dates beyond the data date of 28-Dec-20
5. Most of the fragnets in post-impact schedule are not relevant to PCO #73

3.4 Files Reviewed

1. P.001838 Notice to Proceed
2. P.001838 - South Broward HS - Delay Narrative 251111
3. PCO-00073 - CPCOCUD 73 - CO#73 -Time Extension (3rd, for 179 days) - 1250b
4. TIA Pre-Impact 250904
5. TIA Post-Impact 251111
6. 01250d Proposal Worksheet Summary

4. Analysis

4.1 Quantitative

1. The Analyst used AACE Recommended Practice MIP 3.6 per RP29R-03 and a validation review of the Contractor's method for prospective Time Impact Analysis. MIP 3.6 was chosen as the "best fit" since the delay event can be modeled and added and is single based.
2. As the Reviewer could not validate the TIA submitted by the Contractor, an independent TIA was developed and performed by the Reviewer.
3. The baseline schedule was not a logical pre-impact schedule for the delays the Contractor alleges impacted the Substantial Completion (SC) date. The Delays started in 2022 and 2023 while the baseline has a data date of 28-Dec-20 therefore; the Contractor should have selected the most recent update prior to the delay start date.
4. The Analyst therefore selected the post impact schedule of PCO #54 (data date: 31-Dec-21) as the pre-impact schedule to model the delays associated with ASI #9 and ASI #10.
5. To evaluate the impact of the ASI #10 addition of electrical duct heater in Building #2, 9 and 10, on Substantial Completion, the following activity was incorporated into the pre-impact schedule with a data date of 31-Dec-21.

Table 2 - Delays due to ASI #9 and ASI #10

Task ID	Task Name	Duration	Predecessor	Successor
Delay 1	ASI #10 DELAYS	789 days	B27-RR-1060	CLOSE-05

6. The duration of this fragnet was derived from the RFI #93 submission date of 13-May-23 and the provisioned finish date of the delay which is 18-Jun-26.
7. When the impacted schedule was rescheduled, the Substantial Completion reflected a 295-day delay due to ASI #10.

8. Delays related to ASI #10 have been categorized as an AE's omission. The original plans developed by the AE did not include electrical duct heaters in several buildings required by code. The electrical duct heaters were later added to the project scope through ASI #10.
9. Because the 125-day unforeseen condition delay under ASI #9 overlaps partially with the ASI #10 delay, the AE is responsible for only the remaining 170 days of the 295-day impact.

4.2 Responsibility Matrix

Contractor	Unforeseen	AE	Owner	**Net Impact**
0	125	170	0	295

Table 4 Responsibility Matrix

5. Definition

1. The term "longest-path" is defined as the interconnected chain of critical activities in which the total duration of that path is longer than any other path. For continuity of understanding across all present and forthcoming parties to view this document, the term "critical" will be used as the short form of the term "longest path."
2. The term "pre-impact schedule" can be defined as the "base" schedule or latest Owner-accepted schedule prior to the start of the subject delay event.
3. The term "Excusable Delays" is defined as delays that are unforeseeable and beyond the control of the contractor.
4. The term "Non-Excusable Delays" is defined as delays that are foreseeable or within the contractor's control.
5. The term "days" refers to calendar days unless otherwise specified.

6. Disclaimer

This review is intended to be in accordance with specification section 01 32 16 Construction Schedule Critical Path Method-CPM and section 01 26 00 Change Modification Procedures of the contract documents. This review does not include verification of compliance with contractual instruments or any other management operations related Change modification procedures. This review is not intended in any way to conflict with or misconstrue the program's management or contractual instruments or processes for settling cost or time changes. This review does not include verification of the program's change modification procedures. The findings, data, and recommendation contained in this review letter does not include or guarantee compliance with any local or international building code, or any validation that any referenced design is compliant with any engineering or architectural standards (building, structural, roofing, electrical, mechanical, plumbing, or any other construction discipline); this is the responsibility of the Owner and Authorities Having Jurisdiction. Any project delays, past, concurrent to, or future, other than the subject delay being reviewed herein, reflected in the Contractor's construction schedule are not approved or accepted as a result of comments or the recommendations contained throughout this review document. This review is intended to be independent in methodology and based on industry recommended practices for Time Impact Analysis, while also in orchestration with the stipulations and objectives of the above referenced program. AECOM notes that the analysis and report is quantitative in approach, not qualitative. Thus, any anecdotal reasoning or information that is counter to or outside of AECOM's independent investigation, or counter to the recommendation contained herein, AECOM reserves the right to consider those at a later time.

Appendix A

A.1 Pre-impact Dec 2021 Update (DD: 31-Dec-21)

A.2 Post-impact Dec 2021 Update (DD: 31-Dec-21) ASI #9

A.3 Post-impact Dec 2021 Update (DD: 31-Dec-21) ASI #10

Prepared by:

AECOM
Ibrahim Haider AECOM
cc: PPM Project Controls Group East Region
aecom.com

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Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1				**$ 74,141.00**	**0**	**0.90%**					
P.001838	South Broward HS - SMART Program Renovations	1	06.14.2022	$ 65,629.00	0	0.79%	Johnson-Laux Construction, LLC	Owner's Request	The Contractor is to provide labor and materials for cabinetry, tables, countertops and student desks in ten (10) stem labs in Building 6.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	9	06.14.2022	$ 8,512.00	0	0.10%	Johnson-Laux Construction, LLC	Unforeseen	The Contractor is to provide additional labor and materials to install vapor barrier in Building 6.	$ 8,275,545.00	12.28.2020
Superintendent Letter CO				**$ 597.00**	**0**	**0.01%**					
P.001838	South Broward HS - SMART Program Renovations	6	03.31.2023	$ 597.00	0	0.01%	Johnson-Laux Construction, LLC	Unforeseen	Contractor provided labor and material to remove the existing deteriorated guardrail.	$ 8,275,545.00	12.28.2020
Change Order: 2				**$ 310,050.00**	**0**	**3.75%**					
P.001838	South Broward HS - SMART Program Renovations	11	04.11.2023	$ 310,050.00	0	3.75%	Johnson-Laux Construction, LLC	Unforeseen	During construction, additional moisture testing was performed and showed unacceptable elevated moisture. The contractor will provide labor and materials to remove and replace the substrate on multiple roofs.	$ 8,275,545.00	12.28.2020
Superintendent Letter CO				**$ 5,345.00**	**0**	**0.06%**					
P.001838	South Broward HS - SMART Program Renovations	22	04.19.2023	$ 5,345.00	0	0.06%	Johnson-Laux Construction, LLC	Unforeseen	An expnasion joint hidden within the existing structure was not properly flashed. The Contractor installed a new expansion joint at Breezeway B and Building 2D wall.	$ 8,275,545.00	12.28.2020
Change Order: 3				**$ 3,239.00**	**0**	**0.04%**					
P.001838	South Broward HS - SMART Program Renovations	14	05.09.2023	$ 3,239.00	0	0.04%	Johnson-Laux Construction, LLC	Unforeseen	During demolition of Building 18's roof it was discovered there was rotted wood that requires replacement. Therefore, the Contractor is to remove and replace deteriorated wood roofing members.	$ 8,275,545.00	12.28.2020
Change Order: 4				**$ 25,329.00**	**0**	**0.31%**					
P.001838	South Broward HS - SMART Program Renovations	19	07.18.2023	$ 5,624.00	0	0.07%	Johnson-Laux Construction, LLC	Unforeseen	During demolition of the stucco on roof areas 1A and 1B, it was discovered that additional flashing would be needed in order to completely cover the parapet wall. Therefore, the Contractor is to provide labor, material and equipment to install new membrane on the roof wall on Buildings 1A and 1B.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	24	07.18.2023	$ 19,705.00	0	0.24%	Johnson-Laux Construction, LLC	Consultant Error	During field verification, seven (7) condensing units and six (6) roof fans were discovered that were not shown on plans. Therefore, the Contractor is to provide additional labor, material and equipment to demolish, furnish and install electrical connections for the condensing units and roof fans.	$ 8,275,545.00	12.28.2020
Change Order: 5				**$ 10,620.00**	**0**	**0.13%**					
P.001838	South Broward HS - SMART Program Renovations	12	08.08.2023	$ 5,814.00	0	0.07%	Johnson-Laux Construction, LLC	Unforeseen	It was discovered during demolition that a portion of the existing metal roof deck was damaged. The Contractor is to provide labor and material to replace the metal deck on Building 20.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	13	08.08.2023	$ 2,106.00	0	0.03%	Johnson-Laux Construction, LLC	Unforeseen	While cutting the stucco of Breezeway A for flashing purposes, the roofing contractor encountered drywall instead of concrete. Therefore, the Contractor is to provide labor, material, and equipment to remove the drywall, replace it with concrete, and repair the stucco.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	23	08.08.2023	$ 2,700.00	0	0.03%	Johnson-Laux Construction, LLC	Unforeseen	During construction, it was discovered that the existing fasteners at the metal canopy are corroded and cannot be used to reinstall the panels. Therefore, the Contractor is to provide labor and material to install new stainless-steel screws at the metal canopy.	$ 8,275,545.00	12.28.2020
Change Order: 6				**$ 16,070.00**	**0**	**0.19%**					
P.001838	South Broward HS - SMART Program Renovations	26	12.12.2023	$ 16,070.00	0	0.19%	Johnson-Laux Construction, LLC	Consultant Omission	During the process of changing the roof drain for Building 5, the Contractor discovered that there is a network of conduit-connected smoke detectors fixed to the underside of the wood roof deck, above the fire-rated hard ceiling. To mitigate the risk of a screw passing through the wooden deck into the smoke detectors or pipes, the Contractor is to provide labor and materials to open sections of the hard ceiling to assess the location of the existing smoke detectors and prevent damaging them.	$ 8,275,545.00	12.28.2020
Change Order: 7				**$ 16,612.00**	**0**	**0.20%**					
P.001838	South Broward HS - SMART Program Renovations	15	01.23.2024	$ 16,612.00	0	0.20%	Johnson-Laux Construction, LLC	Consultant Error	Original design called for the existing stucco on Building 7 to remain and for the flashing to be installed over the stucco. However, during demolition, it was discovered that several areas of existing stucco were found to be partially delaminated from the substrate, preventing the roofing contractor from proceeding with proper flashing installation. Therefore, the Contractor is to provide labor, material, and equipment to remove stucco for several buildings to install flashing.	$ 8,275,545.00	12.28.2020
Change Order: 8				**$ 15,159.00**	**0**	**0.18%**					
P.001838	South Broward HS - SMART Program Renovations	2	02.21.2024	$ 15,159.00	0	0.18%	Johnson-Laux Construction, LLC	Unforeseen	During demolition of the existing ceiling, it was discovered that the existing ducts were improperly supported in the ceiling tile system which could cause further damage. Therefore, the Contractor is to provide labor, material and equipment to properly hang the existing ducts from the building structure in Building 6.	$ 8,275,545.00	12.28.2020
Change Order: 9				**$ 59,923.00**	**0**	**0.72%**					
P.001838	South Broward HS - SMART Program Renovations	20	05.21.2024	$ 10,875.00	0	0.13%	Johnson-Laux Construction, LLC	Consultant Error	During construction, it was discovered that the existing roof drains are close to the parapet walls and do not allow proposed installation of the sump pumps. The Consultant recommended relocating the existing roof drains to accommodate the installation of the sump pumps. Therefore, the Contractor is to provide additional labor and material for relocating six (6) roof drains and piping.	$ 8,275,545.00	12.28.2020

P.001838	South Broward HS - SMART Program Renovations	36	05.21.2024	$ 49,048.00	0	0.59%	Johnson-Laux Construction, LLC	Unforeseen	The common wall between classrooms in Building 6 and the corridor that were labeled as "existing 1-hour resistive separation masonry wall" on the as-builts but it was discovered during construction that a fire-rated wall did not exist. Additionally, there is a false ceiling above the acoustical ceiling system with several holes, penetrations, and openings. Therefore, the Contractor is to provide labor and material to supply fire-rated drywall and fire caulking as needed to infill voids and penetrations at plaster ceiling and walls.	$ 8,275,545.00	12.28.2020
Change Order: 10				**$ 4,103.90**	**0**	**0.05%**					
P.001838	South Broward HS - SMART Program Renovations	18	07.23.2024	$ 1,442.00	0	0.02%	Johnson-Laux Construction, LLC	Unforeseen	The Contractor was requested to relocate two existing downspouts on the lower roof of Building 2 that were found to be too close to the wall.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	39	07.23.2024	$ 2,661.90	0	0.03%	Johnson-Laux Construction, LLC	Consultant Omission	The original construction documents did not include a supply air grill which is necessary to prevent condensation. The Contractor was requested to install and connect a supply air grill in the mechanical rooms as required by District standards.	$ 8,275,545.00	12.28.2020
Change Order: 11				**$ (973,322.02)**	**0**	**-11.76%**					
P.001838	South Broward HS - SMART Program Renovations	16	08.21.2024	$ 18,107.00	0	0.22%	Johnson-Laux Construction, LLC	Consultant Omission	Due to existing field conditions, installation of the roof drains on corrugated metal decking has to be altered in some locations, deviating from the plan. Therefore, the Contractor is requested to relocate and install new drain sump pump pans on the roofs of Buildings 2, 5, 9, and 11.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	28	08.21.2024	$ (1,153,742.14)	0	-13.94%	Johnson-Laux Construction, LLC	Unforeseen	Due to concerns regarding weight calculations of the existing foor structures, all roofs that have tectum, wood, and gypsum boards were removed from the scope of work to mitigate potential delays and ensure project efficiency. The removed scope will be completed by a CSMP contractor as a roof carve-out project. The funds necessary to complete this work were included in the Capital Fund Amendment approved on January 23, 2024.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	31	08.21.2024	$ 39,778.00	0	0.48%	Johnson-Laux Construction, LLC	Consultant Omission	Upon inspection of the roof, it was determined that a four directional gutter system is required to allow rainwater drainage. Therefore, the Contract will provide labor, material, and to install a new gutter system with downspouts.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	32	08.21.2024	$ 88,590.39	0	1.07%	Johnson-Laux Construction, LLC	Consultant Error	The initial construction documents indicated a smaller cooling tower structure pad with six (6) footings. However, approved engineer shop drawings later revealed a larger pad with ten (10) footings. Additional construction is required to accommodate the larger pad with footings. Therefore, the Contractor is to provide labor material and equipment for additional work to accommodate new cooling tower structural support installation.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	40	08.21.2024	$ 33,944.73	0	0.41%	Johnson-Laux Construction, LLC	Consultant Error	Due to discrepancies between the original designs and District specifications related to the gutters and downspounts, the existing roofing underlayment was exposed much longer than the allowable 90 days. Therefore, the Contractor is directed to provide additional labor and material to recover and secure the underlayment on Roof 9D to comply with warranty requirements.	$ 8,275,545.00	12.28.2020
Superintendent Letter CO				**$ 91,179.89**	**0**	**1.10%**					
P.001838	South Broward HS - SMART Program Renovations	33	09.10.2024	$ 8,896.00	0	0.11%	Johnson-Laux Construction, LLC	Consultant Omission	The construction documented show six (6) pumps connected to three (3) chillers. Field verification revealed that there were two (2) additional pumps. The Contractor will provide labor, material, and equipment to make the mechanical installation and controls of the chiller area and cooling tower pick up isolation valve status for the additional pumps connected to the chillers.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	34	09.10.2024	$ 8,719.45	0	0.11%	Johnson-Laux Construction, LLC	Consultant Omission	The Contractor is to provide labor, materials and equipment to relocate an existing chiller water piping that was covered by an existing ductwork.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	35	09.10.2024	$ 3,879.00	0	0.05%	Johnson-Laux Construction, LLC	Unforeseen	When demolition of the soffit and gutter around Building 9 was performed, it was discovered that steel beams protruded from the face of Building 12 by 1-2 inches. To comply with the installation of the metal plate, it is required for the Contractor to cut the existing protruding steels beams.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	38	09.10.2024	$ 69,685.44	0	0.84%	Johnson-Laux Construction, LLC	Consultant Error	Roof 9J ws not previously in the scope of work. After demolition of the faux wall at the north side of Building 9, it was discovered that a section of Roof 9J was left exposed leaving the roof without roofing. The Contractor is to provide additional material and labor to replace the roofing of Roof 9J and to protect the affected roof area while waiting for Architectural Supplemental Information.	$ 8,275,545.00	12.28.2020
Change Order: 12				**$ -**	**972**	**0.00%**					
P.001838	South Broward HS - SMART Program Renovations	7	10.15.2024	$ -	972	0.00%	Johnson-Laux Construction, LLC	See Description	Due to multiple factors which includes mechanical equipment delivery time, owner representative submittal review time, replacement of electrical subcontractor, material shortages and restricted access to buildings because of reduced swing space. These various issues impacted the critical path of the project by 972 days. Responsibility breakdown as follows: A/E = 16 days, Unforeseen= 551 days, Material/supplier= 405 days	$ 8,275,545.00	12.28.2020
Superintendent Letter CO				**$ 27,023.37**	**0**	**0.33%**					
P.001838	South Broward HS - SMART Program Renovations	37	10.23.2024	$ 27,023.37	0	0.33%	Johnson-Laux Construction, LLC	Consultant Omission	The drawings specify the installation of a disconnect for each AHU. The EOR suggeested additional motor starters in lieu of a disconnect. Therefore, the Contractor is to provide additional labor and material to provide, install, and connect additional motor starters for each AHU.	$ 8,275,545.00	12.28.2020
Superintendent Letter CO				**$ 10,487.44**	**0**	**0.13%**					
P.001838	South Broward HS - SMART Program Renovations	47	10.23.2024	$ 10,487.44	0	0.13%	Johnson-Laux Construction, LLC	Consultant Omission	Replacement of the back row of lights at the auditorium were not in the originsl construction documents. Therefore, the Contractor is to provide additional labor and material to provide, install and connect additional lights in the auditorium as per architectural supplemental information.	$ 8,275,545.00	12.28.2020
Change Order: 13				**$ 259,439.72**	**0**	**3.14%**					

P.001838	South Broward HS - SMART Program Renovations	49	02.19.2025	$	259,439.72	0	3.14%	Johnson-Laux Construction, LLC	Consultant Omission	Upon demolition of the existing sound curtains, it was discovered that there are old window openings and conduits installed on the surface of the walls. This prevents the acoustical panels installation as per the manufacturer's specifications. Therefore, the Contractor is to provide labor, material and equipment to adjust the walls and existing surfaces for the installation of the new acoustical panels in the Auditorium.	$	8,275,545.00	12.28.2020
Change Order: 14				**$**	**17,916.78**	**0**	**0.22%**						
P.001838	South Broward HS - SMART Program Renovations	46	04.15.2025	$	13,586.84	0	0.16%	Johnson-Laux Construction, LLC	Owner's Request	During construction, it was identified that high traffic generated cracks and damage on the concrete sidewalks in the northwest area of the school. After consultation with the architect on record, it was determined that the concrete sidewalks required repair to avoid accidents. Therefore, the Contractor is to provide labor and material for restoring concrete sidewalks at the northwest area of the school.	$	8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	55	04.15.2025	$	3,373.38	0	0.04%	Johnson-Laux Construction, LLC	Consultant Error	During construction, it was identified by the Contractor that there was a duct that is too close to the roof preventing proper flashing work, which was not indicated in the contract documents. Therefore, the Contractor is to provide labor, material and equipment to install flashing work per BCPS specifications around an existing ductwork that is too close to the roof.	$	8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	56	04.15.2025	$	956.56	0	0.01%	Johnson-Laux Construction, LLC	Unforeseen	During construction, leaks were discovered due to the existing main valve is not working properly. This issue prevented welding work from being carried out to complete the bathroom renovation. Therefore, the Contractor is to provide labor, material and equipment to demo, furnish and install a new main valve in Building 6 above the ceiling of the restrooms.	$	8,275,545.00	12.28.2020
Change Order: 15				**$**	**-**	**202**	**0.00%**						
P.001838	South Broward HS - SMART Program Renovations	54	05.13.2025	$	-	202	0.00%	Johnson-Laux Construction, LLC	Unforeseen	During demolition, it was discovered that there were electrical and fire alarm conduits blocking the installation of the new acoustical wall panel. This change order represents the request for the delays associated with additional time required to receive a response to proceed with acoustical panel installation. This change order represents the request for the delays related to the installation of the acoustical panel.	$	8,275,545.00	12.28.2020
Change Order: 16 (SCO)				**$**	**9,750.33**	**0**	**0.12%**						
P.001838	South Broward HS - SMART Program Renovations	57	06.17.2025	$	9,750.33	0	0.12%	Johnson-Laux Construction, LLC	Consultant Error	To comply with the installation of the gutters indicated in ASI#7, the existing holes and pipes were originally intended to be used to connect the new gutters with the existing drain system. However, after the work was completed-including passing inspections-the AOR changed the directive, requiring the gutters to be routed outside the building, and the work was adjusted accordingly. As a result, the holes and sections of cast iron pipe were left exposed. According to the OR, these pipes must now be cut and covered with a galvanized metal plate as per GRFI #128. Provide additional labor and materials to cut the existing protruding pipes at the roofline flush with the existing wall and cover (8) holes from the previous rainwater drain system with the required materials.	$	8,275,545.00	12.28.2020
Change Order: 17 (SCO)				**$**	**16,117.95**	**0**	**0.19%**						
P.001838	South Broward HS - SMART Program Renovations	60	07.14.2025	$	2,411.47	0	0.03%	Johnson-Laux Construction, LLC	Unforeseen	During demolition, the plumbing subcontractor encountered unforeseen existing conditions, including a back pitch in the existing piping, which made it impossible to reuse the pipe for the new connection as originally planned. To avoid a full demolition of the restrooms and a significant increase in project costs, the subcontractor proposed an alternative solution. Provide material and labor to re-route and install a new piping underground for the ADA Restrooms in building #6.	$	8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	63	07.14.2025	$	13,706.48	0	0.17%	Johnson-Laux Construction, LLC	Consultant Omission	The project drawings do not show specific details regarding the installation of guard rails over or on the metal deck. Provide additional Labor and material to install a reinforcement structure to support the new guard rails on Building #11.	$	8,275,545.00	12.28.2020
Change Order: 18				**$**	**66,785.03**	**0**	**0.81%**						
P.001838	South Broward HS - SMART Program Renovations	62	07.22.2025	$	11,063.36	0	0.13%	Johnson-Laux Construction, LLC	Consultant Error	To expedite the auditorium renovation, demolition was required to assess the actual field conditions. After closing the previous openings, the walls were now flush with the exisiting beams with no recess to install the angle as specified in the original drawings. Therefore, the Contractor is to provide labor, material and equipment to install metal plates with anchors instead of a steel angle to secure the structure.	$	8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	69	07.22.2025	$	55,721.67	0	0.67%	Johnson-Laux Construction, LLC	Unforeseen	During construction it was discovered that the existing ceiling and walls are not fire-rated and could not pass inspection for occupancy. Therefore, the Contractor is to provide labor, material and equipment to furnish, install and connect fire dampers, replace the existing window with a fire-rated wall, cover and patch existing ceiling holes to make the room compliant for occupancy.	$	8,275,545.00	12.28.2020
Change Order: 19				**$**	**5,333.96**	**0**	**0.06%**						
P.001838	South Broward HS - SMART Program Renovations	59	08.01.2025	$	5,333.96	0	0.06%	Johnson-Laux Construction, LLC	Consultant Error	The existing shut-off button is located in the center of the area designated for the new, code-required exit door. The device must be relocated to allow for proper installation of the door, as shown on the plans. Provide labor and materials to remove, relocate, and reconnect the emergency shut-off button in Room 621.	$	8,275,545.00	12.28.2020
Change Order: 20 (SCO)				**$**	**167,888.05**	**0**	**2.03%**						
P.001838	South Broward HS - SMART Program Renovations	66	10.16.2025	$	94,578.18	0	1.14%	Johnson-Laux Construction, LLC	Consultant Omission	Duct heaters, a requirement under BCPS Standards, are absent from the approved plans for Building 2. Therefore, the Contractor is to provide labor, material and equipment to install and connect additional electric duct heaters in building 2.	$	8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	68	10.16.2025	$	40,216.57	0	0.49%	Johnson-Laux Construction, LLC	Consultant Omission	Due to clearance restrictions, the initially permitted plan for one electric duct heater is not feasible. The Engineer of Record (EOR) has opted to modify the ductwork and install two smaller electric duct heaters to meet the required manufacturer and BCPS standard clearance requirements. Therefore, the Contractor is to provide labor, material and equipment to install and connect additional electric duct heaters in building 10.	$	8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	71	10.16.2025	$	33,093.30	0	0.40%	Johnson-Laux Construction, LLC	Consultant Omission	While the original plans did not account for insulation, its inclusion is required to comply with BCPS standards. Therefore, the Contractor is to provide labor, material and equipment to install 2” rigid insulation in the auditorium.	$	8,275,545.00	12.28.2020

Change Order: 20 (SCO)				**$**	**44,802.03**	**0**	**0.54%**					
P.001838	South Broward HS - SMART Program Renovations	67	10.22.2025	$	44,802.03	0	0.54%	Johnson-Laux Construction, LLC	Consultant Omission	Building 9 duct heaters are missing from the permitted set of plans but are required to be installed per FBC and BCPS Standards. Provide additional labor and material to provide, install and connect additional Electric Duct Heaters in building #9.	$ 8,275,545.00	12.28.2020
Change Order: 21 (SCO)				**$**	**5,427.44**	**0**	**0.07%**					
P.001838	South Broward HS - SMART Program Renovations	70	Pending Superintendent Signature	$	5,427.44	0	0.07%	Johnson-Laux Construction, LLC	Consultant Omission	Additional fire alarm devices were not reflected on the construction drawings during bidding and were added to the permitted ASI after the contract was awarded. Provide additional labor and material to provide, install and connect additional Fire Alarm Devices in building #6	$ 8,275,545.00	12.28.2020
Change Order: 22				**$**	**-**	**0**	**0.00%**					
P.001838	South Broward HS - SMART Program Renovations	73	Pending Board Approval 02.10.2026	$	-	295	0.00%	Johnson-Laux Construction, LLC		The 170-day delay is primarily due to an expanded scope involving Electrical Duct Heaters (EDHs) in Buildings 2, 9, and 10, classified as a Consultant Error. This additional work necessitated longer lead times, extended installation durations, and meticulous activity sequencing. Despite proactive coordination to expedite approvals and material releases, this scope remains ongoing and has impacted the project's critical path. The original bid included a fire-resistive wall installation between classroom 612 and the corridor; however, during demolition, the Contractor discovered that the exterior face of the classroom wall was constructed with metal lath and stucco. This unexpected condition resulted in a further 125-day delay, also affecting the project's critical path. **Unforeseen - 125 Days, Consultant Error - 170 Days**	$ 8,275,545.00	12.28.2020
Grand Totals:				**$**	**290,018.87**	**1,174**	**3.50%**					

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #22
JOHNSON-LAUX CONSTRUCTION, LLC
South Broward High School
P.001838

School Board Meeting: 02.10.2026

The financial impact of this item is $0.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is no impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director of Capital Budget

Omar Shim - 01/26/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-6.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Change Order #35 - Nova HS, P.001817

REQUESTED ACTION:

Approve Change Order #35 in the amount of $130,267.61. District 6

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcomes/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Change Order
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

This item is funded from the current project budget and requires $130,267.61 additional spending authority.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jan 26,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – *Task Assigned*
Phone: 754-321-2659

EXECUTIVE SUMMARY

Change Order #35
James B. Pirtle Construction Company, Inc.
Jorge A. Guitierrez Architect, LLC
Nova High School, Davie
Project No. P.001817
ITB FY17-154C

MASTER PROJECT SUMMARY

Total Project Budget
Original D.E.F.P. Budget: $ 19,833,000.00
Approved Add. Funding:$ 11,009,833.76
(JJ-3, 02/05/19); (JJ-7, 02/15/23); (JJ-12, 01/23/24)
New Funding Request: $ _____
Current Revised Budget: $30,842,833.76

Total Project Schedule Summary
-Notice to Proceed: 04/04/2019

-Current Projected Substantial Completion Date: 09/30/2026

-Current Projected Final Completion Date: 02/27/2027

Change Order Analysis

Consultant Error	0.27%
Consultant Omission	3.55%
Owner's Request	-4.65%
Unforeseen	0.01%
Tax Savings from DOP	-0.86%
Total	**-1.68%**

Board Meeting Date: February 10, 2026

Recommended Action
Approve Change Order #35 in the amount of $130,267.61.

District-zone Impact: District 6

Impact if the Board Voted Yes or No:
-If the Board votes "Yes": The Contractor will be compensated for additional work to install additional fire alarm devices required to provide a code compliant fire alarm system.
-If the Board votes "No": A delay in the approval of this item may adversely affect ongoing work and scheduled inspections.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	25,422,614.00	846 Days
AMENDMENT TO CONTRACT:	$	400,000.00	157 Days
DIRECT OWNER PURCHASE(S):	$	(3,840,601.28)	0 Days
PREVIOUSLY APPROVED CO'S:	$	(858,589.54)	196 Days
CURRENT CO REQUEST:	$	130,267.61	0 Days
CURRENT REVISED CONTRACT:	$	**21,253,690.79**	**1,199 Days**

Status of Work:
The contract work is 99% complete. The project is expected to achieve Substantial Completion by September 30, 2026, and Final Completion by February 27, 2027. This is not the final change order for this Project.

Background/History
The scope of work for the project includes art room renovation and equipment, electrical improvements, fire alarm, fire sprinklers, HVAC improvements, media center improvements, music room renovation, safety/security upgrade, STEM lab improvements, and building envelope improvements.

Change Order Items:
Item #1 – (COI #47) Installation of Additional Fire Alarm Devices: During rough device inspections, the inspector required additional devices, relocation of devices and changes in the notification volume to achieve code compliance. Therefore, the Contractor is to provide labor, material and equipment to install additional fire alarm devices which are required to provide a code compliant fire alarm system. These devices include the following; seventeen (17) smoke detectors, five (5) heat detectors, eight (8) indoor speakers/strobe, six (6) outdoor speakers/strobe, two (2) explosion probe heat detectors, thirteen (13) pull stations, eight (8) relay modules, two (2) duct smoke detectors, two (2) key switches, twelve (12) cover protectors, twenty-one (21) bases. (Consultant Omission – $130,267.61; Add 0 Days)

Action Plan:
This change order has been reviewed for entitlement by AECOM and for cost by AtkinsRealis. The above-referenced Change Order Item, COI #47, received a recommendation for approval by the Change Order Review Panel (CORP). **This change order is being presented to the School Board for approval because its value exceeds the Superintendent's change order approval limit of $100,000 per change order under Policy 8000.** Future requests from the Contractor for additional time, which are supported by a Time Impact Analysis (TIA), shall be analyzed by an Independent Claims Analyst Forensic Scheduler, and if acceptable shall be presented to the Board for consideration of approval at a future Board Meeting.

The former Architect (ACAI Associates) is out of business and cannot provide information or be held accountable for past work related to the specified reason code. The new Architect (Jorge A. Gutierrez) assumed the role on November 13, 2024, and therefore holds no responsibility for the reason code.

Alignment to 2027 Goals and Guardrails
Business Operations.

Measurable Outcome(s)/Return on Investment
There is no measurable outcome or return on investment associated with this item. This item ensures that the Contractor is compensated for additional work required to install additional fire alarm devices, required to provide a code compliant fire alarm system.

Financial Impact
The financial impact of this item is $130,267.61 and will be funded from the current project budget.

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311 **(754) 321-1500**

Document 01250g (00 63 63)-Construction Change Order-Item # 47

Facility Name:	Nova High School	Date:	12.04.2025
Project Name:	Nova HS - SMART Program Renovations	Project #	P.001817
Location No:	1281		
Contractor:	JAMES B. PIRTLE CONSTRUCTION COMPANY, INC. 5700 GRIFFIN ROAD DAVIE,FL 33314	Reference Letter Dated:	

Description of Change:
Provide material and labor to furnish additional fire alarm devices.

Attachments:

Reason For Change:
Based on failed fire alarm inspections, additional fire alarm devices were required to provide a code compliant fire alarm system. The original A/E is no longer in business, and the new A/E is not responsible for the Reason Code.

Summary:
Total Credits and/or Added Costs: Add: $130,267.61
Deduct:
The Contract Time will remain unchanged. 0 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Natalia Cordovilla 12.19.2025	Jessica Eiermann 12.22.2025	Mark Miller 12.22.2025
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Natalia Cordovilla	Jessica Eiermann	Mark Miller
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
JORGE A. GUTIERREZ ARCHITECT LLC	JAMES B. PIRTLE CONSTRUCTION COMPANY, INC.	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☐Unforeseen ☐Consultant Error ☒Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1				**$ 16,746.00**	**0**	**0.07%**					
P.001817	Nova HS - SMART Program Renovations	8	07.21.2020	$ 16,746.00	0	0.07%	James B. Pirtle Construction Company, Inc.	Consultant Error	Provide labor and materials to replace existing aluminum feeder wire in Building 15 with copper feeder wire to meet code compliance.	$ 25,422,614.00	04.04.2019
Change Order: 2				**$ 113,557.00**	**0**	**0.45%**					
P.001817	Nova HS - SMART Program Renovations	2	08.19.2020	$ 20,188.00	0	0.08%	James B. Pirtle Construction Company, Inc.	Owner's Request	Provide labor and material to install owner requested sidewalk to access single point of entry for school opening.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	4	08.19.2020	$ 88,965.00	0	0.35%	James B. Pirtle Construction Company, Inc.	Owner's Request	After receiving confirmation that the product was not included in the District's contract, the Soundlok rooms and associated mechanical and electrical connections were subsequently added back to the project by the owner after the approved GMP.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	18	08.19.2020	$ 4,404.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	Installation of new fire protection for Building 6 Mechanical Room was required to meet code compliance.	$ 25,422,614.00	04.04.2019
Change Order: 3				**$ (204,152.00)**	**0**	**-0.80%**					
P.001817	Nova HS - SMART Program Renovations	14	01.20.2021	$ 9,103.00	0	0.04%	James B. Pirtle Construction Company, Inc.	Consultant Omission	Drawings called for exterior lights for Building 6. Upon further inspection, it was discovered that there was no existing conduit or branch circuit to provide power for the lighting. Therefore, labor, equipment, and materials were expended to install the four exterior lights with new conduit and branch circuit.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	27	01.20.2021	$ (263,884.00)	0	-1.04%	James B. Pirtle Construction Company, Inc.	Owner's Request	After the roof testing and inspection of Buildings 6 & 15, it was discovered that the demolition and removal of the gypsum roofs would not be required. The removal of this scope of work resulted in a credit to the Owner.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	30	01.20.2021	$ 2,954.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Consultant Error	The electrical panel (ELF) in Room 232 required clearances in front of the panel. To provide the required clearances, the panel needed to be recessed on an existing CMU wall due to lack of space. It was decided that recessing the panel on an existing CMU wall would have been too expensive. Therefore, the panel was relocated to room 217 in building 6, to provide the required front clearances.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	31	01.20.2021	$ 833.00	0	0.00%	James B. Pirtle Construction Company, Inc.	Consultant Omission	Upon inspection, it was discovered that the partition wall in Room 136 at building 3 was interfering with the full development of the fire sprinkler pattern, thus leaving a small corner of the cubicle unprotected. The EOR indicated that providing one (1) additional sprinkler head would resolve the issue. As a result, labor, equipment, and materials are required to install the additional sprinkler head, hardware and related piping to complete the fire protection scope of work.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	34	01.20.2021	$ 17,963.00	0	0.07%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The existing exterior egress doors (343 and 346) in Building 16 no longer comply with the current Florida building code. As a result, labor, equipment, and material was expended for the removal and installation of two (2) new exterior egress doors.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	36	01.20.2021	$ 28,879.00	0	0.11%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The feeder wires to panel 14HA in Building 11 failed inspection. As a result, labor, equipment, and material will be required to replace these feeder wires to meet Code.	$ 25,422,614.00	04.04.2019
Change Order: 4				**$ 13,516.00**	**0**	**0.05%**					
P.001817	Nova HS - SMART Program Renovations	3	04.20.2021	$ 13,516.00	0	0.05%	James B. Pirtle Construction Company, Inc.	Consultant Error	Sizes of existing ductwork was based on limited observation during pre-construction. Once selective demolition was implemented, existing condition exposed different size ducts. Therefore, labor, material and equipment are required to install new correct size ductwork in Building 6.	$ 25,422,614.00	04.04.2019
Change Order: 5				**$ 4,382.00**	**0**	**0.02%**					
P.001817	Nova HS - SMART Program Renovations	16	05.18.2021	$ 4,382.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The VAV for the sound lock room was not included in the original scope of work and as such, was not a part of the electrical permitted drawings. Therefore, labor, material and equipment are required to install (4) VAV devices for Building 15.	$ 25,422,614.00	04.04.2019
Change Order: 6				**$ 130,063.00**	**0**	**0.51%**					
P.001817	Nova HS - SMART Program Renovations	17	07.20.2021	$ 130,063.00	0	0.51%	James B. Pirtle Construction Company, Inc.	Consultant Omission	Original scope of work included fire protection in Buildings 05, 08, and 16. Per the Building Department, additional fire protection is required. Drawings did not include required fire protection in Building 05 interior covered stairwell on the 1st floor or for any exterior canopy or interior covered stairwell on the 2nd floor. Building 08 and Building 16 did not depict any sidewall sprinkler heads. Drawings were revised by the design team to include fire sprinkler coverage required for Buildings 05, 08, and 16. Therefore labor, materials, and equipment are required for the installation of the additional fire protection.	$ 25,422,614.00	04.04.2019
Change Order: 7				**$ 33,730.00**	**196**	**0.13%**					

P.001817	Nova HS - SMART Program Renovations	19	09.14.2021	$	33,730.00	196	0.13%	James B. Pirtle Construction Company, Inc.	Owner's Request	As a result of failed inspection scope in room 388, the Consultant on record approved additional services, which included deliverables to add the equipment back into the scope. The existing transformer must be relocated to be brought into compliance. Therefore, Contractor is to provide labor, material, and equipment to furnish and install the new transformer and enclosed circuit breaker in the electrical room and all miscellaneous materials, replacing and repairing existing primary feeders found in existing high voltage gutter.	$ 25,422,614.00	04.04.2019
Change Order: 8				**$**	**48,708.00**	**0**	**0.19%**					
P.001817	Nova HS - SMART Program Renovations	20	10.12.2021	$	6,633.00	0	0.03%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The initial drawings do not indicate the use of VAV's (Variable Air Volume) in the soundlock room but it is required to account for airflow control/distribution to be compliant with Building Code. Therefore, the Contractor is to provide labor, material and equipment to add a VAV device in the Soundlock Room.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	21	10.12.2021	$	42,075.00	0	0.17%	James B. Pirtle Construction Company, Inc.	Owner's Request	It was discovered upon inspection that the following additional improvements were needed: fire-rating of existing walls, provision of new electrical connections, door replacement, floor improvements, acoustical ceilings and lighting upgrades, piping installation, new emergency light fixtures, a new wall partition, and relocation of three (3) fire alarm devices. Therefore, the Contractor is to provide additional labor, material and equipment to complete these building improvements in Building 15.	$ 25,422,614.00	04.04.2019
Change Order: 9				**$**	**23,876.00**	**0**	**0.09%**					
P.001817	Nova HS - SMART Program Renovations	22	12.14.2021	$	21,230.00	0	0.08%	James B. Pirtle Construction Company, Inc.	Owner's Request	Although duct cleaning was shown on the drawings it was omitted from negotiations. Therefore, the Contractor is to provide labor, material and equipment to clean existing ducts in building 16 to be in compliance with the Building Code.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	23	12.14.2021	$	2,646.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Consultant Omission	It was discovered upon inspection that additional improvements were not included in the contract documents. Therefore, the Contractor is to provide labor, material and equipment to install eight (8) sprinkler heads at existing alcoves for additional fire protection.	$ 25,422,614.00	04.04.2019
Change Order: 10				**$**	**32,803.00**	**0**	**1.31%**					
P.001817	Nova HS - SMART Program Renovations	24	04.19.2022	$	3,453.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Owner's Request	The Contractor is to provide labor, material and equipment to add fire alarm devices at Sound Lock Rooms in Building 15.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	25	04.19.2022	$	29,350.00	0	0.12%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The Contractor is to provide labor, material, and equipment to install two (2) exterior opening and walkways at Building 15.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	28*	04.19.2022	$	300,040.00	0	1.18%	James B. Pirtle Construction Company, Inc.	Consultant Omission	This change order is for the additional labor, materials, and equipment to upgrade the existing portable (31) fire alarm system at the Nova HS campus from an existing Fire Lite system to a Voice Annunciation system.	$ 25,422,614.00	04.04.2019
Change Order: 11				**$**	**3,123.00**	**0**	**0.01%**					
P.001817	Nova HS - SMART Program Renovations	13	07.19.2022	$	3,123.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Owner's Request	The Contractor is to provide labor and materials to install additional ductwork and diffusers at the kitchen nonfood storage room.	$ 25,422,614.00	04.04.2019
Change Order: 12				**$**	**4,095.00**	**0**	**0.02%**					
P.001817	Nova HS - SMART Program Renovations	32	08.17.2022	$	4,095.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The Contractor is to provide labor, materials, and equipment for changes to the electrical design which includes additional exterior lighting and branch circuits.	$ 25,422,614.00	04.04.2019
Change Order: 13				**$**	**4,288.00**	**0**	**0.02%**					
P.001817	Nova HS - SMART Program Renovations	11	09.13.2022	$	4,288.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Owner's Request	The Contractor is to provide labor, materials and equipment to change air handling unit #13 located in Building 13, from a horizontal dual path unit to a face and bypass unit.	$ 25,422,614.00	04.04.2019
Change Order: 14				**$**	**20,661.00**	**0**	**0.08%**					
P.001817	Nova HS - SMART Program Renovations	1	12.13.2022	$	5,298.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The Contractor is to provide labor, materials and equipment for new supply fans in Building 33.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	50	12.13.2022	$	5,841.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The Contractor is to provide labor, material and equipment to furnish a new sink and hot water heater in Building 15.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	51	12.13.2022	$	2,940.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The Contractor is to provide labor and materials to install new conduit, wiring, and connections to two (2) new hand dryers in restroom.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	52	12.13.2022	$	2,955.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Consultant Error	The Contractor is to provide labor and materials for the new routing of rainwater leader piping in Building 14 which consists of media center and classrooms.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	53	12.13.2022	$	3,627.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Owner's Request	The Contractor is to provide additional labor, materials and equipment for the addition of new insulation at the interior roof drain piping in Building 32.	$ 25,422,614.00	04.04.2019
Change Order: 15				**$**	**3,051.00**	**0**	**0.01%**					
P.001817	Nova HS - SMART Program Renovations	54	01.18.2023	$	3,051.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The contract drawings did not indicate a hot water supply for the art room sink in Building 6 (classrooms, STEM labs, teacher planning, art room). The Contractor is to provide labor, material, and equipment to add a tankless water heater.	$ 25,422,614.00	04.04.2019
Change Order: 16				**$**	**8,041.00**	**0**	**0.03%**					
P.001817	Nova HS - SMART Program Renovations	29	02.15.2023	$	8,041.00	0	0.03%	James B. Pirtle Construction Company, Inc.	Consultant Error	The original contract documents depicted replacing three (3) new air handler units (AHUs) with new condensate lines to be connected at the point of discharge of the old AHUs. However, the new condensate discharge was lower than the existing condensate discharge and required revised drawings with new condensate line routing and the addition of pumps with p-traps. The Contractor is to provide labor, material, and equipment for the changes to the mechanical, electrical, and plumbing design of Building 5.	$ 25,422,614.00	04.04.2019
****Contingency Use Directive: 1**				**$**	**30,312.32**	**0**	**0.12%**					
P.001817	Nova HS - SMART Program Renovations	46	04.26.2023	$	30,312.32	0	0.12%	James B. Pirtle Construction Company, Inc.	Unforeseen	This change order is for labor and material costs associated with replacing pump motors at Building 18.	$ 25,422,614.00	04.04.2019

Change Order: 17				**$ (263,203.81)**	**0**	**-1.04%**					
P.001817	Nova HS - SMART Program Renovations	33	05.09.2023	$ (276,343.00)	0	-1.09%	James B. Pirtle Construction Company, Inc.	Owner's Request	This change order is being submitted to provide a credit for the labor and materials not expended to remove the gypsum decks at Building 17 and 18 and replace with metal decking.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	34	05.09.2023	$ 4,165.19	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	During construction, it was discovered that the new sink would not fit the intended space after the existing sink is removed. Therefore, the Contractor is to provide labor and material costs to provide a new utility sink in Building 37.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	55	05.09.2023	$ 4,744.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	During construction, it was discovered that there were existing louvers above the doors to the mechanical room which are required to install the new Exterior Insulation and Finish (EIFS) system. Therefore, the Contractor is to provide labor, material, and equipment to infill the exterior wall that is required at Building 13.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	56	05.09.2023	$ 4,230.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	During installation of the make-up air plenum, it was discovered that the existing ceramic tile clad walls obstructed the path of the new air flow, resulting in a change in the make-up air plenum design. Therefore, the Contractor is to provide labor, material, and equipment to install a new soffit at Building 12.	$ 25,422,614.00	04.04.2019
****Contingency Use Directive: 2**				**$ 16,745.00**	**0**	**0.07%**					
P.001817	Nova HS - SMART Program Renovations	37	05.13.2023	$ 16,745.00	0	0.07%	James B. Pirtle Construction Company, Inc.	Unforeseen	Provide all labor, materials, and equipment to replace the existing feeder wire that did not pass the megger test from Panel H in Building 12 to the portable disconnect switch in Building 14.	$ 25,422,614.00	04.04.2019
Change Order: 18				**$ 3,690.00**	**0**	**0.01%**					
P.001817	Nova HS - SMART Program Renovations	35	06.13.2023	$ 3,690.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Consultant Omission	During construction it was discovered that the initial contract documents specified a new Notice of Acceptance (NOA) rated window assembly in Building 13 but did not provide for infilling above the new window to complete the exterior structural assembly. Therefore, the Contractor is to provide labor, material, and equipment to provide the exterior wall infill above the new windows.	$ 25,422,614.00	04.04.2019
Change Order: 19				**$ 121,164.70**	**0**	**0.48%**					
P.001817	Nova HS - SMART Program Renovations	39	07.18.2023	$ 4,550.70	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	During construction it was discovered that the initial contract documents depicted the demolition and replacement of chilled water piping up to the main header in Building 13. Therefore, the Contractor is to provide labor, materials and equipment associated with changing the routing of chilled water piping.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	68	07.18.2023	$ 116,614.00	0	0.46%	James B. Pirtle Construction Company, Inc.	Consultant Omission	During construction it was discovered that additional fire alarm devices were originally omitted from the GMP documents and were identified as being necessary. Therefore, the Contractor is to provide labor, material and equipment to install the additional fire alarm devices.	$ 25,422,614.00	04.04.2019
Change Order: 20				**$ 23,872.00**	**0**	**0.09%**					
P.001817	Nova HS - SMART Program Renovations	63	09.12.2023	$ 23,872.00	0	0.09%	James B. Pirtle Construction Company, Inc.	Consultant Omission	Contract documents depicted exterior lights at Building 13 t be replaced, however, there are no exterior lights at Building 13. Therefore, The Contract is to provide labor and materials and install relays and wiring for the exterior lights that will be added.	$ 25,422,614.00	04.04.2019
Superintendent Letter CO				**$ (6,094.00)**	**0**	**-0.02%**					
P.001817	Nova HS - SMART Program Renovations	59	09.19.2023	$ (6,094.00)	0	-0.02%	James B. Pirtle Construction Company, Inc.	Owner's Request	This change order credit is for the labor and material to de-scope the new floor boxes, which were to be installed in the Building 14 media center.	$ 25,422,614.00	04.04.2019
****Contingency Use Directive: 3**				**$ 39,614.00**	**0**	**0.16%**					
P.001817	Nova HS - SMART Program Renovations	61	10.31.2023	$ 39,614.00	0	0.16%	James B. Pirtle Construction Company, Inc.	Unforeseen	Provide a credit for all labor, materials, and equipment for work anticipated, but ultimately not required, to be performed under GCO-24 Additional Fire Protection coverage per ASI-009 - Buildings 05, 08 & 16".	$ 25,422,614.00	04.04.2019
Superintendent Letter CO				**$ (48,636.00)**	**0**	**-0.19%**					
P.001817	Nova HS - SMART Program Renovations	73	11.07.2023	$ (48,636.00)	0	-0.19%	James B. Pirtle Construction Company, Inc.	Owner's Request	A credit from the Contractor for unused project funds inclusive of the bond not provided by the demolition subcontractor, millwork cabinet budget estimate, and window testing.	$ 25,422,614.00	04.04.2019
Superintendent Letter CO				**$ (5,480.00)**	**0**	**-0.02%**					
P.001817	Nova HS - SMART Program Renovations	38	12.08.2023	$ (5,480.00)	0	-0.02%	James B. Pirtle Construction Company, Inc.	Owner's Request	A credit from the Contractor for the cost of the electrical work in Building 25 which has been removed from the scope of work.	$ 25,422,614.00	04.04.2019
Superintendent Letter CO				**$ (4,843.00)**	**0**	**-0.02%**					
P.001817	Nova HS - SMART Program Renovations	75	01.11.2024	$ (4,843.00)	0	-0.02%	James B. Pirtle Construction Company, Inc.	Owner's Request	A credit from the Contractor for costs associated with windows, drywall/stucco, and painting remove dfrom the project scope.	$ 25,422,614.00	04.04.2019
Superintendent Letter CO				**$ (1,769.00)**	**0**	**-0.01%**					
P.001817	Nova HS - SMART Program Renovations	60	01.11.2024	$ (1,769.00)	0	-0.01%	James B. Pirtle Construction Company, Inc.	Consultant Omission	A credit from the Contractor for the labor to install wall-mounted exhaust fans in Building 26. This work was removed from the project scope due to existing conditions around the mounting.	$ 25,422,614.00	04.04.2019
Superintendent Letter CO				**$ 5,198.00**	**0**	**0.02%**					
P.001817	Nova HS - SMART Program Renovations	44	01.11.2024	$ 5,198.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The Contractor is to provide outside air louvers for the Unit Ventilators in Building 5 that were omitted from the permitted drawings.	$ 25,422,614.00	04.04.2019
Change Order: 21				**$ (626,789.00)**	**0**	**-2.47%**					
P.001817	Nova HS - SMART Program Renovations	74	01.23.2024	$ (626,789.00)	0	-2.47%	James B. Pirtle Construction Company, Inc.	Owner's Request	The original Contract Documents indicated that the gypsum decks were to be removed and replaced with metal decks at Buildings 1, 2, 13, 14, and 16. During a Roof Reality Check, it was determined that the existing decks were in good condition and could remain. The Contractor is to provide a credit for the labor and materials associated with the roof deck replacement.	$ 25,422,614.00	04.04.2019
Change Order: 22 (SCO)				**$ 24,647.00**	**0**	**0.10%**					
P.001817	Nova HS - SMART Program Renovations	51	01.29.2024	$ 24,647.00	0	0.10%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The GMP contract documents did not depict the mechanical room on the roof of Building 3. The Contractor is to provide fire alarms and fire sprinklers for the rooftop mechanical room.	$ 25,422,614.00	04.04.2019

Change Order: 23 (SCO)				**$ 2,909.50**	**0**	**0.01%**					
P.001817	Nova HS - SMART Program Renovations	37	02.16.2024	$ 2,909.50	0	0.01%	James B. Pirtle Construction Company, Inc.	Unforeseen	Mechanical room 284A was not conditioned, and the pair of double doors were louvered. It was deteremined that conditioned air needed to be provided to the mechanical room.	$ 25,422,614.00	04.04.2019
Change Order: 24 (SCO)				**$ 24,589.00**	**0**	**0.10%**					
P.001817	Nova HS - SMART Program Renovations	52	03.07.2024	$ 24,589.00	0	0.10%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The GMP contract documents did not depict the mechanical room on the roof of Building 4. The Contractor is to provide fire alarms and fire sprinklers and mechanical work at the rooftop	$ 25,422,614.00	04.04.2019
Change Order: 25 (SCO)				**$ (111,767.20)**	**0**	**-0.44%**					
P.001817	Nova HS - SMART Program Renovations	79	03.20.2024	$ (111,767.20)	0	-0.44%	James B. Pirtle Construction Company, Inc.	Owner's Request	Buyout saviings credit to the Owner for unused budget estimates that were included in the GMP for Art Room, Music Room, and STEM lab.	$ 25,422,614.00	04.04.2019
Change Order: 26 (SCO)				**$ (2,397.10)**	**0**	**-0.01%**					
P.001817	Nova HS - SMART Program Renovations	83	05.14.2024	$ (2,397.10)	0	-0.01%	James B. Pirtle Construction Company, Inc.	Owner's Request	Superior Electrical presented cost savings with the proposal of cabinets without a hinged door. This credit change order is for the furnish and installation of fire alarm terminal cabinets	$ 25,422,614.00	04.04.2019
Change Order: 27 (SCO)				**$ (219,570.57)**	**0**	**-0.86%**					
P.001817	Nova HS - SMART Program Renovations	18	10.21.2024	$ (219,570.57)	0	-0.86%	James B. Pirtle Construction Company, Inc.	Tax Savings	In accordance with the contract, this change order reconciles the current contract value by closing the Tax Savings of the DOP with the final amount of ($219,570.57).	$ 25,422,614.00	04.04.2019
Change Order: 28 (SCO)				**$ 23,805.87**	**0**	**0.09%**					
P.001817	Nova HS - SMART Program Renovations	80	01.31.2025	$ 23,805.87	0	0.09%	James B. Pirtle Construction Company, Inc.	Consultant Error	Installation of AHU 13-1 generated an issue of noise in classroom spaces that needed to be remediated. Provide material and labor to build out existing walls with new partitions to reduce the noise from AHU 13-1.	$ 25,422,614.00	04.04.2019
Change Order: 29 (SCO)				**$ (10,100.01)**	**0**	**-0.04%**					
P.001817	Nova HS - SMART Program Renovations	90	04.15.2025	$ (8,204.16)	0	-0.03%	James B. Pirtle Construction Company, Inc.	Owner's Request	New markerboards and fire extinguishers were included in the bidding process and turned out to be not needed. Provide credit for (10) new markerboards and (10) fire extinguishers with cabinets.	$ 25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	91	04.15.2025	$ (1,895.85)	0	-0.01%	James B. Pirtle Construction Company, Inc.	Owner's Request	Architectural Supplemental Information 064 was issued to remove the replacement of the door and window assembly from the project, as the existing conditions were not constructible due to a 2" difference between the sidewalk and the finish floor where the window/door was to be replaced. To provide credit for descoped window/door opening in building 13, FISH 299.	$ 25,422,614.00	04.04.2019
Change Order: 30 (SCO)				**$ (2,738.38)**	**0**	**-0.01%**					
P.001817	Nova HS - SMART Program Renovations	85	07.14.2025	$ (2,738.38)	0	-0.01%	James B. Pirtle Construction Company, Inc.	Owner's Request	New markerboards and fire extinguishers were included in the bidding process and turned out to be not needed. Provide credit for (10) new markerboards and (10) fire extinguishers with cabinets.	$ 25,422,614.00	04.04.2019
Change Order: 31 (SCO)				**$ (34,605.21)**	**0**	**-0.14%**					
P.001817	Nova HS - SMART Program Renovations	92	08.14.2025	$ (34,605.21)	0	-0.14%	James B. Pirtle Construction Company, Inc.	Owner's Request	The existing framing of these twelve doors at Building 5 was found to be structural elements consisting of channels that continued vertically over twenty feet to the building roof line and removal would not be able to be performed as a simple door frame replacement. Provide credit for labor and materials from the descoping of twelve exterior doors and doorframes at Building 5.	$ 25,422,614.00	04.04.2019
Change Order: 32 (SCO)				**$ (16,745.04)**	**0**	**-0.07%**					
P.001817	Nova HS - SMART Program Renovations	98	09.24.2025	$ (16,745.04)	0	-0.07%	James B. Pirtle Construction Company, Inc.	Owner's Request	This work could not be performed due to current site conditions that would not allow the new feeder cable to be pulled between Building 12 and Build14.Provide credit for all costs (labor and materials) for the feeder cable replacement originally approved under Change Order No.37.	$ 25,422,614.00	04.04.2019
Change Order: 33 (SCO)				**$ 7,957.91**	**0**	**0.03%**					
P.001817	Nova HS - SMART Program Renovations	96	Pending Superintendent Signature	$ 7,957.91	0	0.03%	James B. Pirtle Construction Company, Inc.	Owner's Request	This work could not be performed due to current site conditions that would not allow the new feeder cable to be pulled between Building 12 and Build14.Provide credit for all costs (labor and materials) for the feeder cable replacement originally approved under Change Order No.37.	$ 25,422,614.00	04.04.2019
Change Order: 34 (SCO)				**$ 1,826.80**	**0**	**0.01%**					
P.001817	Nova HS - SMART Program Renovations	99	Pending Superintendent Signature	$ 1,826.80	0	0.01%	James B. Pirtle Construction Company, Inc.	Consultant Omission	A new emergency light was required to be installed in the Building 33 generator room in accordance with FBC 453.25.5, NEC Article 700 and NFPA 110. The original A/E was ACAI and they are no longer in business. The new A/E is not responsible for Reason Code.	$ 25,422,614.00	04.04.2019
Change Order: 35				**$ 130,267.61**	**0**	**0.51%**					
P.001817	Nova HS - SMART Program Renovations	47	Pending Board Approval 02.10.2026	$ 130,267.61	0	0.51%	James B. Pirtle Construction Company, Inc.	Consultant Omission	During rough device inspections, the inspector required additional devices, relocation of devices and changes in the notification volume to achieve code compliance. Therefore, the Contractor is to provide labor, material and equipment to install additional fire alarm devices which are required to provide a code compliant fire alarm system. These devices include the following; seventeen (17) smoke detectors, five (5) heat detectors, eight (8) indoor speakers/strobe, six (6) outdoor speakers/strobe, two (2) explosion probe heat detectors, thirteen (13) pull stations, eight (8) relay modules, two (2) duct smoke detectors, two (2) key switches, twelve (12) cover protectors, twenty-one (21) bases.	$ 25,422,614.00	04.04.2019
Grand Totals:				**$ (728,321.93)**	**196**	**-1.68%**					

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #35
JAMES B. PIRTLE CONSTRUCTION COMPANY, INC.
Nova High School
P.001817

School Board Meeting: 02.10.2026

The financial impact of this item is $130,267.61

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is no impact to the project budget

Department Name
Capital Budget

Department Head
Omar Shim, Director of Capital Budget

Omar Shim - 01/21/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-7.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Request to Transfer and Reallocate Project Funds - McArthur HS, P.001954

REQUESTED ACTION:

Approve the request to transfer $100,000 of the remaining project contingency from the New Classroom Addition (P.002892) to the primary renovation project (P.001954) at McArthur High School and approve staff's recommendation to utilize existing project funding to increase the project scope to include the purchase and installation of furniture in Building 1 at McArthur High School. District 1

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Itemized Furniture List
- ADEFP
- Collaboration Form

FINANCIAL IMPACT:

This item will be funded from the current project budget and requires $154,840 additional spending authority.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jan 26,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – *Task Assigned*
Phone: 754-321-2659

EXECUTIVE SUMMARY

Request to Transfer and Reallocate Project Funds
McArthur High School, Hollywood
Former SMART Program Renovations
Project No. P.001954

Board Meeting Date: February 10, 2026

Requested Action:

Approve the request to transfer $100,000 of the remaining project contingency from the New Classroom Addition (P.002892) to the primary renovation project (P.001954) at McArthur High School and approve staff's recommendation to utilize existing project funding to increase the project scope to include the purchase and installation of furniture in Building 1 at McArthur High School.

School Board Policy Requirement/Authority: Not Applicable

Statutory Requirement/Authority: Not Applicable

District-zone Impact: District 1

Impact of the School Board's Vote:

- If the School Board votes "Yes": The deteriorated and outdated furniture in the Building 1 administrative offices will be replaced.

- If the School Board votes "No": The substantially worn and inadequate furniture in the Building 1 administrative offices will remain in use, and the needed upgrades will be deferred, resulting in the prolonged use of furniture that no longer meets the day-to-day needs of the office.

Background/History

The initial contract documents did not include funding for Furniture, Fixtures, and Equipment (FF&E) for Building 1. However, the furniture in the Building 1 administrative offices requires replacement. Staff is requesting School Board approval to reallocate $154,840 from the existing project funding to provide new furniture, including office chairs, bookcases, file drawers, cube tables, and freestanding desks. This funding covers the cost of the FF&E, along with delivery and installation.

Project Scope & Detail:

The scope of work for the project includes fire sprinkler installation, safety and security upgrades, electrical improvements, HVAC system upgrades, media center improvements, STEM lab improvements, ADA restroom renovations, and extensive building envelope improvements. Building envelope scope includes exterior stucco repair, aluminum window and storefront

replacement, exterior and interior painting, new flooring, acoustic ceiling replacement, reroofing, door and hardware replacement, concrete slab repairs, and new exterior canopy and storefront openings.

Project Status Updates:
The construction phase is 95% complete. The remaining work includes campus-wide test and balance, commissioning, and scheduling final inspections.

Notice to Proceed:	02/28/24
Projected Substantial Completion Date:	02/15/27
Projected Final Completion Date:	07/15/27

Alignment to 2027 Goals and Guardrails:
Business Operations

Measurable Outcome(s)/Return on Investment:
Reallocating contingency funds to replace the worn furniture in the Building 1 administrative offices will provide staff with appropriate and functional furnishings that support daily operations, ensuring the renovated space is fully equipped to meet current administrative needs.

Financial Impact, Funding Source & Budget Status:
- The financial impact of this item is $154,840.
- There are multiple potential change orders (PCO) actively in review which may result in a potential impact to the project budget. Therefore, $100,000 will be reallocated from the remaining available contingency on Project No. P.002892 McArthur High School – New Classroom Addition.

Total Project Funding Allocation	Current Budget	Change Amount	Revised Budget
P.001954 Primary Renovation Project	$16,844,920.72	$100,000	$16,944,920.72
P.001954 Demolition of Bldgs 6 & 7	$951,479.28	$0	$951,479.28
P.002892 New Classroom Addition	$22,435,327.00	($100,000)	$22,335,327.00
Total	**$40,231,727.00**	**$0**	**$40,231,727.00**

Multi-year agreement: Yes / No
No, this item is not a multi-year agreement. All costs are within the current fiscal year's budget, and the construction schedule, including the duration required to achieve Substantial and Final Completion, is already established in the contract. Any future funding changes or change orders exceeding the limitations outlined in Policy 8000 will require a separate Board item for approval.

Procurement Method: ITB – Design/Bid/Build

Impact on Schools:
Not applicable

If there is an impact on schools, how will schools be selected/prioritized:
Not applicable

Stakeholder Engagement/ End-User Input:
Not applicable

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
Not applicable

Additional Backup:
Not applicable

December 8, 2025

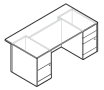
Schoolhouse PRODUCTS INC.

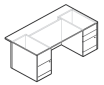
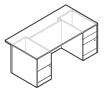
13517 Prestige Place, Suite 101
Tampa, FL 33635

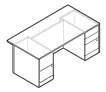
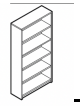
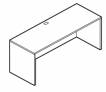
James Elder

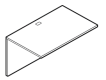
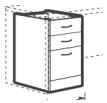
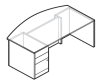
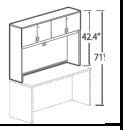
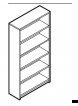
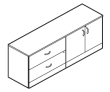
Mcarthur High School
6401 Pines Blvd,
Hollywood, FL 33024, United States
754-323-1200

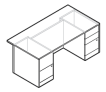
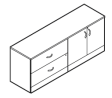
Per Broward County Bid FY21-106

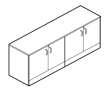
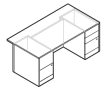
Qty	Manufacturer	Model #	Finish	Description	List Price	Discount	Unit Price	Extnd Price	Image
				Room 101					
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
				Room 101A					
2	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 1,136.72	
2	Global	GCUP1821	Laminate: -Quartered Mahogany QTM	Laminate Occasional Tables 21"H Plinth Cube Table, Recessed Base, 18"W x 18"D	$ 837.00	48.0%	$ 435.24	$ 870.48	
6	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 2,336.88	
				Room 101B					
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	Z3072F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 72"w x 29.5"h	$ 2,724.00	48.0%	$ 1,416.48	$ 1,416.48	

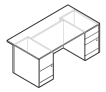
1	Global	Z36M2E	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module. Two file drawers. Lock secures all drawers. 20"d x 36"w x 29.5"h,	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
Room 102									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	Z3072F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 72"w x 29.5"h	$ 2,724.00	48.0%	$ 1,416.48	$ 1,416.48	
1	Global	Z36M2E	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module. Two file drawers. Lock secures all drawers. 20"d x 36"w x 29.5"h,	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
Room 103									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	Z3072F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 72"w x 29.5"h	$ 2,724.00	48.0%	$ 1,416.48	$ 1,416.48	

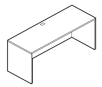
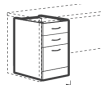
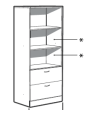
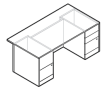
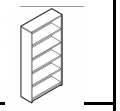
1	Global	Z36M2E	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module. Two file drawers. Lock secures all drawers. 20"d x 36"w x 29.5"h,	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
Room 104									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	Z3072F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 72"w x 29.5"h	$ 2,724.00	48.0%	$ 1,416.48	$ 1,416.48	
1	Global	Z36M2E	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module. Two file drawers. Lock secures all drawers. 20"d x 36"w x 29.5"h,	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
Room 106									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	Z2472T	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zria Series 24” Deep Freestanding Table. Two full end panels. Cannot be connected on left or right side. Grommet in worksurface. 24"D x 72"W x 29.5"H	$ 987.00	48.0%	$ 513.24	$ 513.24	

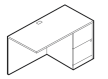
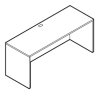
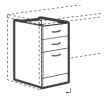
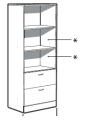
1	Global	Z2042FB	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Flush Bridge* Top surface, back panel and hardware to create a “U” shape by connecting two units with full end panels. Grommet in worksurface 20"D x 42"W x 29.5"H	$ 601.00	48.0%	$ 312.52	$ 312.52	
1	Global	Z16L2BFS	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Box/Box/File Shell. For use under 29”H returns, extended corners, freestanding and connectable tables of the same depth. No top or back. Two box and one file drawer. One pencil tray. Lock secures all drawers. 23.4"D x 16"W x 28"H	$ 996.00	48.0%	$ 517.92	$ 517.92	
1	Global	Z3672FB3L	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Single Pedestal Bow Top Desk - LEFT Standard with Freestanding box/box/file pedestal on left and faux pedestal right. File drawer and lower box drawer lock. Bow top overhangs 2 ¼” at ends and 8” on center. 36"D x 72"W x 29.5"H	$ 2,135.00	48.0%	$ 1,110.20	$ 1,110.20	
1	Global	Z72S42H	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Closed Hutch with Doors - 42.4” High One fixed shelf and fixed shelf divider. Closed back features one grommet and flexible sweep for wire management. Doors lock. 15"D x 72"W x 41.9"H	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	ZTB7021	Graphite	Zira Series Tackboard For use on Z72S42xxx	$ 808.00	48.0%	$ 420.16	$ 420.16	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
1	Global	Z2072LS	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Lateral File/Storage Cabinet Credenza** One 2-drawer lateral file and one storage cabinet. Locking door/drawers, keyed alike. Storage cabinet includes one adjustable shelf. File bars included for side-to-side and front-to-back letter and legal filing capability. Anti-lock tilt suspension. 20"D x 72"W x 29.5"H	$ 2,421.00	48.0%	$ 1,258.92	$ 1,258.92	
Room 107									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	

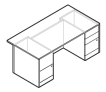
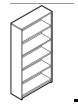
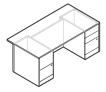
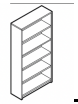
1	Global	Z3072F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 72"w x 29.5"h	$ 2,724.00	48.0%	$ 1,416.48	$ 1,416.48	
1	Global	Z36M2E	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module. Two file drawers. Lock secures all drawers. 20"d x 36"w x 29.5"h,	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
Room 108									
4	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 1,557.92	
1	Global	Z36M2E	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module. Two file drawers. Lock secures all drawers. 20"d x 36"w x 29.5"h,	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	Z2472SCSC	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Storage Cabinet Credenza** Two storage cabinets side-by-side. Hinged doors cover one adjustable shelf. Locking doors keyed alike. 24"D x 72"W x 29.5"H	$ 2,401.00	48.0%	$ 1,248.52	$ 1,248.52	
Room 109									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	Z2072LS	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Lateral File/Storage Cabinet Credenza** One 2-drawer lateral file and one storage cabinet. Locking door/drawers, keyed alike. Storage cabinet includes one adjustable shelf. File bars included for side-to-side and front-to-back letter and legal filing capability. Anti-lock tilt suspension. 20"D x 72"W x 29.5"H	$ 2,421.00	48.0%	$ 1,258.92	$ 1,258.92	
Room 109A									

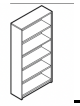
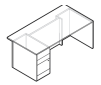
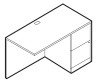
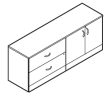
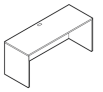
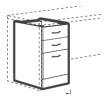
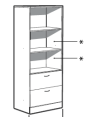
10	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 5,683.60	
1	Global	Z2072SCSC	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Storage Cabinet Credenza** Two storage cabinets side-by-side. Hinged doors cover one adjustable shelf. Locking doors keyed alike. 20"S x 72"W x 29.5"H	$ 2,110.00	48.0%	$ 1,097.20	$ 1,097.20	
1	Global	TBTLS12048	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Anywhere Table Collection. Boat Top with Slab Base. 48"D x 120"W x 29"H	$ 2,366.00	48.0%	$ 1,230.32	$ 1,230.32	
Room 110									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	Z3072F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 72"w x 29.5"h	$ 2,724.00	48.0%	$ 1,416.48	$ 1,416.48	
1	Global	Z36M2E	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module. Two file drawers. Lock secures all drawers. 20"d x 36"w x 29.5"h,	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
Room 112									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	

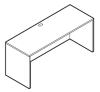
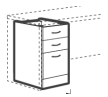
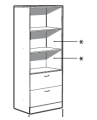
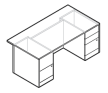
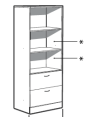
1	Global	Z3072F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 72"w x 29.5"h	$ 2,724.00	48.0%	$ 1,416.48	$ 1,416.48	
1	Global	Z36M2E	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module. Two file drawers. Lock secures all drawers. 20"d x 36"w x 29.5"h,	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
Room 113									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
Room 115									
5	Global	TRCLS9648	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Anywhere Table Collection. Racetrack Top with Slab Bases. 48"D x 96"W x 29"H	$ 1,617.00	48.0%	$ 840.84	$ 4,204.20	
100	Global	6324	Fabric: Release Olive (RL26). Mesh Back: Black	Vion Series Armless Stack Chair. Stacks 4 High. Black Back and Accents.	$ 701.00	48.0%	$ 364.52	$ 36,452.00	
1	Global	A1844LC	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Adaptabilities Lectern Features angled stand, storage shelf and casters. 18"D x 24" Wx 44"H	$ 941.00	48.0%	$ 489.32	$ 489.32	
Room 118									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	

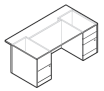
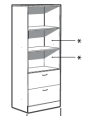
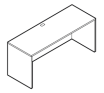
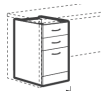
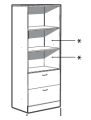
1	Global	Z2448T	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series 24” Deep Freestanding Table Two full end panels. Cannot be connected on left or right side. Grommet in worksurface. 24"D x 48"W x 29"H	$ 811.00	48.0%	$ 421.72	$ 421.72	
1	Global	Z16L2BFS	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Box/Box/File Shell. For use under 29”H worksurface. No top or back. Two box and one file drawer. One pencil tray. Lock secures all drawers. 23"D x 16"W x 28"H	$ 996.00	48.0%	$ 517.92	$ 517.92	
1	Global	Z36M7EN	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module with Open Shelves* Three open shelves and two file drawers on bottom. Includes two 3-position fixed/height adjustable shelves. Lock secures all drawers. 20"D x 36"W x 72"H	$ 2,633.00	48.0%	$ 1,369.16	$ 1,369.16	
Room 119									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	Z3072F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 72"w x 29.5"h	$ 2,724.00	48.0%	$ 1,416.48	$ 1,416.48	
1	Global	Z36M2E	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module. Two file drawers. Lock secures all drawers. 20"d x 36"w x 29.5"h,	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
Room 122									
2	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 1,136.72	

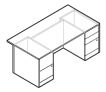
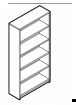
6	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 2,336.88	
2	Global	TRD4TS42	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge. Base: Black	Anywere Table Collection. Round Table, Tapered Blade Base. 42"Dia.	$ 665.00	48.0%	$ 345.80	$ 691.60	
2	Global	Z3072F3L	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Single Pedestal Desk - LEFT* Standard with Freestanding box/box/file pedestal on left and faux pedestal right. File drawer and lower box drawer lock. 30"D x 72"W x 29"H	$ 2,043.00	48.0%	$ 1,062.36	$ 2,124.72	
2	Global	Z20482R	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Full to Floor Flush Return - RIGHT Standard with file/file pedestal on right. Grommet in worksurface. One pencil tray. Pedestal locks. 20"D x 48"W x 29"H	$ 1,350.00	48.0%	$ 702.00	$ 1,404.00	
Room 122A									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
1	Global	Z2448T	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series 24” Deep Freestanding Table Two full end panels. Cannot be connected on left or right side. Grommet in worksurface. 24"D x 48"W x 29"H	$ 811.00	48.0%	$ 421.72	$ 421.72	
1	Global	Z16L2BFS	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Box/Box/File Shell. For use under 29”H worksurface. No top or back. Two box and one file drawer. One pencil tray. Lock secures all drawers. 23"D x 16"W x 28"H	$ 996.00	48.0%	$ 517.92	$ 517.92	
1	Global	Z36M7EN	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module with Open Shelves* Three open shelves and two file drawers on bottom. Includes two 3-position fixed/height adjustable shelves. Lock secures all drawers. 20"D x 36"W x 72"H	$ 2,633.00	48.0%	$ 1,369.16	$ 1,369.16	
Room 122B									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	

2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	Z3072F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 72"w x 29.5"h	$ 2,724.00	48.0%	$ 1,416.48	$ 1,416.48	
1	Global	Z36M2E	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module. Two file drawers. Lock secures all drawers. 20"d x 36"w x 29.5"h,	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
Room 122C									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	Z3072F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 72"w x 29.5"h	$ 2,724.00	48.0%	$ 1,416.48	$ 1,416.48	
1	Global	Z36M2E	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module. Two file drawers. Lock secures all drawers. 20"d x 36"w x 29.5"h,	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
Room 122D									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	

2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
1	Global	Z3072F3L	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Single Pedestal Desk - LEFT* Standard with Freestanding box/box/file pedestal on left and faux pedestal right. File drawer and lower box drawer lock. 30"D x 72"W x 29"H	$ 2,043.00	48.0%	$ 1,062.36	$ 1,062.36	
1	Global	Z20482R	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Full to Floor Flush Return - RIGHT Standard with file/file pedestal on right. Grommet in worksurface. One pencil tray. Pedestal locks. 20"D x 48"W x 29"H	$ 1,350.00	48.0%	$ 702.00	$ 702.00	
1	Global	Z2072LS	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Lateral File/Storage Cabinet Credenza** One 2-drawer lateral file and one storage cabinet. Locking door/drawers, keyed alike. Storage cabinet includes one adjustable shelf. File bars included for side-to-side and front-to-back letter and legal filing capability. Anti-lock tilt suspension. 20"D x 72"W x 29.5"H	$ 2,421.00	48.0%	$ 1,258.92	$ 1,258.92	
Room 122E									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
1	Global	Z2448T	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series 24” Deep Freestanding Table Two full end panels. Cannot be connected on left or right side. Grommet in worksurface. 24"D x 48"W x 29"H	$ 811.00	48.0%	$ 421.72	$ 421.72	
1	Global	Z16L2BFS	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Box/Box/File Shell. For use under 29”H worksurface. No top or back. Two box and one file drawer. One pencil tray. Lock secures all drawers. 23"D x 16"W x 28"H	$ 996.00	48.0%	$ 517.92	$ 517.92	
1	Global	Z36M7EN	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module with Open Shelves* Three open shelves and two file drawers on bottom. Includes two 3-position fixed/height adjustable shelves. Lock secures all drawers. 20"D x 36"W x 72"H	$ 2,633.00	48.0%	$ 1,369.16	$ 1,369.16	
Room 122F									

1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
1	Global	Z2448T	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series 24” Deep Freestanding Table Two full end panels. Cannot be connected on left or right side. Grommet in worksurface. 24"D x 48"W x 29"H	$ 811.00	48.0%	$ 421.72	$ 421.72	
1	Global	Z16L2BFS	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Box/Box/File Shell. For use under 29”H worksurface. No top or back. Two box and one file drawer. One pencil tray. Lock secures all drawers. 23"D x 16"W x 28"H	$ 996.00	48.0%	$ 517.92	$ 517.92	
1	Global	Z36M7EN	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module with Open Shelves* Three open shelves and two file drawers on bottom. Includes two 3-position fixed/height adjustable shelves. Lock secures all drawers. 20"D x 36"W x 72"H	$ 2,633.00	48.0%	$ 1,369.16	$ 1,369.16	
Room 122G									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	Z3066F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 66"w x 29.5"h	$ 2,673.00	48.0%	$ 1,389.96	$ 1,389.96	
1	Global	Z36M7EN	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module with Open Shelves* Three open shelves and two file drawers on bottom. Includes two 3-position fixed/height adjustable shelves. Lock secures all drawers. 20"D x 36"W x 72"H	$ 2,633.00	48.0%	$ 1,369.16	$ 1,369.16	
Room 122H									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	

2	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 778.96	
1	Global	Z3066F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 66"w x 29.5"h	$ 2,673.00	48.0%	$ 1,389.96	$ 1,389.96	
1	Global	Z36M7EN	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module with Open Shelves* Three open shelves and two file drawers on bottom. Includes two 3-position fixed/height adjustable shelves. Lock secures all drawers. 20"D x 36"W x 72"H	$ 2,633.00	48.0%	$ 1,369.16	$ 1,369.16	
Room 122J									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
1	Global	Z2448T	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series 24” Deep Freestanding Table Two full end panels. Cannot be connected on left or right side. Grommet in worksurface. 24"D x 48"W x 29"H	$ 811.00	48.0%	$ 421.72	$ 421.72	
1	Global	Z16L2BFS	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Box/Box/File Shell. For use under 29”H worksurface. No top or back. Two box and one file drawer. One pencil tray. Lock secures all drawers. 23"D x 16"W x 28"H	$ 996.00	48.0%	$ 517.92	$ 517.92	
1	Global	Z36M7EN	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module with Open Shelves* Three open shelves and two file drawers on bottom. Includes two 3-position fixed/height adjustable shelves. Lock secures all drawers. 20"D x 36"W x 72"H	$ 2,633.00	48.0%	$ 1,369.16	$ 1,369.16	
Room 122C									
1	Global	6321-8	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Seires HB Weight Sensing Synchro - Tilter Mesh Back. Black Star Base with Black Back and Height Adjustable Arms.	$ 1,093.00	48.0%	$ 568.36	$ 568.36	
6	Global	6325	Fabric: GC Linen Charcoal. Mesh Back: Black	Vion Series Armed Chair. Black Arms and Accents	$ 749.00	48.0%	$ 389.48	$ 2,336.88	

1	Global	Z3072F23	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Double Pedesta Desk, Rectangular Top. Standard with Freestanding file/file pedestal on left and box/box/file pedestal on right. File drawer and lower box drawer lock. File pedestal locks. 29.69"d x 72"w x 29.5"h	$ 2,724.00	48.0%	$ 1,416.48	$ 1,416.48	
1	Global	Z36M2E	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge Handle Option: HR M-Bar Handle - Black	Zira Series Two File Module. Two file drawers. Lock secures all drawers. 20"d x 36"w x 29.5"h,	$ 1,817.00	48.0%	$ 944.84	$ 944.84	
1	Global	ZHBC72	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Zira Series Bookcase w/ 1 Fixed and 3 Adjustable Shelves. 12"d x 36"w x 71.9"h	$ 1,225.00	48.0%	$ 637.00	$ 637.00	
1	Global	TBTLS7236	Laminate: -Quartered Mahogany QTM Edge: A3 F-1" Top, Standard Edge	Anywhere Table Collection. Boat Top with Slab Base. 36"D x 72"W x 29"H	$ 1,086.00	48.0%	$ 564.72	$ 564.72	

Sub Total: $ 154,839.88
Installation: Included
Freight: Included

Total: $ 154,839.88

Thank you for your business!

Erik Posusta
Account Manager
Schoolhouse Products Inc.
800-942-3360
Quote expires in 30 days

Please double check all colors, quantities and sizes. Some manufacturers do not accept returns, while others charge return freight and restocking fees
Any image, drawing or rendering provided in conjunction with this quote is for informational purposes only and Schoolhouse Products is not responsible for overall accuracy of the room
** All Pricing is subject to quantites and finishes indicated in the above quote. Any change to these fields could result in a change to the unit price or discount offered **

McArthur High School

Active

Project	Original Program Year	Previously Budgeted	FY26	FY27	FY28	FY29	FY30	Total	Scope
SMART	FY18	2,005,929						2,005,929	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
SMART	FY18	1,120,508						1,120,508	Electrical Improvements
SMART	FY18	1,014,836						1,014,836	Fire Sprinklers
SMART	FY18	435,004						435,004	HVAC Improvements
SMART	FY18	409,875						409,875	Media Center improvements
SMART	FY18	635,000						635,000	Replacement of building 1
SMART	FY18	387,842						387,842	Safety / Security Upgrade
SMART	FY18	1,562,902						1,562,902	STEM Lab improvements
SMART	FY24	10,224,504						10,224,504	Additional funding for approved scope
DEFP	FY18	5,800,000						5,800,000	Replacement of Building 6
DEFP	FY24	16,635,327						16,635,327	Additional funding for approved scope
DEFP	FY25	1,200,000	6,800,000					8,000,000	Pool Replacement
		41,431,727	6,800,000	0	0	0	0	48,231,727	

Completed

Project	Original Program Year	Previously Budgeted	FY26	FY27	FY28	FY29	FY30	Total	Scope
SMART	FY16	300,000						300,000	Music Equipment Replacement
SMART	FY17	263,000						263,000	Additional computers to close computer gap
SMART	FY17	27,000						27,000	CAT 6 Data port Upgrade
SMART	FY17	26,000						26,000	Technology Infrastructure (Servers, Racks, etc.) Upgrade
SMART	FY17	164,000						164,000	Wireless Network Upgrade
SMART	FY18	100,000						100,000	School Choice Enhancement
SMART	FY18	121,000						121,000	Weight Room Renovation
SMART	FY22	-216						-216	Funding reduced for financial close-out. Savings returned to the SMART Program Reserve.
SMART	FY22	2,439,600						2,439,600	Roofing Building 12, 13, 16, 17, 18, 21, 24, 25, 26
SMART	FY25	-361,943						-361,943	Funding reduced for financial close-out. Savings returned to the Capital Reserve.
DEFP	FY15	212,265						212,265	Install new aluminum canopies along the existing walkways from the Cafeteria Building to the Auditorium and from the main entrance to the Guidance entrance.

Items that appear in bold and with underscore are newly added.

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Request to Reallocate Project Funds
JAMES B. PIRTLE CONSTRUCTION COMPANY, INC.
McArthur High School
P.001954

School Board Meeting: 02.10.2026

The financial impact of this item is $154,840.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is an additional impact to the project budget

$100,000 will be reallocated from the remaining available contingency on Project No. P.002892 McArthur High School - New Classroom Addition.

Department Name	Department Head
Capital Budget	Omar Shim, Director of Capital Budget

Omar Shim - 01/12/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-8.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Sixth Amendment to PSA - Margate MS, P.001836

REQUESTED ACTION:

Approve the Sixth Amendment to the Professional Services Agreement between The School Board of Broward County, Florida, and LIVS Associates, LLC. District 7

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.
This Board Item has been reviewed and approved as to legal form and content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Sixth Amendment
- Collaboration Form

FINANCIAL IMPACT:

This item will be funded from the current project budget and requires $82,093 additional spending authority.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jan 27,

Electronic Signature

Approved in Open Board Meeting On: February 10, 2026

By: School Board Chair

Form $4189 Revised 7/24
HH/JJS

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – *Task Assigned*
Phone: 754-321-2659

EXECUTIVE SUMMARY

Sixth Amendment to Professional Services Agreement
Margate Middle School, Margate
Former SMART Program Renovations
Project No. P.001836

Board Meeting Date: February 10, 2026

Requested Action:
Approve the Sixth Amendment to the Professional Services Agreement between The School Board of Broward County, Florida, and LIVS Associates, LLC.

School Board Policy Requirement/Authority: Not Applicable

Statutory Requirement/Authority: Not Applicable

District-zone Impact: District 7

Impact of the School Board's Vote:
- If the School Board votes "Yes": The Project Consultant will be compensated for the additional Construction Administration ("CA") services required to align with the contractor's approved schedule and to provide continued professional oversight through Substantial Completion of the project.
- If the School Board votes "No": The Project Consultant's authorized CA services would not be contractually aligned with the contractor's approved construction schedule beyond April 8, 2026, which may result in a gap in funded professional services for ongoing construction activities. This misalignment could lead to potential claims or the suspension of CA services, impacting critical functions including submittal review, responses to Requests for Information (RFIs), field observations, pay application review, punch list development, and certification of Substantial Completion.

Background/History
The Project Consultant's original Authorization to Proceed, issued on April 4, 2017, provided 365 calendar days of Construction Administration ("CA") services to Substantial Completion, with an additional 60 calendar days allocated for services between Substantial and Final Completion.

On April 8, 2025, the SBBC issued a Notice to Proceed to James B. Pirtle Construction Company, Inc., establishing a construction duration of 661 consecutive calendar days to achieve Substantial Completion of the project. As a result, a 296-calendar-day shortfall exists between the Project Consultant's authorized CA services and the contractor's approved construction schedule.

To address this misalignment, the proposed Sixth Amendment requests a fee increase of **$82,093** to compensate the Project Consultant for the additional 296 calendar days of CA services required for the duration of construction.

Project Scope & Detail:
The scope of work for the project includes re-roofing of multiple buildings, campus-wide fire alarm replacement and fire sprinkler installations, electrical system upgrades, HVAC improvements and testing and balancing, restroom renovation, aluminum window replacement, conversion of existing areas into music and art labs, media center and art room improvements, and safety and security upgrades.

Project Status Updates:
The construction phase is 14% complete. Fire sprinkler and fire alarm installations are ongoing, restroom renovations continue with one set nearing completion and the second set under construction, window installation is ongoing, and work has begun on the new chiller pad with a gas line location issue being addressed.

Notice to Proceed:	04/08/25
Projected Substantial Completion Date:	04/24/27
Projected Final Completion Date:	09/21/27

Alignment to 2027 Goals and Guardrails:
Business Operations

Measurable Outcome(s)/Return on Investment:
Approval of this amendment ensures continuous CA services through Substantial Completion, supporting timely project delivery, minimizing the risk of construction delays and rework, and protecting the SBBC's capital investment.

Financial Impact, Funding Source & Budget Status:
- The financial impact of this item is $82,093.
- The item will be funded by Capital Funds.
- This item is funded in the current adopted budget.

ACTION	DATE	DESCRIPTION	BASIC FEE	ALLOWANCES/ SUPPLEMENTAL SERVICES	TOTAL
Original PSA	03/21/2017	Professional Services Agreement	$503,000	Reimbursable Expenses $47,500 Supplemental Services $25,000	$575,500
First Amendment	03/20/2018	e-Builder Language	$0	--	$575,500
Second Amendment	09/05/2018	Separate Bid Package for Single Point of Entry	$20,159	--	$595,659

Third Amendment	01/11/2022	Various Scope Modifications	$203,574	Reimbursable Expenses $12,832 Supplemental Services $6,897	$818,962
Fourth Amendment	06/14/2022	Contract Form Update (01250g COI Form)	$0	--	$818,962
Fifth Amendment	01/23/2024	Replace the Sanitary Sewer Piping and Rebid the Project	$228,860	Reimbursable Expenses $10,500 Supplemental Services $50,000	$1,108,322
Sixth Amendment	Pending Board Approval	Extended CA Services	$82,093	--	$1,190,415

Multi-year agreement: Yes / No
No, this item is not a multi-year agreement. The Owner's requirements for the progress of design and construction activities are defined by milestones that establish completion dates for each design phase, construction progress, and key project events leading to project completion, issuance of warranties, and Owner occupancy. All costs associated with this amendment are within the current fiscal year's budget. Any additional design services beyond this scope would require a separate item for SBBC approval.

Procurement Method: RFQ – Design/Bid/Build

Impact on Schools:
Not applicable

If there is an impact on schools, how will schools be selected/prioritized:
Not applicable

Stakeholder Engagement/ End-User Input:
Not applicable

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
Not applicable

Additional Backup:
Not applicable

SIXTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND PROJECT CONSULTANT FOR ARCHITECTURAL/ENGINEERING SERVICES

This Sixth Amendment to the Professional Services Agreement ("Agreement") between The School Board of Broward County, Florida, (hereinafter referred to as "SBBC" or "Owner") and LIVS Associates, LLC (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 21st day of March 2017, is entered into this 10th day of February 2026 by and between the Owner and the Project Consultant.

For the Project known as: **Margate Middle School**
Project No. P.001836
SMART Program Renovations

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21st day of March 2017, is in full force and effect as revised by the First Amendment dated March 20, 2018, the Second Amendment dated September 5, 2018, the Third Amendment dated January 11, 2022, the Fourth Amendment dated June 14, 2022, the Fifth Amendment dated January 23, 2024, and this Sixth Amendment; and

WHEREAS, the Authorization to Proceed issued to the Project Consultant on April 4, 2017, allocated only 365 calendar days of Construction Administration ("CA") services to Substantial Completion; and

WHEREAS, on April 8, 2025, a Notice to Proceed was issued to James B. Pirtle Construction Company, Inc. ("Contractor"), establishing a 661-calendar-day construction duration to achieve Substantial Completion of the Project (on or before January 29, 2027); and

WHEREAS, the Project Consultant's authorized CA duration does not fully align with the Contractor's approved construction schedule, resulting in a shortfall of 296 calendar days; and

WHEREAS, the Project Consultant has requested an increase of $82,093 in Basic Services fees to provide the additional 296 calendar days of CA services required to support the Project through Substantial Completion; and

WHEREAS, the Owner's Program Manager, AECOM, Inc., and District staff have successfully negotiated and hereby recommend additional fees as set forth herein above and below.

NOW, THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid to the Project Consultant by the Owner, the parties agree as follows:

1. The recitals contained herein are true and correct and are hereby incorporated by reference.

2. **Revised Terms.** The Project Consultant shall perform all related design services for the additional Project scope identified herein as set forth below:

	Original Amount	First Amendment Amount	Second Amendment Amount	Third Amendment Amount	Fourth Amendment Amount	Fifth Amendment Amount	Description	Sixth Amendment Amount	Revised Amount
Basic Fee	$503,000	$0	$20,159	$203,574	$0	$228,860	Increase the Basic Services fee for extended CA Services.	$82,093	**$1,037,686**
Allowances - Reimbursable Expenses	$47,500	$0	$0	$12,832	$0	$10,500	--	$0	**$70,832**
Supplemental Services	$25,000	$0	$0	$6,897	$0	$50,000	--	$0	**$81,897**
Total	**$575,500**	**$0**	**$20,159**	**$223,303**	**$0**	**$289,360**	**N/A**	**$82,093**	**$1,190,415**

3. **Other Provisions Remain in Force.** All other terms and conditions of the Contract shall remain in full force and effect. Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

4. **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

a) This Sixth Amendment to Agreement; then
b) the Fifth Amendment to Agreement; then
c) the Fourth Amendment to Agreement; then
d) the Third Amendment to Agreement; then
e) the Second Amendment to Agreement; then
f) the First Amendment to Agreement; then
g) the Agreement.

Authority: Each person signing this Sixth Amendment on behalf of either party warrants that he or she has full legal power to execute this Sixth Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this Sixth Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Sixth Amendment to be executed, and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Sarah Leonardi, Chair

ATTEST:

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

FOR PROJECT CONSULTANT

(Corporate Seal)

ATTEST:

LIVS Associates, LLC

_____
, Secretary

_____
Felix A. (Tony) Rosabal,
Principal

-or-

_____
Lazaro Cabezon, Witness

_____
Francisco Perez, Witness

AR#0014717
Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 21st day of January, 2026 by **Felix A. (Tony) Rosabal** of **LIVS Associates, LLC**, on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as Identification and did/did not first take an oath.

My commission expires: 01/11/2027

(SEAL)

DORYS DIAZ
MY COMMISSION # HH 348037
EXPIRES: January 11, 2027

_____
Signature, Notary Public

Dorys Diaz
Printed Name of Notary

511

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Sixth Amendment to Professional Services Agreement
LIVS ASSOCIATES, LLC
Margate Middle School
P.001836

School Board Meeting: 02.10.2026

The financial impact of this item is $82,093.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is no impact to the project budget

This item requires $82,093 additional spending authority.

Department Name	Department Head
Capital Budget	Omar Shim, Director of Capital Budget

Omar Shim - 01/20/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-9.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Final Acceptance, Release of Retainage - Silver Lakes MS, P.002144-FSP

REQUESTED ACTION:

Approve Final Acceptance of the Project, Release of Retainage, and a time extension of 406 days to Substantial Completion. District 4

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Closeout Documents
- Collaboration Form

FINANCIAL IMPACT:

The final contract payment for retainage in the amount of $25,655.85 will be released to the contractor.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jan 27,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – Task Assigned
Phone: 754-321-2659

EXECUTIVE SUMMARY

Final Acceptance and Release of Retainage
Silver Lakes Middle School, North Lauderdale
Former SMART Program Renovations
Fire Sprinkler Carveout
Project No. P.002144-FSP

Board Meeting Date: February 10, 2026

Requested Action:

Approve Final Acceptance of the Project, Release of Retainage, and a time extension of 406 days to Substantial Completion.

School Board Policy Requirement/Authority: Policy 7005 mandates that final payment may be released only after the SBBC has accepted the facility through an executed Form OEF 110B, all contractual obligations have been fulfilled, and an executed Form OEF 209 has been provided.

Statutory Requirement/Authority: Pursuant to F.S. 1013.50, final payment to the contractor is prohibited until the project is formally accepted by the SBBC.

District-zone Impact: District 4

Impact of the School Board's Vote:

- If the School Board votes "Yes": This action finalizes the closeout of the project and authorizes the release of retainage (final payment) to the contractor.
- If the School Board votes "No": The final payment cannot be released to the contractor, thereby delaying project closeout.

Background/History

A Notice to Proceed (NTP) was issued to Francis Engineering, Inc. on March 25, 2024, with a required Substantial Completion date of October 11, 2024. The project scope included the design, installation, and testing of a new fire sprinkler system in Building 7, along with the underground fire line connection and restoration of all affected areas.

Following the NTP, the project entered the permitting and shop drawing phase. After the initial Building Department review, revised fire sprinkler shop drawings were resubmitted in early June 2024; however, approval was not received until August 16, 2024. This extended review period delayed the start of construction into the school year, significantly limiting allowable work hours. As a result, installation activities were restricted to after school hours, weekends, and school breaks, which reduced productivity and impacted the overall schedule.

As construction progressed, additional challenges were encountered, including coordination with other active projects at the school, debris discovered above ceilings, and design considerations related to exposed piping in areas without dropped ceilings. These matters were addressed through coordination with District staff and inspectors, allowing work to proceed.

Later in the project, inspection deficiencies and required revisions to fire sprinkler riser and manifold locations, as well as updates to fire alarm drawings for monitoring and smoke detector requirements, necessitated additional plan revisions, resubmittals, and re-inspections. While these actions extended the project timeline, they ensured full compliance with applicable codes and standards.

Based on these cumulative impacts, AECOM recommends approval of a 406-day time extension and the release of the remaining retainage of $25,655.85 to Francis Engineering, Inc.

PROJECT SCHEDULE SUMMARY

Notice to Proceed:	03/25/24
Actual Substantial Completion Date:	11/21/25
Actual Final Completion Date:	12/19/25

Alignment to 2027 Goals and Guardrails:

Business Operations

Measurable Outcome(s)/Return on Investment:

Project closeout confirms completion and authorizes the release of the final payment to the contractor.

Financial Impact, Funding Source & Budget Status:

- There is no budget or spending authority impact for this item. The final contract payment for retainage of $25,655.85 will be released to the contractor.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (days)
Original Base Contract	03/25/24	Yes	Capital	545,825.00	200
Direct Owner Purchases	—	—	—	0.00	0
Previously Approved COs	—	—	—	0.00	0
Current Request	—	—	—	0.00	406
Revised Contract Amount	**—**	**—**	**—**	**545,825.00**	**606**

Multi-year agreement: Yes / No
No, this item is not a multi-year agreement. All costs are within the current fiscal year's budget. Although a construction schedule was established at the outset of the project and may have been modified through approved change orders, the schedule is being finalized and reconciled as part of the construction closeout process.

Procurement Method: ITB – Construction Services Minor Projects

Impact on Schools:
Not applicable

If there is an impact on schools, how will schools be selected/prioritized:
Not applicable

Stakeholder Engagement/ End-User Input:
Not applicable

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
Not applicable

Additional Backup:
Not applicable

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 (754) 321-0505

Document 00640: General Release and Full Release of Lien

KNOW ALL MEN BY THESE PRESENTS,

That the undersigned: Francis Engineering, Inc

of: 1232 SW 31st Avenue City of: Fort Lauderdale

County of: Broward State of: Florida

Herein referred to as "Contractor" executes this General Release and Full Release of Lien in favor of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA of 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, herein referred to as "The School Board".

In consideration of the sum of:

Written Amount: **Twenty-Five Thousand, Six Hundred and Fifty-Five & 85/100 Dollars**

Figures: **$25,655.85**

receipt of which from The School Board is hereby acknowledged, Contractor for itself and its successors and assigns, has remised, released, and forever discharged, and by these presents does, for itself and its successors and assigns, does remise, release, acquit, satisfy, and forever discharge The School Board, its successors, employees, administrators and assigns, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which against The School Board or The School Board's successors, employees, administrators and assigns, Contractor ever had, now has, or over which Contractor's successors and assigns, hereafter can, shall or may have, for upon, or by reason of any matter, cause of thing whatsoever with regard to the project known as:

Silver Lakes Middle School- Building 7

In consideration of the above-said moneys, receipt of which from The School Board is hereby acknowledged, Contractor does hereby release and quit claim to The School Board, its successors and assigns, all claims, liens, lien rights, claims or demands of any kind whatsoever which Contractor now has or might have against the building or premises situated at:

7600 Tam O' Shanter Blvd, North Lauderdale, FL 33068

and legally described as:

On account of labor performed and/or material furnished for the construction of any building thereon or in otherwise improving said property situated as above described. The Contractor further certifies that all lienors contracting directly with or directly employed by the Contractor have been paid in full and that all labor and materials furnished for said construction, including subcontractors employed by the undersigned, have been paid in full. The Contractor further authorizes the clerks of the County Records Division of Broward County, Florida to discharge the lien given to the undersigned in a claim of lien recorded in the Official Records of Broward County, Florida at Book____, Page _____ , executed by:

_____

on this 8th day of January , 20 26

IN WITNESS WHEREOF,

Orrett Francis has hereunto set its hand and seal

on this 8th day of January , 20 26

(Corporate Seal)

Attest:

By: Orrett Francis (Seal)

(Secretary)

Notarization

State of: Florida

County of: Broward)

Sworn to and subscribed before me, the undersigned authority, by

Orrett Francis

who is personally known to me or did produce:

As identification and who did take an oath, acknowledged and subscribed the foregoing General Release and Full Release of Lien for purposes therein expressed.

Notary Public: _____ **Affix Seal**

Commission Expires on: _____

COLIN FOSTER
Notary Public - State of Florida
Commission # HH 449263
My Comm. Expires Oct 4, 2027
Bonded through National Notary Assn.

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, FL 33311
TEL (754) 321-1500 • FAX (754) 321-1501

Reduction of Retainage Certification

Facility: Silver Lakes Middle School
Project Name: Fire Sprinkler of Building 7
Contractor: Francis Engineering, Inc
Project Manager: Orrett Francis

Project No.: P002144-FSP
Date: 1-8-26
Location No: 2971
Phase No.:

1. Current Level of Retainage 5 %
2. Proposed Level of Retainage 0 %
3. Retainage Reduction Ratio (RR) 1.000

$$\frac{\text{(Item 1 - Item 2)}}{\text{Item 1}}$$

Company Name of Entity to Receive Reduction of Retainage	Current Total Retainage	RR	Retainage to be Released
Francis Engineering, Inc	$25,655.85	1.000	$ 25,655.85
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
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		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
Total	**$ 25,655.85**		**$ 25,655.85**

$ 25,655.85		1.000		$ 25,655.85		$ -
Current Total Retainage	x	Reduction Ratio	=	Retainage to be Released		Retainage Balance

The undersigned hereby certifies that they will release retainage being paid to them by the School Board of Broward County to their various subcontractors in accordance with the schedule above.

Company Name: Francis Engineering, Inc

Authorized Signature

Print Name Orrett Francis

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

BOND#6061034268

PROJECT: *(Name and address)* Silver Lakes MS-Smart Fire Sprinklers	**ARCHITECT'S PROJECT NUMBER:** P.002144-FSP	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: *(Name and address)* The School Board of Broward County, Florida	**CONTRACT DATED:** 11/4/2020	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

United States Fire Insurance Company
305 Madison Ave, Morristown NJ 07960

, SURETY,

on bond of
(Insert name and address of Contractor)
FRANCIS ENGINEERING INC
1232 SW 31 Ave, Ft. Lauderdale Florida 33312

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

The School Board of Broward County, Florida
7720 W Oakland Park Blvd, #323, Sunrise Florida 33351

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 7, 2026
(Insert in writing the month followed by the numeric date and year.)

United States Fire Insurance Company
(Surety)

(Signature of authorized representative)

GLADYS KEITH, ATTORNEY-IN-FACT
(Printed name and title)

Attest:
(Seal)

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User Notes:
(1164999215)

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

02440

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Gladys Keith, Margaret Hall, Levan Porter Jr., Shantinell Porter, Douglas Keith

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 7 day of January 2026

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

PAYMENTS TO CONTRACTOR DURING CONSTRUCTION

PER STATUTE F.S. 255.078, AND EXCEPT AS PROVIDED BELOW, CONSTRUCTION PAYMENTS ON PROJECTS UP TO FIFTY (50) PERCENT COMPLETION SHALL NOT EXCEED NINETY (90) PERCENT OF THE WORK COMPLETED OR MATERIALS PAID FOR AND PROPERLY STORED ON SITE, OR IN A BONDED WAREHOUSE.

PAYMENTS SHALL BE CONDITIONED UPON OWNER'S REPRESENTATIVE APPROVING PROGRESS OF WORK AND MATERIALS STORED, IN ACCORDANCE WITH THE EXECUTED CONSTRUCTION CONTRACT.

REDUCTION OF RETAINAGE:
PER STATUTE F.S. 255.078, RETAINAGE SHALL BE REDUCED TO FIVE (5) PERCENT AFTER THE PROJECT REACHES FIFTY (50) PERCENT COMPLETION. FURTHER REDUCTION OF RETAINAGE SHALL BE AUTHORIZED ONLY AFTER THE PROJECT ACHIEVES SUBSTANTIAL COMPLETION AND THE CERTIFICATE OF OCCUPANCY OR FORM OEF 110B HAS BEEN FULLY EXECUTED. THE RETAINAGE REDUCTION BELOW FIVE (5) PERCENT SHALL REQUIRE THE RECOMMENDATION OF THE SUPERINTENDENT OR DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCTION MANAGEMENT, AND BE AUTHORIZED BY BOARD ACTION.

REDUCTION OF RETAINAGE ON IDENTIFIABLE PHASED PROJECTS IS PERMITTED, PURSUANT TO THE RULES ABOVE. FOR PHASED PROJECTS, IF THE OVERALL CONTRACT VALUE EXCEEDS THE CONSTRUCTION COST LIMIT PER STATUTE F.S. 287.055; REDUCTION OF RETAINAGE ON INDIVIDUAL PHASES SHALL REQUIRE BOARD APPROVAL.

FINAL PAYMENT OF RETAINAGE:
THE CRITERIA AND CONDITIONS FOR FINAL PAYMENT OF THE RETAINAGE INCLUDE:

1. THE SCHOOL BOARD ACCEPTS THE FACILITY VIA AN EXECUTED FORM 110B.

2. ALL CONTRACTUAL OBLIGATIONS HAVE BEEN COMPLETED.

3. EXECUTED FORM OEF 209, OR WHEN AN OEF 209 IS NOT REQUIRED, CERTIFICATION OF COMPLETION BY THE ARCHITECT OR ENGINEER OF RECORD.

FINAL ACCEPTANCE AND RELEASE OF RETAINAGE ON PROJECTS WITH A CONSTRUCTION COST LIMIT PER F.S. 287.055 SHALL NOT REQUIRE BOARD APPROVAL. APPROVAL SHALL BE GRANTED BY THE DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCITON MANAGEMENT OR DESIGNEE, UPON RECEIPT OF THE EXECUTED CERTIFICATE OF FINAL INSPECTION OR CERTFICATE OF COMPLETION NOTED ABOVE. FOR THE PURPOSES OF THIS RULE, CONSTRUCTION CONTRACTS THAT DO NOT REQUIRE A CERTIFICATE OF OCCUPANCY SHALL BE CERTIFIED AS SUBSTANTIALLY COMPLETE BY THE ARCHITECT OR ENGINEER OF RECORD.

AUTHORITY: F.S. 1001.41 (1) (2)
F.S. 1013.50
F.S. 218.735 (8)
F.S. 255.078
F.S. 287.055
POLICY ADOPTED: 1/21/82; 5/19/88; 1/16/07

Return completed form as needed to:
Office of Educational Facilities
325 West Gaines Street, Room 1054
Tallahassee, Florida 32399-0400
(850) 245-0494
Fax (850) 245-9236 or (850) 245-9304

FLORIDA DEPARTMENT OF EDUCATI
Office of Educational Facilities

CERTIFICATE OF OCCUPANCY

OEF USE ONLY

INSTRUCTIONS: Submit one copy of the completed form for each project over $300,000. Reproduce this form in sufficient quantity for your use.

RE: School Board of Broward County
P.002144-FSP - Silver Lakes MS - SMART Fire Sprinklers
Full Project - Fire Sprinklers Building 7- SMART Program

(☒ School District ☐ Florida College)
(☒ School Name ☐ Campus)
Description of Project
EFIS Number (if applicable)

In accordance with Section 1013.37(2)(c), Florida Statutes, and upon recommendation of the project architect/engineer and the certified inspector, as stated below, the subject project is ready for occupancy.

Signature: Date: 12/10/2025

☒ Superintendent ☐ President ☐ Designee

Intended Occupancy Date:

PROJECT ARCHITECT/ENGINEER AND CERTIFIED INSPECTOR I have inspected the subject project and, to the best of my knowledge and ability, I have determined that the safety systems* and the facility are in compliance with statutes, rules, and codes affecting the health and safety of its occupants; and that no asbestos-containing materials were specified for use in this building, nor to the best of my knowledge were asbestos containing materials used in the construction of this project.

Architect or Engineer of Record:

High Performance Green Building Standard Used [S. 255.2575(2), F.S.] — Rating Achieved

Name (Type or Print) DARRETT FRANCIS — 36494 License # — 02.28.2027 Expiration Date

Signature: Architect ☒ Engineer

Building Official:

Name (Type or Print) Perla Tarrau-Ayala — License # BU918 — Expiration Date 11/30/2027

Signature: 12/9/2025

Contractor:
FRANCIS ENGINEERING, INC.
Name (Type or Print) — 76005000011990 License # — 06.30.2026 Expiration Date

Threshold Inspector (if applicable):

Name (Type or Print) — License # — Expiration Date

Project Information

As-built lowest floor elevation (for new construction)

Code/Edition FBC 7th Occupancy Type(s) Construction Type(s) Occupant Load

Automatic Sprinkler System Required District/Florida College Permit Number 2329710084

Special Permit Stipulations

*Safety systems include, but are not limited to: exiting; safety; rescue; fire rating; fire protection; means of egress; master valves; eye wash and dousing shower in science labs; emergency disconnects in shops; fume and dust collection systems; heat and smoke detectors, stage protection including curtain operation, smoke vent, sprinklers, etc.; kitchen hood; fire sprinklers; smoke venting; illumination of means of egress; emergency lighting; emergency power; exit lights; fire alarm systems with required incidental functions; fire extinguishers; fuel fired heaters; electrical illumination; electrical system required ventilation; toilet facilities; kitchen hot water supply; water supply; and sewage disposal as they apply to this project.

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF FINAL INSPECTION

TO:	OEF USE ONLY
Office of Educational Facilities (OEF) 325 West Gaines Street, Room 1054 Tallahassee, Florida 32399-0400 (850) 245-0494 Fax (850) 245-9236 or (850) 245-9304	
INSTRUCTIONS: Submit for OEF files one copy of the completed form for all projects with construction costs exceeding $300,000. Mark the appropriate term within the parentheses. Reproduce this form in sufficient quantity for your use. Section 1013.37(2)(c), F.S.	

RE: P.002144 - FSP — OEF Assigned Project Number

School Board of Broward County — (□ School District □ Florida College)

Silver Lakes MS - SMART Fire Sprinklers — (□ School Name □ Campus)

2971 — (□ School □ College) Code Number

Fire Sprinkler Installation — Description of Project

SECTION A: BOARD'S ACCEPTANCE

Upon the recommendation of our Project (□ Architect □ Engineer) as certified in Section B below, in accordance with Chapter 1013, F.S., THE BOARD ACCEPTED the above-referenced project on February 10, 2026.

Name (Type or Print) _____

Signature: _____ Date: _____

(☑ Superintendent □ President)

SECTION B: (□ ARCHITECT □ ENGINEER) CERTIFICATION

As PROJECT (☑ ARCHITECT □ ENGINEER), I have inspected this project and, in my considered professional opinion, the work required by the contract for this project has been completed in accordance with approved contract documents; Chapter 1013, Florida Statutes; Rule 6A-2.0010, FAC; Chapter 553, F.S.; and the Florida Building Code.

Signature: _____ Date: 1-12-26

Firm Name: CORRECT FRANCIS

Address: 1232 SW 31 AVE (Street/P.O. Box) FT. LAUDERDALE (City) FL (State) 33312 (Zip)

SECTION C: □ Building Official □ Other (Specify) Certification _____

I have inspected the project, and in my considered opinion, it is complete and in accordance with applicable statutes, rules, and codes.

Name (Type or Print) Perla Tarrau-Ayala

Signature: _____ Date: 12/19/2025

☑ Building Official □ Certified Inspector

SECTION D: FACILITY INFORMATION.

1. TYPE OF PROJECT: □ New Plant □ Addition □ Remodeling □ Renovation □ _____	2. CORRECTED "SPACE INVENTORY REPORT" (land, building, room) HAS BEEN FILED WITH THE OEF: □ Yes □ No □ N/A If "No," explain: _____
3. SOURCE OF FUNDS: □ Local □ State □ Federal □ _____	4. ADJUSTED FINAL CONTRACT AMOUNT: $545,825.00
	5. PROJECT GROSS SQUARE FOOTAGE: SQ. FT.
	6. COST PER GROSS SQUARE FOOT: $
	7. COST PER STUDENT STATION: $

CERTIFICATE OF FINAL INSPECTION (CFI)

8. BUILDING CONTRACT DATE: 10.15.2025 COMPLETION DATE: _____

9. CHANGE ORDERS - List of each Change Order and amount (excluding Direct Purchase amounts).

C.O. No. _____ $ _____ C.O. No. _____ $ _____

C.O. No. _____ $ _____ C.O. No. _____ $ _____

C.O. No. _____ $ _____ C.O. No. _____ $ _____

C.O. No. _____ $ _____ C.O. No. _____ $ _____

10. Date of Occupancy: 12.09.2025

11. Additional Information:

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Final Acceptance and Release of Retainage
Francis Engineering, Inc.
Silver Lakes Middle School
P.002144-FSP

School Board Meeting: 02.10.2026

The financial impact of this item is $0.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is no impact to the project budget

There is no budget or spending authority impact for this item. The final contract payment for retainage of $25,655.85 will be released to the contractor.

Department Name
Capital Budget

Department Head
Omar Shim, Director of Capital Budget

Omar Shim - 01/08/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-10.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Final Acceptance, Release of Retainage - Charles Drew FRC, P.001848

REQUESTED ACTION:

Approve Final Acceptance of the Project, Release of Retainage, a time extension of 119 days to Substantial Completion, and a time extension of 660 days between Substantial and Final Completion. District 7

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Closeout Documents
- Collaboration Form

FINANCIAL IMPACT:

The final contract payment for retainage in the amount of $80,725.44 will be released to the contractor.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jan 27,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – Task Assigned
Phone: 754-321-2659

EXECUTIVE SUMMARY

Final Acceptance and Release of Retainage
Charles Drew Family Resource Center, Pompano Beach
Former SMART Program Renovations
Project No. P.001848

Board Meeting Date: February 10, 2026

Requested Action:

Approve Final Acceptance of the Project, Release of Retainage, a time extension of 119 days to Substantial Completion, and a time extension of 660 days between Substantial and Final Completion.

School Board Policy Requirement/Authority: Policy 7005 mandates that final payment may be released only after the SBBC has accepted the facility through an executed Form OEF 110B, all contractual obligations have been fulfilled, and an executed Form OEF 209 has been provided.

Statutory Requirement/Authority: Pursuant to F.S. 1013.50, final payment to the contractor is prohibited until the project is formally accepted by the SBBC.

District-zone Impact: District 7

Impact of the School Board's Vote:

- If the School Board votes "Yes": This action finalizes the closeout of the project and authorizes the release of retainage (final payment) to the contractor.
- If the School Board votes "No": The final payment cannot be released to the contractor, thereby delaying project closeout.

Background/History

A Notice to Proceed (NTP) was issued to H.A. Contracting Corp. on July 5, 2022, with an original contract duration of 430 days to achieve Substantial Completion of the work. The project scope included HVAC improvements and new smoke detector interfaces, as well as building envelope improvements consisting of exterior wall renovations, aluminum-covered walkway repairs, and re-roofing Buildings 1-10 and 13.

Progress toward Substantial Completion was impacted by construction material availability issues, particularly associated with roofing systems. Revisions to the specified roofing materials were required, along with coordination and approvals involving the Project Consultant and the Building Department. These factors, combined with challenges in maintaining the planned construction pace, extended the duration of roofing activities and affected the overall project

schedule. Construction activities were ultimately completed, and the project reached Substantial Completion in January 2024.

Prior to Substantial Completion, it was determined that installation of the unit ventilators was not required, as the existing system was fully operational. While the construction work was substantially complete, Final Completion was delayed due to the administrative processing of the associated design change. Approval of the design documentation by the Project Consultant required an extended period (approximately one year), after which additional time was needed to complete the related professional services amendment, process the corresponding construction change order, and finalize closeout documentation. These delays were administrative in nature and not the result of outstanding construction work.

Given these circumstances, AECOM recommends approval of a 119-day extension to allow for timely Substantial Completion and an additional 660-day extension between Substantial and Final Completion. AECOM further recommends the release of the remaining retainage of $80,725.44 to H.A. Contracting Corp.

PROJECT SCHEDULE SUMMARY

Notice to Proceed:	07/05/22
Actual Substantial Completion Date:	01/29/24
Actual Final Completion Date:	12/19/25

Alignment to 2027 Goals and Guardrails:

Business Operations

Measurable Outcome(s)/Return on Investment:

Project closeout confirms completion and authorizes the release of the final payment to the contractor.

Financial Impact, Funding Source & Budget Status:

- There is no budget or spending authority impact for this item. The final contract payment for retainage of $80,725.44 will be released to the contractor.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (days)
Original Base Contract	04/19/22	Yes	Capital	3,650,000.00	430
Direct Owner Purchases	—	—	—	(747,044.25)	0
Previously Approved COs	—	—	—	(893,444.57)	24
Current Request	—	—	—	0.00	119

Revised Contract Amount	**—**	**—**	**—**	**2,009,511.18**	**573**

Multi-year agreement: Yes / No

No, this item is not a multi-year agreement. All costs are within the current fiscal year's budget. Although a construction schedule was established at the outset of the project and may have been modified through approved change orders, the schedule is being finalized and reconciled as part of the construction closeout process.

Procurement Method: ITB – Design/Bid/Build

Impact on Schools:

Not applicable

If there is an impact on schools, how will schools be selected/prioritized:

Not applicable

Stakeholder Engagement/ End-User Input:

Not applicable

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:

Not applicable

Additional Backup:

Not applicable

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 (754) 321-0505

Document 00640: General Release and Full Release of Lien

KNOW ALL MEN BY THESE PRESENTS,

That the undersigned: **Victor Angelo**

of: H.A. Contracting Corp City of: Doral

County of: Miami-Dade State of: Florida

Herein referred to as "Contractor" executes this General Release and Full Release of Lien in favor of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA of 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, herein referred to as "The School Board".

In consideration of the sum of:

Written Amount: Eighty Thousand Seven Hundred Twenty-Five and 44/100 Dollars

Figures: $ **80,725.44**

receipt of which from The School Board is hereby acknowledged, Contractor for itself and its successors and assigns, has remised, released, and forever discharged, and by these presents does, for itself and its successors and assigns, does remise, release, acquit, satisfy, and forever discharge The School Board, its successors, employees, administrators and assigns, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which against The School Board or The School Board's successors, employees, administrators and assigns, Contractor ever had, now has, or over which Contractor's successors and assigns, hereafter can, shall or may have, for upon, or by reason of any matter, cause of thing whatsoever with regard to the project known as:

Charles Drew Family Resource Center - P.001848

In consideration of the above-said moneys, receipt of which from The School Board is hereby acknowledged, Contractor does hereby release and quit claim to The School Board, its successors and assigns, all claims liens, lien rights, claims or demands of any kind whatsoever which Contractor now has or might have against the building or premises situated at:

2600 NW 9th Court Pompano Beach, FL 33069

and legally described as:

On account of labor performed and/or material furnished for the construction of any building thereon or in otherwise improving said property situated as above described. The Contractor further certifies that all lienors contracting directly with or directly employed by the Contractor have been paid in full and that all labor and materials furnished for said construction, including subcontractors employed by the undersigned, have been paid in full. The Contractor further authorizes the clerks of the County Records Division of Broward County, Florida to discharge the lien given to the undersigned in a claim of lien recorded in the Official Records of Broward County, Florida at Book_____, Page _____ , executed by:

_____

on this 20 day of JANUARY , 2026 .

IN WITNESS WHEREOF,

H.A. CONTRACTING CORP. has hereunto set its hand and seal

on this 20 day of JANUARY , 2026 .

(Corporate Seal)

Attest:

(Secretary)

By: VICTOR ANGELO (Seal)

Notarization

State of: FLORIDA)
County of: DADE)

Sworn to and subscribed before me, the undersigned authority, by VICTOR ANGELO

who is personally known to me or did produce: _____

As identification and who did take an oath, acknowledged and subscribed the foregoing General Release and Full Release of Lien for purposes therein expressed.

Notary Public: _____ **Affix Seal**

Commission Expires on: 6/9/2026

KELLI ERBS GARCELL
MY COMMISSION # HH 240912
EXPIRES: June 9, 2026

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, FL 33311
TEL (754) 321-1500 • FAX (754) 321-1501

Reduction of Retainage Certification

Facility:
Project Name: Charles Drew Family Resource Center
Contractor: HA Contracting Corp
Project Manager: Kristina McHugh

Project P.001848
Date: 22-Jan-26
Location No.:
Phase No.:

1. Current Level of Retainage 5 %
2. Proposed Level of Retainage 0 %
3. Retainage Reduction Ratio (RR) 1.000

(Item 1 - Item 2) / Item 1

Company Name of Entity to Receive Reduction of Retainage	Current Total Retainage	RR	Retainage to be Released
Apex CDU	$ 3,642.50	1.000	$ 3,642.50
Atlas Apex	$ 45,998.62	1.000	$ 45,998.62
CTC Mechanical	$ 6,388.00	1.000	$ 6,388.00
Florida Latin Plumbing	$ 4,472.80	1.000	$ 4,472.80
JJAS Doors	$ 254.65	1.000	$ 254.65
Universal Electric	$ 5,735.20	1.000	$ 5,735.20
H.A. Contracting Corp	$ 14,233.67	1.000	$ 14,233.67
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
Total	**$ 80,725.44**		**$ 80,725.44**

$ 80,725.44		1.000		$ 80,725.44		$ -
Current Total Retainage	x	Reduction Ratio	=	Retainage to be Released		Retainage Balance

The undersigned hereby certifies that they will release retainage being paid to them by the School Board of Broward County to their various subcontractors in accordance with the schedule above.

Company Name: H.A. CONTRACTING CORP.

Authorized Signature

VICTOR ANGELO
Print Name

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCUMENT G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☑
OTHER	☐

Bond No. 21BCSIU5807

PROJECT: Charles Drew Family Resource Center-SMART Program Renovations
(name, address)

TO (Owner) The School Board of Broward County, FL

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Construction

CONTRACT DATE: April 19, 2022

CONTRACTOR:
H.A. Contracting Corp.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

Hartford Fire Insurance Company , SURETY COMPANY,

on bond of (here insert name and address of Contractor)

H.A. Contracting Corp. , CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

The School Board of Broward County, FL , OWNERS,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 14th day of January, 2026 .

Hartford Fire Insurance Company
Surety Company

Signature of Authorized Representative

Attest: As per the attached
(Seal): Power of Attorney

Robert H. Benson, Attorney In Fact
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

AIA DOCUMENT G707 • CONSENT OF SURETY COMPANY TO FINAL PAYMENT • APRIL 1970 EDITION • AIA®
© 1970 • THE AMERICAN INSTITUTE OF ARCHITECTS. 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006

ONE PAGE

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: R H BENSON & CO INC
Agency Code: 21-222553

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Robert H. Benson of MIAMI SHORES, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 14, 2026.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois

Keith D. Dozois, Assistant Vice President

PAYMENTS TO CONTRACTOR DURING CONSTRUCTION

PER STATUTE F.S. 255.078, AND EXCEPT AS PROVIDED BELOW, CONSTRUCTION PAYMENTS ON PROJECTS UP TO FIFTY (50) PERCENT COMPLETION SHALL NOT EXCEED NINETY (90) PERCENT OF THE WORK COMPLETED OR MATERIALS PAID FOR AND PROPERLY STORED ON SITE, OR IN A BONDED WAREHOUSE.

PAYMENTS SHALL BE CONDITIONED UPON OWNER'S REPRESENTATIVE APPROVING PROGRESS OF WORK AND MATERIALS STORED, IN ACCORDANCE WITH THE EXECUTED CONSTRUCTION CONTRACT.

REDUCTION OF RETAINAGE:
PER STATUTE F.S. 255.078, RETAINAGE SHALL BE REDUCED TO FIVE (5) PERCENT AFTER THE PROJECT REACHES FIFTY (50) PERCENT COMPLETION. FURTHER REDUCTION OF RETAINAGE SHALL BE AUTHORIZED ONLY AFTER THE PROJECT ACHIEVES SUBSTANTIAL COMPLETION AND THE CERTIFICATE OF OCCUPANCY OR FORM OEF 110B HAS BEEN FULLY EXECUTED. THE RETAINAGE REDUCTION BELOW FIVE (5) PERCENT SHALL REQUIRE THE RECOMMENDATION OF THE SUPERINTENDENT OR DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCTION MANAGEMENT, AND BE AUTHORIZED BY BOARD ACTION.

REDUCTION OF RETAINAGE ON IDENTIFIABLE PHASED PROJECTS IS PERMITTED, PURSUANT TO THE RULES ABOVE. FOR PHASED PROJECTS, IF THE OVERALL CONTRACT VALUE EXCEEDS THE CONSTRUCTION COST LIMIT PER STATUTE F.S. 287.055; REDUCTION OF RETAINAGE ON INDIVIDUAL PHASES SHALL REQUIRE BOARD APPROVAL.

FINAL PAYMENT OF RETAINAGE:
THE CRITERIA AND CONDITIONS FOR FINAL PAYMENT OF THE RETAINAGE INCLUDE:

1. THE SCHOOL BOARD ACCEPTS THE FACILITY VIA AN EXECUTED FORM 110B.

2. ALL CONTRACTUAL OBLIGATIONS HAVE BEEN COMPLETED.

3. EXECUTED FORM OEF 209, OR WHEN AN OEF 209 IS NOT REQUIRED, CERTIFICATION OF COMPLETION BY THE ARCHITECT OR ENGINEER OF RECORD.

FINAL ACCEPTANCE AND RELEASE OF RETAINAGE ON PROJECTS WITH A CONSTRUCTION COST LIMIT PER F.S. 287.055 SHALL NOT REQUIRE BOARD APPROVAL. APPROVAL SHALL BE GRANTED BY THE DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCITON MANAGEMENT OR DESIGNEE, UPON RECEIPT OF THE EXECUTED CERTIFICATE OF FINAL INSPECTION OR CERTFICATE OF COMPLETION NOTED ABOVE. FOR THE PURPOSES OF THIS RULE, CONSTRUCTION CONTRACTS THAT DO NOT REQUIRE A CERTIFICATE OF OCCUPANCY SHALL BE CERTIFIED AS SUBSTANTIALLY COMPLETE BY THE ARCHITECT OR ENGINEER OF RECORD.

AUTHORITY: F.S. 1001.41 (1) (2)
F.S. 1013.50
F.S. 218.735 (8)
F.S. 255.078
F.S. 287.055
POLICY ADOPTED: 1/21/82; 5/19/88; 1/16/07

Return completed form as needed to:
Office of Educational Facilities
325 West Gaines Street, Room 1054
Tallahassee, Florida 32399-0400
(850) 245-0494
Fax (850) 245-9236 or (850) 245-9304

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF OCCUPANCY

OEF USE ONLY

INSTRUCTIONS: Submit one copy of the completed form for each project over $300,000. Reproduce this form in sufficient quantity for your use.

RE: School Board of Broward County (☒ School District ☐ Florida College)

P.001848 - Charles Drew Family Resource Center - SMART Program Renovations (☒ School Name ☐ Campus)

Full Project - Description of Project

EFIS Number (if applicable)

In accordance with Section 1013.37(2)(c), Florida Statutes, and upon recommendation of the project architect/engineer and the certified inspector, as stated below, the subject project is ready for occupancy.

Signature: Dr. Howard Hepburn Date: 03.07.2025

☒ Superintendent ☐ President ☐ Designee

Intended Occupancy Date:

PROJECT ARCHITECT/ENGINEER AND CERTIFIED INSPECTOR I have inspected the subject project and, to the best of my knowledge and ability, I have determined that the safety systems* and the facility are in compliance with statutes, rules, and codes affecting the health and safety of its occupants; and that no asbestos-containing materials were specified for use in this building, nor to the best of my knowledge were asbestos containing materials used in the construction of this project.

Architect or Engineer of Record:

High Performance Green Building Standard Used [S. 255.2575(2), F.S.] — Rating Achieved

Name (Type or Print)	License #	Expiration Date
Dulce Conde	AR95889	02.28.2025

Signature: Dulce Conde

☒ Architect ☐ Engineer

Building Official:

Name (Type or Print)	License #	Expiration Date
Perla Tarrau-Ayala	BU1918	11.30.2025

Signature: Perla Tarrau-Ayala - 02.28.2025

Contractor:

Name (Type or Print)	License #	Expiration Date
H.A. CONTRACTING CORP.	CGC 0101703	08.31.2026

Threshold Inspector (if applicable):

Name (Type or Print)	License #	Expiration Date

Project Information As-built lowest floor elevation (for new construction)

Code/Edition 2017 Occupancy Type(s) Construction Type(s) Occupant Load

Automatic Sprinkler System Required District/Florida College Permit Number 1703010458

Special Permit Stipulations

*Safety systems include, but are not limited to: exiting; safety; rescue; fire rating; fire protection; means of egress; master valves; eye wash and dousing shower in science labs; emergency disconnects in shops; fume and dust collection systems; heat and smoke detectors, stage protection including curtain operation, smoke vent, sprinklers, etc.; kitchen hood; fire sprinklers; smoke venting; illumination of means of egress; emergency lighting; emergency power; exit lights; fire alarm systems with required incidental functions; fire extinguishers; fuel fired heaters; electrical illumination; electrical system required ventilation; toilet facilities; kitchen hot water supply; water supply; and sewage disposal as they apply to this project.

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF FINAL INSPECTION

TO: Office of Educational Facilities (OEF) 325 West Gaines Street, Room 1054 Tallahassee, Florida 32399-0400 (850) 245-0494 Fax (850) 245-9236 or (850) 245-9304	OEF USE ONLY
INSTRUCTIONS: Submit for OEF files one copy of the completed form for all projects with construction costs exceeding $300,000. Mark the appropriate term within the parentheses. Reproduce this form in sufficient quantity for your use. Section 1013.37(2)(c), F.S.	

RE: P.001848 — OEF Assigned Project Number

School Board of Broward County — (☒ School District ☐ Florida College)

Charles Drew Family Resource Center — (☒ School Name ☐ Campus)

0301 — (☒ School ☐ College) Code Number

Charles Drew Family Resource Center - SMART Program Renovations — Description of Project

SECTION A: BOARD'S ACCEPTANCE

Upon the recommendation of our Project (☒ Architect Engineer) as certified in Section B below, in accordance with Chapter 1013, F.S., THE BOARD ACCEPTED the above-referenced project on

Name (Type or Print) _____

Signature: _____ Date:
(☐ Superintendent ☐ President)

SECTION B: (☒ ARCHITECT ENGINEER) CERTIFICATION

As PROJECT (☒ ARCHITECT ENGINEER), I have inspected this project and, in my considered professional opinion, the work required by the contract for this project has been completed in accordance with approved contract documents; Chapter 1013, Florida Statutes; Rule 6A-2.0010, FAC; Chapter 553, F.S.; and the Florida Building Code.

Signature: Dulce Conde Date 04.30.2025

Firm Name: SOL-ARCH, INC.

Address:	9485 Sunset Drive	Miami	Fl	33173
	Street/P.O. Box	City	State	Zip

SECTION C: ☒ Building Official ☐ Other (Specify) Certification _____

I have inspected the project, and in my considered opinion, it is complete and in accordance with applicable statutes, rules, and codes.

Name (Type or Print) Perla Tarrau-Ayala

Signature: Perla Tarrau-Ayala Date: 12.19.2025

☒ Building Official ☐ Certified Inspector

SECTION D: FACILITY INFORMATION.

1. TYPE OF PROJECT: New Plant Addition Remodeling Renovation	2. CORRECTED "SPACE INVENTORY REPORT" (land, building, room) HAS BEEN FILED WITH THE OEF: Yes No N/A If "No," explain:
3. SOURCE OF FUNDS: Local State Federal	4. ADJUSTED FINAL CONTRACT AMOUNT: $2,009,511.18
	5. PROJECT GROSS SQUARE FOOTAGE: SQ. FT.
	6. COST PER GROSS SQUARE FOOT: $
	7. COST PER STUDENT STATION: $

CERTIFICATE OF FINAL INSPECTION (CFI)

8. BUILDING CONTRACT DATE: COMPLETION DATE: 04.30.2025

9. CHANGE ORDERS - List of each Change Order and amount (excluding Direct Purchase amounts).

Change Order #	Change Order Amount
19	3,188.61
9	-45,122.66
27	-851,510.52

10. Date of Occupancy: 02.28.2025

11. Additional Information:

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Final Acceptance and Release of Retainage
H.A. CONTRACTING CORP.
Charles Drew Family Resource Center
P.001848

School Board Meeting: 02.10.2026

The financial impact of this item is $0.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is no impact to the project budget

There is no budget or spending authority impact for this item. The final contract payment for retainage of $80,725.44 will be released to the contractor.

Department Name
Capital Budget

Department Head
Omar Shim, Director of Capital Budget

Omar Shim - 01/20/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-11.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Final Acceptance, Release of Retainage - Coconut Palm ES, P.002088

REQUESTED ACTION:

Approve Final Acceptance of the Project, Release of Retainage, a time extension of 511 days to Substantial Completion, and a time extension of 70 days between Substantial and Final Completion. District 2

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Closeout Documents
- Collaboration Form

FINANCIAL IMPACT:

The final contract payment for retainage in the amount of $105,453.45 will be released to the contractor.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jan 27,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – Task Assigned
Phone: 754-321-2659

EXECUTIVE SUMMARY

Final Acceptance and Release of Retainage
Coconut Palm Elementary School, Miramar
Former SMART Program Renovations
Project No. P.002088

Board Meeting Date: February 10, 2026

Requested Action:

Approve Final Acceptance of the Project, Release of Retainage, a time extension of 511 days to Substantial Completion, and a time extension of 70 days between Substantial and Final Completion.

School Board Policy Requirement/Authority: Policy 7005 mandates that final payment may be released only after the SBBC has accepted the facility through an executed Form OEF 110B, all contractual obligations have been fulfilled, and an executed Form OEF 209 has been provided.

Statutory Requirement/Authority: Pursuant to F.S. 1013.50, final payment to the contractor is prohibited until the project is formally accepted by the SBBC.

District-zone Impact: District 2

Impact of the School Board's Vote:

- If the School Board votes "Yes": This action finalizes the closeout of the project and authorizes the release of retainage (final payment) to the contractor.
- If the School Board votes "No": The final payment cannot be released to the contractor, thereby delaying project closeout.

Background/History

A Notice to Proceed (NTP) was issued to Campus Construction Group, Inc. on December 20, 2021, with an original contract duration of 358 days to achieve Substantial Completion. The project scope included campus-wide fire alarm panel replacement, HVAC improvements, and reroofing of Buildings 1 and 2.

Throughout construction, the project experienced multiple delays due to a combination of design adjustments, coordination requirements, and regulatory review processes. Early in the project, the work was impacted by mechanical and electrical coordination issues involving the replacement of a chiller pump, which required new motor starters not originally identified in the contract documents. This modification resulted in an inspection delay while revised documentation was prepared and approved, resulting in a delay in HVAC test and balance activities.

Subsequent delays occurred during the fire alarm system installation phase due to additional devices requested by inspectors, repeated plan resubmittals, and extended permit reviews. These updates, combined with multiple review cycles and approval timelines, lengthened the duration of this work effort.

Work on the structural I-beam installation was also temporarily paused to allow for the development and approval of an engineered Maintenance of Traffic (MOT) and Evacuation Plan. Construction resumed promptly upon plan approval and inspection. Additional time was necessary to complete the I-beam fireproofing, finalize roof tie-downs, and coordinate with Physical Plant Operations on rooftop exhaust fan and lightning protection work.

Based on this review, AECOM recommends granting an additional 511-day extension to permit timely Substantial Completion, and a further 70-day extension between Substantial and Final Completion. Furthermore, AECOM recommends releasing the remaining retainage amount of $105,453.45 to Campus Construction Group, Inc.

PROJECT SCHEDULE SUMMARY

Notice to Proceed:	12/20/21
Actual Substantial Completion Date:	09/03/24
Actual Final Completion Date:	12/12/24

Alignment to 2027 Goals and Guardrails:

Business Operations

Measurable Outcome(s)/Return on Investment:

Project closeout confirms completion and authorizes the release of the final payment to the contractor.

Financial Impact, Funding Source & Budget Status:

- There is no budget or spending authority impact for this item. The final contract payment for retainage of $105,453.45 will be released to the contractor.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (days)
Original Base Contract	10/12/21	Yes	Capital	2,166,000.00	358
Direct Owner Purchases	—	—	—	(85,650.50)	0
Previously Approved COs	—	—	—	97,586.39	119

Current Request	—	—	—	0.00	511
Revised Contract Amount	**—**	**—**	**—**	**2,177,935.89**	**988**

Multi-year agreement: Yes / No
No, this item is not a multi-year agreement. All costs are within the current fiscal year's budget. Although a construction schedule was established at the outset of the project and may have been modified through approved change orders, the schedule is being finalized and reconciled as part of the construction closeout process.

Procurement Method: ITB – Design/Bid/Build

Impact on Schools:
Not applicable

If there is an impact on schools, how will schools be selected/prioritized:
Not applicable

Stakeholder Engagement/ End-User Input:
Not applicable

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
Not applicable

Additional Backup:
Not applicable

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 (754) 321-0505

Document 00640: General Release and Full Release of Lien

KNOW ALL MEN BY THESE PRESENTS,

That the undersigned: **Hector J. Fernandez**

of: Campus Construction Group, Inc. City of: Miami

County of: Miami - Dade State of: Florida

Herein referred to as "Contractor" executes this General Release and Full Release of Lien in favor of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA of 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, herein referred to as "The School Board".

In consideration of the sum of:

Written Amount: One Hundred Five Thousand Four Hundred Fifty Three 45/100 Dollars

Figures: $ **105,453.45**

receipt of which from The School Board is hereby acknowledged, Contractor for itself and its successors and assigns, has remised, released, and forever discharged, and by these presents does, for itself and its successors and assigns, does remise, release, acquit, satisfy, and forever discharge The School Board, its successors, employees, administrators and assigns, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which against The School Board or The School Board's successors, employees, administrators and assigns, Contractor ever had, now has, or over which Contractor's successors and assigns, hereafter can, shall or may have, for upon, or by reason of any matter, cause of thing whatsoever with regard to the project known as:

Coconut Palm ES – Smart Program Renovations

In consideration of the above-said moneys, receipt of which from The School Board is hereby acknowledged, Contractor does hereby release and quit claim to The School Board, its successors and assigns, all claims liens, lien rights, claims or demands of any kind whatsoever which Contractor now has or might have against the building or premises situated at:

13601 Monarch Lakes Blvd. Miramar Fl. 33027

and legally described as:

Coconut Palm Elementary School

On account of labor performed and/or material furnished for the construction of any building thereon or in otherwise improving said property situated as above described. The Contractor further certifies that all lienors contracting directly with or directly employed by the Contractor have been paid in full and that all labor and materials furnished for said construction, including subcontractors employed by the undersigned, have been paid in full. The Contractor further authorizes the clerks of the County Records Division of Broward County, Florida to discharge the lien given to the undersigned in a claim of lien recorded in the Official Records of Broward County, Florida at Book____, Page ____ , executed by:

_____

on this **21** day of **November** , 20 **25**.

IN WITNESS WHEREOF,

Hector Fernandez has hereunto set its hand and seal

on this **21** day of **November** , 20 **25**.

(Corporate Seal)

Attest:

By: Hector Fernandez (President) (Seal)

_____ _____

(Secretary)

Notarization

State of: Florida)

County of: Miami-Dade)

Sworn to and subscribed before me, the undersigned authority, by

who is personally known to me or did produce:

As identification and who did take an oath, acknowledged and subscribed the foregoing General Release and Full Release of Lien for purposes therein expressed.

Notary Public: Monica Cruz **Affix Seal**

Commission Expires on: 2/1/2027

Notary Public State of Florida
Monica Cruz
My Commission HH 356821
Expires 2/1/2027

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, FL 33311
TEL (754) 321-1500 • FAX (754) 321-1501

Reduction of Retainage Certification

Facility: Coconut Palm Elementary School **Project No.: 002088**
Project Name: Coconut Palm ES – Smart Program Renovations
Contractor: Campus Cc **Date: 11/20/2025**
Project Manager: **Location No.: 3741**
Phase No.:

1. Current Level of Retainage 5 %
2. Proposed Level of Retainage 0 %
3. Retainage Reduction Ratio (RR) 1.000 (Item 1 - Item 2) / Item 1

Company Name of Entity to Receive Reduction of Retainage	Current Total Retainage	RR	Retainage to be Released
Campus Construction Group, Inc	$ 105,453.45	1.000	$ 105,453.45
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
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		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
Total	**$ 105,453.45**		**$ 105,453.45**

$ 105,453.45		1.000		$ 105,453.45		$ -
Current Total Retainage	x	Reduction Ratio	=	Retainage to be Released		Retainage Balance

The undersigned hereby certifies that they will release retainage being paid to them by the School Board of Broward County to their various subcontractors in accordance with the schedule above.

Company Name: Campus Construction Group, Inc.

Authorized Signature

HECTOR J FERNANDEZ
Print Name

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☑
OTHER ☐

Bond No. GS59300235

TO OWNER:
(Name and address)

The School Board of Broward County
1643 North Harrison Parkway
Sunrise, FL 33323

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: CONSTRUCTION

CONTRACT DATED: October 12, 2021

PROJECT:
(Name and address)

SMART Program Renovations at Coconut Palm Elementary School

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

The Gray Insurance Company
P.O. Box 6202
Metairie, LA 70009-6202

, SURETY,

on bond of
(Insert name and address of Contractor)

Campus Construction Group, Inc.
7925 Northwest 12th Street, Suite 104
Doral, FL 33126

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

The School Board of Broward County
1643 North Harrison Parkway
Sunrise, FL 33323

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 29, 2025
(Insert in writing the month followed by the numeric date and year.)

The Gray Insurance Company
(Surety)

By: _____
(Signature of authorized representative)

Attest:
(Seal): Eileen Heard, Surety Witness

Kevin Wojtowicz — Attorney-in-Fact and Florida Licensed Resident Agent
(Printed name and title)

09/23/2025 09:57 2999394022689

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS59300235 **Principal:** Compas Construction Group, Inc.

Project: SMART Program Renovations at Coconut Palm Elementary School

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Fabian Perez, Kevin Wojtowicz, Jessica Reno, Sabra Gambino, Edwin T. Collins, IV, Devin Phillips, and Christian Collins of St. Petersburg, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of
$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 29 day of December 2025

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 29 day of December 2025

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

PAYMENTS TO CONTRACTOR DURING CONSTRUCTION

PER STATUTE F.S. 255.078, AND EXCEPT AS PROVIDED BELOW, CONSTRUCTION PAYMENTS ON PROJECTS UP TO FIFTY (50) PERCENT COMPLETION SHALL NOT EXCEED NINETY (90) PERCENT OF THE WORK COMPLETED OR MATERIALS PAID FOR AND PROPERLY STORED ON SITE, OR IN A BONDED WAREHOUSE.

PAYMENTS SHALL BE CONDITIONED UPON OWNER'S REPRESENTATIVE APPROVING PROGRESS OF WORK AND MATERIALS STORED, IN ACCORDANCE WITH THE EXECUTED CONSTRUCTION CONTRACT.

REDUCTION OF RETAINAGE:
PER STATUTE F.S. 255.078, RETAINAGE SHALL BE REDUCED TO FIVE (5) PERCENT AFTER THE PROJECT REACHES FIFTY (50) PERCENT COMPLETION. FURTHER REDUCTION OF RETAINAGE SHALL BE AUTHORIZED ONLY AFTER THE PROJECT ACHIEVES SUBSTANTIAL COMPLETION AND THE CERTIFICATE OF OCCUPANCY OR FORM OEF 110B HAS BEEN FULLY EXECUTED. THE RETAINAGE REDUCTION BELOW FIVE (5) PERCENT SHALL REQUIRE THE RECOMMENDATION OF THE SUPERINTENDENT OR DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCTION MANAGEMENT, AND BE AUTHORIZED BY BOARD ACTION.

REDUCTION OF RETAINAGE ON IDENTIFIABLE PHASED PROJECTS IS PERMITTED, PURSUANT TO THE RULES ABOVE. FOR PHASED PROJECTS, IF THE OVERALL CONTRACT VALUE EXCEEDS THE CONSTRUCTION COST LIMIT PER STATUTE F.S. 287.055; REDUCTION OF RETAINAGE ON INDIVIDUAL PHASES SHALL REQUIRE BOARD APPROVAL.

FINAL PAYMENT OF RETAINAGE:
THE CRITERIA AND CONDITIONS FOR FINAL PAYMENT OF THE RETAINAGE INCLUDE:

1. THE SCHOOL BOARD ACCEPTS THE FACILITY VIA AN EXECUTED FORM 110B.

2. ALL CONTRACTUAL OBLIGATIONS HAVE BEEN COMPLETED.

3. EXECUTED FORM OEF 209, OR WHEN AN OEF 209 IS NOT REQUIRED, CERTIFICATION OF COMPLETION BY THE ARCHITECT OR ENGINEER OF RECORD.

FINAL ACCEPTANCE AND RELEASE OF RETAINAGE ON PROJECTS WITH A CONSTRUCTION COST LIMIT PER F.S. 287.055 SHALL NOT REQUIRE BOARD APPROVAL. APPROVAL SHALL BE GRANTED BY THE DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCITON MANAGEMENT OR DESIGNEE, UPON RECEIPT OF THE EXECUTED CERTIFICATE OF FINAL INSPECTION OR CERTFICATE OF COMPLETION NOTED ABOVE. FOR THE PURPOSES OF THIS RULE, CONSTRUCTION CONTRACTS THAT DO NOT REQUIRE A CERTIFICATE OF OCCUPANCY SHALL BE CERTIFIED AS SUBSTANTIALLY COMPLETE BY THE ARCHITECT OR ENGINEER OF RECORD.

AUTHORITY: F.S. 1001.41 (1) (2)
F.S. 1013.50
F.S. 218.735 (8)
F.S. 255.078
F.S. 287.055
POLICY ADOPTED: 1/21/82; 5/19/88; 1/16/07

Return completed form as needed to:
Office of Educational Facilities
325 West Gaines Street, Room 1054
Tallahassee, Florida 32399-0400
(850) 245-0494
Fax (850) 245-9236 or (850) 245-9304

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF OCCUPANCY

OEF USE ONLY

INSTRUCTIONS: Submit one copy of the completed form for each project over $300,000. Reproduce this form in sufficient quantity for your use.

DOCUMENT CONTROL RECEIVED/SCANNED OCT 25 2024 AECOM Broward County Schools

RE: Broward County Public Schools
Coconut Palm ES
Smart Program Renovation P.002088
3741- P.002088

(□ School District □ Florida College)
(□ School Name □ Campus)
Description of Project
EFIS Number (if applicable)

dh FILE COPY

In accordance with Section 1013.37(2)(c), Florida Statutes, and upon recommendation of the project architect/engineer and the certified inspector, as stated below, the subject project is ready for occupancy.

Signature: _____ Date: 10/21/24

■ Superintendent □ President □ Designee
Dr. Howard Hepburn

Intended Occupancy Date: N/A

PROJECT ARCHITECT/ENGINEER AND CERTIFIED INSPECTOR I have inspected the subject project and, to the best of my knowledge and ability, I have determined that the safety systems* and the facility are in compliance with statutes, rules, and codes affecting the health and safety of its occupants; and that no asbestos-containing materials were specified for use in this building, nor to the best of my knowledge were asbestos containing materials used in the construction of this project.

Architect or Engineer of Record:

High Performance Green Building Standard Used [S. 255.2575(2), F.S.] | Rating Achieved

Raul S. Mastrapa | #40182 | February 28, 2025
Name (Type or Print) | License # | Expiration Date

RAUL S. MASTRAPA LICENSE No. 40182 STATE OF FLORIDA PROFESSIONAL ENGINEER 9/19/2024

Signature: _____
□ Architect x Engineer

Building Official:

Perla Tarrau-Ayala | B&L1918 | 11/30/2025
Name (Type or Print) | License # | Expiration Date

Signature: Perla M. Tarrau-Ayala 10/1/2024

Contractor:

Campus Construction Group, Inc. | CGC-059239 | AUGUST 31, 2026
Name (Type or Print) | License # | Expiration Date

Threshold Inspector (if applicable):

Name (Type or Print) | License # | Expiration Date

Project Information

As-built lowest floor elevation (for new construction) _____

Code/Edition _____ Occupancy Type(s) _____ Construction Type(s) _____ Occupant Load _____

Automatic Sprinkler System Required ____Y ____N District/Florida College Permit Number _____ **Permit Number:1737410706**

Special Permit 1737410006ROOFING Supervised

*Safety systems include, but are not limited to: exiting; safety; rescue; fire rating; fire protection; means of egress; master valves; eye wash and dousing shower in science labs; emergency disconnects in shops; fume and dust collection systems; heat and smoke detectors, stage protection including curtain operation, smoke vent, sprinklers, etc.; kitchen hood; fire sprinklers; smoke venting; illumination of means of egress; emergency lighting; emergency power; exit lights; fire alarm systems with required incidental functions; fire extinguishers; fuel fired heaters; electrical illumination; electrical system required ventilation; toilet facilities, kitchen hot water supply; water supply; and sewage disposal as they apply to this project.

AECOM 60664331

614-Ok Cert to Occupy

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF FINAL INSPECTION

TO: Office of Educational Facilities (OEF) 325 West Gaines Street, Room 1054 Tallahassee, Florida 32399-0400 (850) 245-0494 Fax (850) 245-9236 or (850) 245-9304	OEF USE ONLY
INSTRUCTIONS: Submit for OEF files one copy of the completed form for all projects with construction costs exceeding $300,000. Mark the appropriate term within the parentheses. Reproduce this form in sufficient quantity for your use. Section 1013.37(2)(c), F.S.	

RE: P.002088 — OEF Assigned Project Number

Coconut Palm ES — (□ School District □ Florida College)

Broward County Public Schools — (□ School Name □ Campus)

Location # 3741 Roof Permit#1737410066 Permit #1737410706 — (□ School □ College) Code Number

SMART Program Renovations — Description of Project

SECTION A: BOARD'S ACCEPTANCE

Upon the recommendation of our Project (□ Architect □ Engineer) as certified in Section B below, in accordance with Chapter 1013, F.S., THE BOARD ACCEPTED the above-referenced project on February 10, 2026, _____

Name (Type or Print) _____

Signature: _____ Date: _____

(☑ Superintendent □ President)

SECTION B: (□ ARCHITECT □ ENGINEER) CERTIFICATION

As PROJECT (☑ ARCHITECT □ ENGINEER), I have inspected this project and, in my considered professional opinion, the work required by the contract for this project has been completed in accordance with approved contract documents; Chapter 1013, Florida Statutes; Rule 6A-2.0010, FAC; Chapter 553, F.S.; and the Florida Building Code.

Signature: _____ Date: 11/25/24

Firm Name: RAUL S. MASTRAPA (RGD CONSULTING ENGINEERS)

Address: 2151 FL A1A ALT #2000 (Street/P.O. Box) JUPITER (City) _____ (State) _____ (Zip)

RAUL S. MASTRAPA LICENSE No. 40182 STATE OF FLORIDA PROFESSIONAL ENGINEER

SECTION C: □ Building Official □ Other (Specify) Certification _____

I have inspected the project, and in my considered opinion, it is complete and in accordance with applicable statutes, rules, and codes.

Name (Type or Print) Perla Tarrau-Ayala

Signature: _____ Date: 12/12/2024

☑ Building Official □ Certified Inspector

SECTION D: FACILITY INFORMATION.

1. TYPE OF PROJECT: □ New Plant □ Addition □ Remodeling □ Renovation □ _____	2. CORRECTED "SPACE INVENTORY REPORT" (land, building, room) HAS BEEN FILED WITH THE OEF: □ Yes □ No □ N/A If "No," explain: _____
3. SOURCE OF FUNDS: □ Local □ State □ Federal □ _____	4. ADJUSTED FINAL CONTRACT AMOUNT: $ $2,177,935.89
	5. PROJECT GROSS SQUARE FOOTAGE: SQ. FT.
	6. COST PER GROSS SQUARE FOOT: $
	7. COST PER STUDENT STATION: $

CERTIFICATE OF FINAL INSPECTION (CFI)

8. BUILDING CONTRACT DATE: _____ COMPLETION DATE: _____

9. CHANGE ORDERS - List of each Change Order and amount (excluding Direct Purchase amounts).

C.O. No. 1	$ 11,972.00	C.O. No. 4	$ 37,871.00
C.O. No. 2	$ 15,725.00	C.O. No. 3	$ 22,742.42
C.O. No. 5	$ 3,530.00	C.O. No. 6	$ (5,189.03)
C.O. No. 7	$ 10,935.00	C.O. No. _____	$ _____

10. Date of Occupancy: _____

_____

11. Additional Information:

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Final Acceptance and Release of Retainage
Campus Construction Group, Inc.
Coconut Palm Elementary School
P.002088

School Board Meeting: 02.10.2026

The financial impact of this item is $0.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is no impact to the project budget

There is no budget or spending authority impact for this item. The final contract payment for retainage in the amount of $105,453.45 will be released to the contractor.

Department Name
Capital Budget

Department Head
Omar Shim, Director of Capital Budget

Omar Shim - 01/08/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-12.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Final Acceptance, Release of Retainage - Driftwood ES, P.002064-RC1

REQUESTED ACTION:

Approve Final Acceptance of the Project, Release of Retainage, a time extension of 34 days to Substantial Completion, and a time extension of 19 days between Substantial and Final Completion. District 1

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Closeout Documents
- Collaboration Form

FINANCIAL IMPACT:

The final contract payment for retainage in the amount of $90,831.68 will be released to the contractor.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jan 27,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – Task Assigned
Phone: 754-321-2659

EXECUTIVE SUMMARY

Final Acceptance and Release of Retainage
Driftwood Elementary School, Hollywood
Former SMART Program Renovations
Roof Carveout
Project No. P.002064-RC1

Board Meeting Date: February 10, 2026

Requested Action:

Approve Final Acceptance of the Project, Release of Retainage, a time extension of 34 days to Substantial Completion, and a time extension of 19 days between Substantial and Final Completion.

School Board Policy Requirement/Authority: Policy 7005 mandates that final payment may be released only after the SBBC has accepted the facility through an executed Form OEF 110B, all contractual obligations have been fulfilled, and an executed Form OEF 209 has been provided.

Statutory Requirement/Authority: Pursuant to F.S. 1013.50, final payment to the contractor is prohibited until the project is formally accepted by the SBBC.

District-zone Impact: District 1

Impact of the School Board's Vote:

- If the School Board votes "Yes": This action finalizes the closeout of the project and authorizes the release of retainage (final payment) to the contractor.

- If the School Board votes "No": The final payment cannot be released to the contractor, thereby delaying project closeout.

Background/History

A Notice to Proceed (NTP) was issued to Atlas Apex Roofing, LLC on October 11, 2023, with an original contract duration of 400 days to achieve Substantial Completion of the work. The project scope included the removal and replacement of the existing roofs on Buildings 1, 2, 6, 7, 8, 10, 12, 13, 15, 16, and the covered walkways.

Construction proceeded ahead of schedule until unforeseen underground utility conflicts in the walkway areas were discovered in July 2024, at which time the walkways constituted the remaining scope of work. The conflicts required a redesign of the walkway scope, which was submitted in October 2024, approved in November 2024, and construction and final inspections were completed in December 2024.

AECOM recommends approval of a 34-day extension to allow for timely Substantial Completion and an additional 19-day extension between Substantial and Final Completion. AECOM further recommends the release of the remaining retainage of $90,831.68 to Atlas Apex Roofing, LLC.

PROJECT SCHEDULE SUMMARY

Notice to Proceed:	10/11/23
Actual Substantial Completion Date:	12/18/24
Actual Final Completion Date:	02/05/25

Alignment to 2027 Goals and Guardrails:

Business Operations

Measurable Outcome(s)/Return on Investment:

Project closeout confirms completion and authorizes the release of the final payment to the contractor.

Financial Impact, Funding Source & Budget Status:

- There is no budget or spending authority impact for this item. The final contract payment for retainage of $90,831.68 will be released to the contractor.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (days)
Original Base Contract	10/11/23	Yes	Capital	2,986,851.33	400
Direct Owner Purchases	—	—	—	(693,259.40)	0
Previously Approved COs	—	—	—	(442,510.56)	0
Current Request	—	—	—	0.00	34
Revised Contract Amount	**—**	**—**	**—**	**1,851,081.37**	**434**

Multi-year agreement: Yes / No

No, this item is not a multi-year agreement. All costs are within the current fiscal year's budget. Although a construction schedule was established at the outset of the project and may have been modified through approved change orders, the schedule is being finalized and reconciled as part of the construction closeout process.

Procurement Method: ITB – Construction Services Minor Projects

Impact on Schools:

Not applicable

If there is an impact on schools, how will schools be selected/prioritized:
Not applicable

Stakeholder Engagement/ End-User Input:
Not applicable

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
Not applicable

Additional Backup:
Not applicable

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 (754) 321-0505

Document 00640: General Release and Full Release of Lien

KNOW ALL MEN BY THESE PRESENTS,

That the undersigned: **HENRY GEMBALA**

of: **ATLAS APEX ROOFING, LLC** City of: **OAKLAND PARK**

County of: **BROWARD** State of: **FLORIDA**

Herein referred to as "Contractor" executes this General Release and Full Release of Lien in favor of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA of 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, herein referred to as "The School Board".

In consideration of the sum of:

Written Amount: **Ninety Thousand Eight Hundred Thirty One and 68/100** Dollars

Figures: $ **90,831.68**

receipt of which from The School Board is hereby acknowledged, Contractor for itself and its successors and assigns, has remised, released, and forever discharged, and by these presents does, for itself and its successors and assigns, does remise, release, acquit, satisfy, and forever discharge The School Board, its successors, employees, administrators and assigns, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which against The School Board or The School Board's successors, employees, administrators and assigns, Contractor ever had, now has, or over which Contractor's successors and assigns, hereafter can, shall or may have, for upon, or by reason of any matter, cause of thing whatsoever with regard to the project known as:

Driftwood Elementary School / P.002064-RC-1
Roof Bldg's 1,2,6,7,8,10,12,13,15,16 & Walkways

In consideration of the above-said moneys, receipt of which from The School Board is hereby acknowledged, Contractor does hereby release and quit claim to The School Board, its successors and assigns, all claims liens, lien rights, claims or demands of any kind whatsoever which Contractor now has or might have against the building or premises situated at:

2700 NW 69TH AVENUE, HOLLYWOOD, FL 33024

and legally described as:

On account of labor performed and/or material furnished for the construction of any building thereon or in otherwise improving said property situated as above described. The Contractor further certifies that all lienors contracting directly with or directly employed by the Contractor have been paid in full and that all labor and materials furnished for said construction, including subcontractors employed by the undersigned, have been paid in full. The Contractor further authorizes the clerks of the County Records Division of Broward County, Florida to discharge the lien given to the undersigned in a claim of lien recorded in the Official Records of Broward County, Florida at Book____, Page _____ , executed by:

ATLAS APEX ROOFING, LLC

on this **19th** day of **DECEMBER** , 20 **25**

IN WITNESS WHEREOF,

HENRY GREMBALA has hereunto set its hand and seal

on this **19th** day of **DECEMBER** , 20 **25**.

(Corporate Seal)

ATLAS APEX ROOFING, LLC LIMITED LIABILITY COMPANY 2012 SEAL FLORIDA

Attest:

By: **HENRY GEMBALA** (Seal)

(Secretary)

Notarization

State of: **FLORIDA**)

County of: **BROWARD**)

Sworn to and subscribed before me, the undersigned authority, by

HENRY GEMBALA

who is personally known to me or did produce:

As identification and who did take an oath, acknowledged and subscribed the foregoing General Release and Full Release of Lien for purposes therein expressed.

Notary Public: Diana Magliarisi **Affix Seal**

DIANA MAGLIARISI NOTARY PUBLIC MY COMMISSION EXPIRES 12-14-2028 STATE OF FLORIDA COMMISSION NUMBER HH 594243

Commission Expires on: 12/14/2028

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, FL 33311
TEL (754) 321-1500 • FAX (754) 321-1501

Reduction of Retainage Certification

Facility: DRIFTWOOD ELEMENTARY SCHOOL
Project Name: Roofing Bldg's 1,2,6,7,8,10,12,13,15,16 & Walkways
Contractor: ATLAS APEX ROOFING, LLC
Project Manager: LIGAL NELSON

Project No.: P.002064-RC1
Date: 18-Dec-25
Location No.: 0721
Phase No.:

1. Current Level of Retainage 5 %
2. Proposed Level of Retainage 0 %
3. Retainage Reduction Ratio (RR) 1.000 (Item 1 - Item 2) / Item 1

Company Name of Entity to Receive Reduction of Retainage	Current Total Retainage	RR	Retainage to be Released
ATLAS APEX ROOFING LLC	$ 90,831.68	1.000	$ 90,831.68
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
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		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
Total	$ 90,831.68		$ 90,831.68

$ 90,831.68 (Current Total Retainage) x 1.000 (Reduction Ratio) = $ 90,831.68 (Retainage to be Released) $ - (Retainage Balance)

The undersigned hereby certifies that they will release retainage being paid to them by the School Board of Broward County to their various subcontractors in accordance with the schedule above.

Company Name: ATLAS APEX ROOFING, LLC

Authorized Signature

HENRY GEMBALA, PRESIDENT
Print Name

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. 800142350

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER ☐

TO OWNER:
(Name and address)

School Board of Broward County, FL
7720 West Oakland Park Boulevard
Sunrise, FL 33351

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED: September 13, 2022

PROJECT:
(Name and address)

Driftwood Elementary Schools/ P.002064-RC1/ Hollywood, FL

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

, SURETY,

on bond of
(Insert name and address of Contractor)

Atlas Apex Roofing, LLC
281 NE 32nd Street
Fort Lauderdale, FL 33334

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

School Board of Broward County, FL
7720 West Oakland Park Boulevard
Sunrise, FL 33351

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 5, 2026
(Insert in writing the month followed by the numeric date and year.)

Atlantic Specialty Insurance Company
(Surety)

By: Brett Rosenhaus
(Signature of authorized representative)

Brett Rosenhaus Attorney-in-Fact
(Printed name and title)

Attest:
(Seal): Julie Caporale

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Audria R. Ward, Barbara J. Benton, Brett Rosenhaus, Brian S. Turner, Brook T. Smith, Charles J. Nielson, David R. Hoover, Davor Mimica, Deborah S. Neichter, Denise Donelson, Devin J. Phillips, Donald P. Bramlage, Edward T. Ward, F. Danny Gann, James H. Martin, James T. Smith, Jarrett Merlucci, Jason D. Cromwell, Jessica Pamela Reno, Joseph P. Nielson, Justin Vokus, Keith Nicholson, Kevin R. Wojtowicz, Laura D. Mosholder, Michelle D. Liwosz, Patricia Schmaltz, Raymond M. Hundley, Shawn Alan Burton, Tracey C. Brown, William O. Walker**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 5th day of January, 2026.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

PAYMENTS TO CONTRACTOR DURING CONSTRUCTION

PER STATUTE F.S. 255.078, AND EXCEPT AS PROVIDED BELOW, CONSTRUCTION PAYMENTS ON PROJECTS UP TO FIFTY (50) PERCENT COMPLETION SHALL NOT EXCEED NINETY (90) PERCENT OF THE WORK COMPLETED OR MATERIALS PAID FOR AND PROPERLY STORED ON SITE, OR IN A BONDED WAREHOUSE.

PAYMENTS SHALL BE CONDITIONED UPON OWNER'S REPRESENTATIVE APPROVING PROGRESS OF WORK AND MATERIALS STORED, IN ACCORDANCE WITH THE EXECUTED CONSTRUCTION CONTRACT.

REDUCTION OF RETAINAGE:
PER STATUTE F.S. 255.078, RETAINAGE SHALL BE REDUCED TO FIVE (5) PERCENT AFTER THE PROJECT REACHES FIFTY (50) PERCENT COMPLETION. FURTHER REDUCTION OF RETAINAGE SHALL BE AUTHORIZED ONLY AFTER THE PROJECT ACHIEVES SUBSTANTIAL COMPLETION AND THE CERTIFICATE OF OCCUPANCY OR FORM OEF 110B HAS BEEN FULLY EXECUTED. THE RETAINAGE REDUCTION BELOW FIVE (5) PERCENT SHALL REQUIRE THE RECOMMENDATION OF THE SUPERINTENDENT OR DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCTION MANAGEMENT, AND BE AUTHORIZED BY BOARD ACTION.

REDUCTION OF RETAINAGE ON IDENTIFIABLE PHASED PROJECTS IS PERMITTED, PURSUANT TO THE RULES ABOVE. FOR PHASED PROJECTS, IF THE OVERALL CONTRACT VALUE EXCEEDS THE CONSTRUCTION COST LIMIT PER STATUTE F.S. 287.055; REDUCTION OF RETAINAGE ON INDIVIDUAL PHASES SHALL REQUIRE BOARD APPROVAL.

FINAL PAYMENT OF RETAINAGE:
THE CRITERIA AND CONDITIONS FOR FINAL PAYMENT OF THE RETAINAGE INCLUDE:

1. THE SCHOOL BOARD ACCEPTS THE FACILITY VIA AN EXECUTED FORM 110B.

2. ALL CONTRACTUAL OBLIGATIONS HAVE BEEN COMPLETED.

3. EXECUTED FORM OEF 209, OR WHEN AN OEF 209 IS NOT REQUIRED, CERTIFICATION OF COMPLETION BY THE ARCHITECT OR ENGINEER OF RECORD.

FINAL ACCEPTANCE AND RELEASE OF RETAINAGE ON PROJECTS WITH A CONSTRUCTION COST LIMIT PER F.S. 287.055 SHALL NOT REQUIRE BOARD APPROVAL. APPROVAL SHALL BE GRANTED BY THE DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCITON MANAGEMENT OR DESIGNEE, UPON RECEIPT OF THE EXECUTED CERTIFICATE OF FINAL INSPECTION OR CERTFICATE OF COMPLETION NOTED ABOVE. FOR THE PURPOSES OF THIS RULE, CONSTRUCTION CONTRACTS THAT DO NOT REQUIRE A CERTIFICATE OF OCCUPANCY SHALL BE CERTIFIED AS SUBSTANTIALLY COMPLETE BY THE ARCHITECT OR ENGINEER OF RECORD.

AUTHORITY: F.S. 1001.41 (1) (2)
F.S. 1013.50
F.S. 218.735 (8)
F.S. 255.078
F.S. 287.055
POLICY ADOPTED: 1/21/82; 5/19/88; 1/16/07

Return completed form as needed to:
Office of Educational Facilities
325 West Gaines Street, Room 1054
Tallahassee, Florida 32399-0400
(850) 245-0494
Fax (850) 245-9236 or (850) 245-9304

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF OCCUPANCY

OEF USE ONLY

INSTRUCTIONS: Submit one copy of the completed form for each project over $300,000. Reproduce this form in sufficient quantity for your use.

RE: School Board of Broward County (☒ School District ☐ Florida College)
P.002064-RC1 - Driftwood ES - SMART Roofing (☒ School Name ☐ Campus)
Full Project - Description of Project
EFIS Number (if applicable)

In accordance with Section 1013.37(2)(c), Florida Statutes, and upon recommendation of the project architect/engineer and the certified inspector, as stated below, the subject project is ready for occupancy.

Signature: Date: 1/13/25
☒ Superintendent ☐ President ☐ Designee

Intended Occupancy Date:

PROJECT ARCHITECT/ENGINEER AND CERTIFIED INSPECTOR I have inspected the subject project and, to the best of my knowledge and ability, I have determined that the safety systems* and the facility are in compliance with statutes, rules, and codes affecting the health and safety of its occupants; and that no asbestos-containing materials were specified for use in this building, nor to the best of my knowledge were asbestos containing materials used in the construction of this project.

Architect or Engineer of Record:

Florida International Engineering, Inc.

High Performance Green Building Standard Used [S. 255.2575(2), F.S.] Rating Achieved

Vinayagar Balakrishnan M. PE63107 02.28.2025
Name (Type or Print) License # Expiration Date

Signature: Architect ☒ Engineer 12/20/24

VINAYAGAR BALAKRISHNAN M. LICENSE No 63107 STATE OF FLORIDA PROFESSIONAL ENGINEER

Building Official:

Name (Type or Print): Perla Tavolaro License # Expiration Date

Signature: BU918 11/30/2025 1/7/2025

Contractor:

ATLAS APEX ROOFING, LLC CCC1329972 08.31.2026
Name (Type or Print) License # Expiration Date

Threshold Inspector (if applicable):

Name (Type or Print) License # Expiration Date

Project Information

As-built lowest floor elevation (for new construction)

Code/Edition 2017/814 Occupancy Type(s) Construction Type(s) Occupant Load

Automatic Sprinkler System Required District/Florida College Permit Number 2007210043

Special Permit Stipulations

*Safety systems include, but are not limited to: exiting; safety; rescue; fire rating; fire protection; means of egress; master valves; eye wash and dousing shower in science labs; emergency disconnects in shops; fume and dust collection systems; heat and smoke detectors; stage protection including curtain operation; smoke vent; sprinklers, etc.; kitchen hood; fire sprinklers; smoke venting; illumination of means of egress; emergency lighting; emergency power; exit lights; fire alarm systems with required incidental functions; fire extinguishers; fuel fired heaters; electrical illumination; electrical system required ventilation; toilet facilities; • toilet; hot water supply; water supply; and sewage disposal as they apply to this project.

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF FINAL INSPECTION

TO: Office of Educational Facilities (OEF) 325 West Gaines Street, Room 1054 Tallahassee, Florida 32399-0400 (850) 245-0494 Fax (850) 245-9236 or (850) 245-9304	OEF USE ONLY
INSTRUCTIONS: Submit for OEF files one copy of the completed form for all projects with construction costs exceeding $300,000. Mark the appropriate term within the parentheses. Reproduce this form in sufficient quantity for your use. Section 1013.37(2)(c), F.S.	

RE: P.002064-RC1 — OEF Assigned Project Number

School Board of Broward County — (☒ School District ☐ Florida College)

Driftwood Elementary School — (☒ School Name ☐ Campus)

0721 — (☒ School ☐ College) Code Number

Driftwood ES - SMART Roofing — Description of Project

SECTION A: BOARD'S ACCEPTANCE

Upon the recommendation of our Project (Architect ☒ Engineer) as certified in Section B below, in accordance with Chapter 1013, F.S., THE BOARD ACCEPTED the above-referenced project on February 10, 2026

Name (Type or Print) _____

Signature: _____ Date:

(☐ Superintendent ☐ President)

SECTION B: (ARCHITECT ☒ ENGINEER) CERTIFICATION

As PROJECT (ARCHITECT ☒ ENGINEER), I have inspected this project and, in my considered professional opinion, the work required by the contract for this project has been completed in accordance with approved contract documents; Chapter 1013, Florida Statutes; Rule 6A-2.0010, FAC; Chapter 553, F.S.; and the Florida Building Code.

Signature: Date 1/31/2025

Digitally signed by Balakrishnan Vinayagar
Date: 2025.01.31 12:19:33 -05'00'

Firm Name: FLORIDA INTERNATIONAL ENGINEERING, INC.

Address: 6175 NW 167 St, Suite G-20 (Street/P.O. Box) Miami (City) FL (State) 33015 (Zip)

SECTION C: ☒ Building Official ☐ Other (Specify) Certification _____

I have inspected the project, and in my considered opinion, it is complete and in accordance with applicable statutes, rules, and codes.

Name (Type or Print) Perla Tarrau-Ayala

Signature: Date: 2/5/2025

☒ Building Official ☐ Certified Inspector

SECTION D: FACILITY INFORMATION.

1. TYPE OF PROJECT: New Plant / Addition / Remodeling / Renovation	2. CORRECTED "SPACE INVENTORY REPORT" (land, building, room) HAS BEEN FILED WITH THE OEF: Yes No N/A If "No," explain:
3. SOURCE OF FUNDS: Local / State / Federal	4. ADJUSTED FINAL CONTRACT AMOUNT: $1,851,081.37
	5. PROJECT GROSS SQUARE FOOTAGE: SQ. FT.
	6. COST PER GROSS SQUARE FOOT: $
	7. COST PER STUDENT STATION: $

CERTIFICATE OF FINAL INSPECTION (CFI)

8. BUILDING CONTRACT DATE: COMPLETION DATE: 12.18.2024

9. CHANGE ORDERS - List of each Change Order and amount (excluding Direct Purchase amounts).

Change Order #	Change Order Amount
1	-41,695.56

10. Date of Occupancy: 01.07.2025

11. Additional Information:

CO #2 - ($150,000.00)

CO #3 - ($250,815.00)

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Final Acceptance and Release of Retainage
Atlas Apex Roofing, LLC
Driftwood Elementary School
P.002064-RC1

School Board Meeting: 02.10.2026

The financial impact of this item is $0.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is no impact to the project budget

There is no budget or spending authority impact for this item. The final contract payment for retainage of $90,831.68 will be released to the contractor.

Department Name
Capital Budget

Department Head
Omar Shim, Director of Capital Budget

Omar Shim - 01/20/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-13.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Final Acceptance, Release of Retainage - Lauderhill 6-12, P.001801-FSP

REQUESTED ACTION:

Approve Final Acceptance of the Project, Release of Retainage, a time extension of 262 days to Substantial Completion, and a time extension of 27 days between Substantial and Final Completion. District 5

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Closeout Documents
- Collaboration Form

FINANCIAL IMPACT:

The final contract payment for retainage in the amount of $59,742.23 will be released to the contractor.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jan 27,

Electronic Signature

Approved in Open Board Meeting On: February 10, 2026

By: School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – Task Assigned
Phone: 754-321-2659

EXECUTIVE SUMMARY

Final Acceptance and Release of Retainage
Lauderhill 6-12 STEM-MED Magnet School, Lauderhill
Former SMART Program Renovations
Fire Sprinkler Carveout
Project No. P.001801-FSP

Board Meeting Date: February 10, 2026

Requested Action:

Approve Final Acceptance of the Project, Release of Retainage, a time extension of 262 days to Substantial Completion, and a time extension of 27 days between Substantial and Final Completion.

School Board Policy Requirement/Authority: Policy 7005 mandates that final payment may be released only after the SBBC has accepted the facility through an executed Form OEF 110B, all contractual obligations have been fulfilled, and an executed Form OEF 209 has been provided.

Statutory Requirement/Authority: Pursuant to F.S. 1013.50, final payment to the contractor is prohibited until the project is formally accepted by the SBBC.

District-zone Impact: District 5

Impact of the School Board's Vote:

- If the School Board votes "Yes": This action finalizes the closeout of the project and authorizes the release of retainage (final payment) to the contractor.

- If the School Board votes "No": The final payment cannot be released to the contractor, thereby delaying project closeout.

Background/History

A Notice to Proceed (NTP) was issued to Francis Engineering, Inc. on October 17, 2023, with an original contract duration of 500 days to achieve Substantial Completion of the work. The project scope included the design, permitting, replacement, and testing of upgraded fire sprinkler systems for Buildings 1 and 2, incorporating existing components, coordinating with fire alarm systems, maintaining specified fire mains, and providing full system warranties.

Following the NTP, the project progressed through design, permitting, and construction within an active school campus, which limited work hours to after-school periods, weekends, and school breaks. During construction, debris and unforeseen conditions were identified above ceilings. In addition, discrepancies were discovered between as-built drawings and actual field conditions related to the underground fire line, which required revised shop drawings and additional

approvals before work could proceed. Areas without dropped ceilings also required modifications to accommodate exposed fire sprinkler piping.

Primary construction activities were completed by October 2024. Subsequent efforts primarily consisted of inspection-related corrective work, re-inspections, and completion of required certifications coordinated with the Fire Marshal's Office within limited inspection windows. These activities extended the timeline to Final Completion while ensuring compliance with applicable fire, life safety, and building code requirements.

Based on the project history outlined above, AECOM recommends approval of a 262-day extension to allow for timely Substantial Completion and an additional 27-day extension between Substantial and Final Completion. AECOM further recommends the release of the remaining retainage of $59,742.23 to Francis Engineering, Inc.

PROJECT SCHEDULE SUMMARY

Notice to Proceed:	10/17/23
Actual Substantial Completion Date:	11/17/25
Actual Final Completion Date:	01/13/26

Alignment to 2027 Goals and Guardrails:

Business Operations

Measurable Outcome(s)/Return on Investment:

Project closeout confirms completion and authorizes the release of the final payment to the contractor.

Financial Impact, Funding Source & Budget Status:

- There is no budget or spending authority impact for this item. The final contract payment for retainage of $59,742.23 will be released to the contractor.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (days)
Original Base Contract	10/17/23	Yes	Capital	1,210,449.50	500
Direct Owner Purchases	—	—	—	0.00	0
Previously Approved COs	—	—	—	0.00	0
Current Request	—	—	—	0.00	262
Revised Contract Amount	**—**	**—**	**—**	**1,210,449.50**	**762**

Multi-year agreement: Yes / No
No, this item is not a multi-year agreement. All costs are within the current fiscal year's budget. Although a construction schedule was established at the outset of the project and may have been modified through approved change orders, the schedule is being finalized and reconciled as part of the construction closeout process.

Procurement Method: ITB – Construction Services Minor Projects

Impact on Schools:
Not applicable

If there is an impact on schools, how will schools be selected/prioritized:
Not applicable

Stakeholder Engagement/ End-User Input:
Not applicable

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
Not applicable

Additional Backup:
Not applicable

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 (754) 321-0505

Document 00640: General Release and Full Release of Lien

KNOW ALL MEN BY THESE PRESENTS,

That the undersigned: Francis Engineering, Inc

of: 1232 SW 31st Avenue City of: Fort Lauderdale

County of: Broward State of: Florida

Herein referred to as "Contractor" executes this General Release and Full Release of Lien in favor of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA of 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, herein referred to as "The School Board".

In consideration of the sum of:

Written Amount: **Fifty-Nine Thousand, Seven Hundred and Forty-Two & 23/100 Dollars**

Figures: **$ 59,742.23**

receipt of which from The School Board is hereby acknowledged, Contractor for itself and its successors and assigns, has remised, released, and forever discharged, and by these presents does, for itself and its successors and assigns, does remise, release, acquit, satisfy, and forever discharge The School Board, its successors, employees, administrators and assigns, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which against The School Board or The School Board's successors, employees, administrators and assigns, Contractor ever had, now has, or over which Contractor's successors and assigns, hereafter can, shall or may have, for upon, or by reason of any matter, cause of thing whatsoever with regard to the project known as:

Lauderhill 6-12 STEM

In consideration of the above-said moneys, receipt of which from The School Board is hereby acknowledged, Contractor does hereby release and quit claim to The School Board, its successors and assigns, all claims liens, lien rights, claims or demands of any kind whatsoever which Contractor now has or might have against the building or premises situated at:

1901 NW 49th Avenue, Lauderhill, FL 33313

and legally described as:

On account of labor performed and/or material furnished for the construction of any building thereon or in otherwise improving said property situated as above described. The Contractor further certifies that all lienors contracting directly with or directly employed by the Contractor have been paid in full and that all labor and materials furnished for said construction, including subcontractors employed by the undersigned, have been paid in full. The Contractor further authorizes the clerks of the County Records Division of Broward County, Florida to discharge the lien given to the undersigned in a claim of lien recorded in the Official Records of Broward County, Florida at Book_____, Page _____ , executed by:

_____

on this 8th day of January , 20 26.

IN WITNESS WHEREOF,

Orrett Francis has hereunto set its hand and seal

on this 8th day of January , 20 26.

(Corporate Seal)

Attest:

By: Orrett Francis (Seal)

Stephanie D. Francis
(Secretary)

Notarization

State of: Florida

County of: Broward)

Sworn to and subscribed before me, the undersigned authority, by

Orrett Francis

who is personally known to me or did produce:

As identification and who did take an oath, acknowledged and subscribed the foregoing General Release and Full Release of Lien for purposes therein expressed.

Notary Public: Colin Foster **Affix Seal**

Commission Expires on:

COLIN FOSTER
Notary Public - State of Florida
Commission # HH 449263
My Comm. Expires Oct 4, 2027
Bonded through National Notary Assn.

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, FL 33311
TEL (754) 321-1500 • FAX (754) 321-1501

Reduction of Retainage Certification

Facility: Lauderhill 6-12 STEM
Project Name: Fire Sprinkler of Building 1 & 2
Contractor: Francis Engineering, Inc
Project Manager: Orrett Francis

Project No.: P.001801-FSP

Date: 01-08-26
Location No.: 1391
Phase No.:

1. Current Level of Retainage 5 %
2. Proposed Level of Retainage 0 %
3. Retainage Reduction Ratio (RR) 1.000

(Item 1 - Item 2) / Item 1

Company Name of Entity to Receive Reduction of Retainage	Current Total Retainage	RR	Retainage to be Released
Francis Engineering, Inc	$59,742.23	1.000	$ 59,742.23
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
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		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
Total	**$ 59,742.23**		**$ 59,742.23**

$ 59,742.23		1.000		$ 59,742.23		$ -
Current Total Retainage	x	Reduction Ratio	=	Retainage to be Released		Retainage Balance

The undersigned hereby certifies that they will release retainage being paid to them by the School Board of Broward County to their various subcontractors in accordance with the schedule above.

Company Name: Francis Engineering, Inc

Authorized Signature

Orrett Francis
Print Name

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

BOND#6061034169

PROJECT: *(Name and address)* Lauderhill 6-12 STEM-MED Magnet School Smart Fire Sprinkler	**ARCHITECT'S PROJECT NUMBER:** P.001801-FSP **CONTRACT FOR:** General Construction	OWNER: ☐ ARCHITECT: ☐
TO OWNER: *(Name and address)* The School Board of Broward County, Florida	**CONTRACT DATED:** 11/4/2020	CONTRACTOR: ☐ SURETY: ☐ OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

United States Fire Insurance Company
305 Madison Ave, Morristown NJ 07960

, SURETY,

on bond of
(Insert name and address of Contractor)

FRANCIS ENGINEERING INC
1232 SW 31 Ave, Ft. Lauderdale Florida 33312

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

The School Board of Broward County, Florida
7720 W Oakland Park Blvd, #323, Sunrise Florida 33351

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 7, 2026
(Insert in writing the month followed by the numeric date and year.)

United States Fire Insurance Company
(Surety)

Gladys Keith
(Signature of authorized representative)

GLADYS KEITH, ATTORNEY-IN-FACT
(Printed name and title)

Attest
(Seal)

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User Notes:

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

02440

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Gladys Keith, Margaret Hall, Levan Porter Jr., Shantinell Porter, Douglas Keith

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 7 day of January 2026

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

PAYMENTS TO CONTRACTOR DURING CONSTRUCTION

PER STATUTE F.S. 255.078, AND EXCEPT AS PROVIDED BELOW, CONSTRUCTION PAYMENTS ON PROJECTS UP TO FIFTY (50) PERCENT COMPLETION SHALL NOT EXCEED NINETY (90) PERCENT OF THE WORK COMPLETED OR MATERIALS PAID FOR AND PROPERLY STORED ON SITE, OR IN A BONDED WAREHOUSE.

PAYMENTS SHALL BE CONDITIONED UPON OWNER'S REPRESENTATIVE APPROVING PROGRESS OF WORK AND MATERIALS STORED, IN ACCORDANCE WITH THE EXECUTED CONSTRUCTION CONTRACT.

REDUCTION OF RETAINAGE:
PER STATUTE F.S. 255.078, RETAINAGE SHALL BE REDUCED TO FIVE (5) PERCENT AFTER THE PROJECT REACHES FIFTY (50) PERCENT COMPLETION. FURTHER REDUCTION OF RETAINAGE SHALL BE AUTHORIZED ONLY AFTER THE PROJECT ACHIEVES SUBSTANTIAL COMPLETION AND THE CERTIFICATE OF OCCUPANCY OR FORM OEF 110B HAS BEEN FULLY EXECUTED. THE RETAINAGE REDUCTION BELOW FIVE (5) PERCENT SHALL REQUIRE THE RECOMMENDATION OF THE SUPERINTENDENT OR DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCTION MANAGEMENT, AND BE AUTHORIZED BY BOARD ACTION.

REDUCTION OF RETAINAGE ON IDENTIFIABLE PHASED PROJECTS IS PERMITTED, PURSUANT TO THE RULES ABOVE. FOR PHASED PROJECTS, IF THE OVERALL CONTRACT VALUE EXCEEDS THE CONSTRUCTION COST LIMIT PER STATUTE F.S. 287.055; REDUCTION OF RETAINAGE ON INDIVIDUAL PHASES SHALL REQUIRE BOARD APPROVAL.

FINAL PAYMENT OF RETAINAGE:
THE CRITERIA AND CONDITIONS FOR FINAL PAYMENT OF THE RETAINAGE INCLUDE:

1. THE SCHOOL BOARD ACCEPTS THE FACILITY VIA AN EXECUTED FORM 110B.

2. ALL CONTRACTUAL OBLIGATIONS HAVE BEEN COMPLETED.

3. EXECUTED FORM OEF 209, OR WHEN AN OEF 209 IS NOT REQUIRED, CERTIFICATION OF COMPLETION BY THE ARCHITECT OR ENGINEER OF RECORD.

FINAL ACCEPTANCE AND RELEASE OF RETAINAGE ON PROJECTS WITH A CONSTRUCTION COST LIMIT PER F.S. 287.055 SHALL NOT REQUIRE BOARD APPROVAL. APPROVAL SHALL BE GRANTED BY THE DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCITON MANAGEMENT OR DESIGNEE, UPON RECEIPT OF THE EXECUTED CERTIFICATE OF FINAL INSPECTION OR CERTFICATE OF COMPLETION NOTED ABOVE. FOR THE PURPOSES OF THIS RULE, CONSTRUCTION CONTRACTS THAT DO NOT REQUIRE A CERTIFICATE OF OCCUPANCY SHALL BE CERTIFIED AS SUBSTANTIALLY COMPLETE BY THE ARCHITECT OR ENGINEER OF RECORD.

AUTHORITY: F.S. 1001.41 (1) (2)
F.S. 1013.50
F.S. 218.735 (8)
F.S. 255.078
F.S. 287.055
POLICY ADOPTED: 1/21/82; 5/19/88; 1/16/07

Return completed form as needed to:
Office of Educational Facilities
325 West Gaines Street, Room 1054
Tallahassee, Florida 32399-0400
(850) 245-0494
Fax (850) 245-9236 or (850) 245-9304

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF OCCUPANCY

OEF USE ONLY

INSTRUCTIONS: Submit one copy of the completed form for each project over $300,000. Reproduce this form in sufficient quantity for your use.

RE: School Board of Broward County
P.001801-FSP - Lauderhill 6-12 STEM-MED Magnet School - SMART Fire Sprinkler
Full Project -

(☒ School District ☐ Florida College)
(☒ School Name ☐ Campus)
Description of Project
EFIS Number (if applicable)

In accordance with Section 1013.37(2)(c), Florida Statutes, and upon recommendation of the project architect/engineer and the certified inspector, as stated below, the subject project is ready for occupancy.

Signature: [signature] Date: 12/08/2025

☒ Superintendent ☐ President ☐ Designee

Intended Occupancy Date:

PROJECT ARCHITECT/ENGINEER AND CERTIFIED INSPECTOR I have inspected the subject project and, to the best of my knowledge and ability, I have determined that the safety systems* and the facility are in compliance with statutes, rules, and codes affecting the health and safety of its occupants; and that no asbestos-containing materials were specified for use in this building, nor to the best of my knowledge were asbestos containing materials used in the construction of this project.

Architect or Engineer of Record:

High Performance Green Building Standard Used [S. 255.2575(2), F.S.] — Rating Achieved

Name (Type or Print) GARETT FRANCIS, 36494 License # 02.28.2027 Expiration Date

Signature: [signature]

Architect ☒ Engineer

Building Official:

Name (Type or Print) Perla Tarrau-Ayala License # BU1918 Expiration Date 11/30/2027

Signature: [signature] 12/4/2025

Contractor:
FRANCIS ENGINEERING, INC. 76005000011990 License # 06.30.2026 Expiration Date
Name (Type or Print)

Threshold Inspector (if applicable):

Name (Type or Print) License # Expiration Date

Project Information

As-built lowest floor elevation (for new construction)

Code/Edition FBC 7th Occupancy Type(s) Construction Type(s) Occupant Load

Automatic Sprinkler System Required District/Florida College Permit Number 2013910001

Special Permit Stipulations

*Safety systems include, but are not limited to: exiting; safety; rescue; fire rating; fire protection; means of egress; master valves; eye wash and dousing shower in science labs; emergency disconnects in shops; fume and dust collection systems; heat and smoke detectors; stage protection including curtain operation; smoke vent, sprinklers, etc.; kitchen hood; fire sprinklers; smoke venting; illumination of means of egress; emergency lighting; emergency power; exit lights; fire alarm systems with required incidental functions; fire extinguishers; fuel fired heaters; electrical illumination; electrical system required ventilation; toilet facilities; kitchen hot water supply; water supply; and sewage disposal as they apply to this project.

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF FINAL INSPECTION

TO: Office of Educational Facilities (OEF) 325 West Gaines Street, Room 1054 Tallahassee, Florida 32399-0400 (850) 245-0494 Fax (850) 245-9236 or (850) 245-9304	OEF USE ONLY
INSTRUCTIONS: Submit for OEF files one copy of the completed form for all projects with construction costs exceeding $300,000. Mark the appropriate term within the parentheses. Reproduce this form in sufficient quantity for your use. Section 1013.37(2)(c), F.S.	

RE: P.001801 - FSP — OEF Assigned Project Number

School Board of Broward County — (□ School District □ Florida College)

Lauderhill 6-12 STEM-MED Magnet School — (□ School Name □ Campus)

1391 — (□ School □ College) Code Number

Fire Sprinkler Installation — Description of Project

SECTION A: BOARD'S ACCEPTANCE

Upon the recommendation of our Project (□ Architect □ Engineer) as certified in Section B below, in accordance with Chapter 1013, F.S., THE BOARD ACCEPTED the above-referenced project on February 10, 2026.

Name (Type or Print) _____

Signature: _____ Date: _____

(☑ Superintendent □ President)

SECTION B: (□ ARCHITECT □ ENGINEER) CERTIFICATION

As PROJECT (☑ ARCHITECT □ ENGINEER), I have inspected this project and, in my considered professional opinion, the work required by the contract for this project has been completed in accordance with approved contract documents; Chapter 1013, Florida Statutes; Rule 6A-2.0010, FAC; Chapter 553, F.S.; and the Florida Building Code.

Signature: _____ Date: 1-8-26

Firm Name: ABBOTT FRANCIS

Address: 1232 SW 31 AVE (Street/P.O. Box) FT. LAUDERDALE (City) FL (State) 33312 (Zip)

SECTION C: ☒ Building Official □ Other (Specify) Certification _____

I have inspected the project, and in my considered opinion, it is complete and in accordance with applicable statutes, rules, and codes.

Name (Type or Print) Perla Tarrau-Ayala

Signature: Perla M. Tarrau-Ayala Date: 1/13/2026

☑ Building Official □ Certified Inspector

SECTION D: FACILITY INFORMATION.

1. TYPE OF PROJECT: □ New Plant □ Addition □ Remodeling □ Renovation □ _____	2. CORRECTED "SPACE INVENTORY REPORT" (land, building, room) HAS BEEN FILED WITH THE OEF: □ Yes □ No □ N/A If "No," explain: _____
3. SOURCE OF FUNDS: □ Local □ State □ Federal □ _____	4. ADJUSTED FINAL CONTRACT AMOUNT: $1,210,449.50
	5. PROJECT GROSS SQUARE FOOTAGE: SQ. FT.
	6. COST PER GROSS SQUARE FOOT: $
	7. COST PER STUDENT STATION: $

CERTIFICATE OF FINAL INSPECTION (CFI)

8. BUILDING CONTRACT DATE: 11.18.2025 COMPLETION DATE: _____

9. CHANGE ORDERS - List of each Change Order and amount (excluding Direct Purchase amounts).

C.O. No. _____	$ _____	C.O. No. _____	$ _____
C.O. No. _____	$ _____	C.O. No. _____	$ _____
C.O. No. _____	$ _____	C.O. No. _____	$ _____
C.O. No. _____	$ _____	C.O. No. _____	$ _____

10. Date of Occupancy: 12.04.2025

11. Additional Information:

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Final Acceptance and Release of Retainage
Francis Engineering, Inc.
Lauderhill 6-12 STEM-MED Magnet School
P.001801-FSP

School Board Meeting: 02.10.2026

The financial impact of this item is $0.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is no impact to the project budget

There is no budget or spending authority impact for this item. The final contract payment for retainage of $59,742.23 will be released to the contractor.

Department Name	Department Head
Capital Budget	Omar Shim, Director of Capital Budget

Omar Shim - 01/08/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-14.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Final Acceptance, Release of Retainage - Plantation MS, P.001729-RC1

REQUESTED ACTION:

Approve Final Acceptance of the Project, Release of Retainage, a time extension of 196 days to Substantial Completion, and a time extension of 250 days between Substantial and Final Completion. District 5

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Closeout Documents
- Collaboration Form

FINANCIAL IMPACT:

The final contract payment for retainage in the amount of $187,847.24 will be released to the contractor.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jan 27,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – Task Assigned
Phone: 754-321-2659

EXECUTIVE SUMMARY

Final Acceptance and Release of Retainage
Plantation Middle School, Plantation
Former SMART Program Renovations
Roof Carveout
Project No. P.001729-RC1

Board Meeting Date: February 10, 2026

Requested Action:

Approve Final Acceptance of the Project, Release of Retainage, a time extension of 196 days to Substantial Completion, and a time extension of 250 days between Substantial and Final Completion.

School Board Policy Requirement/Authority: Policy 7005 mandates that final payment may be released only after the SBBC has accepted the facility through an executed Form OEF 110B, all contractual obligations have been fulfilled, and an executed Form OEF 209 has been provided.

Statutory Requirement/Authority: Pursuant to F.S. 1013.50, final payment to the contractor is prohibited until the project is formally accepted by the SBBC.

District-zone Impact: District 5

Impact of the School Board's Vote:

- If the School Board votes "Yes": This action finalizes the closeout of the project and authorizes the release of retainage (final payment) to the contractor.

- If the School Board votes "No": The final payment cannot be released to the contractor, thereby delaying project closeout.

Background/History

A Notice to Proceed (NTP) was issued to A-1 Duran Roofing, Inc. on October 30, 2023, with an original contract duration of 310 days to achieve Substantial Completion of the work. The project scope included the removal and replacement of the existing roofs on Buildings 1, 2, 3, 4, and the related rooftop mechanical equipment.

Following the issuance of the NTP, the contractor initiated the design phase of the project. Progress toward construction was delayed as the roofing design binder required multiple submissions and revisions prior to approval. As a result, the roofing permit was approved later than initially planned, which limited construction activities during the early phase of the project.

Construction activities commenced in October 2024, approximately one month after the original contractual Substantial Completion milestone. Once on-site construction began, the contractor achieved Substantial Completion in approximately five months while addressing unforeseen field conditions, including deteriorated metal decking and additional scope items, with Substantial Completion achieved in March 2025.

Following Substantial Completion, additional time was required to complete change order processing, finalize required inspections, and perform standard administrative closeout actions necessary to formally achieve Final Completion.

AECOM recommends approval of a 196-day extension to allow for timely Substantial Completion and an additional 250-day extension between Substantial and Final Completion. AECOM further recommends the release of the remaining retainage of $187,847.24 to A-1 Duran Roofing, Inc.

PROJECT SCHEDULE SUMMARY

Notice to Proceed:	10/30/23
Actual Substantial Completion Date:	03/19/25
Actual Final Completion Date:	01/13/26

Alignment to 2027 Goals and Guardrails:

Business Operations

Measurable Outcome(s)/Return on Investment:

Project closeout confirms completion and authorizes the release of the final payment to the contractor.

Financial Impact, Funding Source & Budget Status:

- There is no budget or spending authority impact for this item. The final contract payment for retainage of $187,847.24 will be released to the contractor.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (days)
Original Base Contract	10/30/23	Yes	Capital	3,924,917.00	310
Direct Owner Purchases	—	—	—	0.00	0
Previously Approved COs	—	—	—	(140,635.40)	0
Current Request	—	—	—	0.00	196
Revised Contract Amount	**—**	**—**	**—**	**3,784,281.60**	**506**

Multi-year agreement: Yes / No
No, this item is not a multi-year agreement. All costs are within the current fiscal year's budget. Although a construction schedule was established at the outset of the project and may have been modified through approved change orders, the schedule is being finalized and reconciled as part of the construction closeout process.

Procurement Method: ITB – Construction Services Minor Projects

Impact on Schools:
Not applicable

If there is an impact on schools, how will schools be selected/prioritized:
Not applicable

Stakeholder Engagement/ End-User Input:
Not applicable

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
Not applicable

Additional Backup:
Not applicable

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 (754) 321-0505

Document 00640: General Release and Full Release of Lien

KNOW ALL MEN BY THESE PRESENTS,

That the undersigned: **Bernardo Duran**

of: A1 Duran Roofing, Inc. City of: Miami

County of: Miami-Dade State of: Florida

Herein referred to as "Contractor" executes this General Release and Full Release of Lien in favor of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA of 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, herein referred to as "The School Board".

In consideration of the sum of:

Written Amount: One hundred eighty-seven thousand eight hundred forty-seven dollars and twenty-four cents.

Figures: **$187,847.24**

receipt of which from The School Board is hereby acknowledged, Contractor for itself and its successors and assigns, has remised, released, and forever discharged, and by these presents does, for itself and its successors and assigns, does remise, release, acquit, satisfy, and forever discharge The School Board, its successors, employees, administrators and assigns, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which against The School Board or The School Board's successors, employees, administrators and assigns, Contractor ever had, now has, or over which Contractor's successors and assigns, hereafter can, shall or may have, for upon, or by reason of any matter, cause of thing whatsoever with regard to the project known as:

Plantation MS - Smart Re-Roofing - P.001729-RC1

In consideration of the above-said moneys, receipt of which from The School Board is hereby acknowledged, Contractor does hereby release and quit claim to The School Board, its successors and assigns, all claims liens, lien rights, claims or demands of any kind whatsoever which Contractor now has or might have against the building or premises situated at:

6600 W Sunrise Blvd, Plantation, FL 33313

and legally described as:

On account of labor performed and/or material furnished for the construction of any building thereon or in otherwise improving said property situated as above described. The Contractor further certifies that all lienors contracting directly with or directly employed by the Contractor have been paid in full and that all labor and materials furnished for said construction, including subcontractors employed by the undersigned, have been paid in full. The Contractor further authorizes the clerks of the County Records Division of Broward County, Florida to discharge the lien given to the undersigned in a claim of lien recorded in the Official Records of Broward County, Florida at Book_____, Page _____ , executed by:

Bernardo Duran

on this **5th** day of **January** , 20 **26**.

IN WITNESS WHEREOF,

Bernardo Duran has hereunto set its hand and seal

on this **5th** day of **January** , 20 **26**.

(Corporate Seal)

Attest:

NATALIE DURAN
(Secretary)

A-1 DURAN ROOFING INC. CORPORATE SEAL 1985 FLORIDA

By: Bernardo Duran (Seal)

Notarization

State of: Florida)
County of: Miami-Dade)

Sworn to and subscribed before me, the undersigned authority, by

Bernardo Duran

who is personally known to me or did produce:

As identification and who did take an oath, acknowledged and subscribed the foregoing General Release and Full Release of Lien for purposes therein expressed.

Notary Public: Felipe Bahamon

Commission Expires on: 12/20/2026

Affix Seal

Notary Public State of Florida
Felipe Bahamon
My Commission HH 342973
Expires 12/20/2026

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, FL 33311
TEL (754) 321-1500 • FAX (754) 321-1501

Reduction of Retainage Certification

Facility: Plantation Middle School
Project Name: Plantation MS - Smart Re-Roofing
Contractor: A1 Duran Roofing, Inc.
Project Manager: Ligal Nelson

Project No.: P.001729-RC1
Date:
Location No.:
Phase No.:

1. Current Level of Retainage 5 %
2. Proposed Level of Retainage 0 %
3. Retainage Reduction Ratio (RR) 1.000 (Item 1 - Item 2) / Item 1

Company Name of Entity to Receive Reduction of Retainage	Current Total Retainage	RR	Retainage to be Released
A1 Duran Roofing, Inc.	$ 187,847.24	1.000	$ 187,847.24
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
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		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
Total	**$ 187,847.24**		**$ 187,847.24**

$ 187,847.24		1.000		$ 187,847.24		$ -
Current Total Retainage	x	Reduction Ratio	=	Retainage to be Released		Retainage Balance

The undersigned hereby certifies that they will release retainage being paid to them by the School Board of Broward County to their various subcontractors in accordance with the schedule above.

Company Name: A1 Duran Roofing, Inc.

Authorized Signature

Bernardo Duran
Print Name

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. GS59300402

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER:
(Name and address)

School Board of Broward County
7720 W. Oakland Park Blvd., Suite 323
Sunrise, FL 33351

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED: September 13, 2022

PROJECT:
(Name and address)

Roofing Work Package for Buildings # 1-2-3-4 at Plantation Middle School, Project No. P.001729-RC1

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

The Gray Insurance Company
P.O. Box 6202
Metairie, LA 70009-6202

, SURETY,

on bond of
(Insert name and address of Contractor)

A-1 Duran Roofing, Inc.
8095 NW 64th Street
Miami, FL 33166

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

School Board of Broward County
7720 W. Oakland Park Blvd., Suite 323
Sunrise, FL 33351

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 9, 2026
(Insert in writing the month followed by the numeric date and year.)

The Gray Insurance Company
(Surety)

By:
(Signature of authorized representative)

Attest:
(Seal):

Kevin Wojtowicz Attorney-in-Fact
(Printed name and title)

09/23/2025 09:57 2999394022689

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS59300402 **Principal:** A-1 Duran Roofing, Inc.

Project: Roofing Work Package for Buildings # 1-2-3-4 at Plantation Middle School, Project No. P.001729-RC1

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Fabian Perez, Kevin Wojtowicz, Jessica Reno, Sabra Gambino, Edwin T. Collins, IV, Devin Phillips, and Christian Collins of St. Petersburg, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of
$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 9th day of January , 2026 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 9th day of January , 2026 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

PAYMENTS TO CONTRACTOR DURING CONSTRUCTION

PER STATUTE F.S. 255.078, AND EXCEPT AS PROVIDED BELOW, CONSTRUCTION PAYMENTS ON PROJECTS UP TO FIFTY (50) PERCENT COMPLETION SHALL NOT EXCEED NINETY (90) PERCENT OF THE WORK COMPLETED OR MATERIALS PAID FOR AND PROPERLY STORED ON SITE, OR IN A BONDED WAREHOUSE.

PAYMENTS SHALL BE CONDITIONED UPON OWNER'S REPRESENTATIVE APPROVING PROGRESS OF WORK AND MATERIALS STORED, IN ACCORDANCE WITH THE EXECUTED CONSTRUCTION CONTRACT.

REDUCTION OF RETAINAGE:
PER STATUTE F.S. 255.078, RETAINAGE SHALL BE REDUCED TO FIVE (5) PERCENT AFTER THE PROJECT REACHES FIFTY (50) PERCENT COMPLETION. FURTHER REDUCTION OF RETAINAGE SHALL BE AUTHORIZED ONLY AFTER THE PROJECT ACHIEVES SUBSTANTIAL COMPLETION AND THE CERTIFICATE OF OCCUPANCY OR FORM OEF 110B HAS BEEN FULLY EXECUTED. THE RETAINAGE REDUCTION BELOW FIVE (5) PERCENT SHALL REQUIRE THE RECOMMENDATION OF THE SUPERINTENDENT OR DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCTION MANAGEMENT, AND BE AUTHORIZED BY BOARD ACTION.

REDUCTION OF RETAINAGE ON IDENTIFIABLE PHASED PROJECTS IS PERMITTED, PURSUANT TO THE RULES ABOVE. FOR PHASED PROJECTS, IF THE OVERALL CONTRACT VALUE EXCEEDS THE CONSTRUCTION COST LIMIT PER STATUTE F.S. 287.055; REDUCTION OF RETAINAGE ON INDIVIDUAL PHASES SHALL REQUIRE BOARD APPROVAL.

FINAL PAYMENT OF RETAINAGE:
THE CRITERIA AND CONDITIONS FOR FINAL PAYMENT OF THE RETAINAGE INCLUDE:

1. THE SCHOOL BOARD ACCEPTS THE FACILITY VIA AN EXECUTED FORM 110B.

2. ALL CONTRACTUAL OBLIGATIONS HAVE BEEN COMPLETED.

3. EXECUTED FORM OEF 209, OR WHEN AN OEF 209 IS NOT REQUIRED, CERTIFICATION OF COMPLETION BY THE ARCHITECT OR ENGINEER OF RECORD.

FINAL ACCEPTANCE AND RELEASE OF RETAINAGE ON PROJECTS WITH A CONSTRUCTION COST LIMIT PER F.S. 287.055 SHALL NOT REQUIRE BOARD APPROVAL. APPROVAL SHALL BE GRANTED BY THE DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCITON MANAGEMENT OR DESIGNEE, UPON RECEIPT OF THE EXECUTED CERTIFICATE OF FINAL INSPECTION OR CERTFICATE OF COMPLETION NOTED ABOVE. FOR THE PURPOSES OF THIS RULE, CONSTRUCTION CONTRACTS THAT DO NOT REQUIRE A CERTIFICATE OF OCCUPANCY SHALL BE CERTIFIED AS SUBSTANTIALLY COMPLETE BY THE ARCHITECT OR ENGINEER OF RECORD.

AUTHORITY: F.S. 1001.41 (1) (2)
F.S. 1013.50
F.S. 218.735 (8)
F.S. 255.078
F.S. 287.055
POLICY ADOPTED: 1/21/82; 5/19/88; 1/16/07

Return completed form as needed to:
Office of Educational Facilities
325 West Gaines Street, Room 1054
Tallahassee, Florida 32399-0400
(850) 245-0494
Fax (850) 245-9236 or (850) 245-9304

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF OCCUPANCY

OEF USE ONLY

INSTRUCTIONS: Submit one copy of the completed form for each project over $300,000. Reproduce this form in sufficient quantity for your use.

RE: School Board of Broward County (☒ School District ☐ Florida College)
P.001729-RC1 - Plantation MS - Smart Re-Roofing (☒ School Name ☐ Campus)
Full Project - N/A
Description of Project
EFIS Number (if applicable)

In accordance with Section 1013.37(2)(c), Florida Statutes, and upon recommendation of the project architect/engineer and the certified inspector, as stated below, the subject project is ready for occupancy.

Signature: Date: 5/30/25

☒ Superintendent ☐ President ☐ Designee

Intended Occupancy Date:

PROJECT ARCHITECT/ENGINEER AND CERTIFIED INSPECTOR I have inspected the subject project and, to the best of my knowledge and ability, I have determined that the safety systems* and the facility are in compliance with statutes, rules, and codes affecting the health and safety of its occupants; and that no asbestos-containing materials were specified for use in this building, nor to the best of my knowledge were asbestos containing materials used in the construction of this project.

Architect or Engineer of Record:

High Performance Green Building Standard Used [S. 255.2575(2), F.S.] Rating Achieved

Name (Type or Print) OMAR KHAN 75524 License # 02.28.2027 Expiration Date

Signature: 5/19/2025

Architect ☒ Engineer

OMAR KHAN LICENSE No 75524 STATE OF FLORIDA PROFESSIONAL ENGINEER

Building Official:

Name (Type or Print) Perla Tarrau-Tejada License # BU1918 Expiration Date 11/30/25

Signature: 5/30/2025

Contractor:
A-1 DURAN ROOFING, INC ccc058315 08.31.2026
Name (Type or Print) License # Expiration Date

Threshold Inspector (if applicable):

Name (Type or Print) License # Expiration Date

Project Information As-built lowest floor elevation (for new construction)

Code/Edition 2023 Occupancy Type(s) Construction Type(s) Occupant Load

Automatic Sprinkler System Required District/Florida College Permit Number 2305510158

Special Permit Stipulations

*Safety systems include, but are not limited to: exiting; safety, rescue, fire rating; fire protection; means of egress; master valves; eye wash and dousing shower in science labs; emergency disconnects in shops; fume and dust collection systems; heat and smoke detectors; stage protection including curtain operation; smoke vent; sprinklers, etc.; kitchen hood; fire sprinklers; smoke venting; illumination of means of egress; emergency lighting; emergency power; exit lights; fire alarm systems with required incidental functions; fire extinguishers; fuel fired heaters; electrical illumination; electrical system required ventilation; toilet facilities; kitchen hot water supply; water supply; and sewage disposal as they apply to this project.

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF FINAL INSPECTION

TO: Office of Educational Facilities (OEF) 325 West Gaines Street, Room 1054 Tallahassee, Florida 32399-0400 (850) 245-0494 Fax (850) 245-9236 or (850) 245-9304	OEF USE ONLY
INSTRUCTIONS: Submit for OEF files one copy of the completed form for all projects with construction costs exceeding $300,000. Mark the appropriate term within the parentheses. Reproduce this form in sufficient quantity for your use. Section 1013.37(2)(c), F.S.	

RE: P.001729-RC1 — OEF Assigned Project Number

School Board of Broward County — (☒ School District ☐ Florida College)

Plantation Middle School #2305710158 — (☒ School Name ☐ Campus)

0551 — (☒ School ☐ College) Code Number

Plantation MS - Smart Re-Roofing — Description of Project

SECTION A: BOARD'S ACCEPTANCE

Upon the recommendation of our Project (Architect ☒ Engineer) as certified in Section B below, in accordance with Chapter 1013, F.S., THE BOARD ACCEPTED the above-referenced project on February 10, 2026

Name (Type or Print) _____

Signature: _____ Date:
(☐ Superintendent ☐ President)

SECTION B: (ARCHITECT ☒ ENGINEER) CERTIFICATION

As PROJECT (ARCHITECT ☒ ENGINEER), I have inspected this project and, in my considered professional opinion, the work required by the contract for this project has been completed in accordance with approved contract documents; Chapter 1013, Florida Statutes; Rule 6A-2.0010, FAC; Chapter 553, F.S.; and the Florida Building Code.

Signature: Date 11/25/2025

Digitally signed by Omar Khan
DN: CN=Omar Khan, c=Qualifier=A01410D000001913TB4C14C000F9464, O=Unaffiliated, C=US
Date: 2025.11.25 11:49:34-05'00'

OMAR KHAN LICENSE No 75524 STATE OF FLORIDA PROFESSIONAL ENGINEER

Firm Name: AIA ENGINEERING, LLC

Address: 2464 NW 118 TERRACE (Street/P.O. Box) CORAL SPRINGS (City) FL (State) 33065 (Zip)

SECTION C: ☒ Building Official ☐ Other (Specify) Certification _____

I have inspected the project, and in my considered opinion, it is complete and in accordance with applicable statutes, rules, and codes.

Name (Type or Print) Perla Tarrau-Ayala

Signature: _____ Date: 11/13/2025

☒ Building Official ☐ Certified Inspector

SECTION D: FACILITY INFORMATION.

1. TYPE OF PROJECT: New Plant, Addition, Remodeling, Renovation	2. CORRECTED "SPACE INVENTORY REPORT" (land, building, room) HAS BEEN FILED WITH THE OEF: Yes No N/A If "No," explain:
3. SOURCE OF FUNDS: Local, State, Federal	4. ADJUSTED FINAL CONTRACT AMOUNT: $3,784,281.60
	5. PROJECT GROSS SQUARE FOOTAGE: SQ. FT.
	6. COST PER GROSS SQUARE FOOT: $
	7. COST PER STUDENT STATION: $

CERTIFICATE OF FINAL INSPECTION (CFI)

8. BUILDING CONTRACT DATE: COMPLETION DATE: 05.30.2025

9. CHANGE ORDERS - List of each Change Order and amount (excluding Direct Purchase amounts).

Change Order #	Change Order Amount
1	($140,635.40)

10. Date of Occupancy: 05.30.2025

11. Additional Information:

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Final Acceptance and Release of Retainage
A-1 DURAN ROOFING, INC.
Plantation Middle School
P.001729-RC1

School Board Meeting: 02.10.2026

The financial impact of this item is $0.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is no impact to the project budget

There is no budget or spending authority impact for this item. The final contract payment for retainage of $187,847.24 will be released to the contractor.

Department Name	Department Head
Capital Budget	Omar Shim, Director of Capital Budget

Omar Shim - 01/12/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-15.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Final Acceptance, Release of Retainage - Palmview ES, P.002084-RC1

REQUESTED ACTION:

Approve Final Acceptance of the Project, Release of Retainage, a time extension of 268 days to Substantial Completion, and a time extension of 334 days between Substantial and Final Completion. District 7

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Closeout Documents
- Collaboration Form

FINANCIAL IMPACT:

The final contract payment for retainage in the amount of $38,805.15 will be released to the contractor.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jan 27,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – Task Assigned
Phone: 754-321-2659

EXECUTIVE SUMMARY

Final Acceptance and Release of Retainage
Palmview Elementary School, Pompano Beach
Former SMART Program Renovations
Roof Carveout
Project No. P.002084-RC1

Board Meeting Date: February 10, 2026

Requested Action:

Approve Final Acceptance of the Project, Release of Retainage, a time extension of 268 days to Substantial Completion, and a time extension of 334 days between Substantial and Final Completion.

School Board Policy Requirement/Authority: Policy 7005 mandates that final payment may be released only after the SBBC has accepted the facility through an executed Form OEF 110B, all contractual obligations have been fulfilled, and an executed Form OEF 209 has been provided.

Statutory Requirement/Authority: Pursuant to F.S. 1013.50, final payment to the contractor is prohibited until the project is formally accepted by the SBBC.

District-zone Impact: District 7

Impact of the School Board's Vote:

- If the School Board votes "Yes": This action finalizes the closeout of the project and authorizes the release of retainage (final payment) to the contractor.

- If the School Board votes "No": The final payment cannot be released to the contractor, thereby delaying project closeout.

Background/History

A Notice to Proceed (NTP) was issued to A-1 Duran Roofing, Inc. on August 25, 2023, with an original contract duration of 240 days to achieve Substantial Completion of the work. The project scope included the removal and replacement of the existing roofs on Buildings 2, 3, and 6, and the related rooftop mechanical equipment.

Following the issuance of the NTP, the contractor began the design phase of the project. Progress toward construction was delayed as the roofing design binder required multiple submissions and revisions before approval. As a result, the roofing permit was approved later than initially planned, which limited construction activities during the early phase of the project.

Construction activities commenced in July 2024, approximately two months after the original contractual Substantial Completion milestone. Once construction began, the contractor completed the scope of work within approximately six months, including addressing unforeseen field conditions and completing all required inspections.

Substantial Completion was achieved in January 2025. After Substantial Completion, additional time was required to complete change order processing and standard administrative closeout actions necessary to formally achieve Final Completion.

Based on these circumstances, AECOM recommends approval of a 268-day extension to allow for timely Substantial Completion and an additional 334-day extension between Substantial and Final Completion. AECOM further recommends the release of the remaining retainage of $38,805.15 to A-1 Duran Roofing, Inc.

PROJECT SCHEDULE SUMMARY

Notice to Proceed:	08/25/23
Actual Substantial Completion Date:	01/14/25
Actual Final Completion Date:	01/13/26

Alignment to 2027 Goals and Guardrails:

Business Operations

Measurable Outcome(s)/Return on Investment:

Project closeout confirms completion and authorizes the release of the final payment to the contractor.

Financial Impact, Funding Source & Budget Status:

- There is no budget or spending authority impact for this item. The final contract payment for retainage of $38,805.15 will be released to the contractor.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (days)
Original Base Contract	08/25/23	Yes	Capital	814,303.00	240
Direct Owner Purchases	—	—	—	0.00	0
Previously Approved COs	—	—	—	(30,500.06)	0
Current Request	—	—	—	0.00	268
Revised Contract Amount	**—**	**—**	**—**	**783,802.94**	**508**

Multi-year agreement: Yes / No
No, this item is not a multi-year agreement. All costs are within the current fiscal year's budget. Although a construction schedule was established at the outset of the project and may have been modified through approved change orders, the schedule is being finalized and reconciled as part of the construction closeout process.

Procurement Method: ITB – Construction Services Minor Projects

Impact on Schools:
Not applicable

If there is an impact on schools, how will schools be selected/prioritized:
Not applicable

Stakeholder Engagement/ End-User Input:
Not applicable

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
Not applicable

Additional Backup:
Not applicable

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 (754) 321-0505

Document 00640: General Release and Full Release of Lien

KNOW ALL MEN BY THESE PRESENTS,

That the undersigned: **Bernardo Duran**

of: A1 Duran Roofing, Inc. City of: Miami

County of: Miami-Dade State of: Florida

Herein referred to as "Contractor" executes this General Release and Full Release of Lien in favor of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA of 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, herein referred to as "The School Board".

In consideration of the sum of:

Written Amount: Thirty-eight thousand eight hundred five dollars and fifteen cents

Figures: **$ 38,805.15**

receipt of which from The School Board is hereby acknowledged, Contractor for itself and its successors and assigns, has remised, released, and forever discharged, and by these presents does, for itself and its successors and assigns, does remise, release, acquit, satisfy, and forever discharge The School Board, its successors, employees, administrators and assigns, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which against The School Board or The School Board's successors, employees, administrators and assigns, Contractor ever had, now has, or over which Contractor's successors and assigns, hereafter can, shall or may have, for upon, or by reason of any matter, cause of thing whatsoever with regard to the project known as:

Palmview ES - SMART Roofing Carve Out - P.002084-RC1

In consideration of the above-said moneys, receipt of which from The School Board is hereby acknowledged, Contractor does hereby release and quit claim to The School Board, its successors and assigns, all claims liens, lien rights, claims or demands of any kind whatsoever which Contractor now has or might have against the building or premises situated at:

2601 NE 1st Ave, Pompano Beach, FL 33064

and legally described as:

On account of labor performed and/or material furnished for the construction of any building thereon or in otherwise improving said property situated as above described. The Contractor further certifies that all lienors contracting directly with or directly employed by the Contractor have been paid in full and that all labor and materials furnished for said construction, including subcontractors employed by the undersigned, have been paid in full. The Contractor further authorizes the clerks of the County Records Division of Broward County, Florida to discharge the lien given to the undersigned in a claim of lien recorded in the Official Records of Broward County, Florida at Book_____, Page _____ , executed by:

Bernardo Duran

on this **6th** day of **January** , 20 **26**.

IN WITNESS WHEREOF,

Bernardo Duran has hereunto set its hand and seal

on this **6th** day of **January** , 20 **26**.

(Corporate Seal)

Attest:

NATALIE DURAN
(Secretary)

By: Bernardo Duran (Seal)

A-1 DURAN ROOFING INC. CORPORATE SEAL 1985 FLORIDA *

Notarization

State of: Florida)
County of: Miami-Dade)

Sworn to and subscribed before me, the undersigned authority, by

Bernardo Duran

who is personally known to me or did produce:

As identification and who did take an oath, acknowledged and subscribed the foregoing General Release and Full Release of Lien for purposes therein expressed.

Notary Public: Felipe Bahamon **Affix Seal**

Commission Expires on: 12/20/2026

Notary Public State of Florida
Felipe Bahamon
My Commission HH 342973
Expires 12/20/2026

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, FL 33311
TEL (754) 321-1500 • FAX (754) 321-1501

Reduction of Retainage Certification

Facility: Palmview Elementary School
Project Name: Palmview ES - SMART Roofing Carve Out
Contractor: A1 Duran Roofing, Inc.
Project Manager: Ligal Nelson

Project No.: P.002084-RC1
Date:
Location No.:
Phase No.:

1. Current Level of Retainage 5 %
2. Proposed Level of Retainage 0 %
3. Retainage Reduction Ratio (RR) 1.000 (Item 1 - Item 2) / Item 1

Company Name of Entity to Receive Reduction of Retainage	Current Total Retainage	RR	Retainage to be Released
A1 Duran Roofing, Inc.	$ 38,805.15	1.000	$ 38,805.15
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
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		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
Total	**$ 38,805.15**		**$ 38,805.15**

$ 38,805.15		1.000		$ 38,805.15		$ -
Current Total Retainage	x	Reduction Ratio	=	Retainage to be Released		Retainage Balance

The undersigned hereby certifies that they will release retainage being paid to them by the School Board of Broward County to their various subcontractors in accordance with the schedule above.

Company Name: A1 Duran Roofing, Inc.

Authorized Signature

Bernardo Duran
Print Name

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. GS59300463

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER:
(Name and address)

School Board of Broward County
7720 W. Oakland Park Blvd., Suite 323
Sunrise, FL 33351

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED: September 13, 2022

PROJECT:
(Name and address)

Palmview Elementary School Roof Work Package for Buildings 2, 3 & 6, Project No. P.002143-RC1

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

The Gray Insurance Company
P.O. Box 6202
Metairie, LA 70009-6202

, SURETY,

on bond of
(Insert name and address of Contractor)

A-1 Duran Roofing, Inc.
8095 NW 64th Street
Miami, FL 33166

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

School Board of Broward County
7720 W. Oakland Park Blvd., Suite 323
Sunrise, FL 33351

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 9, 2026
(Insert in writing the month followed by the numeric date and year.)

The Gray Insurance Company
(Surety)

By:
(Signature of authorized representative)

Attest:
(Seal):

Kevin Wojtowicz Attorney-in-Fact
(Printed name and title)

09/23/2025 09:57 2999394022689

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS59300463 **Principal:** A-1 Duran Roofing, Inc.

Project: Palmview Elementary School Roof Work Package for Buildings 2, 3 & 6, Project No. P.002143-RC1001729-RC1

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Fabian Perez, Kevin Wojtowicz, Jessica Reno, Sabra Gambino, Edwin T. Collins, IV, Devin Phillips, and Christian Collins of St. Petersburg, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of
$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 9th day of January , 2026 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 9th day of January , 2026 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

PAYMENTS TO CONTRACTOR DURING CONSTRUCTION

PER STATUTE F.S. 255.078, AND EXCEPT AS PROVIDED BELOW, CONSTRUCTION PAYMENTS ON PROJECTS UP TO FIFTY (50) PERCENT COMPLETION SHALL NOT EXCEED NINETY (90) PERCENT OF THE WORK COMPLETED OR MATERIALS PAID FOR AND PROPERLY STORED ON SITE, OR IN A BONDED WAREHOUSE.

PAYMENTS SHALL BE CONDITIONED UPON OWNER'S REPRESENTATIVE APPROVING PROGRESS OF WORK AND MATERIALS STORED, IN ACCORDANCE WITH THE EXECUTED CONSTRUCTION CONTRACT.

REDUCTION OF RETAINAGE:
PER STATUTE F.S. 255.078, RETAINAGE SHALL BE REDUCED TO FIVE (5) PERCENT AFTER THE PROJECT REACHES FIFTY (50) PERCENT COMPLETION. FURTHER REDUCTION OF RETAINAGE SHALL BE AUTHORIZED ONLY AFTER THE PROJECT ACHIEVES SUBSTANTIAL COMPLETION AND THE CERTIFICATE OF OCCUPANCY OR FORM OEF 110B HAS BEEN FULLY EXECUTED. THE RETAINAGE REDUCTION BELOW FIVE (5) PERCENT SHALL REQUIRE THE RECOMMENDATION OF THE SUPERINTENDENT OR DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCTION MANAGEMENT, AND BE AUTHORIZED BY BOARD ACTION.

REDUCTION OF RETAINAGE ON IDENTIFIABLE PHASED PROJECTS IS PERMITTED, PURSUANT TO THE RULES ABOVE. FOR PHASED PROJECTS, IF THE OVERALL CONTRACT VALUE EXCEEDS THE CONSTRUCTION COST LIMIT PER STATUTE F.S. 287.055; REDUCTION OF RETAINAGE ON INDIVIDUAL PHASES SHALL REQUIRE BOARD APPROVAL.

FINAL PAYMENT OF RETAINAGE:
THE CRITERIA AND CONDITIONS FOR FINAL PAYMENT OF THE RETAINAGE INCLUDE:

1. THE SCHOOL BOARD ACCEPTS THE FACILITY VIA AN EXECUTED FORM 110B.

2. ALL CONTRACTUAL OBLIGATIONS HAVE BEEN COMPLETED.

3. EXECUTED FORM OEF 209, OR WHEN AN OEF 209 IS NOT REQUIRED, CERTIFICATION OF COMPLETION BY THE ARCHITECT OR ENGINEER OF RECORD.

FINAL ACCEPTANCE AND RELEASE OF RETAINAGE ON PROJECTS WITH A CONSTRUCTION COST LIMIT PER F.S. 287.055 SHALL NOT REQUIRE BOARD APPROVAL. APPROVAL SHALL BE GRANTED BY THE DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCITON MANAGEMENT OR DESIGNEE, UPON RECEIPT OF THE EXECUTED CERTIFICATE OF FINAL INSPECTION OR CERTFICATE OF COMPLETION NOTED ABOVE. FOR THE PURPOSES OF THIS RULE, CONSTRUCTION CONTRACTS THAT DO NOT REQUIRE A CERTIFICATE OF OCCUPANCY SHALL BE CERTIFIED AS SUBSTANTIALLY COMPLETE BY THE ARCHITECT OR ENGINEER OF RECORD.

AUTHORITY: F.S. 1001.41 (1) (2)
F.S. 1013.50
F.S. 218.735 (8)
F.S. 255.078
F.S. 287.055
POLICY ADOPTED: 1/21/82; 5/19/88; 1/16/07

Return completed form as needed to:
Office of Educational Facilities
325 West Gaines Street, Room 1054
Tallahassee, Florida 32399-0400
(850) 245-0494
Fax (850) 245-9236 or (850) 245-9304

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF OCCUPANCY

OEF USE ONLY

INSTRUCTIONS: Submit one copy of the completed form for each project over $300,000. Reproduce this form in sufficient quantity for your use.

RE: School Board of Broward County
P 002084-RC1 - Palmview ES - SMART Roofing Carve Out
Full Project -

(☒ School District ☐ Florida College)
(☒ School Name ☐ Campus)
Description of Project
EFIS Number (if applicable)

In accordance with Section 1013.37(2)(c), Florida Statutes, and upon recommendation of the project architect/engineer and the certified inspector, as stated below, the subject project is ready for occupancy.

Signature: [signature] Date: 1/31/25

☒ Superintendent ☐ President ☐ Designee

Intended Occupancy Date:

PROJECT ARCHITECT/ENGINEER AND CERTIFIED INSPECTOR I have inspected the subject project and, to the best of my knowledge and ability, I have determined that the safety systems* and the facility are in compliance with statutes, rules, and codes affecting the health and safety of its occupants, and that no asbestos-containing materials were specified for use in this building, nor to the best of my knowledge were asbestos containing materials used in the construction of this project.

Architect or Engineer of Record:

High Performance Green Building Standard Used [S. 255.2575(2), F.S.] — Rating Achieved

Name (Type or Print) — 75524 License # — 02.28.2025 Expiration Date

Signature — Architect ☒ Engineer*

STATE OF FLORIDA LICENSED ENGINEER No. 75524

Building Official:

Name (Type or Print) — License # — Expiration Date

Signature [signature] BW 9/18 1/31/2025 — 11/30/2025

Contractor:
A-1 DURAN ROOFING, INC — ccc058315 License # — 08.31.2026 Expiration Date
Name (Type or Print)

Threshold Inspector (if applicable):

Name (Type or Print) — License # — Expiration Date

Project Information

As-built lowest floor elevation (for new construction)

Code/Edition 2023 Occupancy Type(s) Construction Type(s) Occupant Load

Automatic Sprinkler System Required District/Florida College Permit Number 2311310017

Special Permit Stipulations

*Safety systems include, but are not limited to: exiting, safety, rescue, fire rating, fire protection, means of egress, master valves, eye wash and rousing shower in science labs, emergency disconnects in shops, fume and dust collection systems, heat and smoke detectors, stage protection including curtain operation, smoke vent, sprinklers, etc., kitchen hood, fire sprinklers, smoke venting, illumination of means of egress, emergency lighting, emergency power, exit lights, fire alarm systems with required incidental functions, fire extinguishers, fuel fired heaters, electrical illumination, electrical system required ventilation, toilet facilities, kitchen hot water supply, water supply, and sewage disposal as they apply to this project.

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF FINAL INSPECTION

TO: Office of Educational Facilities (OEF) 325 West Gaines Street, Room 1054 Tallahassee, Florida 32399-0400 (850) 245-0494 Fax (850) 245-9236 or (850) 245-9304	OEF USE ONLY
INSTRUCTIONS: Submit for OEF files one copy of the completed form for all projects with construction costs exceeding $300,000. Mark the appropriate term within the parentheses. Reproduce this form in sufficient quantity for your use. Section 1013.37(2)(c), F.S.	

RE: P.002084-RC1 — OEF Assigned Project Number

School Board of Broward County — (☒ School District ☐ Florida College)

Palmview Elementary School #2311310017 — (☒ School Name ☐ Campus)

1131 — (☒ School ☐ College) Code Number

Palmview ES - SMART Roofing Carve Out — Description of Project

SECTION A: BOARD'S ACCEPTANCE

Upon the recommendation of our Project (Architect ☒ Engineer) as certified in Section B below, in accordance with Chapter 1013, F.S., THE BOARD ACCEPTED the above-referenced project on February 10, 2026

Name (Type or Print) _____

Signature: _____ Date:
(☐ Superintendent ☐ President)

SECTION B: (☐ ARCHITECT ☒ ENGINEER) CERTIFICATION

As (☐ ARCHITECT ☒ ENGINEER), I have inspected this project and, in my considered professional opinion, the work required by the contract for this project has been completed in accordance with approved contract documents; Chapter 1013, Florida Statutes; Rule 6A-2.0010, FAC; Chapter 553, F.S. and the Florida Building Code.

Signature 75524 Date 12/4/2025

Firm Name:

Address: 2964 NW 118 Terrace Coral Springs FL 33065
Street/P.O. Box City State Zip

OMAR KHAN — No. 75524 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

SECTION C: ☒ Building Official ☐ Other (Specify) Certification _____

I have inspected the project, and in my considered opinion, it is complete and in accordance with applicable statutes, rules, and codes.

Name (Type or Print) Perla Tarrau-Ayala

Signature: Date: 1/13/2026

☒ Building Official ☐ Certified Inspector

SECTION D: FACILITY INFORMATION.

1. TYPE OF PROJECT: ☐ New Plant ☐ Addition ☐ Remodeling ☐ Renovation	2. CORRECTED "SPACE INVENTORY REPORT" (land, building, room) HAS BEEN FILED WITH THE OEF: ☐ Yes ☐ No ☐ N/A If "No," explain:
3. SOURCE OF FUNDS: ☐ Local ☐ State ☐ Federal	4. ADJUSTED FINAL CONTRACT AMOUNT: $764,803.06
	5. PROJECT GROSS SQUARE FOOTAGE: SQ. FT.
	6. COST PER GROSS SQUARE FOOT: $
	7. COST PER STUDENT STATION: $

CERTIFICATE OF FINAL INSPECTION (CFI)

8. BUILDING CONTRACT DATE: COMPLETION DATE: 01.31.2025

9. CHANGE ORDERS - List of each Change Order and amount (excluding Direct Purchase amounts).

Change Order #	Change Order Amount
1	($30,500.06)

10. Date of Occupancy: 01.31.2025

11. Additional Information:

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Final Acceptance and Release of Retainage
A-1 DURAN ROOFING, INC.
Palmview Elementary School
P.002084-RC1

School Board Meeting: 02.10.2026

The financial impact of this item is $0.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is no impact to the project budget

There is no budget or spending authority impact for this item. The final contract payment for retainage of $38,805.15 will be released to the contractor.

Department Name
Capital Budget

Department Head
Omar Shim, Director of Capital Budget

Omar Shim - 01/08/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: REVISED

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

FY20-121 – Guaranteed Energy Performance Contracting Services
This is a companion item to RR-1.

REQUESTED ACTION:

Approve the Fourth Amendment to the Agreement between the School Board of Broward County, Florida (SBBC), and Johnson Controls, Inc. (JCI). District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Fourth Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Fourth Amendment
- Memo to Revise

FINANCIAL IMPACT:

The annual capital equipment lease payments are offset in the District's budget by the guaranteed utilities savings; therefore, there is no net financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Mark D. Dorsett	Phone:	754-321-4753

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jan 27, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Mark Dorsett
Title: Task Assigned, Chief Operations Officer
Phone: 754-321-4753

EXECUTIVE SUMMARY

Recommendation to Approve the Fourth Amendment
FY20-121 – Guaranteed Energy Performance Contracting Services

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Board Meeting Date: February 10, 2026

Requested Action:
Approve the Fourth Amendment to the Agreement between the School Board of Broward County, Florida (SBBC), and Johnson Controls, Inc. (JCI).

School Board Policy Requirement/Authority: Not Applicable

Statutory Requirement/Authority: Not Applicable

District-zone Impact: District-wide

Phase 5, 2025/2026					
School	**District**	**School**	**District**	**School**	**District**
Annabel C. Perry PreK-8	1	Cypress Bay HS	6	Piper HS	5
Apollo MS	1	Dave Thomas West Ctr	7	Pompano Beach HS	7
Attucks MS	1	Falcon Cove MS	6	Riverland ES	3
Bair MS	5	Lakeside ES	2	Seagull School	3
Coral Glades HS	4	Lauderhill 6-12	5	Virginia S. Young Mont.	3
Croissant Park ES	3	Miramar HS	2	Wingate Oaks Ctr	5
Crystal Lake MS	7	Nova MS	6		

Impact of the School Board's Vote:
- If the School Board votes "Yes": A Yes vote on this item initiates LED Lighting and plumbing upgrade projects at twenty (20) Schools, which results in a safer, enhanced, and environmentally greener student and teacher learning environment with guaranteed annual savings of over 1 million dollars annually to the District. In addition, six (6) of the twenty (20) schools will receive new trash compactors to reduce the refuse operational costs.
- If the School Board votes "No": A No vote on this item means that the existing fluorescent lighting, inefficient plumbing, and refuse collection systems will remain with no reductions in energy, water, or refuse cost or consumption.

Background/History
Energy Savings Performance Contracting is a proven, alternative procurement method that has been widely used for more than thirty (30) years, is recognized by the U.S. Department of Energy, and permits governmental agencies to enter into a guaranteed energy, water, or wastewater savings Agreement for a duration of more than one (1) year with vendors of guaranteed energy, water, or wastewater savings programs. These programs are financially guaranteed to achieve the projected savings by the Energy Service Company (ESCO), which reduces budget and operational risk to the District.

The objective of SBBC's Energy Performance Contract projects is to generate significant consumption reductions and cost savings in energy and water utilities by upgrading necessary infrastructure and safety features, including energy-efficient LED technologies and low-flow plumbing fixtures. Implementation of these upgrades also supports the environmental stewardship of the District.

Phase I (Pilot): (Approved by SBBC on May 19, 2020, for nine (9) Schools): Construction was completed in August 2021, with year-to-date verified savings of $1,334,733, which positively exceeded the guaranteed total Year-to-date savings by $902,712.

Phase II: (Approved by SBBC on December 14, 2021, for twenty-one (21) Schools): Construction was completed in September 2023 with verified savings of $1,399,073 (as of December 2024), which positively exceeded the guaranteed total savings by $512,318.

Phase III: (Approved by SBBC on June 13, 2023, for twenty-three (23) Schools): Construction was completed in August 2024 with a year-to-date verified savings of $1,487,142, which positively exceeded the guaranteed total Year-to-date savings by $498,155.

Phase IV: (Approved by SBBC on July 23, 2024, for thirty-one (31) Schools): Construction is in progress with an estimated completion date of February 2026 and estimated total annual project savings of over $1,000,000.

Agreement Term: May 19, 2020, through May 18, 2040; Fourth Amendment Term: 15 years; Emerging/Small/ Minority/Veteran/Women Business Enterprises: None

Alignment to 2027 Goals and Guardrails:
Business Operations

Measurable Outcome(s)/Return on Investment:
Approval of this amendment ensures continued progress toward energy efficiency, cost savings, and improved learning environments across the District. Phase V: Estimated total annual project savings is over $1,400,000 with a guaranteed performance period of fifteen (15) years.

Financial Impact, Funding Source & Budget Status:
The financial impact of this spending authority is $14,760,460. The annual capital equipment lease payments are included in the fiscal year 2026 District Educational Facilities Plan and are offset in the District's General Fund budget by the guaranteed utility savings. As a result, there is no net financial impact to the District.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Agreement – original spending authority request	1/14/2020			$0	
First Amendment	12/14/2021			$0	
Second Amendment	6/13/2023			$0	
Third Amendment	4/16/2024	Yes		$544,316.74	
Fourth Amendment	2/10/2026	Yes-DEFP	(FY25-26) CAPITAL (TRANSFER To General Fund) Fund: 11	14,760,460	
Total Agreement Amount				**$14,760,460**	**180**

The financial impact amount represents an estimated Agreement value; however, the authorized amount will not exceed the estimated Agreement award amount.

Multi-year agreement: Yes/No
Yes. This Agreement is for a maximum of twenty (20) years, with a specific term of the loan being fifteen (15) years.
Agreement Term: May 19, 2020, through May 18, 2040; Fourth Amendment Term: 15 years; Emerging/Small/ Minority/Veteran/Women Business Enterprises: None.

Procurement Method:
Due to the positive success and impact of Phases I to IV, the District opted to unanimously approve the next Phases of services for one hundred additional District Schools (100) in Fiscal Year (FY) 2025/2026 through FY2029/2030. The Project Development Agreement (PDA) for Phases V through IX, to evaluate one hundred (100) locations, twenty (20 per phase/year), was approved by the School Board on August 19, 2025, as Item OO-18.

Impact on Schools:
Installation of the LED lighting systems directly enhances the student learning and staff working environment and reduces lighting heat output, affecting Heating, Ventilation, and Air Conditioning operation and indoor environmental quality. Upgrades to the plumbing systems reduce gallons per flush and gallons per minute; new trash compactors reduce trash pickup frequency and promote a cleaner area. All projects result in a reduction in consumption/usage and utility costs, which allows funds to be allocated in other areas in support of schools.

If there is an impact on schools, how will schools be selected/prioritized:
Schools throughout the District are considered for evaluation based on historical knowledge of existing inefficient lighting fixtures as identified by Physical Plant Operations (PPO), Facilities Condition Assessments, and fire or safety-related inspections. Any planned projects from other Departments or Programs are reviewed and considered for inclusion in the Performance Contracting program.

Stakeholder Engagement/ End-User Input:
PPO, Office of Capital Programs, Food & Nutrition Services, School Principals, and Head Facilities Service Persons participated in the process of selecting and prioritizing schools based on identified needs, such as aging or inadequate lighting and high refuse costs.

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
The expected life/replacement cycle is twenty years (20) years.

Additional Backup:
Energy Savings Performance Contracting (ESPC) initiatives—such as LED lighting upgrades—have significantly improved the learning environment across Broward County Public Schools. These enhancements have delivered measurable benefits in safety, energy efficiency, and sustainability, earning strong praise from school leaders and staff. Below are representative testimonials from multiple campuses and project phases:

William Dandy Middle School (Phase I) **July 6, 2021**
"As a result of William Dandy Middle School being selected for the Phase 1 Program for Infrastructure Upgrades, our school has benefited from modernized lighting systems installed throughout the campus. This has resulted in a safer school environment that is now more energy-efficient and sustainable for students and staff."
— **John W. Battle III, Assistant Principal**

Pines Lakes Elementary School (Phase I) **April 1, 2024**
"Pines Lakes Elementary has been the recipient of a multi-phase project for energy improvements to upgrade lighting and water conservation. As Principal, I am proud to support the District's application for the U.S. Department of Energy's Efficient and Healthy Schools Campaign. Our district is leading the way in energy-efficient schools, and I can attest to the success of its implementation. This project improved safety and provided a more conducive learning environment for over 500 students and staff."
"Our school is one of the older campuses in the District. When I became Principal eleven years ago, I noticed the impact of outdated lighting and plumbing on students and staff. While we worked hard to improve efficiency through educational activities, the greatest impact has come from this energy efficiency project. I am extremely grateful for that."
"Mr. Eric Jackson, Head Facilities Service Person, shared that he and his team have noticed a reduction in maintenance needs since the project began."
— **Susan F. Sasse, Principal**

Blanche Ely High School (Phase II) **May 5, 2023**
"Nighttime security and safety have improved significantly with all exterior lights now operational, as well as classroom instruction with every fixture lit in every room. Thank you and your team for a job well done!"
— **Michael Crehan, Head Facilities Serviceperson**

Walker Elementary School (Phase II) **March 1, 2023**

"Good day, Ms. Puma. I hope all is well. Last year, your team completed lighting and plumbing upgrades for Walker Elementary School. Were these upgrades a district-wide initiative? I am now the Principal at Wilton Manors and wanted to know if the school is scheduled for similar upgrades. I have some safety concerns with lighting and want to make sure we are conserving water and energy usage. Your help with this matter would be greatly appreciated."

— **Tauri J. Eligon, Principal**

Whiddon Rogers Education Center (Phase III) **February 20, 2024**

"I have noticed the phenomenal difference in our campus lighting. This project was definitely needed and long overdue. Thank you for all you have done!"

— **Wylie L. Howard Jr., Principal**

Silver Lakes Middle School (Phase III) **October 27, 2023**

"This is amazing. It is the talk of the school among students and staff. I truly appreciate the professionalism and quality work of the crew."

— **Errol Evans, Principal**

"The media center and hallways look great! These new lights make a big difference in the aesthetics of the campus. Thank you."

— **Armando Alejo, Assistant Principal**

Taravella High School (Phase IV) **March 13, 2024**

"We are excited about the improvements to our school's lighting."

— **Mary DeArmas, Principal**

Nob Hill Elementary School (Phase IV) **March 13, 2024**

"Several schools mentioned they are thrilled with the updates, and I am too!"

— **Rose Marie DeFalco, Head Facilities Serviceperson**

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	January 21, 2026
Previous Bid # (Ex: 10-004R):	FY20-121	**Buyer/PA:**	EDGAR LUGO
New Bid Award Total:		**Bid Title:**	Guaranteed Energy performance Contracting Services
Previous Award Total:	$14,760,460		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	5/19/2020	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	5/18/2040	**# of Months Into Bid:**	

SPEND REPORTING	
Purchase Order(s) Spend:	
P Card Purchases:	
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$0**
Average Monthly Expenditure:	
Unused Authorized Spending:	**$14,760,460**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
	PO VENDOR SPEND:	$ -
	P-CARD SPEND:	$ -
	TOTAL SPEND:	$ -

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	Various	**Name** (First & Last)	Alison D. Witoshynsky
Fund	1000	**Title**	Director
Functional Area	8102705570000000	**Department/School Name**	Environmental Health & Safety
Commitment Item	53510000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

FOURTH AMENDMENT TO MASTER SERVICES CONTRACT FOR GUARANTEED ENERGY PERFORMANCE CONTRACTING SERVICES

THIS FOURTH AMENDMENT TO MASTER SERVICES CONTRACT FOR GUARANTEED ENERGY PERFORMANCE CONTRACTING SERVICES ("MASTER AGREEMENT") is made and entered into as of this ____ day of _____, 2026, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC" or "CUSTOMER"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

JOHNSON CONTROLS, INC.
(hereinafter referred to as "CONTRACTOR" or "JCI"),
having a place of business at
15901 SW 29TH St., Suite #801, Miramar, FL 33027

WHEREAS, SBBC and JCI (collectively, the "Parties") entered into the Master Agreement dated May 19, 2020, as amended by the First Amendment dated December 14, 2021; the Second Amendment dated June 22, 2023, and the Third Amendment dated July 25, 2024 (hereafter "Agreement"); and

WHEREAS, the Agreement is for energy and utility conservation measures in educational facilities to reduce the amount of energy consumed and produce immediate and long-term savings; and

WHEREAS, on August 19, 2025, in accordance with and pursuant to Section 489.145, Florida Statutes, the Parties entered into a Project Development Agreement (the "Phase V PDA") pursuant to which JCI agreed to provide a Detail Development Summary (the "Report") for energy cost savings for an additional phase of work; and

WHEREAS, as authorized in the Phase V PDA, SBBC desires to retain JCI to perform the work specified in Article 1 (Scope of Work) hereto (the "Phase V Work") relating to the installation of the improvement measures (the "Improvement Measures") described therein; and

WHEREAS, the Parties mutually desire to amend certain provisions of the Agreement with respect to the Phase V Work through this Fourth Amendment to the Agreement (hereafter "Fourth Amendment").

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

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Amended Provisions.** The Parties hereby agree to the following:

a) Pursuant to Article 33 (Modifications) of the Agreement, the following school locations are hereby added to those locations for which JCI shall provide improvement measures pursuant to the terms of the Agreement as amended herein:

#	School Name
1	Annabel C Perry PreK-8
2	Apollo MS
3	Attucks MS
4	Bair MS
5	Coral Glades HS
6	Croissant Park ES
7	Crystal Lake MS
8	Cypress Bay HS
9	Dave Thomas West Center
10	Falcon Cove MS
11	Lakeside ES
12	Lauderhill 6-12
13	Miramar HS
14	Nova MS
15	Piper HS
16	Pompano Beach HS
17	Riverland ES
18	Seagull School
19	Virginia S Young Montessori
20	Wingate Oaks Ctr

b) The following Articles and Attachments are incorporated by reference into the terms and conditions of the Agreement with respect to the Phase V Work:

i. Article 1 – Scope of Work

1. FIM 1 Appendix (room by room lighting scope)
2. FIM 2 Appendix (water fixture counts)
3. FIM 3 Appendix (INDEX of design drawings, compactor construction documents)

ii. Article 2 – Assured Performance Guarantee

iii. Article 3 – Customer Responsibilities

iv. Article 4 – Price and Payment Terms

c) SBBC shall issue a Notice to Proceed for the Phase V Work to JCI prior to commencement of such work and shall execute a Certificate of Substantial Completion and a Certificate of Final Completion related to such work pursuant to Section 6

(NOTICE TO PROCEED; SUBSTANTIAL COMPLETION; M&V SERVICES) of the Agreement.

d) The Warranty Period and Guarantee Term for the Phase V work shall be based on the date of Substantial Completion of such Phase V work pursuant to Section 10 (WARRNTY) and Article 2 (ASSUREED PERFORMANCE GUARANTEE) of the Agreement.

e) The Phase V Work is separate and distinct from all other phases of work previously performed, or which are in the process of being performed, under the Agreement.

1.03 **Cost of Services.** SBBC shall pay JCI for services rendered for the Phase V Work and related M&V Services in accordance to the attached Article 4 under this Fourth Amendment.

1.04 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

a) This Fourth Amendment to Agreement; then
b) the Agreement.

1.05 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect. This Fourth Amendment shall have no effect on the Work being performed in accordance with the original schedules attached to the Agreement or the schedules attached to the Second Amendment.

1.06 **Authority.** Each person signing this Fourth Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Fourth Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Fourth Amendment to Agreement.

(Remainder of page intentionally left blank; Signature pages follow)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Fourth Amendment to Agreement on the date first above written.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Sarah Leonardi, Chair

ATTEST:

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

(Remainder of page intentionally left blank; Signature page follows)

FOR CONTRACTOR:

(Corporate Seal)

ATTEST:

JOHNSON CONTROLS, INC.

By _____
Signature

_____, Secretary

Printed Name: Matthew Singleton

Title: Area General Manager

-or-

Witness Kathy D'Amato

Witness John Felke

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 01/21/26 (date) by Matthew Singleton (name of officer/agent and title of officer/agent) of Johnson Controls Inc (name of corporation acknowledging), a GM (state or place of incorporation) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced DL FL (type of identification) as identification and who did/ did not first take an oath this 21 day of Jan, 2026.

My Commission Expires: 06/11/27

Signature – Notary Public

(SEAL)

Notary Public State of Florida
Kendal P Santin
My Commission HH 409130
Expires 6/11/2027

Kendal P Santin
Printed Name of Notary

HH409130
Notary's Commission No.

Article 1. SCOPE OF WORK

Scope of Work Summary	
FIM – 1	LED Lighting Upgrades
FIM – 2	Water Conservation
FIM – 3	Compactors

FIM–1: LED Lighting Upgrades

This Scope of Work includes materials and labor for the following:

Materials and labor to perform the lighting system improvements as detailed in *FIM-1 Appendix*. Space generalizations are described below. These generalizations apply only to areas and fixtures specified in *FIM-1 Appendix.*

- Fluorescent T8 and T12 lamps will be eliminated in specified areas and new LED technology T8 tubes, retrofit kits, or new fixtures will be installed. For new LED tube locations, the existing T8 ballasts will be removed. Existing incandescent and compact fluorescent lamps will be replaced with high efficiency LED lamps or replaced with new LED recessed can kits (only for existing specified recessed-can fixtures).
- Gym high bay fixtures not currently fitted with LED technology fixtures will be replaced with new high bay LED technology fixtures.
- Exterior wall pack fixtures not currently fitted with LED technology will be replaced with new LED wall pack fixtures.
- Exterior pole metal halide and high pressure sodium shoebox fixtures will be replaced with new LED shoebox, cobra head, or slip-fitter type fixtures.
- Exterior metal halide can fixtures will be replaced with LED recessed can kits.
- Wireless ceiling motion sensors or wall switch sensors will be installed based on room size and relative space usage. Gyms getting new LED fixtures will have fixture-mounted occupancy sensors. For complete sensor locations and type see *FIM-1 Appendix*

The following table provides a summary of the quantities of fixtures improved by these upgrades.

Column Header Descriptions
“Add" denoted the install of sockets.
“New Fixture” denotes a new fixture installation.
“Retrofit” denotes a TLED retrofit and also HID or CLF to LED relamps where the HID ballast is removed.
“Retrofit with Kit” denotes recessed can fixtures retrofit with a LED retrofit kit and the use of a LED door kit or a reflector kit in addition to the TLED retrofit.
“Relamp” denotes screw-in replacements in fixtures with no existing ballasts (incandescent fixtures, CFLs, Halogens).

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
Annabel C. Perry PreK-8				**17**	**157**	**1755**	**261**	**2190**
SEN - Sensor/Controls							261	261
CF - Compact Fluorescent				2				2
ECF - Exit Sign					69			69
EMG - Frogeye					24			24
FT12 - T12 and other Linear Fluorescent						1168		1168
FT8 - T8 Linear Fluorescent						585		585
FU - U-Tube Fluorescent						2		2
H - Halogen Incandescent				13	10			23
I - Standard Incandescent				2				2
LED					54			54
Annabel C. Perry PreK-8 - EXTERIOR					**213**			**213**
FT12 - T12 and other Linear Fluorescent					1			1
FT8 - T8 Linear Fluorescent					1			1
H - Halogen Incandescent					2			2
HPS - High Pressure Sodium					5			5
LED					204			204
Apollo MS	**84**	**32**	**85**	**17**	**409**	**2503**	**308**	**3438**
Replace Sensor	84							84
SEN - Sensor/Controls							308	308
CF - Compact Fluorescent			85			1		86
ECF - Exit Sign					85			85
EMG - Frogeye					111			111
FT12 - T12 and other Linear Fluorescent					2	1		3
FT8 - T8 Linear Fluorescent						2499		2499
H - Halogen Incandescent				7				7
I - Standard Incandescent				10				10
LED		14			210			224
MH Metal Halide Fixtures		18				2		20
Apollo MS - EXTERIOR		**50**	**2**	**1**	**54**			**107**
CF - Compact Fluorescent		2	2					4
FT8 - T8 Linear Fluorescent		13						13
I - Standard Incandescent		5		1				6
LED					54			54
MH Metal Halide Fixtures		30						30
Attucks MS			**9**	**24**	**306**	**2928**	**327**	**3594**
SEN - Sensor/Controls							327	327
CF - Compact Fluorescent			9		6	1		16
ECF - Exit Sign					98			98

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
EMG - Frogeye					1			1
FT12 - T12 and other Linear Fluorescent						695		695
FT8 - T8 Linear Fluorescent					2	2208		2210
H - Halogen Incandescent				21				21
I - Standard Incandescent				3				3
LED					184			184
LED Tube					15			15
MV Mercury Vapor						24		24
Attucks MS - EXTERIOR		**69**			**130**	**2**		**201**
EMG - Frogeye					1			1
FT8 - T8 Linear Fluorescent		4				2		6
HPS - High Pressure Sodium		7						7
LED					120			120
MH Metal Halide Fixtures		58			9			67
Bair MS	**8**	**20**		**14**	**234**	**2093**	**346**	**2715**
Replace Lens	8							9
SEN - Sensor/Controls					8		346	354
CF - Compact Fluorescent					2			2
ECF - Exit Sign					128			128
EMG - Frogeye					4			4
FT12 - T12 and other Linear Fluorescent						2		2
FT8 - T8 Linear Fluorescent					39	2091		2130
I - Standard Incandescent				14				14
LED					15			15
LED Tube					36			36
MH Metal Halide Fixtures		20						20
Bair MS - EXTERIOR		**73**			**16**			**89**
CF - Compact Fluorescent		2						2
FT8 - T8 Linear Fluorescent		71						71
LED					15			15
MH Metal Halide Fixtures					1			1
Coral Glades HS		**49**	**139**	**55**	**313**	**4086**	**387**	**5029**
SEN - Sensor/Controls							387	387
CF - Compact Fluorescent			139					139
ECF - Exit Sign					137			137
FT8 - T8 Linear Fluorescent					26	4086		4112
H - Halogen Incandescent				25	10			35
I - Standard Incandescent				30				30
LED		46			140			186

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
MH Metal Halide Fixtures		3						3
Coral Glades HS - EXTERIOR		**133**	**6**		**152**			**291**
CF - Compact Fluorescent		98			8			106
FT8 - T8 Linear Fluorescent		9						9
HPS - High Pressure Sodium		24						24
LED					144			144
MH Metal Halide Fixtures		2	6					8
Croissant Park ES	**4**	**11**	**8**	**4**	**99**	**1808**	**204**	**2138**
Replace Lens	4							4
SEN - Sensor/Controls							204	204
CF - Compact Fluorescent		11	8			1		20
ECF - Exit Sign					35			35
EMG - Frogeye					9			9
FT8 - T8 Linear Fluorescent					3	1807		1810
H - Halogen Incandescent					32			32
I - Standard Incandescent				4				4
LED					20			20
Croissant Park ES - EXTERIOR		**212**	**11**		**22**			**245**
CF - Compact Fluorescent		12						12
FT8 - T8 Linear Fluorescent		111						111
HPS - High Pressure Sodium		89	11		10			110
LED					12			12
Crystal Lake MS	**11**	**3**		**21**	**253**	**2629**	**438**	**3355**
Replace Lens	11							11
SEN - Sensor/Controls							438	438
CF - Compact Fluorescent		3						3
ECF - Exit Sign					92			92
EMG - Frogeye					34			34
FT12 - T12 and other Linear Fluorescent					2	2395		2397
FT8 - T8 Linear Fluorescent						234		234
H - Halogen Incandescent				8				8
I - Standard Incandescent				13	4			17
LED					120			120
LED Tube					1			1
Crystal Lake MS - EXTERIOR		**90**	**28**	**20**	**67**	**12**		**217**
CF - Compact Fluorescent			16					16
FT8 - T8 Linear Fluorescent		59						59
I - Standard Incandescent				20				20
LED					61			61
MH Metal Halide Fixtures		31	12		6	12		61

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
Cypress Bay HS	**11**		**432**	**6**	**278**	**4149**	**688**	**5564**
Replace Lens	11							11
SEN - Sensor/Controls					1		688	689
CF - Compact Fluorescent			320					320
ECF - Exit Sign					144			144
EMG - Frogeye					34			34
FT12 - T12 and other Linear Fluorescent					8	4		12
FT8 - T8 Linear Fluorescent					8	4145		4153
H - Halogen Incandescent			112					112
I - Standard Incandescent				6	3			9
LED					76			76
LED Tube					4			4
Cypress Bay HS - EXTERIOR		**231**			**294**	**7**		**532**
FT8 - T8 Linear Fluorescent		5				7		12
HPS - High Pressure Sodium		208						208
LED					229			229
MH Metal Halide Fixtures		18			65			83
Dave Thomas West Center			**9**	**13**	**84**	**1206**	**216**	**1528**
SEN - Sensor/Controls							216	216
CF - Compact Fluorescent			9					9
ECF - Exit Sign					41			41
EMG - Frogeye					7			7
FT12 - T12 and other Linear Fluorescent					4			4
FT8 - T8 Linear Fluorescent						1206		1206
H - Halogen Incandescent				12	3			15
I - Standard Incandescent				1				1
LED					29			29
Dave Thomas West Center - EXTERIOR		**75**	**5**		**71**			**151**
CF - Compact Fluorescent		57	5					62
HPS - High Pressure Sodium		18			3			21
LED					68			68
Falcon Cove MS		**15**	**30**	**6**	**1004**	**2991**	**480**	**4526**
SEN - Sensor/Controls							480	480
CF - Compact Fluorescent			30		12			42
ECF - Exit Sign					136			136
EMG - Frogeye					5			5
FT8 - T8 Linear Fluorescent					3	2991		2994
H - Halogen Incandescent				6				6
LED					836			836

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
LED Tube					12			12
MH Metal Halide Fixtures		15						15
Falcon Cove MS - EXTERIOR		**44**	**8**		**283**			**335**
CF - Compact Fluorescent		2	8					10
FT8 - T8 Linear Fluorescent		31						31
HPS - High Pressure Sodium		11						11
LED					282			282
MH Metal Halide Fixtures					1			1
Lakeside ES			**1**		**174**	**2071**	**232**	**2478**
SEN - Sensor/Controls							232	232
CF - Compact Fluorescent			1					1
ECF - Exit Sign					39			39
EMG - Frogeye					3			3
FT8 - T8 Linear Fluorescent					1	2071		2072
LED					131			131
Lakeside ES - EXTERIOR					**61**			**61**
LED					61			61
Lauderhill 6-12	**21**	**18**	**88**	**2**	**295**	**2276**	**255**	**2955**
Replace Lens	21							21
SEN - Sensor/Controls					3		255	258
CF - Compact Fluorescent		18	88	1	2	54		163
ECF - Exit Sign					82			82
EMG - Frogeye					16			16
FT12 - T12 and other Linear Fluorescent						2		2
FT8 - T8 Linear Fluorescent					22	2220		2242
I - Standard Incandescent				1				1
LED					169			169
LED Tube					1			1
Lauderhill 6-12 - EXTERIOR		**57**			**39**			**96**
CF - Compact Fluorescent		16						16
FT8 - T8 Linear Fluorescent		31						31
LED					38			38
MH Metal Halide Fixtures		10			1			11
Miramar HS	**85**	**10**	**71**	**48**	**619**	**3655**	**741**	**5229**
Replace Lens	85							85
SEN - Sensor/Controls							741	741
CF - Compact Fluorescent		1	71	17				89
ECF - Exit Sign					131			131
EMG - Frogeye					22			22

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
FT12 - T12 and other Linear Fluorescent						20		20
FT8 - T8 Linear Fluorescent					6	3624		3630
FU - U-Tube Fluorescent						11		11
H - Halogen Incandescent				4	24			28
I - Standard Incandescent				27	13			40
LED					359			359
LED Tube					28			28
LED Tube					36			36
MH Metal Halide Fixtures		9						9
Miramar HS - EXTERIOR		**129**	**42**		**119**	**9**		**299**
CF - Compact Fluorescent			18					18
EMG - Frogeye					8			8
FT8 - T8 Linear Fluorescent		126				9		135
HPS - High Pressure Sodium			20					20
LED					111			111
MH Metal Halide Fixtures		3	4					7
Nova MS	**23**	**16**	**71**	**36**	**170**	**1752**	**332**	**2400**
Replace Lens	23							23
SEN - Sensor/Controls					9		332	341
CF - Compact Fluorescent			71					71
ECF - Exit Sign					45			45
EMG - Frogeye					34			34
FT12 - T12 and other Linear Fluorescent					28	1347		1375
FT8 - T8 Linear Fluorescent					12	403		415
FU - U-Tube Fluorescent						2		2
I - Standard Incandescent				36				36
LED					42			42
MH Metal Halide Fixtures		16						16
Nova MS - EXTERIOR		**82**	**11**	**11**	**81**	**25**		**210**
CF - Compact Fluorescent		17	11			25		53
FT8 - T8 Linear Fluorescent		65						61
I - Standard Incandescent				11				11
LED					81			81
Piper HS	**9**		**22**	**58**	**718**	**4508**	**515**	**5830**
Replace Lens	9							9
SEN - Sensor/Controls							515	515
CF - Compact Fluorescent			22			4		26
ECF - Exit Sign					225			225
EMG - Frogeye					88			88

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
FT12 - T12 and other Linear Fluorescent						2		2
FT8 - T8 Linear Fluorescent					1	4477		4478
H - Halogen Incandescent					78			78
I - Standard Incandescent				58				58
LED					326			326
MH Metal Halide Fixtures						25		25
Piper HS - EXTERIOR		**31**	**35**		**255**	**43**		**364**
CF - Compact Fluorescent			7					7
FT8 - T8 Linear Fluorescent		22				3		25
LED					234			234
MH Metal Halide Fixtures		9	28		21	40		98
Pompano Beach HS		**29**	**338**	**26**	**268**	**3125**	**501**	**4287**
SEN - Sensor/Controls							501	501
CF - Compact Fluorescent		9	338			4		351
ECF - Exit Sign					127			127
EMG - Frogeye					33			33
FT12 - T12 and other Linear Fluorescent						21		21
FT8 - T8 Linear Fluorescent					11	2961		2972
FU - U-Tube Fluorescent						139		139
H - Halogen Incandescent				25	31			56
I - Standard Incandescent				1				1
LED		10			65			75
LED Tube					1			1
MH Metal Halide Fixtures		10						10
Pompano Beach HS - EXTERIOR		**193**	**48**		**23**	**7**		**271**
CF - Compact Fluorescent		120	36					156
FT8 - T8 Linear Fluorescent		40						40
HPS - High Pressure Sodium		5						5
LED					23			23
MH Metal Halide Fixtures		28	12			7		47
Riverland ES	**12**			**10**	**68**	**1456**	**146**	**1692**
Replace Lens	12							12
SEN - Sensor/Controls							146	146
ECF - Exit Sign					30			30
EMG - Frogeye					13			13
FT12 - T12 and other Linear Fluorescent					3	2		5
FT8 - T8 Linear Fluorescent					8	1447		1455
FU - U-Tube Fluorescent						7		7
H - Halogen Incandescent				10				10

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
LED					14			14
Riverland ES - EXTERIOR		**108**		**3**	**15**			**126**
FT8 - T8 Linear Fluorescent		95						95
HPS - High Pressure Sodium		13						13
I - Standard Incandescent				3				3
LED					15			15
Seagull School		**7**	**23**	**4**	**97**	**1235**	**138**	**1504**
SEN - Sensor/Controls							138	138
CF - Compact Fluorescent		7	23			12		42
ECF - Exit Sign					64			64
EMG - Frogeye					28			28
FT12 - T12 and other Linear Fluorescent						4		4
FT8 - T8 Linear Fluorescent					2	1218		1220
FU - U-Tube Fluorescent						1		1
I - Standard Incandescent				4				4
LED					3			3
Seagull School - EXTERIOR		**105**			**69**			**174**
CF - Compact Fluorescent		65						65
FT8 - T8 Linear Fluorescent		6						6
HPS - High Pressure Sodium		20						20
LED					69			69
MH Metal Halide Fixtures		14						14
Virginia S. Young Montessori				**19**	**32**	**1560**	**284**	**1895**
SEN - Sensor/Controls							284	284
CF - Compact Fluorescent				4				4
ECF - Exit Sign					18			18
EMG - Frogeye					3			3
FT12 - T12 and other Linear Fluorescent						2		2
FT8 - T8 Linear Fluorescent					8	1552		1560
FU - U-Tube Fluorescent						6		6
H - Halogen Incandescent				10				10
I - Standard Incandescent				5				5
LED					3			3
Virginia S. Young Montessori - EXTERIOR		**52**			**95**	**3**		**150**
CF - Compact Fluorescent						3		3
FT8 - T8 Linear Fluorescent		49						49
HPS - High Pressure Sodium		1						1
LED					95			95
MH Metal Halide Fixtures		2						2

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
Wingate Oaks Ctr				**21**	**143**	**1558**	**201**	**1923**
SEN - Sensor/Controls							201	201
CF - Compact Fluorescent				2		1		3
ECF - Exit Sign					35			35
EMG - Frogeye					16			16
FT12 - T12 and other Linear Fluorescent						1		1
FT8 - T8 Linear Fluorescent						1542		1542
FU - U-Tube Fluorescent						2		2
H - Halogen Incandescent				6				6
I - Standard Incandescent				13				13
LED					91			91
LED Tube					1			1
MH Metal Halide Fixtures						12		12
Wingate Oaks Ctr - EXTERIOR		**38**		**1**	**81**	**3**		**123**
FT8 - T8 Linear Fluorescent		16						16
HPS - High Pressure Sodium		16			15			31
I - Standard Incandescent				1				1
LED					63			63
MH Metal Halide Fixtures		6			3	3		12
Grand Total	268	1982	1522	437	7861	49455	7000	68525

The table below list fixtures that will not be retrofitted because either they have been previously retrofitted with LED lamps, have been asked to be excluded, or because they are specialty lighting.

Existing Technology Types by Building (Excluded from Scope)	**Grand Total**
Annabel C. Perry PreK-8	**157**
ECF - Exit Sign	69
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	26
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	43
EMG - Frogeye	24
Frogeye LED , (2) 1W lamp - No Measure Recommended	24
H - Halogen Incandescent	10
Track Head Fixture, Halogen, (1) 150W lamp - No Measure Recommended	10
LED	54
1x4 Layin Prismatic Fixture, LED Luminaire, 16W - No Measure Recommended	19
2x2 Layin Prismatic Fixture, LED Luminaire, 22W - No Measure Recommended	9
4' Strip Fixture, LED Luminaire, 10W - No Measure Recommended	16

Existing Technology Types by Building (Excluded from Scope)	Grand Total
4' Wrap Fixture, LED Luminaire, (2) 16W, with Separate or Integrated Driver Component - No Measure Recommended	9
4' Wrap Fixture, LED Luminaire, 16W - No Measure Recommended	1
Annabel C. Perry PreK-8 - EXTERIOR	**213**
FT12 - T12 and other Linear Fluorescent	1
4' Vapor Proof Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	1
FT8 - T8 Linear Fluorescent	1
2' Vapor Proof Fixture, Fluorescent, (2) 24" T-8 lamps, Electronic Ballast - No Measure Recommended	1
H - Halogen Incandescent	2
Flood Fixture, Halogen, (1) 300W lamp - No Measure Recommended	2
HPS - High Pressure Sodium	5
Exterior Wall Pack Fixture, High Pressure Sodium, (1) 100W lamp - No Measure Recommended	5
LED	204
Ceiling Surface Mount Fixture, LED Luminaire, 20W - No Measure Recommended	71
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	48
Exterior Wall Pack Fixture, LED Screw-in Lamp, 20W - No Measure Recommended	3
Flood Fixture, LED Luminaire, 20W - No Measure Recommended	1
Pole-Mounted Shoebox Fixture, LED Luminaire, 110W - No Measure Recommended	12
Wall Mount Interior Fixture, LED Luminaire, 20W - No Measure Recommended	69
Apollo MS	**409**
No Fixture Existing, NO LIGHTING IN THIS SPACE - No Measure Recommended	1
ECF - Exit Sign	85
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	85
EMG - Frogeye	111
Frogeye LED , (2) 1W lamp - No Measure Recommended	111
FT12 - T12 and other Linear Fluorescent	2
Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
LED	210
2x2 Layin Prismatic Fixture, LED Luminaire, 20W - No Measure Recommended	43
2x4 Layin Prismatic Fixture, LED Luminaire, 40W - No Measure Recommended	47
2x4 Layin Volumetric Fixture, LED Luminaire, 40W - No Measure Recommended	65
4' Industrial Fixture, LED Luminaire, 10W - No Measure Recommended	18
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	6
8" Round Recessed Can Fixture, LED Luminaire, 12W - No Measure Recommended	5
China Hat Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	3
Drum Fixture, LED (2) Screw-in Lamps, 9W - No Measure Recommended	1
Exit Sign (Red), Emergency Lights, LED Luminaire, 5W - No Measure Recommended	22
Apollo MS - EXTERIOR	**54**
LED	54
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	1

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Exterior Canopy Fixture, LED Luminaire, 22W - No Measure Recommended	3
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	26
Exterior Wall Pack Fixture, LED Luminaire, 25W - No Measure Recommended	9
Recessed Can Fixture, LED Luminaire, 14W - No Measure Recommended	15
Attucks MS	**306**
CF - Compact Fluorescent	6
Explosion Proof Fixture, Compact Fluorescent, (1) 23W screw-in lamp/base - No Measure Recommended	6
ECF - Exit Sign	98
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	4
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	94
EMG - Frogeye	1
Frogeye LED , (2) 1W lamp - No Measure Recommended	1
FT8 - T8 Linear Fluorescent	2
4' Strip Fixture, Fluorescent, (2) 48" T-8 @ 28W lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
LED	184
12" Round Recessed Can Fixture, LED Luminaire, 60W - No Measure Recommended	36
2x2 Layin Prismatic Fixture, LED Luminaire, 20W - No Measure Recommended	1
2x4 Layin Volumetric Fixture, LED Luminaire, 30W - No Measure Recommended	46
4' Strip Fixture, LED Luminaire, 30W - No Measure Recommended	41
4' Vapor Proof Fixture, LED Luminaire, 16W - No Measure Recommended	2
Exterior Canopy Fixture, LED Luminaire, 24W - No Measure Recommended	4
Exterior Wall Pack Fixture, LED Luminaire, 60W - No Measure Recommended	15
Flood Fixture, LED Luminaire, 20W - No Measure Recommended	4
High Bay Fixture, LED Luminaire, 80W - No Measure Recommended	35
LED Tube	15
2' Recessed Fixture, LED Tube, (2) 24" T-8 , Electronic Ballast - No Measure Recommended	8
4' Strip Fixture, LED Tube, (2) 48" T-8 , Electronic Ballast - No Measure Recommended	7
Attucks MS - EXTERIOR	**130**
EMG - Frogeye	1
Frogeye LED , (2) 1W lamp - No Measure Recommended	1
LED	120
4' Vapor Proof Fixture, LED Luminaire, 25W - No Measure Recommended	53
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	30
Pole-Mounted Cobrahead Fixture, LED Luminaire, 150W - No Measure Recommended	36
Pole-Mounted Cobrahead Fixture, LED Luminaire, 75W - No Measure Recommended	1
MH Metal Halide Fixtures	9
Pole-Mounted Flood Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	9
Bair MS	**234**
Removed From Scope	10
CF - Compact Fluorescent	2

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Explosion Proof Fixture, Compact Fluorescent, (1) 20W screw-in lamp/base - No Measure Recommended	2
ECF - Exit Sign	128
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	7
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	121
EMG - Frogeye	4
Frogeye LED , (2) 1W lamp - No Measure Recommended	4
FT8 - T8 Linear Fluorescent	39
2x4 Layin Prismatic Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	36
Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	3
LED	15
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	6
4' Wrap Fixture, LED Luminaire, 30W - No Measure Recommended	7
Explosion Proof Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	2
LED Tube	36
4' Strip Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	24
4' Vapor Proof Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	5
4' Wrap Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	3
High Bay Fixture, LED Tube, (4) 48" Direct-Wire T-8 - No Measure Recommended	4
Bair MS - EXTERIOR	**16**
LED	15
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	2
Flood Fixture, LED Luminaire, 150W - No Measure Recommended	2
Pole-Mounted Flood Fixture, LED Luminaire, (2) 120W - No Measure Recommended	11
MH Metal Halide Fixtures	1
Pole-Mounted Flood Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	1
Coral Glades HS	**313**
ECF - Exit Sign	137
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	137
FT8 - T8 Linear Fluorescent	26
4' Strip Fixture, Fluorescent, (1) 48" T-8 lamp, Electronic Ballast - No Measure Recommended	2
4' Strip Fixture, Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95) - DELAMPED - No Measure Recommended	2
4' Strip Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	4
Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	18
H - Halogen Incandescent	10
China Hat Fixture, Halogen, (1) 250W lamp - No Measure Recommended	10
LED	140

Existing Technology Types by Building (Excluded from Scope)	Grand Total
2x2 Layin Prismatic Fixture, LED Luminaire, 30W - No Measure Recommended	6
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	2
4' Vapor Proof Fixture, LED Luminaire, 30W - No Measure Recommended	1
6" Round Recessed Can Fixture, LED Luminaire, 15W - No Measure Recommended	91
China Hat Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	5
High Bay Fixture, LED Screw-in Lamp, 110W - No Measure Recommended	12
High Bay Fixture, LED Screw-in Lamp, 35W - No Measure Recommended	15
Jar Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	4
LED Screw-in Lamp, (2) 6W - No Measure Recommended	4
Coral Glades HS - EXTERIOR	**152**
CF - Compact Fluorescent	8
Compact Fluorescent, Multi, 4-pin, (1) 42W lamp - No Measure Recommended	8
LED	144
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	7
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	40
Exterior Wall Pack Fixture, LED Screw-in Lamp, 14W - No Measure Recommended	3
Exterior Wall Pack Fixture, LED Screw-in Lamp, 35W - No Measure Recommended	14
Exterior Wall Pack Fixture, LED Screw-in Lamp, 45W - No Measure Recommended	2
LED Luminaire, 20W - No Measure Recommended	1
LED Screw-in Lamp, 18W - No Measure Recommended	12
Wall Mount Interior Fixture, LED Screw-in Lamp, 14W - No Measure Recommended	65
Croissant Park ES	**99**
ECF - Exit Sign	35
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	35
EMG - Frogeye	9
Frogeye LED , (2) 1W lamp - No Measure Recommended	9
FT8 - T8 Linear Fluorescent	3
4' Strip Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	3
H - Halogen Incandescent	32
Track Head Fixture, Halogen, (1) 120W lamp - No Measure Recommended	32
LED	20
2x4 Layin Prismatic Fixture, LED Luminaire, 40W - No Measure Recommended	1
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	1
Drum Fixture, LED Luminaire, 15W - No Measure Recommended	1
Exit Sign (Red), LED Luminaire, 5W - No Measure Recommended	11
Explosion Proof Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	6
Croissant Park ES - EXTERIOR	**22**
HPS - High Pressure Sodium	10
Pole, Spider Mount, High Pressure Sodium, (1) 400W lamp - No Measure Recommended	1
Pole-Mounted Shoebox Fixture, High Pressure Sodium, (1) 400W lamp - No Measure Recommended	9

Existing Technology Types by Building (Excluded from Scope)	Grand Total
LED	12
Exterior Canopy Fixture, LED Luminaire, 20W - No Measure Recommended	2
Exterior Wall Pack Fixture, Cutoff, LED Luminaire, 20W - No Measure Recommended	1
Flood Fixture, LED Luminaire, 20W - No Measure Recommended	2
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	7
Crystal Lake MS	**253**
ECF - Exit Sign	92
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	92
EMG - Frogeye	34
Frogeye LED , (2) 1W lamp - No Measure Recommended	34
FT12 - T12 and other Linear Fluorescent	2
4' Strip Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
I - Standard Incandescent	4
Explosion Proof Fixture, Incandescent, (1) 60W lamp - No Measure Recommended	4
LED	120
2x4 Layin Prismatic Fixture, LED Luminaire, 40W - No Measure Recommended	6
2x4 Layin Volumetric Fixture, LED Luminaire, 40W - No Measure Recommended	55
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	12
Drum Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	1
Exit Sign (Red), LED Luminaire, 5W - No Measure Recommended	12
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	2
High Bay Fixture, LED Luminaire, 120W - No Measure Recommended	30
Jar Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	2
LED Tube	1
2x4 Layin Prismatic Fixture, LED Tube, (5) 48", 12W LED Tube, Line Voltage - No Measure Recommended	1
Crystal Lake MS - EXTERIOR	**67**
LED	61
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	18
Exterior Wall Pack Fixture, LED Screw-in Lamp, 18W - No Measure Recommended	31
LED Screw-in Lamp, 18W - No Measure Recommended	2
Pole-Mounted Cobrahead Fixture, LED Luminaire, (2) 125W - No Measure Recommended	2
Pole-Mounted Cobrahead Fixture, LED Luminaire, (3) 125W - No Measure Recommended	1
Pole-Mounted Cobrahead Fixture, LED Luminaire, 125W - No Measure Recommended	7
MH Metal Halide Fixtures	6
Pole-Mounted Flood Fixture, Metal Halide, (4) 750W lamp, Magnetic ballast - No Measure Recommended	2
Pole-Mounted Shoebox Fixture, Metal Halide, (1) 250W lamp, Magnetic ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	4
Cypress Bay HS	**278**
Specialty Sign - No Measure Recommended	1
ECF - Exit Sign	144

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	12
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	132
EMG - Frogeye	34
Frogeye LED , (2) 1W lamp - No Measure Recommended	34
FT12 - T12 and other Linear Fluorescent	8
4' Strip Fixture, Fluorescent, (1) 48" T12 lamp - No Measure Recommended	4
4' Strip Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	4
FT8 - T8 Linear Fluorescent	8
Explosion Proof Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	6
Explosion Proof Fixture, Fluorescent, (3) 48" T-8 @ 28W lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
I - Standard Incandescent	3
China Hat Fixture, Incandescent, (1) 250W lamp - No Measure Recommended	3
LED	76
2x4 Layin Prismatic Fixture, LED Luminaire, 30W - No Measure Recommended	2
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	3
8' Strip Fixture, LED Screw-in Lamp, (2) 6W - No Measure Recommended	3
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	8
High Bay Fixture, LED Luminaire, 105W - No Measure Recommended	56
Jar Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	2
LED Luminaire, 24W - No Measure Recommended	2
LED Tube	4
2x4 Layin Prismatic Fixture, LED Tube, (1) 48" Direct-Wire T-8 - No Measure Recommended	4
Cypress Bay HS - EXTERIOR	**294**
LED	229
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	4
6" Round Recessed Can Fixture, LED Luminaire, 20W - No Measure Recommended	142
Exterior Canopy Fixture, LED Luminaire, 20W - No Measure Recommended	1
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	60
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	1
LED Luminaire, 75W - No Measure Recommended	4
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 150W, with Separate or Integrated Driver Component - No Measure Recommended	5
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	12
MH Metal Halide Fixtures	65
Pole-Mounted Shoebox Fixture, Metal Halide, (1) 400W lamp, Magnetic ballast - No Measure Recommended	37
Pole-Mounted Shoebox Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	28
Dave Thomas West Center	**84**
ECF - Exit Sign	41

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	4
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	37
EMG - Frogeye	7
Frogeye LED , (2) 1W lamp - No Measure Recommended	7
FT12 - T12 and other Linear Fluorescent	4
4' Strip Fixture, Fluorescent, (1) 48" T12 lamp - No Measure Recommended	2
4' Strip Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
H - Halogen Incandescent	3
China Hat Fixture, Halogen, (1) 250W lamp - No Measure Recommended	3
LED	29
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	4
High Bay Fixture, LED Screw-in Lamp, 110W - No Measure Recommended	24
Jar Fixture, LED Screw-in Lamp, 6W - No Measure Recommended	1
Dave Thomas West Center - EXTERIOR	**71**
HPS - High Pressure Sodium	3
Pole-Mounted Shoebox Fixture, High Pressure Sodium, (1) 400W lamp - No Measure Recommended	3
LED	68
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	34
Exterior Wall Pack Fixture, LED Luminaire, 50W - No Measure Recommended	23
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	8
Wall Mount Interior Fixture, LED Luminaire, 20W - No Measure Recommended	3
Falcon Cove MS	**1004**
CF - Compact Fluorescent	12
Explosion Proof Fixture, Compact Fluorescent, Multi, GU24 with Integrated Ballast, (1) 42W lamp - No Measure Recommended	12
ECF - Exit Sign	136
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	136
EMG - Frogeye	5
Frogeye LED , (2) 1W lamp - No Measure Recommended	5
FT8 - T8 Linear Fluorescent	3
4' Strip Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	3
LED	836
1x4 Layin Volumetric Fixture, LED Luminaire, 34W - No Measure Recommended	24
2' Vapor Proof Fixture, LED Luminaire, 16W - No Measure Recommended	1
2' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	2
2x4 Layin Volumetric Fixture, LED Luminaire, 29W - No Measure Recommended	34
2x4 Layin Volumetric Fixture, LED Luminaire, 39W - No Measure Recommended	528
4' Strip Fixture, LED Luminaire, 16W - No Measure Recommended	2
4' Strip Fixture, LED Luminaire, 25W - No Measure Recommended	15

Existing Technology Types by Building (Excluded from Scope)	Grand Total
6" Round Recessed Can Fixture, LED Luminaire, 10W - No Measure Recommended	101
6" Round Recessed Can Fixture, LED Luminaire, 15W - No Measure Recommended	114
High Bay Fixture, LED Luminaire, 175W - No Measure Recommended	15
LED Tube	12
4' Strip Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	2
4' Vapor Proof Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	10
Falcon Cove MS - EXTERIOR	**283**
LED	282
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	77
6" Round Recessed Can Fixture, LED Luminaire, 20W - No Measure Recommended	12
Exterior Canopy Fixture, LED Luminaire, 20W - No Measure Recommended	6
Exterior Wall Pack Fixture, LED Luminaire, 10W - No Measure Recommended	105
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	39
LED Luminaire, 60W - No Measure Recommended	12
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 120W - No Measure Recommended	4
Pole-Mounted Shoebox Fixture, LED Luminaire, 120W - No Measure Recommended	27
MH Metal Halide Fixtures	1
Pole-Mounted Shoebox Fixture, Metal Halide, (1) 400W lamp, Magnetic ballast - No Measure Recommended	1
Lakeside ES	**174**
ECF - Exit Sign	39
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	2
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	37
EMG - Frogeye	3
Frogeye LED , (2) 1W lamp - No Measure Recommended	3
FT8 - T8 Linear Fluorescent	1
Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	1
LED	131
4' Vapor Proof Fixture, LED Luminaire, 30W - No Measure Recommended	2
6" Round Recessed Can Fixture, LED Luminaire, 15W - No Measure Recommended	103
LED Luminaire, 20W - No Measure Recommended	6
Track Head Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	20
Lakeside ES - EXTERIOR	**61**
LED	61
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	33
Pole-Mounted Shoebox Fixture, LED Luminaire, 20W - No Measure Recommended	6
Wall Mount Interior Fixture, LED Luminaire, 20W - No Measure Recommended	22
Lauderhill 6-12	**295**
	3
No Fixture Existing, - No Measure Recommended	3
CF - Compact Fluorescent	2

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Explosion Proof Fixture, Compact Fluorescent, twin, (2) 9W lamps - No Measure Recommended	2
ECF - Exit Sign	82
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	8
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	74
EMG - Frogeye	16
Frogeye LED , (2) 1W lamp - No Measure Recommended	16
FT8 - T8 Linear Fluorescent	22
4' Wrap Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	12
Explosion Proof Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	10
LED	169
2x4 Layin Prismatic Fixture, LED Luminaire, 30W - No Measure Recommended	78
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	2
4' Wrap Fixture, LED Luminaire, 24W - No Measure Recommended	1
4' Wrap Fixture, LED Luminaire, 30W - No Measure Recommended	48
Drum Fixture, LED Luminaire, 15W - No Measure Recommended	1
High Bay Fixture, LED Luminaire, 150W - No Measure Recommended	25
Jar Fixture, LED Screw-in Lamp, 6W - No Measure Recommended	6
Keyless Fixture, LED Screw-in Lamp, 6W - No Measure Recommended	1
LED Luminaire, 15W - No Measure Recommended	4
LED Screw-in Lamp, 9W - No Measure Recommended	2
Vanity Fixture, LED Screw-in Lamp, (2) 6W - No Measure Recommended	1
LED Tube	1
3' Strip Fixture, LED Tube, (1) 24" Direct-Wire T-8 - No Measure Recommended	1
Lauderhill 6-12 - EXTERIOR	**39**
LED	38
Ceiling Surface Mount Fixture, LED Luminaire, 20W - No Measure Recommended	13
Exterior Wall Pack Fixture, LED Luminaire, 10W - No Measure Recommended	15
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	1
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 90W, with Separate or Integrated Driver Component - No Measure Recommended	7
Pole-Mounted Shoebox Fixture, LED Luminaire, 90W - No Measure Recommended	2
MH Metal Halide Fixtures	1
Pole-Mounted Flood Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	1
Miramar HS	**619**
ECF - Exit Sign	131
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	131
EMG - Frogeye	22
Frogeye LED , (2) 1W lamp - No Measure Recommended	22
FT8 - T8 Linear Fluorescent	6

Existing Technology Types by Building (Excluded from Scope)	Grand Total
3' Wrap Fixture, Fluorescent, (1) 36" T-8 lamps, Electronic Ballast - No Measure Recommended	4
4' Wrap Fixture, Fluorescent, (1) 48" T-8 @ 28W lamp, Electronic Ballast - No Measure Recommended	2
H - Halogen Incandescent	24
8" Round Recessed Can Fixture, Halogen, (1) 120W lamp - No Measure Recommended	6
Cylinder Fixture, Halogen, (1) 120W lamp - No Measure Recommended	18
I - Standard Incandescent	13
Explosion Proof Fixture, Incandescent, (1) 60W lamp - No Measure Recommended	4
Steplight Fixture, Incandescent, (2) 5W lamp - No Measure Recommended	9
LED	359
2x2 Layin Prismatic Fixture, LED Luminaire, 20W - No Measure Recommended	91
2x4 Layin Prismatic Fixture, LED Luminaire, 40W - No Measure Recommended	145
2x4 Layin Volumetric Fixture, LED Luminaire, 40W - No Measure Recommended	69
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	5
4' Wrap Fixture, LED Luminaire, 20W - No Measure Recommended	2
8" Round Recessed Can Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	3
Drum Fixture, LED Luminaire, 15W - No Measure Recommended	15
High Bay Fixture, LED Luminaire, 120W - No Measure Recommended	18
LED Screw-in Lamp, 9W - No Measure Recommended	11
LED Tube	28
2x4 Layin Prismatic Fixture, LED Tube, (4) 48", 12W LED Tube, Line Voltage - No Measure Recommended	24
2x4 Surface Mount Prismatic Fixture, LED Tube, (4) 48", 12W LED Tube, Line Voltage - No Measure Recommended	4
LED Tube	36
1x4 Layin Prismatic Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	32
2x4 Layin Prismatic Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	4
Miramar HS - EXTERIOR	**119**
EMG - Frogeye	8
Frogeye LED , (2) 1W lamp - No Measure Recommended	8
LED	111
2x4 Layin Volumetric Fixture, LED Luminaire, 20W - No Measure Recommended	17
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	23
4' Vapor Proof Fixture, LED Luminaire, 30W - No Measure Recommended	9
Exterior Canopy Fixture, LED Luminaire, 10W - No Measure Recommended	12
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	13
Flood Fixture, LED Luminaire, 150W - No Measure Recommended	2
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 150W, with Separate or Integrated Driver Component - No Measure Recommended	18
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	17
Nova MS	**170**
	9
No Fixture Existing, - No Measure Recommended	9

Existing Technology Types by Building (Excluded from Scope)	Grand Total
ECF - Exit Sign	45
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	45
EMG - Frogeye	34
Frogeye LED , (2) 1W lamp - No Measure Recommended	34
FT12 - T12 and other Linear Fluorescent	28
2x4 Layin Prismatic Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	26
4' Strip Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
FT8 - T8 Linear Fluorescent	12
4' Wrap Fixture, Fluorescent, (2) 48" T-8 @ 28W lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	12
LED	42
2x4 Layin Volumetric Fixture, LED Luminaire, 40W - No Measure Recommended	34
Drum Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	1
Exit Sign (Red), LED Luminaire, 5W - No Measure Recommended	5
Keyless Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	2
Nova MS - EXTERIOR	**81**
LED	81
4' Vapor Proof Fixture, LED Luminaire, 30W - No Measure Recommended	2
Ceiling Surface Mount Fixture, LED Luminaire, 20W - No Measure Recommended	10
Exterior Canopy Fixture, LED Luminaire, 40W - No Measure Recommended	37
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	32
Piper HS	**718**
ECF - Exit Sign	225
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	37
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	188
EMG - Frogeye	88
Frogeye LED , (2) 1W lamp - No Measure Recommended	88
FT8 - T8 Linear Fluorescent	1
4' Strip Fixture, Fluorescent, (2) 48" T-8 @ 28W lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	1
H - Halogen Incandescent	78
10" Round Recessed Can Fixture, Halogen, (1) 120W lamp - No Measure Recommended	60
Track Head Fixture, Halogen, (1) 250W lamp - No Measure Recommended	18
LED	326
12" Square Drum Fixture, LED Luminaire, 28W - No Measure Recommended	2
1x4 Layin Prismatic Fixture, LED Luminaire, 49W - No Measure Recommended	4
2x2 Layin Volumetric Fixture, LED Luminaire, 29W - No Measure Recommended	4
2x4 Layin Prismatic Fixture, LED Luminaire, 78W - No Measure Recommended	128
2x4 Layin Volumetric Fixture, LED Luminaire, 30W - No Measure Recommended	34

Existing Technology Types by Building (Excluded from Scope)	Grand Total
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	6
4' Wrap Fixture, LED Luminaire, 30W - No Measure Recommended	4
6" Round Recessed Can Fixture, LED Screw-in Lamp, 14W - No Measure Recommended	13
8" Round Recessed Can Fixture, LED Screw-in Lamp, 14W - No Measure Recommended	35
Flood Fixture, LED Luminaire, 30W - No Measure Recommended	9
High Bay Fixture, LED Luminaire, 80W - No Measure Recommended	79
Vanity Fixture, LED Screw-in Lamp, (2) 7W - No Measure Recommended	7
Wall Sconce Fixture, LED Screw-in Lamp, 10W - No Measure Recommended	1
Piper HS - EXTERIOR	**255**
LED	234
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	33
Exterior Canopy Fixture, LED Luminaire, 20W - No Measure Recommended	29
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	98
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	25
Flood Fixture, LED Luminaire, 250W - No Measure Recommended	15
Flood Fixture, LED Luminaire, 40W - No Measure Recommended	2
LED Screw-in Lamp, 18W - No Measure Recommended	8
Pole, Spider Mount, LED Luminaire, 75W - No Measure Recommended	4
Pole-Mounted Cobrahead Fixture, LED Luminaire, (2) 150W, with Separate or Integrated Driver Component - No Measure Recommended	13
Pole-Mounted Cobrahead Fixture, LED Luminaire, 150W - No Measure Recommended	1
Pole-Mounted Flood Fixture, LED Luminaire, (2) 150W, with Separate or Integrated Driver Component - No Measure Recommended	2
Pole-Mounted Flood Fixture, LED Luminaire, 150W - No Measure Recommended	1
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	3
MH Metal Halide Fixtures	21
Pole-Mounted Cobrahead Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	6
Pole-Mounted Flood Fixture, Metal Halide, (1) 400W lamp, Magnetic ballast - No Measure Recommended	9
Pole-Mounted Flood Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	4
Pole-Mounted Shoebox Fixture, Metal Halide, (1) 400W lamp, Magnetic ballast - No Measure Recommended	2
Pompano Beach HS	**268**
ECF - Exit Sign	127
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	1
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	126
EMG - Frogeye	33
Frogeye LED , (2) 1W lamp - No Measure Recommended	33
FT8 - T8 Linear Fluorescent	11
4' Strip Fixture, Fluorescent, (1) 48" T-8 lamp, Electronic Ballast - No Measure Recommended	2
4' Strip Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2

Existing Technology Types by Building (Excluded from Scope)	Grand Total
4' Wrap Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	1
Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	6
H - Halogen Incandescent	31
China Hat Fixture, Halogen, (1) 250W lamp - No Measure Recommended	5
Cylinder Fixture, Halogen, (1) 250W lamp - No Measure Recommended	26
LED	65
2x4 Layin Prismatic Fixture, LED Luminaire, 30W - No Measure Recommended	1
4' Vapor Proof Fixture, LED Luminaire, 30W - No Measure Recommended	6
High Bay Fixture, LED Luminaire, 105W - No Measure Recommended	16
Low bay Fixture, LED Luminaire, 50W - No Measure Recommended	34
Low bay Fixture, LED Luminaire, 65W - No Measure Recommended	8
LED Tube	1
4' Wrap Fixture, LED Tube, (2) 48" T-8 , Electronic Ballast - No Measure Recommended	1
Pompano Beach HS - EXTERIOR	**23**
LED	23
Ceiling Surface Mount Fixture, LED Luminaire, 20W - No Measure Recommended	3
Exterior Wall Pack Fixture, LED Luminaire, 50W - No Measure Recommended	3
Exterior Wall Pack Fixture, LED Screw-in Lamp, 18W - No Measure Recommended	7
Exterior Wall Pack Fixture, Open Face, LED Luminaire, 30W - No Measure Recommended	3
Exterior Wall Pack Fixture, Open Face, LED Screw-in Lamp, 18W - No Measure Recommended	7
Riverland ES	**68**
ECF - Exit Sign	30
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	6
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	24
EMG - Frogeye	13
Frogeye LED , (2) 1W lamp - No Measure Recommended	13
FT12 - T12 and other Linear Fluorescent	3
Explosion Proof Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	3
FT8 - T8 Linear Fluorescent	8
4' Strip Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	8
LED	14
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	2
8" Round Recessed Can Fixture, LED Screw-in Lamp, 6W - No Measure Recommended	5
Jar Fixture, LED Screw-in Lamp, 6W - No Measure Recommended	2
Jar Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	4
Vanity Fixture, LED Luminaire, 20W - No Measure Recommended	1
Riverland ES - EXTERIOR	**15**

Existing Technology Types by Building (Excluded from Scope)	Grand Total
LED	15
Exterior Canopy Fixture, LED Luminaire, 40W - No Measure Recommended	1
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	4
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	10
Seagull School	**97**
ECF - Exit Sign	64
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	1
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	63
EMG - Frogeye	28
Frogeye LED , (2) 1W lamp - No Measure Recommended	28
FT8 - T8 Linear Fluorescent	2
4' Wrap Fixture, Fluorescent, (2) 48" T-8 @ 28W lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
LED	3
2x4 Layin Volumetric Fixture, LED Luminaire, 30W - No Measure Recommended	1
4' Strip Fixture, LED Luminaire, 16W - No Measure Recommended	2
Seagull School - EXTERIOR	**69**
LED	69
4' Vapor Proof Fixture, LED Luminaire, 30W - No Measure Recommended	6
Exterior Canopy Fixture, LED Luminaire, 20W - No Measure Recommended	51
Exterior Wall Pack Fixture, LED Luminaire, 10W - No Measure Recommended	6
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 250W, with Separate or Integrated Driver Component - No Measure Recommended	6
Virginia S. Young Montessori	**32**
ECF - Exit Sign	18
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	18
EMG - Frogeye	3
Frogeye LED , (2) 1W lamp - No Measure Recommended	3
FT8 - T8 Linear Fluorescent	8
4' Strip Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
Explosion Proof Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	6
LED	3
4' Vapor Proof Fixture, LED Luminaire, 39W - No Measure Recommended	2
4' Wrap Fixture, LED Luminaire, 30W - No Measure Recommended	1
Virginia S. Young Montessori - EXTERIOR	**95**
LED	95
Exterior Canopy Fixture, LED Screw-in Lamp, 20W - No Measure Recommended	85
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 150W, with Separate or Integrated Driver Component - No Measure Recommended	3

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	7
Wingate Oaks Ctr	**143**
ECF - Exit Sign	35
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	4
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	31
EMG - Frogeye	16
Frogeye LED , (2) 1W lamp - No Measure Recommended	16
LED	91
2x2 Layin Prismatic Fixture, LED Luminaire, 24W - No Measure Recommended	42
2x4 Layin Prismatic Fixture, LED Luminaire, 30W - No Measure Recommended	3
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	4
4' Wrap Fixture, LED Luminaire, 20W - No Measure Recommended	1
6" Round Recessed Can Fixture, LED Luminaire, 15W - No Measure Recommended	25
Cylinder Fixture, LED Screw-in Lamp, 50W - No Measure Recommended	2
Drum Fixture, LED Luminaire, 20W - No Measure Recommended	5
Drum Fixture, LED Luminaire, 50W - No Measure Recommended	1
Flood Fixture, LED Screw-in Lamp, 50W - No Measure Recommended	6
Jar Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	2
LED Tube	1
Wall Mount Interior Fixture, LED 2-Pin G24d Plug-In Lamp LED, (1) 5W - No Measure Recommended	1
Wingate Oaks Ctr - EXTERIOR	**81**
HPS - High Pressure Sodium	15
Pole-Mounted Shoebox Fixture, High Pressure Sodium, (1) 400W lamp - No Measure Recommended	15
LED	63
Ceiling Surface Mount Fixture, LED Luminaire, 20W - No Measure Recommended	23
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	25
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	10
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 150W, with Separate or Integrated Driver Component - No Measure Recommended	2
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	3
MH Metal Halide Fixtures	3
Pole-Mounted Flood Fixture, Metal Halide, (2) 1000W lamps, Magnetic ballasts - No Measure Recommended	1
Pole-Mounted Flood Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	1
Pole-Mounted Flood Fixture, Metal Halide, (4) 1000W lamps, Magnetic ballasts - No Measure Recommended	1
Grand Total	7861

Lighting Inclusions:

1. Lenses and troffer pans of existing affected fixtures will be wiped down during installation. Fixtures that have been retrofitted with new TLEDs will receive a caution label identifying the fixture as a line voltage fixture.
2. Repair or replacement of damaged, cracked, missing, or yellowed lenses (not to exceed 200 pieces) for fixtures affected by the Scope of Work.
3. Maintenance stock of one and a half percent (1.5%) shall be provided for TLED tubes & LED lamps ONLY by JCI after completion of installation to help accommodate any warranty period failures. Manufacturer warranties of lamps and/or fixtures installed are covered by the individual manufacturers published policies and shall be transferred to the Customer. JCI shall provide contact information for each manufacturer. Alleged defective product may be required for return to factory for analysis.
4. Workmanship is warranted for one (1) year from date of installation.
5. Predominant types of tubular LED lamps (TLEDs) will have a five (5) year limited manufacturer warranty.
6. Predominant types of screw-in LED lamps are warranted for three (3) years by the manufacturer.
7. Predominant types of troffer retrofit kits are warranted for 10 years by the manufacturer.
8. Predominant types of sensors and control components are warranted for 5 years by the manufacturer
9. New fixtures warranties vary by manufacturer and will be provided in the Project IOM manuals.
10. In all cases, warranties shall be transferred to the Customer for customer to make warranty claims.
11. Existing lamps, ballasts and other materials will be removed from the site by JCI in accordance with Federal, State, and Local regulations in effect at the time of execution of the Agreement. Recycling of lamps and ballasts will be in compliance with applicable regulations existing at the time of execution of the Agreement.
12. JCI--acting as an agent for Customer--will ensure the proper disposal of hazardous waste generated during the installation of this FIM in accordance with the Federal, State, and Local laws and regulations in effect at the time of execution of the Agreement.
13. Design illumination levels: In the absence of code-mandated lighting requirements, industry standards have been used as a guide, primarily the 10th edition of the Lighting Handbook, published by the Illuminating Engineering Society of North America (IESNA), IESNA Recommended Practice documents and IESNA Design Guides.
14. Existing lighting systems were presumed to be designed based on IESNA recommended practices. In the event current light levels are above IESNA recommendations for the space type (i.e., over-lit), light levels will be reduced. In the event light levels are below IESNA recommendations for the space type, JCI will meet or exceed current light levels. If the space is under-lit due to inadequate spacing or quantity of fixtures from initial design, which requires adding fixtures, adding circuits, reconfiguration or new construction, this will be brought to the attention of the customer. LED fixtures or components specified for the project are based on comparable original lumen outputs of existing equipment rather than depreciated light output values.
15. Existing and post-installation illumination levels have been/will be measured in accordance with procedures recommended by IESNA using a calibrated light meter.
16. Photometrics will be provided for spaces per the building department requirements defined on 3-27-2024.
    Phase 5:
    - Gyms and parking lot lights submittals/photometric plans, will continue to be signed/sealed, prepared by a Professional Engineer.
    - For parking lot light submittals, Customer to provide information on parking lot lights indicating how they are controlled (EMS system, time clock or other).
    - Photometric plans for auditoriums, cafeterias, specialty areas (media centers, science labs, large classrooms/spaces), will be provided for each school.
    - Typical classrooms spaces photometric plans will be completed as in Phase 3 (Third Amendment).
    - Photometric plans for Covered Walkways showing both normal and emergency lighting.

General Lighting Exclusions:

1. Replacement or repair of concrete pole footings or rusted bolts on footings.
2. Existing light poles will be re-used. Repair of wiring to poles, if required, is not included.
3. Pole mounted lighting is reusing existing poles. Customer is responsible for pole maintenance, repair, and replacement throughout the term of the guarantee.
4. Lighting Poles will be checked for contact voltage. If any hazardous voltage is noted, work on that pole will be stopped and the customer and/or the utility company will be notified immediately to correct the fault before any work will be performed.
5. Existing task lighting and table type light fixtures unless specified in FIM-1 Appendix, room by room description of work.
6. Removal or replacement of ceiling tiles unless specified in FIM-1 Appendix, room by room description of work.
7. Existing decorative and stage light fixtures unless noted in FIM-1 Appendix, room by room description of work.
8. The addition of lighting fixtures in areas with existing illumination deficiencies is not covered under this scope of work unless otherwise noted in FIM-1 Appendix, room by room description of work. If foot-candle levels do not meet minimum standards, the customer will be notified.
9. Existing fluorescent dimming systems or fixtures will remain “as is” unless otherwise noted in FIM-1 Appendix, room by room description of work
10. Reconfiguration of existing fixture layout unless otherwise noted in FIM-1 Appendix, room by room description of work.
11. Replacement of existing wiring and/or electrical issues in exterior fixtures.
12. Existing fixtures that are not in a well-maintained condition including, but not limited to, rusted or embrittled in a manner which would impede retrofit.
13. Any electrical wiring other than that required for the retrofit or replacement within the existing lighting fixtures, the installation of new fixtures as scheduled, the installation of occupancy sensors and other controls.
14. Double or bi-level switching of in-board and out-board sockets is not included unless specified in FIM-1 Appendix, room by room description of work.
15. Repair, replacement and adjustments of existing sensors, time clocks, switches or energy management systems unless otherwise noted in FIM-1 Appendix, room by room description of work.
16. Calibration or adjustment of the lighting control devices post installation. JCI will set controls to the agreed upon settings at time of installation only.
17. Repair or replacement of louvers or other components unless denoted in FIM-1 Appendix, room by room description of work.
18. Repair or replacement of yellowed, cracked, damaged or missing fixture lenses, louvers or other components unless denoted on the JCI line by line scope of work.
19. No work can be performed in asbestos contaminated areas. If asbestos is present, the scope of work may have to be adjusted unless the asbestos is abated by the Customer.
20. Unless specified in the scope of work, no previsions are made to ensure that the light levels will comply with existing surveillance camera requirements. Proposed light levels will meet or exceed the current light levels of the exterior fixtures.
21. Replacement of existing lighting sockets and ballast unless otherwise noted.
22. Correction or repair of electrical system deficiencies or any NFPA, NEC, or Local Code deficiencies unless provided for in the scope.
23. Replacement or retrofit of elevator lighting
24. Situations that could not be reasonably documented during the audit (i.e. concealed locations or hidden conditions).
25. Work in buildings or areas not specifically indicated on the line-by-line scope of work is excluded. Should additional areas, buildings, or campuses require addition into the program, Johnson Controls will provide a written estimate for change order.
26. Vending machines are excluded from improvements in this contract.

FIM–2: Water Conservation

This Scope of Work includes materials and labor for the following:

- This FIM will replace or modify specified existing fixtures at the Customer's schools with new water-efficient fixtures and/or fixture components. The intent of this measure is to reduce water consumption and wastewater production, as well as reduce heating energy used to produce hot water. The scope of work includes the one-for-one replacement of select existing sanitary fixtures in restrooms, or the retrofit of inefficient existing fixtures and valves to decrease water usage. Water fixtures will operate as before but consume less water.
- The Scope of Work summary table is presented below. For a by room fixture count please see *FIM-2 Appendix.*

Space Intentionally Left Blank

Measure Description HET – High Efficiency Toilet HEU – High Efficiency Urinal vBt – Vacuum Breaker Tube	Annabel C. Perry PreK-8	Apollo MS	Attucks MS	Bair MS	Coral Glades HS	Croissant Park ES	Crystal Lake MS	Cypress Bay HS	Dave Thomas West Center	Falcon Cove MS	Lakeside ES	Lauderhill 6-12	Miramar HS	Nova MS	Piper HS	Pompano Beach HS	Riverland ES	Seagull School	Virginia S. Young Montessori	Wingate Oaks Ctr	TOTALS
Install HET Wall Hung Toilet	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Install HET Floor Mount Floor Discharge Toilet	2	3	23	14	0	1	0	0	0	0	0	7	20	0	33	0	0	4	0	0	107
Install HET Floor Mount Floor Discharge ADA Toilet	0	0	2	0	0	25	0	0	0	0	0	3	0	3	0	0	13	1	0	4	51
Install HET Floor Mount Rear Discharge Large Footprint Toilet	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	2
Elongated Open Front Seat Toilet	2	3	25	16	0	26	0	0	0	0	0	10	20	3	33	0	15	5	0	4	162
Install 2.4 gpf Manual Toilet Valve w/ 9" vBt, Replace angle stop	2	3	4	0	0	8	0	0	0	0	0	5	6	0	10	0	0	0	0	1	39
Install 2.4 gpf Manual Toilet Valve w/ 13" vBt, Replace angle stop	0	0	0	0	0	11	0	0	0	0	0	1	0	0	0	0	0	0	0	2	14
Install 2.4 gpf HET Manual Toilet Valve w/ 21" vBt, Replace angle stop	0	0	0	2	0	0	0	0	0	0	0	0	0	3	4	0	0	0	0	0	9
Install 2.4 gpf HET Manual Toilet Valve w/ 30" vBt, Replace angle stop	0	0	21	14	0	7	0	0	0	0	0	4	14	0	19	0	15	5	0	1	100
Add trap primer to valve installation	0	0	3	0	0	1	0	0	0	0	0	0	0	0	0	0	2	0	0	0	6
Add wall bracket to valve installation	0	2	10	1	0	5	0	0	0	0	0	0	0	0	4	0	8	2	0	2	34
Add extended J-tube with valve installation	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2
Add Offset vBt Adapter to valve installation	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Raise toilet vBt length to 9" to meet code requirements in exposed application	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
Raise urinal vBt length to 9" to meet code requirements in exposed application	3	2	0	0	4	4	1	17	0	22	0	0	5	15	2	0	0	7	0	0	82

Measure Description HET – High Efficiency Toilet HEU – High Efficiency Urinal vBt – Vacuum Breaker Tube	Annabel C. Perry PreK-8	Apollo MS	Attucks MS	Bair MS	Coral Glades HS	Croissant Park ES	Crystal Lake MS	Cypress Bay HS	Dave Thomas West Center	Falcon Cove MS	Lakeside ES	Lauderhill 6-12	Miramar HS	Nova MS	Piper HS	Pompano Beach HS	Riverland ES	Seagull School	Virginia S. Young Montessori	Wingate Oaks Ctr	TOTALS
Add trap primer to valve installation, Add wall bracket to valve installation	0	0	7	0	0	3	0	0	0	0	0	0	0	0	5	0	0	0	0	0	15
Add wall bracket to valve installation, Raise toilet vBt length to 9" to meet code requirements in exposed application	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Add Offset vBt Adapter to valve installation, Raise toilet vBt length to 9" to meet code requirements in exposed application	0	0	0	0	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
Add extended J-tube with valve installation, Add wall bracket to valve installation	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Add extended J-tube with valve installation, Add wall bracket to valve installation, Raise urinal vBt length to 9" to meet code requirements in exposed application	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Add extended J-tube with valve installation, Raise urinal vBt length to 9" to meet code requirements in exposed application	0	0	0	0	0	0	0	2	0	0	0	0	1	0	0	0	0	0	0	0	3
Add wall bracket to valve installation, Raise urinal vBt length to 9" to meet code requirements in exposed application	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Install 4" Deck Plate for Existing Faucet, Install 0.5 gpm Tamperproof PCA Spray Flow Control for Existing Faucet w/ Thread Adapter	0	0	0	1	7	2	0	0	0	0	0	0	0	4	0	0	2	0	1	0	17

Measure Description HET – High Efficiency Toilet HEU – High Efficiency Urinal vBt – Vacuum Breaker Tube	Annabel C. Perry PreK-8	Apollo MS	Attucks MS	Bair MS	Coral Glades HS	Croissant Park ES	Crystal Lake MS	Cypress Bay HS	Dave Thomas West Center	Falcon Cove MS	Lakeside ES	Lauderhill 6-12	Miramar HS	Nova MS	Piper HS	Pompano Beach HS	Riverland ES	Seagull School	Virginia S. Young Montessori	Wingate Oaks Ctr	TOTALS
Install HEU Large Footprint Urinal (18" to 21" Footprint)	0	0	0	0	0	0	26	0	7	0	0	0	0	0	3	0	0	0	0	0	36
Install HEU X-Large Footprint Urinal (21" to 24" Footprint)	0	9	8	0	21	4	0	26	0	24	4	0	13	12	42	20	1	7	1	3	195
Install HEU Small Footprint Urinal (16" to 20" Footprint)	3	0	1	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	6
Install 0.25 gpf HEU Manual Urinal Valve w/ C9 vBt, Replace angle stop	0	5	9	0	17	0	25	7	7	2	4	0	10	10	44	17	1	0	1	3	162
Install 0.25 gpf HEU Manual Urinal Valve w/ C13 vBt, Replace angle stop	3	4	0	0	4	4	2	19	0	22	0	0	3	2	2	3	0	7	0	0	75
Install 0.5 gpf HEU Manual Urinal Valve w/ C9 vBt, Replace angle stop	3	9	21	13	0	0	0	0	0	0	0	29	21	0	0	3	0	0	0	3	102
Install 0.5 gpf HEU Manual Urinal Valve w/ C13 vBt, Replace angle stop	0	0	0	0	0	0	0	0	0	0	0	0	3	13	0	0	0	0	0	0	16
Install 0.5 gpm Tamperproof PCA Spray Flow Control for Existing Faucet w/ Thread Adapter	71	75	57	64	204	92	51	172	51	42	119	59	130	54	109	168	70	40	72	30	1730
Install 1.0 gpm Tamperproof PCA Laminar Flow Control for Existing Faucet w/ Thread Adapter	3	3	4	5	12	5	4	16	6	5	3	5	8	7	12	15	6	9	7	5	140
Install Single Hole Brass Valve Single Temp Push Button Front Mount Metering Lavatory Faucet with 0.5 gpm Tamperproof Flow Control	0	3	0	2	7	2	0	0	1	0	0	4	21	20	12	0	2	1	1	0	76

Water Conservation Exclusions:

1. Repair or replacement of defective piping, isolation valves, or plumbing fixtures is not included unless otherwise specified in the Scope of Work;
2. Repair or replacement of inoperable or leaking water riser or isolation valves or repair or replacement of inoperable or leaking hot water circulating valves unless otherwise specified in the Scope of Work
3. Any conditions not meeting applicable codes or existing deficiencies in the Customer's plumbing system will be brought to the Customer's attention. Any work required to upgrade code violations or plumbing system deficiencies will be at an additional cost to the Customer.
4. It is the owner's responsibility to provide water pressure to all plumbing fixtures in the range of 25 to 85 psi. Deviations from this range will require installation of booster pumps or pressure reducing valves external to the scope of work provided.
5. Tile work, flange repairs, wall mount broken carriers, commercial angle-stop replacement, and floor or wall repairs are not included unless otherwise specified in the Scope of Work. This SOW includes up to 5% (8 total for this SOW) of the floor mounted flanges to be replaced as needed. Above this percentage will be performed at additional cost as required.
6. It is the owner's responsibility to ensure that plumbing infrastructure flow capacity (i.e. the ability for the water supply to meet peak demands of water use) is adequate to support a high efficiency plumbing fixture retrofit. Additionally, liability for water hammer and other infrastructure related conditions are excluded from this scope of work. Should such conditions be identified or arise, we will work with customer and/or Johnson Controls to provide potential solutions that would require a change order to this scope of work.
7. The responsibility for repair of defective, previously damaged, degraded, or faulty infrastructure related to water supply or sanitary drain lines is not included. The scope of work begins at the angle stop and ends at the flange connections of toilets, urinals and sinks. Any repairs outside of this scope of work are to be addressed by owner or by change order.
8. Painting, tile work, and wall repair outside of footprint related patching are excluded from our price. Pre-existing damage to walls or flooring will be brought to the attention of customer and/or Johnson Controls and the best course of action will be determined. Johnson Controls will repair any damages caused by the installations. Johnson Controls will attempt to match the existing conditions, but where unique tile or paint is present it may require the Customer to supply material.
9. Installation beyond the plumbing fixtures described in the scope of work contained herein
10. Repair of existing faucets, sinks, shower handles, valves and sink basins or leaks
11. Prior to construction, the owner will identify isolation valves. Isolation valves should be in working order, failed valves are the owner's responsibility to repair or replace.
12. Replacement of angle stops for flush valves associated with toilets and urinals will be replaced completely. All other angle stops will not be replaced as part of this SOW.
13. Replacement or modification of existing floor and wall coverings
14. Any and all ADA bathroom partitions, grab bars, extensions, sink faucet actuators, piping insulation, or other ADA requirements are hereby excluded from this proposal. JCI does not take responsibility for any existing or future ADA compliance issues and if required to modify bathrooms or fixtures to meet an ADA code this will be completed for an additional cost.

FIM–3: Compactors

This Scope of Work includes design, materials and labor for the following:

- This FIM will provide and install new commercial roll on/roll off compactors at the customer schools. The intent of this measure is to reduce operational costs related to the existing commercial dumpsters and SOMAT machines that are currently used at each school.
- The schools that will receive new compactors are
    - Attucks MS
    - Bair MS
    - Croissant Park ES
    - Falcon Cove MS
    - Lakeside ES
    - Lauderhill 6-12
- The scope of work for the compactors is detailed in design drawings in FIM-3 Appendix: 50% Compactor Construction Documents
    - Construction Documents to be completed for permitting upon project execution.
    - Surveys of area being improved
    - Ground Penetrating Radar (GPR) of areas being improved.
- Removal of fluids from grease trap system (one time) during installation of piping connections.
- Training on compactor operation and waste collection service changes will be provided for up to eight hours and scheduled with school staff for each site.
- Scope of Work Overview by School

School	Scope Category	Description
Attucks MS	Material	• Provide 34-yard Compactor with Deodorizer. • Provide six 96-gallon garbage totes.
	Electrical	• Provide and install new 480V three phase 20-amp circuit from Panel HDHK located in Room 102B to compactor power unit. • Provide and install new 120V single phase 20-amp circuit from Panel HHK located in Room 102B to compactor deodorizer.
	Plumbing	• Relocate existing area drain and reconnect to 4” sanitary line. • Remove and replace existing hose bibs on hot and cold-water lines.
	Civil	• Demo of existing paving for new reinforced concrete slab and underground utilities. • Provide and install reinforced concrete slab with enclosed chain link fence, gates and privacy screen.
Bair MS	Material	• Provide 34-yard Compactor with Deodorizer. • Provide six 96-gallon garbage totes.
	Electrical	• Provide and install new 480V three phase 20-amp circuit from Panel MSB-1 located in Room 234 to compactor power unit. • Provide and install new 120V single phase 20-amp circuit from Panel H4 located in Room 234 to compactor deodorizer.
	Plumbing	• Relocate existing area drain and reconnect to 4” sanitary line. • Provide and install new hot and cold-water lines to new hose bibs on exterior wall from room 227E.
	Civil	• Demo of existing paving for new reinforced concrete slab and underground utilities. • Provide and install reinforced concrete slab with enclosed chain link fence, gates and privacy screen.
Croissant Park ES	Material	• Provide 34-yard Compactor with Deodorizer. • Provide six 96-gallon garbage totes.

School	Scope Category	Description
	Electrical	• Provide and install new 480V three phase 20-amp circuit from Panel H1B located in Room 114 to compactor power unit. • Provide and install new 120V single phase 20-amp circuit from Panel H1B located in Room 114 to compactor deodorizer.
	Plumbing	• Relocate existing area drain and reconnect to 4" sanitary line.
	Civil	• Demo of existing paving and concrete for new reinforced concrete slab and underground utilities. • Provide and install reinforced concrete slab with enclosed chain link fence, gates and privacy screen. (Tie into existing masonry wall and chainlink fence)
Falcon Cove MS	Material	• Provide 34-yard Compactor with Deodorizer. • Provide six 96-gallon garbage totes.
	Electrical	• Provide and install new 480V three phase 20-amp circuit from Panel 2H1A located in Room 329 to compactor power unit. • Provide and install new 120V single phase 20-amp circuit from Panel 2H1A located in Room 329 to compactor deodorizer.
	Plumbing	• Provide and install new area drain and connect to existing grease trap piping. • Remove and replace existing hose bib on cold water line.
	Civil	• Demo of existing paving and concrete for new reinforced concrete slab and underground utilities. • Demo and extend masonry wall of existing dumpster pen enclosure. • Provide and install reinforced concrete slab with enclosed chain link fence, gates and privacy screen. (Tie into existing and new masonry walls)
Lakeside ES	Material	• Provide 34-yard Compactor with Deodorizer. • Provide six 96-gallon garbage totes.
	Electrical	• Provide and install new 208V three phase 40-amp circuit from Panel A located in Room 190 to compactor power unit. • Provide and install new 120V single phase 20-amp circuit from Panel 2H1A located in Room 190 to compactor deodorizer.
	Plumbing	• Provide and install new area drain and connect to existing grease trap piping.
	Civil	• Demo of existing paving and concrete for new reinforced concrete slab and underground utilities. • Provide and install reinforced concrete slab with enclosed chain link fence, gates and privacy screen. (Tie into existing masonry chainlink fence)
Lauderhill 6-12	Material	• Provide 34-yard Compactor with Deodorizer. • Provide six 96-gallon garbage totes.
	Electrical	• Provide and install new 480V three phase 20-amp circuit from Panel 4PP located in Room 150 to compactor power unit. • Provide and install new 120V single phase 20-amp circuit from Panel G located in Room 172 to compactor deodorizer.
	Plumbing	• Demo existing area drain. • Provide and install new area drain and connect to new 50-gallon grease trap. • Tie new grease trap into existing 4" sanitary line. • Provide and install new hot and cold-water lines to new hose bibs on exterior wall from room 176G.
	Civil	• Demo of existing paving and concrete for new reinforced concrete slab and underground utilities. • Provide and install reinforced concrete slab with enclosed chain link fence, gates and privacy screen.

Compactor Exclusions

1. Additional design costs due to any redesign needed for underground obstructions.
2. Additional costs due to unforeseen underground obstructions.
3. Relocation of existing utilities not shown in drawings.
4. Repair of damaged existing plumbing.
5. Video survey of existing underground piping.
6. Demolition and removal of existing SOMAT machines.
7. On-going maintenance, supplies, or repairs to compactor systems.
8. Modification of solid waste collection service contract for each site for compactor service.

FIM 3 Compactors – Drawing's Index List

School	Discipline	Drawing Date	File Title	Drawing No.	Drawing Title
Attucks MS	Civil	1/20/26	BCPS Attucks MS - Civil DD Set (2026-01-20).pdf	C-1	GENERAL CIVIL NOTES
				C-2	PAVING AND GRADING PLAN
				C-3	FENCE LAYOUT PLAN AND TYPICAL DETAILS
				C-4	STORMWATER POLLUTION PREVENTION PLAN
				C-5	CONSTRUCTION BMPs
Attucks MS	Electrical	1/20/26	BCPS Attucks MS - Elec DD Set (2026-01-20).pdf	E-001	ELECTRICAL GENERAL NOTES, ABBREVIATIONS & SYMBOL LEGEND
				E-201	ELECTRICAL PARTIAL FLOOR PLAN – NEW WORK
				E-301	ELECTRICAL PANEL DETAILS
				E-501	ELECTRICAL DETAILS
Attucks MS	Plumbing	1/20/26	BCPS Attucks MS - Plum DD Set (2026-01-20).pdf	P-001	PLUMBING GENERAL NOTES, LEGENDS, ABBREVIATIONS & SCHEDULES
				P-101	PLUMBING PARTIAL FLOORPLAN - DEMOLITION
				P-201	PLUMBING PARTIAL FLOORPLAN – NEW WORK
				P-401	PLUMBING DETAILS

School	Discipline	Drawing Date	File Title	Drawing No.	Drawing Title
Bair MS	Civil	1/20/26	BCPS Bair MS - Civil DD Set (2026-01-20).pdf	C-1	GENERAL CIVIL NOTES
				C-2	PAVING AND GRADING PLAN
				C-3	FENCE LAYOUT PLAN AND TYPICAL DETAILS
				C-4	STORMWATER POLLUTION PREVENTION PLAN
				C-5	CONSTRUCTION BMPs
Bair MS	Electrical	1/20/26	BCPS Bair MS - Elec DD Set (2026-01-20).pdf	E-001	ELECTRICAL GENERAL NOTES, ABBREVIATIONS & SYMBOL LEGEND
				E-201	ELECTRICAL PARTIAL FLOOR PLAN – NEW WORK
				E-301	ELECTRICAL PANEL DETAILS
				E-501	ELECTRICAL DETAILS
Bair MS	Plumbing	1/20/26	BCPS Bair MS - Plum DD Set (2026-01-20).pdf	P-001	PLUMBING GENERAL NOTES, LEGENDS, ABBREVIATIONS & SCHEDULES
				P-101	PLUMBING PARTIAL FLOORPLAN - DEMOLITION
				P-201	PLUMBING PARTIAL FLOORPLAN – NEW WORK
				P-401	PLUMBING DETAILS
Croissant Park ES	Civil	1/20/26	BCPS Croissant Park ES - Civil DD Set (2026-01-20).pdf	C-1	GENERAL CIVIL NOTES
				C-2	PAVING AND GRADING PLAN
				C-3	FENCE LAYOUT PLAN AND TYPICAL DETAILS
				C-4	STORMWATER POLLUTION PREVENTION PLAN
				C-5	CONSTRUCTION BMPs
Croissant Park ES	Electrical	1/20/26	BCPS Croissant Park ES - Elec DD Set (2026-01-20).pdf	E-001	ELECTRICAL GENERAL NOTES, ABBREVIATIONS & SYMBOL LEGEND
				E-201	ELECTRICAL PARTIAL FLOOR PLAN – NEW WORK
				E-301	ELECTRICAL PANEL DETAILS
				E-501	ELECTRICAL DETAILS

School	Discipline	Drawing Date	File Title	Drawing No.	Drawing Title
Croissant Park ES	Plumbing	1/20/26	BCPS Croissant Park ES - Plum DD Set (2026-01-20).pdf	P-001	PLUMBING GENERAL NOTES, LEGENDS, ABBREVIATIONS & SCHEDULES
				P-101	PLUMBING PARTIAL FLOORPLAN - DEMOLITION
				P-201	PLUMBING PARTIAL FLOORPLAN – NEW WORK
				P-401	PLUMBING DETAILS
Falcon Cove MS	Civil	1/20/26	BCPS Falcon Cove MS - Civil DD Set (2026-01-20).pdf	C-1	GENERAL CIVIL NOTES
				C-2	PAVING AND GRADING PLAN
				C-3	FENCE LAYOUT PLAN AND TYPICAL DETAILS
				C-4	STORMWATER POLLUTION PREVENTION PLAN
				C-5	CONSTRUCTION BMPs
Falcon Cove MS	Electrical	1/20/26	BCPS Falcon Cove MS - Elec DD Set (2026-01-20).pdf	E-001	ELECTRICAL GENERAL NOTES. ABBREVIATIONS & SYMBOL LEGEND
				E-100	ELECTRICAL PARTIAL SITE PLAN – NEW WORK
				E-201	ELECTRICAL PARTIAL FLOOR PLAN – NEW WORK
				E-301	ELECTRICAL PANEL DETAILS
				E-501	ELECTRICAL DETAILS
Falcon Cove MS	Plumbing	1/20/26	BCPS Falcon Cove MS - Plum DD Set (2026-01-20).pdf	P-001	PLUMBING GENERAL NOTES, LEGENDS, ABBREVIATIONS & SCHEDULES
				P-101	PLUMBING PARTIAL FLOORPLAN - DEMOLITION
				P-201	PLUMBING PARTIAL FLOORPLAN – NEW WORK
				P-401	PLUMBING DETAILS

School	Discipline	Drawing Date	File Title	Drawing No.	Drawing Title
Lakeside ES	Civil	1/20/26	BCPS Lakeside ES - Civil DD Set (2026-01-20).pdf	C-1	GENERAL CIVIL NOTES
				C-2	PAVING AND GRADING PLAN
				C-3	FENCE LAYOUT PLAN AND TYPICAL DETAILS
				C-4	STORMWATER POLLUTION PREVENTION PLAN
				C-5	CONSTRUCTION BMPs
Lakeside ES	Electrical	1/20/26	BCPS Lakeside ES - Elec DD Set (2026-01-20).pdf	E-001	ELECTRICAL GENERAL NOTES ABBREVIATIONS & SYMBOL LEGEND
				E-201	ELECTRICAL PARTIAL FLOOR PLAN – NEW WORK
				E-301	ELECTRICAL PANEL DETAILS
				E-501	ELECTRICAL DETAILS
Lakeside ES	Plumbing	1/20/26	BCPS Lakeside ES - Plum DD Set (2026-01-20).pdf	P-001	PLUMBING GENERAL NOTES, LEGENDS, ABBREVIATIONS & SCHEDULES
				P-101	PLUMBING PARTIAL FLOORPLAN - DEMOLITION
				P-201	PLUMBING PARTIAL FLOORPLAN – NEW WORK
				P-401	PLUMBING DETAILS
Lauderhill 6-12	Civil	1/20/26	BCPS Lauderhill 6-12 - Civil DD Set (2026-01-20).pdf	C-1	GENERAL CIVIL NOTES
				C-2	PAVING AND GRADING PLAN
				C-3	FENCE LAYOUT PLAN AND TYPICAL DETAILS
				C-4	STORMWATER POLLUTION PREVENTION PLAN
				C-5	CONSTRUCTION BMPs
Lauderhill 6-12	Electrical	1/20/26	BCPS Lauderhill 6-12 - Elec DD Set (2026-01-20).pdf	E-001	ELECTRICAL GENERAL NOTES ABBREVIATIONS & SYMBOL LEGEND
				E-100	ELECTRICAL PARTIAL FLOOR PLAN – NEW WORK
				E-201	ELECTRICAL PARTIAL FLOOR PLAN – NEW WORK
				E-301	ELECTRICAL PANEL DETAILS

School	Discipline	Drawing Date	File Title	Drawing No.	Drawing Title
				E-501	ELECTRICAL DETAILS
Lauderhill 6-12	Plumbing	1/20/26	BCPS Lauderhill 6-12 - Plum DD Set (2026-01-20).pdf	P-001	PLUMBING GENERAL NOTES, LEGENDS, ABBREVIATIONS & SCHEDULES
				P-101	PLUMBING PARTIAL FLOORPLAN - DEMOLITION
				P-201	PLUMBING PARTIAL FLOORPLAN – NEW WORK
				P-401	PLUMBING DETAILS

[END OF ARTICLE 1]

Article 2. ASSURED PERFORMANCE GUARANTEE

I. PROJECT BENEFITS

A. Certain Definitions. For purposes of this Agreement, the following terms have the meanings set forth below:

Annual Project Benefits are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

Annual Project Benefits Realized are the Project Benefits actually realized for any one year of the Guarantee Term.

Annual Project Benefits Shortfall is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

Annual Project Benefits Surplus is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

Baseline is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

Guarantee Term will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.

Installation Period is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

Measured Project Benefits are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Section III below.

Non-Measured Project Benefits are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits is outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

Project Benefits are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

Total Project Benefits are the projected Project Benefits to be achieved during the entire term of this Agreement.

B. Project Benefits Summary. Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of $4,536,941 in Non-Measured Project Benefits and JCI guarantees that Customer will achieve a total of $17,755,014 in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of $22,291,955 as set forth in the Total Project Benefits table below.

Total Project Benefits

Year	Measured Utility Cost Avoidance*	Measured Operational Cost Avoidance**	Non-Measured Utility Cost Avoidance*	Operations & Maintenance Cost Avoidance***	Annual Project Benefits
Construction	$345,460	$39,827	$60,788	$-	$446,075
1	$810,236	$128,275	$148,498	$92,170	$1,179,178
2	$834,543	$131,482	$152,953	$94,935	$1,213,912
3	$859,579	$134,769	$157,541	$97,783	$1,249,672
4	$885,367	$138,138	$162,267	$100,717	$1,286,489
5	$911,928	$141,592	$167,135	$103,738	$1,324,393
6	$939,286	$145,131	$172,149	$106,850	$1,363,417
7	$967,464	$148,760	$177,314	$110,056	$1,403,593
8	$996,488	$152,479	$182,633	$113,357	$1,444,957
9	$1,026,383	$156,291	$188,112	$116,758	$1,487,544
10	$1,057,174	$160,198	$193,756	$120,261	$1,531,389
11	$1,088,889	$164,203	$199,568	$123,869	$1,576,529
12	$1,121,556	$168,308	$205,555	$127,585	$1,623,004
13	$1,155,203	$172,516	$211,722	$131,412	$1,670,853
14	$1,189,859	$176,829	$218,074	$135,355	$1,720,116
15	$1,225,555	$181,249	$224,616	$139,415	$1,770,835
Total	$15,414,969	$2,340,045	$2,822,682	$1,714,259	$22,291,955

* Utility Cost Avoidance figures in the table above are based on anticipated increases in unit energy costs as set forth in the table in Section IV below.
** Measured Operational Cost Avoidance figures in the table above are based on anticipated increases in operational costs as set forth in the table in Section IV below.
*** For Non-Measured Operations & Maintenance Cost Avoidance Project Benefit. Operations & Maintenance Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of three percent (3%). Escalation will begin after the 16-month installation period.
NOTE: Escalated values in table above are only shown to the nearest dollar.

Within sixty (60) days of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved during the Installation Period plus any Non-Measured Project Benefits applicable to such period and advise Customer of same. Any Project Benefits achieved during the Installation Period may, at JCI's discretion, be allocated to the Annual Project Benefits for the first year of the Guarantee Term. Within sixty (60) days of each anniversary of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved for the applicable year plus any Non-Measured Project Benefits applicable to such period and advise Customer of same.

Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Article 4, (iii) fails to fulfill any of its responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability hereunder.

C. Project Benefits Shortfalls or Surpluses.

(i) *Project Benefits Shortfalls*. If an Annual Project Benefits Shortfall occurs for any one year of the Guarantee Term, JCI shall, at its discretion and in any combination, (a) set off the amount of such shortfall against any unpaid balance Customer then owes to JCI, (b) where permitted by applicable law, increase the next year's amount of Annual Project Benefits by the amount of such shortfall, (c) pay to Customer the amount of such shortfall, or (d) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer.

(ii) *Project Benefits Surpluses*. If an Annual Project Benefits Surplus occurs for any one year of the Guarantee Term, JCI may, at its discretion and in any combination, (a) apply the amount of such surplus to set off any subsequent Annual Project Benefit Shortfall during the Guarantee Term, or (b) bill Customer for the amount of payments made pursuant to Section C(i)(c) above and/or the value of the products or services provided pursuant to clause C(i)(d) above, in an amount not to exceed the amount of such surplus.

(iii) *Additional Improvements*. Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.

II. NON-MEASURED PROJECT BENEFITS

Operating and Maintenance Cost Avoidance Summary

Non-Measured Operational and Maintenance Benefits	FIM	Year 1 Benefits	Applicable Years	Annual Escalation
Lighting Material Savings	1	$69,589	1-15	3%
Domestic Plumbing O&M Savings	2	$2,663	1-15	3%
SOMAT machines O&M Savings	3	$19,918	1-15	3%
Total Non-Measured Operational Benefits		**$92,170**		

Non-Measured Utility Benefits Summary

Non-Measured Utility Benefits	FIM	Year 1 Benefits	Applicable Years	Escalation
Exterior Lighting Savings (Multiple Sites)	1	$36,015	1-15	3%
Interior Lighting HVAC impact Savings (Multiple A/C Sites)	1	$109,228	1-15	3%
SOMAT machines use water reduction impact Savings (Multiple Sites)	3	$3,255	1-15	3%
Total Non-Measured Utility Benefits =		**$148,498**		

Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.

Non-Measured Operational and Maintenance(O&M) Benefits Details

FIM-1: Lighting Material Savings

Customer will see a reduction in the cost of lighting materials as a direct result of the implementation of FIM-1. O&M cost avoidance for lighting materials derive from the installation of new lighting equipment which include cost avoidance from reduced expenses for lamps and ballasts realized as a result of the replacement of existing fluorescent lamps with LED lamps and the elimination of existing ballast materials. LED lamps have longer rated lives with warranties as indicated in the warranty submittal.

Material savings were calculated by the following equations:

Material Savings (Project Term)
Lamp Unit Cost per Hour = Average Lamp Cost ÷ Average Lamp Life.
Ballast Unit Cost per Hour = Average Ballast Cost ÷ Average Ballast Life.
Existing Annual Lamp Material Cost = Existing Burn Hours × Quantity of Lamps × Lamp Unit Cost per Hour.
Existing Annual Ballast Material Cost = Existing Burn Hours × Quantity of Ballasts × Ballast Unit Cost per Hour.
Proposed Annual Lamp Material Cost = Existing Burn Hours × Quantity of Lamps × Lamp Unit Cost per Hour.
Proposed Annual Ballast Material Cost = Existing Burn Hours × Quantity of Ballasts × Ballast Unit Cost per Hour.
Proposed Annual Material Cost = Proposed Burn Hours × ((Quantity of Lamps × Lamp Unit Cost per Hour) + (Quantity of Ballasts × Ballast Unit Cost per Hour)).

Annualized Project Term Material Savings = ((Project Term × (Existing Annual Lamp Material Cost + Existing Annual Ballast Material Cost)) - ((Project Term - Proposed Lamp Warranty Period) × Proposed Annual Lamp Material Cost) + ((Project Term - Proposed Ballast Warranty Period) × Proposed Annual Ballast Material Cost))) ÷ Project Term.

Site/Building Name	Term Averaged Year 1 Annual Material Savings
Annabel C. Perry PreK-8	$2,478
Apollo MS	$3,231
Attucks MS	$4,064
Bair MS	$2,490
Coral Glades HS	$4,194
Croissant Park ES	$2,036
Crystal Lake MS	$4,700
Cypress Bay HS	$6,386
Dave Thomas West Center	$1,376
Falcon Cove MS	$3,336
Lakeside ES	$1,836
Lauderhill 6-12	$3,031
Miramar HS	$4,990
Nova MS	$3,294
Piper HS	$4,677
Pompano Beach HS	$4,509
Riverland ES	$1,302
Seagull School	$1,280
Virginia S. Young Montessori	$1,534
Wingate Oaks Ctr	$1,488
Annabel C. Perry PreK-8 - EXTERIOR	$-
Apollo MS - EXTERIOR	$236
Attucks MS - EXTERIOR	$522
Bair MS - EXTERIOR	$107
Coral Glades HS - EXTERIOR	$516
Croissant Park ES - EXTERIOR	$681
Crystal Lake MS - EXTERIOR	$541
Cypress Bay HS - EXTERIOR	$1,114
Dave Thomas West Center - EXTERIOR	$286
Falcon Cove MS - EXTERIOR	$116
Lakeside ES - EXTERIOR	$-
Lauderhill 6-12 - EXTERIOR	$146
Miramar HS - EXTERIOR	$388
Nova MS - EXTERIOR	$255
Piper HS - EXTERIOR	$621
Pompano Beach HS - EXTERIOR	$875
Riverland ES - EXTERIOR	$247
Seagull School - EXTERIOR	$467
Virginia S. Young Montessori - EXTERIOR	$88
Wingate Oaks Ctr - EXTERIOR	$150
Total	**$69,589**

FIM-2: Water Conservation - Plumbing O&M Savings

The customer shall see a reduction in the cost of repair materials as a direct result of the implementation of FIM-2. This O&M cost avoidance derives from a reduction of repair materials for the FIM-2 fixtures that are listed for replacement or upgrade. The new fixtures will have warranties as indicated in the warranty submittal.

Material savings are summarized by site in the following table:

These savings are determined based on the following:

Total # of toilet valve replacements	162
Annual savings per replacement (Year 1)	$5.15
Total Toilet O&M Savings	**$835**
Total # of urinal valve replacements	355
Annual savings per replacement (Year 1)	$5.15
Total Urinal O&M Savings	**$1,828**
Total Domestic Plumbing O&M Savings	**$2,663**

FIM-3: Compactors - SOMAT machines O&M Savings

The customer shall see a reduction in the cost of repair materials for existing SOMAT pulping machines as a direct result of the implementation of FIM-3. This O&M cost avoidance derives from an elimination of repair costs for the FIM-3 sites listed for compactor installations. The SOMAT repair savings were derived from information provided by Environmental Conservation/Utility Management group on the existing cost of SOMAT machines throughout the district.

Repair savings are summarized per site in the following table:

Total SOMAT Annual Repair Costs*	Total Number of Schools with SOMAT machines**	SOMAT Repair Cost per School (Base Year)	SOMAT Repair Cost per School (Year 1) ***	Total for Compactors at Six Schools (Year 1)
$551,132	171	$3,223	$3,319.69	$19,918

*Per email dated 10/13/25 (Included in Appendix 3)
**Per email dated 10/31/25 (Included in Appendix 3)
*** Year 1 includes 3% escalation in costs.

Non-Measured Utility Benefits

The Project Benefits identified below were derived using engineering calculations based on industry standards and data provided by the Customer. These Project Benefits shall be Non-Measured Project Benefits (as defined above) under this Article 2. Reference the FIM-1 Appendix for specific information.

FIM-1: Exterior Lighting Savings

Customer will have the following utility savings as effect of the installation on FIM-1.

Site/Building Name	Annual Electric Demand Savings (kW)	Y1 Electric Demand Savings ($/yr.)	Annual Electric Energy Savings Non-Measured (kWh)	Y1 Electric Energy Savings ($/yr.)	Total Year 1 Electric Savings Non-Measured ($)
Apollo MS - EXTERIOR	-	$111	-	$1,406	$1,516
Attucks MS - EXTERIOR	0.5	$96	22,898	$1,217	$1,313
Bair MS - EXTERIOR	0.5	$25	19,819	$440	$465
Coral Glades HS - EXTERIOR	0.1	$262	6,439	$3,329	$3,591
Croissant Park ES - EXTERIOR	1.2	$201	54,222	$3,575	$3,776
Crystal Lake MS - EXTERIOR	1.2	$191	52,273	$2,511	$2,701
Cypress Bay HS - EXTERIOR	0.9	$355	40,422	$4,637	$4,992
Dave Thomas West Center - EXTERIOR	1.7	$61	74,656	$923	$984
Falcon Cove MS - EXTERIOR	0.3	$28	14,839	$364	$392
Lauderhill 6-12 - EXTERIOR	0.1	$53	5,861	$675	$728
Miramar HS - EXTERIOR	-	$141	-	$1,795	$1,937
Nova MS - EXTERIOR	0.3	$49	10,993	$878	$928
Piper HS - EXTERIOR	0.7	$158	29,246	$2,079	$2,238
Pompano Beach HS - EXTERIOR	0.3	$376	12,842	$4,769	$5,145
Riverland ES - EXTERIOR	0.8	$168	33,480	$1,964	$2,132
Seagull School - EXTERIOR	1.8	$99	77,685	$1,745	$1,843
Virginia S. Young Montessori - EXTERIOR	1.0	$21	28,710	$369	$390
Wingate Oaks Ctr - EXTERIOR	0.6	$50	25,508	$894	$945
Totals	**12.4**	**$2,445**	**528,374**	**$33,570**	**$36,015**

(Y1 values above carry 3% escalation from Base Year rates)

Equations for Calculating Lighting Retrofit Savings

Demand (kW)

$$Connected\ kW\ Saving = \sum_u [\ (kW/Fixture_{baseline} \times Quantity_{baseline} - kW/Fixture_{post} \times Quantity_{post})]_{t,u}$$

$$Actual\ kW\ Savings = \sum_u [\ Connected\ kW\ Savings_u \times Coincident\ Factor_u]_{t,u}$$

where:

$kW/fixture_{baseline}$=	lighting baseline demand per fixture for usage group *u*
$kW/fixture_{post}$=	lighting demand per fixture during post-installation period for usage group
$Quantity_{baseline}$=	quantity of affected fixtures before the lighting retrofit for usage group *u*
$Quantity_{post}$=	quantity of affected fixtures after the lighting retrofit for usage group *u*
$Coincident\ Factor_u$=	*Coincident* Factor is a multiplier to account for Demand Diversity of each specific usage group *u*.

Energy (kWh)

$$kWh\ Savings_{Lighting} = \sum_u [Connected\ kW\ Savings_u \times Burn\ Hours]_{t,u}$$

where:

$kW\ Savings_u$ =	kilowatt savings realized during the post-installation time for usage group *u*
Burn Hours =	number of operating hours during the time period *t* for the usage group *u*

Exterior Room Type (Usage Group Description)	Pre-retrofit Annual Burn Hours	Post-retrofit Annual Burn Hours	Coincidence Factor
Exterior	4380	4380	10%
Exterior, Low Use	857	600	10%
24/7 Operation	8760	8760	100%
Exit Signs	8760	8760	100%

Existing Component Code	Exist System Wattage
1X100HPS	138
1X100MH	128
1X10LEDF	10
1X110LEDF	110
1X120LEDF	120
1X125LEDF	125
1X13CFL2P	16
1X14LEDF	14
1X14LEDSI	14
1X150HPS	188
1X150LEDF	150
1X175MH	215
1X18LEDSI	18
1X20LEDF	20
1X20LEDSI	20
1X22LEDF	22
1X250HPS	295
1X250LEDF	250
1X250MH	272
1X25LEDF	25
1X26CFL4P	29
1X28T8EBN	27
1X2LEDFROG	2
1X300HAL	300
1X30LEDF	30
1X32CFL4P	35
1X35LEDSI	35
1X400HPS	465
1X400MH	458
1X40LEDF	40
1X42CFL4P	46

Existing Component Code	Exist System Wattage
1X45LEDSI	45
1X50LEDF	50
1X60INCA	60
1X60LEDF	60
1X70HPS	95
1X70MH	95
1X75INCA	75
1X75LEDF	75
1X90LEDF	90
2X1000MH	2,160
2X120LEDF	240
2X125LEDF	250
2X13CFL2P	31
2X150LEDF	300
2X17T8EBN	33
2X250LEDF	250
2X26CFL4P	51
2X28T8EBN	49
2X32CFL2P	62
2X32T8EBN	57
2X34T12MB	72
2X400HPS	930
2X400MH	916
2X42CFL4P	93
2X90LEDF	180
3X125LEDF	375
4X1000MH	4,320
4X28T8EBN	92
4X750MH	3,400

FIM-1: HVAC Impact - Interior Lighting Savings

Additional electrical savings will be achieved because the reduced lighting load will in turn reduce cooling loads at the facilities. Heating loads will similarly increase. These impacts were calculated using Rundquist Method: (HVAC Impact: Cooling Benefit - Heating Penalty).

Fraction of Lighting Savings as Air Cooling Savings = A × B ÷ C.
Where: A = Fraction of Year of Cooling Season, Estimated at 0.96.
B = Fraction of the Lighting Load met by Mechanical Cooling (87%).
C = Cooling system's coefficient of Performance; Average of 2.7.

Extra Heat required (BTU) = D × E × F ÷ G
Where: D = Heating Season = 1 - A.
E = Fraction of the Lighting Reduction that has to be made up by heating. A portion of the lighting heat is released at night. Estimated at 0%.
F = Annual BTU Equivalent of Lighting Saved. Annual Saved kWh × 3414 = BTU.
G = Seasonal Heating Efficiency estimate of basic efficiency of heating system, assumed 100%.

Interactive HVAC Net Benefit/Penalty = Annual kWh Savings × Fraction of Lighting Savings as Air Cooling Savings) - (Extra Heat Required × Average Fuel Rate per BTU).

NOTE: The HVAC savings only applied to lighting retrofits in the conditioned spaces.

Total HVAC Lighting-impact Savings

Site/Building Name	Year 1 Annual HVAC Savings (Lighting & Sensors)
Annabel C Perry PreK-8	$5,036
Attucks MS	$5,494
Coral Glades HS	$6,999
Crystal Lake MS	$4,654
Dave Thomas West Center	$6,746
Lakeside ES	$3,896
Miramar HS	$8,544
Piper HS	$10,842
Riverland ES	$2,370
Virginia S Young Montessori	$5,932
Apollo MS	$3,074
Bair MS	$4,107
Croissant Park ES	$9,758
Cypress Bay HS	$6,266
Falcon Cove MS	$7,481
Lauderhill 6-12	$6,445
Nova MS	$3,176
Pompano Beach HS	$2,437
Seagull School	$2,861
Wingate Oaks Ctr	$3,111
TOTAL	**$109,228**

FIM-3: SOMAT machines use water reduction impact Savings (Multiple Sites)

$$SOMAT\ Water\ Cost\ Savings\ (\$) = Gallons\ Water\ per\ Hour * Hours\ per\ Day * Days\ per\ Year * \frac{kgal}{1000\ gal} * \frac{WaterSewer\ Combined\ Cost}{kgal}$$

The expected non-measured savings for this FIM are as follows, at the rates and escalations as noted in Article 2, Section IV.

School Name	Estimated Water Usage (From SPC-75S SOMAT Manual)* (Gal/Hr.)	School Year Days	Hours Used (Hrs./Day)	Annual SOMAT Water Savings (kGal)	Year 1 SOMAT Non-measured Water Cost Savings ($)
Attucks MS	90	180	2	32.4	$653
Bair MS	90	180	2	32.4	$359
Croissant Park ES	90	180	2	32.4	$764
Falcon Cove MS	90	180	2	32.4	$449
Lakeside ES	90	180	2	32.4	$645
Lauderhill 6-12	90	180	2	32.4	$386
Total Year 1 SOMAT Non-Measured Water Benefits					$3,255

*Per SPC 75S SOMAT Manual (Included in Appendix 3)

Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.

III. MEASUREMENT AND VERIFICATION METHODOLOGIES

The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below. JCI shall apply these methodologies, as more fully detailed in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP) in connection with the provision of M&V Services hereunder.

Option A
Retrofit Isolation: Key Parameter Measurement

Measured Project Benefits are determined by partial field measurement of the energy use of the system(s) to which an Improvement Measure was applied separate from the energy use of the rest of the facility.

Partial measurement means that some but not all parameters will be measured. Careful review of the design and installation of Improvement Measures is intended to demonstrate that the stipulated values fairly represent the probable actual values. Agreed-upon values will be shown in the measurement and verification plan. Engineering calculations using measurements and stipulations are used to calculate Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits from the following Improvement Measures will be calculated using Option A:

FIM-1 - LED Lighting Upgrades
FIM-2 – Water Conservation
FIM-3 - Compactors

Option B
Retrofit Isolation: All Parameter Measurement

Measured Project Benefits are determined by field measurement of the energy use of the systems to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Short-term, long-term or continuous measurements are taken throughout the pre and post-retrofit periods. Engineering calculations using short term, long-term or continuous pre and post-retrofit measurements are used to calculate the Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits from the following Improvement Measures will be calculated using Option B:

None

Option C
Whole Facility

Option C involves use of utility meters or whole building sub-meters to assess the energy performance of a total building. Option C assesses the impact of any type of Improvement Measure, but not individually if more than one is applied to an energy meter. This option determines the collective Measured Project Benefits of all Improvement Measures applied to the part of the facility monitored by the energy meter. Also, since whole building meters are used, Measured Project Benefits reported under Option C include the impact of any other change made in facility energy use (positive or negative).

Measured Project Benefits from the following Improvement Measures will be calculated using Option C:

None

Option D
Calibrated Simulation

Option D involves the use of computer simulation software to predict energy use. Such simulation model must be "calibrated" so that it predicts an energy use and demand pattern that reasonably matches actual utility consumption and demand data from either the base-year or a post-retrofit year.

Option D may be used to assess the performance of all Improvement Measures in a facility, akin to Option C. However, different from Option C, multiple runs of the simulation tool in Option D allow estimates of the Measured Project Benefits attributable to each Improvement Measure within a multiple Improvement Measure project.

Option D may also be used to assess just the performance of individual systems within a facility, akin to Options A and B. In this case, the system's energy use must be isolated from that of the rest of the facility by appropriate meters.

Measured Project Benefits from the following Improvement Measures will be calculated using Option D:

None

CHANGES IN USE OR CONDITION; ADJUSTMENT TO BASELINE AND/OR ANNUAL PROJECT BENEFITS

Customer agrees to notify JCI, within fourteen (14) days, of (i) any actual or intended change, whether before or during the Guarantee Term, in the use of any facility, equipment, or Improvement Measure to which this Schedule applies; (ii) any proposed or actual expansions or additions to the premises or any building or facility at the premises; (iii) a change to utility services to all or any portion of the premises; or (iv) any other change or condition arising before or during the Guarantee Term that reasonably could be expected to change the amount of Project Benefits realized under this Agreement.

Such a change, expansion, addition, or condition would include, but is not limited to:(a) changes in the primary use of any facility, Improvement Measure, or portion of the premises; (b) changes to the hours of operation of any facility, Improvement Measure, or portion of the premises; (c) changes or modifications to the Improvement Measures or any related equipment; (d) changes to the M&V Services provided under this Agreement; (e) failure of any portion of the premises to meet building codes; (f) changes in utility suppliers, utility rates, method of utility billing, or method of utility purchasing; (g) insufficient or improper maintenance or unsound usage of the Improvement Measures or any related equipment at any facility or portion of the premises (other than by JCI); (h) changes to the Improvement Measures or any related equipment or to any facility or portion of the premises required by building codes or any governmental or quasi-governmental entity; or (i) additions or deletions of Improvement Measures or any related equipment at any facility or portion of the premises.

Such a change or condition need not be identified in the Baseline in order to permit JCI to make an adjustment to the Baseline and/or the Annual Project Benefits. If JCI does not receive the notice within the time period specified above or travels to either Customer's location or the project site to determine the nature and scope of such changes, Customer agrees to pay JCI, in addition to any other amounts due under this Agreement, the applicable hourly consulting rate for the time it took to determine the changes and to make any adjustments and/or corrections to the project as a result of the changes, plus all reasonable and documented out-of pocket expenses, including travel costs. Upon receipt of such notice, or if JCI independently learns of any such change or condition, JCI shall calculate and send to Customer a notice of adjustment to the Baseline and/or Annual Project Benefits to reflect the impact of such change or condition, and the adjustment shall become effective as of the date the change or condition first arose. Should Customer fail to promptly provide JCI with notice of any such change or condition, JCI may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be conclusive.

Description of Measurement and Verification Methodologies by FIMs:

FIM-1: LED Lighting Upgrades

Option A: Measurement and Verification Plan for Interior Lighting Improvements

The savings associated with this FIM will be verified using IPMVP Core Concepts, EVO 10000 -1:2016, Option A, Retrofit Isolation with Key Parameter Measurement. The savings for this FIM are generated through a reduction in energy used by the lighting system; therefore, the measurement boundary is the lighting system itself.

Key Parameter	Measurement Frequency	Measurement Description
Pre- and Post-retrofit Fixture Power Draw (kW)	One-time	The pre-retrofit power draw on a sample of fixtures meeting the 80/20 sampling plan – assuming a coefficient of variance of 0.5 – has been measured using a true RMS meter during the Phase 5 Development audit phase between 11/18/2025 and 11/20/2025. Fixtures with similar lamps and ballasts, counts and types were grouped together with a lamp/ballast code. Measured wattages were used when possible. In some situations, such as when a certain type of lighting fixture was not available by itself on a switch, typical wattages as published by ANSI (American National Standards Institute) were used. The post-retrofit wattage of the impacted fixtures will be measured one time on a sample of fixtures meeting the same sampling criteria. The savings will be updated.
Estimated Parameter	**Assumed Value**	**Justification, Source and Description**
Burn Hours	Refer to the table below	The existing lighting burn hours for a sample of space types meeting the 80/20 sampling plan – assuming a coefficient of variance of 0.5 were measured. Data loggers were installed from 02/17/20 through 03/06/20 during the Phase 1 project. It is agreed that this time period represents typical usage for the lighting systems. In some situations where occupancy loggers were not possible to deploy, auditing efforts support defined values with local customer interview as source of data. The measured burn hours were then extrapolated to annual burn hours by multiplying the measured hours by the ratio of weeks that school is in session to measured weeks. The hours were then averaged by space type. The table below shows the average annual baseline burn hours by space type. These values will not be measured again.
Coincident Factor	Refer to the table below	The coincident factor is estimated based on the number of fixtures in a given space type that were estimated to be operating at the same time during the on peak period and is agreed to remain at the same value after the retrofit. The coincident factors by room/space types are as listed in the table below with pre and post burn hours.

Following table summarizes existing fixture codes and corresponding average power draws.

Existing Component Code	Existing System Wattage
16X25INCA	400
1X1000MH	1,080
1X100HAL	100
1X100HPS	138
1X100INCA	100
1X100MH	128
1X105LEDF	105
1X10LEDF	10
1X10LEDSI	10
1X110LEDF	110
1X110LEDSI	110
1X120HAL	120
1X120INCA	120
1X120LEDF	120
1X125LEDF	125
1X12LEDF	12
1X12LEDTDW	11
1X13CFL2P	16
1X13CFL4P	16
1X14LEDF	14
1X14LEDSI	14
1X150HAL	150
1X150HPS	188
1X150LEDF	150
1X15LEDF	15
1X16LEDF	16
1X175LEDF	175
1X175MH	215
1X17T8EBN	20
1X18LEDSI	18
1X200MH	228
1X20CFLSI	20
1X20LEDF	20
1X20LEDSI	20
1X22LEDF	22
1X23CFLSI	23
1X24LEDF	24
1X250HAL	250
1X250HPS	295
1X250INCA	250

Existing Component Code	Existing System Wattage
1X250LEDF	250
1X250MH	272
1X250MV	290
1X25LEDF	25
1X25T83FTEBN	26
1X26CFL4P	29
1X28LEDF	28
1X28T8EBN	27
1X29LEDF	29
1X2LEDFROG	2
1X300HAL	300
1X30CFLSI	30
1X30LEDF	30
1X30T12MB	46
1X32CFL4P	35
1X32CFLSI	32
1X32T8EBN	31
1X34LEDF	34
1X34T12MB	43
1X35LEDSI	35
1X39LEDF	39
1X3LEDEXIT	3
1X400HPS	465
1X400MH	458
1X40INCA	40
1X40LEDF	40
1X42CFL4P	46
1X42CFLGU24	42
1X45HAL	45
1X45INCA	45
1X45LEDSI	45
1X49LEDF	49
1X4LEDEXIT	4
1X500HAL	500
1X50HAL	50
1X50LEDF	50
1X50LEDSI	50
1X52INCA	52
1X5LED2P	5
1X5LEDF	5

Existing Component Code	Existing System Wattage
1X60INCA	60
1X60LEDF	60
1X65HAL	65
1X65LEDF	65
1X6LEDSI	6
1X70HPS	95
1X70INCA	70
1X70MH	95
1X75HAL	75
1X75INCA	75
1X75LEDF	75
1X78LEDF	78
1X7CFL2P	10
1X80LEDF	80
1X8LEDT	8
1X90LEDF	90
1X9CFL2P	12
1X9LEDSI	9
2X1000MH	2,160
2X120LEDF	240
2X125LEDF	250
2X12LEDTDW	21
2X12LEDTEBHEN	21
2X13CFL2P	31
2X150LEDF	300
2X15LEDT	23
2X16LEDF	32
2X16LEDTDW	26
2X17LEDTEBHEN	30
2X17T8EBN	33
2X18CFL2P	38
2X18CFL4P	40
2X20CFLSI	40
2X250LEDF	250
2X25T83FTEBN	46
2X25T83FTEBN + 2X17T8EBN	70
2X26CFL2P	51
2X26CFL4P	51
2X28T8EBN	49
2X32CFL2P	62
2X32T8U6EBN	59
2X34T12MB	72

Existing Component Code	Existing System Wattage
2X400HPS	930
2X400MH	916
2X42CFL4P	93
2X52INCA	104
2X5INCA	10
2X60INCA	120
2X60T12HOMB	145
2X6LEDSI	12
2X75INCA	150
2X7CFL2P	21
2X7LEDSI	14
2X90LEDF	180
2X9CFL2P	23
2X9LEDSI	18
2X9LEDTEBHEN	16
3X125LEDF	375
3X17T8EBN	47
3X25T83FTEBN	72
3X28T8EBN	73
3X28T8EBN2	79
3X28T8EBN-DL1	27
3X32T8EBN	85
3X34T12MB2	115
3X60INCA	180
3X9CFLSI	27
4X1000MH	4,320
4X12LEDTDW	42
4X16LEDTDW	64
4X25T83FTEBN	92
4X28T8EBN	92
4X28T8EBN2	104
4X32T8EBN	107
4X32T8EBN2	116
4X32T8EBN-DL2	52
4X34T12MB2	137
4X750MH	3,400
5X16LEDTDW	80
5X28T8EBN	128
6X28T8EBN2	152

The following table summarizes average annual burn hours by room types and corresponding coincidence factors used for estimating savings for this FIM:

				Post-retrofit Annualized Burn Hours		
Master Schedule Name Per Building List	**Area Specific or Hrs. Type Custom Codes**	**Description**	**Existing Burn Hours Assigned**	**No Sensor/ Existing Sensor**	**Sensor Retrofit**	**Coincidence Factor**
ES	AU	Auditorium/Stage	1,393	1,393	975	90%
HS	AU	Auditorium/Stage	1,500	1,500	1,050	90%
MS	AU	Auditorium/Stage	1,000	1,000	700	90%
ALL	BR	Break room	2,860	2,860	2,107	90%
ALL	BR-AS	Break room-Already Sensored	2,107	2,107	2,107	90%
ALL	CF	Cafeteria	3,313	3,313	2,621	90%
ALL	CF-AS	Cafeteria, Already Sensored	2,527	2,527	2,527	90%
ES	CF-H	Cafeteria, High Use	6,905	6,905	3,144	100%
ALL	CL	Classroom	1,869	1,869	1,256	90%
ALL	CL-AS	Classroom, Already Sensored	1,481	1,481	1,481	90%
ALL	CL-ASB	Classroom, Already Sensored (Sensor not Working)	1,869	1,869	1,256	90%
ALL	CL-H	Classroom, High Use	6,905	6,905	1,752	100%
ALL	CL-L	Classroom	1,877	1,877	1,203	90%
ALL	CR	Conference Room	1,715	1,715	1,485	90%
ES	CR-AS	Conference Room, Already Sensored	1,485	1,485	1,485	90%
ALL	DR	Dressing Room/Fitting Areas	1,200	1,200	840	90%
ES	DR-AS	Dressing Room/Fitting Areas-Already Sensored	840	840	840	50%
ALL	EL	Elevator	8,760	8,760	8,760	100%
ES	EXAM	Exam room	1,393	1,393	975	90%
HS	EXAM	Exam room	1,500	1,500	1,050	90%
MS	EXAM	Exam room	1,427	1,427	999	90%
ALL	GYM	Gymnasium	3,570	3,570	1,871	90%
ALL	GYM-AS	Gymnasium, Already Sensored	2,258	2,258	2,258	90%
ALL	HW	Hallway	4,171	4,171	2,196	90%
ALL	HW-AS	Hallway, Already Sensored	2,196	2,196	2,196	90%
HS	HW-ASB	Hallway, Already Sensored (Sensor not Working)	4,171	4,171	2,196	90%
ES	HW-H	Hallway, High Use	6,168	6,168	2,085	100%
ALL	HW-L	Hallway, Low Use	500	500	350	50%
ALL	KT	Kitchen	2,255	2,255	2,100	90%
ALL	KT-AS	Kitchen, Already Sensored	2,100	2,100	2,100	90%
ES	LAV	Lavatory	3,645	3,645	672	90%

				Post-retrofit Annualized Burn Hours		
Master Schedule Name Per Building List	Area Specific or Hrs. Type Custom Codes	Description	Existing Burn Hours Assigned	No Sensor/ Existing Sensor	Sensor Retrofit	Coincidence Factor
HS	LAV	Lavatory	3,645	3,645	672	90%
MS	LAV	Lavatory	3,645	3,645	672	90%
ES	LAV-AS	Lavatory-Already Sensored	2,468	2,468	2,468	90%
ALL	LI	Library	2,890	2,890	2,287	90%
ALL	LI-AS	Library, Already Sensored	2,287	2,287	2,287	90%
ALL	LO	Lobby/Entry Vestibule	3,963	3,963	2,730	90%
ALL	LO-AS	Lobby/Entry Vestibule-Already Sensored	2,730	2,730	2,730	90%
ES	LR	Locker Room	1,393	1,393	975	90%
HS	LR	Locker Room	1,500	1,500	1,050	90%
MS	LR	Locker Room	1,427	1,427	999	90%
ES	LR-AS	Locker Room-Already Sensored	975	975	975	50%
HS	LR-AS	Locker Room, Already Sensored	1,050	1,050	1,050	90%
ALL	ME	Mechanical/Electrical Rooms	500	500	350	50%
ALL	ME-AS	Mechanical/Electrical Rooms, Already Sensored	350	350	350	50%
ALL	MP	Multipurpose	3,077	3,077	1,984	90%
ES	MP-AS	Multipurpose Already Sensored	1,984	1,984	1,984	90%
ALL	OO	Open Office	3,600	3,600	2,210	90%
ALL	OO-AS	Open Office, Already Sensored	2,210	2,210	2,210	90%
ES	OO-H	Open Office, High Use	6,905	6,905	3,111	100%
ES	OS	Office Support (copy room, coffee room, etc)	3,600	3,600	2,210	90%
ES	OS-AS	Office Support -Already Sensored	2,210	2,210	2,210	90%
HS	OS-AS	Office Support (copy room, coffee room, etc), Already Sensored	2,210	2,210	2,210	90%
ALL	PO	Private Office	2,754	2,754	2,314	90%
ALL	PO-AS	Private Office, Already Sensored	1,593	1,593	1,593	90%
ES	PO-H	Private Office, High Use	7,002	7,002	2,101	100%
ES	POOL	Pool area	1,869	1,869	1,869	90%
ES	PR	Patient Room	1,393	1,393	975	90%
HS	PR	Patient Room	1,500	1,500	1,050	90%
MS	PR	Patient Room	1,427	1,427	999	90%
ES	PR-AS	Patient Room - Already Sensored	975	975	975	50%

				Post-retrofit Annualized Burn Hours		
Master Schedule Name Per Building List	Area Specific or Hrs. Type Custom Codes	Description	Existing Burn Hours Assigned	No Sensor/ Existing Sensor	Sensor Retrofit	Coincidence Factor
ALL	RR	Restroom	3,645	3,645	672	90%
ALL	RR-AS	Restroom, Already Sensored	2,468	2,468	2,468	90%
ES	RR-ASB	Restroom, Already Sensored (Sensor not Working)	3,645	3,645	672	90%
ALL	RR-H	Restroom, High Use	6,905	6,905	863	100%
ALL	RR-L	Restroom, Low Use	500	500	350	50%
ALL	ST	Storage	500	500	350	50%
ALL	STAGE	Stage	500	500	350	50%
ALL	ST-AS	Storage, Already Sensored	350	350	350	50%
ALL	SW	Stairwell	8,760	8,760	6,132	100%
ALL	SW-AS	Stairwell, Already Sensored	6,132	6,132	6,132	100%
ALL	UT	Utility/Janitor Closets	500	500	350	50%
ES	UT-AS	Utility/Janitor Closets, Already Sensored	350	350	350	50%
ALL	WH	Warehouse	2,920	2,920	2,044	90%
ALL	X	Exit Signs	8,760	8,760	8,760	100%
HS	LI-AS	Library, Already Sensored	2,287	2,287	2,287	90%
HS	LI-ASB	Library, Already Sensored (Sensor Not Working)	2,890	2,890	2,287	90%
HS	ME-ASB	Mechanical/Electrical Rooms, Already Sensored (Sensor Not Working)	500	500	350	50%
HS	PO-ASB	Private Office, Already Sensored (Sensor Not Working)	2,754	2,754	2,314	90%
MS	HW-ASB	Hallway, Already Sensored (Sensor not Working)	4,171	4,171	2,196	90%
MS	OO-ASB	Open Office, Already Sensored (Sensor Not Working)	3,600	3,600	2,210	90%
MS	ST-ASB	Storage, Already Sensored (Sensor Not Working)	500	500	350	50%
MS	PO-ASB	Private Office, Already Sensored (Sensor Not Working)	2,754	2,754	2,314	90%

Performance Period M&V Activities:

- Onsite visual Inspections in random samples of approximately 5% (maximum) of this FIM's Scope of Work annually in no more than five affected schools per year to verify operating conditions.
- Review and inspect O&M Records provided by customer during each performance year.
- Review and verify product specifications for replaced equipment during the project's guarantee period.
- Update annual savings calculations and reconciliation in annual M&V value report.

Equations for Calculating Lighting Retrofit Savings

Demand (kW)

$$Connected\ kW\ Saving = \sum_u [\ (kW/Fixture_{baseline} \times Quantity_{baseline} - kW/Fixture_{post} \times Quantity_{post})]_{t,u}$$

$$Actual\ kW\ Savings = \sum_u [\ Connected\ kW\ Savings_u \times Coincident\ Factor_u]_{t,u}$$

where:

$kW/fixture_{baseline}$=	lighting baseline demand per fixture for usage group *u*
$kW/fixture_{post}$=	lighting demand per fixture during post-installation period for usage group
$Quantity_{baseline}$=	quantity of affected fixtures before the lighting retrofit for usage group *u*
$Quantity_{post}$=	quantity of affected fixtures after the lighting retrofit for usage group *u*
$Coincident\ Factor_u$=	*Coincident* Factor is a multiplier to account for Demand Diversity of each specific usage group *u*.

Energy (kWh)

$$kWh\ Savings_{Lighting} = \sum_u [Connected\ kW\ Savings_u \times Burn\ Hours]_{t,u}$$

where:

$kW\ Savings_u$ =	kilowatt savings realized during the post-installation time for usage group *u*
Burn Hours =	number of operating hours during the time period *t* for the usage group *u*

The expected measured savings for this FIM are as follows, at the rates and escalations as noted in Article 2, Section IV.

FIM ID	Measured Benefits		
	Electric Consumption	Electric Demand	Natural Gas
FIM-1	5,561,769 kWh	1,865 kW	0 Therms

Refer to FIM-1 Appendix LED Lighting Upgrades (electronic attachment) for the detailed expected savings calculations for FIM-1.

FIM-2: Water Conservation

Option A: Measurement and Verification Plan for Domestic Water Conservation

The savings for this FIM will be verified using IPMVP Core Concepts, EVO 10000 -1:2016, Option A, Retrofit Isolation with Key Parameter Measurement. The savings for this FIM are generated through a reduction in water used by the domestic water systems (and the associated water heating fuel for hot water savings), therefore, the measurement boundary is the domestic water systems.

Key Parameter	Measurement Frequency	Measurement Description
Pre- and Post-retrofit Fixture gallons/flush gallons/minute	One-Time	**Pre-retrofit & Post-retrofit** A statistically valid sampling of domestic plumbing fixtures under a 90/20 sampling plan – assuming a coefficient of variance of 0.5 was determined prior to conducting formal measurement and verification in both, baseline conducted between 9/9/2025 and 9/11/2025 and post-installation measurements as follow: **TOILETS & URINALS** Wet-vac Method – used for formal M&V documentation. • This method involves plugging the toilet/urinal trap way with an inflatable rubber test ball and vacuuming existing water out of fixture to be discarded. The fixture is then flushed and again, water is vacuumed out of the fixture and transferred to a calibrated bucket to verify flush volume. The weight is then documented as well for an accurate determination of flush volume by utilizing the conversion factor of 8.33 lbs per gallon. **FAUCETS** Calibrated Flow Bag Method • A calibrated flow bag is used to determine the flow rate of a fixture. The bag is designed to capture a 5 second flow of water from an open-source water end-use, with volumetric markings on the bag that essentially convert the volume collected in the bag over a 5 second sampling into a gallon per minute flow rate. Volume Conversion Method • A fixed volume sample of water is obtained, and a stopwatch is used to determine the amount of time required to fill the fixed volume. The flow rate is then obtained utilizing the following formula: Flow rate (gpm) = Fixed volume (gallons) / time to fill (seconds) X 60 (seconds/min)

Estimated Parameters	Assumed Value	Justification, Source and Description
Population	Refer to the table below	The population is agreed to be as shown in the table below. The population counts are based on data provided by the Customer. These values will not be measured.
Usage Factors	Refer to Usage Parameters below	The usage factors are shown below.
Domestic Hot Water Equipment Efficiency	98% system efficiency for electric DHW heaters.	The efficiency of the hot water heating equipment is based on typical boiler efficiencies and site surveys conducted and will not be measured.
Sink (Faucet) $Temp_{hot}$	74 F	The lavatory hot water temperature is the estimated temperature used at this fixture type and will not be measured.
Kitchen $Temp_{hot}$	85 F	The kitchen sink/general purpose sink hot water temperature is the estimated temperature used at this fixture type and will not be measured.
Inlet Water $Temp_{cold}$	74 F	The cold-water temperature is the estimated average annual ground water temperature.

The table below shows usage factors utilized:

Component Code	Description	Pre-retrofit average Usage by Fixture Category (gpf, gpm)
SFT-FV	Standard Flow Flush Valve Toilet	2.13
ULFT-FV	Ultra Low Flow Flush Valve Toilet	1.77
HET-FV	Ultra High Efficiency Flow Flush Valve Toilet	1.33
UHET-FV	High Efficiency Flow Flush Valve Toilet	1.32
ULFT-TT	Ultra Low Flow Tank Toilet	1.53
SFU-UR	Standard Flow Design Flush Rate (1.5+ gpf), Wash Down Floor Discharge, Top Spud, Xtra Large Footprint, Sloan Diaphragm, Exposed, Manual Actuator, 3/4", 9" Vacuum Breaker Tube Length	1.16
ULFU-UR	Ultra Low Flow Urinal	0.99
UHEU-UR	Ultra High Efficiency Urinal, Wash Down Rear Discharge, Top Spud, Xtra Large Footprint, Zurn Diaphragm, Exposed, Manual Actuator, 3/4", 9" Vacuum Breaker Tube Length	0.29
LAV	Lavatory Faucet	2.24
HE-LAV	High Efficiency Lavatory Faucet, Flush Mount, Single Hole, Spray	0.48
GP	General Purpose/Kitchenette Faucet	2.38
HE-GP	High Efficiency General Purpose Faucet, Flush Mount, 8" Centerset, Aerator	0.54

The table below shows the Population demographics and Usage factors by Site:

Building Names	Population Categories:	Average hourly population	Population % that is male	Female population	Male population	Average hours per day occupied	Average days per year occupied
Annabel C. Perry PreK-8	Teachers / Staff	39	15%	33	6	8	200
	Students	387	50%	193	194	7	180
Apollo MS	Teachers / Staff	115	25%	86	29	8	200
	Students	1145	55%	515	630	7	180
Attucks MS	Teachers / Staff	64	25%	48	16	8	200
	Students	637	52%	308	329	7	180
Bair MS	Teachers / Staff	71	25%	53	18	8	200
	Students	705	56%	309	396	7	180
Coral Glades HS	Teachers / Staff	286	35%	186	100	8	200
	Students	2860	50%	1425	1435	7	180
Croissant Park ES	Teachers / Staff	68	15%	58	10	8	200
	Students	673	53%	315	358	7	180
Crystal Lake MS	Teachers / Staff	94	25%	71	24	8	200
	Students	931	53%	435	496	7	180
Cypress Bay HS	Teachers / Staff	459	35%	298	161	8	200
	Students	4585	51%	2265	2320	7	180
Dave Thomas West Center	Teachers / Staff	55	15%	47	8	8	200
	Students	542	55%	244	298	7	180
Falcon Cove MS	Teachers / Staff	210	25%	158	53	8	200
	Students	2098	53%	980	1118	7	180
Lakeside ES	Teachers / Staff	50	15%	43	8	8	200
	Students	499	55%	224	275	7	180
Lauderhill 6-12	Teachers / Staff	72	25%	54	18	8	200
	Students	711	52%	343	368	7	180
Miramar HS	Teachers / Staff	197	35%	128	69	8	200
	Students	1965	53%	926	1039	7	180
Nova MS	Teachers / Staff	131	25%	98	33	8	200

Building Names	Population Categories:	Average hourly population	Population % that is male	Female population	Male population	Average hours per day occupied	Average days per year occupied
	Students	1304	48%	677	627	7	180
Piper HS	Teachers / Staff	227	35%	148	79	8	200
	Students	2266	51%	1103	1163	7	180
Pompano Beach HS	Teachers / Staff	133	35%	86	47	8	200
	Students	1326	50%	665	661	7	180
Riverland ES	Teachers / Staff	50	15%	43	8	8	200
	Students	497	52%	237	260	7	180
Seagull School	Teachers / Staff	14	25%	11	4	8	200
	Students	137	47%	72	65	7	180
Virginia S. Young Montessori	Teachers / Staff	69	15%	59	10	8	200
	Students	687	49%	351	336	7	180
Wingate Oaks Ctr	Teachers / Staff	9	15%	8	1	8	200
	Students	87	70%	26	61	7	180

Maximum Usage Factor	Description	Value
Women - Toilet uses per hour	Once per 2 hours, per AWWARF publications	0.5
Men - Toilet/Urinal uses per hour	Once per 2 hours, per AWWARF publications	0.5
Men - % of time toilets used	25%, per AWWARF publications	0.25
Men - % of time urinals used	75%, per AWWARF publications	0.75
Lavatory Use - Non Residential minutes used per flush	6 seconds per flush average, per AWWARF publications	0.1
Kitchen Faucet Use - Non Residential minutes used per day	2 minutes per day, per AWWARF publications	2

AWWARF – American Waters Works Association Research Foundation. 2000 Commercial and Institutional End Uses of Water. Denver, CO.

Complete water savings calculations can also be found in FIM-2 Appendix

Performance Period M&V Activities:

- Onsite visual Inspections in random samples of approximately 5% (maximum) of this FIM's Scope of Work annually in no more than five affected schools per year to verify operating conditions.
- Review and inspect O&M Records provided by customer during each performance year.
- Review and verify product specifications for replaced equipment during the project's guarantee period.
- Update annual savings calculations and reconciliation in annual M&V value report.

Equations for Calculating Savings

Spreadsheet based calculations were developed to simulate pre- and post-retrofit performance of this FIM. Equipment nameplate and manufacturer information, as well as short-term measurements, were used to calculate pre-retrofit system performance. Post-FIM manufacturer data and control parameters were input into the calculation to estimate post-FIM consumption.

The water and energy savings for this FIM are estimated by the following formulae:

Water Scope Savings Calculation

Water Savings

Water Reduction $= \sum_{type}$ [(Usage Rate$_{baseline}$ - Usage Rate$_{post}$) x AAUF$_{type}$ x Quantity$_{type}$] / 1000
where:

Water Reduction =	water savings realized in kilogallons (kGal). These savings will result in water and sewer dollars saved.
Usage Rate$_{baseline}$ =	baseline fixture use rate in gpm or gpf
Usage Rate$_{post}$ =	post installation fixture use rate in gpm or gpf
AAUF =	average annual use per fixture; faucets in minutes per year toilets or urinals in flushes per year
Quantity =	quantity of affected fixtures

Hot Water Heating Fuel Project Benefits

Energy Reduction = Water Reduction 1000 gal/kGal x (Temp$_{hot}$ - Temp$_{cold}$) x Specific Heat$_{H2O}$ x Density$_{H2O}$ x Source Conversion / Efficiency
where:

Energy Reduction =	fuel savings (units vary)
Water Reduction=	water savings in kGal
Temp$_{hot}$ =	average hot water usage temperature
Temp$_{cold}$ =	average cold-water temperature
Specific Heat =	1 Btu / (lbm) (°F) for water
Density$_{H2O}$	8.34 lbm/gal
Source Conversion	Electric: 1 kWh/3412 Btu NG: 1 Therm/100000Btu
Efficiency =	Water heating efficiency expressed as a fraction
Electric Efficiency =	98%

The expected savings for this FIM are as follows, at the rates and escalations as noted in Article 2, Section IV.

FIM ID	Measured Benefits			
	Electric Consumption	Electric Demand	Natural Gas	Water
FIM-2	57,405 kWh	0 kW	0 Therms	6,692 kgal.

Refer to FIM-2 Appendix for the detailed expected savings calculations for FIM-2.

Description of Measurement and Verification Methodologies by FIMs:

FIM-3: Compactors

Option A: Measurement and Verification Plan for Compactors (Waste Management)

The savings associated with this FIM will be verified using IPMVP Core Concepts, EVO 10000 -1:2016, Option A, Retrofit Isolation with Key Parameter Measurement. The savings for this FIM are generated through a reduction in waste management costs by the utilization of trash compactors; therefore, the measurement boundary is the trash compactor system itself.

Key Parameter	Measurement Frequency	Measurement Description
Pre- and Post-retrofit Waste Disposal Cost ($)	One-time, Pre-retrofit & Ongoing (monthly), post-retrofit	The pre-retrofit waste disposal costs have been analyzed using pre-retrofit billing data provided by customer during the Phase 5 Development audit phase. Details provided on the table below. The post-retrofit waste disposal cost of the impacted sites will be provided by customer from monthly billing data (invoice copies). The savings will be calculated according to methodology described below under ***verified compactor savings*** approach. Annualized savings per site will be determined and reported annually.
Pre- and Post-retrofit Waste Pick up frequency (number of pickups per month)	One-time, Pre-retrofit & Ongoing (monthly), post-retrofit	The pre-retrofit waste pick up frequency has been analyzed with customer collaboration using pre-retrofit billing data provided by customer during the Phase 5 Development audit phase. Details provided on the table below. Baseline (pre-retrofit) waste pick up frequency per site was set and agreed with customer and will not be measured. Details provided on the table below. The post-retrofit waste pick up frequency of the impacted sites will be provided by customer from monthly billing data (invoice copies) for each month for the Performance Period. The impact on post-retrofit ECM operation (respect to monthly frequency) on verified savings will be accounted for according to methodology described below under ***verified compactor savings*** approach. Annualized savings per site will be determined and reported annually.
Pre- and Post-retrofit Waste Picked up Tonnage (tons) per month)	One-time, Pre-retrofit & Ongoing (monthly), post-retrofit	The pre-retrofit waste picked up tonnage has been analyzed with customer collaboration using pre-retrofit billing data provided by customer during the Phase 5 Development audit phase. Details provided on the table below. Baseline (pre-retrofit) waste picked up tonnage per site was set as *Standard Monthly Solid Waste (Tons)* and agreed with customer and will not be measured. Details provided on the table below. The post-retrofit waste picked up tonnage of the impacted sites will be provided by customer from monthly billing data (invoice copies) for each month for the Performance Period. The impact on post-retrofit ECM operation (respect to monthly compacted tons picked up and disposed) on verified savings will be accounted for according to methodology described below under ***verified compactor savings*** approach. Annualized savings per site will be determined and reported annually.

Key Parameter	Measurement Frequency	Measurement Description
Estimated Parameter	**Assumed Value**	**Justification, Source and Description**
Student Count	Refer to the table below	The pre-retrofit and post-retrofit Student Count per impacted site have been analyzed with customer collaboration using defined values with local customer interview as source of data during the Phase 5 Development audit phase. Details provided on the table below. Significant deviation in total student count during Performance Period years may have an impact on post-retrofit ECM operation (respect to monthly compacted tons picked up and disposed and/or monthly waste pick up frequency). Such deviation in Student count per site and its effects in ECM Key Parameters will not produce a savings shortfall. Savings adjustments will be determined and reported annually, if applicable.
Operational Factors (various)	Refer to the table below	Several Operational factors have been analyzed with customer collaboration using historical data from impacted sites, other sites using trash compactors, and calculated values with local customer interview or direct input data provided as source of data during the Phase 5 Development audit phase. Details provided on the table below. These Operational factors will not be measured. Significant deviation in these operational factors during Performance Period years may have an impact on post-retrofit ECM operation (respect to monthly compacted tons picked up and disposed and/or monthly waste pick up frequency). Such deviation in Operational factors per site and its effects in ECM Key Parameters will not produce a savings shortfall. Savings adjustments will be determined and reported annually, if applicable.

Performance Period M&V Activities:

- Onsite visual Inspections in random samples of two (2) sites (maximum) of this FIM's Scope of Work annually in affected schools per year to verify operating conditions.
- Review and inspect O&M Records provided by customer during each performance year.
- Collect actual monthly trash disposal invoices data (provided by customer) per ECM-site, including total monthly disposal cost $ (including breakdown line items), actual disposed waste tonnage billed per site under ECM, and waste pick up frequency.
- Quarterly review and feedback to BCPS on actual Operational ECM observations (compared to corresponding ECM Site Baseline levels in tonnage and frequency observed post-retrofit) (4x/yr)
- Compute Total Annual Trash Disposal Cost Savings per equations and methodology described under **Equations for verified compactors savings during Performance Period** shown below.
- Update annual savings calculations and reconciliation in annual M&V value report.

Equations for Calculating Estimated Savings

Spreadsheet based calculations were developed to simulate pre- and post-retrofit performance of this FIM. Operational and historical information, as well as short-term measurements, were used to calculate pre-retrofit system performance. Post-retrofit FIM parameters were input into the calculation to estimate post-FIM expected costs.

The table below shows the existing Waste disposal operations, demographics and usage factors by Site:

Existing Waste Disposal Data

School Name	Existing Dumpster Weekly Frequency	Student Count	Average Meals Served per Day	Existing SOMAT Machine	Summer School (Yes/No)
Attucks MS	1-2yd/5 days/week 1-8yd/5 days/week	637	640	Yes	Yes
Bair MS	1-2yd/5 days/week 1-6yd/5 days/week	705	693	Yes	Yes
Croissant Park ES	1-2yd/5 days/week 1-8yd/5 days/week	673	728	Yes	Yes
Falcon Cove MS	1-2yd/5 days/week 1-8yd/5 days/week 1-8yd/3 days/week	2098	1087	Yes	No
Lakeside ES	1-2yd/5 days/week 1-6yd/5 days/week	499	409	Yes	Yes
Lauderhill 6-12	1-2yd/5 days/week 1-8yd/5 days/week	430	637	Yes	Yes

School Name	Full Month Dumpster Cost (August to May)[1]	Solid Waste June Cost Factor (% of Full Month)[2]	Solid Waste July Cost Factor (%of Full Month)[2]	Average Monthly Service Usage (%)	Pre-retrofit Annual Existing Waste Disposal Cost (Base Year)	Pre-retrofit Annual Existing Waste Disposal Cost (Year 1)[3]
Attucks MS	$1,680	49.6%	16.0%	80.5%	$16,222	$16,628
Bair MS	$4,311	100.0%	15.1%	84.6%	$43,765	$44,859
Croissant Park ES	$1,616	65.9%	36.0%	83.5%	$16,190	$16,595
Falcon Cove MS	$7,565	0.0%	0.0%	75.0%	$68,085	$69,787
Lakeside ES	$3,914	115.1%	46.0%	88.4%	$41,532	$42,570
Lauderhill 6-12	$3,808	60.1%	18.3%	81.5%	$37,260	$38,192
					$223,054	**$228,630**

[1]Full Month Dumpster Cost provided by Broward School District Environmental Conservation/Utility Management group. Full month is defined as 20 school days.
[2]Summer solid waste cost factor provided by Broward School District Environmental Conservation/Utility Management group
[3]Year 1 values above carry 2.5% escalation from Base Year Cost

The waste disposal savings for this FIM are estimated by the following formulae:

$$Existing\ Annual\ Dumpster\ Cost\ (\$) = (Full\ Month\ Dumpster\ Cost\ (\$) * Average\ Monthly\ Service\ Usage\ (\%) * 12\ Months)$$

$$Full\ Month\ Dumpster\ Cost\ (\$) = Provided\ by\ Broward\ County\ Schools\ per\ School$$

$$Average\ Monthly\ Service\ Usage\ (\%) = (\sum Monthly\ Usage\ (per\ Tables\ below))/12$$

Month	Monthly Usage (%)	Month Description Notes
Jan	75%	New Year Break
Feb	100%	
Mar	75%	Spring Break
Apr	100%	
May	100%	
Jun	June Usage	By School (See Table Above)
Jul	July Usage	By School (See Table Above)
Aug	100%	
Sep	100%	
Oct	100%	
Nov	75%	Thanksgiving Break
Dec	75%	December Break

Proposed (post-retrofit) Waste Disposal Operational Data

School Name	Students per Ton per Full Month*	Proposed Compactor Monthly Pickups	Proposed Full Month Solid Waste (Tons)	Total Monthly Haul Costs ($)	Full Month Solid Waste Ton Costs ($)	Proposed (post-retrofit) Annual Compactor Waste Disposal Cost (Base Year)	Proposed (post-retrofit) Annual Compactor Waste Disposal Cost (Year 1)
Attucks MS	106.4	1	5.99	$200	$408	$5,869	$6,016
Bair MS	106.4	1	6.63	$431	$580	$10,259	$10,515
Croissant Park ES	106.4	1	6.35	$200	$433	$6,337	$6,495
Falcon Cove MS	106.4	2	19.72	$1,163	$2,329	$31,432	$32,218
Lakeside ES	106.4	1	4.71	$457	$674	$11,996	$12,296
Lauderhill 6-12	106.4	1	4.06	$741	$274	$9,929	$10,177
TOTAL						**$75,823**	**$77,718**

$$\text{Proposed Annual Compactor Waste Disposal Cost (\$)}$$
$$= \Big(\text{Proposed Compactor Monthly Pickups}$$
$$* \text{Compactor per Haul Charge Cost} \left(\frac{\$}{\text{Haul}}\right)$$
$$+ \Big(\text{Proposed Full Month Solid Waste (Tons/Month)}$$
$$* \text{Compactor per Ton Cost} \left(\frac{\$}{\text{Ton}}\right) * \text{Average Monthly Service Usage (\%)} \Big) \Big)$$
$$* 12 \text{ Months}$$

$$\frac{\text{Students per Ton}}{\text{Full Month}} = \left(\frac{\text{Students per Ton}}{\text{School Day}}\right) * \left(\frac{20 \text{ School Days}}{\text{Full Month}}\right)$$

$$\text{Proposed Full Month Solid Waste (Tons/Month)} = \left(\frac{\text{Student Count}}{\frac{\text{Students per Ton}}{\text{Full Month}}}\right)$$

1) Average Monthly Service Usage (%) is the same value as existing.
2) Compactor Per Haul Charge and Compactor per Ton Cost are provided in Section 4 Compactor Hauling Charge (Base Rates)
3) Average of Students per Ton per School Day was developed from the Broward School district EnergyCap utility database provided by Broward School District Environmental Conservation/Utility Management group.
   a) This data can be found in FIM-3 Appendix

$$\text{Compactor Waste Disposal Savings (\$)}$$
$$= \text{Existing Annual Dumpster Cost (\$)}$$
$$- \text{Proposed Annual Compactor Waste Disposal Cost (\$)}$$

Equations for Verified Compactors Savings during Performance Period

Annually, the total verified compactors savings will be reconciled during the Performance Period according to the following:

Upon receiving from customer and analyzing actual post-retrofit operational data, Johnson Controls will evaluate the following factors for each site to determine any applicable adjustments in the school operation where there is noted increased post-retrofit waste management operational data compared to the baseline levels.

$$Annual\ verified\ compactor\ savings\ (\$) = Annual\ Baseline\ Dumpster\ Cost\ (\$) - Annual\ adjusted\ Post-retrofit\ Compactor\ Cost\ (\$)$$

Where:

Annual Baseline Dumpster Cost ($) corresponds to annual baseline Annual Existing Waste Disposal Cost (escalated to corresponding performance period Year in accordance with Section IV rates escalation) per definitions on table above.

$$Annual\ adjusted\ post-retrofit\ Compactor\ Cost\ (\$) = \sum_{i=1}^{12} Actual\ Compactor\ waste\ disposal\ cost\ i\ \textit{- (Annual Excess Pickup Cost + Annual Excess Disposal Cost)}$$

Where:
Actual Compactor waste disposal cost i is the corresponding monthly cost invoiced to each site including compactor pickups costs and tonnage disposal costs during the month i.

Annual Excess Pickup cost is the cost difference between Annual Actual Pickup Costs and (Proposed Compactor Monthly Pickups x Compactor per Haul Charge Cost) as shown on the table above for each respective site under ECM, escalated to corresponding performance period Year.

Annual Excess Disposal cost is the cost difference between Annual Actual Disposal costs and (Proposed full month solid waste (tons) x Compactor per Ton Cost ($/ton) x Average Monthly Service Usage (%) x 12) as shown on the table above for each respective site under ECM, escalated to corresponding performance period Year.

$$Annual\ ECM\ Waste\ disposal\ Cost\ Savings\ (\$) = \sum_{s=1}^{6} Sites\ i\ \ Annual\ verified\ Compactor\ Savings\ (\$)$$

Adjustments in costs savings due to excess costs post-retrofit may reflect normalization adjustments, based on variation respect to agreed-upon applicable Proposed (post-retrofit) Waste Disposal Operational Data. Operational post-retrofit deviations observed in the course of each performance period will be noted in the corresponding annual M&V report. Any operational third-party (service provider on waste disposal) increases in rate increases beyond annual ceiling escalation in accordance with Rates described in Section V, are factors for potential savings adjustments. Details on annualized post-retrofit factors including but not limited to total annualized pickup cost variations, total annualized tonnage disposal cost variation as effect from local operational changes beyond the proposed and agreed conditions in table above (such as increases in total annual pickup frequencies, increases in total annual site tonnage generation) will convey the corresponding annual savings adjustments in its annual reconciliation not incurring in a performance shortfall as effect of it.

If post-retrofit monthly data (including waste disposal invoices, costs, tonnage disposed, actual pickup frequency) required to convey the reconciliation, calculation and any operational adjustments associated with any ECM-site under scope is not provided or not available, in the ordinary course of system operation which shall be used and relied upon by Johnson Controls in connection with Project Benefit calculations, Johnson Controls will use commercially reasonable efforts to ensure the integrity of the data provided by Broward County Public Schools to calculate the required metrics. In the event data are lost due to equipment failure, power failure or other interruption in data collection, transmission or storage,

Johnson Controls will use reasonable engineering methods to estimate the impact of or replace the lost data.

During unforeseen events or times periods where post-retrofit monthly data is not captured by Broward County Public Schools internal systems and procedures, and data become unavailable on any site impacted by this ECM, Johnson Controls will utilize proposed estimated post-retrofit data points agreed in advance, in order to reconcile those times periods where actual post-retrofit data were not captured and consequently unavailable for benefits reconciliation, without incurring in any performance shortfall as effect of it. Estimated proposed post-benefits in such time periods will be deemed achieved for purposes of the Performance Guarantee reconciliation, accordingly.

The expected savings for this FIM are as follows, at the rates and escalations as noted in Article 2, Section IV.

FIM ID	Measured Benefits				
	Electric Consumption*	Electric Demand*	Natural Gas	Water*	Calculated Year 1 Waste Management Cost*
FIM-3	0 kWh	0 kW	0 Therms	0 kgal.	$150,912

(Y1 values above carry 2.5% escalation from Base Year rates)

Refer to FIM-3 Appendix for the detailed expected savings calculations for FIM-3.

*SOMAT machines on each ECM-site removed from operation as part of the ECM scope implementation (agreed-in-advance by customer) and its implications on expected O&M savings and water use reduction are described under non-measured benefits sections**.**

*Utilization of trash compactors operation and SOMAT machines operations utility units have been agreed in advance to be similar and cancelling each other due to addition/removal in these equipment categories under ECM scope. Net utility units' effects is deemed to be minimal and it's defined as negligent. Accordingly, it will not be measured nor calculated any impact on ECM Measured Benefits as noted in communications between Broward County Public Schools team and JCI Development team.

Non-Measured benefits associated with Total Annual O&M SOMAT Repair Cost Savings ($), Total Annual Compactor Maintenance Cost ($), Total Annual SOMAT Water use Cost Savings ($) are presented in the non-measured Benefits sections accordingly.

As part of the ECM implementation of trash compactors it is anticipated and previously discussed with customer collaboration and local customer interview as source of data during the Phase 5 Development audit phase, a maintenance cost allocation of $2,000 is expected to be covered by customer per site per year in order to address preventive and corrective maintenance for compactor equipment. These maintenance cost allocations will not be measured and are excluded from above-mentioned waste management cost benefits.

IV. BASELINE CALCULATIONS AND UTILITY RATES

The unit utility costs for the Baseline period are set forth below as “Base Utility Cost” and shall be used for all calculations made under this Schedule. The Base Utility Cost shall be escalated annually by the actual utility cost escalation, but such escalation shall be no less than the mutually agreed “floor” escalation rate of three percent (3.0%) for electric and water utility. Baseline utility consumptions/demand for electricity, natural gas, and water/sewer are based on the period of August 2024 through July 2025. Baseline utility costs are based on current utility rate structures. Compactor Hauling Charge (Base) Rates defined below correspond to rates provided by Broward School District Environmental Conservation/Utility Management group. For purposes of the annual performance guarantee reconciliation the Compactor Hauling Charge (Base) Rates will be escalated a minimum of 2.5% annually (for both pre-retrofit (baseline) costs and verified waste disposal post-retrofit costs reconciliation). Rate structures and analyses are included in the Utilities Appendix. Year 1 rates level corresponds to escalation of one (1) period from Base rates to account for utility escalation anticipated during the 16-month construction period.

Facility Name	Electric				
	kWh	$kWh	kW	$kW	Electric
Annabel C Perry PreK-8	1,347,120	$89,459	4,045	$55,040	$144,499
Apollo MS	2,447,040	$145,738	6,434	$110,309	$256,047
Attucks MS	3,074,160	$183,087	6,685	$114,612	$297,700
Bair MS	1,652,400	$109,732	4,837	$65,817	$175,549
Coral Glades HS	4,360,080	$259,673	11,050	$189,449	$449,121
Croissant Park ES	1,520,280	$100,958	4,435	$60,347	$161,305
Crystal Lake MS	2,496,330	$150,572	6,835	$114,324	$264,896
Cypress Bay HS	6,566,800	$396,092	16,292	$274,687	$670,778
Dave Thomas West Center	1,041,600	$62,910	3,735	$54,423	$117,333
Falcon Cove MS	3,740,880	$225,640	11,373	$191,458	$417,098
Lakeside ES	1,454,400	$86,620	4,972	$85,243	$171,863
Lauderhill 6-12	1,767,240	$105,251	5,558	$95,294	$200,545
Miramar HS	4,666,880	$277,945	11,952	$204,913	$482,858
Nova MS	5,051,548	$335,461	11,248	$153,047	$488,508
Piper HS	4,097,040	$247,122	10,626	$178,007	$425,129
Pompano Beach HS	3,152,000	$187,723	9,056	$155,262	$342,986
Riverland ES	1,222,440	$81,179	3,772	$51,326	$132,505
Seagull School	985,957	$65,475	3,244	$44,492	$109,967
Virginia S Young Montessori	1,097,760	$72,900	3,884	$52,850	$125,749
Wingate Oaks Ctr	1,233,240	$81,896	3,908	$53,176	$135,073
Totals	52,975,195	$3,265,433	143,941	$2,304,075	$5,569,508

Facility Name	Water/Sewer	
	kGal	Water Cost ($)
Annabel C Perry PreK-8	3,420	$44,905
Apollo MS	2,749	$53,806
Attucks MS	5,699	$111,540
Bair MS	2,479	$26,647
Coral Glades HS	5,038	$49,624
Croissant Park ES	2,862	$65,511
Crystal Lake MS	1,665	$18,182
Cypress Bay HS	2,919	$39,231
Dave Thomas West Center	2,848	$55,162
Falcon Cove MS	1,041	$13,991
Lakeside ES	1,037	$20,045
Lauderhill 6-12	2,574	$29,755
Miramar HS	5,704	$74,894
Nova MS	4,484	$73,888
Piper HS	6,308	$67,811
Pompano Beach HS	4,081	$31,832
Riverland ES	1,186	$27,148
Seagull School	418	$9,568
Virginia S Young Montessori	1,094	$25,042
Wingate Oaks Ctr	2,737	$29,888
Totals	60,342	$868,470

Electric (Base) Rates

Facility Name	$/kWh	$/kW	Source
Annabel C. Perry PreK-8	$0.0664	$13.61	SDTR-1A
Apollo MS	$0.0596	$17.14	SDTR-2A
Attucks MS	$0.0596	$17.14	SDTR-2A
Bair MS	$0.0664	$13.61	SDTR-1A
Coral Glades HS	$0.0596	$17.14	SDTR-2A
Croissant Park ES	$0.0664	$13.61	SDTR-1A
Crystal Lake MS	$0.0603	$16.73	GSLD-1/SDTR-1A
Cypress Bay HS	$0.0603	$16.86	SDTR-2A/GSD-1
Dave Thomas West Center	$0.0604	$14.57	GSDT-1
Falcon Cove MS	$0.0603	$16.83	GSLD-1/GSD-1
Lakeside ES	$0.0596	$17.14	SDTR-2A
Lauderhill 6-12	$0.0596	$17.14	SDTR-2A
Miramar HS	$0.0596	$17.14	SDTR-2A
Nova MS	$0.0664	$13.61	SDTR-1A
Piper HS	$0.0603	$16.75	SDTR-2A/SDTR-1A
Pompano Beach HS	$0.0596	$17.14	SDTR-2A
Riverland ES	$0.0664	$13.61	SDTR-1A
Seagull School	$0.0664	$13.72	SDTR-1A/GSD-1
Virginia S. Young Montessori	$0.0664	$13.61	SDTR-1A
Wingate Oaks Ctr	$0.0664	$13.61	SDTR-1A

**NOTE: Electric rates used per Florida Power & Light rates as of February 1, 2025.

Water/Sewer (Base) Rates

Facility Name	Water $/kGal	Sewer $/kGal	Total $/kGal	Source
Annabel C. Perry PreK-8	$5.76	$7.37	$13.13	City of Miramar; Commercial Rates
Apollo MS	$7.98	$11.59	$19.57	City of Hollywood - Inside City
Attucks MS	$7.98	$11.59	$19.57	City of Hollywood - Inside City
Bair MS	$5.67	$5.08	$10.75	City of Sunrise - Outside of City
Coral Glades HS	$4.79	$5.06	$9.85	City of Coral Springs; Top Tier
Croissant Park ES	$11.17	$11.72	$22.89	City of Fort Lauderdale; Commercial Rates
Crystal Lake MS	$5.44	$5.48	$10.92	Broward County; Water rate based on % of Actual Average Consumption: 0 - 75% = $5.44 (rate used), over 75%: $11.19
Cypress Bay HS	$7.09	$6.35	$13.44	City of Sunrise; Commercial Rates "Outside City"
Dave Thomas West Center	$8.61	$10.76	$19.37	City of Margate; Rates "Outside Margate" as the school is located south of Coconut Creek Pkwy
Falcon Cove MS	$7.09	$6.35	$13.44	City of Sunrise; Commercial Rates "Outside City"
Lakeside ES	$10.71	$8.62	$19.33	City of Pembroke Pines; Commercial Water Rate
Lauderhill 6-12	$6.64	$4.92	$11.56	City of Lauderhill; Commercial 150,001-300,000 gallons Tier
Miramar HS	$5.76	$7.37	$13.13	City of Miramar; Commercial Rates
Nova MS	$7.97	$8.51	$16.48	City of Davie; "Non-Residential, Commercial, & Institutional Classes" Rates
Piper HS	$5.67	$5.08	$10.75	City of Sunrise; Commercial Rates "In City"
Pompano Beach HS	$3.56	$4.24	$7.80	City of Pompano; Commercial Rates; Water rate is "Commodity Charge per 1,000 gallons" rather than $5.65 "Incremental Use Charge"
Riverland ES	$11.17	$11.72	$22.89	City of Fort Lauderdale; Commercial Rates
Seagull School	$11.17	$11.72	$22.89	City of Fort Lauderdale; Commercial Rates
Virginia S. Young Montessori	$11.17	$11.72	$22.89	City of Fort Lauderdale; Commercial Rates
Wingate Oaks Ctr	$5.44	$5.48	$10.92	Broward County; Water rate based on % of Actual Average Consumption: 0 - 75% = $5.44 (rate used), over 75%: $11.19

Compactor Hauling Charge (Base) Rates

School Name	Compactor Per Haul Charge ($/Pickup)	Compactor Per Ton Cost ($/ton)	Franchise Fee (%)	Compactor Hauler	City/County
Attucks MS	$153.50	$52.46	30%	Panzarella	Hollywood
Bair MS	$430.85	$87.50	0%	Republic	Sunrise
Croissant Park ES	$153.50	$52.46	30%	Panzarella	Ft. Lauderdale
Falcon Cove MS	$430.85	$87.50	35%	Republic	Weston
Lakeside ES	$457.05	$143.07	0%	Waste Pro	Pembroke Pines
Lauderhill 6-12	$741.20	$67.43	0%	Waste Management	Lauderhill

V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT

Pre-Retrofit Facility/Area and Post-Retrofit Facility/Area schedules (Burn Hours) are incorporated and documented in the LED Lighting Upgrades (electronic attachment) for the detailed expected savings calculations for FIM-1 Appendix.

VI. MEASUREMENT & VERIFICATION SERVICES

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

1. During the Installation Period, a JCI Performance Assurance Specialist will track Measured Project Benefits. JCI will report the Measured Project Benefits achieved during the Installation Period based on percent completions, as well as any Non-Measured Project Benefits applicable to the Installation Period, to Customer within 60 days of the commencement of the Guarantee Term.

2. Within 60 days of each anniversary of the commencement of the Guarantee Term, JCI will provide Customer with an annual report containing:

    A. an executive overview of the project's performance and Project Benefits achieved to date;

    B. a summary analysis of the Measured Project Benefits accounting; and

    C. depending on the M&V Option, a detailed analysis of the Measured Project Benefits calculations.

3. During the Guarantee Term, a JCI Performance Assurance Specialist will monitor the on-going performance of the Improvement Measures, as specified in this Agreement, to determine whether anticipated Measured Project Benefits are being achieved. In this regard, the Performance Assurance Specialist will periodically assist Customer, on-site or remotely, with respect to the following activities:

    A. advise Customer's designated personnel of any performance deficiencies based on such information;

    B. coordinate with Customer's designated personnel to address any performance deficiencies that affect the realization of Measured Project Benefits; and

    C. inform Customer of opportunities to further enhance project performance and of opportunities for the implementation of additional Improvement Measures.

4. For specified Improvement Measures, JCI will:

    A. conduct pre and post installation measurements required under this Agreement;

    B. confirm the building management system employs the control strategies and set points specified in this Agreement; and

    C. analyze actual as-built information and adjust the Baseline and/or Measured Project Benefits to conform to actual installation conditions (e.g., final lighting and water benefits calculations will be determined from the as-built information to reflect the actual mix of retrofits encountered during installation).

[END OF ARTICLE 2]

Article 3. CUSTOMER RESPONSIBILITIES

In order for JCI to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Customer shall be responsible for:

1. Providing JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services;
2. Providing for shut down and scheduling of affected locations during installation.
3. Providing timely reviews and approvals of design submissions, proposed change orders, and other project documents;
4. Providing a laydown space at one or two of Districts Maintenance sites for a total of seven (7) Conex Storage Boxes, for use as plumbing material storage during construction of FIM 2 Water Conservation.
5. Providing the following information with respect to the project and project site as soon as practicable following JCI's request:
    a. surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
    b. geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the project site;
    c. temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the project and enable JCI to perform the Work;
    d. a legal description of the project site;
    e. as-built and record drawings of any existing structures at the project site;
    f. electrical panel locations for any fixtures where permitting is required; and
    g. environmental studies, reports and impact statement describing the environmental conditions, including hazardous conditions or materials, in existence at the project site.
6. Securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable JCI to perform the Work;
7. Providing assistance to JCI in obtaining any permits, approvals, and licenses that are JCI's responsibility to obtain as set forth in Article 1;
8. Obtaining any permits, approvals, and licenses that are necessary for the performance of the Work and are not JCI's responsibility to obtain as set forth in Article 1;
9. Properly maintaining, and performing appropriate preventative maintenance on all equipment and building systems affecting the Assured Performance Guarantee. Maintenance should be done in accordance with manufacturers' standards and specifications. Ongoing services should be done in order to address preventive and corrective maintenance for compactor equipment.
10. Providing the utility bills, reports, and similar information reasonably necessary for administering JCI's obligations under the Assured Performance Guarantee within five (5) days of Customer receipt and/or generation or JCI's request therefore;
11. Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by JCI;
12. Providing and installing utility sub-meters on all new construction and/or additions built during the Guarantee Term as recommended by JCI or, alternatively, paying JCI's applicable fees for calculating necessary adjustments to the Assured Performance Guarantee as a result of the new construction;
13. Providing and maintaining a dedicated telephone line and/or TCP/IP remote connection to facilitate remote monitoring of relevant equipment;
14. Promptly notifying JCI of any change in use or condition described in Section III of Article 2 or any other matter that may impact the Assured Performance Guarantee; and
15. Taking all actions reasonably necessary to achieve the Non-Measured Project Benefits.
16. $50,000.00 of Customer controlled contigency is included in this contract price.

[END OF ARTICLE 3]

Article 4. PRICE AND PAYMENT TERMS

Customer shall make payments to JCI pursuant to this Article 4.

1. *Work*. The price to be paid by Customer for the Work shall be **$14,760,460**. Payments, (including payment for materials delivered to JCI and work performed on and off-site) shall be made to JCI based on Florida Prompt Statue 218.735 based on the below draw schedule. If work progresses at a quicker pace than projected, the draw schedule may be amended if mutually agreed. The schedule below is a representative of the current installation plan for this project.

Schedule		Total Draw
Construction Period	Down Payment	$3,690,115
	Month #1	$442,814
	Month #2	$1,180,837
	Month #3	$1,180,837
	Month #4	$1,476,046
	Month #5	$1,476,046
	Month #6	$1,476,046
	Month #7	$738,023
	Month #8	$590,418
	Month #9	$442,814
	Month #10	$442,814
	Month #11	$442,814
	Month #12	$442,814
	Month #13	$295,209
	Month #14	$295,209
	Month #15	$147,604

2. *M&V Services*. The total price for the fourth amendment of JCI's M&V Services, as detailed in Article 2, is $1,203,464.00 for the entire term. This amount will be paid to JCI in annual installments as indicated in the table below. These payments will be due and payable per Florida Prompt Payment Statute 218.735 when Customer receives JCI's invoice and in advance of the services JCI is to provide and shall be made throughout the Guarantee Term.

Performance Year	M&V Costs
Year 1	$64,706
Year 2	$66,647
Year 3	$68,647
Year 4	$70,706
Year 5	$72,827
Year 6	$75,012
Year 7	$77,263
Year 8	$79,580
Year 9	$81,968
Year 10	$84,427
Year 11	$86,960
Year 12	$89,568
Year 13	$92,255
Year 14	$95,023
Year 15	$97,874

[END OF ARTICLE 4]

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. HOWARD HEPBURN
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

January 28, 2026

TO: School Board Members

FROM: Mark D. Dorsett
Chief Operations Officer – *Task Assigned*

VIA: Dr. Howard Hepburn
Superintendent of Schools

Designee

SUBJECT: **REQUEST TO REVISE OO-1 - FY20-121 – GUARANTEED ENERGY PERFORMANCE CONTRACTING SERVICES, FOR THE FEBRUARY 10, 2026, REGULAR SCHOOL BOARD MEETING**

Attached is a revision for OO-1 - FY20-121 – Guaranteed Energy Performance Contracting Services for the February 10, 2026, Regular School Board Meeting.

Revised:

- Executive Summary

HH/MDD/AW:bm
Attachment(s)

c: Cabinet
Senior Leadership Team

For more information, please contact:
Name: Mark Dorsett
Title: Task Assigned, Chief Operations Officer
Phone: 754-321-4753

EXECUTIVE SUMMARY

Recommendation to Approve the Fourth Amendment
FY20-121 – Guaranteed Energy Performance Contracting Services

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Board Meeting Date: February 10, 2026

Requested Action:
Approve the Fourth Amendment to the Agreement between the School Board of Broward County, Florida (SBBC), and Johnson Controls, Inc. (JCI).

School Board Policy Requirement/Authority: Not Applicable

Statutory Requirement/Authority: Not Applicable

District-zone Impact: District-wide

Phase 5, 2025/2026					
School	**District**	**School**	**District**	**School**	**District**
Annabel C. Perry PreK-8	1	Cypress Bay HS	6	Piper HS	5
Apollo MS	1	Dave Thomas West Ctr	7	Pompano Beach HS	7
Attucks MS	1	Falcon Cove MS	6	Riverland ES	3
Bair MS	5	Lakeside ES	2	Seagull School	3
Coral Glades HS	4	Lauderhill 6-12	5	Virginia S. Young Mont.	3
Croissant Park ES	3	Miramar HS	2	Wingate Oaks Ctr	5
Crystal Lake MS	7	Nova MS	6		

Impact of the School Board's Vote:
- If the School Board votes "Yes": A Yes vote on this item initiates LED Lighting and plumbing upgrade projects at twenty (20) Schools, which results in a safer, enhanced, and environmentally greener student and teacher learning environment with guaranteed annual savings of over 1 million dollars annually to the District. In addition, six (6) of the twenty (20) schools will receive new trash compactors to reduce the refuse operational costs.
- If the School Board votes "No": A No vote on this item means that the existing fluorescent lighting, inefficient plumbing, and refuse collection systems will remain with no reductions in energy, water, or refuse cost or consumption.

Background/History
Energy Savings Performance Contracting is a proven, alternative procurement method that has been widely used for more than thirty (30) years, is recognized by the U.S. Department of Energy, and permits governmental agencies to enter into a guaranteed energy, water, or wastewater savings Agreement for a duration of more than one (1) year with vendors of guaranteed energy, water, or wastewater savings programs. These programs are financially guaranteed to achieve the projected savings by the Energy Service Company (ESCO), which reduces budget and operational risk to the District.

The objective of SBBC's Energy Performance Contract projects is to generate significant consumption reductions and cost savings in energy and water utilities by upgrading necessary infrastructure and safety features, including energy-efficient LED technologies and low-flow plumbing fixtures. Implementation of these upgrades also supports the environmental stewardship of the District.

Phase I (Pilot): (Approved by SBBC on May 19, 2020, for nine (9) Schools): Construction was completed in August 2021, with year-to-date verified savings of $1,334,733, which positively exceeded the guaranteed total Year-to-date savings by $902,712.

Phase II: (Approved by SBBC on December 14, 2021, for twenty-one (21) Schools): Construction was completed in September 2023 with verified savings of $1,399,073 (as of December 2024), which positively exceeded the guaranteed total savings by $512,318.

Phase III: (Approved by SBBC on June 13, 2023, for twenty-three (23) Schools): Construction was completed in August 2024 with a year-to-date verified savings of $1,487,142, which positively exceeded the guaranteed total Year-to-date savings by $498,155.

Phase IV: (Approved by SBBC on July 23, 2024, for thirty-one (31) Schools): Construction is in progress with an estimated completion date of February 2026 and estimated total annual project savings of over $1,000,000.

Agreement Term: May 19, 2020, through May 18, 2040; Fourth Amendment Term: 15 years; Emerging/Small/ Minority/Veteran/Women Business Enterprises: None

Alignment to 2027 Goals and Guardrails:
Business Operations

Measurable Outcome(s)/Return on Investment:
Approval of this amendment ensures continued progress toward energy efficiency, cost savings, and improved learning environments across the District. Phase V: Estimated total annual project savings is over $1,400,000 with a guaranteed performance period of fifteen (15) years.

Financial Impact, Funding Source & Budget Status:
The financial impact of this spending authority is $14,760,460. The annual capital equipment lease payments are included in the fiscal year 2026 District Educational Facilities Plan and are offset in the District's General Fund budget by the guaranteed utility savings. As a result, there is no net financial impact to the District.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
~~Agreement – original spending authority request~~	~~1/14/2020~~			~~$0~~	
~~First Amendment~~	~~12/14/2021~~			~~$0~~	
~~Second Amendment~~	~~6/13/2023~~			~~$0~~	
~~Third Amendment~~	~~4/16/2024~~	~~Yes~~		~~$544,316.74~~	
Fourth Amendment **Agreement – original spending authority request**	2/10/2026	Yes-DEFP	(FY25-26) CAPITAL (TRANSFER To General Fund) Fund: 11**60** **Functional Area: 7420000000000000 Fund Center: 2220097031**	14,760,460	**180**
Total Agreement Amount				**$14,760,460**	**180**

The financial impact amount represents an estimated Agreement value; however, the authorized amount will not exceed the estimated Agreement award amount.

Multi-year agreement: Yes/No
Yes. This Agreement is for a maximum of twenty (20) years, with a specific term of the loan being fifteen (15) years.
Agreement Term: May 19, 2020, through May 18, 2040; Fourth Amendment Term: 15 years; Emerging/Small/ Minority/Veteran/Women Business Enterprises: None.

Procurement Method:
Due to the positive success and impact of Phases I to IV, the District opted to unanimously approve the next Phases of services for one hundred additional District Schools (100) in Fiscal Year (FY) 2025/2026 through FY2029/2030. The Project Development Agreement (PDA) for Phases V through IX, to evaluate one hundred (100) locations, twenty (20 per phase/year), was approved by the School Board on August 19, 2025, as Item OO-18.

Impact on Schools:
Installation of the LED lighting systems directly enhances the student learning and staff working environment and reduces lighting heat output, affecting Heating, Ventilation, and Air Conditioning operation and indoor environmental quality. Upgrades to the plumbing systems reduce gallons per flush and gallons per minute; new trash compactors reduce trash pickup frequency and promote a cleaner area. All projects result in a reduction in consumption/usage and utility costs, which allows funds to be allocated in other areas in support of schools.

If there is an impact on schools, how will schools be selected/prioritized:
Schools throughout the District are considered for evaluation based on historical knowledge of existing inefficient lighting fixtures as identified by Physical Plant Operations (PPO), Facilities Condition Assessments, and fire or safety-related inspections. Any planned projects from other Departments or Programs are reviewed and considered for inclusion in the Performance Contracting program.

Stakeholder Engagement/ End-User Input:
PPO, Office of Capital Programs, Food & Nutrition Services, School Principals, and Head Facilities Service Persons participated in the process of selecting and prioritizing schools based on identified needs, such as aging or inadequate lighting and high refuse costs.

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
The expected life/replacement cycle is twenty years (20) years.

Additional Backup:
Energy Savings Performance Contracting (ESPC) initiatives—such as LED lighting upgrades—have significantly improved the learning environment across Broward County Public Schools. These enhancements have delivered measurable benefits in safety, energy efficiency, and sustainability, earning strong praise from school leaders and staff. Below are representative testimonials from multiple campuses and project phases:

William Dandy Middle School (Phase I) **July 6, 2021**
"As a result of William Dandy Middle School being selected for the Phase 1 Program for Infrastructure Upgrades, our school has benefited from modernized lighting systems installed throughout the campus. This has resulted in a safer school environment that is now more energy-efficient and sustainable for students and staff."
— **John W. Battle III, Assistant Principal**

Pines Lakes Elementary School (Phase I) **April 1, 2024**
"Pines Lakes Elementary has been the recipient of a multi-phase project for energy improvements to upgrade lighting and water conservation. As Principal, I am proud to support the District's application for the U.S. Department of Energy's Efficient and Healthy Schools Campaign. Our district is leading the way in energy-efficient schools, and I can attest to the success of its implementation. This project improved safety and provided a more conducive learning environment for over 500 students and staff."
"Our school is one of the older campuses in the District. When I became Principal eleven years ago, I noticed the impact of outdated lighting and plumbing on students and staff. While we worked hard to improve efficiency through educational activities, the greatest impact has come from this energy efficiency project. I am extremely grateful for that."
"Mr. Eric Jackson, Head Facilities Service Person, shared that he and his team have noticed a reduction in maintenance needs since the project began."
— **Susan F. Sasse, Principal**

Blanche Ely High School (Phase II) **May 5, 2023**

"Nighttime security and safety have improved significantly with all exterior lights now operational, as well as classroom instruction with every fixture lit in every room. Thank you and your team for a job well done!"

— **Michael Crehan, Head Facilities Serviceperson**

Walker Elementary School (Phase II) **March 1, 2023**

"Good day, Ms. Puma. I hope all is well. Last year, your team completed lighting and plumbing upgrades for Walker Elementary School. Were these upgrades a district-wide initiative? I am now the Principal at Wilton Manors and wanted to know if the school is scheduled for similar upgrades. I have some safety concerns with lighting and want to make sure we are conserving water and energy usage. Your help with this matter would be greatly appreciated."

— **Tauri J. Eligon, Principal**

Whiddon Rogers Education Center (Phase III) **February 20, 2024**

"I have noticed the phenomenal difference in our campus lighting. This project was definitely needed and long overdue. Thank you for all you have done!"

— **Wylie L. Howard Jr., Principal**

Silver Lakes Middle School (Phase III) **October 27, 2023**

"This is amazing. It is the talk of the school among students and staff. I truly appreciate the professionalism and quality work of the crew."

— **Errol Evans, Principal**

"The media center and hallways look great! These new lights make a big difference in the aesthetics of the campus. Thank you."

— **Armando Alejo, Assistant Principal**

Taravella High School (Phase IV) **March 13, 2024**

"We are excited about the improvements to our school's lighting."

— **Mary DeArmas, Principal**

Nob Hill Elementary School (Phase IV) **March 13, 2024**

"Several schools mentioned they are thrilled with the updates, and I am too!"

— **Rose Marie DeFalco, Head Facilities Serviceperson**

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-2.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

FY21-138 - Program Manager – Cost and Program Controls

REQUESTED ACTION:

Approve the Third Amendment to the Agreement between The School Board of Broward County, Florida, (SBBC), and AtkinsRealis USA, Inc. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Third Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Third Amendment
- Evaluation

FINANCIAL IMPACT:

$12,495,751; New Total Award Amount: $13,830,751. The financial impact of this item is $1,335,000. Funding is included in the FY 2026 District Educational Facilities Plan.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Mark D. Dorsett	Phone:	754-321-4753

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jan 27, 2026

Electronic Signature

Approved in Open Board Meeting On: February 10, 2026

By: School Board Chair

Form $4189 Revised 7/24
HH/JJS

For more information, please contact:
Name: Mark Dorsett
Title: Task Assigned, Chief Operations Officer
Phone: 754-321-4753

Executive Summary

Recommendation to Approve Third Amendment and 180-Day Extension
FY21-138 - Program Manager – Cost and Program Controls

Board Meeting Date: February 10, 2026

Recommended Action:
Approve the Third Amendment to the Agreement between The School Board of Broward County, Florida, (SBBC), and AtkinsRealis USA, Inc.

School Board Policy Requirement/Authority: School Board Policy 3800.

Statutory Requirement/Authority: Not Applicable

District-Zone Impact: District-wide

Impact of the School Board's Vote:
- If the School Board votes "Yes": A 180-day extension is required to ensure continuity of services while the new Request for Proposal (RFP) solicitation is underway. It will enable the seamless and uninterrupted management of costs and program controls for the District's Capital Program.
- If the School Board votes "No": The lack of Cost and Program Controls would impact financial oversight of Capital projects, increasing the risk of budget overruns, inaccurate reporting, delay in workflow processing and training, and financial closeout of projects, reducing the departments' ability to manage the remaining projects cost-effectively.

Background/History
On January 20, 2021, SBBC and Atkins North America, Inc. (collectively, the "Parties") entered into an Agreement for the provision of Cost and Program Controls Management Services (the "Agreement"). The initial term of the Agreement was for three (3) years, commencing on March 16, 2021, ending on March 16, 2024, and upon mutual agreement of the Parties, may be extended for two (2) additional, one (1) year renewal periods, and if needed, extended one hundred eighty days (180) beyond the expiration date of either of the renewal periods, which is being authorized by this action.

On October 12, 2023, Atkins North America, Inc. legally changed its name to AtkinsRéalis USA, Inc. ("Atkins" or "Vendor"). On February 21, 2024, SBBC approved the First Amendment to the Agreement in which the Parties exercised the first of two (2) potential, one (1) year renewal periods, which extended the term of the Agreement through March 16, 2025. On February 19, 2025, SBBC approved the Second Amendment to the Agreement in which the Parties exercised the second of two (2) potential, one (1) year renewal periods, which extended the term of the Agreement through March 16, 2026.

Presently, the Parties mutually desire to exercise the one hundred eighty-day (180) extension of the term of the Agreement through September 12, 2026.

In order to maintain the facility and operational needs of District schools, the District must continue to manage the Capital projects of its schools as a consistent program. The Cost and Program Control Manager (CPCM) role manages all control systems for all Capital Projects (formally SMART) as proposed in the 2014 General Obligation Bond (GOB) referendum. In managing the District's control system, the CPCM serves as the District's representative, actively identifying and resolving issues. When issues cannot be determined or resolved by the CPCM, it is their responsibility as the manager of controls to present options to the Office of Capital Programs (OCP) for review and guidance.

Atkins delivers a comprehensive SMART Program Monthly Report, providing an authoritative record of program financials, budgets, actuals, forecasts, cash flow, and commitments from inception through completion. The report also tracks project phases, change orders, forecasted costs, vendor performance, average construction invoice cycle times, schedule variance from baseline, project closeouts, and other key program metrics.

Atkins conducts a Quarterly Risk Assessment, reviewing risks, trends, and financial exposures with the Capital Budget team to ensure informed Capital Reserve allocation decisions. Atkins oversees all program budgets by reviewing and validating new commitment and budget change requests, reconciling discrepancies with OCP staff, and ensuring that all financial data is accurately recorded and aligned in SAP. This process supports proper financial tracking throughout each project and enables accurate, auditable closeout upon completion.

Atkins also oversees Schedule and System Management as the administrator of e-Builder, providing monthly new-user training for internal AECOM and BCPS staff, as well as external licensed users (architects, engineers, and contractors), and ensuring proper workflow compliance and system use across the program.

Specific workflow training is also provided. Regular updates to published workflow instruction guides and periodic "Training Tip" email blasts are maintained. Atkins continues to provide Trimble (formerly e-Builder) technical support for all active modules via email, Teams, phone, and live support. For internal users, Atkins assists in navigating the controls within the e-Builder workflows. Atkins ensures material and tax savings are correctly entered, along with supporting documentation, on every Direct Owner Purchase request.

Another key aspect of Atkins' support is the management of e-Builder processes. They provide on-demand development of workflow processes. As projects advance toward completion, Atkins has played a crucial role in creating and implementing new workflows to meet the program's evolving needs, such as cure notices, claims management, purchase order closeout, and project closeout. In addition to development, Atkins maintains all SBBC e-Builder processes. Requests for updates to existing workflows are thoroughly vetted and analyzed, and if deemed necessary, are typically implemented within the same day. There can be multiple weekly process updates to address technical issues and ensure continuous process improvements. The output files are consistently updated to meet SBBC requirements throughout all leadership and organizational changes.

Atkins ensures the integrity of project details by maintaining all Capital projects within the system. This involves promptly updating each project with any changes in program personnel, role reassignments, phases, delivery methods, funding sources, and more. These updates must be completed swiftly to ensure workflow processes continue to move to the correct staff. Additionally, daily administrative reports are reviewed to confirm that workflows are operating smoothly without technical issues.

Agreement Term: March 17, 2026, through September 16, 2026; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

Alignment to 2027 Goals and Guardrails:
Business Operations

Measurable Outcome(s)/Return on Investment:
Approval of this item will ensure the seamless continuation of the cost and controls management of the District's Capital Program.

Financial Impact, Funding Source & Budget Status:
Second Amended Agreement Amount: $12,495,751; New Total Award Amount: $13,830,751. The financial impact of this item is $1,335,000. Funding is included in the FY 2026 District Educational Facilities Plan.

ACTION	BOARD DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Agreement - original spending authority request	1/20/2021	Yes	Capital Reserve	$8,527,429	36
First Amendment/Renewal – additional spending authority	2/21/2024	Yes	Capital Reserve	$872,322	12
Second Amendment/Renewal – additional spending authority	2/19/2025	Yes	District Educational Facilities Plan – Fund: 7920	$3,096,000	12
Third Amendment/180-Day Extension – additional spending authority	2/10/2026	Yes	(FY25-26) District Educational Facilities Plan - 2400096030 7920 7403000000000000 56820000	March 17, 2026 - September 16, 2026 ($1,335,000)	6
Total Agreement Amount				**$13,830,751**	**66**

The financial impact amount represents an estimated Agreement value; however, the amount authorized will not exceed the estimated Agreement award amount.

Multi-year agreement: No
Agreement Term: March 17, 2026, through September 16, 2026; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

Procurement Method:
This contract was competitively solicited in accordance with prior Purchasing Policy 3320 Part II, Rule D, and Florida Administrative Code 6A-1.012(7).
A copy of the RFP documents is available online at: http://www.broward.k12.fl.us/supply/agenda/RFP_FY21-138_ProgramManagerCostandProgramControlServices.pdf

Impact on Schools:
Not Applicable

If there is an impact on schools, how will schools be selected/prioritized:
Not Applicable

Stakeholder Engagement/ End-User Input:
Not Applicable

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
Not Applicable

Additional Backup:
Not Applicable

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	January 28, 2025
Previous Bid # (Ex: 10-004R):	FY21-138	**Buyer/PA:**	MARK COHEN
New Bid Award Total:	$12,495,751	**Bid Title:**	Program Manager - Cost and Program Control Services
Previous Award Total:	$9,399,751		
Bid Type:	INCREASE TO BID		
Previous Bid Term (Start Date):	3/16/2021	**New Bid Term (In Months):**	60
Previous Bid Term (End Date):	3/15/2025	**# of Months Into Bid:**	46

SPEND REPORTING	
Purchase Order(s) Spend:	$9,399,751
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$9,399,751**
Average Monthly Expenditure:	$204,342
Unused Authorized Spending:	**$0**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
106995-ATKINSREALIS USA INC		$ 9,399,751
	PO VENDOR SPEND:	**$ 9,399,751**
	P-CARD SPEND:	**$ -**
	TOTAL SPEND:	**$ 9,399,751**

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	2400096030	**Name** (First & Last)	Sonja Coley
Fund	7920	**Title**	Director
Functional Area	7403000000000000	**Department/School Name**	Contruction (Captial Programs)
Commitment Item	56820000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**1/5/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into as of this 11th day of March 2025, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "**SBBC**"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

ATKINSRÉALIS USA, INC.
(formerly known as Atkins North America, Inc.)
having its principal place of business at
3250 West Commercial Blvd. Suite 120
Fort Lauderdale, FL 33309

WHEREAS, on January 20, 2021, SBBC and Atkins North America, Inc. (collectively, the "Parties") entered into an Agreement for the provision of Cost and Program Controls Management Services (the "Agreement");

WHEREAS, the initial term of the Agreement was for three (3) years, commencing on March 16, 2021, ending on March 16, 2024, and upon mutual agreement of the Parties, may be extended for two additional, one-year renewal periods, and if needed, extended 180 days beyond the expiration date of either of the renewal periods; and

WHEREAS, on October 12, 2023, Atkins North America, Inc. legally changed its name to AtkinsRéalis USA, Inc. (hereinafter "**Vendor**"); and

WHEREAS, on February 21, 2024, SBBC approved the First Amendment to Agreement in which the Parties exercised the first of two potential, one-year renewal periods which extended the term of the Agreement through March 16, 2025; and

WHEREAS, on February 19, 2025, SBBC approved the Second Amendment to Agreement in which the Parties exercised the second of two potential, one-year renewal periods which extended the term of the Agreement through March 16, 2026; and

WHEREAS, the Parties mutually desire to extend the term of the Agreement for the final 180-day renewal and extending the term of the Agreement through September 12, 2026; and

WHEREAS, in consideration of the above, the Parties agree to increase the Cumulative Caps and clarify the renewal amounts as set forth herein; and

WHEREAS, the Parties acknowledge and agree that the Agreement is in full force and effect as revised by this Third Amendment.

NOW, THEREFORE, in exchange for the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Revised Terms.**

a. Article 3.21 of the Agreement is hereby amended to extend the term of the Agreement from March 17, 2026, through September 12, 2026, unless terminated earlier pursuant to section Article 3.05 of the Agreement; and

b. The approved Cumulative Caps and renewal amounts are: $13,830,751 and $1,335,000 respectively.

1.03 **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents takes precedence in this order:

a. this Third Amendment to Agreement; then
b. the Second Amendment to Agreement; then
c. the First Amendment to Agreement; then
d. the Agreement.

1.04 **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority**. Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement upon the date of last signature below.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Sarah Leonardi, Chair

ATTEST:

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATKINSREALIS USA, INC.

ATTEST:

Rene de los Rios - Assistant Secretary

By _____ Signature

Printed Name: Jonathan Marshall

Title: Sr. VP - Building, Power & Industrial BU Director

-or-

_____
Witness

_____
Witness

ATKINSREALIS USA INC. CORPORATE SEAL 1960 FLORIDA

STATE OF Florida

COUNTY OF Hillsboroush

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this January 19th 2026 (*date*) by Rene de los Rios (*name of officer or agent, title of officer or agent*) of ATKINSRealis USA, INC (*name of corporation acknowledging*), a Florida Corporation (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced _____ (*type of identification*) as identification and who ☐did/☒did not first take an oath this January 19 day of 19th, 2026.

My Commission Expires:

DARAH LEIGH URSO
MY COMMISSION #HH682803
EXPIRES: JUN 02, 2029
Bonded through 1st State Insurance

(SEAL)

Darah Leigh Urso
Signature – Notary Public

Darah Leigh Urso
Printed Name of Notary

HH682803
Notary's Commission No.

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Logistic Operations Department in determining the quality of goods and/or services purchased for the District. Your input will be used in evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Logistic Operation Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION	
Bid #: FY21-138	**Bid Title:** Program Manager-Cost and Program Control Services
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: AtkinsrRalis USA, Inc.	
Contact Name:	**Contact Phone #: ( ) -**

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☑	☐
Quality as compared to similar products/services	☐	☐	☐	☑	☐
Prices as compared to similar products/services	☐	☐	☐	☑	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Sonja Coley	**Title:** Executive Director	**Contact Phone #:** (754) 321 - 1520
School/Department: Office of Capital Programs		
Participant's Signature:		**Date:** 01/14/2026

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-3.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

FY21-192 - Cloud Benefits Management Solution (Licenses)

REQUESTED ACTION:

Approve the Second Renewal, Second Amendment, and Additional Spending Authority in the amount of $270,000 for the Agreement between The School Board of Broward County, Florida (SBBC), and AspireHR, LLC Initial contract term, March 30, 2020, through March 29, 2025. First renewal, March 30, 2025, through March 29, 2026. Second renewal, March 30, 2026, through March 29, 2027. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Second Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Second Amendment
- Evaluation

FINANCIAL IMPACT:

$270,000. The funding source is from SBBCs General Fund.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jan 27, 2026

Electronic Signature

Approved in Open Board Meeting On: February 10, 2026

By: School Board Chair

Form $4189 Revised 7/24
HH/JJS

For more information, please contact:
Name: Romaneir D. Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

Executive Summary

Recommendation to Approve Second Renewal, Second Amendment, and Additional Spending Authority FY21-192 - Cloud Benefits Management Solution (Licenses)

Board Meeting Date: February 10, 2026

Requested Action:
Approve the Second Renewal, Second Amendment, and Additional Spending Authority in the amount of $270,000 for the Agreement between The School Board of Broward County, Florida (SBBC), and AspireHR, LLC Initial contract term, March 30, 2020, through March 29, 2025. First renewal, March 30, 2025, through March 29, 2026. Second renewal, March 30, 2026, through March 29, 2027.

School Board Policy Requirement/Authority: School Board Policy 3800, Section III, D, Department of Education, Rule 6A-I.012(11)(b) and Florida Administrative Code, Section I010.04(4)(a).

Statutory Requirement/Authority: Not Applicable

District-Zone Impact: District-wide

Impact of the School Board's Vote:
- If the School Board votes "Yes": SBBC and its employees will continue to benefit from the AspireHR Cloud Benefits platform (software & licenses), which provides a modern, mobile benefits management solution; enabling the District to simplify benefits administration, showcase its benefits programs to employees, and provide employees with an intuitive mobile enrollment experience.
- If the School Board votes "No": SBBC will no longer have the required software & licenses necessary for employees to access the Aspire HR Cloud Benefits platform to make Benefits elections.

Background/History
An initial five (5) year Agreement and initial spending authority of $1,331,120 was approved during the regular school board meeting of January 20, 2021, Agenda Item OO-1 for March 30, 2020, through March 29, 2025.

On March 15, 2022, during the regular school board meeting, Item OO-3, the Board approved an early renewal and additional spending authority of $227,920 for March 30, 2025, through March 29, 2026, to avoid an additional cost of $56,153 above the 2025/2026 renewal cost, if not renewed until 2025/2026; Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

Alignment to 2027 Goals and Guardrails:
Business Operations

Measurable Outcome(s)/Return on Investment:
The expected outcomes or benefits include the following:

- AspireHR Cloud Benefits provides a platform which allows the District to improve the management of its employee benefits by providing a modern, mobile benefits management solution, which helps to simplify benefits administration, showcase benefits programs, and provides employees with an intuitive mobile enrollment experience.

- AspireHR Cloud Benefits technology options are seamless to SAP SuccessFactors from a user experience, employee data, process, and security perspectives. It eliminates employee data privacy and security concerns, as it allows the District to retain control of its employee data. This also makes it significantly less expensive than non-SAP SuccessFactors alternatives.

Additional features of the Aspire Cloud Benefits platform include:

- Utilizes SAP Benefits robust benefits administration, including Health Insurance Portability and Accountability Act (HIPAA), Internal Revenue Service (IRS), and Affordable Care Act (ACA) regulatory compliance.
- A simple, user-friendly enrollment experience that works consistently on PCs, tablets, and mobile phones from SAP SuccessFactors.
- Employees can complete their enrollment anywhere, including at home.
- Employees receive personalized benefits eligibility, coverage, and cost communications needed to make informed decisions.
- Employees save each plan individually during enrollment, allowing them to complete the enrollment across multiple sessions.
- Benefits Administrators can track completion percentages for Open Enrollment.

Financial Impact, Funding Source & Budget Status:
The additional spending authority is $270,000. The funding source is from SBBC's General Fund.

[See Next Page]

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original spending authority request for March 30, 2020, through March 29, 2025, FY20-FY25	1/20/2021	YES	General Fund	$1,103,200	60
First Amendment/Early Renewal – additional spending authority for March 30, 2025, through March 29, 2026, FY25-FY26	3/15/2022	YES	General Fund	$227,920	12
Second Amendment/Renewal – additional spending authority for March 30, 2026, through March 29, 2027, FY26-FY27	2/10/2026	YES	General Fund	$270,000 March 2026 – June 2026, $90,000 July 2026 – March 2027, $180,000	12
Total Agreement Amount				**$1,601,120**	**84**

The financial impact amount represents an estimated Agreement value; however, the amount authorized will not exceed the estimated Agreement award amount.

Multi-year agreement:
No

Procurement Method:
Pursuant to Purchasing Policy 3800, Section III, D, the Department of Education, Rule 6A-l.012(11)(b) and Florida Administrative Code, Section l010.04(4)(a), Educational Services and Copyright Materials: Pursuant to Section 6A-1.012(11)(b), F.A.C., competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

Impact on Schools:
Not Applicable

If there is an impact on schools, how will schools be selected/prioritized:
Not Applicable

Stakeholder Engagement/ End-User Input:
Not Applicable

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
Not Applicable

Additional Backup:
Not Applicable

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	FY21-192	**Preparation Date:**	December 15, 2025
Previous Bid # (Ex: 10-004R):	FY21-192	**Buyer/PA:**	BELINDA DEFOOR
New Bid Award Total:	$1,601,120	**Bid Title:**	CLOUD BENEFITS MANAGEMENT SOLUTION (LICENSES)
Previous Award Total:	$1,331,120		
Bid Type:	RENEWAL		
Previous Bid Term (Start Date):	3/30/2020	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	3/29/2026	**# of Months Into Bid:**	0

SPEND REPORTING	
Spend:	$0
P Card Purchases:	$0
Total Invoiced-to-Date Amount	**$0**
Average Monthly Expenditure:	$0
Unused Authorized Spending:	**$0**
Est. Forecasted Spend (For Entire Bid Term):	**$0**

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
ASPIREHR CLOUD BENEFITS	N/A	$1,331,120
	PO VENDOR SPEND:	$1,331,120
	P-CARD SPEND:	$0.00
	TOTAL SPEND:	$1,331,120

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center		**Name** (First & Last)	Dr. Dildra Martin-Ogburn
Fund		**Title**	Director
Functional Area		**Department/School Name**	Benefits & Employment Services
Commitment Item		**Sign-off provided by**	Dildra Martin-Ogburn, Ph.D.

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**1/6/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

SECOND AMENDMENT TO AGREEMENT

This SECOND AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as SBBC),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

ASPIRE HR, LLC.
(hereinafter referred to as ASPIRE),
having its principal place of business at
5151 Belt Line Road, Suite 1125, Dallas, Texas 75254

WHEREAS, SBBC and ASPIRE entered into an Agreement that commenced on March 30, 2021 and expired on March 29, 2025 (hereafter "Agreement"); and

WHEREAS, the Agreement is for cloud-based software for benefits; and

WHEREAS, ASPIRE offered SBBC a price discount if SBBC renewed the Agreement by no later than March 31, 2022; and

WHEREAS, the parties extended the term of the Agreement for one year beyond the expiration date of the Agreement, March 30, 2025 through March 29, 2026; and

WHEREAS, the parties desire to extend the term of the Agreement for one year beyond the expiration date of the Agreement, March 30, 2026 through March 29, 2027; and

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

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Term of Agreement**. Pursuant to Section 8 of the Agreement, the term of the Agreement is hereby extended from March 30, 2026 through March 29, 2027, unless terminated earlier pursuant to Section 8 of the Agreement.

1.03 **Cost and Payment of Goods and Services**.

(a) Cost. The total cost to SBBC for the Goods and Services under this Second Amendment to Agreement is Two Hundred Seventy Thousand Dollars and 00/100 Cents ($270,000.00).

(b) Payment. Upon receipt of an appropriate invoice from ASPIRE issued to SBBC, no sooner than March 30, 2026, SBBC shall pay ASPIRE in a single lump sum, net thirty (30) calendar days from the date of the invoice, for services under this Second Amendment.

1.04 **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

a) this Second Amendment to Agreement; then
b) the First Amendment to Agreement; then
c) the Agreement

1.05 **Affidavit Regarding the Use of Coercion for Labor and Services.** Pursuant to Section 787.06(13), Florida Statutes, all non-governmental entities executing, renewing, or extending a contract with SBBC must provide an affidavit signed by an officer or representative of the non-governmental entity under penalty of perjury stating that the non-governmental entity does not use coercion for labor or services as defined in that statute. A copy of the State of Florida Affidavit Regarding the Use of Coercion for Labor and Services is attached hereto as Attachment A. The submission of a false affidavit may subject a nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if a nongovernmental entity is found to have submitted a false affidavit.

1.06 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from submitting a proposal for, or entering into, or renewing an agreement for goods or services of any amount if, at the time Agreement with (ASPIRE) Page 14 of 17 of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from submitting a proposal for, or entering into or renewing an agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by ASPIRE that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. ASPIRE further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. ASPIRE acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. ASPIRE further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if ASPIRE (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million dollars ($1,000,000) or more, the Agreement may be terminated at SBBC's option if ASPIRE is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities

in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

1.07 **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.08 **Authority**. Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to Agreement upon the date of the last signature below (Effective Date).

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Sarah Leonardi, Chair

ATTEST:

_____
Dr. Howard Hepburn, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR ASPIRE HR, LLC.

(Corporate Seal)

ATTEST:

ASPIRE HR, LLC.

By _____
Winnie Chu, Chief Growth Officer

_____
Secretary

-or-

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether ASPIRE HR, LLC. Choose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Texas

COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 5 day of January, ~~2025~~ 2026 by Winnie Chu of
Name of Person

ASPIRE HR, Inc. on behalf of the corporation/agency.

He/She is personally known to me or produced Drivers License as identification and did/did not first take an oath.
Type of Identification

My Commission Expires:

Sara Grubbs
Signature – Notary Public

Sara Grubbs
Printed Name of Notary

13442247
Notary's Commission No.

(SEAL)

SARA GRUBBS
My Notary ID # 134424247
Expires June 26, 2027

SUPPLIER / PRODUCT EVALUATION FORM

The purpose of this evaluation form is to rate a supplier's performance. Completion of this form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier. Please return the completed evaluation form to:

Procurement & Warehousing Services Department
Technology and Support Services Center
7720 West Oakland Park Boulevard, Sunrise, Florida 33351
For assistance with this form, please contact (754) 321-0527 or
E-mail to: belinda.defoor@browardschools.com

SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: ASPIRE HR, LLC.
Supplier Contact: WINNIE CHU, CHIEF GROWTH OFFICER
Contact Telephone: (469) 939-3696

Bid No.: FY21-192 **Purchase Order No.:** N/A

What was the product / service? CLOUD BENEFITS MANAGEMENT SOLUTION (LICENSES)

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	☐	☐	☐	☐	X
Delivery as Scheduled or Promised	☐	☐	☐	☐	X

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied ☐	Somewhat Satisfied ☐	Satisfied ☐	Very Satisfied ☒

3. Will you use them again? Yes ☒ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	☐	☐	☐	☐	X
Quality as Compared to Similar Products/Services	☐	☐	☐	☐	X
Price as Compared to Similar Products/Services	☐	☐	☐	☐	X

5. Would you purchase this product or use this vendor again?

1	2	3	4
Very Unlikely ☐	Unlikely ☐	Probably ☐	Definitely X

***If not, please explain why in comments.**

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

***Comments:** _____

Evaluation Form Completed By:

Name / Title: Dr. Dildra Martin-Ogburn, Director
School / Department: Benefits & Employment Services
Contact Telephone: (754) 321-3100
Participant's Signature: Dildra Martin-Ogburn, Ph.D. **Date:** 1/6/2026

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-4.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

ITB26-131 – Mechanical Insulation Services

REQUESTED ACTION:

Approve the Award of Invitation to Bid (ITB) ITB26-131 – Mechanical Insulation Services to the following four (4) Vendors: 1) Blizzard Air Conditioning, LLC; 2) Peak Air Mechanical, LLC; 3) Thermal Concepts, LLC; 4) Sparta Insulation Company, and approve spending authority in the amount of $1,373,472. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Award Recommendation

FINANCIAL IMPACT:

$1,373,472 and is funded by the PPO operating budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Mark D. Dorsett	Phone:	754-321-4753

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jan 27, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Romaneir D. Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

EXECUTIVE SUMMARY

Recommendation of $500,000 or Greater
ITB26-131 – Mechanical Insulation Services

Board Meeting Date: February 10, 2026

Requested Action:
Approve the Award of Invitation to Bid (ITB) ITB26-131 – Mechanical Insulation Services to the following four (4) Vendors: 1) Blizzard Air Conditioning, LLC; 2) Peak Air Mechanical, LLC; 3) Thermal Concepts, LLC; 4) Sparta Insulation Company, and approve spending authority in the amount of $1,373,472.

School Board Policy Requirement/Authority: Not Applicable

Statutory Requirement/Authority:
Maintenance and repairs are a requirement per the Florida Department of Education (FLDOE), as noted in the State Requirements for Educational Facilities (SREF), 2014 Edition.

District-Zone Impact: District-wide

Impact of the School Board's Vote:
- If the School Board votes "Yes": Continued access to mechanical insulation services associated with Heating, Ventilation, and Air Conditioning (HVAC) equipment. This material is required to protect and maintain HVAC equipment throughout the District.
- If the School Board votes "No": Limited availability of mechanical insulation services for preventive and routine maintenance of the HVAC equipment across the District may impact operational efficiency. Delivering these services will promote safety and extend the operational lifespan of the equipment.

Background/History
This bid is utilized by the Physical Plant Operations (PPO) Department to purchase and/or install insulation materials associated with HVAC equipment. This material is required to protect and maintain HVAC equipment throughout the District, including pipes, pipe fittings, hot and cold surfaces, chilled water pumps, valves, jacketing, condensate tanks, boiler exhaust stacks, steam systems, etc. Condensation and moisture build-up, which are detrimental to equipment functioning, are prevented with the proper use of insulation materials.

Original ITB Term: February 10, 2026, through February 9, 2029, with two (2) additional one (1) year renewal options; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): Blizzard Air Conditioning LLC and Sparta Insulation Company.

Alignment to 2027 Goals and Guardrails:
Guardrail 3: School Support

Measurable Outcome(s)/Return on Investment:
Improve and maintain HVAC operation and efficiency to sustain system operations and indoor air quality for occupant comfort.

Financial Impact, Funding Source & Budget Status:
This project has a financial impact of $1,373,472 and is funded by the PPO operating budget.

ACTION	BOARD DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original spending authority request (3) Yr Term (5) Months Remaining $1,373,472	2/10/2026	Yes (February 2026 – June 2026) $180,720	PPO operating budget; various school and Admin Sites Fund: 1000/1000/35XX	$180,720 (February 2026 – June 2026) $433,728 (July 2026 – June 2027) $433,728 (July 2027 – June 2028) $325,296 (July 2028 – Feb 2029)	36
Total Agreement Amount				**$1,373,472**	**36**

The financial impact amount represents an estimated ITB value; however, the authorized amount will not exceed the estimated ITB award amount.

Multi-year agreement: Yes/No
Yes. This is a multi-year ITB with two (2) additional one (1) year renewal terms. The extended ITB period allows the District to lock in favorable pricing, reducing the impact of potential price increases.

Original ITB Term: February 10, 2026, through February 9, 2029, with two (2) additional one (1) year renewal options; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): Blizzard Air Conditioning LLC; Sparta Insulation Company.

Procurement Method:
Pursuant to Purchasing Policy 3800, in accordance with Rule 6A-1.012(1)(b), Florida Administrative Code, and Policy 3800, the term "invitation to bid" shall be defined for the purposes of this policy as a written solicitation for competitive sealed bids. An invitation to bid is used when the school district is capable of specifically defining the scope of work for which a contractual service is required or when the School Board is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written competitive solicitation includes an invitation to bid that is publicly posted.
A copy of the ITB documents is available online at: http://www.broward.k12.fl.us/supply/agenda/ITB26-131_MechanicalInsulationServices.pdf

Impact on Schools:
The impact on schools will be the installation of mechanical insulation during the Preventive/Routine Maintenance Program.

If there is an impact on schools, how will schools be selected/prioritized:
Inspections and repairs for the mechanical insulation services are performed during routine preventive maintenance and emergency requests.

Stakeholder Engagement/ End-User Input:
Not Applicable

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
Not Applicable

Additional Backup:
Not Applicable

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	ITB26-131	**Preparation Date:**	January 14, 2026
Previous Bid # (Ex: 10-004R):		**Buyer/PA:**	EDGAR LUGO
New Bid Award Total:	$1,373,472	**Bid Title:**	Mechanical Insulation Services
Previous Award Total:			
Bid Type:	NEW BID		
Previous Bid Term (Start Date):	2/10/2026	**New Bid Term (In Months):**	36
Previous Bid Term (End Date):	2/9/2029	**# of Months Into Bid:**	

SPEND REPORTING	
Purchase Order(s) Spend:	
P Card Purchases:	
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	
Average Monthly Expenditure:	
Unused Authorized Spending:	
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
Blizzard AirConditioning, LLC	S/MBE-HA M	
Sparta Insulation Company	S/VBE	
	PO VENDOR SPEND:	
	P-CARD SPEND:	$ -
	TOTAL SPEND:	

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	various school and Admin Sites	**Name** (First & Last)	Mark D. Dorsett
Fund	1000/1000/35XX	**Title**	Executive Director
Functional Area	8104721500000000/7400794500000000/7400000000000000	**Department/School Name**	Physical Plant operations
Commitment Item	53510000/568X0000/56810000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

REVISED AWARD RECOMMENDATION
NOTICE OF AWARD OR INTENDED AWARD

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

ITB #: ITB26-131

Tentative Board Meeting Date*: 2/10/2026

ITB Title: Mechanical Insulation Services

Notified: 1051

Downloaded: 26

of Responses Rec'd: 4

of "No Bids": 0

For: Physical Plant Operations
(School/Department)

ITB Opening Date : 12/18/2025

Fund: Department budget

Advertised Date: 11/21/2025

ELECTRONIC POSTING OF AWARD OR INTENDED AWARD: Attention: This notice is pursuant to Section 120.57(3), Florida Statutes, of an award of intended award by The School Board of Broward County, Florida ("SBBC") concerning a competitive solicitation, contract award, or exceptional purchase. The ITB award recommendations will be posted in the Procurement & Logistic Operations Department and www.Demandstar.com on **JANUARY 14, 2026 @ 3:00 PM** and will remain posted for Seventy-Two (72) hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within Seventy-Two (72) hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) calendar days after the date the notice of protest is filed**. Failure to file a notice of protest or failure to file a formal written protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security within the time prescribed in School Board Policy 3800 and Section 120.57(3), Florida Statutes, required by law and shall constitute a waiver of proceedings under Chapter 120, Florida Statutes**. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays, and days during which SBBC's administration is closed shall be excluded in the computation of the Seventy-two (72) hour time periods described herein. Notices of protest and formal written protests shall be filed at the office of the Director of Procurement & Logistic Operations, 7720 West Oakland Park Boulevard, Suite 323, Sunrise Florida 33351. Any person who files an action protesting an intended decision shall post with SBBC, at the time of filing the formal written protest, a bond, payable to "The School Board of Broward County, Florida" in an amount equal to one percent (1%) of the estimated value of the contract or purchase. The original bond or other permitted security shall be delivered to the office of the Director of Procurement & Logistic Operations, 7720 West Oakland Park Boulevard, Suite 323, Sunrise Florida 33351 at the same time the formal written protest must be filed. The original bond or other permitted security may not be faxed or sent via e-mail or other electronic means.

(*) The Cone of Silence, as stated in the RFP and School Board Policies 3800 and 1100B, is in effect until SBBC adjourns the SBBC meeting at which the award or intended award is approved. The SBBC meeting date stated above is tentative. Please contact the Purchasing Agent of record to confirm the actual date the Cone of Silence has concluded.

AWARD OR INTENDED AWARD

Awarded Vendor	Awarded Items
Blizzard Air Conditioning, LLC*	Entirety - Primary
Peak Air Mechanical, LLC	Entirety – 3rd Alternate
Thermal Concepts LLC	Entirity – 1st Alternate
Sparta Insulation Company*	Entirety – 2nd Alternate

Contract Period: Three (3) year Agreement beginning upon approval by the Board

(*) Certified firms

By: Edgar Lugo (Purchasing Agent)

Date: 1/14/2026

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

BID TO BE AWARDED IN ITS ENTIRETY
ALL items within the group must have an individual price per unit to be considered for award

COLD SURFACE INSULATION. Dimensions listed are black steel I.D. pipe by 1" fire-rated armor-flex no. 11 or equal.

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure	Sparta Insulation Conmpany - Total $ Bid Line Item	Sparta Insulation Conmpany - 3% price preference
1	1/2 x 1"	50	L.F.	$2.67	$133.50	$129.50	$9.00	$450.00	$3.38	$169.00	$4.22	$211.00	$204.67
2	3/4 x 1"	2,000	L.F.	$3.50	$7,000.00	$6,790.00	$9.50	$19,000.00	$4.43	$8,860.00	$5.12	$10,240.00	$9,932.80
3	1 x1'	500	L.F.	$3.65	$1,825.00	$1,770.25	$10.50	$5,250.00	$4.62	$2,310.00	$5.94	$2,970.00	$2,880.90
4	1-1/4 x 1"	50	L.F.	$4.60	$230.00	$223.10	$12.00	$600.00	$5.82	$291.00	$6.57	$328.50	$318.65
5	2 x 1"	50	L.F.	$5.01	$250.50	$242.99	$15.50	$775.00	$6.34	$317.00	$9.98	$499.00	$484.03
6	2-1/2 x 1"	25	L.F.	$6.34	$158.50	$153.75	$18.00	$450.00	$8.02	$200.50	$12.89	$322.25	$312.58
7	3 x 1"	25	L.F.	$7.60	$190.00	$184.30	$20.00	$500.00	$9.20	$230.00	$14.32	$358.00	$347.26
8	4 x 1"	25	L.F.	$13.12	$328.00	$318.16	$24.00	$600.00	$16.58	$414.50	$18.72	$468.00	$453.96
9	Fire- rated Armor-Flex no. 11 or equal installed on centrifugal chiller evaporators. Insulation to be 1" thick sheeting, applied with adhesive as recommended by manufacturer. Armor-Flex and insulation to be painted with approved coating.	6,000	sqft	$5.99	$35,940.00	$34,861.80	$3.00	$18,000.00	$7.58	$45,480.00	$7.73	$46,380.00	$44,988.60

CHILLED WATER PUMP. Foamglas insulation to be used with removable strainer caps and plugs.

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
10	Pump size 3”	15	ea	$50.66	$759.90	$737.10	$285.00	$4,275.00	$63.99	$959.85	$1,171.49	$17,572.35	$17,045.18
11	Pump size 4”	15	ea	$63.33	$949.95	$921.45	$320.00	$4,800.00	$80.01	$1,200.15	$1,757.24	$26,358.60	$25,567.84
12	Pump size 6”	5	ea	$76.00	$380.00	$368.60	$390.00	$1,950.00	$96.00	$480.00	$2,841.96	$14,209.80	$13,783.51
13	Pump size 8”	5	ea	$101.33	$506.65	$491.45	$500.00	$2,500.00	$128.01	$640.05	$3,123.99	$15,619.95	$15,151.35
14	Pump size 10”	5	ea	$126.66	$633.30	$614.30	$650.00	$3,250.00	$159.99	$799.95	$3,557.87	$17,789.35	$17,255.67
15	Pump size 12”	5	ea	$152.00	$760.00	$737.20	$825.00	$4,125.00	$192.00	$960.00	$4,230.40	$21,152.00	$20,517.44

PIPE INSULATION. indoor insulation, cellular glass installed with A. S. jacket interior-type insulation, using copper clad wire on 12” centers, dimensions listed are black steel I.D. pipe by thickness of cellular glass

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
16	1/2 x 1”	10	L.F.	$7.24	$72.40	$70.23	$16.00	$160.00	$9.16	$91.60	$9.07	$90.70	$87.98
17	3/4 x 1”	25	L.F.	$8.07	$201.75	$195.70	$17.00	$425.00	$10.20	$255.00	$9.07	$226.75	$219.95
18	1 x 1-1/2”	50	L.F.	$8.86	$443.00	$429.71	$20.00	$1,000.00	$11.20	$560.00	$10.59	$529.50	$513.62
19	1-1/4 x 1-1/2”	1000	L.F.	$9.50	$9,500.00	$9,215.00	$22.00	$22,000.00	$12.00	$12,000.00	$12.00	$12,000.00	$11,640.00
20	1-1/2 x 1-1/2”	1000	L.F.	$10.13	$10,130.00	$9,826.10	$23.50	$23,500.00	$12.81	$12,810.00	$12.00	$12,000.00	$11,640.00
21	2 x 1-1/2”	1000	L.F.	$11.02	$11,020.00	$10,689.40	$25.00	$25,000.00	$13.92	$13,920.00	$12.23	$12,230.00	$11,863.10
22	2-1/2 x 1-1/2”	250	L.F.	$12.16	$3,040.00	$2,948.80	$28.00	$7,000.00	$15.36	$3,840.00	$20.24	$5,060.00	$4,908.20
23	3 x 1-1/2”	250	L.F.	$12.47	$3,117.50	$3,023.98	$31.00	$7,750.00	$15.76	$3,940.00	$20.24	$5,060.00	$4,908.20
24	4 x 2”	250	L.F.	$20.26	$5,065.00	$4,913.05	$36.00	$9,000.00	$25.59	$6,397.50	$29.41	$7,352.50	$7,131.93
25	5 x 2”	250	L.F.	$20.90	$5,225.00	$5,068.25	$40.00	$10,000.00	$26.40	$6,600.00	$33.68	$8,420.00	$8,167.40
26	6 x 2”	1250	L.F.	$21.44	$26,800.00	$25,996.00	$45.00	$56,250.00	$27.08	$33,850.00	$36.71	$45,887.50	$44,510.88
27	8 x 2”	1250	L.F.	$28.12	$35,150.00	$34,095.50	$55.00	$68,750.00	$35.52	$44,400.00	$40.98	$51,225.00	$49,688.25

28	10 x 2"	750	L.F.	$30.59	$22,942.50	$22,254.23	$65.00	$48,750.00	$38.65	$28,987.50	$46.41	$34,807.50	$33,763.28
29	12 x 2"	25	L.F.	$36.58	$914.50	$887.07	$75.00	$1,875.00	$46.21	$1,155.25	$55.68	$1,392.00	$1,350.24

PIPE INSULATION, outdoor installation, cellular glass installed with copper clad wire and .016 aluminum jacket with vapor barrier, dimensions listed are black steel I.D. pipe by thickness of cellular glass

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
30	1 x 1 -1/2"	250	L.F.	$14.45	$3,612.50	$3,504.13	$28.00	$7,000.00	$18.27	$4,567.50	$17.02	$4,255.00	$4,127.35
31	2 x 2	750	L.F.	$19.19	$14,392.50	$13,960.73	$40.00	$30,000.00	$24.25	$18,187.50	$26.13	$19,597.50	$19,009.58
32	2-1/2 x 2"	1,000	L.F.	$20.72	$20,720.00	$20,098.40	$45.00	$45,000.00	$26.18	$26,180.00	$34.14	$34,140.00	$33,115.80
33	3 x 2"	500	L.F.	$22.70	$11,350.00	$11,009.50	$50.00	$25,000.00	$28.68	$14,340.00	$34.97	$17,485.00	$16,960.45
34	4 x 2"	500	L.F.	$29.38	$14,690.00	$14,249.30	$60.00	$30,000.00	$37.17	$18,585.00	$38.70	$19,350.00	$18,769.50
35	5 x 2"	250	L.F.	$31.41	$7,852.50	$7,616.93	$70.00	$17,500.00	$39.68	$9,920.00	$43.76	$10,940.00	$10,611.80
36	6 x 2"	2,500	L.F.	$34.66	$86,650.00	$84,050.50	$80.00	$200,000.00	$43.79	$109,475.00	$47.78	$119,450.00	$115,866.50
37	8 x 2"	2,750	L.F.	$36.61	$100,677.50	$97,657.18	$95.00	$261,250.00	$46.25	$127,187.50	$54.41	$149,627.50	$145,138.68
38	10 x 2"	750	L.F.	$46.95	$35,212.50	$34,156.13	$110.00	$82,500.00	$59.32	$44,490.00	$62.34	$46,755.00	$45,352.35
39	12 x 2"	125	L.F.	$52.91	$6,613.75	$6,415.34	$125.00	$15,625.00	$66.84	$8,355.00	$73.31	$9,163.75	$8,888.84

PIPE FITTINGS, indoor insulation, cellular glass installed with copper clad wire, mitered fittings, mastic-coated, fabric cloth and final mastic coating, dimensions listed are black steel elbows I.D. by thickness of cellular glass

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
40	1/2 x 1- 1/2"	10	ea	$23.30	$233.00	$226.01	$40.00	$400.00	$29.44	$294.40	$8.22	$82.20	$79.73
41	3/4 x 1-1/2"	10	ea	$23.30	$233.00	$226.01	$42.00	$420.00	$29.44	$294.40	$8.22	$82.20	$79.73
42	1 x 1-1/2"	10	ea	$24.73	$247.30	$239.88	$45.00	$450.00	$31.25	$312.50	$8.44	$84.40	$81.87
43	1-1/4 x 1-1/2"	50	ea	$26.60	$1,330.00	$1,290.10	$55.00	$2,750.00	$33.60	$1,680.00	$11.00	$550.00	$533.50
44	1-1/2 x 1-1/2"	50	ea	$27.81	$1,390.50	$1,348.79	$60.00	$3,000.00	$35.14	$1,757.00	$12.77	$638.50	$619.35
45	2 x 1-1/2"	50	ea	$31.81	$1,590.50	$1,542.79	$70.00	$3,500.00	$40.19	$2,009.50	$12.88	$644.00	$624.68
46	2-1/2 x 1-1/2"	25	ea	$32.74	$818.50	$793.95	$85.00	$2,125.00	$41.37	$1,034.25	$17.44	$436.00	$422.92
47	3 x 1-1/2"	25	ea	$33.94	$848.50	$823.05	$95.00	$2,375.00	$42.88	$1,072.00	$25.77	$644.25	$624.92

48	4 x 2"	25	ea	$44.58	$1,114.50	$1,081.07	$115.00	$2,875.00	$56.32	$1,408.00	$55.64	$1,391.00	$1,349.27
49	5 x 2"	40	ea	$51.68	$2,067.20	$2,005.18	$135.00	$5,400.00	$65.28	$2,611.20	$66.75	$2,670.00	$2,589.90
50	6 x 2"	50	ea	$66.69	$3,334.50	$3,234.47	$165.00	$8,250.00	$84.25	$4,212.50	$80.52	$4,026.00	$3,905.22
51	8 x 2"	50	ea	$86.45	$4,322.50	$4,192.83	$195.00	$9,750.00	$109.21	$5,460.50	$114.95	$5,747.50	$5,575.08
52	10 x 2"	5	ea	$107.92	$539.60	$523.41	$235.00	$1,175.00	$136.32	$681.60	$149.82	$749.10	$726.63
53	12 x 2"	5	ea	$156.15	$780.75	$757.33	$275.00	$1,375.00	$197.24	$986.20	$201.24	$1,006.20	$976.01

PIPE FITTINGS, outdoor insulation, cellular glass installed with copper clad wire on 12" centers and .016 aluminum jacket with vapor barrier or D. C. F. jacket dimensions listed are black steel elbows I. D. by thickness of cellular glass

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
54	1-1/4 x 2"	25	ea	$35.11	$877.75	$851.42	$95.00	$2,375.00	$44.35	$1,108.75	$41.72	$1,043.00	$1,011.71
55	1-1/2 x 2"	25	ea	$39.33	$983.25	$953.75	$105.00	$2,625.00	$49.69	$1,242.25	$44.41	$1,110.25	$1,076.94
56	2 x 2"	25	ea	$45.74	$1,143.50	$1,109.20	$120.00	$3,000.00	$57.78	$1,444.50	$51.29	$1,282.25	$1,243.78
57	2-1/2 x 2"	25	ea	$46.74	$1,168.50	$1,133.45	$140.00	$3,500.00	$59.05	$1,476.25	$52.37	$1,309.25	$1,269.97
58	3 x 2"	20	ea	$49.59	$991.80	$962.05	$160.00	$3,200.00	$62.65	$1,253.00	$60.93	$1,218.60	$1,182.04
59	4 x 2"	20	ea	$64.59	$1,291.80	$1,253.05	$190.00	$3,800.00	$81.59	$1,631.80	$93.61	$1,872.20	$1,816.03
60	5 x 2"	30	ea	$76.28	$2,288.40	$2,219.75	$225.00	$6,750.00	$96.36	$2,890.80	$105.22	$3,156.60	$3,061.90
61	6 x 2"	30	ea	$96.41	$2,892.30	$2,805.53	$265.00	$7,950.00	$121.79	$3,653.70	$124.23	$3,726.90	$3,615.09
62	8 x 2"	25	ea	$123.72	$3,093.00	$3,000.21	$315.00	$7,875.00	$156.29	$3,907.25	$178.87	$4,471.75	$4,337.60
63	10 x 2"	5	ea	$161.92	$809.60	$785.31	$375.00	$1,875.00	$204.54	$1,022.70	$238.76	$1,193.80	$1,157.99
64	12 x 2"	5	ea	$221.58	$1,107.90	$1,074.66	$425.00	$2,125.00	$279.90	$1,399.50	$358.17	$1,790.85	$1,737.12

PIPE FITTINGS, indoor insulation, cellular glass installed with copper clad wire, 12" centers, mastic-coated, fabric cloth and final mastic coating, dimensions listed are equalized black steel tees

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
65	3/4"	5	ea	$23.30	$116.50	$113.01	$55.00	$275.00	$29.44	$147.20	$14.23	$71.15	$69.02
66	1"	5	ea	$24.72	$123.60	$119.89	$60.00	$300.00	$31.24	$156.20	$17.66	$88.30	$85.65
67	1-1/4"	40	ea	$26.60	$1,064.00	$1,032.08	$70.00	$2,800.00	$33.60	$1,344.00	$23.45	$938.00	$909.86
68	1-1/2"	40	ea	$27.81	$1,112.40	$1,079.03	$80.00	$3,200.00	$35.15	$1,406.00	$23.45	$938.00	$909.86
69	2"	15	ea	$31.98	$479.70	$465.31	$95.00	$1,425.00	$40.40	$606.00	$23.69	$355.35	$344.69
70	2-1/12"	15	ea	$34.77	$521.55	$505.90	$115.00	$1,725.00	$43.92	$658.80	$32.99	$494.85	$480.00

71	3"	20	ea	$31.81	$636.20	$617.11	$135.00	$2,700.00	$40.19	$803.80	$32.99	$659.80	$640.01
72	4"	20	ea	$51.68	$1,033.60	$1,002.59	$165.00	$3,300.00	$65.28	$1,305.60	$52.02	$1,040.40	$1,009.19
73	5"	25	ea	$66.69	$1,667.25	$1,617.23	$195.00	$4,875.00	$84.25	$2,106.25	$75.95	$1,898.75	$1,841.79
74	6"	30	ea	$86.45	$2,593.50	$2,515.70	$230.00	$6,900.00	$109.21	$3,276.30	$99.87	$2,996.10	$2,906.22
75	8"	30	ea	$107.92	$3,237.60	$3,140.47	$285.00	$8,550.00	$136.32	$4,089.60	$152.00	$4,560.00	$4,423.20
76	10"	5	ea	$108.30	$541.50	$525.26	$350.00	$1,750.00	$136.80	$684.00	$243.17	$1,215.85	$1,179.37
77	12"	5	ea	$156.15	$780.75	$757.33	$425.00	$2,125.00	$197.24	$986.20	$342.34	$1,711.70	$1,660.35

PIPE FITTINGS, outdoor insulation, installed with copper clad wire, 12" centers, mastic-coated, fabric cloth and final mastic coating, dimensions listed are equalized black steel tees

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
78	3/4"	5	ea	$31.75	$158.75	$153.99	$70.00	$350.00	$40.12	$200.60	$14.23	$71.15	$69.02
79	1"	5	ea	$34.91	$174.55	$169.31	$75.00	$375.00	$44.10	$220.50	$17.66	$88.30	$85.65
80	1-1/4"	20	ea	$35.11	$702.20	$681.13	$90.00	$1,800.00	$44.35	$887.00	$23.45	$469.00	$454.93
81	1-1/2"	20	ea	$39.43	$788.60	$764.94	$100.00	$2,000.00	$49.81	$996.20	$23.45	$469.00	$454.93
82	2"	20	ea	$454.74	$9,094.80	$8,821.96	$120.00	$2,400.00	$57.78	$1,155.60	$23.69	$473.80	$459.59
83	2-1/2"	20	ea	$46.74	$934.80	$906.76	$145.00	$2,900.00	$59.05	$1,181.00	$32.99	$659.80	$640.01
84	3"	20	ea	$49.59	$991.80	$962.05	$170.00	$3,400.00	$62.67	$1,253.40	$32.99	$659.80	$640.01
85	4"	20	ea	$64.59	$1,291.80	$1,253.05	$205.00	$4,100.00	$81.59	$1,631.80	$52.02	$1,040.40	$1,009.19
86	5"	25	ea	$76.28	$1,907.00	$1,849.79	$240.00	$6,000.00	$96.36	$2,409.00	$75.95	$1,898.75	$1,841.79
87	6"	20	ea	$96.41	$1,928.20	$1,870.35	$285.00	$5,700.00	$121.79	$2,435.80	$99.87	$1,997.40	$1,937.48
88	8"	10	ea	$123.72	$1,237.20	$1,200.08	$350.00	$3,500.00	$156.29	$1,562.90	$152.00	$1,520.00	$1,474.40
89	10"	5	ea	$161.92	$809.60	$785.31	$425.00	$2,125.00	$204.54	$1,022.70	$243.17	$1,215.85	$1,179.37
90	12"	5	ea	$221.58	$1,107.90	$1,074.66	$500.00	$2,500.00	$279.40	$1,397.00	$342.34	$1,711.70	$1,660.35

GALVANIZED STEEL SHEET METAL PIPE SADDLES, for insulated pipe, 18-gauge for the following I.D. pipe sizes

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
91	1/2"	5	ea	$1.52	$7.60	$7.37	$18.00	$90.00	$1.92	$9.60	$2.27	$11.35	$11.01
92	3/4"	5	ea	$1.52	$7.60	$7.37	$20.00	$100.00	$1.92	$9.60	$2.48	$12.40	$12.03
93	1"	5	ea	$1.52	$7.60	$7.37	$22.00	$110.00	$1.92	$9.60	$2.92	$14.60	$14.16
94	2"	10	ea	$2.09	$20.90	$20.27	$28.00	$280.00	$2.64	$26.40	$3.48	$34.80	$33.76
95	2-1/2"	10	ea	$2.09	$20.90	$20.27	$32.00	$320.00	$2.64	$26.40	$4.23	$42.30	$41.03
96	3"	5	ea	$2.85	$14.25	$13.82	$36.00	$180.00	$3.60	$18.00	$4.83	$24.15	$23.43
97	4"	10	ea	$2.85	$28.50	$27.65	$45.00	$450.00	$3.60	$36.00	$6.17	$61.70	$59.85

98	5"	15	ea	$3.42	$51.30	$49.76	$55.00	$825.00	$4.32	$64.80	$7.33	$109.95	$106.65
99	6"	15	ea	$4.18	$62.70	$60.82	$65.00	$975.00	$5.28	$79.20	$9.09	$136.35	$132.26
100	8"	15	ea	$4.75	$71.25	$69.11	$80.00	$1,200.00	$6.00	$90.00	$12.88	$193.20	$187.40
101	10"	10	ea	$5.70	$57.00	$55.29	$95.00	$950.00	$7.20	$72.00	$17.04	$170.40	$165.29
102	12"	10	ea	$6.65	$66.50	$64.51	$115.00	$1,150.00	$8.40	$84.00	$21.66	$216.60	$210.10

SCREWED OR FLANGED STRAINERS, exterior finish

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
103	1 x 1-1/2"	25	ea	$53.88	$1,347.00	$1,306.59	$145.00	$3,625.00	$68.06	$1,701.50	$184.88	$4,622.00	$4,483.34
104	1-1/4 x 1-1/2"	25	ea	$53.88	$1,347.00	$1,306.59	$155.00	$3,875.00	$68.06	$1,701.50	$189.52	$4,738.00	$4,595.86
105	1-1/2 x 1-1/2"	25	ea	$53.88	$1,347.00	$1,306.59	$165.00	$4,125.00	$68.06	$1,701.50	$202.42	$5,060.50	$4,908.69
106	2 x 1-1/2"	25	ea	$69.47	$1,736.75	$1,684.65	$185.00	$4,625.00	$87.76	$2,194.00	$205.51	$5,137.75	$4,983.62
107	2-1/2 x 1-1/2"	40	ea	$69.47	$2,778.80	$2,695.44	$210.00	$8,400.00	$87.76	$3,510.40	$217.52	$8,700.80	$8,439.78
108	3 x 1-1/2"	40	ea	$79.40	$3,176.00	$3,080.72	$240.00	$9,600.00	$100.29	$4,011.60	$270.45	$10,818.00	$10,493.46
109	4 x 2"	40	ea	$126.90	$5,076.00	$4,923.72	$290.00	$11,600.00	$160.29	$6,411.60	$345.14	$13,805.60	$13,391.43
110	5 x 2"	10	ea	$148.25	$1,482.50	$1,438.03	$340.00	$3,400.00	$187.27	$1,872.70	$357.66	$3,576.60	$3,469.30
111	6 x 2"	10	ea	$166.87	$1,668.70	$1,618.64	$390.00	$3,900.00	$210.79	$2,107.90	$487.76	$4,877.60	$4,731.27
112	8 x 2"	10	ea	$258.40	$2,584.00	$2,506.48	$475.00	$4,750.00	$326.40	$3,264.00	$563.17	$5,631.70	$5,462.75
113	10 x 2"	10	ea	$313.44	$3,134.40	$3,040.37	$575.00	$5,750.00	$395.93	$3,959.30	$617.16	$6,171.60	$5,986.45
114	12 x 2"	10	ea	$352.51	$3,525.10	$3,419.35	$675.00	$6,750.00	$430.44	$4,304.40	$880.71	$8,807.10	$8,542.89

SCREWED OR FLANGED GATE VALVES, (long or short bonnet)

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
115	1 x 1-1/2"	25	ea	$19.00	$475.00	$460.75	$145.00	$3,625.00	$24.00	$600.00	$100.30	$2,507.50	$2,432.28
116	1-1/4 x 1-1/2"	25	ea	$21.61	$540.25	$524.04	$155.00	$3,875.00	$27.30	$682.50	$106.84	$2,671.00	$2,590.87
117	1-1/2 x 1-1/2"	25	ea	$25.46	$636.50	$617.41	$165.00	$4,125.00	$32.17	$804.25	$114.06	$2,851.50	$2,765.96
118	2 x 1-1/2"	25	ea	$25.46	$636.50	$617.41	$185.00	$4,625.00	$32.17	$804.25	$123.55	$3,088.75	$2,996.09
119	2-1/2 x 1-1/2"	25	ea	$49.68	$1,242.00	$1,204.74	$210.00	$5,250.00	$62.76	$1,569.00	$151.85	$3,796.25	$3,682.36
120	3 x 1-1/2"	25	ea	$49.68	$1,242.00	$1,204.74	$245.00	$6,125.00	$62.76	$1,569.00	$179.97	$4,499.25	$4,364.27
121	4 x 2"	25	ea	$75.43	$1,885.75	$1,829.18	$295.00	$7,375.00	$95.28	$2,382.00	$271.48	$6,787.00	$6,583.39
122	5 x 2"	25	ea	$81.10	$2,027.50	$1,966.68	$345.00	$8,625.00	$68.84	$1,721.00	$326.53	$8,163.25	$7,918.35
123	6 x 2"	25	ea	$98.28	$2,457.00	$2,383.29	$395.00	$9,875.00	$124.15	$3,103.75	$438.31	$10,957.75	$10,629.02
124	8 x 2"	5	ea	$98.28	$491.40	$476.66	$485.00	$2,425.00	$124.15	$620.75	$587.54	$2,937.70	$2,849.57
125	10 x 2"	5	ea	$129.39	$646.95	$627.54	$575.00	$2,875.00	$163.45	$817.25	$1,034.86	$5,174.30	$5,019.07

126	12 x 2"	5	ea	$151.65	$758.25	$735.50	$675.00	$3,375.00	$191.57	$957.85	$1,517.60	$7,588.00	$7,360.36

SCREWED OR FLANGED BALANCING CONTROL VALVES, (plug or cock type) exterior finish

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
127	1 x 1-1/2"	25	ea	$19.00	$475.00	$460.75	$155.00	$3,875.00	$24.00	$600.00	$42.65	$1,066.25	$1,034.26
128	1-1/4 x 1-1/2"	25	ea	$21.61	$540.25	$524.04	$165.00	$4,125.00	$27.30	$682.50	$47.34	$1,183.50	$1,148.00
129	1-1/2 x 1-1/2"	25	ea	$25.46	$636.50	$617.41	$175.00	$4,375.00	$32.17	$804.25	$52.48	$1,312.00	$1,272.64
130	2 x 1-1/2"	25	ea	$49.68	$1,242.00	$1,204.74	$195.00	$4,875.00	$62.76	$1,569.00	$55.54	$1,388.50	$1,346.85
131	2-1/2 x 1-1/2"	25	ea	$49.68	$1,242.00	$1,204.74	$220.00	$5,500.00	$62.76	$1,569.00	$61.48	$1,537.00	$1,490.89
132	3 x 1-1/2"	25	ea	$75.43	$1,885.75	$1,829.18	$255.00	$6,375.00	$95.28	$2,382.00	$62.76	$1,569.00	$1,521.93
133	4 x2"	25	ea	$81.10	$2,027.50	$1,966.68	$305.00	$7,625.00	$102.44	$2,561.00	$90.17	$2,254.25	$2,186.62
134	5 x 2"	25	ea	$98.28	$2,457.00	$2,383.29	$355.00	$8,875.00	$124.15	$3,103.75	$92.89	$2,322.25	$2,252.58
135	6 x 2"	25	ea	$101.13	$2,528.25	$2,452.40	$405.00	$10,125.00	$127.75	$3,193.75	$98.87	$2,471.75	$2,397.60
136	8 X 2"	5	ea	$129.48	$647.40	$627.98	$495.00	$2,475.00	$163.56	$817.80	$116.46	$582.30	$564.83
137	10 x 2"	5	ea	$130.38	$651.90	$632.34	$585.00	$2,925.00	$164.70	$823.50	$127.03	$635.15	$616.10
138	12 x 2"	5	ea	$151.47	$757.35	$734.63	$685.00	$3,425.00	$191.57	$957.85	$150.16	$750.80	$728.28

SCREWED OR FLANGED BUTTERFLY VALVES, exterior finish

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
139	1 x 1-1/2"	15	ea	$32.11	$481.65	$467.20	$165.00	$2,475.00	$40.57	$608.55	$42.65	$639.75	$620.56
140	1-1/4 x 1-1/2"	15	ea	$32.11	$481.65	$467.20	$175.00	$2,625.00	$40.57	$608.55	$47.34	$710.10	$688.80
141	1-1/2 x 1-1/2"	15	ea	$36.15	$542.25	$525.98	$185.00	$2,775.00	$45.67	$685.05	$52.48	$787.20	$763.58
142	2 x 1-1/2"	15	ea	$50.34	$755.10	$732.45	$205.00	$3,075.00	$63.59	$953.85	$55.54	$833.10	$808.11
143	2-1/2 x 1-1/2"	15	ea	$65.31	$979.65	$950.26	$230.00	$3,450.00	$82.50	$1,237.50	$61.48	$922.20	$894.53
144	3 x 1-1/2"	10	ea	$75.43	$754.30	$731.67	$265.00	$2,650.00	$95.28	$952.80	$62.76	$627.60	$608.77
145	4 x 2"	30	ea	$84.63	$2,538.90	$2,462.73	$315.00	$9,450.00	$106.91	$3,207.30	$90.17	$2,705.10	$2,623.95
146	5 x 2"	30	ea	$102.99	$3,089.70	$2,997.01	$365.00	$10,950.00	$123.59	$3,707.70	$92.89	$2,786.70	$2,703.10
147	6 x 2"	30	ea	$115.55	$3,466.50	$3,362.51	$415.00	$12,450.00	$145.97	$4,379.10	$98.87	$2,966.10	$2,877.12
148	8 x 2"	10	ea	$137.68	$1,376.80	$1,335.50	$505.00	$5,050.00	$173.92	$1,739.20	$116.46	$1,164.60	$1,129.66
149	10 x2"	5	ea	$144.91	$724.55	$702.81	$595.00	$2,975.00	$183.05	$915.25	$127.03	$635.15	$616.10
150	12 x 2"	5	ea	$161.92	$809.60	$785.31	$695.00	$3,475.00	$204.54	$1,022.70	$150.24	$751.20	$728.66

SCREWED OR FLANGED 3-WAY CONTROL VALVES, exterior finish

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
151	1 x 1-1/2"	10	ea	$31.90	$319.00	$309.43	$225.00	$2,250.00	$40.30	$403.00	$166.39	$1,663.90	$1,613.98
152	1-1/4 x 1-1/2"	10	ea	$32.61	$326.10	$316.32	$235.00	$2,350.00	$41.20	$412.00	$170.56	$1,705.60	$1,654.43
153	1-1/2 x 1-1/2"	10	ea	$34.74	$347.40	$336.98	$250.00	$2,500.00	$43.89	$438.90	$182.18	$1,821.80	$1,767.15
154	2 x 1-1/2"	10	ea	$46.08	$460.80	$446.98	$275.00	$2,750.00	$58.21	$582.10	$184.96	$1,849.60	$1,794.11
155	2-1/2 x 1-1/2"	10	ea	$70.32	$703.20	$682.10	$305.00	$3,050.00	$88.03	$880.30	$195.77	$1,957.70	$1,898.97
156	3 x 1-1/2"	5	ea	$72.31	$361.55	$350.70	$345.00	$1,725.00	$91.34	$456.70	$243.40	$1,217.00	$1,180.49
157	4 x 2"	5	ea	$85.00	$425.00	$412.25	$395.00	$1,975.00	$107.38	$536.90	$310.62	$1,553.10	$1,506.51
158	5 x 2"	5	ea	$87.97	$439.85	$426.65	$455.00	$2,275.00	$111.13	$555.65	$321.89	$1,609.45	$1,561.17
159	6 x 2"	5	ea	$97.74	$488.70	$474.04	$525.00	$2,625.00	$123.47	$617.35	$438.99	$2,194.95	$2,129.10
160	8 x 2"	5	ea	$123.64	$618.20	$599.65	$635.00	$3,175.00	$156.18	$780.90	$506.85	$2,534.25	$2,458.22
161	10 x 2"	5	ea	$169.01	$845.05	$819.70	$755.00	$3,775.00	$213.49	$1,067.45	$555.45	$2,777.25	$2,693.93
162	12 x 2"	5	ea	$220.40	$1,102.00	$1,068.94	$885.00	$4,425.00	$278.40	$1,392.00	$792.63	$3,963.15	$3,844.26

PAIRED FLANGES WITH FLANGE COVERS, exterior finish

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
163	2 x 1-1/2"	20	ea	$50.34	$1,006.80	$976.60	$95.00	$1,900.00	$63.59	$1,271.80	$62.36	$1,247.20	$1,209.78
164	2-1/2 x 1-1/2"	20	ea	$65.31	$1,306.20	$1,267.01	$105.00	$2,100.00	$82.50	$1,650.00	$68.75	$1,375.00	$1,333.75
165	3 x 1-1/2"	10	ea	$75.43	$754.30	$731.67	$120.00	$1,200.00	$95.28	$952.80	$70.65	$706.50	$685.31
166	4 x 2"	25	ea	$84.63	$2,115.75	$2,052.28	$145.00	$3,625.00	$106.91	$2,672.75	$99.13	$2,478.25	$2,403.90
167	5 x 2"	25	ea	$97.84	$2,446.00	$2,372.62	$170.00	$4,250.00	$123.59	$3,089.75	$102.51	$2,562.75	$2,485.87
168	6 x 2"	25	ea	$115.55	$2,888.75	$2,802.09	$195.00	$4,875.00	$145.97	$3,649.25	$109.61	$2,740.25	$2,658.04
169	8 x 2"	10	ea	$137.68	$1,376.80	$1,335.50	$240.00	$2,400.00	$173.92	$1,739.20	$127.41	$1,274.10	$1,235.88
170	10 x 2"	5	ea	$144.91	$724.55	$702.81	$295.00	$1,475.00	$183.05	$915.25	$138.50	$692.50	$671.73
171	12 x 2"	5	ea	$16.29	$81.45	$79.01	$345.00	$1,725.00	$204.18	$1,020.90	$163.91	$819.55	$794.96

SCREW UNIONS, exterior finish

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
172	1 x 1-1/2"	25	ea	$4.95	$123.75	$120.04	$95.00	$2,375.00	$6.26	$156.50	$12.00	$300.00	$291.00
173	1-1/4x 1-1/2"	25	ea	$6.38	$159.50	$154.72	$105.00	$2,625.00	$8.06	$201.50	$12.23	$305.75	$296.58

174	1-1/2 x 1-1/12"	25	ea	$7.79	$194.75	$188.91	$115.00	$2,875.00	$9.85	$246.25	$20.24	$506.00	$490.82
175	2 x 1-1/2"	25	ea	$9.21	$230.25	$223.34	$135.00	$3,375.00	$11.64	$291.00	$20.24	$506.00	$490.82
176	2-1/2 x 1-1/2"	25	ea	$12.40	$310.00	$300.70	$155.00	$3,875.00	$15.67	$391.75	$29.41	$735.25	$713.19
177	3 x 1-1/2"	10	ea	$14.18	$141.80	$137.55	$180.00	$1,800.00	$17.92	$179.20	$33.68	$336.80	$326.70
178	4 x 2"	10	ea	$17.72	$177.20	$171.88	$215.00	$2,150.00	$22.39	$223.90	$36.71	$367.10	$356.09
179	6 x 2"	20	ea	$23.39	$467.80	$453.77	$265.00	$5,300.00	$29.56	$591.20	$40.98	$819.60	$795.01
180	8 x 2"	5	ea	$25.52	$127.60	$123.77	$315.00	$1,575.00	$33.24	$166.20	$46.41	$232.05	$225.09
181	10 x 2"	5	ea	$35.44	$177.20	$171.88	$385.00	$1,925.00	$44.77	$223.85	$55.68	$278.40	$270.05
182	12 x2"	5	ea	$51.04	$255.20	$247.54	$465.00	$2,325.00	$64.48	$322.40	$57.98	$289.90	$281.20

45- DEGREE FITTINGS (screw or weld), exterior finish

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
183	1 x 1-1/2"	15	ea	$27.69	$415.35	$402.89	$85.00	$1,275.00	$34.98	$524.70	$8.44	$126.60	$122.80
184	1-1/4 x 1-1/2"	25	ea	$29.77	$744.25	$721.92	$95.00	$2,375.00	$37.61	$940.25	$11.00	$275.00	$266.75
185	1-1/2 x 1-1/2"	25	ea	$31.14	$778.50	$755.15	$105.00	$2,625.00	$39.34	$983.50	$12.77	$319.25	$309.67
186	2 x 1-1/2"	25	ea	$35.61	$890.25	$863.54	$120.00	$3,000.00	$44.99	$1,124.75	$12.88	$322.00	$312.34
187	2-1/2 x 1-1/12"	15	ea	$36.65	$549.75	$533.26	$140.00	$2,100.00	$46.30	$694.50	$17.44	$261.60	$253.75
188	3 x 1-1/2"	15	ea	$36.86	$552.90	$536.31	$165.00	$2,475.00	$46.57	$698.55	$25.77	$386.55	$374.95
189	4 x 2"	15	ea	$49.91	$748.65	$726.19	$195.00	$2,925.00	$63.05	$945.75	$37.54	$563.10	$546.21
190	5 x 2"	25	ea	$57.65	$1,441.25	$1,398.01	$230.00	$5,750.00	$72.83	$1,820.75	$40.04	$1,001.00	$970.97
191	6 x 2"	25	ea	$74.67	$1,866.75	$1,810.75	$265.00	$6,625.00	$94.32	$2,358.00	$48.31	$1,207.75	$1,171.52
192	8 x 2"	5	ea	$96.78	$483.90	$469.38	$325.00	$1,625.00	$122.26	$611.30	$68.97	$344.85	$334.50
193	10 x 2"	5	ea	$120.80	$604.00	$585.88	$395.00	$1,975.00	$152.59	$762.95	$89.89	$449.45	$435.97
194	12 x 2"	5	ea	$174.80	$874.00	$847.78	$475.00	$2,375.00	$220.59	$1,102.95	$120.74	$603.70	$585.59

FLEX AND PUMP CONNECTORS, flanged, exterior finish

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
195	2 x 1-1/2"	25	ea	$50.34	$1,258.50	$1,220.75	$265.00	$6,625.00	$63.59	$1,589.75	$55.54	$1,388.50	$1,346.85
196	2-1/2 x 1- 1/2"	25	ea	$65.31	$1,632.75	$1,583.77	$295.00	$7,375.00	$82.50	$2,062.50	$61.48	$1,537.00	$1,490.89
197	3 x 1-1/2"	25	ea	$75.43	$1,885.75	$1,829.18	$335.00	$8,375.00	$95.28	$2,382.00	$62.76	$1,569.00	$1,521.93
198	4 x 2"	25	ea	$84.63	$2,115.75	$2,052.28	$395.00	$9,875.00	$106.91	$2,672.75	$90.17	$2,254.25	$2,186.62
199	5 x 2"	25	ea	$97.84	$2,446.00	$2,372.62	$455.00	$11,375.00	$123.59	$3,089.75	$92.89	$2,322.25	$2,252.58
200	6 x 2"	25	ea	$115.55	$2,888.75	$2,802.09	$515.00	$12,875.00	$145.97	$3,649.25	$98.87	$2,471.75	$2,397.60
201	8 x 2"	5	ea	$137.68	$688.40	$667.75	$625.00	$3,125.00	$173.92	$869.60	$116.46	$582.30	$564.83

202	10 x 2 “	5	ea	$144.91	$724.55	$702.81	$745.00	$3,725.00	$183.05	$915.25	$127.03	$635.15	$616.10
203	12 x 2”	5	ea	$161.64	$808.20	$783.95	$875.00	$4,375.00	$204.18	$1,020.90	$150.24	$751.20	$728.66

CIRCUIT SETTERS, ANNUBAR FITTINGS, exterior finish

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
204	1 x 1-1/2”	20	ea	$12.87	$257.40	$249.68	$325.00	$6,500.00	$16.26	$325.20	$42.65	$853.00	$827.41
205	1-1/4 x 1-1/2”	20	ea	$13.24	$264.80	$256.86	$345.00	$6,900.00	$16.73	$334.60	$47.34	$946.80	$918.40
206	1-1/2 x 1-1/2”	20	ea	$14.53	$290.60	$281.88	$365.00	$7,300.00	$18.36	$367.20	$52.48	$1,049.60	$1,018.11
207	2 x 1-1/2”	20	ea	$16.80	$336.00	$325.92	$395.00	$7,900.00	$21.23	$424.60	$55.54	$1,110.80	$1,077.48
208	2-1/2 x 1-1/2”	20	ea	$22.19	$443.80	$430.49	$425.00	$8,500.00	$28.03	$560.60	$61.48	$1,229.60	$1,192.71
209	3 x 1-1/2”	10	ea	$26.22	$262.20	$254.33	$465.00	$4,650.00	$33.13	$331.30	$62.76	$627.60	$608.77
210	4 x 2”	10	ea	$31.90	$319.00	$309.43	$525.00	$5,250.00	$40.30	$403.00	$90.17	$901.70	$874.65
211	5 x 2”	10	ea	$32.61	$326.10	$316.32	$585.00	$5,850.00	$41.20	$412.00	$92.89	$928.90	$901.03
212	6 x 2”	10	ea	$41.11	$411.10	$398.77	$645.00	$6,450.00	$51.94	$519.40	$98.87	$988.70	$959.04
213	8 x 2”	4	ea	$45.37	$181.48	$176.04	$765.00	$3,060.00	$57.31	$229.24	$116.46	$465.84	$451.86
214	10 x 2”	4	ea	$48.91	$195.64	$189.77	$885.00	$3,540.00	$61.79	$247.16	$127.03	$508.12	$492.88
215	Wrap, finished with FSK tape or mastic on seams	250	S.F.	$1.38	$345.00	$334.65	$5.50	$1,375.00	$1.75	$437.50	$1.26	$315.00	$305.55
216	Duct Wrap, finished with FSK tape or mastic on seams,	4,000	S.F.	$1.38	$5,520.00	$5,354.40	$6.25	$25,000.00	$1.75	$7,000.00	$1.61	$6,440.00	$6,246.80
217	Board, 3- pound density, finished with FSK tape,	250	S.F.	$4.02	$1,005.00	$974.85	$7.25	$1,812.50	$5.09	$1,272.50	$4.07	$1,017.50	$986.98
218	2” Fiberglass Duct Board, 3-pound density, finished with FSK tape	250	S.F.	$6.75	$1,687.50	$1,636.88	$8.25	$2,062.50	$8.53	$2,132.50	$7.38	$1,845.00	$1,789.65

PREFABRICATED OR FIELD-FABRICATED ALUMINUM FITTING COVERS, 45–AND 90 degree elbows, equalized tees, screw or weld, exterior finish

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
219	1”	10	ea	$16.68	$166.80	$161.80	$65.00	$650.00	$21.07	$210.70	$25.50	$255.00	$247.35
220	1-1/2”	25	ea	$17.78	$444.50	$431.17	$75.00	$1,875.00	$22.46	$561.50	$27.97	$699.25	$678.27
221	2”	25	ea	$19.37	$484.25	$469.72	$85.00	$2,125.00	$21.47	$536.75	$27.97	$699.25	$678.27

222	2-1/2"	25	ea	$20.45	$511.25	$495.91	$95.00	$2,375.00	$25.84	$646.00	$28.71	$717.75	$696.22
223	3"	15	ea	$22.16	$332.40	$322.43	$115.00	$1,725.00	$28.00	$420.00	$28.71	$430.65	$417.73
224	4"	15	ea	$24.01	$360.15	$349.35	$135.00	$2,025.00	$30.34	$455.10	$37.98	$569.70	$552.61
225	5"	15	ea	$28.50	$427.50	$414.68	$155.00	$2,325.00	$36.00	$540.00	$38.47	$577.05	$559.74
226	6"	15	ea	$29.15	$437.25	$424.13	$175.00	$2,625.00	$36.83	$552.45	$43.72	$655.80	$636.13
227	8"	25	ea	$33.11	$827.75	$802.92	$225.00	$5,625.00	$41.83	$1,045.75	$63.95	$1,598.75	$1,550.79
228	10"	15	ea	$53.08	$796.20	$772.31	$275.00	$4,125.00	$67.06	$1,005.90	$88.95	$1,334.25	$1,294.22
229	12"	15	ea	$58.71	$880.65	$854.23	$325.00	$4,875.00	$74.17	$1,112.55	$156.93	$2,353.95	$2,283.33

HOT SURFACE INSULATION, sizes listed are for 21' lengths of black steel I.D. pipe FIBERGLASS PIPE INSULATION WITH FITTING COVERS AND JACKETING

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
230	1/2"	63	L.F.	$2.52	$158.76	$154.00	$14.50	$913.50	$3.19	$200.97	$7.95	$500.85	$485.82
231	3/4"	63	L.F.	$2.52	$158.76	$154.00	$15.50	$976.50	$3.19	$200.97	$7.95	$500.85	$485.82
232	1"	63	L.F.	$2.83	$178.29	$172.94	$16.50	$1,039.50	$3.58	$225.54	$8.59	$541.17	$524.93
233	1-1/2"	315	L.F.	$3.13	$985.95	$956.37	$18.50	$5,827.50	$3.96	$1,247.40	$9.49	$2,989.35	$2,899.67
234	2"	315	L.F.	$3.53	$1,111.95	$1,078.59	$20.50	$6,457.50	$4.46	$1,404.90	$10.08	$3,175.20	$3,079.94
235	2-1/2"	315	L.F.	$3.79	$1,193.85	$1,158.03	$23.50	$7,402.50	$4.79	$1,508.85	$10.86	$3,420.90	$3,318.27
236	3"	315	L.F.	$4.12	$1,297.80	$1,258.87	$26.50	$8,347.50	$5.21	$1,641.15	$11.82	$3,723.30	$3,611.60
237	4"	315	L.F.	$4.96	$1,562.40	$1,515.53	$29.50	$9,292.50	$6.28	$1,978.20	$13.40	$4,221.00	$4,094.37

HOT WATER INDOOR PIPING,FLANGED VALVES, insulated per the Bid Specifications

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
238	2"	5	ea	$19.80	$99.00	$96.03	$185.00	$925.00	$25.02	$125.10	$38.83	$194.15	$188.33
239	3"	5	ea	$22.74	$113.70	$110.29	$235.00	$1,175.00	$28.73	$143.65	$43.34	$216.70	$210.20
240	4"	5	ea	$26.38	$131.90	$127.94	$295.00	$1,475.00	$33.32	$166.60	$48.75	$243.75	$236.44

HOT WATER INDOOR PIPING, 45-AND 90-DEGREE ELBOWS, insulated per the Bid Specifications preformed Zeston or Proto fitting covers

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
241	1/2" 45-degrees	25	ea	$1.54	$38.50	$37.35	$38.00	$950.00	$1.96	$49.00	$3.95	$98.75	$95.79
242	1/2" 90-degrees	25	ea	$1.54	$38.50	$37.35	$45.00	$1,125.00	$1.96	$49.00	$3.95	$98.75	$95.79
243	3/4" 45-degrees	25	ea	$1.54	$38.50	$37.35	$42.00	$1,050.00	$1.96	$49.00	$3.95	$98.75	$95.79
244	3/4" 90-degrees	25	ea	$1.54	$38.50	$37.35	$50.00	$1,250.00	$1.96	$49.00	$3.95	$98.75	$95.79
245	1" 45-degrees	25	ea	$1.54	$38.50	$37.35	$48.00	$1,200.00	$1.96	$49.00	$4.77	$119.25	$115.67
246	1" 90- degrees	25	ea	$1.54	$38.50	$37.35	$58.00	$1,450.00	$1.96	$49.00	$4.77	$119.25	$115.67
247	1-1/2" 45-degrees	25	ea	$2.06	$51.50	$49.96	$62.00	$1,550.00	$2.61	$65.25	$5.57	$139.25	$135.07
248	1-1/2" 90-degrees	25	ea	$2.06	$51.50	$49.96	$75.00	$1,875.00	$2.61	$65.25	$5.57	$139.25	$135.07
249	2" 45-degrees	25	ea	$2.06	$51.50	$49.96	$78.00	$1,950.00	$2.61	$65.25	$7.33	$183.25	$177.75
250	2" 90-degrees	25	ea	$2.06	$51.50	$49.96	$95.00	$2,375.00	$2.61	$65.25	$7.33	$183.25	$177.75
251	2-1/2" 45-degrees	25	ea	$4.38	$109.50	$106.22	$98.00	$2,450.00	$5.58	$139.50	$12.88	$322.00	$312.34
252	2-1/2" 90-degrees	25	ea	$4.38	$109.50	$106.22	$120.00	$3,000.00	$5.50	$137.50	$12.88	$322.00	$312.34
253	3" 45-degrees	25	ea	$4.49	$112.25	$108.88	$125.00	$3,125.00	$5.67	$141.75	$12.88	$322.00	$312.34
254	3" 90-degrees	25	ea	$4.49	$112.25	$108.88	$150.00	$3,750.00	$5.67	$141.75	$12.88	$322.00	$312.34
255	4" 45-degrees	25	ea	$4.75	$118.75	$115.19	$165.00	$4,125.00	$6.00	$150.00	$16.93	$423.25	$410.55
256	4" 90-degrees	25	ea	$4.75	$118.75	$115.19	$195.00	$4,875.00	$6.00	$150.00	$16.93	$423.25	$410.55
	HOT WATER INDOOR PIPING EQUALIZED TEES, insulated per the Bid Specifications												
Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
257	3/4"	20	ea	$9.24	$184.80	$179.26	$65.00	$1,300.00	$11.66	$233.20	$3.95	$79.00	$76.63
258	1"	20	ea	$10.94	$218.80	$212.24	$75.00	$1,500.00	$13.82	$276.40	$4.77	$95.40	$92.54
259	1-1/2"	20	ea	$13.31	$266.20	$258.21	$95.00	$1,900.00	$16.82	$336.40	$5.57	$111.40	$108.06
260	2"	20	ea	$14.97	$299.40	$290.42	$115.00	$2,300.00	$18.91	$378.20	$7.33	$146.60	$142.20
261	2-1/2"	20	ea	$17.29	$345.80	$335.43	$145.00	$2,900.00	$21.85	$437.00	$12.88	$257.60	$249.87
262	3"	20	ea	$19.51	$390.20	$378.49	$175.00	$3,500.00	$24.65	$493.00	$12.88	$257.60	$249.87
263	4"	20	ea	$20.54	$410.80	$398.48	$215.00	$4,300.00	$25.96	$519.20	$16.93	$338.60	$328.44
	BOILER VESSELS AND CONDENSATE TANKS												

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
264	insulated with 4" fiberglass pipe and	125	sqft	$8.34	$1,042.50	$1,011.23	$18.50	$2,312.50	$17.83	$2,228.75	$5.34	$667.50	$647.48
265	insulated with 2" calcium silicate	125	sqft	$5.96	$745.00	$722.65	$26.00	$3,250.00	$22.24	$2,780.00	$10.67	$1,333.75	$1,293.74
266	insulated wit 2" fiberglass pipe and	150	sqft	$5.96	$894.00	$867.18	$15.50	$2,325.00	$26.78	$4,017.00	$5.34	$801.00	$776.97

BOILIER EXHAUST STACKS, insulated with calcium silicate per the Bid Specifications

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
267	4"	10	L.F.	$14.11	$141.10	$136.87	$85.00	$850.00	$17.83	$178.30	$22.64	$226.40	$219.61
268	6"	10	L.F.	$17.59	$175.90	$170.62	$110.00	$1,100.00	$22.24	$222.40	$27.71	$277.10	$268.79
269	8"	10	L.F.	$21.20	$212.00	$205.64	$135.00	$1,350.00	$26.78	$267.80	$32.59	$325.90	$316.12
270	10"	10	L.F.	$26.28	$262.80	$254.92	$165.00	$1,650.00	$33.20	$332.00	$40.39	$403.90	$391.78
271	12"	10	L.F.	$30.10	$301.00	$291.97	$195.00	$1,950.00	$39.03	$390.30	$44.64	$446.40	$433.01
272	14"	10	L.F.	$32.11	$321.10	$311.47	$235.00	$2,350.00	$40.57	$405.70	$48.86	$488.60	$473.94
273	16"	10	L.F.	$37.72	$377.20	$365.88	$275.00	$2,750.00	$47.65	$476.50	$53.64	$536.40	$520.31
274	18"	10	L.F.	$44.42	$444.20	$430.87	$315.00	$3,150.00	$56.11	$561.10	$58.33	$583.30	$565.80
275	20"	10	L.F.	$55.20	$552.00	$535.44	$355.00	$3,550.00	$69.73	$697.30	$71.31	$713.10	$691.71

STEAM SYSTEMS INDOOR PIPING, insulated per the Bid Specifications

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
276	1/2"	63	L.F.	$3.29	$207.27	$201.05	$22.00	$1,386.00	$4.16	$262.08	$4.98	$313.74	$304.33
277	3/4"	63	L.F.	$3.53	$222.39	$215.72	$24.00	$1,512.00	$4.46	$280.98	$5.38	$338.94	$328.77
278	1"	63	L.F.	$4.29	$270.27	$262.16	$27.00	$1,701.00	$5.42	$341.46	$5.60	$352.80	$342.22
279	1-1/2"	63	L.F.	$5.05	$318.15	$308.61	$32.00	$2,016.00	$6.38	$401.94	$6.61	$416.43	$403.94
280	2"	63	L.F.	$5.81	$366.03	$355.05	$38.00	$2,394.00	$7.34	$462.42	$7.08	$446.04	$432.66
281	2-1/2"	63	L.F.	$6.31	$397.53	$385.60	$44.00	$2,772.00	$7.98	$502.74	$7.98	$502.74	$487.66
282	3"	63	L.F.	$6.82	$429.66	$416.77	$52.00	$3,276.00	$8.62	$543.06	$11.82	$744.66	$722.32

283	4"	63	L.F.	$9.08	$572.04	$554.88	$65.00	$4,095.00	$11.47	$722.61	$13.40	$844.20	$818.87

STEAM SYSTEMS INDOOR PIPING, 45-AND 90-DEGREE ELBOWS, insulated per the Bid Specifications

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
284	1/2" 45-degrees	25	ea	$2.52	$63.00	$61.11	$95.00	$2,375.00	$3.20	$80.00	$2.46	$61.50	$59.66
285	1/2" 90-degrees	25	ea	$2.52	$63.00	$61.11	$110.00	$2,750.00	$3.20	$80.00	$2.46	$61.50	$59.66
286	3/4" 45-degrees	25	ea	$2.83	$70.75	$68.63	$105.00	$2,625.00	$3.58	$89.50	$2.46	$61.50	$59.66
287	3/4" 90-degrees	25	ea	$2.83	$70.75	$68.63	$125.00	$3,125.00	$3.58	$89.50	$2.46	$61.50	$59.66
288	1" 45-degrees	25	ea	$2.83	$70.75	$68.63	$120.00	$3,000.00	$3.58	$89.50	$3.13	$78.25	$75.90
289	1" 90-degrees	25	ea	$2.83	$70.75	$68.63	$145.00	$3,625.00	$3.58	$89.50	$3.13	$78.25	$75.90
290	1-1/2" 45-degrees	25	ea	$3.13	$78.25	$75.90	$155.00	$3,875.00	$3.96	$99.00	$3.95	$98.75	$95.79
291	1-1/2" 90-degrees	25	ea	$3.13	$78.25	$75.90	$185.00	$4,625.00	$3.96	$99.00	$3.95	$98.75	$95.79
292	2" 45-degrees	25	ea	$3.79	$94.75	$91.91	$195.00	$4,875.00	$4.79	$119.75	$4.77	$119.25	$115.67
293	2" 90-degrees	25	ea	$3.79	$94.75	$91.91	$235.00	$5,875.00	$4.79	$119.75	$4.77	$119.25	$115.67
294	2-1/2" 45-degrees	25	ea	$3.79	$94.75	$91.91	$255.00	$6,375.00	$4.79	$119.75	$5.57	$139.25	$135.07
295	2-1/2" 90-degrees	25	ea	$3.79	$94.75	$91.91	$295.00	$7,375.00	$4.79	$119.75	$5.57	$139.25	$135.07
296	3" 45-degrees	25	ea	$4.12	$103.00	$99.91	$315.00	$7,875.00	$5.21	$130.25	$12.88	$322.00	$312.34
297	3" 90-degrees	25	ea	$4.12	$103.00	$99.91	$365.00	$9,125.00	$5.21	$130.25	$12.88	$322.00	$312.34
298	4" 45-degrees	25	ea	$4.96	$124.00	$120.28	$415.00	$10,375.00	$6.28	$157.00	$16.93	$423.25	$410.55
299	4" 90-degrees	25	ea	$4.96	$124.00	$120.28	$475.00	$11,875.00	$6.28	$157.00	$16.93	$423.25	$410.55

HOT WATER OUTDOOR PIPING, 45-AND 90 DEGREE ELBOWS, insulated per the Bid Specifications preformed Zeston or Proto fitting covers

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
300	1/2" 45-degrees	25	ea	$5.39	$134.75	$130.71	$115.00	$2,875.00	$6.82	$170.50	$3.95	$98.75	$95.79
301	1/2" 90-degrees	25	ea	$5.39	$134.75	$130.71	$135.00	$3,375.00	$6.82	$170.50	$3.95	$98.75	$95.79
302	3/4" 45-degrees	25	ea	$5.93	$148.25	$143.80	$125.00	$3,125.00	$7.50	$187.50	$3.95	$98.75	$95.79
303	3/4" 90-degrees	25	ea	$5.93	$148.25	$143.80	$145.00	$3,625.00	$7.50	$187.50	$3.95	$98.75	$95.79
304	1" 45-degrees	25	ea	$6.47	$161.75	$156.90	$145.00	$3,625.00	$8.18	$204.50	$4.77	$119.25	$115.67
305	1"90-degrees	25	ea	$7.02	$175.50	$170.24	$165.00	$4,125.00	$8.87	$221.75	$4.77	$119.25	$115.67

306	1-1/2" 45-degrees	25	ea	$7.55	$188.75	$183.09	$185.00	$4,625.00	$9.54	$238.50	$5.57	$139.25	$135.07
307	1-1/2" 90-degrees	25	ea	$8.09	$202.25	$196.18	$215.00	$5,375.00	$10.22	$255.50	$5.57	$139.25	$135.07
308	2" 45-degrees	25	ea	$9.17	$229.25	$222.37	$235.00	$5,875.00	$11.59	$289.75	$7.33	$183.25	$177.75
309	2" 90-degrees	25	ea	$9.44	$236.00	$228.92	$275.00	$6,875.00	$11.93	$298.25	$7.33	$183.25	$177.75
310	2-1/2" 45-degrees	25	ea	$10.79	$269.75	$261.66	$295.00	$7,375.00	$13.63	$340.75	$12.88	$322.00	$312.34
311	2-1/2" 90-degrees	25	ea	$11.33	$283.25	$274.75	$345.00	$8,625.00	$14.32	$358.00	$12.88	$322.00	$312.34
312	3" 45-degrees	25	ea	$12.41	$310.25	$300.94	$365.00	$9,125.00	$15.68	$392.00	$12.88	$322.00	$312.34
313	3" 90-degrees	25	ea	$12.95	$323.75	$314.04	$425.00	$10,625.00	$16.39	$409.75	$12.88	$322.00	$312.34
314	4" 45-degrees	25	ea	$15.11	$377.75	$366.42	$485.00	$12,125.00	$19.09	$477.25	$16.93	$423.25	$410.55
315	4" 90-degrees	25	ea	$15.65	$391.25	$379.51	$565.00	$14,125.00	$19.78	$494.50	$16.93	$423.25	$410.55

HOT WATER OUTDOOR PIPING, EQUALIZED TEES, insulated per the Bid Specifications

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
316	3/4"	15	ea	$10.79	$161.85	$156.99	$175.00	$2,625.00	$13.63	$204.45	$3.95	$59.25	$57.47
317	1"	15	ea	$11.33	$169.95	$164.85	$195.00	$2,925.00	$13.63	$204.45	$4.77	$71.55	$69.40
318	1-1/2"	15	ea	$13.49	$202.35	$196.28	$245.00	$3,675.00	$17.04	$255.60	$5.57	$83.55	$81.04
319	2"	10	ea	$15.11	$151.10	$146.57	$295.00	$2,950.00	$19.09	$190.90	$7.33	$73.30	$71.10
320	2-1/2"	15	ea	$17.27	$259.05	$251.28	$345.00	$5,175.00	$21.02	$315.30	$12.88	$193.20	$187.40
321	3"	15	ea	$17.81	$267.15	$259.14	$395.00	$5,925.00	$22.50	$337.50	$12.88	$193.20	$187.40
322	4"	15	ea	$19.42	$291.30	$282.56	$485.00	$7,275.00	$24.54	$368.10	$16.93	$253.95	$246.33

HOT WATER OUTDOOR PIPING FLANGED VALVES, insulated per the Bid Specifications

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
323	2"	5	ea	$27.95	$139.75	$135.56	$575.00	$2,875.00	$35.32	$176.60	$18.60	$93.00	$90.21
324	3"	5	ea	$31.99	$159.95	$155.15	$725.00	$3,625.00	$40.42	$202.10	$19.98	$99.90	$96.90
325	4"	5	ea	$35.60	$178.00	$172.66	$895.00	$4,475.00	$44.97	$224.85	$21.60	$108.00	$104.76

STEAM SYSTEMS OUTDOOR PIPING, insulated per the Bid Specifications

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
326	1/2"	21	L.F.	$2.86	$60.06	$58.26	$48.00	$1,008.00	$3.63	$76.23	$7.54	$158.34	$153.59
327	3/4"	21	L.F.	$2.86	$60.06	$58.26	$52.00	$1,092.00	$3.63	$76.23	$7.70	$161.70	$156.85
328	1"	21	L.F.	$3.22	$67.62	$65.59	$56.00	$1,176.00	$4.07	$85.47	$8.15	$171.15	$166.02
329	1-1/2"	21	L.F.	$3.56	$74.76	$72.52	$64.00	$1,344.00	$4.50	$94.50	$9.23	$193.83	$188.02
330	2"	21	L.F.	$4.01	$84.21	$81.68	$72.00	$1,512.00	$5.08	$106.68	$9.99	$209.79	$203.50
331	2-1/2"	21	L.F.	$4.30	$90.30	$87.59	$82.00	$1,722.00	$5.44	$114.24	$10.82	$227.22	$220.40
332	3"	21	L.F.	$4.68	$98.28	$95.33	$95.00	$1,995.00	$5.92	$124.32	$11.41	$239.61	$232.42
333	4"	21	L.F.	$5.64	$118.44	$114.89	$115.00	$2,415.00	$7.13	$149.73	$12.94	$271.74	$263.59

STEAM SYSTEMS OUTDOOR PIPING,45-AND 90- DEGREE ELBOWS, insulated per the Bid Specifications

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
334	1/2" 45-degrees	25	ea	$5.39	$134.75	$130.71	$185.00	$4,625.00	$6.82	$170.50	$11.24	$281.00	$272.57
335	1/2" 90-degrees	25	ea	$5.39	$134.75	$130.71	$215.00	$5,375.00	$6.82	$170.50	$11.24	$281.00	$272.57
336	3/4" 45-degrees	25	ea	$5.93	$148.25	$143.80	$195.00	$4,875.00	$7.50	$187.50	$11.24	$281.00	$272.57
337	3/4" 90-degrees	25	ea	$5.22	$130.50	$126.59	$225.00	$5,625.00	$6.60	$165.00	$11.24	$281.00	$272.57
338	1" 45-degrees	25	ea	$6.47	$161.75	$156.90	$215.00	$5,375.00	$8.18	$204.50	$12.53	$313.25	$303.85
339	1" 90-degrees	25	ea	$7.02	$175.50	$170.24	$245.00	$6,125.00	$8.87	$221.75	$12.53	$313.25	$303.85
340	1-1/2" 45-degrees	25	ea	$7.55	$188.75	$183.09	$255.00	$6,375.00	$9.54	$238.50	$14.08	$352.00	$341.44
341	1-1/2" 90 degrees	25	ea	$8.09	$202.25	$196.18	$295.00	$7,375.00	$10.23	$255.75	$14.08	$352.00	$341.44
342	2" 45-degrees	25	ea	$9.17	$229.25	$222.37	$305.00	$7,625.00	$11.60	$290.00	$14.21	$355.25	$344.59
343	2" 90-degrees	25	ea	$9.44	$236.00	$228.92	$355.00	$8,875.00	$11.93	$298.25	$14.21	$355.25	$344.59
344	2-1/2" 45-degrees	25	ea	$10.79	$269.75	$261.66	$365.00	$9,125.00	$13.63	$340.75	$16.82	$420.50	$407.89
345	2-1/2" 90-degrees	25	ea	$11.33	$283.25	$274.75	$425.00	$10,625.00	$14.32	$358.00	$16.82	$420.50	$407.89
346	3" 45-degrees	25	ea	$12.41	$310.25	$300.94	$445.00	$11,125.00	$15.68	$392.00	$17.83	$445.75	$432.38
347	3" 90-degrees	25	ea	$12.95	$323.75	$314.04	$525.00	$13,125.00	$16.37	$409.25	$17.83	$445.75	$432.38
348	4" 45-segrees	25	ea	$15.11	$377.75	$366.42	$585.00	$14,625.00	$19.09	$477.25	$22.46	$561.50	$544.66
349	4" 90-degrees	25	ea	$15.65	$391.25	$379.51	$675.00	$16,875.00	$19.78	$494.50	$22.46	$561.50	$544.66
350	5" 45-degrees	5	ea	$16.72	$83.60	$81.09	$785.00	$3,925.00	$21.13	$105.65	$29.20	$146.00	$141.62
351	5" 90-degrees	5	ea	$17.27	$86.35	$83.76	$895.00	$4,475.00	$21.82	$109.10	$29.20	$146.00	$141.62

STEAM SYSTEMS OUTDOOR PIPIN, EQUALIZED TEES, insulated per the Bid Specifications

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
352	3/4"	25	ea	$10.79	$269.75	$261.66	$225.00	$5,625.00	$13.63	$340.75	$44.44	$1,111.00	$1,077.67
353	1"	25	ea	$11.33	$283.25	$274.75	$245.00	$6,125.00	$14.32	$358.00	$44.78	$1,119.50	$1,085.92
354	1-1/2"	25	ea	$13.49	$337.25	$327.13	$305.00	$7,625.00	$17.08	$427.00	$46.90	$1,172.50	$1,137.33
355	2"	25	ea	$15.11	$377.75	$366.42	$365.00	$9,125.00	$19.00	$475.00	$48.18	$1,204.50	$1,168.37
356	2-1/2"	10	ea	$17.27	$172.70	$167.52	$425.00	$4,250.00	$21.82	$218.20	$50.58	$505.80	$490.63
357	3"	10	ea	$17.81	$178.10	$172.76	$485.00	$4,850.00	$22.50	$225.00	$50.58	$505.80	$490.63
358	4"	10	ea	$19.42	$194.20	$188.37	$585.00	$5,850.00	$24.54	$245.40	$55.26	$552.60	$536.02
359	5"	10	ea	$22.66	$226.60	$219.80	$685.00	$6,850.00	$28.63	$286.30	$61.45	$614.50	$596.07

STEAM SYSTEMS OUTDOOR PIPING FLANGED VALVES, insulated per the Bid Specifications

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
360	2"	20	ea	$45.34	$906.80	$879.60	$575.00	$11,500.00	$52.28	$1,045.60	$20.28	$405.60	$393.43
361	3"	20	ea	$54.52	$1,090.40	$1,057.69	$725.00	$14,500.00	$68.87	$1,377.40	$22.07	$441.40	$428.16
362	4"	25	ea	$59.37	$1,484.25	$1,439.72	$895.00	$22,375.00	$75.00	$1,875.00	$24.04	$601.00	$582.97
363	5"	5	ea	$63.69	$318.45	$308.90	$1,150.00	$5,750.00	$80.46	$402.30	$27.80	$139.00	$134.83

KITCHEN STEAM SYSTEMS PIPING, insulated per the Bid Specifications

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
364	1/2"	63	L.F.	$14.35	$904.05	$876.93	$38.00	$2,394.00	$18.13	$1,142.19	$5.90	$371.70	$360.55
365	3/4"	63	L.F.	$15.36	$967.68	$938.65	$42.00	$2,646.00	$19.40	$1,222.20	$6.13	$386.19	$374.60
366	1"	63	L.F.	$15.20	$957.60	$928.87	$48.00	$3,024.00	$20.11	$1,266.93	$6.33	$398.79	$386.83
367	1-1/2"	63	L.F.	$16.42	$1,034.46	$1,003.43	$58.00	$3,654.00	$20.75	$1,307.25	$7.42	$467.46	$453.44
368	2"	63	L.F.	$16.67	$1,050.21	$1,018.70	$68.00	$4,284.00	$21.06	$1,326.78	$7.70	$485.10	$470.55
369	2-1/2"	63	L.F.	$17.43	$1,098.09	$1,065.15	$78.00	$4,914.00	$22.02	$1,387.26	$8.69	$547.47	$531.05

370	3"	63	L.F.	$17.94	$1,130.22	$1,096.31	$88.00	$5,544.00	$22.66	$1,427.58	$9.57	$602.91	$584.82
KITCHEN STEAM SYSTEMS PIPING,45 insulated per the Bid Specifications													
Item #	**Description**	**Estimated Quantity**	**Unit of Measure**	**Blizzard Air Conditioning, LLC - Price Per Unit of Measure**	**Blizzard Air Conditioning, LLC - Total $ Bid Line Item**	**Blizzard Air Conditioning, LLC - 3% price preference**	**Peak Air Mechanical, LLC - Price Per Unit of Measure**	**Peak Air Mechanical, LLC - Total $ Bid Line Item**	**Thermal Concepts LLC - Price Per Unit of Measure**	**Thermal Concepts LLC - Total $ Bid Line Item**	**Sparta Insulation Conmpany - Price Per Unit of Measure2**	**Sparta Insulation Conmpany - Total $ Bid Line Item3**	**Sparta Insulation Conmpany - 3% price preference**
371	1/2" 45- degrees	20	ea	$5.05	$101.00	$97.97	$145.00	$2,900.00	$6.38	$127.60	$8.96	$179.20	$173.82
372	1/2" 90-degrees	20	ea	$5.05	$101.00	$97.97	$165.00	$3,300.00	$6.38	$127.60	$8.96	$179.20	$173.82
373	3/4" 45-degrees	20	ea	$5.55	$111.00	$107.67	$155.00	$3,100.00	$7.02	$140.40	$8.96	$179.20	$173.82
374	3/4" 90-degrees	20	ea	$5.55	$111.00	$107.67	$175.00	$3,500.00	$7.02	$140.40	$8.96	$179.20	$173.82
375	1" 45-degrees	20	ea	$6.06	$121.20	$117.56	$175.00	$3,500.00	$7.66	$153.20	$9.69	$193.80	$187.99
376	1" 90-degrees	20	ea	$6.06	$121.20	$117.56	$195.00	$3,900.00	$7.66	$153.20	$9.69	$193.80	$187.99
377	1-1/2" 45-degrees	20	ea	$6.91	$138.20	$134.05	$215.00	$4,300.00	$8.29	$165.80	$11.24	$224.80	$218.06
378	1-1/2" 90-degrees	20	ea	$7.07	$141.40	$137.16	$235.00	$4,700.00	$8.94	$178.80	$11.24	$224.80	$218.06
379	2" 45-degrees	20	ea	$7.58	$151.60	$147.05	$255.00	$5,100.00	$9.58	$191.60	$12.53	$250.60	$243.08
380	2" 90-degrees	20	ea	$8.58	$171.60	$166.45	$275.00	$5,500.00	$10.85	$217.00	$12.53	$250.60	$243.08
381	2-1/2" 45-degrees	20	ea	$10.10	$202.00	$195.94	$295.00	$5,900.00	$12.77	$255.40	$14.08	$281.60	$273.15
382	2-1/2" 90-degrees	20	ea	$10.10	$202.00	$195.94	$315.00	$6,300.00	$12.77	$255.40	$14.08	$281.60	$273.15
383	3" 45-degrees	20	ea	$12.13	$242.60	$235.32	$335.00	$6,700.00	$15.32	$306.40	$14.21	$284.20	$275.67
384	3" 90-degrees	20	ea	$12.88	$257.60	$249.87	$355.00	$7,100.00	$16.27	$325.40	$14.21	$284.20	$275.67
KITCHEN STEAM SYSTEMS PIPING, EQUALIZED TEES, insulated per the Bid Specifications													
Item #	**Description**	**Estimated Quantity**	**Unit of Measure**	**Blizzard Air Conditioning, LLC - Price Per Unit of Measure**	**Blizzard Air Conditioning, LLC - Total $ Bid Line Item**	**Blizzard Air Conditioning, LLC - 3% price preference**	**Peak Air Mechanical, LLC - Price Per Unit of Measure**	**Peak Air Mechanical, LLC - Total $ Bid Line Item**	**Thermal Concepts LLC - Price Per Unit of Measure**	**Thermal Concepts LLC - Total $ Bid Line Item**	**Sparta Insulation Conmpany - Price Per Unit of Measure2**	**Sparta Insulation Conmpany - Total $ Bid Line Item3**	**Sparta Insulation Conmpany - 3% price preference**
385	3/4"	25	ea	$10.79	$269.75	$261.66	$245.00	$6,125.00	$13.63	$340.75	$8.96	$224.00	$217.28
386	1"	25	ea	$11.33	$283.25	$274.75	$265.00	$6,625.00	$14.32	$358.00	$9.69	$242.25	$234.98
387	1-1/2"	25	ea	$13.49	$337.25	$327.13	$325.00	$8,125.00	$17.04	$426.00	$11.24	$281.00	$272.57
388	2"	25	ea	$15.11	$377.75	$366.42	$385.00	$9,625.00	$19.04	$476.00	$12.53	$313.25	$303.85
389	2-1/2"	10	ea	$17.27	$172.70	$167.52	$445.00	$4,450.00	$21.82	$218.20	$14.08	$140.80	$136.58
390	3"	10	ea	$17.81	$178.10	$172.76	$505.00	$5,050.00	$22.50	$225.00	$14.21	$142.10	$137.84
EMERGENCY GENERATOR EXHAUST SYSTEMS PIPING AND MUFFLERS, insulated per the Bid specifications													

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
391	2" O.D.	10	L.F.	$13.16	$131.60	$127.65	$95.00	$950.00	$16.63	$166.30	$17.91	$179.10	$173.73
392	3" O.D.	10	L.F.	$16.82	$168.20	$163.15	$115.00	$1,150.00	$21.26	$212.60	$22.72	$227.20	$220.38
393	4" O.D.	10	L.F.	$20.05	$200.50	$194.49	$145.00	$1,450.00	$25.33	$253.30	$26.05	$260.50	$252.69
394	6" O.D.	10	L.F.	$21.77	$217.70	$211.17	$175.00	$1,750.00	$27.50	$275.00	$32.26	$322.60	$312.92
395	8" O.D.	10	L.F.	$29.68	$296.80	$287.90	$215.00	$2,150.00	$37.50	$375.00	$38.27	$382.70	$371.22
396	10" O.D.	10	L.F.	$34.37	$343.70	$333.39	$255.00	$2,550.00	$43.42	$434.20	$47.17	$471.70	$457.55
397	12" O.D.	10	L.F.	$40.90	$409.00	$396.73	$295.00	$2,950.00	$51.67	$516.70	$52.55	$525.50	$509.74
398	14" O.D.	10	L.F.	$42.88	$428.80	$415.94	$335.00	$3,350.00	$54.17	$541.70	$56.78	$567.80	$550.77
399	16" O.D.	10	L.F.	$52.44	$524.40	$508.67	$375.00	$3,750.00	$66.25	$662.50	$63.51	$635.10	$616.05
400	18" O.D.	10	L.F.	$61.68	$616.80	$598.30	$415.00	$4,150.00	$77.92	$779.20	$69.35	$693.50	$672.70

HOURLY LABOR RATES for additional insulation project work beyond the scope of supply and service requirements and the Bid Specifications listed in Items A1-A400, above

Item #	Description	Estimated Quantity	Unit of Measure	Blizzard Air Conditioning, LLC - Price Per Unit of Measure	Blizzard Air Conditioning, LLC - Total $ Bid Line Item	Blizzard Air Conditioning, LLC - 3% price preference	Peak Air Mechanical, LLC - Price Per Unit of Measure	Peak Air Mechanical, LLC - Total $ Bid Line Item	Thermal Concepts LLC - Price Per Unit of Measure	Thermal Concepts LLC - Total $ Bid Line Item	Sparta Insulation Conmpany - Price Per Unit of Measure2	Sparta Insulation Conmpany - Total $ Bid Line Item3	Sparta Insulation Conmpany - 3% price preference
401	SUPERVISOR, hourly labor rate	500	hr	$57.00	$28,500.00	$27,645.00	$95.00	$47,500.00	$90.00	$45,000.00	$101.00	$50,500.00	$48,985.00
402	FOREMAN, hourly labor rate	500	hr	$49.40	$24,700.00	$23,959.00	$85.00	$42,500.00	$85.00	$42,500.00	$100.50	$50,250.00	$48,742.50
403	MECHANIC, hourly labor rate	500	hr	$49.40	$24,700.00	$23,959.00	$75.00	$37,500.00	$85.00	$42,500.00	$100.00	$50,000.00	$48,500.00
404	HELPER/APPRENTICE, hourly labor rate	1,000	hr	$38.00	$38,000.00	$36,860.00	$55.00	$55,000.00	$75.00	$75,000.00	$67.00	$67,000.00	$64,990.00
TOTAL ITEMS 1-404					$859,242.61	$833,465.33		$2,790,955.50		$1,139,159.26		$1,428,768.68	$1,385,905.62

LEGEND
Primary
1st Alternate
2nd Alternate
3rd Alternate

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-5.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

ITB-FY23-251 – Asphalt & Play Court Paving, Repairs, Resurfacing, and Stripin…

REQUESTED ACTION:

Approve the First Renewal and Additional Spending Authority in the amount of $3,476,583 for Invitation to Bid (ITB) ITB-FY23-251 – Asphalt and Play Court Paving, Repairs, Resurfacing, and Striping with the following Vendor: Signature Contracting & Property Management, LLC. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Renewal Letter
- Evaluation

FINANCIAL IMPACT:

$3,476,583. The new total award amount is $10,564,583 and is funded by the PPO operating budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 1: Safety

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Wanda F. Paul, Chief Operations Officer

Signature

Wanda F. Paul, Chief Operations Officer Jan 27, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Romaneir D. Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

EXECUTIVE SUMMARY

Recommendation to Approve Additional Spending Authority and Approve the First Renewal ITB Term ITB-FY23-251 – Asphalt and Play Court Paving, Repairs, Resurfacing, and Striping

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Board Meeting Date: **February 10, 2026**

Requested Action:
Approve the First Renewal and Additional Spending Authority in the amount of $3,476,583 for Invitation to Bid (ITB) ITB-FY23-251 – Asphalt and Play Court Paving, Repairs, Resurfacing, and Striping with the following Vendor: Signature Contracting & Property Management, LLC.

School Board Policy Requirement/Authority: Not Applicable

Statutory Requirement/Authority: Yes. The repair of parking lots, driveways, sidewalks, and play courts is required under the State Requirements for Educational Facilities (SREF) 2014, Florida Department of Education, specifically Chapter 5, Section 2(f), and the definition of "maintenance and repair."

District-Zone Impact: District-wide

Impact of the School Board's Vote:
- If the School Board votes "Yes": Maintenance and repair for parking lots, driveways, sidewalks, and play courts shall continue uninterrupted.
- If the School Board votes "No": Necessary maintenance and repairs of parking lots, driveways, sidewalks, and play courts will be delayed, which will present significant safety concerns. Inadequate upkeep of asphalt surfaces in these areas increases the risk of accidents and potential injuries, and places the District in violation of Chapter 5, Section 2(f), SREF 2014.

Background/History
This bid is utilized by the Physical Plant Operations (PPO) Department for capital and maintenance-funded projects throughout the District. This service is essential to repair or install parking lots, driveways, sidewalks, play courts, and signs in order to maintain them in a safe and operating condition.

The term of the bid is for three (3) years, and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, six (6) months beyond the expiration date of the final renewal period. Original ITB Term: May 23, 2023, through May 22, 2026; First Renewal Term: May 23, 2026, through May 22, 2027; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): Signature Contracting & Property Management, LLC.

Alignment to 2027 Goals and Guardrails:
Guardrail 1: Safety

Measurable Outcome(s)/Return on Investment:
This service is essential to repair or install parking lots, driveways, sidewalks, play courts, and signs in order to maintain them in a safe and operating condition.

Financial Impact, Funding Source & Budget Status:
This project has a financial impact of $3,476,583. The new total award amount is $10,564,583 and is funded by the PPO operating budget.

ACTION	BOARD DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original Spending Authority Request	3/7/2023	Yes	PPO operating budget	$2,506,000	36
Additional Spending Authority	9/10/2024	Yes	PPO operating budget	$2,304,000	
Additional Spending Authority	6/17/2025	Yes	PPO operating budget	$2,278,000	
First Renewal - Additional Spending Authority 4 Months Remaining This FY (FY25-26) $1,087,620	2/10/2026	Yes (February 2026 – June 2026) $1,087,620	PPO operating budget Various Schools and Admin Sites Fund: 1000	$1,087,620 (Feb 2026 – June 2026) 2,388,963 (July 2026 – May 2027	12
Total Agreement Amount				**$10,564,583**	**48**

The financial impact amount represents an estimated ITB value; however, the authorized amount will not exceed the estimated ITB award amount.

Multi-year agreement: Yes/No
Yes. There is a cost savings for operational efficiency achieved by this multi-year Agreement. A new bid will yield higher prices, based on the current market conditions.

Procurement Method:
Pursuant to Purchasing Policy 3800, in accordance with Section 6A-1.012(1)(b), F.A.C., the term "invitation to bid" shall be defined for the purposes of this policy as a written solicitation for competitive sealed bids An invitation to bid is used when the School District is capable of specifically defining the Scope of Work for which a contractual service is required or when the School Board is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written competitive solicitation includes an invitation to bid that is publicly posted.
A copy of the RFP documents is available online at: http://www.broward.k12.fl.us/supply/agenda/ITB-FY23-251_AsphaltandCourtPaving,Repairs,ResurfacingandStriping.pdf

Impact on Schools:
Yes. The impact on schools will be safer for students, visitors, and staff surfaces for parking lots, driveways, sidewalks, and play courts.

If there is an impact on schools, how will schools be selected/prioritized:
Inspections and repairs are performed during routine preventive maintenance and emergency requests.

Stakeholder Engagement/ End-User Input:
Not Applicable

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
Not Applicable

Additional Backup:
Not Applicable

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	December 11, 2025
Previous Bid # (Ex: 10-004R):	FY23-251	**Buyer/PA:**	MARK COHEN
New Bid Award Total:	$10,564,583	**Bid Title:**	ASPHALT AND PLAY COURT PAVING, REPAIRS, RESURFACING AND STRIPPING
Previous Award Total:	$7,088,000		
Bid Type:	INCREASE TO BID		
Previous Bid Term (Start Date):	5/23/2023	**New Bid Term (In Months):**	48
Previous Bid Term (End Date):	5/22/2026	**# of Months Into Bid:**	31

SPEND REPORTING	
Purchase Order(s) Spend:	$6,740,138
P Card Purchases:	$3,100
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$6,743,238**
Average Monthly Expenditure:	$217,524
Unused Authorized Spending:	**$344,762**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
134681-SIGNATURE CONTRACTING & PROPERTY		$ 6,740,138
	PO VENDOR SPEND:	**$ 6,740,138**
	P-CARD SPEND:	**$ 3,100**
	TOTAL SPEND:	**$ 6,743,238**

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	Various Schools and Admin Sites	**Name** (First & Last)	Mark D. Dorsett
Fund	1000	**Title**	Executive Director
Functional Area	810572100000000	**Department/School Name**	Physical Plant Operations
Commitment Item	53510000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**1/8/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

Procurement & Logistic Operations
John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0774 • fax: 754-321-0936
john.white2@browardschools.com

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

Date: 12/11/2025

Signature Contracting
& Property Mgmt. LLC
Att: Brandon Crookes
1034 NE 44th Court
Oakland Park, FL 33334

Email: brandon@signaturecontractingpm.com
Phone: (954) 563-8584

Subject: **Letter of Renewal**
Agreement # ITB-FY23-251
ITB Title: Asphalt & Play Court Paving, repairs, Resurfacing & Striping Services
Contract Term: May 23, 2023, through May 22, 2026.

Dear Mr. Crookes:

The above-referenced contract expires on 5/22/2026. In accordance with Special Condition Section 4.3 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 5/23/2026 Through 5/22/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain (or reduce) the current awarded price(s)/discount.

- ☑ Yes, I offer to renew the current contract award at the current awarded price(s).
- ☐ Yes, I offer to renew the current contract award at the lower price(s) contained on the attached page(s).
- ☐ No, I do not wish to renew the current contract award.
- ☐ Other

For informational purposes, when going to our Board for approval of this renewal, if this is not renewed and SBBC goes out for a new ITB please indicate below whether your price/discount would remain the same, be lowered, or increase?

- ☐ If this ITB is not renewed, price/discount in the new ITB would stay the same
- ☐ If this ITB is not renewed, price/discount in the new ITB would be lower
- ☑ If this ITB is not renewed, price/discount in the new ITB would be higher

If you indicated that there would be a pricing increase in a new ITB, please indicate the percentage that the price(s) would be increased by in comparison to our current ITB FY23-113

Percent of increase: Insert % Number Here

Please sign and date this document in the space provided and return it to my attention no later than 12/17/2025. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Mark Cohen
Purchasing Agent III

Cc: Edgar Lugo

VENDOR RESPONSE

12/11/25
Signature/Date - Authorized Representative

Brandon Crookes
Printed Name - Authorized Representative

PROCUREMENT & WAREHOUSING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY23-251 **Bid Title:** Asphalt And Play Court Paving, Repairs, Resurfacing And Striping
Purchase Order #: 7525013494 **Product/Service Provided:** ADA parkings
Supplier (Company) Name: Signature Contracting & Property Management, LLC
Contact Name: Brandon Crookes **Contact Phone #:** (954)563 - 8584

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☐	☑

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Sandra Garzon **Title:** Project Manager III **Contact Phone #:** (754) 321 -4860
School/Department: Office of Capital Programs
Participant's Signature: **Date:** 12/12/2025

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-6.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

RFP-FY21-188 - Structured Cabling & Enterprise Networking (E-rate)

REQUESTED ACTION:

Approve the First and Second Amendments, First Renewal, and Additional Spending Authority of $8,480,000 for the Agreements between The School Board of Broward County, Florida (SBBC), and the following three (3) Vendors: 1) TheIPGuys.net LLC d/b/a OneNet Global; 2) United Data Technologies, Inc.; 3) Universal Cabling Systems Inc. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary. The First Amendments and Second Amendment have been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- First Amendments-2_ONLINE
- Second Amendment
- Renewal Letters-3
- Evaluations-3

FINANCIAL IMPACT:

$8,480,000 for a total financial impact to the District of $32,980,000. The funding source is Information Technology Capital from the current adopted budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Olen Davis	Phone:	754-321-2607

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jan 27, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Trey Davis
Title: Chief Information Officer
Phone: 754-321-2607

EXECUTIVE SUMMARY

Approve the First and Second Amendments, First Renewal, and Additional Spending Authority
RFP-FY21-188 - Structured Cabling & Enterprise Networking (E-Rate)

Board Meeting Date: February 10, 2026

Requested Action:
Approve the First and Second Amendments, First Renewal, and Additional Spending Authority of $8,480,000 for the Agreements between The School Board of Broward County, Florida (SBBC), and the following three (3) Vendors: 1) TheIPGuys.net LLC d/b/a OneNet Global; 2) United Data Technologies, Inc.; 3) Universal Cabling Systems Inc.

School Board Policy Requirement/Authority: Not Applicable

Statutory Requirement/Authority: Not Applicable

District-Zone Impact: District-wide

Impact of the School Board's Vote:
- If the School Board votes "Yes": Schools and departments will continue to have access to structured cabling and enterprise networking goods and services necessary to maintain and support SBBC's technology infrastructure. Additionally, the District will realize significant cost savings—up to eighty percent (80%) on equipment and cabling costs—through the federal E-Rate program, ensuring fiscal efficiency while meeting operational needs.
- If the School Board votes "No": Schools and departments will lose access to these goods and services, which could result in disruptions to network infrastructure support, impacting instructional technology and daily operations. Critical projects, including intercom systems and security camera installations that depend on reliable connectivity, will face delays. The District will also be unable to take advantage of the E-Rate program's eighty percent (80%) discount, leading to substantially higher costs for any future purchases.

Background/History
This bid supports the purchase of goods and services that are critical to maintaining and improving SBBC's network infrastructure, with substantial funding provided through the Federal E-Rate program. These resources are essential for ensuring reliable connectivity across schools and District offices, enabling access to instructional technology, security systems, and digital tools that support teaching, learning, and daily operations. The scope includes cabling and networking solutions that keep classrooms connected, while supporting safety and security initiatives. Examples of items to be procured include networking equipment such as switches, wireless access points, uninterruptible power supplies (UPS), and cabling. During the last five (5) year E-Rate cycle, the District spent $7.349 million on E-Rate eligible equipment, representing twenty percent (20%) of the total allocation of $36.745 million, achieving $29.396 million in savings, eighty percent (80%) through the E-Rate program. Non-E-Rate Expenditures during the last 5 years totaled $16,971,000.

Agreement Term: December 29, 2020, through June 30, 2026, with an option for two (2) additional one (1) year renewal periods; First Renewal Term: July 1, 2026, through June 30, 2027, Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

Alignment to 2027 Goals and Guardrails:
Business Operations

Measurable Outcome(s)/Return on Investment:
The upgraded wireless access points deployed at schools and departments support fifty percent (50%) more users, enhancing connectivity for employees, guests, and devices. Structured cabling installations support ten (10) times more network bandwidth than existing cabling. The structured cabling is designed to accommodate future technological advancements, making it easier to upgrade and expand the network as needed. $2,140,000 is funded by the E-Rate program. This represents an eighty percent (80%) discount off the cost of goods.

Financial Impact, Funding Source & Budget Status:
The additional spending authority request is $8,480,000 for a total financial impact to the District of $32,980,000. The financial impact for FY2027 is $8,480,000 and will be added to the FY2027 District Educational Facilities Plan.

ACTION	BOARD DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Agreement - original spending authority request	12/12/2020	Yes	Information Technology, Safety and Security Operations and Facilities Capital/Fund: 3000 Fund Ctr: 1380098580 (IT), 1701097180 (SSEP), 2400096030 (FAC). Functional Area: 7400000000000000-7499999999999999	$21,000,000	66
First Amendment/Name Change	7/23/2024	Yes	N/A	N/A	N/A
Additional Spending Authority	2/19/2025	Yes	Information Technology, Safety and Security Operations and Facilities Capital/Fund: 3000 Fund Ctr: 1380098580 (IT), 1701097180 (SSEP), 2400096030 (FAC). Functional Area: 7400000000000000-7499999999999999	$3,500,000	N/A
First & Second Amendment/Renewal – additional spending authority	2/10/2026	Yes	Information Technology, Safety and Security Operations and Facilities Capital/Fund: 3000 Fund Ctr: 1380098580 (IT), 1701097180 (SSEP), 2400096030 (FAC). Functional Area: 7400000000000000-7499999999999999	July 2026 – June 2027 $8,480,000	12
Total Agreement Amount				**$32,980,000**	**78**

FY2027 District Educational Facilities Plan:

DIVISION	PROJECT DESCRIPTONS	BUDGET AMOUNT
Facilities	Bethune ES New Admin Building, Markham ES New Admin Building, Coral Glades HS New Auditorium, Parkway MS New Building, Portable Removal Project	$2,040,000
ISD	Fiber Upgrades Middle Sites, Districtwide Switch Replacements, UPS Upgrades	$1,600,000
SSEP	Video Surveillance Projects, Intercom Projects, Vape Sensor Projects	$4,840,000
	TOTAL	**$8,480,000**

The financial impact amount represents an estimated Agreement value; however, the authorized amount will not exceed the estimated Agreement award amount.

Multi-year agreement:
Yes**.** Making this a multi-year agreement provides long-term cost savings by locking in competitive pricing and avoiding future market fluctuations. It also protects the District from potential increases due to tariffs or supply chain volatility. While prices for networking and UPS equipment have increased, the District will continue paying lower rates throughout the Agreement term.

Agreement Term: December 29, 2020, through June 30, 2026, with an option for two (2) additional one (1) year renewal periods; First Renewal Term: July 1, 2026, through June 30, 2027, Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

Procurement Method:
This Agreement was competitively solicited in accordance with Purchasing Policy 3800, and Florida Administrative Code 6A-1.012(7). In the submittal of responses to Requests for Proposals, the School Board may award contracts to one (1) or more responsive, responsible proposers in accordance with the selection criteria published in the Request for Proposal.
A copy of the RFP documents is available online at: http://www.broward.k12.fl.us/supply/agenda/RFP_FY21-188_StructuredCabling&EnterpriseNetworking(E-Rate).pdf

Impact on Schools:
This Agreement ensures schools have uninterrupted access to reliable network connectivity and critical technology resources, supporting instruction, safety systems, and daily operations.

If there is an impact on schools, how will schools be selected/prioritized:
Aging infrastructure and campuses with higher connectivity demands will be prioritized first to ensure equitable access to technology resources.

Stakeholder Engagement/End-User Input:
Not applicable

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
The network equipment and UPS units associated with this Agreement have an expected lifecycle of approximately five (5) to eight (8) years. Structured cabling typically has a longer lifespan of ten (10) through fifteen (15) years and is generally replaced only during major renovations or when increased bandwidth requirements necessitate upgrades.

Additional Backup:
Not applicable

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	December 5, 2025
Previous Bid # (Ex: 10-004R):	FY21-188	**Buyer/PA:**	MAYA BALSECA
New Bid Award Total:	$32,980,000	**Bid Title:**	Structured Cabling & Enterprise Networking (E-rate)
Previous Award Total:	$24,500,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	12/29/2020	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	6/30/2026	**# of Months Into Bid:**	60

SPEND REPORTING	
Purchase Order(s) Spend:	$24,237,987
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$24,237,987**
Average Monthly Expenditure:	$403,966
Unused Authorized Spending:	**$262,013**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
122452-UNIVERSAL CABLING SYSTEMS INC		$ 12,877,205
120451-UNITED DATA TECHNOLOGIES INC		$ 10,814,422
146385-ONENET GLOBAL		$ 295,360
102915-JDL TECHNOLOGIES INC		$ 251,000
	PO VENDOR SPEND:	**$ 24,237,987**
	P-CARD SPEND:	**$ -**
	TOTAL SPEND:	**$ 24,237,987**

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1380098580	**Name** (First & Last)	Jason Greenberg
Fund	3000	**Title**	Director
Functional Area	7400000000000000	**Department/School Name**	Infrastructure Services
Commitment Item	56480000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**1/12/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

UNITED DATA TECHNOLOGIES, INC.
d/b/a UDT
(hereinafter "VENDOR"),
a Florida for-profit corporation,
whose principal place of business is
2900 Monarch Lakes Blvd., Miramar, Florida 33027

Each a "Party" and collectively the "Parties"

RECITALS

A. **WHEREAS**, SBBC issued Request for Proposal, identified as RFP FY21-188, Structured Cabling & Enterprise Networking (E-rate), dated October 2, 2020 and Addendum No. 1, dated October 6, 2020 (collectively, the "RFP"), attached hereto and incorporated by reference as **Exhibit 1**; and

B. **WHEREAS**, SBBC and VENDOR entered into an Agreement that commenced on December 29, 2020, and expires on June 30, 2026, ("Agreement") for Structured Cabling & Enterprise Networking (E-rate) under the RFP, which provides for two (2) additional one-year extension periods, attached hereto and incorporated by reference as **Exhibit 2**; and

C. **WHEREAS,** SBBC and VENDOR mutually desire to amend certain provisions of the Agreement and exercise the first of the two (2) options to extend the Agreement term for a one-year period, from July 1, 2026, through June 30, 2027, through this First Amendment to Agreement ("First Amendment").

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

ARTICLE 1 - RECITALS

1.1 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.2 **Term of Agreement**. Pursuant to Section 2.01 (Term of Agreement), the term of the Agreement is hereby extended from July 1, 2026, through June 30, 2027, unless terminated earlier pursuant to Section 3.05 (Termination) of the Agreement.

1.3 **Amended Provisions**. The Parties hereby agree to the following amended provisions to the Agreement:

1.3.1 Provisions 2.18 and 2.19 are **added** to the Agreement by interlineation as follows:

2.18 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute ("Affidavit"). VENDOR's executed Affidavit attached hereto is incorporated into the Agreement by reference as **Exhibit B**. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.19 **Entities of Foreign Concern**. The provisions of this section apply only if the Agreement provides access to an individual's personal identifying information. By execution of the Agreement, the undersigned authorized representative of VENDOR hereby attests under penalty of perjury as follows: VENDOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in VENDOR; and the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated therein are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

1.3.2 Provision 2.11 **replaces** the respective provision in the Agreement by interlineation as follows:

2.11 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to per-form the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records re-quired by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELAT-ING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5 RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLOR-IDA 33301.

1.4 **Order of Precedence Among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

First:	This First Amendment; then
Second:	The Agreement; then
Third:	The RFP; then
Fourth:	Addenda No. 1; then
Fifth:	VENDOR's Proposal in response to the RFP.

1.5 **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.6 **Authority**. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: The School Board of Broward County, Florida, signing by and through its Chair or Vice Chair, authorized to execute same by School Board action at its Regular School Board Meeting, and by United Data Technologies Inc., d/b/a UDT, signing by and through its authorized representative.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2025.12.18 11:48:28 -05'00'
_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

(Corporate Seal)

Gerard Amaro
Gerard Amaro (Dec 17, 2025 16:24:46 EST)

Corporate Secretary Signature

-OR-

Witness Signature

Print Name

Witness Signature

Print Name

FOR VENDOR:

UNITED DATA TECHNOLOGIES, INC., d/b/a UDT

Signature: Fernando Fernandez
Fernando Fernandez (Dec 17, 2025 16:39:28 EST)

Print Name: Fernando Fernandez

Title: Chief Financial Officer

Date: Dec 17, 2025

[THIS SPACE IS INTENTIONALLY LEFT BLANK; EXHIBITS FOLLOW]

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

The School Board of Broward County, Florida

Donna P. Korn, Chair
Dr. Rosalind Osgood, Vice Chair

Heather Brinkworth
Lori Alhadeff
Robin Bartleman
Patricia Good
Laurie Rich Levinson
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

10-02-2020

SUBJECT: **Instructions to Proposers**
Request for Proposals (RFP): FY21-188 - Structured Cabling & Enterprise Networking (E-rate)

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals in response to the attached RFP for Structured Cabling & Enterprise Networking (E-rate). OUT OF AN ABUNDANCE OF CAUTION, FY21-180 IS BEING CANCELED AND A NEW E-RATE FORM 470 RELEASED FOR THE REPLACEMENT FY21-188. SOME QUESTIONS/ANSWERS RECEIVED AS PART OF FY21-180 ARE BEING INCLUDED IN SECTION 9 OF THIS RFP. Any questions regarding this RFP should be addressed to Harmoni Clealand, in writing via e-mail to harmoni.clealand@browardschools.com. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 7.45) shall take effect. Any Proposer, or Lobbyist for a Proposer, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent.

No other School Board or staff member(s) should be contacted in relation to this RFP. Any information that amends any portion of this RFP, which is received by any method other than an Addendum issued to the RFP, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the RFP, carefully read all portions of the RFP document, paying particular attention to the following areas:

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (See Section 4.3.4 & Attachment A)
SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal. **For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit** http://www.browardschools.com/sdop.

- **REQUIRED RESPONSE FORM**

Section 1, Required Response Form must be completed in full and executed by an authorized representative.

- **PROPOSAL SUBMITTAL FORMAT**

Proposers are requested to organize their proposals in accordance with Section 4. SBBC reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in Section 4.

- **DUE DATE**

Proposals are due in the Procurement & Warehousing Services Department on the date and time stated in Section 2. In order to have your proposal considered, it must be received on or before the date and time due. Proposals received after 2:00 p.m. ET on date due will not be considered.

- **E-rate**

Proposers can also download all documents within the E-rate Productivity Center (EPC) as outlined by the Universal Service Administration Company (USAC) / EPC web portal located at: https://portal.usac.org/suite

- **STATEMENT OF "NO BID"**

If you are **not** submitting a proposal in response to this RFP, please complete **Attachment N**, Statement of "No Bid" and return via e-mail to harmoni.clealand@browardschools.com.

Thank you in advance.

Harmoni Clealand
Purchasing Agent IV

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EXHIBIT 1

The School Board of Broward County, Florida
PROCUREMENT AND WAREHOUSING SERVICES
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

REQUEST FOR PROPOSAL
(RFP)

DUE DATE: Proposals must be submitted to the **Procurement & Warehousing Service Department,** The School Board of Broward County, Florida, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 **on or before 2:00 p.m. Eastern Time (ET)**:

11/4/2020

and plainly marked with the RFP number and title. **Proposal(s) received, after the date and time stated above, shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.

RFP NO.:	RELEASE DATE:	PURCHASING AGENT:
FY21-188	**10/2/2020**	Harmoni Clealand harmoni.clealand@browardschools.com

RFP TITLE:

STRUCTURED CABLING & ENTERPRISE NETWORKING (E-RATE)

Note: Pricing should be submitted in a sealed envelope along with, but separate, from the remainder of the proposal.

One complete, original hard-copy proposal (clearly marked as such), and **one complete, original electronic version** (both clearly marked as "original") will constitute the original governing documents. The electronic version in PDF on a Flash Drive must be **IDENTICAL** to the original proposal, of the RFP proposal, including this **REQUIRED RESPONSE FORM** fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between **the original** hard-copy proposal and the copies, the **original** hard-copy proposal will be the governing document. Proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a **SEALED** (envelope, package, box, etc.) with the RFP number and **title clearly typed** or written on the front of the envelope, package, box, etc.

SECTION 1 – REQUIRED RESPONSE FORM

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.1.3).

Proposer's (Company) Name and state "Doing Business As", where applicable:	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. ☐ Check this box if address is the same as stated on the left.
Address:	P.O. Address:
City:	City:
State: Zip Code:	State: Zip Code:
Telephone Number:	Proposer's Taxpayer Identification Number:
Contact Person:	Contact Telephone Number:
Contact Person's E-Mail Address:	
E-Mail Address for PO:	

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (Proposer) proposal and am authorized by Proposer to do so. Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate. Proposer agrees to complete and unconditional acceptance of the contents of all pages in this Request for Proposals (RFP), and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted.

_____ _____

Signature of Proposer's Authorized Representative Date

_____ _____

Name of Proposer's Authorized Representative Title of Proposer's Authorized Representative

Please sign all originals in blue ink.

EXHIBIT

SECTION 2 – CALENDAR

Friday, October 2, 2020	Release of RFP FY21-188
Monday, October 5, 2020	Written questions due on or before 5:00 p.m. ET
Tuesday, October 6, 2020	SBBC to post answers to Proposer's questions via Addendum posted to DemandStar and E-rate's Productivity Center (EPC).
Wednesday, November 4, 2020**	Proposals due on or before 2:00 p.m. ET to Procurement & Warehousing Services Department in TSSC Building Address below – 3rd Floor
Thursday, November 12, 2020**	Evaluation Committee(s) review proposals and make recommendation for award. Meeting to be held at: Procurement & Warehousing Services Department in TSSC Building Address below – 3rd Floor; Bid Rooms 1-4 TIMES: 8:30 a.m. – 12:30 p.m. Group 1 1 p.m. – 5 p.m. Group 2
To Be Announced (TBA)	Posting of Award Recommendation Tabulation posted to DemandStar and E-rate's Productivity Center (EPC)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Procurement & Warehousing Services Department
Technical Support Services Center (TSSC)
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

NOTE: If you plan to attend the public meetings or hand-deliver your proposal, please arrive at the TSSC building early enough to find a parking spot, hike to the building, sign in at the Security Desk (remember to bring your photo ID!) and get to the 3rd Floor.

***These are public meetings. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

EXHIBIT A

SECTION 3 – INTRODUCTION AND GENERAL INFORMATION

3.1 INTRODUCTION: The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive proposals for structured cabling and enterprise network systems (E-Rate) as described herein. SBBC seeks a partner to ensure the success of our main objective, which is to effectively support student achievement by providing a communications infrastructure that is reliable, scalable, upgradeable and cost-effective. This RFP relates to design, implementation, monitoring, managing and maintaining the following systems:

Group #	Group Title	Group Description
1	Structured Cabling	Goods and services required to build and maintain low voltage voice, video and data cabling systems
2	Enterprise Networking	Goods and services required to install and maintain the electronics needed to provide access to the Internet and other digital resources for computers and other peripherals on school campuses and District offices. Includes Local Area Networks and Wireless Local Area Networks.

SBBC will apply for Universal Service Funds discounts where possible as allowed for by E-Rate rules and in conformance with SBBC business practices. The E-Rate program provides discounts on a variety of eligible goods and services needed to connect SBBC's students and staff to each other and the vast world of digital resources available across the Internet. Proposer is required to be a registered service provider with Schools and Libraries Division and be an active participant in the E-RATE program for the duration of the contract. Additional information on E-Rate is available at http://www.usac.org/sl/ .

See RFP Section 8 for Scope of Work and Performance Specifications.

3.2 QUESTIONS AND INTERPRETATIONS: Any questions concerning any portion of this RFP must be submitted, in writing, to Harmoni Clealand**, Procurement & Warehousing Services Department,** via e-mail harmoni.clealand@browardschools.com. Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers via DemandStar and the E-rate Productivity Center (EPC). No information given in any other matter will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET 10/5/2020**. Questions received after this date and time will be responded to with, "I'm sorry, but the question and answer period has concluded". Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

3.3 CONTRACT TERM: The purpose of this RFP is to establish a contract beginning December 29, 2020 through June 30, 2026. In the event that the Proposer identified for award is NOT the incumbent, the contract may commence earlier, to allow for a transition period. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All costs and minimum discount percentages shall be firm for the term of the contract. The Proposer agrees to this condition by signing its proposal.

3.4 PRICE ADJUSTMENTS: Prices offered shall not increase through the contract term. E-rate will not reimburse for price increases, therefore pricing cannot increase during the term of the contract. The E-rate program does allow price decreases during the term of the contract upon mutual agreement of the parties. The Proposer agrees to this firm pricing condition by signing its proposal. For vendors on State contract, if the price of the State contract for like equipment falls below the contract price with SBBC, SBBC is charged the lower price. Refer to Section 7.53 of this RFP for additional information.

3.5 SUBMITTAL OF PROPOSAL: Submit proposals in accordance with Section 4. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the proposal evaluation process, special

attention should be paid to organizing proposals in a manner consistent with Section 4. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 4 or that does not include any necessary information.

3.6 **EVALUATION AND AWARD:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP in order to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of entire proposal and shall not be considered for further evaluation. Those proposals which meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. **General Condition 7.1, Liability, is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive."**

All responsive proposals will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4 and in accordance with the evaluation criteria established in Section 5 for Category a.) Experience and Qualifications and Category b.) Scope of Work. Category c.) Minority/Women Business Participation will be evaluated and scored by the SBBC's Supplier Diversity & Outreach Program staff and Category d and e.) Cost of Services will be determined by mathematical calculation. Based upon the evaluation of proposals, the Committee will recommend Proposer(s) to SBBC for award. The number of firms to be recommended is solely at the discretion of the Committee.

EXHIBIT 1

SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.1 **PROPOSAL FORMAT:** In order to maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below. Include all information requested herein in your proposal.

IMPORTANT NOTE: Each Group will be scored and awarded independently; therefore, it is critical for Proposers to provide proposals that respond to all the items below for each group submitting a proposal for. Proposers should provide one complete proposal for each group.

4.1.1 **REQUIRED RESPONSE FORM:** (Section 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.

4.1.2 **TABLE OF CONTENTS:** Include a clear identification of the material by section and by page number.

4.1.3 **LETTER OF TRANSMITTAL:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

4.1.4 State under what other or former name(s) the Proposer is currently operating under or has operated under.

4.1.5 **NOTICE PROVISION**: Should your firm become an Awardee under this RFP, please specify the name and address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:

Name/Title and Address of Awardee's Representative for Notices:

_____

_____

With a Copy To: (Name/Title and Address)

_____

_____

SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation.

4.2 **MINIMUM ELIGIBILITY:** In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the proposal. **Failure to provide the information requested below will result in the disqualification of proposal.** The Proposer is responsible for providing the following information in its response.

4.2.1 **FOR ALL GROUPS:** Proposer must meet or exceed the requirements of Section 7.1, Liability. Will your company meet or exceed the requirements as written in Section 7.1 for this contract?
☐ Yes ☐ No **Do not check both boxes.**

4.2.2 **FOR ALL GROUPS:** The following forms must be completed and submitted with your proposal:
☐ Section 1 – Required Response Form
☐ Attachment A – SDOP Forms (if applicable)
☐ Attachment B – Conflict of Interest
☐ Attachment C – Florida Bidder's Preference Form
☐ Attachment D – Debarment Form
☐ Attachment E – Customer References Form
☐ Attachment F – Supplier References Form
☐ Attachment G – Excel Spreadsheets

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4.2.3 **FOR ALL GROUPS:** At the time of bid opening, proposer must be registered with the FCC / E-Rate program, and have a current SPIN number. Enter SPIN ID of your firm here: _____

4.2.4 **FOR ALL GROUPS:** In accordance with E-rate guidance, SBBC will accept equivalent equipment to the reference equipment listed in the RFP. Proposer must provide three (3) customer references (preferably K-12 and/or Higher Ed.) currently being served, or served within the past three (3) years. Responders whom are recommending alternative equipment solutions than the ones provided as examples existing within SBBC, need to provide equipment manufacturer references demonstrating that the suggested solutions equipment was deployed at a large scale (over 2,000 switches) K12 environment across the USA within the last three (3) years. Customer contacts need to be provided with such references for verification purposes. Utilize **Attachment E**. Complete a separate form for each bidding Group. For clarity: if a Proposer is submitting proposals for both Group 1 and 2, they must complete **Attachment E** for Group 1 and Group 2 (two (2) different forms).

4.2.5 **FOR ALL GROUPS:** Proposer must provide a minimum of three (3) major suppliers as references. Major suppliers means: Primary supplier with whom the Proposer currently conducts business and with whom they have accounts in good standing. Utilize **Attachment F**.

4.2.6 **FOR ALL GROUPS:** Proposer must have a local presence in Broward, Dade or Palm Beach County. Local presence, for the purpose of this RFP, is defined as having a local office and service center / warehouse. Provide local address:

_____

4.2.7 **FOR GROUP 1:** Proposer must indicate their SBBC Construction Pre-Qualification status:
☐ Proposer is Pre-Qualified ☐ Proposer is NOT Pre-Qualified **Do not check both boxes.**

4.2.8 **FOR GROUP 1:** At the time of bid opening, proposer must have Legrand Ortronics Certified Installer Plus or better certification and BICSI Corporate Membership and agrees to maintain through the term of this contract, if awarded. Include copies of certification and list membership number(s) here:

_____

4.2.9 **FOR GROUP 1:** Proposer must have Registered Communications Distribution Designer (RCDD) certification at the time of bid opening and agrees to maintain RCDD in good standing through the term of this contract, if awarded. Include copies of certification and list membership number(s) here:

_____

4.2.10 **FOR GROUP 1:** At the time of bid opening, Proposer must have a valid and current Florida State Specialty Contractor (low-voltage) license in good standing and agrees to maintain this license through the term of this contract, if awarded. Provide license number below and include copy of license with proposal.

_____

4.2.11 **FOR GROUP 2:** Proposers must have local repair station (local is within the tri-county (Miami-Dade, Broward or Palm Beach) area). Provide name and address for local repair station below:

_____

4.2.12 **FOR GROUP 2:** Proposer must be authorized by the manufacturer of the network equipment components being proposed to resell and perform installation professional services at the suggested manufacturer's standards level. Documentation in the form of a letter from the manufacturer shall be submitted with proposal or within 24-hours of request by SBBC. If Proposer is the manufacturer, include a letter stating such and specify your firm's capabilities (sell, install etc.).

4.3 **EVALUATION CRITERIA:** This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation criteria established in Section 5 for proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating proposal submitted. Proposers are requested to respond in the format and organizational structure stated and to refrain

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from including promotional or advertising materials in their proposal. The maximum allowable points (See Section 5) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire proposal.

4.3.1 **PROPOSER'S EXPERIENCE & QUALIFICATIONS**
(Group 1 maximum 23 points and Group 2 maximum 27 points):

4.3.1.1 Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of RFP.

4.3.1.2 Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

4.3.1.3 Proposers must describe the structure of their company and list company / corporate principals and/or officers. Proposers must provide Articles of Incorporation as evidence of their years in business.

4.3.1.4 Proposers must describe their company's ongoing training program to ensure employee safety. Proposers are requested to submit OSHA forms 300A and Workers Compensation MOD scores from the previous three (3) calendar years.

4.3.1.5 Show satisfactory evidence detailing a fully equipped service organization capable of furnishing adequate installation and service to SBBC structured cabling or enterprise network equipment services including replacement parts. Detail the capability to offer a service contract for the maintenance of the system after the guarantee period.

4.3.1.6 Proposers must describe their years in business and highlight the number of those in which they have had active contracts with K-12 School District(s). Additionally, Proposers must describe the market share position of solutions submitted for mandatory cost proposal evaluation.

4.3.1.7 Describe your experience in handling and servicing technology enterprise infrastructure environments similar to SBBC (K-12, more than 250 sites, student population 250,000). Proposer must also provide:

- List of major projects currently being executed or recently completed
- List of school Districts that utilize the company's services in above capacity
- Description of the largest project(s) successfully completed by the Proposer within the last 24-36 months.

4.3.1.8 Proposer's references (for more information, see sections 4.2.4 and 4.2.5).

4.3.1.9 Describe any and all "value added" aspects, goods or services that are included if awarded this RFP. A value-added example may be that your company has great customer service and experience in assisting with E-Rate Program Integrity Assurance (PIA), audit, and reimbursement filings.

4.3.2 **SCOPE OF WORK (Group 1 maximum 25 points and Group 2 maximum 27 points):** The Scope of Work contains minimum requirements. By providing proposal, Proposer agrees to comply with all Scope of Work, Technical and Performance Specifications. See **SECTION 8 - SCOPE OF WORK** and complete the included Excel Spreadsheet scope checklist. If needed, Proposers should use additional documentation, taking care to label document according to the numbering scheme in Section 8 (ie: item 8.5.4) to provide supplemental information, pictures, screen shots etc.

4.3.3 **E-RATE ELIGIBLE PRODUCTS & SERVICES PRICING (Group 1 maximum 32 points and Group 2 maximum 29 points):** Proposers must complete the pricing spreadsheet for the RFP that is included as a partially locked Microsoft EXCEL spreadsheet on DemandStar and E-rate Productivity Center (EPC) with this RFP (See **Attachment G** - Excel Spreadsheets). Failure to complete the pricing spreadsheet may result in the disqualification of the proposal. The Excel

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pricing sheet specifies the exact cell which will be used for score calculation purposes. Proposer may submit at their option, separate from the spreadsheets, a statement of value-added and/or cost-reducing procurement options for information purposes only.

The quantities listed on the Excel pricing sheets are reflective of our current configuration and stated for comparison purposes only. Actual quantities ordered throughout the contract period may be greater or less, but shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period, in as few as one item each may be ordered at one time.

Distribution of points will be calculated by dividing the total cost offered by each Proposer by the lowest cost submitted. That percentage will be multiplied by the maximum amount of points allotted for the criteria. For example, Proposer A submits the lowest total cost of $10,000 and Proposer B submits a total cost of $15,000. Therefore, Proposer A would receive **10** points, which is the maximum number of points allotted for the criteria. Proposer B would earn **3.3** points based on the following calculation: ($10,000/$15,000) = 67% x 35 maximum points = 6.7 points less.

4.3.4 **E-RATE INELIGIBLE PRICING (Group 1 maximum 5 points and Group 2 maximum 2 points):** Proposers must complete the pricing spreadsheet for the RFP that is included as a partially locked Microsoft EXCEL spreadsheet on DemandStar and E-rate Productivity Center (EPC) with this RFP (See **Attachment G -** Excel Spreadsheets). Failure to complete the pricing spreadsheet may result in disqualification of the proposal. The Excel pricing sheet specifies the exact cell which will be used for score calculation purposes. Proposer may submit at their option, separate from the spreadsheets, a statement of value-added and/or cost-reducing procurement options for information purposes only.

The quantities listed on the Excel pricing sheets are reflective of our current configuration and stated for comparison purposes only. Actual quantities ordered throughout the contract period may be greater or less, but shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period, in as few as one item each may be ordered at one time.

Distribution of points will be calculated by dividing the total cost offered by each Proposer by the lowest cost submitted. That percentage will be multiplied by the maximum amount of points allotted for the criteria. For example, Proposer A submits the lowest total cost of $10,000 and Proposer B submits a total cost of $15,000. Therefore, Proposer A would receive **10** points, which is the maximum number of points allotted for the criteria. Proposer B would earn **3.3** points based on the following calculation: ($10,000/$15,000) = 67% x 35 maximum points = 6.7 points less.

4.3.5 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (Maximum 15 allowable points):** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program and Guidelines. S/M/WBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330. **SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL:** broward.k12.fl.us/sbbcpolicies.

Nondiscrimination:
Each Proposer hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Proposer on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Proposer agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES
The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which M/WBE industry-specific remedial programs shall be applied to this solicitation and resulting contract:
The Affirmative Procurement Initiative (API) implemented in this solicitation is:

Group 1: The M/WBE Subcontracting Program
Group 2: The Voluntary M/WBE Distributorship Development Program

Group 1:

The M/WBE Subcontracting Program in accordance with SBBC Policy No. 3330, Section E.4.c: "Under this Program element, the GSC may, on a contract-by-contract basis, at its discretion, require that a predetermined percentage of a specific professional services contract, up to forty percent (40%) be subcontracted to eligible M/WBEs. Factors to be considered by the GSC in making this determination shall include the relative availability of M/WBE firms to perform commercially useful functions on the specific contract".

The Proposer must commit to subcontracting five percent (5%) or more of the total contract value to an SBBC Certified M/WBE. (Ancillary services performed by an SBBC Certified MWBE will be counted towards the solicitations goal.)

It is the responsibility of the Proposer to provide evidence of subcontractors SBBC-Certification:

a. **SBBC M/WBE Certificate or**
b. **SBBC Letter of M/WBE Certification**

Proposers committing to participation in the M/WBE Subcontracting Program will be awarded up to a maximum of ten (10) points based on the Evaluation Table for Group 1. The proposer shall identify each SBBC-Certified M/WBE firm that will be utilized by completing the **Form 00470** Statement of Intent to Perform as an M/WBE Subcontractor and **Form 00475** Subcontractor Participation Schedule (see Attachment A).) **SBBC M/WBE Certificate** or **SBBC Letter of M/WBE Certification must also be included**.

NOTE: **M/WBE Proposer who are self-performing must identify themselves by completing Form 00470 and 00475**. **SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included**. The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and dollar. Forms 00470 and 00475 must be submitted with the bid/proposal.

Group 2:

The Voluntary M/WBE Distributorship Development Program: In accordance with SBBC Policy No 3330, E.6.c, the GSC encourages manufacturers to establish authorized dealerships or distributorships with M/WBE suppliers of their products on a non-discriminatory basis.

Based on the Manufacturers Certification established in this solicitation, Proposer must be an authorized dealer to sell, warranty, and service that manufacturer's product. The manufacturer must execute the applicable part of the document, and the Proposer must also execute the applicable part. The certification must be returned with the bid in time for bid opening or upon request. Failure to submit the completed certification shall result in the disqualification of bid submitted. A separate document shall be completed by each manufacturer whose product is offered by the Proposer.

Proposers participating in the Voluntary M/WBE Distributorship Development Program will be awarded fifteen (15) Points. If participating with SBBC Certified M/WBE firm(s) at the time of submission
Proposer **who are SBBC Certified M/WBEs and are authorized dealer to sell, warranty, and service that manufacturer's product may participate in the Voluntary M/WBE Distributorship Development Program by completing the Statement of Intent, Form #00470, and SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included**.

Also, Proposers having dealer(s) who are SBBC Certified M/WBEs may fulfill the voluntary participation goal on this contract by completing the Statement of Intent, Form #00470, and SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included.

The M/WBE distributor shall perform a commercially useful function on behalf of the SBBC. When the API is applied by the GSC to a commodities solicitation, the SDOP shall review the distributorship agreements of the selected manufacturer that accepts the incentives as part of its bid to ensure that the terms of the designated authorized M/WBE's distributorship agreement are similar to that of non- M/WBE distributors for that manufacturer.

Incentives ***may*** include one or more of the following listed below:

1. Accelerated payment terms of invoices for payment from the SBBC within fifteen (15) days of receipt of goods and invoices.
2. Or two (2) or three (3) additional option years in supply contracts that may be exercised by the SBBC when the manufacturer sells its products through its authorized M/WBE distributorship and demonstrates that its

distributorship with that M/WBE vendor is established and operated in a non- discriminatory fashion as compared to its other distributorships.

The Proposer must utilize SBBC Certified M/WBEs to fulfill the participation goal on this contract; the M/WBE firms shall be certified by SBBC at the time of bid and the remaining time of the contract. For information on M/WBE Certification, contact the SBBC Supplier Diversity Outreach Program Office at 754-321-0550 or visit browardschools.com/Page/39992. It is the Proposer's responsibility to ensure it is compliant with these requirements and deadlines by contacting the PWS to verify the Vendor's current Certification status or to obtain the applicable certification. A certified firm must provide a commercially useful function for a project and may not act as a broker. A certified firm that seeks to act as a broker or a Vendor that does not provide a commercially useful function on a project shall be subject to removal or decertification by SDOP.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority, and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. The current list of SBBC S/M/WBE-Certified firms can be viewed at browardschools.com/Page/46981.

Group 1: Failure of a proposer to commit and submit as required in the solicitation to satisfying the **M/WBE Subcontracting Program** shall render its response non-responsive to the MWBE requirements.

Group 2: At the time of the bid submittal, the Proposer shall identify its intent to participate in the **Voluntary M/WBE Distributorship Development Program** by using the following form: Statement of Intent, Form #00470.

Please go to the following link to view the current list of SBBC-Certified firms: browardschools.com/Page/46981.

Penalties and Sanctions
In the absence of a waiver granted by the SDOP or the self-performance of a portion or all of the M/WBE subcontracting goal by a certified M/WBE proposer, the failure of a proposer to attain a subcontracting goal for M/WBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with the SBBC, or by law pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

Suspension
The temporary stoppage of an M/WBE firm's beneficial participation in the District's SDOP for a finite period of time due to cumulative contract payments the M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section (7) of the Standard Operating Procedures for this Policy or pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

M/WBE INFORMATION: Proposals will be evaluated based on the evaluation criterion 4.3.5.1		**Maximum Points**
4.3.5.1	**GROUP 1 Evaluation** A maximum of fifteen (15) points, as described in the Evaluation Points Table, will be awarded for Group 1. **Proposers committing to participation in the M/WBE Subcontracting Program will be awarded up to a maximum of ten (10) points based on the Evaluation Table for Group 1.** (Ancillary services performed by an SBBC Certified MWBE will be counted towards the solicitations goal.) The proposer shall identify each SBBC-Certified M/WBE firm that will be utilized by completing the *Form 00470* - Statement of Intent to Perform as an M/WBE Subcontractor - and *Form 00475* - Subcontractor Participation Schedule - (see **Attachment A**). **SBBC M/WBE Certificate or SBBC Letter of M/WBE Certification must also be included.** The Statement of Intent submitted with the proposal reflects the intent of the parties, both prime and subcontractor, to establish a business relationship. Additionally, it will detail the type of work and percentage/dollar amount of work that the subcontractor will perform.	**15**

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	SBBC Certified M/WBE Proposers who are *self-performing* will be awarded Five (5) Evaluation preference points. The M/WBE Proposer must identify itself by completing the Form 00470 and 00475 in order to be awarded Preference Points (see **Attachment A**.) **SBBC M/WBE Certificate or SBBC Letter of M/WBE Certification must also be included.** The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and percentage/dollar amount to perform. (All SBBC Certified S/M/WBEs are considered M/WBEs.) Additional points will be awarded *IF* the M/WBE Prime choose to subcontract a percentage of the total contract value to an SBBC Certified M/WBE Firm(s), as described in the Evaluation Points Table. Indicate the extent and nature of the firm's work with specificity, as it relates to the services as described in this RFP. Provide proof, in writing, that the M/WBE proposer is certified by The School Board of Broward County (SBBC), Florida (SBBC M/WBE Certificate or SBBC Letter of M/WBE Certification). Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. If you are not a SBBC Certified M/WBE Proposer state N/A on the form and return it with your Proposal.	
	GROUP 2 Evaluation **Proposers participating in the with the Voluntary M/WBE Distributorship Development Program will be awarded fifteen (15) Points. If participating with SBBC Certified M/WBE firm(s) at the time of submission** **Proposers who are SBBC Certified M/WBEs and are authorized dealer to sell, warranty and service that manufacturer's product, may participate in the Voluntary M/WBE Distributorship Development Program by completing the Statement of Intent, Form #00470. Also, Proposers having dealer(s) who are SBBC Certified M/WBEs may fulfill the voluntary participation goal on this contract by completing the Statement of Intent, Form #00470, and SBBC M/WBE Certificate or SBBC Letter of M/WBE Certification must also be included.** Indicate the extent and nature of the firm's work with specificity, as it relates to the services as described in this RFP. Provide proof, in writing, that the subcontracting M/WBE firms are certified by The School Board of Broward County (SBBC), Florida. Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. **If you are not participating in the Voluntary M/WBE Distributorship Development Program, state N/A on the form and return it with your Proposal.**	**15**
	MAXIMUM POINTS TO BE AWARDED FOR EACH GROUP	**15**
	*If awarded, the Awardee will be required to submit *Form 00485* - Small Minority or Women Business Enterprise (S/M/WBE) Monthly Utilization Report (Utilization Report) (see **Attachment A**) to the Supplier Diversity Outreach Program Office which will track payments made. The timing of the Utilization Report shall coincide with invoice submission. **State your willingness to comply with this requirement.**	Yes ☐ No ☐

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SECTION 5 – EVALUATION OF PROPOSALS

5.1 **SCORING:** The Committee, shall evaluate all proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Liability, according to the following criteria. Each group shall be scored independently.

GROUP 1 – Structured Cabling	**MAXIMUM POINTS**
A. Experience and Qualifications	23
B. Scope of Work	25
C. Supplier Diversity & Outreach Program	15
D. E-rate Eligible Products/Services Pricing	32
E. E-rate Ineligible Products Pricing	5
GROUP 1 TOTAL	**100**

(*)SBBC shall award a maximum of fifteen (15) points for S/M/WBE Participation as listed in the *15-Point Table for* S/M/WBE *Participation* below. At the time the proposal is submitted, the Proposer in Group 1 shall identify all S/M/WBE firms, which will be utilized as subcontractors by completing the *Form 00470* and *Form 00475*, and **SBBC M/WBE Certificate** or **SBBC Letter of M/WBE Certification must also be included**

Group 1 Evaluation Preference Point Table

5 Points for M/WBE Prime Participation (Self-Performance)

Up to 10 Points for Participation in the M/WBE Subcontracting Goals Program	
Percentage of Total Contract Value	**Assigned # of M/WBE Preference Points**
≤ 5%	**0**
≥ 6% – ≤ 15%	**5**
≥ 16% – or more	**10**

*5% is the minimum stated goal. No points are awarded for committing to the minimum goal.

GROUP 2 – Enterprise Networking	**MAXIMUM POINTS**
A. Experience and Qualifications	27
B. Scope of Work	27
C. Supplier Diversity & Outreach Program	15
D. E-rate Eligible Products/Services Pricing	29
E. E-rate Ineligible Products Pricing	2
GROUP 2 TOTAL	**100**

Group 2, Bidders who are SBBC Certified M/WBEs and are authorized dealers to sell, warranty, and service that manufacturer's product, may participate in the Voluntary M/WBE Distributorship Development Program by completing the Statement of Intent, Form #00470. Also, Bidders having dealer(s) who are SBBC Certified M/WBEs may fulfill the voluntary participation goal on this contract by completing the Statement of Intent, Form #00470. **SBBC M/WBE Certificate** or **SBBC Letter of M/WBE Certification must also be included**

Group 2 Evaluation Preference Point Table

15-Point Table for M/WBE Participation	
GROUP 2: Voluntary M/WBE Distributorship Development Program	15 Points

EXHIBIT 1

Note: Evaluation points for "Category C" shall be provided by the Supplier Diversity & Outreach Program Office.

Once awarded, Proposer is required to submit the Monthly Utilization Report Form, #00485. Proposer must also adhere to Section 9 and 13 of the SDOP Standard Operating Procedures, which is available at browardschools.com/Page/32544.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority, and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. The current list of SBBC S/M/WBE-Certified firms can be viewed at browardschools.com/Page/46981.

5.2 **EVALUATION PROCESS:** **Failure to respond, provide detailed information or to provide requested proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one responsive proposal is received, the Committee will proceed without scoring the one responsive proposal and may negotiate the best terms and conditions with that sole Proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C."** The evaluation processes will be conducted in sequential steps as described below. Evaluation of proposals will be based on an average of the Evaluation Committee Member's points (for sections evaluated by a committee).

STEP 1: MINIMUM ELIGIBILITY: Each proposal will be evaluated by SBBC's Procurement & Warehouse Services Department to determine if the proposal meets the minimum eligibility requirements as listed for the RFP in Section 4.2. Proposals that fail to meet the minimum eligibility requirements as stated for the RFP will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a voting member of the Committee.

STEP 2: S/M/WBE EVALUATION: Representatives of SBBC's Supplier Diversity and Outreach program will assign point values for the S/M/WBE information supplied in RFP in accordance with Section 4.3.5 and the information requested and described further in **Attachment A**. The individual responsible for this portion of the evaluation is not a voting member of the Committee.

STEP 3: COMMITTEE EVALUATION: This step evaluates the strengths of the companies that have responded to the RFP. The Committee will score the proposals on the basis of Proposer Experience & Qualifications in accordance with Section 4.3.1 and Scope of Work responses in accordance with Sections 4 and 8. The technical evaluation will be performed by this Committee, including evaluating alternative product offerings in accordance with Section 8.3.20. The District, at its sole discretion, shall determine if any alternative product options comply with the requirements of this RFP.

STEP 4: PRICING EVALUATION: SBBC's Procurement & Warehousing Services Department will reveal the point values assigned to the cost proposals submitted by each Proposer in accordance with the procedures outlined in Section 4.3.3 and 4.3.4 The individual responsible for this portion of the evaluation is not a voting member of the Committee.

STEP 5: SCORE COMPUTATION: All scores will be calculated (sections scored by the committee will be averaged) and combined for a grand total.

5.3 **ORAL PRESENTATIONS:** The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. Presentations, if required, will be part of the evaluation process.

5.4 **COMMITTEE'S RECOMMENDATION:** Based upon Section 5.1, the Committee, at its sole discretion, may commence negotiations with selected Proposer(s). The Committee reserves the right to negotiate any term, condition, specification, or price (other than Section 4.2 and Section 7.1) with a selected Proposer(s). In the event that mutually agreeable negotiations cannot be reached with a Proposer, the Committee may negotiate with the next ranked Proposer(s), and so forth. An impasse may be declared by the Committee at any time. The Committee will make a recommendation to the Superintendent. The Superintendent may choose to post the recommendation as its intended action of the District in accordance with Section 120.57(3) Florida Statutes or the Superintendent may choose to return the recommendation to the Committee for further deliberations consistent with the RFP.

5.5 **AWARD:** SBBC intends to make an award only to the Proposer(s) that have complied with the terms, conditions and requirements of the overall RFP. Each Group will be awarded independently. Based on SBBC's needs, a Primary Awardee and Alternate Awardee(s) shall be recommended for award for each Group. The After the conclusion of negotiations, the recommended awards would be made for the goods and services sought in the RFP in accordance with the terms of negotiations. The awards shall not be a guarantee of business or a guarantee of specified quantities of products or volume of service. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment J**) shall be prepared for execution by the Awardee and The School Board, and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. This Agreement approved by the SBBC's General Counsel will be submitted to SBBC for final approval. **Approval shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on this contract.**

EXHIBIT 1

SECTION 6 – SPECIAL CONDITIONS

6.1 **BID SUBMITTAL:** The complete original hard-copy proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m.** (see Section 2 - Calendar for due date) at the following address in order to be considered. Please utilize **Attachment M**, attaching it to the outside of your package.

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323; Sunrise Florida 33351 ATTN: FY21-188

One complete, original hard-copy proposal (clearly marked as such), and **one complete, original electronic version (both clearly marked as "original")** will constitute the original governing documents. The **electronic version in PDF on a Flash Drive** (which must be identical to the original proposal, **including any supplemental information/marketing materials)**, of the RFP proposal, including the **REQUIRED RESPONSE FORM** (Section 1 of RFP, must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy proposal and the copies, the **original** hard-copy proposal will be the governing document. Proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and title clearly typed or written on the front.

6.2 **JOINT VENTURES:** In the event multiple Proposers submit a joint proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.

6.3 **MINIMUM INSURANCE REQUIREMENTS:**

6.3.1 **GENERAL LIABILITY:** Limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate. Limits not less than $1,000,000 for Products/Completed Operations Aggregate.

6.3.2 **PROFESSIONAL LIABILITY/TECHNOLOGY ERRORS & OMISSIONS:** Limit not less than $1,000,000 per occurrence covering services provided under this Agreement.

6.3.3 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

6.3.4 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

6.3.5 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

6.3.6 **VERIFICATION OF COVERAGE:** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

EXHIBIT 1

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of current status.

6.3.7 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

6.3.7.1 The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

6.3.7.2 All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

6.3.7.3 Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

6.3.8 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement

6.4 AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:

6.4.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing herein after referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.

6.4.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement, shall be reimbursed to SBBC.

6.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.

6.4.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an over payment, the Awardee will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.

6.4.5 If an audit inspection or examination in accordance with this article, discloses over payments (of any nature) to the Awardee(s) by SBBC in excess of ten percent (10%) of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee as well as the over payments by SBBC.

6.5 W-9 FORM: All Proposers are requested to complete their W-9, (see **Attachment H**), and submit with their proposal.

6.6 FLORIDA BIDDER'S PREFERENCE: General Condition 7.2.4 applies to this RFP. ALL Proposers must execute and submit **Attachment C**, Legal Opinion of Bidder's Preference Form to be considered. Proposers from outside the State of Florida must submit a completed and signed legal opinion as specified by Florida Statute 287.084(2). Florida Proposers are not required to

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have an Attorney render an opinion but the Florida Proposer must complete its portion of this form. Failure to submit and execute this form, with proposal, shall result in being considered "non-responsive" and proposal rejected.

6.7 **COPYRIGHT INDEMNIFICATION:** SBBC agrees to notify Awardee promptly in writing of any threatened or pending judicial action brought against SBBC alleging **SBBC's** improper or unlawful use of any of the Services or Awardee Property, including but not limited to its infringement of a valid United States copyright law, patent or regulation (all such claims being referred to collectively herein as "Infringement Claims"). Awardee shall indemnify and defend the SBBC, including its board members, employees, and agents, against any and all of such Infringement Claims at its own expense and will pay (i) the legal fees of counsel engaged to defend SBBC and all of SBBC's related reasonable expenses, (ii) any costs and damages awarded against the SBBC in such action, and (iii) any amount agreed to be paid by SBBC in settlement of such action. Awardee's foregoing obligations are subject to and conditioned upon SBBC's full cooperation with Awardee in the defense of such Infringement Claims.

6.8 **ACCEPTANCE AND REJECTION OF PROPOSALS:**

6.8.1 **ACCEPTANCE:** All proposals properly completed and submitted will be evaluated in accordance with Section 5.1. SBBC reserves the right to reject any or all proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all proposals when it serves the best interest of SBBC.

6.8.2 **TECHNICALITIES:** SBBC also reserves the right to waive irregularities or technicalities in any proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

6.8.3 **REJECTION:** A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:

6.8.3.1 The proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.

6.8.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.3 (see Section 1- Required Response Form).

6.8.3.3 Failure to respond to all subsections within the RFP.

6.8.3.4 Proof of collusion among Proposers, in which case all suspected Proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.

6.8.3.5 The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind, which make the proposal incomplete, indefinite, or ambiguous as to its meaning.

6.8.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

6.8.3.7 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there is sound documented business reasons that serve the best interest of SBBC.

6.9 **VENDOR REGISTRATION:** To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: http://schoolboardofbrowardcounty.supplier.ariba.com/register
Training materials are available via our website at https://www.browardschools.com/Page/39992 (middle of page - if needed).

EXHIBIT 1

SECTION 7 – GENERAL CONDITIONS

7.1 **LIABILITY: This General Condition of the RFP is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".**

7.1.1 By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

7.1.2 By AWARDEE: AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.

7.2 **SEALED PROPOSAL REQUIREMENTS:** The "**Required Response Form**" must be completed, signed and returned with your submitted proposal. To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Request for Proposal opening.

7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting proposal without regard to how a copy of this RFP was obtained.

It is the responsibility of the Proposer to make sure the original proposal matches the proposal copies as requested in the RFP. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.

7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope with the RFP number and name clearly typed or written on the front of the envelope. Proposals must be time stamped in Procurement & Warehousing Services Department **on or before 2:00 p.m. ET on date due** for proposal to be considered. Proposals will be opened at 2:00 p.m. ET on date due. Failure to timely submit such proposal shall disqualify the Proposer and such proposal will be either returned to the Proposer or stored and unopened. NO FAXED PROPOSALS SHALL BE ACCEPTED. **The School Board of Broward County (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**

7.2.3 **EXECUTION OF PROPOSAL:** Proposal must contain an original manual signature (**in blue ink**) of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the Required Response Form. All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the RFP.

7.2.4 **BIDDING PREFERENCE LAWS:** The State of Florida provides a Proposer's preference for Florida vendors for the purchase of personal property. **SERVICES ARE NOT COVERED UNDER THIS REQUIREMENT**. The local preference is five (5) percent. Proposers outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "**Opinion of Out-of-State Bidder's Attorney on Bidding Preferences**" form and must submit this form with the submitted proposal. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Proposers must also complete its portion of the form. Failure to submit and execute this form, with the proposal, shall result in proposal being considered "non-responsive" and proposal rejected. **See Minimum Eligibility Requirements of the RFP**.

7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time stamped in **PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due**. Late proposals shall not be accepted. The address for proposal submittal, including hand delivery and overnight courier delivery, is indicated as: **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704**. The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement and Warehousing Services will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)

7.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.

7.5 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the proposal, the **Unit Price** quoted shall govern. For services, the unit price shall be all- inclusive of services performed.

a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.

b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.

c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this RFP. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.

e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.

7.6 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished with in thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after award of the RFP.

All samples of equipment must adhere to E-rate guidance on gifts and samples. https://www.usac.org/e-rate/applicant-process/competitive-bidding/gift-rules/

Each individual sample must be labeled with the Proposer's name, RFP Number and item number. Failure of the Proposer to either deliver required sample(s) or to clearly identify samples as indicated may be reason for rejection of the proposal item. Unless otherwise indicated in the RFP, sample(s) should be delivered to the Procurement & Warehousing Services Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704.

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7.7 **DELIVERY: ALL DELIVERIES SHALL BE F.O.B. DESTINATION POINT**. **Shipping points offered other than F.O.B. Destination shall be rejected**. Unless actual date of delivery is specified (or specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school District administration is closed.

7.8 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement and Warehousing Services Department as requested in the Conditions of the RFP, Information. If necessary, an Addendum will be issued.

7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Proposal Evaluation Committees evaluate and negotiate all Proposals in accordance with State Statutes 119.071 and 286.0113.

7.10 **AWARDS:** In the best interest of SBBC, the Procurement & Warehousing Services Department reserves the right to withdraw this RFP at any time prior to the time and date specified for the RFP opening. The Evaluation Committee reserves the right to reject any or all proposals received when there are sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or groups of items unless qualified by Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

7.11 **PROPOSAL OPENING:** Proposal opening shall be public, on the date and at the time specified in the RFP. Any proposal(s) received after that time shall not be considered.

7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.

7.13 **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided in the RFP. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by SBBC unless loss or damage resulting from negligence by SBBC. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the Awardee(s) and return product at Awardee's expense.

7.14 **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. Services will be paid after the service has been performed and meets the requirements of the RFP. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).

7.15 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting **Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

7.16 **INSURANCE:** Proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 7.24 LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements). The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

7.17 **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the RFP Opening Date, Proposer must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Proposer must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five working days of notification.

An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.

7.18 **PRIORITY OF DOCUMENTS:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

a) Any Agreement resulting from the award of this RFP; then
b) Addenda released for this RFP, with the latest Addendum taking precedence; then
c) The RFP; then
d) Awardee's proposal.

7.18.1 **DISPUTES**: In the event any dispute or difference of option concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.

7.19 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

7.20 **OSHA:** Awardee warrants that the product(s) supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

7.21 **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

7.22 **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.

7.23 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, shop worn, demonstrator, prototype or other type of product(s) of this kind are not acceptable and will be rejected.**

EXHIBIT

7.24 **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the School Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.

7.25 **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of the proposal, the School Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.

7.26 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.

7.27 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.

7.28 **DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which the school District administration is closed) **7:00 a.m. to 2:00 p.m. ET.**

7.29 **SUBSTITUTIONS:** The School Board of Broward County, Florida ***WILL NOT*** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacturer quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.

7.30. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Proposer is a responsible bidder.

7.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free.** Proposer, by virtue of bidding, certifies by signing proposal that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.

7.32 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.

7.33 **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision **shall not be for a period in excess of six months** from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

7.34 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units or service shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

7.35 **SUBMITTAL OF INVOICES:** All Proposers are hereby notified that any invoice submitted as a result of the award of this RFP must be in the same format as any Purchase Order released as a result of the award of this RFP. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct, and will be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.

7.36 **PURCHASE AGREEMENT:** This RFP, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal, Awardee(s) agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

7.37 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

7.38 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION:** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program. The purpose of the program is to utilize available small, minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal. **For information on S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or** https://www.browardschools.com/Page/32544.

7.39 **SBBC PHOTO IDENTIFICATION BADGE: Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

As of 7/01/15, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website:
http://www.broward.k12.fl.us/police/pdf/seccle/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. (Continued)….

These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.

Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

7.40 **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, **within 72 hours after electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school District administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school District administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school District administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.41 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com and the E-rate Productivity Center (EPC) and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com or the EPC. In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school District administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school District administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school District administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based".** Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest,** a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond.

If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.42 **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s). (See Special Conditions of the RFP)

7.43 **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

7.44 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at vendor's expense. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

a) Cancellation and default of contract;
b) For a period of two years, any proposal submitted by vendor will not be considered and will not be recommended for award.
c) All departments being advised not to do business with vendor.

7.45 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

7.46 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation will be made to the School Board for the contract award's termination.

7.47 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.

7.48 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

7.49 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this RFP by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

7.50 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

7.51 **SEVERABILITY:** In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

7.52 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.

7.53 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.

7.54 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on The School Board of Broward County's website, www.browardschools.com.
d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.

7.55 **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:

a) A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
b) The Broward County Certified Minority/Women Business Enterprise vendor;
c) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
d) The Florida Certified Minority/Women Business Enterprise vendor;
e) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
f) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
g) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
h) If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid vendors invited to be present as witnesses.

Included as a part of the RFP documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the Proposer to certify that it has implemented a drug-free workplace program. The Required Response Form (Page 1 of this RFP) must be properly signed in order for the proposal to be considered. A Proposer cannot sign this form in lieu of properly signing the Required Response Form.

7.56 **AUDITING SERVICES POLICY 3100:** If the RFP is for auditing services and in accordance with Policy 3100 – Annual Financial Audit, the independent audit firm selected by the School Board shall serve at the discretion of the School Board for five (5) consecutive years; the firm selected shall not succeed itself as the School Board's independent auditor except for the first selection when the current auditor will be exempted.

7.57 **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Awardee and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Awardee agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Awardee agrees to provide the District with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Awardee.

7.58 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

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7.59 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION – Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION:

a) The prospective lower tier participant certifies, by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

7.60 **PUBLIC INSPECTION OF PROPOSALS:** Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this RFP shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until posting of the recommendation for intended award, whichever is earlier. If SBBC rejects all proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals shall remain exempt from public inspection and copying until such time as SBBC posts notice of an intended decision concerning the reissued competitive solicitation or until SBBC withdraws the reissued competitive solicitation.

If a Proposer contends that any portion of its response to the RFP is confidential and exempt from public inspection and copying, it is the Proposer's responsibility to clearly label each such portion of its proposal as confidential and specify the applicable statutory exemption from public inspection and copying on such portion(s) of its proposal. Confidential or exempt portions of any proposal must also be submitted in a separate sealed envelope and marked as such. A failure by the Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the RFP shall constitute a waiver by Proposer of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law.

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of Proposer's response to the RFP. SBBC will provide for the inspection or copying any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials. By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public record other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based upon SBBC's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such nondisclosure.

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SECTION 8 – SCOPE OF WORK & PERFORMANCE SPECIFICATIONS

Section 8 specifies the minimum requirements that meet the current educational and business needs of SBBC's environment, and those that will provide new solutions in the future. The technical specifications for specific services included in the RFP may be modified as needed by SBBC throughout the term of the contract as technology changes and SBBC's business and operational requirements shift. All technical and special conditions are mandatory requirements that Awardee is required to comply with in order to satisfy the terms and conditions of the RFP.

GROUP 1 – STRUCTURED CABLING SYSTEMS
GROUP 2 – ENTERPRISE NETWORKING (LOCAL AREA NETWORKS (LAN) & WIRELESS LOCAL AREA NETWORKS (WLAN))

8.1 GROUP 1 – STRUCTURED CABLING: The scope of work requirements includes the procurement of communications wiring and related hardware, conduits and related cable management infrastructure and all related components required for a fully functional communications infrastructure for the following:

a. Adds, moves and changes to the existing communications infrastructure at schools and District offices
b. Installation of communications infrastructure to support data, voice and video at new schools and District offices
c. Communications infrastructure in relocatable classrooms
d. Communications infrastructure in Building renovations and additions
e. Dedicated Technician services

SBBC's intent with this contract is to, in accordance with E-rate guidelines, establish a not to exceed rate for these Structured Cabling services. The rates would be in force through the term of the agreement.

8.1.1 **GROUP 1 CURRENT CONDITIONS:** SBBC employs a communications transport system to support the transmission of voice, data, surveillance and multimedia applications. The communications transport system is based on a structured wiring design of (normally) four pair, plenum, Category 5e and/or Category 6, unshielded twisted pair (UTP) cables to each communications outlet (CO) location in a quad, dual or single port configuration. Quad COs consist of four, 8-pin modular jacks, Category 5e and/or Category 6, Dual COs consists of two, 8-pin modular jacks, Category 5e and/or Category 6 and Single COs consist of one, 8-pin modular jack Category 5e and/or Category 6. Quad, dual or single CO locations originate from a main equipment room (ER) usually located in the Media Center or a communications closet (TR). Rooms located outside the distance limitations of the ER, or in outlying buildings. Voice cabling infrastructure is fed from communication closets connected to the main ER via a category 3/5 voice grade, copper backbone cable and optical multi-mode fiber cable. All CO location cables are directly home run to the nearest TR or the ER and terminated on Category 5e and/or Category 6, 8-pin modular patch panels with 110-type connecting hardware. This conforms to SBBC's Standards and all current Building Industry Consulting Service International (BICSI) standards and specifications.

8.2. GROUP 2 – ENTERPRISE NETWORK: The scope of work requirements includes the procurement of enterprise network equipment needed to provide or expand Local Area Network (LAN) and Wireless Local Area Network (WLAN) solutions on school campuses and other District facilities and includes:

a. Network equipment infrastructure at new schools and/or Department sites
b. Upgrade of existing network infrastructure at schools and District offices not already upgraded or partially upgraded
c. Procurement of parts and equipment needed to maintain all existing Hewlett Packard network equipment installed throughout the District.

While procurement amounts for the Enterprise Network are estimated for bidding purposes, SBBC reserves the right to amend these estimates on an annual basis with the filing of the FCC Form 471. There are no guaranteed minimums of orders.

GROUP 2 CURRENT ENVIRONMENT

8.2.1 All of SBBC's 265-plus facilities, both schools and administrative sites, are connected via a Wide Area Network (WAN) in a hub and spoke topology back to the technology center utilizing Multiprotocol Label Switching routing technique (MPLS) with six class-of-services to provide the proper quality of service for real time, voice, video and other selective traffic. Open Shortest Path First (OSPF) and Border Gateway Protocol (BGP) routing protocols are responsible to propagate reachability information through the entire network. MPLS bandwidth at locations is varied from gigabit to multi-gigabit connections with multiple ten gigabit connections at the hub location. At each site, the WAN connects to each site's Local Area Network (LAN). LANs are installed using a hierarchical star topology with a single core layer switch and multiple access layer switches and wireless access points.

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8.2.2 Network Equipment and Uninterruptable Power Supply (UPS) devices are deployed at approximately 2,166 IDF/MDF locations across the District. In most cases, 2-post or 4-post networking network racks are located in wired closets, but in some cases racks with network equipment are located at a school office or media center.

8.2.3 The table below represents the current SBBC network closets classification from the standpoint of the amount of copper and fiber ports.

Closet Type	100/1000 Base-T PoE+	1G/10G SFP at Primary Switch	Number of Closets
1	800	24	1
2	800	8	3
3	680	32	4
4	680	8	5
5	590	28	6
6	590	8	11
7	490	28	16
8	490	8	20
9	390	28	28
10	390	8	54
11	300	24	50
12	300	8	114
13	240	4	24
14	180	24	87
15	180	4	447
16	80	20	32
17	80	4	515
18	48	4	361
19	24	2	250
20	8	2	138
Total	**288,242**	**13,300**	**2,166**

Note: SBBC cannot dictate network designs or diagrams of closet types due to E-Rate Guidelines.

8.2.4 SBBC's LANs are composed of HP Aruba network equipment, Aerohive Wireless Access Points (APs) and multi-branded Uninterruptable Power Supply (UPS) devices. All wiring closets utilize standard 19" 2-post racks. Switch ports support 10/100 Mbps and gigabit connections via UTP CAT 5e or CAT 6 copper RJ-45 connectors and either 62.5 or 50-micron multimode fiber.

8.2.5 Wireless Access Point models deployed at the locations are principally Aerohive AP230; approximately 15,400 units deployed. There are also approximately 2000 Aerohive AP330 units that are primarily deployed at Administration locations and some schools. The most recent Wireless Access Point model deployed in high-density areas is Aerohive AP250. The HP Aruba switch models deployed most frequently are the HP Aruba 5400R Layer 3 modular chassis-based switch and the HP 5400 zl Layer 3 modular chassis-based switch. In areas where a large amount of ports are not needed, smaller stackable models of HP Layer 3 switches are deployed.

8.2.6 The LAN network backbones between switches are gigabit or multi-gigabit fiber or copper. A minimum of switched Fast Ethernet to the desktop for all ports with the majority of desktop-facing ports are gigabit with Power over Ethernet (PoE) for VoIP phones. The network switches support both Layer II and Layer III switching, IPv4 routing, OSPF & BGP dynamic routing protocols, 802.1q VLAN distribution on all backbones and segments, Multicast routing and delivery with IP PIM sparse, IGMPv2, IGMPv3, DHCP snooping, Bonjour gateway, Access Control List (ACL) and Quality of Service (QoS) capabilities.

8.2.7 Core switches located in the main Communications Equipment Room (CER or MDF) are utilized as full-function routers performing IPv4 routing, participating in OSPF and BGP dynamic routing exchange, performing PIM Sparse and Bonjour gateway. To improve performance, security and administrative control, a large campus network is segmented into smaller logical networks with 802.1q Virtual LAN technique. Currently, each campus has eight VLANs.

8.2.8 Edge switches are enterprise-class managed switches. They are layer 2-4 capable, which allows the implementation of IPv4 routing, QoS, DHCP-snooping, ACLs at the edge as technology needs dictate. These switches support both 10/100 mbps and gigabit connections via UTP Cat 5e and/or Cat 6 copper RJ-45 connectors to the desktop. In most installs

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modular, chassis-based switches are utilized versus stackable switches. This allows for higher port densities; a common, faster backbone; greater ease-of-management and cleaner installs. At sites where VoIP is implemented (around 220 sites) power over Ethernet features are utilized to power up IP phones. Wireless Access Points are utilizing advanced power over Ethernet features.

8.2.9 Managed UPSs are located in each wiring closet and are sized-based on the network equipment they support. They are outfitted with network management cards for remote management over the network. SNMPv3 is utilized to provide capabilities for proactive network management at the District's Network Operation Center (NOC). All switches and UPS devices are centrally managed and monitored via encrypted protocols such as SNMPv3, HTTPs and/or SSH.

8.2.10 All schools have 100% complete wireless coverage throughout their facilities. SBBC's wireless network consists of over 17,575 Aerohive Wireless Access Points centrally managed by the Network Operations Center via Aerohive's central management solution "HiveManager." The wireless network currently utilizes a "one AP per classroom" deployment scheme. Special locations which have a high density of users (such as media centers and cafeterias) have a heavier deployment footprint. Wireless Networks are deployed across the entire 2.4GHz and 5GHz radio frequency bands and support 802.11a/g/n/ac wireless standards. Deployment is performed based on 20MHz – wide radio channel in 1 to 1 areas with 40MHz utilized elsewhere on the 5Ghz band.

8.2.11 Four wireless networks (WLANs) are serving different categories of users and devices. WPA2-Enterprise authentication protocol with 802.1x authentication method is used on all major WLANs with additional device control mechanism deployed at Access Points, which enables the recognition of device/user combinations and properly places wireless devices on the proper network segment, with the additional ability to apply proper access restrictions directly on the Access Point and class of service on the network switch. The Wireless Guest network for outside users is deployed by utilizing an open Captive Portal mechanism, with the ability to perform self-onboarding and the ability to receive temporary access credentials via SMS gateway message on a cell phone. Any access to the Internet is controlled by an enterprise-class web filtering solution, application control and intrusion detection services. Users on a Guest WLAN are not allowed to access District internal network resources.

8.2.12 The daily peak average load of wired and wireless clients generally exceeds 260,000 - 320,000 connected devices, from which wireless clients generally exceeds 170,000 - 210,000 connected devices. The total number of unmanaged District-owned devices which may not support 802.1x is approximately 85,000. These are devices such as IP phones, Wireless APs, IP cameras, UPS systems, printers, class collaboration, video collaboration and IoT devices. The maximum total amount of wired and wireless devices on the network during peak times currently approaches 400,000. The current flow rate at the centralized Netflow collector is approximately 55,000 flows per second.

8.2.13 The centralized DNS/DHCP/IPAM solution that is deployed at the District level is based on an Infoblox solution that serves all clients. Wireless Access Points receive IP addresses dynamically from a centralized DHCP server. At 250-plus locations, the DHCP lease time on wireless networks is 42 hours. Eight large school locations have a lease time of eight hours on wireless network segments. Lease time for non-wireless devices is over 72 hours.

8.2.14 Currently during new deployments of network switches, new devices are configured based on a predefined configuration blueprint which specifies most global parameters, such as the amount of VLANs, VLAN IDs, ACLs, QoS, DHCP snooping and many others. A switch configured with a static IP address is predefined by the Network Operations Center prior to installation. Trunk ports facing other switches or Access Points are configured with 802.1q VLAN tagging for all VLANS. All other switch ports, except trunks, are configured as untagged on data VLAN and tagged on voice VLAN. After the initial deployment, some ports are manually tuned to reflect special purposed devices (ie: security cameras). Currently 802.1X is not widely deployed on switch ports, which creates management overhead.

8.3 <u>GROUP 1 & 2 REQUIREMENTS:</u> All Sections and Subsections of 8.3 are minimum requirements that pertain to Groups 1 and 2.

8.3.1 **ACCOUNT REPRESENTATION:** Awardee shall designate one point of contact for communications with SBBC. A resume of this individual must be submitted with the proposal and they must reside in the Tri-County area (Miami-Dade, Broward or Palm Beach Counties). A resume for all other principals in the organization that will be servicing SBBC must also be included.

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8.3.2 **TECHNOLOGY OBSOLESCENCE:** SBBC includes the technology obsolescence in this RFP to protect itself from unknowingly purchasing technology that is at the end of its production, support and/or marketing life cycle. Awardee and SBBC shall have roadmap meetings to share information including product lifespan. Equipment provided by Awardee cannot be declared as EOL or EOS by the OEM within the contract period. In the event of the supplied equipment being declared as EOL or EOS within the period of 5 years from the date of commissioning of the equipment, the Awardee must replace it with equipment having equivalent or higher configurations that is not EOL or EOS.

8.3.3 **BALANCE OF LINE & OTHER GOODS/SERVICES:** Awardee shall provide other goods and services required by SBBC within this commodity Group as needed in the future, irrespective of their specific omission from this RFP. Pricing for any such procurement will be determined by negotiation at the time of the sale, but must be based on the applicable discount levels established in the price offers included in the initial RFP response.

8.3.4 **ITEM ENHANCEMENT:** During the term of the contract, Awardee may offer SBBC an enhanced feature associated with any item. Written notification of intent must be received by SBBC 30 days prior to the effective date of the proposed change. Each item specification must be referenced as it relates to the enhancement, and each product feature of the enhanced item must meet or exceed those detailed in the technical specifications of this RFP. The notification shall include complete descriptive, technical literature on the proposed enhanced item. SBBC reserves the right to continue to order the item as is or to purchase the newer, enhanced item.

8.3.5 **DISCONTINUATION AND SUBSTITUTION FOR RFP ITEMS:** Over time, SBBC expects that the items listed in Excel pricing file will reach end of either their sale or support life. Awardee shall provide alternative products that meet or exceed the operational functionality of the items listed in the RFP at the prices included with their proposal. Additionally, as technology and business requirements change throughout the term of this contract, SBBC may buy alternative products to those listed herein, at the discount levels established in this contract.

8.3.6 **ORDER PLACEMENT & SHIPPING COSTS:** Requests for project proposals will be made by SBBC staff. The Awardee must respond with a written quote/proposal within fifteen (15) business days. Any quote for work that is being done with E-Rate funding support is valid until the close of the associated Funding Request Number (FRN). Proposals/quotes for E-Rate funded related work must break out the E-Rate eligible and ineligible components. Shipping must be provided at no cost. Shipping costs for any material that is defective is the responsibility of the Awardee.

8.3.7 **MANUFACTURING DELAYS:** If the Awardee is unable to supply equipment and/or materials in compliance with this RFP, Awardee shall furnish SBBC with a temporary solution so as not to delay a project at no cost to SBBC.

8.3.8 **DOA / INSTALLATION FAILURE:** Awardee must immediately replace any equipment deemed to be defective at the time of installation without delay and at no cost to SBBC.

8.3.9 **DOCUMENTATION:** Awardee shall provide full documentation on any equipment or system procured under this RFP to SBBC at no additional cost with 72 hours of request.

8.3.10 **INSTALLATION OF GOODS & SITE CLEAN-UP:** Awardee shall deliver and install items ordered within thirty (30) days after receipt of a purchase order (unless alternate arrangements are agreed upon with SBBC). Work can typically be performed between the hours of 7:30 am – 3:30 pm. Work hours are to be coordinated with the individual site. Awardee is responsible for removing all trash and debris to outside garbage containers daily or as needed during the day. After the communications room wiring installation, the Awardee shall provide a complete clean-up of the rooms to include vacuuming of the floor surface, cleaning of racks, panels and boards, etc. Workstation outlet location areas shall be cleaned on an on-going basis each time the Awardee completes work in the area.

8.3.11 **PROTECTION OF WORK, PROPERTY & PERSONNEL:** Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages. SBBC may withhold payment or make such deductions, as it may deem necessary to ensure reimbursement for loss and/or damages to the property through negligence of the Awardee. Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.

8.3.12 **PROFESSIONAL SERVICES:** SBBC expects that certain professional services be provided at no additional cost to those indicated on the Excel pricing file. The services categorically include: pre-sales engineering, product roadmap alignment and strategic planning assistance, collaborative project planning. Other professional services must be made available to SBBC to meet its operational requirements at rates aligned to the services requested and negotiated by SBBC and the Awardee.

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8.3.13 **TRAINING & KNOWLEDGE TRANSFER:** Awardee shall provide training to SBBC on the use of the equipment and systems procured under this RFP at no cost to SBBC. Proposers should describe the methods by which and the extent that they will fulfill this expectation. As the Awardee performs routine installation or maintenance procedures on equipment purchased under this RFP contract, SBBC staff may participate to become better acquainted with systems operations and maintenance.

8.3.14 **AFTER-HOUR / EMERGENCY TECHNICIAN / ENGINEERING SERVICES:** Awardee shall provide a certified field technician / network engineer for after-hours emergency response to SBBC. This person must be certified on SBBC-installed network systems and have access to repair equipment stock. The after-hours time frame is defined as the hours of 5:00 p.m. (ET) to 10 p.m. (ET), Monday through Friday and 8:00 a.m. (ET) to 10:00 p.m. (ET) Saturday, Sunday, holidays and during any unplanned site closures. For Information Technology notification of emergency repairs requiring a response, this certified Field Technician must be accessible by cell phone. Pricing for this emergency technician service (hourly rate) will be in accordance with the pricing submittal.

8.3.15 **EMPLOYEE CONDUCT:** Awardee's employees or agents shall conduct themselves in a professional manner at all times. All rules and guidelines of the project site(s) and SBBC shall be adhered to. Smoking is NOT permitted on the project site(s). Awardee shall not interface with school personnel, students, or make use of any school facilities without permission. Awardee's employees working on site must report to the School Administration Office to sign in. When working on an SBBC construction site owned by a general contractor, all work must be coordinated with the general contractor so as not to impede the progress of any construction activity.

8.3.16 **SUB-CONTRACTORS:** An Awardee subcontracting is still responsible as the Prime Awardee for work performed to the satisfaction of SBBC. Proposer shall provide in their proposal the names, addresses and qualification of any sub-contractor. SBBC may require additional information on sub-contractors at a later date and reserves the right to reject any sub-contractor. No part of this contract may be sub-contracted or ownership transferred to any third party without the written approval of the Director of Procurement and Warehousing Services. Awardee must have the capability to perform all requirements of this RFP or Awardee may be held in default /cancellation of contract. SBBC shall not be liable to any third party, financially or contractually under this contract under any condition.

8.3.17 **PROJECT TRACKING & PROGRESS REPORTING:** Awardee shall submit weekly progress reports to SBBC and/or its designees via email each Friday that contain at least:

a) Work scheduled for the following week with estimated start dates
b) Work completed during the week with actual completion dates
c) Unforeseen delays / obstacles, other comments

8.3.18 **UNIFORMS:** Awardee's installation personnel are required to wear uniforms that include shirts with the company's name prominently displayed, fully clothed in appropriate business attire while on SBBC premises.

8.3.19 **SBBC BUILDING CODE AND PERMITTING REQUIREMENTS:** Every SBBC project requires a permit. Awardee shall comply with SBBC Policy 7001 including obtaining permits from SBBC's Building Department. Awardee must follow all SBBC Building Department processes, guidelines and requirements. Permit plans and As-Builts are required to be CAD. A Registered Communication Distribution Designer (RCDD) certified by BICSI is responsible for engineer drawings for permits. The documents shall have the RCDD's approval or reviewed stamps on the documents. Additional information may be found at: https://webappe.browardschools.com/buildingdepartment/

8.3.19.1 Awardee is responsible for each design for each project and shall comply with State Requirements for Education Facilities (SREF), Florida Building Codes, Division 17 specifications, SBBC building codes and SBBC Section 2A-8 Voice, Data and Video Structured Cabling Systems Design Criteria. An RCDD certified by BICSI is responsible for engineer drawings for permits. The documents shall have the RCDD's approval or reviewed stamps on the documents.

8.3.19.2 Awardee shall comply with State Requirements for Education Facilities (SREF), Florida Building Codes, Division 17 design standards and SBBC building codes. Additional information about SBBC building design standards may be found at:
http://www.broward.k12.fl.us/constructioncontracts/DivisiononeDesignStandards.html

8.3.19.3 After a permit is issued by SBBC Building Department, site-specific drawings must be completed for each site for application submittal for a site-specific permit used for inspection purposes. The current process includes, but is not limited to the following steps:

a) Awardee prepares permit documentation, specifications, and engineering drawings required to apply for a Building Permit.

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b) For a Master Building Permit, Awardee provides four (4) certified, signed and sealed copies (no smaller than 11"x17") of permitting documentation to the SBBC IT project representative to be submitted to SBBC's Building Department. Awardee is responsible for revisions, corrections or changes, if required. This Master Building Permit template can be used for multiple sites.
c) Awardee provides & installs surge protection, grounding and any additional components required to complete installation as per Florida building code and SBBC Facilities and Construction Department design specifications.
d) Awardee schedules inspection with SBBC's Building Department and is responsible for project until completed work passes inspection.
e) Awardee must correct and complete any work found to be non-compliant by SBBC Building Department Inspectors.
f) Awardee is responsible for re-inspection fee (assessed by SBBC) must any inspection fail.
g) Awardee must provide a copy of the signed building permit, final drawings and passed final inspections to SBBC's IT Department prior to the processing of any invoice for payment

8.3.20 **ALTERNATIVE, EQUIVALENT PRODUCT:** The Excel spreadsheet contains a list of products and services for Proposer's to provide pricing (see **Attachment G** for additional details regarding the Excel file). Alternative, equivalent product(s) that meets or exceeds all functionality, performance requirements and SBBC's minimum requirements will be considered. All alternative pricing and/or product options must be accompanied by clear, detailed information, including side-by-side comparisons and any other information necessary to enable the District to determine if the alternative meets the District's needs and requirements, as set forth in this RFP. The District, at its sole discretion, shall determine if any alternative product options comply with the requirements of this RFP.

8.3.21 **PILOTS, AND PROOF OF CONCEPT TRIALS:** Awardees are expected to participate in pilots, trials, and proof of concept arrangements upon request from SBBC at no cost. Pilots and trials must adhere to E-rate guidance on gifts and samples. https://www.usac.org/e-rate/applicant-process/competitive-bidding/gift-rules/

8.4 GROUP 1 REQUIREMENTS (STRUCTURED CABLING): In addition to requirements above for Group 1, all Sections and Subsections of 8.4 contain minimum requirements that pertain specifically to Group 1.

8.4.1 **CERTIFICATION(S):** Proposer must provide documentation of their current certification, to install, maintain, and perform all warranty work as part of the scope of services and technical specifications stated within the RFP and shall maintain such certification for the duration of the contract. Specific certification must include Legrand Certified Installer Plus or better and BICSI Corporate Membership number. Proposer must provide copies of current certificate(s)and BICSI registration number verifying that one or more Registered Communications Distribution Designer (RCDD) is currently employed by Proposer. Proposer must provide proof that 30% of their installers and technicians for all cabling installations are BICSI and Legrand Certified. During installation, a minimum of one (1) certified installer must be present. The 30% or better must be maintained for the term of the contract. Proposer must provide the names of technicians and copies of each technician's Legrand Certified Installer Plus and BICSI registered cabling installation certifications that will be assigned to SBBC during the term of the contract. Proposer, by submitting their proposal agree to maintain staffing that will always hold current certification throughout the term of this contract. SBBC reserves the right to request proof of manufacturer certifications at any time during the term of the contract. Additionally, Awardee must maintain a valid and current Florida State Speciality Contractors license (low-voltage).

8.4.2 **DESIGN CRITERIA:** All work must be performed and executed in compliance with SBBC Design Criteria and Division 17000 specifications as applicable. The latest version of this criteria can be retrieved by viewing Section 2A-8 Voice, Data, and Video Structured Cabling System Design Criteria at the following website:
http://www.broward.k12.fl.us/constructioncontracts/DivisiononeDesignStandards.html

8.4.3 **AUDIO VISUAL LAYOUT DETAILS:** Awardee is responsible for design and layout and shall comply with State Requirements for Education Facilities (SREF), Florida Building Codes, SBBC Building Codes, SBBC Section 2A-8 Voice, Data and Video Structured Cabling Systems Design Criteria and SBBC Facilities Design Standards. An RCDD certified by BICSI is responsible for engineer drawings for permits. The documents shall have the RCDD's approval or reviewed stamps on the documents. Scope of Work shall include pre-sale engineering of the project including on-site walk through coordinated with IT staff, project planning, producing a project bill of materials, project scheduling, project meetings with IT staff, all labor for installation and programming, testing, inspection follow up and all necessary items for a complete and fully functional system. All SBBC Instructional Spaces Typical Layout Detail (for Wall Mount) and SBBC Instructional Spaces Typical Layout Detail (for Flat Panel) must adhere to the design criteria as depicted on the Facilities & Construction Management site, posted here:

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http://www.broward.k12.fl.us/constructioncontracts/DesignStandards/Design_Criteria/SBBC%20AUDIO%20VISUAL%20LAYOUT%20DETAILS.pdf

Additionally, it is the Awardee's responsibility to confirm compliance with Facilities & Construction Management's requirements by periodically reviewing the above website.

8.4.4 **WARRANTY:** To ensure Limited Lifetime Certified Warranty Limited Lifetime Installation Warranty, all products must comply at a minimum with nCompass™ Cat6A Cabling System specifications and performance warranty coverage requirements. Awardee will be required to register with Legrand for the nCompass™ Warranty Certificate on all work completed. Awardee must show evidence that its bundled warranty includes no cost to SBBC the replacement of any cable, connector, or other component installed by the Awardee or covered under Legrand warranty which malfunctions. This warranty shall in no manner cover components that have been damaged or rendered to be unserviceable due to negligence, misuse, acts of vandalism, or tampering by personnel other than the Awardee's employees or agents.

8.4.5 **TRAINING:** Awardee must include one (1) four-hour session of hands-on training for any new model of AV or structured cabling systems purchased by SBBC. This training will be held at SBBC's IT Department for up to 15 SBBC personnel. Topics shall focus on the network equipment, operations, network management, client utilization and any related topic determined by SBBC.

8.4.6 **NEW CONSTRUCTION:** All new construction must have a minimum of Category 6A cabling or greater for copper cabling. The multimode fiber cabling is required to have a minimum of Category OM3 or greater.

8.4.7 **EXISTING CONSTRUCTION:** Existing construction requiring more than 6 quad COs to be replaced shall be a minimum of Category 6A or greater. This requires termination elements to be rated to the category of 6A or greater. The multimode fiber cabling is required to have a minimum of Category OM3 or greater.

8.4.8 **CERTIFIED PERSONNEL:** Awardee shall have certified field technicians, for SBBC to hire. Technicians must be capable of performing adds, moves, changes and routine maintenance services on the current and future install-base of cabling infrastructure. Awardee shall supply all Certified Maintenance and Support Technicians with all the appropriate equipment, tools, transportation and training to properly install and maintain District purchased structured cabling in accordance with the RFP terms specifications and conditions. Awardee shall supply at a minimum the following tools: test equipment for Category 5e/6/6A, termination/punch down tools, tone and probe kits, voltage detectors, crimpers, strippers, cutters, probe pics, can wrenches, tapes & adhesives, various hand tools (pliers, screw drivers, etc). Transportation must be a company vehicle, not a personal vehicle. Dedicated technicians need to have a company vehicle with all necessary tools for each day. SBBC will not provide transportation and will not furnish tools. All Certified Maintenance and Support Technicians will work under SBBC IT management.

8.4.9 **WORK DAY DEFINITION:** Dedicated Technicians will work an eight (8) hour day/244 days per fiscal year (July 1 – June 30). Sick time, vacations and holidays are not to be included in the annual rate.

8.5 GROUP 2 REQUIREMENTS (LAN & WIRELESS NETWORKS): In addition to requirements stated above for Group 2, all Sections and Subsections of 8.5 contain minimum requirements that pertain specifically to Group 2.

Notes:

- Out of the 20 different closet types, any switches that are proposed for network closets that have 80 and more 1000 Base-T POE+ ports must support BGP and OSPF routing protocols. Switches proposed for network closets that have 80 and less 1000 Base-T POE+ ports requirements such as closet 18, 19 and 20 may only support OSPF routing protocol.
- MDF, CER, and ER are all interchangeable terms describing a main communications closet.

GENERAL REQUIREMENTS

8.5.1 **NETWORK COMPONENTS SOLUTION:** Awardee shall provide all network components requested in this RFP, such as network switches, Wireless Access Points (AP), Uninterruptible Power Supply (UPS) Systems, Network Security Automation, Orchestration (SEC ORCH). Proposals that do not include a solution for all categories will not be accepted. The central management console system can be on-premise or cloud-based for wireless APs and network switches. Proposed price must include equipment support, maintenance, management, monitoring licenses and subscriptions which are required for the device to be fully operational. If the Awardee's standard equipment bundle does not include no fee licenses subscriptions, maintenance or monitoring for a period of five (5) years from the installation date, the Awardee

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must identify the alternative bundled terms as part of their proposal. The bundled services must apply to all network switches, access points and UPS devices procured through this RFP.

8.5.1.1 RFP proposal may not include pre-released models that are not released for general business sales.

8.5.2 **WARRANTIES:** The Proposer must state what the Manufacturer's standard warranty includes to ensure that it is bundled into the cost. No separate extended warranty or special arrangement warranty will be accepted, and are means for disqualification.

8.5.2.1 **MANUFACTURER'S LIMITED HARDWARE WARRANTY**: If the Awardee's standard equipment Warranty does not include a Manufacturer's limited lifetime hardware warranty, limited to five (5) years from the end of the sale date announcement the Awardee must list the actual limited Warranty terms in its proposal. The limited warranty must apply to all network switches, access points and UPS devices procured through this RFP. All Limited hardware warranty provisions for all equipment must be confirmed with equipment manufacturer documentation covering all suggested models. SBBC will not accept additional warranty agreements which are specific to this RFP as a substitute for manufacturer offered limited hardware warranty.

If the Awardee's standard bundled warranty does not include free standard shipping to and from the Awardees merchandise authorization (RMA) center, the Awardee must list in its proposal its actual terms and conditions for RMA item shipping in its proposal. This must apply to all switches, wireless access points, UPS and all other equipment purchased under this RFP.

Warranty for all equipment starts from the SBBC on-prem installation date.

8.5.2.2 **MANUFACTURER HARDWARE LIFETIME WARRANTY:** All Network switches procured through this RFP must include a Manufacturer's lifetime hardware warranty. Lifetime hardware warranty for equipment must be confirmed with equipment manufacturer documentation covering all suggested models. SBBC will not accept additional warranty agreements which are specific to this RFP as a substitute for manufacturer offered lifetime hardware warranty.

If the Awardee's standard bundled warranty does not include free standard shipping to and from the Awardees merchandise authorization (RMA) center, the Awardee must list in its proposal its actual terms and conditions for RMA item shipping in its proposal. This must apply to all switches, wireless access points, UPS and all other equipment purchased under this RFP.

8.5.3 **CERTIFICATION(S):** Proposer must provide verification of their company's current certification to install, maintain, and perform all warranty work as part of the scope of services and technical specifications stated within the RFP. SBBC's existing network infrastructure under warranty is to be maintained by the Awardee. Awardee shall not allow certification to lapse during term of contract. Certified means personnel working on equipment must hold in his/her possession a certificate of training stating the manufacturer has trained, and is authorized to install, maintain and perform warranty work on that manufacturer's equipment. Awardee must make available to SBBC systems engineers for Dedicated Technician Services that are fully certified and qualified to manage and maintain wired and wireless equipment and systems procured through this RFP award in ways that efficiently manage and maintain the install base and protect warranty coverage of systems.

8.5.4 **REPAIRS:** The Awardee, after being notified, must have all needed repairs started within four (4) business hours (business hours are defined as Monday through Friday, between the hours of 7:30 am to 5 pm). Awardee is responsible for all warranty work & parts, including new equipment purchased under this RFP and/or SBBC's existing networking infrastructure (under warranty). The local repair station must be authorized by the manufacturer and be staffed with in-house factory trained and certified personnel. If the proposal submitted is from other than the manufacturer, then proof that the local repair station is authorized and certified by the manufacturer must be submitted with proposal or upon request. For the purpose of this RFP "local" repair station means a location in Broward, Miami-Dade or Palm Beach County. Factory and or manufacturer-trained and certified means personnel working on equipment must hold in his/her possession a certificate of training stating manufacturer has trained and is authorized to install, maintain and perform warranty work on that manufacturer's equipment. Repairs can be made either at the school/department/center or at the local repair station. If repairs cannot be accomplished at the location, the Awardee is responsible for transporting equipment to and from the original location. Awardee is completely and solely responsible for the coordination and completion of all repairs, including

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pickup at site and reinstallation of any equipment. Upon request, equivalent loaner equipment will be made available if repairs cannot be completed at the location (school/department/center). Manufacturer's standard warranty must be provided on all RFP items. Warranty must begin after delivery and acceptance made by an authorized representative of the School Board. List warranty of all equipment proposed. Awardee must maintain an adequate supply of complement spare parts at their local service facility during warranty period to fulfill the guarantee of the items covered in this RFP. Awardee must mark and disconnect all cables, remove faulty equipment from site where it's installed, install replacement equipment at the same site location and connect all cables back in the same order and test to make sure equipment is functional. Warranty replacement equipment must be in the same functional state equal to the state in which equipment was before the failure. Awardee must restore configuration files to the equipment, add replacement equipment in SBBC network monitoring tools and any other steps to bring faulty equipment or replacement equipment back online after failure. SBBC will not pay for warranty or any activities related to warranty replacements. Awardee must provide replacement equipment free of charge to SBBC.

8.5.5 All new network switches, as well as existing HP Aruba 5400R switches with v3 modules, must have the ability to dynamically enforce role-based access on individual ports during the device connectivity phase or later, based on control from the proposed SEC ORCH. Wireless Access Points must have the ability to dynamically enforce role-based access on WLAN during the device connectivity phase or later, based on control from SEC ORCH. **Note:** For this requirement, "dynamically" means that the SEC ORCH will need to download to the switch (HPE Aruba 5400R) the required ACLs and interface configuration.

8.5.6 All ports on all new network switches and existing HP Aruba 5400R switches with v3 modules must have a unified light configuration that prevents unauthorized access to the environment when not connected. During the connectivity phase, all ports must first pass through a device identification process. If the proposed network solution is unable to detect the device during the connectivity phase, the device is treated as a guest device.

8.5.7 All new switches, new Access Points and existing HP Aruba 5400R switches with v3 modules must have the ability to centrally define policies based on roles, and must be applied uniformly across the WLAN and LAN. This eliminates the need to configure per-switch ACLs, VLANs and subnets.

8.5.8 The network solution must support network segmentation with no less than 20 VLANs per school.

8.5.9 The network solution must have the ability to dynamically place any client devices connected via WLAN on a new wireless access point, wired switch port on new switches or wired switch port on existing HP Aruba 5400R switches with v3 modules on a specified preconfigured VLAN, based on the solution's ability to identify a connected device based on any combination of the following parameters:

a) Device - specific traffic patterns learned via provided Netflow information
b) Device - specific WMI information
c) Device - specific SNMP information
d) TCP/UDP port scanning information
e) ARP information learned from campus switches
f) Values in DHCP Option 55
g) DHCP Option values
h) Fingerprint information provided by site access switches – LLDP, DHCP, HTTP, CDP
i) Vendor MAC address information
j) Device Category
k) Device OS family
l) Device OS name

8.5.10 The NMS/NAC must include a minimum of one (1) onsite, full-time staff augmentation resource for the first year to design, implement, train SBBC staff and manage the solution. The ability to maintain this resource must be provided after the first year only as a management / monitoring resource which will be at a lower skill-set and certified in the product. The cost for this full-time resource should be included in the proposed pricing model (Sec Orch-Erate Ineligible tab). Pricing must include a flow collection software with cloud or on-premise pricing.

8.5.11 If the Sec Orch-Erate Ineligible Awardee is initially outsourced to SBBC, the Awardee must provide SBBC with an outsourcing price for informational purposes.

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NETWORK SWITCHES MINIMUM REQUIREMENTS

8.5.12 To guarantee solution stability, quality, sizing potential, proper level of support and needed feature set and future innovation, the manufacturer must be recognized by Gartner in the top right-hand corner as a Leader in the Wired and Wireless LAN Access Infrastructure category for either 2018, 2019 or 2020 year reports, which must be available to validate at time of release of RFP,

8.5.13 If switch stack is proposed, then all stacking modules, transceivers, and cables which are used for stacking must be included in the switch cost. Ports used to stack switches together in the stacking solution must not be counted against port requirements.

8.5.14 The switch stack in an IDF/MDF closet must be designed with the ability to add at least one extra switch in each stack to enable future port increase capability in the closet.
8.5.14.1 All switches within same switch stack must belong to the same product family.
8.5.14.2 If switch stacks are used stacking connection bandwidth must not be less than 80Gbps. If chassis-based switches are used, bandwidth per slot must not be less than 80Gbps.

8.5.15 The chassis-based modular switch supporting over ten (10) modules in an IDF/MDF closet must be designed with the ability to add at least one extra port module in the chassis to enable future port increase capability in the closet.

8.5.16 If a single chassis-based modular switch of any size is deployed in an IDF/MDF closet, it must be designed to be able to add at least one extra port module in the chassis to ensure future port expansion capability in the closet.

8.5.17 All 100/1000BaseT ports on all switches must support PoE+

8.5.18 Chassis-based modular switches must have the ability to have POE (Power Over Ethernet) multi-gigabit 2.5GBASE-T 802.3bz port modules in the same chassis with other types of port modules. Stack switches must have ability to have multi-gigabit 2.5GBASE-T 802.3bz port switches in the same stack with other types of port modules.

8.5.19 The power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices (15W) to support the future increase of the PoE device count, as well as increase in PoE device consumption switches.

8.5.20 The Uninterruptable Power Solutions (UPS), which must have a minimum run time of 15 minutes, must be selected based on switch (or switch stack) idle power consumption and the following PoE load assumptions must apply:

a) 30% of all 100/1000 Base-T Ports have 802.3af class 1 devices (4W+0.5W PoE tax)

b) 10% of all 100/1000 Base-T Ports have 802.3af class 2 devices (7W+1W PoE tax)

c) 7% of all 100/1000 Base-T Ports have 802.3af class 3 devices (15W+1.5W PoE tax)

d) 2% of all 100/1000 Base-T Ports have devices required full POE+ power (30W+2W PoE tax)

8.5.21 Pricing must include all licenses and subscriptions that are required for the network switch to fully function as layer 2 and layer 3 switch and enable all features during the entire contract duration.

WIRELESS ACCESS POINTS MINIMUM REQUIREMENTS

<u>General Requirements for Access Points</u>

8.5.22 The equipment manufacturer must be recognized by Gartner in the top right-hand corner as a Leader in the Wired and Wireless LAN Access Infrastructure category for either 2018, 2019 or 2020 year reports, which must be available to validate at time of release of RFP.

8.5.23 Access Point (AP) must support 802.11ax Wi-Fi Standard

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8.5.24 AP must have completed or in the process of completing (by release of RFP date) Wi-Fi Certified 6 certification program from Wi-Fi Alliance

8.5.25 AP must have the ability to operate simultaneously at 2.4 and 5GH Wireless Bands

8.5.26 AP must have a minimum of two Wi-Fi Radios

8.5.27 High Density AP must have a MultiGigabit Base-T Ethernet Port

8.5.28 AP must be capable of operating on POE+/802.3at power with all Wi-Fi features enabled without affecting client performance.

8.5.29 New wireless APs must be able to be deployed based on the DHCP IP assignment method and must not need fixed IP addresses for proper central management and full feature functionality.

8.5.30 Indoor APs must include a ceiling mounting kit in the price.

Minimum Requirements for Indoor and Outdoor Access Points for High-Density Areas

8.5.31 The AP must possess a minimum 4x4 MU-MIMO support type at 5GHz range

8.5.32 The AP must possess 256 minimum Client Capacity per radio

Minimum Requirements for Indoor and Outdoor Access Points for not High-Density Areas

8.5.33 The AP must possess minimum 2x2 MU-MIMO support type at 5GHz range

8.5.34 The AP must possess 256 minimum Client Capacity per radio

Minimum Requirements for Indoor Wi-Fi User Experience Sensor if Sensor is Proposed as Separate Device (E-rate Ineligible)
(Note: SBBC allows sensors to be integrated into AP as long as use of sensor does not affect AP primary functionality. Legacy APs without a dedicated radio may perform some performance monitoring tasks if they have no clients associated to the radio.)

8.5.35 Sensor Radio must support 802.11ac Wi-Fi Standard

8.5.36 Must possess Dual Band Support (2.4GHz and 5GHz)

8.5.37 Must possess 1000 Base-T Ethernet

8.5.38 Must possess ability to work on 802.3at PoE+ power

8.5.39 Must support 802.1x Enterprise Authentication methods

8.5.40 Mounting kit to mount sensor on the wall and on ceiling must be included in proposed price.
Note: Conditions could vary based on location requiring wall or ceiling installation

8.5.41 All support, maintenance, management and monitoring licenses and subscriptions which are required for Wi-Fi Sensor to be fully managed and monitored by the proposed Network Security Automation & Orchestration Solution, as well as required for Wi-Fi Sensor to fully function as part of the proposed solution for 5 years from installation must be included in the proposed price.

UNINTERRUPTIBLE POWER SUPPLY SYSTEMS MINIMUM REQUIREMENTS

Technical Requirement for Single-Phase Uninterruptible Power Supply systems (1500VA to 2200VA) 120 Volt Units
Note: SBBC is not requesting models under 1500VA and/or above 2200VA to meet requirements below. As long as models 1500VA to 2200VA meet listed requirements SBBC will accept all other UPS products from the same vendor and same product line.

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8.5.42 Awardee must serve all Broward County Schools and administrative locations. . Installation services must include mounting and device provisioning. Device provisioning is to include deploying school board-provided device configuration, application of software / firmware updates, and the addition of the device to management system. Installers must possess basic network knowledge of TCP/IP v4 to locate the next available IP address within the IP subnet range provided by SBBC.

8.5.43 The UPS system manufacturer must be certified to ISO 9001:2000

8.5.44 UPS devices must be compliant with the following standards - the Restriction of Hazardous Substances Directive (RoHS), UL 1778, c-UL-us Listed, FCC Part 15, Class B, Procedure 1A Certification.

8.5.45 UPS device must be line-interactive or double conversion system type.

8.5.46 UPS device must have operating temperature ranging from 0C (32F) to 40C (104F).

8.5.47 UPS device Output AC power must possess pure sinewave form in Normal and In Battery modes of operation.

8.5.48 Line Interactive UPS device must possess Automatic Voltage Regulation (AVR)/Boost mode. In this mode, the UPS input is plugged in, but the voltage source is abnormally low (brown-out). The UPS automatically corrects the low voltage and allows the outlets to be on with the normal, expected voltage. The internal batteries are charging in this mode.

8.5.49 UPS device must have Input Power Cord at least 6ft in length with NEMA 5-15, 5-20 or 5-30 connector.

8.5.50 UPS device must have at least six Output Receptacles NEMA5-15R or NEMA5-20R. At least three out of six Output Receptacles must be controllable. In group control is acceptable.

8.5.51 UPS device must have typical transfer time under 10ms and maximum transfer time under 13ms.

8.5.52 UPS device must have ability to tune maximum transfer time to be under 11ms.

8.5.53 Noise generated by the UPS during normal operation must not exceed the following values when measured at 1 meter from the surface of the UPS. In normal mode unit measures 42dB max, and in battery-mode 56dB max.

8.5.54 UPS device must be Energy Star Certified.

8.5.55 UPS device must possess recharge time of not more than 8 hours to recover 90% (measured without external battery cabinet attached).

8.5.56 UPS device Output Voltage Regulation must be ±5% from the selected configuration settings value while UPS is operating on battery.

8.5.57 UPS device Frequency Regulation must be ±3Hz of normal while UPS is operating on battery.

8.5.58 UPS device must be able to withstand an electrostatic discharge compliant to ANSI C62.41 Category A, Level 3 without damage and without affecting the connected load.

8.5.59 UPS device must have surge energy rating at least of 400 joules.

8.5.60 Awardee must warrant the UPS against defects in materials and workmanship for a minimum of five (5) years. The warranty shall cover all parts, batteries, and the cost of shipping for a defective UPS during the entire warranty period. Awardee must provide replacement UPS or battery free of charge to SBBC and also must provide shipping label for faulty equipment if it needs to be returned. All warranty services must be free of charge for SBBC. All warranty and warranty-related services must be included in the proposed equipment price.

8.5.61 The UPS device must be capable of supplying power for overloads exceeding 100% and up to 105% of full load rating, continuously. A visual indicator and audible alarm must indicate overload operation. For greater current demands, the UPS must employ a circuit protector and electronic current-limiting protection to prevent damage to components. The UPS device must be self-protected against any magnitude of connected output overload.

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8.5.62 To prevent battery damage due to excessive discharge levels, the UPS control logic must automatically monitor the battery voltage and load level and switches off the output at the predetermined battery shutdown voltage set point.

8.5.63 The UPS device must include an intuitive LCD display capable of communicating the UPS status and operating conditions. Typical UPS performance metrics must be visible on the screen and include, but not limited to, Load, Battery Capacity, Event Notification and Local Alarm. The local Human Machine Interface (HMI) must be capable of basic configuration settings by the user.

8.5.64 The UPS device must have the ability to easily silence "ON Battery" Alarm via HMI.

8.5.65 The UPS device must have the ability to accept external battery cabinets for long runtime applications

8.5.66 The UPS device must have at least 0.8 output power factor value.

8.5.67 The UPS device must support SNMPv3, SSH and SSL communications protocols.

8.5.68 The UPS device must have the ability to utilize RADIUS method of login authentication

8.5.69 The UPS device must have the ability to provide, via SNMP, query information about UPS serial number, current device status, load conditions, estimated run time on battery, current battery condition and power line quality.

8.5.70 The UPS device must have the ability to set (write) SNMP objects to initiate unit self-test and set input sensitivity levels.

8.5.71 The UPS device must have the ability to send SNMP traps for different events.

8.5.72 The UPS device must have the ability to perform automatic self-tests based on a user defined schedule.

8.5.73 The UPS device must have the ability to initiate a self-test via remote command or via HMI.

8.5.74 The UPS device must have operational mode in which the device will automatically enable output power after Input power will be restored.

8.5.75 The UPS device must have the ability to do network card firmware upgrade without dropping UPS load during upgrade process.

8.5.76 The UPS device must have the ability to reboot network card without dropping load on UPS.

8.5.77 The UPS device must have the ability to sync time with NTP for network management card. All log timestamps must be in sync with time server.

8.5.78 The UPS device must have an automatic bypass feature to bypass the battery if the UPS detects a critical issue with the battery.

8.5.79 The UPS device must have the ability to mount in the rack or be installed as a tower without purchasing additional mounting hardware.

8.5.79.1 If mounting of UPS within rack cabinets needs a special bracket due to size and distance between rails, any additional UPS mounting hardware must be free of charge to SBBC.

8.5.80 UPS device must utilize relatively easy battery replacement procedure which can be done by SBBC Physical Plant Operations (PPO) personnel without going through additional vendor certification.

NETWORK SECURITY AUTOMATION, ORCHESTRATION (SEC ORCH – E-RATE INELIGIBLE) MINIMUM REQUIREMENTS

General and K12 Specific Design Criteria SEC ORCH design must consider the following K-12 environment specifics which exist in SBBC. SEC ORCH must be sized to support such peaks without noticeable delays on the user side.

A. At the conclusion of the school day, up to 85 percent of all devices are disconnected from the network and simultaneously reconnected to the network the next day, creating a noticeable peak activity time at the beginning of the day for protocols responsible for device attachment to the network.

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B. The solution must support an environment where thousands of devices simultaneously wake up from sleep mode and cause noticeable peak activity for protocols responsible for device attachment to the network.

C. The five (5) year projection is 660,000 devices. Due to known peaks 80% from the total amount of devices must be used as the maximum supported concurrent session's number in a proposed SEC ORCH. Within the next 3-5 years, 528,000 devices must be used as the maximum supported concurrent session number in a SEC ORCH solution.

D. SBBC's three (3) year projection for unmanaged District-owned devices, which may not support 802.1x and require advanced mechanism of device identification is 115,000 devices. The five (5) year projection is 140,000.

E. SEC ORCH may be either hardware appliances or virtual deployment running on VMware ESXi 6.5+. Proposers offering virtual deployment must not include compute resources cost in the price, but must include compute resources requirement information needed to run the solution. **Note:** SEC ORCH can be cloud-based.

NETWORK SECURITY AUTOMATION, ORCHESTRATION (SEC ORCH) General Requirements

8.5.81 SEC ORCH equipment manufacturer must be the same manufacturer as the equipment proposed for Wired or Wireless Networking Equipment.

8.5.82 The SEC ORCH equipment manufacturer must be recognized by Gartner as a Leader in the Wired and Wireless LAN Access Infrastructure category for either 2018, 2019 or 2020 year reports which must be available to validate at time of release of RFP, and provide documentation of this designation to SBBC.

8.5.83 SEC ORCH must be designed not to experience over 30 seconds service interruption if a single server or component fails or stops functioning. Service or role recovery must occur automatically during component failure.

8.5.84 SEC ORCH must be designed not to lose more than 20% in required sizing variables if a single server or component fails or stops functioning. For example - if the maximum concurrent sessions number supported by the proposed SEC ORCH is 530,000, then during a single component failure, the solution must still support 424,000 concurrent sessions.

8.5.85 All new network switches and wireless access points must be able to be fully pre-configured before deployment in SEC ORCH. During physical deployment, the device which is configured for the DHCP IP address must pull individual specific configuration from SEC ORCH over the network and become fully functional without the installation team performing additional configuration steps.

8.5.86 All new network switches and all new wireless access points must support a self-provisioning deployment (a minimum configuration is placed on the switch, which allows the switch to contact SEC ORCH for the remaining configuration). Devices are to be pre-configured in SEC ORCH before deployment and automatically pull configuration from the central management solution during the first connection to the SBBC network.

8.5.87 SEC ORCH must support PEAP EAP-MSCHAPv2, EAP-TLS, PAP EAP-GTC, EAP-TTLS and EAP-GTC methods.

8.5.88 SEC ORCH must support the mechanism to dynamically update an active client session with a new user policy that is sent in RADIUS packets (such as Change-of-Authorization attribute).

8.5.89 In order to dynamically place some District-owned devices, which are not supporting 802.1x on needed network segment, SEC ORCH must have a traffic pattern learning mechanism that is based on the flow collection method, and the ability to make decisions based on identified traffic patterns.
For example, some Interactive Monitors used in education have an Android-based OS, but must be separated from regular Android-based smartphones, based on traffic from them to specific centralized cloud-based management system. The proposed SEC ORCH must be able to accomplish such a task, and place devices correctly on the proper network segments. SEC ORCH can utilize either an existing SBBC flow solution or have a flow collector as part of SEC ORCH. SBBC's three (3) year projection for total flows per second is 100,000. The five-year projection is 150,000 flows per second. This is critical for SBBC, as part of the compliance with this requirement, SBBC requires the Awardee to provide technical materials which show the technical details on how the recommended solution, SEC ORCH, will perform this task. Not providing said information may lead the technical committee to not have a clear understanding, which will result in a zero score.

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8.5.90 Wireless guest solution must support true SMS messaging, which works without asking carrier information from guests.

8.5.91 SEC ORCH must be able to send a copy of Radius Accounting Information, which is received from existing and new switches and Access Points to an SBBC-owned security solution (FortiAuthenticator).

SEC ORCH Sizing Design Requirements: The Network Security Automation & Orchestration Solution sizing must be done based on the following metrics:

8.5.92 SEC ORCH must support up to 530,000 concurrent devices/sessions.

8.5.93 The solution design must have room for growth to later support up to 660,000 concurrent devices/sessions, by adding additional appliances or virtual hardware.

8.5.94 SEC ORCH must support up to 140,000 devices which do not support 802.1x, and will require an advanced method of identification.

8.5.95 The SEC ORCH component, which performs identification based on flows tracking information, must support up to 150,000 flows per second.

8.5.96 The solution must be able to centrally manage all existing and new Access Points and switches, while scaling to support up to 120% from the currently proposed amount of access points and switches by adding additional appliance or virtual hardware.

8.5.97 The solution must support automatic provisioning deployment for new Access Points with bulk information input for up to 200 new Access Points at a time.

Requirements for RADIUS Component of SEC ORCH

8.5.98 RADIUS Component of the solution must support up to the following amount of authentications per second for the different methods listed below:

a) Up to 3000 PAP EAP-GTC Active Directory authentications per second.
b) Up to 3000 PEAP Active Directory authentications per second.
c) Up to 2500 PEAP EAP-MSCHAPv2 Active Directory authentications per second.
d) Up to 3000 AP-TTLS EAP-GTC Active Directory authentications per second.
e) Up to 2500 EAP-TLS Active Directory authentications per second.

SEC ORCH Ability to Manage and Control Access on SBBC's Existing Network Switches

The proposed SEC ORCH must be able to perform the following functions with existing SBBC-owned HP Aruba 5400R switches with v3 modules.

8.5.99 SEC ORCH must be able to manage existing HP Aruba 5400R switches with v3 modules, so the SBBC team is able to deploy the same network access policies across the entire switching environment.

8.5.100 For 802.1x clients, SEC ORCH must be able to control the switch to the point of placing clients on a specific pre-configured VLAN, and change placement based on additional information collected by SEC ORCH later.

8.5.101 Based on an 802.1x client request and additional information, an HP Aruba 5400R switch with v3 modules can provide SEC ORCH, which must order switch which a preconfigured local user role client must be assigned. SBBC requires that user roles are centrally managed and downloadable from SEC ORCH, eliminating the need to preconfigure user roles at the switch level.

8.5.102 The proposed SEC ORCH must be able to perform the same functions as existing SBBC-owned Aerohive/Extreme Access Points models.

8.5.103 Based on 802.1x client request and by utilizing Radius Vendor Specific Attributes, SEC ORCH must order the Access Point to configure a wireless client based on a locally-configured user group.

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SECTION 9 – Q&A

As stated in the opening letter for this RFP, SBBC is including some of the vendor questions and SBBC answers from the previous bid (FY21-180) below. SBBC answers below are binding and Section 9 supersedes all other sections within this RFP in the event of a conflict.

- **QUESTION #1:** The next generation of the 5400 series, is the CX 6400 line. Aruba Networks highly suggests customers consider the CX 6400 series instead of the 5400 series. Due to the more modern and robust feature set would the district like to see pricing on the new CX6400 series?

  ANSWER TO QUESTION #1: The District prefers chassis-based, therefore either of the two listed above are technically acceptable.

- **QUESTION #2:** Based on the longevity of the contract, (5 1/2 years, plus the option of 2 ½ years of extensions), will price increases for labor and/or materials be allowed per year?

  ANSWER TO QUESTION #2: No. Please see RFP Section 3.4 for price adjustments and 3.3 for the correct contract term.

- **QUESTION #3:** On the Request for Proposal sheet, you state to include a PDF version of the proposal on a flash drive. Do you want the pricing spreadsheets in Excel format and PDF, or just PDF?

  ANSWER TO QUESTION #3: Include both in Excel (on flash drive) and a printed copy with your proposal.

- **QUESTION #4:** UPS section – Limited Lifetime that is for the UPS and NOT the battery, Correct? Battery is a consumable in UPS's

  ANSWER TO QUESTION #4: See RFP Section 8.5.60, which addresses the UPS battery.

- **QUESTION #5:** All maintenance for all Software and Hardware is 5 years. Correct?

  ANSWER TO QUESTION #5: Yes, the Wireless and/or Network Security Automation, Orchestration (Sec Orch) specify 5 years.

- **QUESTION #6:** What manufacture of UPS do you currently use?

  ANSWER TO QUESTION #6: APC or Liebert

- **QUESTION #7:** Approximately what percentage of UPS units are installed in 2 post vs 4 post racks.

  ANSWER TO QUESTION #7: The vast majority are 2 post with an extremely low amount of 4 post.

- **QUESTION #8:** What is BGP function in the network? Edge MPLS and internet only? Internal route propagation?

  ANSWER TO QUESTION #8: Border Gateway Protocol (BGP) is to propagate reachability information through the entire network – both external and internal.

- **QUESTION #9:** In some of the switch requirements in both the spreadsheet and the RFP, there are requirements for an *"Extra Management Module."* Since the second module is non-active (passive / stand-by) it is not e-ratable (i.e. cell B81 in **Type 1** tab) will SBBC be issuing a new XLS spreadsheet removing the extra module requirement from all of the configurations? We noticed the part is already included on the "Current Part List?"

  ANSWER TO QUESTION #9: SBBC will accept chassis-based switches or switch stacks without redundancy in management function "only if" switches proposed for closets with over 80 POE port requirements will have ability to add redundant management module. Price for additional management module is listed on "erate-Ineligible" tab in XLS spreadsheet.

- **QUESTION #10:** Regarding Section 8.3.2 TECHNOLOGY OBSOLESCENCE: Does SBBC expect the Awardee to physically replace any equipment that has been discontinued for sale but is still supported with hardware and software updates or does SBBC mean that the awardee must make available the replacement product as stated in section 8.3.5 for future purchases?

  ANSWER TO QUESTION #10: See revised RFP Section 8.3.2 and further explanation as follows: SBBC expects that network equipment manufacturer will release End of Life (EOL) Announcement at least 6 months prior to End of Sale (EOS) date and at least 5 ½ years from End of Life / End of Support

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(EOL/EOST) date. SBBC expects that after EOL Announcement date all new SBBC orders for network equipment will not contain equipment listed in EOL Announcement and instead only contain alternative equipment which is similar or better in technical specifications, meet minimum requirements listed in this RFP which are applicable to a specific equipment and closet, have over 6 months prior to EOS date and at least 5 ½ years from EOL/EOST date. SBBC understand that sometimes direct line-by-line comparison is not possible between old and new network switches, but expect that such alternative new network switches will be proposed at same or higher discount level as network switches which are subject for replacement, so it will not cost SBBC more per closet than prices listed in this RFP for the same network closet type. SBBC expects that alternative new wireless access point will be proposed at the same or higher discount level as wireless access point which are subject for replacement, so it will not cost SBBC more per access point. If EOL Announcement occurs after network equipment was quoted, but before it was installed at SBBC site, such network equipment must be replaced before installation date to network equipment which is similar or higher in technical specifications, meet minimum requirements listed in this RFP which are applicable to a specific equipment and closet, and have over 6 months prior to EOS date and at least 5 ½ years from EOL/EOST date. Within the entire contract period, Awardee shall not quote or supply EOL/EOST within the 5 ½ years or EOS within 6 months of installation date at SBBC. In the event of the supplied network equipment being declared as EOL/EOST within the 5 ½ year or EOS within 6 months of installed date at SBBC by the Awardee, during the entire contract period, the Awardee must immediately replace such network equipment with network equipment which is similar or higher in technical specifications, meet minimum requirements listed in this RFP which are applicable to a specific equipment and closet, and have over 6 months prior to EOS date and at least 5 ½ years from EOL/EOST date.

- **QUESTION #11:** For the tab "Current Part List" is it for informational purposes only?

  ANSWER TO QUESTION #11: Yes

- **QUESTION #12a:** Do we have to satisfy all components on the 'current part list' to be compliant? (For example: the 300' patch cable is not a common part and is typically a drop cable.)

  ANSWER TO QUESTION #12a: Current part list is for "Informational Purposes Only", and it is beneficial for the Proposer to let SBBC know that they are able to fulfill all the parts on this list.

- **QUESTION #12b:** Can we use the Item Description field to describe different part numbers/description relevant to the solutions we are providing?

  ANSWER TO QUESTION #12b: Yes. That is its purpose.

- **QUESTION #13:** If it's found that the solution quoted in the response will not work as designed, will you hold the responding vendor financially responsible for all costs to make the responded solution work?

  ANSWER TO QUESTION #13: Yes. SBBC expects that Proposers are technical experts in solutions being offered. ALL minimum requirements listed in this RFP must be met by proposed solution and Awardee will be held financially responsible to modify and expand solution with technical elements and/or products needed to meet minimum requirements of this RFP and such modification and expansion must come at a zero $0.00 cost to SBBC.

- **QUESTION #14:** Will the awardee be responsible for managing pre-existing Aruba equipment, or will all equipment be replaced as part of this award?

  ANSWER TO QUESTION #14: SBBC manages all Network Switches and Wireless APs with in-house staff. The Awardee will be responsible for replacing any parts or network / wireless equipment that is still under Manufacturer Warranty (and within five years of installation). SBBC intends to maintain the existing infrastructure and will replace equipment as needed through attrition, based on the needs of SBBC.

- **QUESTION #15:** Is the "unit price installed" cell on each tab supposed to include installation services only?

  ANSWER TO QUESTION #15: "Unit price installed" cell does not include just installation services. This cell represents combined total price in single quantity equivalent for a particular piece of equipment or equipment bundle which includes cost of equipment itself together with installation services, mounting hardware, licenses, support subscriptions and other maintenance services, as well as anything else which is needed for this equipment to be functioning in SBBC environment for the duration of 5 years since installation date at the level listed in minimum requirements listed in this RFP. For the period of 5 years from date of installation date, SBBC will not spend any additional money on top of that listed in this cell to maintain and support this equipment.

- **QUESTION #16:** Is "unit price installed" full deployment services by the awardee, or just the physical racking and stacking of the equipment?

  ANSWER TO QUESTION #16: SBBC expects equipment to be installed and working on the SBBC Network. Installation services must include physical deployment and all needed configuration services on equipment itself, central management platform and SBBC network monitoring systems. At the end of deployment, equipment must be fully functioning, managed, and monitored in according to SBBC network management standards for newly deployed network equipment.

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- **QUESTION #17:** Is the awardee responsible for adds, moves, and changes for the wireless, NMS, and switching for the duration of the contract?

  ANSWER TO QUESTION #17: Requirements are detailed within Section 8 – Scope of Work (closely review RFP Section 8.3). The remainder of the question is not specific enough to provide a response to.

- **QUESTION #18:** Is the awardee responsible for code upgrades for the duration of the contract?

  ANSWER TO QUESTION #18: No, but SBBC expects Awardee to work with manufacturer and SBBC to make recommendations based on security updates and critical firmware updates for SBBC In-house technology staff to perform tasks.

- **QUESTION #19:** Break / fix will be done by the OEM, but is it the awardee's responsibility to coordinate break/fix with OEM?

  ANSWER TO QUESTION #19: See RFP Section 8.3 - GROUP 1 & 2 REQUIREMENTS of the RFP

- **QUESTION #20a:** Is it SBBC's expectation that the awarded vendor will provide 1st line of support for the duration of the contract (5 ½ years), and coordinate all support tickets and repairs on NMS, wireless, and switching equipment for SBBC? If the answer is yes, this sounds like a managed service contract. If SBBC is not calling it managed services, what would SBBC say the difference is between what is expected of the vendor and a managed services contract?
  ANSWER TO QUESTION #20a: Awardee will not coordinate all support tickets on NMS, wireless, and switching equipment for SBBC or provide 1st line of support for equipment troubleshooting. Awardee is responsible for all procedures related to equipment repair and replacement after equipment which was in place less than 5 years since installation date was identified as failed by SBBC network team which will base troubleshooting process on equipment manufacturer best practices for troubleshooting. Please read 8.3-GROUP 1 & 2 REQUIREMENTS for additional information. SBBC network team will always do their best to minimize amount of false/positive situation when Awardee will be involved for equipment repair and replacement process.

- **QUESTION #20b:** To expand on that previous question, is the awarded vendor only used to install? And then once installed, SBBC will utilize the manufacturer for opening cases and repairs/replacements? For example, Cisco has what is called TAC support, which SBBC would have complete access to for repairs and replacements if Cisco was their OEM provider. For example, if there is an issue with a part, SBBC would be provided with online or phone support via TAC, to diagnose issues and determine a fix or replacement. We just want to make sure that as a responder/partner our services pricing that we add to the " unit cost installed" cell don't overlap with manufacturer standard support services, and effect the pricing. (the reason for these questions is the variance of install pricing from the lowest bidder and all other bidders in Round 1 of this RFP)
  ANSWER TO QUESTION #20b: Please read 8.3-GROUP 1 & 2 REQUIREMENTS and answer to above question. SBBC has an in-house centralized IT NOC staff who remotely monitors and supports the wireless and LAN network, but Awardee ill handle repair and replacement of faulty equipment.

- **QUESTION #21:** In Section 8.5.4 Repairs, you state that the "awardee" after being notified, must have repairs started within 4 hours? Can this be performed by the winning OEM, not the awardee?
  ANSWER TO QUESTION #21: SBBC cannot dictate to the Awardee how to organize their support model. SBBC will contact the Awardee for repairs as stated in the RFP.

- **QUESTION #22:** Can the local repair station and local service facility be the OEM's?

  ANSWER TO QUESTION #22: See answer to question above.

- **QUESTION #23:** If responder is an SBBC certified vendor and we are filling in #00470, do we just state on the sheet 100% self-performing? Is that the only thing we need to do to fulfill the requirements and receive the full points available?

  ANSWER TO QUESTION #23: SBBC Certified MWBE Vendor/Proposers responding to this RFP must submit the Document 00470 and Document 00475 listing the Percentage and scope of work to be performed. Also, A Copy of the SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included. Please refer to page 11 of RFP document that states that "M/WBE Proposer who are self-performing must identify themselves by completing Form 00470 and 00475. SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included. The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and dollar. Forms 00470 and 00475 must be submitted with the bid/proposal".

- **QUESTION #24:** On the Sec-Orch tab, what term support and subscription is required for the "unit price without installation" (**cell G 10**), which correlates directly to a responders total price? Is it supposed to be a 1 year price? Or a 5 year price? SBBC asks "for informational purposes" the annual maintenance and subscription

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cost allocation for years 2, 3, 4 & 5 in the box right next to it, so it is confusing as to if cell **G10** should be filled in with a 1 year price or if it should be more. Exactly what term support and subscription should be filled in for **cell G10** on Sec-Orch tab so all responders are apples to apples?

ANSWER TO QUESTION #24: The term of support and subscription is the same with or without installation. SBBC wants to see the difference of price between installed and not installed. Both prices must include 5yr price with License, maintenance/support or subscription included. Cell "I9" is for SBBC to know the fractional price allocation for SBBC, on how much you are charging for years 2,3,4,5 for annual maintenance and support after 1 year for information purposes only.

- **QUESTION #25a:** SBBC specifies that all maintenance for SW and HW is for 5 years for Wireless and Sec Orch, but what about the switching? Does the 5 years also apply to the switching components?

  ANSWER TO QUESTION #25a: Yes

- **QUESTION #25b:** If so, does it also apply to services/support or licensing or both?

  ANSWER TO QUESTION #25b: Both

- **QUESTION #26:** On the Wireless tab **Cell J 14** Annual Maintenance and Subscription Price for Each Additional Year (Beyond initial term) What is the initial term length?

  ANSWER TO QUESTION #26: Prices must include 5-year License, maintenance/support or subscription. Cell "J14" is for SBBC to know the fractional price allocation for SBBC, on how much you are charging for years 2,3,4,5 for annual maintenance and support after 1 year for information purposes only.

- **QUESTION #27:** Will there be a negative scoring impact if non chassis-based is proposed?

  ANSWER TO QUESTION #27: Today, SBBC uses chassis-based and has had a good experience; and will score the solution based on many factors and not specifically on any specific one.

- **QUESTION #28:** The minimum discount tab (OTHER tab) added to the pricing workbook is very general and will be difficult to answer. Every product has different discount levels, and so does services. For example, a services discount average may by 10%, where a product discount is 65%. What would SBBC like to see in this cell, as we can only input one number? Or can a separate row be created for a services discount and then a separate row for HW discount, and a separate row for SW/Subscription discount?

  ANSWER TO QUESTION #28: The minimum discount in the example above is 10%. This item is for information purposes only and sets a base level.

- **QUESTION #29:** What is Flow Collection software on the Sec Orch tab?

  ANSWER TO QUESTION #29: As listed in RFP Sections 8.5.9 (a) and 8.5.89 The Network Security Automation, Orchestration solution must have the ability to make decisions based on identified traffic patterns. Flow Collection is a feature related to the solutions ability to collect and analyze traffic flow information. Today, SBBC has a Flow Collector solution in place, but SBBC welcomes responders to provide their own Flow Collector solution if needed as part of Network Security Automation, Orchestration solution or separately on Cell B12 on tab "Sec Orch" which can be used to separate the solution in case the Proposer wants to list it separately instead of including this feature in the bundle. Proposer must open bundle components in area below row 19. In any case this feature must be provided. As mentioned in the area title (row 7) all line items are presenting are a "Sample Design" only, so Proposers don't have to follow them in their design / recommendation and may utilize alternative items columns or specify zero price for this particular line item and specify in the "Notes" column that this line is not in use because feature provided as part of the bundle listed in other line. This component is very important for SBBC, and SBBC looks forward to responder to provide technical materials which describe technical details how suggested Network Security Automation, Orchestration solution will do this.

- **QUESTION #30:** Regarding Section 8.5.2 WARRANTIES…No separate extended warranty or special arrangement…: Some products do not come with the specified warranty by default though the manufacturer provides a commercially available warranty extension. Will this Manufacturer's extended warranty be accepted so long as it is part of their generally available warranty options and not a special offer?

  ANSWER TO QUESTION #30: It must be a Standard Manufacturer Warranty that is not a separate line item or have a separate cost.

- **QUESTION #31:** Regarding Section 8.5.3 CERTIFICATION(S): As written this would require the Awardee to support warranty work including RMA and truck roll for all aspects of the SBBC network including those items not covered under this proposed agreement. Please refine the scope of work intended to be covered under this requirement.

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ANSWER TO QUESTION #31: Awardee is responsible for rolling the trucks 5 years from installation date, no matter in what year of the contract. Awardee is also responsible for currently installed network equipment which is under the 5 years of installation date. Awardee will not coordinate all support tickets on NMS, wireless, and switching equipment for SBBC or provide 1st line of support for equipment troubleshooting. Awardee will only be responsible for all procedures related to equipment repair and replacement after equipment which was in place less than 5 years since installation date was identified as failed by SBBC network team which will base troubleshooting process on equipment manufacturer best practices for troubleshooting. Please read 8.3 - GROUP 1 & 2 REQUIREMENTS for additional information. SBBC network team will always do their best to minimize amount of false/positive situation when Awardee will be involved for equipment repair and replacement process.

- **QUESTION #32a:** Regarding Section 8.5.60 UPS WARRANTY: This section requires that the awardee include battery replacements as a warranty item. While some UPS manufacturers classify their batteries in this way, others do not. Does this statement preclude proposing current SBBC UPS vendors if they do not warrant batteries for 5 years?

  ANSWER TO QUESTION #32a: SBBC will accept UPS BATTERIES for UPS devices listed on spreadsheet tabs Type1 to Type 20 to come with a standard manufacturer limited warranty of 3 years at ZERO cost. Additional 2 year can be added in the separate line items in the area below row 19 on "Sec Orch - Erate Ineligible" tab in the spreadsheet.

- **QUESTION #32b:** Regarding Section 8.5.60 UPS WARRANTY: Are replacement batteries considered an eligible Erate item?

  ANSWER TO QUESTION #32b: Replacement batteries service (outside of standard manufacturer warranty) is considered as Erate ineligible.

- **QUESTION #33:** Regarding PDU's: Are PDUs to be mounted horizontal or vertical?

  ANSWER TO QUESTION #33: Horizontally

- **QUESTION #34:** Regarding PDU's: Which type of PDU is preferred? Basic, Metered or Switched PDU?

  ANSWER TO QUESTION #34: SBBC requires rack mountable Metered or Switched PDUs. Power strips cannot be considered as substitute to PDU.

- **QUESTION #35:** Installation may require a complete shutdown of the UPS and connected load. Is an after-hours installation preferred or can a shutdown occur during normal business hours 7:30-3:30 Monday through Friday?

  ANSWER TO QUESTION #35: After hours or with permission from the school or Site Administration at an agreed time.

- **QUESTION #36:** Is there any existing, depleted equipment the installing technicians should remove and dispose of as part of the UPS installation service? If so, please provide details (model number, serial number, equipment type, weight, battery info.)

  ANSWER TO QUESTION #36: Awardee must remove old equipment as new becomes available to replace. Awardee will work with site regarding storage location of old equipment and comply with SBBC standard installation/removing procedures, including completion of SBBC paperwork. No disposal services are required, as there is a separate disposal service that SBBC has a contract with.

- **QUESTION #37:** Please provide details regarding school board-provided device configuration listed in 8.5.42. Is there equipment, other than the UPS units, the installing technicians will be responsible for migrating?

  ANSWER TO QUESTION #37: 8.5.42 pertains to basic configuration of the UPS provided by SBBC network team. If new UPS deployment is performed as a replacement task, Awardee will ensure all equipment connected to the old UPS must be migrated to new UPS during installation process. Also, part of UPS installation is to connect UPS to SBBC network and add new UPS in SBBC central management platform (if such exists for the UPS model) and network monitoring systems.

- **QUESTION #38:** Regarding Monitoring & Dispatch: Would The School Board of Broward County like to have included, as part of the bid, a service beyond the scope of a standard factory or extended warranty which would provide faster response to UPS / battery alerts, streamline communication so that it is direct with the UPS manufacturer, cover parts and labor for five years total, offer analytics to lead to predictive maintenance rather than reactive alert response? If yes, where do we submit?

  ANSWER TO QUESTION #38: Proposer may submit any additional service or items as a separate line item in the area below row 19 on "Sec Orch - Erate Ineligible" tab, in the spreadsheet.

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- **QUESTION #39:** Are proposers allowed to submit 2 different proposals?

  ANSWER TO QUESTION #39: Proposers may submit as many different proposals as they want. Just submit the proposals separately and clearly identified to avoid confusion.

- **QUESTION #40:** Would the district be open to network topology modifications within each closet type to maximize value, resiliency, and performance?

  ANSWER TO QUESTION #40: SBBC will accept equivalent bids and Proposers should use the "alternative equipment" spaces in the tab to propose. All solutions must meet same minimum requirements listed in this RFP.

- **QUESTION #41:** Regarding 4.2.4 FOR ALL GROUPS: Does this apply to only for those responding with equivalent?

  ANSWER TO QUESTION #41: All Proposers must provide a minimum of three (3) customer references.

- **QUESTION #42a:** Regarding 7.23 – "actively marketed product" – please expand. Can respondent propose product that currently is not announced?

  ANSWER TO QUESTION #42a: No

- **QUESTION #42b:** Or not available?

  ANSWER TO QUESTION #42b: No

- **QUESTION #42c:** Must the product be commercially available at the time of bid submittal?

  ANSWER TO QUESTION #42c: Yes

- **QUESTION #43:** Will the District accept Electronic Signatures for forms and notarization -?

  ANSWER TO QUESTION #43: Yes

- **QUESTION #44:** Regarding 8.3.5 – how does this differ from 8.3.2?

  ANSWER TO QUESTION #44: 8.3.5 DISCONTINUATION AND SUBSTITUTION FOR RFP ITEMS, 8.3.2 TECHNOLOGY OBSOLESCENCE is a more robust explanation of 8.3.5. See answer to question #10 above for additional information.

- **QUESTION #45:** Regarding 8.5.35 – Is the intent of the user experience sensor to provide analytics of users currently connected to WLAN such as how long DNS resolutions took, how long DHCP took, etc? Or is the intent to provide an out of band sensor that has the capability to connect to the WLAN network and provide real time feedback of what a client would be experiencing by authenticating to the network and accessing network services?

  ANSWER TO QUESTION #45: SBBC wants to provide analytics of users currently connected to WLAN

- **QUESTION #46:** Regarding 8.5.67 The UPS device must support SNMPv3, SSH and SSL communications protocols. Since this contract does not go into effect January 2021, will the District accept the feature being available Jan/2021 and only in testing phase now?

  ANSWER TO QUESTION #46: Requirements must be available now, when the RFP was released.

- **QUESTION #47:** Regarding 8.5.68 The UPS device must have the ability to utilize RADIUS method of login authentication. Since this contract does not go into effect January 2021, will the District accept the feature being available Jan/2021 and only in testing phase now?

  ANSWER TO QUESTION #47: Requirements must be available now, when the RFP was released.

- **QUESTION #48:** It has been a policy of Broward School District Procurement that if the RFP stated, "must have" or "must do" (etc.) and it was not provided, it would be grounds for disqualification. Is this still the case? Or has the District relaxed that definition?

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ANSWER TO QUESTION #48: Please see section 4.2, which specifies the grounds which cause Procurement to disqualify a proposal. No, the District has not relaxed on any. For Example, item 4.2.10 states: At the time of bid opening, Proposer must have a valid and current Florida State Specialty Contractor (low-voltage) license.. So, Proposers who do not have this license will be disqualified (for Group 1).

- **QUESTION #49:** Is there a matrix for scoring for "Experience and Qualification" and for "Scope of Work"? or is this purely subjective award of points by the evaluator?

  ANSWER TO QUESTION #49: A rubric may be supplied to the evaluators, but the only scoring requirement that evaluators must adhere to is the maximum point possible, as defined within the RFP.

- **QUESTION #50:** Are the evaluators responsible for ensuring the bids meet the technical requirements?

  ANSWER TO QUESTION #50: Yes, as stated in RFP Section 5.2, step 3.

- **QUESTION #51:** UPS section – Limited Lifetime that is for the UPS and NOT the battery-Correct? Battery is a consumable in UPS

  ANSWER TO QUESTION #51: See RFP Section 8.5.60 which addresses the UPS battery.

- **QUESTION #52:** Will SBC accept extended warranty to support the 5 yr Limited HW Warranty on UPS Batteries?

  ANSWER TO QUESTION #52: Yes, Proposer must validate the standard manufacturer warranty is 3 years and utilize the E-rate Ineligible section of the Excel spreadsheet.

- **QUESTION #53:** What manufacturer of UPS units were the specs based off of?

  ANSWER TO QUESTION #53: They are general UPS requirements from SBBC, not specific to any manufacturer.

- **QUESTION #54:** The UPS specs do not look like Liebert, please confirm.

  ANSWER TO QUESTION #54: Provider UPS specification requirements are based not on a specific manufacturer specification, but on common parameters for all UPS industry leaders. Values for technical parameters selected based on consideration that network equipment expands and is sensitive electronic equipment which requires appropriate power protection levels. Many UPS industry leaders have products which will meet the specification requirements.

- **QUESTION #55:** Does SBBC plan to procure Network Security Automation, Orchestration solution (Sec Orch Tab) in single purchase in a way it is listed in cell B10 based on Bill of Material listed below row 19? Or does SBBC planning to procure some separate components of Network Security Automation, Orchestration solution before other components?

  ANSWER TO QUESTION #55: SBBC is planning to procure Network Security Automation, Orchestration solution in different phase depending on the financial position of SBBC and if the components in the sections can be deployed to function in a phased approach, independently from each other. The first phase will include components of Network Security Automation, Orchestration solution which are required for deployment of the (with and without auto provisioning), management and maintenance for wired and wireless network equipment. Second phase will include remaining components of Network Security Automation, Orchestration solution which are required to build a solution based on minimum requirements listed in this RFP.

- **QUESTION #56:** In the XLS spreadsheet Sec-Orch tab on cell "B11" listed "One (1) Full Time Staff Augmentation Resource". Can you clarify in which tab we should list price for this item because installation terminology does not apply on this item?

  ANSWER TO QUESTION #56: Since installation does not apply on this item please list same price in both columns G and H.

- **QUESTION #57:** Please provide clarity on how important it is to add detailed Bill of Material in sections of XLS tabs dedicated for detailed information on bundle components. For ex. on the spreadsheet tab Sec-Orch area below row 19.

  ANSWER TO QUESTION 57: Since many of the items listed in the price section are bundles, it is important for responders to list bundle components in these sections. This will give SBBC evaluation team a good understanding to properly evaluate the suggested solution. The Committee will review and discuss all technical components of provided solution and score solutions based on understanding how suggested solution meets SBBC technical needs, in-house expertise and ability to effectively support the SBBC network environment. The Committee will prioritize responses which

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provide detailed technical language in a clear manner, explaining all technical aspects of the suggested solution. The Proposer missing any technical information on the solution components, will lead the Committee to not be able to clearly understand the technical solution.

- **QUESTION #58:** On the tab "Sec Orch – Erate Ineligible" below row 19; according to the section title, is intended for the bundle components list. Also, this section lists other items such as: Wireless User Experience device – can you provide a clarity on this area and which items need to be listed in this area?

  ANSWER TO QUESTION #58: Since many of the items listed in the price section are bundles, it is important for Proposers to list bundle components in this section. This information will give the SBBC evaluation Committee information to help understand and evaluate suggested solution. Information in this section is also for "informational purposes only". Spreadsheet Tab "Sec Orch – Erate Ineligible" is intended for information on Network Security Automation, Orchestration Solution and also for information on all other Erate Ineligible items such as redundant power supplies, redundant management modules, etc … SBBC didn't create separate area on this tab for other erate ineligible items.

- **QUESTION #59:** On spreadsheet tabs Type 1 to Type 20, UPS devices listed with specific parameters for load, such as "1080-Watt 80% load". Are such parameters mandatory or provided as part of Sample Design?

  ANSWER TO QUESTION #59: The item descriptions and parameters are part of a "Sample Design – only", and parameters are listed in the minimum section requirements as mandatory to meet. Column notes can be used to provide comments on differences in values, as well as specific models with different descriptions. If UPS model is completely different such as model 2500 VA vs 2200 VA, please use Alternative Equipment fields to specify model and UPS information.

  For example –UPS devices of same model categories may have minor differences in maximum load value, so if equipment that this UPS is intended to support is less than 80% from that value of UPS, it will be an acceptable solution in this example.

- **QUESTION #60:** Will the district supplement the evaluation team's review the technical specifications?

  ANSWER TO QUESTION #60: The District is considering adding a technical consultant to provide a review/analysis of the technical responses, as is done with some other RFPs which have highly technical specifications. The consultant would provide an unbiased, factual review of technical response.

EXHIBIT 1

SECTION 10 – FORMS AND ATTACHMENTS

Please fill out attachments below and submit with your proposal. Some attachments must be notarized.

EXHIBIT 1

ATTACHMENT A – S/M/WBE FORMS

The following forms are due at the time of Bid submittal.
(forms referenced below can be obtained on our website at: https://www.browardschools.com/Page/32118)

1. FORM 00470 - Statement of Intent (To Perform as an S/M/WBE Subcontractor) (Form preview follows)

Document Number 00470
Attachment _____

Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

SOLICITATION #:

CONTRACT #:

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity

2. FORM 00475 - Small/Minority/Women-Owned Business Enterprise Subcontractor Participation Schedule (Form preview follows)

Document Number 00475
Attachment _____

Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

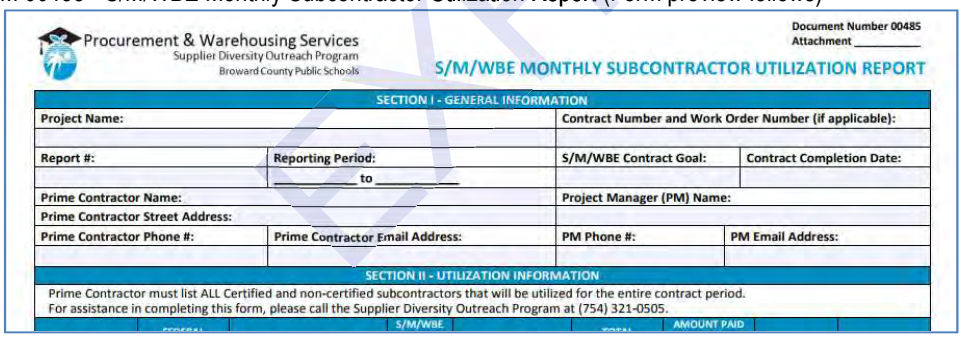
SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

DATE

SOLICITATION INFORMATION			
Contract #:		Project Start Date:	
Project Name:			
Project Location:			
Bidder/Proposer:			

The following form is due (if applicable) <u>after</u> Bid has been awarded:

1. FORM 00485 - S/M/WBE Monthly Subcontractor Utilization Report (Form preview follows)



Document Number 00485
Attachment _____

Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT

SECTION I - GENERAL INFORMATION			
Project Name:		Contract Number and Work Order Number (if applicable):	
Report #:	Reporting Period: _____ to _____	S/M/WBE Contract Goal:	Contract Completion Date:
Prime Contractor Name:		Project Manager (PM) Name:	
Prime Contractor Street Address:			
Prime Contractor Phone #:	Prime Contractor Email Address:	PM Phone #:	PM Email Address:

SECTION II - UTILIZATION INFORMATION

Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period.
For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.

		S/M/WBE		AMOUNT PAID	

- SBBC Supplier Diversity Outreach Policy 3330 can be seen at website URL: https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/Policy_3330_Final_Adoption.pdf
- SDOP website with list of Certified S/M/WBE Vendors: browardschools.com/sdop

EXHIBIT A

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL PROPOSERS

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

Company Name

Name of Official

Business Address

City, State, Zip Code

EXHIBIT 1

ATTACHMENT C – FLORIDA BIDDER'S PREFERENCE

MUST BE COMPLETED BY ALL BIDDERS

LEGAL OPINION OF BIDDER'S PREFERENCE

Proposer (Firm) Name: _____

Identify the state in which the Bidder has its principal place of business: _____

Authorized Signature: _____

INSTRUCTIONS: If your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with bid, shall be considered to be non-responsive and bid rejected.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

_____

_____

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address out-of-state Bidder's attorney: _____

Telephone number out-of-state Bidder's attorney: _____

E-Mail address out-of-state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

EXHIBIT 1

ATTACHMENT D – DEBARMENT

MUST BE COMPLETED BY ALL PROPOSERS

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: **http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT 1

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Signature(s) Date

INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT D

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, must the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT 1

ATTACHMENT E – GROUP 1 CUSTOMER REFERENCES

MUST BE COMPLETED BY ALL GROUP 1 STRUCTURED CABLING PROPOSERS

Proposer (Firm) Name: _____

Provide references below as required in Section 4.2.3

CUSTOMER REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 5			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

EXHIBIT 1

ATTACHMENT E – GROUP 2 CUSTOMER REFERENCES

MUST BE COMPLETED BY ALL GROUP 2 ENTERPRISE NETWORK PROPOSERS

Proposer (Firm) Name: _____

Provide references below as required in Section 4.2.3

CUSTOMER REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 5			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

EXHIBIT 1

ATTACHMENT F – SUPPLIER REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Proposer (Firm) Name: _____

Provide references below as required in Section 4.2.4

SUPPLIER REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 5			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

EXHIBIT 1

ATTACHMENT G – EXCEL SPREADHSEETS

SPREADSHEET: Proposer **must** fill out the Excel attachments electronically. No handwritten summary sheets will be accepted. Complete the Excel files and submit in .xls type format with your proposal response on the flash drive.

This RFP contains two (2) groups. Each group has an accompanying Excel Spreadsheet available for download via DemandStar or the E-rate Productivity Center (EPC). Each spreadsheet contains multiple tabs. Carefully review each tab to ensure all required content is populated.

Proposers must submit pricing for all items requested. Failure to include a price offer for each and every item included on the pricing sheet will be construed by SBBC to indicate that the Proposer is unable to provide that item (with the exception as those identified as "for information purposes only"). Additionally, the omission of a price offer for any item listed on the pricing sheet will eliminate the possibility of scoring this Section equitably among multiple Proposers. For these two reasons, any proposal that does not contain a price offer for each line item listed, will result in a rejection of the entire proposal by SBBC as being incomplete and non-responsive. Cells marked "For Information Purposes Only" are not used for scoring purposes.

The quantities listed on the Excel pricing sheets are estimated quantities to be ordered throughout the contract period and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the estimates and shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period and as few as one item each may be ordered at one time.

NOTE: Carefully review each tab to ensure all applicable spaces are completed. **The following is** a list of all tabs along with screenshots.

Pricing shall include both installed and non-installed options as indicated on the Excel pricing file.

Group 1 Excel Spreadsheet contains 5 tabs:

GROUP 1 Excel Document Tab 1: Company Representative (screenshot of tab follows)

GROUP 1 Excel Document Tab 2: SOW Response (screenshot of tab follows)

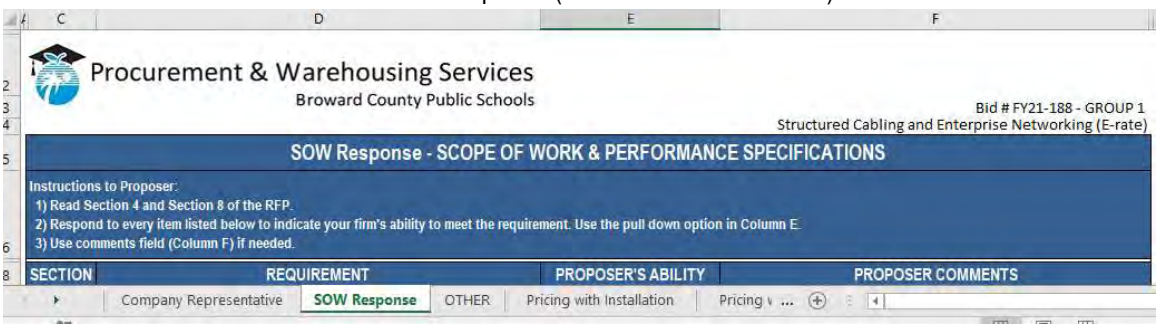
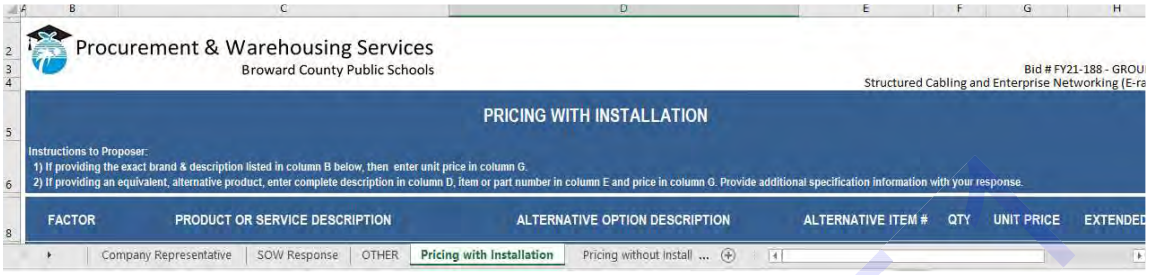


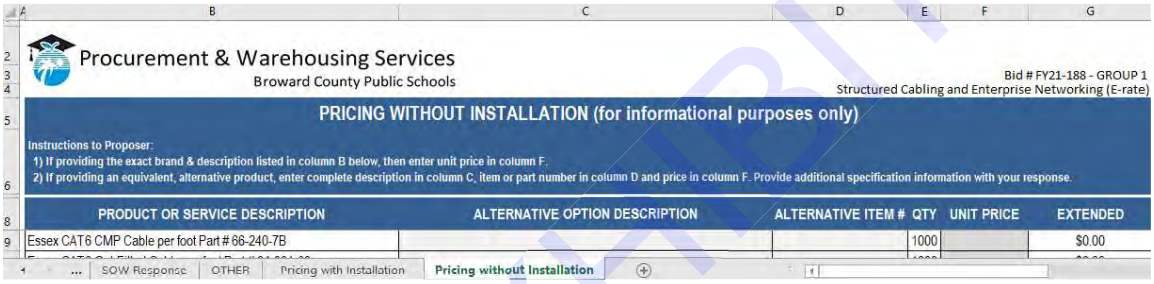
EXHIBIT 1

GROUP 1 Excel Document Tab 3: OTHER (screenshot of tab follows)

GROUP 1 Excel Document Tab 4: Pricing with Installation (screenshot of tab follows)



GROUP 1 Excel Document Tab 5: Pricing without Installation (screenshot of tab follows)



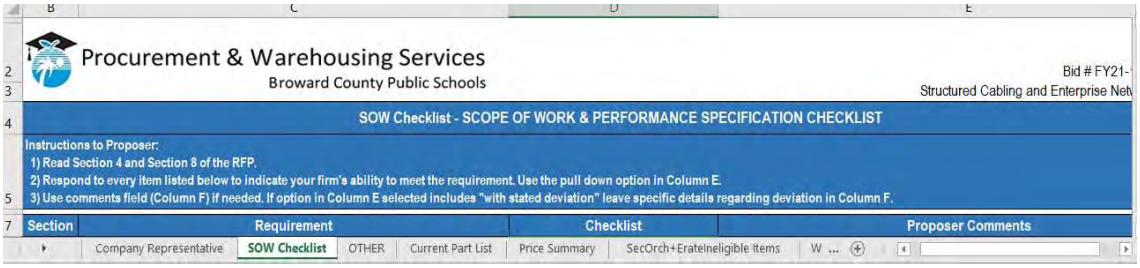
Group 2 Excel Spreadsheet contains 27 tabs:

GROUP 2 Excel Document Tab 1: Company Representative (screenshot of tab follows)

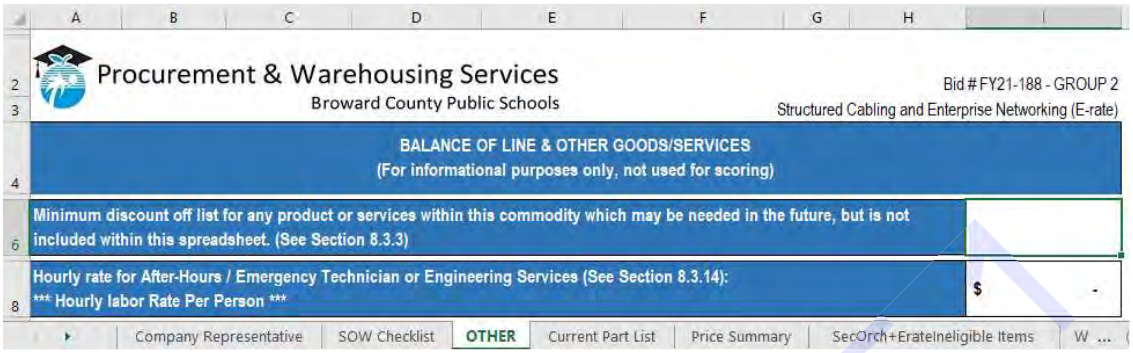
[THIS SPACE INTENTIONALLY BLANK SCREENSHOTS CONTINUE ON NEXT PAGE]

EXHIBIT

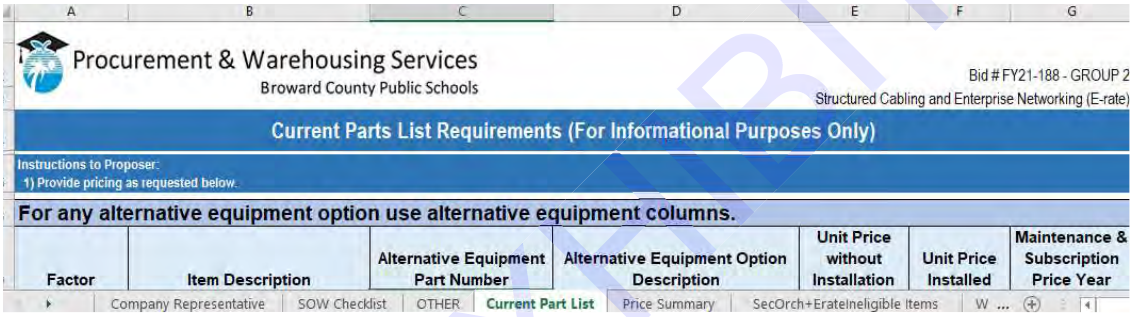
GROUP 2 Excel Document Tab 2: SOW Checklist (screenshot of tab follows)



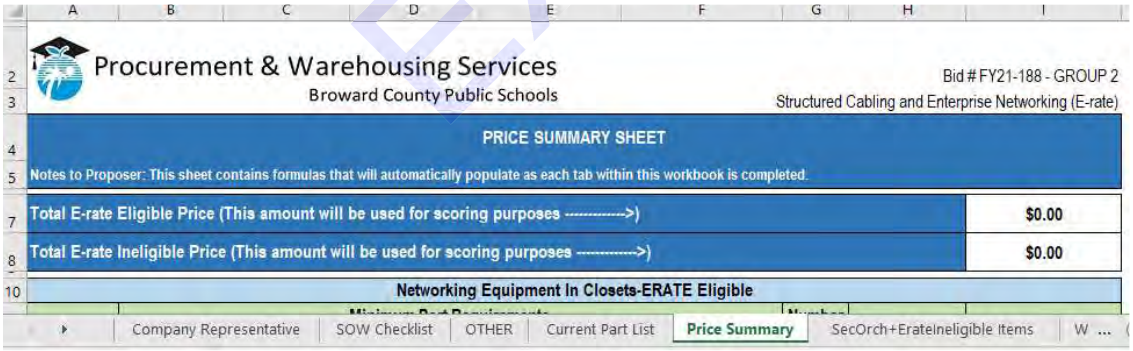
GROUP 2 Excel Document Tab 3: OTHER (screenshot of tab follows)



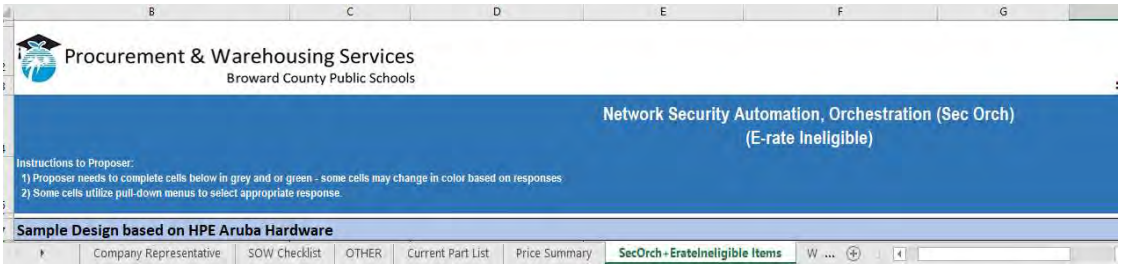
GROUP 2 Excel Document Tab 4: Current Part List (screenshot of tab follows)



GROUP 2 Excel Document Tab 5: Price Summary (screenshot of tab follows)

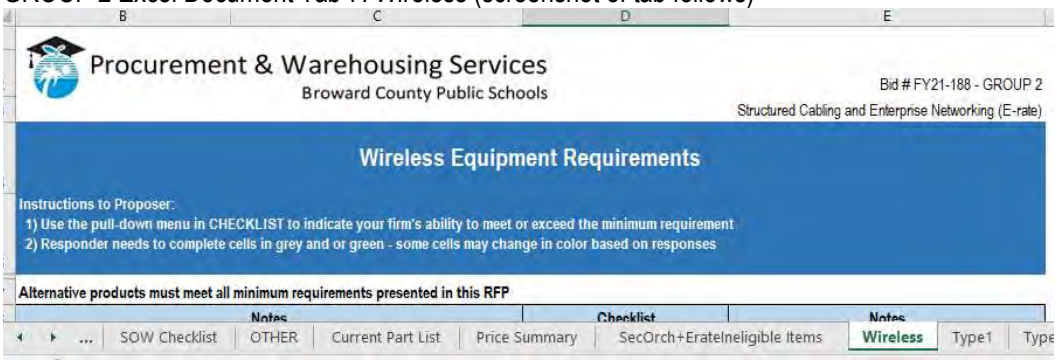


GROUP 2 Excel Document Tab 6: Network Security Automation, Orchestration (screenshot of tab follows)

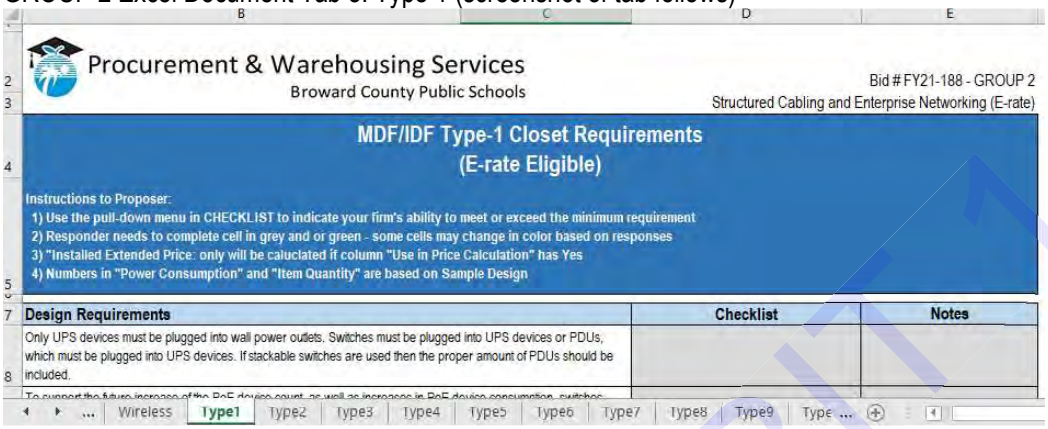


EXHIBIT

GROUP 2 Excel Document Tab 7: Wireless (screenshot of tab follows)



GROUP 2 Excel Document Tab 8: Type 1 (screenshot of tab follows)



GROUP 2 Excel Document Tab 9: Type 2 (screenshot of tab follows)

GROUP 2 Excel Document Tab 10: Type 3 (screenshot of tab follows)

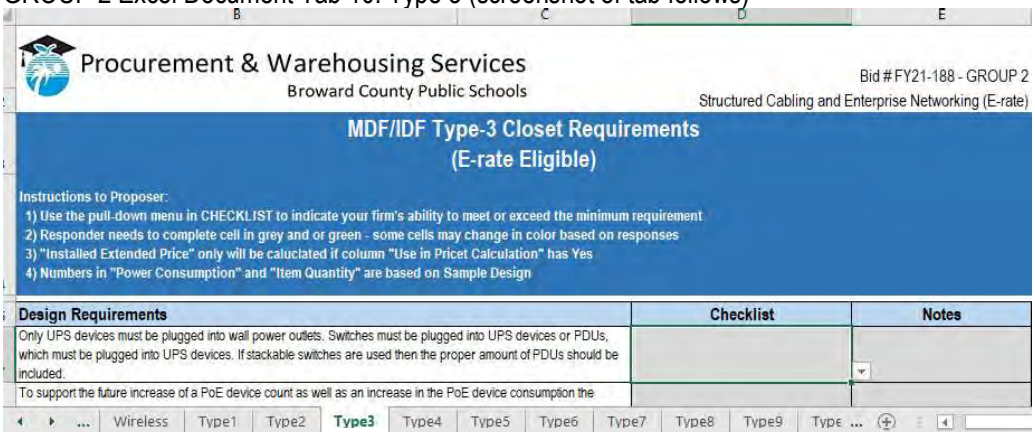
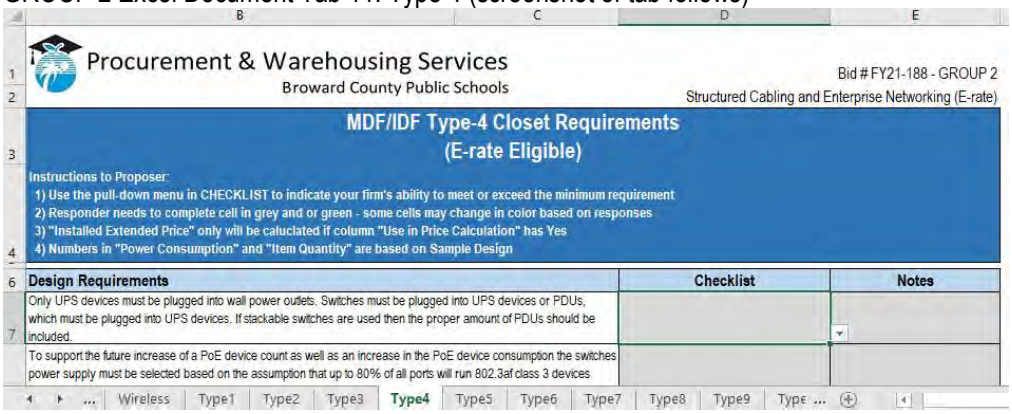


EXHIBIT 1

GROUP 2 Excel Document Tab 11: Type 4 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

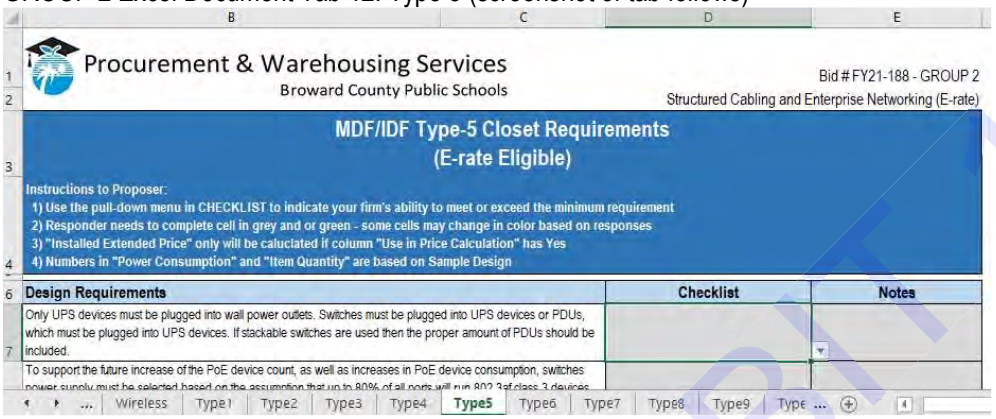
MDF/IDF Type-4 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of a PoE device count as well as an increase in the PoE device consumption the switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Wireless | Type1 | Type2 | Type3 | **Type4** | Type5 | Type6 | Type7 | Type8 | Type9 | Type ...

GROUP 2 Excel Document Tab 12: Type 5 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

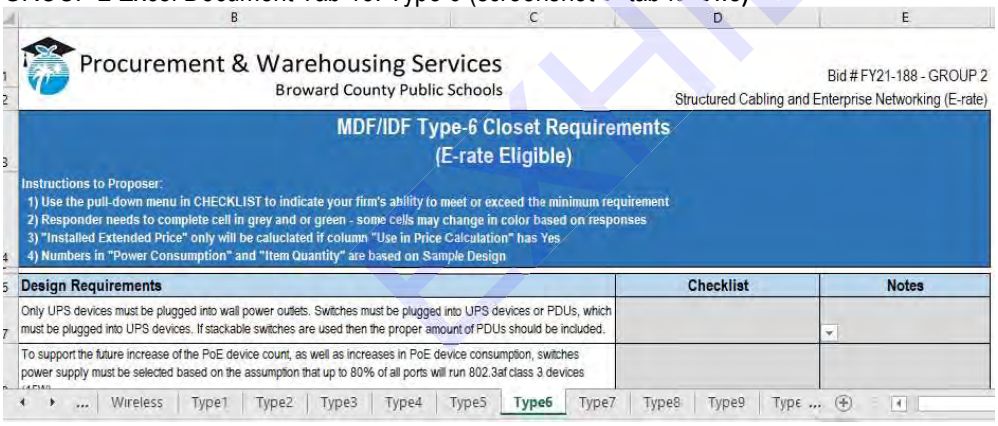
MDF/IDF Type-5 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Wireless | Type1 | Type2 | Type3 | Type4 | **Type5** | Type6 | Type7 | Type8 | Type9 | Type ...

GROUP 2 Excel Document Tab 13: Type 6 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

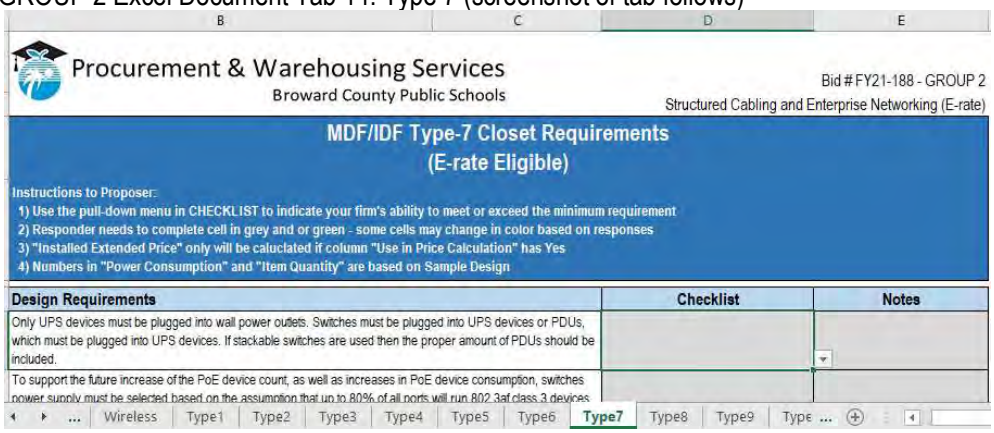
MDF/IDF Type-6 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Wireless | Type1 | Type2 | Type3 | Type4 | Type5 | **Type6** | Type7 | Type8 | Type9 | Type ...

GROUP 2 Excel Document Tab 14: Type 7 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-7 Closet Requirements (E-rate Eligible)

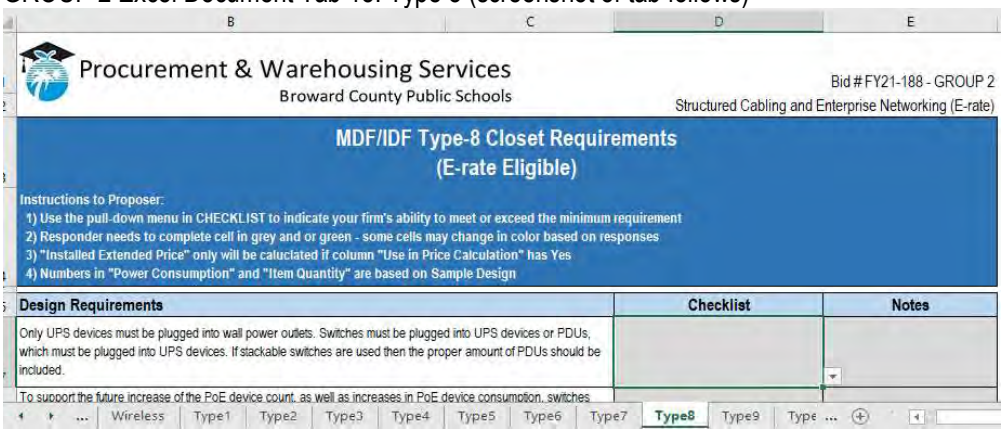
Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Wireless | Type1 | Type2 | Type3 | Type4 | Type5 | Type6 | **Type7** | Type8 | Type9 | Type ...

EXHIBIT 1

GROUP 2 Excel Document Tab 15: Type 8 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

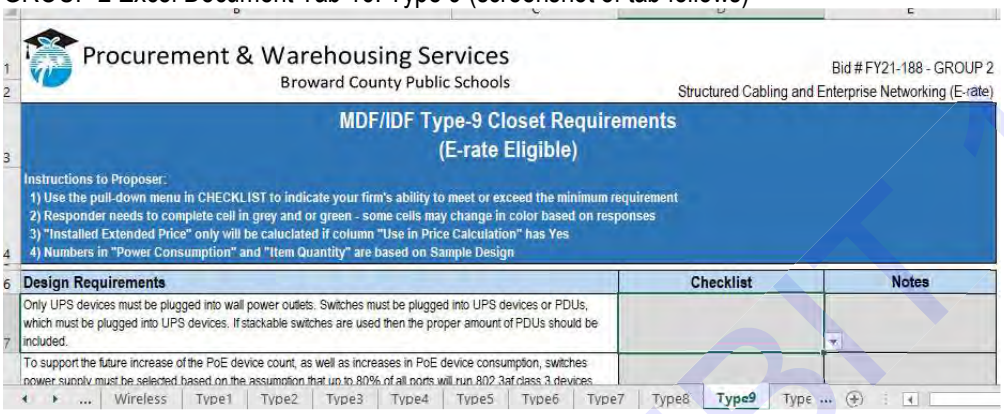
MDF/IDF Type-8 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches		

... Wireless | Type1 | Type2 | Type3 | Type4 | Type5 | Type6 | Type7 | **Type8** | Type9 | Type ...

GROUP 2 Excel Document Tab 16: Type 9 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-9 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

... Wireless | Type1 | Type2 | Type3 | Type4 | Type5 | Type6 | Type7 | Type8 | **Type9** | Type ...

GROUP 2 Excel Document Tab 17: Type 10 (screenshot of tab follows)

Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

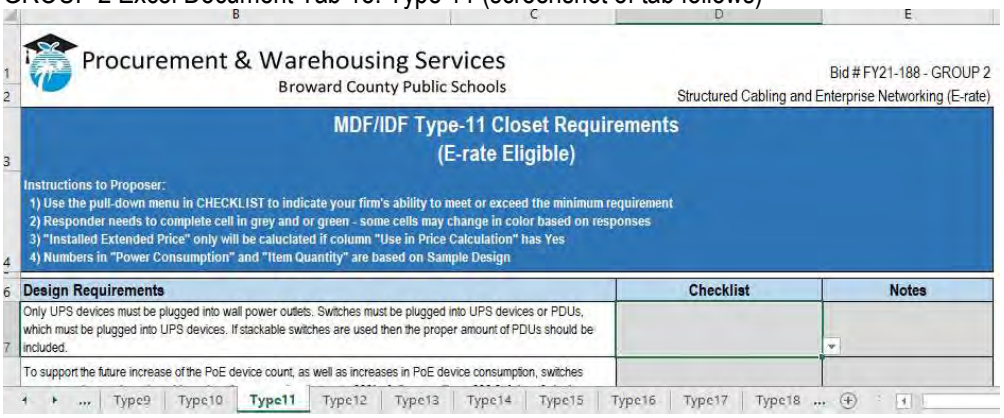
MDF/IDF Type-10 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		

... Type9 | **Type10** | Type11 | Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | Type18 ...

GROUP 2 Excel Document Tab 18: Type 11 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-11 Closet Requirements
(E-rate Eligible)

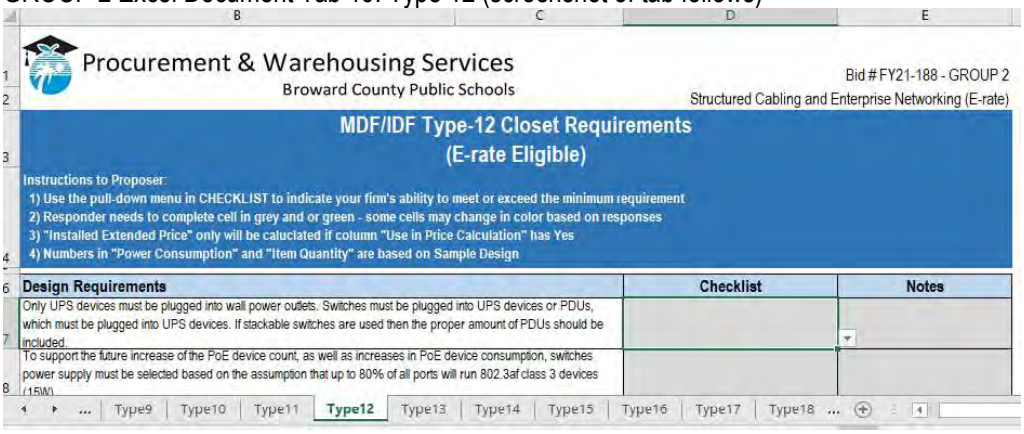
Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches		

... Type9 | Type10 | **Type11** | Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | Type18 ...

EXHIBIT 1

GROUP 2 Excel Document Tab 19: Type 12 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

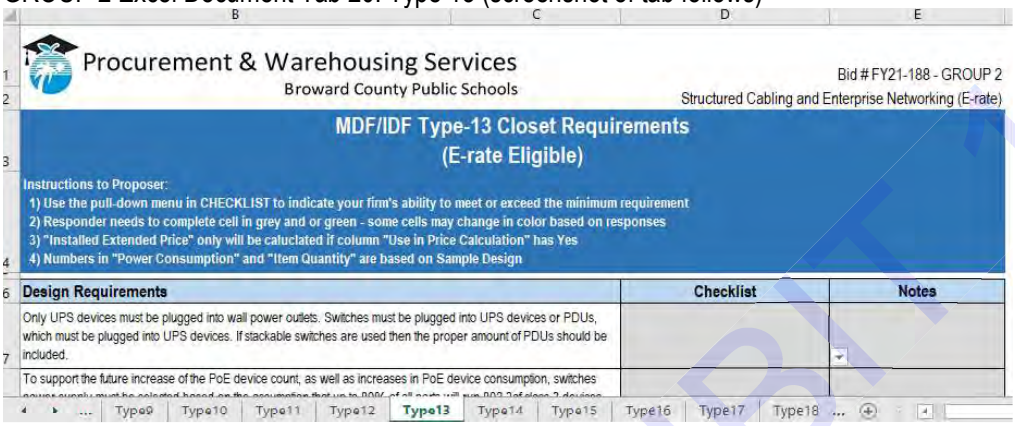
MDF/IDF Type-12 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices (15W)		

Type9 | Type10 | Type11 | **Type12** | Type13 | Type14 | Type15 | Type16 | Type17 | Type18

GROUP 2 Excel Document Tab 20: Type 13 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

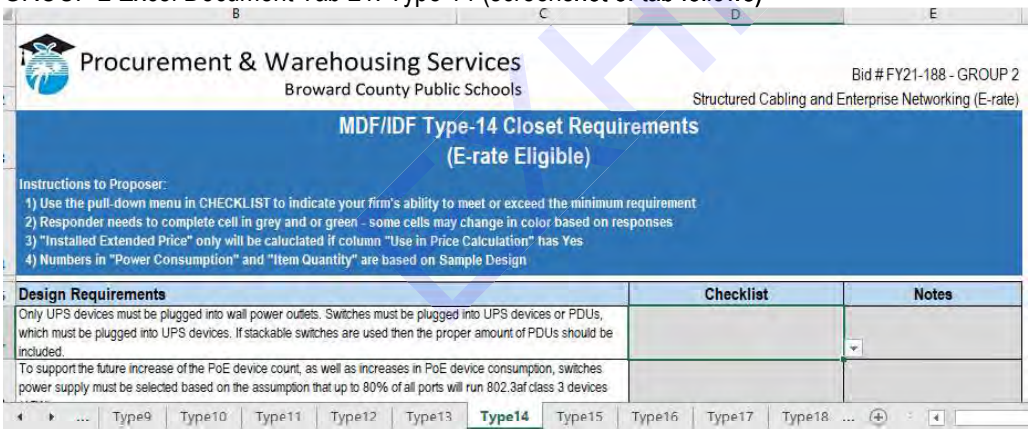
MDF/IDF Type-13 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches		

Type9 | Type10 | Type11 | Type12 | **Type13** | Type14 | Type15 | Type16 | Type17 | Type18

GROUP 2 Excel Document Tab 21: Type 14 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

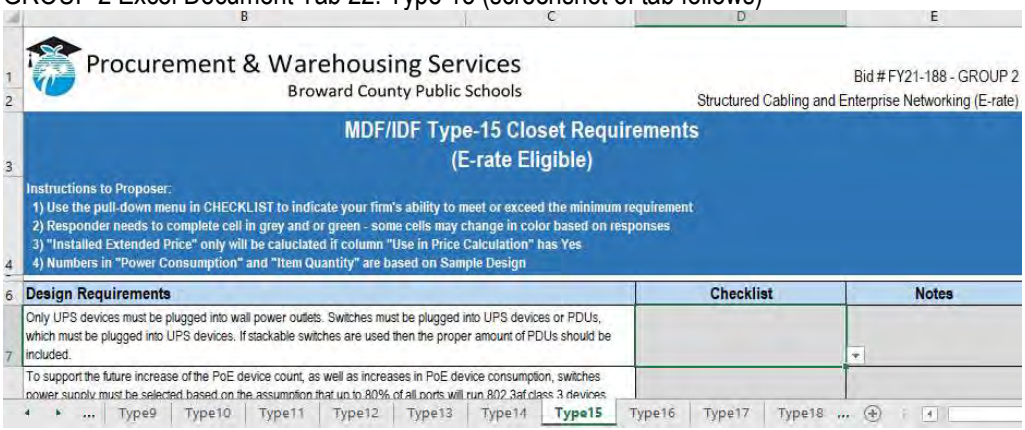
MDF/IDF Type-14 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type9 | Type10 | Type11 | Type12 | Type13 | **Type14** | Type15 | Type16 | Type17 | Type18

GROUP 2 Excel Document Tab 22: Type 15 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-15 Closet Requirements (E-rate Eligible)

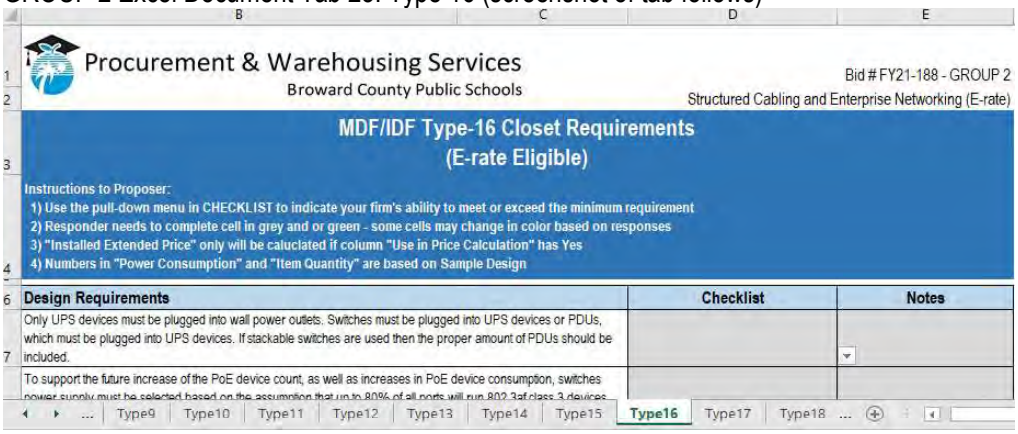
Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type9 | Type10 | Type11 | Type12 | Type13 | Type14 | **Type15** | Type16 | Type17 | Type18

EXHIBIT 1

GROUP 2 Excel Document Tab 23: Type 16 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

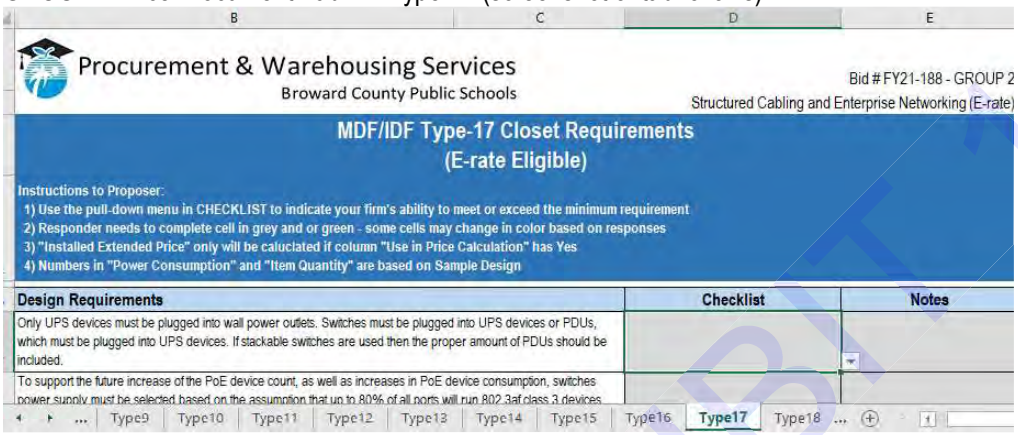
MDF/IDF Type-16 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type9 | Type10 | Type11 | Type12 | Type13 | Type14 | Type15 | **Type16** | Type17 | Type18

GROUP 2 Excel Document Tab 24: Type 17 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-17 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type9 | Type10 | Type11 | Type12 | Type13 | Type14 | Type15 | Type16 | **Type17** | Type18

GROUP 2 Excel Document Tab 25: Type 18 (screenshot of tab follows)

Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

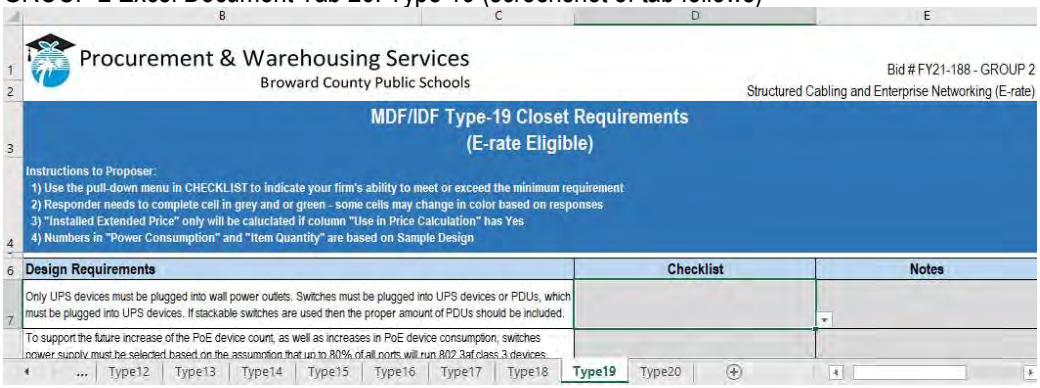
MDF/IDF Type-18 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | **Type18** | Type19 | Type20

GROUP 2 Excel Document Tab 26: Type 19 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-19 Closet Requirements
(E-rate Eligible)

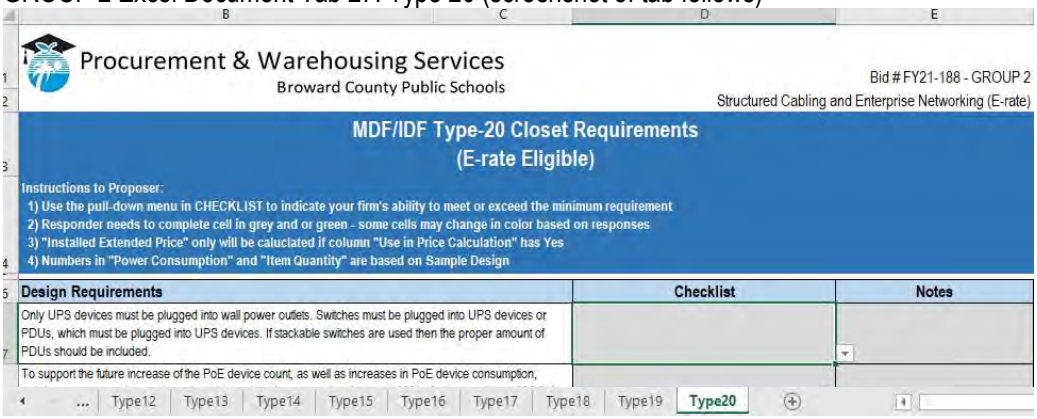
Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | Type18 | **Type19** | Type20

EXHIBIT 1

GROUP 2 Excel Document Tab 27: Type 20 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-20 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption,		

... Type12 Type13 Type14 Type15 Type16 Type17 Type18 Type19 Type20

EXHIBIT 1

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ATTACHMENT H – W-9 FORM

Please retrieve the latest version of the W-9 form from the IRS website listed below:

https://www.irs.gov/pub/irs-pdf/fw9.pdf

This form can be filled out online and printed for signature. Only page one (1) needs to be returned.

EXHIBIT 1

ATTACHMENT I – DRUG FREE WORK PLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is at:

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1) above.

4. In the statement specified in subsection (1) above, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known ☐

or

Produced Identification ☐

_____
(Type of Identification)

Notary Public State of: _____

My commission expires: _____

_____
(Printed, typed, or stamped commissioned name of notary public)

_____
(Notary Public Signature)

EXHIBIT 1

ATTACHMENT J – SBBC SAMPLE AGREEMENT

SBBC SAMPLE AGREEMENT – CLICK HERE

See Section 5.5 for more information.

You may also copy the link below to the Sample Agreement and insert it into your browser window:
https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/PWS_SampleAgreement_201712.pdf

FOR GROUP 1 (STRUCTURED CABLING): The following additional provision shall be added to Section 2 of the Agreement resulting from this RFP because the Awardee will need access to site maps:

In order to conduct the scope of work covered by the VENDOR's Agreement, the VENDOR has requested access to various SBBC documents ("SBBC Records") including, without limitation, certain documents that contain information relating to the security systems for property owned or leased by SBBC or that depict the internal layout and structural elements of SBBC-owned or leased buildings. All of VENDOR's records and notes regarding the work performed under the VENDOR's Agreement shall be referred to herein as "VENDOR's Documents."

The VENDOR hereby acknowledges that the SBBC Records and VENDOR's Documents are public records. Pursuant to Section 119.0701, Florida Statutes, VENDOR shall keep and maintain all public records required to perform the services required under this Agreement. The VENDOR acknowledges that VENDOR shall not release any SBBC Records or any VENDOR's Documents to anyone other than SBBC's Superintendent of Schools or to the designee of said Superintendent.

The VENDOR hereby acknowledges that some or all of SBBC Records and of VENDOR's Documents are confidential and exempt from public inspection under state law and VENDOR acknowledges VENDOR's duty and obligation to preserve the confidential and exempt nature of such materials. Specifically, Section 119.071(3)(b)1, Florida Statutes, states in pertinent part as follows: "Building plans, blueprints, schematic drawings, and diagrams... which depict the internal layout and structural elements of a building... or other structure owned or operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution [the provisions commonly referred to as the public records laws]." In addition, Section 281.301(1), Florida Statutes, states in pertinent part as follows: "Information relating to the security systems for any property owned by or leased to the state or any of its political subdivisions... including all records, information,... schematic diagrams... are confidential and exempt from ss. 119.07(1) and 286.011 and other laws and rules requiring public access or disclosure."

VENDOR shall immediately notify SBBC's custodian of public records of any request received by VENDOR from any third person for the inspection or copying of public records. The VENDOR shall not directly deliver any public records to any third person, but rather shall immediately provide SBBC's custodian of public records with copies of any public records that have been requested by any third party. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the VENDOR's Agreement's term and following completion of the VENDOR's Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the VENDOR's Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR required to perform the services under the VENDOR's Agreement. Upon VENDOR's transfer to SBBC of all public records upon completion of the services required under the Consultant's Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains any public records upon completion of the VENDOR's Agreement with SBBC, VENDOR shall meet all applicable requirements for retaining public records and preserving any applicable confidentiality or exemptions. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, THE VENDOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

The VENDOR agrees to comply with the foregoing requirements governing the custody of and access to public records and to confidential and exempt information under applicable law.

DRAFT

ATTACHMENT K – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

_____ (Vendor Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this agreement.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers' Compensation coverage.

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

EXHIBIT A

ATTACHMENT L – ~~SURETY BOND~~ *(Not Applicable to this RFP)*

~~KNOW ALL MEN BY THESE PRESENTS,~~

~~That we, _____, as Principal, and _____as Surety, are held and firmly bound unto The School Board of Broward County, FL, as Obligee, in the sum of _____ ($_____) Dollars lawful money of the United States, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.~~

~~The purpose of this bond is to cover deposits, received by the Principal, as more fully described in **RFP FY21-188**~~

~~Now, therefore, if the Principals, their executors, administrators, successors and assigns, shall well and truly deliver the goods desired, as more fully described in **RFP FY21-188** then this obligation shall be void, otherwise it shall remain in full force and effect.~~

~~Provided, however, that this bond is executed by the Surety upon the following express conditions and limitations:~~

~~1. That this bond shall be for one (1) year term beginning the _____ day of _____, 20___ and ending on the _____ day of _____, 20___, and it may be continued for additional one (1) year term by Certificate executed by the Surety hereon;~~

~~2. Regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of the bond;~~

~~3. That if the Surety or Obligee shall so elect, this bond may be canceled and discontinued by giving 45 days written notice served upon the other, and this bond shall be deemed canceled at the expiration of 45 days, the Surety remaining liable for all or any acts covered by this bond which may have been committed by the Principals up to the date of cancellation, under the terms, conditions, and provisions of this bond.~~

~~_____ _____~~
~~WITNESS PRINCIPAL~~

~~_____ _____~~
~~WITNESS INSURANCE COMPANY~~

~~BY: _____~~
~~ATTORNEY-IN-FACT~~

EXHIBIT 1

ATTACHMENT M – MAILING LABEL

Please print the mailing label below and affix to your bid package to ease identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.

FROM: _____
(Proposer Firm Name)

TO:

The School Board of Broward County, Florida
Procurement and Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: **Harmoni Clealand**
BID: FY21-188 (Structured Cabling & Enterprise Networking)

EXHIBIT 1

ATTACHMENT N – NO BID

STATEMENT OF "NO RESPONSE"

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of "No Response" Sheet and return, prior to the RFP Due Date established within, to:
The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information will help SBBC in the preparation of future RFPs.

BID: FY21-188 - Structured Cabling & Enterprise Networking (E-rate)

Company Name: _____

Contact: _____

Address: _____

_____

Telephone: _____

E-mail: _____

✓	Reasons for "No Response":
☐	Unable to comply with product or service specifications.
☐	Unable to comply with scope of work.
☐	Unable to quote on all items in the group.
☐	Insufficient time to respond to the Request for Proposal.
☐	Unable to hold prices firm through the term of the contract period.
☐	Our schedule would not permit us to perform.
☐	Unable to meet delivery requirements.
☐	Unable to meet bond requirements.
☐	Unable to meet insurance requirements.
☐	Other (Specify below)

Comments:

_____

_____

_____

_____

Signature: _____ Date: _____

END OF RFP

EXHIBIT 1

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936
PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

The School Board of Broward County, Florida

Donna P. Korn, Chair
Dr. Rosalind Osgood, Vice Chair

Lori Alhadeff
Robin Bartleman
Patricia Good
Heather P. Brinkworth
Laurie Rich Levinson
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

10/06/20201

ADDENDUM NO. 1

RFP FY21-188

BID NAME: Structured Cabling & Enterprise Networking (E-rate)

TO ALL PROPOSERS:

Amend the above-referenced RFP in the following particulars only:

Attached are the responses to the questions received.

This Addendum is for informational purposes only and need not be returned with your proposal. By virtue of signing the "Bidder Acknowledgement", Section 1 of RFP FY21-188 Proposer certifies acceptance of this Addendum.

Sincerely,

Harmoni Clealand
Purchasing Agent IV

EXHIBIT 1

- **QUESTION #1:** How does 8.3.19 apply to Group 2? Permits are being pulled by Awarded Vendor in Group #1 for cables and closet electrical. What permits will be required for Group #2?

  ANSWER TO QUESTION #1: No permits have been required or pulled for APs, UPSs or Network equipment in the past five (5) years, but permitting requirements are set by others within the District and subject to change.

- **QUESTION #2:** Can we assume all the Q&A from FY21-180 were addressed in this version? Were all the corrections made? Can we assume the Answers are the same?

  ANSWER TO QUESTION #2: Yes, changes from FY21-180 have been incorporated in FY21-188. Most Q&A from FY21-180 was added to Section 9 of FY21-188. FY21-180 Questions that resulted in a correction to the RFP were omitted from Section 9 to avoid confusion since the update occurred in the RFP.

- **QUESTION #3:** Have there been any changes between network bid fy21-180 and the new one fy21-188?

  ANSWER TO QUESTION #3: FY21-188 includes the changes and updates accomplished by Addendums for FY21-180.

- **QUESTION #4:** Would SBBC consider an alternate solution proposal to include a service provider for managed internal broadband services that includes the operation, management and monitoring of the E-Rate eligible components of the District's LANs and Wireless LANs if it offered a superior value over the existing request for break/fix services enabling the district to Maximize Cat 2 E-Rate?

  ANSWER TO QUESTION #4: No

- **QUESTION #5:** Can SBBC please clarify if there will be negative scoring impact to a responder on the scope of work section if the proposed design does not fully comply or can only comply with "stated deviation"? For example, if we proposed a best practice solution that was different from the minimum requirements listed in the RFP but would save the school district money and still give them the functionality they want/need, would that solution be at risk for receiving a lower score?

  ANSWER TO QUESTION #5: See RFP Section 9, Answer to Question 57.

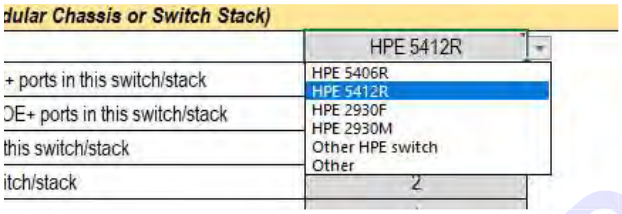
EXHIBIT 1

- **QUESTION #6:** Will points for the bid be deducted if an alternate solution is submitted, based on the specifications?

  ANSWER TO QUESTION #6: See RFP Section 9, Answer to Question 57.

- **QUESTION #7:** Based on the number of modules SBBC is asking for, Shouldn't Type 1 Closet Switch 1 should be a 5412R and that Type 17 Closet Switch 1 should be a 5406R?

  ANSWER TO QUESTION #7: Correct, Type 1 closet should be 5412R rather than a 5406R. Since this is a pull-down menu within the Excel spreadsheet, Proposers can make this change (see screenshot below). Type 17 closet was changed from a 5406R to a 5412R to comply with RFP Section 8.5.16.



- **QUESTION #8:** Will the "Current Parts List" be part of any of the scoring?

  ANSWER TO QUESTION #8: See RFP Section 9, Answer to Question #11.

- **QUESTION #9:** The following part numbers are End of Sale (EoS) in the "current parts list": Does SBBC want refurbished / used product quoted?
  J9550A
  J9537A
  J9536A
  J9534A
  J9535A
  J9538A
  J9731A

  ANSWER TO QUESTION #10: No. See section 7.23 of the RFP.

- **QUESTION #10:** I am writing to see if you have more than one of these out for bid. RFP-FY21-188-0-2021/HC and RFP-FY21-180-0-2021/HC.

  ANSWER TO QUESTION #10: FY21-180 was canceled. After the cancellation of FY21-180, the replacement, FY21-188 was released. FY21-188 is the only active bid currently for Structured Cabling & Enterprise Networking (E-rate).

EXHIBIT 1

- **QUESTION #11:** Is this a new or using the old RFP: FY21-039 Structured Cabling and Netwokring (E-rate)?

  ANSWER TO QUESTION #11: All bids for FY21-039 were rejected. RFP FY21-180 was subsequently issued to replace FY21-039 and then FY21-188 was issued to replace FY21-180.

This concludes Addendum No. 1 for RFP FY21-188 – Structured Cabling & Enterprise Networking (E-rate) – All other Terms and conditions Remain the Same.

EXHIBIT 1

AGREEMENT

THIS AGREEMENT is made and entered into as of this 15th day of December, 2020, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

UNITED DATA TECHNOLOGIES, INC.
(hereinafter referred to as "UDT"),
whose principal place of business is
2900 Monarch Lakes Boulevard, Suite 300, Miramar, Florida 33027.

WHEREAS, SBBC issued a Request for Proposal identified as RFP FY21-188, Structured Cabling & Enterprise Networking (E-rate) ("RFP"), dated October 2, 2020, and amended by Addendum No. 1 dated October 6, 2020, both are incorporated by reference herein, for the purpose of receiving proposals for structured cabling and enterprising networking; and

WHEREAS, UDT submitted a proposal in response to the RFP ("Proposal") and which is incorporated herein by reference whereby UDT offered to provide products and services for Group 2, enterprise networking.

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

ARTICLE 1 – RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement begins on December 29, 2020 and concludes on June 30, 2026. The term of the Agreement may, by mutual agreement between SBBC and UDT, be extended for two (2) additional one-year periods and, if needed, 180 calendar days beyond the expiration date of the renewal period.

2.02 **Description of Goods or Services Provided**. UDT shall provide the goods and services in the scope of work, and abide by all prescribed obligations and responsibilities within the RFP.

2.03 **Cost**. The cost for products and services will be in accordance with the pricing tables attached hereto as Exhibit A and described below and will be ordered utilizing an SBBC Purchase Order.

(a) The hourly rate for assistance after-hours or assistance during an emergency from a Technician for item 8.3.14 of the RFP is Two Hundred Fifty Dollars ($250) per hour per person. The hourly rate for assistance by a Technician during regular business hours is One Hundred Seventy-five Dollars ($175) per hour per person.

(b) At its sole option, SBBC may request that UDT provide Network Security Automation and Orchestration described in Exhibit A and in Sections 8.5.10 and 8.5.11 of the RFP. If so requested, the annual cost for full-time staff augmentation resource(s) for year one (1) to implement the Network Security Automation and Orchestration will be Two Hundred Thousand Dollars ($200,000). The annual cost for full-time staff augmentation resource(s) beyond year one (1) will be One Hundred Sixty-five Thousand Dollars ($165,000).

(c) For any items not listed above or in Exhibit A, the off list minimum discount is 5% per RFP item 8.3.3, although greater discounts may be offered.

2.04 **Payment**. Proper and appropriate invoices will be issued by UDT with net thirty (30) day payment terms. SBBC shall pay UDT after services are performed or goods are delivered and accepted by SBBC.

(a) If Network Security Automation and Orchestration is requested by SBBC, a single purchase order for full-time staff augmentation resource(s) to support the Network Security Automation and Orchestration will be issued for the entire year, but will be paid monthly by SBBC. Invoices for these services will be issued monthly for 1/12 the annual cost specified in Section 2.03(b).

2.05 **Priority of Documents**. In the event of a conflict between documents, the following priority of documents shall govern.

First:	This Agreement, then;
Second:	Addendum No. 1 to RFP FY21-188, then;
Third:	RFP FY21-188 – Structured Cabling & Enterprise Networking, then;
Fourth:	Proposal submitted by UDT in response to RFP FY21-188

2.06 **SBBC Disclosure of Education Records and Employee Records**. Although no student education records shall be disclosed pursuant to this Agreement, should UDT come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal

and state laws. Likewise, no employee records shall be disclosed by SBBC to UDT. Should UDT come into contact with employee records, it may not be re-disclosed except as required or permitted by law.

2.07 **UDT Confidentiality of Education Records and Employee Records.**

Notwithstanding any provision to the contrary within this Agreement, UDT shall:

(a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of education records and employee records;

(b) hold any education records and employee records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records or employee records are to be shared provides prior written consent for their release;

(c) ensure that, at all times, all of its employees who have access to any education records or employee records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records and employee records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

(d) safeguard education records and employee records through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements, and employee records in accordance with applicable laws; and

(e) utilize the education records and employee records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records or employee records to any third party.

2.08 **Inspection of UDT's Records by SBBC**. UDT shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All UDT's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of UDT directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and/or reproductions, SBBC's agent or authorized representative shall

have access to UDT's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to UDT pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide UDT reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and/or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to UDT's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by UDT to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any UDT's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by UDT in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by UDT. If the audit discloses billings or charges to which UDT is not contractually entitled, UDT shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, UDT shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by UDT to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to UDT pursuant to this Agreement and such excluded costs shall become the liability of v.

(g) Inspector General Audits. UDT shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.09 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida

	600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Information Officer The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To UDT:	Antolin Cossio, Vice President United Data Technologies 2900 Monarch Lakes Boulevard, Suite #300 Miramar, Florida 33027
With a Copy to:	Legal Team, UDT 2900 Monarch Lakes Boulevard, Suite #300 Miramar, Florida 33027

2.10 **Background Screening.** UDT shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of UDT or its personnel providing any services under the conditions described in the previous sentence. UDT shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to UDT and its personnel. The parties agree that the failure of UDT to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. UDT agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from UDT's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.11 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. UDT shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, UDT shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. UDT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if UDT does not transfer the public records to SBBC. Upon completion of the Agreement, UDT shall transfer, at no cost, to SBBC all public records in possession of UDT or keep and maintain public records required by SBBC to perform the services required under the Agreement. If UDT transfers all public records to SBBC upon completion of the Agreement, UDT shall destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. If UDT keeps and maintains public records upon completion of the Agreement, UDT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.12 **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By UDT: UDT agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by UDT, its agents, servants or employees; the equipment of UDT, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of UDT or the negligence of UDT's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by UDT, SBBC or otherwise.

2.13 **Insurance Requirements**. UDT shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. UDT shall maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. UDT shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. UDT shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. UDT shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by UDT to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit UDT to remedy any deficiencies. UDT must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. UDT is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.14 **Nondiscrimination**.

(a) As a condition of entering into this Agreement, UDT represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, UDT shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall UDT retaliate against any person for reporting instances of such discrimination. UDT shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. UDT understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.15 **Annual Appropriation**. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.16 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.17 **Incorporation by Reference**. **Exhibit A** attached hereto and the RFP, its Addenda and the Proposal which are referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default**. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days' written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination**. This Agreement may be canceled with or without cause by the parties during the term hereof upon thirty (30) days' written notice to the other party of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **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.

3.21 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Dr. Rosalind Osgood, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by Maya Moore
Reason: UDT Agreement
Date: 2020.12.03 19:04:33 -05'00'

_____
Office of the General Counsel

EXHIBIT 2

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR UDT:

(Corporate Seal)

ATTEST:

UNITED DATA TECHNOLOGIES, INC.

By _____
Signature

_____, Secretary

Printed Name: Gerard Amaro

Title: President

-or-

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 3rd Dec. 2020 (*date*) by Gerard Amaro (*name of officer or agent, title of officer or agent*) of United Data Technologies, Inc. (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me (*underline if applicable*) or has produced n/a (*type of identification*) as identification and who ☐ did/ ☑ did not first take an oath this 3rd day of December, 2020.

My Commission Expires: Enter expiration date
March 9, 2021

(SEAL)

IVETTE PENA
MY COMMISSION # GG081356
EXPIRES March 09, 2021

_____
Signature – Notary Public

Ivette Pena
Printed Name of Notary

GG081356
Notary's Commission No.

EXHIBIT 2

EXHIBIT A – PRICING TABLES

(a) Pricing for goods or services with installation (models and part numbers subject to change as technology evolves):

Wireless Access Goods	**Unit Price**
HPE Aruba AP-515 Indoor Access Point Dual Radio MIMO 4x4:4 @ 5GHz + 2x2:2 @ 2.4GHz 802.11ax with Ceiling Mount, Central Licenses and Support Subscription	$868.64
HPE Aruba AP-505 Indoor Access Point Dual Radio 2x2:2 802.11ax	$325.33
HPE Aruba AP-504 Dual Radio 2x2:2 802.11ax Unified Campus Access Point with Dual-band 7.2dBi, 2 Element MIMO 60x60 degree sector antenna and Azimulth and Adjustable Mount Kit	$428.47
Indoor Wi-Fi User Experience Sensor	$659.69
Network Security Automation, Orchestration (Sec Orch)	**Unit Price**
14JZ399AAE Aruba ClearPass Cx000V VM-Based Appliance E-LTU 14H9WY9E Aruba 5-yr Foundation Care 24x7 Education ClearPass Cx000V VM Appl E-LTU Service 5JZ408AAE Aruba ClearPass New Licensing Access 100K Concurrent Endpoints E-LTU 5H9WL9E Aruba 5-yr Foundation Care 24x7 Education ClearPass NL AC 100K CE E-LTU Service 1JZ406AAE Aruba ClearPass New Licensing Access 25K Concurrent Endpoints E-LTU 1HT9J7E Aruba 5-yr Foundation Care 24x7 Education ClearPass NL AC 25K CE E-LTU Service 1JZ404AAE Aruba ClearPass New Licensing Access 5K Concurrent Endpoints E-LTU 1HA0G0E Aruba 5-yr Foundation Care 24x7 Education ClearPass NL AC 5K CE E-LTU Service *Pricing is contingent upon SBBC purchasing installation services at the prices provided in Section 2.03(b)	$1,224,822.18*
Flow Collection Software: 1R0Z91AAE Aruba ClearPass Device Insight New License for 50000 Devices for 5-yr E-STU 5R0Z92AAE Aruba ClearPass Device Insight New License for 100K Devices for 5-yr E-STU For CPDI *Pricing is contingent upon SBBC purchasing installation services at the prices provided in Section 2.03(b)	$1,738,044.00*
Closet Bundle Goods	**Unit Price**
Liebert PSI5 Model PSI5-1500RT120N Uninterruptable Power Supply (UPS) 2200VA Six 5-15R outlets (1540 watt 80% load) UPS Type A	$1,044.45
Liebert PSI5 Model PSI5-2200RT120N Uninterruptable Power Supply (UPS) 1500VA Six 5-15R outlets (1080 watt 80% load) UPS Type B	$645.29
Closet Type 1, Stack 1: HPE Aruba 5406R zl2 Switch with 224-Port 10/100/1000BASE-T POE+; 24-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 20 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (6) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (20) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$16,658.16
Closet Type 1, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,969.99

Closet Type 1, Stack 3: HPE Aruba 5412R zl2 Switch with 228-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,204.55
Closet Type 1, Stack 4: HPE Aruba 5406R zl2 Switch with 108-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+/4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$6,447.19
Closet Type 2, Stack 1: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$11,897.43
Closet Type 2, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,969.99
Closet Type 2, Stack 3: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,969.99

EXHIBIT 2

Closet Type 2, Stack 4: HPE Aruba 5406R zl2 Switch with 60-Port 10/100/1000BASE-T POE+ ; 4-Port 1G/10GBE SFP+ ; 8-Port 1/2.5/5/10GBASE-T PoE+ ; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$5,111.71
Closet Type 3, Stack 1: HPE Aruba 5412R zl2 Switch with 180-Port 10/100/1000BASE-T POE+; 32-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 26 SFP+ 10G SR MM Transceivers ; 1 QSFP+ LC BiDi Transceivers includes: (1) Aruba HPE 5412R zl2 Switch with management module (2) Aruba HPE 5412R 2750W PoE+ zl2 power supply (4) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (26) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$18,518.93
Closet Type 3, Stack 2: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$11,435.00
Closet Type 3, Stack 3: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$11,281.46
Closet Type 4, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$12,154.41

Closet Type 4, Stack 2: HPE Aruba 5412R zl2 Switch with 224-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,461.53
Closet Type 4, Stack 3: HPE Aruba 5412R zl2 Switch with 228-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,204.55
Closet Type 5, Stack 1: HPE Aruba 5412R zl2 Switch with 184-Port 10/100/1000BASE-T POE+; 28-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 22 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (3) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (22) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$17,591.49
Closet Type 5, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,969.99
Closet Type 5, Stack 3: HPE Aruba 5412R zl2 Switch with 156-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (4) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$7,908.23

Closet Type 6, Stack 1: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$11,897.43
Closet Type 6, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,969.99
Closet Type 6, Stack 3: HPE Aruba 5406R zl2 Switch with 104-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$6,704.16
Closet Type 7, Stack 1: HPE Aruba 5412R zl2 Switch with 188-Port 10/100/1000BASE-T POE+; 28-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 22 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (3) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (22) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$17,334.51
Closet Type 7, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,969.99

Closet Type 7, Stack 3: HPE Aruba 5406R zl2 Switch with 60-Port 10/100/1000BASE-T POE+ ; 4-Port 1G/10GBE SFP+ ; 8-Port 1/2.5/5/10GBASE-T PoE+ ; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$5,111.71
Closet Type 8, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$12,379.82
Closet Type 8, Stack 2: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$11,226.97
Closet Type 9, Stack 1: HPE Aruba 5412R zl2 Switch with 184-Port 10/100/1000BASE-T POE+; 28-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 22 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (3) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (22) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$17,591.49
Closet Type 9, Stack 2: HPE Aruba 5412R zl2 Switch with 200-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (5) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$9,696.09

Closet Type 10, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$12,154.41
Closet Type 10, Stack 2: HPE Aruba 5412R zl2 Switch with 152-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (3) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$8,165.21
Closet Type 11, Stack 1: HPE Aruba 5412R zl2 Switch with 220-Port 10/100/1000BASE-T POE+; 24-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 18 SFP+ 10G SR MM Transceivers ; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (6) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (18) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$16,493.94
Closet Type 11, Stack 2: HPE Aruba 5406R zl2 Switch with 80-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$6,134.13
Closet Type 12, Stack 1: HPE Aruba 5412R zl2 Switch with 240-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (5) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (4) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$11,990.19

Closet Type 12, Stack 2: HPE Aruba 5406R zl2 Switch with 60-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 1100W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) Aruba 5406R 1100W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$4,528.52
Closet Type 13, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$11,479.94
Closet Type 14, Stack 1: HPE Aruba 5412R zl2 Switch with 184-Port 10/100/1000BASE-T POE+; 24-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 16 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (16) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$16,499.82
Closet Type 15, Stack 1: HPE Aruba 5412R zl2 Switch with 196-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (4) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$9,953.06
Closet Type 16, Stack 1: HPE Aruba 5412R zl2 Switch with 80-Port 10/100/1000BASE-T POE+; 20-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 1100W PoE+ Power Supplies; 16 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 1100W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (16) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$11,004.23

EXHIBIT 2

Closet Type 17, Stack 1: HPE Aruba 5412R zl2 Switch with 80-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 1100W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5412R 1100W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$5,550.94
Closet Type 18, Stack 1: HPE Aruba 2930F Switch with 48-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 1 740W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$2,151.06
Closet Type 19, Stack 1: HPE Aruba 2930F Switch with 24-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 1 370W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$1,407.89
Closet Type 20, Stack 1: HPE Aruba 2930F Switch with 8-Port 10/100/1000BASE-T POE+; 2-Port 1G/10GBE SFP+; 1 125W PoE+ Power Supplies; 1 SFP+ 10G SR MM Transceivers includes: (1) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$707.25
Parts List	**Unit Price**
HPE Aruba 5406R ZL2 Switch Rack Mountable 6 X Expansion Slots Part# J9821A	$830.10
HPE Aruba 5412R ZL2 Switch Rack Mountable 12 X Expansion Slots Part# J9822A	$1,551.45
HPE Aruba 5400R zl2 24x Gigabit Ethernet SFP MACsec v3 Expansion Module Part# J9988A	$1,319.93
HPE Aruba 5400R 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Expansion Module Part# J9986A	$1,220.70
HPE Aruba 5400R ZL2 20-PORT 10/100/1000BASE-T POE+ / 4-PORT 1G/10GBE SFP+ MACSEC V3 ZL2 Expansion Module Part# J9990A	$1,353.00
HPE 5400 zl2 8 Ports 1G/10GbE SFP+ MACsec v3 Module Part# J9993A	$1,617.60
HPE 2-port 40GbE QSFP+ v3 zl2 Module Part# J9996A	$2,279.10
Cisco 10G SFP+ Active Optical Cable Assembly 1M Part# SFP-10G-AOC1M	$158.35
Cisco 10G SFP+ Active Optical Cable Assembly 2M Part# SFP-10G-AOC2M	$158.71
Cisco 10G SFP+ Active Optical Cable Assembly 3M Part# SFP-10G-AOC3M	$158.39
Cisco 10G SFP+ Active Optical Cable Assembly 7M Part# SFP-10G-AOC7M	$189.03
Cisco 10G SFP+ Active Optical Cable Assembly 10M Part# SFP-10G-AOC10M	$188.95
Cisco 10GBASE-CU SFP+ Cable 1 Meter, Passive Part# SFP-H10GB-CU1M	$95.98
Cisco 10GBASE-CU SFP+ Cable 3 Meter, Passive Part# SFP-H10GB-CU3M	$96.59
Cisco 10GBASE-CU SFP+ Cable 5 Meter, Passive Part# SFP-H10GB-CU5M	$129.58
Cisco 40G QSFP+ Active Optical Cable 1 Meter Part# QSFP-H40G-AOC1M	$549.16
Cisco 40G QSFP+ Active Optical Cable 2 Meter Part# QSFP-H40G-AOC2M	$549.50

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Cisco 40G QSFP+ Active Optical Cable 3 Meter Part# QSFP-H40G-AOC3M	$549.53
Cisco 40G QSFP+ Active Optical Cable 5 Meter Part# QSFP-H40G-AOC5M	$641.19
Cisco 40G QSFP+ Active Optical Cable 7 Meter Part# QSFP-H40G-AOC7M	$642.32
Cisco 40G QSFP+ Active Optical Cable 10 Meter Part# QSFP-H40G-AOC10M	$641.28
Cisco 40G QSFP+ Active Optical Cable 15 Meter Part# QSFP-H40G-AOC15M	$763.43
Cisco 40G QSFP+ Active Optical Cable 20 Meter Part# QSFP-H40G-AOC20M	$966.31
Cisco 40G QSFP+ Active Optical Cable 25 Meter Part# QSFP-H40G-AOC25M	$968.00
Cisco 40G QSFP+ Active Optical Cable 30 Meter Part# QSFP-H40G-AOC30M	$971.23
Cisco Optical Transceiver 10GBASE-SR 850nm MMF Part# SFP-10G-SR-S	$474.87
Cisco Optical Transceiver 40GBASE-SR 850nm MMF Part# QSFP-40G-SR4-S	$1,062.85
Cisco QSFP to SFP or SFP+ Adapter Module Part# QSFP-4X10G-AOC10M	$793.98
Cisco 40G QSFP+ to 4x10G SFP+ Breakout Active Cable 10 Meter Part# CVR-QSFP-SFP10G	$243.91
HPE Aruba Optical Transceiver 10GBASE-SR 850nm MMF JL231A	$1,121.48
HPE Aruba Optical Transceiver 40GBASE-SR 850nm MMF JL258A	$559.20
HP Aruba 2930F 8G PoE+ 2SFP+ Part# J9827A	$856.88
C2G 7ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable (Black) 27152	$32.53
C2G 10ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable (Blue) 27143	$33.13
C2G 15ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 22015	$35.20
C2G 25ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 27145	$35.83
C2G 50ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 27146	$39.41
C2G 75ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 31361	$43.45
C2G 100ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 27147	$47.36
C2G 150ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 27149	$59.90
C2G 200ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 43122	$90.58
C2G 300ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 43124	$116.56
C2G 1m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 33045	$41.66
C2G 2m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 33046	$42.30
C2G 3m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 33047	$42.66
C2G 5m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 33048	$44.11
C2G 10m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 33050	$49.82
C2G 15m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 1117	$57.18
C2G 25m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 1120	$68.60
Tripp Lite 35M Duplex Multimode 50/125 Fiber Optic Patch Cable LC/LC N520-35M	$71.66
C2G 50m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 1122	$85.11
AddOn 75m LC (Male) to LC (Male) Straight Aqua OM4 Fiber Plenum Patch Cable ADD-LC-LC-75M5OM4P	$114.83
Tripp Lite 100M Duplex Multimode 50/125 Fiber Optic Patch Cable LC/LC N520-100M	$148.77

EXHIBIT 2

C2G 3m LC-SC 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable (Aqua) 33053	$43.97
C2G 5m LC-SC 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable (Aqua) 33054	$44.60
C2G 10m LC-SC 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable (Aqua) 33056	$51.37
C2G 3m LC-ST 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable (Aqua) 36123	$48.83
C2G 5m LC-ST 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable (Aqua) 36125	$53.68
C2G 10m LC-ST 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable (Aqua) 36130	$60.77
Aruba Wireless Controller 7720	$5,219.91
HPE 5400R Zl2 Management Module Part# J9827A	$856.87

(b) Pricing for goods or services without installation (models and part numbers subject to change as technology evolves):

Wireless Access Goods	**Unit Price**
HPE Aruba AP-515 Indoor Access Point Dual Radio MIMO 4x4:4 @ 5GHz + 2x2:2 @ 2.4GHz 802.11ax with Ceiling Mount, Central Licenses and Support Subscription	$868.64
HPE Aruba AP-505 Indoor Access Point Dual Radio 2x2:2 802.11ax	$325.33
HPE Aruba AP-504 Dual Radio 2x2:2 802.11ax Unified Campus Access Point with Dual-band 7.2dBi, 2 Element MIMO 60x60 degree sector antenna and Azimulth and Adjustable Mount Kit	$428.47
Indoor Wi-Fi User Experience Sensor	$593.49
Network Security Automation, Orchestration (Sec Orch)	**Unit Price**
14JZ399AAE Aruba ClearPass Cx000V VM-Based Appliance E-LTU 14H9WY9E Aruba 5-yr Foundation Care 24x7 Education ClearPass Cx000V VM Appl E-LTU Service 5JZ408AAE Aruba ClearPass New Licensing Access 100K Concurrent Endpoints E-LTU 5H9WL9E Aruba 5-yr Foundation Care 24x7 Education ClearPass NL AC 100K CE E-LTU Service 1JZ406AAE Aruba ClearPass New Licensing Access 25K Concurrent Endpoints E-LTU 1HT9J7E Aruba 5-yr Foundation Care 24x7 Education ClearPass NL AC 25K CE E-LTU Service 1JZ404AAE Aruba ClearPass New Licensing Access 5K Concurrent Endpoints E-LTU 1HA0G0E Aruba 5-yr Foundation Care 24x7 Education ClearPass NL AC 5K CE E-LTU Service	$1,224,822.18
Flow Collection Software: 1R0Z91AAE Aruba ClearPass Device Insight New License for 50000 Devices for 5-yr E-STU 5R0Z92AAE Aruba ClearPass Device Insight New License for 100K Devices for 5-yr E-STU For CPDI	$1,738,044.00
Closet Bundle Goods	**Unit Price**
Liebert PSI5 Model PSI5-1500RT120N Uninterruptable Power Supply (UPS) 2200VA Six 5-15R outlets (1540 watt 80% load) UPS Type A	$970.70
Liebert PSI5 Model PSI5-2200RT120N Uninterruptable Power Supply (UPS) 1500VA Six 5-15R outlets (1080 watt 80% load) UPS Type B	$590.29
PDU with 8 5-15R connections	
Closet Type 1, Stack 1: HPE Aruba 5406R zl2 Switch with 224-Port 10/100/1000BASE-T POE+; 24-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 20 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (6) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (20) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$16,580.41

EXHIBIT 2

Closet Type 1, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,892.24
Closet Type 1, Stack 3: HPE Aruba 5412R zl2 Switch with 228-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,126.80
Closet Type 1, Stack 4: HPE Aruba 5406R zl2 Switch with 108-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+/4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$6,369.44
Closet Type 2, Stack 1: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$11,819.68
Closet Type 2, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,892.24

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Closet Type 2, Stack 3: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,892.24
Closet Type 2, Stack 4: HPE Aruba 5406R zl2 Switch with 60-Port 10/100/1000BASE-T POE+ ; 4-Port 1G/10GBE SFP+ ; 8-Port 1/2.5/5/10GBASE-T PoE+ ; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$5,033.96
Closet Type 3, Stack 1: HPE Aruba 5412R zl2 Switch with 180-Port 10/100/1000BASE-T POE+; 32-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 26 SFP+ 10G SR MM Transceivers ; 1 QSFP+ LC BiDi Transceivers includes: (1) Aruba HPE 5412R zl2 Switch with management module (2) Aruba HPE 5412R 2750W PoE+ zl2 power supply (4) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (26) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$18,441.18
Closet Type 3, Stack 2: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$11,357.25
Closet Type 3, Stack 3: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$11,203.71

Closet Type 4, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$12,076.66
Closet Type 4, Stack 2: HPE Aruba 5412R zl2 Switch with 224-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,383.78
Closet Type 4, Stack 3: HPE Aruba 5412R zl2 Switch with 228-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,126.80
Closet Type 5, Stack 1: HPE Aruba 5412R zl2 Switch with 184-Port 10/100/1000BASE-T POE+; 28-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 22 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (3) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (22) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$17,513.74
Closet Type 5, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,892.24

Closet Type 5, Stack 3: HPE Aruba 5412R zl2 Switch with 156-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (4) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module	$7,830.48
Closet Type 6, Stack 1: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$11,819.68
Closet Type 6, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,892.24
Closet Type 6, Stack 3: HPE Aruba 5406R zl2 Switch with 104-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$6,626.41
Closet Type 7, Stack 1: HPE Aruba 5412R zl2 Switch with 188-Port 10/100/1000BASE-T POE+; 28-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 22 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (3) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (22) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$17,256.76

Closet Type 7, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,892.24
Closet Type 7, Stack 3: HPE Aruba 5406R zl2 Switch with 60-Port 10/100/1000BASE-T POE+ ; 4-Port 1G/10GBE SFP+ ; 8-Port 1/2.5/5/10GBASE-T PoE+ ; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$5.033.96
Closet Type 8, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$12,302.07
Closet Type 8, Stack 2: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$11,149.22
Closet Type 9, Stack 1: HPE Aruba 5412R zl2 Switch with 184-Port 10/100/1000BASE-T POE+; 28-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 22 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (3) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (22) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$17,513.74

Closet Type 9, Stack 2: HPE Aruba 5412R zl2 Switch with 200-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (5) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$9,618.34
Closet Type 10, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$12,076.66
Closet Type 10, Stack 2: HPE Aruba 5412R zl2 Switch with 152-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (3) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$8,087.46
Closet Type 11, Stack 1: HPE Aruba 5412R zl2 Switch with 220-Port 10/100/1000BASE-T POE+; 24-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 18 SFP+ 10G SR MM Transceivers ; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (6) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (18) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$16,416.19
Closet Type 11, Stack 2: HPE Aruba 5406R zl2 Switch with 80-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$6,056.38

Closet Type 12, Stack 1: HPE Aruba 5412R zl2 Switch with 240-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (5) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (4) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$11,912.44
Closet Type 12, Stack 2: HPE Aruba 5406R zl2 Switch with 60-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 1100W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) Aruba 5406R 1100W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$4,450.77
Closet Type 13, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$11,406.19
Closet Type 14, Stack 1: HPE Aruba 5412R zl2 Switch with 184-Port 10/100/1000BASE-T POE+; 24-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 16 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (16) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$16,422.07
Closet Type 15, Stack 1: HPE Aruba 5412R zl2 Switch with 196-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (4) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$9,875.31

Closet Type 16, Stack 1: HPE Aruba 5412R zl2 Switch with 80-Port 10/100/1000BASE-T POE+; 20-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 1100W PoE+ Power Supplies; 16 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 1100W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (16) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$10,926.48
Closet Type 17, Stack 1: HPE Aruba 5412R zl2 Switch with 80-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 1100W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5412R 1100W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$5,473.19
Closet Type 18, Stack 1: HPE Aruba 2930F Switch with 48-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 1 740W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$2,092.06
Closet Type 19, Stack 1: HPE Aruba 2930F Switch with 24-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 1 370W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$1,348.89
Closet Type 20, Stack 1: HPE Aruba 2930F Switch with 8-Port 10/100/1000BASE-T POE+; 2-Port 1G/10GBE SFP+; 1 125W PoE+ Power Supplies; 1 SFP+ 10G SR MM Transceivers includes: (1) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$648.25
Parts List	**Unit Price**
HPE Aruba 5406R ZL2 Switch Rack Mountable 6 X Expansion Slots Part# J9821A	$800.10
HPE Aruba 5412R ZL2 Switch Rack Mountable 12 X Expansion Slots Part# J9822A	$1,521.45
HPE Aruba 5400R zl2 24x Gigabit Ethernet SFP MACsec v3 Expansion Module Part# J9988A	$1,289.93
HPE Aruba 5400R 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Expansion Module Part# J9986A	$1,190.70
HPE Aruba 5400R ZL2 20-PORT 10/100/1000BASE-T POE+ / 4-PORT 1G/10GBE SFP+ MACSEC V3 ZL2 Expansion Module Part# J9990A	$1,323.00
HPE 5400 zl2 8 Ports 1G/10GbE SFP+ MACsec v3 Module Part# J9993A	$1,587.60
HPE 2-port 40GbE QSFP+ v3 zl2 Module Part# J9996A	$2,249.10
Cisco 10G SFP+ Active Optical Cable Assembly 1M Part# SFP-10G-AOC1M	$128.35
Cisco 10G SFP+ Active Optical Cable Assembly 2M Part# SFP-10G-AOC2M	$128.71
Cisco 10G SFP+ Active Optical Cable Assembly 3M Part# SFP-10G-AOC3M	$128.39
Cisco 10G SFP+ Active Optical Cable Assembly 7M Part# SFP-10G-AOC7M	$159.03
Cisco 10G SFP+ Active Optical Cable Assembly 10M Part# SFP-10G-AOC10M	$158.95
Cisco 10GBASE-CU SFP+ Cable 1 Meter, Passive Part# SFP-H10GB-CU1M	$65.98

EXHIBIT 2

Cisco 10GBASE-CU SFP+ Cable 3 Meter, Passive Part# SFP-H10GB-CU3M	$66.59
Cisco 10GBASE-CU SFP+ Cable 5 Meter, Passive Part# SFP-H10GB-CU5M	$99.58
Cisco 40G QSFP+ Active Optical Cable 1 Meter Part# QSFP-H40G-AOC1M	$519.16
Cisco 40G QSFP+ Active Optical Cable 2 Meter Part# QSFP-H40G-AOC2M	$519.50
Cisco 40G QSFP+ Active Optical Cable 3 Meter Part# QSFP-H40G-AOC3M	$519.53
Cisco 40G QSFP+ Active Optical Cable 5 Meter Part# QSFP-H40G-AOC5M	$611.19
Cisco 40G QSFP+ Active Optical Cable 7 Meter Part# QSFP-H40G-AOC7M	$612.32
Cisco 40G QSFP+ Active Optical Cable 10 Meter Part# QSFP-H40G-AOC10M	$611.28
Cisco 40G QSFP+ Active Optical Cable 15 Meter Part# QSFP-H40G-AOC15M	$733.43
Cisco 40G QSFP+ Active Optical Cable 20 Meter Part# QSFP-H40G-AOC20M	$936.31
Cisco 40G QSFP+ Active Optical Cable 25 Meter Part# QSFP-H40G-AOC25M	$938
Cisco 40G QSFP+ Active Optical Cable 30 Meter Part# QSFP-H40G-AOC30M	$941.23
Cisco Optical Transceiver 10GBASE-SR 850nm MMF Part# SFP-10G-SR-S	$444.87
Cisco Optical Transceiver 40GBASE-SR 850nm MMF Part# QSFP-40G-SR4-S	$1,032.85
Cisco QSFP to SFP or SFP+ Adapter Module Part# QSFP-4X10G-AOC10M	$763.98
Cisco 40G QSFP+ to 4x10G SFP+ Breakout Active Cable 10 Meter Part# CVR-QSFP-SFP10G	$213.91
HPE Aruba Optical Transceiver 10GBASE-SR 850nm MMF JL231A	$1,091.48
HPE Aruba Optical Transceiver 40GBASE-SR 850nm MMF JL258A	$529.20
HP Aruba 2930F 8G PoE+ 2SFP+ Part# J9827A	$826.88
C2G 7ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable (Black) 27152	$2.53
C2G 10ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable (Blue) 27143	$3.13
C2G 15ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 22015	$5.20
C2G 25ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 27145	$5.83
C2G 50ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 27146	$9.41
C2G 75ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 31361	$13.45
C2G 100ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 27147	$17.36
C2G 150ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 27149	$29.90
C2G 200ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 43122	$60.58
C2G 300ft Cat6 Snagless Unshielded (UTP) Ethernet Patch Ethernet Cable (Blue) 43124	$86.56
C2G 1m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 33045	$11.66
C2G 2m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 33046	$12.30
C2G 3m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 33047	$12.66
C2G 5m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 33048	$14.11
C2G 10m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 33050	$19.82
C2G 15m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 1117	$27.18
C2G 25m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 1120	$38.60

EXHIBIT 2

Tripp Lite 35M Duplex Multimode 50/125 Fiber Optic Patch Cable LC/LC N520-35M	$41.66
C2G 50m LC-LC 10Gb 50/125 Duplex Multimode OM3 Fiber Cable (Aqua) 1122	$55.11
AddOn 75m LC (Male) to LC (Male) Straight Aqua OM4 Fiber Plenum Patch Cable ADD-LC-LC-75M5OM4P	$84.83
Tripp Lite 100M Duplex Multimode 50/125 Fiber Optic Patch Cable LC/LC N520-100M	$118.77
C2G 3m LC-SC 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable (Aqua) 33053	$13.97
C2G 5m LC-SC 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable (Aqua) 33054	$14.60
C2G 10m LC-SC 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable (Aqua) 33056	$21.37
C2G 3m LC-ST 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable (Aqua) 36123	$18.83
C2G 5m LC-ST 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable (Aqua) 36125	$23.68
C2G 10m LC-ST 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable (Aqua) 36130	$30.77
Aruba Wireless Controller 7720	$5,189.91
HPE 5400R Zl2 Management Module Part# J9827A	$826.87

Miscellaneous	**Unit Price**
HPE Aruba User Experience Insight Sensor (Separate Item) R3R67A; R4W99AAE; R3T84A	$489.59
Aruba User Experience Insight Sensor Subscription 5 Yr (Support/Subscription) HL2Y2E	$103.91
Network switch Management module (Separate Item) J9827A	$826.88
UPS Network Module (Separate Item) Included, and covered under warranty	Included
Network Switch Management Module (Support/Subscription) Included, and covered under warranty	Included
UPS Network Module (Support/Subscription) Included, and covered under warranty	Included
740W PoE+ POWER Supply (Separate Item) Not removable part of the Switch Bundle; covered with Lifetime warranty	N/A
370W PoE+ POWER Supply (Separate Item) Not removable part of the Switch Bundle; covered with Lifetime warranty	N/A
125W PoE+ POWER Supply (Separate Item) Not removable part of the Switch Bundle; covered with Lifetime warranty	N/A
740W PoE+ POWER Supply (Support/Subscription) Not removable part of the Switch Bundle; covered with Lifetime warranty	N/A
370W PoE+ POWER Supply (Support/Subscription) Not removable part of the Switch Bundle; covered with Lifetime warranty	N/A
125W PoE+ POWER Supply (Support/Subscription) Not removable part of the Switch Bundle; covered with Lifetime warranty	N/A
2750W PoE+ zl2 POWER Supply (Separate Item) J9830B	$1,165.71
2750W PoE+ zl2 POWER Supply (Support/Subscription) covered with Lifetime warranty	N/A
1100W PoE+ POWER Supply (Separate Item) J9829A	$550.83
1100W PoE+ POWER Supply (Support/Subscription) covered with Lifetime warranty	N/A
UPS Extended warranty p /year (Support/Subscription)	N/A
UPS Extended warranty 2 years (Support/Subscription) 3WEPSI5-2200	$89.94

EXHIBIT 2

State of Florida Affidavit
Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: United Data Technologies, Inc.

Event Name: FY21-188-Structure Cabling & Enterprise Networking (E-rate) Date/ Time: 12/11/2025

Vendor FEIN: 65-0566138

Vendor's Authorized Representative Name and Title: Jesus Pena, EVP

Address: 2900 Monarch Lakes Blvd., Suite 300, Miramar, FL 33027

City: Miramar State: FL Zip Code: 33027

Phone Number: 954-308-5100 Email Address: legalsupport@udtonline

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: Jesus Pena

AUTHORIZED SIGNATURE

Print Name and Title: Jesus Pena, EVP Date: Dec 11, 2025

EXHIBIT B

SBBC updated 7-28-29

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

UNIVERSAL CABLING SYSTEMS, INC.
(hereinafter "VENDOR"),
a Florida for-profit corporation,
whose principal place of business is
914 Fern Street, West Palm Beach, Florida 33401

Each a "Party" and collectively the "Parties"

RECITALS

A. **WHEREAS**, SBBC issued Request for Proposal, identified as RFP FY21-188, Structured Cabling & Enterprise Networking (E-rate), dated October 2, 2020 and Addendum No. 1, dated October 6, 2020 (collectively, the "RFP"), attached hereto and incorporated by reference as **Exhibit 1**; and

B. **WHEREAS**, SBBC and VENDOR entered into an Agreement that commenced on December 29, 2020, and expires on June 30, 2026, ("Agreement") for Structured Cabling & Enterprise Networking (E-rate) under the RFP, which provides for two (2) additional one-year extension periods, attached hereto and incorporated by reference as **Exhibit 2**; and

C. **WHEREAS,** SBBC and VENDOR mutually desire to amend certain provisions of the Agreement and exercise the first of the two (2) options to extend the Agreement term for a one-year period, from July 1, 2026, through June 30, 2027, through this First Amendment to Agreement ("First Amendment").

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

ARTICLE 1 - RECITALS

1.1 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.2 **Term of Agreement**. Pursuant to Section 2.01 (Term of Agreement), the term of the Agreement is hereby extended from July 1, 2026, through June 30, 2027, unless terminated earlier pursuant to Section 3.05 (Termination) of the Agreement.

1.3 **Amended Provisions**. The Parties hereby agree to the following amended provisions to the Agreement:

1.3.1 Provisions 2.18 and 2.19 are **added** to the Agreement by interlineation as follows:

2.18 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute ("Affidavit"). VENDOR's executed Affidavit attached hereto is incorporated into the Agreement by reference as **Exhibit B**. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.19 **Entities of Foreign Concern**. The provisions of this section apply only if the Agreement provides access to an individual's personal identifying information. By execution of the Agreement, the undersigned authorized representative of VENDOR hereby attests under penalty of perjury as follows: VENDOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in VENDOR; and the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated therein are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

1.3.2 Provision 2.11 **replaces** the respective provision in the Agreement by interlineation as follows:

2.11 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to per-form the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records re-quired by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELAT-ING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5 RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLOR-IDA 33301.

1.4 **Order of Precedence Among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

First:	This First Amendment; then
Second:	The Agreement; then
Third:	The RFP; then
Fourth:	Addenda No. 1; then
Fifth:	VENDOR's Proposal in response to the RFP.

1.5 **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.6 **Authority**. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: The School Board of Broward County, Florida, signing by and through its Chair or Vice Chair, authorized to execute same by School Board action at its Regular School Board Meeting, and by Universal Cabling Systems, Inc., signing by and through its authorized representative.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2025.12.12 12:28:43 -05'00'
_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

UNIVERSAL CABLING SYSTEMS, INC.

Signature: _____

Corporate Secretary Signature

Print Name: Ronald Dubeau

Title: President

-OR-

Date: 12/12/25

Witness Signature

Ryan VanSon
Print Name

Witness Signature

Krista Olson
Print Name

[THIS SPACE IS INTENTIONALLY LEFT BLANK; EXHIBITS FOLLOW]

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

The School Board of Broward County, Florida

Donna P. Korn, Chair
Dr. Rosalind Osgood, Vice Chair

Heather Brinkworth
Lori Alhadeff
Robin Bartleman
Patricia Good
Laurie Rich Levinson
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

10-02-2020

SUBJECT: **Instructions to Proposers**
Request for Proposals (RFP): FY21-188 - Structured Cabling & Enterprise Networking (E-rate)

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals in response to the attached RFP for Structured Cabling & Enterprise Networking (E-rate). OUT OF AN ABUNDANCE OF CAUTION, FY21-180 IS BEING CANCELED AND A NEW E-RATE FORM 470 RELEASED FOR THE REPLACEMENT FY21-188. SOME QUESTIONS/ANSWERS RECEIVED AS PART OF FY21-180 ARE BEING INCLUDED IN SECTION 9 OF THIS RFP. Any questions regarding this RFP should be addressed to Harmoni Clealand, in writing via e-mail to harmoni.clealand@browardschools.com. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 7.45) shall take effect. Any Proposer, or Lobbyist for a Proposer, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent.

No other School Board or staff member(s) should be contacted in relation to this RFP. Any information that amends any portion of this RFP, which is received by any method other than an Addendum issued to the RFP, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the RFP, carefully read all portions of the RFP document, paying particular attention to the following areas:

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (See Section 4.3.4 & Attachment A)
SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal. **For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit** http://www.browardschools.com/sdop.

- **REQUIRED RESPONSE FORM**

Section 1, Required Response Form must be completed in full and executed by an authorized representative.

- **PROPOSAL SUBMITTAL FORMAT**

Proposers are requested to organize their proposals in accordance with Section 4. SBBC reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in Section 4.

- **DUE DATE**

Proposals are due in the Procurement & Warehousing Services Department on the date and time stated in Section 2. In order to have your proposal considered, it must be received on or before the date and time due. Proposals received after 2:00 p.m. ET on date due will not be considered.

- **E-rate**

Proposers can also download all documents within the E-rate Productivity Center (EPC) as outlined by the Universal Service Administration Company (USAC) / EPC web portal located at: https://portal.usac.org/suite

- **STATEMENT OF "NO BID"**

If you are **not** submitting a proposal in response to this RFP, please complete **Attachment N**, Statement of "No Bid" and return via e-mail to harmoni.clealand@browardschools.com.

Thank you in advance.

Harmoni Clealand
Purchasing Agent IV

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EXHIBIT 1

The School Board of Broward County, Florida
PROCUREMENT AND WAREHOUSING SERVICES
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

REQUEST FOR PROPOSAL
(RFP)

DUE DATE: Proposals must be submitted to the **Procurement & Warehousing Service Department,** The School Board of Broward County, Florida, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 **on or before 2:00 p.m. Eastern Time (ET)**:

11/4/2020

and plainly marked with the RFP number and title. **Proposal(s) received, after the date and time stated above, shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.

RFP NO.:	RELEASE DATE:	PURCHASING AGENT:
FY21-188	**10/2/2020**	Harmoni Clealand harmoni.clealand@browardschools.com

RFP TITLE:

STRUCTURED CABLING & ENTERPRISE NETWORKING (E-RATE)

Note: Pricing should be submitted in a sealed envelope along with, but separate, from the remainder of the proposal.

One complete, original hard-copy proposal (clearly marked as such), and **one complete, original electronic version** (both clearly marked as "original") will constitute the original governing documents. The electronic version in PDF on a Flash Drive must be **IDENTICAL** to the original proposal, of the RFP proposal, including this **REQUIRED RESPONSE FORM** fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between **the original** hard-copy proposal and the copies, the **original** hard-copy proposal will be the governing document. Proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a **SEALED** (envelope, package, box, etc.) with the RFP number and **title clearly typed** or written on the front of the envelope, package, box, etc.

SECTION 1 – REQUIRED RESPONSE FORM

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.1.3).

Proposer's (Company) Name and state "Doing Business As", where applicable:	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. ☐ Check this box if address is the same as stated on the left.
Address:	P.O. Address:
City:	City:
State: Zip Code:	State: Zip Code:
Telephone Number:	Proposer's Taxpayer Identification Number:
Contact Person:	Contact Telephone Number:
Contact Person's E-Mail Address:	
E-Mail Address for PO:	

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (Proposer) proposal and am authorized by Proposer to do so. Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate. Proposer agrees to complete and unconditional acceptance of the contents of all pages in this Request for Proposals (RFP), and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted.

_____ _____

Signature of Proposer's Authorized Representative Date

_____ _____

Name of Proposer's Authorized Representative Title of Proposer's Authorized Representative

Please sign all originals in blue ink.

EXHIBIT

SECTION 2 – CALENDAR

Friday, October 2, 2020	Release of RFP FY21-188
Monday, October 5, 2020	Written questions due on or before 5:00 p.m. ET
Tuesday, October 6, 2020	SBBC to post answers to Proposer's questions via Addendum posted to DemandStar and E-rate's Productivity Center (EPC).
Wednesday, November 4, 2020**	Proposals due on or before 2:00 p.m. ET to Procurement & Warehousing Services Department in TSSC Building Address below – 3rd Floor
Thursday, November 12, 2020**	Evaluation Committee(s) review proposals and make recommendation for award. Meeting to be held at: Procurement & Warehousing Services Department in TSSC Building Address below – 3rd Floor; Bid Rooms 1-4 TIMES: 8:30 a.m. – 12:30 p.m. Group 1 1 p.m. – 5 p.m. Group 2
To Be Announced (TBA)	Posting of Award Recommendation Tabulation posted to DemandStar and E-rate's Productivity Center (EPC)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Procurement & Warehousing Services Department
Technical Support Services Center (TSSC)
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

NOTE: If you plan to attend the public meetings or hand-deliver your proposal, please arrive at the TSSC building early enough to find a parking spot, hike to the building, sign in at the Security Desk (remember to bring your photo ID!) and get to the 3rd Floor.

***These are public meetings. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

EXHIBIT A

SECTION 3 – INTRODUCTION AND GENERAL INFORMATION

3.1 INTRODUCTION: The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive proposals for structured cabling and enterprise network systems (E-Rate) as described herein. SBBC seeks a partner to ensure the success of our main objective, which is to effectively support student achievement by providing a communications infrastructure that is reliable, scalable, upgradeable and cost-effective. This RFP relates to design, implementation, monitoring, managing and maintaining the following systems:

Group #	Group Title	Group Description
1	Structured Cabling	Goods and services required to build and maintain low voltage voice, video and data cabling systems
2	Enterprise Networking	Goods and services required to install and maintain the electronics needed to provide access to the Internet and other digital resources for computers and other peripherals on school campuses and District offices. Includes Local Area Networks and Wireless Local Area Networks.

SBBC will apply for Universal Service Funds discounts where possible as allowed for by E-Rate rules and in conformance with SBBC business practices. The E-Rate program provides discounts on a variety of eligible goods and services needed to connect SBBC's students and staff to each other and the vast world of digital resources available across the Internet. Proposer is required to be a registered service provider with Schools and Libraries Division and be an active participant in the E-RATE program for the duration of the contract. Additional information on E-Rate is available at http://www.usac.org/sl/ .

See RFP Section 8 for Scope of Work and Performance Specifications.

3.2 QUESTIONS AND INTERPRETATIONS: Any questions concerning any portion of this RFP must be submitted, in writing, to Harmoni Clealand**, Procurement & Warehousing Services Department,** via e-mail harmoni.clealand@browardschools.com. Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers via DemandStar and the E-rate Productivity Center (EPC). No information given in any other matter will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET 10/5/2020**. Questions received after this date and time will be responded to with, "I'm sorry, but the question and answer period has concluded". Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

3.3 CONTRACT TERM: The purpose of this RFP is to establish a contract beginning December 29, 2020 through June 30, 2026. In the event that the Proposer identified for award is NOT the incumbent, the contract may commence earlier, to allow for a transition period. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All costs and minimum discount percentages shall be firm for the term of the contract. The Proposer agrees to this condition by signing its proposal.

3.4 PRICE ADJUSTMENTS: Prices offered shall not increase through the contract term. E-rate will not reimburse for price increases, therefore pricing cannot increase during the term of the contract. The E-rate program does allow price decreases during the term of the contract upon mutual agreement of the parties. The Proposer agrees to this firm pricing condition by signing its proposal. For vendors on State contract, if the price of the State contract for like equipment falls below the contract price with SBBC, SBBC is charged the lower price. Refer to Section 7.53 of this RFP for additional information.

3.5 SUBMITTAL OF PROPOSAL: Submit proposals in accordance with Section 4. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the proposal evaluation process, special

attention should be paid to organizing proposals in a manner consistent with Section 4. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 4 or that does not include any necessary information.

3.6 **EVALUATION AND AWARD:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP in order to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of entire proposal and shall not be considered for further evaluation. Those proposals which meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. **General Condition 7.1, Liability, is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive."**

All responsive proposals will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4 and in accordance with the evaluation criteria established in Section 5 for Category a.) Experience and Qualifications and Category b.) Scope of Work. Category c.) Minority/Women Business Participation will be evaluated and scored by the SBBC's Supplier Diversity & Outreach Program staff and Category d and e.) Cost of Services will be determined by mathematical calculation. Based upon the evaluation of proposals, the Committee will recommend Proposer(s) to SBBC for award. The number of firms to be recommended is solely at the discretion of the Committee.

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SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.1 **PROPOSAL FORMAT:** In order to maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below. Include all information requested herein in your proposal.

IMPORTANT NOTE: Each Group will be scored and awarded independently; therefore, it is critical for Proposers to provide proposals that respond to all the items below for each group submitting a proposal for. Proposers should provide one complete proposal for each group.

4.1.1 **REQUIRED RESPONSE FORM:** (Section 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.

4.1.2 **TABLE OF CONTENTS:** Include a clear identification of the material by section and by page number.

4.1.3 **LETTER OF TRANSMITTAL:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

4.1.4 State under what other or former name(s) the Proposer is currently operating under or has operated under.

4.1.5 **NOTICE PROVISION**: Should your firm become an Awardee under this RFP, please specify the name and address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:

Name/Title and Address of Awardee's Representative for Notices:

_____

_____

With a Copy To: (Name/Title and Address)

_____

_____

SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation.

4.2 **MINIMUM ELIGIBILITY:** In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the proposal. **Failure to provide the information requested below will result in the disqualification of proposal.** The Proposer is responsible for providing the following information in its response.

4.2.1 **FOR ALL GROUPS:** Proposer must meet or exceed the requirements of Section 7.1, Liability. Will your company meet or exceed the requirements as written in Section 7.1 for this contract?
☐ Yes ☐ No **Do not check both boxes.**

4.2.2 **FOR ALL GROUPS:** The following forms must be completed and submitted with your proposal:
☐ Section 1 – Required Response Form
☐ Attachment A – SDOP Forms (if applicable)
☐ Attachment B – Conflict of Interest
☐ Attachment C – Florida Bidder's Preference Form
☐ Attachment D – Debarment Form
☐ Attachment E – Customer References Form
☐ Attachment F – Supplier References Form
☐ Attachment G – Excel Spreadsheets

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4.2.3 **FOR ALL GROUPS:** At the time of bid opening, proposer must be registered with the FCC / E-Rate program, and have a current SPIN number. Enter SPIN ID of your firm here: _____

4.2.4 **FOR ALL GROUPS:** In accordance with E-rate guidance, SBBC will accept equivalent equipment to the reference equipment listed in the RFP. Proposer must provide three (3) customer references (preferably K-12 and/or Higher Ed.) currently being served, or served within the past three (3) years. Responders whom are recommending alternative equipment solutions than the ones provided as examples existing within SBBC, need to provide equipment manufacturer references demonstrating that the suggested solutions equipment was deployed at a large scale (over 2,000 switches) K12 environment across the USA within the last three (3) years. Customer contacts need to be provided with such references for verification purposes. Utilize **Attachment E**. Complete a separate form for each bidding Group. For clarity: if a Proposer is submitting proposals for both Group 1 and 2, they must complete **Attachment E** for Group 1 and Group 2 (two (2) different forms).

4.2.5 **FOR ALL GROUPS:** Proposer must provide a minimum of three (3) major suppliers as references. Major suppliers means: Primary supplier with whom the Proposer currently conducts business and with whom they have accounts in good standing. Utilize **Attachment F**.

4.2.6 **FOR ALL GROUPS:** Proposer must have a local presence in Broward, Dade or Palm Beach County. Local presence, for the purpose of this RFP, is defined as having a local office and service center / warehouse. Provide local address:

_____

4.2.7 **FOR GROUP 1:** Proposer must indicate their SBBC Construction Pre-Qualification status:
☐ Proposer is Pre-Qualified ☐ Proposer is NOT Pre-Qualified **Do not check both boxes.**

4.2.8 **FOR GROUP 1:** At the time of bid opening, proposer must have Legrand Ortronics Certified Installer Plus or better certification and BICSI Corporate Membership and agrees to maintain through the term of this contract, if awarded. Include copies of certification and list membership number(s) here:

_____

4.2.9 **FOR GROUP 1:** Proposer must have Registered Communications Distribution Designer (RCDD) certification at the time of bid opening and agrees to maintain RCDD in good standing through the term of this contract, if awarded. Include copies of certification and list membership number(s) here:

_____

4.2.10 **FOR GROUP 1:** At the time of bid opening, Proposer must have a valid and current Florida State Specialty Contractor (low-voltage) license in good standing and agrees to maintain this license through the term of this contract, if awarded. Provide license number below and include copy of license with proposal.

_____

4.2.11 **FOR GROUP 2:** Proposers must have local repair station (local is within the tri-county (Miami-Dade, Broward or Palm Beach) area). Provide name and address for local repair station below:

_____

4.2.12 **FOR GROUP 2:** Proposer must be authorized by the manufacturer of the network equipment components being proposed to resell and perform installation professional services at the suggested manufacturer's standards level. Documentation in the form of a letter from the manufacturer shall be submitted with proposal or within 24-hours of request by SBBC. If Proposer is the manufacturer, include a letter stating such and specify your firm's capabilities (sell, install etc.).

4.3 **EVALUATION CRITERIA:** This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation criteria established in Section 5 for proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating proposal submitted. Proposers are requested to respond in the format and organizational structure stated and to refrain

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from including promotional or advertising materials in their proposal. The maximum allowable points (See Section 5) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire proposal.

4.3.1 **PROPOSER'S EXPERIENCE & QUALIFICATIONS**
(Group 1 maximum 23 points and Group 2 maximum 27 points):

4.3.1.1 Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of RFP.

4.3.1.2 Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

4.3.1.3 Proposers must describe the structure of their company and list company / corporate principals and/or officers. Proposers must provide Articles of Incorporation as evidence of their years in business.

4.3.1.4 Proposers must describe their company's ongoing training program to ensure employee safety. Proposers are requested to submit OSHA forms 300A and Workers Compensation MOD scores from the previous three (3) calendar years.

4.3.1.5 Show satisfactory evidence detailing a fully equipped service organization capable of furnishing adequate installation and service to SBBC structured cabling or enterprise network equipment services including replacement parts. Detail the capability to offer a service contract for the maintenance of the system after the guarantee period.

4.3.1.6 Proposers must describe their years in business and highlight the number of those in which they have had active contracts with K-12 School District(s). Additionally, Proposers must describe the market share position of solutions submitted for mandatory cost proposal evaluation.

4.3.1.7 Describe your experience in handling and servicing technology enterprise infrastructure environments similar to SBBC (K-12, more than 250 sites, student population 250,000). Proposer must also provide:
- List of major projects currently being executed or recently completed
- List of school Districts that utilize the company's services in above capacity
- Description of the largest project(s) successfully completed by the Proposer within the last 24-36 months.

4.3.1.8 Proposer's references (for more information, see sections 4.2.4 and 4.2.5).

4.3.1.9 Describe any and all "value added" aspects, goods or services that are included if awarded this RFP. A value-added example may be that your company has great customer service and experience in assisting with E-Rate Program Integrity Assurance (PIA), audit, and reimbursement filings.

4.3.2 **SCOPE OF WORK (Group 1 maximum 25 points and Group 2 maximum 27 points):** The Scope of Work contains minimum requirements. By providing proposal, Proposer agrees to comply with all Scope of Work, Technical and Performance Specifications. See **SECTION 8 - SCOPE OF WORK** and complete the included Excel Spreadsheet scope checklist. If needed, Proposers should use additional documentation, taking care to label document according to the numbering scheme in Section 8 (ie: item 8.5.4) to provide supplemental information, pictures, screen shots etc.

4.3.3 **E-RATE ELIGIBLE PRODUCTS & SERVICES PRICING (Group 1 maximum 32 points and Group 2 maximum 29 points):** Proposers must complete the pricing spreadsheet for the RFP that is included as a partially locked Microsoft EXCEL spreadsheet on DemandStar and E-rate Productivity Center (EPC) with this RFP (See **Attachment G** - Excel Spreadsheets). Failure to complete the pricing spreadsheet may result in the disqualification of the proposal. The Excel

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pricing sheet specifies the exact cell which will be used for score calculation purposes. Proposer may submit at their option, separate from the spreadsheets, a statement of value-added and/or cost-reducing procurement options for information purposes only.

The quantities listed on the Excel pricing sheets are reflective of our current configuration and stated for comparison purposes only. Actual quantities ordered throughout the contract period may be greater or less, but shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period, in as few as one item each may be ordered at one time.

Distribution of points will be calculated by dividing the total cost offered by each Proposer by the lowest cost submitted. That percentage will be multiplied by the maximum amount of points allotted for the criteria. For example, Proposer A submits the lowest total cost of $10,000 and Proposer B submits a total cost of $15,000. Therefore, Proposer A would receive **10** points, which is the maximum number of points allotted for the criteria. Proposer B would earn **3.3** points based on the following calculation: ($10,000/$15,000) = 67% x 35 maximum points = 6.7 points less.

4.3.4 **E-RATE INELIGIBLE PRICING (Group 1 maximum 5 points and Group 2 maximum 2 points):** Proposers must complete the pricing spreadsheet for the RFP that is included as a partially locked Microsoft EXCEL spreadsheet on DemandStar and E-rate Productivity Center (EPC) with this RFP (See **Attachment G -** Excel Spreadsheets). Failure to complete the pricing spreadsheet may result in disqualification of the proposal. The Excel pricing sheet specifies the exact cell which will be used for score calculation purposes. Proposer may submit at their option, separate from the spreadsheets, a statement of value-added and/or cost-reducing procurement options for information purposes only.

The quantities listed on the Excel pricing sheets are reflective of our current configuration and stated for comparison purposes only. Actual quantities ordered throughout the contract period may be greater or less, but shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period, in as few as one item each may be ordered at one time.

Distribution of points will be calculated by dividing the total cost offered by each Proposer by the lowest cost submitted. That percentage will be multiplied by the maximum amount of points allotted for the criteria. For example, Proposer A submits the lowest total cost of $10,000 and Proposer B submits a total cost of $15,000. Therefore, Proposer A would receive **10** points, which is the maximum number of points allotted for the criteria. Proposer B would earn **3.3** points based on the following calculation: ($10,000/$15,000) = 67% x 35 maximum points = 6.7 points less.

4.3.5 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (Maximum 15 allowable points):** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program and Guidelines. S/M/WBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330. **SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL:** broward.k12.fl.us/sbbcpolicies.

Nondiscrimination:
Each Proposer hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Proposer on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Proposer agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES
The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which M/WBE industry-specific remedial programs shall be applied to this solicitation and resulting contract:
The Affirmative Procurement Initiative (API) implemented in this solicitation is:

Group 1: The M/WBE Subcontracting Program
Group 2: The Voluntary M/WBE Distributorship Development Program

Group 1:

The M/WBE Subcontracting Program in accordance with SBBC Policy No. 3330, Section E.4.c: "Under this Program element, the GSC may, on a contract-by-contract basis, at its discretion, require that a predetermined percentage of a specific professional services contract, up to forty percent (40%) be subcontracted to eligible M/WBEs. Factors to be considered by the GSC in making this determination shall include the relative availability of M/WBE firms to perform commercially useful functions on the specific contract".

The Proposer must commit to subcontracting five percent (5%) or more of the total contract value to an SBBC Certified M/WBE. (Ancillary services performed by an SBBC Certified MWBE will be counted towards the solicitations goal.)

It is the responsibility of the Proposer to provide evidence of subcontractors SBBC-Certification:

a. **SBBC M/WBE Certificate or**
b. **SBBC Letter of M/WBE Certification**

Proposers committing to participation in the M/WBE Subcontracting Program will be awarded up to a maximum of ten (10) points based on the Evaluation Table for Group 1. The proposer shall identify each SBBC-Certified M/WBE firm that will be utilized by completing the **Form 00470** Statement of Intent to Perform as an M/WBE Subcontractor and **Form 00475** Subcontractor Participation Schedule (see Attachment A).) **SBBC M/WBE Certificate** or **SBBC Letter of M/WBE Certification must also be included**.

NOTE: **M/WBE Proposer who are self-performing must identify themselves by completing Form 00470 and 00475**. **SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included**. The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and dollar. Forms 00470 and 00475 must be submitted with the bid/proposal.

Group 2:

The Voluntary M/WBE Distributorship Development Program: In accordance with SBBC Policy No 3330, E.6.c, the GSC encourages manufacturers to establish authorized dealerships or distributorships with M/WBE suppliers of their products on a non-discriminatory basis.

Based on the Manufacturers Certification established in this solicitation, Proposer must be an authorized dealer to sell, warranty, and service that manufacturer's product. The manufacturer must execute the applicable part of the document, and the Proposer must also execute the applicable part. The certification must be returned with the bid in time for bid opening or upon request. Failure to submit the completed certification shall result in the disqualification of bid submitted. A separate document shall be completed by each manufacturer whose product is offered by the Proposer.

Proposers participating in the Voluntary M/WBE Distributorship Development Program will be awarded fifteen (15) Points. If participating with SBBC Certified M/WBE firm(s) at the time of submission

Proposer **who are SBBC Certified M/WBEs and are authorized dealer to sell, warranty, and service that manufacturer's product may participate in the Voluntary M/WBE Distributorship Development Program by completing the Statement of Intent, Form #00470, and SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included**.

Also, Proposers having dealer(s) who are SBBC Certified M/WBEs may fulfill the voluntary participation goal on this contract by completing the Statement of Intent, Form #00470, and SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included.

The M/WBE distributor shall perform a commercially useful function on behalf of the SBBC. When the API is applied by the GSC to a commodities solicitation, the SDOP shall review the distributorship agreements of the selected manufacturer that accepts the incentives as part of its bid to ensure that the terms of the designated authorized M/WBE's distributorship agreement are similar to that of non- M/WBE distributors for that manufacturer.

Incentives ***may*** include one or more of the following listed below:

1. Accelerated payment terms of invoices for payment from the SBBC within fifteen (15) days of receipt of goods and invoices.
2. Or two (2) or three (3) additional option years in supply contracts that may be exercised by the SBBC when the manufacturer sells its products through its authorized M/WBE distributorship and demonstrates that its

distributorship with that M/WBE vendor is established and operated in a non- discriminatory fashion as compared to its other distributorships.

The Proposer must utilize SBBC Certified M/WBEs to fulfill the participation goal on this contract; the M/WBE firms shall be certified by SBBC at the time of bid and the remaining time of the contract. For information on M/WBE Certification, contact the SBBC Supplier Diversity Outreach Program Office at 754-321-0550 or visit browardschools.com/Page/39992. It is the Proposer's responsibility to ensure it is compliant with these requirements and deadlines by contacting the PWS to verify the Vendor's current Certification status or to obtain the applicable certification. A certified firm must provide a commercially useful function for a project and may not act as a broker. A certified firm that seeks to act as a broker or a Vendor that does not provide a commercially useful function on a project shall be subject to removal or decertification by SDOP.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority, and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. The current list of SBBC S/M/WBE-Certified firms can be viewed at browardschools.com/Page/46981.

Group 1: Failure of a proposer to commit and submit as required in the solicitation to satisfying the **M/WBE Subcontracting Program** shall render its response non-responsive to the MWBE requirements.

Group 2: At the time of the bid submittal, the Proposer shall identify its intent to participate in the **Voluntary M/WBE Distributorship Development Program** by using the following form: Statement of Intent, Form #00470.

Please go to the following link to view the current list of SBBC-Certified firms: browardschools.com/Page/46981.

Penalties and Sanctions
In the absence of a waiver granted by the SDOP or the self-performance of a portion or all of the M/WBE subcontracting goal by a certified M/WBE proposer, the failure of a proposer to attain a subcontracting goal for M/WBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with the SBBC, or by law pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

Suspension
The temporary stoppage of an M/WBE firm's beneficial participation in the District's SDOP for a finite period of time due to cumulative contract payments the M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section (7) of the Standard Operating Procedures for this Policy or pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

M/WBE INFORMATION: Proposals will be evaluated based on the evaluation criterion 4.3.5.1		**Maximum Points**
4.3.5.1	**GROUP 1 Evaluation** A maximum of fifteen (15) points, as described in the Evaluation Points Table, will be awarded for Group 1. **Proposers committing to participation in the M/WBE Subcontracting Program will be awarded up to a maximum of ten (10) points based on the Evaluation Table for Group 1.** (Ancillary services performed by an SBBC Certified MWBE will be counted towards the solicitations goal.) The proposer shall identify each SBBC-Certified M/WBE firm that will be utilized by completing the *Form 00470* - Statement of Intent to Perform as an M/WBE Subcontractor - and *Form 00475* - Subcontractor Participation Schedule - (see **Attachment A**). **SBBC M/WBE Certificate or SBBC Letter of M/WBE Certification must also be included.** The Statement of Intent submitted with the proposal reflects the intent of the parties, both prime and subcontractor, to establish a business relationship. Additionally, it will detail the type of work and percentage/dollar amount of work that the subcontractor will perform.	**15**

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	SBBC Certified M/WBE Proposers who are *self-performing* will be awarded Five (5) Evaluation preference points. The M/WBE Proposer must identify itself by completing the Form 00470 and 00475 in order to be awarded Preference Points (see **Attachment A**.) **SBBC M/WBE Certificate or SBBC Letter of M/WBE Certification must also be included.** The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and percentage/dollar amount to perform. (All SBBC Certified S/M/WBEs are considered M/WBEs.) Additional points will be awarded *IF* the M/WBE Prime choose to subcontract a percentage of the total contract value to an SBBC Certified M/WBE Firm(s), as described in the Evaluation Points Table. Indicate the extent and nature of the firm's work with specificity, as it relates to the services as described in this RFP. Provide proof, in writing, that the M/WBE proposer is certified by The School Board of Broward County (SBBC), Florida (SBBC M/WBE Certificate or SBBC Letter of M/WBE Certification). Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. If you are not a SBBC Certified M/WBE Proposer state N/A on the form and return it with your Proposal.	
	GROUP 2 Evaluation **Proposers participating in the with the Voluntary M/WBE Distributorship Development Program will be awarded fifteen (15) Points. If participating with SBBC Certified M/WBE firm(s) at the time of submission** **Proposers who are SBBC Certified M/WBEs and are authorized dealer to sell, warranty and service that manufacturer's product, may participate in the Voluntary M/WBE Distributorship Development Program by completing the Statement of Intent, Form #00470. Also, Proposers having dealer(s) who are SBBC Certified M/WBEs may fulfill the voluntary participation goal on this contract by completing the Statement of Intent, Form #00470, and SBBC M/WBE Certificate or SBBC Letter of M/WBE Certification must also be included.** Indicate the extent and nature of the firm's work with specificity, as it relates to the services as described in this RFP. Provide proof, in writing, that the subcontracting M/WBE firms are certified by The School Board of Broward County (SBBC), Florida. Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. **If you are not participating in the Voluntary M/WBE Distributorship Development Program, state N/A on the form and return it with your Proposal.**	**15**
	MAXIMUM POINTS TO BE AWARDED FOR EACH GROUP	**15**
	*If awarded, the Awardee will be required to submit *Form 00485* - Small Minority or Women Business Enterprise (S/M/WBE) Monthly Utilization Report (Utilization Report) (see **Attachment A**) to the Supplier Diversity Outreach Program Office which will track payments made. The timing of the Utilization Report shall coincide with invoice submission. **State your willingness to comply with this requirement.**	Yes ☐ No ☐

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SECTION 5 – EVALUATION OF PROPOSALS

5.1 **SCORING:** The Committee, shall evaluate all proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Liability, according to the following criteria. Each group shall be scored independently.

GROUP 1 – Structured Cabling	**MAXIMUM POINTS**
A. Experience and Qualifications	23
B. Scope of Work	25
C. Supplier Diversity & Outreach Program	15
D. E-rate Eligible Products/Services Pricing	32
E. E-rate Ineligible Products Pricing	5
GROUP 1 TOTAL	**100**

(*)SBBC shall award a maximum of fifteen (15) points for S/M/WBE Participation as listed in the *15-Point Table for* S/M/WBE *Participation* below. At the time the proposal is submitted, the Proposer in Group 1 shall identify all S/M/WBE firms, which will be utilized as subcontractors by completing the *Form 00470* and *Form 00475*, and **SBBC M/WBE Certificate** or **SBBC Letter of M/WBE Certification must also be included**

Group 1 Evaluation Preference Point Table

5 Points for M/WBE Prime Participation (Self-Performance)

Up to 10 Points for Participation in the M/WBE Subcontracting Goals Program	
Percentage of Total Contract Value	**Assigned # of M/WBE Preference Points**
≤ 5%	**0**
≥ 6% – ≤ 15%	**5**
≥ 16% – or more	**10**

*5% is the minimum stated goal. No points are awarded for committing to the minimum goal.

GROUP 2 – Enterprise Networking	**MAXIMUM POINTS**
A. Experience and Qualifications	27
B. Scope of Work	27
C. Supplier Diversity & Outreach Program	15
D. E-rate Eligible Products/Services Pricing	29
E. E-rate Ineligible Products Pricing	2
GROUP 2 TOTAL	**100**

Group 2, Bidders who are SBBC Certified M/WBEs and are authorized dealers to sell, warranty, and service that manufacturer's product, may participate in the Voluntary M/WBE Distributorship Development Program by completing the Statement of Intent, Form #00470. Also, Bidders having dealer(s) who are SBBC Certified M/WBEs may fulfill the voluntary participation goal on this contract by completing the Statement of Intent, Form #00470. **SBBC M/WBE Certificate** or **SBBC Letter of M/WBE Certification must also be included**

Group 2 Evaluation Preference Point Table

15-Point Table for M/WBE Participation	
GROUP 2: Voluntary M/WBE Distributorship Development Program	15 Points

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Note: Evaluation points for "Category C" shall be provided by the Supplier Diversity & Outreach Program Office.

Once awarded, Proposer is required to submit the Monthly Utilization Report Form, #00485. Proposer must also adhere to Section 9 and 13 of the SDOP Standard Operating Procedures, which is available at browardschools.com/Page/32544.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority, and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. The current list of SBBC S/M/WBE-Certified firms can be viewed at browardschools.com/Page/46981.

5.2 **EVALUATION PROCESS:** **Failure to respond, provide detailed information or to provide requested proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one responsive proposal is received, the Committee will proceed without scoring the one responsive proposal and may negotiate the best terms and conditions with that sole Proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C."** The evaluation processes will be conducted in sequential steps as described below. Evaluation of proposals will be based on an average of the Evaluation Committee Member's points (for sections evaluated by a committee).

STEP 1: MINIMUM ELIGIBILITY: Each proposal will be evaluated by SBBC's Procurement & Warehouse Services Department to determine if the proposal meets the minimum eligibility requirements as listed for the RFP in Section 4.2. Proposals that fail to meet the minimum eligibility requirements as stated for the RFP will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a voting member of the Committee.

STEP 2: S/M/WBE EVALUATION: Representatives of SBBC's Supplier Diversity and Outreach program will assign point values for the S/M/WBE information supplied in RFP in accordance with Section 4.3.5 and the information requested and described further in **Attachment A**. The individual responsible for this portion of the evaluation is not a voting member of the Committee.

STEP 3: COMMITTEE EVALUATION: This step evaluates the strengths of the companies that have responded to the RFP. The Committee will score the proposals on the basis of Proposer Experience & Qualifications in accordance with Section 4.3.1 and Scope of Work responses in accordance with Sections 4 and 8. The technical evaluation will be performed by this Committee, including evaluating alternative product offerings in accordance with Section 8.3.20. The District, at its sole discretion, shall determine if any alternative product options comply with the requirements of this RFP.

STEP 4: PRICING EVALUATION: SBBC's Procurement & Warehousing Services Department will reveal the point values assigned to the cost proposals submitted by each Proposer in accordance with the procedures outlined in Section 4.3.3 and 4.3.4 The individual responsible for this portion of the evaluation is not a voting member of the Committee.

STEP 5: SCORE COMPUTATION: All scores will be calculated (sections scored by the committee will be averaged) and combined for a grand total.

5.3 **ORAL PRESENTATIONS:** The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. Presentations, if required, will be part of the evaluation process.

5.4 **COMMITTEE'S RECOMMENDATION:** Based upon Section 5.1, the Committee, at its sole discretion, may commence negotiations with selected Proposer(s). The Committee reserves the right to negotiate any term, condition, specification, or price (other than Section 4.2 and Section 7.1) with a selected Proposer(s). In the event that mutually agreeable negotiations cannot be reached with a Proposer, the Committee may negotiate with the next ranked Proposer(s), and so forth. An impasse may be declared by the Committee at any time. The Committee will make a recommendation to the Superintendent. The Superintendent may choose to post the recommendation as its intended action of the District in accordance with Section 120.57(3) Florida Statutes or the Superintendent may choose to return the recommendation to the Committee for further deliberations consistent with the RFP.

5.5 **AWARD:** SBBC intends to make an award only to the Proposer(s) that have complied with the terms, conditions and requirements of the overall RFP. Each Group will be awarded independently. Based on SBBC's needs, a Primary Awardee and Alternate Awardee(s) shall be recommended for award for each Group. The After the conclusion of negotiations, the recommended awards would be made for the goods and services sought in the RFP in accordance with the terms of negotiations. The awards shall not be a guarantee of business or a guarantee of specified quantities of products or volume of service. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment J**) shall be prepared for execution by the Awardee and The School Board, and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. This Agreement approved by the SBBC's General Counsel will be submitted to SBBC for final approval. **Approval shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on this contract.**

EXHIBIT 1

SECTION 6 – SPECIAL CONDITIONS

6.1 **BID SUBMITTAL:** The complete original hard-copy proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m.** (see Section 2 - Calendar for due date) at the following address in order to be considered. Please utilize **Attachment M**, attaching it to the outside of your package.

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323; Sunrise Florida 33351 ATTN: FY21-188

One complete, original hard-copy proposal (clearly marked as such), and **one complete, original electronic version (both clearly marked as "original")** will constitute the original governing documents. The **electronic version in PDF on a Flash Drive** (which must be identical to the original proposal, **including any supplemental information/marketing materials)**, of the RFP proposal, including the **REQUIRED RESPONSE FORM** (Section 1 of RFP, must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy proposal and the copies, the **original** hard-copy proposal will be the governing document. Proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and title clearly typed or written on the front.

6.2 **JOINT VENTURES:** In the event multiple Proposers submit a joint proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.

6.3 **MINIMUM INSURANCE REQUIREMENTS:**

6.3.1 **GENERAL LIABILITY:** Limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate. Limits not less than $1,000,000 for Products/Completed Operations Aggregate.

6.3.2 **PROFESSIONAL LIABILITY/TECHNOLOGY ERRORS & OMISSIONS:** Limit not less than $1,000,000 per occurrence covering services provided under this Agreement.

6.3.3 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

6.3.4 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

6.3.5 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

6.3.6 **VERIFICATION OF COVERAGE:** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

EXHIBIT 1

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of current status.

6.3.7 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

6.3.7.1 The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

6.3.7.2 All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

6.3.7.3 Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

6.3.8 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement

6.4 AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:

6.4.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing herein after referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.

6.4.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement, shall be reimbursed to SBBC.

6.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.

6.4.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an over payment, the Awardee will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.

6.4.5 If an audit inspection or examination in accordance with this article, discloses over payments (of any nature) to the Awardee(s) by SBBC in excess of ten percent (10%) of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee as well as the over payments by SBBC.

6.5 W-9 FORM: All Proposers are requested to complete their W-9, (see **Attachment H**), and submit with their proposal.

6.6 FLORIDA BIDDER'S PREFERENCE: General Condition 7.2.4 applies to this RFP. ALL Proposers must execute and submit **Attachment C**, Legal Opinion of Bidder's Preference Form to be considered. Proposers from outside the State of Florida must submit a completed and signed legal opinion as specified by Florida Statute 287.084(2). Florida Proposers are not required to

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have an Attorney render an opinion but the Florida Proposer must complete its portion of this form. Failure to submit and execute this form, with proposal, shall result in being considered "non-responsive" and proposal rejected.

6.7 **COPYRIGHT INDEMNIFICATION:** SBBC agrees to notify Awardee promptly in writing of any threatened or pending judicial action brought against SBBC alleging **SBBC's** improper or unlawful use of any of the Services or Awardee Property, including but not limited to its infringement of a valid United States copyright law, patent or regulation (all such claims being referred to collectively herein as "Infringement Claims"). Awardee shall indemnify and defend the SBBC, including its board members, employees, and agents, against any and all of such Infringement Claims at its own expense and will pay (i) the legal fees of counsel engaged to defend SBBC and all of SBBC's related reasonable expenses, (ii) any costs and damages awarded against the SBBC in such action, and (iii) any amount agreed to be paid by SBBC in settlement of such action. Awardee's foregoing obligations are subject to and conditioned upon SBBC's full cooperation with Awardee in the defense of such Infringement Claims.

6.8 **ACCEPTANCE AND REJECTION OF PROPOSALS:**

6.8.1 **ACCEPTANCE:** All proposals properly completed and submitted will be evaluated in accordance with Section 5.1. SBBC reserves the right to reject any or all proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all proposals when it serves the best interest of SBBC.

6.8.2 **TECHNICALITIES:** SBBC also reserves the right to waive irregularities or technicalities in any proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

6.8.3 **REJECTION:** A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:

6.8.3.1 The proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.

6.8.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.3 (see Section 1- Required Response Form).

6.8.3.3 Failure to respond to all subsections within the RFP.

6.8.3.4 Proof of collusion among Proposers, in which case all suspected Proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.

6.8.3.5 The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind, which make the proposal incomplete, indefinite, or ambiguous as to its meaning.

6.8.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

6.8.3.7 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there is sound documented business reasons that serve the best interest of SBBC.

6.9 **VENDOR REGISTRATION:** To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: http://schoolboardofbrowardcounty.supplier.ariba.com/register
Training materials are available via our website at https://www.browardschools.com/Page/39992 (middle of page - if needed).

EXHIBIT 1

SECTION 7 – GENERAL CONDITIONS

7.1 **LIABILITY: This General Condition of the RFP is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".**

7.1.1 By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

7.1.2 By AWARDEE: AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.

7.2 **SEALED PROPOSAL REQUIREMENTS:** The "**Required Response Form**" must be completed, signed and returned with your submitted proposal. To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Request for Proposal opening.

7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting proposal without regard to how a copy of this RFP was obtained.

It is the responsibility of the Proposer to make sure the original proposal matches the proposal copies as requested in the RFP. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.

7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope with the RFP number and name clearly typed or written on the front of the envelope. Proposals must be time stamped in Procurement & Warehousing Services Department **on or before 2:00 p.m. ET on date due** for proposal to be considered. Proposals will be opened at 2:00 p.m. ET on date due. Failure to timely submit such proposal shall disqualify the Proposer and such proposal will be either returned to the Proposer or stored and unopened. NO FAXED PROPOSALS SHALL BE ACCEPTED. **The School Board of Broward County (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**

7.2.3 **EXECUTION OF PROPOSAL:** Proposal must contain an original manual signature (**in blue ink**) of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the Required Response Form. All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the RFP.

7.2.4 **BIDDING PREFERENCE LAWS:** The State of Florida provides a Proposer's preference for Florida vendors for the purchase of personal property. **SERVICES ARE NOT COVERED UNDER THIS REQUIREMENT**. The local preference is five (5) percent. Proposers outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "**Opinion of Out-of-State Bidder's Attorney on Bidding Preferences**" form and must submit this form with the submitted proposal. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Proposers must also complete its portion of the form. Failure to submit and execute this form, with the proposal, shall result in proposal being considered "non-responsive" and proposal rejected. **See Minimum Eligibility Requirements of the RFP**.

7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time stamped in **PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due**. Late proposals shall not be accepted. The address for proposal submittal, including hand delivery and overnight courier delivery, is indicated as: **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704**. The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement and Warehousing Services will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)

7.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.

7.5 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the proposal, the **Unit Price** quoted shall govern. For services, the unit price shall be all- inclusive of services performed.

a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.

b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.

c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this RFP. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.

e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.

7.6 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished with in thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after award of the RFP.

All samples of equipment must adhere to E-rate guidance on gifts and samples. https://www.usac.org/e-rate/applicant-process/competitive-bidding/gift-rules/

Each individual sample must be labeled with the Proposer's name, RFP Number and item number. Failure of the Proposer to either deliver required sample(s) or to clearly identify samples as indicated may be reason for rejection of the proposal item. Unless otherwise indicated in the RFP, sample(s) should be delivered to the Procurement & Warehousing Services Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704.

EXHIBIT 1

7.7 **DELIVERY: ALL DELIVERIES SHALL BE F.O.B. DESTINATION POINT**. **Shipping points offered other than F.O.B. Destination shall be rejected**. Unless actual date of delivery is specified (or specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school District administration is closed.

7.8 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement and Warehousing Services Department as requested in the Conditions of the RFP, Information. If necessary, an Addendum will be issued.

7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Proposal Evaluation Committees evaluate and negotiate all Proposals in accordance with State Statutes 119.071 and 286.0113.

7.10 **AWARDS:** In the best interest of SBBC, the Procurement & Warehousing Services Department reserves the right to withdraw this RFP at any time prior to the time and date specified for the RFP opening. The Evaluation Committee reserves the right to reject any or all proposals received when there are sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or groups of items unless qualified by Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

7.11 **PROPOSAL OPENING:** Proposal opening shall be public, on the date and at the time specified in the RFP. Any proposal(s) received after that time shall not be considered.

7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.

7.13 **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided in the RFP. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by SBBC unless loss or damage resulting from negligence by SBBC. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the Awardee(s) and return product at Awardee's expense.

7.14 **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. Services will be paid after the service has been performed and meets the requirements of the RFP. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).

7.15 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting **Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

7.16 **INSURANCE:** Proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 7.24 LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements). The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

7.17 **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the RFP Opening Date, Proposer must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Proposer must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five working days of notification.

An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.

7.18 **PRIORITY OF DOCUMENTS:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

a) Any Agreement resulting from the award of this RFP; then
b) Addenda released for this RFP, with the latest Addendum taking precedence; then
c) The RFP; then
d) Awardee's proposal.

7.18.1 **DISPUTES**: In the event any dispute or difference of option concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.

7.19 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

7.20 **OSHA:** Awardee warrants that the product(s) supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

7.21 **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

7.22 **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.

7.23 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, shop worn, demonstrator, prototype or other type of product(s) of this kind are not acceptable and will be rejected.**

EXHIBIT

7.24 **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the School Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.

7.25 **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of the proposal, the School Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.

7.26 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.

7.27 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.

7.28 **DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which the school District administration is closed) **7:00 a.m. to 2:00 p.m. ET.**

7.29 **SUBSTITUTIONS:** The School Board of Broward County, Florida ***WILL NOT*** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacturer quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.

7.30. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Proposer is a responsible bidder.

7.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free.** Proposer, by virtue of bidding, certifies by signing proposal that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.

7.32 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.

7.33 **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision **shall not be for a period in excess of six months** from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

7.34 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units or service shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

7.35 **SUBMITTAL OF INVOICES:** All Proposers are hereby notified that any invoice submitted as a result of the award of this RFP must be in the same format as any Purchase Order released as a result of the award of this RFP. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct, and will be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.

7.36 **PURCHASE AGREEMENT:** This RFP, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal, Awardee(s) agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

7.37 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

7.38 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION:** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program. The purpose of the program is to utilize available small, minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal. **For information on S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or** https://www.browardschools.com/Page/32544.

7.39 **SBBC PHOTO IDENTIFICATION BADGE: Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

As of 7/01/15, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website:
http://www.broward.k12.fl.us/police/pdf/seccle/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. (Continued)….

These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.

Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

7.40 **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, **within 72 hours after electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school District administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school District administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school District administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.41 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com and the E-rate Productivity Center (EPC) and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com or the EPC. In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school District administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school District administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school District administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based".** Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest,** a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond.

If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.42 **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s). (See Special Conditions of the RFP)

7.43 **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

7.44 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at vendor's expense. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

a) Cancellation and default of contract;
b) For a period of two years, any proposal submitted by vendor will not be considered and will not be recommended for award.
c) All departments being advised not to do business with vendor.

7.45 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

7.46 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation will be made to the School Board for the contract award's termination.

7.47 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.

7.48 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

7.49 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this RFP by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

7.50 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

7.51 **SEVERABILITY:** In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

7.52 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.

7.53 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.

7.54 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on The School Board of Broward County's website, www.browardschools.com.
d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.

7.55 **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:

a) A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
b) The Broward County Certified Minority/Women Business Enterprise vendor;
c) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
d) The Florida Certified Minority/Women Business Enterprise vendor;
e) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
f) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
g) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
h) If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid vendors invited to be present as witnesses.

Included as a part of the RFP documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the Proposer to certify that it has implemented a drug-free workplace program. The Required Response Form (Page 1 of this RFP) must be properly signed in order for the proposal to be considered. A Proposer cannot sign this form in lieu of properly signing the Required Response Form.

7.56 **AUDITING SERVICES POLICY 3100:** If the RFP is for auditing services and in accordance with Policy 3100 – Annual Financial Audit, the independent audit firm selected by the School Board shall serve at the discretion of the School Board for five (5) consecutive years; the firm selected shall not succeed itself as the School Board's independent auditor except for the first selection when the current auditor will be exempted.

7.57 **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Awardee and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Awardee agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Awardee agrees to provide the District with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Awardee.

7.58 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

EXHIBIT

7.59 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION – Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION:

a) The prospective lower tier participant certifies, by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

7.60 **PUBLIC INSPECTION OF PROPOSALS:** Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this RFP shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until posting of the recommendation for intended award, whichever is earlier. If SBBC rejects all proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals shall remain exempt from public inspection and copying until such time as SBBC posts notice of an intended decision concerning the reissued competitive solicitation or until SBBC withdraws the reissued competitive solicitation.

If a Proposer contends that any portion of its response to the RFP is confidential and exempt from public inspection and copying, it is the Proposer's responsibility to clearly label each such portion of its proposal as confidential and specify the applicable statutory exemption from public inspection and copying on such portion(s) of its proposal. Confidential or exempt portions of any proposal must also be submitted in a separate sealed envelope and marked as such. A failure by the Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the RFP shall constitute a waiver by Proposer of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law.

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of Proposer's response to the RFP. SBBC will provide for the inspection or copying any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials. By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public record other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based upon SBBC's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such nondisclosure.

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SECTION 8 – SCOPE OF WORK & PERFORMANCE SPECIFICATIONS

Section 8 specifies the minimum requirements that meet the current educational and business needs of SBBC's environment, and those that will provide new solutions in the future. The technical specifications for specific services included in the RFP may be modified as needed by SBBC throughout the term of the contract as technology changes and SBBC's business and operational requirements shift. All technical and special conditions are mandatory requirements that Awardee is required to comply with in order to satisfy the terms and conditions of the RFP.

GROUP 1 – STRUCTURED CABLING SYSTEMS
GROUP 2 – ENTERPRISE NETWORKING (LOCAL AREA NETWORKS (LAN) & WIRELESS LOCAL AREA NETWORKS (WLAN))

8.1 **GROUP 1 – STRUCTURED CABLING:** The scope of work requirements includes the procurement of communications wiring and related hardware, conduits and related cable management infrastructure and all related components required for a fully functional communications infrastructure for the following:

a. Adds, moves and changes to the existing communications infrastructure at schools and District offices
b. Installation of communications infrastructure to support data, voice and video at new schools and District offices
c. Communications infrastructure in relocatable classrooms
d. Communications infrastructure in Building renovations and additions
e. Dedicated Technician services

SBBC's intent with this contract is to, in accordance with E-rate guidelines, establish a not to exceed rate for these Structured Cabling services. The rates would be in force through the term of the agreement.

8.1.1 **GROUP 1 CURRENT CONDITIONS:** SBBC employs a communications transport system to support the transmission of voice, data, surveillance and multimedia applications. The communications transport system is based on a structured wiring design of (normally) four pair, plenum, Category 5e and/or Category 6, unshielded twisted pair (UTP) cables to each communications outlet (CO) location in a quad, dual or single port configuration. Quad COs consist of four, 8-pin modular jacks, Category 5e and/or Category 6, Dual COs consists of two, 8-pin modular jacks, Category 5e and/or Category 6 and Single COs consist of one, 8-pin modular jack Category 5e and/or Category 6. Quad, dual or single CO locations originate from a main equipment room (ER) usually located in the Media Center or a communications closet (TR). Rooms located outside the distance limitations of the ER, or in outlying buildings. Voice cabling infrastructure is fed from communication closets connected to the main ER via a category 3/5 voice grade, copper backbone cable and optical multi-mode fiber cable. All CO location cables are directly home run to the nearest TR or the ER and terminated on Category 5e and/or Category 6, 8-pin modular patch panels with 110-type connecting hardware. This conforms to SBBC's Standards and all current Building Industry Consulting Service International (BICSI) standards and specifications.

8.2. **GROUP 2 – ENTERPRISE NETWORK:** The scope of work requirements includes the procurement of enterprise network equipment needed to provide or expand Local Area Network (LAN) and Wireless Local Area Network (WLAN) solutions on school campuses and other District facilities and includes:

a. Network equipment infrastructure at new schools and/or Department sites
b. Upgrade of existing network infrastructure at schools and District offices not already upgraded or partially upgraded
c. Procurement of parts and equipment needed to maintain all existing Hewlett Packard network equipment installed throughout the District.

While procurement amounts for the Enterprise Network are estimated for bidding purposes, SBBC reserves the right to amend these estimates on an annual basis with the filing of the FCC Form 471. There are no guaranteed minimums of orders.

GROUP 2 CURRENT ENVIRONMENT

8.2.1 All of SBBC's 265-plus facilities, both schools and administrative sites, are connected via a Wide Area Network (WAN) in a hub and spoke topology back to the technology center utilizing Multiprotocol Label Switching routing technique (MPLS) with six class-of-services to provide the proper quality of service for real time, voice, video and other selective traffic. Open Shortest Path First (OSPF) and Border Gateway Protocol (BGP) routing protocols are responsible to propagate reachability information through the entire network. MPLS bandwidth at locations is varied from gigabit to multi-gigabit connections with multiple ten gigabit connections at the hub location. At each site, the WAN connects to each site's Local Area Network (LAN). LANs are installed using a hierarchical star topology with a single core layer switch and multiple access layer switches and wireless access points.

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8.2.2 Network Equipment and Uninterruptable Power Supply (UPS) devices are deployed at approximately 2,166 IDF/MDF locations across the District. In most cases, 2-post or 4-post networking network racks are located in wired closets, but in some cases racks with network equipment are located at a school office or media center.

8.2.3 The table below represents the current SBBC network closets classification from the standpoint of the amount of copper and fiber ports.

Closet Type	100/1000 Base-T PoE+	1G/10G SFP at Primary Switch	Number of Closets
1	800	24	1
2	800	8	3
3	680	32	4
4	680	8	5
5	590	28	6
6	590	8	11
7	490	28	16
8	490	8	20
9	390	28	28
10	390	8	54
11	300	24	50
12	300	8	114
13	240	4	24
14	180	24	87
15	180	4	447
16	80	20	32
17	80	4	515
18	48	4	361
19	24	2	250
20	8	2	138
Total	**288,242**	**13,300**	**2,166**

Note: SBBC cannot dictate network designs or diagrams of closet types due to E-Rate Guidelines.

8.2.4 SBBC's LANs are composed of HP Aruba network equipment, Aerohive Wireless Access Points (APs) and multi-branded Uninterruptable Power Supply (UPS) devices. All wiring closets utilize standard 19" 2-post racks. Switch ports support 10/100 Mbps and gigabit connections via UTP CAT 5e or CAT 6 copper RJ-45 connectors and either 62.5 or 50-micron multimode fiber.

8.2.5 Wireless Access Point models deployed at the locations are principally Aerohive AP230; approximately 15,400 units deployed. There are also approximately 2000 Aerohive AP330 units that are primarily deployed at Administration locations and some schools. The most recent Wireless Access Point model deployed in high-density areas is Aerohive AP250. The HP Aruba switch models deployed most frequently are the HP Aruba 5400R Layer 3 modular chassis-based switch and the HP 5400 zl Layer 3 modular chassis-based switch. In areas where a large amount of ports are not needed, smaller stackable models of HP Layer 3 switches are deployed.

8.2.6 The LAN network backbones between switches are gigabit or multi-gigabit fiber or copper. A minimum of switched Fast Ethernet to the desktop for all ports with the majority of desktop-facing ports are gigabit with Power over Ethernet (PoE) for VoIP phones. The network switches support both Layer II and Layer III switching, IPv4 routing, OSPF & BGP dynamic routing protocols, 802.1q VLAN distribution on all backbones and segments, Multicast routing and delivery with IP PIM sparse, IGMPv2, IGMPv3, DHCP snooping, Bonjour gateway, Access Control List (ACL) and Quality of Service (QoS) capabilities.

8.2.7 Core switches located in the main Communications Equipment Room (CER or MDF) are utilized as full-function routers performing IPv4 routing, participating in OSPF and BGP dynamic routing exchange, performing PIM Sparse and Bonjour gateway. To improve performance, security and administrative control, a large campus network is segmented into smaller logical networks with 802.1q Virtual LAN technique. Currently, each campus has eight VLANs.

8.2.8 Edge switches are enterprise-class managed switches. They are layer 2-4 capable, which allows the implementation of IPv4 routing, QoS, DHCP-snooping, ACLs at the edge as technology needs dictate. These switches support both 10/100 mbps and gigabit connections via UTP Cat 5e and/or Cat 6 copper RJ-45 connectors to the desktop. In most installs

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modular, chassis-based switches are utilized versus stackable switches. This allows for higher port densities; a common, faster backbone; greater ease-of-management and cleaner installs. At sites where VoIP is implemented (around 220 sites) power over Ethernet features are utilized to power up IP phones. Wireless Access Points are utilizing advanced power over Ethernet features.

8.2.9 Managed UPSs are located in each wiring closet and are sized-based on the network equipment they support. They are outfitted with network management cards for remote management over the network. SNMPv3 is utilized to provide capabilities for proactive network management at the District's Network Operation Center (NOC). All switches and UPS devices are centrally managed and monitored via encrypted protocols such as SNMPv3, HTTPs and/or SSH.

8.2.10 All schools have 100% complete wireless coverage throughout their facilities. SBBC's wireless network consists of over 17,575 Aerohive Wireless Access Points centrally managed by the Network Operations Center via Aerohive's central management solution "HiveManager." The wireless network currently utilizes a "one AP per classroom" deployment scheme. Special locations which have a high density of users (such as media centers and cafeterias) have a heavier deployment footprint. Wireless Networks are deployed across the entire 2.4GHz and 5GHz radio frequency bands and support 802.11a/g/n/ac wireless standards. Deployment is performed based on 20MHz – wide radio channel in 1 to 1 areas with 40MHz utilized elsewhere on the 5Ghz band.

8.2.11 Four wireless networks (WLANs) are serving different categories of users and devices. WPA2-Enterprise authentication protocol with 802.1x authentication method is used on all major WLANs with additional device control mechanism deployed at Access Points, which enables the recognition of device/user combinations and properly places wireless devices on the proper network segment, with the additional ability to apply proper access restrictions directly on the Access Point and class of service on the network switch. The Wireless Guest network for outside users is deployed by utilizing an open Captive Portal mechanism, with the ability to perform self-onboarding and the ability to receive temporary access credentials via SMS gateway message on a cell phone. Any access to the Internet is controlled by an enterprise-class web filtering solution, application control and intrusion detection services. Users on a Guest WLAN are not allowed to access District internal network resources.

8.2.12 The daily peak average load of wired and wireless clients generally exceeds 260,000 - 320,000 connected devices, from which wireless clients generally exceeds 170,000 - 210,000 connected devices. The total number of unmanaged District-owned devices which may not support 802.1x is approximately 85,000. These are devices such as IP phones, Wireless APs, IP cameras, UPS systems, printers, class collaboration, video collaboration and IoT devices. The maximum total amount of wired and wireless devices on the network during peak times currently approaches 400,000. The current flow rate at the centralized Netflow collector is approximately 55,000 flows per second.

8.2.13 The centralized DNS/DHCP/IPAM solution that is deployed at the District level is based on an Infoblox solution that serves all clients. Wireless Access Points receive IP addresses dynamically from a centralized DHCP server. At 250-plus locations, the DHCP lease time on wireless networks is 42 hours. Eight large school locations have a lease time of eight hours on wireless network segments. Lease time for non-wireless devices is over 72 hours.

8.2.14 Currently during new deployments of network switches, new devices are configured based on a predefined configuration blueprint which specifies most global parameters, such as the amount of VLANs, VLAN IDs, ACLs, QoS, DHCP snooping and many others. A switch configured with a static IP address is predefined by the Network Operations Center prior to installation. Trunk ports facing other switches or Access Points are configured with 802.1q VLAN tagging for all VLANS. All other switch ports, except trunks, are configured as untagged on data VLAN and tagged on voice VLAN. After the initial deployment, some ports are manually tuned to reflect special purposed devices (ie: security cameras). Currently 802.1X is not widely deployed on switch ports, which creates management overhead.

8.3 <u>GROUP 1 & 2 REQUIREMENTS:</u> All Sections and Subsections of 8.3 are minimum requirements that pertain to Groups 1 and 2.

8.3.1 **ACCOUNT REPRESENTATION:** Awardee shall designate one point of contact for communications with SBBC. A resume of this individual must be submitted with the proposal and they must reside in the Tri-County area (Miami-Dade, Broward or Palm Beach Counties). A resume for all other principals in the organization that will be servicing SBBC must also be included.

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8.3.2 **TECHNOLOGY OBSOLESCENCE:** SBBC includes the technology obsolescence in this RFP to protect itself from unknowingly purchasing technology that is at the end of its production, support and/or marketing life cycle. Awardee and SBBC shall have roadmap meetings to share information including product lifespan. Equipment provided by Awardee cannot be declared as EOL or EOS by the OEM within the contract period. In the event of the supplied equipment being declared as EOL or EOS within the period of 5 years from the date of commissioning of the equipment, the Awardee must replace it with equipment having equivalent or higher configurations that is not EOL or EOS.

8.3.3 **BALANCE OF LINE & OTHER GOODS/SERVICES:** Awardee shall provide other goods and services required by SBBC within this commodity Group as needed in the future, irrespective of their specific omission from this RFP. Pricing for any such procurement will be determined by negotiation at the time of the sale, but must be based on the applicable discount levels established in the price offers included in the initial RFP response.

8.3.4 **ITEM ENHANCEMENT:** During the term of the contract, Awardee may offer SBBC an enhanced feature associated with any item. Written notification of intent must be received by SBBC 30 days prior to the effective date of the proposed change. Each item specification must be referenced as it relates to the enhancement, and each product feature of the enhanced item must meet or exceed those detailed in the technical specifications of this RFP. The notification shall include complete descriptive, technical literature on the proposed enhanced item. SBBC reserves the right to continue to order the item as is or to purchase the newer, enhanced item.

8.3.5 **DISCONTINUATION AND SUBSTITUTION FOR RFP ITEMS:** Over time, SBBC expects that the items listed in Excel pricing file will reach end of either their sale or support life. Awardee shall provide alternative products that meet or exceed the operational functionality of the items listed in the RFP at the prices included with their proposal. Additionally, as technology and business requirements change throughout the term of this contract, SBBC may buy alternative products to those listed herein, at the discount levels established in this contract.

8.3.6 **ORDER PLACEMENT & SHIPPING COSTS:** Requests for project proposals will be made by SBBC staff. The Awardee must respond with a written quote/proposal within fifteen (15) business days. Any quote for work that is being done with E-Rate funding support is valid until the close of the associated Funding Request Number (FRN). Proposals/quotes for E-Rate funded related work must break out the E-Rate eligible and ineligible components. Shipping must be provided at no cost. Shipping costs for any material that is defective is the responsibility of the Awardee.

8.3.7 **MANUFACTURING DELAYS:** If the Awardee is unable to supply equipment and/or materials in compliance with this RFP, Awardee shall furnish SBBC with a temporary solution so as not to delay a project at no cost to SBBC.

8.3.8 **DOA / INSTALLATION FAILURE:** Awardee must immediately replace any equipment deemed to be defective at the time of installation without delay and at no cost to SBBC.

8.3.9 **DOCUMENTATION:** Awardee shall provide full documentation on any equipment or system procured under this RFP to SBBC at no additional cost with 72 hours of request.

8.3.10 **INSTALLATION OF GOODS & SITE CLEAN-UP:** Awardee shall deliver and install items ordered within thirty (30) days after receipt of a purchase order (unless alternate arrangements are agreed upon with SBBC). Work can typically be performed between the hours of 7:30 am – 3:30 pm. Work hours are to be coordinated with the individual site. Awardee is responsible for removing all trash and debris to outside garbage containers daily or as needed during the day. After the communications room wiring installation, the Awardee shall provide a complete clean-up of the rooms to include vacuuming of the floor surface, cleaning of racks, panels and boards, etc. Workstation outlet location areas shall be cleaned on an on-going basis each time the Awardee completes work in the area.

8.3.11 **PROTECTION OF WORK, PROPERTY & PERSONNEL:** Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages. SBBC may withhold payment or make such deductions, as it may deem necessary to ensure reimbursement for loss and/or damages to the property through negligence of the Awardee. Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.

8.3.12 **PROFESSIONAL SERVICES:** SBBC expects that certain professional services be provided at no additional cost to those indicated on the Excel pricing file. The services categorically include: pre-sales engineering, product roadmap alignment and strategic planning assistance, collaborative project planning. Other professional services must be made available to SBBC to meet its operational requirements at rates aligned to the services requested and negotiated by SBBC and the Awardee.

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8.3.13 **TRAINING & KNOWLEDGE TRANSFER:** Awardee shall provide training to SBBC on the use of the equipment and systems procured under this RFP at no cost to SBBC. Proposers should describe the methods by which and the extent that they will fulfill this expectation. As the Awardee performs routine installation or maintenance procedures on equipment purchased under this RFP contract, SBBC staff may participate to become better acquainted with systems operations and maintenance.

8.3.14 **AFTER-HOUR / EMERGENCY TECHNICIAN / ENGINEERING SERVICES:** Awardee shall provide a certified field technician / network engineer for after-hours emergency response to SBBC. This person must be certified on SBBC-installed network systems and have access to repair equipment stock. The after-hours time frame is defined as the hours of 5:00 p.m. (ET) to 10 p.m. (ET), Monday through Friday and 8:00 a.m. (ET) to 10:00 p.m. (ET) Saturday, Sunday, holidays and during any unplanned site closures. For Information Technology notification of emergency repairs requiring a response, this certified Field Technician must be accessible by cell phone. Pricing for this emergency technician service (hourly rate) will be in accordance with the pricing submittal.

8.3.15 **EMPLOYEE CONDUCT:** Awardee's employees or agents shall conduct themselves in a professional manner at all times. All rules and guidelines of the project site(s) and SBBC shall be adhered to. Smoking is NOT permitted on the project site(s). Awardee shall not interface with school personnel, students, or make use of any school facilities without permission. Awardee's employees working on site must report to the School Administration Office to sign in. When working on an SBBC construction site owned by a general contractor, all work must be coordinated with the general contractor so as not to impede the progress of any construction activity.

8.3.16 **SUB-CONTRACTORS:** An Awardee subcontracting is still responsible as the Prime Awardee for work performed to the satisfaction of SBBC. Proposer shall provide in their proposal the names, addresses and qualification of any sub-contractor. SBBC may require additional information on sub-contractors at a later date and reserves the right to reject any sub-contractor. No part of this contract may be sub-contracted or ownership transferred to any third party without the written approval of the Director of Procurement and Warehousing Services. Awardee must have the capability to perform all requirements of this RFP or Awardee may be held in default /cancellation of contract. SBBC shall not be liable to any third party, financially or contractually under this contract under any condition.

8.3.17 **PROJECT TRACKING & PROGRESS REPORTING:** Awardee shall submit weekly progress reports to SBBC and/or its designees via email each Friday that contain at least:

a) Work scheduled for the following week with estimated start dates
b) Work completed during the week with actual completion dates
c) Unforeseen delays / obstacles, other comments

8.3.18 **UNIFORMS:** Awardee's installation personnel are required to wear uniforms that include shirts with the company's name prominently displayed, fully clothed in appropriate business attire while on SBBC premises.

8.3.19 **SBBC BUILDING CODE AND PERMITTING REQUIREMENTS:** Every SBBC project requires a permit. Awardee shall comply with SBBC Policy 7001 including obtaining permits from SBBC's Building Department. Awardee must follow all SBBC Building Department processes, guidelines and requirements. Permit plans and As-Builts are required to be CAD. A Registered Communication Distribution Designer (RCDD) certified by BICSI is responsible for engineer drawings for permits. The documents shall have the RCDD's approval or reviewed stamps on the documents. Additional information may be found at: https://webappe.browardschools.com/buildingdepartment/

8.3.19.1 Awardee is responsible for each design for each project and shall comply with State Requirements for Education Facilities (SREF), Florida Building Codes, Division 17 specifications, SBBC building codes and SBBC Section 2A-8 Voice, Data and Video Structured Cabling Systems Design Criteria. An RCDD certified by BICSI is responsible for engineer drawings for permits. The documents shall have the RCDD's approval or reviewed stamps on the documents.

8.3.19.2 Awardee shall comply with State Requirements for Education Facilities (SREF), Florida Building Codes, Division 17 design standards and SBBC building codes. Additional information about SBBC building design standards may be found at:
http://www.broward.k12.fl.us/constructioncontracts/DivisiononeDesignStandards.html

8.3.19.3 After a permit is issued by SBBC Building Department, site-specific drawings must be completed for each site for application submittal for a site-specific permit used for inspection purposes. The current process includes, but is not limited to the following steps:

a) Awardee prepares permit documentation, specifications, and engineering drawings required to apply for a Building Permit.

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b) For a Master Building Permit, Awardee provides four (4) certified, signed and sealed copies (no smaller than 11"x17") of permitting documentation to the SBBC IT project representative to be submitted to SBBC's Building Department. Awardee is responsible for revisions, corrections or changes, if required. This Master Building Permit template can be used for multiple sites.
c) Awardee provides & installs surge protection, grounding and any additional components required to complete installation as per Florida building code and SBBC Facilities and Construction Department design specifications.
d) Awardee schedules inspection with SBBC's Building Department and is responsible for project until completed work passes inspection.
e) Awardee must correct and complete any work found to be non-compliant by SBBC Building Department Inspectors.
f) Awardee is responsible for re-inspection fee (assessed by SBBC) must any inspection fail.
g) Awardee must provide a copy of the signed building permit, final drawings and passed final inspections to SBBC's IT Department prior to the processing of any invoice for payment

8.3.20 **ALTERNATIVE, EQUIVALENT PRODUCT:** The Excel spreadsheet contains a list of products and services for Proposer's to provide pricing (see **Attachment G** for additional details regarding the Excel file). Alternative, equivalent product(s) that meets or exceeds all functionality, performance requirements and SBBC's minimum requirements will be considered. All alternative pricing and/or product options must be accompanied by clear, detailed information, including side-by-side comparisons and any other information necessary to enable the District to determine if the alternative meets the District's needs and requirements, as set forth in this RFP. The District, at its sole discretion, shall determine if any alternative product options comply with the requirements of this RFP.

8.3.21 **PILOTS, AND PROOF OF CONCEPT TRIALS:** Awardees are expected to participate in pilots, trials, and proof of concept arrangements upon request from SBBC at no cost. Pilots and trials must adhere to E-rate guidance on gifts and samples. https://www.usac.org/e-rate/applicant-process/competitive-bidding/gift-rules/

8.4 GROUP 1 REQUIREMENTS (STRUCTURED CABLING): In addition to requirements above for Group 1, all Sections and Subsections of 8.4 contain minimum requirements that pertain specifically to Group 1.

8.4.1 **CERTIFICATION(S):** Proposer must provide documentation of their current certification, to install, maintain, and perform all warranty work as part of the scope of services and technical specifications stated within the RFP and shall maintain such certification for the duration of the contract. Specific certification must include Legrand Certified Installer Plus or better and BICSI Corporate Membership number. Proposer must provide copies of current certificate(s)and BICSI registration number verifying that one or more Registered Communications Distribution Designer (RCDD) is currently employed by Proposer. Proposer must provide proof that 30% of their installers and technicians for all cabling installations are BICSI and Legrand Certified. During installation, a minimum of one (1) certified installer must be present. The 30% or better must be maintained for the term of the contract. Proposer must provide the names of technicians and copies of each technician's Legrand Certified Installer Plus and BICSI registered cabling installation certifications that will be assigned to SBBC during the term of the contract. Proposer, by submitting their proposal agree to maintain staffing that will always hold current certification throughout the term of this contract. SBBC reserves the right to request proof of manufacturer certifications at any time during the term of the contract. Additionally, Awardee must maintain a valid and current Florida State Speciality Contractors license (low-voltage).

8.4.2 **DESIGN CRITERIA:** All work must be performed and executed in compliance with SBBC Design Criteria and Division 17000 specifications as applicable. The latest version of this criteria can be retrieved by viewing Section 2A-8 Voice, Data, and Video Structured Cabling System Design Criteria at the following website:
http://www.broward.k12.fl.us/constructioncontracts/DivisiononeDesignStandards.html

8.4.3 **AUDIO VISUAL LAYOUT DETAILS:** Awardee is responsible for design and layout and shall comply with State Requirements for Education Facilities (SREF), Florida Building Codes, SBBC Building Codes, SBBC Section 2A-8 Voice, Data and Video Structured Cabling Systems Design Criteria and SBBC Facilities Design Standards. An RCDD certified by BICSI is responsible for engineer drawings for permits. The documents shall have the RCDD's approval or reviewed stamps on the documents. Scope of Work shall include pre-sale engineering of the project including on-site walk through coordinated with IT staff, project planning, producing a project bill of materials, project scheduling, project meetings with IT staff, all labor for installation and programming, testing, inspection follow up and all necessary items for a complete and fully functional system. All SBBC Instructional Spaces Typical Layout Detail (for Wall Mount) and SBBC Instructional Spaces Typical Layout Detail (for Flat Panel) must adhere to the design criteria as depicted on the Facilities & Construction Management site, posted here:

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http://www.broward.k12.fl.us/constructioncontracts/DesignStandards/Design_Criteria/SBBC%20AUDIO%20VISUAL%20LAYOUT%20DETAILS.pdf

Additionally, it is the Awardee's responsibility to confirm compliance with Facilities & Construction Management's requirements by periodically reviewing the above website.

8.4.4 **WARRANTY:** To ensure Limited Lifetime Certified Warranty Limited Lifetime Installation Warranty, all products must comply at a minimum with nCompass™ Cat6A Cabling System specifications and performance warranty coverage requirements. Awardee will be required to register with Legrand for the nCompass™ Warranty Certificate on all work completed. Awardee must show evidence that its bundled warranty includes no cost to SBBC the replacement of any cable, connector, or other component installed by the Awardee or covered under Legrand warranty which malfunctions. This warranty shall in no manner cover components that have been damaged or rendered to be unserviceable due to negligence, misuse, acts of vandalism, or tampering by personnel other than the Awardee's employees or agents.

8.4.5 **TRAINING:** Awardee must include one (1) four-hour session of hands-on training for any new model of AV or structured cabling systems purchased by SBBC. This training will be held at SBBC's IT Department for up to 15 SBBC personnel. Topics shall focus on the network equipment, operations, network management, client utilization and any related topic determined by SBBC.

8.4.6 **NEW CONSTRUCTION:** All new construction must have a minimum of Category 6A cabling or greater for copper cabling. The multimode fiber cabling is required to have a minimum of Category OM3 or greater.

8.4.7 **EXISTING CONSTRUCTION:** Existing construction requiring more than 6 quad COs to be replaced shall be a minimum of Category 6A or greater. This requires termination elements to be rated to the category of 6A or greater. The multimode fiber cabling is required to have a minimum of Category OM3 or greater.

8.4.8 **CERTIFIED PERSONNEL:** Awardee shall have certified field technicians, for SBBC to hire. Technicians must be capable of performing adds, moves, changes and routine maintenance services on the current and future install-base of cabling infrastructure. Awardee shall supply all Certified Maintenance and Support Technicians with all the appropriate equipment, tools, transportation and training to properly install and maintain District purchased structured cabling in accordance with the RFP terms specifications and conditions. Awardee shall supply at a minimum the following tools: test equipment for Category 5e/6/6A, termination/punch down tools, tone and probe kits, voltage detectors, crimpers, strippers, cutters, probe pics, can wrenches, tapes & adhesives, various hand tools (pliers, screw drivers, etc). Transportation must be a company vehicle, not a personal vehicle. Dedicated technicians need to have a company vehicle with all necessary tools for each day. SBBC will not provide transportation and will not furnish tools. All Certified Maintenance and Support Technicians will work under SBBC IT management.

8.4.9 **WORK DAY DEFINITION:** Dedicated Technicians will work an eight (8) hour day/244 days per fiscal year (July 1 – June 30). Sick time, vacations and holidays are not to be included in the annual rate.

8.5 GROUP 2 REQUIREMENTS (LAN & WIRELESS NETWORKS): In addition to requirements stated above for Group 2, all Sections and Subsections of 8.5 contain minimum requirements that pertain specifically to Group 2.

Notes:

- Out of the 20 different closet types, any switches that are proposed for network closets that have 80 and more 1000 Base-T POE+ ports must support BGP and OSPF routing protocols. Switches proposed for network closets that have 80 and less 1000 Base-T POE+ ports requirements such as closet 18, 19 and 20 may only support OSPF routing protocol.
- MDF, CER, and ER are all interchangeable terms describing a main communications closet.

GENERAL REQUIREMENTS

8.5.1 **NETWORK COMPONENTS SOLUTION:** Awardee shall provide all network components requested in this RFP, such as network switches, Wireless Access Points (AP), Uninterruptible Power Supply (UPS) Systems, Network Security Automation, Orchestration (SEC ORCH). Proposals that do not include a solution for all categories will not be accepted. The central management console system can be on-premise or cloud-based for wireless APs and network switches. Proposed price must include equipment support, maintenance, management, monitoring licenses and subscriptions which are required for the device to be fully operational. If the Awardee's standard equipment bundle does not include no fee licenses subscriptions, maintenance or monitoring for a period of five (5) years from the installation date, the Awardee

must identify the alternative bundled terms as part of their proposal. The bundled services must apply to all network switches, access points and UPS devices procured through this RFP.

8.5.1.1 RFP proposal may not include pre-released models that are not released for general business sales.

8.5.2 **WARRANTIES:** The Proposer must state what the Manufacturer's standard warranty includes to ensure that it is bundled into the cost. No separate extended warranty or special arrangement warranty will be accepted, and are means for disqualification.

8.5.2.1 **MANUFACTURER'S LIMITED HARDWARE WARRANTY**: If the Awardee's standard equipment Warranty does not include a Manufacturer's limited lifetime hardware warranty, limited to five (5) years from the end of the sale date announcement the Awardee must list the actual limited Warranty terms in its proposal. The limited warranty must apply to all network switches, access points and UPS devices procured through this RFP. All Limited hardware warranty provisions for all equipment must be confirmed with equipment manufacturer documentation covering all suggested models. SBBC will not accept additional warranty agreements which are specific to this RFP as a substitute for manufacturer offered limited hardware warranty.

If the Awardee's standard bundled warranty does not include free standard shipping to and from the Awardees merchandise authorization (RMA) center, the Awardee must list in its proposal its actual terms and conditions for RMA item shipping in its proposal. This must apply to all switches, wireless access points, UPS and all other equipment purchased under this RFP.

Warranty for all equipment starts from the SBBC on-prem installation date.

8.5.2.2 **MANUFACTURER HARDWARE LIFETIME WARRANTY:** All Network switches procured through this RFP must include a Manufacturer's lifetime hardware warranty. Lifetime hardware warranty for equipment must be confirmed with equipment manufacturer documentation covering all suggested models. SBBC will not accept additional warranty agreements which are specific to this RFP as a substitute for manufacturer offered lifetime hardware warranty.

If the Awardee's standard bundled warranty does not include free standard shipping to and from the Awardees merchandise authorization (RMA) center, the Awardee must list in its proposal its actual terms and conditions for RMA item shipping in its proposal. This must apply to all switches, wireless access points, UPS and all other equipment purchased under this RFP.

8.5.3 **CERTIFICATION(S):** Proposer must provide verification of their company's current certification to install, maintain, and perform all warranty work as part of the scope of services and technical specifications stated within the RFP. SBBC's existing network infrastructure under warranty is to be maintained by the Awardee. Awardee shall not allow certification to lapse during term of contract. Certified means personnel working on equipment must hold in his/her possession a certificate of training stating the manufacturer has trained, and is authorized to install, maintain and perform warranty work on that manufacturer's equipment. Awardee must make available to SBBC systems engineers for Dedicated Technician Services that are fully certified and qualified to manage and maintain wired and wireless equipment and systems procured through this RFP award in ways that efficiently manage and maintain the install base and protect warranty coverage of systems.

8.5.4 **REPAIRS:** The Awardee, after being notified, must have all needed repairs started within four (4) business hours (business hours are defined as Monday through Friday, between the hours of 7:30 am to 5 pm). Awardee is responsible for all warranty work & parts, including new equipment purchased under this RFP and/or SBBC's existing networking infrastructure (under warranty). The local repair station must be authorized by the manufacturer and be staffed with in-house factory trained and certified personnel. If the proposal submitted is from other than the manufacturer, then proof that the local repair station is authorized and certified by the manufacturer must be submitted with proposal or upon request. For the purpose of this RFP "local" repair station means a location in Broward, Miami-Dade or Palm Beach County. Factory and or manufacturer-trained and certified means personnel working on equipment must hold in his/her possession a certificate of training stating manufacturer has trained and is authorized to install, maintain and perform warranty work on that manufacturer's equipment. Repairs can be made either at the school/department/center or at the local repair station. If repairs cannot be accomplished at the location, the Awardee is responsible for transporting equipment to and from the original location. Awardee is completely and solely responsible for the coordination and completion of all repairs, including

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pickup at site and reinstallation of any equipment. Upon request, equivalent loaner equipment will be made available if repairs cannot be completed at the location (school/department/center). Manufacturer's standard warranty must be provided on all RFP items. Warranty must begin after delivery and acceptance made by an authorized representative of the School Board. List warranty of all equipment proposed. Awardee must maintain an adequate supply of complement spare parts at their local service facility during warranty period to fulfill the guarantee of the items covered in this RFP. Awardee must mark and disconnect all cables, remove faulty equipment from site where it's installed, install replacement equipment at the same site location and connect all cables back in the same order and test to make sure equipment is functional. Warranty replacement equipment must be in the same functional state equal to the state in which equipment was before the failure. Awardee must restore configuration files to the equipment, add replacement equipment in SBBC network monitoring tools and any other steps to bring faulty equipment or replacement equipment back online after failure. SBBC will not pay for warranty or any activities related to warranty replacements. Awardee must provide replacement equipment free of charge to SBBC.

8.5.5 All new network switches, as well as existing HP Aruba 5400R switches with v3 modules, must have the ability to dynamically enforce role-based access on individual ports during the device connectivity phase or later, based on control from the proposed SEC ORCH. Wireless Access Points must have the ability to dynamically enforce role-based access on WLAN during the device connectivity phase or later, based on control from SEC ORCH. **Note:** For this requirement, "dynamically" means that the SEC ORCH will need to download to the switch (HPE Aruba 5400R) the required ACLs and interface configuration.

8.5.6 All ports on all new network switches and existing HP Aruba 5400R switches with v3 modules must have a unified light configuration that prevents unauthorized access to the environment when not connected. During the connectivity phase, all ports must first pass through a device identification process. If the proposed network solution is unable to detect the device during the connectivity phase, the device is treated as a guest device.

8.5.7 All new switches, new Access Points and existing HP Aruba 5400R switches with v3 modules must have the ability to centrally define policies based on roles, and must be applied uniformly across the WLAN and LAN. This eliminates the need to configure per-switch ACLs, VLANs and subnets.

8.5.8 The network solution must support network segmentation with no less than 20 VLANs per school.

8.5.9 The network solution must have the ability to dynamically place any client devices connected via WLAN on a new wireless access point, wired switch port on new switches or wired switch port on existing HP Aruba 5400R switches with v3 modules on a specified preconfigured VLAN, based on the solution's ability to identify a connected device based on any combination of the following parameters:

a) Device - specific traffic patterns learned via provided Netflow information
b) Device - specific WMI information
c) Device - specific SNMP information
d) TCP/UDP port scanning information
e) ARP information learned from campus switches
f) Values in DHCP Option 55
g) DHCP Option values
h) Fingerprint information provided by site access switches – LLDP, DHCP, HTTP, CDP
i) Vendor MAC address information
j) Device Category
k) Device OS family
l) Device OS name

8.5.10 The NMS/NAC must include a minimum of one (1) onsite, full-time staff augmentation resource for the first year to design, implement, train SBBC staff and manage the solution. The ability to maintain this resource must be provided after the first year only as a management / monitoring resource which will be at a lower skill-set and certified in the product. The cost for this full-time resource should be included in the proposed pricing model (Sec Orch-Erate Ineligible tab). Pricing must include a flow collection software with cloud or on-premise pricing.

8.5.11 If the Sec Orch-Erate Ineligible Awardee is initially outsourced to SBBC, the Awardee must provide SBBC with an outsourcing price for informational purposes.

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NETWORK SWITCHES MINIMUM REQUIREMENTS

8.5.12 To guarantee solution stability, quality, sizing potential, proper level of support and needed feature set and future innovation, the manufacturer must be recognized by Gartner in the top right-hand corner as a Leader in the Wired and Wireless LAN Access Infrastructure category for either 2018, 2019 or 2020 year reports, which must be available to validate at time of release of RFP,

8.5.13 If switch stack is proposed, then all stacking modules, transceivers, and cables which are used for stacking must be included in the switch cost. Ports used to stack switches together in the stacking solution must not be counted against port requirements.

8.5.14 The switch stack in an IDF/MDF closet must be designed with the ability to add at least one extra switch in each stack to enable future port increase capability in the closet.
8.5.14.1 All switches within same switch stack must belong to the same product family.
8.5.14.2 If switch stacks are used stacking connection bandwidth must not be less than 80Gbps. If chassis-based switches are used, bandwidth per slot must not be less than 80Gbps.

8.5.15 The chassis-based modular switch supporting over ten (10) modules in an IDF/MDF closet must be designed with the ability to add at least one extra port module in the chassis to enable future port increase capability in the closet.

8.5.16 If a single chassis-based modular switch of any size is deployed in an IDF/MDF closet, it must be designed to be able to add at least one extra port module in the chassis to ensure future port expansion capability in the closet.

8.5.17 All 100/1000BaseT ports on all switches must support PoE+

8.5.18 Chassis-based modular switches must have the ability to have POE (Power Over Ethernet) multi-gigabit 2.5GBASE-T 802.3bz port modules in the same chassis with other types of port modules. Stack switches must have ability to have multi-gigabit 2.5GBASE-T 802.3bz port switches in the same stack with other types of port modules.

8.5.19 The power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices (15W) to support the future increase of the PoE device count, as well as increase in PoE device consumption switches.

8.5.20 The Uninterruptable Power Solutions (UPS), which must have a minimum run time of 15 minutes, must be selected based on switch (or switch stack) idle power consumption and the following PoE load assumptions must apply:

a) 30% of all 100/1000 Base-T Ports have 802.3af class 1 devices (4W+0.5W PoE tax)

b) 10% of all 100/1000 Base-T Ports have 802.3af class 2 devices (7W+1W PoE tax)

c) 7% of all 100/1000 Base-T Ports have 802.3af class 3 devices (15W+1.5W PoE tax)

d) 2% of all 100/1000 Base-T Ports have devices required full POE+ power (30W+2W PoE tax)

8.5.21 Pricing must include all licenses and subscriptions that are required for the network switch to fully function as layer 2 and layer 3 switch and enable all features during the entire contract duration.

WIRELESS ACCESS POINTS MINIMUM REQUIREMENTS

General Requirements for Access Points

8.5.22 The equipment manufacturer must be recognized by Gartner in the top right-hand corner as a Leader in the Wired and Wireless LAN Access Infrastructure category for either 2018, 2019 or 2020 year reports, which must be available to validate at time of release of RFP.

8.5.23 Access Point (AP) must support 802.11ax Wi-Fi Standard

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8.5.24 AP must have completed or in the process of completing (by release of RFP date) Wi-Fi Certified 6 certification program from Wi-Fi Alliance

8.5.25 AP must have the ability to operate simultaneously at 2.4 and 5GH Wireless Bands

8.5.26 AP must have a minimum of two Wi-Fi Radios

8.5.27 High Density AP must have a MultiGigabit Base-T Ethernet Port

8.5.28 AP must be capable of operating on POE+/802.3at power with all Wi-Fi features enabled without affecting client performance.

8.5.29 New wireless APs must be able to be deployed based on the DHCP IP assignment method and must not need fixed IP addresses for proper central management and full feature functionality.

8.5.30 Indoor APs must include a ceiling mounting kit in the price.

Minimum Requirements for Indoor and Outdoor Access Points for High-Density Areas

8.5.31 The AP must possess a minimum 4x4 MU-MIMO support type at 5GHz range

8.5.32 The AP must possess 256 minimum Client Capacity per radio

Minimum Requirements for Indoor and Outdoor Access Points for not High-Density Areas

8.5.33 The AP must possess minimum 2x2 MU-MIMO support type at 5GHz range

8.5.34 The AP must possess 256 minimum Client Capacity per radio

Minimum Requirements for Indoor Wi-Fi User Experience Sensor if Sensor is Proposed as Separate Device (E-rate Ineligible)
(Note: SBBC allows sensors to be integrated into AP as long as use of sensor does not affect AP primary functionality. Legacy APs without a dedicated radio may perform some performance monitoring tasks if they have no clients associated to the radio.)

8.5.35 Sensor Radio must support 802.11ac Wi-Fi Standard

8.5.36 Must possess Dual Band Support (2.4GHz and 5GHz)

8.5.37 Must possess 1000 Base-T Ethernet

8.5.38 Must possess ability to work on 802.3at PoE+ power

8.5.39 Must support 802.1x Enterprise Authentication methods

8.5.40 Mounting kit to mount sensor on the wall and on ceiling must be included in proposed price.
Note: Conditions could vary based on location requiring wall or ceiling installation

8.5.41 All support, maintenance, management and monitoring licenses and subscriptions which are required for Wi-Fi Sensor to be fully managed and monitored by the proposed Network Security Automation & Orchestration Solution, as well as required for Wi-Fi Sensor to fully function as part of the proposed solution for 5 years from installation must be included in the proposed price.

UNINTERRUPTIBLE POWER SUPPLY SYSTEMS MINIMUM REQUIREMENTS

Technical Requirement for Single-Phase Uninterruptible Power Supply systems (1500VA to 2200VA) 120 Volt Units
Note: SBBC is not requesting models under 1500VA and/or above 2200VA to meet requirements below. As long as models 1500VA to 2200VA meet listed requirements SBBC will accept all other UPS products from the same vendor and same product line.

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8.5.42 Awardee must serve all Broward County Schools and administrative locations. . Installation services must include mounting and device provisioning. Device provisioning is to include deploying school board-provided device configuration, application of software / firmware updates, and the addition of the device to management system. Installers must possess basic network knowledge of TCP/IP v4 to locate the next available IP address within the IP subnet range provided by SBBC.

8.5.43 The UPS system manufacturer must be certified to ISO 9001:2000

8.5.44 UPS devices must be compliant with the following standards - the Restriction of Hazardous Substances Directive (RoHS), UL 1778, c-UL-us Listed, FCC Part 15, Class B, Procedure 1A Certification.

8.5.45 UPS device must be line-interactive or double conversion system type.

8.5.46 UPS device must have operating temperature ranging from 0C (32F) to 40C (104F).

8.5.47 UPS device Output AC power must possess pure sinewave form in Normal and In Battery modes of operation.

8.5.48 Line Interactive UPS device must possess Automatic Voltage Regulation (AVR)/Boost mode. In this mode, the UPS input is plugged in, but the voltage source is abnormally low (brown-out). The UPS automatically corrects the low voltage and allows the outlets to be on with the normal, expected voltage. The internal batteries are charging in this mode.

8.5.49 UPS device must have Input Power Cord at least 6ft in length with NEMA 5-15, 5-20 or 5-30 connector.

8.5.50 UPS device must have at least six Output Receptacles NEMA5-15R or NEMA5-20R. At least three out of six Output Receptacles must be controllable. In group control is acceptable.

8.5.51 UPS device must have typical transfer time under 10ms and maximum transfer time under 13ms.

8.5.52 UPS device must have ability to tune maximum transfer time to be under 11ms.

8.5.53 Noise generated by the UPS during normal operation must not exceed the following values when measured at 1 meter from the surface of the UPS. In normal mode unit measures 42dB max, and in battery-mode 56dB max.

8.5.54 UPS device must be Energy Star Certified.

8.5.55 UPS device must possess recharge time of not more than 8 hours to recover 90% (measured without external battery cabinet attached).

8.5.56 UPS device Output Voltage Regulation must be ±5% from the selected configuration settings value while UPS is operating on battery.

8.5.57 UPS device Frequency Regulation must be ±3Hz of normal while UPS is operating on battery.

8.5.58 UPS device must be able to withstand an electrostatic discharge compliant to ANSI C62.41 Category A, Level 3 without damage and without affecting the connected load.

8.5.59 UPS device must have surge energy rating at least of 400 joules.

8.5.60 Awardee must warrant the UPS against defects in materials and workmanship for a minimum of five (5) years. The warranty shall cover all parts, batteries, and the cost of shipping for a defective UPS during the entire warranty period. Awardee must provide replacement UPS or battery free of charge to SBBC and also must provide shipping label for faulty equipment if it needs to be returned. All warranty services must be free of charge for SBBC. All warranty and warranty-related services must be included in the proposed equipment price.

8.5.61 The UPS device must be capable of supplying power for overloads exceeding 100% and up to 105% of full load rating, continuously. A visual indicator and audible alarm must indicate overload operation. For greater current demands, the UPS must employ a circuit protector and electronic current-limiting protection to prevent damage to components. The UPS device must be self-protected against any magnitude of connected output overload.

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8.5.62 To prevent battery damage due to excessive discharge levels, the UPS control logic must automatically monitor the battery voltage and load level and switches off the output at the predetermined battery shutdown voltage set point.

8.5.63 The UPS device must include an intuitive LCD display capable of communicating the UPS status and operating conditions. Typical UPS performance metrics must be visible on the screen and include, but not limited to, Load, Battery Capacity, Event Notification and Local Alarm. The local Human Machine Interface (HMI) must be capable of basic configuration settings by the user.

8.5.64 The UPS device must have the ability to easily silence "ON Battery" Alarm via HMI.

8.5.65 The UPS device must have the ability to accept external battery cabinets for long runtime applications

8.5.66 The UPS device must have at least 0.8 output power factor value.

8.5.67 The UPS device must support SNMPv3, SSH and SSL communications protocols.

8.5.68 The UPS device must have the ability to utilize RADIUS method of login authentication

8.5.69 The UPS device must have the ability to provide, via SNMP, query information about UPS serial number, current device status, load conditions, estimated run time on battery, current battery condition and power line quality.

8.5.70 The UPS device must have the ability to set (write) SNMP objects to initiate unit self-test and set input sensitivity levels.

8.5.71 The UPS device must have the ability to send SNMP traps for different events.

8.5.72 The UPS device must have the ability to perform automatic self-tests based on a user defined schedule.

8.5.73 The UPS device must have the ability to initiate a self-test via remote command or via HMI.

8.5.74 The UPS device must have operational mode in which the device will automatically enable output power after Input power will be restored.

8.5.75 The UPS device must have the ability to do network card firmware upgrade without dropping UPS load during upgrade process.

8.5.76 The UPS device must have the ability to reboot network card without dropping load on UPS.

8.5.77 The UPS device must have the ability to sync time with NTP for network management card. All log timestamps must be in sync with time server.

8.5.78 The UPS device must have an automatic bypass feature to bypass the battery if the UPS detects a critical issue with the battery.

8.5.79 The UPS device must have the ability to mount in the rack or be installed as a tower without purchasing additional mounting hardware.

8.5.79.1 If mounting of UPS within rack cabinets needs a special bracket due to size and distance between rails, any additional UPS mounting hardware must be free of charge to SBBC.

8.5.80 UPS device must utilize relatively easy battery replacement procedure which can be done by SBBC Physical Plant Operations (PPO) personnel without going through additional vendor certification.

NETWORK SECURITY AUTOMATION, ORCHESTRATION (SEC ORCH – E-RATE INELIGIBLE) MINIMUM REQUIREMENTS

General and K12 Specific Design Criteria SEC ORCH design must consider the following K-12 environment specifics which exist in SBBC. SEC ORCH must be sized to support such peaks without noticeable delays on the user side.

A. At the conclusion of the school day, up to 85 percent of all devices are disconnected from the network and simultaneously reconnected to the network the next day, creating a noticeable peak activity time at the beginning of the day for protocols responsible for device attachment to the network.

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B. The solution must support an environment where thousands of devices simultaneously wake up from sleep mode and cause noticeable peak activity for protocols responsible for device attachment to the network.

C. The five (5) year projection is 660,000 devices. Due to known peaks 80% from the total amount of devices must be used as the maximum supported concurrent session's number in a proposed SEC ORCH. Within the next 3-5 years, 528,000 devices must be used as the maximum supported concurrent session number in a SEC ORCH solution.

D. SBBC's three (3) year projection for unmanaged District-owned devices, which may not support 802.1x and require advanced mechanism of device identification is 115,000 devices. The five (5) year projection is 140,000.

E. SEC ORCH may be either hardware appliances or virtual deployment running on VMware ESXi 6.5+. Proposers offering virtual deployment must not include compute resources cost in the price, but must include compute resources requirement information needed to run the solution. **Note:** SEC ORCH can be cloud-based.

NETWORK SECURITY AUTOMATION, ORCHESTRATION (SEC ORCH) General Requirements

8.5.81 SEC ORCH equipment manufacturer must be the same manufacturer as the equipment proposed for Wired or Wireless Networking Equipment.

8.5.82 The SEC ORCH equipment manufacturer must be recognized by Gartner as a Leader in the Wired and Wireless LAN Access Infrastructure category for either 2018, 2019 or 2020 year reports which must be available to validate at time of release of RFP, and provide documentation of this designation to SBBC.

8.5.83 SEC ORCH must be designed not to experience over 30 seconds service interruption if a single server or component fails or stops functioning. Service or role recovery must occur automatically during component failure.

8.5.84 SEC ORCH must be designed not to lose more than 20% in required sizing variables if a single server or component fails or stops functioning. For example - if the maximum concurrent sessions number supported by the proposed SEC ORCH is 530,000, then during a single component failure, the solution must still support 424,000 concurrent sessions.

8.5.85 All new network switches and wireless access points must be able to be fully pre-configured before deployment in SEC ORCH. During physical deployment, the device which is configured for the DHCP IP address must pull individual specific configuration from SEC ORCH over the network and become fully functional without the installation team performing additional configuration steps.

8.5.86 All new network switches and all new wireless access points must support a self-provisioning deployment (a minimum configuration is placed on the switch, which allows the switch to contact SEC ORCH for the remaining configuration). Devices are to be pre-configured in SEC ORCH before deployment and automatically pull configuration from the central management solution during the first connection to the SBBC network.

8.5.87 SEC ORCH must support PEAP EAP-MSCHAPv2, EAP-TLS, PAP EAP-GTC, EAP-TTLS and EAP-GTC methods.

8.5.88 SEC ORCH must support the mechanism to dynamically update an active client session with a new user policy that is sent in RADIUS packets (such as Change-of-Authorization attribute).

8.5.89 In order to dynamically place some District-owned devices, which are not supporting 802.1x on needed network segment, SEC ORCH must have a traffic pattern learning mechanism that is based on the flow collection method, and the ability to make decisions based on identified traffic patterns.
For example, some Interactive Monitors used in education have an Android-based OS, but must be separated from regular Android-based smartphones, based on traffic from them to specific centralized cloud-based management system. The proposed SEC ORCH must be able to accomplish such a task, and place devices correctly on the proper network segments. SEC ORCH can utilize either an existing SBBC flow solution or have a flow collector as part of SEC ORCH. SBBC's three (3) year projection for total flows per second is 100,000. The five-year projection is 150,000 flows per second. This is critical for SBBC, as part of the compliance with this requirement, SBBC requires the Awardee to provide technical materials which show the technical details on how the recommended solution, SEC ORCH, will perform this task. Not providing said information may lead the technical committee to not have a clear understanding, which will result in a zero score.

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8.5.90 Wireless guest solution must support true SMS messaging, which works without asking carrier information from guests.

8.5.91 SEC ORCH must be able to send a copy of Radius Accounting Information, which is received from existing and new switches and Access Points to an SBBC-owned security solution (FortiAuthenticator).

SEC ORCH Sizing Design Requirements: The Network Security Automation & Orchestration Solution sizing must be done based on the following metrics:

8.5.92 SEC ORCH must support up to 530,000 concurrent devices/sessions.

8.5.93 The solution design must have room for growth to later support up to 660,000 concurrent devices/sessions, by adding additional appliances or virtual hardware.

8.5.94 SEC ORCH must support up to 140,000 devices which do not support 802.1x, and will require an advanced method of identification.

8.5.95 The SEC ORCH component, which performs identification based on flows tracking information, must support up to 150,000 flows per second.

8.5.96 The solution must be able to centrally manage all existing and new Access Points and switches, while scaling to support up to 120% from the currently proposed amount of access points and switches by adding additional appliance or virtual hardware.

8.5.97 The solution must support automatic provisioning deployment for new Access Points with bulk information input for up to 200 new Access Points at a time.

Requirements for RADIUS Component of SEC ORCH

8.5.98 RADIUS Component of the solution must support up to the following amount of authentications per second for the different methods listed below:

a) Up to 3000 PAP EAP-GTC Active Directory authentications per second.
b) Up to 3000 PEAP Active Directory authentications per second.
c) Up to 2500 PEAP EAP-MSCHAPv2 Active Directory authentications per second.
d) Up to 3000 AP-TTLS EAP-GTC Active Directory authentications per second.
e) Up to 2500 EAP-TLS Active Directory authentications per second.

SEC ORCH Ability to Manage and Control Access on SBBC's Existing Network Switches

The proposed SEC ORCH must be able to perform the following functions with existing SBBC-owned HP Aruba 5400R switches with v3 modules.

8.5.99 SEC ORCH must be able to manage existing HP Aruba 5400R switches with v3 modules, so the SBBC team is able to deploy the same network access policies across the entire switching environment.

8.5.100 For 802.1x clients, SEC ORCH must be able to control the switch to the point of placing clients on a specific pre-configured VLAN, and change placement based on additional information collected by SEC ORCH later.

8.5.101 Based on an 802.1x client request and additional information, an HP Aruba 5400R switch with v3 modules can provide SEC ORCH, which must order switch which a preconfigured local user role client must be assigned. SBBC requires that user roles are centrally managed and downloadable from SEC ORCH, eliminating the need to preconfigure user roles at the switch level.

8.5.102 The proposed SEC ORCH must be able to perform the same functions as existing SBBC-owned Aerohive/Extreme Access Points models.

8.5.103 Based on 802.1x client request and by utilizing Radius Vendor Specific Attributes, SEC ORCH must order the Access Point to configure a wireless client based on a locally-configured user group.

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SECTION 9 – Q&A

As stated in the opening letter for this RFP, SBBC is including some of the vendor questions and SBBC answers from the previous bid (FY21-180) below. SBBC answers below are binding and Section 9 supersedes all other sections within this RFP in the event of a conflict.

- **QUESTION #1:** The next generation of the 5400 series, is the CX 6400 line. Aruba Networks highly suggests customers consider the CX 6400 series instead of the 5400 series. Due to the more modern and robust feature set would the district like to see pricing on the new CX6400 series?

  ANSWER TO QUESTION #1: The District prefers chassis-based, therefore either of the two listed above are technically acceptable.

- **QUESTION #2:** Based on the longevity of the contract, (5 1/2 years, plus the option of 2 ½ years of extensions), will price increases for labor and/or materials be allowed per year?

  ANSWER TO QUESTION #2: No. Please see RFP Section 3.4 for price adjustments and 3.3 for the correct contract term.

- **QUESTION #3:** On the Request for Proposal sheet, you state to include a PDF version of the proposal on a flash drive. Do you want the pricing spreadsheets in Excel format and PDF, or just PDF?

  ANSWER TO QUESTION #3: Include both in Excel (on flash drive) and a printed copy with your proposal.

- **QUESTION #4:** UPS section – Limited Lifetime that is for the UPS and NOT the battery, Correct? Battery is a consumable in UPS's

  ANSWER TO QUESTION #4: See RFP Section 8.5.60, which addresses the UPS battery.

- **QUESTION #5:** All maintenance for all Software and Hardware is 5 years. Correct?

  ANSWER TO QUESTION #5: Yes, the Wireless and/or Network Security Automation, Orchestration (Sec Orch) specify 5 years.

- **QUESTION #6:** What manufacture of UPS do you currently use?

  ANSWER TO QUESTION #6: APC or Liebert

- **QUESTION #7:** Approximately what percentage of UPS units are installed in 2 post vs 4 post racks.

  ANSWER TO QUESTION #7: The vast majority are 2 post with an extremely low amount of 4 post.

- **QUESTION #8:** What is BGP function in the network? Edge MPLS and internet only? Internal route propagation?

  ANSWER TO QUESTION #8: Border Gateway Protocol (BGP) is to propagate reachability information through the entire network – both external and internal.

- **QUESTION #9:** In some of the switch requirements in both the spreadsheet and the RFP, there are requirements for an *"Extra Management Module."* Since the second module is non-active (passive / stand-by) it is not e-ratable (i.e. cell B81 in **Type 1** tab) will SBBC be issuing a new XLS spreadsheet removing the extra module requirement from all of the configurations? We noticed the part is already included on the "Current Part List?"

  ANSWER TO QUESTION #9: SBBC will accept chassis-based switches or switch stacks without redundancy in management function "only if" switches proposed for closets with over 80 POE port requirements will have ability to add redundant management module. Price for additional management module is listed on "erate-Ineligible" tab in XLS spreadsheet.

- **QUESTION #10:** Regarding Section 8.3.2 TECHNOLOGY OBSOLESCENCE: Does SBBC expect the Awardee to physically replace any equipment that has been discontinued for sale but is still supported with hardware and software updates or does SBBC mean that the awardee must make available the replacement product as stated in section 8.3.5 for future purchases?

  ANSWER TO QUESTION #10: See revised RFP Section 8.3.2 and further explanation as follows: SBBC expects that network equipment manufacturer will release End of Life (EOL) Announcement at least 6 months prior to End of Sale (EOS) date and at least 5 ½ years from End of Life / End of Support

EXHIBIT 1

(EOL/EOST) date. SBBC expects that after EOL Announcement date all new SBBC orders for network equipment will not contain equipment listed in EOL Announcement and instead only contain alternative equipment which is similar or better in technical specifications, meet minimum requirements listed in this RFP which are applicable to a specific equipment and closet, have over 6 months prior to EOS date and at least 5 ½ years from EOL/EOST date. SBBC understand that sometimes direct line-by-line comparison is not possible between old and new network switches, but expect that such alternative new network switches will be proposed at same or higher discount level as network switches which are subject for replacement, so it will not cost SBBC more per closet than prices listed in this RFP for the same network closet type. SBBC expects that alternative new wireless access point will be proposed at the same or higher discount level as wireless access point which are subject for replacement, so it will not cost SBBC more per access point. If EOL Announcement occurs after network equipment was quoted, but before it was installed at SBBC site, such network equipment must be replaced before installation date to network equipment which is similar or higher in technical specifications, meet minimum requirements listed in this RFP which are applicable to a specific equipment and closet, and have over 6 months prior to EOS date and at least 5 ½ years from EOL/EOST date. Within the entire contract period, Awardee shall not quote or supply EOL/EOST within the 5 ½ years or EOS within 6 months of installation date at SBBC. In the event of the supplied network equipment being declared as EOL/EOST within the 5 ½ year or EOS within 6 months of installed date at SBBC by the Awardee, during the entire contract period, the Awardee must immediately replace such network equipment with network equipment which is similar or higher in technical specifications, meet minimum requirements listed in this RFP which are applicable to a specific equipment and closet, and have over 6 months prior to EOS date and at least 5 ½ years from EOL/EOST date.

- **QUESTION #11:** For the tab "Current Part List" is it for informational purposes only?

  ANSWER TO QUESTION #11: Yes

- **QUESTION #12a:** Do we have to satisfy all components on the 'current part list' to be compliant? (For example: the 300' patch cable is not a common part and is typically a drop cable.)

  ANSWER TO QUESTION #12a: Current part list is for "Informational Purposes Only", and it is beneficial for the Proposer to let SBBC know that they are able to fulfill all the parts on this list.

- **QUESTION #12b:** Can we use the Item Description field to describe different part numbers/description relevant to the solutions we are providing?

  ANSWER TO QUESTION #12b: Yes. That is its purpose.

- **QUESTION #13:** If it's found that the solution quoted in the response will not work as designed, will you hold the responding vendor financially responsible for all costs to make the responded solution work?

  ANSWER TO QUESTION #13: Yes. SBBC expects that Proposers are technical experts in solutions being offered. ALL minimum requirements listed in this RFP must be met by proposed solution and Awardee will be held financially responsible to modify and expand solution with technical elements and/or products needed to meet minimum requirements of this RFP and such modification and expansion must come at a zero $0.00 cost to SBBC.

- **QUESTION #14:** Will the awardee be responsible for managing pre-existing Aruba equipment, or will all equipment be replaced as part of this award?

  ANSWER TO QUESTION #14: SBBC manages all Network Switches and Wireless APs with in-house staff. The Awardee will be responsible for replacing any parts or network / wireless equipment that is still under Manufacturer Warranty (and within five years of installation). SBBC intends to maintain the existing infrastructure and will replace equipment as needed through attrition, based on the needs of SBBC.

- **QUESTION #15:** Is the "unit price installed" cell on each tab supposed to include installation services only?

  ANSWER TO QUESTION #15: "Unit price installed" cell does not include just installation services. This cell represents combined total price in single quantity equivalent for a particular piece of equipment or equipment bundle which includes cost of equipment itself together with installation services, mounting hardware, licenses, support subscriptions and other maintenance services, as well as anything else which is needed for this equipment to be functioning in SBBC environment for the duration of 5 years since installation date at the level listed in minimum requirements listed in this RFP. For the period of 5 years from date of installation date, SBBC will not spend any additional money on top of that listed in this cell to maintain and support this equipment.

- **QUESTION #16:** Is "unit price installed" full deployment services by the awardee, or just the physical racking and stacking of the equipment?

  ANSWER TO QUESTION #16: SBBC expects equipment to be installed and working on the SBBC Network. Installation services must include physical deployment and all needed configuration services on equipment itself, central management platform and SBBC network monitoring systems. At the end of deployment, equipment must be fully functioning, managed, and monitored in according to SBBC network management standards for newly deployed network equipment.

EXHIBIT 1

- **QUESTION #17:** Is the awardee responsible for adds, moves, and changes for the wireless, NMS, and switching for the duration of the contract?

  ANSWER TO QUESTION #17: Requirements are detailed within Section 8 – Scope of Work (closely review RFP Section 8.3). The remainder of the question is not specific enough to provide a response to.

- **QUESTION #18:** Is the awardee responsible for code upgrades for the duration of the contract?

  ANSWER TO QUESTION #18: No, but SBBC expects Awardee to work with manufacturer and SBBC to make recommendations based on security updates and critical firmware updates for SBBC In-house technology staff to perform tasks.

- **QUESTION #19:** Break / fix will be done by the OEM, but is it the awardee's responsibility to coordinate break/fix with OEM?

  ANSWER TO QUESTION #19: See RFP Section 8.3 - GROUP 1 & 2 REQUIREMENTS of the RFP

- **QUESTION #20a:** Is it SBBC's expectation that the awarded vendor will provide 1st line of support for the duration of the contract (5 ½ years), and coordinate all support tickets and repairs on NMS, wireless, and switching equipment for SBBC? If the answer is yes, this sounds like a managed service contract. If SBBC is not calling it managed services, what would SBBC say the difference is between what is expected of the vendor and a managed services contract?
  ANSWER TO QUESTION #20a: Awardee will not coordinate all support tickets on NMS, wireless, and switching equipment for SBBC or provide 1st line of support for equipment troubleshooting. Awardee is responsible for all procedures related to equipment repair and replacement after equipment which was in place less than 5 years since installation date was identified as failed by SBBC network team which will base troubleshooting process on equipment manufacturer best practices for troubleshooting. Please read 8.3-GROUP 1 & 2 REQUIREMENTS for additional information. SBBC network team will always do their best to minimize amount of false/positive situation when Awardee will be involved for equipment repair and replacement process.

- **QUESTION #20b:** To expand on that previous question, is the awarded vendor only used to install? And then once installed, SBBC will utilize the manufacturer for opening cases and repairs/replacements? For example, Cisco has what is called TAC support, which SBBC would have complete access to for repairs and replacements if Cisco was their OEM provider. For example, if there is an issue with a part, SBBC would be provided with online or phone support via TAC, to diagnose issues and determine a fix or replacement. We just want to make sure that as a responder/partner our services pricing that we add to the " unit cost installed" cell don't overlap with manufacturer standard support services, and effect the pricing. (the reason for these questions is the variance of install pricing from the lowest bidder and all other bidders in Round 1 of this RFP)
  ANSWER TO QUESTION #20b: Please read 8.3-GROUP 1 & 2 REQUIREMENTS and answer to above question. SBBC has an in-house centralized IT NOC staff who remotely monitors and supports the wireless and LAN network, but Awardee ill handle repair and replacement of faulty equipment.

- **QUESTION #21:** In Section 8.5.4 Repairs, you state that the "awardee" after being notified, must have repairs started within 4 hours? Can this be performed by the winning OEM, not the awardee?
  ANSWER TO QUESTION #21: SBBC cannot dictate to the Awardee how to organize their support model. SBBC will contact the Awardee for repairs as stated in the RFP.

- **QUESTION #22:** Can the local repair station and local service facility be the OEM's?

  ANSWER TO QUESTION #22: See answer to question above.

- **QUESTION #23:** If responder is an SBBC certified vendor and we are filling in #00470, do we just state on the sheet 100% self-performing? Is that the only thing we need to do to fulfill the requirements and receive the full points available?

  ANSWER TO QUESTION #23: SBBC Certified MWBE Vendor/Proposers responding to this RFP must submit the Document 00470 and Document 00475 listing the Percentage and scope of work to be performed. Also, A Copy of the SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included. Please refer to page 11 of RFP document that states that "M/WBE Proposer who are self-performing must identify themselves by completing Form 00470 and 00475. SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included. The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and dollar. Forms 00470 and 00475 must be submitted with the bid/proposal".

- **QUESTION #24:** On the Sec-Orch tab, what term support and subscription is required for the "unit price without installation" (**cell G 10**), which correlates directly to a responders total price? Is it supposed to be a 1 year price? Or a 5 year price? SBBC asks "for informational purposes" the annual maintenance and subscription

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cost allocation for years 2, 3, 4 & 5 in the box right next to it, so it is confusing as to if cell **G10** should be filled in with a 1 year price or if it should be more. Exactly what term support and subscription should be filled in for **cell G10** on Sec-Orch tab so all responders are apples to apples?

ANSWER TO QUESTION #24: The term of support and subscription is the same with or without installation. SBBC wants to see the difference of price between installed and not installed. Both prices must include 5yr price with License, maintenance/support or subscription included. Cell "I9" is for SBBC to know the fractional price allocation for SBBC, on how much you are charging for years 2,3,4,5 for annual maintenance and support after 1 year for information purposes only.

- **QUESTION #25a:** SBBC specifies that all maintenance for SW and HW is for 5 years for Wireless and Sec Orch, but what about the switching? Does the 5 years also apply to the switching components?

  ANSWER TO QUESTION #25a: Yes

- **QUESTION #25b:** If so, does it also apply to services/support or licensing or both?

  ANSWER TO QUESTION #25b: Both

- **QUESTION #26:** On the Wireless tab **Cell J 14** Annual Maintenance and Subscription Price for Each Additional Year (Beyond initial term) What is the initial term length?

  ANSWER TO QUESTION #26: Prices must include 5-year License, maintenance/support or subscription. Cell "J14" is for SBBC to know the fractional price allocation for SBBC, on how much you are charging for years 2,3,4,5 for annual maintenance and support after 1 year for information purposes only.

- **QUESTION #27:** Will there be a negative scoring impact if non chassis-based is proposed?

  ANSWER TO QUESTION #27: Today, SBBC uses chassis-based and has had a good experience; and will score the solution based on many factors and not specifically on any specific one.

- **QUESTION #28:** The minimum discount tab (OTHER tab) added to the pricing workbook is very general and will be difficult to answer. Every product has different discount levels, and so does services. For example, a services discount average may by 10%, where a product discount is 65%. What would SBBC like to see in this cell, as we can only input one number? Or can a separate row be created for a services discount and then a separate row for HW discount, and a separate row for SW/Subscription discount?

  ANSWER TO QUESTION #28: The minimum discount in the example above is 10%. This item is for information purposes only and sets a base level.

- **QUESTION #29:** What is Flow Collection software on the Sec Orch tab?

  ANSWER TO QUESTION #29: As listed in RFP Sections 8.5.9 (a) and 8.5.89 The Network Security Automation, Orchestration solution must have the ability to make decisions based on identified traffic patterns. Flow Collection is a feature related to the solutions ability to collect and analyze traffic flow information. Today, SBBC has a Flow Collector solution in place, but SBBC welcomes responders to provide their own Flow Collector solution if needed as part of Network Security Automation, Orchestration solution or separately on Cell B12 on tab "Sec Orch" which can be used to separate the solution in case the Proposer wants to list it separately instead of including this feature in the bundle. Proposer must open bundle components in area below row 19. In any case this feature must be provided. As mentioned in the area title (row 7) all line items are presenting are a "Sample Design" only, so Proposers don't have to follow them in their design / recommendation and may utilize alternative items columns or specify zero price for this particular line item and specify in the "Notes" column that this line is not in use because feature provided as part of the bundle listed in other line. This component is very important for SBBC, and SBBC looks forward to responder to provide technical materials which describe technical details how suggested Network Security Automation, Orchestration solution will do this.

- **QUESTION #30:** Regarding Section 8.5.2 WARRANTIES…No separate extended warranty or special arrangement…: Some products do not come with the specified warranty by default though the manufacturer provides a commercially available warranty extension. Will this Manufacturer's extended warranty be accepted so long as it is part of their generally available warranty options and not a special offer?

  ANSWER TO QUESTION #30: It must be a Standard Manufacturer Warranty that is not a separate line item or have a separate cost.

- **QUESTION #31:** Regarding Section 8.5.3 CERTIFICATION(S): As written this would require the Awardee to support warranty work including RMA and truck roll for all aspects of the SBBC network including those items not covered under this proposed agreement. Please refine the scope of work intended to be covered under this requirement.

EXHIBIT 1

ANSWER TO QUESTION #31: Awardee is responsible for rolling the trucks 5 years from installation date, no matter in what year of the contract. Awardee is also responsible for currently installed network equipment which is under the 5 years of installation date. Awardee will not coordinate all support tickets on NMS, wireless, and switching equipment for SBBC or provide 1st line of support for equipment troubleshooting. Awardee will only be responsible for all procedures related to equipment repair and replacement after equipment which was in place less than 5 years since installation date was identified as failed by SBBC network team which will base troubleshooting process on equipment manufacturer best practices for troubleshooting. Please read 8.3 - GROUP 1 & 2 REQUIREMENTS for additional information. SBBC network team will always do their best to minimize amount of false/positive situation when Awardee will be involved for equipment repair and replacement process.

- **QUESTION #32a:** Regarding Section 8.5.60 UPS WARRANTY: This section requires that the awardee include battery replacements as a warranty item. While some UPS manufacturers classify their batteries in this way, others do not. Does this statement preclude proposing current SBBC UPS vendors if they do not warrant batteries for 5 years?

  ANSWER TO QUESTION #32a: SBBC will accept UPS BATTERIES for UPS devices listed on spreadsheet tabs Type1 to Type 20 to come with a standard manufacturer limited warranty of 3 years at ZERO cost. Additional 2 year can be added in the separate line items in the area below row 19 on "Sec Orch - Erate Ineligible" tab in the spreadsheet.

- **QUESTION #32b:** Regarding Section 8.5.60 UPS WARRANTY: Are replacement batteries considered an eligible Erate item?

  ANSWER TO QUESTION #32b: Replacement batteries service (outside of standard manufacturer warranty) is considered as Erate ineligible.

- **QUESTION #33:** Regarding PDU's: Are PDUs to be mounted horizontal or vertical?

  ANSWER TO QUESTION #33: Horizontally

- **QUESTION #34:** Regarding PDU's: Which type of PDU is preferred? Basic, Metered or Switched PDU?

  ANSWER TO QUESTION #34: SBBC requires rack mountable Metered or Switched PDUs. Power strips cannot be considered as substitute to PDU.

- **QUESTION #35:** Installation may require a complete shutdown of the UPS and connected load. Is an after-hours installation preferred or can a shutdown occur during normal business hours 7:30-3:30 Monday through Friday?

  ANSWER TO QUESTION #35: After hours or with permission from the school or Site Administration at an agreed time.

- **QUESTION #36:** Is there any existing, depleted equipment the installing technicians should remove and dispose of as part of the UPS installation service? If so, please provide details (model number, serial number, equipment type, weight, battery info.)

  ANSWER TO QUESTION #36: Awardee must remove old equipment as new becomes available to replace. Awardee will work with site regarding storage location of old equipment and comply with SBBC standard installation/removing procedures, including completion of SBBC paperwork. No disposal services are required, as there is a separate disposal service that SBBC has a contract with.

- **QUESTION #37:** Please provide details regarding school board-provided device configuration listed in 8.5.42. Is there equipment, other than the UPS units, the installing technicians will be responsible for migrating?

  ANSWER TO QUESTION #37: 8.5.42 pertains to basic configuration of the UPS provided by SBBC network team. If new UPS deployment is performed as a replacement task, Awardee will ensure all equipment connected to the old UPS must be migrated to new UPS during installation process. Also, part of UPS installation is to connect UPS to SBBC network and add new UPS in SBBC central management platform (if such exists for the UPS model) and network monitoring systems.

- **QUESTION #38:** Regarding Monitoring & Dispatch: Would The School Board of Broward County like to have included, as part of the bid, a service beyond the scope of a standard factory or extended warranty which would provide faster response to UPS / battery alerts, streamline communication so that it is direct with the UPS manufacturer, cover parts and labor for five years total, offer analytics to lead to predictive maintenance rather than reactive alert response? If yes, where do we submit?

  ANSWER TO QUESTION #38: Proposer may submit any additional service or items as a separate line item in the area below row 19 on "Sec Orch - Erate Ineligible" tab, in the spreadsheet.

EXHIBIT 1

- **QUESTION #39:** Are proposers allowed to submit 2 different proposals?

  ANSWER TO QUESTION #39: Proposers may submit as many different proposals as they want. Just submit the proposals separately and clearly identified to avoid confusion.

- **QUESTION #40:** Would the district be open to network topology modifications within each closet type to maximize value, resiliency, and performance?

  ANSWER TO QUESTION #40: SBBC will accept equivalent bids and Proposers should use the "alternative equipment" spaces in the tab to propose. All solutions must meet same minimum requirements listed in this RFP.

- **QUESTION #41:** Regarding 4.2.4 FOR ALL GROUPS: Does this apply to only for those responding with equivalent?

  ANSWER TO QUESTION #41: All Proposers must provide a minimum of three (3) customer references.

- **QUESTION #42a:** Regarding 7.23 – "actively marketed product" – please expand. Can respondent propose product that currently is not announced?

  ANSWER TO QUESTION #42a: No

- **QUESTION #42b:** Or not available?

  ANSWER TO QUESTION #42b: No

- **QUESTION #42c:** Must the product be commercially available at the time of bid submittal?

  ANSWER TO QUESTION #42c: Yes

- **QUESTION #43:** Will the District accept Electronic Signatures for forms and notarization -?

  ANSWER TO QUESTION #43: Yes

- **QUESTION #44:** Regarding 8.3.5 – how does this differ from 8.3.2?

  ANSWER TO QUESTION #44: 8.3.5 DISCONTINUATION AND SUBSTITUTION FOR RFP ITEMS, 8.3.2 TECHNOLOGY OBSOLESCENCE is a more robust explanation of 8.3.5. See answer to question #10 above for additional information.

- **QUESTION #45:** Regarding 8.5.35 – Is the intent of the user experience sensor to provide analytics of users currently connected to WLAN such as how long DNS resolutions took, how long DHCP took, etc? Or is the intent to provide an out of band sensor that has the capability to connect to the WLAN network and provide real time feedback of what a client would be experiencing by authenticating to the network and accessing network services?

  ANSWER TO QUESTION #45: SBBC wants to provide analytics of users currently connected to WLAN

- **QUESTION #46:** Regarding 8.5.67 The UPS device must support SNMPv3, SSH and SSL communications protocols. Since this contract does not go into effect January 2021, will the District accept the feature being available Jan/2021 and only in testing phase now?

  ANSWER TO QUESTION #46: Requirements must be available now, when the RFP was released.

- **QUESTION #47:** Regarding 8.5.68 The UPS device must have the ability to utilize RADIUS method of login authentication. Since this contract does not go into effect January 2021, will the District accept the feature being available Jan/2021 and only in testing phase now?

  ANSWER TO QUESTION #47: Requirements must be available now, when the RFP was released.

- **QUESTION #48:** It has been a policy of Broward School District Procurement that if the RFP stated, "must have" or "must do" (etc.) and it was not provided, it would be grounds for disqualification. Is this still the case? Or has the District relaxed that definition?

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ANSWER TO QUESTION #48: Please see section 4.2, which specifies the grounds which cause Procurement to disqualify a proposal. No, the District has not relaxed on any. For Example, item 4.2.10 states: At the time of bid opening, Proposer must have a valid and current Florida State Specialty Contractor (low-voltage) license.. So, Proposers who do not have this license will be disqualified (for Group 1).

- **QUESTION #49:** Is there a matrix for scoring for "Experience and Qualification" and for "Scope of Work"? or is this purely subjective award of points by the evaluator?

  ANSWER TO QUESTION #49: A rubric may be supplied to the evaluators, but the only scoring requirement that evaluators must adhere to is the maximum point possible, as defined within the RFP.

- **QUESTION #50:** Are the evaluators responsible for ensuring the bids meet the technical requirements?

  ANSWER TO QUESTION #50: Yes, as stated in RFP Section 5.2, step 3.

- **QUESTION #51:** UPS section – Limited Lifetime that is for the UPS and NOT the battery-Correct? Battery is a consumable in UPS

  ANSWER TO QUESTION #51: See RFP Section 8.5.60 which addresses the UPS battery.

- **QUESTION #52:** Will SBC accept extended warranty to support the 5 yr Limited HW Warranty on UPS Batteries?

  ANSWER TO QUESTION #52: Yes, Proposer must validate the standard manufacturer warranty is 3 years and utilize the E-rate Ineligible section of the Excel spreadsheet.

- **QUESTION #53:** What manufacturer of UPS units were the specs based off of?

  ANSWER TO QUESTION #53: They are general UPS requirements from SBBC, not specific to any manufacturer.

- **QUESTION #54:** The UPS specs do not look like Liebert, please confirm.

  ANSWER TO QUESTION #54: Provider UPS specification requirements are based not on a specific manufacturer specification, but on common parameters for all UPS industry leaders. Values for technical parameters selected based on consideration that network equipment expands and is sensitive electronic equipment which requires appropriate power protection levels. Many UPS industry leaders have products which will meet the specification requirements.

- **QUESTION #55:** Does SBBC plan to procure Network Security Automation, Orchestration solution (Sec Orch Tab) in single purchase in a way it is listed in cell B10 based on Bill of Material listed below row 19? Or does SBBC planning to procure some separate components of Network Security Automation, Orchestration solution before other components?

  ANSWER TO QUESTION #55: SBBC is planning to procure Network Security Automation, Orchestration solution in different phase depending on the financial position of SBBC and if the components in the sections can be deployed to function in a phased approach, independently from each other. The first phase will include components of Network Security Automation, Orchestration solution which are required for deployment of the (with and without auto provisioning), management and maintenance for wired and wireless network equipment. Second phase will include remaining components of Network Security Automation, Orchestration solution which are required to build a solution based on minimum requirements listed in this RFP.

- **QUESTION #56:** In the XLS spreadsheet Sec-Orch tab on cell "B11" listed "One (1) Full Time Staff Augmentation Resource". Can you clarify in which tab we should list price for this item because installation terminology does not apply on this item?

  ANSWER TO QUESTION #56: Since installation does not apply on this item please list same price in both columns G and H.

- **QUESTION #57:** Please provide clarity on how important it is to add detailed Bill of Material in sections of XLS tabs dedicated for detailed information on bundle components. For ex. on the spreadsheet tab Sec-Orch area below row 19.

  ANSWER TO QUESTION 57: Since many of the items listed in the price section are bundles, it is important for responders to list bundle components in these sections. This will give SBBC evaluation team a good understanding to properly evaluate the suggested solution. The Committee will review and discuss all technical components of provided solution and score solutions based on understanding how suggested solution meets SBBC technical needs, in-house expertise and ability to effectively support the SBBC network environment. The Committee will prioritize responses which

EXHIBIT 1

provide detailed technical language in a clear manner, explaining all technical aspects of the suggested solution. The Proposer missing any technical information on the solution components, will lead the Committee to not be able to clearly understand the technical solution.

- **QUESTION #58:** On the tab "Sec Orch – Erate Ineligible" below row 19; according to the section title, is intended for the bundle components list. Also, this section lists other items such as: Wireless User Experience device – can you provide a clarity on this area and which items need to be listed in this area?

  ANSWER TO QUESTION #58: Since many of the items listed in the price section are bundles, it is important for Proposers to list bundle components in this section. This information will give the SBBC evaluation Committee information to help understand and evaluate suggested solution. Information in this section is also for "informational purposes only". Spreadsheet Tab "Sec Orch – Erate Ineligible" is intended for information on Network Security Automation, Orchestration Solution and also for information on all other Erate Ineligible items such as redundant power supplies, redundant management modules, etc … SBBC didn't create separate area on this tab for other erate ineligible items.

- **QUESTION #59:** On spreadsheet tabs Type 1 to Type 20, UPS devices listed with specific parameters for load, such as "1080-Watt 80% load". Are such parameters mandatory or provided as part of Sample Design?

  ANSWER TO QUESTION #59: The item descriptions and parameters are part of a "Sample Design – only", and parameters are listed in the minimum section requirements as mandatory to meet. Column notes can be used to provide comments on differences in values, as well as specific models with different descriptions. If UPS model is completely different such as model 2500 VA vs 2200 VA, please use Alternative Equipment fields to specify model and UPS information.

  For example –UPS devices of same model categories may have minor differences in maximum load value, so if equipment that this UPS is intended to support is less than 80% from that value of UPS, it will be an acceptable solution in this example.

- **QUESTION #60:** Will the district supplement the evaluation team's review the technical specifications?

  ANSWER TO QUESTION #60: The District is considering adding a technical consultant to provide a review/analysis of the technical responses, as is done with some other RFPs which have highly technical specifications. The consultant would provide an unbiased, factual review of technical response.

EXHIBIT 1

SECTION 10 – FORMS AND ATTACHMENTS

Please fill out attachments below and submit with your proposal. Some attachments must be notarized.

EXHIBIT 1

ATTACHMENT A – S/M/WBE FORMS

The following forms are due at the time of Bid submittal.
(forms referenced below can be obtained on our website at: https://www.browardschools.com/Page/32118)

1. FORM 00470 - Statement of Intent (To Perform as an S/M/WBE Subcontractor) (Form preview follows)

Document Number 00470
Attachment _____

Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

SOLICITATION #:

CONTRACT #:

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity

2. FORM 00475 - Small/Minority/Women-Owned Business Enterprise Subcontractor Participation Schedule (Form preview follows)

Document Number 00475
Attachment _____

Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

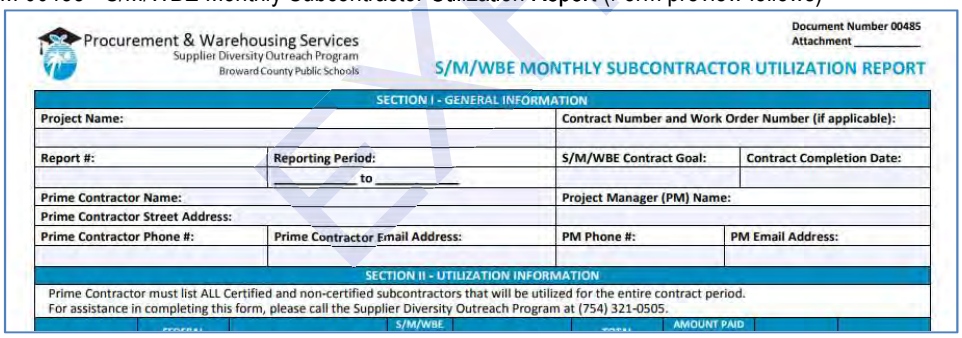
SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

DATE

SOLICITATION INFORMATION			
Contract #:		Project Start Date:	
Project Name:			
Project Location:			
Bidder/Proposer:			

The following form is due (if applicable) <u>after</u> Bid has been awarded:

1. FORM 00485 - S/M/WBE Monthly Subcontractor Utilization Report (Form preview follows)



Document Number 00485
Attachment _____

Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT

SECTION I - GENERAL INFORMATION			
Project Name:		Contract Number and Work Order Number (if applicable):	
Report #:	Reporting Period: _____ to _____	S/M/WBE Contract Goal:	Contract Completion Date:
Prime Contractor Name:		Project Manager (PM) Name:	
Prime Contractor Street Address:			
Prime Contractor Phone #:	Prime Contractor Email Address:	PM Phone #:	PM Email Address:

SECTION II - UTILIZATION INFORMATION

Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period.
For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.

		S/M/WBE		AMOUNT PAID	

- SBBC Supplier Diversity Outreach Policy 3330 can be seen at website URL: https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/Policy_3330_Final_Adoption.pdf
- SDOP website with list of Certified S/M/WBE Vendors: browardschools.com/sdop

EXHIBIT A

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL PROPOSERS

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

Company Name

Name of Official

Business Address

City, State, Zip Code

EXHIBIT 1

ATTACHMENT C – FLORIDA BIDDER'S PREFERENCE

MUST BE COMPLETED BY ALL BIDDERS

LEGAL OPINION OF BIDDER'S PREFERENCE

Proposer (Firm) Name: _____

Identify the state in which the Bidder has its principal place of business: _____

Authorized Signature: _____

INSTRUCTIONS: If your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with bid, shall be considered to be non-responsive and bid rejected.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

_____

_____

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address out-of-state Bidder's attorney: _____

Telephone number out-of-state Bidder's attorney: _____

E-Mail address out-of-state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

EXHIBIT 1

ATTACHMENT D – DEBARMENT

MUST BE COMPLETED BY ALL PROPOSERS

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: **http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT 1

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Signature(s) Date

INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT D

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, must the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT 1

ATTACHMENT E – GROUP 1 CUSTOMER REFERENCES

MUST BE COMPLETED BY ALL GROUP 1 STRUCTURED CABLING PROPOSERS

Proposer (Firm) Name: _____

Provide references below as required in Section 4.2.3

CUSTOMER REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 5			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

EXHIBIT 1

ATTACHMENT E – GROUP 2 CUSTOMER REFERENCES

MUST BE COMPLETED BY ALL GROUP 2 ENTERPRISE NETWORK PROPOSERS

Proposer (Firm) Name: _____

Provide references below as required in Section 4.2.3

CUSTOMER REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 5			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

EXHIBIT 1

ATTACHMENT F – SUPPLIER REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Proposer (Firm) Name: _____

Provide references below as required in Section 4.2.4

SUPPLIER REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 5			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

EXHIBIT 1

ATTACHMENT G – EXCEL SPREADHSEETS

SPREADSHEET: Proposer **must** fill out the Excel attachments electronically. No handwritten summary sheets will be accepted. Complete the Excel files and submit in .xls type format with your proposal response on the flash drive.

This RFP contains two (2) groups. Each group has an accompanying Excel Spreadsheet available for download via DemandStar or the E-rate Productivity Center (EPC). Each spreadsheet contains multiple tabs. Carefully review each tab to ensure all required content is populated.

Proposers must submit pricing for all items requested. Failure to include a price offer for each and every item included on the pricing sheet will be construed by SBBC to indicate that the Proposer is unable to provide that item (with the exception as those identified as "for information purposes only"). Additionally, the omission of a price offer for any item listed on the pricing sheet will eliminate the possibility of scoring this Section equitably among multiple Proposers. For these two reasons, any proposal that does not contain a price offer for each line item listed, will result in a rejection of the entire proposal by SBBC as being incomplete and non-responsive. Cells marked "For Information Purposes Only" are not used for scoring purposes.

The quantities listed on the Excel pricing sheets are estimated quantities to be ordered throughout the contract period and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the estimates and shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period and as few as one item each may be ordered at one time.

NOTE: Carefully review each tab to ensure all applicable spaces are completed. **The following is** a list of all tabs along with screenshots.

Pricing shall include both installed and non-installed options as indicated on the Excel pricing file.

Group 1 Excel Spreadsheet contains 5 tabs:

GROUP 1 Excel Document Tab 1: Company Representative (screenshot of tab follows)

GROUP 1 Excel Document Tab 2: SOW Response (screenshot of tab follows)

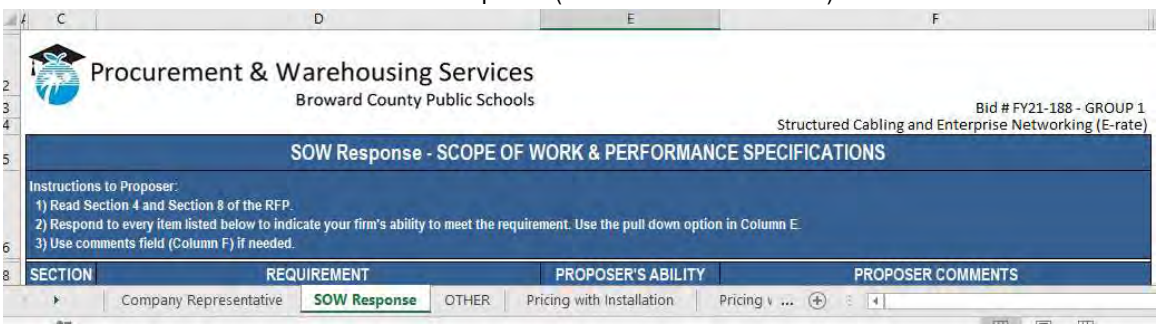
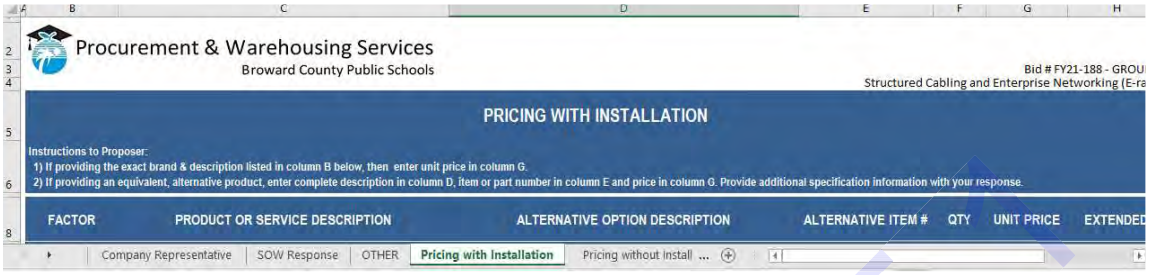


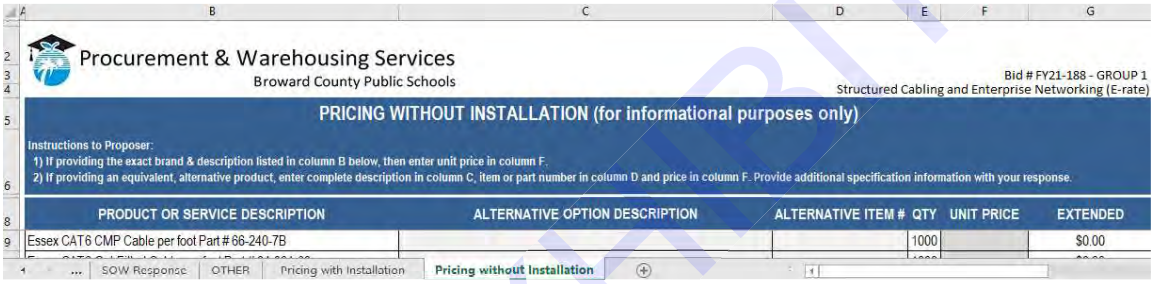
EXHIBIT 1

GROUP 1 Excel Document Tab 3: OTHER (screenshot of tab follows)

GROUP 1 Excel Document Tab 4: Pricing with Installation (screenshot of tab follows)



GROUP 1 Excel Document Tab 5: Pricing without Installation (screenshot of tab follows)

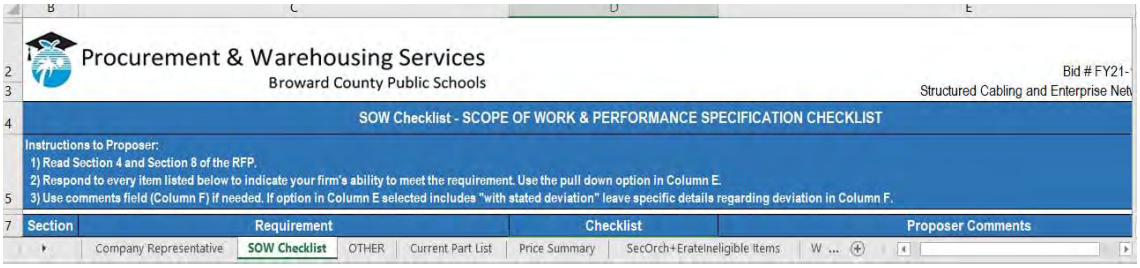


Group 2 Excel Spreadsheet contains 27 tabs:

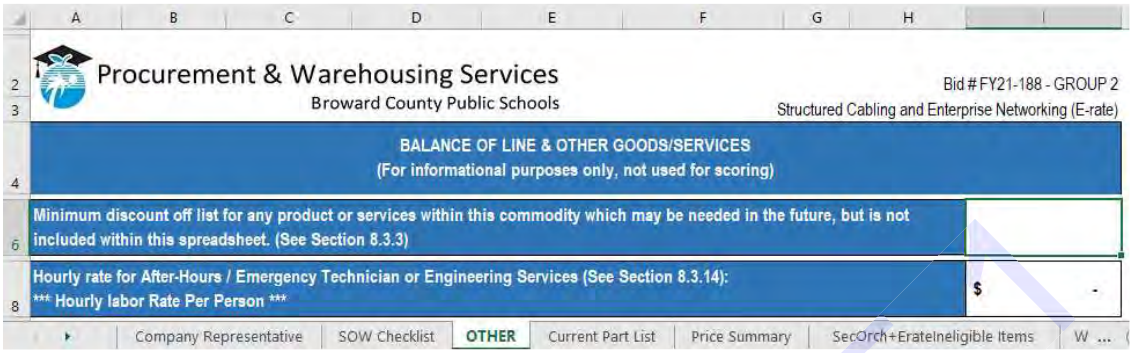
GROUP 2 Excel Document Tab 1: Company Representative (screenshot of tab follows)

[THIS SPACE INTENTIONALLY BLANK SCREENSHOTS CONTINUE ON NEXT PAGE]

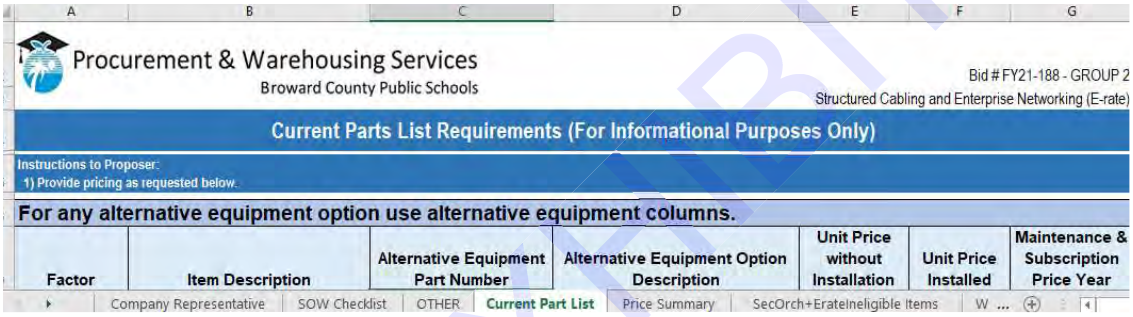
GROUP 2 Excel Document Tab 2: SOW Checklist (screenshot of tab follows)



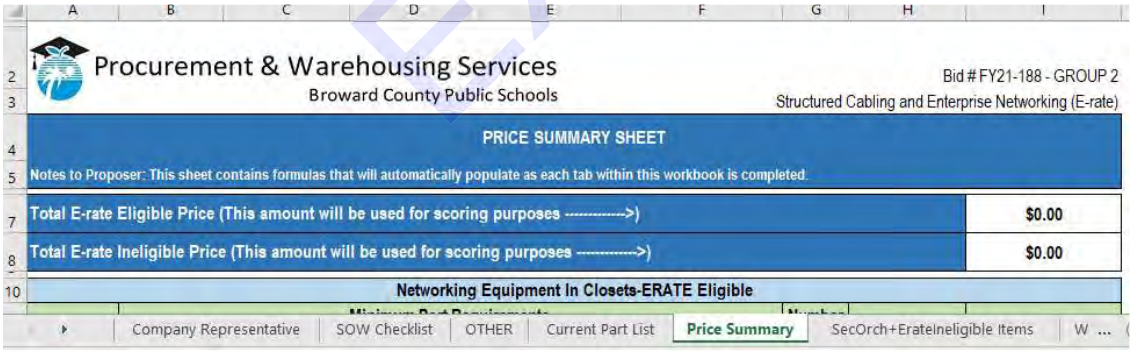
GROUP 2 Excel Document Tab 3: OTHER (screenshot of tab follows)



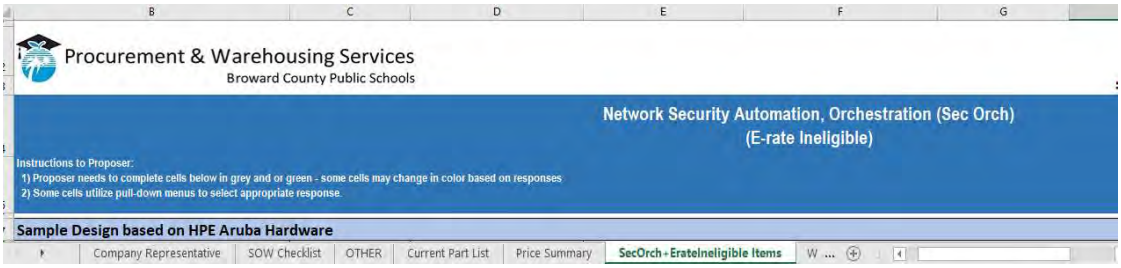
GROUP 2 Excel Document Tab 4: Current Part List (screenshot of tab follows)



GROUP 2 Excel Document Tab 5: Price Summary (screenshot of tab follows)

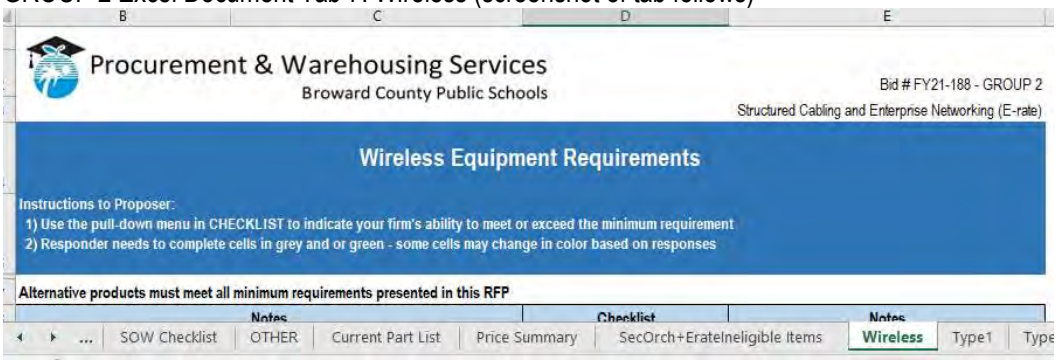


GROUP 2 Excel Document Tab 6: Network Security Automation, Orchestration (screenshot of tab follows)

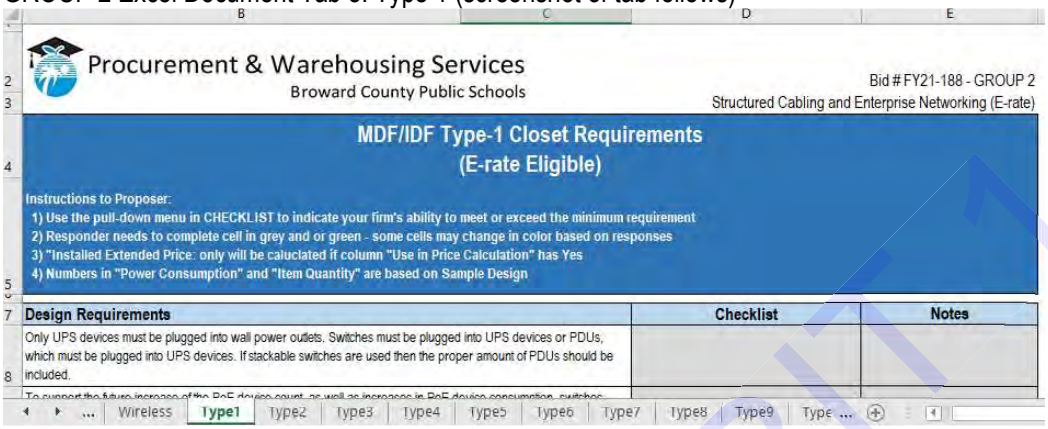


EXHIBIT

GROUP 2 Excel Document Tab 7: Wireless (screenshot of tab follows)



GROUP 2 Excel Document Tab 8: Type 1 (screenshot of tab follows)



GROUP 2 Excel Document Tab 9: Type 2 (screenshot of tab follows)

GROUP 2 Excel Document Tab 10: Type 3 (screenshot of tab follows)

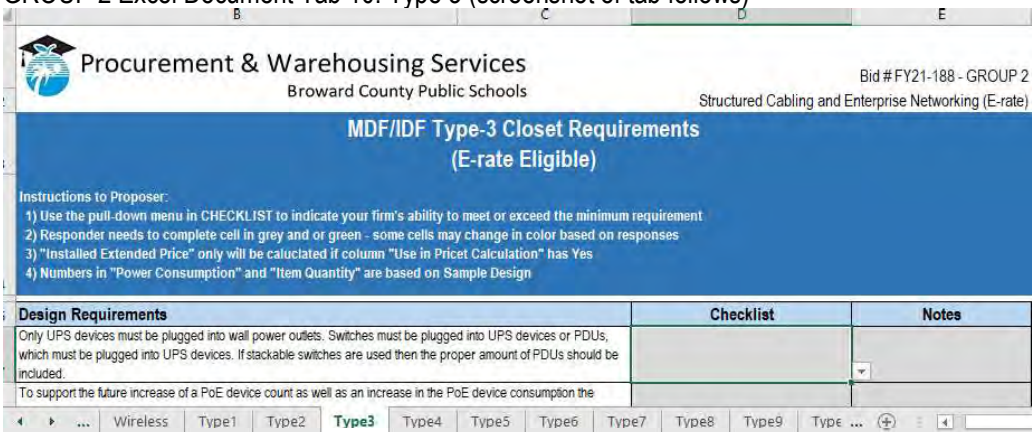
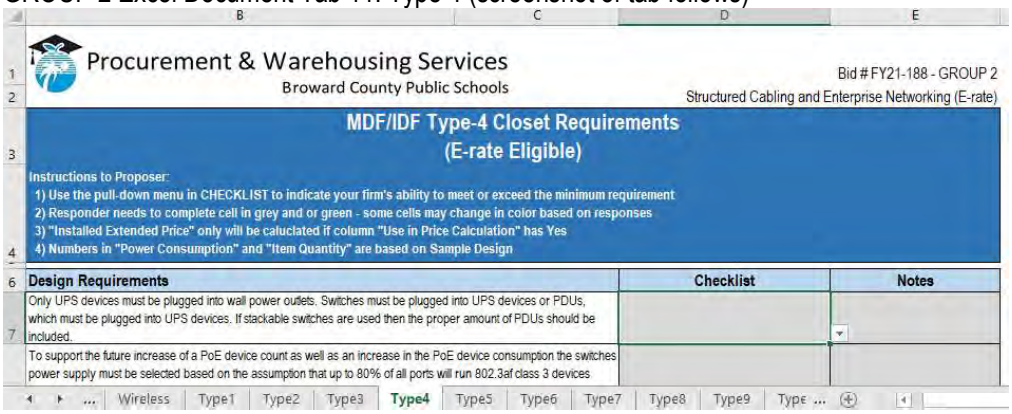


EXHIBIT 1

GROUP 2 Excel Document Tab 11: Type 4 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

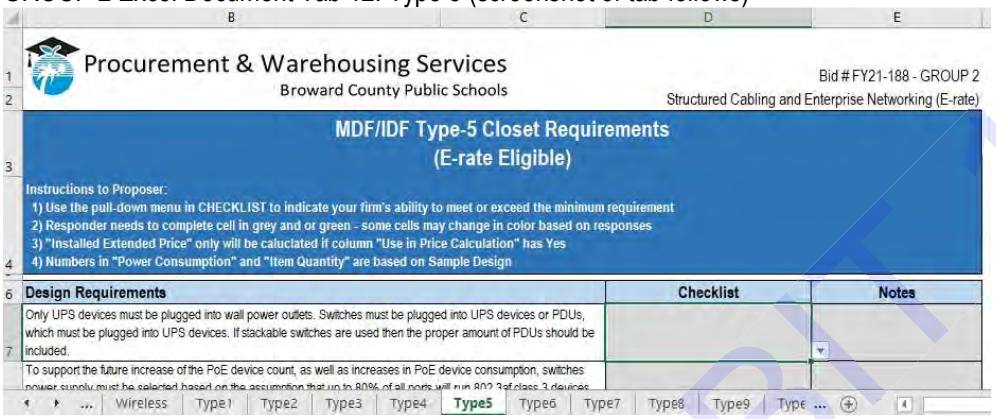
MDF/IDF Type-4 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of a PoE device count as well as an increase in the PoE device consumption the switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

... Wireless Type1 Type2 Type3 **Type4** Type5 Type6 Type7 Type8 Type9 Type ...

GROUP 2 Excel Document Tab 12: Type 5 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

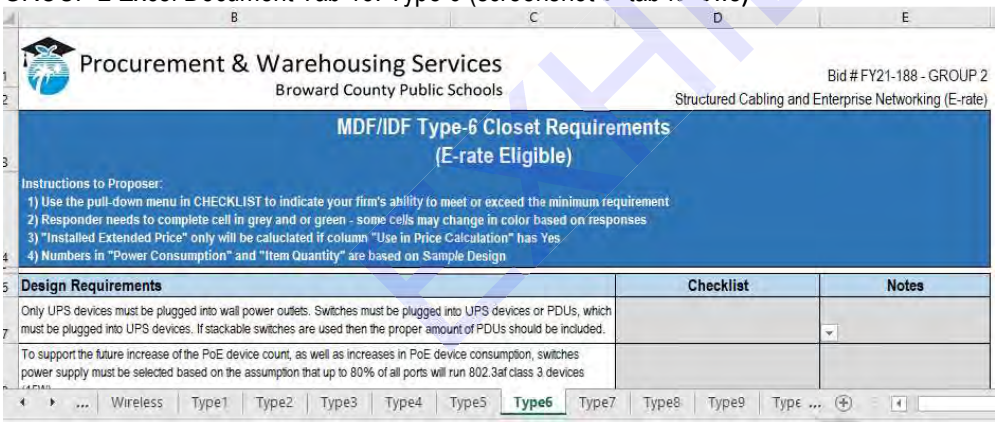
MDF/IDF Type-5 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

... Wireless Type1 Type2 Type3 Type4 **Type5** Type6 Type7 Type8 Type9 Type ...

GROUP 2 Excel Document Tab 13: Type 6 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

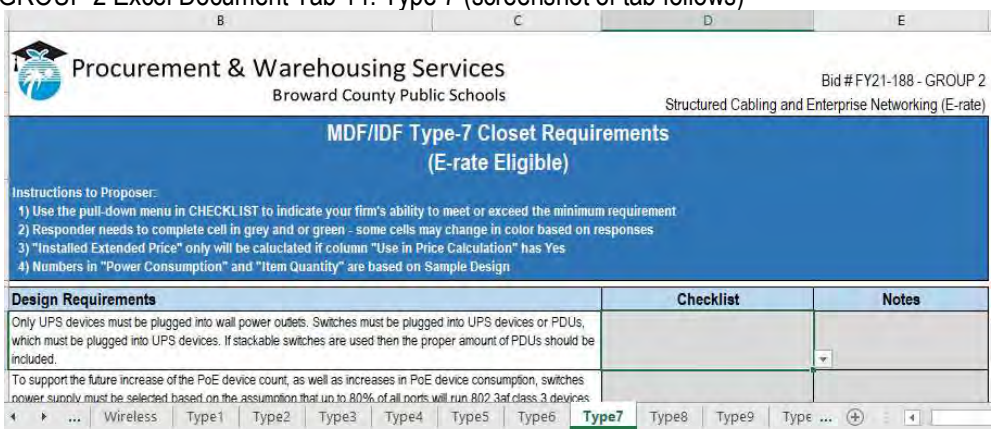
MDF/IDF Type-6 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

... Wireless Type1 Type2 Type3 Type4 Type5 **Type6** Type7 Type8 Type9 Type ...

GROUP 2 Excel Document Tab 14: Type 7 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-7 Closet Requirements
(E-rate Eligible)

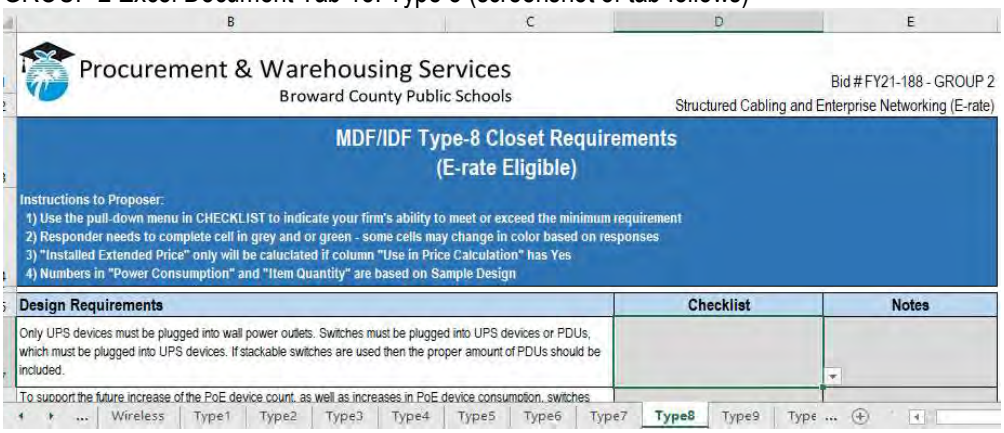
Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

... Wireless Type1 Type2 Type3 Type4 Type5 Type6 **Type7** Type8 Type9 Type ...

EXHIBIT 1

GROUP 2 Excel Document Tab 15: Type 8 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

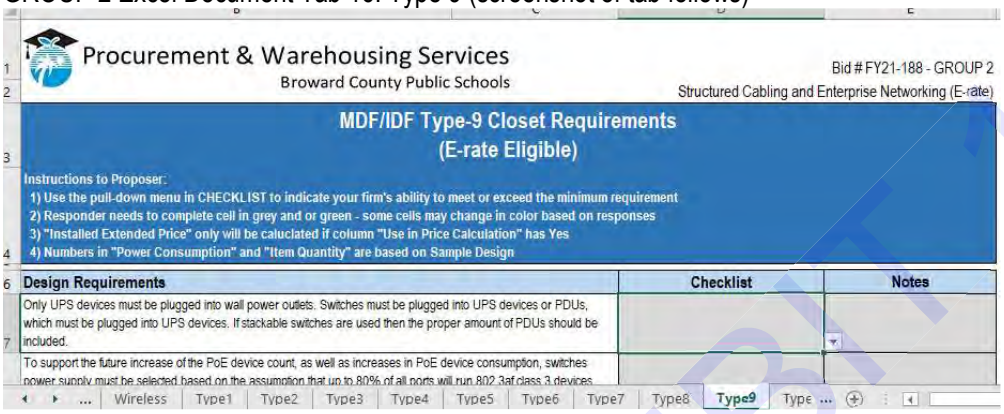
MDF/IDF Type-8 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches		

... Wireless | Type1 | Type2 | Type3 | Type4 | Type5 | Type6 | Type7 | **Type8** | Type9 | Type ...

GROUP 2 Excel Document Tab 16: Type 9 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

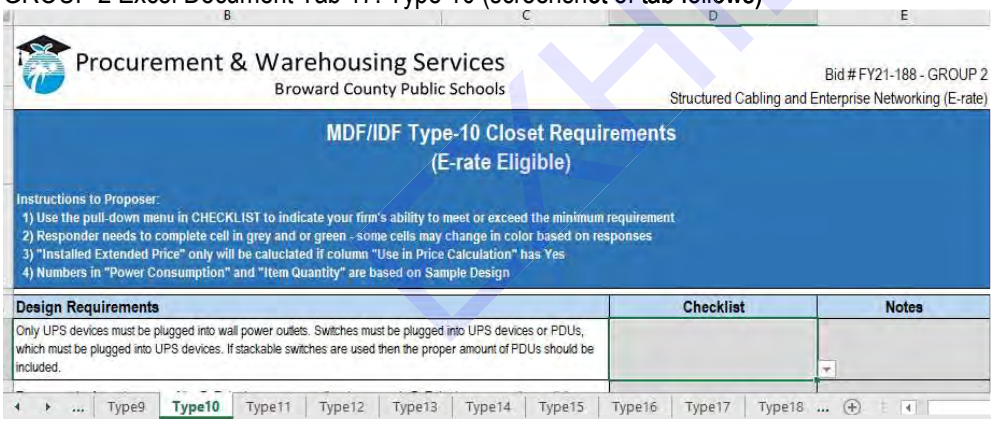
MDF/IDF Type-9 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

... Wireless | Type1 | Type2 | Type3 | Type4 | Type5 | Type6 | Type7 | Type8 | **Type9** | Type ...

GROUP 2 Excel Document Tab 17: Type 10 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

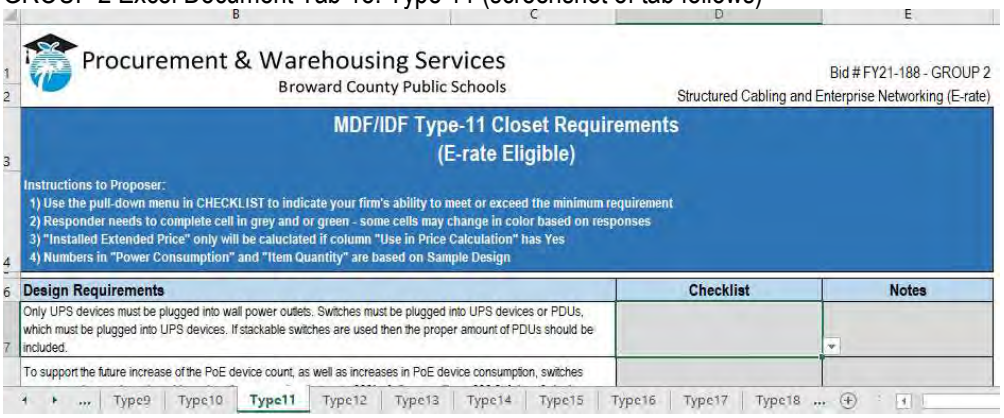
MDF/IDF Type-10 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		

... Type9 | **Type10** | Type11 | Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | Type18 ...

GROUP 2 Excel Document Tab 18: Type 11 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-11 Closet Requirements
(E-rate Eligible)

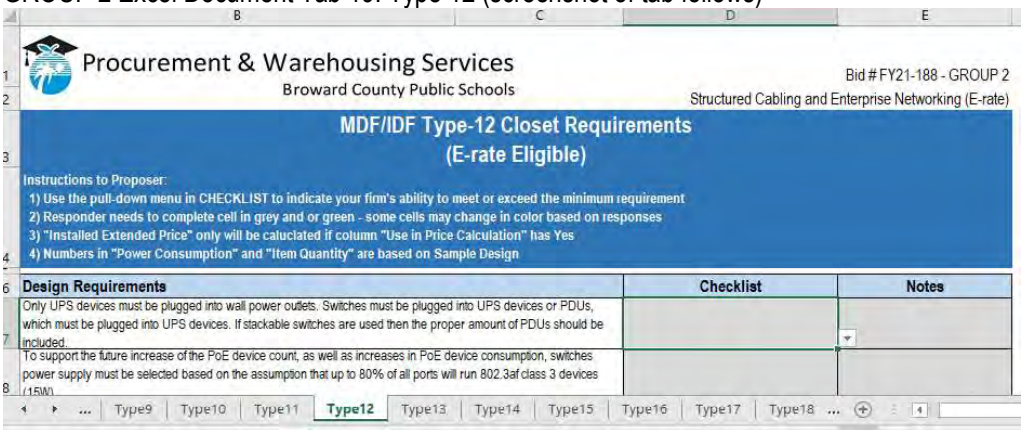
Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches		

... Type9 | Type10 | **Type11** | Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | Type18 ...

EXHIBIT 1

GROUP 2 Excel Document Tab 19: Type 12 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

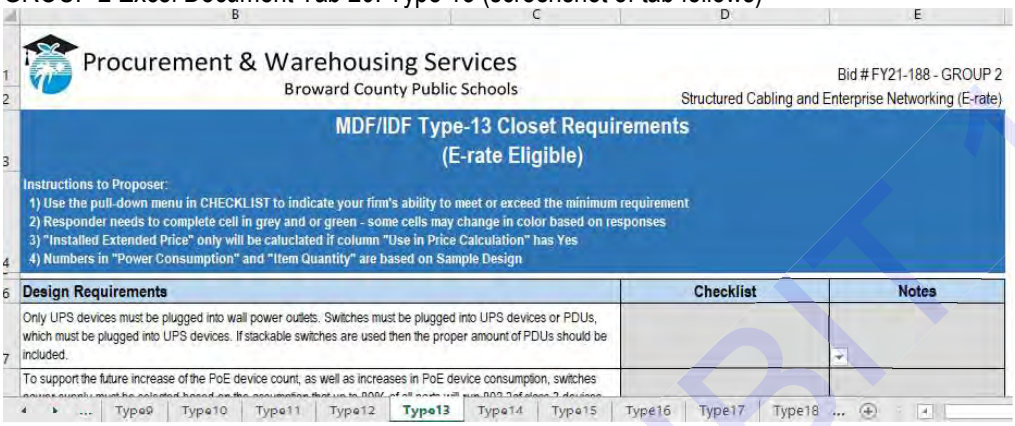
MDF/IDF Type-12 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices (15W)		

Type9 | Type10 | Type11 | **Type12** | Type13 | Type14 | Type15 | Type16 | Type17 | Type18

GROUP 2 Excel Document Tab 20: Type 13 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

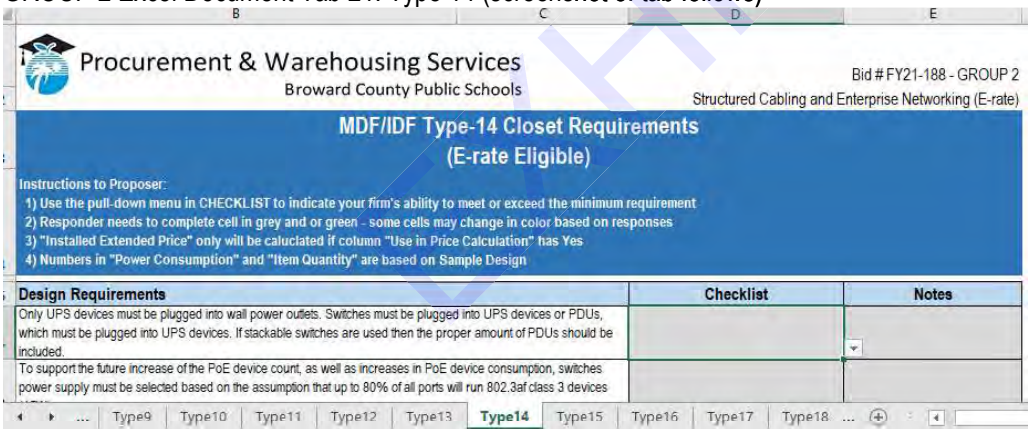
MDF/IDF Type-13 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches		

Type9 | Type10 | Type11 | Type12 | **Type13** | Type14 | Type15 | Type16 | Type17 | Type18

GROUP 2 Excel Document Tab 21: Type 14 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

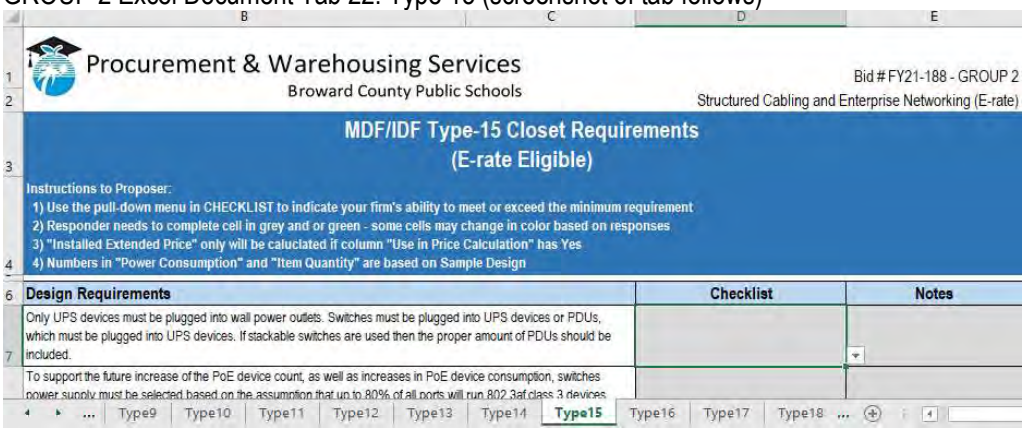
MDF/IDF Type-14 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type9 | Type10 | Type11 | Type12 | Type13 | **Type14** | Type15 | Type16 | Type17 | Type18

GROUP 2 Excel Document Tab 22: Type 15 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-15 Closet Requirements (E-rate Eligible)

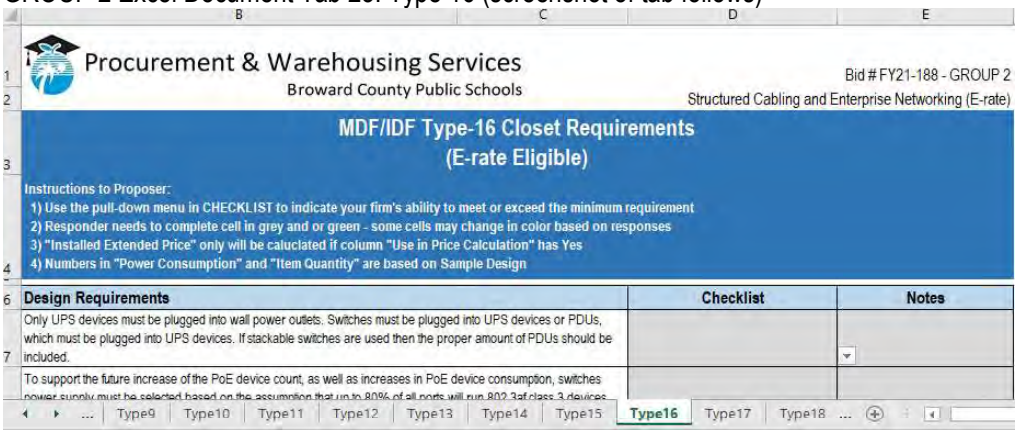
Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type9 | Type10 | Type11 | Type12 | Type13 | Type14 | **Type15** | Type16 | Type17 | Type18

EXHIBIT 1

GROUP 2 Excel Document Tab 23: Type 16 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

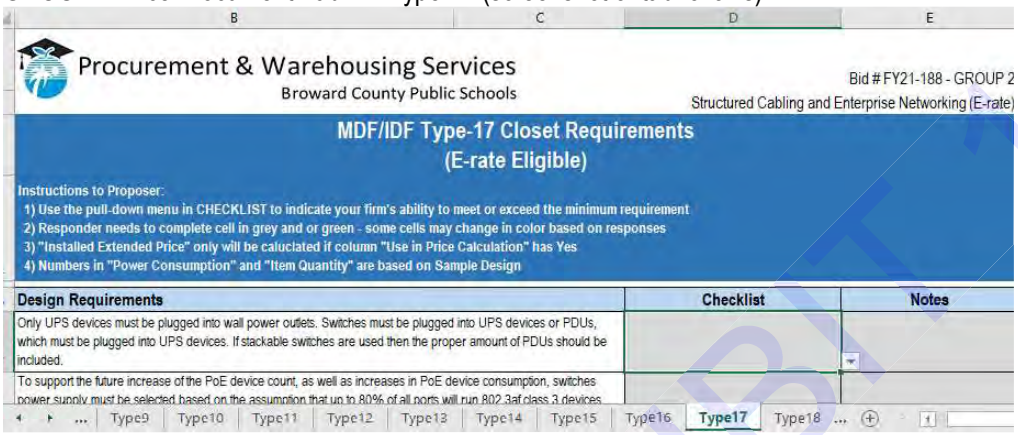
MDF/IDF Type-16 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be calculated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type9 | Type10 | Type11 | Type12 | Type13 | Type14 | Type15 | **Type16** | Type17 | Type18

GROUP 2 Excel Document Tab 24: Type 17 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-17 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be calculated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type9 | Type10 | Type11 | Type12 | Type13 | Type14 | Type15 | Type16 | **Type17** | Type18

GROUP 2 Excel Document Tab 25: Type 18 (screenshot of tab follows)

Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

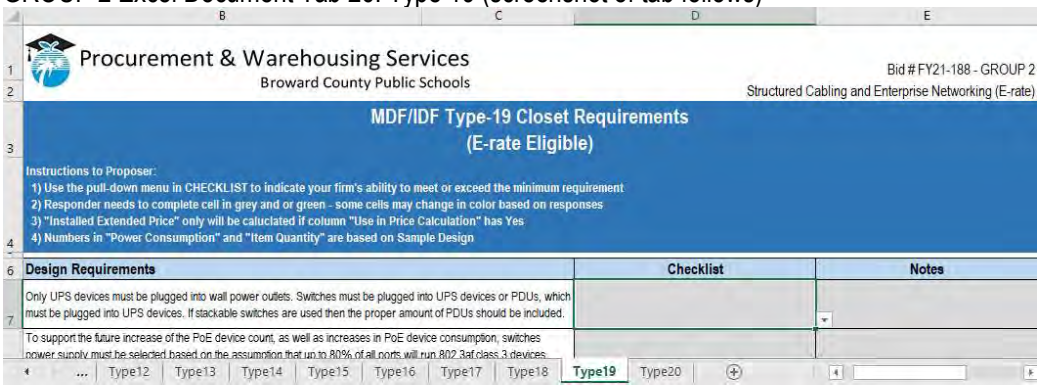
MDF/IDF Type-18 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be calculated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | **Type18** | Type19 | Type20

GROUP 2 Excel Document Tab 26: Type 19 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-19 Closet Requirements
(E-rate Eligible)

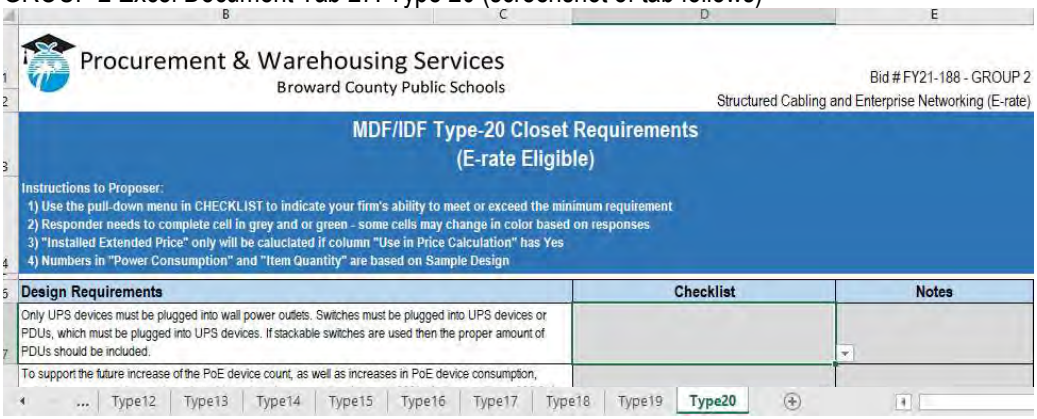
Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be calculated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | Type18 | **Type19** | Type20

EXHIBIT 1

GROUP 2 Excel Document Tab 27: Type 20 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-20 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption,		

... Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | Type18 | Type19 | Type20

EXHIBIT 1

[THIS SPACE INTENTIONALLY BLANK]

ATTACHMENT H – W-9 FORM

Please retrieve the latest version of the W-9 form from the IRS website listed below:

https://www.irs.gov/pub/irs-pdf/fw9.pdf

This form can be filled out online and printed for signature. Only page one (1) needs to be returned.

EXHIBIT 1

A A N D A

N A N AN N 707 DA A A N NA D A A ND D
N N N D A A

N DAND N N N AN A
A A D AD N A

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is at:

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1) above.

4. In the statement specified in subsection (1) above, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known ☐

or

Produced Identification ☐

_____
(Type of Identification)

Notary Public State of: _____

My commission expires: _____

_____
(Printed, typed, or stamped commissioned name of notary public)

_____
(Notary Public Signature)

EXHIBIT 1

ATTACHMENT J – SBBC SAMPLE AGREEMENT

SBBC SAMPLE AGREEMENT – CLICK HERE

See Section 5.5 for more information.

You may also copy the link below to the Sample Agreement and insert it into your browser window:
https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/PWS_SampleAgreement_201712.pdf

FOR GROUP 1 (STRUCTURED CABLING): The following additional provision shall be added to Section 2 of the Agreement resulting from this RFP because the Awardee will need access to site maps:

In order to conduct the scope of work covered by the VENDOR's Agreement, the VENDOR has requested access to various SBBC documents ("SBBC Records") including, without limitation, certain documents that contain information relating to the security systems for property owned or leased by SBBC or that depict the internal layout and structural elements of SBBC-owned or leased buildings. All of VENDOR's records and notes regarding the work performed under the VENDOR's Agreement shall be referred to herein as "VENDOR's Documents."

The VENDOR hereby acknowledges that the SBBC Records and VENDOR's Documents are public records. Pursuant to Section 119.0701, Florida Statutes, VENDOR shall keep and maintain all public records required to perform the services required under this Agreement. The VENDOR acknowledges that VENDOR shall not release any SBBC Records or any VENDOR's Documents to anyone other than SBBC's Superintendent of Schools or to the designee of said Superintendent.

The VENDOR hereby acknowledges that some or all of SBBC Records and of VENDOR's Documents are confidential and exempt from public inspection under state law and VENDOR acknowledges VENDOR's duty and obligation to preserve the confidential and exempt nature of such materials. Specifically, Section 119.071(3)(b)1, Florida Statutes, states in pertinent part as follows: "Building plans, blueprints, schematic drawings, and diagrams... which depict the internal layout and structural elements of a building... or other structure owned or operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution [the provisions commonly referred to as the public records laws]." In addition, Section 281.301(1), Florida Statutes, states in pertinent part as follows: "Information relating to the security systems for any property owned by or leased to the state or any of its political subdivisions... including all records, information,... schematic diagrams... are confidential and exempt from ss. 119.07(1) and 286.011 and other laws and rules requiring public access or disclosure."

VENDOR shall immediately notify SBBC's custodian of public records of any request received by VENDOR from any third person for the inspection or copying of public records. The VENDOR shall not directly deliver any public records to any third person, but rather shall immediately provide SBBC's custodian of public records with copies of any public records that have been requested by any third party. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the VENDOR's Agreement's term and following completion of the VENDOR's Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the VENDOR's Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR required to perform the services under the VENDOR's Agreement. Upon VENDOR's transfer to SBBC of all public records upon completion of the services required under the Consultant's Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains any public records upon completion of the VENDOR's Agreement with SBBC, VENDOR shall meet all applicable requirements for retaining public records and preserving any applicable confidentiality or exemptions. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, THE VENDOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

The VENDOR agrees to comply with the foregoing requirements governing the custody of and access to public records and to confidential and exempt information under applicable law.

DRAFT

ATTACHMENT K – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

_____ (Vendor Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this agreement.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers' Compensation coverage.

EXHIBIT A

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

ATTACHMENT L – ~~SURETY BOND~~ *(Not Applicable to this RFP)*

~~KNOW ALL MEN BY THESE PRESENTS,~~

~~That we, _____, as Principal, and _____as Surety, are held and firmly bound unto The School Board of Broward County, FL, as Obligee, in the sum of _____ ($_____) Dollars lawful money of the United States, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.~~

~~The purpose of this bond is to cover deposits, received by the Principal, as more fully described in **RFP FY21-188**~~

~~Now, therefore, if the Principals, their executors, administrators, successors and assigns, shall well and truly deliver the goods desired, as more fully described in **RFP FY21-188** then this obligation shall be void, otherwise it shall remain in full force and effect.~~

~~Provided, however, that this bond is executed by the Surety upon the following express conditions and limitations:~~

~~1. That this bond shall be for one (1) year term beginning the _____ day of _____, 20___ and ending on the _____ day of _____, 20___, and it may be continued for additional one (1) year term by Certificate executed by the Surety hereon;~~

~~2. Regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of the bond;~~

~~3. That if the Surety or Obligee shall so elect, this bond may be canceled and discontinued by giving 45 days written notice served upon the other, and this bond shall be deemed canceled at the expiration of 45 days, the Surety remaining liable for all or any acts covered by this bond which may have been committed by the Principals up to the date of cancellation, under the terms, conditions, and provisions of this bond.~~

~~_____ _____~~
~~WITNESS PRINCIPAL~~

~~_____ _____~~
~~WITNESS INSURANCE COMPANY~~

~~BY: _____~~
~~ATTORNEY-IN-FACT~~

EXHIBIT 1

ATTACHMENT M – MAILING LABEL

Please print the mailing label below and affix to your bid package to ease identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.

FROM: _____
(Proposer Firm Name)

TO:

The School Board of Broward County, Florida
Procurement and Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: **Harmoni Clealand**
BID: FY21-188 (Structured Cabling & Enterprise Networking)

EXHIBIT 1

ATTACHMENT N – NO BID

STATEMENT OF "NO RESPONSE"

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of "No Response" Sheet and return, prior to the RFP Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information will help SBBC in the preparation of future RFPs.

BID: FY21-188 - Structured Cabling & Enterprise Networking (E-rate)

Company Name: _____

Contact: _____

Address: _____

_____

Telephone: _____

E-mail: _____

✓	Reasons for "No Response":
☐	Unable to comply with product or service specifications.
☐	Unable to comply with scope of work.
☐	Unable to quote on all items in the group.
☐	Insufficient time to respond to the Request for Proposal.
☐	Unable to hold prices firm through the term of the contract period.
☐	Our schedule would not permit us to perform.
☐	Unable to meet delivery requirements.
☐	Unable to meet bond requirements.
☐	Unable to meet insurance requirements.
☐	Other (Specify below)

Comments:

_____

_____

_____

_____

Signature: _____ Date: _____

END OF RFP

EXHIBIT 1

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

The School Board of Broward County, Florida

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Dr. Rosalind Osgood, Vice Chair

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Laurie Rich Levinson
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

10/06/20201

ADDENDUM NO. 1

RFP FY21-188

BID NAME: Structured Cabling & Enterprise Networking (E-rate)

TO ALL PROPOSERS:

Amend the above-referenced RFP in the following particulars only:

Attached are the responses to the questions received.

This Addendum is for informational purposes only and need not be returned with your proposal. By virtue of signing the "Bidder Acknowledgement", Section 1 of RFP FY21-188 Proposer certifies acceptance of this Addendum.

Sincerely,

Harmoni Clealand
Purchasing Agent IV

EXHIBIT 1

- **QUESTION #1:** How does 8.3.19 apply to Group 2? Permits are being pulled by Awarded Vendor in Group #1 for cables and closet electrical. What permits will be required for Group #2?

  ANSWER TO QUESTION #1: No permits have been required or pulled for APs, UPSs or Network equipment in the past five (5) years, but permitting requirements are set by others within the District and subject to change.

- **QUESTION #2:** Can we assume all the Q&A from FY21-180 were addressed in this version? Were all the corrections made? Can we assume the Answers are the same?

  ANSWER TO QUESTION #2: Yes, changes from FY21-180 have been incorporated in FY21-188. Most Q&A from FY21-180 was added to Section 9 of FY21-188. FY21-180 Questions that resulted in a correction to the RFP were omitted from Section 9 to avoid confusion since the update occurred in the RFP.

- **QUESTION #3:** Have there been any changes between network bid fy21-180 and the new one fy21-188?

  ANSWER TO QUESTION #3: FY21-188 includes the changes and updates accomplished by Addendums for FY21-180.

- **QUESTION #4:** Would SBBC consider an alternate solution proposal to include a service provider for managed internal broadband services that includes the operation, management and monitoring of the E-Rate eligible components of the District's LANs and Wireless LANs if it offered a superior value over the existing request for break/fix services enabling the district to Maximize Cat 2 E-Rate?

  ANSWER TO QUESTION #4: No

- **QUESTION #5:** Can SBBC please clarify if there will be negative scoring impact to a responder on the scope of work section if the proposed design does not fully comply or can only comply with "stated deviation"? For example, if we proposed a best practice solution that was different from the minimum requirements listed in the RFP but would save the school district money and still give them the functionality they want/need, would that solution be at risk for receiving a lower score?

  ANSWER TO QUESTION #5: See RFP Section 9, Answer to Question 57.

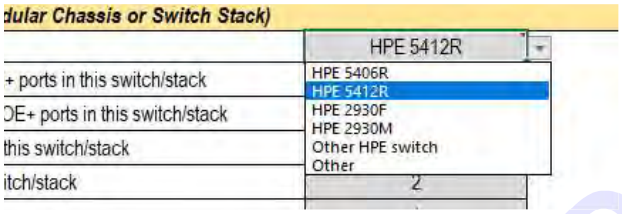
EXHIBIT 1

- **QUESTION #6:** Will points for the bid be deducted if an alternate solution is submitted, based on the specifications?

  ANSWER TO QUESTION #6: See RFP Section 9, Answer to Question 57.

- **QUESTION #7:** Based on the number of modules SBBC is asking for, Shouldn't Type 1 Closet Switch 1 should be a 5412R and that Type 17 Closet Switch 1 should be a 5406R?

  ANSWER TO QUESTION #7: Correct, Type 1 closet should be 5412R rather than a 5406R. Since this is a pull-down menu within the Excel spreadsheet, Proposers can make this change (see screenshot below). Type 17 closet was changed from a 5406R to a 5412R to comply with RFP Section 8.5.16.



- **QUESTION #8:** Will the "Current Parts List" be part of any of the scoring?

  ANSWER TO QUESTION #8: See RFP Section 9, Answer to Question #11.

- **QUESTION #9:** The following part numbers are End of Sale (EoS) in the "current parts list": Does SBBC want refurbished / used product quoted?
  J9550A
  J9537A
  J9536A
  J9534A
  J9535A
  J9538A
  J9731A

  ANSWER TO QUESTION #10: No. See section 7.23 of the RFP.

- **QUESTION #10:** I am writing to see if you have more than one of these out for bid. RFP-FY21-188-0-2021/HC and RFP-FY21-180-0-2021/HC.

  ANSWER TO QUESTION #10: FY21-180 was canceled. After the cancellation of FY21-180, the replacement, FY21-188 was released. FY21-188 is the only active bid currently for Structured Cabling & Enterprise Networking (E-rate).

EXHIBIT 1

- **QUESTION #11:** Is this a new or using the old RFP: FY21-039 Structured Cabling and Netwokring (E-rate)?

  ANSWER TO QUESTION #11: All bids for FY21-039 were rejected. RFP FY21-180 was subsequently issued to replace FY21-039 and then FY21-188 was issued to replace FY21-180.

This concludes Addendum No. 1 for RFP FY21-188 – Structured Cabling & Enterprise Networking (E-rate) – All other Terms and conditions Remain the Same.

EXHIBIT 1

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 West Oakland Park Boulevard • Sunrise, Florida 33351 • Tel: 754-321-0505 • Fax: 754-321-0936

Procurement & Warehousing Services
Mary Catherine Coker, Director
www.browardschools.com

The School Board of Broward County, Florida

Dr. Rosalind Osgood, Chair
Laurie Rich Levinson, Vice Chair

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Debra Hixon
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Sarah Leonardi
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

January 6, 2021

Ronald Dubeau, Vice President
Universal Cabling Systems, Inc.
914 Fern Street
West Palm Beach, Florida 33401

RE: FY21-188 – Structured Cabling & Enterprise Networking (E-rate)

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Universal Cabling Systems, Inc. This is the result of the School Boards approval on December 15, 2020, for item OO-6. Full details are outlined in the Agreement.

Sincerely,

Mary Catherine Coker, Director
Procurement & Warehousing Services

MCC:bm
Attachment(s)

cc: Harmoni Clealand, Purchasing Agent
Mark Vanson, President, Universal Cabling Systems, Inc.
Phillip H. Dunn II, Chief Information Officer
Annmarie Richards, Coordinator, Supplier Diversity & Outreach Program

EXHIBIT 2

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2020-12-15	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-6.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:	**FY21-188 – Structured Cabling & Enterprise Networking (E-rate)**
REQUESTED ACTION:	**Recommendation to award the above Request for Proposal (RFP); Contract Term: December 29, 2020 through June 30, 2026; Award Amount: $21,000,000; Awarded Vendors: Universal Cabling Systems, Inc., United Data Technologies, Inc. and JDL Technologies, Inc.; User Department: Information Technology.**

STRATEGIC ALIGNMENT

Which strategic initiative(s) best aligns to this item?

Tool Development, Implementation, & Use	***Safety, Security, & Risk Mitigation***

Is approval of this agenda item required to implement a tactic included within an initiative of the strategic plan? **NO**

Will the implementation of this item have a direct impact on one of the **2024 Strategic Plan Primary Metrics?** **NO**

***If YES**, identify the primary metric and include the corresponding figures in the table below.*

Primary Goal & Metric:

Effective Communication	***N/A***

Level	Baseline	2024 Target	Most Current
N/A	N/A	N/A	N/A

Also identify any secondary metrics utilized to evaluate the success of this item/initiative.

Metric	Baseline	Target
N/A	N/A	N/A

***If NO**, outline below how staff intends to evaluate the success/impact of this item/initiative.*

100% utilization of eRate to ensuring eLearning continuity.

BACKGROUND, SUMMARY EXPLANATION, AND HISTORY OF ITEM

Was this item previously presented to the School Board? **YES**

This bid is utilized for the purchase of structured cabling and enterprise networking, which are the essential systems that connect SBBC systems. The goods and services procured with this bid are utilized District-wide. This RFP consisted of two (2) groups and award recommendation is in accordance with the Recommendation Tabulation.

There are no Small/Minority/Woman Business Enterprise vendor on this item.

RELATED ITEMS

EE-14 - 05/19/20

EXHIBITS

- Executive Summary
- Financial Analysis Worksheet
- Agreements
- Recommendation Tabulation

EXHIBIT 2

DEPENDENCIES:

Outline critical dependencies that are associated with successful implementation of this item/initiative.

1. Continuation of E-rate funding from the government.
2. Building department permitting approvals for installation of equipment and cabling.

RESOURCES REQUIRED

Budget

Are additional funds required in relation to the approval of this item?	**NO**
If YES, How much additional funding is necessary to implement this item?	
If NO, How much existng funding will be spent to implement this item?	$21,000,000

SOURCE OF FUNDS: Capital Budget and Other District-wide Department and School Budgets.

Spending Authority

Is additional spend authority required for this item?	**YES**
If YES, How much additional spending authority is necessary to implement this item?	$21,000,000

Staffing

Is additional staff required in relation to the implementation of this item?	**NO**

If YES, identify the number of additional positions and the estimated costs for the additional staff.

No.	Cost

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name: Phillip H. Dunn II	Phone: 754-321-2607
Name: Mary C. Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Maurice L. Woods, Chief Strategy & Operations Officer

Signature

Electronic Signature

Form \$4189 Revised 1/20

RWR/JSM

Approved in Open Board Meeting On: DEC 15 2020

By: _____

School Board Chair

EXHIBIT 2

1761

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, _____, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

UNIVERSAL CABLING SYSTEMS, INC.
(hereinafter referred to as "UCS"),
whose principal place of business is
914 Fern Street, West Palm Beach, Florida 33401

WHEREAS, SBBC issued a Request for Proposal identified as RFP FY21-188, Structured Cabling & Enterprise Networking (E-rate) ("RFP"), dated October 2, 2020, and amended by Addendum No. 1 dated October 6, 2020, both incorporated by reference herein, for the purpose of receiving proposals for structured cabling and enterprising networking; and

WHEREAS, UCS offered a proposal in response to the RFP ("Proposal"), incorporated herein by reference, whereby UCS offered to provide products and services for Group 1, structured cabling.

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

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement begins on December 29, 2020 and concludes on June 30, 2026. The term of the Agreement may, by mutual agreement between SBBC and UCS, be extended for two (2) additional one-year periods and, if needed, 180 calendar days beyond the expiration date of any renewal period.

EXHIBIT 2

2.02 **Description of Goods or Services Provided**. UCS shall provide the goods and services in the scope of work and abide by all prescribed obligations and responsibilities within the RFP with the following modification:

(a) In accordance with Section 8.3.20 of the RFP, UCS shall provide the following alternate equivalent products:

1) Extron PoleVault 201D System new part number 42-307-13 and PoleVault 401D new part number 42-308-13; and

2) Extron WallVault 201D System new part number 42-309-13 and WallVault 401D System new part number 42-310-13 and specifications for both.

2.03 **Cost**. The cost for all products and services will be in accordance with the pricing tables attached hereto as **Exhibit A** and described below and will be ordered utilizing an official Purchase Order.

(a) The hourly rate for assistance after-hours by an emergency technician for item 8.3.14 of the RFP is Ninety-seven Dollars and Fifty Cents ($97.50) per hour per person. The cost of miscellaneous audiovisual work during normal business hours (as needed) is Eighty-four Dollars ($84.00) per hour per person.

(b) The annual cost for Dedicated Technician Services (cost per technician per year) is One Hundred Forty-one Thousand Four Hundred Forty Dollars ($141,440). Dedicated Technician Services include a fully certified Technician and all the appropriate equipment, tools, transportation, and training to properly install and maintain SBBC purchased structured cabling in accordance with the RFP.

(c) For any goods or services not listed above or in **Exhibit A**, the off list minimum discount is 2% per RFP item 8.3.3, although greater discounts may be offered.

2.04 **Payment**. SBBC shall pay UCS after services are performed or goods are delivered and accepted by SBBC and after proper and appropriate invoices will be issued with net thirty (30) day payment terms.

(a) A single purchase order for Dedicated Technician Services will be issued for the entire year but will be paid monthly by SBBC. Invoice for the dedicated technician services shall be issued monthly for 1/12 the annual cost.

2.05 **Priority of Documents**. In the event of a conflict between documents, the following priority of documents shall govern.

First:	This Agreement, then;
Second:	Addendum No. 1 to RFP FY21-188, then;
Third:	RFP FY21-188 – Structured Cabling & Enterprise Networking, then;
Fourth:	Proposal submitted by UCS in response to RFP FY21-188

2.06 **SBBC Disclosure of Education Records and Employee Records**. Although no student education records shall be disclosed pursuant to this Agreement, should UCS come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws. Likewise, no employee records shall be disclosed by SBBC to UCS. Should UCS come into contact with employee records, it may not be re-disclosed except as required or permitted by law.

2.07 **UCS Confidentiality of Education Records and Employee Records.**

Notwithstanding any provision to the contrary within this Agreement, UCS shall:

(a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of education records and employee records;

(b) hold any education records and employee records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records or employee records are to be shared provides prior written consent for their release;

(c) ensure that, at all times, all of its employees who have access to any education records or employee records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records and employee records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

(d) safeguard education records and employee records through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements, and employee records in accordance with applicable laws; and

(e) utilize the education records and employee records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records or employee records to any third party.

2.08 **Inspection of UCS' Records by SBBC**. UCS shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All UCS' applicable records for services provided to SBBC under this Agreement, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and

conditions of this Agreement and to evaluate, analyze and verify the applicable business records of UCS directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and/or reproductions, SBBC's agent or authorized representative shall have access to UCS' records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to UCS pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide UCS reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and/or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to UCS' facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by UCS to permit audit, inspection, examination, evaluation, and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any UCS' claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by UCS in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by UCS. If the audit discloses billings or charges to which UCS is not contractually entitled, UCS shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, UCS shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by UCS to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to UCS pursuant to this Agreement and such excluded costs shall become the liability of UCS.

(g) Inspector General Audits. UCS shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.09 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed

by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Information Officer The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To UCS:	Ronald Dubeau – Vice President Universal Cabling Systems, Inc 914 Fern Street, West Palm Beach, Florida 33401
With a Copy to:	Mark Vanson - President Universal Cabling Systems, Inc 914 Fern Street, West Palm Beach, Florida 33401

2.10 **Background Screening.** UCS shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of UCS or its personnel providing any services under the conditions described in the previous sentence. UCS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to UCS and its personnel. The parties agree that the failure of UCS to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. UCS agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from UCS' failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.11 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. UCS shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, UCS shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. UCS shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if UCS does not transfer the public records to SBBC. Upon completion of the Agreement, UCS shall transfer, at no

cost, to SBBC all public records in possession of UCS or keep and maintain public records required by SBBC to perform the services required under the Agreement. If UCS transfers all public records to SBBC upon completion of the Agreement, V shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If UCS keeps and maintains public records upon completion of the Agreement, UCS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.12 **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By UCS: UCS agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by UCS, its agents, servants or employees; the equipment of UCS, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of UCS or the negligence of UCS' agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by UCS, SBBC or otherwise.

2.13 **Insurance Requirements**. UCS shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. UCS shall maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property

Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. UCS shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. UCS shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. UCS shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by UCS to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit UCS to remedy any deficiencies. UCS must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. UCS is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.14 **Nondiscrimination**.

(a) As a condition of entering into this Agreement, UCS represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, UCS shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall UCS retaliate against any person for reporting instances of such discrimination. UCS shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. UCS understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.15 **Annual Appropriation**. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.16 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.17 **Incorporation by Reference**. **Exhibit A** attached hereto and referenced herein is incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28,

Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

EXHIBIT 2

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **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.

3.21 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of

the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

EXHIBIT 2

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Dr. Rosalind Osgood, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Digitally signed by Maya Moore
Reason: UCS Agreement
Date: 2020.12.03 18:35:11 -05'00'

Office of the General Counsel

EXHIBIT 2

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR UCS:

(Corporate Seal)

ATTEST:

UNIVERSAL CABLING SYSTEMS, INC.

By _____
Signature

_____, Secretary

Printed Name: Ronald Dubeau

Title: Vice President

-or-

_____
Witness Susan Dubeau

_____
Witness Ryan Vanson

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this December 2, 2020 (*date*) by Ronald Dubeau (*name of officer or agent, title of officer or agent*) of Universal Cabling Systems, Inc. (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me (*underline if applicable*) or has produced _____ (*type of identification*) as identification and who ☒ did/ ☐ did not first take an oath this 2nd day of December, 2020.

My Commission Expires: 12/14/2022

Notary Public State of Florida
Krista McNevin
My Commission GG 249463
Expires 12/14/2022

(SEAL)

_____
Signature – Notary Public

Krista McNevin
Printed Name of Notary

GG 249463
Notary's Commission No.

EXHIBIT 2

EXHIBIT A – PRICING TABLES

(a) Pricing for goods or services with installation (models and part numbers subject to change as technology evolves):

Description	Unit Price
Category 6 Communications Outlet (CO) includes: Essex CAT6 CMP cable, Legrand Clarity Jack, Legrand Faceplate, Legrand Icons, termination, testing, labeling	
Quad Communication Outlet (CO) (based on 180' avg)	$451.94
Quad Communication Outlet (CO) (based on 250' avg)	$490.51
Dual Communication Outlet (CO) (based on 180' avg)	$299.17
Dual Communication Outlet (CO) (based on 250' avg)	$318.70
Quad Communications Outlet Gel-Filled (CO) (based on 180' avg)	$331.26
Quad Communications Outlet Gel-Filled (CO) (based on 250' avg)	$390.88
Dual Communications Outlet Gel-Filled (CO) (based on 180' avg)	$301.43
Dual Communications Outlet Gel-Filled (CO) (based on 250' avg)	$292.99
Single Communications Outlet (CO) (based on 180' avg) for elevator	$277.08
Category 6A Communications Outlet (CO) includes: Essex CAT6A CMP cable, Legrand Clarity Jack, Legrand Faceplate, Legrand Icons, termination, testing, labeling	
Quad Communication Outlet (CO) (based on 180' avg)	$860.99
Quad Communication Outlet (CO) (based on 250' avg)	$912.63
Dual Communication Outlet (CO) (based on 180' avg)	$522.22
Dual Communication Outlet (CO) (based on 250' avg)	$553.55
Single Communications Outlet (CO) (based on 180' avg) for elevator	$469.48
Black Cable-Installed P.E. 89 filled, 24 AWG Terminated	
6 Pair CAT5 Black Cable installed per linear foot	$1.32
12 Pair CAT5 Black Cable installed per linear foot	$1.74
25 Pair CAT5 Black Cable installed per linear foot	$1.86
50 Pair CAT5 Black Cable installed per linear foot	$2.97
100 Pair CAT5 Black Cable installed per linear foot	$5.18
Solid State Protector Units	
Porta 6 Pair Protection - each end	$193.79
Porta 12 Pair Protection - each end	$354.63
Porta 25 Pair Protection - each end	$589.06
Porta 50 Pair Protection - each end	$695.40
Porta 100 Pair Protection - each end	$1,057.57
Backbone Riser Cable, CAT5 UTP	
12 Pair Plenum Exposed, Terminated - per foot	$1.80
12 Pair in Conduit, Terminated - per foot	$1.10
25 Pair Plenum Exposed, Terminated - per foot	$4.09
25 Pair in Conduit, Terminated - per foot	$2.50
Optical Fiber	
6 Strand Essex Loose Tube 10 Gig 50/125um, OM3, MultiMode Building to Building installed, tested with OTDR Light Source & Power Meter each strand each end and terminated at each end - Per Foot Part # F360-006U30-E991	$1.81

12 Strand Essex Loose Tube 10 Gig 50/125um, OM3, MultiMode Building to Building installed, tested with OTDR Light Source & Power Meter each strand each end and terminated at each end - Per Foot Part # F360-012U30-E991	$2.28
6 Strand Essex Loose Tube 10 Gig 50/125um, OM4, MultiMode Building to Building installed, tested with OTDR Light Source & Power Meter each strand each end and terminated at each end - Per Foot Part # F360-006U32-E991	$3.23
12 Strand Essex Loose Tube 10 Gig 50/125um, OM4, MultiMode Building to Building installed, tested with OTDR Light Source & Power Meter each strand each end and terminated at each end - Per Foot Part # F360-012U32-E991	$3.92
6 Strand Essex Loose Tube 8/125um Single Mode Building to Building installed, tested with OTDR Light Source & Power Meter each strand each end and terminated at each end - Per Foot Part # F360-006U13-E991	$3.10
12 Strand Essex Loose Tube 8/125um Single Mode Building to Building installed, tested with OTDR Light Source & Power Meter each strand each end and terminated at each end - Per Foot Part # F360-012U13-E991	$4.20
Rack Mount Fiber Distribution Center - Loaded	
6 Fiber Panel with SC connectors	$344.63
12 Fiber Panel with SC connectors	$423.39
144 Fiber Panel with SC connectors	$2,121.45
1" In Building EMT Suspended Conduit with Pull String and Firestop - Installed	$9.07
Fire Rated Penetrations Through Concrete Walls and Slabs with Firestop	
1" Core Bore	$150.16
2" Core Bore	$245.00
3" Core Bore	$361.00
4" Core Bore	$450.00
1" EMT Sleeve	$172.00
2" EMT Sleeve	$241.50
3" EMT Sleeve	$416.30
4" EMT Sleeve	$456.00
Legrand Clarity CAT6 12 Port High Density Patch Panel with associated hardware 110 Hardware Termination Part # OR-PMP61289	$165.17
Legrand Clarity CAT6 24 Port High Density Patch Panel with associated hardware 110 Hardware Termination Part # OR-PHD66U24	$368.45
Legrand Clarity CAT6 48 Port High Density Patch Panel with associated hardware 110 Hardware Termination Part # OR-PHD66U48	$634.74
Legrand Clarity CAT6 96 Port High Density Patch Panel with associated hardware 110 Hardware Termination Part # OR-PHD66U96	$853.29
Legrand Clarity CAT6A 24 Port High Density Patch Panel with associated hardware 110 Hardware Termination Part # OR-PHD6AU24	$715.65
Legrand Clarity CAT6A 48 Port High Density Patch Panel with associated hardware 110 Hardware Termination Part # OR-PHD6AU48	$1,231.72
Legrand 7' floor mount communications rack, 19" equipment mountable, grounded with all associated hardware including rack mount power strip Part # OR-19-84-T2SDB	$359.49
Open D-ring style vertical wire management assembly, per unit	$442.00
Open D-ring style horizontal wire management assembly, per unit	$92.88
Chatsworth 12" width ladder rack assembly with brackets, per linear foot	$15.67
3/4" x 6' Cable Raceway permanently attached to wall, per linear foot	$4.88
1 1/4" x 6' Cable Raceway permanently attached to wall, per linear foot	$3.83

EXHIBIT 2

1 3/4" x 6' Cable Raceway permanently attached to wall, per linear foot	$3.40
3/4" Wire Molding, per linear foot	$2.33
1 1/4" Wire Molding, per linear foot	$3.11
1 3/4" Wire Molding, per linear foot	$3.20
3" Wire Molding, per linear foot	$5.60
Single gang steel back junction box	$10.04
Dongle gang steel back junction box	$14.14
Electrical ground bus bar with all connection hardware	$252.37
10' Communication/Power Pole	$938.00
12' Communication/Power Pole	$1,050.00
J-Hooks	$12.46
Permit Plans and As-Built Drawings	$510.00
Audio/Visual System	
Extron PoleVault 201D (Part #42-307-13) to include Extron VoiceLift Pro Microphones (Part #42-255-03) and Extron Priority Page Sensor (Part #70-1064-01)	$5,760.92
Extron PoleVault 401D (Part #42-308-13) to include Extron VoiceLift Pro Microphones (Part #42-255-03) and Extron Priority Page Sensor (Part #70-1064-01)	$6,506.68
Extron WallVault 201D (Part #42-309-13) to include Extron VoiceLift Pro Microphones (Part #42-255-03) and Extron Priority Page Sensor (Part #70-1064-01)	$5,897.76
Extron WallVault 401D (Part #42-310-13) to include Extron VoiceLift Pro Microphones (Part #42-255-03) and Extron Priority Page Sensor (Part #70-1064-01)	$6,643.52

(b) Pricing for goods or services without installation (models and part numbers subject to change as technology evolves):

Description	**Unit Price**
Essex CAT6 CMP Cable per foot Part # 66-240-7B	$0.45
Essex CAT6 Gel-Filled Cable per foot Part # 04-001-68	$0.40
Legrand Clarity Series II CAT6 Jack Part # OR-S22600	$19.40
Legrand Clarity CAT6 TracJack Part # OR-TJ600	$8.95
Legrand Series II Single Gang Faceplate Part # OR-40300158	$2.46
Legrand TracJack Two-Port Single Gang Faceplate Part # OR-40300548	$2.40
Legrand TracJack Four-Port Single Gang Faceplate Part # OR-40300546	$2.40
Legrand Single Gang Surface Mount Box Part # OR-40300185	$4.91
Legrand TracJack Four-Port Frame Part # OR-40800019	$2.53
Legrand Series II Blank Modules 10 pack Part # OR-40300191	$5.54
Legrand TracJack Blank Modules 10 pack Part # OR-42100002	$4.04
Essex CAT6A CMP Cable per foot Part # 6H-272-7B	$0.71
Legrand Clarity CAT6A High Density Jack Part # OR-HDJ6A	$13.86
Legrand High Density Single Gang Two-Port Faceplate Part # OR-403HDJ12	$2.52
Legrand High Density Single Gang Four-Port Faceplate Part # OR-403HDJ14	$2.52
Legrand High Density Jack Blank Modules 20 pack Part # OR-HDJB20	$8.32
Legrand Clarity CAT6 12 Port High Density Patch Panel with associated hardware 110 Hardware Termination Part # OR-PMP61289	$126.64
Legrand Clarity CAT6 24 Port High Density Patch Panel with associated hardware 110 Hardware Termination Part # OR-PHD66U24	$224.85

Legrand Clarity CAT6 48 Port High Density Patch Panel with associated hardware 110 Hardware Termination Part # OR-PHD66U48	$443.52
Legrand Clarity CAT6 96 Port High Density Patch Panel with associated hardware 110 Hardware Termination Part # OR-PHD66U96	$984.06
Legrand Clarity CAT6A 24 Port High Density Patch Panel with associated hardware 110 Hardware Termination Part # OR-PHD6AU24	$427.68
Legrand Clarity CAT6A 48 Port High Density Patch Panel with associated hardware 110 Hardware Termination Part # OR-PHD6AU48	$831.60
Legrand 7' floor mount communications rack, 19" equipment mountable, grounded with all associated hardware including rack mount power strip complete Part # OR-19-84-T2SDB	$182.16
Open D-ring style vertical wire management assembly, per unit	$518.22
Open D-ring style horizontal wire management assembly, per unit	$89.34
Chatsworth 12" width ladder rack assembly with brackets per linear foot	$12.04
3/4" x 6' Cable Raceway permanently attached to wall, per linear foot	$1.50
1 1/4" x 6' Cable Raceway permanently attached to wall, per linear foot	$2.14
1 3/4" x 6' Cable Raceway permanently attached to wall, per linear foot	$3.10
3/4" Wire Molding, per linear foot	$1.50
1 1/4" Wire Molding, per linear foot	$2.14
1 3/4" Wire Molding, per linear foot	$3.10
3" Wire Molding, per linear foot	$5.78
Single gang steel back junction box	$7.23
Dongle gang steel back junction box	$12.47
Electrical ground bus bar with all connection hardware	$211.61
10' Communication/Power Pole	$538.56
12' Communication/Power Pole	$628.32
Legrand Clarity CAT6 7' Patch Cable RJ45-RJ45 connectors Part # OR-MC607-08	$11.80
Legrand Clarity CAT6 9' Patch Cable RJ45-RJ45 connectors Part # OR-MC609-08	$12.99
Legrand Clarity CAT6 15' Patch Cable RJ45-RJ45 connectors Part # OR-MC615-08	$17.19
Legrand Clarity CAT6 25' Patch Cable RJ45-RJ45 connectors Part # OR-MC625-08	$25.11
Legrand Clarity CAT6A 7' Patch Cable RJ45-RJ45 connectors Part # OR-MC6A07-08	$17.74
Legrand Clarity CAT6A 9' Patch Cable RJ45-RJ45 connectors Part # OR-MC6A09-08	$20.58
Legrand Clarity CAT6A 15' Patch Cable RJ45-RJ45 connectors Part # OR-MC6A15-08	$25.21
Legrand Clarity CAT6A 25' Patch Cable RJ45-RJ45 connectors Part # OR-MC6A25-08	$34.32
J-Hooks	$3.54
Permit Plans and As-Built Drawings	$510.00
Audio/Visual System	
Extron PoleVault 201D (Part #42-307-13) to include Extron VoiceLift Pro Microphones (Part #42-255-03) and Extron Priority Page Sensor (Part #70-1064-01)	$5,760.92
Extron PoleVault 401D (Part #42-308-13) to include Extron VoiceLift Pro Microphones (Part #42-255-03) and Extron Priority Page Sensor (Part #70-1064-01)	$6,506.68
Extron WallVault 201D (Part #42-309-13) to include Extron VoiceLift Pro Microphones (Part #42-255-03) and Extron Priority Page Sensor (Part #70-1064-01)	$5,897.76
Extron WallVault 401D (Part #42-310-13) to include Extron VoiceLift Pro Microphones (Part #42-255-03) and Extron Priority Page Sensor (Part #70-1064-01)	$6,643.52

EXHIBIT 2

State of Florida Affidavit
Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Universal Cabling Systems, Inc.

Event Name: FY21-188 Date/ Time: 12/10/25

Vendor FEIN: 65-0183752

Vendor's Authorized Representative Name and Title: Ronald Dubeau / President

Address: 914 Fern Street

City: West Palm Beach State: FL Zip Code: 33401

Phone Number: 561-659-6224 Email Address: ron@ucscable.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: Ronald Dubeau / President Date: 12/10/25

EXHIBIT B

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THEIPGUYS.NET LLC
a Delaware limited liability company,
whose principal place of business
is 1209 Orange Street, Wilmington, Delaware, 19801,
registered in Minnesota as
ONENET GLOBAL LLC, d/b/a ONENET GLOBAL
a Minnesota limited liability company,
whose principal place of business is
7250 Metro Boulevard, Suite 200, Edina, Minnesota 55439
(collectively, hereinafter "VENDOR"),

Each a "Party" and collectively the "Parties"

RECITALS

A. **WHEREAS**, SBBC issued Request for Proposal, identified as RFP FY21-188, Structured Cabling & Enterprise Networking (E-rate), dated October 2, 2020 and Addendum No. 1, dated October 6, 2020 (collectively, the "RFP"), attached hereto and incorporated by reference as **Exhibit 1**; and

B. **WHEREAS**, SBBC and VENDOR entered into an Agreement that commenced on December 29, 2020, and expires on June 30, 2026, ("Agreement") for Structured Cabling & Enterprise Networking (E-rate) under the RFP, which provides for two (2) additional one-year extension periods, attached hereto and incorporated by reference as **Exhibit 2**; and

C. **WHEREAS**, on July 23, 2024, SBBC and VENDOR entered into a First Amendment to Agreement, concerning VENDOR's name change, attached hereto and incorporated by reference as **Exhibit 3**; and

C. **WHEREAS,** SBBC and VENDOR mutually desire to amend certain provisions of the Agreement and exercise the first of the two (2) options to extend the Agreement term for a one-year

period, from July 1, 2026, through June 30, 2027, through this Second Amendment to Agreement ("Second Amendment").

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

ARTICLE 1 - RECITALS

1.1 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.2 **Term of Agreement**. Pursuant to Section 2.01 (Term of Agreement), the term of the Agreement is hereby extended from July 1, 2026, through June 30, 2027, unless terminated earlier pursuant to Section 3.05 (Termination) of the Agreement.

1.3 **Amended Provisions**. The Parties hereby agree to the following amended provisions to the Agreement:

1.3.1 Provisions 2.18 and 2.19 are **added** to the Agreement by interlineation as follows:

2.18 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute ("Affidavit"). VENDOR's executed Affidavit attached hereto is incorporated into the Agreement by reference as **Exhibit B**. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.19 **Entities of Foreign Concern**. The provisions of this section apply only if the Agreement provides access to an individual's personal identifying information. By execution of the Agreement, the undersigned authorized representative of VENDOR hereby attests under penalty of perjury as follows: VENDOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in VENDOR; and the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated

therein are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

1.3.2 Provision 2.11 **replaces** the respective provision in the Agreement by interlineation as follows:

2.11 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to per-form the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records re-quired by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELAT-ING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5 RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLOR-IDA 33301.

1.4 **Order of Precedence Among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

First:	This Second Amendment; then
Second:	The First Amendment; then
Third:	The Agreement; then

Fourth: The RFP; then
Fifth: Addendum No. 1; then
Fifth: VENDOR's Proposal in response to the RFP.

1.5 **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.6 **Authority**. Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Second Amendment.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: The School Board of Broward County, Florida, signing by and through its Chair or Vice Chair, authorized to execute same by School Board action at its Regular School Board Meeting, and THEIPGUYS.NET LLC, registered as ONENET GLOBAL, LLC d/b/a ONENET GLOBAL, signing by and through its authorized representative.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2025.12.18 16:21:37 -05'00'
_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

THEIPGUYS.NET LLC, registered as ONENET GLOBAL, LLC d/b/a ONENET GLOBAL

Signature: Scott Fluegge
Signer ID: 2V3MGGBH10...

Corporate Secretary Signature

Print Name: Scott Fluegge

Title: COO

-OR-

Date: 12/17/2025 PST

Greg Sell, Executive Director
Signer ID: WW6P8GNJ11...
Witness Signature

Greg Sell, CTO
Print Name

Robert McClure
Signer ID: BXMSFWQI11...
Witness Signature

Robert McClure
Print Name

[THIS SPACE IS INTENTIONALLY LEFT BLANK; EXHIBITS FOLLOW]

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

The School Board of Broward County, Florida

Donna P. Korn, Chair
Dr. Rosalind Osgood, Vice Chair

Heather Brinkworth
Lori Alhadeff
Robin Bartleman
Patricia Good
Laurie Rich Levinson
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

10-02-2020

SUBJECT: **Instructions to Proposers**
Request for Proposals (RFP): FY21-188 - Structured Cabling & Enterprise Networking (E-rate)

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals in response to the attached RFP for Structured Cabling & Enterprise Networking (E-rate). OUT OF AN ABUNDANCE OF CAUTION, FY21-180 IS BEING CANCELED AND A NEW E-RATE FORM 470 RELEASED FOR THE REPLACEMENT FY21-188. SOME QUESTIONS/ANSWERS RECEIVED AS PART OF FY21-180 ARE BEING INCLUDED IN SECTION 9 OF THIS RFP. Any questions regarding this RFP should be addressed to Harmoni Clealand, in writing via e-mail to harmoni.clealand@browardschools.com. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 7.45) shall take effect. Any Proposer, or Lobbyist for a Proposer, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent.

No other School Board or staff member(s) should be contacted in relation to this RFP. Any information that amends any portion of this RFP, which is received by any method other than an Addendum issued to the RFP, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the RFP, carefully read all portions of the RFP document, paying particular attention to the following areas:

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (See Section 4.3.4 & Attachment A)
SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal. **For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit** http://www.browardschools.com/sdop.

- **REQUIRED RESPONSE FORM**

Section 1, Required Response Form must be completed in full and executed by an authorized representative.

- **PROPOSAL SUBMITTAL FORMAT**

Proposers are requested to organize their proposals in accordance with Section 4. SBBC reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in Section 4.

- **DUE DATE**

Proposals are due in the Procurement & Warehousing Services Department on the date and time stated in Section 2. In order to have your proposal considered, it must be received on or before the date and time due. Proposals received after 2:00 p.m. ET on date due will not be considered.

- **E-rate**

Proposers can also download all documents within the E-rate Productivity Center (EPC) as outlined by the Universal Service Administration Company (USAC) / EPC web portal located at: https://portal.usac.org/suite

- **STATEMENT OF "NO BID"**

If you are **not** submitting a proposal in response to this RFP, please complete **Attachment N**, Statement of "No Bid" and return via e-mail to harmoni.clealand@browardschools.com.

Thank you in advance.

Harmoni Clealand
Purchasing Agent IV

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EXHIBIT 1

The School Board of Broward County, Florida
PROCUREMENT AND WAREHOUSING SERVICES
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

REQUEST FOR PROPOSAL (RFP)

DUE DATE: Proposals must be submitted to the **Procurement & Warehousing Service Department,** The School Board of Broward County, Florida, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 **on or before 2:00 p.m. Eastern Time (ET)**:

11/4/2020

and plainly marked with the RFP number and title. **Proposal(s) received, after the date and time stated above, shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.

RFP NO.:	RELEASE DATE:	PURCHASING AGENT:
FY21-188	**10/2/2020**	Harmoni Clealand harmoni.clealand@browardschools.com

RFP TITLE:

STRUCTURED CABLING & ENTERPRISE NETWORKING (E-RATE)

Note: Pricing should be submitted in a sealed envelope along with, but separate, from the remainder of the proposal.

One complete, original hard-copy proposal (clearly marked as such), and **one complete, original electronic version** (both clearly marked as "original") will constitute the original governing documents. The electronic version in PDF on a Flash Drive must be **IDENTICAL** to the original proposal, of the RFP proposal, including this **REQUIRED RESPONSE FORM** fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between **the original** hard-copy proposal and the copies, the **original** hard-copy proposal will be the governing document. Proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a **SEALED** (envelope, package, box, etc.) with the RFP number and title clearly typed or written on the front of the envelope, package, box, etc.

SECTION 1 – REQUIRED RESPONSE FORM

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.1.3).

Proposer's (Company) Name and state "Doing Business As", where applicable:	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. ☐ Check this box if address is the same as stated on the left.
Address:	P.O. Address:
City:	City:
State: Zip Code:	State: Zip Code:
Telephone Number:	Proposer's Taxpayer Identification Number:
Contact Person:	Contact Telephone Number:
Contact Person's E-Mail Address:	
E-Mail Address for PO:	

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (Proposer) proposal and am authorized by Proposer to do so. Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate. Proposer agrees to complete and unconditional acceptance of the contents of all pages in this Request for Proposals (RFP), and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted.

_____ _____

Signature of Proposer's Authorized Representative Date

_____ _____

Name of Proposer's Authorized Representative Title of Proposer's Authorized Representative

Please sign all originals in blue ink.

EXHIBIT

SECTION 2 – CALENDAR

Friday, October 2, 2020	Release of RFP FY21-188
Monday, October 5, 2020	Written questions due on or before 5:00 p.m. ET
Tuesday, October 6, 2020	SBBC to post answers to Proposer's questions via Addendum posted to DemandStar and E-rate's Productivity Center (EPC).
Wednesday, November 4, 2020**	Proposals due on or before 2:00 p.m. ET to Procurement & Warehousing Services Department in TSSC Building Address below – 3rd Floor
Thursday, November 12, 2020**	Evaluation Committee(s) review proposals and make recommendation for award. Meeting to be held at: Procurement & Warehousing Services Department in TSSC Building Address below – 3rd Floor; Bid Rooms 1-4 TIMES: 8:30 a.m. – 12:30 p.m. Group 1 1 p.m. – 5 p.m. Group 2
To Be Announced (TBA)	Posting of Award Recommendation Tabulation posted to DemandStar and E-rate's Productivity Center (EPC)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Procurement & Warehousing Services Department
Technical Support Services Center (TSSC)
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

EXHIBIT A

NOTE: If you plan to attend the public meetings or hand-deliver your proposal, please arrive at the TSSC building early enough to find a parking spot, hike to the building, sign in at the Security Desk (remember to bring your photo ID!) and get to the 3rd Floor.

***These are public meetings. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

SECTION 3 – INTRODUCTION AND GENERAL INFORMATION

3.1 **INTRODUCTION:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive proposals for structured cabling and enterprise network systems (E-Rate) as described herein. SBBC seeks a partner to ensure the success of our main objective, which is to effectively support student achievement by providing a communications infrastructure that is reliable, scalable, upgradeable and cost-effective. This RFP relates to design, implementation, monitoring, managing and maintaining the following systems:

Group #	Group Title	Group Description
1	Structured Cabling	Goods and services required to build and maintain low voltage voice, video and data cabling systems
2	Enterprise Networking	Goods and services required to install and maintain the electronics needed to provide access to the Internet and other digital resources for computers and other peripherals on school campuses and District offices. Includes Local Area Networks and Wireless Local Area Networks.

SBBC will apply for Universal Service Funds discounts where possible as allowed for by E-Rate rules and in conformance with SBBC business practices. The E-Rate program provides discounts on a variety of eligible goods and services needed to connect SBBC's students and staff to each other and the vast world of digital resources available across the Internet. Proposer is required to be a registered service provider with Schools and Libraries Division and be an active participant in the E-RATE program for the duration of the contract. Additional information on E-Rate is available at http://www.usac.org/sl/ .

See RFP Section 8 for Scope of Work and Performance Specifications.

3.2 **QUESTIONS AND INTERPRETATIONS:** Any questions concerning any portion of this RFP must be submitted, in writing, to Harmoni Clealand**, Procurement & Warehousing Services Department,** via e-mail harmoni.clealand@browardschools.com. Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers via DemandStar and the E-rate Productivity Center (EPC). No information given in any other matter will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET 10/5/2020**. Questions received after this date and time will be responded to with, "I'm sorry, but the question and answer period has concluded". Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

3.3 **CONTRACT TERM:** The purpose of this RFP is to establish a contract beginning December 29, 2020 through June 30, 2026. In the event that the Proposer identified for award is NOT the incumbent, the contract may commence earlier, to allow for a transition period. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All costs and minimum discount percentages shall be firm for the term of the contract. The Proposer agrees to this condition by signing its proposal.

3.4 **PRICE ADJUSTMENTS: Prices offered shall not increase through the contract term.** E-rate will not reimburse for price increases, therefore pricing cannot increase during the term of the contract. The E-rate program does allow price decreases during the term of the contract upon mutual agreement of the parties. The Proposer agrees to this firm pricing condition by signing its proposal. For vendors on State contract, if the price of the State contract for like equipment falls below the contract price with SBBC, SBBC is charged the lower price. Refer to Section 7.53 of this RFP for additional information.

3.5 **SUBMITTAL OF PROPOSAL:** Submit proposals in accordance with Section 4. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the proposal evaluation process, special

attention should be paid to organizing proposals in a manner consistent with Section 4. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 4 or that does not include any necessary information.

3.6 **EVALUATION AND AWARD:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP in order to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of entire proposal and shall not be considered for further evaluation. Those proposals which meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. **General Condition 7.1, Liability, is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive."**

All responsive proposals will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4 and in accordance with the evaluation criteria established in Section 5 for Category a.) Experience and Qualifications and Category b.) Scope of Work. Category c.) Minority/Women Business Participation will be evaluated and scored by the SBBC's Supplier Diversity & Outreach Program staff and Category d and e.) Cost of Services will be determined by mathematical calculation. Based upon the evaluation of proposals, the Committee will recommend Proposer(s) to SBBC for award. The number of firms to be recommended is solely at the discretion of the Committee.

EXHIBIT 1

SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.1 **PROPOSAL FORMAT:** In order to maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below. Include all information requested herein in your proposal.

IMPORTANT NOTE: Each Group will be scored and awarded independently; therefore, it is critical for Proposers to provide proposals that respond to all the items below for each group submitting a proposal for. Proposers should provide one complete proposal for each group.

4.1.1 **REQUIRED RESPONSE FORM:** (Section 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.

4.1.2 **TABLE OF CONTENTS:** Include a clear identification of the material by section and by page number.

4.1.3 **LETTER OF TRANSMITTAL:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

4.1.4 State under what other or former name(s) the Proposer is currently operating under or has operated under.

4.1.5 **NOTICE PROVISION**: Should your firm become an Awardee under this RFP, please specify the name and address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:

Name/Title and Address of Awardee's Representative for Notices:

_____

_____

With a Copy To: (Name/Title and Address)

_____

_____

SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation.

4.2 **MINIMUM ELIGIBILITY:** In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the proposal. **Failure to provide the information requested below will result in the disqualification of proposal.** The Proposer is responsible for providing the following information in its response.

4.2.1 **FOR ALL GROUPS:** Proposer must meet or exceed the requirements of Section 7.1, Liability. Will your company meet or exceed the requirements as written in Section 7.1 for this contract?
☐ Yes ☐ No **Do not check both boxes.**

4.2.2 **FOR ALL GROUPS:** The following forms must be completed and submitted with your proposal:
☐ Section 1 – Required Response Form
☐ Attachment A – SDOP Forms (if applicable)
☐ Attachment B – Conflict of Interest
☐ Attachment C – Florida Bidder's Preference Form
☐ Attachment D – Debarment Form
☐ Attachment E – Customer References Form
☐ Attachment F – Supplier References Form
☐ Attachment G – Excel Spreadsheets

EXHIBIT 1

4.2.3 **FOR ALL GROUPS:** At the time of bid opening, proposer must be registered with the FCC / E-Rate program, and have a current SPIN number. Enter SPIN ID of your firm here: _____

4.2.4 **FOR ALL GROUPS:** In accordance with E-rate guidance, SBBC will accept equivalent equipment to the reference equipment listed in the RFP. Proposer must provide three (3) customer references (preferably K-12 and/or Higher Ed.) currently being served, or served within the past three (3) years. Responders whom are recommending alternative equipment solutions than the ones provided as examples existing within SBBC, need to provide equipment manufacturer references demonstrating that the suggested solutions equipment was deployed at a large scale (over 2,000 switches) K12 environment across the USA within the last three (3) years. Customer contacts need to be provided with such references for verification purposes. Utilize **Attachment E**. Complete a separate form for each bidding Group. For clarity: if a Proposer is submitting proposals for both Group 1 and 2, they must complete **Attachment E** for Group 1 and Group 2 (two (2) different forms).

4.2.5 **FOR ALL GROUPS:** Proposer must provide a minimum of three (3) major suppliers as references. Major suppliers means: Primary supplier with whom the Proposer currently conducts business and with whom they have accounts in good standing. Utilize **Attachment F**.

4.2.6 **FOR ALL GROUPS:** Proposer must have a local presence in Broward, Dade or Palm Beach County. Local presence, for the purpose of this RFP, is defined as having a local office and service center / warehouse. Provide local address:

_____

4.2.7 **FOR GROUP 1:** Proposer must indicate their SBBC Construction Pre-Qualification status:
☐ Proposer is Pre-Qualified ☐ Proposer is NOT Pre-Qualified **Do not check both boxes.**

4.2.8 **FOR GROUP 1:** At the time of bid opening, proposer must have Legrand Ortronics Certified Installer Plus or better certification and BICSI Corporate Membership and agrees to maintain through the term of this contract, if awarded. Include copies of certification and list membership number(s) here:

_____

4.2.9 **FOR GROUP 1:** Proposer must have Registered Communications Distribution Designer (RCDD) certification at the time of bid opening and agrees to maintain RCDD in good standing through the term of this contract, if awarded. Include copies of certification and list membership number(s) here:

_____

4.2.10 **FOR GROUP 1:** At the time of bid opening, Proposer must have a valid and current Florida State Specialty Contractor (low-voltage) license in good standing and agrees to maintain this license through the term of this contract, if awarded. Provide license number below and include copy of license with proposal.

_____

4.2.11 **FOR GROUP 2:** Proposers must have local repair station (local is within the tri-county (Miami-Dade, Broward or Palm Beach) area). Provide name and address for local repair station below:

_____

4.2.12 **FOR GROUP 2:** Proposer must be authorized by the manufacturer of the network equipment components being proposed to resell and perform installation professional services at the suggested manufacturer's standards level. Documentation in the form of a letter from the manufacturer shall be submitted with proposal or within 24-hours of request by SBBC. If Proposer is the manufacturer, include a letter stating such and specify your firm's capabilities (sell, install etc.).

4.3 **EVALUATION CRITERIA:** This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation criteria established in Section 5 for proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating proposal submitted. Proposers are requested to respond in the format and organizational structure stated and to refrain

EXHIBIT 1

from including promotional or advertising materials in their proposal. The maximum allowable points (See Section 5) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire proposal.

4.3.1 **PROPOSER'S EXPERIENCE & QUALIFICATIONS**
(Group 1 maximum 23 points and Group 2 maximum 27 points):

4.3.1.1 Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of RFP.

4.3.1.2 Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

4.3.1.3 Proposers must describe the structure of their company and list company / corporate principals and/or officers. Proposers must provide Articles of Incorporation as evidence of their years in business.

4.3.1.4 Proposers must describe their company's ongoing training program to ensure employee safety. Proposers are requested to submit OSHA forms 300A and Workers Compensation MOD scores from the previous three (3) calendar years.

4.3.1.5 Show satisfactory evidence detailing a fully equipped service organization capable of furnishing adequate installation and service to SBBC structured cabling or enterprise network equipment services including replacement parts. Detail the capability to offer a service contract for the maintenance of the system after the guarantee period.

4.3.1.6 Proposers must describe their years in business and highlight the number of those in which they have had active contracts with K-12 School District(s). Additionally, Proposers must describe the market share position of solutions submitted for mandatory cost proposal evaluation.

4.3.1.7 Describe your experience in handling and servicing technology enterprise infrastructure environments similar to SBBC (K-12, more than 250 sites, student population 250,000). Proposer must also provide:

- List of major projects currently being executed or recently completed
- List of school Districts that utilize the company's services in above capacity
- Description of the largest project(s) successfully completed by the Proposer within the last 24-36 months.

4.3.1.8 Proposer's references (for more information, see sections 4.2.4 and 4.2.5).

4.3.1.9 Describe any and all "value added" aspects, goods or services that are included if awarded this RFP. A value-added example may be that your company has great customer service and experience in assisting with E-Rate Program Integrity Assurance (PIA), audit, and reimbursement filings.

4.3.2 **SCOPE OF WORK (Group 1 maximum 25 points and Group 2 maximum 27 points):** The Scope of Work contains minimum requirements. By providing proposal, Proposer agrees to comply with all Scope of Work, Technical and Performance Specifications. See **SECTION 8 - SCOPE OF WORK** and complete the included Excel Spreadsheet scope checklist. If needed, Proposers should use additional documentation, taking care to label document according to the numbering scheme in Section 8 (ie: item 8.5.4) to provide supplemental information, pictures, screen shots etc.

4.3.3 **E-RATE ELIGIBLE PRODUCTS & SERVICES PRICING (Group 1 maximum 32 points and Group 2 maximum 29 points):** Proposers must complete the pricing spreadsheet for the RFP that is included as a partially locked Microsoft EXCEL spreadsheet on DemandStar and E-rate Productivity Center (EPC) with this RFP (See **Attachment G** - Excel Spreadsheets). Failure to complete the pricing spreadsheet may result in the disqualification of the proposal. The Excel

EXHIBIT 1

pricing sheet specifies the exact cell which will be used for score calculation purposes. Proposer may submit at their option, separate from the spreadsheets, a statement of value-added and/or cost-reducing procurement options for information purposes only.

The quantities listed on the Excel pricing sheets are reflective of our current configuration and stated for comparison purposes only. Actual quantities ordered throughout the contract period may be greater or less, but shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period, in as few as one item each may be ordered at one time.

Distribution of points will be calculated by dividing the total cost offered by each Proposer by the lowest cost submitted. That percentage will be multiplied by the maximum amount of points allotted for the criteria. For example, Proposer A submits the lowest total cost of $10,000 and Proposer B submits a total cost of $15,000. Therefore, Proposer A would receive **10** points, which is the maximum number of points allotted for the criteria. Proposer B would earn **3.3** points based on the following calculation: ($10,000/$15,000) = 67% x 35 maximum points = 6.7 points less.

4.3.4 **E-RATE INELIGIBLE PRICING (Group 1 maximum 5 points and Group 2 maximum 2 points):** Proposers must complete the pricing spreadsheet for the RFP that is included as a partially locked Microsoft EXCEL spreadsheet on DemandStar and E-rate Productivity Center (EPC) with this RFP (See **Attachment G -** Excel Spreadsheets). Failure to complete the pricing spreadsheet may result in disqualification of the proposal. The Excel pricing sheet specifies the exact cell which will be used for score calculation purposes. Proposer may submit at their option, separate from the spreadsheets, a statement of value-added and/or cost-reducing procurement options for information purposes only.

The quantities listed on the Excel pricing sheets are reflective of our current configuration and stated for comparison purposes only. Actual quantities ordered throughout the contract period may be greater or less, but shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period, in as few as one item each may be ordered at one time.

Distribution of points will be calculated by dividing the total cost offered by each Proposer by the lowest cost submitted. That percentage will be multiplied by the maximum amount of points allotted for the criteria. For example, Proposer A submits the lowest total cost of $10,000 and Proposer B submits a total cost of $15,000. Therefore, Proposer A would receive **10** points, which is the maximum number of points allotted for the criteria. Proposer B would earn **3.3** points based on the following calculation: ($10,000/$15,000) = 67% x 35 maximum points = 6.7 points less.

4.3.5 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (Maximum 15 allowable points):** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program and Guidelines. S/M/WBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330. **SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL:** broward.k12.fl.us/sbbcpolicies.

Nondiscrimination:
Each Proposer hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Proposer on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Proposer agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES
The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which M/WBE industry-specific remedial programs shall be applied to this solicitation and resulting contract:
The Affirmative Procurement Initiative (API) implemented in this solicitation is:

Group 1: The M/WBE Subcontracting Program
Group 2: The Voluntary M/WBE Distributorship Development Program

Group 1:

The M/WBE Subcontracting Program in accordance with SBBC Policy No. 3330, Section E.4.c: "Under this Program element, the GSC may, on a contract-by-contract basis, at its discretion, require that a predetermined percentage of a specific professional services contract, up to forty percent (40%) be subcontracted to eligible M/WBEs. Factors to be considered by the GSC in making this determination shall include the relative availability of M/WBE firms to perform commercially useful functions on the specific contract".

The Proposer must commit to subcontracting five percent (5%) or more of the total contract value to an SBBC Certified M/WBE. (Ancillary services performed by an SBBC Certified MWBE will be counted towards the solicitations goal.)

It is the responsibility of the Proposer to provide evidence of subcontractors SBBC-Certification:

a. **SBBC M/WBE Certificate or**
b. **SBBC Letter of M/WBE Certification**

Proposers committing to participation in the M/WBE Subcontracting Program will be awarded up to a maximum of ten (10) points based on the Evaluation Table for Group 1. The proposer shall identify each SBBC-Certified M/WBE firm that will be utilized by completing the **Form 00470** Statement of Intent to Perform as an M/WBE Subcontractor and **Form 00475** Subcontractor Participation Schedule (see Attachment A).) **SBBC M/WBE Certificate** or **SBBC Letter of M/WBE Certification must also be included**.

NOTE: **M/WBE Proposer who are self-performing must identify themselves by completing Form 00470 and 00475**. **SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included**. The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and dollar. Forms 00470 and 00475 must be submitted with the bid/proposal.

Group 2:

The Voluntary M/WBE Distributorship Development Program: In accordance with SBBC Policy No 3330, E.6.c, the GSC encourages manufacturers to establish authorized dealerships or distributorships with M/WBE suppliers of their products on a non-discriminatory basis.

Based on the Manufacturers Certification established in this solicitation, Proposer must be an authorized dealer to sell, warranty, and service that manufacturer's product. The manufacturer must execute the applicable part of the document, and the Proposer must also execute the applicable part. The certification must be returned with the bid in time for bid opening or upon request. Failure to submit the completed certification shall result in the disqualification of bid submitted. A separate document shall be completed by each manufacturer whose product is offered by the Proposer.

Proposers participating in the Voluntary M/WBE Distributorship Development Program will be awarded fifteen (15) Points. If participating with SBBC Certified M/WBE firm(s) at the time of submission
Proposer **who are SBBC Certified M/WBEs and are authorized dealer to sell, warranty, and service that manufacturer's product may participate in the Voluntary M/WBE Distributorship Development Program by completing the Statement of Intent, Form #00470, and SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included**.

Also, Proposers having dealer(s) who are SBBC Certified M/WBEs may fulfill the voluntary participation goal on this contract by completing the Statement of Intent, Form #00470, and SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included.

The M/WBE distributor shall perform a commercially useful function on behalf of the SBBC. When the API is applied by the GSC to a commodities solicitation, the SDOP shall review the distributorship agreements of the selected manufacturer that accepts the incentives as part of its bid to ensure that the terms of the designated authorized M/WBE's distributorship agreement are similar to that of non- M/WBE distributors for that manufacturer.

Incentives ***may*** include one or more of the following listed below:

1. Accelerated payment terms of invoices for payment from the SBBC within fifteen (15) days of receipt of goods and invoices.
2. Or two (2) or three (3) additional option years in supply contracts that may be exercised by the SBBC when the manufacturer sells its products through its authorized M/WBE distributorship and demonstrates that its

distributorship with that M/WBE vendor is established and operated in a non- discriminatory fashion as compared to its other distributorships.

The Proposer must utilize SBBC Certified M/WBEs to fulfill the participation goal on this contract; the M/WBE firms shall be certified by SBBC at the time of bid and the remaining time of the contract. For information on M/WBE Certification, contact the SBBC Supplier Diversity Outreach Program Office at 754-321-0550 or visit browardschools.com/Page/39992. It is the Proposer's responsibility to ensure it is compliant with these requirements and deadlines by contacting the PWS to verify the Vendor's current Certification status or to obtain the applicable certification. A certified firm must provide a commercially useful function for a project and may not act as a broker. A certified firm that seeks to act as a broker or a Vendor that does not provide a commercially useful function on a project shall be subject to removal or decertification by SDOP.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority, and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. The current list of SBBC S/M/WBE-Certified firms can be viewed at browardschools.com/Page/46981.

Group 1: Failure of a proposer to commit and submit as required in the solicitation to satisfying the **M/WBE Subcontracting Program** shall render its response non-responsive to the MWBE requirements.

Group 2: At the time of the bid submittal, the Proposer shall identify its intent to participate in the **Voluntary M/WBE Distributorship Development Program** by using the following form: Statement of Intent, Form #00470.

Please go to the following link to view the current list of SBBC-Certified firms: browardschools.com/Page/46981.

Penalties and Sanctions
In the absence of a waiver granted by the SDOP or the self-performance of a portion or all of the M/WBE subcontracting goal by a certified M/WBE proposer, the failure of a proposer to attain a subcontracting goal for M/WBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with the SBBC, or by law pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

Suspension
The temporary stoppage of an M/WBE firm's beneficial participation in the District's SDOP for a finite period of time due to cumulative contract payments the M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section (7) of the Standard Operating Procedures for this Policy or pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

M/WBE INFORMATION: Proposals will be evaluated based on the evaluation criterion 4.3.5.1		**Maximum Points**
4.3.5.1	**GROUP 1 Evaluation** A maximum of fifteen (15) points, as described in the Evaluation Points Table, will be awarded for Group 1. **Proposers committing to participation in the M/WBE Subcontracting Program will be awarded up to a maximum of ten (10) points based on the Evaluation Table for Group 1.** (Ancillary services performed by an SBBC Certified MWBE will be counted towards the solicitations goal.) The proposer shall identify each SBBC-Certified M/WBE firm that will be utilized by completing the *Form 00470* - Statement of Intent to Perform as an M/WBE Subcontractor - and *Form 00475* - Subcontractor Participation Schedule - (see **Attachment A**). **SBBC M/WBE Certificate or SBBC Letter of M/WBE Certification must also be included.** The Statement of Intent submitted with the proposal reflects the intent of the parties, both prime and subcontractor, to establish a business relationship. Additionally, it will detail the type of work and percentage/dollar amount of work that the subcontractor will perform.	**15**

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	SBBC Certified M/WBE Proposers who are *self-performing* will be awarded Five (5) Evaluation preference points. The M/WBE Proposer must identify itself by completing the Form 00470 and 00475 in order to be awarded Preference Points (see **Attachment A**.) **SBBC M/WBE Certificate or SBBC Letter of M/WBE Certification must also be included.** The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and percentage/dollar amount to perform. (All SBBC Certified S/M/WBEs are considered M/WBEs.) Additional points will be awarded *IF* the M/WBE Prime choose to subcontract a percentage of the total contract value to an SBBC Certified M/WBE Firm(s), as described in the Evaluation Points Table. Indicate the extent and nature of the firm's work with specificity, as it relates to the services as described in this RFP. Provide proof, in writing, that the M/WBE proposer is certified by The School Board of Broward County (SBBC), Florida (SBBC M/WBE Certificate or SBBC Letter of M/WBE Certification). Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. If you are not a SBBC Certified M/WBE Proposer state N/A on the form and return it with your Proposal.	
	GROUP 2 Evaluation **Proposers participating in the with the Voluntary M/WBE Distributorship Development Program will be awarded fifteen (15) Points. If participating with SBBC Certified M/WBE firm(s) at the time of submission** **Proposers who are SBBC Certified M/WBEs and are authorized dealer to sell, warranty and service that manufacturer's product, may participate in the Voluntary M/WBE Distributorship Development Program by completing the Statement of Intent, Form #00470. Also, Proposers having dealer(s) who are SBBC Certified M/WBEs may fulfill the voluntary participation goal on this contract by completing the Statement of Intent, Form #00470, and SBBC M/WBE Certificate or SBBC Letter of M/WBE Certification must also be included.** Indicate the extent and nature of the firm's work with specificity, as it relates to the services as described in this RFP. Provide proof, in writing, that the subcontracting M/WBE firms are certified by The School Board of Broward County (SBBC), Florida. Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. **If you are not participating in the Voluntary M/WBE Distributorship Development Program, state N/A on the form and return it with your Proposal.**	**15**
	MAXIMUM POINTS TO BE AWARDED FOR EACH GROUP	**15**
	*If awarded, the Awardee will be required to submit *Form 00485* - Small Minority or Women Business Enterprise (S/M/WBE) Monthly Utilization Report (Utilization Report) (see **Attachment A**) to the Supplier Diversity Outreach Program Office which will track payments made. The timing of the Utilization Report shall coincide with invoice submission. **State your willingness to comply with this requirement.**	Yes ☐ No ☐

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SECTION 5 – EVALUATION OF PROPOSALS

5.1 **SCORING:** The Committee, shall evaluate all proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Liability, according to the following criteria. Each group shall be scored independently.

GROUP 1 – Structured Cabling	**MAXIMUM POINTS**
A. Experience and Qualifications	23
B. Scope of Work	25
C. Supplier Diversity & Outreach Program	15
D. E-rate Eligible Products/Services Pricing	32
E. E-rate Ineligible Products Pricing	5
GROUP 1 TOTAL	**100**

(*)SBBC shall award a maximum of fifteen (15) points for S/M/WBE Participation as listed in the *15-Point Table for* S/M/WBE *Participation* below. At the time the proposal is submitted, the Proposer in Group 1 shall identify all S/M/WBE firms, which will be utilized as subcontractors by completing the *Form 00470* and *Form 00475*, and **SBBC M/WBE Certificate** or **SBBC Letter of M/WBE Certification must also be included**

Group 1 Evaluation Preference Point Table

5 Points for M/WBE Prime Participation (Self-Performance)

Up to 10 Points for Participation in the M/WBE Subcontracting Goals Program	
Percentage of Total Contract Value	**Assigned # of M/WBE Preference Points**
≤ 5%	**0**
≥ 6% – ≤ 15%	**5**
≥ 16% – or more	**10**

*5% is the minimum stated goal. No points are awarded for committing to the minimum goal.

GROUP 2 – Enterprise Networking	**MAXIMUM POINTS**
A. Experience and Qualifications	27
B. Scope of Work	27
C. Supplier Diversity & Outreach Program	15
D. E-rate Eligible Products/Services Pricing	29
E. E-rate Ineligible Products Pricing	2
GROUP 2 TOTAL	**100**

Group 2, Bidders who are SBBC Certified M/WBEs and are authorized dealers to sell, warranty, and service that manufacturer's product, may participate in the Voluntary M/WBE Distributorship Development Program by completing the Statement of Intent, Form #00470. Also, Bidders having dealer(s) who are SBBC Certified M/WBEs may fulfill the voluntary participation goal on this contract by completing the Statement of Intent, Form #00470. **SBBC M/WBE Certificate** or **SBBC Letter of M/WBE Certification must also be included**

Group 2 Evaluation Preference Point Table

15-Point Table for M/WBE Participation	
GROUP 2: Voluntary M/WBE Distributorship Development Program	15 Points

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Note: Evaluation points for "Category C" shall be provided by the Supplier Diversity & Outreach Program Office.

Once awarded, Proposer is required to submit the Monthly Utilization Report Form, #00485. Proposer must also adhere to Section 9 and 13 of the SDOP Standard Operating Procedures, which is available at browardschools.com/Page/32544.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority, and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. The current list of SBBC S/M/WBE-Certified firms can be viewed at browardschools.com/Page/46981.

5.2 **EVALUATION PROCESS:** **Failure to respond, provide detailed information or to provide requested proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one responsive proposal is received, the Committee will proceed without scoring the one responsive proposal and may negotiate the best terms and conditions with that sole Proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C."** The evaluation processes will be conducted in sequential steps as described below. Evaluation of proposals will be based on an average of the Evaluation Committee Member's points (for sections evaluated by a committee).

STEP 1: MINIMUM ELIGIBILITY: Each proposal will be evaluated by SBBC's Procurement & Warehouse Services Department to determine if the proposal meets the minimum eligibility requirements as listed for the RFP in Section 4.2. Proposals that fail to meet the minimum eligibility requirements as stated for the RFP will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a voting member of the Committee.

STEP 2: S/M/WBE EVALUATION: Representatives of SBBC's Supplier Diversity and Outreach program will assign point values for the S/M/WBE information supplied in RFP in accordance with Section 4.3.5 and the information requested and described further in **Attachment A**. The individual responsible for this portion of the evaluation is not a voting member of the Committee.

STEP 3: COMMITTEE EVALUATION: This step evaluates the strengths of the companies that have responded to the RFP. The Committee will score the proposals on the basis of Proposer Experience & Qualifications in accordance with Section 4.3.1 and Scope of Work responses in accordance with Sections 4 and 8. The technical evaluation will be performed by this Committee, including evaluating alternative product offerings in accordance with Section 8.3.20. The District, at its sole discretion, shall determine if any alternative product options comply with the requirements of this RFP.

STEP 4: PRICING EVALUATION: SBBC's Procurement & Warehousing Services Department will reveal the point values assigned to the cost proposals submitted by each Proposer in accordance with the procedures outlined in Section 4.3.3 and 4.3.4 The individual responsible for this portion of the evaluation is not a voting member of the Committee.

STEP 5: SCORE COMPUTATION: All scores will be calculated (sections scored by the committee will be averaged) and combined for a grand total.

5.3 **ORAL PRESENTATIONS:** The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. Presentations, if required, will be part of the evaluation process.

5.4 **COMMITTEE'S RECOMMENDATION:** Based upon Section 5.1, the Committee, at its sole discretion, may commence negotiations with selected Proposer(s). The Committee reserves the right to negotiate any term, condition, specification, or price (other than Section 4.2 and Section 7.1) with a selected Proposer(s). In the event that mutually agreeable negotiations cannot be reached with a Proposer, the Committee may negotiate with the next ranked Proposer(s), and so forth. An impasse may be declared by the Committee at any time. The Committee will make a recommendation to the Superintendent. The Superintendent may choose to post the recommendation as its intended action of the District in accordance with Section 120.57(3) Florida Statutes or the Superintendent may choose to return the recommendation to the Committee for further deliberations consistent with the RFP.

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5.5 **AWARD:** SBBC intends to make an award only to the Proposer(s) that have complied with the terms, conditions and requirements of the overall RFP. Each Group will be awarded independently. Based on SBBC's needs, a Primary Awardee and Alternate Awardee(s) shall be recommended for award for each Group. The After the conclusion of negotiations, the recommended awards would be made for the goods and services sought in the RFP in accordance with the terms of negotiations. The awards shall not be a guarantee of business or a guarantee of specified quantities of products or volume of service. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment J**) shall be prepared for execution by the Awardee and The School Board, and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. This Agreement approved by the SBBC's General Counsel will be submitted to SBBC for final approval. **Approval shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on this contract.**

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SECTION 6 – SPECIAL CONDITIONS

6.1 **BID SUBMITTAL:** The complete original hard-copy proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m.** (see Section 2 - Calendar for due date) at the following address in order to be considered. Please utilize **Attachment M**, attaching it to the outside of your package.

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323; Sunrise Florida 33351 ATTN: FY21-188

One complete, original hard-copy proposal (clearly marked as such), and **one complete, original electronic version (both clearly marked as "original")** will constitute the original governing documents. The **electronic version in PDF on a Flash Drive** (which must be identical to the original proposal, **including any supplemental information/marketing materials)**, of the RFP proposal, including the **REQUIRED RESPONSE FORM** (Section 1 of RFP, must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy proposal and the copies, the **original** hard-copy proposal will be the governing document. Proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and title clearly typed or written on the front.

6.2 **JOINT VENTURES:** In the event multiple Proposers submit a joint proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.

6.3 **MINIMUM INSURANCE REQUIREMENTS:**

6.3.1 **GENERAL LIABILITY:** Limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate. Limits not less than $1,000,000 for Products/Completed Operations Aggregate.

6.3.2 **PROFESSIONAL LIABILITY/TECHNOLOGY ERRORS & OMISSIONS:** Limit not less than $1,000,000 per occurrence covering services provided under this Agreement.

6.3.3 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

6.3.4 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

6.3.5 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

6.3.6 **VERIFICATION OF COVERAGE:** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

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- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of current status.

6.3.7 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

6.3.7.1 The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

6.3.7.2 All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

6.3.7.3 Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

6.3.8 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement

6.4 AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:

6.4.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing herein after referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.

6.4.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement, shall be reimbursed to SBBC.

6.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.

6.4.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an over payment, the Awardee will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.

6.4.5 If an audit inspection or examination in accordance with this article, discloses over payments (of any nature) to the Awardee(s) by SBBC in excess of ten percent (10%) of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee as well as the over payments by SBBC.

6.5 W-9 FORM: All Proposers are requested to complete their W-9, (see **Attachment H**), and submit with their proposal.

6.6 FLORIDA BIDDER'S PREFERENCE: General Condition 7.2.4 applies to this RFP. ALL Proposers must execute and submit **Attachment C**, Legal Opinion of Bidder's Preference Form to be considered. Proposers from outside the State of Florida must submit a completed and signed legal opinion as specified by Florida Statute 287.084(2). Florida Proposers are not required to

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have an Attorney render an opinion but the Florida Proposer must complete its portion of this form. Failure to submit and execute this form, with proposal, shall result in being considered "non-responsive" and proposal rejected.

6.7 **COPYRIGHT INDEMNIFICATION:** SBBC agrees to notify Awardee promptly in writing of any threatened or pending judicial action brought against SBBC alleging **SBBC's** improper or unlawful use of any of the Services or Awardee Property, including but not limited to its infringement of a valid United States copyright law, patent or regulation (all such claims being referred to collectively herein as "Infringement Claims"). Awardee shall indemnify and defend the SBBC, including its board members, employees, and agents, against any and all of such Infringement Claims at its own expense and will pay (i) the legal fees of counsel engaged to defend SBBC and all of SBBC's related reasonable expenses, (ii) any costs and damages awarded against the SBBC in such action, and (iii) any amount agreed to be paid by SBBC in settlement of such action. Awardee's foregoing obligations are subject to and conditioned upon SBBC's full cooperation with Awardee in the defense of such Infringement Claims.

6.8 **ACCEPTANCE AND REJECTION OF PROPOSALS:**

6.8.1 **ACCEPTANCE:** All proposals properly completed and submitted will be evaluated in accordance with Section 5.1. SBBC reserves the right to reject any or all proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all proposals when it serves the best interest of SBBC.

6.8.2 **TECHNICALITIES:** SBBC also reserves the right to waive irregularities or technicalities in any proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

6.8.3 **REJECTION:** A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:

6.8.3.1 The proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.

6.8.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.3 (see Section 1- Required Response Form).

6.8.3.3 Failure to respond to all subsections within the RFP.

6.8.3.4 Proof of collusion among Proposers, in which case all suspected Proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.

6.8.3.5 The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind, which make the proposal incomplete, indefinite, or ambiguous as to its meaning.

6.8.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

6.8.3.7 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there is sound documented business reasons that serve the best interest of SBBC.

6.9 **VENDOR REGISTRATION:** To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: http://schoolboardofbrowardcounty.supplier.ariba.com/register
Training materials are available via our website at https://www.browardschools.com/Page/39992 (middle of page - if needed).

EXHIBIT 1

SECTION 7 – GENERAL CONDITIONS

7.1 **LIABILITY: This General Condition of the RFP is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".**

7.1.1 By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

7.1.2 By AWARDEE: AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.

7.2 **SEALED PROPOSAL REQUIREMENTS:** The "**Required Response Form**" must be completed, signed and returned with your submitted proposal. To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Request for Proposal opening.

7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting proposal without regard to how a copy of this RFP was obtained.

It is the responsibility of the Proposer to make sure the original proposal matches the proposal copies as requested in the RFP. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.

7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope with the RFP number and name clearly typed or written on the front of the envelope. Proposals must be time stamped in Procurement & Warehousing Services Department **on or before 2:00 p.m. ET on date due** for proposal to be considered. Proposals will be opened at 2:00 p.m. ET on date due. Failure to timely submit such proposal shall disqualify the Proposer and such proposal will be either returned to the Proposer or stored and unopened. NO FAXED PROPOSALS SHALL BE ACCEPTED. **The School Board of Broward County (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**

7.2.3 **EXECUTION OF PROPOSAL:** Proposal must contain an original manual signature (**in blue ink**) of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the Required Response Form. All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the RFP.

7.2.4 **BIDDING PREFERENCE LAWS:** The State of Florida provides a Proposer's preference for Florida vendors for the purchase of personal property. **SERVICES ARE NOT COVERED UNDER THIS REQUIREMENT**. The local preference is five (5) percent. Proposers outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "**Opinion of Out-of-State Bidder's Attorney on Bidding Preferences**" form and must submit this form with the submitted proposal. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Proposers must also complete its portion of the form. Failure to submit and execute this form, with the proposal, shall result in proposal being considered "non-responsive" and proposal rejected. **See Minimum Eligibility Requirements of the RFP**.

7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time stamped in **PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due**. Late proposals shall not be accepted. The address for proposal submittal, including hand delivery and overnight courier delivery, is indicated as: **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704**. The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement and Warehousing Services will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)

7.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.

7.5 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the proposal, the **Unit Price** quoted shall govern. For services, the unit price shall be all- inclusive of services performed.

a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.

b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.

c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this RFP. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.

e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.

7.6 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished with in thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after award of the RFP.

All samples of equipment must adhere to E-rate guidance on gifts and samples. https://www.usac.org/e-rate/applicant-process/competitive-bidding/gift-rules/

Each individual sample must be labeled with the Proposer's name, RFP Number and item number. Failure of the Proposer to either deliver required sample(s) or to clearly identify samples as indicated may be reason for rejection of the proposal item. Unless otherwise indicated in the RFP, sample(s) should be delivered to the Procurement & Warehousing Services Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704.

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7.7 **DELIVERY: ALL DELIVERIES SHALL BE F.O.B. DESTINATION POINT**. **Shipping points offered other than F.O.B. Destination shall be rejected**. Unless actual date of delivery is specified (or specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school District administration is closed.

7.8 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement and Warehousing Services Department as requested in the Conditions of the RFP, Information. If necessary, an Addendum will be issued.

7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Proposal Evaluation Committees evaluate and negotiate all Proposals in accordance with State Statutes 119.071 and 286.0113.

7.10 **AWARDS:** In the best interest of SBBC, the Procurement & Warehousing Services Department reserves the right to withdraw this RFP at any time prior to the time and date specified for the RFP opening. The Evaluation Committee reserves the right to reject any or all proposals received when there are sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or groups of items unless qualified by Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

7.11 **PROPOSAL OPENING:** Proposal opening shall be public, on the date and at the time specified in the RFP. Any proposal(s) received after that time shall not be considered.

7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.

7.13 **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided in the RFP. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by SBBC unless loss or damage resulting from negligence by SBBC. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the Awardee(s) and return product at Awardee's expense.

7.14 **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. Services will be paid after the service has been performed and meets the requirements of the RFP. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).

7.15 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting **Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

7.16 **INSURANCE:** Proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 7.24 LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements). The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

7.17 **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the RFP Opening Date, Proposer must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Proposer must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five working days of notification.

An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.

7.18 **PRIORITY OF DOCUMENTS:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
a) Any Agreement resulting from the award of this RFP; then
b) Addenda released for this RFP, with the latest Addendum taking precedence; then
c) The RFP; then
d) Awardee's proposal.

7.18.1 **DISPUTES**: In the event any dispute or difference of option concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.

7.19 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

7.20 **OSHA:** Awardee warrants that the product(s) supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

7.21 **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

7.22 **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.

7.23 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, shop worn, demonstrator, prototype or other type of product(s) of this kind are not acceptable and will be rejected.**

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7.24 **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the School Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.

7.25 **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of the proposal, the School Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.

7.26 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.

7.27 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.

7.28 **DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which the school District administration is closed) **7:00 a.m. to 2:00 p.m. ET.**

7.29 **SUBSTITUTIONS:** The School Board of Broward County, Florida ***WILL NOT*** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacturer quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.

7.30. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Proposer is a responsible bidder.

7.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free.** Proposer, by virtue of bidding, certifies by signing proposal that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.

7.32 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.

7.33 **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision **shall not be for a period in excess of six months** from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

7.34 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units or service shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

7.35 **SUBMITTAL OF INVOICES:** All Proposers are hereby notified that any invoice submitted as a result of the award of this RFP must be in the same format as any Purchase Order released as a result of the award of this RFP. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct, and will be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.

7.36 **PURCHASE AGREEMENT:** This RFP, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal, Awardee(s) agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

7.37 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

7.38 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION:** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program. The purpose of the program is to utilize available small, minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal. **For information on S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or** https://www.browardschools.com/Page/32544.

7.39 **SBBC PHOTO IDENTIFICATION BADGE: Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

As of 7/01/15, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website:
http://www.broward.k12.fl.us/police/pdf/seccle/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. (Continued)….

These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.

Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

7.40 **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, **within 72 hours after electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school District administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school District administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school District administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.41 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com and the E-rate Productivity Center (EPC) and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com or the EPC. In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school District administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school District administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school District administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based".** Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest,** a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond.

If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.42 **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s). (See Special Conditions of the RFP)

7.43 **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

7.44 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at vendor's expense. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

a) Cancellation and default of contract;
b) For a period of two years, any proposal submitted by vendor will not be considered and will not be recommended for award.
c) All departments being advised not to do business with vendor.

7.45 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

7.46 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation will be made to the School Board for the contract award's termination.

7.47 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.

7.48 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

7.49 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this RFP by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

7.50 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

7.51 **SEVERABILITY:** In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

7.52 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.

7.53 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.

7.54 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on The School Board of Broward County's website, www.browardschools.com.
d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.

7.55 **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:

a) A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
b) The Broward County Certified Minority/Women Business Enterprise vendor;
c) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
d) The Florida Certified Minority/Women Business Enterprise vendor;
e) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
f) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
g) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
h) If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid vendors invited to be present as witnesses.

Included as a part of the RFP documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the Proposer to certify that it has implemented a drug-free workplace program. The Required Response Form (Page 1 of this RFP) must be properly signed in order for the proposal to be considered. A Proposer cannot sign this form in lieu of properly signing the Required Response Form.

7.56 **AUDITING SERVICES POLICY 3100:** If the RFP is for auditing services and in accordance with Policy 3100 – Annual Financial Audit, the independent audit firm selected by the School Board shall serve at the discretion of the School Board for five (5) consecutive years; the firm selected shall not succeed itself as the School Board's independent auditor except for the first selection when the current auditor will be exempted.

7.57 **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Awardee and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Awardee agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Awardee agrees to provide the District with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Awardee.

7.58 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

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7.59 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION – Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION:

a) The prospective lower tier participant certifies, by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

7.60 **PUBLIC INSPECTION OF PROPOSALS:** Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this RFP shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until posting of the recommendation for intended award, whichever is earlier. If SBBC rejects all proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals shall remain exempt from public inspection and copying until such time as SBBC posts notice of an intended decision concerning the reissued competitive solicitation or until SBBC withdraws the reissued competitive solicitation.

If a Proposer contends that any portion of its response to the RFP is confidential and exempt from public inspection and copying, it is the Proposer's responsibility to clearly label each such portion of its proposal as confidential and specify the applicable statutory exemption from public inspection and copying on such portion(s) of its proposal. Confidential or exempt portions of any proposal must also be submitted in a separate sealed envelope and marked as such. A failure by the Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the RFP shall constitute a waiver by Proposer of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law.

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of Proposer's response to the RFP. SBBC will provide for the inspection or copying any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials. By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public record other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based upon SBBC's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such nondisclosure.

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SECTION 8 – SCOPE OF WORK & PERFORMANCE SPECIFICATIONS

Section 8 specifies the minimum requirements that meet the current educational and business needs of SBBC's environment, and those that will provide new solutions in the future. The technical specifications for specific services included in the RFP may be modified as needed by SBBC throughout the term of the contract as technology changes and SBBC's business and operational requirements shift. All technical and special conditions are mandatory requirements that Awardee is required to comply with in order to satisfy the terms and conditions of the RFP.

GROUP 1 – STRUCTURED CABLING SYSTEMS
GROUP 2 – ENTERPRISE NETWORKING (LOCAL AREA NETWORKS (LAN) & WIRELESS LOCAL AREA NETWORKS (WLAN))

8.1 GROUP 1 – STRUCTURED CABLING: The scope of work requirements includes the procurement of communications wiring and related hardware, conduits and related cable management infrastructure and all related components required for a fully functional communications infrastructure for the following:

a. Adds, moves and changes to the existing communications infrastructure at schools and District offices
b. Installation of communications infrastructure to support data, voice and video at new schools and District offices
c. Communications infrastructure in relocatable classrooms
d. Communications infrastructure in Building renovations and additions
e. Dedicated Technician services

SBBC's intent with this contract is to, in accordance with E-rate guidelines, establish a not to exceed rate for these Structured Cabling services. The rates would be in force through the term of the agreement.

8.1.1 **GROUP 1 CURRENT CONDITIONS:** SBBC employs a communications transport system to support the transmission of voice, data, surveillance and multimedia applications. The communications transport system is based on a structured wiring design of (normally) four pair, plenum, Category 5e and/or Category 6, unshielded twisted pair (UTP) cables to each communications outlet (CO) location in a quad, dual or single port configuration. Quad COs consist of four, 8-pin modular jacks, Category 5e and/or Category 6, Dual COs consists of two, 8-pin modular jacks, Category 5e and/or Category 6 and Single COs consist of one, 8-pin modular jack Category 5e and/or Category 6. Quad, dual or single CO locations originate from a main equipment room (ER) usually located in the Media Center or a communications closet (TR). Rooms located outside the distance limitations of the ER, or in outlying buildings. Voice cabling infrastructure is fed from communication closets connected to the main ER via a category 3/5 voice grade, copper backbone cable and optical multi-mode fiber cable. All CO location cables are directly home run to the nearest TR or the ER and terminated on Category 5e and/or Category 6, 8-pin modular patch panels with 110-type connecting hardware. This conforms to SBBC's Standards and all current Building Industry Consulting Service International (BICSI) standards and specifications.

8.2. GROUP 2 – ENTERPRISE NETWORK: The scope of work requirements includes the procurement of enterprise network equipment needed to provide or expand Local Area Network (LAN) and Wireless Local Area Network (WLAN) solutions on school campuses and other District facilities and includes:

a. Network equipment infrastructure at new schools and/or Department sites
b. Upgrade of existing network infrastructure at schools and District offices not already upgraded or partially upgraded
c. Procurement of parts and equipment needed to maintain all existing Hewlett Packard network equipment installed throughout the District.

While procurement amounts for the Enterprise Network are estimated for bidding purposes, SBBC reserves the right to amend these estimates on an annual basis with the filing of the FCC Form 471. There are no guaranteed minimums of orders.

GROUP 2 CURRENT ENVIRONMENT

8.2.1 All of SBBC's 265-plus facilities, both schools and administrative sites, are connected via a Wide Area Network (WAN) in a hub and spoke topology back to the technology center utilizing Multiprotocol Label Switching routing technique (MPLS) with six class-of-services to provide the proper quality of service for real time, voice, video and other selective traffic. Open Shortest Path First (OSPF) and Border Gateway Protocol (BGP) routing protocols are responsible to propagate reachability information through the entire network. MPLS bandwidth at locations is varied from gigabit to multi-gigabit connections with multiple ten gigabit connections at the hub location. At each site, the WAN connects to each site's Local Area Network (LAN). LANs are installed using a hierarchical star topology with a single core layer switch and multiple access layer switches and wireless access points.

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8.2.2 Network Equipment and Uninterruptable Power Supply (UPS) devices are deployed at approximately 2,166 IDF/MDF locations across the District. In most cases, 2-post or 4-post networking network racks are located in wired closets, but in some cases racks with network equipment are located at a school office or media center.

8.2.3 The table below represents the current SBBC network closets classification from the standpoint of the amount of copper and fiber ports.

Closet Type	100/1000 Base-T PoE+	1G/10G SFP at Primary Switch	Number of Closets
1	800	24	1
2	800	8	3
3	680	32	4
4	680	8	5
5	590	28	6
6	590	8	11
7	490	28	16
8	490	8	20
9	390	28	28
10	390	8	54
11	300	24	50
12	300	8	114
13	240	4	24
14	180	24	87
15	180	4	447
16	80	20	32
17	80	4	515
18	48	4	361
19	24	2	250
20	8	2	138
Total	**288,242**	**13,300**	**2,166**

Note: SBBC cannot dictate network designs or diagrams of closet types due to E-Rate Guidelines.

8.2.4 SBBC's LANs are composed of HP Aruba network equipment, Aerohive Wireless Access Points (APs) and multi-branded Uninterruptable Power Supply (UPS) devices. All wiring closets utilize standard 19" 2-post racks. Switch ports support 10/100 Mbps and gigabit connections via UTP CAT 5e or CAT 6 copper RJ-45 connectors and either 62.5 or 50-micron multimode fiber.

8.2.5 Wireless Access Point models deployed at the locations are principally Aerohive AP230; approximately 15,400 units deployed. There are also approximately 2000 Aerohive AP330 units that are primarily deployed at Administration locations and some schools. The most recent Wireless Access Point model deployed in high-density areas is Aerohive AP250. The HP Aruba switch models deployed most frequently are the HP Aruba 5400R Layer 3 modular chassis-based switch and the HP 5400 zl Layer 3 modular chassis-based switch. In areas where a large amount of ports are not needed, smaller stackable models of HP Layer 3 switches are deployed.

8.2.6 The LAN network backbones between switches are gigabit or multi-gigabit fiber or copper. A minimum of switched Fast Ethernet to the desktop for all ports with the majority of desktop-facing ports are gigabit with Power over Ethernet (PoE) for VoIP phones. The network switches support both Layer II and Layer III switching, IPv4 routing, OSPF & BGP dynamic routing protocols, 802.1q VLAN distribution on all backbones and segments, Multicast routing and delivery with IP PIM sparse, IGMPv2, IGMPv3, DHCP snooping, Bonjour gateway, Access Control List (ACL) and Quality of Service (QoS) capabilities.

8.2.7 Core switches located in the main Communications Equipment Room (CER or MDF) are utilized as full-function routers performing IPv4 routing, participating in OSPF and BGP dynamic routing exchange, performing PIM Sparse and Bonjour gateway. To improve performance, security and administrative control, a large campus network is segmented into smaller logical networks with 802.1q Virtual LAN technique. Currently, each campus has eight VLANs.

8.2.8 Edge switches are enterprise-class managed switches. They are layer 2-4 capable, which allows the implementation of IPv4 routing, QoS, DHCP-snooping, ACLs at the edge as technology needs dictate. These switches support both 10/100 mbps and gigabit connections via UTP Cat 5e and/or Cat 6 copper RJ-45 connectors to the desktop. In most installs

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modular, chassis-based switches are utilized versus stackable switches. This allows for higher port densities; a common, faster backbone; greater ease-of-management and cleaner installs. At sites where VoIP is implemented (around 220 sites) power over Ethernet features are utilized to power up IP phones. Wireless Access Points are utilizing advanced power over Ethernet features.

8.2.9 Managed UPSs are located in each wiring closet and are sized-based on the network equipment they support. They are outfitted with network management cards for remote management over the network. SNMPv3 is utilized to provide capabilities for proactive network management at the District's Network Operation Center (NOC). All switches and UPS devices are centrally managed and monitored via encrypted protocols such as SNMPv3, HTTPs and/or SSH.

8.2.10 All schools have 100% complete wireless coverage throughout their facilities. SBBC's wireless network consists of over 17,575 Aerohive Wireless Access Points centrally managed by the Network Operations Center via Aerohive's central management solution "HiveManager." The wireless network currently utilizes a "one AP per classroom" deployment scheme. Special locations which have a high density of users (such as media centers and cafeterias) have a heavier deployment footprint. Wireless Networks are deployed across the entire 2.4GHz and 5GHz radio frequency bands and support 802.11a/g/n/ac wireless standards. Deployment is performed based on 20MHz – wide radio channel in 1 to 1 areas with 40MHz utilized elsewhere on the 5Ghz band.

8.2.11 Four wireless networks (WLANs) are serving different categories of users and devices. WPA2-Enterprise authentication protocol with 802.1x authentication method is used on all major WLANs with additional device control mechanism deployed at Access Points, which enables the recognition of device/user combinations and properly places wireless devices on the proper network segment, with the additional ability to apply proper access restrictions directly on the Access Point and class of service on the network switch. The Wireless Guest network for outside users is deployed by utilizing an open Captive Portal mechanism, with the ability to perform self-onboarding and the ability to receive temporary access credentials via SMS gateway message on a cell phone. Any access to the Internet is controlled by an enterprise-class web filtering solution, application control and intrusion detection services. Users on a Guest WLAN are not allowed to access District internal network resources.

8.2.12 The daily peak average load of wired and wireless clients generally exceeds 260,000 - 320,000 connected devices, from which wireless clients generally exceeds 170,000 - 210,000 connected devices. The total number of unmanaged District-owned devices which may not support 802.1x is approximately 85,000. These are devices such as IP phones, Wireless APs, IP cameras, UPS systems, printers, class collaboration, video collaboration and IoT devices. The maximum total amount of wired and wireless devices on the network during peak times currently approaches 400,000. The current flow rate at the centralized Netflow collector is approximately 55,000 flows per second.

8.2.13 The centralized DNS/DHCP/IPAM solution that is deployed at the District level is based on an Infoblox solution that serves all clients. Wireless Access Points receive IP addresses dynamically from a centralized DHCP server. At 250-plus locations, the DHCP lease time on wireless networks is 42 hours. Eight large school locations have a lease time of eight hours on wireless network segments. Lease time for non-wireless devices is over 72 hours.

8.2.14 Currently during new deployments of network switches, new devices are configured based on a predefined configuration blueprint which specifies most global parameters, such as the amount of VLANs, VLAN IDs, ACLs, QoS, DHCP snooping and many others. A switch configured with a static IP address is predefined by the Network Operations Center prior to installation. Trunk ports facing other switches or Access Points are configured with 802.1q VLAN tagging for all VLANS. All other switch ports, except trunks, are configured as untagged on data VLAN and tagged on voice VLAN. After the initial deployment, some ports are manually tuned to reflect special purposed devices (ie: security cameras). Currently 802.1X is not widely deployed on switch ports, which creates management overhead.

8.3 <u>GROUP 1 & 2 REQUIREMENTS:</u> All Sections and Subsections of 8.3 are minimum requirements that pertain to Groups 1 and 2.

8.3.1 **ACCOUNT REPRESENTATION:** Awardee shall designate one point of contact for communications with SBBC. A resume of this individual must be submitted with the proposal and they must reside in the Tri-County area (Miami-Dade, Broward or Palm Beach Counties). A resume for all other principals in the organization that will be servicing SBBC must also be included.

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8.3.2 **TECHNOLOGY OBSOLESCENCE:** SBBC includes the technology obsolescence in this RFP to protect itself from unknowingly purchasing technology that is at the end of its production, support and/or marketing life cycle. Awardee and SBBC shall have roadmap meetings to share information including product lifespan. Equipment provided by Awardee cannot be declared as EOL or EOS by the OEM within the contract period. In the event of the supplied equipment being declared as EOL or EOS within the period of 5 years from the date of commissioning of the equipment, the Awardee must replace it with equipment having equivalent or higher configurations that is not EOL or EOS.

8.3.3 **BALANCE OF LINE & OTHER GOODS/SERVICES:** Awardee shall provide other goods and services required by SBBC within this commodity Group as needed in the future, irrespective of their specific omission from this RFP. Pricing for any such procurement will be determined by negotiation at the time of the sale, but must be based on the applicable discount levels established in the price offers included in the initial RFP response.

8.3.4 **ITEM ENHANCEMENT:** During the term of the contract, Awardee may offer SBBC an enhanced feature associated with any item. Written notification of intent must be received by SBBC 30 days prior to the effective date of the proposed change. Each item specification must be referenced as it relates to the enhancement, and each product feature of the enhanced item must meet or exceed those detailed in the technical specifications of this RFP. The notification shall include complete descriptive, technical literature on the proposed enhanced item. SBBC reserves the right to continue to order the item as is or to purchase the newer, enhanced item.

8.3.5 **DISCONTINUATION AND SUBSTITUTION FOR RFP ITEMS:** Over time, SBBC expects that the items listed in Excel pricing file will reach end of either their sale or support life. Awardee shall provide alternative products that meet or exceed the operational functionality of the items listed in the RFP at the prices included with their proposal. Additionally, as technology and business requirements change throughout the term of this contract, SBBC may buy alternative products to those listed herein, at the discount levels established in this contract.

8.3.6 **ORDER PLACEMENT & SHIPPING COSTS:** Requests for project proposals will be made by SBBC staff. The Awardee must respond with a written quote/proposal within fifteen (15) business days. Any quote for work that is being done with E-Rate funding support is valid until the close of the associated Funding Request Number (FRN). Proposals/quotes for E-Rate funded related work must break out the E-Rate eligible and ineligible components. Shipping must be provided at no cost. Shipping costs for any material that is defective is the responsibility of the Awardee.

8.3.7 **MANUFACTURING DELAYS:** If the Awardee is unable to supply equipment and/or materials in compliance with this RFP, Awardee shall furnish SBBC with a temporary solution so as not to delay a project at no cost to SBBC.

8.3.8 **DOA / INSTALLATION FAILURE:** Awardee must immediately replace any equipment deemed to be defective at the time of installation without delay and at no cost to SBBC.

8.3.9 **DOCUMENTATION:** Awardee shall provide full documentation on any equipment or system procured under this RFP to SBBC at no additional cost with 72 hours of request.

8.3.10 **INSTALLATION OF GOODS & SITE CLEAN-UP:** Awardee shall deliver and install items ordered within thirty (30) days after receipt of a purchase order (unless alternate arrangements are agreed upon with SBBC). Work can typically be performed between the hours of 7:30 am – 3:30 pm. Work hours are to be coordinated with the individual site. Awardee is responsible for removing all trash and debris to outside garbage containers daily or as needed during the day. After the communications room wiring installation, the Awardee shall provide a complete clean-up of the rooms to include vacuuming of the floor surface, cleaning of racks, panels and boards, etc. Workstation outlet location areas shall be cleaned on an on-going basis each time the Awardee completes work in the area.

8.3.11 **PROTECTION OF WORK, PROPERTY & PERSONNEL:** Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages. SBBC may withhold payment or make such deductions, as it may deem necessary to ensure reimbursement for loss and/or damages to the property through negligence of the Awardee. Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.

8.3.12 **PROFESSIONAL SERVICES:** SBBC expects that certain professional services be provided at no additional cost to those indicated on the Excel pricing file. The services categorically include: pre-sales engineering, product roadmap alignment and strategic planning assistance, collaborative project planning. Other professional services must be made available to SBBC to meet its operational requirements at rates aligned to the services requested and negotiated by SBBC and the Awardee.

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8.3.13 **TRAINING & KNOWLEDGE TRANSFER:** Awardee shall provide training to SBBC on the use of the equipment and systems procured under this RFP at no cost to SBBC. Proposers should describe the methods by which and the extent that they will fulfill this expectation. As the Awardee performs routine installation or maintenance procedures on equipment purchased under this RFP contract, SBBC staff may participate to become better acquainted with systems operations and maintenance.

8.3.14 **AFTER-HOUR / EMERGENCY TECHNICIAN / ENGINEERING SERVICES:** Awardee shall provide a certified field technician / network engineer for after-hours emergency response to SBBC. This person must be certified on SBBC-installed network systems and have access to repair equipment stock. The after-hours time frame is defined as the hours of 5:00 p.m. (ET) to 10 p.m. (ET), Monday through Friday and 8:00 a.m. (ET) to 10:00 p.m. (ET) Saturday, Sunday, holidays and during any unplanned site closures. For Information Technology notification of emergency repairs requiring a response, this certified Field Technician must be accessible by cell phone. Pricing for this emergency technician service (hourly rate) will be in accordance with the pricing submittal.

8.3.15 **EMPLOYEE CONDUCT:** Awardee's employees or agents shall conduct themselves in a professional manner at all times. All rules and guidelines of the project site(s) and SBBC shall be adhered to. Smoking is NOT permitted on the project site(s). Awardee shall not interface with school personnel, students, or make use of any school facilities without permission. Awardee's employees working on site must report to the School Administration Office to sign in. When working on an SBBC construction site owned by a general contractor, all work must be coordinated with the general contractor so as not to impede the progress of any construction activity.

8.3.16 **SUB-CONTRACTORS:** An Awardee subcontracting is still responsible as the Prime Awardee for work performed to the satisfaction of SBBC. Proposer shall provide in their proposal the names, addresses and qualification of any sub-contractor. SBBC may require additional information on sub-contractors at a later date and reserves the right to reject any sub-contractor. No part of this contract may be sub-contracted or ownership transferred to any third party without the written approval of the Director of Procurement and Warehousing Services. Awardee must have the capability to perform all requirements of this RFP or Awardee may be held in default /cancellation of contract. SBBC shall not be liable to any third party, financially or contractually under this contract under any condition.

8.3.17 **PROJECT TRACKING & PROGRESS REPORTING:** Awardee shall submit weekly progress reports to SBBC and/or its designees via email each Friday that contain at least:

a) Work scheduled for the following week with estimated start dates
b) Work completed during the week with actual completion dates
c) Unforeseen delays / obstacles, other comments

8.3.18 **UNIFORMS:** Awardee's installation personnel are required to wear uniforms that include shirts with the company's name prominently displayed, fully clothed in appropriate business attire while on SBBC premises.

8.3.19 **SBBC BUILDING CODE AND PERMITTING REQUIREMENTS:** Every SBBC project requires a permit. Awardee shall comply with SBBC Policy 7001 including obtaining permits from SBBC's Building Department. Awardee must follow all SBBC Building Department processes, guidelines and requirements. Permit plans and As-Builts are required to be CAD. A Registered Communication Distribution Designer (RCDD) certified by BICSI is responsible for engineer drawings for permits. The documents shall have the RCDD's approval or reviewed stamps on the documents. Additional information may be found at: https://webappe.browardschools.com/buildingdepartment/

8.3.19.1 Awardee is responsible for each design for each project and shall comply with State Requirements for Education Facilities (SREF), Florida Building Codes, Division 17 specifications, SBBC building codes and SBBC Section 2A-8 Voice, Data and Video Structured Cabling Systems Design Criteria. An RCDD certified by BICSI is responsible for engineer drawings for permits. The documents shall have the RCDD's approval or reviewed stamps on the documents.

8.3.19.2 Awardee shall comply with State Requirements for Education Facilities (SREF), Florida Building Codes, Division 17 design standards and SBBC building codes. Additional information about SBBC building design standards may be found at:
http://www.broward.k12.fl.us/constructioncontracts/DivisiononeDesignStandards.html

8.3.19.3 After a permit is issued by SBBC Building Department, site-specific drawings must be completed for each site for application submittal for a site-specific permit used for inspection purposes. The current process includes, but is not limited to the following steps:

a) Awardee prepares permit documentation, specifications, and engineering drawings required to apply for a Building Permit.

b) For a Master Building Permit, Awardee provides four (4) certified, signed and sealed copies (no smaller than 11"x17") of permitting documentation to the SBBC IT project representative to be submitted to SBBC's Building Department. Awardee is responsible for revisions, corrections or changes, if required. This Master Building Permit template can be used for multiple sites.
c) Awardee provides & installs surge protection, grounding and any additional components required to complete installation as per Florida building code and SBBC Facilities and Construction Department design specifications.
d) Awardee schedules inspection with SBBC's Building Department and is responsible for project until completed work passes inspection.
e) Awardee must correct and complete any work found to be non-compliant by SBBC Building Department Inspectors.
f) Awardee is responsible for re-inspection fee (assessed by SBBC) must any inspection fail.
g) Awardee must provide a copy of the signed building permit, final drawings and passed final inspections to SBBC's IT Department prior to the processing of any invoice for payment

8.3.20 **ALTERNATIVE, EQUIVALENT PRODUCT:** The Excel spreadsheet contains a list of products and services for Proposer's to provide pricing (see **Attachment G** for additional details regarding the Excel file). Alternative, equivalent product(s) that meets or exceeds all functionality, performance requirements and SBBC's minimum requirements will be considered. All alternative pricing and/or product options must be accompanied by clear, detailed information, including side-by-side comparisons and any other information necessary to enable the District to determine if the alternative meets the District's needs and requirements, as set forth in this RFP. The District, at its sole discretion, shall determine if any alternative product options comply with the requirements of this RFP.

8.3.21 **PILOTS, AND PROOF OF CONCEPT TRIALS:** Awardees are expected to participate in pilots, trials, and proof of concept arrangements upon request from SBBC at no cost. Pilots and trials must adhere to E-rate guidance on gifts and samples. https://www.usac.org/e-rate/applicant-process/competitive-bidding/gift-rules/

8.4 GROUP 1 REQUIREMENTS (STRUCTURED CABLING): In addition to requirements above for Group 1, all Sections and Subsections of 8.4 contain minimum requirements that pertain specifically to Group 1.

8.4.1 **CERTIFICATION(S):** Proposer must provide documentation of their current certification, to install, maintain, and perform all warranty work as part of the scope of services and technical specifications stated within the RFP and shall maintain such certification for the duration of the contract. Specific certification must include Legrand Certified Installer Plus or better and BICSI Corporate Membership number. Proposer must provide copies of current certificate(s)and BICSI registration number verifying that one or more Registered Communications Distribution Designer (RCDD) is currently employed by Proposer. Proposer must provide proof that 30% of their installers and technicians for all cabling installations are BICSI and Legrand Certified. During installation, a minimum of one (1) certified installer must be present. The 30% or better must be maintained for the term of the contract. Proposer must provide the names of technicians and copies of each technician's Legrand Certified Installer Plus and BICSI registered cabling installation certifications that will be assigned to SBBC during the term of the contract. Proposer, by submitting their proposal agree to maintain staffing that will always hold current certification throughout the term of this contract. SBBC reserves the right to request proof of manufacturer certifications at any time during the term of the contract. Additionally, Awardee must maintain a valid and current Florida State Speciality Contractors license (low-voltage).

8.4.2 **DESIGN CRITERIA:** All work must be performed and executed in compliance with SBBC Design Criteria and Division 17000 specifications as applicable. The latest version of this criteria can be retrieved by viewing Section 2A-8 Voice, Data, and Video Structured Cabling System Design Criteria at the following website:
http://www.broward.k12.fl.us/constructioncontracts/DivisiononeDesignStandards.html

8.4.3 **AUDIO VISUAL LAYOUT DETAILS:** Awardee is responsible for design and layout and shall comply with State Requirements for Education Facilities (SREF), Florida Building Codes, SBBC Building Codes, SBBC Section 2A-8 Voice, Data and Video Structured Cabling Systems Design Criteria and SBBC Facilities Design Standards. An RCDD certified by BICSI is responsible for engineer drawings for permits. The documents shall have the RCDD's approval or reviewed stamps on the documents. Scope of Work shall include pre-sale engineering of the project including on-site walk through coordinated with IT staff, project planning, producing a project bill of materials, project scheduling, project meetings with IT staff, all labor for installation and programming, testing, inspection follow up and all necessary items for a complete and fully functional system. All SBBC Instructional Spaces Typical Layout Detail (for Wall Mount) and SBBC Instructional Spaces Typical Layout Detail (for Flat Panel) must adhere to the design criteria as depicted on the Facilities & Construction Management site, posted here:

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http://www.broward.k12.fl.us/constructioncontracts/DesignStandards/Design_Criteria/SBBC%20AUDIO%20VISUAL%20LAYOUT%20DETAILS.pdf

Additionally, it is the Awardee's responsibility to confirm compliance with Facilities & Construction Management's requirements by periodically reviewing the above website.

8.4.4 **WARRANTY:** To ensure Limited Lifetime Certified Warranty Limited Lifetime Installation Warranty, all products must comply at a minimum with nCompass™ Cat6A Cabling System specifications and performance warranty coverage requirements. Awardee will be required to register with Legrand for the nCompass™ Warranty Certificate on all work completed. Awardee must show evidence that its bundled warranty includes no cost to SBBC the replacement of any cable, connector, or other component installed by the Awardee or covered under Legrand warranty which malfunctions. This warranty shall in no manner cover components that have been damaged or rendered to be unserviceable due to negligence, misuse, acts of vandalism, or tampering by personnel other than the Awardee's employees or agents.

8.4.5 **TRAINING:** Awardee must include one (1) four-hour session of hands-on training for any new model of AV or structured cabling systems purchased by SBBC. This training will be held at SBBC's IT Department for up to 15 SBBC personnel. Topics shall focus on the network equipment, operations, network management, client utilization and any related topic determined by SBBC.

8.4.6 **NEW CONSTRUCTION:** All new construction must have a minimum of Category 6A cabling or greater for copper cabling. The multimode fiber cabling is required to have a minimum of Category OM3 or greater.

8.4.7 **EXISTING CONSTRUCTION:** Existing construction requiring more than 6 quad COs to be replaced shall be a minimum of Category 6A or greater. This requires termination elements to be rated to the category of 6A or greater. The multimode fiber cabling is required to have a minimum of Category OM3 or greater.

8.4.8 **CERTIFIED PERSONNEL:** Awardee shall have certified field technicians, for SBBC to hire. Technicians must be capable of performing adds, moves, changes and routine maintenance services on the current and future install-base of cabling infrastructure. Awardee shall supply all Certified Maintenance and Support Technicians with all the appropriate equipment, tools, transportation and training to properly install and maintain District purchased structured cabling in accordance with the RFP terms specifications and conditions. Awardee shall supply at a minimum the following tools: test equipment for Category 5e/6/6A, termination/punch down tools, tone and probe kits, voltage detectors, crimpers, strippers, cutters, probe pics, can wrenches, tapes & adhesives, various hand tools (pliers, screw drivers, etc). Transportation must be a company vehicle, not a personal vehicle. Dedicated technicians need to have a company vehicle with all necessary tools for each day. SBBC will not provide transportation and will not furnish tools. All Certified Maintenance and Support Technicians will work under SBBC IT management.

8.4.9 **WORK DAY DEFINITION:** Dedicated Technicians will work an eight (8) hour day/244 days per fiscal year (July 1 – June 30). Sick time, vacations and holidays are not to be included in the annual rate.

8.5 GROUP 2 REQUIREMENTS (LAN & WIRELESS NETWORKS): In addition to requirements stated above for Group 2, all Sections and Subsections of 8.5 contain minimum requirements that pertain specifically to Group 2.

Notes:

- Out of the 20 different closet types, any switches that are proposed for network closets that have 80 and more 1000 Base-T POE+ ports must support BGP and OSPF routing protocols. Switches proposed for network closets that have 80 and less 1000 Base-T POE+ ports requirements such as closet 18, 19 and 20 may only support OSPF routing protocol.
- MDF, CER, and ER are all interchangeable terms describing a main communications closet.

GENERAL REQUIREMENTS

8.5.1 **NETWORK COMPONENTS SOLUTION:** Awardee shall provide all network components requested in this RFP, such as network switches, Wireless Access Points (AP), Uninterruptible Power Supply (UPS) Systems, Network Security Automation, Orchestration (SEC ORCH). Proposals that do not include a solution for all categories will not be accepted. The central management console system can be on-premise or cloud-based for wireless APs and network switches. Proposed price must include equipment support, maintenance, management, monitoring licenses and subscriptions which are required for the device to be fully operational. If the Awardee's standard equipment bundle does not include no fee licenses subscriptions, maintenance or monitoring for a period of five (5) years from the installation date, the Awardee

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must identify the alternative bundled terms as part of their proposal. The bundled services must apply to all network switches, access points and UPS devices procured through this RFP.

8.5.1.1 RFP proposal may not include pre-released models that are not released for general business sales.

8.5.2 **WARRANTIES:** The Proposer must state what the Manufacturer's standard warranty includes to ensure that it is bundled into the cost. No separate extended warranty or special arrangement warranty will be accepted, and are means for disqualification.

8.5.2.1 **MANUFACTURER'S LIMITED HARDWARE WARRANTY**: If the Awardee's standard equipment Warranty does not include a Manufacturer's limited lifetime hardware warranty, limited to five (5) years from the end of the sale date announcement the Awardee must list the actual limited Warranty terms in its proposal. The limited warranty must apply to all network switches, access points and UPS devices procured through this RFP. All Limited hardware warranty provisions for all equipment must be confirmed with equipment manufacturer documentation covering all suggested models. SBBC will not accept additional warranty agreements which are specific to this RFP as a substitute for manufacturer offered limited hardware warranty.

If the Awardee's standard bundled warranty does not include free standard shipping to and from the Awardees merchandise authorization (RMA) center, the Awardee must list in its proposal its actual terms and conditions for RMA item shipping in its proposal. This must apply to all switches, wireless access points, UPS and all other equipment purchased under this RFP.

Warranty for all equipment starts from the SBBC on-prem installation date.

8.5.2.2 **MANUFACTURER HARDWARE LIFETIME WARRANTY:** All Network switches procured through this RFP must include a Manufacturer's lifetime hardware warranty. Lifetime hardware warranty for equipment must be confirmed with equipment manufacturer documentation covering all suggested models. SBBC will not accept additional warranty agreements which are specific to this RFP as a substitute for manufacturer offered lifetime hardware warranty.

If the Awardee's standard bundled warranty does not include free standard shipping to and from the Awardees merchandise authorization (RMA) center, the Awardee must list in its proposal its actual terms and conditions for RMA item shipping in its proposal. This must apply to all switches, wireless access points, UPS and all other equipment purchased under this RFP.

8.5.3 **CERTIFICATION(S):** Proposer must provide verification of their company's current certification to install, maintain, and perform all warranty work as part of the scope of services and technical specifications stated within the RFP. SBBC's existing network infrastructure under warranty is to be maintained by the Awardee. Awardee shall not allow certification to lapse during term of contract. Certified means personnel working on equipment must hold in his/her possession a certificate of training stating the manufacturer has trained, and is authorized to install, maintain and perform warranty work on that manufacturer's equipment. Awardee must make available to SBBC systems engineers for Dedicated Technician Services that are fully certified and qualified to manage and maintain wired and wireless equipment and systems procured through this RFP award in ways that efficiently manage and maintain the install base and protect warranty coverage of systems.

8.5.4 **REPAIRS:** The Awardee, after being notified, must have all needed repairs started within four (4) business hours (business hours are defined as Monday through Friday, between the hours of 7:30 am to 5 pm). Awardee is responsible for all warranty work & parts, including new equipment purchased under this RFP and/or SBBC's existing networking infrastructure (under warranty). The local repair station must be authorized by the manufacturer and be staffed with in-house factory trained and certified personnel. If the proposal submitted is from other than the manufacturer, then proof that the local repair station is authorized and certified by the manufacturer must be submitted with proposal or upon request. For the purpose of this RFP "local" repair station means a location in Broward, Miami-Dade or Palm Beach County. Factory and or manufacturer-trained and certified means personnel working on equipment must hold in his/her possession a certificate of training stating manufacturer has trained and is authorized to install, maintain and perform warranty work on that manufacturer's equipment. Repairs can be made either at the school/department/center or at the local repair station. If repairs cannot be accomplished at the location, the Awardee is responsible for transporting equipment to and from the original location. Awardee is completely and solely responsible for the coordination and completion of all repairs, including

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pickup at site and reinstallation of any equipment. Upon request, equivalent loaner equipment will be made available if repairs cannot be completed at the location (school/department/center). Manufacturer's standard warranty must be provided on all RFP items. Warranty must begin after delivery and acceptance made by an authorized representative of the School Board. List warranty of all equipment proposed. Awardee must maintain an adequate supply of complement spare parts at their local service facility during warranty period to fulfill the guarantee of the items covered in this RFP. Awardee must mark and disconnect all cables, remove faulty equipment from site where it's installed, install replacement equipment at the same site location and connect all cables back in the same order and test to make sure equipment is functional. Warranty replacement equipment must be in the same functional state equal to the state in which equipment was before the failure. Awardee must restore configuration files to the equipment, add replacement equipment in SBBC network monitoring tools and any other steps to bring faulty equipment or replacement equipment back online after failure. SBBC will not pay for warranty or any activities related to warranty replacements. Awardee must provide replacement equipment free of charge to SBBC.

8.5.5 All new network switches, as well as existing HP Aruba 5400R switches with v3 modules, must have the ability to dynamically enforce role-based access on individual ports during the device connectivity phase or later, based on control from the proposed SEC ORCH. Wireless Access Points must have the ability to dynamically enforce role-based access on WLAN during the device connectivity phase or later, based on control from SEC ORCH. **Note:** For this requirement, "dynamically" means that the SEC ORCH will need to download to the switch (HPE Aruba 5400R) the required ACLs and interface configuration.

8.5.6 All ports on all new network switches and existing HP Aruba 5400R switches with v3 modules must have a unified light configuration that prevents unauthorized access to the environment when not connected. During the connectivity phase, all ports must first pass through a device identification process. If the proposed network solution is unable to detect the device during the connectivity phase, the device is treated as a guest device.

8.5.7 All new switches, new Access Points and existing HP Aruba 5400R switches with v3 modules must have the ability to centrally define policies based on roles, and must be applied uniformly across the WLAN and LAN. This eliminates the need to configure per-switch ACLs, VLANs and subnets.

8.5.8 The network solution must support network segmentation with no less than 20 VLANs per school.

8.5.9 The network solution must have the ability to dynamically place any client devices connected via WLAN on a new wireless access point, wired switch port on new switches or wired switch port on existing HP Aruba 5400R switches with v3 modules on a specified preconfigured VLAN, based on the solution's ability to identify a connected device based on any combination of the following parameters:

a) Device - specific traffic patterns learned via provided Netflow information
b) Device - specific WMI information
c) Device - specific SNMP information
d) TCP/UDP port scanning information
e) ARP information learned from campus switches
f) Values in DHCP Option 55
g) DHCP Option values
h) Fingerprint information provided by site access switches – LLDP, DHCP, HTTP, CDP
i) Vendor MAC address information
j) Device Category
k) Device OS family
l) Device OS name

8.5.10 The NMS/NAC must include a minimum of one (1) onsite, full-time staff augmentation resource for the first year to design, implement, train SBBC staff and manage the solution. The ability to maintain this resource must be provided after the first year only as a management / monitoring resource which will be at a lower skill-set and certified in the product. The cost for this full-time resource should be included in the proposed pricing model (Sec Orch-Erate Ineligible tab). Pricing must include a flow collection software with cloud or on-premise pricing.

8.5.11 If the Sec Orch-Erate Ineligible Awardee is initially outsourced to SBBC, the Awardee must provide SBBC with an outsourcing price for informational purposes.

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NETWORK SWITCHES MINIMUM REQUIREMENTS

8.5.12 To guarantee solution stability, quality, sizing potential, proper level of support and needed feature set and future innovation, the manufacturer must be recognized by Gartner in the top right-hand corner as a Leader in the Wired and Wireless LAN Access Infrastructure category for either 2018, 2019 or 2020 year reports, which must be available to validate at time of release of RFP,

8.5.13 If switch stack is proposed, then all stacking modules, transceivers, and cables which are used for stacking must be included in the switch cost. Ports used to stack switches together in the stacking solution must not be counted against port requirements.

8.5.14 The switch stack in an IDF/MDF closet must be designed with the ability to add at least one extra switch in each stack to enable future port increase capability in the closet.
8.5.14.1 All switches within same switch stack must belong to the same product family.
8.5.14.2 If switch stacks are used stacking connection bandwidth must not be less than 80Gbps. If chassis-based switches are used, bandwidth per slot must not be less than 80Gbps.

8.5.15 The chassis-based modular switch supporting over ten (10) modules in an IDF/MDF closet must be designed with the ability to add at least one extra port module in the chassis to enable future port increase capability in the closet.

8.5.16 If a single chassis-based modular switch of any size is deployed in an IDF/MDF closet, it must be designed to be able to add at least one extra port module in the chassis to ensure future port expansion capability in the closet.

8.5.17 All 100/1000BaseT ports on all switches must support PoE+

8.5.18 Chassis-based modular switches must have the ability to have POE (Power Over Ethernet) multi-gigabit 2.5GBASE-T 802.3bz port modules in the same chassis with other types of port modules. Stack switches must have ability to have multi-gigabit 2.5GBASE-T 802.3bz port switches in the same stack with other types of port modules.

8.5.19 The power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices (15W) to support the future increase of the PoE device count, as well as increase in PoE device consumption switches.

8.5.20 The Uninterruptable Power Solutions (UPS), which must have a minimum run time of 15 minutes, must be selected based on switch (or switch stack) idle power consumption and the following PoE load assumptions must apply:

a) 30% of all 100/1000 Base-T Ports have 802.3af class 1 devices (4W+0.5W PoE tax)

b) 10% of all 100/1000 Base-T Ports have 802.3af class 2 devices (7W+1W PoE tax)

c) 7% of all 100/1000 Base-T Ports have 802.3af class 3 devices (15W+1.5W PoE tax)

d) 2% of all 100/1000 Base-T Ports have devices required full POE+ power (30W+2W PoE tax)

8.5.21 Pricing must include all licenses and subscriptions that are required for the network switch to fully function as layer 2 and layer 3 switch and enable all features during the entire contract duration.

WIRELESS ACCESS POINTS MINIMUM REQUIREMENTS

General Requirements for Access Points

8.5.22 The equipment manufacturer must be recognized by Gartner in the top right-hand corner as a Leader in the Wired and Wireless LAN Access Infrastructure category for either 2018, 2019 or 2020 year reports, which must be available to validate at time of release of RFP.

8.5.23 Access Point (AP) must support 802.11ax Wi-Fi Standard

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8.5.24 AP must have completed or in the process of completing (by release of RFP date) Wi-Fi Certified 6 certification program from Wi-Fi Alliance

8.5.25 AP must have the ability to operate simultaneously at 2.4 and 5GH Wireless Bands

8.5.26 AP must have a minimum of two Wi-Fi Radios

8.5.27 High Density AP must have a MultiGigabit Base-T Ethernet Port

8.5.28 AP must be capable of operating on POE+/802.3at power with all Wi-Fi features enabled without affecting client performance.

8.5.29 New wireless APs must be able to be deployed based on the DHCP IP assignment method and must not need fixed IP addresses for proper central management and full feature functionality.

8.5.30 Indoor APs must include a ceiling mounting kit in the price.

Minimum Requirements for Indoor and Outdoor Access Points for High-Density Areas

8.5.31 The AP must possess a minimum 4x4 MU-MIMO support type at 5GHz range

8.5.32 The AP must possess 256 minimum Client Capacity per radio

Minimum Requirements for Indoor and Outdoor Access Points for not High-Density Areas

8.5.33 The AP must possess minimum 2x2 MU-MIMO support type at 5GHz range

8.5.34 The AP must possess 256 minimum Client Capacity per radio

Minimum Requirements for Indoor Wi-Fi User Experience Sensor if Sensor is Proposed as Separate Device (E-rate Ineligible)
(Note: SBBC allows sensors to be integrated into AP as long as use of sensor does not affect AP primary functionality. Legacy APs without a dedicated radio may perform some performance monitoring tasks if they have no clients associated to the radio.)

8.5.35 Sensor Radio must support 802.11ac Wi-Fi Standard

8.5.36 Must possess Dual Band Support (2.4GHz and 5GHz)

8.5.37 Must possess 1000 Base-T Ethernet

8.5.38 Must possess ability to work on 802.3at PoE+ power

8.5.39 Must support 802.1x Enterprise Authentication methods

8.5.40 Mounting kit to mount sensor on the wall and on ceiling must be included in proposed price.
Note: Conditions could vary based on location requiring wall or ceiling installation

8.5.41 All support, maintenance, management and monitoring licenses and subscriptions which are required for Wi-Fi Sensor to be fully managed and monitored by the proposed Network Security Automation & Orchestration Solution, as well as required for Wi-Fi Sensor to fully function as part of the proposed solution for 5 years from installation must be included in the proposed price.

UNINTERRUPTIBLE POWER SUPPLY SYSTEMS MINIMUM REQUIREMENTS

Technical Requirement for Single-Phase Uninterruptible Power Supply systems (1500VA to 2200VA) 120 Volt Units
Note: SBBC is not requesting models under 1500VA and/or above 2200VA to meet requirements below. As long as models 1500VA to 2200VA meet listed requirements SBBC will accept all other UPS products from the same vendor and same product line.

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8.5.42 Awardee must serve all Broward County Schools and administrative locations. . Installation services must include mounting and device provisioning. Device provisioning is to include deploying school board-provided device configuration, application of software / firmware updates, and the addition of the device to management system. Installers must possess basic network knowledge of TCP/IP v4 to locate the next available IP address within the IP subnet range provided by SBBC.

8.5.43 The UPS system manufacturer must be certified to ISO 9001:2000

8.5.44 UPS devices must be compliant with the following standards - the Restriction of Hazardous Substances Directive (RoHS), UL 1778, c-UL-us Listed, FCC Part 15, Class B, Procedure 1A Certification.

8.5.45 UPS device must be line-interactive or double conversion system type.

8.5.46 UPS device must have operating temperature ranging from 0C (32F) to 40C (104F).

8.5.47 UPS device Output AC power must possess pure sinewave form in Normal and In Battery modes of operation.

8.5.48 Line Interactive UPS device must possess Automatic Voltage Regulation (AVR)/Boost mode. In this mode, the UPS input is plugged in, but the voltage source is abnormally low (brown-out). The UPS automatically corrects the low voltage and allows the outlets to be on with the normal, expected voltage. The internal batteries are charging in this mode.

8.5.49 UPS device must have Input Power Cord at least 6ft in length with NEMA 5-15, 5-20 or 5-30 connector.

8.5.50 UPS device must have at least six Output Receptacles NEMA5-15R or NEMA5-20R. At least three out of six Output Receptacles must be controllable. In group control is acceptable.

8.5.51 UPS device must have typical transfer time under 10ms and maximum transfer time under 13ms.

8.5.52 UPS device must have ability to tune maximum transfer time to be under 11ms.

8.5.53 Noise generated by the UPS during normal operation must not exceed the following values when measured at 1 meter from the surface of the UPS. In normal mode unit measures 42dB max, and in battery-mode 56dB max.

8.5.54 UPS device must be Energy Star Certified.

8.5.55 UPS device must possess recharge time of not more than 8 hours to recover 90% (measured without external battery cabinet attached).

8.5.56 UPS device Output Voltage Regulation must be ±5% from the selected configuration settings value while UPS is operating on battery.

8.5.57 UPS device Frequency Regulation must be ±3Hz of normal while UPS is operating on battery.

8.5.58 UPS device must be able to withstand an electrostatic discharge compliant to ANSI C62.41 Category A, Level 3 without damage and without affecting the connected load.

8.5.59 UPS device must have surge energy rating at least of 400 joules.

8.5.60 Awardee must warrant the UPS against defects in materials and workmanship for a minimum of five (5) years. The warranty shall cover all parts, batteries, and the cost of shipping for a defective UPS during the entire warranty period. Awardee must provide replacement UPS or battery free of charge to SBBC and also must provide shipping label for faulty equipment if it needs to be returned. All warranty services must be free of charge for SBBC. All warranty and warranty-related services must be included in the proposed equipment price.

8.5.61 The UPS device must be capable of supplying power for overloads exceeding 100% and up to 105% of full load rating, continuously. A visual indicator and audible alarm must indicate overload operation. For greater current demands, the UPS must employ a circuit protector and electronic current-limiting protection to prevent damage to components. The UPS device must be self-protected against any magnitude of connected output overload.

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8.5.62 To prevent battery damage due to excessive discharge levels, the UPS control logic must automatically monitor the battery voltage and load level and switches off the output at the predetermined battery shutdown voltage set point.

8.5.63 The UPS device must include an intuitive LCD display capable of communicating the UPS status and operating conditions. Typical UPS performance metrics must be visible on the screen and include, but not limited to, Load, Battery Capacity, Event Notification and Local Alarm. The local Human Machine Interface (HMI) must be capable of basic configuration settings by the user.

8.5.64 The UPS device must have the ability to easily silence "ON Battery" Alarm via HMI.

8.5.65 The UPS device must have the ability to accept external battery cabinets for long runtime applications

8.5.66 The UPS device must have at least 0.8 output power factor value.

8.5.67 The UPS device must support SNMPv3, SSH and SSL communications protocols.

8.5.68 The UPS device must have the ability to utilize RADIUS method of login authentication

8.5.69 The UPS device must have the ability to provide, via SNMP, query information about UPS serial number, current device status, load conditions, estimated run time on battery, current battery condition and power line quality.

8.5.70 The UPS device must have the ability to set (write) SNMP objects to initiate unit self-test and set input sensitivity levels.

8.5.71 The UPS device must have the ability to send SNMP traps for different events.

8.5.72 The UPS device must have the ability to perform automatic self-tests based on a user defined schedule.

8.5.73 The UPS device must have the ability to initiate a self-test via remote command or via HMI.

8.5.74 The UPS device must have operational mode in which the device will automatically enable output power after Input power will be restored.

8.5.75 The UPS device must have the ability to do network card firmware upgrade without dropping UPS load during upgrade process.

8.5.76 The UPS device must have the ability to reboot network card without dropping load on UPS.

8.5.77 The UPS device must have the ability to sync time with NTP for network management card. All log timestamps must be in sync with time server.

8.5.78 The UPS device must have an automatic bypass feature to bypass the battery if the UPS detects a critical issue with the battery.

8.5.79 The UPS device must have the ability to mount in the rack or be installed as a tower without purchasing additional mounting hardware.

8.5.79.1 If mounting of UPS within rack cabinets needs a special bracket due to size and distance between rails, any additional UPS mounting hardware must be free of charge to SBBC.

8.5.80 UPS device must utilize relatively easy battery replacement procedure which can be done by SBBC Physical Plant Operations (PPO) personnel without going through additional vendor certification.

NETWORK SECURITY AUTOMATION, ORCHESTRATION (SEC ORCH – E-RATE INELIGIBLE) MINIMUM REQUIREMENTS

General and K12 Specific Design Criteria SEC ORCH design must consider the following K-12 environment specifics which exist in SBBC. SEC ORCH must be sized to support such peaks without noticeable delays on the user side.

A. At the conclusion of the school day, up to 85 percent of all devices are disconnected from the network and simultaneously reconnected to the network the next day, creating a noticeable peak activity time at the beginning of the day for protocols responsible for device attachment to the network.

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B. The solution must support an environment where thousands of devices simultaneously wake up from sleep mode and cause noticeable peak activity for protocols responsible for device attachment to the network.

C. The five (5) year projection is 660,000 devices. Due to known peaks 80% from the total amount of devices must be used as the maximum supported concurrent session's number in a proposed SEC ORCH. Within the next 3-5 years, 528,000 devices must be used as the maximum supported concurrent session number in a SEC ORCH solution.

D. SBBC's three (3) year projection for unmanaged District-owned devices, which may not support 802.1x and require advanced mechanism of device identification is 115,000 devices. The five (5) year projection is 140,000.

E. SEC ORCH may be either hardware appliances or virtual deployment running on VMware ESXi 6.5+. Proposers offering virtual deployment must not include compute resources cost in the price, but must include compute resources requirement information needed to run the solution. **Note:** SEC ORCH can be cloud-based.

NETWORK SECURITY AUTOMATION, ORCHESTRATION (SEC ORCH) General Requirements

8.5.81 SEC ORCH equipment manufacturer must be the same manufacturer as the equipment proposed for Wired or Wireless Networking Equipment.

8.5.82 The SEC ORCH equipment manufacturer must be recognized by Gartner as a Leader in the Wired and Wireless LAN Access Infrastructure category for either 2018, 2019 or 2020 year reports which must be available to validate at time of release of RFP, and provide documentation of this designation to SBBC.

8.5.83 SEC ORCH must be designed not to experience over 30 seconds service interruption if a single server or component fails or stops functioning. Service or role recovery must occur automatically during component failure.

8.5.84 SEC ORCH must be designed not to lose more than 20% in required sizing variables if a single server or component fails or stops functioning. For example - if the maximum concurrent sessions number supported by the proposed SEC ORCH is 530,000, then during a single component failure, the solution must still support 424,000 concurrent sessions.

8.5.85 All new network switches and wireless access points must be able to be fully pre-configured before deployment in SEC ORCH. During physical deployment, the device which is configured for the DHCP IP address must pull individual specific configuration from SEC ORCH over the network and become fully functional without the installation team performing additional configuration steps.

8.5.86 All new network switches and all new wireless access points must support a self-provisioning deployment (a minimum configuration is placed on the switch, which allows the switch to contact SEC ORCH for the remaining configuration). Devices are to be pre-configured in SEC ORCH before deployment and automatically pull configuration from the central management solution during the first connection to the SBBC network.

8.5.87 SEC ORCH must support PEAP EAP-MSCHAPv2, EAP-TLS, PAP EAP-GTC, EAP-TTLS and EAP-GTC methods.

8.5.88 SEC ORCH must support the mechanism to dynamically update an active client session with a new user policy that is sent in RADIUS packets (such as Change-of-Authorization attribute).

8.5.89 In order to dynamically place some District-owned devices, which are not supporting 802.1x on needed network segment, SEC ORCH must have a traffic pattern learning mechanism that is based on the flow collection method, and the ability to make decisions based on identified traffic patterns.
For example, some Interactive Monitors used in education have an Android-based OS, but must be separated from regular Android-based smartphones, based on traffic from them to specific centralized cloud-based management system. The proposed SEC ORCH must be able to accomplish such a task, and place devices correctly on the proper network segments. SEC ORCH can utilize either an existing SBBC flow solution or have a flow collector as part of SEC ORCH. SBBC's three (3) year projection for total flows per second is 100,000. The five-year projection is 150,000 flows per second. This is critical for SBBC, as part of the compliance with this requirement, SBBC requires the Awardee to provide technical materials which show the technical details on how the recommended solution, SEC ORCH, will perform this task. Not providing said information may lead the technical committee to not have a clear understanding, which will result in a zero score.

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8.5.90 Wireless guest solution must support true SMS messaging, which works without asking carrier information from guests.

8.5.91 SEC ORCH must be able to send a copy of Radius Accounting Information, which is received from existing and new switches and Access Points to an SBBC-owned security solution (FortiAuthenticator).

SEC ORCH Sizing Design Requirements: The Network Security Automation & Orchestration Solution sizing must be done based on the following metrics:

8.5.92 SEC ORCH must support up to 530,000 concurrent devices/sessions.

8.5.93 The solution design must have room for growth to later support up to 660,000 concurrent devices/sessions, by adding additional appliances or virtual hardware.

8.5.94 SEC ORCH must support up to 140,000 devices which do not support 802.1x, and will require an advanced method of identification.

8.5.95 The SEC ORCH component, which performs identification based on flows tracking information, must support up to 150,000 flows per second.

8.5.96 The solution must be able to centrally manage all existing and new Access Points and switches, while scaling to support up to 120% from the currently proposed amount of access points and switches by adding additional appliance or virtual hardware.

8.5.97 The solution must support automatic provisioning deployment for new Access Points with bulk information input for up to 200 new Access Points at a time.

Requirements for RADIUS Component of SEC ORCH

8.5.98 RADIUS Component of the solution must support up to the following amount of authentications per second for the different methods listed below:

a) Up to 3000 PAP EAP-GTC Active Directory authentications per second.
b) Up to 3000 PEAP Active Directory authentications per second.
c) Up to 2500 PEAP EAP-MSCHAPv2 Active Directory authentications per second.
d) Up to 3000 AP-TTLS EAP-GTC Active Directory authentications per second.
e) Up to 2500 EAP-TLS Active Directory authentications per second.

SEC ORCH Ability to Manage and Control Access on SBBC's Existing Network Switches

The proposed SEC ORCH must be able to perform the following functions with existing SBBC-owned HP Aruba 5400R switches with v3 modules.

8.5.99 SEC ORCH must be able to manage existing HP Aruba 5400R switches with v3 modules, so the SBBC team is able to deploy the same network access policies across the entire switching environment.

8.5.100 For 802.1x clients, SEC ORCH must be able to control the switch to the point of placing clients on a specific pre-configured VLAN, and change placement based on additional information collected by SEC ORCH later.

8.5.101 Based on an 802.1x client request and additional information, an HP Aruba 5400R switch with v3 modules can provide SEC ORCH, which must order switch which a preconfigured local user role client must be assigned. SBBC requires that user roles are centrally managed and downloadable from SEC ORCH, eliminating the need to preconfigure user roles at the switch level.

8.5.102 The proposed SEC ORCH must be able to perform the same functions as existing SBBC-owned Aerohive/Extreme Access Points models.

8.5.103 Based on 802.1x client request and by utilizing Radius Vendor Specific Attributes, SEC ORCH must order the Access Point to configure a wireless client based on a locally-configured user group.

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SECTION 9 – Q&A

As stated in the opening letter for this RFP, SBBC is including some of the vendor questions and SBBC answers from the previous bid (FY21-180) below. SBBC answers below are binding and Section 9 supersedes all other sections within this RFP in the event of a conflict.

- **QUESTION #1:** The next generation of the 5400 series, is the CX 6400 line. Aruba Networks highly suggests customers consider the CX 6400 series instead of the 5400 series. Due to the more modern and robust feature set would the district like to see pricing on the new CX6400 series?

  ANSWER TO QUESTION #1: The District prefers chassis-based, therefore either of the two listed above are technically acceptable.

- **QUESTION #2:** Based on the longevity of the contract, (5 1/2 years, plus the option of 2 ½ years of extensions), will price increases for labor and/or materials be allowed per year?

  ANSWER TO QUESTION #2: No. Please see RFP Section 3.4 for price adjustments and 3.3 for the correct contract term.

- **QUESTION #3:** On the Request for Proposal sheet, you state to include a PDF version of the proposal on a flash drive. Do you want the pricing spreadsheets in Excel format and PDF, or just PDF?

  ANSWER TO QUESTION #3: Include both in Excel (on flash drive) and a printed copy with your proposal.

- **QUESTION #4:** UPS section – Limited Lifetime that is for the UPS and NOT the battery, Correct? Battery is a consumable in UPS's

  ANSWER TO QUESTION #4: See RFP Section 8.5.60, which addresses the UPS battery.

- **QUESTION #5:** All maintenance for all Software and Hardware is 5 years. Correct?

  ANSWER TO QUESTION #5: Yes, the Wireless and/or Network Security Automation, Orchestration (Sec Orch) specify 5 years.

- **QUESTION #6:** What manufacture of UPS do you currently use?

  ANSWER TO QUESTION #6: APC or Liebert

- **QUESTION #7:** Approximately what percentage of UPS units are installed in 2 post vs 4 post racks.

  ANSWER TO QUESTION #7: The vast majority are 2 post with an extremely low amount of 4 post.

- **QUESTION #8:** What is BGP function in the network? Edge MPLS and internet only? Internal route propagation?

  ANSWER TO QUESTION #8: Border Gateway Protocol (BGP) is to propagate reachability information through the entire network – both external and internal.

- **QUESTION #9:** In some of the switch requirements in both the spreadsheet and the RFP, there are requirements for an *"Extra Management Module."* Since the second module is non-active (passive / stand-by) it is not e-ratable (i.e. cell B81 in **Type 1** tab) will SBBC be issuing a new XLS spreadsheet removing the extra module requirement from all of the configurations? We noticed the part is already included on the "Current Part List?"

  ANSWER TO QUESTION #9: SBBC will accept chassis-based switches or switch stacks without redundancy in management function "only if" switches proposed for closets with over 80 POE port requirements will have ability to add redundant management module. Price for additional management module is listed on "erate-Ineligible" tab in XLS spreadsheet.

- **QUESTION #10:** Regarding Section 8.3.2 TECHNOLOGY OBSOLESCENCE: Does SBBC expect the Awardee to physically replace any equipment that has been discontinued for sale but is still supported with hardware and software updates or does SBBC mean that the awardee must make available the replacement product as stated in section 8.3.5 for future purchases?

  ANSWER TO QUESTION #10: See revised RFP Section 8.3.2 and further explanation as follows: SBBC expects that network equipment manufacturer will release End of Life (EOL) Announcement at least 6 months prior to End of Sale (EOS) date and at least 5 ½ years from End of Life / End of Support

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(EOL/EOST) date. SBBC expects that after EOL Announcement date all new SBBC orders for network equipment will not contain equipment listed in EOL Announcement and instead only contain alternative equipment which is similar or better in technical specifications, meet minimum requirements listed in this RFP which are applicable to a specific equipment and closet, have over 6 months prior to EOS date and at least 5 ½ years from EOL/EOST date. SBBC understand that sometimes direct line-by-line comparison is not possible between old and new network switches, but expect that such alternative new network switches will be proposed at same or higher discount level as network switches which are subject for replacement, so it will not cost SBBC more per closet than prices listed in this RFP for the same network closet type. SBBC expects that alternative new wireless access point will be proposed at the same or higher discount level as wireless access point which are subject for replacement, so it will not cost SBBC more per access point. If EOL Announcement occurs after network equipment was quoted, but before it was installed at SBBC site, such network equipment must be replaced before installation date to network equipment which is similar or higher in technical specifications, meet minimum requirements listed in this RFP which are applicable to a specific equipment and closet, and have over 6 months prior to EOS date and at least 5 ½ years from EOL/EOST date. Within the entire contract period, Awardee shall not quote or supply EOL/EOST within the 5 ½ years or EOS within 6 months of installation date at SBBC. In the event of the supplied network equipment being declared as EOL/EOST within the 5 ½ year or EOS within 6 months of installed date at SBBC by the Awardee, during the entire contract period, the Awardee must immediately replace such network equipment with network equipment which is similar or higher in technical specifications, meet minimum requirements listed in this RFP which are applicable to a specific equipment and closet, and have over 6 months prior to EOS date and at least 5 ½ years from EOL/EOST date.

- **QUESTION #11:** For the tab "Current Part List" is it for informational purposes only?

  ANSWER TO QUESTION #11: Yes

- **QUESTION #12a:** Do we have to satisfy all components on the 'current part list' to be compliant? (For example: the 300' patch cable is not a common part and is typically a drop cable.)

  ANSWER TO QUESTION #12a: Current part list is for "Informational Purposes Only", and it is beneficial for the Proposer to let SBBC know that they are able to fulfill all the parts on this list.

- **QUESTION #12b:** Can we use the Item Description field to describe different part numbers/description relevant to the solutions we are providing?

  ANSWER TO QUESTION #12b: Yes. That is its purpose.

- **QUESTION #13:** If it's found that the solution quoted in the response will not work as designed, will you hold the responding vendor financially responsible for all costs to make the responded solution work?

  ANSWER TO QUESTION #13: Yes. SBBC expects that Proposers are technical experts in solutions being offered. ALL minimum requirements listed in this RFP must be met by proposed solution and Awardee will be held financially responsible to modify and expand solution with technical elements and/or products needed to meet minimum requirements of this RFP and such modification and expansion must come at a zero $0.00 cost to SBBC.

- **QUESTION #14:** Will the awardee be responsible for managing pre-existing Aruba equipment, or will all equipment be replaced as part of this award?

  ANSWER TO QUESTION #14: SBBC manages all Network Switches and Wireless APs with in-house staff. The Awardee will be responsible for replacing any parts or network / wireless equipment that is still under Manufacturer Warranty (and within five years of installation). SBBC intends to maintain the existing infrastructure and will replace equipment as needed through attrition, based on the needs of SBBC.

- **QUESTION #15:** Is the "unit price installed" cell on each tab supposed to include installation services only?

  ANSWER TO QUESTION #15: "Unit price installed" cell does not include just installation services. This cell represents combined total price in single quantity equivalent for a particular piece of equipment or equipment bundle which includes cost of equipment itself together with installation services, mounting hardware, licenses, support subscriptions and other maintenance services, as well as anything else which is needed for this equipment to be functioning in SBBC environment for the duration of 5 years since installation date at the level listed in minimum requirements listed in this RFP. For the period of 5 years from date of installation date, SBBC will not spend any additional money on top of that listed in this cell to maintain and support this equipment.

- **QUESTION #16:** Is "unit price installed" full deployment services by the awardee, or just the physical racking and stacking of the equipment?

  ANSWER TO QUESTION #16: SBBC expects equipment to be installed and working on the SBBC Network. Installation services must include physical deployment and all needed configuration services on equipment itself, central management platform and SBBC network monitoring systems. At the end of deployment, equipment must be fully functioning, managed, and monitored in according to SBBC network management standards for newly deployed network equipment.

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- **QUESTION #17:** Is the awardee responsible for adds, moves, and changes for the wireless, NMS, and switching for the duration of the contract?

  ANSWER TO QUESTION #17: Requirements are detailed within Section 8 – Scope of Work (closely review RFP Section 8.3). The remainder of the question is not specific enough to provide a response to.

- **QUESTION #18:** Is the awardee responsible for code upgrades for the duration of the contract?

  ANSWER TO QUESTION #18: No, but SBBC expects Awardee to work with manufacturer and SBBC to make recommendations based on security updates and critical firmware updates for SBBC In-house technology staff to perform tasks.

- **QUESTION #19:** Break / fix will be done by the OEM, but is it the awardee's responsibility to coordinate break/fix with OEM?

  ANSWER TO QUESTION #19: See RFP Section 8.3 - GROUP 1 & 2 REQUIREMENTS of the RFP

- **QUESTION #20a:** Is it SBBC's expectation that the awarded vendor will provide 1st line of support for the duration of the contract (5 ½ years), and coordinate all support tickets and repairs on NMS, wireless, and switching equipment for SBBC? If the answer is yes, this sounds like a managed service contract. If SBBC is not calling it managed services, what would SBBC say the difference is between what is expected of the vendor and a managed services contract?
  ANSWER TO QUESTION #20a: Awardee will not coordinate all support tickets on NMS, wireless, and switching equipment for SBBC or provide 1st line of support for equipment troubleshooting. Awardee is responsible for all procedures related to equipment repair and replacement after equipment which was in place less than 5 years since installation date was identified as failed by SBBC network team which will base troubleshooting process on equipment manufacturer best practices for troubleshooting. Please read 8.3-GROUP 1 & 2 REQUIREMENTS for additional information. SBBC network team will always do their best to minimize amount of false/positive situation when Awardee will be involved for equipment repair and replacement process.

- **QUESTION #20b:** To expand on that previous question, is the awarded vendor only used to install? And then once installed, SBBC will utilize the manufacturer for opening cases and repairs/replacements? For example, Cisco has what is called TAC support, which SBBC would have complete access to for repairs and replacements if Cisco was their OEM provider. For example, if there is an issue with a part, SBBC would be provided with online or phone support via TAC, to diagnose issues and determine a fix or replacement. We just want to make sure that as a responder/partner our services pricing that we add to the " unit cost installed" cell don't overlap with manufacturer standard support services, and effect the pricing. (the reason for these questions is the variance of install pricing from the lowest bidder and all other bidders in Round 1 of this RFP)
  ANSWER TO QUESTION #20b: Please read 8.3-GROUP 1 & 2 REQUIREMENTS and answer to above question. SBBC has an in-house centralized IT NOC staff who remotely monitors and supports the wireless and LAN network, but Awardee ill handle repair and replacement of faulty equipment.

- **QUESTION #21:** In Section 8.5.4 Repairs, you state that the "awardee" after being notified, must have repairs started within 4 hours? Can this be performed by the winning OEM, not the awardee?
  ANSWER TO QUESTION #21: SBBC cannot dictate to the Awardee how to organize their support model. SBBC will contact the Awardee for repairs as stated in the RFP.

- **QUESTION #22:** Can the local repair station and local service facility be the OEM's?

  ANSWER TO QUESTION #22: See answer to question above.

- **QUESTION #23:** If responder is an SBBC certified vendor and we are filling in #00470, do we just state on the sheet 100% self-performing? Is that the only thing we need to do to fulfill the requirements and receive the full points available?

  ANSWER TO QUESTION #23: SBBC Certified MWBE Vendor/Proposers responding to this RFP must submit the Document 00470 and Document 00475 listing the Percentage and scope of work to be performed. Also, A Copy of the SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included. Please refer to page 11 of RFP document that states that "M/WBE Proposer who are self-performing must identify themselves by completing Form 00470 and 00475. SBBC MWBE Certificate or SBBC Letter of M/WBE Certification must be included. The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and dollar. Forms 00470 and 00475 must be submitted with the bid/proposal".

- **QUESTION #24:** On the Sec-Orch tab, what term support and subscription is required for the "unit price without installation" (**cell G 10**), which correlates directly to a responders total price? Is it supposed to be a 1 year price? Or a 5 year price? SBBC asks "for informational purposes" the annual maintenance and subscription

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cost allocation for years 2, 3, 4 & 5 in the box right next to it, so it is confusing as to if cell **G10** should be filled in with a 1 year price or if it should be more. Exactly what term support and subscription should be filled in for **cell G10** on Sec-Orch tab so all responders are apples to apples?

ANSWER TO QUESTION #24: The term of support and subscription is the same with or without installation. SBBC wants to see the difference of price between installed and not installed. Both prices must include 5yr price with License, maintenance/support or subscription included. Cell "I9" is for SBBC to know the fractional price allocation for SBBC, on how much you are charging for years 2,3,4,5 for annual maintenance and support after 1 year for information purposes only.

- **QUESTION #25a:** SBBC specifies that all maintenance for SW and HW is for 5 years for Wireless and Sec Orch, but what about the switching? Does the 5 years also apply to the switching components?

  ANSWER TO QUESTION #25a: Yes

- **QUESTION #25b:** If so, does it also apply to services/support or licensing or both?

  ANSWER TO QUESTION #25b: Both

- **QUESTION #26:** On the Wireless tab **Cell J 14** Annual Maintenance and Subscription Price for Each Additional Year (Beyond initial term) What is the initial term length?

  ANSWER TO QUESTION #26: Prices must include 5-year License, maintenance/support or subscription. Cell "J14" is for SBBC to know the fractional price allocation for SBBC, on how much you are charging for years 2,3,4,5 for annual maintenance and support after 1 year for information purposes only.

- **QUESTION #27:** Will there be a negative scoring impact if non chassis-based is proposed?

  ANSWER TO QUESTION #27: Today, SBBC uses chassis-based and has had a good experience; and will score the solution based on many factors and not specifically on any specific one.

- **QUESTION #28:** The minimum discount tab (OTHER tab) added to the pricing workbook is very general and will be difficult to answer. Every product has different discount levels, and so does services. For example, a services discount average may by 10%, where a product discount is 65%. What would SBBC like to see in this cell, as we can only input one number? Or can a separate row be created for a services discount and then a separate row for HW discount, and a separate row for SW/Subscription discount?

  ANSWER TO QUESTION #28: The minimum discount in the example above is 10%. This item is for information purposes only and sets a base level.

- **QUESTION #29:** What is Flow Collection software on the Sec Orch tab?

  ANSWER TO QUESTION #29: As listed in RFP Sections 8.5.9 (a) and 8.5.89 The Network Security Automation, Orchestration solution must have the ability to make decisions based on identified traffic patterns. Flow Collection is a feature related to the solutions ability to collect and analyze traffic flow information. Today, SBBC has a Flow Collector solution in place, but SBBC welcomes responders to provide their own Flow Collector solution if needed as part of Network Security Automation, Orchestration solution or separately on Cell B12 on tab "Sec Orch" which can be used to separate the solution in case the Proposer wants to list it separately instead of including this feature in the bundle. Proposer must open bundle components in area below row 19. In any case this feature must be provided. As mentioned in the area title (row 7) all line items are presenting are a "Sample Design" only, so Proposers don't have to follow them in their design / recommendation and may utilize alternative items columns or specify zero price for this particular line item and specify in the "Notes" column that this line is not in use because feature provided as part of the bundle listed in other line. This component is very important for SBBC, and SBBC looks forward to responder to provide technical materials which describe technical details how suggested Network Security Automation, Orchestration solution will do this.

- **QUESTION #30:** Regarding Section 8.5.2 WARRANTIES…No separate extended warranty or special arrangement…: Some products do not come with the specified warranty by default though the manufacturer provides a commercially available warranty extension. Will this Manufacturer's extended warranty be accepted so long as it is part of their generally available warranty options and not a special offer?

  ANSWER TO QUESTION #30: It must be a Standard Manufacturer Warranty that is not a separate line item or have a separate cost.

- **QUESTION #31:** Regarding Section 8.5.3 CERTIFICATION(S): As written this would require the Awardee to support warranty work including RMA and truck roll for all aspects of the SBBC network including those items not covered under this proposed agreement. Please refine the scope of work intended to be covered under this requirement.

EXHIBIT 1

ANSWER TO QUESTION #31: Awardee is responsible for rolling the trucks 5 years from installation date, no matter in what year of the contract. Awardee is also responsible for currently installed network equipment which is under the 5 years of installation date. Awardee will not coordinate all support tickets on NMS, wireless, and switching equipment for SBBC or provide 1st line of support for equipment troubleshooting. Awardee will only be responsible for all procedures related to equipment repair and replacement after equipment which was in place less than 5 years since installation date was identified as failed by SBBC network team which will base troubleshooting process on equipment manufacturer best practices for troubleshooting. Please read 8.3 - GROUP 1 & 2 REQUIREMENTS for additional information. SBBC network team will always do their best to minimize amount of false/positive situation when Awardee will be involved for equipment repair and replacement process.

- QUESTION #32a: Regarding Section 8.5.60 UPS WARRANTY: This section requires that the awardee include battery replacements as a warranty item. While some UPS manufacturers classify their batteries in this way, others do not. Does this statement preclude proposing current SBBC UPS vendors if they do not warrant batteries for 5 years?

  ANSWER TO QUESTION #32a: SBBC will accept UPS BATTERIES for UPS devices listed on spreadsheet tabs Type1 to Type 20 to come with a standard manufacturer limited warranty of 3 years at ZERO cost. Additional 2 year can be added in the separate line items in the area below row 19 on "Sec Orch - Erate Ineligible" tab in the spreadsheet.

- QUESTION #32b: Regarding Section 8.5.60 UPS WARRANTY: Are replacement batteries considered an eligible Erate item?

  ANSWER TO QUESTION #32b: Replacement batteries service (outside of standard manufacturer warranty) is considered as Erate ineligible.

- QUESTION #33: Regarding PDU's: Are PDUs to be mounted horizontal or vertical?

  ANSWER TO QUESTION #33: Horizontally

- QUESTION #34: Regarding PDU's: Which type of PDU is preferred? Basic, Metered or Switched PDU?

  ANSWER TO QUESTION #34: SBBC requires rack mountable Metered or Switched PDUs. Power strips cannot be considered as substitute to PDU.

- QUESTION #35: Installation may require a complete shutdown of the UPS and connected load. Is an after-hours installation preferred or can a shutdown occur during normal business hours 7:30-3:30 Monday through Friday?

  ANSWER TO QUESTION #35: After hours or with permission from the school or Site Administration at an agreed time.

- QUESTION #36: Is there any existing, depleted equipment the installing technicians should remove and dispose of as part of the UPS installation service? If so, please provide details (model number, serial number, equipment type, weight, battery info.)

  ANSWER TO QUESTION #36: Awardee must remove old equipment as new becomes available to replace. Awardee will work with site regarding storage location of old equipment and comply with SBBC standard installation/removing procedures, including completion of SBBC paperwork. No disposal services are required, as there is a separate disposal service that SBBC has a contract with.

- QUESTION #37: Please provide details regarding school board-provided device configuration listed in 8.5.42. Is there equipment, other than the UPS units, the installing technicians will be responsible for migrating?

  ANSWER TO QUESTION #37: 8.5.42 pertains to basic configuration of the UPS provided by SBBC network team. If new UPS deployment is performed as a replacement task, Awardee will ensure all equipment connected to the old UPS must be migrated to new UPS during installation process. Also, part of UPS installation is to connect UPS to SBBC network and add new UPS in SBBC central management platform (if such exists for the UPS model) and network monitoring systems.

- QUESTION #38: Regarding Monitoring & Dispatch: Would The School Board of Broward County like to have included, as part of the bid, a service beyond the scope of a standard factory or extended warranty which would provide faster response to UPS / battery alerts, streamline communication so that it is direct with the UPS manufacturer, cover parts and labor for five years total, offer analytics to lead to predictive maintenance rather than reactive alert response? If yes, where do we submit?

  ANSWER TO QUESTION #38: Proposer may submit any additional service or items as a separate line item in the area below row 19 on "Sec Orch - Erate Ineligible" tab, in the spreadsheet.

EXHIBIT 1

- **QUESTION #39:** Are proposers allowed to submit 2 different proposals?

  ANSWER TO QUESTION #39: Proposers may submit as many different proposals as they want. Just submit the proposals separately and clearly identified to avoid confusion.

- **QUESTION #40:** Would the district be open to network topology modifications within each closet type to maximize value, resiliency, and performance?

  ANSWER TO QUESTION #40: SBBC will accept equivalent bids and Proposers should use the "alternative equipment" spaces in the tab to propose. All solutions must meet same minimum requirements listed in this RFP.

- **QUESTION #41:** Regarding 4.2.4 FOR ALL GROUPS: Does this apply to only for those responding with equivalent?

  ANSWER TO QUESTION #41: All Proposers must provide a minimum of three (3) customer references.

- **QUESTION #42a:** Regarding 7.23 – "actively marketed product" – please expand. Can respondent propose product that currently is not announced?

  ANSWER TO QUESTION #42a: No

- **QUESTION #42b:** Or not available?

  ANSWER TO QUESTION #42b: No

- **QUESTION #42c:** Must the product be commercially available at the time of bid submittal?

  ANSWER TO QUESTION #42c: Yes

- **QUESTION #43:** Will the District accept Electronic Signatures for forms and notarization -?

  ANSWER TO QUESTION #43: Yes

- **QUESTION #44:** Regarding 8.3.5 – how does this differ from 8.3.2?

  ANSWER TO QUESTION #44: 8.3.5 DISCONTINUATION AND SUBSTITUTION FOR RFP ITEMS, 8.3.2 TECHNOLOGY OBSOLESCENCE is a more robust explanation of 8.3.5. See answer to question #10 above for additional information.

- **QUESTION #45:** Regarding 8.5.35 – Is the intent of the user experience sensor to provide analytics of users currently connected to WLAN such as how long DNS resolutions took, how long DHCP took, etc? Or is the intent to provide an out of band sensor that has the capability to connect to the WLAN network and provide real time feedback of what a client would be experiencing by authenticating to the network and accessing network services?

  ANSWER TO QUESTION #45: SBBC wants to provide analytics of users currently connected to WLAN

- **QUESTION #46:** Regarding 8.5.67 The UPS device must support SNMPv3, SSH and SSL communications protocols. Since this contract does not go into effect January 2021, will the District accept the feature being available Jan/2021 and only in testing phase now?

  ANSWER TO QUESTION #46: Requirements must be available now, when the RFP was released.

- **QUESTION #47:** Regarding 8.5.68 The UPS device must have the ability to utilize RADIUS method of login authentication. Since this contract does not go into effect January 2021, will the District accept the feature being available Jan/2021 and only in testing phase now?

  ANSWER TO QUESTION #47: Requirements must be available now, when the RFP was released.

- **QUESTION #48:** It has been a policy of Broward School District Procurement that if the RFP stated, "must have" or "must do" (etc.) and it was not provided, it would be grounds for disqualification. Is this still the case? Or has the District relaxed that definition?

EXHIBIT 1

ANSWER TO QUESTION #48: Please see section 4.2, which specifies the grounds which cause Procurement to disqualify a proposal. No, the District has not relaxed on any. For Example, item 4.2.10 states: At the time of bid opening, Proposer must have a valid and current Florida State Specialty Contractor (low-voltage) license.. So, Proposers who do not have this license will be disqualified (for Group 1).

- **QUESTION #49:** Is there a matrix for scoring for "Experience and Qualification" and for "Scope of Work"? or is this purely subjective award of points by the evaluator?

  ANSWER TO QUESTION #49: A rubric may be supplied to the evaluators, but the only scoring requirement that evaluators must adhere to is the maximum point possible, as defined within the RFP.

- **QUESTION #50:** Are the evaluators responsible for ensuring the bids meet the technical requirements?

  ANSWER TO QUESTION #50: Yes, as stated in RFP Section 5.2, step 3.

- **QUESTION #51:** UPS section – Limited Lifetime that is for the UPS and NOT the battery-Correct? Battery is a consumable in UPS

  ANSWER TO QUESTION #51: See RFP Section 8.5.60 which addresses the UPS battery.

- **QUESTION #52:** Will SBC accept extended warranty to support the 5 yr Limited HW Warranty on UPS Batteries?

  ANSWER TO QUESTION #52: Yes, Proposer must validate the standard manufacturer warranty is 3 years and utilize the E-rate Ineligible section of the Excel spreadsheet.

- **QUESTION #53:** What manufacturer of UPS units were the specs based off of?

  ANSWER TO QUESTION #53: They are general UPS requirements from SBBC, not specific to any manufacturer.

- **QUESTION #54:** The UPS specs do not look like Liebert, please confirm.

  ANSWER TO QUESTION #54: Provider UPS specification requirements are based not on a specific manufacturer specification, but on common parameters for all UPS industry leaders. Values for technical parameters selected based on consideration that network equipment expands and is sensitive electronic equipment which requires appropriate power protection levels. Many UPS industry leaders have products which will meet the specification requirements.

- **QUESTION #55:** Does SBBC plan to procure Network Security Automation, Orchestration solution (Sec Orch Tab) in single purchase in a way it is listed in cell B10 based on Bill of Material listed below row 19? Or does SBBC planning to procure some separate components of Network Security Automation, Orchestration solution before other components?

  ANSWER TO QUESTION #55: SBBC is planning to procure Network Security Automation, Orchestration solution in different phase depending on the financial position of SBBC and if the components in the sections can be deployed to function in a phased approach, independently from each other. The first phase will include components of Network Security Automation, Orchestration solution which are required for deployment of the (with and without auto provisioning), management and maintenance for wired and wireless network equipment. Second phase will include remaining components of Network Security Automation, Orchestration solution which are required to build a solution based on minimum requirements listed in this RFP.

- **QUESTION #56:** In the XLS spreadsheet Sec-Orch tab on cell "B11" listed "One (1) Full Time Staff Augmentation Resource". Can you clarify in which tab we should list price for this item because installation terminology does not apply on this item?

  ANSWER TO QUESTION #56: Since installation does not apply on this item please list same price in both columns G and H.

- **QUESTION #57:** Please provide clarity on how important it is to add detailed Bill of Material in sections of XLS tabs dedicated for detailed information on bundle components. For ex. on the spreadsheet tab Sec-Orch area below row 19.

  ANSWER TO QUESTION 57: Since many of the items listed in the price section are bundles, it is important for responders to list bundle components in these sections. This will give SBBC evaluation team a good understanding to properly evaluate the suggested solution. The Committee will review and discuss all technical components of provided solution and score solutions based on understanding how suggested solution meets SBBC technical needs, in-house expertise and ability to effectively support the SBBC network environment. The Committee will prioritize responses which

EXHIBIT 1

provide detailed technical language in a clear manner, explaining all technical aspects of the suggested solution. The Proposer missing any technical information on the solution components, will lead the Committee to not be able to clearly understand the technical solution.

- **QUESTION #58:** On the tab "Sec Orch – Erate Ineligible" below row 19; according to the section title, is intended for the bundle components list. Also, this section lists other items such as: Wireless User Experience device – can you provide a clarity on this area and which items need to be listed in this area?

  ANSWER TO QUESTION #58: Since many of the items listed in the price section are bundles, it is important for Proposers to list bundle components in this section. This information will give the SBBC evaluation Committee information to help understand and evaluate suggested solution. Information in this section is also for "informational purposes only". Spreadsheet Tab "Sec Orch – Erate Ineligible" is intended for information on Network Security Automation, Orchestration Solution and also for information on all other Erate Ineligible items such as redundant power supplies, redundant management modules, etc … SBBC didn't create separate area on this tab for other erate ineligible items.

- **QUESTION #59:** On spreadsheet tabs Type 1 to Type 20, UPS devices listed with specific parameters for load, such as "1080-Watt 80% load". Are such parameters mandatory or provided as part of Sample Design?

  ANSWER TO QUESTION #59: The item descriptions and parameters are part of a "Sample Design – only", and parameters are listed in the minimum section requirements as mandatory to meet. Column notes can be used to provide comments on differences in values, as well as specific models with different descriptions. If UPS model is completely different such as model 2500 VA vs 2200 VA, please use Alternative Equipment fields to specify model and UPS information.

  For example –UPS devices of same model categories may have minor differences in maximum load value, so if equipment that this UPS is intended to support is less than 80% from that value of UPS, it will be an acceptable solution in this example.

- **QUESTION #60:** Will the district supplement the evaluation team's review the technical specifications?

  ANSWER TO QUESTION #60: The District is considering adding a technical consultant to provide a review/analysis of the technical responses, as is done with some other RFPs which have highly technical specifications. The consultant would provide an unbiased, factual review of technical response.

EXHIBIT 1

SECTION 10 – FORMS AND ATTACHMENTS

Please fill out attachments below and submit with your proposal. Some attachments must be notarized.

EXHIBIT 1

ATTACHMENT A – S/M/WBE FORMS

The following forms are due at the time of Bid submittal.
(forms referenced below can be obtained on our website at: https://www.browardschools.com/Page/32118)

1. FORM 00470 - Statement of Intent (To Perform as an S/M/WBE Subcontractor) (Form preview follows)

Document Number 00470
Attachment _____

Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

SOLICITATION #:

CONTRACT #:

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity

2. FORM 00475 - Small/Minority/Women-Owned Business Enterprise Subcontractor Participation Schedule (Form preview follows)

Document Number 00475
Attachment _____

Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

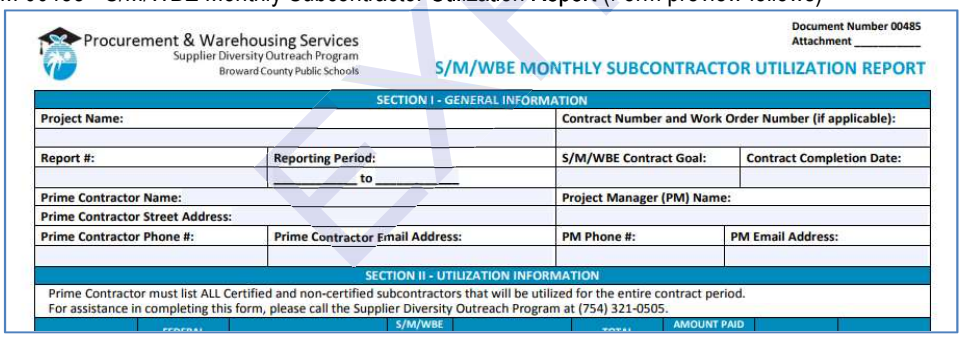
SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

DATE

SOLICITATION INFORMATION			
Contract #:		Project Start Date:	
Project Name:			
Project Location:			
Bidder/Proposer:			

The following form is due (if applicable) <u>after</u> Bid has been awarded:

1. FORM 00485 - S/M/WBE Monthly Subcontractor Utilization Report (Form preview follows)



Document Number 00485
Attachment _____

Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT

SECTION I - GENERAL INFORMATION			
Project Name:		Contract Number and Work Order Number (if applicable):	
Report #:	Reporting Period: _____ to _____	S/M/WBE Contract Goal:	Contract Completion Date:
Prime Contractor Name:		Project Manager (PM) Name:	
Prime Contractor Street Address:			
Prime Contractor Phone #:	Prime Contractor Email Address:	PM Phone #:	PM Email Address:

SECTION II - UTILIZATION INFORMATION
Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.

	FEDERAL		S/M/WBE		TOTAL	AMOUNT PAID	

EXHIBIT A

- SBBC Supplier Diversity Outreach Policy 3330 can be seen at website URL: https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/Policy_3330_Final_Adoption.pdf
- SDOP website with list of Certified S/M/WBE Vendors: browardschools.com/sdop

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL PROPOSERS

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

Company Name

Name of Official

Business Address

City, State, Zip Code

EXHIBIT 1

ATTACHMENT C – FLORIDA BIDDER'S PREFERENCE

MUST BE COMPLETED BY ALL BIDDERS

LEGAL OPINION OF BIDDER'S PREFERENCE

Proposer (Firm) Name: _____

Identify the state in which the Bidder has its principal place of business: _____

Authorized Signature: _____

INSTRUCTIONS: If your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with bid, shall be considered to be non-responsive and bid rejected.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

_____

_____

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address out-of-state Bidder's attorney: _____

Telephone number out-of-state Bidder's attorney: _____

E-Mail address out-of-state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

EXHIBIT 1

ATTACHMENT D – DEBARMENT

MUST BE COMPLETED BY ALL PROPOSERS

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: **http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT 1

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Signature(s) Date

INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT D

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, must the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT 1

ATTACHMENT E – GROUP 1 CUSTOMER REFERENCES

MUST BE COMPLETED BY ALL GROUP 1 STRUCTURED CABLING PROPOSERS

Proposer (Firm) Name: _____

Provide references below as required in Section 4.2.3

CUSTOMER REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 5			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

EXHIBIT 1

ATTACHMENT E – GROUP 2 CUSTOMER REFERENCES

MUST BE COMPLETED BY ALL GROUP 2 ENTERPRISE NETWORK PROPOSERS

Proposer (Firm) Name: _____

Provide references below as required in Section 4.2.3

CUSTOMER REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 5			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

EXHIBIT 1

ATTACHMENT F – SUPPLIER REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Proposer (Firm) Name: _____

Provide references below as required in Section 4.2.4

SUPPLIER REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 5			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

EXHIBIT 1

ATTACHMENT G – EXCEL SPREADHSEETS

SPREADSHEET: Proposer **must** fill out the Excel attachments electronically. No handwritten summary sheets will be accepted. Complete the Excel files and submit in .xls type format with your proposal response on the flash drive.

This RFP contains two (2) groups. Each group has an accompanying Excel Spreadsheet available for download via DemandStar or the E-rate Productivity Center (EPC). Each spreadsheet contains multiple tabs. Carefully review each tab to ensure all required content is populated.

Proposers must submit pricing for all items requested. Failure to include a price offer for each and every item included on the pricing sheet will be construed by SBBC to indicate that the Proposer is unable to provide that item (with the exception as those identified as "for information purposes only"). Additionally, the omission of a price offer for any item listed on the pricing sheet will eliminate the possibility of scoring this Section equitably among multiple Proposers. For these two reasons, any proposal that does not contain a price offer for each line item listed, will result in a rejection of the entire proposal by SBBC as being incomplete and non-responsive. Cells marked "For Information Purposes Only" are not used for scoring purposes.

The quantities listed on the Excel pricing sheets are estimated quantities to be ordered throughout the contract period and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the estimates and shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period and as few as one item each may be ordered at one time.

NOTE: Carefully review each tab to ensure all applicable spaces are completed. The following is a list of all tabs along with screenshots.

Pricing shall include both installed and non-installed options as indicated on the Excel pricing file.

Group 1 Excel Spreadsheet contains 5 tabs:

GROUP 1 Excel Document Tab 1: Company Representative (screenshot of tab follows)

GROUP 1 Excel Document Tab 2: SOW Response (screenshot of tab follows)

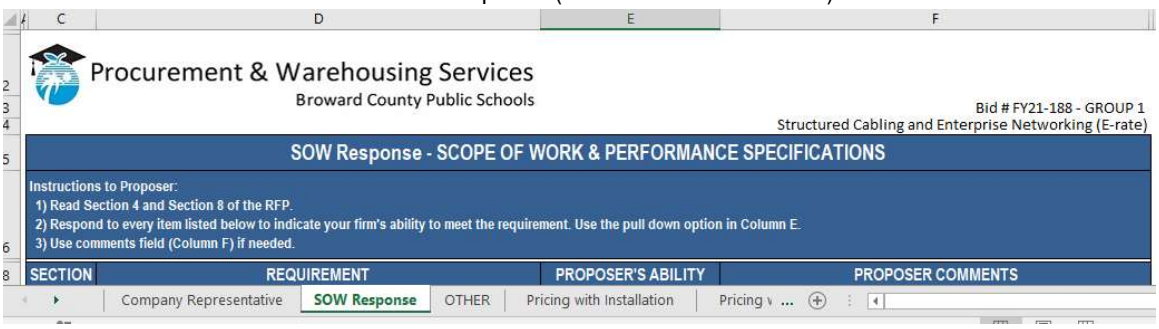
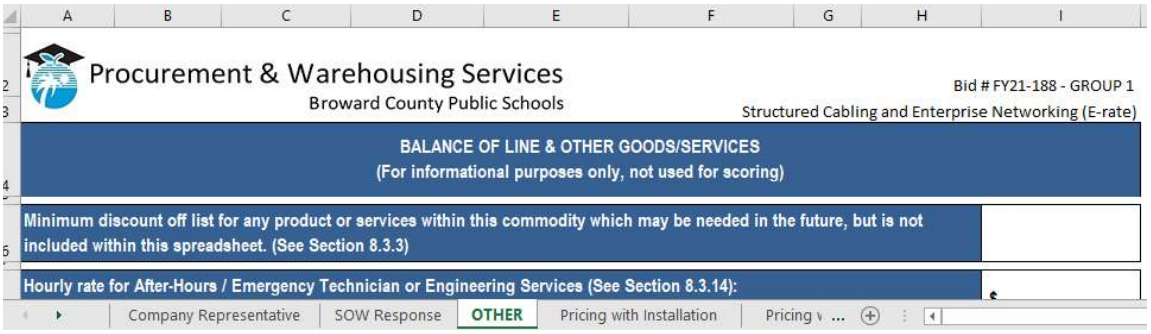
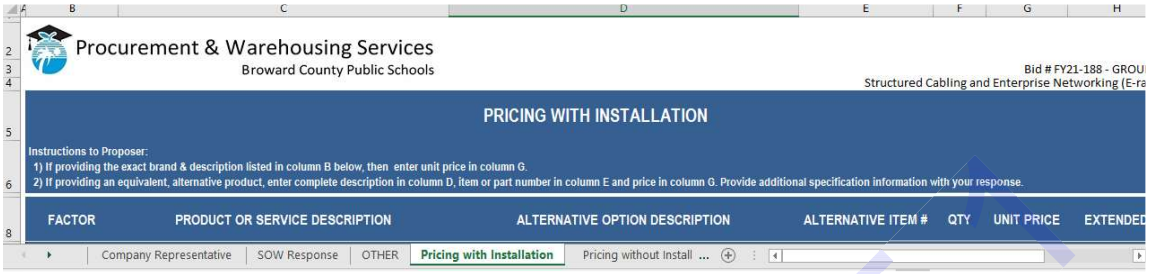


EXHIBIT 1

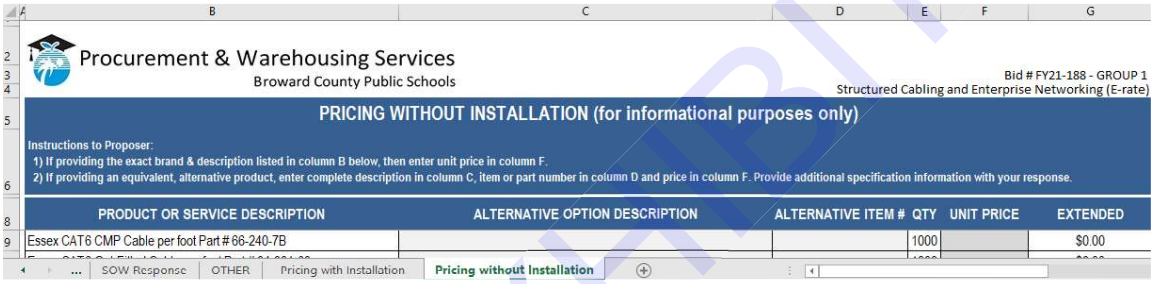
GROUP 1 Excel Document Tab 3: OTHER (screenshot of tab follows)



GROUP 1 Excel Document Tab 4: Pricing with Installation (screenshot of tab follows)

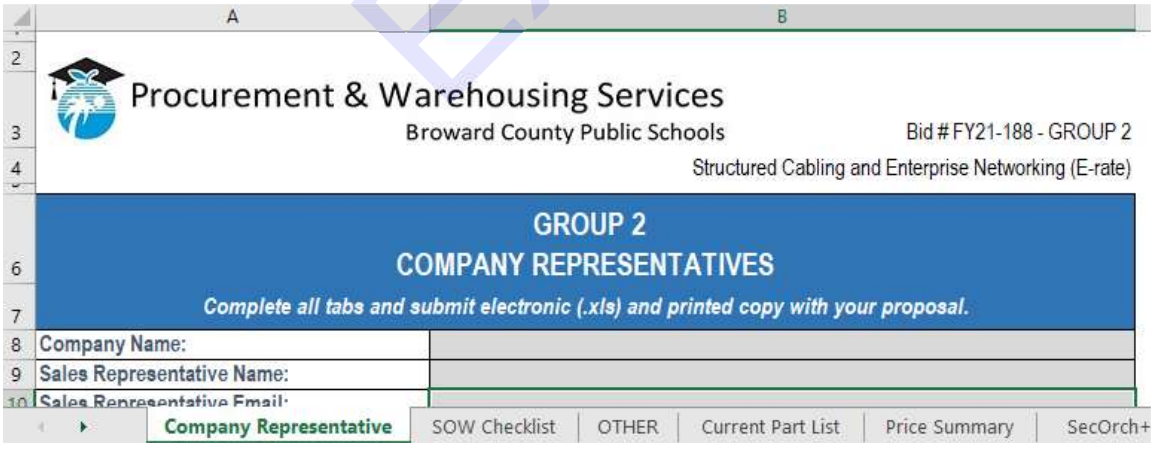


GROUP 1 Excel Document Tab 5: Pricing without Installation (screenshot of tab follows)



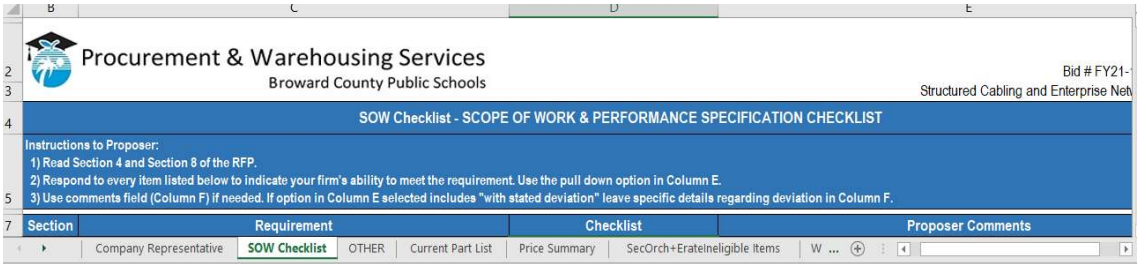
Group 2 Excel Spreadsheet contains 27 tabs:

GROUP 2 Excel Document Tab 1: Company Representative (screenshot of tab follows)

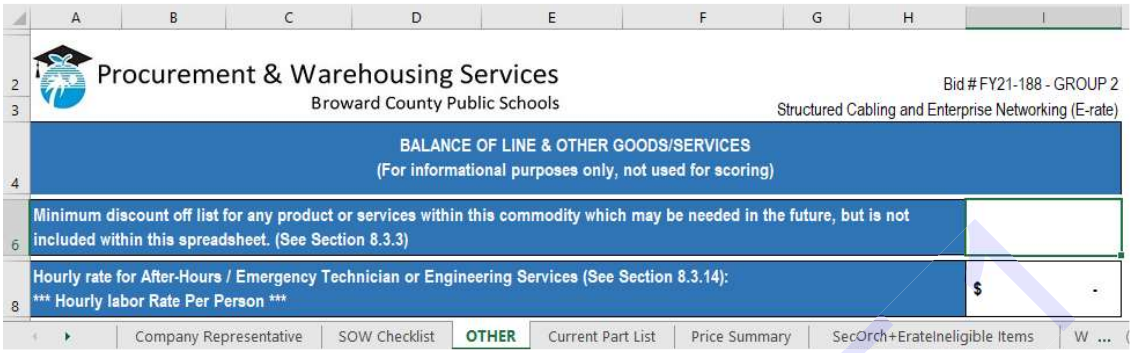


[THIS SPACE INTENTIONALLY BLANK SCREENSHOTS CONTINUE ON NEXT PAGE]

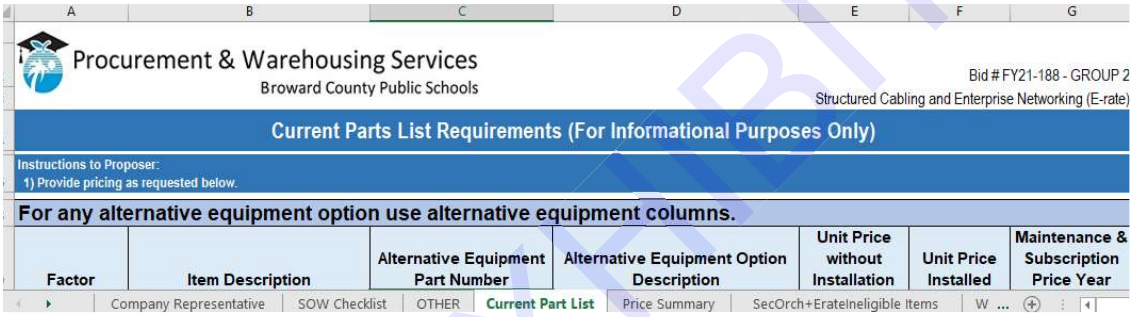
GROUP 2 Excel Document Tab 2: SOW Checklist (screenshot of tab follows)



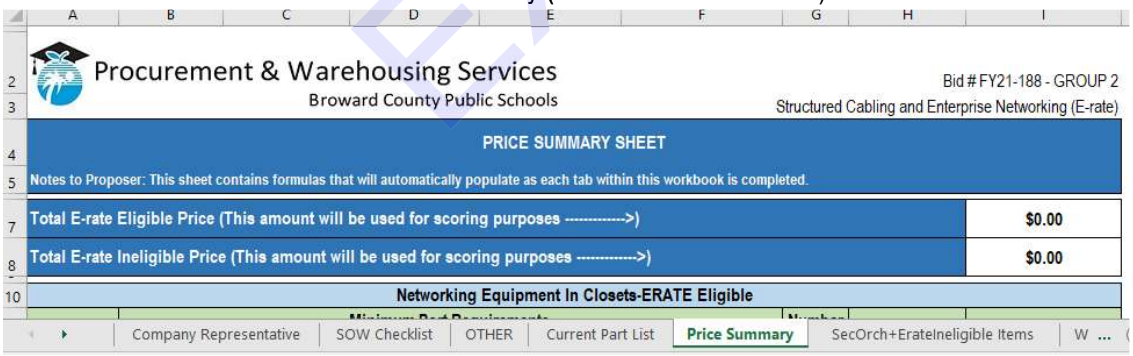
GROUP 2 Excel Document Tab 3: OTHER (screenshot of tab follows)



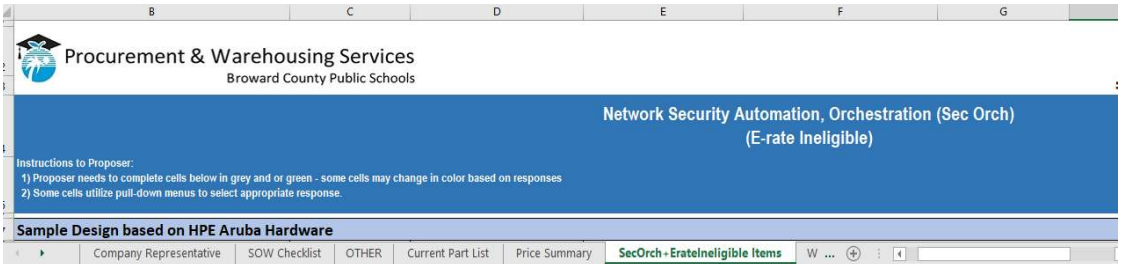
GROUP 2 Excel Document Tab 4: Current Part List (screenshot of tab follows)



GROUP 2 Excel Document Tab 5: Price Summary (screenshot of tab follows)

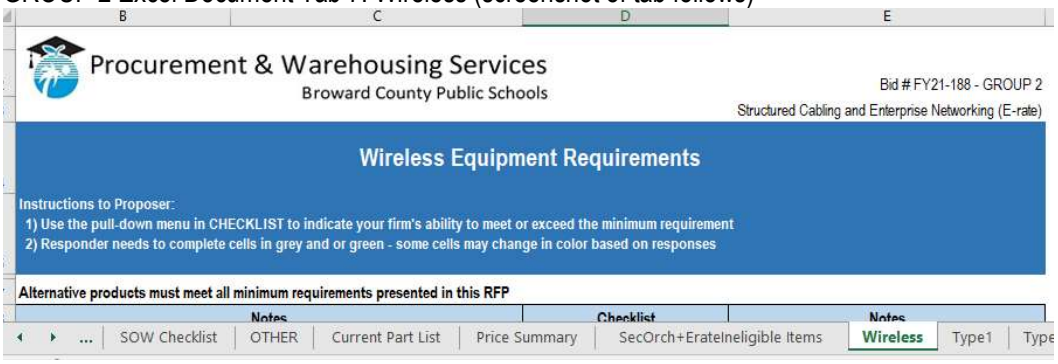


GROUP 2 Excel Document Tab 6: Network Security Automation, Orchestration (screenshot of tab follows)

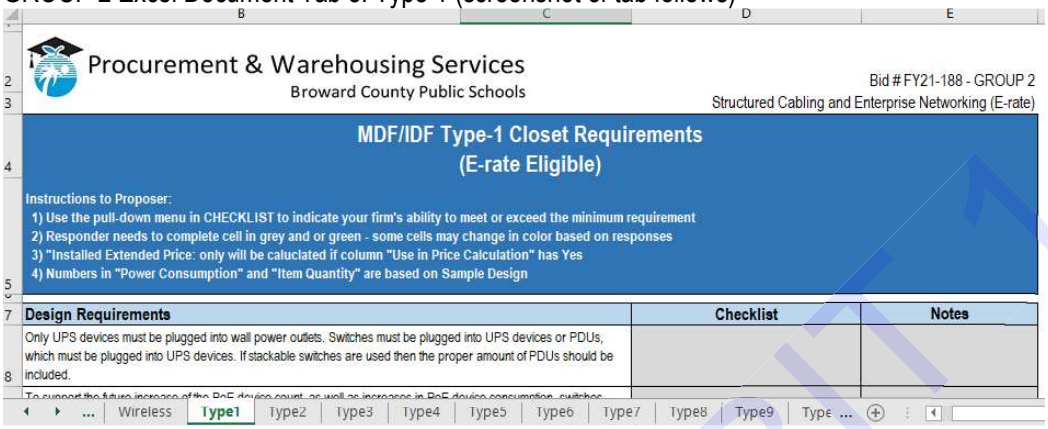


EXHIBIT

GROUP 2 Excel Document Tab 7: Wireless (screenshot of tab follows)



GROUP 2 Excel Document Tab 8: Type 1 (screenshot of tab follows)



GROUP 2 Excel Document Tab 9: Type 2 (screenshot of tab follows)

GROUP 2 Excel Document Tab 10: Type 3 (screenshot of tab follows)

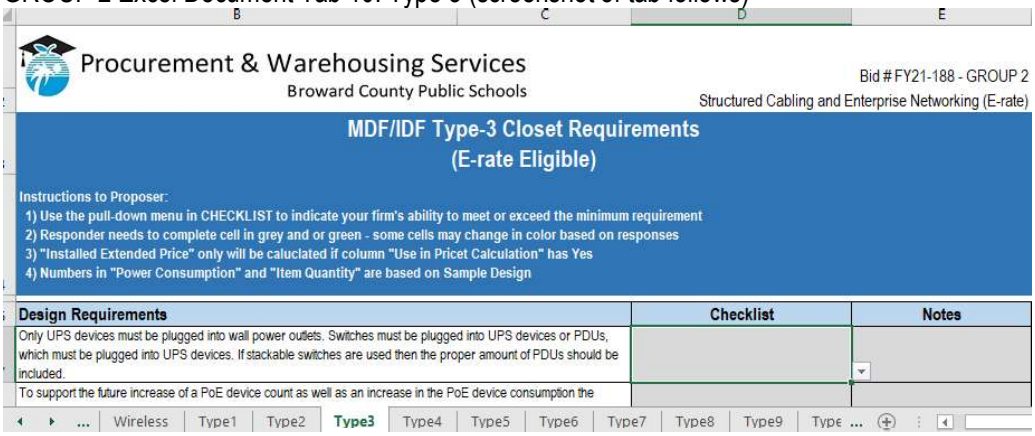
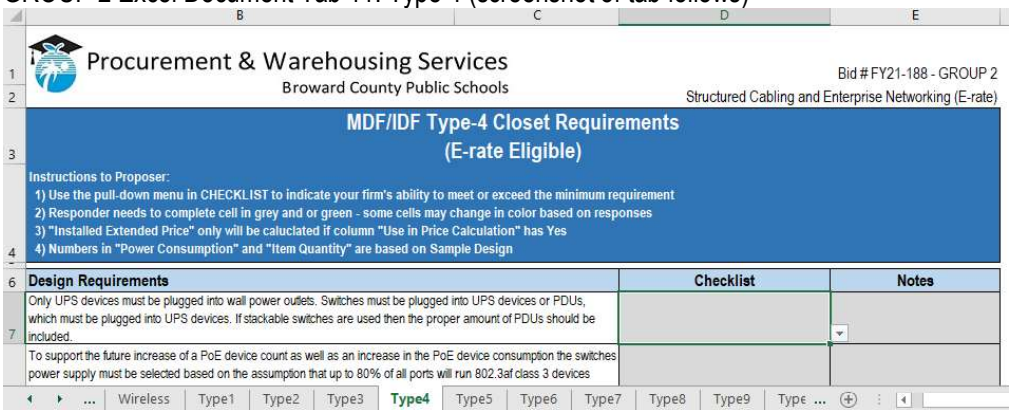


EXHIBIT 1

GROUP 2 Excel Document Tab 11: Type 4 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

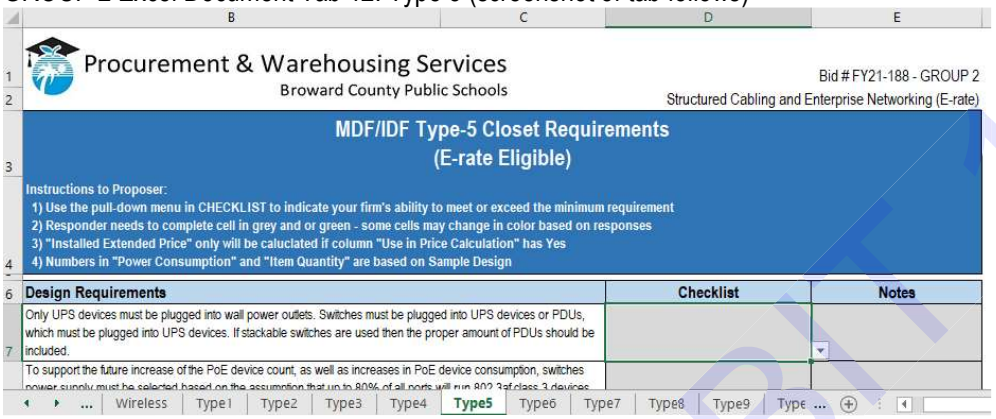
MDF/IDF Type-4 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of a PoE device count as well as an increase in the PoE device consumption the switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Wireless | Type1 | Type2 | Type3 | **Type4** | Type5 | Type6 | Type7 | Type8 | Type9 | Type

GROUP 2 Excel Document Tab 12: Type 5 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

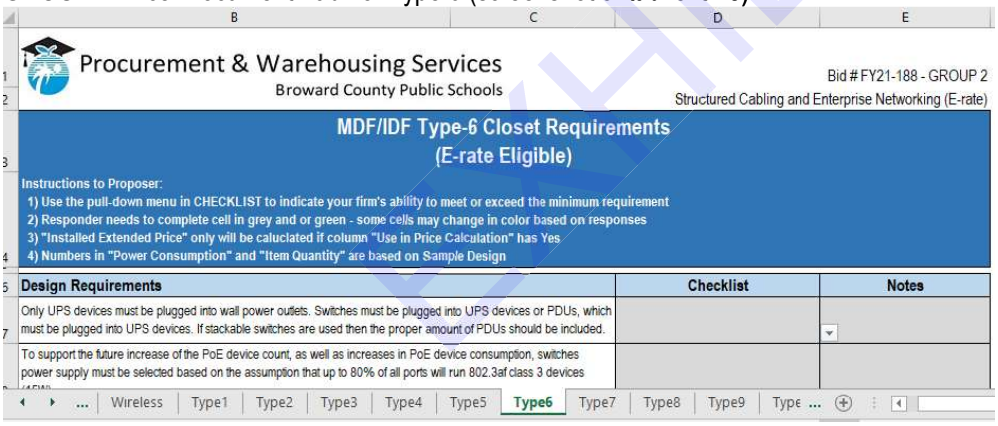
MDF/IDF Type-5 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Wireless | Type1 | Type2 | Type3 | Type4 | **Type5** | Type6 | Type7 | Type8 | Type9 | Type

GROUP 2 Excel Document Tab 13: Type 6 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

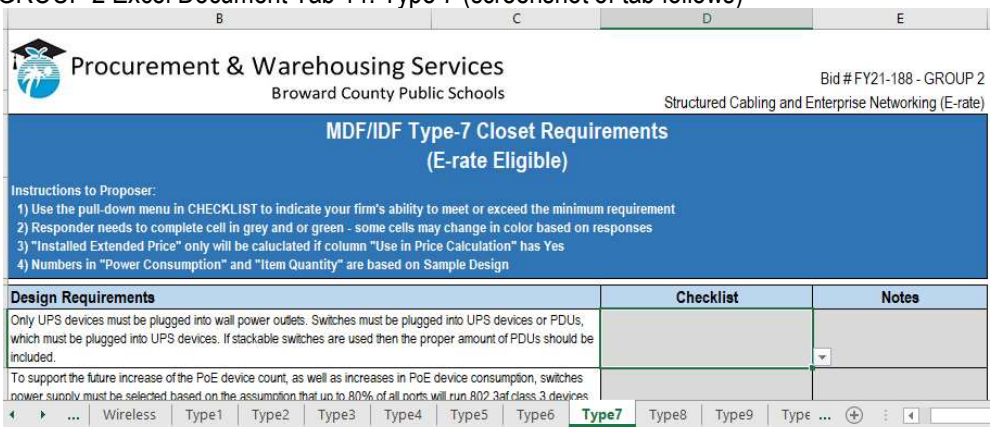
MDF/IDF Type-6 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Wireless | Type1 | Type2 | Type3 | Type4 | Type5 | **Type6** | Type7 | Type8 | Type9 | Type

GROUP 2 Excel Document Tab 14: Type 7 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-7 Closet Requirements (E-rate Eligible)

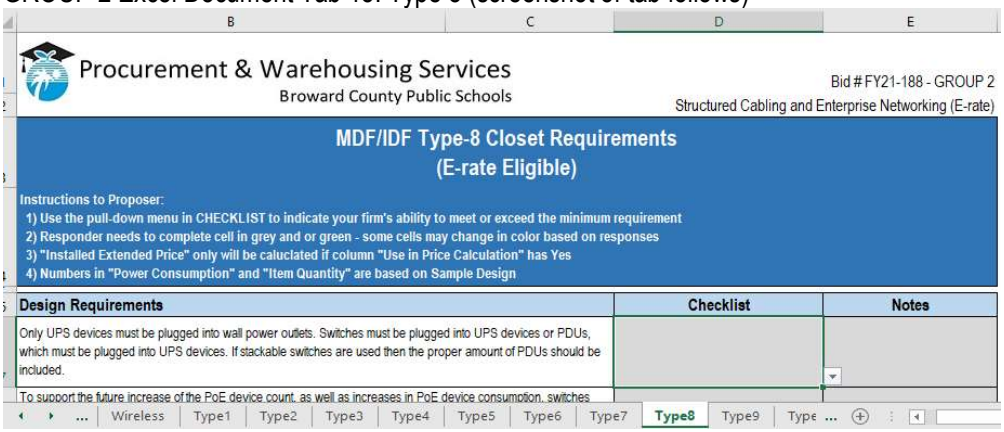
Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Wireless | Type1 | Type2 | Type3 | Type4 | Type5 | Type6 | **Type7** | Type8 | Type9 | Type

EXHIBIT 1

GROUP 2 Excel Document Tab 15: Type 8 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

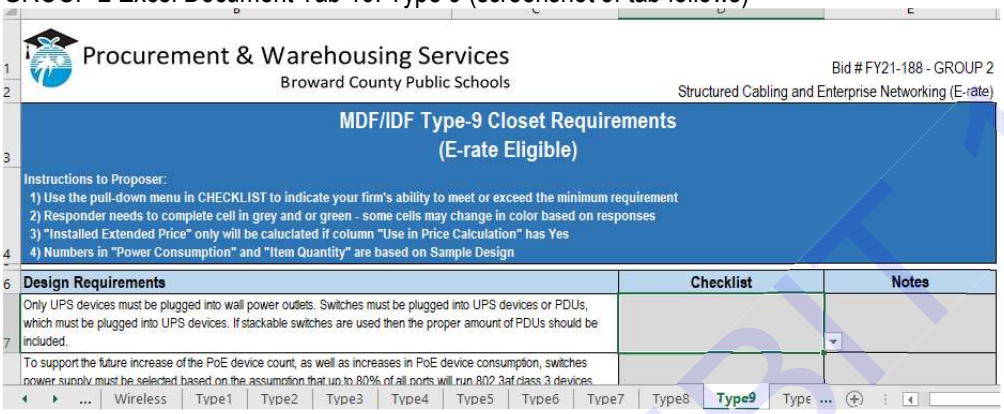
MDF/IDF Type-8 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches		

Wireless | Type1 | Type2 | Type3 | Type4 | Type5 | Type6 | Type7 | **Type8** | Type9 | Type ...

GROUP 2 Excel Document Tab 16: Type 9 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-9 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Wireless | Type1 | Type2 | Type3 | Type4 | Type5 | Type6 | Type7 | Type8 | **Type9** | Type ...

GROUP 2 Excel Document Tab 17: Type 10 (screenshot of tab follows)

Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

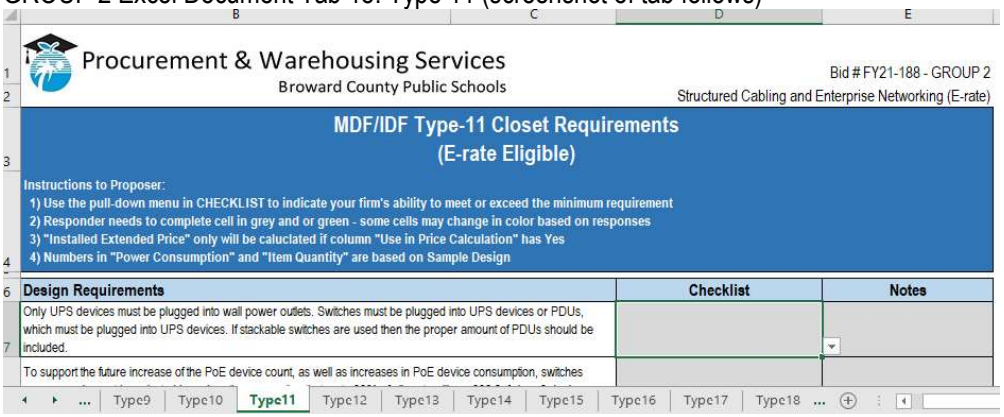
MDF/IDF Type-10 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		

Type9 | **Type10** | Type11 | Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | Type18 ...

GROUP 2 Excel Document Tab 18: Type 11 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-11 Closet Requirements
(E-rate Eligible)

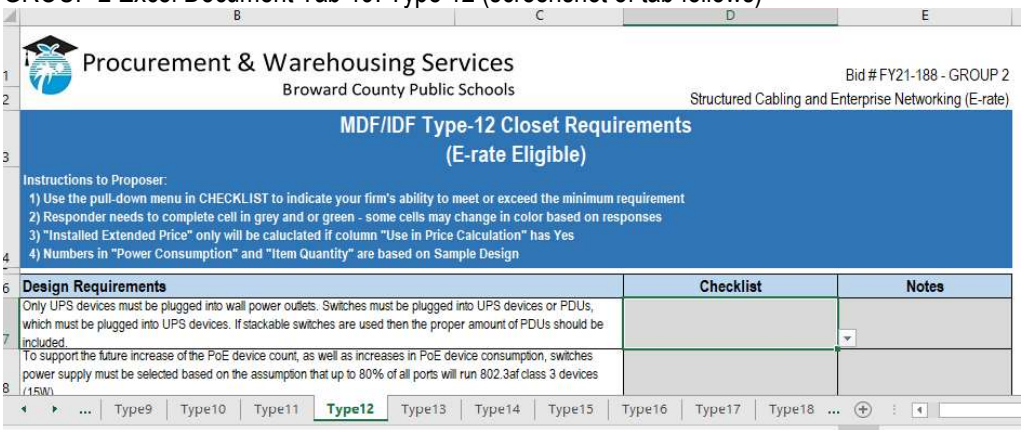
Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches		

Type9 | Type10 | **Type11** | Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | Type18 ...

EXHIBIT 1

GROUP 2 Excel Document Tab 19: Type 12 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

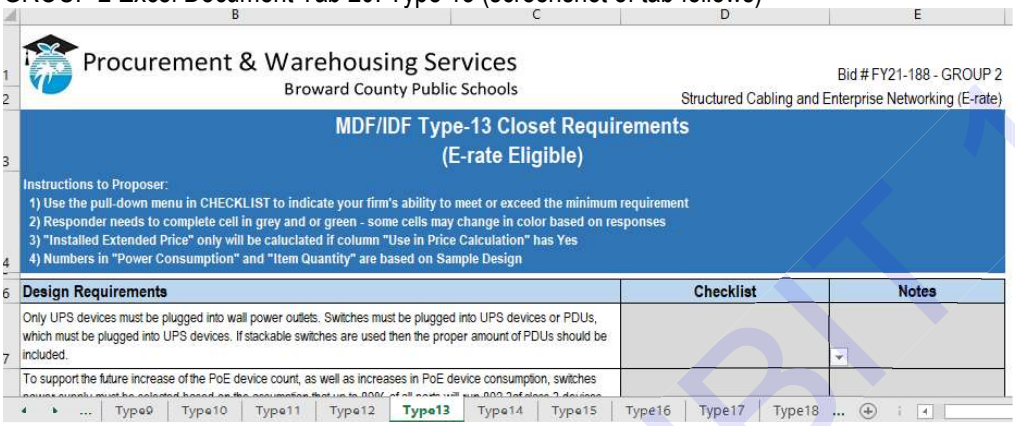
MDF/IDF Type-12 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices (15W)		

... Type9 | Type10 | Type11 | **Type12** | Type13 | Type14 | Type15 | Type16 | Type17 | Type18 ...

GROUP 2 Excel Document Tab 20: Type 13 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

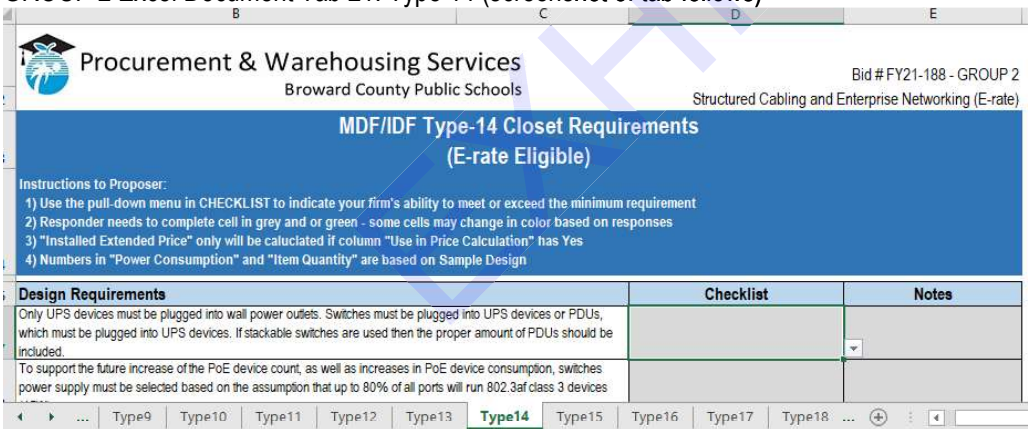
MDF/IDF Type-13 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches		

... Type9 | Type10 | Type11 | Type12 | **Type13** | Type14 | Type15 | Type16 | Type17 | Type18 ...

GROUP 2 Excel Document Tab 21: Type 14 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

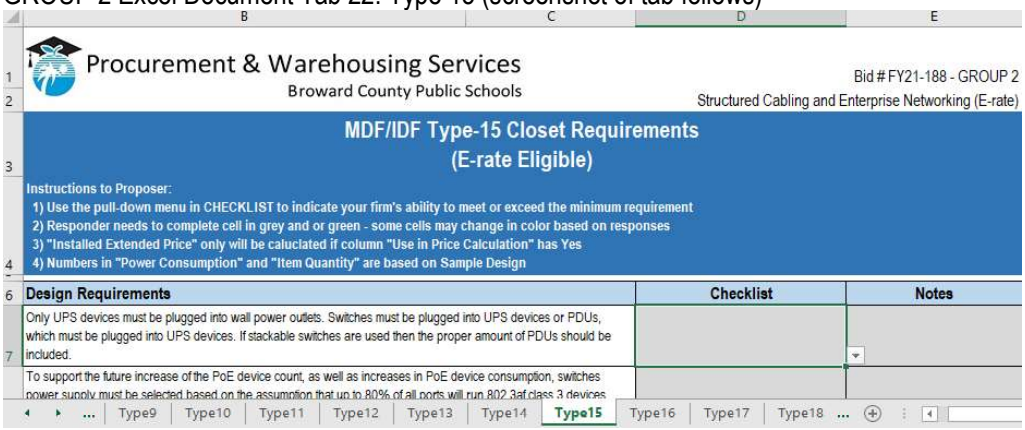
MDF/IDF Type-14 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

... Type9 | Type10 | Type11 | Type12 | Type13 | **Type14** | Type15 | Type16 | Type17 | Type18 ...

GROUP 2 Excel Document Tab 22: Type 15 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-15 Closet Requirements (E-rate Eligible)

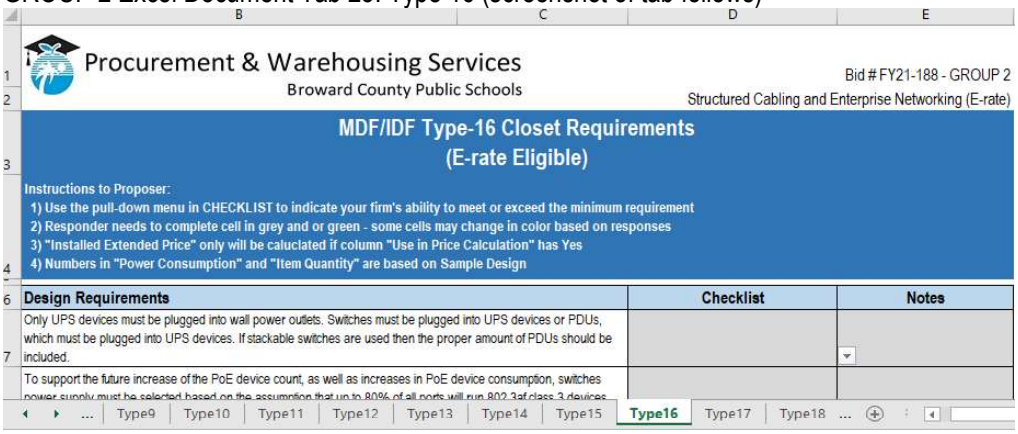
Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

... Type9 | Type10 | Type11 | Type12 | Type13 | Type14 | **Type15** | Type16 | Type17 | Type18 ...

EXHIBIT 1

GROUP 2 Excel Document Tab 23: Type 16 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-16 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
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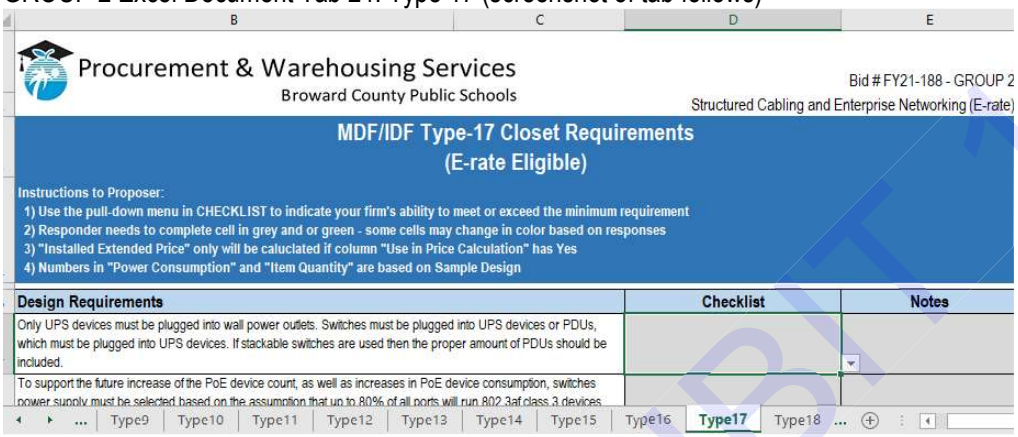
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type9 | Type10 | Type11 | Type12 | Type13 | Type14 | Type15 | **Type16** | Type17 | Type18

GROUP 2 Excel Document Tab 24: Type 17 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

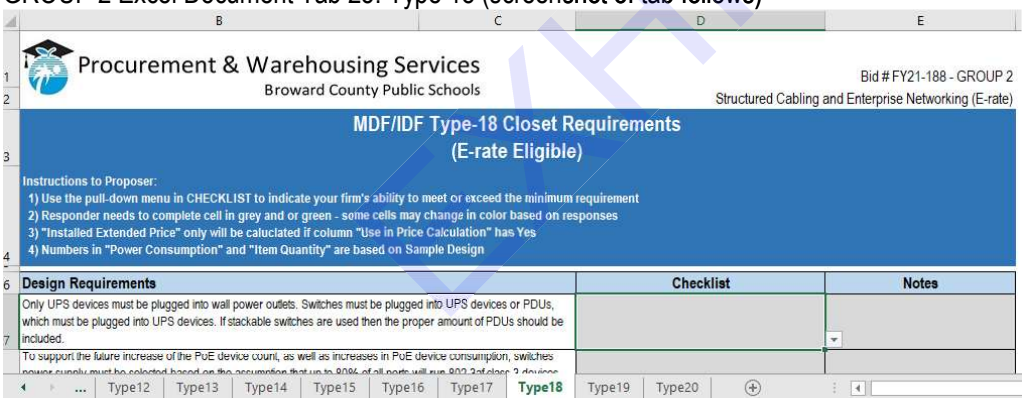
MDF/IDF Type-17 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type9 | Type10 | Type11 | Type12 | Type13 | Type14 | Type15 | Type16 | **Type17** | Type18

GROUP 2 Excel Document Tab 25: Type 18 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-18 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
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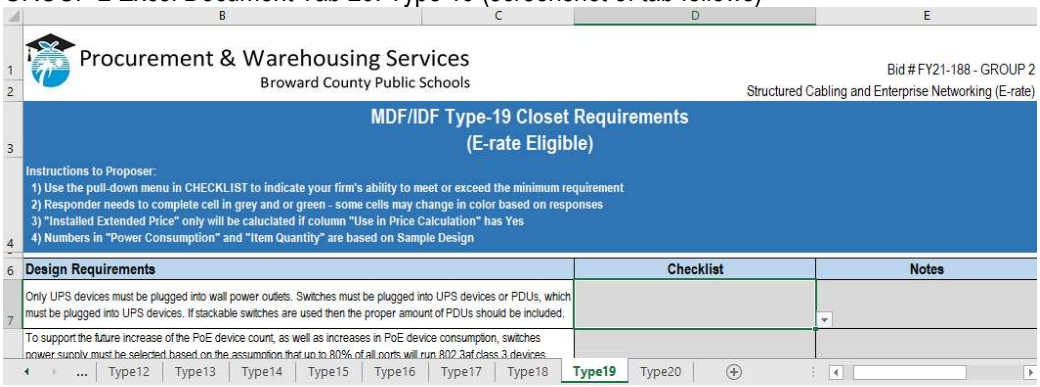
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | **Type18** | Type19 | Type20

GROUP 2 Excel Document Tab 26: Type 19 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

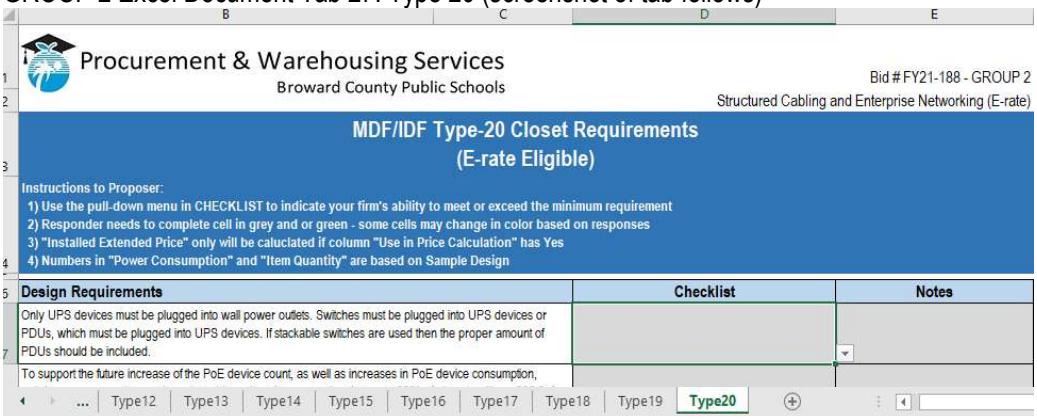
MDF/IDF Type-19 Closet Requirements (E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption, switches power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices		

Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | Type18 | **Type19** | Type20

GROUP 2 Excel Document Tab 27: Type 20 (screenshot of tab follows)



Procurement & Warehousing Services
Broward County Public Schools

Bid # FY21-188 - GROUP 2
Structured Cabling and Enterprise Networking (E-rate)

MDF/IDF Type-20 Closet Requirements
(E-rate Eligible)

Instructions to Proposer:
1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement
2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses
3) "Installed Extended Price" only will be caluclated if column "Use in Price Calculation" has Yes
4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design

Design Requirements	Checklist	Notes
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.		
To support the future increase of the PoE device count, as well as increases in PoE device consumption,		

... | Type12 | Type13 | Type14 | Type15 | Type16 | Type17 | Type18 | Type19 | Type20

EXHIBIT 1

[THIS SPACE INTENTIONALLY BLANK]

ATTACHMENT H – W-9 FORM

Please retrieve the latest version of the W-9 form from the IRS website listed below:

https://www.irs.gov/pub/irs-pdf/fw9.pdf

This form can be filled out online and printed for signature. Only page one (1) needs to be returned.

EXHIBIT 1

ATTACHMENT I – DRUG FREE WORK PLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is at:

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1) above.

4. In the statement specified in subsection (1) above, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known ☐

or

Produced Identification ☐

_____
(Type of Identification)

Notary Public State of: _____

My commission expires: _____

_____
(Printed, typed, or stamped commissioned name of notary public)

_____
(Notary Public Signature)

EXHIBIT 1

ATTACHMENT J – SBBC SAMPLE AGREEMENT

SBBC SAMPLE AGREEMENT – CLICK HERE

See Section 5.5 for more information.

You may also copy the link below to the Sample Agreement and insert it into your browser window:
https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/PWS_SampleAgreement_201712.pdf

FOR GROUP 1 (STRUCTURED CABLING): The following additional provision shall be added to Section 2 of the Agreement resulting from this RFP because the Awardee will need access to site maps:

In order to conduct the scope of work covered by the VENDOR's Agreement, the VENDOR has requested access to various SBBC documents ("SBBC Records") including, without limitation, certain documents that contain information relating to the security systems for property owned or leased by SBBC or that depict the internal layout and structural elements of SBBC-owned or leased buildings. All of VENDOR's records and notes regarding the work performed under the VENDOR's Agreement shall be referred to herein as "VENDOR's Documents."

The VENDOR hereby acknowledges that the SBBC Records and VENDOR's Documents are public records. Pursuant to Section 119.0701, Florida Statutes, VENDOR shall keep and maintain all public records required to perform the services required under this Agreement. The VENDOR acknowledges that VENDOR shall not release any SBBC Records or any VENDOR's Documents to anyone other than SBBC's Superintendent of Schools or to the designee of said Superintendent.

The VENDOR hereby acknowledges that some or all of SBBC Records and of VENDOR's Documents are confidential and exempt from public inspection under state law and VENDOR acknowledges VENDOR's duty and obligation to preserve the confidential and exempt nature of such materials. Specifically, Section 119.071(3)(b)1, Florida Statutes, states in pertinent part as follows: "Building plans, blueprints, schematic drawings, and diagrams... which depict the internal layout and structural elements of a building... or other structure owned or operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution [the provisions commonly referred to as the public records laws]." In addition, Section 281.301(1), Florida Statutes, states in pertinent part as follows: "Information relating to the security systems for any property owned by or leased to the state or any of its political subdivisions... including all records, information,... schematic diagrams... are confidential and exempt from ss. 119.07(1) and 286.011 and other laws and rules requiring public access or disclosure."

VENDOR shall immediately notify SBBC's custodian of public records of any request received by VENDOR from any third person for the inspection or copying of public records. The VENDOR shall not directly deliver any public records to any third person, but rather shall immediately provide SBBC's custodian of public records with copies of any public records that have been requested by any third party. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the VENDOR's Agreement's term and following completion of the VENDOR's Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the VENDOR's Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR required to perform the services under the VENDOR's Agreement. Upon VENDOR's transfer to SBBC of all public records upon completion of the services required under the Consultant's Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains any public records upon completion of the VENDOR's Agreement with SBBC, VENDOR shall meet all applicable requirements for retaining public records and preserving any applicable confidentiality or exemptions. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, THE VENDOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

The VENDOR agrees to comply with the foregoing requirements governing the custody of and access to public records and to confidential and exempt information under applicable law.

DRAFT

ATTACHMENT K – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

_____ (Vendor Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this agreement.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers' Compensation coverage.

EXHIBIT A

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

ATTACHMENT L – ~~SURETY BOND~~ *(Not Applicable to this RFP)*

~~KNOW ALL MEN BY THESE PRESENTS,~~

~~That we, _____, as Principal, and _____as Surety, are held and firmly bound unto The School Board of Broward County, FL, as Obligee, in the sum of _____ ($_____) Dollars lawful money of the United States, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.~~

~~The purpose of this bond is to cover deposits, received by the Principal, as more fully described in **RFP FY21-188**~~

~~Now, therefore, if the Principals, their executors, administrators, successors and assigns, shall well and truly deliver the goods desired, as more fully described in **RFP FY21-188** then this obligation shall be void, otherwise it shall remain in full force and effect.~~

~~Provided, however, that this bond is executed by the Surety upon the following express conditions and limitations:~~

~~1. That this bond shall be for one (1) year term beginning the _____ day of _____, 20___ and ending on the _____ day of _____, 20___, and it may be continued for additional one (1) year term by Certificate executed by the Surety hereon;~~

~~2. Regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of the bond;~~

~~3. That if the Surety or Obligee shall so elect, this bond may be canceled and discontinued by giving 45 days written notice served upon the other, and this bond shall be deemed canceled at the expiration of 45 days, the Surety remaining liable for all or any acts covered by this bond which may have been committed by the Principals up to the date of cancellation, under the terms, conditions, and provisions of this bond.~~

~~_____ _____~~
~~WITNESS PRINCIPAL~~

~~_____ _____~~
~~WITNESS INSURANCE COMPANY~~

~~BY: _____~~
~~ATTORNEY-IN-FACT~~

EXHIBIT 1

ATTACHMENT M – MAILING LABEL

Please print the mailing label below and affix to your bid package to ease identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.

FROM: _____
(Proposer Firm Name)

TO:

The School Board of Broward County, Florida
Procurement and Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: **Harmoni Clealand**
BID: FY21-188 (Structured Cabling & Enterprise Networking)

EXHIBIT 1

ATTACHMENT N – NO BID

STATEMENT OF "NO RESPONSE"

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of "No Response" Sheet and return, prior to the RFP Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information will help SBBC in the preparation of future RFPs.

BID: FY21-188 - Structured Cabling & Enterprise Networking (E-rate)

Company Name: _____

Contact: _____

Address: _____

_____

Telephone: _____

E-mail: _____

✓	Reasons for "No Response":
☐	Unable to comply with product or service specifications.
☐	Unable to comply with scope of work.
☐	Unable to quote on all items in the group.
☐	Insufficient time to respond to the Request for Proposal.
☐	Unable to hold prices firm through the term of the contract period.
☐	Our schedule would not permit us to perform.
☐	Unable to meet delivery requirements.
☐	Unable to meet bond requirements.
☐	Unable to meet insurance requirements.
☐	Other (Specify below)

Comments:

_____

_____

_____

_____

Signature: _____ Date: _____

END OF RFP

EXHIBIT 1

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936
PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

The School Board of Broward County, Florida

Donna P. Korn, Chair
Dr. Rosalind Osgood, Vice Chair

Lori Alhadeff
Robin Bartleman
Patricia Good
Heather P. Brinkworth
Laurie Rich Levinson
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

10/06/20201

ADDENDUM NO. 1

RFP FY21-188

BID NAME: Structured Cabling & Enterprise Networking (E-rate)

TO ALL PROPOSERS:

Amend the above-referenced RFP in the following particulars only:

Attached are the responses to the questions received.

This Addendum is for informational purposes only and need not be returned with your proposal. By virtue of signing the "Bidder Acknowledgement", Section 1 of RFP FY21-188 Proposer certifies acceptance of this Addendum.

Sincerely,

Harmoni Clealand
Purchasing Agent IV

EXHIBIT 1

- **QUESTION #1:** How does 8.3.19 apply to Group 2? Permits are being pulled by Awarded Vendor in Group #1 for cables and closet electrical. What permits will be required for Group #2?

  ANSWER TO QUESTION #1: No permits have been required or pulled for APs, UPSs or Network equipment in the past five (5) years, but permitting requirements are set by others within the District and subject to change.

- **QUESTION #2:** Can we assume all the Q&A from FY21-180 were addressed in this version? Were all the corrections made? Can we assume the Answers are the same?

  ANSWER TO QUESTION #2: Yes, changes from FY21-180 have been incorporated in FY21-188. Most Q&A from FY21-180 was added to Section 9 of FY21-188. FY21-180 Questions that resulted in a correction to the RFP were omitted from Section 9 to avoid confusion since the update occurred in the RFP.

- **QUESTION #3:** Have there been any changes between network bid fy21-180 and the new one fy21-188?

  ANSWER TO QUESTION #3: FY21-188 includes the changes and updates accomplished by Addendums for FY21-180.

- **QUESTION #4:** Would SBBC consider an alternate solution proposal to include a service provider for managed internal broadband services that includes the operation, management and monitoring of the E-Rate eligible components of the District's LANs and Wireless LANs if it offered a superior value over the existing request for break/fix services enabling the district to Maximize Cat 2 E-Rate?

  ANSWER TO QUESTION #4: No

- **QUESTION #5:** Can SBBC please clarify if there will be negative scoring impact to a responder on the scope of work section if the proposed design does not fully comply or can only comply with "stated deviation"? For example, if we proposed a best practice solution that was different from the minimum requirements listed in the RFP but would save the school district money and still give them the functionality they want/need, would that solution be at risk for receiving a lower score?

  ANSWER TO QUESTION #5: See RFP Section 9, Answer to Question 57.

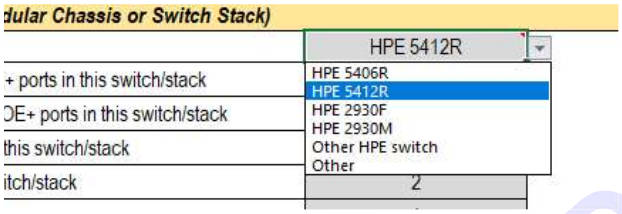
EXHIBIT 1

- **QUESTION #6:** Will points for the bid be deducted if an alternate solution is submitted, based on the specifications?

  ANSWER TO QUESTION #6: See RFP Section 9, Answer to Question 57.

- **QUESTION #7:** Based on the number of modules SBBC is asking for, Shouldn't Type 1 Closet Switch 1 should be a 5412R and that Type 17 Closet Switch 1 should be a 5406R?

  ANSWER TO QUESTION #7: Correct, Type 1 closet should be 5412R rather than a 5406R. Since this is a pull-down menu within the Excel spreadsheet, Proposers can make this change (see screenshot below). Type 17 closet was changed from a 5406R to a 5412R to comply with RFP Section 8.5.16.



- **QUESTION #8:** Will the "Current Parts List" be part of any of the scoring?

  ANSWER TO QUESTION #8: See RFP Section 9, Answer to Question #11.

- **QUESTION #9:** The following part numbers are End of Sale (EoS) in the "current parts list": Does SBBC want refurbished / used product quoted?
  J9550A
  J9537A
  J9536A
  J9534A
  J9535A
  J9538A
  J9731A

  ANSWER TO QUESTION #10: No. See section 7.23 of the RFP.

- **QUESTION #10:** I am writing to see if you have more than one of these out for bid. RFP-FY21-188-0-2021/HC and RFP-FY21-180-0-2021/HC.

  ANSWER TO QUESTION #10: FY21-180 was canceled. After the cancellation of FY21-180, the replacement, FY21-188 was released. FY21-188 is the only active bid currently for Structured Cabling & Enterprise Networking (E-rate).

EXHIBIT 1

- **QUESTION #11:** Is this a new or using the old RFP: FY21-039 Structured Cabling and Netwokring (E-rate)?

  ANSWER TO QUESTION #11: All bids for FY21-039 were rejected. RFP FY21-180 was subsequently issued to replace FY21-039 and then FY21-188 was issued to replace FY21-180.

This concludes Addendum No. 1 for RFP FY21-188 – Structured Cabling & Enterprise Networking (E-rate) – All other Terms and conditions Remain the Same.

EXHIBIT 1

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 West Oakland Park Boulevard • Sunrise, Florida 33351 • Tel: 754-321-0505 • Fax: 754-321-0936

Procurement & Warehousing Services
Mary Catherine Coker, Director
www.browardschools.com

The School Board of Broward County, Florida

Dr. Rosalind Osgood, Chair
Laurie Rich Levinson, Vice Chair

Lori Alhadeff
Patricia Good
Debra Hixon
Donna P. Korn
Sarah Leonardi
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

January 6, 2021

Scott Fluegge
JDL Technologies, Inc.
2900 West Cypress Creek Road, Suite 8
Fort Lauderdale, Florida 33309

RE: FY21-188 – Structured Cabling & Enterprise Networking (E-rate)

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and JDL Technologies, Inc. This is the result of the School Boards approval on December 15, 2020, for item OO-6. Full details are outlined in the Agreement.

Sincerely,

Mary Catherine Coker, Director
Procurement & Warehousing Services

MCC:bm
Attachment(s)

cc: Harmoni Clealand, Purchasing Agent
Kevin Yoder, JDL Technologies, Inc.
Phillip H. Dunn II, Chief Information Officer
Annmarie Richards, Coordinator, Supplier Diversity & Outreach Program

EXHIBIT 2

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2020-12-15	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-6.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **FY21-188 – Structured Cabling & Enterprise Networking (E-rate)**

REQUESTED ACTION: **Recommendation to award the above Request for Proposal (RFP); Contract Term: December 29, 2020 through June 30, 2026; Award Amount: $21,000,000; Awarded Vendors: Universal Cabling Systems, Inc., United Data Technologies, Inc. and JDL Technologies, Inc.; User Department: Information Technology.**

STRATEGIC ALIGNMENT

Which strategic initiative(s) best aligns to this item?

Tool Development, Implementation, & Use	***Safety, Security, & Risk Mitigation***

Is approval of this agenda item required to implement a tactic included within an initiative of the strategic plan? **NO**

Will the implementation of this item have a direct impact on one of the **2024 Strategic Plan Primary Metrics**? **NO**

If YES, identify the primary metric and include the corresponding figures in the table below.

Primary Goal & Metric:

Effective Communication	***N/A***

Level	Baseline	2024 Target	Most Current
N/A	N/A	N/A	N/A

Also identify any secondary metrics utilized to evaluate the success of this item/initiative.

Metric	Baseline	Target
N/A	N/A	N/A

If NO, outline below how staff intends to evaluate the success/impact of this item/initiative.

100% utilization of eRate to ensuring eLearning continuity.

BACKGROUND, SUMMARY EXPLANATION, AND HISTORY OF ITEM

Was this item previously presented to the School Board? **YES**

This bid is utilized for the purchase of structured cabling and enterprise networking, which are the essential systems that connect SBBC systems. The goods and services procured with this bid are utilized District-wide. This RFP consisted of two (2) groups and award recommendation is in accordance with the Recommendation Tabulation.

There are no Small/Minority/Woman Business Enterprise vendor on this item.

RELATED ITEMS

EE-14 - 05/19/20

EXHIBITS

- Executive Summary
- Financial Analysis Worksheet
- Agreements
- Recommendation Tabulation

EXHIBIT

DEPENDENCIES:

Outline critical dependencies that are associated with successful implementation of this item/initiative.

1. Continuation of E-rate funding from the government.
2. Building department permitting approvals for installation of equipment and cabling.

RESOURCES REQUIRED

Budget

Are additional funds required in relation to the approval of this item?	**NO**
If YES, How much additional funding is necessary to implement this item?	
If NO, How much existng funding will be spent to implement this item?	$21,000,000

SOURCE OF FUNDS: Capital Budget and Other District-wide Department and School Budgets.

Spending Authority

Is additional spend authority required for this item?	**YES**
If YES, How much additional spending authority is necessary to implement this item?	$21,000,000

Staffing

Is additional staff required in relation to the implementation of this item?	**NO**

If YES, identify the number of additional positions and the estimated costs for the additional staff.

No.	Cost

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Phillip H. Dunn II	Phone:	754-321-2607
Name:	Mary C. Coker	Phone:	754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Maurice L. Woods, Chief Strategy & Operations Officer

Signature

Electronic Signature

Form $4189 Revised 1/20

RWR/JSM

Approved in Open Board Meeting On: DEC 15 2020

By: _____

School Board Chair

EXHIBIT 2

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, _____, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

JDL TECHNOLOGIES, INC.
(hereinafter referred to as "JDL"),
whose principal place of business is
2900 West Cypress Creek Road, Suite 8, Fort Lauderdale, Florida 33309

WHEREAS, SBBC issued a Request for Proposal identified as RFP FY21-188, Structured Cabling & Enterprise Networking (E-rate) ("RFP"), dated October 2, 2020, and amended by Addendum No. 1 dated October 6, 2020, both are incorporated by reference herein, for the purpose of receiving proposals for structured cabling and enterprising networking; and

WHEREAS, JDL submitted a proposal in response to the RFP ("Proposal"), is incorporated herein by reference whereby JDL offered to provide products and services for Group 2, enterprise networking.

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

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement begins on December 29, 2020 and concludes on June 30, 2026. The term of the Agreement may, by mutual agreement between SBBC and JDL, be extended for two (2) additional one-year periods and, if needed, 180 calendar days beyond the expiration date of any renewal period.

EXHIBIT 2

2.02 **Description of Goods or Services Provided**. JDL shall provide the goods and services in the scope of work, and abide by all prescribed obligations and responsibilities within the RFP.

2.03 **Cost**. The cost for products and services will be in accordance with the pricing tables attached hereto as Exhibit A and described below and will be ordered utilizing an SBBC Purchase Order.

(a) The hourly rate for assistance after-hours or assistance during an emergency from a Technician for item 8.3.14 of the RFP is Two Hundred Fifty Dollars ($250) per hour per person. The hourly rate for assistance by a Technician during regular business hours is One Hundred Seventy-five Dollars ($175) per hour per person.

(b) At its sole option, SBBC may request that JDL provide Network Security Automation and Orchestration described in Exhibit A and in Sections 8.5.10 and 8.5.11 of the RFP. If so requested, the annual cost for full-time staff augmentation resource(s) for year one (1) to implement the Network Security Automation and Orchestration will be Two Hundred Thirty Thousand Dollars ($230,000). The annual cost for full-time staff augmentation beyond year one (1) will be One Hundred Forty-nine Thousand Five Hundred Dollars ($149,500).

(c) For any items not listed above or in Exhibit A, the off list minimum discount is 5% per RFP item 8.3.3, although greater discounts may be offered.

2.04 **Payment**. Proper and appropriate invoices will be issued by JDL with net thirty (30) day payment terms. SBBC shall pay JDL after services are performed or goods are delivered and accepted by SBBC.

(a) If Network Security Automation and Orchestration is requested by SBBC, a single purchase order for full-time staff augmentation resource(s) will be issued for the entire year but will be paid monthly by SBBC. Invoices for these services will be issued monthly for 1/12 the annual cost specified in Section 2.03(b).

2.05 **Priority of Documents**. In the event of a conflict between documents, the following priority of documents shall govern.

First:	This Agreement, then;
Second:	Addendum No. 1 to RFP FY21-188, then;
Third:	RFP FY21-188 – Structured Cabling & Enterprise Networking, then;
Fourth:	Proposal submitted by JDL in response to RFP FY21-188

2.06 **SBBC Disclosure of Education Records and Employee Records**. Although no student education records shall be disclosed pursuant to this Agreement, should JDL come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws. Likewise, no employee records shall be disclosed by SBBC to JDL. Should JDL come into contact with employee records, it may not be re-disclosed except as required or permitted by law.

EXHIBIT 2

2.07 **JDL Confidentiality of Education Records and Employee Records.**

Notwithstanding any provision to the contrary within this Agreement, JDL shall:

(a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of education records and employee records;

(b) hold any education records and employee records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records or employee records are to be shared provides prior written consent for their release;

(c) ensure that, at all times, all of its employees who have access to any education records or employee records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records and employee records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

(d) safeguard education records and employee records through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements, and employee records in accordance with applicable laws; and

(e) utilize the education records and employee records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records or employee records to any third party.

2.08 **Inspection of JDL's Records by SBBC**. JDL shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All JDL's applicable records related solely to this agreement, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of JDL directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and/or reproductions, SBBC's agent or authorized representative will be granted access, in accordance to this Agreement to JDL's records related soley to this Agreement from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to JDL pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide JDL reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and/or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to JDL's facilities and to any and all records solely related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by JDL to permit audit, inspection, examination, evaluation, and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any JDL's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by JDL in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by JDL. If the audit discloses billings or charges to which JDL is not contractually entitled, JDL shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, JDL shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by JDL to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to JDL pursuant to this Agreement and such excluded costs shall become the liability of v.

(g) Inspector General Audits. JDL shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.09 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Information Officer The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301

To JDL:	Scott Fluegge JDL Technologies, Inc. 2900 West Cypress Creek Road, Suite 8 Fort Lauderdale, Florida 33309
With a Copy to:	Kevin Yoder JDL Technologies, Inc. 2900 West Cypress Creek Road, Suite 8 Fort Lauderdale, Florida 33309

2.10 **Background Screening.** JDL shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of JDL or its personnel providing any services under the conditions described in the previous sentence. JDL shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to JDL and its personnel. The parties agree that the failure of JDL to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. JDL agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from JDL's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.11 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. JDL shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, JDL shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. JDL shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if JDL does not transfer the public records to SBBC. Upon completion of the Agreement, JDL shall transfer, at no cost, to SBBC all public records in possession of JDL or keep and maintain public records required by SBBC to perform the services required under the Agreement. If JDL transfers all public records to SBBC upon completion of the Agreement, JDL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If JDL keeps and maintains public records upon completion of the Agreement, JDL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS

DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.12 **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By JDL: JDL agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by JDL, its agents, servants or employees; the equipment of JDL, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of JDL or the negligence of JDL's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by JDL, SBBC or otherwise.

2.13 **Insurance Requirements**. JDL shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. JDL shall maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. JDL shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. JDL shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. JDL shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by JDL to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit JDL to remedy any deficiencies. JDL must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. JDL is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.14 **Nondiscrimination**.

(a) As a condition of entering into this Agreement, JDL represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, JDL shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall JDL retaliate against any person for reporting instances of such discrimination. JDL shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. JDL

EXHIBIT 2

understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.15 **Annual Appropriation**. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.16 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.17 **Incorporation by Reference**. **Exhibit A** attached hereto and the RFP, its Addenda and the Proposal which are referenced herein is incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to

unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days' written notice to the other party of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the

matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Other than assignment by JDL to its parent (Communications Systems, Inc.) or a wholly owned subsidiary of its parent, neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other

labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **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.

3.21 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

EXHIBIT 2

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Dr. Rosalind Osgood, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by Maya Moore
Reason: JDL Agreement
Date: 2020.12.08 10:44:04 -05'00'

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

EXHIBIT 2

FOR JDL:

(Corporate Seal)

ATTEST:

JDL TECHNOLOGIES, INC.

By _____
Signature

_____, Secretary

Printed Name: Scott Flueger

Title: President & GM

-or-

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/8/2020 (*date*) by Scott Flueger (*name of officer or agent, title of officer or agent*) of JDL Technologies (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me (*underline if applicable*) or has produced _____ (*type of identification*) as identification and who ☐ did/ ☐ did not first take an oath this 8th day of December, 2020.

My Commission Expires: 5/11/2024 (Enter expiration date)

_____
Signature – Notary Public

Ramon Medina
Printed Name of Notary

GG 986643
Notary's Commission No.

Notary Public State of Florida
Ramon Medina
My Commission GG 986643
Expires 05/11/2024

EXHIBIT 2

EXHIBIT A – PRICING TABLES

(a) Pricing for goods or services with installation (models and part numbers subject to change as technology evolves):

Wireless Access Goods	**Unit Price**
HPE Aruba AP-515 Indoor Access Point Dual Radio MIMO 4x4:4 @ 5GHz + 2x2:2 @ 2.4GHz 802.11ax with Ceiling Mount, Central Licenses and Support Subscription	$492.83
Annual Maintenance and Subscription for Each Additional Year beyond the initial term	$22.14
HPE Aruba AP-505 Indoor Access Point Dual Radio 2x2:2 802.11ax	$375.96
Annual Maintenance and Subscription for Each Additional Year beyond the initial term	$22.14
HPE Aruba AP-504 Dual Radio 2x2:2 802.11ax Unified Campus Access Point with Dual-band 7.2dBi, 2 Element MIMO 60x60 degree sector antenna and Azimulth and Adjustable Mount Kit	$513.70
Annual Maintenance and Subscription for Each Additional Year beyond the initial term	$22.14
Indoor Wi-Fi User Experience Sensor	$513.70
Annual Maintenance and Subscription for Each Additional Year beyond the initial term	$22.14
Network Security Automation and Orchestration (Sec Orch)	**Unit Price**
Components of Security Automation, Orchestration Based on ClearPass Policy Manager, which are required to install manage and maintain suggested network equipment (with 5 years License, maintenance/support or subscription included)	$1,347,913.77
Subscription for above per year beyond initial term	$136,723.26
Flow Collection Software	$1,912,680.00
Subscription for above per year beyond initial term	$381,820.10
Closet Bundle Goods	**Unit Price**
Uninterruptable Power Supply (UPS) 2200VA Six 5-15R outlets (1540 watt 80% load) UPS Type A	$1,637.40
Uninterruptable Power Supply (UPS) 1500VA Six 5-15R outlets (1080 watt 80% load) UPS Type B	$1,173.00
PDU with 8 5-15R connections	$315.60
Closet Type 1, Stack 1: HPE Aruba 5406R zl2 Switch with 224-Port 10/100/1000BASE-T POE+; 24-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 20 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (6) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (20) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$21,786.88
Closet Type 1, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,344.15

EXHIBIT 2

Closet Type 1, Stack 3: HPE Aruba 5412R zl2 Switch with 228-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$13,342.45
Closet Type 1, Stack 4: HPE Aruba 5406R zl2 Switch with 108-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+/4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$8,425.38
Closet Type 2, Stack 1: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$15,557.85
Closet Type 2, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,344.15
Closet Type 2, Stack 3: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,344.15

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Closet Type 2, Stack 4: HPE Aruba 5406R zl2 Switch with 60-Port 10/100/1000BASE-T POE+ ; 4-Port 1G/10GBE SFP+ ; 8-Port 1/2.5/5/10GBASE-T PoE+ ; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$6,677.70
Closet Type 3, Stack 1: HPE Aruba 5412R zl2 Switch with 180-Port 10/100/1000BASE-T POE+; 32-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 26 SFP+ 10G SR MM Transceivers ; 1 QSFP+ LC BiDi Transceivers includes: (1) Aruba HPE 5412R zl2 Switch with management module (2) Aruba HPE 5412R 2750W PoE+ zl2 power supply (4) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (26) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$24,223.09
Closet Type 3, Stack 2: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,680.44
Closet Type 3, Stack 3: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,344.15
Closet Type 4, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$15,894.14

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Closet Type 4, Stack 2: HPE Aruba 5412R zl2 Switch with 224-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$13,678.74
Closet Type 4, Stack 3: HPE Aruba 5412R zl2 Switch with 228-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$13,342.45
Closet Type 5, Stack 1: HPE Aruba 5412R zl2 Switch with 184-Port 10/100/1000BASE-T POE+; 28-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 22 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (3) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (22) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$23,009.39
Closet Type 5, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,344.15
Closet Type 5, Stack 3: HPE Aruba 5412R zl2 Switch with 156-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (4) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$10,337.35

Closet Type 6, Stack 1: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$15,557.85
Closet Type 6, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,344.15
Closet Type 6, Stack 3: HPE Aruba 5406R zl2 Switch with 104-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$8,761.66
Closet Type 7, Stack 1: HPE Aruba 5412R zl2 Switch with 188-Port 10/100/1000BASE-T POE+; 28-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 22 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (3) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (22) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$22,673.10
Closet Type 7, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,344.15

Closet Type 7, Stack 3: HPE Aruba 5406R zl2 Switch with 60-Port 10/100/1000BASE-T POE+ ; 4-Port 1G/10GBE SFP+ ; 8-Port 1/2.5/5/10GBASE-T PoE+ ; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$6,677.70
Closet Type 8, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$15,894.14
Closet Type 8, Stack 2: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,680.44
Closet Type 9, Stack 1: HPE Aruba 5412R zl2 Switch with 184-Port 10/100/1000BASE-T POE+; 28-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 22 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (3) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (22) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$23,009.39
Closet Type 9, Stack 2: HPE Aruba 5412R zl2 Switch with 200-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (5) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$12,677.04

Closet Type 10, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$15,894.14
Closet Type 10, Stack 2: HPE Aruba 5412R zl2 Switch with 152-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (3) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,673.64
Closet Type 11, Stack 1: HPE Aruba 5412R zl2 Switch with 220-Port 10/100/1000BASE-T POE+; 24-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 18 SFP+ 10G SR MM Transceivers ; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (6) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (18) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$21,573.09
Closet Type 11, Stack 2: HPE Aruba 5406R zl2 Switch with 80-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$8,015.69
Closet Type 12, Stack 1: HPE Aruba 5412R zl2 Switch with 240-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (5) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (4) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$15,679.22

EXHIBIT 2

Closet Type 12, Stack 2: HPE Aruba 5406R zl2 Switch with 60-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 1100W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) Aruba 5406R 1100W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$5,914.50
Closet Type 13, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$15,016.72
Closet Type 14, Stack 1: HPE Aruba 5412R zl2 Switch with 184-Port 10/100/1000BASE-T POE+; 24-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 16 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (16) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$21,580.77
Closet Type 15, Stack 1: HPE Aruba 5412R zl2 Switch with 196-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (4) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$13,013.32
Closet Type 16, Stack 1: HPE Aruba 5412R zl2 Switch with 80-Port 10/100/1000BASE-T POE+; 20-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 1100W PoE+ Power Supplies; 16 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 1100W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (16) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$14,388.94

EXHIBIT 2

Closet Type 17, Stack 1: HPE Aruba 5412R zl2 Switch with 80-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 1100W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5412R 1100W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$7,252.49
Closet Type 18, Stack 1: HPE Aruba 2930F Switch with 48-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 1 740W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$2.797.78
Closet Type 19, Stack 1: HPE Aruba 2930F Switch with 24-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 1 370W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$1,825.23
Closet Type 20, Stack 1: HPE Aruba 2930F Switch with 8-Port 10/100/1000BASE-T POE+; 2-Port 1G/10GBE SFP+; 1 125W PoE+ Power Supplies; 1 SFP+ 10G SR MM Transceivers includes: (1) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$908.33
Parts List	**Unit Price**
HPE Aruba 5406R ZL2 Switch Rack Mountable 6 X Expansion Slots Part# J9821A	$1,069.65
HPE Aruba 5412R ZL2 Switch Rack Mountable 12 X Expansion Slots Part# J9822A	$1,979.93
HPE Aruba 5400R zl2 24x Gigabit Ethernet SFP MACsec v3 Expansion Module Part# J9988A	$1,687.76
HPE Aruba 5400R 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Expansion Module Part# J9986A	$1,562.55
HPE Aruba 5400R ZL2 20-PORT 10/100/1000BASE-T POE+ / 4-PORT 1G/10GBE SFP+ MACSEC V3 ZL2 Expansion Module Part# J9990A	$1,729.50
HPE 5400 zl2 8 Ports 1G/10GbE SFP+ MACsec v3 Module Part# J9993A	$2,063.40
HPE 2-port 40GbE QSFP+ v3 zl2 Module Part# J9996A	$2,898.15
Cisco 10G SFP+ Active Optical Cable Assembly 1M Part# SFP-10G-AOC1M	$207.21
Cisco 10G SFP+ Active Optical Cable Assembly 2M Part# SFP-10G-AOC2M	$208.00
Cisco 10G SFP+ Active Optical Cable Assembly 3M Part# SFP-10G-AOC3M	$208.00
Cisco 10G SFP+ Active Optical Cable Assembly 7M Part# SFP-10G-AOC7M	$262.07
Cisco 10G SFP+ Active Optical Cable Assembly 10M Part# SFP-10G-AOC10M	$254.26
Cisco 10GBASE-CU SFP+ Cable 1 Meter, Passive Part# SFP-H10GB-CU1M	$98.93
Cisco 10GBASE-CU SFP+ Cable 3 Meter, Passive Part# SFP-H10GB-CU3M	$99.73
Cisco 10GBASE-CU SFP+ Cable 5 Meter, Passive Part# SFP-H10GB-CU5M	$149.81
Cisco 40G QSFP+ Active Optical Cable 1 Meter Part# QSFP-H40G-AOC1M	$766.43
Cisco 40G QSFP+ Active Optical Cable 2 Meter Part# QSFP-H40G-AOC2M	$767.24

EXHIBIT 2

Cisco 40G QSFP+ Active Optical Cable 3 Meter Part# QSFP-H40G-AOC3M	$768.02
Cisco 40G QSFP+ Active Optical Cable 5 Meter Part# QSFP-H40G-AOC5M	$900.26
Cisco 40G QSFP+ Active Optical Cable 7 Meter Part# QSFP-H40G-AOC7M	$901.85
Cisco 40G QSFP+ Active Optical Cable 10 Meter Part# QSFP-H40G-AOC10M	$913.64
Cisco 40G QSFP+ Active Optical Cable 15 Meter Part# QSFP-H40G-AOC15M	$1,083.53
Cisco 40G QSFP+ Active Optical Cable 20 Meter Part# QSFP-H40G-AOC20M	$1,251.04
Cisco 40G QSFP+ Active Optical Cable 25 Meter Part# QSFP-H40G-AOC25M	$1,253.43
Cisco 40G QSFP+ Active Optical Cable 30 Meter Part# QSFP-H40G-AOC30M	$1,287.40
Cisco Optical Transceiver 10GBASE-SR 850nm MMF Part# SFP-10G-SR-S	$592.71
Cisco Optical Transceiver 40GBASE-SR 850nm MMF Part# QSFP-40G-SR4-S	$1,360.25
Cisco QSFP to SFP or SFP+ Adapter Module Part# QSFP-4X10G-AOC10M	$1,185.50
Cisco 40G QSFP+ to 4x10G SFP+ Breakout Active Cable 10 Meter Part# CVR-QSFP-SFP10G	$337.99
HPE Aruba Optical Transceiver 10GBASE-SR 850nm MMF	$433.20
HPE Aruba Optical Transceiver 40GBASE-SR 850nm MMF	$1,397.14
HP Aruba 2930F 8G PoE+ 2SFP+	$727.80
CAT6 Patch cord 7ft	$9.48
CAT6 Patch cord 10ft	$10.80
CAT6 Patch cord 15ft	$12.45
CAT6 Patch cord 25ft	$15.33
CAT6 Patch cord 50ft	$33.00
CAT6 Patch cord 75ft	$41.25
CAT6 Patch cord 100ft	$54.30
CAT6 Patch cord 150ft	$100.50
Fiber patch cord MM LC-LC 1 meter	$29.55
Fiber patch cord MM LC-LC 2 meter	$32.01
Fiber patch cord MM LC-LC 3 meter	$35.10
Fiber patch cord MM LC-LC 5 meter	$54.90
Fiber patch cord MM LC-LC 10 meter	$64.80
Fiber patch cord MM LC-LC 15 meter	$90.00
Fiber patch cord MM LC-LC 25 meter	$120.00
Fiber patch cord MM LC-LC 35 meter	$207.00
Fiber patch cord MM LC-LC 50 meter	$270.60
Fiber patch cord MM LC-LC 75 meter	$384.00
Fiber patch cord MM LC-LC 100 meter	$504.00
Fiber patch cord MM SC-LC 3 meter	$35.10
Fiber patch cord MM SC-LC 5 meter	$41.10

EXHIBIT 2

Fiber patch cord MM SC-LC 10 meter	$64.80
Fiber patch cord MM ST-LC 3 meter	$64.50
Fiber patch cord MM ST-LC 5 meter	$71.40
Fiber patch cord MM ST-LC 10 meter	$102.60
2.4Ghz 15 Dbi Yagi Antenna	$179.25
5Ghz 16.5 Dbi Yagi Antenna	$205.75
2.4Ghz 11 Dbi Omni Antenna	$166.00
5Ghz 11 Dbi Omni Antenna	$192.50
2.4Ghz 8 Dbi Panel Antenna	$192.50
5Ghz 8 Dbi Panel Antenna	$225.63
Cat 5e-6 Lightning protector	$162.50
HPE 5400R Zl2 Management Module Part# J9827A	$1,103.44
Aruba 7210 (US) 4p 10GBase-X (SFP+) 2p Dual (10/100/1000BASE-T/SFP) Controller. Part # Jw744A	$8,510.25
Aruba 5Y FC NBD Exch HW7210 Cntrl SVC [for JW744A] Part # HH9J1E	$2,116.00
Aruba PSU-350-AC 7200 Series Redundant Power Supply. Part # JW657A	$246.00
PC-AC-NA North America AC Power Cord. Part # JW124A	$10.53
Aruba Central Device Management/Cloud Services 2 Tokens 5yr Subscription E-rate Bundle E-STU.	$110.69

(b) Pricing for goods or services without installation (models and part numbers subject to change as technology evolves):

Wireless Access Goods	**Unit Price**
HPE Aruba AP-515 Indoor Access Point Dual Radio MIMO 4x4:4 @ 5GHz + 2x2:2 @ 2.4GHz 802.11ax with Ceiling Mount, Central Licenses and Support Subscription	$453.23
Annual Maintenance and Subscription for Each Additional Year beyond the initial term	$22.14
HPE Aruba AP-505 Indoor Access Point Dual Radio 2x2:2 802.11ax	$336.36
Annual Maintenance and Subscription for Each Additional Year beyond the initial term	$22.14
HPE Aruba AP-504 Dual Radio 2x2:2 802.11ax Unified Campus Access Point with Dual-band 7.2dBi, 2 Element MIMO 60x60 degree sector antenna and Azimulth and Adjustable Mount Kit	$474.10
Annual Maintenance and Subscription for Each Additional Year beyond the initial term	$22.14
Indoor Wi-Fi User Experience Sensor	$474.10
Annual Maintenance and Subscription for Each Additional Year beyond the initial term	$22.14
Network Security Automation, Orchestration (Sec Orch)	**Unit Price**
Components of Security Automation, Orchestration Based on ClearPass Policy Manager, which are required to install manage and maintain suggested network equipment (with 5 years License, maintenance/support or subscription included)	$1,347,913.77
Subscription for above per year beyond initial term	$136,723.26
Flow Collection Software	$1,912,680.00
Subscription for above per year beyond initial term	$381,820.10
Closet Bundle Goods	**Unit Price**
Uninterruptable Power Supply (UPS) 2200VA Six 5-15R outlets (1540 watt 80% load) UPS Type A	$1,517.40
Uninterruptable Power Supply (UPS) 1500VA Six 5-15R outlets (1080 watt 80% load) UPS Type B	$1,053.00
PDU with 8 5-15R connections	$303.60

Closet Type 1, Stack 1: HPE Aruba 5406R zl2 Switch with 224-Port 10/100/1000BASE-T POE+; 24-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 20 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (6) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (20) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$21,696.88
Closet Type 1, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,254.15
Closet Type 1, Stack 3: HPE Aruba 5412R zl2 Switch with 228-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$13,252.45
Closet Type 1, Stack 4: HPE Aruba 5406R zl2 Switch with 108-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+/4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$8,335.38
Closet Type 2, Stack 1: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$15,467.85

EXHIBIT 2

Closet Type 2, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,254.15
Closet Type 2, Stack 3: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,254.15
Closet Type 2, Stack 4: HPE Aruba 5406R zl2 Switch with 60-Port 10/100/1000BASE-T POE+ ; 4-Port 1G/10GBE SFP+ ; 8-Port 1/2.5/5/10GBASE-T PoE+ ; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$6,587.70
Closet Type 3, Stack 1: HPE Aruba 5412R zl2 Switch with 180-Port 10/100/1000BASE-T POE+; 32-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 26 SFP+ 10G SR MM Transceivers ; 1 QSFP+ LC BiDi Transceivers includes: (1) Aruba HPE 5412R zl2 Switch with management module (2) Aruba HPE 5412R 2750W PoE+ zl2 power supply (4) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (26) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$24,133.09
Closet Type 3, Stack 2: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,590.44

Closet Type 3, Stack 3: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,254.15
Closet Type 4, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$15,804.14
Closet Type 4, Stack 2: HPE Aruba 5412R zl2 Switch with 224-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$13,588.74
Closet Type 4, Stack 3: HPE Aruba 5412R zl2 Switch with 228-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$13,252.45
Closet Type 5, Stack 1: HPE Aruba 5412R zl2 Switch with 184-Port 10/100/1000BASE-T POE+; 28-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 22 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (3) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (22) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$22,919.39

Closet Type 5, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,254.15
Closet Type 5, Stack 3: HPE Aruba 5412R zl2 Switch with 156-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (4) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$10,247.35
Closet Type 6, Stack 1: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$15,467.85
Closet Type 6, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,254.15
Closet Type 6, Stack 3: HPE Aruba 5406R zl2 Switch with 104-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$8,671.66

Closet Type 7, Stack 1: HPE Aruba 5412R zl2 Switch with 188-Port 10/100/1000BASE-T POE+; 28-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 22 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (3) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (22) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$22,583.10
Closet Type 7, Stack 2: HPE Aruba 5412R zl2 Switch with 252-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (8) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,254.15
Closet Type 7, Stack 3: HPE Aruba 5406R zl2 Switch with 60-Port 10/100/1000BASE-T POE+ ; 4-Port 1G/10GBE SFP+ ; 8-Port 1/2.5/5/10GBASE-T PoE+ ; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$6,587.70
Closet Type 8, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$15,804.14
Closet Type 8, Stack 2: HPE Aruba 5412R zl2 Switch with 248-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (7) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,590.44

EXHIBIT 2

Closet Type 9, Stack 1: HPE Aruba 5412R zl2 Switch with 184-Port 10/100/1000BASE-T POE+; 28-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 22 SFP+ 10G SR MM Transceivers; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (3) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (22) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$22,919.39
Closet Type 9, Stack 2: HPE Aruba 5412R zl2 Switch with 200-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (5) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$12,587.04
Closet Type 10, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (6) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$15,804.14
Closet Type 10, Stack 2: HPE Aruba 5412R zl2 Switch with 152-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (3) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$10,583.64
Closet Type 11, Stack 1: HPE Aruba 5412R zl2 Switch with 220-Port 10/100/1000BASE-T POE+; 24-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 18 SFP+ 10G SR MM Transceivers ; 1 QSFP+ LC BiDi Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (6) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (18) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$21,483.09

EXHIBIT 2

Closet Type 11, Stack 2: HPE Aruba 5406R zl2 Switch with 80-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5406R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$7,925.69
Closet Type 12, Stack 1: HPE Aruba 5412R zl2 Switch with 240-Port 10/100/1000BASE-T POE+; 8-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (5) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (4) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$15,589.22
Closet Type 12, Stack 2: HPE Aruba 5406R zl2 Switch with 60-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 8-Port 1/2.5/5/10GBASE-T PoE+; 1 1100W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) Aruba 5406R 1100W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (2) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$5,824.50
Closet Type 13, Stack 1: HPE Aruba 5412R zl2 Switch with 244-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 6 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (6) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$14,926.72
Closet Type 14, Stack 1: HPE Aruba 5412R zl2 Switch with 184-Port 10/100/1000BASE-T POE+; 24-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 2-Port 40GbE QSFP+; 1 2750W PoE+ Power Supplies; 16 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (2) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 20-Port 10/100/1000BASE-T PoE+ MACsec/1-Port 40GbE QSFP+ v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (1) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (16) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module (1) Aruba 40G QSFP+ LC Bi-Directional 150 m MMF 2-strand transceiver *UPS Type A needed, not included	$21,490.77

EXHIBIT 2

Closet Type 15, Stack 1: HPE Aruba 5412R zl2 Switch with 196-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 16-Port 1/2.5/5/10GBASE-T PoE+; 1 2750W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 2750W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (4) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (4) HPE Aruba 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$12,923.32
Closet Type 16, Stack 1: HPE Aruba 5412R zl2 Switch with 80-Port 10/100/1000BASE-T POE+; 20-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 1100W PoE+ Power Supplies; 16 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5412R zl2 Switch with management module (2) HPE Aruba 5412R 1100W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE Aruba 8 Ports 1G/10GbE SFP+ MACsec v3 zl2 Module (16) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$14,298.94
Closet Type 17, Stack 1: HPE Aruba 5412R zl2 Switch with 80-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 12-Port 1/2.5/5/10GBASE-T PoE+; 1 1100W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (1) HPE Aruba 5406R zl2 Switch with management module (2) HPE Aruba 5412R 1100W PoE+ zl2 power supply (1) HPE Aruba 20-PORT 10/100/1000BASE-T POE+ / 4-Port 1G/10GBE SFP+ MACsec v3 zl2 Module (3) HPE Aruba 20-port 10/100/1000BASE-T PoE+ / 4p 1/2.5/5/10GBASE-T PoE+ MACsec v3 zl2 Module (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type B needed, not included	$7,162.49
Closet Type 18, Stack 1: HPE Aruba 2930F Switch with 48-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 1 740W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$2,737.78
Closet Type 19, Stack 1: HPE Aruba 2930F Switch with 24-Port 10/100/1000BASE-T POE+; 4-Port 1G/10GBE SFP+; 1 370W PoE+ Power Supplies; 2 SFP+ 10G SR MM Transceivers includes: (2) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$1,765.23
Closet Type 20, Stack 1: HPE Aruba 2930F Switch with 8-Port 10/100/1000BASE-T POE+; 2-Port 1G/10GBE SFP+; 1 125W PoE+ Power Supplies; 1 SFP+ 10G SR MM Transceivers includes: (1) HPE 10GBASE-SR SFP+ 850nm 300m Transceiver Module *UPS Type A needed, not included	$843.33
Parts List	**Unit Price**
HPE Aruba 5406R ZL2 Switch Rack Mountable 6 X Expansion Slots Part# J9821A	$1,009.65
HPE Aruba 5412R ZL2 Switch Rack Mountable 12 X Expansion Slots Part# J9822A	$1,919.93
HPE Aruba 5400R zl2 24x Gigabit Ethernet SFP MACsec v3 Expansion Module Part# J9988A	$1,627.76
HPE Aruba 5400R 24-Port 10/100/1000BASE-T PoE+ with MACsec v3 zl2 Expansion Module Part# J9986A	$1,502.55
HPE Aruba 5400R ZL2 20-PORT 10/100/1000BASE-T POE+ / 4-PORT 1G/10GBE SFP+ MACSEC V3 ZL2 Expansion Module Part# J9990A	$1,669.50

HPE 5400 zl2 8 Ports 1G/10GbE SFP+ MACsec v3 Module Part# J9993A	$2,003.40
HPE 2-port 40GbE QSFP+ v3 zl2 Module Part# J9996A	$2,838.15
Cisco 10G SFP+ Active Optical Cable Assembly 1M Part# SFP-10G-AOC1M	$187.41
Cisco 10G SFP+ Active Optical Cable Assembly 2M Part# SFP-10G-AOC2M	$188.20
Cisco 10G SFP+ Active Optical Cable Assembly 3M Part# SFP-10G-AOC3M	$188.20
Cisco 10G SFP+ Active Optical Cable Assembly 7M Part# SFP-10G-AOC7M	$232.07
Cisco 10G SFP+ Active Optical Cable Assembly 10M Part# SFP-10G-AOC10M	$234.46
Cisco 10GBASE-CU SFP+ Cable 1 Meter, Passive Part# SFP-H10GB-CU1M	$86.93
Cisco 10GBASE-CU SFP+ Cable 3 Meter, Passive Part# SFP-H10GB-CU3M	$87.73
Cisco 10GBASE-CU SFP+ Cable 5 Meter, Passive Part# SFP-H10GB-CU5M	$130.01
Cisco 40G QSFP+ Active Optical Cable 1 Meter Part# QSFP-H40G-AOC1M	$754.43
Cisco 40G QSFP+ Active Optical Cable 2 Meter Part# QSFP-H40G-AOC2M	$755.24
Cisco 40G QSFP+ Active Optical Cable 3 Meter Part# QSFP-H40G-AOC3M	$756.02
Cisco 40G QSFP+ Active Optical Cable 5 Meter Part# QSFP-H40G-AOC5M	$880.46
Cisco 40G QSFP+ Active Optical Cable 7 Meter Part# QSFP-H40G-AOC7M	$882.05
Cisco 40G QSFP+ Active Optical Cable 10 Meter Part# QSFP-H40G-AOC10M	$883.64
Cisco 40G QSFP+ Active Optical Cable 15 Meter Part# QSFP-H40G-AOC15M	$1,053.53
Cisco 40G QSFP+ Active Optical Cable 20 Meter Part# QSFP-H40G-AOC20M	$1,221.04
Cisco 40G QSFP+ Active Optical Cable 25 Meter Part# QSFP-H40G-AOC25M	$1,223.43
Cisco 40G QSFP+ Active Optical Cable 30 Meter Part# QSFP-H40G-AOC30M	$1,227.40
Cisco Optical Transceiver 10GBASE-SR 850nm MMF Part# SFP-10G-SR-S	$580.71
Cisco Optical Transceiver 40GBASE-SR 850nm MMF Part# QSFP-40G-SR4-S	$1,348.25
Cisco QSFP to SFP or SFP+ Adapter Module Part# QSFP-4X10G-AOC10M	$1,145.90
Cisco 40G QSFP+ to 4x10G SFP+ Breakout Active Cable 10 Meter Part# CVR-QSFP-SFP10G	$318.19
HPE Aruba Optical Transceiver 10GBASE-SR 850nm MMF	$413.40
HPE Aruba Optical Transceiver 40GBASE-SR 850nm MMF	$1,377.34
HP Aruba 2930F 8G PoE+ 2SFP+	$667.80
CAT6 Patch cord 7ft	$3.48
CAT6 Patch cord 10ft	$4.80
CAT6 Patch cord 15ft	$6.45
CAT6 Patch cord 25ft	$9.33
CAT6 Patch cord 50ft	$18.00
CAT6 Patch cord 75ft	$26.25
CAT6 Patch cord 100ft	$34.50
CAT6 Patch cord 150ft	$70.50
Fiber patch cord MM LC-LC 1 meter	$23.55

EXHIBIT 2

Fiber patch cord MM LC-LC 2 meter	$26.01
Fiber patch cord MM LC-LC 3 meter	$29.10
Fiber patch cord MM LC-LC 5 meter	$35.10
Fiber patch cord MM LC-LC 10 meter	$45.00
Fiber patch cord MM LC-LC 15 meter	$60.00
Fiber patch cord MM LC-LC 25 meter	$90.00
Fiber patch cord MM LC-LC 35 meter	$177.00
Fiber patch cord MM LC-LC 50 meter	$231.00
Fiber patch cord MM LC-LC 75 meter	$324.00
Fiber patch cord MM LC-LC 100 meter	$414.00
Fiber patch cord MM SC-LC 3 meter	$29.10
Fiber patch cord MM SC-LC 5 meter	$35.10
Fiber patch cord MM SC-LC 10 meter	$45.00
Fiber patch cord MM ST-LC 3 meter	$58.50
Fiber patch cord MM ST-LC 5 meter	$65.40
Fiber patch cord MM ST-LC 10 meter	$82.80
2.4Ghz 15 Dbi Yagi Antenna	$119.25
5Ghz 16.5 Dbi Yagi Antenna	$145.75
2.4Ghz 11 Dbi Omni Antenna	$106.00
5Ghz 11 Dbi Omni Antenna	$132.50
2.4Ghz 8 Dbi Panel Antenna	$132.50
5Ghz 8 Dbi Panel Antenna	$165.63
Cat 5e-6 Lightning protector	$132.50
HPE 5400R Zl2 Management Module Part# J9827A	$1,043.44
Aruba 7210 (US) 4p 10GBase-X (SFP+) 2p Dual (10/100/1000BASE-T/SFP) Controller. Part # Jw744A	$8,030.25
Aruba 5Y FC NBD Exch HW7210 Cntrl SVC [for JW744A] Part # HH9J1E	$1,996.00
Aruba PSU-350-AC 7200 Series Redundant Power Supply. Part # JW657A	$234.00
PC-AC-NA North America AC Power Cord. Part # JW124A	$4.53
Aruba Central Device Management/Cloud Services 2 Tokens 5yr Subscription E-rate Bundle E-STU.	$110.69

EXHIBIT 2

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mauricio R. Stradiotti, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0501 • fax: 754-321-0936
mauricio.stradiotti@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

August 7, 2024

ThelPGuys.Net LLC d/b/a OneNet Global
7250 Metro Boulevard Suite #200
Edina, Minnesota, 55439

EXHIBIT 3

RE: FY21-188 - Structured Cabling & Enterprise Networking

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and ThelPGuys.Net LLC d/b/a OneNet Global. This is the result of the School Board's approval on July 23, 2024, for Item OO-25.
Full details are outlined in the Agreement.

Sincerely,

Mauricio R. Stradiotti, Director
Procurement & Warehousing Services

MRS: bm
Attachment(s)

cc: Maya Balseca, Purchasing Agent I
Jason Greenberg, Director, Infrastructure Services
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-07-23	Regular School Board Meeting
CATEGORY:	OO. Operations & Facilities
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-25.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:
RFP-FY21-188 - Structured Cabling & Enterprise Networking (E-rate)

REQUESTED ACTION:
Approve the First Amendment of The Agreement between Structured Cabling & Enterprise Networking (E-rate) and The School Board of Broward County, Florida, for a vendor name change from JDL Technologies, Inc., to TheIPGuys.net LLC, d/b/a OneNet Global; District-wide.

RATIONALE:
For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

Executive Summary
Financial Analysis Worksheet
First Amendment

FINANCIAL IMPACT:
There is no additional financial impact to the District for the name change amendment.

STRATEGIC PLAN ALIGNMENT:
Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)
APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Wanda F. Paul	Phone:	754-321-2611
Name:	Matthew Bradford	Phone:	754-321-2307

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title
Wanda F. Paul, Chief Operations & Facilities Officer

Signature
Wanda F. Paul, Chief Operations & Facilities Officer

Electronic Signature
Form \$4189 Revised 4/24
HH/VSW

Approved in Open Board Meeting On: July 23, 2024

By: _____
School Board Chair

EXHIBIT 3

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THEIPGUYS.NET LLC d/b/a ONENET GLOBAL
f/k/a JDL TECHNOLOGIES, INC.
having its principal place of business at
7250 Metro Blvd STE #200, Edina, Minnesota, 55439

WHEREAS, SBBC and JDL Technologies, Inc. entered into an Agreement dated December 29, 2020, pursuant to RFP FY21-188, Structured Cabling & Enterprise Networking (E-rate) dated October 2, 2020, and amended by Addendum No. 1 dated October 6, 2020, to provide products and services for Group 2, enterprise networking; and

WHEREAS, on or about June 30, 2023, JDL Technologies, Inc. was acquired by TheIPGuys.Net LLC d/b/a OneNet Global; and

WHEREAS, the parties now desire to amend certain provisions of the Agreement to reflect this name change through this First Amendment to Agreement.

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

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Name Change**. JDL Technologies, Inc. is replaced with its current, legal business entity name TheIPGuys.Net LLC d/b/a OneNet Global, by interlineation, within the Agreement.

1.03 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

1) First Amendment to Agreement; then;

EXHIBIT 3

2) The Agreement, then;
3) Addendum No. 1 to RFP FY21-188, then;
4) RFP FY21-188 - Structured Cabling & Enterprise Networking (E-Rate), then;
5) Proposal submitted by JDL in response to RFP FY21-188

1.04 **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority**. Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

EXHIBIT 3

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement on the date of last signature below.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Lori Alhadeff, Chair

Date 7/23/24

ATTEST:

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Digitally signed by Maya Moore
Reason: TheIPGuys.Net LLC First Amendment
Date: 2024.05.28 13:36:15 -04'00'

_____
Office of the General Counsel

EXHIBIT 3

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR VENDOR:

(Corporate Seal)

ATTEST:

_____, Secretary

-or-

Donna J Stifter
Witness

Kaila Lemmer
Witness

TheIPGuys.Net LLC d/b/a OneNet Global

By _____
Signature

Printed Name: Robert Braunmeier

Title: CEO

STATE OF Minnesota

COUNTY OF Hennepin

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this May 28, 2024 (*date*) by Robert Braunmeier, CEO (*name of officer or agent, title of officer or agent*) of The IP Guys Net LLC d/b/a OneNet Global (*name of corporation acknowledging*), a Minnesota (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced drivers license (*type of identification*) as identification and who ☒did/☐did not first take an oath this 28 day of May, 2024.

My Commission Expires: 1/31/26

Signature – Notary Public

Donna J Stifter
Printed Name of Notary

(SEAL)

DONNA JEAN STIFTER
Notary Public
Minnesota
My Commission Expires
Jan 31, 2026

3107346
Notary's Commission No.

EXHIBIT 3

State of Florida Affidavit
Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: The IPGuys.Net DBA OneNet Global

Event Name: Contract Extension Date/ Time:

Vendor FEIN:

Vendor's Authorized Representative Name and Title: Scott Fluegge - COO

Address: 7250 Metro Blvd, Suite 200

City: Ednia State: MN Zip Code: 55439

Phone Number: 952-960-1000 Email Address: scott.fluegge@onenetglobal.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: 6fac015a-05d8-47dc-aa93-6657dec04caa Digitally signed by 6fac015a-05d8-47dc-aa93-6657dec04caa Date: 2025.12.15 15:30:44 -05'00'

AUTHORIZED SIGNATURE

Print Name and Title: Scott Fluegge COO Date: 12/15/25

EXHIBIT D

Established 1915
BROWARD County Public Schools

Procurement & Logistic Operations
John Wesley White, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
john.white2@browardschools.com
www.browardschools.com/procurement

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

December 2, 2025

TheIPGuys.net, LLC d/b/a OneNet Global
Attn: Scott Fluegge
7250 Metro Blvd, Suite #200
Edina, Minnesota 55439

Phone: 954-334-0661
Email: scott.fluegge@onenetglobal.com

Subject:	Letter of Renewal of the Contract
RFP #:	FY21-188
RFP Title:	Structured Cabling & Enterprise Networking (E-rate)

Dear Mr. Fluegge:

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3.3 Contract Term of the RFP, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this RFP award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded RFP and your agreement to maintain the current awarded price(s)/discount.

☒ Yes, I offer to renew the current contract award at the current awarded price(s).

☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 12/11/2025. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Maya Balseca

Maya Balseca
Purchasing Agent III

VENDOR RESPONSE

Scott Fluegge 12/15/25
Signature/Date - Authorized Representative

Scott Fluegge
Printed Name - Authorized Representative

Cc: John Wesley White, Director, Procurement & Logistic Operations
Jason Greenberg, Director, Infrastructure Services

Procurement & Logistic Operations
John Wesley White, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
john.white2@browardschools.com
www.browardschools.com/procurement

The School Board of Broward County, Florida

Sarah Leonardi, Chair
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Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

December 2, 2025

United Data Technologies
Attn: Antolin Cossio
2900 Monarch Lakes Boulevard, Suite #300
Miramar, Florida, 33027

Email: tcossio@udtonline.com
Phone: 954-308-5100

Subject:	Letter of Renewal of the Contract
RFP #:	FY21-188
RFP Title:	Structured Cabling & Enterprise Networking (E-rate)

Dear Mr. Cossio:

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3.3 Contract Term of the RFP, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this RFP award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded RFP and your agreement to maintain the current awarded price(s)/discount.

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Please sign and date this document in the space provided and return it to my attention no later than 12/11/2025. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Maya Balseca

Maya Balseca
Purchasing Agent III

VENDOR RESPONSE

Jesus Pena
Jesus Pena (Dec 11, 2025 16:39:35 EST)

Signature/Date - Authorized Representative

Jesus Pena, EVP

Printed Name - Authorized Representative

Cc: John Wesley White, Director, Procurement & Logistic Operations
Jason Greenberg, Director, Infrastructure Services

Established 1915
BROWARD
County Public Schools

Procurement & Logistic Operations
John Wesley White, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
john.white2@browardschools.com
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The School Board of Broward County, Florida

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Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

December 2, 2025

Universal Cabling Systems, Inc.
Attn: Ronald Dubeau
914 Fern Street
West Palm Beach, Florida 33401

Email: ron@ucscable.com
Phone: 561-659-6224 ext 206

Subject:	Letter of Renewal of the Contract
RFP #:	FY21-188
RFP Title:	Structured Cabling & Enterprise Networking (E-rate)

Dear Mr. Dubreau:

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3.3 Contract Term of the RFP, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 7/1/2026 through 6/30/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this RFP award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded RFP and your agreement to maintain the current awarded price(s)/discount.

☒ Yes, I offer to renew the current contract award at the current awarded price(s).

☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 12/11/2025. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Maya Balseca
Maya Balseca
Purchasing Agent III

VENDOR RESPONSE

Signature/Date - Authorized Representative

RONALD Dubeau
Printed Name - Authorized Representative

Cc: John Wesley White, Director, Procurement & Logistic Operations
Jason Greenberg, Director, Infrastructure Services

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Logistic Operations Department in determining the quality of goods and/or services purchased for the District. Your input will be used in evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Logistic Operation Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION	
Bid #: FY21-188	**Bid Title:** Structured Cabling & Enterprise Networking (E-Rate)
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: TheIPGuys.net d/b/a OneNet Global	
Contact Name:	**Contact Phone #:** ( ) -

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☑	☐	☐
Delivery as scheduled or promised	☐	☐	☑	☐	☐

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☑	☐

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☑	☐	☐
Quality as compared to similar products/services	☐	☐	☑	☐	☐
Prices as compared to similar products/services	☐	☐	☑	☐	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☑	☐

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Jason Greenberg	**Title:** Director, Infrastructure Services	**Contact Phone #:** (754) 321 - 0436
School/Department: Information Systems Division		
Participant's Signature: Jason Greenberg		**Date:** 12/05/2025

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Logistic Operations Department in determining the quality of goods and/or services purchased for the District. Your input will be used in evaluation of future bids or proposals submitted by this supplier.

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Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY21-188	**Bid Title:** Structured Cabling & Enterprise Networking (E-Rate)
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: United Data Technologies	
Contact Name:	**Contact Phone #: ( ) -**

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☑	☐
Delivery as scheduled or promised	☐	☐	☑	☐	☐

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☑	☐

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☑	☐
Quality as compared to similar products/services	☐	☐	☐	☑	☐
Prices as compared to similar products/services	☐	☐	☑	☐	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Jason Greenberg	**Title:** Director, Infrastructure Services	**Contact Phone #:** (754) 321 - 0436
School/Department: Information Systems Division		
Participant's Signature: Jason Greenberg		**Date:** 12/05/2025

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Logistic Operations Department in determining the quality of goods and/or services purchased for the District. Your input will be used in evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
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7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY21-188	**Bid Title:** Structured Cabling & Enterprise Networking (E-Rate)
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: Universal Cabling Systems Inc.	
Contact Name:	**Contact Phone #: ( ) -**

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☑	☑
Delivery as scheduled or promised	☐	☐	☐	☑	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☑	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Jason Greenberg	**Title:** Director, Infrastructure Services	**Contact Phone #:** (754) 321 - 0436
School/Department: Information Systems Division		
Participant's Signature: Jason Greenberg		**Date:** 12/05/2025

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-7.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR25-084 - Barry University, Inc. Emergency Medical Technician (EMT) ADDED

REQUESTED ACTION:

Approve the Additional Spending Authority of $358,850 for the Agreement between The School Board of Broward County, Florida (SBBC), and Barry University, Inc. (Barry). District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet

FINANCIAL IMPACT:

$358,850. The new total award amount will be $447,000. This program is being funded by Career and Professional Education (CAPE) funding.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 4: College & Career Readiness **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jan 27, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve Additional Spending Authority
AGR25-084 - Barry University, Inc. Emergency Medical Technician (EMT)

Board Meeting Date: February 10, 2026

Requested Action:
Approve the Additional Spending Authority of $358,850 for the Agreement between The School Board of Broward County, Florida (SBBC), and Barry University, Inc. (Barry).

School Board Policy Requirement/Authority: Not Applicable

Statutory Requirement/Authority: Not Applicable

District-Zone Impact: District-wide

Impact if the Board Voted Yes or No
-If the Board votes "Yes": Enrollment capacity in the EMT Academy will expand to serve up to two hundred twenty-five (225) students, across ten (10) schools, providing significantly more students with access to EMT training and eligibility for the Florida EMT exam. This expansion will strengthen college and career readiness by aligning with state and local workforce demands in healthcare and emergency services.
-If the Board votes "No": Enrollment will remain limited to South Plantation High School, limiting student access to a high-demand program, reducing the District's ability to respond to increased demand from high schools, and constraining student opportunities for EMT licensure and related career pathways.

Background/History
The original agreement provided spending authority for one (1) school. Due to overwhelming student demand and strong school-level interest, SBBC now seeks approval for additional spending authority to expand access to nine (9) additional high schools. This expansion ensures equitable opportunities for students across the District to pursue healthcare pathways that lead directly into high-wage, high-demand fields.

Barry and SBBC will offer the current Emergency Medical Technician program at multiple high schools, including **Boyd Anderson High School, Charles Flanagan High School, Cooper City High School, Coral Springs High School, Deerfield Beach High School, Dillard 6-12 Magnet, Hallandale High School, Nova High School, and West Broward High School.** Additional spending authority is required to add the new schools requesting an addition to the program. This Agreement allows Barry to operate at multiple site locations and provides an opportunity for students to enroll in its Emergency Medical Technician program. Upon successful completion of the program, students will be qualified to take the State of Florida EMT Exam in compliance with Barry's licensure and accreditation with the State of Florida, Department of Health, and Bureau of Emergency Medical Services. The program prepares students for multiple career pathways, including employment as firefighter-paramedics, law enforcement officers, military service members, and emergency room technicians. Students gain both classroom instruction and hands-on clinical field experiences through Barry's established partnerships with fire departments, ambulance services, and hospitals across the region.

Agreement Term: December 17, 2024, through June 30, 2026; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

Alignment to 2027 Goals and Guardrails
Goal 4: College & Career Readiness
Guardrail 2: Equity

Measurable Outcome(s)/Return on Investment
Expanding the EMT Academy to the additional nine (9) schools will increase enrollment in a high-demand healthcare pathway, with more students becoming eligible for the Florida EMT certification exam. The program provides measurable workforce outcomes by preparing students with the skills and clinical experience needed for immediate employment or continued postsecondary study.

Financial Impact, Funding Source & Budget Status
The additional spending authority requested is $358,850. The new total award amount will be $447,000. This program is being funded by Career and Professional Education (CAPE) funding.

ACTION	BOARD DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Agreement - original spending authority request	12/17/2024	Yes	CAPE Funds Fund: 1000	$88,150	18
Additional spending authority	2/10/2026	Yes	CAPE Funds Fund: 1000	$358,850 (FY25-26)	N/A
Total Agreement Amount				**$447,000**	**18**

The financial impact amount represents an estimated Agreement value; however, the amount authorized will not exceed the estimated Agreement award amount.

Multi-year agreement: Yes/No
Yes. The original Agreement is for eighteen (18) months from December 17, 2024, through June 30, 2026, with two (2) one (1) year renewal options. The total for eighteen (18) months is now $447,000. Pricing is based on a cost per student of $2150 for a Barry University Instructor, $1250 for a High school-provided Instructor, and assumes two hundred twenty-five (225) students.

Agreement Term: December 17, 2024, through June 30, 2026; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

Procurement Method:
Pursuant to Purchasing Policy 3800, and Section III, D and E, as authorized by Rule 6A-1.012 11(b) and 14, Florida Administrative Code, the requirement of requesting competitive solicitations from three or more sources is hereby waived for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, computer software, and information technology.

Impact on Schools:
Expands EMT program access, ensuring equitable opportunities for students across the District to pursue healthcare pathways that lead directly into high-wage, high-demand fields.

If there is an impact on schools, how will schools be selected/prioritized:
All high schools were given the opportunity to show interest in bringing this program to their schools. As the schools are incurring the cost of the program, there was no prioritization in school selection.

Stakeholder Engagement/End-User Input: All high school principals were surveyed in January of 2025 to determine interest in adding the Barry University EMT program to their course offerings. Ten (10) school principals responded and have added the programs.

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
Not Applicable

Additional Backup:
Not Applicable

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	AGR25-084	**Preparation Date:**	January 7, 2025
Previous Bid # (Ex: 10-004R):		**Buyer/PA:**	CYNTHIA GOMEZ
New Bid Award Total:	$447,000	**Bid Title:**	Barry University, Inc. Emergency Medical Technician (EMT)
Previous Award Total:	$88,150		
Bid Type:	INCREASE TO BID		
Previous Bid Term (Start Date):	12/17/2024	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	6/30/2026	**# of Months Into Bid:**	13

SPEND REPORTING	
Purchase Order(s) Spend:	$0
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$0**
Average Monthly Expenditure:	$0
Unused Authorized Spending:	**$88,150**
Est. Forecasted Spend (For Entire Bid Term):	**$0**

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
	PO VENDOR SPEND:	
	P-CARD SPEND:	$ -
	TOTAL SPEND:	

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	2715097810	**Name** (First & Last)	Maria Formoso
Fund	1000	**Title**	Director
Functional Area	5103630620000000	**Department/School Name**	CTACE
Commitment Item	53380000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-8.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR26-121 - CEV Multimedia, LLC (iCEV)
ADDED

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and CEV Multimedia, LLC (iCEV), and the spending authority of $1,200,000. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement

FINANCIAL IMPACT:

$1,200,000 and is funded through CAPE funds.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 4: College & Career Readiness **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jan 27, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve Agreement with CEV Multimedia, LLC
AGR26-121 - CEV Multimedia, LLC (iCEV)

Board Meeting Date: February 10, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and CEV Multimedia, LLC (iCEV), and the spending authority of $1,200,000.

School Board Policy Requirement/Authority: Not Applicable

Statutory Requirement/Authority: Not Applicable

District-Zone Impact: District-wide

Impact of the School Board's Vote:
- If the School Board votes "Yes": Schools will continue to provide Career Technical Education (CTE) aligned online curriculum and certification opportunities through iCEV, ensuring students have access to high-quality instructional content and credentialing platforms that support college and career readiness.
- If the School Board votes "No": Students and teachers would lose access to the curriculum platform required to support numerous CTE programs and industry certification exams, impacting classroom instruction and student acceleration opportunities.

Background/History
iCEV is an online educational platform that delivers Career, Technical, Adult, & Community Education (CTACE) Department, Magnet, and Innovative curriculum programs District-wide. The curriculum aligns with the Florida Curriculum Frameworks and supports over one hundred thirty (130) career-themed courses for grades 6-12. Content is developed through collaboration with subject matter experts and educators.

iCEV provides teacher licenses for course access and serves as a testing platform for sixteen (16) career and industry certifications offered by twelve (12) industry partners.

Agreement Term: Board approval, through January 31, 2028; Small/Minority/Veterans/Women Business Enterprise Vendor(s): None.

Alignment to 2027 Goals and Guardrails:
Goal 4: College & Career Readiness
Guardrail 2: Equity

Measurable Outcome(s)/Return on Investment: The iCEV platform is expected to support more than 11,000 students annually, resulting in measurable increases in the number of industry certifications earned and improved acceleration rates District-wide. Student performance and certification data will be tracked through 2025–2026 to establish a year-over-year growth benchmark. In the 2024–2025 school year, the Ducks Unlimited Ecology & Conservation Certification had 3,895 student passers with a district pass rate of approximately 70%, generating an ROI of $1,947,500. The American Meat Science Association (AMSA) Food Safety & Science Certification had 179 student passers with a district pass rate of 60%, resulting in an ROI of $89,500. Together, these industry certifications provided significant acceleration opportunities and substantial Career and Professional Education Act (CAPE) funding returns for our district.

Financial Impact, Funding Source & Budget Status:
The total cost for this Agreement is $1,200,000 and is funded through CAPE funds.

ACTION	BOARD DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Agreement - original spending authority request	2/10/26	Yes	Fund: 1000 Cost Center: 2715097810 Functional Area: 5652630620000000 G/L Account: 57330000	$1,200,000 (FY 25-26 $600,000) (FY 26-27 $600,000)	24
Total Agreement Amount				**$1,200,000**	**24**

The financial impact amount represents an estimated Agreement value; however, the amount authorized will not exceed the estimated Agreement award amount.

Multi-year agreement: Yes
Having a multi-year Agreement is beneficial because it provides pricing stability and predictability, which helps us plan budgets more effectively and avoid unexpected cost fluctuations. This approach also ensures continuity in service without the need for frequent renegotiations.

Agreement Term: February 10, 2026, through January 31, 2028, with the option to extend for two (2) additional one (1) year periods; Small/Minority/Veterans/Women Business Enterprise Vendor(s): None.

Procurement Method:
Pursuant to Purchasing Policy 3800, and Section 6A-1.012(11)(b), Florida Administrative Code, competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

Impact on Schools:
All middle and high schools offering CTE programs may access the platform, ensuring consistency in curriculum delivery and certification testing across the District.

If there is an impact on schools, how will schools be selected/prioritized:
There will be no prioritization needed, as all high schools, technical colleges, and non-traditional centers will have full access to the iCEV curriculum.

Stakeholder Engagement/ End-User Input:
A survey was conducted. Results indicate that over eleven thousand (11,000) students across Broward County are enrolled in Environmental Science courses that are linked to the iCEV industry certifications. This data will be used to determine the number of vouchers needed per school, support pacing recommendations, and ensure accurate distribution of resources to maximize certification success.

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:
Not Applicable

Additional Backup:
Not Applicable

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	AGR26-121	**Preparation Date:**	January 14, 2026
Previous Bid # (Ex: 10-004R):	FY22-248	**Buyer/PA:**	CYNTHIA GOMEZ
New Bid Award Total:	$1,200,000	**Bid Title:**	CEV Multimedia, LLC (iCEV)
Previous Award Total:	$245,834		
Bid Type:	REPLACEMENT BID		
Previous Bid Term (Start Date):	5/17/2022	**New Bid Term (In Months):**	24
Previous Bid Term (End Date):	9/30/2025	**# of Months Into Bid:**	43

SPEND REPORTING	
Purchase Order(s) Spend:	$245,803
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$245,803**
Average Monthly Expenditure:	$5,716
Unused Authorized Spending:	**$111,428**
Est. Forecasted Spend (For Entire Bid Term):	**$137,192**

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
111428 CEV MULTIMEDIA LTD		$ 245,803
	PO VENDOR SPEND:	**$ 245,803**
	P-CARD SPEND:	**$ -**
	TOTAL SPEND:	**$ 245,803**

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	2715097810	**Name** (First & Last)	Maria Formoso
Fund	1000	**Title**	Director
Functional Area	5652630620000000	**Department/School Name**	CTACE
Commitment Item	57330000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CEV MULTIMEDIA, LLC
(hereinafter referred to as "VENDOR"),
whose principal place of business is
1020 SE Loop 289, Lubbock, Texas 79404

RECITALS

A. **WHEREAS**, VENDOR is a provider of an online educational platform that delivers academic course curriculum aligned to Florida Standards and delivers vouchers for industry certification testing for Career and Technical Education (CTE) programs; and

B. **WHEREAS**, SBBC desires to obtain and VENDOR is willing to provide teacher and student licenses for access to VENDOR's course content and testing platform for students to earn industry certifications; and

C. **WHEREAS**, pursuant to School Board Policy 3800 Section III, D and E, as authorized by Rule 6A-1.012 11(b) and 14, Florida Administrative Code the requirement of requesting competitive solicitations from three or more sources is hereby waived for the purchase of educational services and any type of copyrighted materials including, without limitation, computer software, and information technology.

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

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**.

2.1.1 The term of this Agreement commences on the date of last signature below ("Effective Date") and concludes on January 31, 2028, unless terminated earlier pursuant to section 3.5 of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional one (1) year periods.

2.2 **VENDOR Responsibilities**. VENDOR shall provide SBBC with access to its online learning platform for delivering academic course content specific to Career and Technical Education (CTE) and academic subject areas. This access will deliver comprehensive CTE and academic curriculum, including PowerPoints, instructional videos, and practice exams and industry certification vouchers.

2.2.1 VENDOR shall provide SBBC with access to the products and services listed in Table 1 below for the following academic and Career and Technical Education course content:

2.2.1.1 Agricultural Science (Environmental Science)
2.2.1.2 Family and Consumer Sciences (Culinary)

2.2.2 If requested by SBBC, VENDOR shall also provide access to curriculum packages and certification vouchers for the following additional subject areas:

2.2.2.1 Architecture
2.2.2.2 Construction
2.2.2.3 Transportation and Manufacturing
2.2.2.4 Business
2.2.2.5 Marketing
2.2.2.6 Finance
2.2.2.7 IT
2.2.2.8 Media
2.2.2.9 Career Exploration
2.2.2.10 Health Science
2.2.2.11 Law
2.2.2.12 Public Safety
2.2.2.13 Corrections and Security
2.2.2.14 STEM

TABLE 1		
Quantity	Item Number	Description
100 (bundles)	801-000	FL- Certification Subscription • Sold in bundles of 25 vouchers • Each voucher is for one testing attempt on the Food Safety and Science, or the Ecology and Conservation Industry Certification Exam • Each attempt requires one voucher
11,000 (licenses)	TK-011000-2	FL- Turnkey Package Curriculum • 1 license per student per subject • Two Subjects (Agricultural Science or Family and Consumer Science) • Includes 220 Teacher licenses • 12-month subscription • Includes lesson plans, collaborative projects, lab activities, engaging video presentations, interactive slides, formative and summative assessment

2.3 **Cost**. The annual cost of the Turnkey Package Curriculum licenses provided by VENDOR to SBBC is specified in section 2.3.1, Table 2 below in twelve (12) month subscription increments which shall be prorated for any time period of less than the full twelve (12) month time period term of this Agreement. The cost of the certification testing vouchers are priced in bundles of twenty-five (25) single-use testing vouchers at the unit prices described in Table 3 below. If additional licenses or vouchers are required, the cost of the products and/or services will be set forth in an applicable VENDOR sales order quote based upon the prices listed and described in section 2.3.2, Table 4 below.

2.3.1 The cost for the products and services provided by VENDOR for the initial subscription term is set forth in Tables 2 and 3 below.

TABLE 2				
Number of Licenses	Item Number	Description	Unit Price	Cost
11,000	TK-011000-2	FL- Turnkey Package Curriculum| 2 Subjects| 220 Teachers	$28.00 per license	$308,000.00/Year

TABLE 3				
Number of Bundles	Item Number	Description	Unit Price	Cost
100 (for initial order)	801-000	FL- Certification Testing Vouchers (25 test attempts bundle)	$875.00 per bundle	$87,500.00 (for initial order)

2.3.2 Any SBBC school or district department may purchase additional products or services requested under this Agreement using the per-item pricing listed in Table 4 below.

TABLE 4		
Item #	Description	Unit Price
TK-011000-2	FL-Turnkey Package (Curriculum)	$28.00 per student license
801-000	FL- Certification Testing Vouchers (25 test attempts bundle)	$875 for 25 single use vouchers

2.3.3 The total maximum amount not to exceed for all products or services purchased during the term of this Agreement is One Million Two Hundred Thousand Dollars and 00/100 Cents ($1,200,000.00).

2.4 **Payment**.

2.4.1 SBBC District Purchase.

INITIAL PAYMENT

2.4.1.1 Upon Board approval, the VENDOR shall submit a proper and appropriate invoice in the amount of Three Hundred Ninety-Five Thousand, Five Hundred Dollars ($395,500). SBBC will pay VENDOR within thirty (30) calendar days of the date of the invoice.

SUBSEQUENT PAYMENTS

2.4.1.2 Curriculum Package Licenses. After the initial payment, at the beginning of each subsequent term year, the VENDOR shall submit a proper and appropriate invoice in the amount of Three Hundred Eight Thousand Dollars ($308,000). SBBC will pay VENDOR within thirty (30) calendar days after receipt of the invoice.

2.4.1.3 Certification Testing Voucher Bundles. After the initial purchase, SBBC may order additional certification testing voucher bundles in increments of 25 single-use tests per bundle at the unit prices listed in Table 4 above. SBBC will pay VENDOR within thirty (30) calendar days after receipt of the invoice.

2.4.2 SBBC Department or District School Purchase:

2.4.2.1 Any SBBC school or district department may elect to purchase additional products or services requested under this Agreement. The requesting school or district department shall request a written quote from VENDOR using the per-item pricing

in Table 4 by contacting the VENDOR, that shall be used to create a valid purchase order.

2.4.2.2 SBBC will then issue a valid purchase order to VENDOR.

2.4.2.3 The respective SBBC district departments or district schools shall pay all proper and appropriate VENDOR invoices within thirty (30) calendar days after receipt of the same invoice.

2.4.3 VENDOR shall submit all invoices to the following address:

The School Board of Broward County, Florida
Accounting and Financial Reporting Department
Attn: Accounts Payable
600 S.E. 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301
frdaphelp@browardschools.com

2.5 **SBBC Disclosure of Education Records**.

2.5.1 SBBC staff will provide VENDOR with the education records in this section for the following purposes:

2.5.1.1 To allow students to access a comprehensive academic course curriculum for Career and Technical Education
2.5.1.2 To create a user account
2.5.1.3 To verify user identities
2.5.1.4 To log in to the system
2.5.1.5 To view content
2.5.1.6 To complete interactive activities, quizzes and assessments
2.5.1.7 To complete and earn a career certification(s) of completion

2.5.2 SBBC staff will provide VENDOR with the following education records via the District's Integration system:

2.5.2.1 Student First and Last Name
2.5.2.2 School Name
2.5.2.3 Student User identification (ID) number
2.5.2.4 Student email address

2.5.3 In addition to the education records being disclosed by SBBC staff in this section, students will input answers to certification pretest and final certification exams into VENDOR's online platform. VENDOR shall comply with the Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C.

6501-6505, and its corresponding Children's Online Privacy Protection Rule, 16 CFR Part 312. In instances where students under the age of thirteen (13) years enter personally identifiable work and information into VENDOR's online platform, or when VENDOR engages in passive tracking of children's personal information, SBBC shall obtain written verifiable consent from each student's parent/guardian as required by COPPA.

2.5.4 SBBC will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the education records listed in this section.

2.5.5 The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in VENDOR's privacy policies if any.

2.6 **VENDOR Safeguarding the Confidentiality of Education Records.**

2.6.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.6.1.1 fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2.6.1.2 hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

2.6.1.3 utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.6.1.4 notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at

privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.6.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.6.2.1 ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

2.6.2.2 safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

2.6.2.3 notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.6.2.4 fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

2.6.2.5 prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.6.2.6 be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

2.6.2.7 provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and

shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records;

2.6.2.8 purge education records from any media once the media is no longer in use or is to be disposed; and

2.6.2.9 return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.6.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

2.6.4 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.7 **SBBC Disclosure of Employee Records.**

2.7.1 SBBC staff will provide Vendor with the employee records in this section for the following purposes:

2.7.1.1 To create a user account for use of VENDOR license via District's Integration system and to allow employee to access to the comprehensive curriculum for Career and Technical Education

courses and Environmental Science courses

2.7.1.2 To verify user identities

2.7.1.3 To log in to the system

2.7.1.4 To view content

2.7.1.5 To implement certifications of completion

2.7.2 SBBC will provide Vendor with the following employee records, via the District's Integration system:

2.7.2.1 Employee first and last name.

2.7.2.2 Employee's school email address

2.7.2.3 Name of school

2.7.2.4 Employee's Username

2.7.3 The requirements of this section shall supersede any uses and disclosures of employee records as listed in VENDOR's privacy policies, if any.

2.7 **VENDOR Safeguarding the Confidentiality of Employee Records.**

2.8.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.8.1.1 fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

2.8.1.2 hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

2.8.1.3 only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

2.8.1.4 notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.8.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.8.2.1 protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

2.8.2.2 notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.8.2.3 prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

2.8.2.4 be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

2.8.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.9 **VENDOR's Re-Disclosure of SBBC Education Records and Employee Records.**

VENDOR will re-disclose the education records and employee records listed in this agreement to Smooth Fusion for database maintenance, Simpatico and MS Azure for hosting support.

2.10 **Third Party Name Safeguarding the Confidentiality of Education Records and Employee Records.**

For any and all education records and employee records that Vendor rediscloses to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, Vendor shall ensure that those third parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. Vendor shall take any and all responsibility for the negligent act(s) or omissions of any and all third parties that it utilizes to comply with the terms of this Agreement.

2.11 **Assessment of Data Protection Controls**.

2.11.1 VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's

subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or any of VENDOR's subcontractors with access to SBBC data under this Agreement.

2.11.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.11.2.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.11.2.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.11.2.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.11.2.4 Monitoring compliance with established security controls.

2.11.3 VENDOR and/or VENDOR's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.12 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this

Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.12.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.12.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.12.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.12.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.12.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.12.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to

this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.12.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.13 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.14 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.15 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that

Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.16 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity

required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.17 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.18 **Proprietary Information**.

2.18.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes,

except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.18.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.19 **Indemnification**. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment, and for any damages resulting from said negligence. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.20 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.20.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.20.2 Professional Liability/Technology Errors & Omissions. VENDOR shall have and maintain Professional Liability/Technology Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.20.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.20.4 Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: CEV MULTIMEDIA, LLC does not own any vehicles. If CEV MULTIMEDIA, LLC acquires any vehicles during the term of the Agreement, CEV MULTIMEDIA, LLC agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.20.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.20.6 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. Post award you will receive an email including a link to upload (drag and drop) your certificate of insurance

2.20.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.20.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.20.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.20.7.3 Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave-11th Floor, Fort Lauderdale, FL 33301.

2.20.8 Cancellation of Insurance. CEV MULTIMEDIA, LLC is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.20.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.21 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.22 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.23 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.24 **Incorporation by Reference**. Attachment A attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes

any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

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

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Reason: CEV Agreement
Date: 2026.01.14 08:12:08 -05'00'

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

CEV MULTIMEDIA, LLC

By: _____

Corporate Secretary Signature

-or-

Witness Signature

Print Name: Dusty Moore

Witness Signature

Print Name: Heather Martin

Print Name: Bryce Moore

Title: COO

Date: 1/13/2026

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Texas

COUNTY OF Lubbock

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this Jan. 13th 2026 (*date*) by Bryce Moore (*name of officer or agent, title of officer or agent*) of CEV multimedia, LLC (*name of corporation acknowledging*), a Texas Limited Liability Company (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced _____ (*type of identification*) as identification and who did first take an oath this 13th day of January, 2026.

My Commission Expires:

Signature – Notary Public

(SEAL)

CHERYL R. FINKBONE
Notary Public, State of Texas
Comm. Expires 04-13-2027
Notary ID 126076681

Cheryl R. Finkbone

Printed Name of Notary

126076681

Notary's Commission No.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	RR. Resolutions
DEPARTMENT:	Treasurer's Office

Agenda Item Number:	RR-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Resolution No. 26-126 - Energy Lease Purchase Financing #5
This is a companion item to OO-1.

REQUESTED ACTION:

Adopt Resolution No. 26-126 - Energy Lease Purchase Financing #5; District-wide

RATIONALE:

For the Requested Action, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment and Financial Impact, please see the Executive Summary. The attached documents have been reviewed and approved as to form and legal content by Bond Counsel.

EXHIBITS:

- Executive Summary
- Resolution 26-126
- Forms of Exhibits A-D

FINANCIAL IMPACT:

Approximately $45,000 in Bond and Special Tax Counsel fees will be paid from the Treasurer's Office budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir Johnson	Phone:	754-321-1990
Name:	Ivan Perrone	Phone:	754-321-1980

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Romaneir Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

EXECUTIVE SUMMARY

Resolution No. 26-126 – Energy Lease Purchase Financing #5

Board Meeting Date: February 10, 2026

Requested Action: Adopt Resolution No. 26-126 – Energy Lease Purchase Financing #5

School Board Policy Requirement/Authority: Not Applicable

Statutory Requirement/Authority: Not Applicable

District-zone Impact: District-wide

Impact of the School Board's Vote:

- If the School Board votes "Yes": This will allow the District to provide the financing structure required for Energy Lease Purchase Financing Schedule #5 (Phase V), which is accompanied by Procurement's February 10, 2026 RSBM agenda item OO-1. This item RR-1 is contingent upon approval of Procurement's February 10, 2026 RSBM agenda item OO-1. (This is the financing component of agenda item OO-1.)

- If the School Board votes "No": This will not allow the District to provide the financing structure required for Energy Lease Purchase Financing Schedule #5 (Phase V), which is required in conjunction with Procurement's February 10, 2026 RSBM agenda item OO-1. This item RR-1 is contingent upon approval of Procurement's February 10, 2026 RSBM agenda item OO-1.

Background/History: The original Master Energy Lease financing was approved in conjunction with Procurement's May 19, 2020 RSBM agenda item E-10. Recommendation for Master Services Contract for Guaranteed Energy Performance Contracting Services (Phase 1) with Johnson Controls, Inc (JCI). This was authorized by Section 1013.23 Florida Statutes, entitle "Energy Efficiency Contracting."

Energy Lease Purchase Financing #2 (Phase II) was approved in conjunction with Procurement's December 14, 2021 RSBM agenda item OO-1.

Energy Lease Purchase Financing #3 (Phase III) was approved in conjunction with Procurement's February 15, 2023 RSBM agenda item OO-3.

Energy Lease Purchase Financing #4 (Phase IV) was approved in conjunction with Procurement's July 23, 2024 RSBM agenda item OO-6.

The District unanimously approved the next phase of services (Phases V - IX). The Project Development Plan (PDP) entered into by the District and JCI approved by the Board on August 19, 2025 RSBM agenda item OO-18, allows JCI to perform work related to the installation of improvement measures, which shall reduce energy consumption and produce a cost savings at certain facilities.

Alignment to 2027 Goals and Guardrails: Business Operations

Measurable Outcome(s)/Return on Investment:
The Energy Lease Purchase Financing (ELPF) has a similar structure to the District's current master equipment lease with Banc of America Public Capital Corp (BAPCC) for the current lease financing technology, buses, vehicles, etc. (i.e., escrow agreement, master lease, lease schedules, etc.). The unique relationship between this financing and the guaranteed energy cost savings by JCI dictates that we utilize BAPCC for the ELPF.

The following terms were offered by BAPCC for ELPF #5:

- Fixed Rate
- 15 years
- 4.264% interest rate
- Amount of lease: $14,760,460

The interest rate received is competitive based on recent comparable transactions of similar size and terms. The District's long-standing partnership with BAPCC provides the District with the most favorable rates.

Financial Impact, Funding Source & Budget Status: Approximately $45,000 in Bond and Special Tax Counsel fees will be paid from the Treasurer's Office budget. Once Phases V construction is completed, the guaranteed utility savings is projected to offset or exceed the payments on this lease; therefore, making it a cost neutral or positive savings for the District.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original spending authority request	2/10/2026	Yes	Treasurer's Office Budget	$45,000	1
First Amendment/Renewal - additional spending authority	N/A	N/A	N/A	N/A	N/A

Second Amendment/Renewal -additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	—	—	—	$45,000	

Multi-year agreement: N/A

Procurement Method: N/A

Impact on Schools: N/A

If there is an impact on schools, how will schools be selected/prioritized: N/A

Stakeholder Engagement/ End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: N/A

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

RESOLUTION NO. 26-126

A RESOLUTION OF THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT SCHEDULE NO. 5 TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT WITH BANC OF AMERICA PUBLIC CAPITAL CORP AND RELATED AGREEMENTS WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN ENERGY SERVICES EQUIPMENT IN AN AGGREGATE AMOUNT NOT EXCEEDING $14,760,460; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT, A FOURTH AMENDMENT TO THE MASTER SERVICES CONTRACT WITH JOHNSON CONTROLS, INC. AND RELATED DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING INCIDENTAL ACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The School Board of Broward County, Florida ("Lessee"), as the governing body of the School District of Broward County, Florida (the "District"), a political subdivision of the State of Florida, is authorized by the laws of the State of Florida and in particular Sections 1001.32(2) and 1001.42(2) to purchase, acquire and lease personal property for the benefit of Lessee and the District and to enter into contracts with respect thereto; and

WHEREAS, in order to purchase, acquire and lease certain energy services equipment Lessee entered into a Master Services Contract for Guaranteed Energy Performance Contracting Services ("Energy Performance-Based Contract") with Johnson Controls, Inc. (the "Energy Performance Contractor") dated as of May 29, 2020, as amended by the First Amended Energy Performance-Based Contract (as defined herein), dated as of December 14, 2021; and

WHEREAS, Lessee purchased, acquired and leased certain energy services equipment at nine (9) schools throughout the District in the aggregate amount of $4,543,100 constituting personal property necessary for Lessee to perform essential governmental functions (the "Schedule No. 1 Equipment"); and

WHEREAS, in order to finance the Schedule No. 1 Equipment, Lessee entered into a Master Equipment Lease/Purchase Agreement (the "Master Lease"), a Payment Schedule ("Payment Schedule") and Equipment Schedule No. 1 (the "Schedule No. 1"), with Banc of America Public Capital Corp ("Lessor"), each dated as of May 29, 2020; and

WHEREAS, Lessee purchased, acquired and leased certain energy services equipment at twenty-one (21) schools throughout the District in the aggregate amount of $10,262,600 constituting personal property necessary for Lessee to perform essential governmental functions (the "Schedule No. 2 Equipment"); and

WHEREAS, in order to acquire the Schedule No. 2 Equipment, Lessee entered into a First Amendment to the Energy Performance-Based Contract with the Energy Performance Contractor (the "First Amended Energy Performance-Based Contract"); and

WHEREAS, in order to finance the Schedule No. 2 Equipment, Lessee entered into a Payment Schedule and an Equipment Schedule No. 2 to the Master Lease (the "Schedule No. 2") with Lessor; and

WHEREAS, Lessee purchased, acquired and leased certain energy services equipment at twenty-three (23) schools throughout the District in the aggregate amount of $11,187,200 constituting personal property necessary for Lessee to perform essential governmental functions (the "Schedule No. 3 Equipment"); and

WHEREAS, in order to acquire the Schedule No. 3 Equipment, Lessee entered into a Second Amendment to the Energy Performance-Based Contract with the Energy Performance Contractor; and

WHEREAS, in order to finance the Schedule No. 3 Equipment, Lessee entered into a Payment Schedule and an Equipment Schedule No. 3 to the Master Lease with Lessor; and

WHEREAS, Lessee purchased, acquired and leased certain energy services equipment at thirty-one (31) schools throughout the District in the aggregate amount of $16,962,273 constituting personal property necessary for Lessee to perform essential governmental functions (the "Schedule No. 4 Equipment"); and

WHEREAS, in order to acquire the Schedule No. 4 Equipment, Lessee entered into a Third Amendment to the Energy Performance-Based Contract with the Energy Performance Contractor; and

WHEREAS, in order to finance the Schedule No. 4 Equipment, Lessee entered into a Payment Schedule and an Equipment Schedule No. 4 to the Master Lease with Lessor; and

WHEREAS, Lessee desires to purchase, acquire and lease certain additional energy services equipment at twenty (20) schools throughout the District in the aggregate amount of $14,760,460 constituting personal property necessary for Lessee to perform essential governmental functions (the "Schedule No. 5 Equipment"); and

WHEREAS, in order to acquire the Schedule No. 5 Equipment, Lessee proposes to enter into a Fourth Amendment to the Energy Performance-Based Contract with the Energy Performance Contractor (the "Fourth Amended Energy Performance-Based Contract"), the form of which is attached hereto as **Exhibit A**; and

WHEREAS, in order to finance the Schedule No. 5 Equipment, Lessee proposes to enter into a Payment Schedule and an Equipment Schedule No. 5 to the Master Lease (the "Schedule No. 5") with Lessor, the form of which is attached hereto as **Exhibit B**; and

WHEREAS, the funds made available under Schedule No. 5 will be deposited with Argent Institutional Trust Company, a Florida trust company (the "Escrow Agent"), pursuant to an Escrow Agreement among Lessee, Lessor and the Escrow Agent (the "Escrow Agreement"), the form of

which is also attached hereto as **Exhibit C**; and

WHEREAS, such funds deposited with the Escrow Agent will be applied to the acquisition of the Schedule No. 5 Equipment in accordance with the Escrow Agreement; and

WHEREAS, there has been presented by Lessor to Lessee a term sheet dated January 20, 2026, containing the financial terms upon which Lessor is willing to lease the Equipment to Lessee, a form of which is attached hereto as **Exhibit D**; and

WHEREAS, Lessee deems it for the benefit of Lessee and for the efficient and effective administration thereof to enter into the Fourth Amended Energy Performance-Based Contract, and Schedule No. 5 attached thereto, and the Escrow Agreement for the acquisition, purchase, financing and leasing of the Schedule No. 5 Equipment therein described on the terms and conditions provided therein and in Exhibit D;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by The School Board of Broward County, Florida as follows:

Section 1. **Findings and Determinations**. It is hereby found and determined that the terms of the Fourth Amended Energy Performance-Based Contract, Schedule No. 5 and the form of Payment Schedule, both attached thereto, and the Escrow Agreement in the forms presented to the Lessee at this meeting, are in the best interests of the Lessee for the acquisition financing and leasing of the Schedule No. 5 Equipment.

Section 2. Approval of the Fourth Amended Energy Performance-Based Contract. The form, terms and provisions of the Fourth Amended Energy Performance-Based Contract as provided therein are hereby approved in substantially the form presented at this meeting as **Exhibit A**, with such insertions, omissions and changes as shall be approved by the Superintendent of Schools of Lessee, the execution of such document being conclusive evidence of such approval; and the Chair of Lessee is hereby authorized and directed to execute, and the Secretary of Lessee is hereby authorized and directed to attest and countersign, the Escrow Agreement and to deliver the Escrow Agreement to the Energy Performance Contractor, and the Secretary of Lessee is hereby authorized to affix the seal of Lessee to such document.

Section 3. Approval of Schedule No. 5. Lessee hereby approves the execution of Schedule No. 5 for an amount not to exceed $14,760,460. The form, terms and provisions of the Master Lease, Schedule No. 5 and the Payment Schedule as provided therein, are hereby approved in substantially the form presented at this meeting as **Exhibit B**, with such insertions, omissions and changes as shall be approved by the Superintendent of Schools of Lessee, the execution of such document being conclusive evidence of such approval; and the Chair of Lessee is hereby authorized and directed to execute, and the Secretary of Lessee is hereby authorized and directed to attest and countersign, the Schedule No. 5 to the Master Lease and to deliver the Schedule No. 5 to the Master Lease to Lessor, and the Secretary of Lessee is hereby authorized to affix the seal of Lessee to such document.

Section 4. Approval of Escrow Agreement. The form, terms and provisions of the Escrow Agreement as provided therein are hereby approved in substantially the form presented at this meeting as **Exhibit C**, with such insertions, omissions and changes as shall be approved by the Superintendent of Schools of Lessee, the execution of such document being conclusive evidence of such approval; and the Chair of Lessee is hereby authorized and directed to execute, and the Secretary of Lessee is hereby authorized and directed to attest and countersign, the Escrow Agreement and to deliver the Escrow Agreement to the respective parties thereto, and the Secretary of Lessee is hereby authorized to affix the seal of Lessee to such document.

Section 5. Private Negotiated Financing. It is hereby found and declared that a private negotiated financing through the Schedule No. 5 of the Master Lease is in the best interest of Lessee and is found to be necessary on the basis of the following reasons, as to which specific findings are hereby made:

Due to (i) the volatility of the market for "annual appropriation" securities such as the Master Lease, (ii) the unique program of the Energy Performance Contractor under which energy savings will offset the cost of the Schedule No. 5 Equipment, (iii) the limited number of institutions engaged in the business of financing governmental equipment leases and the limited remedies under the Master Lease, the Lessee must be able to execute transactions at the most advantageous times, rather than at specific advertised dates, thereby permitting Lessee to obtain the best possible price and other terms for the Schedule No. 5 of the Master Lease.

Section 6. Other Actions Authorized. The officers and employees of Lessee including, without limitation, the Chair, Vice Chair, Secretary, Superintendent, the Chief Financial Officer, the Treasurer and the Office of the General Counsel are hereby authorized to take all action necessary or reasonably required by the parties to the Fourth Amended Energy Performance-Based Contract, the Schedule No. 5 to the Master Lease and the Escrow Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of one or more Schedules of Property, Acceptance Certificates, Incumbency Certificates, Payment Schedules, Disbursement Requests and any tax certificates and agreements, as contemplated in the Master Lease) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with such documents.

Section 7. No General Liability. Nothing contained in this Resolution, the Fourth Amended Energy Performance-Based Contract, the Master Lease, the Escrow Agreement nor any other instrument shall be construed with respect to Lessee as incurring a pecuniary liability or charge upon the general credit of Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Fourth Amended Energy Performance-Based Contract, the Master Lease, Schedule No. 5, the Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Master Lease are special limited obligations of Lessee, subject to annual appropriation as provided in the Master Lease.

Section 8. Appointment of Authorized Lessee Representatives. The Superintendent, the Chief Financial Officer and the Treasurer of Lessee are each hereby designated to act as authorized representatives of Lessee for purposes of the Master Lease and Schedule No.

5 until such time as Lessee shall designate any other or different authorized representative for purposes of the Master Lease.

Section 9. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 10. Repealer. All resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent of such inconsistency.

Section 11. Open Meetings. It is hereby found and determined that all formal actions of Lessee concerning and relating to the adoption of this Resolution and the consummation of the transactions contemplated by this Resolution, and all deliberations of Lessee that resulted in such formal action were adopted in compliance with all legal requirements, including, without limitation, the provisions of Chapter 286, Florida Statutes.

Section 12. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

Adopted this 10th day of February, 2026.

[SEAL]

_____
Sarah Leonardi, Chair
The School Board of Broward County, Florida

Attest:

_____
Dr. Howard Hepburn, Secretary
The School Board of Broward County, Florida

EXHIBIT A

Form of Fourth Amended Energy Performance-Based Contract

FOURTH AMENDMENT TO MASTER SERVICES CONTRACT FOR GUARANTEED ENERGY PERFORMANCE CONTRACTING SERVICES

THIS FOURTH AMENDMENT TO MASTER SERVICES CONTRACT FOR GUARANTEED ENERGY PERFORMANCE CONTRACTING SERVICES ("MASTER AGREEMENT") is made and entered into as of this ____ day of _____, 2026, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC OR CUSTOMER"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

JOHNSON CONTROLS, INC.
(hereinafter referred to as "CONTRACTOR OR JCI"),
having a place of business at
15901 SW 29TH St., Suite #801, Miramar, FL 33027

WHEREAS, SBBC and JCI entered into the Master Agreement dated May 19, 2020, as amended by the First Amendment dated December 14, 2021; the Second Amendment dated June 22, 2023, and the Third Amendment dated July 25, 2024 (hereafter "Agreement"); and

WHEREAS, the Agreement is for energy and utility conservation measures in educational facilities to reduce the amount of energy consumed and produce immediate and long-term savings; and

WHEREAS, on August 19, 2025, in accordance with and pursuant to Section 489.145, Florida Statutes, SBBC and JCI entered into a Project Development Agreement (the "Phase V PDA") pursuant to which JCI agreed to provide a Detail Development Summary (the "Report") for energy cost savings for an additional phase of work; and

WHEREAS, as authorized in the Phase V PDA, SBBC desires to retain JCI to perform the work specified in Article 1 (Scope of Work) hereto (the "Phase V Work") relating to the installation of the improvement measures (the "Improvement Measures") described therein; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement with respect to the Phase V Work through this Fourth Amendment to the Agreement (hereafter "Fourth Amendment").

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

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

As authorized in the Master Agreement recital 33 – Modifications, SBBC and JCI agree to add the locations outlined below to the Agreement to install the improvement measures specified in Schedule 1 attached hereto at the following schools:

#	School Name
1	Annabel C Perry PreK-8
2	Apollo MS
3	Attucks MS
4	Bair MS
5	Coral Glades HS
6	Croissant Park ES
7	Crystal Lake MS
8	Cypress Bay HS
9	Dave Thomas West Center
10	Falcon Cove MS
11	Lakeside ES
12	Lauderhill 6-12
13	Miramar HS
14	Nova MS
15	Piper HS
16	Pompano Beach HS
17	Riverland ES
18	Seagull School
19	Virginia S Young Montessori
20	Wingate Oaks Ctr

The Agreement shall be amended by adding the following Articles, identified below and attached hereto, with respect to the Phase V Work:

Article 1 – Scope of Work
Article 2 – Assured Performance Guarantee
Article 3 – Customer Responsibilities
Article 4 – Price and Payment Terms

SBBC shall issue a Notice to Proceed for the Phase V Work to JCI prior to commencement of such work and shall execute a Certificate of Substantial Completion and a Certificate of Final Completion related to such work. The Warranty Period and Guarantee Term for the Phase V work shall be based on the date of Substantial Completion of such Phase V work. For the avoidance of doubt, the Phase V Work is separate and distinct from the phases of work previously performed, or in the process of being performed, under the Agreement.

1.03 **Cost of Services.** SBBC shall pay JCI for services rendered for the Phase V Work and related M&V Services in accordance to the attached Article 4 under this Fourth Amendment.

1.04 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

a) This Fourth Amendment to Agreement; **then**
b) the Agreement.

1.05 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect. This Fourth Amendment shall have no effect on the Work being performed in accordance with the original schedules attached to the Agreement or the schedules attached to the Second Amendment.

1.06 **Authority.** Each person signing this Fourth Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Fourth Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Fourth Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Fourth Amendment to Agreement on the date first above written.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Sarah Leonardi, Chair

ATTEST:

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR:

(Corporate Seal)

JOHNSON CONTROLS, INC.

ATTEST:

By_____
Signature

_____
, Secretary

Printed Name: _____

-or-

Title: _____

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____(date) by _____ (name of officer/agent and title of officer/agent) of _____ (name of corporation acknowledging), a _____(state or place of incorporation) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced _____(type of identification) as identification and who did/ did not first take an oath this _____day of _____, 2026.

My Commission Expires:

_____
Signature – Notary Public

(SEAL)

_____
Printed Name of Notary

_____
Notary's Commission No.

Article 1. SCOPE OF WORK

Scope of Work Summary	
FIM – 1	LED Lighting Upgrades
FIM – 2	Water Conservation
FIM – 3	Compactors

FIM–1: LED Lighting Upgrades

This Scope of Work includes materials and labor for the following:

Materials and labor to perform the lighting system improvements as detailed in *FIM-1 Appendix*. Space generalizations are described below. These generalizations apply only to areas and fixtures specified in *FIM-1 Appendix.*

- Fluorescent T8 and T12 lamps will be eliminated in specified areas and new LED technology T8 tubes, retrofit kits, or new fixtures will be installed. For new LED tube locations, the existing T8 ballasts will be removed. Existing incandescent and compact fluorescent lamps will be replaced with high efficiency LED lamps or replaced with new LED recessed can kits (only for existing specified recessed-can fixtures).
- Gym high bay fixtures not currently fitted with LED technology fixtures will be replaced with new high bay LED technology fixtures.
- Exterior wall pack fixtures not currently fitted with LED technology will be replaced with new LED wall pack fixtures.
- Exterior pole metal halide and high pressure sodium shoebox fixtures will be replaced with new LED shoebox, cobra head, or slip-fitter type fixtures.
- Exterior metal halide can fixtures will be replaced with LED recessed can kits.
- Wireless ceiling motion sensors or wall switch sensors will be installed based on room size and relative space usage. Gyms getting new LED fixtures will have fixture-mounted occupancy sensors. For complete sensor locations and type see *FIM-1 Appendix*

The following table provides a summary of the quantities of fixtures improved by these upgrades.

Column Header Descriptions
“Add" denoted the install of sockets.
“New Fixture” denotes a new fixture installation.
“Retrofit” denotes a TLED retrofit and also HID or CLF to LED relamps where the HID ballast is removed.
“Retrofit with Kit” denotes recessed can fixtures retrofit with a LED retrofit kit and the use of a LED door kit or a reflector kit in addition to the TLED retrofit.
“Relamp” denotes screw-in replacements in fixtures with no existing ballasts (incandescent fixtures, CFLs, Halogens).

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
Annabel C. Perry PreK-8				**17**	**157**	**1755**	**261**	**2190**
SEN - Sensor/Controls							261	261
CF - Compact Fluorescent				2				2
ECF - Exit Sign					69			69
EMG - Frogeye					24			24
FT12 - T12 and other Linear Fluorescent						1168		1168
FT8 - T8 Linear Fluorescent						585		585
FU - U-Tube Fluorescent						2		2
H - Halogen Incandescent				13	10			23
I - Standard Incandescent				2				2
LED					54			54
Annabel C. Perry PreK-8 - EXTERIOR					**213**			**213**
FT12 - T12 and other Linear Fluorescent					1			1
FT8 - T8 Linear Fluorescent					1			1
H - Halogen Incandescent					2			2
HPS - High Pressure Sodium					5			5
LED					204			204
Apollo MS	**84**	**32**	**85**	**17**	**409**	**2503**	**308**	**3438**
Replace Sensor	84							84
SEN - Sensor/Controls							308	308
CF - Compact Fluorescent			85			1		86
ECF - Exit Sign					85			85
EMG - Frogeye					111			111
FT12 - T12 and other Linear Fluorescent					2	1		3
FT8 - T8 Linear Fluorescent						2499		2499
H - Halogen Incandescent				7				7
I - Standard Incandescent				10				10
LED		14			210			224
MH Metal Halide Fixtures		18				2		20
Apollo MS - EXTERIOR		**50**	**2**	**1**	**54**			**107**
CF - Compact Fluorescent		2	2					4
FT8 - T8 Linear Fluorescent		13						13
I - Standard Incandescent		5		1				6
LED					54			54
MH Metal Halide Fixtures		30						30
Attucks MS			**9**	**24**	**306**	**2928**	**327**	**3594**

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
SEN - Sensor/Controls							327	327
CF - Compact Fluorescent			9		6	1		16
ECF - Exit Sign					98			98
EMG - Frogeye					1			1
FT12 - T12 and other Linear Fluorescent						695		695
FT8 - T8 Linear Fluorescent					2	2208		2210
H - Halogen Incandescent				21				21
I - Standard Incandescent				3				3
LED					184			184
LED Tube					15			15
MV Mercury Vapor						24		24
Attucks MS - EXTERIOR		**69**			**130**	**2**		**201**
EMG - Frogeye					1			1
FT8 - T8 Linear Fluorescent		4				2		6
HPS - High Pressure Sodium		7						7
LED					120			120
MH Metal Halide Fixtures		58			9			67
Bair MS	**8**	**20**		**14**	**234**	**2093**	**346**	**2715**
Replace Lens	8							9
SEN - Sensor/Controls					8		346	354
CF - Compact Fluorescent					2			2
ECF - Exit Sign					128			128
EMG - Frogeye					4			4
FT12 - T12 and other Linear Fluorescent						2		2
FT8 - T8 Linear Fluorescent					39	2091		2130
I - Standard Incandescent				14				14
LED					15			15
LED Tube					36			36
MH Metal Halide Fixtures		20						20
Bair MS - EXTERIOR		**73**			**16**			**89**
CF - Compact Fluorescent		2						2
FT8 - T8 Linear Fluorescent		71						71
LED					15			15
MH Metal Halide Fixtures					1			1
Coral Glades HS		**49**	**139**	**55**	**313**	**4086**	**387**	**5029**
SEN - Sensor/Controls							387	387
CF - Compact Fluorescent			139					139
ECF - Exit Sign					137			137
FT8 - T8 Linear Fluorescent					26	4086		4112

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
H - Halogen Incandescent				25	10			35
I - Standard Incandescent				30				30
LED		46			140			186
MH Metal Halide Fixtures		3						3
Coral Glades HS - EXTERIOR		**133**	**6**		**152**			**291**
CF - Compact Fluorescent		98			8			106
FT8 - T8 Linear Fluorescent		9						9
HPS - High Pressure Sodium		24						24
LED					144			144
MH Metal Halide Fixtures		2	6					8
Croissant Park ES	**4**	**11**	**8**	**4**	**99**	**1808**	**204**	**2138**
Replace Lens	4							4
SEN - Sensor/Controls							204	204
CF - Compact Fluorescent		11	8			1		20
ECF - Exit Sign					35			35
EMG - Frogeye					9			9
FT8 - T8 Linear Fluorescent					3	1807		1810
H - Halogen Incandescent					32			32
I - Standard Incandescent				4				4
LED					20			20
Croissant Park ES - EXTERIOR		**212**	**11**		**22**			**245**
CF - Compact Fluorescent		12						12
FT8 - T8 Linear Fluorescent		111						111
HPS - High Pressure Sodium		89	11		10			110
LED					12			12
Crystal Lake MS	**11**	**3**		**21**	**253**	**2629**	**438**	**3355**
Replace Lens	11							11
SEN - Sensor/Controls							438	438
CF - Compact Fluorescent		3						3
ECF - Exit Sign					92			92
EMG - Frogeye					34			34
FT12 - T12 and other Linear Fluorescent					2	2395		2397
FT8 - T8 Linear Fluorescent						234		234
H - Halogen Incandescent				8				8
I - Standard Incandescent				13	4			17
LED					120			120
LED Tube					1			1
Crystal Lake MS - EXTERIOR		**90**	**28**	**20**	**67**	**12**		**217**
CF - Compact Fluorescent			16					16

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
FT8 - T8 Linear Fluorescent		59						59
I - Standard Incandescent				20				20
LED					61			61
MH Metal Halide Fixtures		31	12		6	12		61
Cypress Bay HS	**11**		**432**	**6**	**278**	**4149**	**688**	**5564**
Replace Lens	11							11
SEN - Sensor/Controls					1		688	689
CF - Compact Fluorescent			320					320
ECF - Exit Sign					144			144
EMG - Frogeye					34			34
FT12 - T12 and other Linear Fluorescent					8	4		12
FT8 - T8 Linear Fluorescent					8	4145		4153
H - Halogen Incandescent			112					112
I - Standard Incandescent				6	3			9
LED					76			76
LED Tube					4			4
Cypress Bay HS - EXTERIOR		**231**			**294**	**7**		**532**
FT8 - T8 Linear Fluorescent		5				7		12
HPS - High Pressure Sodium		208						208
LED					229			229
MH Metal Halide Fixtures		18			65			83
Dave Thomas West Center			**9**	**13**	**84**	**1206**	**216**	**1528**
SEN - Sensor/Controls							216	216
CF - Compact Fluorescent			9					9
ECF - Exit Sign					41			41
EMG - Frogeye					7			7
FT12 - T12 and other Linear Fluorescent					4			4
FT8 - T8 Linear Fluorescent						1206		1206
H - Halogen Incandescent				12	3			15
I - Standard Incandescent				1				1
LED					29			29
Dave Thomas West Center - EXTERIOR		**75**	**5**		**71**			**151**
CF - Compact Fluorescent		57	5					62
HPS - High Pressure Sodium		18			3			21
LED					68			68
Falcon Cove MS		**15**	**30**	**6**	**1004**	**2991**	**480**	**4526**
SEN - Sensor/Controls							480	480
CF - Compact Fluorescent			30		12			42

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
ECF - Exit Sign					136			136
EMG - Frogeye					5			5
FT8 - T8 Linear Fluorescent					3	2991		2994
H - Halogen Incandescent				6				6
LED					836			836
LED Tube					12			12
MH Metal Halide Fixtures		15						15
Falcon Cove MS - EXTERIOR		**44**	**8**		**283**			**335**
CF - Compact Fluorescent		2	8					10
FT8 - T8 Linear Fluorescent		31						31
HPS - High Pressure Sodium		11						11
LED					282			282
MH Metal Halide Fixtures					1			1
Lakeside ES			**1**		**174**	**2071**	**232**	**2478**
SEN - Sensor/Controls							232	232
CF - Compact Fluorescent			1					1
ECF - Exit Sign					39			39
EMG - Frogeye					3			3
FT8 - T8 Linear Fluorescent					1	2071		2072
LED					131			131
Lakeside ES - EXTERIOR					**61**			**61**
LED					61			61
Lauderhill 6-12	**21**	**18**	**88**	**2**	**295**	**2276**	**255**	**2955**
Replace Lens	21							21
SEN - Sensor/Controls					3		255	258
CF - Compact Fluorescent		18	88	1	2	54		163
ECF - Exit Sign					82			82
EMG - Frogeye					16			16
FT12 - T12 and other Linear Fluorescent						2		2
FT8 - T8 Linear Fluorescent					22	2220		2242
I - Standard Incandescent				1				1
LED					169			169
LED Tube					1			1
Lauderhill 6-12 - EXTERIOR		**57**			**39**			**96**
CF - Compact Fluorescent		16						16
FT8 - T8 Linear Fluorescent		31						31
LED					38			38
MH Metal Halide Fixtures		10			1			11
Miramar HS	**85**	**10**	**71**	**48**	**619**	**3655**	**741**	**5229**

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
Replace Lens	85							85
SEN - Sensor/Controls							741	741
CF - Compact Fluorescent		1	71	17				89
ECF - Exit Sign					131			131
EMG - Frogeye					22			22
FT12 - T12 and other Linear Fluorescent						20		20
FT8 - T8 Linear Fluorescent					6	3624		3630
FU - U-Tube Fluorescent						11		11
H - Halogen Incandescent				4	24			28
I - Standard Incandescent				27	13			40
LED					359			359
LED Tube					28			28
LED Tube					36			36
MH Metal Halide Fixtures		9						9
Miramar HS - EXTERIOR		**129**	**42**		**119**	**9**		**299**
CF - Compact Fluorescent			18					18
EMG - Frogeye					8			8
FT8 - T8 Linear Fluorescent		126				9		135
HPS - High Pressure Sodium			20					20
LED					111			111
MH Metal Halide Fixtures		3	4					7
Nova MS	**23**	**16**	**71**	**36**	**170**	**1752**	**332**	**2400**
Replace Lens	23							23
SEN - Sensor/Controls					9		332	341
CF - Compact Fluorescent			71					71
ECF - Exit Sign					45			45
EMG - Frogeye					34			34
FT12 - T12 and other Linear Fluorescent					28	1347		1375
FT8 - T8 Linear Fluorescent					12	403		415
FU - U-Tube Fluorescent						2		2
I - Standard Incandescent				36				36
LED					42			42
MH Metal Halide Fixtures		16						16
Nova MS - EXTERIOR		**82**	**11**	**11**	**81**	**25**		**210**
CF - Compact Fluorescent		17	11			25		53
FT8 - T8 Linear Fluorescent		65						61
I - Standard Incandescent				11				11
LED					81			81
Piper HS	**9**		**22**	**58**	**718**	**4508**	**515**	**5830**

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
Replace Lens	9							9
SEN - Sensor/Controls							515	515
CF - Compact Fluorescent			22			4		26
ECF - Exit Sign					225			225
EMG - Frogeye					88			88
FT12 - T12 and other Linear Fluorescent						2		2
FT8 - T8 Linear Fluorescent					1	4477		4478
H - Halogen Incandescent					78			78
I - Standard Incandescent				58				58
LED					326			326
MH Metal Halide Fixtures						25		25
Piper HS - EXTERIOR		**31**	**35**		**255**	**43**		**364**
CF - Compact Fluorescent			7					7
FT8 - T8 Linear Fluorescent		22				3		25
LED					234			234
MH Metal Halide Fixtures		9	28		21	40		98
Pompano Beach HS		**29**	**338**	**26**	**268**	**3125**	**501**	**4287**
SEN - Sensor/Controls							501	501
CF - Compact Fluorescent		9	338			4		351
ECF - Exit Sign					127			127
EMG - Frogeye					33			33
FT12 - T12 and other Linear Fluorescent						21		21
FT8 - T8 Linear Fluorescent					11	2961		2972
FU - U-Tube Fluorescent						139		139
H - Halogen Incandescent				25	31			56
I - Standard Incandescent				1				1
LED		10			65			75
LED Tube					1			1
MH Metal Halide Fixtures		10						10
Pompano Beach HS - EXTERIOR		**193**	**48**		**23**	**7**		**271**
CF - Compact Fluorescent		120	36					156
FT8 - T8 Linear Fluorescent		40						40
HPS - High Pressure Sodium		5						5
LED					23			23
MH Metal Halide Fixtures		28	12			7		47
Riverland ES	**12**			**10**	**68**	**1456**	**146**	**1692**
Replace Lens	12							12
SEN - Sensor/Controls							146	146
ECF - Exit Sign					30			30

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
EMG - Frogeye					13			13
FT12 - T12 and other Linear Fluorescent					3	2		5
FT8 - T8 Linear Fluorescent					8	1447		1455
FU - U-Tube Fluorescent						7		7
H - Halogen Incandescent				10				10
LED					14			14
Riverland ES - EXTERIOR		**108**		**3**	**15**			**126**
FT8 - T8 Linear Fluorescent		95						95
HPS - High Pressure Sodium		13						13
I - Standard Incandescent				3				3
LED					15			15
Seagull School		**7**	**23**	**4**	**97**	**1235**	**138**	**1504**
SEN - Sensor/Controls							138	138
CF - Compact Fluorescent		7	23			12		42
ECF - Exit Sign					64			64
EMG - Frogeye					28			28
FT12 - T12 and other Linear Fluorescent						4		4
FT8 - T8 Linear Fluorescent					2	1218		1220
FU - U-Tube Fluorescent						1		1
I - Standard Incandescent				4				4
LED					3			3
Seagull School - EXTERIOR		**105**			**69**			**174**
CF - Compact Fluorescent		65						65
FT8 - T8 Linear Fluorescent		6						6
HPS - High Pressure Sodium		20						20
LED					69			69
MH Metal Halide Fixtures		14						14
Virginia S. Young Montessori				**19**	**32**	**1560**	**284**	**1895**
SEN - Sensor/Controls							284	284
CF - Compact Fluorescent				4				4
ECF - Exit Sign					18			18
EMG - Frogeye					3			3
FT12 - T12 and other Linear Fluorescent						2		2
FT8 - T8 Linear Fluorescent					8	1552		1560
FU - U-Tube Fluorescent						6		6
H - Halogen Incandescent				10				10
I - Standard Incandescent				5				5
LED					3			3

Existing Technology Types by Building	Add	New Fixture	Retrofit Kit	Relamp	No Retrofit	Retrofit	Sensor/ Controls	Grand Total
Virginia S. Young Montessori - EXTERIOR		**52**			**95**	**3**		**150**
CF - Compact Fluorescent						3		3
FT8 - T8 Linear Fluorescent		49						49
HPS - High Pressure Sodium		1						1
LED					95			95
MH Metal Halide Fixtures		2						2
Wingate Oaks Ctr				**21**	**143**	**1558**	**201**	**1923**
SEN - Sensor/Controls							201	201
CF - Compact Fluorescent				2		1		3
ECF - Exit Sign					35			35
EMG - Frogeye					16			16
FT12 - T12 and other Linear Fluorescent						1		1
FT8 - T8 Linear Fluorescent						1542		1542
FU - U-Tube Fluorescent						2		2
H - Halogen Incandescent				6				6
I - Standard Incandescent				13				13
LED					91			91
LED Tube					1			1
MH Metal Halide Fixtures						12		12
Wingate Oaks Ctr - EXTERIOR		**38**		**1**	**81**	**3**		**123**
FT8 - T8 Linear Fluorescent		16						16
HPS - High Pressure Sodium		16			15			31
I - Standard Incandescent				1				1
LED					63			63
MH Metal Halide Fixtures		6			3	3		12
Grand Total	268	1982	1522	437	7861	49455	7000	68525

The table below list fixtures that will not be retrofitted because either they have been previously retrofitted with LED lamps, have been asked to be excluded, or because they are specialty lighting.

Existing Technology Types by Building (Excluded from Scope)	**Grand Total**
Annabel C. Perry PreK-8	**157**
ECF - Exit Sign	69
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	26
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	43
EMG - Frogeye	24

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Frogeye LED , (2) 1W lamp - No Measure Recommended	24
H - Halogen Incandescent	10
Track Head Fixture, Halogen, (1) 150W lamp - No Measure Recommended	10
LED	54
1x4 Layin Prismatic Fixture, LED Luminaire, 16W - No Measure Recommended	19
2x2 Layin Prismatic Fixture, LED Luminaire, 22W - No Measure Recommended	9
4' Strip Fixture, LED Luminaire, 10W - No Measure Recommended	16
4' Wrap Fixture, LED Luminaire, (2) 16W, with Separate or Integrated Driver Component - No Measure Recommended	9
4' Wrap Fixture, LED Luminaire, 16W - No Measure Recommended	1
Annabel C. Perry PreK-8 - EXTERIOR	**213**
FT12 - T12 and other Linear Fluorescent	1
4' Vapor Proof Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	1
FT8 - T8 Linear Fluorescent	1
2' Vapor Proof Fixture, Fluorescent, (2) 24" T-8 lamps, Electronic Ballast - No Measure Recommended	1
H - Halogen Incandescent	2
Flood Fixture, Halogen, (1) 300W lamp - No Measure Recommended	2
HPS - High Pressure Sodium	5
Exterior Wall Pack Fixture, High Pressure Sodium, (1) 100W lamp - No Measure Recommended	5
LED	204
Ceiling Surface Mount Fixture, LED Luminaire, 20W - No Measure Recommended	71
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	48
Exterior Wall Pack Fixture, LED Screw-in Lamp, 20W - No Measure Recommended	3
Flood Fixture, LED Luminaire, 20W - No Measure Recommended	1
Pole-Mounted Shoebox Fixture, LED Luminaire, 110W - No Measure Recommended	12
Wall Mount Interior Fixture, LED Luminaire, 20W - No Measure Recommended	69
Apollo MS	**409**
No Fixture Existing, NO LIGHTING IN THIS SPACE - No Measure Recommended	1
ECF - Exit Sign	85
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	85
EMG - Frogeye	111
Frogeye LED , (2) 1W lamp - No Measure Recommended	111
FT12 - T12 and other Linear Fluorescent	2
Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
LED	210
2x2 Layin Prismatic Fixture, LED Luminaire, 20W - No Measure Recommended	43
2x4 Layin Prismatic Fixture, LED Luminaire, 40W - No Measure Recommended	47
2x4 Layin Volumetric Fixture, LED Luminaire, 40W - No Measure Recommended	65
4' Industrial Fixture, LED Luminaire, 10W - No Measure Recommended	18

Existing Technology Types by Building (Excluded from Scope)	Grand Total
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	6
8" Round Recessed Can Fixture, LED Luminaire, 12W - No Measure Recommended	5
China Hat Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	3
Drum Fixture, LED (2) Screw-in Lamps, 9W - No Measure Recommended	1
Exit Sign (Red), Emergency Lights, LED Luminaire, 5W - No Measure Recommended	22
Apollo MS - EXTERIOR	**54**
LED	54
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	1
Exterior Canopy Fixture, LED Luminaire, 22W - No Measure Recommended	3
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	26
Exterior Wall Pack Fixture, LED Luminaire, 25W - No Measure Recommended	9
Recessed Can Fixture, LED Luminaire, 14W - No Measure Recommended	15
Attucks MS	**306**
CF - Compact Fluorescent	6
Explosion Proof Fixture, Compact Fluorescent, (1) 23W screw-in lamp/base - No Measure Recommended	6
ECF - Exit Sign	98
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	4
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	94
EMG - Frogeye	1
Frogeye LED , (2) 1W lamp - No Measure Recommended	1
FT8 - T8 Linear Fluorescent	2
4' Strip Fixture, Fluorescent, (2) 48" T-8 @ 28W lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
LED	184
12" Round Recessed Can Fixture, LED Luminaire, 60W - No Measure Recommended	36
2x2 Layin Prismatic Fixture, LED Luminaire, 20W - No Measure Recommended	1
2x4 Layin Volumetric Fixture, LED Luminaire, 30W - No Measure Recommended	46
4' Strip Fixture, LED Luminaire, 30W - No Measure Recommended	41
4' Vapor Proof Fixture, LED Luminaire, 16W - No Measure Recommended	2
Exterior Canopy Fixture, LED Luminaire, 24W - No Measure Recommended	4
Exterior Wall Pack Fixture, LED Luminaire, 60W - No Measure Recommended	15
Flood Fixture, LED Luminaire, 20W - No Measure Recommended	4
High Bay Fixture, LED Luminaire, 80W - No Measure Recommended	35
LED Tube	15
2' Recessed Fixture, LED Tube, (2) 24" T-8 , Electronic Ballast - No Measure Recommended	8
4' Strip Fixture, LED Tube, (2) 48" T-8 , Electronic Ballast - No Measure Recommended	7
Attucks MS - EXTERIOR	**130**
EMG - Frogeye	1
Frogeye LED , (2) 1W lamp - No Measure Recommended	1
LED	120
4' Vapor Proof Fixture, LED Luminaire, 25W - No Measure Recommended	53

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	30
Pole-Mounted Cobrahead Fixture, LED Luminaire, 150W - No Measure Recommended	36
Pole-Mounted Cobrahead Fixture, LED Luminaire, 75W - No Measure Recommended	1
MH Metal Halide Fixtures	9
Pole-Mounted Flood Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	9
Bair MS	**234**
Removed From Scope	10
CF - Compact Fluorescent	2
Explosion Proof Fixture, Compact Fluorescent, (1) 20W screw-in lamp/base - No Measure Recommended	2
ECF - Exit Sign	128
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	7
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	121
EMG - Frogeye	4
Frogeye LED , (2) 1W lamp - No Measure Recommended	4
FT8 - T8 Linear Fluorescent	39
2x4 Layin Prismatic Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	36
Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	3
LED	15
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	6
4' Wrap Fixture, LED Luminaire, 30W - No Measure Recommended	7
Explosion Proof Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	2
LED Tube	36
4' Strip Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	24
4' Vapor Proof Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	5
4' Wrap Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	3
High Bay Fixture, LED Tube, (4) 48" Direct-Wire T-8 - No Measure Recommended	4
Bair MS - EXTERIOR	**16**
LED	15
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	2
Flood Fixture, LED Luminaire, 150W - No Measure Recommended	2
Pole-Mounted Flood Fixture, LED Luminaire, (2) 120W - No Measure Recommended	11
MH Metal Halide Fixtures	1
Pole-Mounted Flood Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	1
Coral Glades HS	**313**
ECF - Exit Sign	137
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	137
FT8 - T8 Linear Fluorescent	26
4' Strip Fixture, Fluorescent, (1) 48" T-8 lamp, Electronic Ballast - No Measure Recommended	2

Existing Technology Types by Building (Excluded from Scope)	Grand Total
4' Strip Fixture, Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (0.85 < BF < 0.95) - DELAMPED - No Measure Recommended	2
4' Strip Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	4
Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	18
H - Halogen Incandescent	10
China Hat Fixture, Halogen, (1) 250W lamp - No Measure Recommended	10
LED	140
2x2 Layin Prismatic Fixture, LED Luminaire, 30W - No Measure Recommended	6
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	2
4' Vapor Proof Fixture, LED Luminaire, 30W - No Measure Recommended	1
6" Round Recessed Can Fixture, LED Luminaire, 15W - No Measure Recommended	91
China Hat Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	5
High Bay Fixture, LED Screw-in Lamp, 110W - No Measure Recommended	12
High Bay Fixture, LED Screw-in Lamp, 35W - No Measure Recommended	15
Jar Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	4
LED Screw-in Lamp, (2) 6W - No Measure Recommended	4
Coral Glades HS - EXTERIOR	**152**
CF - Compact Fluorescent	8
Compact Fluorescent, Multi, 4-pin, (1) 42W lamp - No Measure Recommended	8
LED	144
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	7
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	40
Exterior Wall Pack Fixture, LED Screw-in Lamp, 14W - No Measure Recommended	3
Exterior Wall Pack Fixture, LED Screw-in Lamp, 35W - No Measure Recommended	14
Exterior Wall Pack Fixture, LED Screw-in Lamp, 45W - No Measure Recommended	2
LED Luminaire, 20W - No Measure Recommended	1
LED Screw-in Lamp, 18W - No Measure Recommended	12
Wall Mount Interior Fixture, LED Screw-in Lamp, 14W - No Measure Recommended	65
Croissant Park ES	**99**
ECF - Exit Sign	35
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	35
EMG - Frogeye	9
Frogeye LED , (2) 1W lamp - No Measure Recommended	9
FT8 - T8 Linear Fluorescent	3
4' Strip Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	3
H - Halogen Incandescent	32
Track Head Fixture, Halogen, (1) 120W lamp - No Measure Recommended	32
LED	20

Existing Technology Types by Building (Excluded from Scope)	Grand Total
2x4 Layin Prismatic Fixture, LED Luminaire, 40W - No Measure Recommended	1
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	1
Drum Fixture, LED Luminaire, 15W - No Measure Recommended	1
Exit Sign (Red), LED Luminaire, 5W - No Measure Recommended	11
Explosion Proof Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	6
Croissant Park ES - EXTERIOR	**22**
HPS - High Pressure Sodium	10
Pole, Spider Mount, High Pressure Sodium, (1) 400W lamp - No Measure Recommended	1
Pole-Mounted Shoebox Fixture, High Pressure Sodium, (1) 400W lamp - No Measure Recommended	9
LED	12
Exterior Canopy Fixture, LED Luminaire, 20W - No Measure Recommended	2
Exterior Wall Pack Fixture, Cutoff, LED Luminaire, 20W - No Measure Recommended	1
Flood Fixture, LED Luminaire, 20W - No Measure Recommended	2
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	7
Crystal Lake MS	**253**
ECF - Exit Sign	92
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	92
EMG - Frogeye	34
Frogeye LED , (2) 1W lamp - No Measure Recommended	34
FT12 - T12 and other Linear Fluorescent	2
4' Strip Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
I - Standard Incandescent	4
Explosion Proof Fixture, Incandescent, (1) 60W lamp - No Measure Recommended	4
LED	120
2x4 Layin Prismatic Fixture, LED Luminaire, 40W - No Measure Recommended	6
2x4 Layin Volumetric Fixture, LED Luminaire, 40W - No Measure Recommended	55
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	12
Drum Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	1
Exit Sign (Red), LED Luminaire, 5W - No Measure Recommended	12
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	2
High Bay Fixture, LED Luminaire, 120W - No Measure Recommended	30
Jar Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	2
LED Tube	1
2x4 Layin Prismatic Fixture, LED Tube, (5) 48", 12W LED Tube, Line Voltage - No Measure Recommended	1
Crystal Lake MS - EXTERIOR	**67**
LED	61
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	18
Exterior Wall Pack Fixture, LED Screw-in Lamp, 18W - No Measure Recommended	31
LED Screw-in Lamp, 18W - No Measure Recommended	2

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Pole-Mounted Cobrahead Fixture, LED Luminaire, (2) 125W - No Measure Recommended	2
Pole-Mounted Cobrahead Fixture, LED Luminaire, (3) 125W - No Measure Recommended	1
Pole-Mounted Cobrahead Fixture, LED Luminaire, 125W - No Measure Recommended	7
MH Metal Halide Fixtures	6
Pole-Mounted Flood Fixture, Metal Halide, (4) 750W lamp, Magnetic ballast - No Measure Recommended	2
Pole-Mounted Shoebox Fixture, Metal Halide, (1) 250W lamp, Magnetic ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	4
Cypress Bay HS	**278**
Specialty Sign - No Measure Recommended	1
ECF - Exit Sign	144
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	12
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	132
EMG - Frogeye	34
Frogeye LED , (2) 1W lamp - No Measure Recommended	34
FT12 - T12 and other Linear Fluorescent	8
4' Strip Fixture, Fluorescent, (1) 48" T12 lamp - No Measure Recommended	4
4' Strip Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	4
FT8 - T8 Linear Fluorescent	8
Explosion Proof Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	6
Explosion Proof Fixture, Fluorescent, (3) 48" T-8 @ 28W lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
I - Standard Incandescent	3
China Hat Fixture, Incandescent, (1) 250W lamp - No Measure Recommended	3
LED	76
2x4 Layin Prismatic Fixture, LED Luminaire, 30W - No Measure Recommended	2
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	3
8' Strip Fixture, LED Screw-in Lamp, (2) 6W - No Measure Recommended	3
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	8
High Bay Fixture, LED Luminaire, 105W - No Measure Recommended	56
Jar Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	2
LED Luminaire, 24W - No Measure Recommended	2
LED Tube	4
2x4 Layin Prismatic Fixture, LED Tube, (1) 48" Direct-Wire T-8 - No Measure Recommended	4
Cypress Bay HS - EXTERIOR	**294**
LED	229
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	4
6" Round Recessed Can Fixture, LED Luminaire, 20W - No Measure Recommended	142
Exterior Canopy Fixture, LED Luminaire, 20W - No Measure Recommended	1
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	60

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	1
LED Luminaire, 75W - No Measure Recommended	4
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 150W, with Separate or Integrated Driver Component - No Measure Recommended	5
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	12
MH Metal Halide Fixtures	65
Pole-Mounted Shoebox Fixture, Metal Halide, (1) 400W lamp, Magnetic ballast - No Measure Recommended	37
Pole-Mounted Shoebox Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	28
Dave Thomas West Center	**84**
ECF - Exit Sign	41
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	4
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	37
EMG - Frogeye	7
Frogeye LED , (2) 1W lamp - No Measure Recommended	7
FT12 - T12 and other Linear Fluorescent	4
4' Strip Fixture, Fluorescent, (1) 48" T12 lamp - No Measure Recommended	2
4' Strip Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
H - Halogen Incandescent	3
China Hat Fixture, Halogen, (1) 250W lamp - No Measure Recommended	3
LED	29
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	4
High Bay Fixture, LED Screw-in Lamp, 110W - No Measure Recommended	24
Jar Fixture, LED Screw-in Lamp, 6W - No Measure Recommended	1
Dave Thomas West Center - EXTERIOR	**71**
HPS - High Pressure Sodium	3
Pole-Mounted Shoebox Fixture, High Pressure Sodium, (1) 400W lamp - No Measure Recommended	3
LED	68
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	34
Exterior Wall Pack Fixture, LED Luminaire, 50W - No Measure Recommended	23
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	8
Wall Mount Interior Fixture, LED Luminaire, 20W - No Measure Recommended	3
Falcon Cove MS	**1004**
CF - Compact Fluorescent	12
Explosion Proof Fixture, Compact Fluorescent, Multi, GU24 with Integrated Ballast, (1) 42W lamp - No Measure Recommended	12
ECF - Exit Sign	136
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	136
EMG - Frogeye	5
Frogeye LED , (2) 1W lamp - No Measure Recommended	5

Existing Technology Types by Building (Excluded from Scope)	Grand Total
FT8 - T8 Linear Fluorescent	3
4' Strip Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	3
LED	836
1x4 Layin Volumetric Fixture, LED Luminaire, 34W - No Measure Recommended	24
2' Vapor Proof Fixture, LED Luminaire, 16W - No Measure Recommended	1
2' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	2
2x4 Layin Volumetric Fixture, LED Luminaire, 29W - No Measure Recommended	34
2x4 Layin Volumetric Fixture, LED Luminaire, 39W - No Measure Recommended	528
4' Strip Fixture, LED Luminaire, 16W - No Measure Recommended	2
4' Strip Fixture, LED Luminaire, 25W - No Measure Recommended	15
6" Round Recessed Can Fixture, LED Luminaire, 10W - No Measure Recommended	101
6" Round Recessed Can Fixture, LED Luminaire, 15W - No Measure Recommended	114
High Bay Fixture, LED Luminaire, 175W - No Measure Recommended	15
LED Tube	12
4' Strip Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	2
4' Vapor Proof Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	10
Falcon Cove MS - EXTERIOR	**283**
LED	282
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	77
6" Round Recessed Can Fixture, LED Luminaire, 20W - No Measure Recommended	12
Exterior Canopy Fixture, LED Luminaire, 20W - No Measure Recommended	6
Exterior Wall Pack Fixture, LED Luminaire, 10W - No Measure Recommended	105
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	39
LED Luminaire, 60W - No Measure Recommended	12
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 120W - No Measure Recommended	4
Pole-Mounted Shoebox Fixture, LED Luminaire, 120W - No Measure Recommended	27
MH Metal Halide Fixtures	1
Pole-Mounted Shoebox Fixture, Metal Halide, (1) 400W lamp, Magnetic ballast - No Measure Recommended	1
Lakeside ES	**174**
ECF - Exit Sign	39
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	2
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	37
EMG - Frogeye	3
Frogeye LED , (2) 1W lamp - No Measure Recommended	3
FT8 - T8 Linear Fluorescent	1
Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	1
LED	131
4' Vapor Proof Fixture, LED Luminaire, 30W - No Measure Recommended	2

Existing Technology Types by Building (Excluded from Scope)	Grand Total
6" Round Recessed Can Fixture, LED Luminaire, 15W - No Measure Recommended	103
LED Luminaire, 20W - No Measure Recommended	6
Track Head Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	20
Lakeside ES - EXTERIOR	**61**
LED	61
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	33
Pole-Mounted Shoebox Fixture, LED Luminaire, 20W - No Measure Recommended	6
Wall Mount Interior Fixture, LED Luminaire, 20W - No Measure Recommended	22
Lauderhill 6-12	**295**
	3
No Fixture Existing, - No Measure Recommended	3
CF - Compact Fluorescent	2
Explosion Proof Fixture, Compact Fluorescent, twin, (2) 9W lamps - No Measure Recommended	2
ECF - Exit Sign	82
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	8
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	74
EMG - Frogeye	16
Frogeye LED , (2) 1W lamp - No Measure Recommended	16
FT8 - T8 Linear Fluorescent	22
4' Wrap Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	12
Explosion Proof Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	10
LED	169
2x4 Layin Prismatic Fixture, LED Luminaire, 30W - No Measure Recommended	78
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	2
4' Wrap Fixture, LED Luminaire, 24W - No Measure Recommended	1
4' Wrap Fixture, LED Luminaire, 30W - No Measure Recommended	48
Drum Fixture, LED Luminaire, 15W - No Measure Recommended	1
High Bay Fixture, LED Luminaire, 150W - No Measure Recommended	25
Jar Fixture, LED Screw-in Lamp, 6W - No Measure Recommended	6
Keyless Fixture, LED Screw-in Lamp, 6W - No Measure Recommended	1
LED Luminaire, 15W - No Measure Recommended	4
LED Screw-in Lamp, 9W - No Measure Recommended	2
Vanity Fixture, LED Screw-in Lamp, (2) 6W - No Measure Recommended	1
LED Tube	1
3' Strip Fixture, LED Tube, (1) 24" Direct-Wire T-8 - No Measure Recommended	1
Lauderhill 6-12 - EXTERIOR	**39**
LED	38
Ceiling Surface Mount Fixture, LED Luminaire, 20W - No Measure Recommended	13
Exterior Wall Pack Fixture, LED Luminaire, 10W - No Measure Recommended	15

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	1
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 90W, with Separate or Integrated Driver Component - No Measure Recommended	7
Pole-Mounted Shoebox Fixture, LED Luminaire, 90W - No Measure Recommended	2
MH Metal Halide Fixtures	1
Pole-Mounted Flood Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	1
Miramar HS	**619**
ECF - Exit Sign	131
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	131
EMG - Frogeye	22
Frogeye LED , (2) 1W lamp - No Measure Recommended	22
FT8 - T8 Linear Fluorescent	6
3' Wrap Fixture, Fluorescent, (1) 36" T-8 lamps, Electronic Ballast - No Measure Recommended	4
4' Wrap Fixture, Fluorescent, (1) 48" T-8 @ 28W lamp, Electronic Ballast - No Measure Recommended	2
H - Halogen Incandescent	24
8" Round Recessed Can Fixture, Halogen, (1) 120W lamp - No Measure Recommended	6
Cylinder Fixture, Halogen, (1) 120W lamp - No Measure Recommended	18
I - Standard Incandescent	13
Explosion Proof Fixture, Incandescent, (1) 60W lamp - No Measure Recommended	4
Steplight Fixture, Incandescent, (2) 5W lamp - No Measure Recommended	9
LED	359
2x2 Layin Prismatic Fixture, LED Luminaire, 20W - No Measure Recommended	91
2x4 Layin Prismatic Fixture, LED Luminaire, 40W - No Measure Recommended	145
2x4 Layin Volumetric Fixture, LED Luminaire, 40W - No Measure Recommended	69
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	5
4' Wrap Fixture, LED Luminaire, 20W - No Measure Recommended	2
8" Round Recessed Can Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	3
Drum Fixture, LED Luminaire, 15W - No Measure Recommended	15
High Bay Fixture, LED Luminaire, 120W - No Measure Recommended	18
LED Screw-in Lamp, 9W - No Measure Recommended	11
LED Tube	28
2x4 Layin Prismatic Fixture, LED Tube, (4) 48", 12W LED Tube, Line Voltage - No Measure Recommended	24
2x4 Surface Mount Prismatic Fixture, LED Tube, (4) 48", 12W LED Tube, Line Voltage - No Measure Recommended	4
LED Tube	36
1x4 Layin Prismatic Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	32
2x4 Layin Prismatic Fixture, LED Tube, (2) 48" Direct-Wire T-8 - No Measure Recommended	4
Miramar HS - EXTERIOR	**119**
EMG - Frogeye	8
Frogeye LED , (2) 1W lamp - No Measure Recommended	8
LED	111

Existing Technology Types by Building (Excluded from Scope)	Grand Total
2x4 Layin Volumetric Fixture, LED Luminaire, 20W - No Measure Recommended	17
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	23
4' Vapor Proof Fixture, LED Luminaire, 30W - No Measure Recommended	9
Exterior Canopy Fixture, LED Luminaire, 10W - No Measure Recommended	12
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	13
Flood Fixture, LED Luminaire, 150W - No Measure Recommended	2
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 150W, with Separate or Integrated Driver Component - No Measure Recommended	18
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	17
Nova MS	**170**
	9
No Fixture Existing, - No Measure Recommended	9
ECF - Exit Sign	45
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	45
EMG - Frogeye	34
Frogeye LED , (2) 1W lamp - No Measure Recommended	34
FT12 - T12 and other Linear Fluorescent	28
2x4 Layin Prismatic Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	26
4' Strip Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
FT8 - T8 Linear Fluorescent	12
4' Wrap Fixture, Fluorescent, (2) 48" T-8 @ 28W lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	12
LED	42
2x4 Layin Volumetric Fixture, LED Luminaire, 40W - No Measure Recommended	34
Drum Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	1
Exit Sign (Red), LED Luminaire, 5W - No Measure Recommended	5
Keyless Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	2
Nova MS - EXTERIOR	**81**
LED	81
4' Vapor Proof Fixture, LED Luminaire, 30W - No Measure Recommended	2
Ceiling Surface Mount Fixture, LED Luminaire, 20W - No Measure Recommended	10
Exterior Canopy Fixture, LED Luminaire, 40W - No Measure Recommended	37
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	32
Piper HS	**718**
ECF - Exit Sign	225
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	37
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	188
EMG - Frogeye	88
Frogeye LED , (2) 1W lamp - No Measure Recommended	88

Existing Technology Types by Building (Excluded from Scope)	Grand Total
FT8 - T8 Linear Fluorescent	1
4' Strip Fixture, Fluorescent, (2) 48" T-8 @ 28W lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	1
H - Halogen Incandescent	78
10" Round Recessed Can Fixture, Halogen, (1) 120W lamp - No Measure Recommended	60
Track Head Fixture, Halogen, (1) 250W lamp - No Measure Recommended	18
LED	326
12" Square Drum Fixture, LED Luminaire, 28W - No Measure Recommended	2
1x4 Layin Prismatic Fixture, LED Luminaire, 49W - No Measure Recommended	4
2x2 Layin Volumetric Fixture, LED Luminaire, 29W - No Measure Recommended	4
2x4 Layin Prismatic Fixture, LED Luminaire, 78W - No Measure Recommended	128
2x4 Layin Volumetric Fixture, LED Luminaire, 30W - No Measure Recommended	34
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	6
4' Wrap Fixture, LED Luminaire, 30W - No Measure Recommended	4
6" Round Recessed Can Fixture, LED Screw-in Lamp, 14W - No Measure Recommended	13
8" Round Recessed Can Fixture, LED Screw-in Lamp, 14W - No Measure Recommended	35
Flood Fixture, LED Luminaire, 30W - No Measure Recommended	9
High Bay Fixture, LED Luminaire, 80W - No Measure Recommended	79
Vanity Fixture, LED Screw-in Lamp, (2) 7W - No Measure Recommended	7
Wall Sconce Fixture, LED Screw-in Lamp, 10W - No Measure Recommended	1
Piper HS - EXTERIOR	**255**
LED	234
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	33
Exterior Canopy Fixture, LED Luminaire, 20W - No Measure Recommended	29
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	98
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	25
Flood Fixture, LED Luminaire, 250W - No Measure Recommended	15
Flood Fixture, LED Luminaire, 40W - No Measure Recommended	2
LED Screw-in Lamp, 18W - No Measure Recommended	8
Pole, Spider Mount, LED Luminaire, 75W - No Measure Recommended	4
Pole-Mounted Cobrahead Fixture, LED Luminaire, (2) 150W, with Separate or Integrated Driver Component - No Measure Recommended	13
Pole-Mounted Cobrahead Fixture, LED Luminaire, 150W - No Measure Recommended	1
Pole-Mounted Flood Fixture, LED Luminaire, (2) 150W, with Separate or Integrated Driver Component - No Measure Recommended	2
Pole-Mounted Flood Fixture, LED Luminaire, 150W - No Measure Recommended	1
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	3
MH Metal Halide Fixtures	21
Pole-Mounted Cobrahead Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	6
Pole-Mounted Flood Fixture, Metal Halide, (1) 400W lamp, Magnetic ballast - No Measure Recommended	9

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Pole-Mounted Flood Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	4
Pole-Mounted Shoebox Fixture, Metal Halide, (1) 400W lamp, Magnetic ballast - No Measure Recommended	2
Pompano Beach HS	**268**
ECF - Exit Sign	127
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	1
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	126
EMG - Frogeye	33
Frogeye LED , (2) 1W lamp - No Measure Recommended	33
FT8 - T8 Linear Fluorescent	11
4' Strip Fixture, Fluorescent, (1) 48" T-8 lamp, Electronic Ballast - No Measure Recommended	2
4' Strip Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
4' Wrap Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	1
Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	6
H - Halogen Incandescent	31
China Hat Fixture, Halogen, (1) 250W lamp - No Measure Recommended	5
Cylinder Fixture, Halogen, (1) 250W lamp - No Measure Recommended	26
LED	65
2x4 Layin Prismatic Fixture, LED Luminaire, 30W - No Measure Recommended	1
4' Vapor Proof Fixture, LED Luminaire, 30W - No Measure Recommended	6
High Bay Fixture, LED Luminaire, 105W - No Measure Recommended	16
Low bay Fixture, LED Luminaire, 50W - No Measure Recommended	34
Low bay Fixture, LED Luminaire, 65W - No Measure Recommended	8
LED Tube	1
4' Wrap Fixture, LED Tube, (2) 48" T-8 , Electronic Ballast - No Measure Recommended	1
Pompano Beach HS - EXTERIOR	**23**
LED	23
Ceiling Surface Mount Fixture, LED Luminaire, 20W - No Measure Recommended	3
Exterior Wall Pack Fixture, LED Luminaire, 50W - No Measure Recommended	3
Exterior Wall Pack Fixture, LED Screw-in Lamp, 18W - No Measure Recommended	7
Exterior Wall Pack Fixture, Open Face, LED Luminaire, 30W - No Measure Recommended	3
Exterior Wall Pack Fixture, Open Face, LED Screw-in Lamp, 18W - No Measure Recommended	7
Riverland ES	**68**
ECF - Exit Sign	30
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	6
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	24
EMG - Frogeye	13
Frogeye LED , (2) 1W lamp - No Measure Recommended	13

Existing Technology Types by Building (Excluded from Scope)	Grand Total
FT12 - T12 and other Linear Fluorescent	3
Explosion Proof Fixture, Fluorescent, (2) 48" T12 lamp - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	3
FT8 - T8 Linear Fluorescent	8
4' Strip Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	8
LED	14
4' Vapor Proof Fixture, LED Luminaire, 24W - No Measure Recommended	2
8" Round Recessed Can Fixture, LED Screw-in Lamp, 6W - No Measure Recommended	5
Jar Fixture, LED Screw-in Lamp, 6W - No Measure Recommended	2
Jar Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	4
Vanity Fixture, LED Luminaire, 20W - No Measure Recommended	1
Riverland ES - EXTERIOR	**15**
LED	15
Exterior Canopy Fixture, LED Luminaire, 40W - No Measure Recommended	1
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	4
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	10
Seagull School	**97**
ECF - Exit Sign	64
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	1
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	63
EMG - Frogeye	28
Frogeye LED , (2) 1W lamp - No Measure Recommended	28
FT8 - T8 Linear Fluorescent	2
4' Wrap Fixture, Fluorescent, (2) 48" T-8 @ 28W lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
LED	3
2x4 Layin Volumetric Fixture, LED Luminaire, 30W - No Measure Recommended	1
4' Strip Fixture, LED Luminaire, 16W - No Measure Recommended	2
Seagull School - EXTERIOR	**69**
LED	69
4' Vapor Proof Fixture, LED Luminaire, 30W - No Measure Recommended	6
Exterior Canopy Fixture, LED Luminaire, 20W - No Measure Recommended	51
Exterior Wall Pack Fixture, LED Luminaire, 10W - No Measure Recommended	6
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 250W, with Separate or Integrated Driver Component - No Measure Recommended	6
Virginia S. Young Montessori	**32**
ECF - Exit Sign	18
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	18
EMG - Frogeye	3
Frogeye LED , (2) 1W lamp - No Measure Recommended	3

Existing Technology Types by Building (Excluded from Scope)	Grand Total
FT8 - T8 Linear Fluorescent	8
4' Strip Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	2
Explosion Proof Fixture, Fluorescent, (2) 48" T-8 lamps, Electronic Ballast - PRE-CONSTRUCTION METERED POPULATION - No Measure Recommended	6
LED	3
4' Vapor Proof Fixture, LED Luminaire, 39W - No Measure Recommended	2
4' Wrap Fixture, LED Luminaire, 30W - No Measure Recommended	1
Virginia S. Young Montessori - EXTERIOR	**95**
LED	95
Exterior Canopy Fixture, LED Screw-in Lamp, 20W - No Measure Recommended	85
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 150W, with Separate or Integrated Driver Component - No Measure Recommended	3
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	7
Wingate Oaks Ctr	**143**
ECF - Exit Sign	35
Exit Sign (Red), Emergency Lights, EXIT LED, (1) 4W lamp, Single Sided - No Measure Recommended	4
Exit Sign (Red), EXIT LED, (1) 3W lamp, Single Sided - No Measure Recommended	31
EMG - Frogeye	16
Frogeye LED , (2) 1W lamp - No Measure Recommended	16
LED	91
2x2 Layin Prismatic Fixture, LED Luminaire, 24W - No Measure Recommended	42
2x4 Layin Prismatic Fixture, LED Luminaire, 30W - No Measure Recommended	3
4' Vapor Proof Fixture, LED Luminaire, 20W - No Measure Recommended	4
4' Wrap Fixture, LED Luminaire, 20W - No Measure Recommended	1
6" Round Recessed Can Fixture, LED Luminaire, 15W - No Measure Recommended	25
Cylinder Fixture, LED Screw-in Lamp, 50W - No Measure Recommended	2
Drum Fixture, LED Luminaire, 20W - No Measure Recommended	5
Drum Fixture, LED Luminaire, 50W - No Measure Recommended	1
Flood Fixture, LED Screw-in Lamp, 50W - No Measure Recommended	6
Jar Fixture, LED Screw-in Lamp, 9W - No Measure Recommended	2
LED Tube	1
Wall Mount Interior Fixture, LED 2-Pin G24d Plug-In Lamp LED, (1) 5W - No Measure Recommended	1
Wingate Oaks Ctr - EXTERIOR	**81**
HPS - High Pressure Sodium	15
Pole-Mounted Shoebox Fixture, High Pressure Sodium, (1) 400W lamp - No Measure Recommended	15
LED	63
Ceiling Surface Mount Fixture, LED Luminaire, 20W - No Measure Recommended	23
Exterior Wall Pack Fixture, LED Luminaire, 20W - No Measure Recommended	25
Exterior Wall Pack Fixture, LED Luminaire, 30W - No Measure Recommended	10

Existing Technology Types by Building (Excluded from Scope)	Grand Total
Pole-Mounted Shoebox Fixture, LED Luminaire, (2) 150W, with Separate or Integrated Driver Component - No Measure Recommended	2
Pole-Mounted Shoebox Fixture, LED Luminaire, 150W - No Measure Recommended	3
MH Metal Halide Fixtures	3
Pole-Mounted Flood Fixture, Metal Halide, (2) 1000W lamps, Magnetic ballasts - No Measure Recommended	1
Pole-Mounted Flood Fixture, Metal Halide, (2) 400W lamp, Magnetic ballast - No Measure Recommended	1
Pole-Mounted Flood Fixture, Metal Halide, (4) 1000W lamps, Magnetic ballasts - No Measure Recommended	1
Grand Total	7861

Lighting Inclusions:

1. Lenses and troffer pans of existing affected fixtures will be wiped down during installation. Fixtures that have been retrofitted with new TLEDs will receive a caution label identifying the fixture as a line voltage fixture.
2. Repair or replacement of damaged, cracked, missing, or yellowed lenses (not to exceed 200 pieces) for fixtures affected by the Scope of Work.
3. Maintenance stock of one and a half percent (1.5%) shall be provided for TLED tubes & LED lamps ONLY by JCI after completion of installation to help accommodate any warranty period failures. Manufacturer warranties of lamps and/or fixtures installed are covered by the individual manufacturers published policies and shall be transferred to the Customer. JCI shall provide contact information for each manufacturer. Alleged defective product may be required for return to factory for analysis.
4. Workmanship is warranted for one (1) year from date of installation.
5. Predominant types of tubular LED lamps (TLEDs) will have a five (5) year limited manufacturer warranty.
6. Predominant types of screw-in LED lamps are warranted for three (3) years by the manufacturer.
7. Predominant types of troffer retrofit kits are warranted for 10 years by the manufacturer.
8. Predominant types of sensors and control components are warranted for 5 years by the manufacturer
9. New fixtures warranties vary by manufacturer and will be provided in the Project IOM manuals.
10. In all cases, warranties shall be transferred to the Customer for customer to make warranty claims.
11. Existing lamps, ballasts and other materials will be removed from the site by JCI in accordance with Federal, State, and Local regulations in effect at the time of execution of the Agreement. Recycling of lamps and ballasts will be in compliance with applicable regulations existing at the time of execution of the Agreement.
12. JCI--acting as an agent for Customer--will ensure the proper disposal of hazardous waste generated during the installation of this FIM in accordance with the Federal, State, and Local laws and regulations in effect at the time of execution of the Agreement.
13. Design illumination levels: In the absence of code-mandated lighting requirements, industry standards have been used as a guide, primarily the 10th edition of the Lighting Handbook, published by the Illuminating Engineering Society of North America (IESNA), IESNA Recommended Practice documents and IESNA Design Guides.
14. Existing lighting systems were presumed to be designed based on IESNA recommended practices. In the event current light levels are above IESNA recommendations for the space type (i.e., over-lit), light levels will be reduced. In the event light levels are below IESNA recommendations for the space type, JCI will meet or exceed current light levels. If the space is under-lit due to inadequate spacing or quantity of fixtures from initial design, which requires adding fixtures, adding circuits, reconfiguration or new construction, this will be brought to the attention of the customer. LED fixtures or components specified for the project are based on comparable original lumen outputs of existing equipment rather than depreciated light output values.
15. Existing and post-installation illumination levels have been/will be measured in accordance with procedures recommended by IESNA using a calibrated light meter.
16. Photometrics will be provided for spaces per the building department requirements defined on 3-27-2024.
    Phase 5:
    - Gyms and parking lot lights submittals/photometric plans, will continue to be signed/sealed, prepared by a Professional Engineer.
    - For parking lot light submittals, Customer to provide information on parking lot lights indicating how they are controlled (EMS system, time clock or other).
    - Photometric plans for auditoriums, cafeterias, specialty areas (media centers, science labs, large classrooms/spaces), will be provided for each school.
    - Typical classrooms spaces photometric plans will be completed as in Phase 3 (Third Amendment).
    - Photometric plans for Covered Walkways showing both normal and emergency lighting.

General Lighting Exclusions:

1. Replacement or repair of concrete pole footings or rusted bolts on footings.
2. Existing light poles will be re-used. Repair of wiring to poles, if required, is not included.
3. Pole mounted lighting is reusing existing poles. Customer is responsible for pole maintenance, repair, and replacement throughout the term of the guarantee.
4. Lighting Poles will be checked for contact voltage. If any hazardous voltage is noted, work on that pole will be stopped and the customer and/or the utility company will be notified immediately to correct the fault before any work will be performed.
5. Existing task lighting and table type light fixtures unless specified in FIM-1 Appendix, room by room description of work.
6. Removal or replacement of ceiling tiles unless specified in FIM-1 Appendix, room by room description of work.
7. Existing decorative and stage light fixtures unless noted in FIM-1 Appendix, room by room description of work.
8. The addition of lighting fixtures in areas with existing illumination deficiencies is not covered under this scope of work unless otherwise noted in FIM-1 Appendix, room by room description of work. If foot-candle levels do not meet minimum standards, the customer will be notified.
9. Existing fluorescent dimming systems or fixtures will remain “as is” unless otherwise noted in FIM-1 Appendix, room by room description of work
10. Reconfiguration of existing fixture layout unless otherwise noted in FIM-1 Appendix, room by room description of work.
11. Replacement of existing wiring and/or electrical issues in exterior fixtures.
12. Existing fixtures that are not in a well-maintained condition including, but not limited to, rusted or embrittled in a manner which would impede retrofit.
13. Any electrical wiring other than that required for the retrofit or replacement within the existing lighting fixtures, the installation of new fixtures as scheduled, the installation of occupancy sensors and other controls.
14. Double or bi-level switching of in-board and out-board sockets is not included unless specified in FIM-1 Appendix, room by room description of work.
15. Repair, replacement and adjustments of existing sensors, time clocks, switches or energy management systems unless otherwise noted in FIM-1 Appendix, room by room description of work.
16. Calibration or adjustment of the lighting control devices post installation. JCI will set controls to the agreed upon settings at time of installation only.
17. Repair or replacement of louvers or other components unless denoted in FIM-1 Appendix, room by room description of work.
18. Repair or replacement of yellowed, cracked, damaged or missing fixture lenses, louvers or other components unless denoted on the JCI line by line scope of work.
19. No work can be performed in asbestos contaminated areas. If asbestos is present, the scope of work may have to be adjusted unless the asbestos is abated by the Customer.
20. Unless specified in the scope of work, no previsions are made to ensure that the light levels will comply with existing surveillance camera requirements. Proposed light levels will meet or exceed the current light levels of the exterior fixtures.
21. Replacement of existing lighting sockets and ballast unless otherwise noted.
22. Correction or repair of electrical system deficiencies or any NFPA, NEC, or Local Code deficiencies unless provided for in the scope.
23. Replacement or retrofit of elevator lighting
24. Situations that could not be reasonably documented during the audit (i.e. concealed locations or hidden conditions).
25. Work in buildings or areas not specifically indicated on the line-by-line scope of work is excluded. Should additional areas, buildings, or campuses require addition into the program, Johnson Controls will provide a written estimate for change order.
26. Vending machines are excluded from improvements in this contract.

FIM–2: Water Conservation

This Scope of Work includes materials and labor for the following:

- This FIM will replace or modify specified existing fixtures at the Customer's schools with new water-efficient fixtures and/or fixture components. The intent of this measure is to reduce water consumption and wastewater production, as well as reduce heating energy used to produce hot water. The scope of work includes the one-for-one replacement of select existing sanitary fixtures in restrooms, or the retrofit of inefficient existing fixtures and valves to decrease water usage. Water fixtures will operate as before but consume less water.
- The Scope of Work summary table is presented below. For a by room fixture count please see *FIM-2 Appendix.*

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Measure Description HET – High Efficiency Toilet HEU – High Efficiency Urinal vBt – Vacuum Breaker Tube	Annabel C. Perry PreK-8	Apollo MS	Attucks MS	Bair MS	Coral Glades HS	Croissant Park ES	Crystal Lake MS	Cypress Bay HS	Dave Thomas West Center	Falcon Cove MS	Lakeside ES	Lauderhill 6-12	Miramar HS	Nova MS	Piper HS	Pompano Beach HS	Riverland ES	Seagull School	Virginia S. Young Montessori	Wingate Oaks Ctr	TOTALS
Install HET Wall Hung Toilet	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Install HET Floor Mount Floor Discharge Toilet	2	3	23	14	0	1	0	0	0	0	0	7	20	0	33	0	0	4	0	0	107
Install HET Floor Mount Floor Discharge ADA Toilet	0	0	2	0	0	25	0	0	0	0	0	3	0	3	0	0	13	1	0	4	51
Install HET Floor Mount Rear Discharge Large Footprint Toilet	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	2
Elongated Open Front Seat Toilet	2	3	25	16	0	26	0	0	0	0	0	10	20	3	33	0	15	5	0	4	162
Install 2.4 gpf Manual Toilet Valve w/ 9" vBt, Replace angle stop	2	3	4	0	0	8	0	0	0	0	0	5	6	0	10	0	0	0	0	1	39
Install 2.4 gpf Manual Toilet Valve w/ 13" vBt, Replace angle stop	0	0	0	0	0	11	0	0	0	0	0	1	0	0	0	0	0	0	0	2	14
Install 2.4 gpf HET Manual Toilet Valve w/ 21" vBt, Replace angle stop	0	0	0	2	0	0	0	0	0	0	0	0	0	3	4	0	0	0	0	0	9
Install 2.4 gpf HET Manual Toilet Valve w/ 30" vBt, Replace angle stop	0	0	21	14	0	7	0	0	0	0	0	4	14	0	19	0	15	5	0	1	100
Add trap primer to valve installation	0	0	3	0	0	1	0	0	0	0	0	0	0	0	0	0	2	0	0	0	6
Add wall bracket to valve installation	0	2	10	1	0	5	0	0	0	0	0	0	0	0	4	0	8	2	0	2	34
Add extended J-tube with valve installation	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2
Add Offset vBt Adapter to valve installation	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Raise toilet vBt length to 9" to meet code requirements in exposed application	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1

Measure Description HET – High Efficiency Toilet HEU – High Efficiency Urinal vBt – Vacuum Breaker Tube	Annabel C. Perry PreK-8	Apollo MS	Attucks MS	Bair MS	Coral Glades HS	Croissant Park ES	Crystal Lake MS	Cypress Bay HS	Dave Thomas West Center	Falcon Cove MS	Lakeside ES	Lauderhill 6-12	Miramar HS	Nova MS	Piper HS	Pompano Beach HS	Riverland ES	Seagull School	Virginia S. Young Montessori	Wingate Oaks Ctr	TOTALS
Raise urinal vBt length to 9" to meet code requirements in exposed application	3	2	0	0	4	4	1	17	0	22	0	0	5	15	2	0	0	7	0	0	82
Add trap primer to valve installation, Add wall bracket to valve installation	0	0	7	0	0	3	0	0	0	0	0	0	0	0	5	0	0	0	0	0	15
Add wall bracket to valve installation, Raise toilet vBt length to 9" to meet code requirements in exposed application	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Add Offset vBt Adapter to valve installation, Raise toilet vBt length to 9" to meet code requirements in exposed application	0	0	0	0	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
Add extended J-tube with valve installation, Add wall bracket to valve installation	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Add extended J-tube with valve installation, Add wall bracket to valve installation, Raise urinal vBt length to 9" to meet code requirements in exposed application	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Add extended J-tube with valve installation, Raise urinal vBt length to 9" to meet code requirements in exposed application	0	0	0	0	0	0	0	2	0	0	0	0	1	0	0	0	0	0	0	0	3
Add wall bracket to valve installation, Raise urinal vBt length to 9" to meet code requirements in exposed application	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1

Measure Description HET – High Efficiency Toilet HEU – High Efficiency Urinal vBt – Vacuum Breaker Tube	Annabel C. Perry PreK-8	Apollo MS	Attucks MS	Bair MS	Coral Glades HS	Croissant Park ES	Crystal Lake MS	Cypress Bay HS	Dave Thomas West Center	Falcon Cove MS	Lakeside ES	Lauderhill 6-12	Miramar HS	Nova MS	Piper HS	Pompano Beach HS	Riverland ES	Seagull School	Virginia S. Young Montessori	Wingate Oaks Ctr	TOTALS
Install 4" Deck Plate for Existing Faucet, Install 0.5 gpm Tamperproof PCA Spray Flow Control for Existing Faucet w/ Thread Adapter	0	0	0	1	7	2	0	0	0	0	0	0	0	4	0	0	2	0	1	0	17
Install HEU Large Footprint Urinal (18" to 21" Footprint)	0	0	0	0	0	0	26	0	7	0	0	0	0	0	3	0	0	0	0	0	36
Install HEU X-Large Footprint Urinal (21" to 24" Footprint)	0	9	8	0	21	4	0	26	0	24	4	0	13	12	42	20	1	7	1	3	195
Install HEU Small Footprint Urinal (16" to 20" Footprint)	3	0	1	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	6
Install 0.25 gpf HEU Manual Urinal Valve w/ C9 vBt, Replace angle stop	0	5	9	0	17	0	25	7	7	2	4	0	10	10	44	17	1	0	1	3	162
Install 0.25 gpf HEU Manual Urinal Valve w/ C13 vBt, Replace angle stop	3	4	0	0	4	4	2	19	0	22	0	0	3	2	2	3	0	7	0	0	75
Install 0.5 gpf HEU Manual Urinal Valve w/ C9 vBt, Replace angle stop	3	9	21	13	0	0	0	0	0	0	0	29	21	0	0	3	0	0	0	3	102
Install 0.5 gpf HEU Manual Urinal Valve w/ C13 vBt, Replace angle stop	0	0	0	0	0	0	0	0	0	0	0	0	3	13	0	0	0	0	0	0	16
Install 0.5 gpm Tamperproof PCA Spray Flow Control for Existing Faucet w/ Thread Adapter	71	75	57	64	204	92	51	172	51	42	119	59	130	54	109	168	70	40	72	30	1730
Install 1.0 gpm Tamperproof PCA Laminar Flow Control for Existing Faucet w/ Thread Adapter	3	3	4	5	12	5	4	16	6	5	3	5	8	7	12	15	6	9	7	5	140

Measure Description HET – High Efficiency Toilet HEU – High Efficiency Urinal vBt – Vacuum Breaker Tube	Annabel C. Perry PreK-8	Apollo MS	Attucks MS	Bair MS	Coral Glades HS	Croissant Park ES	Crystal Lake MS	Cypress Bay HS	Dave Thomas West Center	Falcon Cove MS	Lakeside ES	Lauderhill 6-12	Miramar HS	Nova MS	Piper HS	Pompano Beach HS	Riverland ES	Seagull School	Virginia S. Young Montessori	Wingate Oaks Ctr	TOTALS
Install Single Hole Brass Valve Single Temp Push Button Front Mount Metering Lavatory Faucet with 0.5 gpm Tamperproof Flow Control	0	3	0	2	7	2	0	0	1	0	0	4	21	20	12	0	2	1	1	0	76

Water Conservation Exclusions:

1. Repair or replacement of defective piping, isolation valves, or plumbing fixtures is not included unless otherwise specified in the Scope of Work;
2. Repair or replacement of inoperable or leaking water riser or isolation valves or repair or replacement of inoperable or leaking hot water circulating valves unless otherwise specified in the Scope of Work
3. Any conditions not meeting applicable codes or existing deficiencies in the Customer's plumbing system will be brought to the Customer's attention. Any work required to upgrade code violations or plumbing system deficiencies will be at an additional cost to the Customer.
4. It is the owner's responsibility to provide water pressure to all plumbing fixtures in the range of 25 to 85 psi. Deviations from this range will require installation of booster pumps or pressure reducing valves external to the scope of work provided.
5. Tile work, flange repairs, wall mount broken carriers, commercial angle-stop replacement, and floor or wall repairs are not included unless otherwise specified in the Scope of Work. This SOW includes up to 5% (8 total for this SOW) of the floor mounted flanges to be replaced as needed. Above this percentage will be performed at additional cost as required.
6. It is the owner's responsibility to ensure that plumbing infrastructure flow capacity (i.e. the ability for the water supply to meet peak demands of water use) is adequate to support a high efficiency plumbing fixture retrofit. Additionally, liability for water hammer and other infrastructure related conditions are excluded from this scope of work. Should such conditions be identified or arise, we will work with customer and/or Johnson Controls to provide potential solutions that would require a change order to this scope of work.
7. The responsibility for repair of defective, previously damaged, degraded, or faulty infrastructure related to water supply or sanitary drain lines is not included. The scope of work begins at the angle stop and ends at the flange connections of toilets, urinals and sinks. Any repairs outside of this scope of work are to be addressed by owner or by change order.
8. Painting, tile work, and wall repair outside of footprint related patching are excluded from our price. Pre-existing damage to walls or flooring will be brought to the attention of customer and/or Johnson Controls and the best course of action will be determined. Johnson Controls will repair any damages caused by the installations. Johnson Controls will attempt to match the existing conditions, but where unique tile or paint is present it may require the Customer to supply material.
9. Installation beyond the plumbing fixtures described in the scope of work contained herein
10. Repair of existing faucets, sinks, shower handles, valves and sink basins or leaks
11. Prior to construction, the owner will identify isolation valves. Isolation valves should be in working order, failed valves are the owner's responsibility to repair or replace.
12. Replacement of angle stops for flush valves associated with toilets and urinals will be replaced completely. All other angle stops will not be replaced as part of this SOW.
13. Replacement or modification of existing floor and wall coverings
14. Any and all ADA bathroom partitions, grab bars, extensions, sink faucet actuators, piping insulation, or other ADA requirements are hereby excluded from this proposal. JCI does not take responsibility for any existing or future ADA compliance issues and if required to modify bathrooms or fixtures to meet an ADA code this will be completed for an additional cost.

FIM–3: Compactors

This Scope of Work includes design, materials and labor for the following:

- This FIM will provide and install new commercial roll on/roll off compactors at the customer schools. The intent of this measure is to reduce operational costs related to the existing commercial dumpsters and SOMAT machines that are currently used at each school.
- The schools that will receive new compactors are
    - Attucks MS
    - Bair MS
    - Croissant Park ES
    - Falcon Cove MS
    - Lakeside ES
    - Lauderhill 6-12
- The scope of work for the compactors is detailed in design drawings in FIM-3 Appendix: 50% Compactor Construction Documents
    - Construction Documents to be completed for permitting upon project execution.
    - Surveys of area being improved
    - Ground Penetrating Radar (GPR) of areas being improved.
- Removal of fluids from grease trap system (one time) during installation of piping connections.
- Training on compactor operation and waste collection service changes will be provided for up to eight hours and scheduled with school staff for each site.
- Scope of Work Overview by School

School	Scope Category	Description
Attucks MS	Material	• Provide 34-yard Compactor with Deodorizer. • Provide six 96-gallon garbage totes.
	Electrical	• Provide and install new 480V three phase 20-amp circuit from Panel HDHK located in Room 102B to compactor power unit. • Provide and install new 120V single phase 20-amp circuit from Panel HHK located in Room 102B to compactor deodorizer.
	Plumbing	• Relocate existing area drain and reconnect to 4” sanitary line. • Remove and replace existing hose bibs on hot and cold-water lines.
	Civil	• Demo of existing paving for new reinforced concrete slab and underground utilities. • Provide and install reinforced concrete slab with enclosed chain link fence, gates and privacy screen.
Bair MS	Material	• Provide 34-yard Compactor with Deodorizer. • Provide six 96-gallon garbage totes.
	Electrical	• Provide and install new 480V three phase 20-amp circuit from Panel MSB-1 located in Room 234 to compactor power unit. • Provide and install new 120V single phase 20-amp circuit from Panel H4 located in Room 234 to compactor deodorizer.
	Plumbing	• Relocate existing area drain and reconnect to 4” sanitary line. • Provide and install new hot and cold-water lines to new hose bibs on exterior wall from room 227E.
	Civil	• Demo of existing paving for new reinforced concrete slab and underground utilities. • Provide and install reinforced concrete slab with enclosed chain link fence, gates and privacy screen.

School	Scope Category	Description
Croissant Park ES	Material	• Provide 34-yard Compactor with Deodorizer. • Provide six 96-gallon garbage totes.
	Electrical	• Provide and install new 480V three phase 20-amp circuit from Panel H1B located in Room 114 to compactor power unit. • Provide and install new 120V single phase 20-amp circuit from Panel H1B located in Room 114 to compactor deodorizer.
	Plumbing	• Relocate existing area drain and reconnect to 4” sanitary line.
	Civil	• Demo of existing paving and concrete for new reinforced concrete slab and underground utilities. • Provide and install reinforced concrete slab with enclosed chain link fence, gates and privacy screen. (Tie into existing masonry wall and chainlink fence)
Falcon Cove MS	Material	• Provide 34-yard Compactor with Deodorizer. • Provide six 96-gallon garbage totes.
	Electrical	• Provide and install new 480V three phase 20-amp circuit from Panel 2H1A located in Room 329 to compactor power unit. • Provide and install new 120V single phase 20-amp circuit from Panel 2H1A located in Room 329 to compactor deodorizer.
	Plumbing	• Provide and install new area drain and connect to existing grease trap piping. • Remove and replace existing hose bib on cold water line.
	Civil	• Demo of existing paving and concrete for new reinforced concrete slab and underground utilities. • Demo and extend masonry wall of existing dumpster pen enclosure. • Provide and install reinforced concrete slab with enclosed chain link fence, gates and privacy screen. (Tie into existing and new masonry walls)
Lakeside ES	Material	• Provide 34-yard Compactor with Deodorizer. • Provide six 96-gallon garbage totes.
	Electrical	• Provide and install new 208V three phase 40-amp circuit from Panel A located in Room 190 to compactor power unit. • Provide and install new 120V single phase 20-amp circuit from Panel 2H1A located in Room 190 to compactor deodorizer.
	Plumbing	• Provide and install new area drain and connect to existing grease trap piping.
	Civil	• Demo of existing paving and concrete for new reinforced concrete slab and underground utilities. • Provide and install reinforced concrete slab with enclosed chain link fence, gates and privacy screen. (Tie into existing masonry chainlink fence)
Lauderhill 6-12	Material	• Provide 34-yard Compactor with Deodorizer. • Provide six 96-gallon garbage totes.
	Electrical	• Provide and install new 480V three phase 20-amp circuit from Panel 4PP located in Room 150 to compactor power unit. • Provide and install new 120V single phase 20-amp circuit from Panel G located in Room 172 to compactor deodorizer.
	Plumbing	• Demo existing area drain. • Provide and install new area drain and connect to new 50-gallon grease trap. • Tie new grease trap into existing 4” sanitary line. • Provide and install new hot and cold-water lines to new hose bibs on exterior wall from room 176G.

School	Scope Category	Description
	Civil	• Demo of existing paving and concrete for new reinforced concrete slab and underground utilities. • Provide and install reinforced concrete slab with enclosed chain link fence, gates and privacy screen.

Compactor Exclusions

1. Additional design costs due to any redesign needed for underground obstructions.
2. Additional costs due to unforeseen underground obstructions.
3. Relocation of existing utilities not shown in drawings.
4. Repair of damaged existing plumbing.
5. Video survey of existing underground piping.
6. Demolition and removal of existing SOMAT machines.
7. On-going maintenance, supplies, or repairs to compactor systems.
8. Modification of solid waste collection service contract for each site for compactor service.

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Article 2. ASSURED PERFORMANCE GUARANTEE

I. PROJECT BENEFITS

A. Certain Definitions. For purposes of this Agreement, the following terms have the meanings set forth below:

Annual Project Benefits are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

Annual Project Benefits Realized are the Project Benefits actually realized for any one year of the Guarantee Term.

Annual Project Benefits Shortfall is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

Annual Project Benefits Surplus is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

Baseline is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

Guarantee Term will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.

Installation Period is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

Measured Project Benefits are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Section III below.

Non-Measured Project Benefits are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits is outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

Project Benefits are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

Total Project Benefits are the projected Project Benefits to be achieved during the entire term of this Agreement.

B. Project Benefits Summary. Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of $4,536,941 in Non-Measured Project Benefits and JCI guarantees that Customer will achieve a total of $17,755,014 in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of $22,291,955 as set forth in the Total Project Benefits table below.

Total Project Benefits

Year	Measured Utility Cost Avoidance*	Measured Operational Cost Avoidance**	Non-Measured Utility Cost Avoidance*	Operations & Maintenance Cost Avoidance***	Annual Project Benefits
Construction	$345,460	$39,827	$60,788	$-	$446,075
1	$810,236	$128,275	$148,498	$92,170	$1,179,178
2	$834,543	$131,482	$152,953	$94,935	$1,213,912
3	$859,579	$134,769	$157,541	$97,783	$1,249,672
4	$885,367	$138,138	$162,267	$100,717	$1,286,489
5	$911,928	$141,592	$167,135	$103,738	$1,324,393
6	$939,286	$145,131	$172,149	$106,850	$1,363,417
7	$967,464	$148,760	$177,314	$110,056	$1,403,593
8	$996,488	$152,479	$182,633	$113,357	$1,444,957
9	$1,026,383	$156,291	$188,112	$116,758	$1,487,544
10	$1,057,174	$160,198	$193,756	$120,261	$1,531,389
11	$1,088,889	$164,203	$199,568	$123,869	$1,576,529
12	$1,121,556	$168,308	$205,555	$127,585	$1,623,004
13	$1,155,203	$172,516	$211,722	$131,412	$1,670,853
14	$1,189,859	$176,829	$218,074	$135,355	$1,720,116
15	$1,225,555	$181,249	$224,616	$139,415	$1,770,835
Total	$15,414,969	$2,340,045	$2,822,682	$1,714,259	$22,291,955

* Utility Cost Avoidance figures in the table above are based on anticipated increases in unit energy costs as set forth in the table in Section IV below.
** Measured Operational Cost Avoidance figures in the table above are based on anticipated increases in operational costs as set forth in the table in Section IV below.
*** For Non-Measured Operations & Maintenance Cost Avoidance Project Benefit. Operations & Maintenance Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of three percent (3%). Escalation will begin after the 16-month installation period.
NOTE: Escalated values in table above are only shown to the nearest dollar.

Within sixty (60) days of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved during the Installation Period plus any Non-Measured Project Benefits applicable to such period and advise Customer of same. Any Project Benefits achieved during the Installation Period may, at JCI's discretion, be allocated to the Annual Project Benefits for the first year of the Guarantee Term. Within sixty (60) days of each anniversary of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved for the applicable year plus any Non-Measured Project Benefits applicable to such period and advise Customer of same.

Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Article 4, (iii) fails to fulfill any of its responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability hereunder.

C. Project Benefits Shortfalls or Surpluses.

(i) *Project Benefits Shortfalls*. If an Annual Project Benefits Shortfall occurs for any one year of the Guarantee Term, JCI shall, at its discretion and in any combination, (a) set off the amount of such shortfall against any unpaid balance Customer then owes to JCI, (b) where permitted by applicable law, increase the next year's amount of Annual Project Benefits by the amount of such shortfall, (c) pay to Customer the amount of such shortfall, or (d) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer.

(ii) *Project Benefits Surpluses*. If an Annual Project Benefits Surplus occurs for any one year of the Guarantee Term, JCI may, at its discretion and in any combination, (a) apply the amount of such surplus to set off any subsequent Annual Project Benefit Shortfall during the Guarantee Term, or (b) bill Customer for the amount of payments made pursuant to Section C(i)(c) above and/or the value of the products or services provided pursuant to clause C(i)(d) above, in an amount not to exceed the amount of such surplus.

(iii) *Additional Improvements*. Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.

II. NON-MEASURED PROJECT BENEFITS

Operating and Maintenance Cost Avoidance Summary

Non-Measured Operational and Maintenance Benefits	FIM	Year 1 Benefits	Applicable Years	Annual Escalation
Lighting Material Savings	1	$69,589	1-15	3%
Domestic Plumbing O&M Savings	2	$2,663	1-15	3%
SOMAT machines O&M Savings	3	$19,918	1-15	3%
Total Non-Measured Operational Benefits		**$92,170**		

Non-Measured Utility Benefits Summary

Non-Measured Utility Benefits	FIM	Year 1 Benefits	Applicable Years	Escalation
Exterior Lighting Savings (Multiple Sites)	1	$36,015	1-15	3%
Interior Lighting HVAC impact Savings (Multiple A/C Sites)	1	$109,228	1-15	3%
SOMAT machines use water reduction impact Savings (Multiple Sites)	3	$3,255	1-15	3%
Total Non-Measured Utility Benefits =		**$148,498**		

Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.

Non-Measured Operational and Maintenance(O&M) Benefits Details

FIM-1: Lighting Material Savings

Customer will see a reduction in the cost of lighting materials as a direct result of the implementation of FIM-1. O&M cost avoidance for lighting materials derive from the installation of new lighting equipment which include cost avoidance from reduced expenses for lamps and ballasts realized as a result of the replacement of existing fluorescent lamps with LED lamps and the elimination of existing ballast materials. LED lamps have longer rated lives with warranties as indicated in the warranty submittal.

Material savings were calculated by the following equations:

Material Savings (Project Term)
Lamp Unit Cost per Hour = Average Lamp Cost ÷ Average Lamp Life.
Ballast Unit Cost per Hour = Average Ballast Cost ÷ Average Ballast Life.
Existing Annual Lamp Material Cost = Existing Burn Hours × Quantity of Lamps × Lamp Unit Cost per Hour.
Existing Annual Ballast Material Cost = Existing Burn Hours × Quantity of Ballasts × Ballast Unit Cost per Hour.
Proposed Annual Lamp Material Cost = Existing Burn Hours × Quantity of Lamps × Lamp Unit Cost per Hour.
Proposed Annual Ballast Material Cost = Existing Burn Hours × Quantity of Ballasts × Ballast Unit Cost per Hour.
Proposed Annual Material Cost = Proposed Burn Hours × ((Quantity of Lamps × Lamp Unit Cost per Hour) + (Quantity of Ballasts × Ballast Unit Cost per Hour)).

Annualized Project Term Material Savings = ((Project Term × (Existing Annual Lamp Material Cost + Existing Annual Ballast Material Cost)) - ((Project Term - Proposed Lamp Warranty Period) × Proposed Annual Lamp Material Cost) + ((Project Term - Proposed Ballast Warranty Period) × Proposed Annual Ballast Material Cost))) ÷ Project Term.

Site/Building Name	Term Averaged Year 1 Annual Material Savings
Annabel C. Perry PreK-8	$2,478
Apollo MS	$3,231
Attucks MS	$4,064
Bair MS	$2,490
Coral Glades HS	$4,194
Croissant Park ES	$2,036
Crystal Lake MS	$4,700
Cypress Bay HS	$6,386
Dave Thomas West Center	$1,376
Falcon Cove MS	$3,336
Lakeside ES	$1,836
Lauderhill 6-12	$3,031
Miramar HS	$4,990
Nova MS	$3,294
Piper HS	$4,677
Pompano Beach HS	$4,509
Riverland ES	$1,302
Seagull School	$1,280
Virginia S. Young Montessori	$1,534
Wingate Oaks Ctr	$1,488
Annabel C. Perry PreK-8 - EXTERIOR	$-
Apollo MS - EXTERIOR	$236
Attucks MS - EXTERIOR	$522
Bair MS - EXTERIOR	$107
Coral Glades HS - EXTERIOR	$516
Croissant Park ES - EXTERIOR	$681
Crystal Lake MS - EXTERIOR	$541
Cypress Bay HS - EXTERIOR	$1,114
Dave Thomas West Center - EXTERIOR	$286
Falcon Cove MS - EXTERIOR	$116
Lakeside ES - EXTERIOR	$-
Lauderhill 6-12 - EXTERIOR	$146
Miramar HS - EXTERIOR	$388
Nova MS - EXTERIOR	$255
Piper HS - EXTERIOR	$621
Pompano Beach HS - EXTERIOR	$875
Riverland ES - EXTERIOR	$247
Seagull School - EXTERIOR	$467
Virginia S. Young Montessori - EXTERIOR	$88
Wingate Oaks Ctr - EXTERIOR	$150
Total	**$69,589**

FIM-2: Water Conservation - Plumbing O&M Savings

The customer shall see a reduction in the cost of repair materials as a direct result of the implementation of FIM-2. This O&M cost avoidance derives from a reduction of repair materials for the FIM-2 fixtures that are listed for replacement or upgrade. The new fixtures will have warranties as indicated in the warranty submittal.

Material savings are summarized by site in the following table:

These savings are determined based on the following:

Total # of toilet valve replacements	162
Annual savings per replacement (Year 1)	$5.15
Total Toilet O&M Savings	**$835**
Total # of urinal valve replacements	355
Annual savings per replacement (Year 1)	$5.15
Total Urinal O&M Savings	**$1,828**
Total Domestic Plumbing O&M Savings	**$2,663**

FIM-3: Compactors - SOMAT machines O&M Savings

The customer shall see a reduction in the cost of repair materials for existing SOMAT pulping machines as a direct result of the implementation of FIM-3. This O&M cost avoidance derives from an elimination of repair costs for the FIM-3 sites listed for compactor installations. The SOMAT repair savings were derived from information provided by Environmental Conservation/Utility Management group on the existing cost of SOMAT machines throughout the district.

Repair savings are summarized per site in the following table:

Total SOMAT Annual Repair Costs*	Total Number of Schools with SOMAT machines**	SOMAT Repair Cost per School (Base Year)	SOMAT Repair Cost per School (Year 1) ***	Total for Compactors at Six Schools (Year 1)
$551,132	171	$3,223	$3,319.69	$19,918

*Per email dated 10/13/25 (Included in Appendix 3)
**Per email dated 10/31/25 (Included in Appendix 3)
*** Year 1 includes 3% escalation in costs.

Non-Measured Utility Benefits

The Project Benefits identified below were derived using engineering calculations based on industry standards and data provided by the Customer. These Project Benefits shall be Non-Measured Project Benefits (as defined above) under this Article 2. Reference the FIM-1 Appendix for specific information.

FIM-1: Exterior Lighting Savings

Customer will have the following utility savings as effect of the installation on FIM-1.

Site/Building Name	Annual Electric Demand Savings (kW)	Y1 Electric Demand Savings ($/yr.)	Annual Electric Energy Savings Non-Measured (kWh)	Y1 Electric Energy Savings ($/yr.)	Total Year 1 Electric Savings Non-Measured ($)
Apollo MS - EXTERIOR	-	$111	-	$1,406	$1,516
Attucks MS - EXTERIOR	0.5	$96	22,898	$1,217	$1,313
Bair MS - EXTERIOR	0.5	$25	19,819	$440	$465
Coral Glades HS - EXTERIOR	0.1	$262	6,439	$3,329	$3,591
Croissant Park ES - EXTERIOR	1.2	$201	54,222	$3,575	$3,776
Crystal Lake MS - EXTERIOR	1.2	$191	52,273	$2,511	$2,701
Cypress Bay HS - EXTERIOR	0.9	$355	40,422	$4,637	$4,992
Dave Thomas West Center - EXTERIOR	1.7	$61	74,656	$923	$984
Falcon Cove MS - EXTERIOR	0.3	$28	14,839	$364	$392
Lauderhill 6-12 - EXTERIOR	0.1	$53	5,861	$675	$728
Miramar HS - EXTERIOR	-	$141	-	$1,795	$1,937
Nova MS - EXTERIOR	0.3	$49	10,993	$878	$928
Piper HS - EXTERIOR	0.7	$158	29,246	$2,079	$2,238
Pompano Beach HS - EXTERIOR	0.3	$376	12,842	$4,769	$5,145
Riverland ES - EXTERIOR	0.8	$168	33,480	$1,964	$2,132
Seagull School - EXTERIOR	1.8	$99	77,685	$1,745	$1,843
Virginia S. Young Montessori - EXTERIOR	1.0	$21	28,710	$369	$390
Wingate Oaks Ctr - EXTERIOR	0.6	$50	25,508	$894	$945
Totals	**12.4**	**$2,445**	**528,374**	**$33,570**	**$36,015**

(Y1 values above carry 3% escalation from Base Year rates)

Equations for Calculating Lighting Retrofit Savings

Demand (kW)

$Connected\ kW\ Saving = \sum_u [\ (kW/Fixture_{baseline} \times Quantity_{baseline} - kW/Fixture_{post} \times Quantity_{post})]_{t,u}$

$Actual\ kW\ Savings = \sum_u [\ Connected\ kW\ Savings_u \times Coincident\ Factor_u]_{t,u}$

where:

$kW/fixture_{baseline}$=	lighting baseline demand per fixture for usage group *u*
$kW/fixture_{post}$=	lighting demand per fixture during post-installation period for usage group
$Quantity_{baseline}$=	quantity of affected fixtures before the lighting retrofit for usage group *u*
$Quantity_{post}$=	quantity of affected fixtures after the lighting retrofit for usage group *u*
$Coincident\ Factor_u$=	*Coincident* Factor is a multiplier to account for Demand Diversity of each specific usage group *u*.

Energy (kWh)

$kWh\ Savings_{Lighting} = \sum_u [Connected\ kW\ Savings_u \times Burn\ Hours]_{t,u}$

where:

$kW\ Savings_u$ =	kilowatt savings realized during the post-installation time for usage group *u*
Burn Hours =	number of operating hours during the time period *t* for the usage group *u*

Exterior Room Type (Usage Group Description)	Pre-retrofit Annual Burn Hours	Post-retrofit Annual Burn Hours	Coincidence Factor
Exterior	4380	4380	10%
Exterior, Low Use	857	600	10%
24/7 Operation	8760	8760	100%
Exit Signs	8760	8760	100%

Existing Component Code	Exist System Wattage
1X100HPS	138
1X100MH	128
1X10LEDF	10
1X110LEDF	110
1X120LEDF	120
1X125LEDF	125
1X13CFL2P	16
1X14LEDF	14
1X14LEDSI	14
1X150HPS	188
1X150LEDF	150
1X175MH	215
1X18LEDSI	18
1X20LEDF	20
1X20LEDSI	20
1X22LEDF	22
1X250HPS	295
1X250LEDF	250
1X250MH	272
1X25LEDF	25
1X26CFL4P	29
1X28T8EBN	27
1X2LEDFROG	2
1X300HAL	300
1X30LEDF	30
1X32CFL4P	35
1X35LEDSI	35
1X400HPS	465
1X400MH	458
1X40LEDF	40
1X42CFL4P	46

Existing Component Code	Exist System Wattage
1X45LEDSI	45
1X50LEDF	50
1X60INCA	60
1X60LEDF	60
1X70HPS	95
1X70MH	95
1X75INCA	75
1X75LEDF	75
1X90LEDF	90
2X1000MH	2,160
2X120LEDF	240
2X125LEDF	250
2X13CFL2P	31
2X150LEDF	300
2X17T8EBN	33
2X250LEDF	250
2X26CFL4P	51
2X28T8EBN	49
2X32CFL2P	62
2X32T8EBN	57
2X34T12MB	72
2X400HPS	930
2X400MH	916
2X42CFL4P	93
2X90LEDF	180
3X125LEDF	375
4X1000MH	4,320
4X28T8EBN	92
4X750MH	3,400

FIM-1: HVAC Impact - Interior Lighting Savings

Additional electrical savings will be achieved because the reduced lighting load will in turn reduce cooling loads at the facilities. Heating loads will similarly increase. These impacts were calculated using Rundquist Method: (HVAC Impact: Cooling Benefit - Heating Penalty).

Fraction of Lighting Savings as Air Cooling Savings = A × B ÷ C.
Where: A = Fraction of Year of Cooling Season, Estimated at 0.96.
B = Fraction of the Lighting Load met by Mechanical Cooling (87%).
C = Cooling system's coefficient of Performance; Average of 2.7.

Extra Heat required (BTU) = D × E × F ÷ G
Where: D = Heating Season = 1 - A.
E = Fraction of the Lighting Reduction that has to be made up by heating. A portion of the lighting heat is released at night. Estimated at 0%.
F = Annual BTU Equivalent of Lighting Saved. Annual Saved kWh × 3414 = BTU.
G = Seasonal Heating Efficiency estimate of basic efficiency of heating system, assumed 100%.

Interactive HVAC Net Benefit/Penalty = Annual kWh Savings × Fraction of Lighting Savings as Air Cooling Savings) - (Extra Heat Required × Average Fuel Rate per BTU).

NOTE: The HVAC savings only applied to lighting retrofits in the conditioned spaces.

Total HVAC Lighting-impact Savings

Site/Building Name	Year 1 Annual HVAC Savings (Lighting & Sensors)
Annabel C Perry PreK-8	$5,036
Attucks MS	$5,494
Coral Glades HS	$6,999
Crystal Lake MS	$4,654
Dave Thomas West Center	$6,746
Lakeside ES	$3,896
Miramar HS	$8,544
Piper HS	$10,842
Riverland ES	$2,370
Virginia S Young Montessori	$5,932
Apollo MS	$3,074
Bair MS	$4,107
Croissant Park ES	$9,758
Cypress Bay HS	$6,266
Falcon Cove MS	$7,481
Lauderhill 6-12	$6,445
Nova MS	$3,176
Pompano Beach HS	$2,437
Seagull School	$2,861
Wingate Oaks Ctr	$3,111
TOTAL	**$109,228**

FIM-3: SOMAT machines use water reduction impact Savings (Multiple Sites)

$$SOMAT\ Water\ Cost\ Savings\ (\$) = Gallons\ Water\ per\ Hour * Hours\ per\ Day * Days\ per\ Year * \frac{kgal}{1000\ gal} * \frac{WaterSewer\ Combined\ Cost}{kgal}$$

The expected non-measured savings for this FIM are as follows, at the rates and escalations as noted in Article 2, Section IV.

School Name	Estimated Water Usage (From SPC-75S SOMAT Manual)* (Gal/Hr.)	School Year Days	Hours Used (Hrs./Day)	Annual SOMAT Water Savings (kGal)	Year 1 SOMAT Non-measured Water Cost Savings ($)
Attucks MS	90	180	2	32.4	$653
Bair MS	90	180	2	32.4	$359
Croissant Park ES	90	180	2	32.4	$764
Falcon Cove MS	90	180	2	32.4	$449
Lakeside ES	90	180	2	32.4	$645
Lauderhill 6-12	90	180	2	32.4	$386
Total Year 1 SOMAT Non-Measured Water Benefits					$3,255

*Per SPC 75S SOMAT Manual (Included in Appendix 3)

Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.

III. MEASUREMENT AND VERIFICATION METHODOLOGIES

The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below. JCI shall apply these methodologies, as more fully detailed in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP) in connection with the provision of M&V Services hereunder.

Option A
Retrofit Isolation: Key Parameter Measurement

Measured Project Benefits are determined by partial field measurement of the energy use of the system(s) to which an Improvement Measure was applied separate from the energy use of the rest of the facility.

Partial measurement means that some but not all parameters will be measured. Careful review of the design and installation of Improvement Measures is intended to demonstrate that the stipulated values fairly represent the probable actual values. Agreed-upon values will be shown in the measurement and verification plan. Engineering calculations using measurements and stipulations are used to calculate Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits from the following Improvement Measures will be calculated using Option A:

FIM-1 - LED Lighting Upgrades
FIM-2 – Water Conservation
FIM-3 - Compactors

Option B
Retrofit Isolation: All Parameter Measurement

Measured Project Benefits are determined by field measurement of the energy use of the systems to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Short-term, long-term or continuous measurements are taken throughout the pre and post-retrofit periods. Engineering calculations using short term, long-term or continuous pre and post-retrofit measurements are used to calculate the Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits from the following Improvement Measures will be calculated using Option B:

None

Option C
Whole Facility

Option C involves use of utility meters or whole building sub-meters to assess the energy performance of a total building. Option C assesses the impact of any type of Improvement Measure, but not individually if more than one is applied to an energy meter. This option determines the collective Measured Project Benefits of all Improvement Measures applied to the part of the facility monitored by the energy meter. Also, since whole building meters are used, Measured Project Benefits reported under Option C include the impact of any other change made in facility energy use (positive or negative).

Measured Project Benefits from the following Improvement Measures will be calculated using Option C:

None

Option D
Calibrated Simulation

Option D involves the use of computer simulation software to predict energy use. Such simulation model must be "calibrated" so that it predicts an energy use and demand pattern that reasonably matches actual utility consumption and demand data from either the base-year or a post-retrofit year.

Option D may be used to assess the performance of all Improvement Measures in a facility, akin to Option C. However, different from Option C, multiple runs of the simulation tool in Option D allow estimates of the Measured Project Benefits attributable to each Improvement Measure within a multiple Improvement Measure project.

Option D may also be used to assess just the performance of individual systems within a facility, akin to Options A and B. In this case, the system's energy use must be isolated from that of the rest of the facility by appropriate meters.

Measured Project Benefits from the following Improvement Measures will be calculated using Option D:

None

CHANGES IN USE OR CONDITION; ADJUSTMENT TO BASELINE AND/OR ANNUAL PROJECT BENEFITS

Customer agrees to notify JCI, within fourteen (14) days, of (i) any actual or intended change, whether before or during the Guarantee Term, in the use of any facility, equipment, or Improvement Measure to which this Schedule applies; (ii) any proposed or actual expansions or additions to the premises or any building or facility at the premises; (iii) a change to utility services to all or any portion of the premises; or (iv) any other change or condition arising before or during the Guarantee Term that reasonably could be expected to change the amount of Project Benefits realized under this Agreement.

Such a change, expansion, addition, or condition would include, but is not limited to:(a) changes in the primary use of any facility, Improvement Measure, or portion of the premises; (b) changes to the hours of operation of any facility, Improvement Measure, or portion of the premises; (c) changes or modifications to the Improvement Measures or any related equipment; (d) changes to the M&V Services provided under this Agreement; (e) failure of any portion of the premises to meet building codes; (f) changes in utility suppliers, utility rates, method of utility billing, or method of utility purchasing; (g) insufficient or improper maintenance or unsound usage of the Improvement Measures or any related equipment at any facility or portion of the premises (other than by JCI); (h) changes to the Improvement Measures or any related equipment or to any facility or portion of the premises required by building codes or any governmental or quasi-governmental entity; or (i) additions or deletions of Improvement Measures or any related equipment at any facility or portion of the premises.

Such a change or condition need not be identified in the Baseline in order to permit JCI to make an adjustment to the Baseline and/or the Annual Project Benefits. If JCI does not receive the notice within the time period specified above or travels to either Customer's location or the project site to determine the nature and scope of such changes, Customer agrees to pay JCI, in addition to any other amounts due under this Agreement, the applicable hourly consulting rate for the time it took to determine the changes and to make any adjustments and/or corrections to the project as a result of the changes, plus all reasonable and documented out-of pocket expenses, including travel costs. Upon receipt of such notice, or if JCI independently learns of any such change or condition, JCI shall calculate and send to Customer a notice of adjustment to the Baseline and/or Annual Project Benefits to reflect the impact of such change or condition, and the adjustment shall become effective as of the date the change or condition first arose. Should Customer fail to promptly provide JCI with notice of any such change or condition, JCI may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be conclusive.

Description of Measurement and Verification Methodologies by FIMs:

FIM-1: LED Lighting Upgrades

Option A: Measurement and Verification Plan for Interior Lighting Improvements

The savings associated with this FIM will be verified using IPMVP Core Concepts, EVO 10000 -1:2016, Option A, Retrofit Isolation with Key Parameter Measurement. The savings for this FIM are generated through a reduction in energy used by the lighting system; therefore, the measurement boundary is the lighting system itself.

Key Parameter	Measurement Frequency	Measurement Description
Pre- and Post-retrofit Fixture Power Draw (kW)	One-time	The pre-retrofit power draw on a sample of fixtures meeting the 80/20 sampling plan – assuming a coefficient of variance of 0.5 – has been measured using a true RMS meter during the Phase 5 Development audit phase between 11/18/2025 and 11/20/2025. Fixtures with similar lamps and ballasts, counts and types were grouped together with a lamp/ballast code. Measured wattages were used when possible. In some situations, such as when a certain type of lighting fixture was not available by itself on a switch, typical wattages as published by ANSI (American National Standards Institute) were used. The post-retrofit wattage of the impacted fixtures will be measured one time on a sample of fixtures meeting the same sampling criteria. The savings will be updated.
Estimated Parameter	**Assumed Value**	**Justification, Source and Description**
Burn Hours	Refer to the table below	The existing lighting burn hours for a sample of space types meeting the 80/20 sampling plan – assuming a coefficient of variance of 0.5 were measured. Data loggers were installed from 02/17/20 through 03/06/20 during the Phase 1 project. It is agreed that this time period represents typical usage for the lighting systems. In some situations where occupancy loggers were not possible to deploy, auditing efforts support defined values with local customer interview as source of data. The measured burn hours were then extrapolated to annual burn hours by multiplying the measured hours by the ratio of weeks that school is in session to measured weeks. The hours were then averaged by space type. The table below shows the average annual baseline burn hours by space type. These values will not be measured again.
Coincident Factor	Refer to the table below	The coincident factor is estimated based on the number of fixtures in a given space type that were estimated to be operating at the same time during the on peak period and is agreed to remain at the same value after the retrofit. The coincident factors by room/space types are as listed in the table below with pre and post burn hours.

Following table summarizes existing fixture codes and corresponding average power draws.

Existing Component Code	Existing System Wattage
16X25INCA	400
1X1000MH	1,080
1X100HAL	100
1X100HPS	138
1X100INCA	100
1X100MH	128
1X105LEDF	105
1X10LEDF	10
1X10LEDSI	10
1X110LEDF	110
1X110LEDSI	110
1X120HAL	120
1X120INCA	120
1X120LEDF	120
1X125LEDF	125
1X12LEDF	12
1X12LEDTDW	11
1X13CFL2P	16
1X13CFL4P	16
1X14LEDF	14
1X14LEDSI	14
1X150HAL	150
1X150HPS	188
1X150LEDF	150
1X15LEDF	15
1X16LEDF	16
1X175LEDF	175
1X175MH	215
1X17T8EBN	20
1X18LEDSI	18
1X200MH	228
1X20CFLSI	20
1X20LEDF	20
1X20LEDSI	20
1X22LEDF	22
1X23CFLSI	23
1X24LEDF	24
1X250HAL	250
1X250HPS	295
1X250INCA	250

Existing Component Code	Existing System Wattage
1X250LEDF	250
1X250MH	272
1X250MV	290
1X25LEDF	25
1X25T83FTEBN	26
1X26CFL4P	29
1X28LEDF	28
1X28T8EBN	27
1X29LEDF	29
1X2LEDFROG	2
1X300HAL	300
1X30CFLSI	30
1X30LEDF	30
1X30T12MB	46
1X32CFL4P	35
1X32CFLSI	32
1X32T8EBN	31
1X34LEDF	34
1X34T12MB	43
1X35LEDSI	35
1X39LEDF	39
1X3LEDEXIT	3
1X400HPS	465
1X400MH	458
1X40INCA	40
1X40LEDF	40
1X42CFL4P	46
1X42CFLGU24	42
1X45HAL	45
1X45INCA	45
1X45LEDSI	45
1X49LEDF	49
1X4LEDEXIT	4
1X500HAL	500
1X50HAL	50
1X50LEDF	50
1X50LEDSI	50
1X52INCA	52
1X5LED2P	5
1X5LEDF	5

Existing Component Code	Existing System Wattage
1X60INCA	60
1X60LEDF	60
1X65HAL	65
1X65LEDF	65
1X6LEDSI	6
1X70HPS	95
1X70INCA	70
1X70MH	95
1X75HAL	75
1X75INCA	75
1X75LEDF	75
1X78LEDF	78
1X7CFL2P	10
1X80LEDF	80
1X8LEDT	8
1X90LEDF	90
1X9CFL2P	12
1X9LEDSI	9
2X1000MH	2,160
2X120LEDF	240
2X125LEDF	250
2X12LEDTDW	21
2X12LEDTEBHEN	21
2X13CFL2P	31
2X150LEDF	300
2X15LEDT	23
2X16LEDF	32
2X16LEDTDW	26
2X17LEDTEBHEN	30
2X17T8EBN	33
2X18CFL2P	38
2X18CFL4P	40
2X20CFLSI	40
2X250LEDF	250
2X25T83FTEBN	46
2X25T83FTEBN + 2X17T8EBN	70
2X26CFL2P	51
2X26CFL4P	51
2X28T8EBN	49
2X32CFL2P	62
2X32T8U6EBN	59

Existing Component Code	Existing System Wattage
2X34T12MB	72
2X400HPS	930
2X400MH	916
2X42CFL4P	93
2X52INCA	104
2X5INCA	10
2X60INCA	120
2X60T12HOMB	145
2X6LEDSI	12
2X75INCA	150
2X7CFL2P	21
2X7LEDSI	14
2X90LEDF	180
2X9CFL2P	23
2X9LEDSI	18
2X9LEDTEBHEN	16
3X125LEDF	375
3X17T8EBN	47
3X25T83FTEBN	72
3X28T8EBN	73
3X28T8EBN2	79
3X28T8EBN-DL1	27
3X32T8EBN	85
3X34T12MB2	115
3X60INCA	180
3X9CFLSI	27
4X1000MH	4,320
4X12LEDTDW	42
4X16LEDTDW	64
4X25T83FTEBN	92
4X28T8EBN	92
4X28T8EBN2	104
4X32T8EBN	107
4X32T8EBN2	116
4X32T8EBN-DL2	52
4X34T12MB2	137
4X750MH	3,400
5X16LEDTDW	80
5X28T8EBN	128
6X28T8EBN2	152

The following table summarizes average annual burn hours by room types and corresponding coincidence factors used for estimating savings for this FIM:

				Post-retrofit Annualized Burn Hours		
Master Schedule Name Per Building List	**Area Specific or Hrs. Type Custom Codes**	**Description**	**Existing Burn Hours Assigned**	**No Sensor/ Existing Sensor**	**Sensor Retrofit**	**Coincidence Factor**
ES	AU	Auditorium/Stage	1,393	1,393	975	90%
HS	AU	Auditorium/Stage	1,500	1,500	1,050	90%
MS	AU	Auditorium/Stage	1,000	1,000	700	90%
ALL	BR	Break room	2,860	2,860	2,107	90%
ALL	BR-AS	Break room-Already Sensored	2,107	2,107	2,107	90%
ALL	CF	Cafeteria	3,313	3,313	2,621	90%
ALL	CF-AS	Cafeteria, Already Sensored	2,527	2,527	2,527	90%
ES	CF-H	Cafeteria, High Use	6,905	6,905	3,144	100%
ALL	CL	Classroom	1,869	1,869	1,256	90%
ALL	CL-AS	Classroom, Already Sensored	1,481	1,481	1,481	90%
ALL	CL-ASB	Classroom, Already Sensored (Sensor not Working)	1,869	1,869	1,256	90%
ALL	CL-H	Classroom, High Use	6,905	6,905	1,752	100%
ALL	CL-L	Classroom	1,877	1,877	1,203	90%
ALL	CR	Conference Room	1,715	1,715	1,485	90%
ES	CR-AS	Conference Room, Already Sensored	1,485	1,485	1,485	90%
ALL	DR	Dressing Room/Fitting Areas	1,200	1,200	840	90%
ES	DR-AS	Dressing Room/Fitting Areas-Already Sensored	840	840	840	50%
ALL	EL	Elevator	8,760	8,760	8,760	100%
ES	EXAM	Exam room	1,393	1,393	975	90%
HS	EXAM	Exam room	1,500	1,500	1,050	90%
MS	EXAM	Exam room	1,427	1,427	999	90%
ALL	GYM	Gymnasium	3,570	3,570	1,871	90%
ALL	GYM-AS	Gymnasium, Already Sensored	2,258	2,258	2,258	90%
ALL	HW	Hallway	4,171	4,171	2,196	90%
ALL	HW-AS	Hallway, Already Sensored	2,196	2,196	2,196	90%
HS	HW-ASB	Hallway, Already Sensored (Sensor not Working)	4,171	4,171	2,196	90%
ES	HW-H	Hallway, High Use	6,168	6,168	2,085	100%
ALL	HW-L	Hallway, Low Use	500	500	350	50%
ALL	KT	Kitchen	2,255	2,255	2,100	90%
ALL	KT-AS	Kitchen, Already Sensored	2,100	2,100	2,100	90%
ES	LAV	Lavatory	3,645	3,645	672	90%

				Post-retrofit Annualized Burn Hours		
Master Schedule Name Per Building List	**Area Specific or Hrs. Type Custom Codes**	**Description**	**Existing Burn Hours Assigned**	**No Sensor/ Existing Sensor**	**Sensor Retrofit**	**Coincidence Factor**
HS	LAV	Lavatory	3,645	3,645	672	90%
MS	LAV	Lavatory	3,645	3,645	672	90%
ES	LAV-AS	Lavatory-Already Sensored	2,468	2,468	2,468	90%
ALL	LI	Library	2,890	2,890	2,287	90%
ALL	LI-AS	Library, Already Sensored	2,287	2,287	2,287	90%
ALL	LO	Lobby/Entry Vestibule	3,963	3,963	2,730	90%
ALL	LO-AS	Lobby/Entry Vestibule-Already Sensored	2,730	2,730	2,730	90%
ES	LR	Locker Room	1,393	1,393	975	90%
HS	LR	Locker Room	1,500	1,500	1,050	90%
MS	LR	Locker Room	1,427	1,427	999	90%
ES	LR-AS	Locker Room-Already Sensored	975	975	975	50%
HS	LR-AS	Locker Room, Already Sensored	1,050	1,050	1,050	90%
ALL	ME	Mechanical/Electrical Rooms	500	500	350	50%
ALL	ME-AS	Mechanical/Electrical Rooms, Already Sensored	350	350	350	50%
ALL	MP	Multipurpose	3,077	3,077	1,984	90%
ES	MP-AS	Multipurpose Already Sensored	1,984	1,984	1,984	90%
ALL	OO	Open Office	3,600	3,600	2,210	90%
ALL	OO-AS	Open Office, Already Sensored	2,210	2,210	2,210	90%
ES	OO-H	Open Office, High Use	6,905	6,905	3,111	100%
ES	OS	Office Support (copy room, coffee room, etc)	3,600	3,600	2,210	90%
ES	OS-AS	Office Support -Already Sensored	2,210	2,210	2,210	90%
HS	OS-AS	Office Support (copy room, coffee room, etc), Already Sensored	2,210	2,210	2,210	90%
ALL	PO	Private Office	2,754	2,754	2,314	90%
ALL	PO-AS	Private Office, Already Sensored	1,593	1,593	1,593	90%
ES	PO-H	Private Office, High Use	7,002	7,002	2,101	100%
ES	POOL	Pool area	1,869	1,869	1,869	90%
ES	PR	Patient Room	1,393	1,393	975	90%
HS	PR	Patient Room	1,500	1,500	1,050	90%
MS	PR	Patient Room	1,427	1,427	999	90%

				Post-retrofit Annualized Burn Hours		
Master Schedule Name Per Building List	**Area Specific or Hrs. Type Custom Codes**	**Description**	**Existing Burn Hours Assigned**	**No Sensor/ Existing Sensor**	**Sensor Retrofit**	**Coincidence Factor**
ES	PR-AS	Patient Room - Already Sensored	975	975	975	50%
ALL	RR	Restroom	3,645	3,645	672	90%
ALL	RR-AS	Restroom, Already Sensored	2,468	2,468	2,468	90%
ES	RR-ASB	Restroom, Already Sensored (Sensor not Working)	3,645	3,645	672	90%
ALL	RR-H	Restroom, High Use	6,905	6,905	863	100%
ALL	RR-L	Restroom, Low Use	500	500	350	50%
ALL	ST	Storage	500	500	350	50%
ALL	STAGE	Stage	500	500	350	50%
ALL	ST-AS	Storage, Already Sensored	350	350	350	50%
ALL	SW	Stairwell	8,760	8,760	6,132	100%
ALL	SW-AS	Stairwell, Already Sensored	6,132	6,132	6,132	100%
ALL	UT	Utility/Janitor Closets	500	500	350	50%
ES	UT-AS	Utility/Janitor Closets, Already Sensored	350	350	350	50%
ALL	WH	Warehouse	2,920	2,920	2,044	90%
ALL	X	Exit Signs	8,760	8,760	8,760	100%
HS	LI-AS	Library, Already Sensored	2,287	2,287	2,287	90%
HS	LI-ASB	Library, Already Sensored (Sensor Not Working)	2,890	2,890	2,287	90%
HS	ME-ASB	Mechanical/Electrical Rooms, Already Sensored (Sensor Not Working)	500	500	350	50%
HS	PO-ASB	Private Office, Already Sensored (Sensor Not Working)	2,754	2,754	2,314	90%
MS	HW-ASB	Hallway, Already Sensored (Sensor not Working)	4,171	4,171	2,196	90%
MS	OO-ASB	Open Office, Already Sensored (Sensor Not Working)	3,600	3,600	2,210	90%
MS	ST-ASB	Storage, Already Sensored (Sensor Not Working)	500	500	350	50%
MS	PO-ASB	Private Office, Already Sensored (Sensor Not Working)	2,754	2,754	2,314	90%

Performance Period M&V Activities:

- Onsite visual Inspections in random samples of approximately 5% (maximum) of this FIM's Scope of Work annually in no more than five affected schools per year to verify operating conditions.
- Review and inspect O&M Records provided by customer during each performance year.
- Review and verify product specifications for replaced equipment during the project's guarantee period.

- Update annual savings calculations and reconciliation in annual M&V value report.

Equations for Calculating Lighting Retrofit Savings

Demand (kW)

$$Connected\ kW\ Saving = \sum_u [\ (kW/Fixture_{baseline} \times Quantity_{baseline} - kW/Fixture_{post} \times Quantity_{post})]_{t,u}$$

$$Actual\ kW\ Savings = \sum_u [\ Connected\ kW\ Savings_u \times Coincident\ Factor_u]_{t,u}$$

where:

$kW/fixture_{baseline}$=	lighting baseline demand per fixture for usage group *u*
$kW/fixture_{post}$=	lighting demand per fixture during post-installation period for usage group
$Quantity_{baseline}$=	quantity of affected fixtures before the lighting retrofit for usage group *u*
$Quantity_{post}$=	quantity of affected fixtures after the lighting retrofit for usage group *u*
$Coincident\ Factor_u$=	*Coincident* Factor is a multiplier to account for Demand Diversity of each specific usage group *u*.

Energy (kWh)

$$kWh\ Savings_{Lighting} = \sum_u [Connected\ kW\ Savings_u \times Burn\ Hours]_{t,u}$$

where:

$kW\ Savings_u$ =	kilowatt savings realized during the post-installation time for usage group *u*
Burn Hours =	number of operating hours during the time period *t* for the usage group *u*

The expected measured savings for this FIM are as follows, at the rates and escalations as noted in Article 2, Section IV.

FIM ID	Measured Benefits		
	Electric Consumption	Electric Demand	Natural Gas
FIM-1	5,561,769 kWh	1,865 kW	0 Therms

Refer to FIM-1 Appendix LED Lighting Upgrades (electronic attachment) for the detailed expected savings calculations for FIM-1.

FIM-2: Water Conservation

Option A: Measurement and Verification Plan for Domestic Water Conservation

The savings for this FIM will be verified using IPMVP Core Concepts, EVO 10000 -1:2016, Option A, Retrofit Isolation with Key Parameter Measurement. The savings for this FIM are generated through a reduction in water used by the domestic water systems (and the associated water heating fuel for hot water savings), therefore, the measurement boundary is the domestic water systems.

Key Parameter	Measurement Frequency	Measurement Description
Pre- and Post-retrofit Fixture gallons/flush gallons/minute	One-Time	**Pre-retrofit & Post-retrofit** A statistically valid sampling of domestic plumbing fixtures under a 90/20 sampling plan – assuming a coefficient of variance of 0.5 was determined prior to conducting formal measurement and verification in both, baseline conducted between 9/9/2025 and 9/11/2025 and post-installation measurements as follow: **TOILETS & URINALS** Wet-vac Method – used for formal M&V documentation. • This method involves plugging the toilet/urinal trap way with an inflatable rubber test ball and vacuuming existing water out of fixture to be discarded. The fixture is then flushed and again, water is vacuumed out of the fixture and transferred to a calibrated bucket to verify flush volume. The weight is then documented as well for an accurate determination of flush volume by utilizing the conversion factor of 8.33 lbs per gallon. **FAUCETS** Calibrated Flow Bag Method • A calibrated flow bag is used to determine the flow rate of a fixture. The bag is designed to capture a 5 second flow of water from an open-source water end-use, with volumetric markings on the bag that essentially convert the volume collected in the bag over a 5 second sampling into a gallon per minute flow rate. Volume Conversion Method • A fixed volume sample of water is obtained, and a stopwatch is used to determine the amount of time required to fill the fixed volume. The flow rate is then obtained utilizing the following formula: Flow rate (gpm) = Fixed volume (gallons) / time to fill (seconds) X 60 (seconds/min)

Estimated Parameters	Assumed Value	Justification, Source and Description
Population	Refer to the table below	The population is agreed to be as shown in the table below. The population counts are based on data provided by the Customer. These values will not be measured.
Usage Factors	Refer to Usage Parameters below	The usage factors are shown below.
Domestic Hot Water Equipment Efficiency	98% system efficiency for electric DHW heaters.	The efficiency of the hot water heating equipment is based on typical boiler efficiencies and site surveys conducted and will not be measured.
Sink (Faucet) Temp$_{hot}$	74 F	The lavatory hot water temperature is the estimated temperature used at this fixture type and will not be measured.
Kitchen Temp$_{hot}$	85 F	The kitchen sink/general purpose sink hot water temperature is the estimated temperature used at this fixture type and will not be measured.
Inlet Water Temp$_{cold}$	74 F	The cold-water temperature is the estimated average annual ground water temperature.

The table below shows usage factors utilized:

Component Code	Description	Pre-retrofit average Usage by Fixture Category (gpf, gpm)
SFT-FV	Standard Flow Flush Valve Toilet	2.13
ULFT-FV	Ultra Low Flow Flush Valve Toilet	1.77
HET-FV	Ultra High Efficiency Flow Flush Valve Toilet	1.33
UHET-FV	High Efficiency Flow Flush Valve Toilet	1.32
ULFT-TT	Ultra Low Flow Tank Toilet	1.53
SFU-UR	Standard Flow Design Flush Rate (1.5+ gpf), Wash Down Floor Discharge, Top Spud, Xtra Large Footprint, Sloan Diaphragm, Exposed, Manual Actuator, 3/4", 9" Vacuum Breaker Tube Length	1.16
ULFU-UR	Ultra Low Flow Urinal	0.99
UHEU-UR	Ultra High Efficiency Urinal, Wash Down Rear Discharge, Top Spud, Xtra Large Footprint, Zurn Diaphragm, Exposed, Manual Actuator, 3/4", 9" Vacuum Breaker Tube Length	0.29
LAV	Lavatory Faucet	2.24
HE-LAV	High Efficiency Lavatory Faucet, Flush Mount, Single Hole, Spray	0.48
GP	General Purpose/Kitchenette Faucet	2.38

Component Code	Description	Pre-retrofit average Usage by Fixture Category (gpf, gpm)
HE-GP	High Efficiency General Purpose Faucet, Flush Mount, 8" Centerset, Aerator	0.54

The table below shows the Population demographics and Usage factors by Site:

Building Names	Population Categories:	Average hourly population	Population % that is male	Female population	Male population	Average hours per day occupied	Average days per year occupied
Annabel C. Perry PreK-8	Teachers / Staff	39	15%	33	6	8	200
	Students	387	50%	193	194	7	180
Apollo MS	Teachers / Staff	115	25%	86	29	8	200
	Students	1145	55%	515	630	7	180
Attucks MS	Teachers / Staff	64	25%	48	16	8	200
	Students	637	52%	308	329	7	180
Bair MS	Teachers / Staff	71	25%	53	18	8	200
	Students	705	56%	309	396	7	180
Coral Glades HS	Teachers / Staff	286	35%	186	100	8	200
	Students	2860	50%	1425	1435	7	180
Croissant Park ES	Teachers / Staff	68	15%	58	10	8	200
	Students	673	53%	315	358	7	180
Crystal Lake MS	Teachers / Staff	94	25%	71	24	8	200
	Students	931	53%	435	496	7	180
Cypress Bay HS	Teachers / Staff	459	35%	298	161	8	200
	Students	4585	51%	2265	2320	7	180
Dave Thomas West Center	Teachers / Staff	55	15%	47	8	8	200
	Students	542	55%	244	298	7	180
Falcon Cove MS	Teachers / Staff	210	25%	158	53	8	200
	Students	2098	53%	980	1118	7	180
Lakeside ES	Teachers / Staff	50	15%	43	8	8	200
	Students	499	55%	224	275	7	180
Lauderhill 6-12	Teachers / Staff	72	25%	54	18	8	200
	Students	711	52%	343	368	7	180
Miramar HS	Teachers / Staff	197	35%	128	69	8	200
	Students	1965	53%	926	1039	7	180

Building Names	Population Categories:	Average hourly population	Population % that is male	Female population	Male population	Average hours per day occupied	Average days per year occupied
Nova MS	Teachers / Staff	131	25%	98	33	8	200
	Students	1304	48%	677	627	7	180
Piper HS	Teachers / Staff	227	35%	148	79	8	200
	Students	2266	51%	1103	1163	7	180
Pompano Beach HS	Teachers / Staff	133	35%	86	47	8	200
	Students	1326	50%	665	661	7	180
Riverland ES	Teachers / Staff	50	15%	43	8	8	200
	Students	497	52%	237	260	7	180
Seagull School	Teachers / Staff	14	25%	11	4	8	200
	Students	137	47%	72	65	7	180
Virginia S. Young Montessori	Teachers / Staff	69	15%	59	10	8	200
	Students	687	49%	351	336	7	180
Wingate Oaks Ctr	Teachers / Staff	9	15%	8	1	8	200
	Students	87	70%	26	61	7	180

Maximum Usage Factor	Description	Value
Women - Toilet uses per hour	Once per 2 hours, per AWWARF publications	0.5
Men - Toilet/Urinal uses per hour	Once per 2 hours, per AWWARF publications	0.5
Men - % of time toilets used	25%, per AWWARF publications	0.25
Men - % of time urinals used	75%, per AWWARF publications	0.75
Lavatory Use - Non Residential minutes used per flush	6 seconds per flush average, per AWWARF publications	0.1
Kitchen Faucet Use - Non Residential minutes used per day	2 minutes per day, per AWWARF publications	2

AWWARF – American Waters Works Association Research Foundation. 2000 Commercial and Institutional End Uses of Water. Denver, CO.

Complete water savings calculations can also be found in FIM-2 Appendix

Performance Period M&V Activities:

- Onsite visual Inspections in random samples of approximately 5% (maximum) of this FIM's Scope of Work annually in no more than five affected schools per year to verify operating conditions.
- Review and inspect O&M Records provided by customer during each performance year.
- Review and verify product specifications for replaced equipment during the project's guarantee period.
- Update annual savings calculations and reconciliation in annual M&V value report.

Equations for Calculating Savings

Spreadsheet based calculations were developed to simulate pre- and post-retrofit performance of this FIM. Equipment nameplate and manufacturer information, as well as short-term measurements, were used to calculate pre-retrofit system performance. Post-FIM manufacturer data and control parameters were input into the calculation to estimate post-FIM consumption.

The water and energy savings for this FIM are estimated by the following formulae:

Water Scope Savings Calculation

Water Savings

Water Reduction $= \sum_{type}$ [(Usage $Rate_{baseline}$ - Usage $Rate_{post}$) x $AAUF_{type}$ x $Quantity_{type}$] / 1000
where:

Water Reduction =	water savings realized in kilogallons (kGal). These savings will result in water and sewer dollars saved.
Usage $Rate_{baseline}$ =	baseline fixture use rate in gpm or gpf
Usage $Rate_{post}$ =	post installation fixture use rate in gpm or gpf
AAUF =	average annual use per fixture; faucets in minutes per year toilets or urinals in flushes per year
Quantity =	quantity of affected fixtures

Hot Water Heating Fuel Project Benefits

Energy Reduction = Water Reduction 1000 gal/kGal x ($Temp_{hot}$ - $Temp_{cold}$) x Specific $Heat_{H2O}$ x $Density_{H2O}$ x Source Conversion / Efficiency
where:

Energy Reduction =	fuel savings (units vary)
Water Reduction=	water savings in kGal
$Temp_{hot}$ =	average hot water usage temperature
$Temp_{cold}$ =	average cold-water temperature
Specific Heat =	1 Btu / (lbm) (°F) for water
$Density_{H2O}$	8.34 lbm/gal
Source Conversion	Electric: 1 kWh/3412 Btu NG: 1 Therm/100000Btu
Efficiency =	Water heating efficiency expressed as a fraction
Electric Efficiency =	98%

The expected savings for this FIM are as follows, at the rates and escalations as noted in Article 2, Section IV.

FIM ID	Measured Benefits			
	Electric Consumption	Electric Demand	Natural Gas	Water
FIM-2	57,405 kWh	0 kW	0 Therms	6,692 kgal.

Refer to FIM-2 Appendix for the detailed expected savings calculations for FIM-2.

Description of Measurement and Verification Methodologies by FIMs:

FIM-3: Compactors

Option A: Measurement and Verification Plan for Compactors (Waste Management)

The savings associated with this FIM will be verified using IPMVP Core Concepts, EVO 10000 -1:2016, Option A, Retrofit Isolation with Key Parameter Measurement. The savings for this FIM are generated through a reduction in waste management costs by the utilization of trash compactors; therefore, the measurement boundary is the trash compactor system itself.

Key Parameter	Measurement Frequency	Measurement Description
Pre- and Post-retrofit Waste Disposal Cost ($)	One-time, Pre-retrofit & Ongoing (monthly), post-retrofit	The pre-retrofit waste disposal costs have been analyzed using pre-retrofit billing data provided by customer during the Phase 5 Development audit phase. Details provided on the table below. The post-retrofit waste disposal cost of the impacted sites will be provided by customer from monthly billing data (invoice copies). The savings will be calculated according to methodology described below under ***verified compactor savings*** approach. Annualized savings per site will be determined and reported annually.
Pre- and Post-retrofit Waste Pick up frequency (number of pickups per month)	One-time, Pre-retrofit & Ongoing (monthly), post-retrofit	The pre-retrofit waste pick up frequency has been analyzed with customer collaboration using pre-retrofit billing data provided by customer during the Phase 5 Development audit phase. Details provided on the table below. Baseline (pre-retrofit) waste pick up frequency per site was set and agreed with customer and will not be measured. Details provided on the table below. The post-retrofit waste pick up frequency of the impacted sites will be provided by customer from monthly billing data (invoice copies) for each month for the Performance Period. The impact on post-retrofit ECM operation (respect to monthly frequency) on verified savings will be accounted for according to methodology described below under ***verified compactor savings*** approach. Annualized savings per site will be determined and reported annually.
Pre- and Post-retrofit Waste Picked up Tonnage (tons) per month)	One-time, Pre-retrofit & Ongoing (monthly), post-retrofit	The pre-retrofit waste picked up tonnage has been analyzed with customer collaboration using pre-retrofit billing data provided by customer during the Phase 5 Development audit phase. Details provided on the table below. Baseline (pre-retrofit) waste picked up tonnage per site was set as *Standard Monthly Solid Waste (Tons)* and agreed with customer and will not be measured. Details provided on the table below. The post-retrofit waste picked up tonnage of the impacted sites will be provided by customer from monthly billing data (invoice copies) for each month for the Performance Period. The impact on post-retrofit ECM operation (respect to monthly compacted tons picked up and disposed) on verified savings will be accounted for according to methodology described below under ***verified compactor savings*** approach. Annualized savings per site will be determined and reported annually.

Key Parameter	Measurement Frequency	Measurement Description
Estimated Parameter	**Assumed Value**	**Justification, Source and Description**
Student Count	Refer to the table below	The pre-retrofit and post-retrofit Student Count per impacted site have been analyzed with customer collaboration using defined values with local customer interview as source of data during the Phase 5 Development audit phase. Details provided on the table below. Significant deviation in total student count during Performance Period years may have an impact on post-retrofit ECM operation (respect to monthly compacted tons picked up and disposed and/or monthly waste pick up frequency). Such deviation in Student count per site and its effects in ECM Key Parameters will not produce a savings shortfall. Savings adjustments will be determined and reported annually, if applicable.
Operational Factors (various)	Refer to the table below	Several Operational factors have been analyzed with customer collaboration using historical data from impacted sites, other sites using trash compactors, and calculated values with local customer interview or direct input data provided as source of data during the Phase 5 Development audit phase. Details provided on the table below. These Operational factors will not be measured. Significant deviation in these operational factors during Performance Period years may have an impact on post-retrofit ECM operation (respect to monthly compacted tons picked up and disposed and/or monthly waste pick up frequency). Such deviation in Operational factors per site and its effects in ECM Key Parameters will not produce a savings shortfall. Savings adjustments will be determined and reported annually, if applicable.

Performance Period M&V Activities:

- Onsite visual Inspections in random samples of two (2) sites (maximum) of this FIM's Scope of Work annually in affected schools per year to verify operating conditions.
- Review and inspect O&M Records provided by customer during each performance year.
- Collect actual monthly trash disposal invoices data (provided by customer) per ECM-site, including total monthly disposal cost $ (including breakdown line items), actual disposed waste tonnage billed per site under ECM, and waste pick up frequency.
- Quarterly review and feedback to BCPS on actual Operational ECM observations (compared to corresponding ECM Site Baseline levels in tonnage and frequency observed post-retrofit) (4x/yr)
- Compute Total Annual Trash Disposal Cost Savings per equations and methodology described under **Equations for verified compactors savings during Performance Period** shown below.
- Update annual savings calculations and reconciliation in annual M&V value report.

Equations for Calculating Estimated Savings

Spreadsheet based calculations were developed to simulate pre- and post-retrofit performance of this FIM. Operational and historical information, as well as short-term measurements, were used to calculate pre-retrofit system performance. Post-retrofit FIM parameters were input into the calculation to estimate post-FIM expected costs.

The table below shows the existing Waste disposal operations, demographics and usage factors by Site:

Existing Waste Disposal Data

School Name	Existing Dumpster Weekly Frequency	Student Count	Average Meals Served per Day	Existing SOMAT Machine	Summer School (Yes/No)
Attucks MS	1-2yd/5 days/week 1-8yd/5 days/week	637	640	Yes	Yes
Bair MS	1-2yd/5 days/week 1-6yd/5 days/week	705	693	Yes	Yes
Croissant Park ES	1-2yd/5 days/week 1-8yd/5 days/week	673	728	Yes	Yes
Falcon Cove MS	1-2yd/5 days/week 1-8yd/5 days/week 1-8yd/3 days/week	2098	1087	Yes	No
Lakeside ES	1-2yd/5 days/week 1-6yd/5 days/week	499	409	Yes	Yes
Lauderhill 6-12	1-2yd/5 days/week 1-8yd/5 days/week	430	637	Yes	Yes

School Name	Full Month Dumpster Cost (August to May)[1]	Solid Waste June Cost Factor (% of Full Month)[2]	Solid Waste July Cost Factor (%of Full Month)[2]	Average Monthly Service Usage (%)	Pre-retrofit Annual Existing Waste Disposal Cost (Base Year)	Pre-retrofit Annual Existing Waste Disposal Cost (Year 1)[3]
Attucks MS	$1,680	49.6%	16.0%	80.5%	$16,222	$16,628
Bair MS	$4,311	100.0%	15.1%	84.6%	$43,765	$44,859
Croissant Park ES	$1,616	65.9%	36.0%	83.5%	$16,190	$16,595
Falcon Cove MS	$7,565	0.0%	0.0%	75.0%	$68,085	$69,787
Lakeside ES	$3,914	115.1%	46.0%	88.4%	$41,532	$42,570
Lauderhill 6-12	$3,808	60.1%	18.3%	81.5%	$37,260	$38,192
					$223,054	**$228,630**

[1]Full Month Dumpster Cost provided by Broward School District Environmental Conservation/Utility Management group. Full month is defined as 20 school days.
[2]Summer solid waste cost factor provided by Broward School District Environmental Conservation/Utility Management group
[3]Year 1 values above carry 2.5% escalation from Base Year Cost

The waste disposal savings for this FIM are estimated by the following formulae:

$$Existing\ Annual\ Dumpster\ Cost\ (\$) = (Full\ Month\ Dumpster\ Cost\ (\$) * Average\ Monthly\ Service\ Usage\ (\%) * 12\ Months)$$

$$Full\ Month\ Dumpster\ Cost\ (\$) = Provided\ by\ Broward\ County\ Schools\ per\ School$$

$$Average\ Monthly\ Service\ Usage\ (\%) = (\sum Monthly\ Usage\ (per\ Tables\ below))/12$$

Month	Monthly Usage (%)	Month Description Notes
Jan	75%	New Year Break
Feb	100%	
Mar	75%	Spring Break
Apr	100%	
May	100%	
Jun	June Usage	By School (See Table Above)
Jul	July Usage	By School (See Table Above)
Aug	100%	
Sep	100%	
Oct	100%	
Nov	75%	Thanksgiving Break
Dec	75%	December Break

Proposed (post-retrofit) Waste Disposal Operational Data

School Name	Students per Ton per Full Month*	Proposed Compactor Monthly Pickups	Proposed Full Month Solid Waste (Tons)	Total Monthly Haul Costs ($)	Full Month Solid Waste Ton Costs ($)	Proposed (post-retrofit) Annual Compactor Waste Disposal Cost (Base Year)	Proposed (post-retrofit) Annual Compactor Waste Disposal Cost (Year 1)
Attucks MS	106.4	1	5.99	$200	$408	$5,869	$6,016
Bair MS	106.4	1	6.63	$431	$580	$10,259	$10,515
Croissant Park ES	106.4	1	6.35	$200	$433	$6,337	$6,495
Falcon Cove MS	106.4	2	19.72	$1,163	$2,329	$31,432	$32,218
Lakeside ES	106.4	1	4.71	$457	$674	$11,996	$12,296
Lauderhil l 6-12	106.4	1	4.06	$741	$274	$9,929	$10,177
TOTAL						**$75,823**	**$77,718**

$$\text{Proposed Annual Compactor Waste Disposal Cost (\$)}$$
$$= \Big(\text{Proposed Compactor Monthly Pickups}$$
$$* \text{Compactor per Haul Charge Cost} \left(\frac{\$}{\text{Haul}}\right)$$
$$+ \Big(\text{Proposed Full Month Solid Waste (Tons/Month)}$$
$$* \text{Compactor per Ton Cost} \left(\frac{\$}{\text{Ton}}\right) * \text{Average Monthly Service Usage (\%)} \Big) \Big)$$
$$* 12 \text{ Months}$$

$$\frac{\text{Students per Ton}}{\text{Full Month}} = \left(\frac{\text{Students per Ton}}{\text{School Day}}\right) * \left(\frac{20 \text{ School Days}}{\text{Full Month}}\right)$$

$$\text{Proposed Full Month Solid Waste (Tons/Month)} = \left(\frac{\text{Student Count}}{\frac{\text{Students per Ton}}{\text{Full Month}}}\right)$$

1) Average Monthly Service Usage (%) is the same value as existing.
2) Compactor Per Haul Charge and Compactor per Ton Cost are provided in Section 4 Compactor Hauling Charge (Base Rates)
3) Average of Students per Ton per School Day was developed from the Broward School district EnergyCap utility database provided by Broward School District Environmental Conservation/Utility Management group.
   a) This data can be found in FIM-3 Appendix

$$\text{Compactor Waste Disposal Savings (\$)}$$
$$= \text{Existing Annual Dumpster Cost (\$)}$$
$$- \text{Proposed Annual Compactor Waste Disposal Cost (\$)}$$

Equations for Verified Compactors Savings during Performance Period

Annually, the total verified compactors savings will be reconciled during the Performance Period according to the following:

Upon receiving from customer and analyzing actual post-retrofit operational data, Johnson Controls will evaluate the following factors for each site to determine any applicable adjustments in the school operation where there is noted increased post-retrofit waste management operational data compared to the baseline levels.

$$Annual\ verified\ compactor\ savings\ (\$) = Annual\ Baseline\ Dumpster\ Cost\ (\$) - Annual\ adjusted\ Post-retrofit\ Compactor\ Cost\ (\$)$$

Where:

Annual Baseline Dumpster Cost ($) corresponds to annual baseline Annual Existing Waste Disposal Cost (escalated to corresponding performance period Year in accordance with Section IV rates escalation) per definitions on table above.

$$Annual\ adjusted\ post-retrofit\ Compactor\ Cost\ (\$) = \sum_{i=1}^{12} Actual\ Compactor\ waste\ disposal\ cost\ i\ \text{- (Annual Excess Pickup Cost + Annual Excess Disposal Cost)}$$

Where:
Actual Compactor waste disposal cost i is the corresponding monthly cost invoiced to each site including compactor pickups costs and tonnage disposal costs during the month i.

Annual Excess Pickup cost is the cost difference between Annual Actual Pickup Costs and (Proposed Compactor Monthly Pickups x Compactor per Haul Charge Cost) as shown on the table above for each respective site under ECM, escalated to corresponding performance period Year.

Annual Excess Disposal cost is the cost difference between Annual Actual Disposal costs and (Proposed full month solid waste (tons) x Compactor per Ton Cost ($/ton) x Average Monthly Service Usage (%) x 12) as shown on the table above for each respective site under ECM, escalated to corresponding performance period Year.

$$Annual\ ECM\ Waste\ disposal\ Cost\ Savings\ (\$) = \sum_{s=1}^{6} Sites\ i\ \ Annual\ verified\ Compactor\ Savings\ (\$)$$

Adjustments in costs savings due to excess costs post-retrofit may reflect normalization adjustments, based on variation respect to agreed-upon applicable Proposed (post-retrofit) Waste Disposal Operational Data. Operational post-retrofit deviations observed in the course of each performance period will be noted in the corresponding annual M&V report. Any operational third-party (service provider on waste disposal) increases in rate increases beyond annual ceiling escalation in accordance with Rates described in Section V, are factors for potential savings adjustments. Details on annualized post-retrofit factors including but not limited to total annualized pickup cost variations, total annualized tonnage disposal cost variation as effect from local operational changes beyond the proposed and agreed conditions in table above (such as increases in total annual pickup frequencies, increases in total annual site tonnage generation) will convey the corresponding annual savings adjustments in its annual reconciliation not incurring in a performance shortfall as effect of it.

If post-retrofit monthly data (including waste disposal invoices, costs, tonnage disposed, actual pickup frequency) required to convey the reconciliation, calculation and any operational adjustments associated with any ECM-site under scope is not provided or not available, in the ordinary course of system operation which shall be used and relied upon by Johnson Controls in connection with Project Benefit calculations, Johnson Controls will use commercially reasonable efforts to ensure the integrity of the data

provided by Broward County Public Schools to calculate the required metrics. In the event data are lost due to equipment failure, power failure or other interruption in data collection, transmission or storage, Johnson Controls will use reasonable engineering methods to estimate the impact of or replace the lost data.

During unforeseen events or times periods where post-retrofit monthly data is not captured by Broward County Public Schools internal systems and procedures, and data become unavailable on any site impacted by this ECM, Johnson Controls will utilize proposed estimated post-retrofit data points agreed in advance, in order to reconcile those times periods where actual post-retrofit data were not captured and consequently unavailable for benefits reconciliation, without incurring in any performance shortfall as effect of it. Estimated proposed post-benefits in such time periods will be deemed achieved for purposes of the Performance Guarantee reconciliation, accordingly.

The expected savings for this FIM are as follows, at the rates and escalations as noted in Article 2, Section IV.

FIM ID	Measured Benefits				
	Electric Consumption*	Electric Demand*	Natural Gas	Water*	Calculated Year 1 Waste Management Cost*
FIM-3	0 kWh	0 kW	0 Therms	0 kgal.	$150,912

(Y1 values above carry 2.5% escalation from Base Year rates)

Refer to FIM-3 Appendix for the detailed expected savings calculations for FIM-3.

*SOMAT machines on each ECM-site removed from operation as part of the ECM scope implementation (agreed-in-advance by customer) and its implications on expected O&M savings and water use reduction are described under non-measured benefits sections**.**

*Utilization of trash compactors operation and SOMAT machines operations utility units have been agreed in advance to be similar and cancelling each other due to addition/removal in these equipment categories under ECM scope. Net utility units' effects is deemed to be minimal and it's defined as negligent. Accordingly, it will not be measured nor calculated any impact on ECM Measured Benefits as noted in communications between Broward County Public Schools team and JCI Development team.

Non-Measured benefits associated with Total Annual O&M SOMAT Repair Cost Savings ($), Total Annual Compactor Maintenance Cost ($), Total Annual SOMAT Water use Cost Savings ($) are presented in the non-measured Benefits sections accordingly.

As part of the ECM implementation of trash compactors it is anticipated and previously discussed with customer collaboration and local customer interview as source of data during the Phase 5 Development audit phase, a maintenance cost allocation of $2,000 is expected to be covered by customer per site per year in order to address preventive and corrective maintenance for compactor equipment. These maintenance cost allocations will not be measured and are excluded from above-mentioned waste management cost benefits.

IV. BASELINE CALCULATIONS AND UTILITY RATES

The unit utility costs for the Baseline period are set forth below as “Base Utility Cost” and shall be used for all calculations made under this Schedule. The Base Utility Cost shall be escalated annually by the actual utility cost escalation, but such escalation shall be no less than the mutually agreed “floor” escalation rate of three percent (3.0%) for electric and water utility. Baseline utility consumptions/demand for electricity, natural gas, and water/sewer are based on the period of August 2024 through July 2025. Baseline utility costs are based on current utility rate structures. Compactor Hauling Charge (Base) Rates defined below correspond to rates provided by Broward School District Environmental Conservation/Utility Management group. For purposes of the annual performance guarantee reconciliation the Compactor Hauling Charge (Base) Rates will be escalated a minimum of 2.5% annually (for both pre-retrofit (baseline) costs and verified waste disposal post-retrofit costs reconciliation). Rate structures and analyses are included in the Utilities Appendix. Year 1 rates level corresponds to escalation of one (1) period from Base rates to account for utility escalation anticipated during the 16-month construction period.

Facility Name	Electric				
	kWh	$kWh	kW	$kW	Electric
Annabel C Perry PreK-8	1,347,120	$89,459	4,045	$55,040	$144,499
Apollo MS	2,447,040	$145,738	6,434	$110,309	$256,047
Attucks MS	3,074,160	$183,087	6,685	$114,612	$297,700
Bair MS	1,652,400	$109,732	4,837	$65,817	$175,549
Coral Glades HS	4,360,080	$259,673	11,050	$189,449	$449,121
Croissant Park ES	1,520,280	$100,958	4,435	$60,347	$161,305
Crystal Lake MS	2,496,330	$150,572	6,835	$114,324	$264,896
Cypress Bay HS	6,566,800	$396,092	16,292	$274,687	$670,778
Dave Thomas West Center	1,041,600	$62,910	3,735	$54,423	$117,333
Falcon Cove MS	3,740,880	$225,640	11,373	$191,458	$417,098
Lakeside ES	1,454,400	$86,620	4,972	$85,243	$171,863
Lauderhill 6-12	1,767,240	$105,251	5,558	$95,294	$200,545
Miramar HS	4,666,880	$277,945	11,952	$204,913	$482,858
Nova MS	5,051,548	$335,461	11,248	$153,047	$488,508
Piper HS	4,097,040	$247,122	10,626	$178,007	$425,129
Pompano Beach HS	3,152,000	$187,723	9,056	$155,262	$342,986
Riverland ES	1,222,440	$81,179	3,772	$51,326	$132,505
Seagull School	985,957	$65,475	3,244	$44,492	$109,967
Virginia S Young Montessori	1,097,760	$72,900	3,884	$52,850	$125,749
Wingate Oaks Ctr	1,233,240	$81,896	3,908	$53,176	$135,073
Totals	52,975,195	$3,265,433	143,941	$2,304,075	$5,569,508

Facility Name	Water/Sewer	
	kGal	Water Cost ($)
Annabel C Perry PreK-8	3,420	$44,905
Apollo MS	2,749	$53,806
Attucks MS	5,699	$111,540
Bair MS	2,479	$26,647
Coral Glades HS	5,038	$49,624
Croissant Park ES	2,862	$65,511
Crystal Lake MS	1,665	$18,182
Cypress Bay HS	2,919	$39,231
Dave Thomas West Center	2,848	$55,162
Falcon Cove MS	1,041	$13,991
Lakeside ES	1,037	$20,045
Lauderhill 6-12	2,574	$29,755
Miramar HS	5,704	$74,894
Nova MS	4,484	$73,888
Piper HS	6,308	$67,811
Pompano Beach HS	4,081	$31,832
Riverland ES	1,186	$27,148
Seagull School	418	$9,568
Virginia S Young Montessori	1,094	$25,042
Wingate Oaks Ctr	2,737	$29,888
Totals	60,342	$868,470

Electric (Base) Rates

Facility Name	$/kWh	$/kW	Source
Annabel C. Perry PreK-8	$0.0664	$13.61	SDTR-1A
Apollo MS	$0.0596	$17.14	SDTR-2A
Attucks MS	$0.0596	$17.14	SDTR-2A
Bair MS	$0.0664	$13.61	SDTR-1A
Coral Glades HS	$0.0596	$17.14	SDTR-2A
Croissant Park ES	$0.0664	$13.61	SDTR-1A
Crystal Lake MS	$0.0603	$16.73	GSLD-1/SDTR-1A
Cypress Bay HS	$0.0603	$16.86	SDTR-2A/GSD-1
Dave Thomas West Center	$0.0604	$14.57	GSDT-1
Falcon Cove MS	$0.0603	$16.83	GSLD-1/GSD-1
Lakeside ES	$0.0596	$17.14	SDTR-2A
Lauderhill 6-12	$0.0596	$17.14	SDTR-2A
Miramar HS	$0.0596	$17.14	SDTR-2A
Nova MS	$0.0664	$13.61	SDTR-1A
Piper HS	$0.0603	$16.75	SDTR-2A/SDTR-1A
Pompano Beach HS	$0.0596	$17.14	SDTR-2A
Riverland ES	$0.0664	$13.61	SDTR-1A
Seagull School	$0.0664	$13.72	SDTR-1A/GSD-1
Virginia S. Young Montessori	$0.0664	$13.61	SDTR-1A
Wingate Oaks Ctr	$0.0664	$13.61	SDTR-1A

**NOTE: Electric rates used per Florida Power & Light rates as of February 1, 2025.

Water/Sewer (Base) Rates

Facility Name	Water $/kGal	Sewer $/kGal	Total $/kGal	Source
Annabel C. Perry PreK-8	$5.76	$7.37	$13.13	City of Miramar; Commercial Rates
Apollo MS	$7.98	$11.59	$19.57	City of Hollywood - Inside City
Attucks MS	$7.98	$11.59	$19.57	City of Hollywood - Inside City
Bair MS	$5.67	$5.08	$10.75	City of Sunrise - Outside of City
Coral Glades HS	$4.79	$5.06	$9.85	City of Coral Springs; Top Tier
Croissant Park ES	$11.17	$11.72	$22.89	City of Fort Lauderdale; Commercial Rates
Crystal Lake MS	$5.44	$5.48	$10.92	Broward County; Water rate based on % of Actual Average Consumption: 0 - 75% = $5.44 (rate used), over 75%: $11.19
Cypress Bay HS	$7.09	$6.35	$13.44	City of Sunrise; Commercial Rates "Outside City"
Dave Thomas West Center	$8.61	$10.76	$19.37	City of Margate; Rates "Outside Margate" as the school is located south of Coconut Creek Pkwy
Falcon Cove MS	$7.09	$6.35	$13.44	City of Sunrise; Commercial Rates "Outside City"
Lakeside ES	$10.71	$8.62	$19.33	City of Pembroke Pines; Commercial Water Rate
Lauderhill 6-12	$6.64	$4.92	$11.56	City of Lauderhill; Commercial 150,001-300,000 gallons Tier
Miramar HS	$5.76	$7.37	$13.13	City of Miramar; Commercial Rates
Nova MS	$7.97	$8.51	$16.48	City of Davie; "Non-Residential, Commercial, & Institutional Classes" Rates
Piper HS	$5.67	$5.08	$10.75	City of Sunrise; Commercial Rates "In City"
Pompano Beach HS	$3.56	$4.24	$7.80	City of Pompano; Commercial Rates; Water rate is "Commodity Charge per 1,000 gallons" rather than $5.65 "Incremental Use Charge"
Riverland ES	$11.17	$11.72	$22.89	City of Fort Lauderdale; Commercial Rates
Seagull School	$11.17	$11.72	$22.89	City of Fort Lauderdale; Commercial Rates
Virginia S. Young Montessori	$11.17	$11.72	$22.89	City of Fort Lauderdale; Commercial Rates
Wingate Oaks Ctr	$5.44	$5.48	$10.92	Broward County; Water rate based on % of Actual Average Consumption: 0 - 75% = $5.44 (rate used), over 75%: $11.19

Compactor Hauling Charge (Base) Rates

School Name	Compactor Per Haul Charge ($/Pickup)	Compactor Per Ton Cost ($/ton)	Franchise Fee (%)	Compactor Hauler	City/County
Attucks MS	$153.50	$52.46	30%	Panzarella	Hollywood
Bair MS	$430.85	$87.50	0%	Republic	Sunrise
Croissant Park ES	$153.50	$52.46	30%	Panzarella	Ft. Lauderdale
Falcon Cove MS	$430.85	$87.50	35%	Republic	Weston
Lakeside ES	$457.05	$143.07	0%	Waste Pro	Pembroke Pines
Lauderhill 6-12	$741.20	$67.43	0%	Waste Management	Lauderhill

V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT

Pre-Retrofit Facility/Area and Post-Retrofit Facility/Area schedules (Burn Hours) are incorporated and documented in the LED Lighting Upgrades (electronic attachment) for the detailed expected savings calculations for FIM-1 Appendix.

VI. MEASUREMENT & VERIFICATION SERVICES

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

1. During the Installation Period, a JCI Performance Assurance Specialist will track Measured Project Benefits. JCI will report the Measured Project Benefits achieved during the Installation Period based on percent completions, as well as any Non-Measured Project Benefits applicable to the Installation Period, to Customer within 60 days of the commencement of the Guarantee Term.

2. Within 60 days of each anniversary of the commencement of the Guarantee Term, JCI will provide Customer with an annual report containing:

    A. an executive overview of the project's performance and Project Benefits achieved to date;

    B. a summary analysis of the Measured Project Benefits accounting; and

    C. depending on the M&V Option, a detailed analysis of the Measured Project Benefits calculations.

3. During the Guarantee Term, a JCI Performance Assurance Specialist will monitor the on-going performance of the Improvement Measures, as specified in this Agreement, to determine whether anticipated Measured Project Benefits are being achieved. In this regard, the Performance Assurance Specialist will periodically assist Customer, on-site or remotely, with respect to the following activities:

    A. advise Customer's designated personnel of any performance deficiencies based on such information;

    B. coordinate with Customer's designated personnel to address any performance deficiencies that affect the realization of Measured Project Benefits; and

    C. inform Customer of opportunities to further enhance project performance and of opportunities for the implementation of additional Improvement Measures.

4. For specified Improvement Measures, JCI will:

    A. conduct pre and post installation measurements required under this Agreement;

    B. confirm the building management system employs the control strategies and set points specified in this Agreement; and

    C. analyze actual as-built information and adjust the Baseline and/or Measured Project Benefits to conform to actual installation conditions (e.g., final lighting and water benefits calculations will be determined from the as-built information to reflect the actual mix of retrofits encountered during installation).

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Article 3. CUSTOMER RESPONSIBILITIES

In order for JCI to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Customer shall be responsible for:

1. Providing JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services;
2. Providing for shut down and scheduling of affected locations during installation.
3. Providing timely reviews and approvals of design submissions, proposed change orders, and other project documents;
4. Providing a laydown space at one or two of Districts Maintenance sites for a total of seven (7) Conex Storage Boxes, for use as plumbing material storage during construction of FIM 2 Water Conservation.
5. Providing the following information with respect to the project and project site as soon as practicable following JCI's request:
    a. surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
    b. geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the project site;
    c. temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the project and enable JCI to perform the Work;
    d. a legal description of the project site;
    e. as-built and record drawings of any existing structures at the project site;
    f. electrical panel locations for any fixtures where permitting is required; and
    g. environmental studies, reports and impact statement describing the environmental conditions, including hazardous conditions or materials, in existence at the project site.
6. Securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable JCI to perform the Work;
7. Providing assistance to JCI in obtaining any permits, approvals, and licenses that are JCI's responsibility to obtain as set forth in Article 1;
8. Obtaining any permits, approvals, and licenses that are necessary for the performance of the Work and are not JCI's responsibility to obtain as set forth in Article 1;
9. Properly maintaining, and performing appropriate preventative maintenance on all equipment and building systems affecting the Assured Performance Guarantee. Maintenance should be done in accordance with manufacturers' standards and specifications. Ongoing services should be done in order to address preventive and corrective maintenance for compactor equipment.
10. Providing the utility bills, reports, and similar information reasonably necessary for administering JCI's obligations under the Assured Performance Guarantee within five (5) days of Customer receipt and/or generation or JCI's request therefore;
11. Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by JCI;
12. Providing and installing utility sub-meters on all new construction and/or additions built during the Guarantee Term as recommended by JCI or, alternatively, paying JCI's applicable fees for calculating necessary adjustments to the Assured Performance Guarantee as a result of the new construction;
13. Providing and maintaining a dedicated telephone line and/or TCP/IP remote connection to facilitate remote monitoring of relevant equipment;
14. Promptly notifying JCI of any change in use or condition described in Section III of Article 2 or any other matter that may impact the Assured Performance Guarantee; and
15. Taking all actions reasonably necessary to achieve the Non-Measured Project Benefits.
16. $50,000.00 of Customer controlled contigency is included in this contract price.

Article 4. PRICE AND PAYMENT TERMS

Customer shall make payments to JCI pursuant to this Article 4.

1. *Work*. The price to be paid by Customer for the Work shall be **$14,760,460**. Payments, (including payment for materials delivered to JCI and work performed on and off-site) shall be made to JCI based on Florida Prompt Statue 218.735 based on the below draw schedule. If work progresses at a quicker pace than projected, the draw schedule may be amended if mutually agreed. The schedule below is a representative of the current installation plan for this project.

Schedule		Total Draw
Construction Period	Down Payment	$3,690,115
	Month #1	$442,814
	Month #2	$1,180,837
	Month #3	$1,180,837
	Month #4	$1,476,046
	Month #5	$1,476,046
	Month #6	$1,476,046
	Month #7	$738,023
	Month #8	$590,418
	Month #9	$442,814
	Month #10	$442,814
	Month #11	$442,814
	Month #12	$442,814
	Month #13	$295,209
	Month #14	$295,209
	Month #15	$147,604

2. *M&V Services*. The total price for the fourth amendment of JCI's M&V Services, as detailed in Article 2, is $1,203,464.00 for the entire term. This amount will be paid to JCI in annual installments as indicated in the table below. These payments will be due and payable per Florida Prompt Payment Statute 218.735 when Customer receives JCI's invoice and in advance of the services JCI is to provide and shall be made throughout the Guarantee Term.

Performance Year	M&V Costs
Year 1	$64,706
Year 2	$66,647
Year 3	$68,647
Year 4	$70,706
Year 5	$72,827
Year 6	$75,012
Year 7	$77,263
Year 8	$79,580
Year 9	$81,968
Year 10	$84,427
Year 11	$86,960
Year 12	$89,568
Year 13	$92,255
Year 14	$95,023
Year 15	$97,874

NOTICE TO PROCEED

JOHNSON CONTROLS, INC. ("JCI")
Miami, FL Branch
15901 SW 29th Street.
Miramar, FL 33027]

ATTN: Matthew Singleton

Re: Notice to Proceed for School Board of Broward County

Dear Mr. Singleton:

This Notice to Proceed is being issued by The School Board of Broward County, Florida ("Customer") to Johnson Controls, Inc. ("JCI") pursuant to that certain Performance Contract entered into between Customer and JCI for the purpose of notifying JCI to commence work under such contract.

In the event that this Notice to Proceed is delivered by Customer prior to the execution of the Performance Contract by Customer and JCI, Customer understands and expects JCI will incur significant costs and expenses in complying with this Notice to Proceed. In the event the Performance Contract is not executed by the parties, for any reason, Customer agrees to pay JCI for its costs and fees incurred in complying with this Notice to Proceed on a time and material basis. Customer also agrees JCI shall be entitled to a reasonable markup thereon for profit and overhead. Customer agrees to pay amounts billed by JCI no later than five (5) days after Customer receives JCI's payment application. JCI will continue to submit payment applications to Customer until the Performance Contract is executed. Once the Performance Contract is executed, JCI will begin submitting its payment applications to Customer in accordance with the terms and conditions set forth therein. Any amounts already paid by Customer will be credited towards the Performance Contract price.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

The School Board of Broward County, Florida

Signature:_____

Printed Name:_____

Title:_____

Date:_____

ACKNOWLEDGED & AGREED TO:

JOHNSON CONTROLS, INC.

Signature:_____

Printed Name:_____

Title:_____

Date:_____

CHANGE ORDER

Performance Contract dated , 20 between Johnson Controls, Inc. and Customer	Change Order No.		Date (mo/day/yr)
Customer The School Board of Broward County, Florida			

The above referenced Performance Contract is hereby modified to the extent described below in accordance with the Terms and Conditions of the CHANGE ORDERS section thereof.

Scope of Work changed as follows:

Total amount of this Change Order	$
Total Performance Contract amount as revised by this Change Order.....	$
The time for completion is: ☐ increased, ☐ decreased, ☐ unchanged. The new completion date resulting from this Change Order is:	(mo, day, yr)

[check if applicable] Assured Performance Guarantee changed as follows:

Unless specifically changed by this Change Order, all terms, conditions and provisions of the above referenced Performance Contract remain unchanged and in full effect.

JOHNSON CONTROLS, INC.	**CUSTOMER**
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:

CERTIFICATE OF SUBSTANTIAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
Miami, FL Branch
15901 SW 29th Street.
Miramar, FL 33027

The School Board of Broward County, Florida ("Customer")
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

PROJECT: Broward County Public Schools - PC; Performance Contract dated _____ __, 20__ between JCI and Customer

By executing this Certificate of Substantial Completion, Customer acknowledges the following:

a. The work set forth in the Performance Contract is substantially complete.

b. Customer has received the manuals, warranty information, and training required under the Performance Contract.

c. The following punch list items must be completed by JCI (check as applicable):

☐ punch list attached
☐ punch list complete

d. Upon completion of the punch list items, or if such punch list items are complete, JCI and Customer shall sign the Certificate of Final Completion attached hereto.

Dated , 20 .

CUSTOMER:	**JOHNSON CONTROLS, INC.**
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

CERTIFICATE OF FINAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
Miami, FL Branch
15901 SW 29th Street.
Miramar, FL 33027

The School Board of Broward County, Florida ("Customer")
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

PROJECT: Broward County Public Schools - PC; Performance Contract dated _____ __, 20__ between JCI and Customer

By executing this Certificate of Final Completion, Customer acknowledges the following:

a. The work set forth in the Performance Contract has been reviewed and determined by Customer to be fully complete.

b. Customer accepts the work as complete and hereby releases JCI's obligations under any performance and payment bonds posted for the project as of the date set forth below.

Dated , 20 .

CUSTOMER:	**JOHNSON CONTROLS, INC.**
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

EXHIBIT B

Form of Equipment Schedule No. 5 to
Master Equipment Lease/Purchase Agreement

EQUIPMENT SCHEDULE NO. 5– ENERGY SERVICES EQUIPMENT

Re: Master Equipment Lease/Purchase Agreement, dated as of May 29, 2020, between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and The School Board of Broward County, Florida, as Lessee

1. *Defined Terms*. All terms used herein have the meanings ascribed to them in the above referenced Master Equipment Lease/Purchase Agreement (the "Agreement").

2. *Equipment*.

a. Location of Equipment: For purposes of the Lease created hereby, the location of Equipment is set forth below in Exhibit B hereto.

b. Equipment Description (Scope of Work): For purposes of the Lease created hereby, the Equipment is comprised of the equipment set forth in the Scope of Work in Article 1 to the Fourth Amendment to Agreement dated [_____], 20[__] between the Lessee and Johnson Controls, Inc. ("JCI"), amending that certain Master Services Contract dated May 19, 2020, as previously amended by the First Amendment to Agreement dated as of December 14, 2021, the Second Amendment to Agreement dated as of June 15, 2023 and amended by the Third Amendment to Agreement dated as of July 25, 2024, each between Lessee and JCI.

3. *Payment Schedule*.

(a) *Rental Payments; Commencement Date*. The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Payment Schedule attached to this Equipment Schedule as Exhibit A hereto and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee's obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Equipment Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of Exhibit E attached to the Agreement, or (ii) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in this Equipment Schedule pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the "Commencement Date").

(b) *Prepayment Price Schedule*. The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the "Prepayment Price" column of the Payment Schedule attached to this Equipment Schedule plus all Rental Payments then due (including the Rental Payment due on such Rental Payment Date) plus all other amounts then owing under this Equipment Schedule.

4. *Representations, Warranties and Covenants*. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) Lessee has authorized the execution and delivery of the Agreement and this Equipment Schedule; (t) the Equipment listed in this Equipment Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease*. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Equipment Schedules or Equipment listed on other Equipment Schedules) are hereby incorporated into this Equipment Schedule by reference and made a part hereof.

6. *Acquisition Amount*. The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Equipment Schedule is $[14,760,460]. It is expected that by twenty-four (24) months from the date of this Equipment Schedule No. 5, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before twenty-four (24) months from the date of this Equipment Schedule.

7. *Acquisition Period*. The Acquisition Period applicable to this Equipment Schedule shall end at the conclusion of the twenty-fourth month following the date hereof.

8. *Additional Representation Regarding the Use and Maintenance of the Equipment; Additional Representation Regarding Damage, Destruction and Condemnation*.

(a) Lessee agrees that it shall (a) proceed promptly, at its expense, to protect its rights and exercise its remedies under any warranty then in effect with respect to the Equipment under this Equipment Schedule; and (b) replace or rebuild any component of the Equipment under this Equipment Schedule that becomes permanently unfit for normal use or inoperable during the Lease Term of this Equipment Schedule (herein, the "Inoperable Component") in order to keep the Equipment as a whole in good repair and working order during the Lease Term of this Equipment Schedule. Lessee shall promptly notify Lessor in writing when any component of the Equipment

under this Equipment Schedule is reasonably expected within forty-five (45) days to become an Inoperable Component. Lessee shall promptly replace or rebuild the Inoperable Component under this Equipment Schedule with a similar component of comparable or improved make and model that has at least the equivalent value and utility of the applicable Inoperable Component, a remaining useful life of no less than the remaining Lease Term under this Equipment Schedule and such replacement or rebuilt component shall be in good operating condition.

(b) If Lessee elects to replace any item of the Equipment with Replacement Equipment pursuant to Section 8.01 of the Agreement, in addition to the other requirements set forth in Section 8.01, the Replacement Equipment shall also provide at least the same level of energy and/or operational savings expected in the aggregate from the Replaced Equipment prior to such casualty, destruction or condemnation.

9. *Liability Insurance*. Lessee shall, during the Lease Term under this Equipment Schedule, maintain or cause to be maintained liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits per occurrence for bodily injury and property damage coverage (such liability insurance coverage may be in a combination of primary general liability and/or excess liability umbrella coverage) set forth in the insurance certificate accepted by Lessor in connection with the execution and delivery of this Schedule.

10. *Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties*. Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment listed in this Equipment Schedule, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment listed in this Equipment Schedule and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor's obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Equipment Schedule, and any remaining amounts shall be payable to Lessee.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment listed in this Equipment Schedule or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to such Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in

respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations under this Equipment Schedule.

As a prerequisite to the performance by Lessor of any of its obligations under this Equipment Schedule, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, a certified copy of each Surety Bond satisfying the conditions set forth in this Section 10, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date of this Equipment Schedule, provided however, that no "Disbursement Request" pursuant to the Escrow Agreement for this Equipment Schedule shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in this Section 10 have been delivered to Lessor.

11. *Lease Term*. The Lease Term shall consist of the Original Term and _____ (__) consecutive Renewal Terms, with the final Renewal Term ending on June 30, 20[__] (with a final Rental Payment due on [_____] 1, 20[__]) subject to earlier termination pursuant to the Agreement.

12. *No Return of Exempt Equipment*. The parties hereto acknowledge that a portion of the Equipment under this Lease shall be located at facilities which have been leased pursuant to one or more master lease purchase agreements (the "Leased Facilities"). Equipment which constitutes "fixtures" and which is located at the Leased Facilities, which are set forth in Exhibit B hereto, shall constitute "Exempt Equipment" hereunder. Notwithstanding anything to the contrary contained in the Master Equipment Lease, including, without limitation, Section 12.02 thereof, upon an Event of Default or an event of non-appropriation under Section 3.03 of the Master Equipment Lease, Lessee shall be under no obligation to transfer possession of and/or title to any Exempt Equipment, to the Lessor, and the Lessor shall have no right under this Lease to involuntarily dispossess the Lessee of the use and enjoyment of or title to any of the Exempt Equipment. Upon termination of this Lease prior to the payment of all Rental Payments scheduled therefor or without the payment of the then applicable Prepayment Price, or upon an Event of Default, all unpaid Rental Payments payable by Lessee pursuant to this Lease and other amounts payable by Lessee under this Lease to the end of the then current Original Term or Renewal Term shall be due and payable, but only from Lessee's current or other funds authorized by law and appropriated for such purpose as provided in the Master Equipment Lease. Lessor's sole remedy with respect to the Exempt Equipment shall be to seek a judgment against the Lessee for the unpaid balance of the Rental Payments and other amounts due under this Lease, which judgment shall be enforceable solely against Lessee's legally available funds, as provided in Section 12.02(b) of the Master Equipment Lease.

[*Remainder of page intentionally left blank; signature page to follow*]

Dated as of the first date written above.

LESSOR:
Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (443) 541-3057

By:_____
Name: _____
Title: _____

LESSEE:
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, FL 33301
Attention: Treasurer
Fax No.:(754) 321-1981

By: _____
Name: Sarah Leonardi
Title: Chair

(SEAL)

ATTEST:

By:_____
Name: Dr. Howard Hepburn
Title: Superintendent

EXHIBIT A

PAYMENT SCHEDULE
(Equipment Schedule No. 5)

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	TERMINATION VALUE*

Total:

* Includes prepayment premium equal to 2% of the outstanding balance.

Contract Rate; Taxable Rate. The Contract Rate for the Equipment Schedule is [__]% per annum. The Taxable Rate for this Equipment Schedule is [__]% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date for this Equipment Schedule is [_____ 1], 20[__].

LESSOR:	LESSEE:
BANC OF AMERICA PUBLIC CAPITAL CORP	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
By:_____	By: _____
Name: _____	Name: Sarah Leonardi
Title: _____	Title: Chair

EXHIBIT B

LOCATION OF EQUIPMENT

NAME OF SCHOOL	ADDRESS

EXHIBIT C

Form of Escrow Agreement

ESCROW AGREEMENT

This ESCROW AGREEMENT (this *"Agreement"*), dated as of [_____], 2026, by and among BANC OF AMERICA PUBLIC CAPITAL CORP, a Kansas corporation (together with its successors and assigns, hereinafter referred to as *"Lessor"*), THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a political subdivision existing under the laws of the State of Florida (hereinafter referred to as *"Lessee"*) and ARGENT INSTITUTIONAL TRUST COMPANY, a Florida trust company (hereinafter referred to as *"Escrow Agent"*).

Reference is made to that certain Equipment Schedule No. 5 – Energy Services Equipment, dated [_____], 2026 to Master Equipment Lease/Purchase Agreement dated as of May 29, 2020, between Lessor and Lessee, (hereinafter referred to as the *"Lease"*), covering the acquisition and lease of certain Equipment described therein (the *"Equipment"*). It is a requirement of the Lease that the Acquisition Amount in the amount of $[14,760,460.00] be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

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

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the "The School Board of Broward County, Florida, Master Lease (Schedule No. 5) Escrow Account" (the *"Escrow Account"*) to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Lessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Lessee in such short-term investments (as more particularly described in Escrow Agent's Escrow Account Investment Selection Form) shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. In the absence of written instructions from Lessee (on Escrow Agent's Escrow Account Investment Selection Form) designating a short-term investment of cash in the Escrow Account, cash in the Escrow Account shall remain uninvested and it shall not be collateralized. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing

investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Lessee. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this Agreement, "Qualified Investments" means any investments which meet the requirements of Section 218.415, Florida Statutes.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period or (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the date on which Lessee executes a Final Acceptance Certificate or (iii) written notice given by Lessor of the occurrence of an Event of Default under the Lease or termination of the Lease due to an Event of Non-appropriation. Notwithstanding the foregoing, this Agreement shall not terminate nor shall the Escrow Account be closed until all funds deposited hereunder have been disbursed.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, *"Losses"*) incurred or sustained by

the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law, indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, any termination of the Lease due to an Event of Non-appropriation or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the *"Effective Date"*), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with

the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties, responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. All disbursements shall be made by wire transfer. The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction pursuant to a Disbursement Request submitted pursuant to this Section 2(c) before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such Disbursement Request shall be signed by an authorized representative of Lessee (an *"Authorized Representative"*) and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1; and

2. Delivery to Lessor of copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely), any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period or (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

5. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

6. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

It is understood and agreed that for no purpose shall notice to Argent Institutional Trust Company in its capacity hereunder constitute notice to Banc of America Public Capital Corp in its capacity hereunder.

If to Lessor:

Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration
Fax: (443) 541-3057

If to Lessee: The School Board of Broward County, Florida
600 Southeast Third Avenue, 2nd Floor
Ft. Lauderdale, FL 33301
Attn: Ivan Perrone, Treasurer

If to Escrow Agent: Argent Institutional Trust Company
Attn: Alice Wolan
5901 Peachtree Dunwoody Road
Suite C495
Atlanta, GA 30328
Telephone: (312) 405-5393
E-Mail: awolan@argentfinancial.com

7. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Lessee as payee. Escrow Agent shall recognize Lessee as the designated party for regulatory reporting purposes.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties hereto consent to jurisdiction in the State of Florida and venue in any state or federal court located in Broward County, Florida.

9. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

10. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

11. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

12. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to this Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to this Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessee will treat the terms of this Agreement as confidential except on a "need to know" basis to persons within or outside Lessee's organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld.

[*Remainder of page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first above written.

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor

By: _____
Name: _____
Title: _____

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, as Lessee

By: _____
Sarah Leonardi, Chair

ARGENT INSTITUTIONAL TRUST COMPANY
as Escrow Agent

By: _____
Name: _____
Title: _____

SCHEDULE 1
to the Escrow Agreement

FORM OF DISBURSEMENT REQUEST

Re: Equipment Schedule No. 5 – Energy Services Equipment, dated [_____], 2026 to Master Equipment Lease/Purchase Agreement dated as of May 29, 2020, by and between Banc of America Public Capital Corp, as Lessor, and The School Board of Broward County, Florida, as Lessee (the *"Lease"*) (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow Agreement, dated as of [_____], 2026 (the *"Escrow Agreement"*) by and among Banc of America Public Capital Corp (*"Lessor"*), The School Board of Broward County, Florida (*"Lessee"*) and Argent Institutional Trust Company, as escrow agent (the *"Escrow Agent"*), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Agreement for the following purposes:

Disbursement Amounts:

Payee's Name and Address	Invoice Number	Dollar Amount	Purpose
<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required.>	<invoice list OR "see attached" with a spreadsheet>	< invoice amount>	<general description of equipment; ex "police cruiser">
<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required.>	<invoice list OR "see attached" with a spreadsheet>	<invoice amount>	<general description of equipment; ex "police cruiser">

Lessee hereby represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is a copy of the invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to the Lease.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

(x) The information in this Disbursement Request regarding each Payee, including their respective name, address and wiring instructions, (collectively, the *"Payee Information"*) is true and correct, such Payee Information has been verified and confirmed by Lessee and the Lessor can rely on Lessee's verification and confirmation of the accuracy of such Payee Information. Lessee hereby acknowledges and agrees that any call-back performed by Lessor to verify the disbursement instructions pursuant to this Disbursement Request shall be made to Lessee only and Lessor shall have no obligation to call-back any Payee listed above.

[*Remainder of page intentionally left blank*]

Dated: _____

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, as Lessee

By:_____
Sarah Leonardi, Chair

Disbursement of funds from the Escrow Account in accordance with the foregoing Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name: _____
Title: _____

[AN "EXHIBIT A-1" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-1

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, the duly appointed Chief Financial Officer of the School District of Broward County, Florida, a political subdivision of the State of Florida, which The School Board of Broward County, Florida(*"Lessee"*), a public body corporate and politic, is the governing body certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the *"Officials"*) in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver Equipment Schedule No. 5 – Energy Services Equipment dated [_____], 2026 (the *"Schedule"*) to that certain Master Equipment Lease/Purchase Agreement, dated as of May 29, 2020 (the *"Agreement"*) and separate Schedules relating thereto from time to time as provided in the Agreement (collectively, the *"Schedules"*), each by and between Lessee and Banc of America Public Capital Corp (*"Lessor"*), the Escrow Agreement dated as of [_____], 2026, by and among Lessor, Lessee and Argent Institutional Trust Company, as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the *"Operative Agreements"*), and the Operative Agreements are binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: [_____], 2026

By: _____
Name: _____
Title: _____

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

[AN "EXHIBIT A-2" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-2

TO BE PROVIDED

EXHIBIT D

Term Sheet

BANK OF AMERICA

Schedule to the Master Tax-Exempt Lease/Purchase Financing Proposal For: Broward County School District

January 20, 2026

Ben Taube
Senior Vice President
Energy Services

Bank of America
3455 Peachtree Rd NE
GA7-024-12-03
Atlanta, GA 30326
Email: ben.taube@bofa.com
Tel: (404) 607.5561
Fax: (415) 796.1601

January 20, 2026

VIA ELECTRONIC MAIL

Mr. Ivan Perrone, Treasurer
Broward County Public Schools
600 SE Third Avenue
Fort Lauderdale, FL 33301

Re: Schedule to the Master Tax-Exempt, Equipment Lease/Purchase Agreement Proposal for the Broward County School District

Dear Mr. Perrone:

Thank you for the opportunity to present to you the attached terms and conditions for the financing of the above equipment schedule to the master lease/purchase finance agreement for the Broward County School District (the "District" or "Lessee"). Banc of America Public Capital Corp ("BAPCC" or "Lessor") looks forward to the opportunity to provide our industry leading, tax-exempt equipment finance services for this important project. We appreciate the opportunity to bid on this master lease. We appreciate the long-standing relationship with you and the District.

BAPCC and Bank of America, National Association ("BANA"), offer unique financing features and qualifications that can be leveraged on behalf of the District to complete these equipment lease/purchase transaction schedules at a low interest cost and in a smooth and efficient manner. These features and qualifications include:

1. TAX-EXEMPT PRIVATE PLACEMENT EXPERIENCE: BAPCC/BANA are leading providers of private placement capital to the state government, municipal local government, K-12, housing authority, and higher education tax-exempt markets. Our teams are highly experienced in documenting and closing tax-exempt lease purchase and private placement transactions;

2. ENERGY EFFICIENCY FINANCING EXPERIENCE: BAPCC's Energy Services group is a leading provider of financial solutions for energy efficiency, renewable energy, water system, and energy generation equipment and assets; and as such we have experience in working with many energy services companies;

3. PRIVATE PLACEMENT BENEFITS: The proposed transaction is a private placement that will not require (i) any additional public ongoing disclosure requirements, (ii) any additional public offering document generation requirements, or (iii) any underwriting or related fees; and

4. RATE LOCK: To eliminate the interest rate risk for the District during the approval, documentation and closing of the transactions, we have included a Ninety (90) day rate lock in this proposal (please review the attached proposal for terms of the rate lock).

This cover letter and term sheet include only a brief description of the principal terms of the proposed transactions. Please understand that this proposal is not a commitment or offer to lend, and does not create any obligation for Lessor or BANA. Lessor and/or BANA will not be responsible or liable for any damages, consequential or otherwise, that may be incurred or alleged by any person or entity, including Lessee, as a result of this letter. Lessor will notify you in writing of its decision if Lessor agrees to proceed with the proposed transactions after completing its review and analysis.

Please feel free to contact me at 404.607.5561 to discuss the proposed transaction, or to accept this proposal, please sign the enclosed copy of this letter **within eight (8) business days** and return it to **Banc of America Public Capital Corp, 3455 Peachtree Rd NE, GA7-024-12-03, Atlanta, GA 30326 Attention: Ben Taube**, **or by fax to the same attention at fax number: 415.796.1601.**

We look forward to the opportunity to work with you again and with the District on this important transaction.

Very truly yours,

BANC OF AMERICA PUBLIC CAPITAL CORP

Ben Taube
Senior Vice President

The undersigned, by its authorized representative below, accepts the above proposal, agrees to furnish Lessor, its successors and assigns, any information relating to the business or financial condition of Lessee or its affiliates, and authorizes Lessor, Bank of America Corporation and their affiliates to disclose to, discuss with and distribute such information (and any information they may already have) to any other affiliates or proposed assignees or successors of Lessor.

AGREED AND ACCEPTED:

BROWARD COUNTY SCHOOL DISTRICT

By: _____

Title: _____

Date: _____

Tax ID: ON FILE

cc: Internal BANA
Geoff Culm, Tina Wilson

"Bank of America" is the marketing name used by certain Global Banking and Global Markets businesses of Bank of America Corporation. Lending, leasing, equipment finance and other commercial banking activities, and trading in certain financial instruments are performed globally by banking affiliates of Bank of America Corporation, including Bank of America, N.A., Member FDIC. Banc of America Public Capital Corp, a wholly-owned subsidiary of Bank of America, National Association, is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, with respect to any municipal financial product or issuance of municipal securities. The information provided in this document is not intended to be and should not be construed as "advice" with the meaning Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC.© 2026 Bank of America Corporation. All rights reserved.

BANK OF AMERICA

SUMMARY OF TERMS AND CONDITIONS
SCHEDULE TO THE MASTER TAX-EXEMPT EQUIPMENT LEASE/PURCHASE AGREEMENT

Lessee/District: Broward County School District, FL

Lessor: Banc of America Public Capital Corp, or its affiliate or designee

Contact:
Ben Taube
Senior Vice President
3455 Peachtree Rd NE, GA7-024-12-03
Atlanta, GA 30326
(404) 607.5561 office
(415) 796.1601 fax
ben.taube@bofa.com

Address for documents:
Attn: Contracts Administration
11333 McCormick Road
Hunt Valley II
Mail Code: MD5-03-07-05
Hunt Valley, MD 21031

Lessor Background: The Lessor is a subsidiary of Bank of America Corporation, which is one of the nation's largest financial holding companies. In addition, Lessor and BANA have extensive experience in funding tax-exempt equipment lease transactions for local government and higher education entities for energy and water efficiency equipment and projects.

FEID Number: To be provided in encrypted email upon request.

Financial profile and strength: As mentioned, Bank of America is one of the nation's largest financial holding companies. Our annual report can be found on the following internet link:

http://investor.bankofamerica.com/phoenix.zhtml?c=71595&p=irol-reportsannual

BANK OF AMERICA

Schedule to the Master Tax-Exempt Lease/Purchase Transaction and Proposal Offer for: Broward County School District, FL

Purpose: The purpose of this transaction is to provide financing to the Lessee for the acquisition of certain energy efficiency improvements and other equipment (collectively, the "*Equipment*") procured by the Lessee.

Structure: This transaction will be structured as a schedule to the master tax-exempt equipment lease purchase agreement ("*Lease/Purchase*") between Lessee and Lessor. Repayments under the Lease/Purchase shall be absolute and unconditional, subject only to annual appropriation of funds by the Lessee's governing body and in accordance with the laws of the State of Florida. The Lease/Purchase will be a net financial lease, and all expenses, including but not limited to insurance, maintenance, and taxes, will be for the account of Lessee. Subject to annual appropriation, repayment of the Lease/Purchase will be made from the Lessee's General Fund plus any other legally available funds of the Lessee.

Security: Per Florida statutes, the Lessor will not retain a first priority security interest in the Equipment. In the event of nonappropriation or default, the Lessee will be required to return the Equipment to Lessor. Lessee shall be required to maintain the Equipment free and clear of other liens, to insure the Equipment (public liability and property damage insurance), to promptly repair or replace any damaged or destroyed Equipment and to pay any applicable taxes.

Approximate Proceeds:

Project Cost (approx.):	$14,760,460
Lessee's Additional Legal Expense:	TBD
Lessor's Legal Expense Allocated to Costs of Issuance*:	$-0-
TOTAL SCHEDULE PROCEEDS (**approx.**):	$14,760,460

* Assuming Lessor's Counsel is not providing any opinions on behalf of the Lessee and that Lessor's documents are used without considerable edit.

Funding: Proceeds from the Schedule to the Lease/Purchase will be deposited into an escrow fund ("Escrow Fund") which will be acceptable to Lessor. Lessee will be required to direct investments in the Escrow Fund and any interest earned will be for the benefit of Lessee. Disbursements will be made from the Escrow Fund to pay for project costs upon delivery by Lessee of a disbursement request and related

documents and approval by Lessor. The Escrow Fund is subject to compliance by Lessee with all applicable regulations under the Internal Revenue Code.

Anticipated Escrow Agent: TBD

Lease Payments and Term: Approximately Fifteen (15) years. Please see the attached draft amortization schedule for additional details. Feel free to request additional repayment scenarios from Lessor.

Closing Date: Purely for purposes of this proposal, funding was calculated to be March 1, 2026.

Interest Rate:

15 years semiannual payments: 4.264%

The calculation for the Tax-Exempt Interest Rate above is:

x Year SOFR Swap Rate X 79% + Applicable Spread Below:*

Lease Term Years	Swap Index Term	Swap Index Rate*	x 79%	+ Spread	Tax-Exempt Interest Rate
15	9 Years	3.85%	3.04%	1.221%	4.264%

**SOFR Rates as of January 16, 2026 on Refinitiv page USDSROIS=*

Index Succession: In the event the SOFR swap index ceases (a) to be determined and made available through the applicable Refinitiv screen page (or comparable source selected by Lessor), (b) to be a representative index for approximating movements in Lessor's costs of funding fixed-rate transactions, or (c) to be the generally accepted swap index in the marketplace, Lessor may in its discretion use another replacement swap index applicable to U.S. Dollar collateralized funding that is generally accepted in the commercial credit marketplace as a comparable substitute for the index.

Rate Lock Procedure: If this proposal is accepted within eight (8) days, Lessor will hold the rate above for closing for 90 days from the date of this proposal. If closing of the transaction occurs after such rate lock expiration, the Indicative Fixed Interest Rate for the transaction are subject to repricing *at the discretion of Lessor per the above grid.*

IF LESSEE ASKS LESSOR TO LOCK THE RESPECTIVE INTEREST RATE ABOVE FOR FUNDING, LESSEE AGREES NOT TO SEEK FUNDING FOR THE PROJECT

WITH ANOTHER LESSOR FOR A PERIOD OF SIX MONTHS AS A MEANS TO CIRCUMVENT THE RATE THAT LESSEE HAS ASKED LESSOR TO HOLD.

PLEASE BE ADVISED THAT THE PROPOSED INDICATIVE PRICING SET FORTH ABOVE IS ONLY AVAILABLE FOR A TRANSACTION THAT IS FULLY FUNDED OR FOR SPECIFIC EQUIPMENT THAT HAS COMMENCED FUNDING UNDER THE AGREEMENT PURSUANT TO THIS PROPOSAL WITHIN 180 DAYS. THEREAFTER, LESSOR MAY AT ITS DISCRETION ADJUST ITS PRICING TO REFLECT ADVERSE CHANGES IN ITS COST OF FUNDS OR CHANGES GENERALLY IN MARKET CREDIT MARGINS.

PLEASE NOTE THAT THE PRICING AND RATE ABOVE ARE BASED ON THE AVERAGE LIFE OF THE ATTACHED DRAFT AMORTIZATION SCHEDULE. TO THE EXTEXT THAT THE AVERAGE LIFE OF THE FINAL SELECTED AMORTIZATION SCHEDULE CHANGES, THE RESPECTIVE RATE IS SUBJECT TO MODIFCATION BY LESSOR TO ACCOUNT FOR ANY LENGTHENING OF THE AVERAGE LIFE OF THE FINAL TRANSACTION SCHEDULE.

Please contact Lessor if you have any questions regarding the fixed interest rate determination and lock and process.

Closing Costs: Lessee will be responsible for its own closing costs, including its own legal costs for providing a legal/validity and tax opinion(s) for the transaction. Lessor will not allocate a legal fee for its own legal expense to the costs of issuance of the transaction.

IV. Repayment, Prepayment and Other Terms

Prepayment: With 30 days advance notice, Lessee will have the option to prepay the individual schedule of the MTELP for the proposed transaction in whole but not part on any principal and interest payment date by paying the applicable Termination Value which shall be calculated as 102% of the outstanding principal balance of the transaction.

Documents: The documents for the proposed transaction will be provided by Lessor. All transaction documents, including individual lease schedule documents are subject to review and approval by Lessor.

Payment and Performance Bonds: For each energy project and/or other equipment that will be built out or delivered over time, Lessor will require to be named as dual obligee on the payment and performance bond(s) provided by Vendor(s). All payment and performance bonds and dual-obligees rider are subject to review and approval by Lessor.

Anticipated Lender's Counsel: Emily Magee of Butler & Snow, LLP.

Opinion of Counsel: Counsel to Lessee shall deliver a legal/validity and tax opinion(s) to Lessor (to the extent that a tax opinion is required, see "Closing Costs" above), such opinions must be in a form and substance that is satisfactory to Lessor.

Tax Exempt Lease/Purchase: The rental payments have been calculated on the following assumptions and representations by Lessee that Lessee:

1. is a state or political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the "Code") and duly created and validly existing under the laws of the State of Florida;

2. is authorized under the laws of the State of Florida to enter into the Lease/Purchase and the transactions contemplated thereby and to perform all of Lessee's obligations thereunder; and

3. has duly authorized the execution and delivery of the Lease/Purchase under the terms of a resolution of its governing body or by other appropriate official approval, and all requirements and procedures have been satisfied in order to ensure the enforceability of the Lease/Purchase, and Lessee has complied with all applicable public bidding requirements.

Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status, and shall make such further representations and certifications as are customary in tax exempt transactions.

In the event Lessor suffers a loss of Federal income tax exemption of the interest portion of the rental payments because of the use or acts or omissions of Lessee, Lessee will pay Lessor amounts calculated at a taxable rate sufficient to maintain Lessor's yield in the Lease/Purchase. Lessee shall comply with the filing requirements of Section 149(e) of the Code.

Final Approval: This proposal and the terms set forth herein are an indication of interest in the transaction, and are not and should not be construed as a commitment nor obligation of Lessor or its affiliates to provide any financing(s). The proposed transaction(s) and the terms set forth herein are subject to all credit, risk, documentation and legal approvals of Lessor as well as execution and delivery of documentation acceptable to all parties. All disbursements are subject to no material adverse change in the financial condition of Lessee.

Assignment: Without prior consent of the Lessee, Lessor shall be entitled to assign its right, title and interest in the Lease/Purchase schedules and leased equipment on a private placement basis to qualified purchasers. In addition, Lessor shall be entitled to assign its right, title and interest in the Lease/Purchase schedules to a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in such Lease/Purchase schedules, provided such certificates are sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser(s) who represent that (I) such purchaser has sufficient knowledge and experience in financial and business matters to be able

to evaluate the risks and merits of the investment (ii) such purchaser understands neither the Lease/Purchase or certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) that it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933. At any time, Lessor may sell, assign or encumber all or any part of its right title and interest in the Lease/Purchase schedules; however, in no event shall the Lessor assign this agreement as a public offer of participation. Lessee consents to a private placement transaction within the meaning of applicable federal securities laws.

"Non-Bank Qualified": This proposal assumes the transactions will be deemed "Non-Bank Qualified" for federal tax purposes.

Proposal Expiration Date: This proposal must be accepted within eight (8) business days to be valid.

Market Disruption: NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN THE EVENT ANY MATERIAL CHANGE SHALL OCCUR IN THE FINANCIAL MARKETS AFTER THE DATE OF THIS PROPOSAL LETTER, INCLUDING BUT NOT LIMITED TO ANY GOVERNMENTAL ACTION OR OTHER EVENT WHICH MATERIALLY ADVERSELY AFFECTS THE EXTENSION OF CREDIT BY BANKS, LEASING COMPANIES OR OTHER LENDING INSTITUTIONS, LESSOR MAY MODIFY THE INDEX PRICING DESCRIBED ABOVE.

USA Patriot Act Compliance: The Lessee acknowledges that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), the Lender is required to obtain, verify and record information that identifies the Lessee, which information includes the name and address of the Lessee and other information that will allow the Lender to identify the Lessee in accordance with the Patriot Act.

Municipal Advisor Disclosure: The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp ("BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a lender or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction

agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.

The contents of this document and any subsequent discussions between us, including any and all information, recommendations, opinions, indicative pricing, quotations and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the exemption provided for responses to requests for proposals or qualifications under the municipal advisor rules (the *"Rules"*) of the Securities and Exchange Commission (240 CFR 15Ba1-1 *et seq.*).

The Staff of the SEC's Office of Municipal Securities has issued guidance which provides that, in order for a request for proposals to be consistent with this exemption, it must (a) identify a particular objective, (b) be open for not more than a reasonable period of time (up to six months being generally considered as reasonable), and (c) involve a competitive process (such as by being provided to at least three reasonably competitive market participants) or by being publicly posted to your official website. In submitting this response, we have relied upon your compliance with this guidance.

In submitting this response, we are not undertaking to act as a "municipal advisor" to you or any other person within the meaning of the Rules. In connection with this response and the transactions described herein, we are not subject to, and we hereby disclaim, any fiduciary duty to you or to any other person. We understand that you will consult with and rely on the advice of your own municipal, financial, tax, legal and other advisors as and to the extent you deem necessary in connection with your evaluation of this response and the transactions described herein.

Additional Disclosure:

Bank of America Corporation is one of the world's leading financial institutions with operations presently in more than 35 countries. The international presence of Bank of America Corporation and its affiliates (including Bank of America, N.A. and BofA Securities, Inc., collectively, the "Bank") supports our clients in the United States and abroad. As part of this international business, the Bank is party to contracts with the PRC government or other agencies and entities under significant control of the PRC. Many of these contracts presently exist, have existed for the past five years, or will continue to exist into the future (and as such, there is no applicable contractual termination date upon which time the Bank anticipates that it will cease to be party to every applicable contract). The aggregate value of these contracts to the Bank is immaterial to the Bank.

Questions: Please contact Lessor with any questions you may have regarding this proposal or to request additional payment scenarios.

Appendix 1: Draft Amortization Schedule

15 Years Semiannual Payments

Lease Proceeds	**$14,760,460.00**
Interest Rate	**4.264%**
Closing/Funding Date (est.)	**3/1/26**
Average Life	**9.419**

Pmt. No.	Year No.	Payment Date	Funding Amount	Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Termination Value
0		3/1/2026	$14,760,460.00				$ 14,760,460.00	
1	1	7/1/2027		$ 1,548,547.00	$ 839,181.35	$ 709,365.65	$ 14,051,094.35	$ 14,332,116.24
2	2	1/1/2028		$ 567,452.50	$ 299,569.33	$ 267,883.17	$ 13,783,211.18	$ 14,058,875.40
3	2	7/1/2028		$ 567,452.50	$ 293,858.06	$ 273,594.44	$ 13,509,616.74	$ 13,779,809.07
4	3	1/1/2029		$ 584,147.00	$ 288,025.03	$ 296,121.97	$ 13,213,494.77	$ 13,477,764.67
5	3	7/1/2029		$ 584,147.00	$ 281,711.71	$ 302,435.29	$ 12,911,059.48	$ 13,169,280.67
6	4	1/1/2030		$ 601,335.00	$ 275,263.79	$ 326,071.21	$ 12,584,988.27	$ 12,836,688.04
7	4	7/1/2030		$ 601,335.00	$ 268,311.95	$ 333,023.05	$ 12,251,965.22	$ 12,497,004.52
8	5	1/1/2031		$ 619,029.50	$ 261,211.90	$ 357,817.60	$ 11,894,147.62	$ 12,132,030.57
9	5	7/1/2031		$ 619,029.50	$ 253,583.23	$ 365,446.27	$ 11,528,701.35	$ 11,759,275.38
10	6	1/1/2032		$ 637,247.00	$ 245,791.91	$ 391,455.09	$ 11,137,246.26	$ 11,359,991.19
11	6	7/1/2032		$ 637,247.00	$ 237,446.09	$ 399,800.91	$ 10,737,445.35	$ 10,952,194.26
12	7	1/1/2033		$ 656,001.00	$ 228,922.33	$ 427,078.67	$ 10,310,366.68	$ 10,516,574.01
13	7	7/1/2033		$ 656,001.00	$ 219,817.02	$ 436,183.98	$ 9,874,182.70	$ 10,071,666.35
14	8	1/1/2034		$ 675,310.00	$ 210,517.58	$ 464,792.42	$ 9,409,390.28	$ 9,597,578.09
15	8	7/1/2034		$ 675,310.00	$ 200,608.20	$ 474,701.80	$ 8,934,688.48	$ 9,113,382.25
16	9	1/1/2035		$ 695,187.00	$ 190,487.56	$ 504,699.44	$ 8,429,989.04	$ 8,598,588.82
17	9	7/1/2035		$ 695,187.00	$ 179,727.37	$ 515,459.63	$ 7,914,529.41	$ 8,072,820.00
18	10	1/1/2036		$ 715,652.00	$ 168,737.77	$ 546,914.23	$ 7,367,615.18	$ 7,514,967.48
19	10	7/1/2036		$ 715,652.00	$ 157,077.56	$ 558,574.44	$ 6,809,040.74	$ 6,945,221.55
20	11	1/1/2037		$ 736,721.00	$ 145,168.75	$ 591,552.25	$ 6,217,488.49	$ 6,341,838.26
21	11	7/1/2037		$ 736,721.00	$ 132,556.85	$ 604,164.15	$ 5,613,324.34	$ 5,725,590.83
22	12	1/1/2038		$ 758,412.50	$ 119,676.07	$ 638,736.43	$ 4,974,587.91	$ 5,074,079.67
23	12	7/1/2038		$ 758,412.50	$ 106,058.21	$ 652,354.29	$ 4,322,233.62	$ 4,408,678.29
24	13	1/1/2039		$ 780,744.00	$ 92,150.02	$ 688,593.98	$ 3,633,639.64	$ 3,706,312.43
25	13	7/1/2039		$ 780,744.00	$ 77,469.20	$ 703,274.80	$ 2,930,364.84	$ 2,988,972.14
26	14	1/1/2040		$ 803,735.00	$ 62,475.38	$ 741,259.62	$ 2,189,105.22	$ 2,232,887.32
27	14	7/1/2040		$ 803,735.00	$ 46,671.72	$ 757,063.28	$ 1,432,041.94	$ 1,460,682.78
28	15	1/1/2041		$ 738,999.83	$ 30,531.13	$ 708,468.70	$ 723,573.24	$ 738,044.71
29	15	7/1/2041		$ 738,999.83	$ 15,426.58	$ 723,573.25	$ (0.00)	$ (0.00)
			$14,760,460.00	**$ 20,688,493.65**	**$ 5,928,033.65**	**$ 14,760,460.00**		

Status: SPECIAL ORDER

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	RR. Resolutions
DEPARTMENT:	Treasurer's Office

Agenda Item Number:	RR-2.
Consent or Open Item:	Open
Special Order:	YES
Time for Special Order:	12:30 PM

TITLE:

Resolution No. 26-127 - General Obligation School Bonds, Series 2026
SPECIAL ORDER - 12:30 P.M.

REQUESTED ACTION:

Adopt Resolution No. 26-127 approving the negotiated sale of General Obligation School Bonds (GOSBs), Series 2026 (GOSBs 2015 Refunding) in an aggregate principal amount not to exceed $36,565,000; District-wide

RATIONALE:

For the Requested Action, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment and Financial Impact, please see the Executive Summary. The attached documents have been reviewed and approved as to form and legal content by Bond Counsel.

EXHIBITS:

Executive Summary
Resolution 26-127
Forms of Exhibits A-F

FINANCIAL IMPACT:

Refunding will save the District approximately $1,176,000.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir Johnson	Phone:	754-321-1990
Name:	Ivan Perrone	Phone:	754-321-1980

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Romaneir Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

EXECUTIVE SUMMARY

Resolution No. 26 – 127 – General Obligation School Bonds, Series 2026

Board Meeting Date: February 10, 2026

Requested Action: Adopt Resolution No. 26-127 – General Obligation School Bonds (GOSBs), Series 2026, in an amount no to exceed $36,565,000, which will refund GOSB, Series 2015 through a negotiated sale and based on the current market expected to generate approximately $1.1 million in savings.

School Board Policy Requirement/Authority: Policy 3120

Statutory Requirement/Authority: Not Applicable

District-zone Impact: District-wide

Impact of the School Board's Vote:
- If the School Board votes "Yes": The District will be able to reduce its debt service obligation by approximately $1.1 million, adding cost savings to the overall budget.
- If the School Board votes "No": Cost savings of approximately $1.1 million will not materialize and no reduction to the District's debt service obligation will occur.

Background/History: The District's General Obligation School Bonds, Series 2015 are currently callable, which provides the District with the opportunity to currently refund its Series 2015 GOSBs for present value savings.

Current market analysis indicates that the District is expected to generate more than three (3) percent savings if refunding occurs. Our debt policy requires three (3) percent or above in order to proceed with a refunding. Proceeding with this refunding will directly lower each homeowner's tax liability and is expected to generate approximately $1.1 million in savings if market conditions continue to be favorable. While it may not be a financial windfall to the homeowner, it is a prudent step to be fiduciarily responsible.

Alignment to 2027 Goals and Guardrails: Business Operations

Measurable Outcome(s)/Return on Investment: It is fiscally prudent for the District to exercise the call feature in order to generate the expected savings of approximately three (3) percent, which translates to approximately $1.1 million if market conditions are favorable.

Financial Impact, Funding Source & Budget Status: The Board approval will reduce the Debt Service for the GOSBs program by approximately $1.1 million dollars.

The Financial Advisory Committee approved a motion for the District to issue the GOSBs at the November 7, 2025 meeting.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original spending authority request	N/A	N/A	N/A	N/A	N/A
First Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Second Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A

Multi-year agreement: N/A

Procurement Method: N/A

Impact on Schools: N/A

If there is an impact on schools, how will schools be selected/prioritized: N/A

Stakeholder Engagement/ End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: N/A

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

GENERAL OBLIGATION SCHOOL REFUNDING BONDS, SERIES 2026

SERIES RESOLUTION 26-127

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EXHIBIT B FORM OF BOND PURCHASE AGREEMENT
EXHIBIT C FORM OF PRELIMINARY OFFICIAL STATEMENT
EXHIBIT D FORM OF 15c2-12 CERTIFICATE
EXHIBIT E FORM OF DISCLOSURE AGREEMENT
EXHIBIT F FORM OF ESCROW DEPOSIT AGREEMENT

RESOLUTION 26-127

A RESOLUTION OF THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION SCHOOL REFUNDING BONDS, SERIES 2026 OF THE SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA, IN AN AMOUNT NOT EXCEEDING $37,000,000; FIXING THE FORM AND OTHER DETAILS OF THE SERIES 2026 BONDS; AUTHORIZING A NEGOTIATED SALE OF THE SERIES 2026 BONDS TO THE UNDERWRITERS PURSUANT TO A BOND PURCHASE AGREEMENT; CREATING CERTAIN FUNDS AND ACCOUNTS; AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN ESCROW DEPOSIT AGREEMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A DISCLOSURE DISSEMINATION AGENT AGREEMENT; AUTHORIZING THE ISSUANCE OF THE SERIES 2026 BONDS WITHOUT CREDIT ENHANCEMENT OR IF CREDIT ENHANCED THE ACCEPTANCE OF A COMMITMENT FOR THE ISSUANCE OF A MUNICIPAL BOND INSURANCE POLICY FOR THE SERIES 2026 BONDS; PROVIDING FOR INCIDENTAL ACTION BY MEMBERS AND OFFICERS OF THE SCHOOL BOARD AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The School Board of Broward County, Florida (the "**School Board**") adopted Resolution 14-85 on May 6, 2014, requesting approval by the Florida Department of Education of the issuance of general obligation school bonds of the School District of Broward County, Florida (the "**School District**") in an aggregate principal amount not to exceed Eight Hundred Million Dollars ($800,000,000) (the "**Bonds**"); and

WHEREAS, in a letter dated May 15, 2014, the Florida Department of Education approved Resolution 14-85; and

WHEREAS, the School Board adopted Resolution 14-88 on June 9, 2014 (the "**Referendum Resolution**"), calling for a referendum at the general election to be held on November 4, 2014, to submit to the qualified electors of the School District the question of whether the School District shall issue the Bonds; and

WHEREAS, pursuant to the Referendum Resolution, the question was submitted to the qualified electors of the School District at the election held on November 4, 2014, the results of which were canvassed and declared by the School Board at a regular public meeting on December 9, 2014 (which results have been recorded in the minutes of the School Board) as follows: As provided in the Certificate dated November 13, 2014, of the Broward County Canvassing Board, 73.66% of the electorate who voted approved the issuance of Bonds; and

WHEREAS, the School Board adopted Resolution 15-101 on December 9, 2014 (the "**Master Resolution**"), authorizing the issuance of the Bonds, and setting forth certain terms of the Bonds; and

WHEREAS, the Bonds were validated by final judgment entered March 23, 2015, in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, from which no appeal was filed prior to the end of the appeal period; and

WHEREAS, on June 18, 2015, the School District issued $155,055,000 aggregate principal amount of its General Obligation School Bonds, Series 2015 (the "Series 2015 Bonds") as the first series of Bonds; and

WHEREAS, on February 13, 2019, the School District issued $174,750,000 aggregate principal amount of its General Obligation School Bonds, Series 2019 as the second series of Bonds; and

WHEREAS, on February 16, 2021, the School District issued $207,465,000 aggregate principal amount of its General Obligation School Bonds, Series 2021 as the third series of Bonds; and

WHEREAS, on May 18, 2022, the School District issued $262,730,000 aggregate principal amount of its General Obligation School Bonds, Series 2022 as the fourth and final series of new money Bonds; and

WHEREAS, on June 9, 2025, the School District issued $69,455,000 aggregate principal amount of its General Obligation School Refunding Bonds, Series 2025 and refunded the Series 2015 Bonds maturing on July 1, 2026 through July 1, 2036; and

WHEREAS, the Series 2015 Bonds maturing on or after July 1, 2037 (currently outstanding in the aggregate principal amount of $36,565,000) are subject to optional redemption prior to maturity at the option of the School District; and

WHEREAS, as a result of a decline in interest rates the School District now desires to issue additional refunding bonds, pursuant to this resolution, payable on a parity with the Bonds outstanding under the Master Resolution, as supplemented, to provide for the current refunding of all or a portion, of the Series 2015 Bonds maturing on or after July 1, 2037 (the "**Refunded Bonds**"); and

WHEREAS, the School District has determined it to be in the best interest of the School District to issue not exceeding $37,000,000 aggregate principal amount of the Bonds (hereinafter called the "**Series 2026 Bonds**"), payable on a parity with all Bonds outstanding under the Master Resolution; and

WHEREAS, the School Board wishes to approve the form and content of and authorize the execution and delivery by the School District of an Escrow Deposit Agreement (as defined herein) relating to the Refunded Bonds in order to provide for the payment of the Refunded Bonds, and to appoint U.S. Bank Trust Company, National Association to act as escrow agent thereunder with respect to the Refunded Bonds; and

WHEREAS, it is necessary to authorize the distribution and use of the Preliminary Official Statement for the Series 2026 Bonds and to authorize the execution and delivery of a final Official Statement therefor; and

WHEREAS, in order to provide for compliance with the requirements of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "**Rule**"), the School Board will execute a Disclosure Agreement (as hereinafter defined) agreeing to deliver such information and reports and give notice of the occurrence of certain events consistent with the requirement of the Rule; and

WHEREAS, the School District deems it to be in its best financial interests that said Series 2026 Bonds be sold pursuant to a negotiated public sale; and

WHEREAS, there has been presented to this meeting a form of Bond Purchase Agreement (as defined herein), by and between the School Board and the Underwriters (as defined herein) providing for the purchase of the Series 2026 Bonds; and

WHEREAS, the School Board wishes to appoint the Underwriters for the upcoming sale of the Series 2026 Bonds.

NOW THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA THAT:

SECTION 1. AUTHORITY FOR RESOLUTION. This resolution is adopted pursuant to and is subject to the Constitution and laws of the State of Florida, particularly, Section 1010.40 through 1010.54, Florida Statutes, together with other relevant sections of Chapters 1000-1013, Florida Statutes (hereinafter referred to collectively as the "**Act**"), and pursuant to the provisions of the Master Resolution of the School Board referred to above (this resolution and the Master Resolution, as modified and supplemented by this resolution are sometimes hereinafter

collectively referred to as the "**Resolutions**"). This resolution shall constitute a Series Resolution (as defined in the Master Resolution) contemplated by Section 22 of the Master Resolution.

SECTION 2. DEFINITIONS. Any capitalized term used herein and not otherwise defined shall have the definition for such term provided in the Master Resolution. In addition, the following terms shall have the following meanings herein, unless the text otherwise expressly requires:

"**Debt Service Requirement**" for any Calendar Year, as applied to the Series 2026 Bonds shall mean the sum of:

(1) The amount required to pay the interest becoming due on the Series 2026 Bonds during such Calendar Year; and

(2) The aggregate amount required to pay the principal becoming due on the Series 2026 Bonds for such Calendar Year. For purposes of this definition the stated maturity date of any Series 2026 Bonds which are Term Bonds shall be disregarded and the Amortization Installment applicable to such Series 2026 Bonds which are Term Bonds in such Calendar Year shall be deemed to mature in such Calendar Year.

"**Interest Payment Date**" shall mean the date or dates determined by the Superintendent on which interest on the Series 2026 Bond shall be due and payable.

"**Series 2026 Cost of Issuance Account**" shall mean the Series 2026 Cost of Issuance Account of the Project Fund established pursuant to Section 5 hereof.

"**Series 2026 Debt Service Account**" shall mean the Series 2026 Debt Service Account of the Debt Service Fund established pursuant to Section 6 hereof.

SECTION 3. SERIES 2026 BONDS; AUTHORITY TO ISSUE THE SERIES 2026 BONDS AND CURRENT REFUND THE REFUNDED BONDS; ELECTION TO CALL AND

REDEEM REFUNDED BONDS. An amount not exceeding $37,000,000 aggregate principal amount of the Bonds is hereby authorized to be issued at this time and shall be designated "**Series 2026 Bonds**" for the purpose of current refunding the Refunded Bonds. The School Board hereby elects to call and redeem the Refunded Bonds in accordance with the Escrow Deposit Agreement. The Escrow Agent is hereby authorized and directed, in the name of the School District, to give notice of the call for redemption of the Refunded Bonds as required by law and the terms of the Refunded Bonds and in accordance with the Master Resolution and the Escrow Deposit Agreement. The Series 2026 Bonds shall be dated, shall pay interest on each Interest Payment Date, shall be issued in denominations of $5,000 or integral multiples thereof, shall mature, and shall bear interest at rates determined pursuant to Section 7 hereof.

(b) Redemption Provisions of Series 2026 Bonds. The Series 2026 Bonds shall be subject to optional redemption, and the Series 2026 Bonds which are Term Bonds, if any, shall be subject to mandatory redemption, upon the terms and conditions and at the times determined pursuant to Section 7 hereof.

(c) Findings and Determinations.

(i) The Refunded Bonds were issued on June 18, 2015 for the principal purposes of acquiring, building, enlarging, furnishing or otherwise improving buildings and school grounds within the District, including safety enhancements and instructional technology upgrades in schools throughout the District. The full faith, credit and taxing power of the District are pledged to the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds.

(ii) It is necessary, desirable and in the best interest of the District that the Series 2026 Bonds be issued to current refund the Refunded Bonds.

(iii) The District is authorized under the Act to issue refunding bonds and to deposit the proceeds thereof in escrow to provide for the payment when due of the principal of, interest on and redemption premiums, if any, in connection with the Refunded Bonds.

(iv) The Series 2026 Bonds shall only be issued at a lower net average interest cost rate than the average net interest cost rate of the Refunded Bonds, and the rate of interest borne by the Series 2026 Bonds shall not exceed the maximum interest rate established pursuant to the terms of Section 132.35, Florida Statutes. The present value of the total debt service savings anticipated to accrue to the District from the issuance of the Series 2026 Bonds, calculated in accordance with Section 132.35(2), Florida Statutes, shall be at least three percent (3.00%) of the aggregate principal amount of the Refunded Bonds.

(v) The principal amount of the Series 2026 Bonds shall not exceed an amount sufficient to pay the sum of the principal amount of the Refunded Bonds that are outstanding on the date of issuance of the Series 2026 Bonds, the aggregate amount of unmatured interest payable on the Refunded Bonds to and including either the applicable maturity date thereof or the date that they are called for redemption, the applicable redemption premiums, if any, related to the Refunded Bonds that are called for redemption, and the "refunding expenses" of the Series 2026 Bonds, as defined in the Act, including, but not limited to, original issue discount, if any, all in accordance with Section 132.35, Florida Statutes.

(vi) The sum of the present value of the total payments of principal of and interest to become due on the Series 2026 Bonds (excluding all such principal and interest payments as will be made from the principal of and interest on moneys held by the Escrow Agent under the Escrow Deposit Agreement) and the present value of costs of issuance of the Series 2026

Bonds, if any, not paid with proceeds of the Series 2026 Bonds, will be less than the present value of the principal and interest payments to become due at their stated maturities, or earlier mandatory redemption dates, on the Refunded Bonds.

(vii) The net interest cost rate for the Series 2026 Bonds shall not exceed the interest rate limitation contained in Section 215.84, Florida Statutes.

(viii) The Series 2026 Bonds shall in no event mature later than the final maturity of the Refunded Bonds (July 1, 2040).

(ix) The Series 2026 Bonds shall not be issued until such time as the Chief Financial Officer or Treasurer of the District shall have filed a certificate with the School District setting forth the present value of the total debt service savings which will result from the issuance of the Series 2026 Bonds to refund the Refunded Bonds, computed in accordance with the terms of Section 132.35, Florida Statutes, which certificate shall demonstrate achievement of the minimum savings set forth in Section 7(f) hereof and shall demonstrate mathematically that the Series 2026 Bonds are issued at a lower net average interest cost rate than the Refunded Bonds.

(x) It is hereby found and declared that a negotiated sale of the Series 2026 Bonds is in the best interest of the District and is found to be necessary on the basis of the following reasons, as to which specific findings are hereby made:

1) Due to the volatility of the municipal market, the School District must be able to enter the market at the most advantageous times, rather than at specific advertised dates, thereby permitting the School District to obtain the best possible prices and interest rates to be represented by the Series 2026 Bonds; and

2) The nature of the refinancing of the Series 2026 Bonds is a complex transaction and the structure of the issue and the current demand for this type of security support a negotiated sale; and

3) The Underwriters have participated in structuring the issuance of the Series 2026 Bonds and can assist the School District in obtaining the most attractive financing for the School District; and

4) The underwriters shall be the underwriters named in a bond purchase agreement (the "**Underwriters**").

5) The School District will not be adversely affected if the Series 2026 Bonds are not sold pursuant to a competitive sale.

SECTION 4. FORM OF SERIES 2026 BONDS. The text of the Series 2026 Bonds shall be substantially in the form set forth in **Exhibit A** attached hereto, with such omissions, insertions and variations as may be necessary and desirable.

SECTION 5. APPLICATION OF PROCEEDS OF SERIES 2026 BONDS.

The proceeds derived from the sale of the Series 2026 Bonds net of accrued interest, if any, shall be deposited by the District with the Escrow Agent pursuant to the Escrow Deposit Agreement for deposit in the Escrow Deposit Fund for the defeasance of the Refunded Bonds, and the balance of the proceeds shall be paid to the District, deposited into a Cost of Issuance Account in the Project Fund and used to pay the costs of issuing the Series 2026 Bonds, subject to the provisions of Section 16 of the Master Resolution.

The Registered Owners of the Series 2026 Bonds issued hereunder shall have no responsibility for the use of the proceeds of the Series 2026 Bonds, and the use of such proceeds

by the School District shall in no way affect the rights of such Registered Owners. The School District shall be irrevocably obligated to continue to levy and collect the ad valorem taxes as provided herein and to timely pay the principal of and interest on the Series 2026 Bonds notwithstanding any failure of the School District to use and apply such Series 2026 Bond proceeds in the manner provided herein.

SECTION 6. SERIES 2026 DEBT SERVICE ACCOUNT OF THE DEBT SERVICE FUND. There is hereby created and established by the School District an account within the Debt Service Fund to be known as the "**Series 2026 Debt Service Account**" (the "**Series 2026 Debt Service Account**"), to be held and administered by the School District solely for the purpose of paying the principal of, premium, if any, and interest on the Series 2026 Bonds as they become due, whether at maturity, or upon redemption or purchase for cancellation, or to reimburse the School District for paying such amounts.

SECTION 7. NEGOTIATED SALE OF SERIES 2026 BONDS; BOND PURCHASE AGREEMENT. As provided in Section 3 herein, it is hereby found, ascertained, determined and declared by the School Board that a negotiated sale of the Series 2026 Bonds in the aggregate principal amount of not exceeding $37,000,000 is in the best interest of the School District and is hereby authorized. Each of the Superintendent, the Chief Financial Officer of the School District and the Treasurer of the School District is hereby authorized to award the Series 2026 Bonds to the Underwriters and the Chair is hereby authorized to execute and deliver the Bond Purchase Agreement, substantially in the form attached hereto as Exhibit B and presented at the meeting at which this resolution was considered, subject to such other insertions, modifications and changes therein as may be necessary to evidence the terms of the Series 2026 Bonds and such additional changes as may be approved by the Superintendent, the Chief Financial Officer of the School

District and the Treasurer of the School District, after consultation with the Financial Advisor and the General Counsel. The Underwriters' compensation (which does not include original issue discount) for the Series 2026 Bonds shall be determined by the Treasurer of the School District, after consultation with the Chief Financial Officer and the Financial Advisor, but shall not be more than 0.3% of the principal amount of the Bonds. The execution and delivery of the Bond Purchase Agreement by the Chair or Vice Chair shall constitute conclusive evidence of the approval thereof.

The Representative named in the Bond Purchase Agreement, on behalf of itself and the Underwriters will provide the District with a truth-in-bonding statement containing the information required by Section 218.385(2), Florida Statutes, in connection with the execution of the Bond Purchase Agreement for the purchase the Series 2026 Bonds, together with an Affidavit in compliance with Section 787.06 Florida Statutes.

The School District and its officers are hereby authorized and directed to take such action as the School District or its officers, in consultation with the School District's Financial Advisor, deem necessary or desirable to obtain a securities rating for the Series 2026 Bonds from Moody's, S&P and/or Fitch.

Execution of the Bond Purchase Agreement and the delegation of the School District is subject to the following additional requirements:

(a) the aggregate principal amount of the Series 2026 Bonds shall not exceed $37,000,000;

(b) the final maturity of the Series 2026 Bonds shall not be later than July 1, 2040;

(c) the price at which the Series 2026 Bonds shall be sold to the Underwriters shall not be less than 99.7% of the face amount thereof exclusive of original issue discount;

(d) the first installment of principal of the Series 2026 Bonds shall mature not later than July 1, 2037, the first stated maturity of the Refunded Bonds occurring after the issuance of the Series 2026 Bonds; and

(e) the yield represented by the Series 2026 Bonds as calculated for arbitrage purposes shall not exceed the maximum legal rate; and

(f) the net present value of the total savings anticipated to accrue to the School District upon the refunding of the Refunded Bonds and the issuance of the Series 2026 Bonds, including any amounts contributed to the escrow deposit fund from sources other than Series 2026 Bonds proceeds, shall be at least 3.00% of the aggregate principal amount of the Refunded Bonds.

SECTION 8. PRELIMINARY OFFICIAL STATEMENT; OFFICIAL STATEMENT.

The form of the Preliminary Official Statement attached to this resolution as **Exhibit C** is hereby approved, and the School Board hereby authorizes the distribution and use of the Preliminary Official Statement in connection with the sale of the Series 2026 Bonds. If between the date hereof and the mailing of the Preliminary Official Statement it is necessary to make insertions, modifications and changes to the Preliminary Official Statement, each of the Chair, the Vice Chair, the Superintendent, Chief Financial Officer and the Treasurer is hereby authorized to approve such insertions, modifications and changes, and each of the Chair, the Vice Chair, the Superintendent, Chief Financial Officer and the Treasurer is hereby authorized to deem the Preliminary Official Statement "final" within the meaning of the Rule, in the form as mailed, and in furtherance thereof to execute a certificate evidencing the same substantially in the form attached hereto as **Exhibit D** ("**Deemed Final Certificate**"). The execution and delivery of the Deemed Final Certificate shall constitute conclusive evidence of the approval of any modifications to the Preliminary Official Statement.

The Superintendent is hereby authorized to have prepared and each of the Chair or Vice Chair is hereby authorized to execute a final Official Statement and within seven (7) business days from the date of the execution of the Bond Purchase Agreement, to deliver the same to the Underwriters for use by them in connection with the sale of the Series 2026 Bonds. The Official Statement shall be substantially in the form of the Preliminary Official Statement, with such changes as shall be approved by the Superintendent, Chief Financial Officer or the Treasurer as necessary to conform the details of the Series 2026 Bonds and such other insertions, modifications and changes as may be approved by the Superintendent, Chief Financial Officer or the Treasurer. The execution and delivery of the Official Statement by the Chair or Vice Chair shall constitute conclusive evidence of the approval thereof. The School Board hereby authorizes the Official Statement and the information contained therein to be used in connection with the sale of the Series 2026 Bonds.

SECTION 9. EXECUTION OF ADDITIONAL DOCUMENTS; INCIDENTAL ACTIONS. The Chair, Vice Chair and Secretary, and the Superintendent are authorized and directed to execute and deliver all documents, contracts, instruments and certificates, and to take all actions and steps on behalf of the School Board which are necessary or desirable in connection with the issuance of the Series 2026 Bonds or refunding and defeasance of the Refunded Bonds, and which are not inconsistent with the provisions of the Resolutions.

The School Board hereby authorizes the execution and delivery of any documents, contracts, and certificates in connection with the issuance of the Series 2026 Bonds to be sent by electronic mail (i.e., in PDF format) or signed electronically via an electronic signature provider used in the place of original signatures, as set forth in Section 668.50, Florida Statutes. The execution and delivery of any documents, contracts, and certificates shall constitute conclusive

evidence of (i) the parties' intention to be bound by the signatures of the electronically mailed or signed signatures and the delivery of the same shall be effective as delivery of an original executed counterpart of any documents, contracts, and certificates executed in connection with the Series 2026 Bonds and (ii) the parties' waiver of any defenses to the enforcement of the terms of such documents, contracts, and certificates based on the form of the signature, and such electronically mailed or signed signatures shall be conclusive proof, admissible in judicial proceedings, of the parties' execution of such documents.

SECTION 10. CONTINUING DISCLOSURE. The School District hereby covenants and agrees that, in order to provide for compliance by the School District with the secondary market disclosure requirements of the Rule, if applicable, it will comply with and carry out all of the provisions of a Disclosure Dissemination Agent Agreement for the Series 2026 Bonds (the "**Disclosure Agreement**") between the School District and Digital Assurance Certification LLC, as it may be amended from time to time in accordance with the terms thereof. The Disclosure Agreement shall be substantially in the form attached hereto as **Exhibit E** with such changes, amendments, modifications, omissions and additions as shall be approved by the Chair or Vice Chair who is hereby authorized to execute and deliver the Disclosure Agreement. The execution of the Disclosure Agreement by the Chair or Vice Chair and the Secretary shall constitute conclusive evidence of the approval thereof. Notwithstanding any other provision of this resolution, failure of the School District to comply with the Disclosure Agreement shall not be considered an event of default; provided, however, any holder of a Series 2026 Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the School District to comply with its obligations under this Section 10 and the Disclosure Agreement.

SECTION 11. ESCROW DEPOSIT AGREEMENT. The form of the Escrow Deposit Agreement attached hereto as **Exhibit F** is hereby approved, with such insertions, modifications and changes as may be approved by the Superintendent, and the Chair or Vice Chair and the Secretary, upon such approval by the Superintendent, are hereby authorized and directed to execute and deliver the Escrow Deposit Agreement. The execution of the Escrow Deposit Agreement by the Chair or Vice Chair and the Secretary shall constitute conclusive evidence of the approval thereof.

SECTION 12. MUNICIPAL BOND INSURANCE. The School Board hereby authorizes the payment of the principal and interest on all, a portion or none of the Series 2026 Bonds (the "**Insured Bonds**"), whichever is determined by the Superintendent to be in the District's best interests based on the advice of the Financial Advisor, pursuant to a Bond Insurance Policy that guarantees the scheduled payment when due of principal of and interest on the Insured Bonds issued by a municipal bond insurer (the "**Insurer**"). The Chair and the Superintendent are each hereby authorized to execute such documents and instruments necessary to cause the Insurer to insure the Insured Bonds. With respect to the Insured Bonds, the Insurer shall be deemed to be the "Insurer" as such term is used and defined in the Master Resolution.

SECTION 13. OPEN MEETINGS. It is hereby found and determined that all formal actions of the School Board concerning and relating to the adoption of this resolution and the consummation of the transactions contemplated by this resolution were adopted in open meetings of the School Board, and that all deliberations of the School Board that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

SECTION 14. SEVERABILITY. If any one or more of the covenants, agreements or provisions of this resolution shall be held contrary to any express provision of law or contrary to

the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and in no way affect the validity of all the other provisions of this resolution or of the Series 2026 Bonds issued hereunder.

SECTION 15. REPEALER. All resolutions or portions thereof previously adopted by the School Board which are inconsistent with the provisions of this resolution are hereby repealed to the extent of such inconsistency.

SECTION 16. EFFECTIVE DATE. This resolution shall be effective immediately upon its adoption.

Adopted this 10th day of February, 2026.

By:_____
Sarah Leonardi, Chair
The School Board of Broward County, Florida

ATTEST:

_____
Dr. Howard Hepburn, Secretary
The School Board of Broward County, Florida

APPROVED AS TO FORM:

_____
Kathelyn Jacques-Adams,
Interim General Counsel
The School Board of Broward County, Florida

EXHIBIT A

FORM OF SERIES 2026 BOND

No. R-_____ $_____

UNITED STATES OF AMERICA
STATE OF FLORIDA
SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA
GENERAL OBLIGATION SCHOOL REFUNDING BOND
SERIES 2026

Interest Rate	Maturity Date	Dated Date	CUSIP
[____]%	July 1, 20[___]	April [___], 2026	115067[___]

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: [_____] DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that the School District of Broward County, Florida (the "School District"), for value received, hereby promises to pay to the order of the Registered Owner, or registered assigns (the "Registered Owner"), on the date specified above, solely from the special funds hereinafter mentioned, the Principal Amount identified above, upon the presentation and surrender hereof at the designated office of U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as co-bond registrar (individually, the "Co-Bond Registrar", and together with the Treasurer of the School District, the "Co-Bond Registrars"), and to pay interest thereon from the date of this Series 2026 Bond or from the most recent interest payment date to which interest has been paid, whichever is applicable, until payment of such sum by the Treasurer of the School District or U.S. Bank Trust Company, National Association, as co-paying agents (the "Co-Paying Agents"), at the rate per annum set forth above, computed on the basis of a 360-day year comprised of twelve 30-day months, payable semiannually on the first day of January and the first day of July of each year commencing on July 1, 2026, by check or draft mailed by first class mail to the Registered Owner (or by wire transfer to the Registered Owner of not less than $1,000,000 in aggregate principal amount of Series 2026 Bonds if such Registered Owner requests payment by wire transfer in writing and specifies the account to which such interest payment is to be wired) as of no later than the fifteenth day of the month preceding the month of the applicable interest payment date (the "Record Date") at the Registered Owner's address as it appears on the registration books on the Record Date. Both principal of and interest on this Series 2026 Bond are payable in lawful money of the United States of America.

This Series 2026 Bond is one of an authorized issue of bonds designated as "General Obligation School Refunding Bonds, Series 2026," originally issued on [_____], 2026 in the aggregate principal amount of $[_____], pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly Chapters 1000-1013, Florida Statutes, Resolution No. 15-01, adopted by The School Board of Broward County, Florida (the "School Board"), acting as the governing body of the School District, on December 9, 2014, and authorizing Resolution No. 26-127 adopted by the School Board on February 10, 2026 (collectively, the "Series 2026 Bond Resolution"). The Series 2026 Bonds are subject to all the terms and conditions of the Series 2026 Bond Resolution. The Series 2026 Bonds are being issued to current refund the General Obligation School Bonds, Series 2015, maturing on or after July 1, 2037.

Reference is made to the Series 2026 Bond Resolution for the provisions, among others, relating to the terms, lien and security for the Series 2026 Bonds, the custody and application of the proceeds of the Series 2026 Bonds, the rights and remedies of the holders of the Series 2026 Bonds, and the extent of and limitations on the School District's rights, duties, and obligations, to all of which provisions the registered owner hereof assents by acceptance hereof.

This Series 2026 Bond shall be issued initially pursuant to a book-entry-only system administered by The Depository Trust Company ("DTC"), which shall act as securities depository for the Series 2026 Bonds, with no physical distribution of certificates to be made. Any provisions of the Series 2026 Bond Resolution or of the Series 2026 Bonds requiring physical delivery of the Series 2026 Bonds shall, under the book-entry-only system, be deemed to be satisfied by a notation on the records maintained by DTC of ownership interests of its participants ("Direct Participants") and other institutions that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). Direct Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2026 Bonds (the "Beneficial Owners").

This Series 2026 Bond shall initially be registered in the name of Cede & Co. as nominee for DTC, and so long as this Series 2026 Bond is held in book-entry-only form, Cede & Co. shall be considered the registered holder for all purposes hereof, including the payment of principal of and interest hereon. Payments to Direct Participants shall be the responsibility of DTC. Payments by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to individual Beneficial Owners shall be the responsibility of Direct Participants and Indirect Participants and not of DTC, the Co-Paying Agents or the School District.

This Series 2026 Bond shall constitute a general obligation of the School District, the prompt payment of the principal of and interest on which is secured by the full faith and credit and ad valorem taxing power of the School District. This Series 2026 Bond is payable solely from and secured by a prior lien upon and a pledge of the proceeds of the levy and collection of a direct annual tax, without limitation as to rate or amount, upon all taxable property within the School District sufficient to pay the principal of, and interest on this Series 2026 Bond as the same, respectively, shall become due and payable and to provide for probable failures of collection of such tax in such year, which tax shall be levied and collected at the same time and in the same manner as other ad valorem taxes are assessed, levied and collected for operating expenses of the

School District and shall be in addition to all other taxes authorized to be levied by the School District.

Except when this Series 2026 Bond is registered in book-entry-only form, this Series 2026 Bond may be transferred only upon the books of the School District kept by the Co-Bond Registrar upon surrender thereof at the corporate trust office of the Co-Bond Registrar, U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, with an assignment duly executed by the registered owner or duly authorized attorney, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Series 2026 Bond Resolution, and upon surrender and cancellation of this Series 2026 Bond. Upon any such transfer, there shall be executed, and the Co-Bond Registrar shall deliver, a new fully registered Series 2026 Bond or Series 2026 Bonds, payable to the transferee, in authorized denominations and in the same aggregate principal amount, series, maturity and interest rate as this Series 2026 Bond.

In like manner, subject to and upon the payment of such charges, if any, the Registered Owner of this Series 2026 Bond may surrender the same (together with a written authorization for exchange satisfactory to the Co-Bond Registrar duly executed by the Registered Owner or his duly authorized attorney) in exchange for an equal aggregate principal amount of fully registered Series 2026 Bonds in authorized denominations and of the same series, maturity and interest rate as this Series 2026 Bond.

This Series 2026 Bond is and has all the qualities and incidents of a negotiable instrument under the laws of the State of Florida.

The Series 2026 Bonds are subject to redemption prior to maturity as follows: [The Series 2026 Bonds maturing on or after July 1, 20[__] are subject to optional redemption prior to maturity by the District, in whole or in part on any date on or after July 1, 20[___], and if in part, in such order of maturities and in such principal amounts as the District shall select and by lot within a maturity, at a redemption price equal to the principal amount of the Series 2026 Bonds to be redeemed plus accrued interest to the date of redemption.]

It is hereby certified and recited that this Series 2026 Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of the State of Florida, that all acts, conditions and things required to exist, to happen and to be performed precedent to the issuance of this Series 2026 Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable hereto, and that the issuance of the Series 2026 Bonds of this issue does not violate any constitutional or statutory limitation or provision.

This Series 2026 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Series 2026 Bond Resolution until the certificate of authentication hereon shall have been executed by a Co-Bond Registrar.

IN WITNESS WHEREOF, the School District of Broward County, Florida, has issued this Bond and has caused the same to be executed by the Chair of the School Board, and attested and countersigned by the Secretary of the School Board, either manually or with their facsimile signatures, and its corporate seal, or a facsimile thereof to be impressed, imprinted or otherwise reproduced hereon, all as of the Dated Date set forth above.

SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA

(SEAL)

By: *Do Not Sign*
Chair, The School Board of Broward County, Florida

ATTESTED AND COUNTERSIGNED:

By: *Do Not Sign*
Secretary, The School Board of Broward County, Florida

CERTIFICATE OF AUTHENTICATION OF CO-BOND REGISTRAR

This Series 2026 Bond is one of the Series 2026 Bonds of the issue described in the within-mentioned Series Resolution.

U.S. Bank Trust Company, National Association,
as Co-Bond Registrar

[Dated Date]
Date of Authentication

By: *Do Not Sign*
Authorized Signature

CERTIFICATE OF VALIDATION

This Bond is one of a series of Bonds which were validated and confirmed by final judgment of the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, rendered on March 23, 2015.

Do Not Sign
Chair
The School Board of Broward County, Florida

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	–	as tenants in common	UNIF GIF MIN ACT or_____ UNIF TRAN MIN ACT (Cust.)
TEN ENT	–	as tenants by the entireties	Custodian for_____ (Minor)
JT TEN	–	as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of_____ (State)

Additional abbreviations may also be used though not in list above.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to_____

_____ PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

the within Bond and does hereby irrevocably constitute and appoint the _____ as his agent to transfer the Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature guaranteed:

Do Not Sign
(Bank, Trust Company or Firm)

Do Not Sign
(Authorized Officer)

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

$[par]
SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA
GENERAL OBLIGATION SCHOOL REFUNDING BONDS
SERIES 2026

BOND PURCHASE AGREEMENT

March [11], 2026

The School Board of Broward County, Florida
600 S.E. Third Avenue, 2nd Floor
Fort Lauderdale, Florida 33301

Ladies and Gentlemen:

The undersigned, J.P. Morgan Securities LLC (the "Underwriter"), hereby offers to enter into this Bond Purchase Agreement with The School Board of Broward County, Florida (the "School Board") for the purchase and sale by the Underwriter of the School District of Broward County, Florida General Obligation School Refunding Bonds, Series 2026 (the "Series 2026 Bonds").

Unless otherwise agreed to in writing by the Underwriter and the School Board, this offer is made subject to acceptance by the School Board prior to 12:00 p.m. (Eastern Daylight Time) on the date hereof. Upon such acceptance, this Bond Purchase Agreement will be in full force and effect in accordance with its terms and will be binding on the School Board and the Underwriter. If this offer is not so accepted, it is subject to withdrawal by the Underwriter upon written notice delivered by the Underwriter to the School Board at any time prior to such acceptance. Capitalized terms used herein that are not normally capitalized, unless otherwise defined, shall have the meanings ascribed to such terms in the Resolutions (hereinafter defined). In conformance with the provisions of Section 218.385, *Florida Statutes*, as amended, the Underwriter hereby deliver the Disclosure and Truth-in-Bonding Statement attached hereto as Exhibit "A."

1. Purchase and Sale. (a) Upon the terms and conditions and upon the basis of the representations and warranties set forth herein, the Underwriter hereby agrees to purchase all (but not less than all) of the $[par].00 aggregate principal amount of the Series 2026 Bonds for a purchase price equal to $_____ (which purchase price is the aggregate original principal amount of the Series 2026 Bonds, [plus][minus] original issue [premium][discount] of $_____ and minus an Underwriter's discount of $_____). The Series 2026 Bonds will be executed and delivered pursuant to the Constitution and laws of the State of Florida, including Sections 1010.40 through 1010.54, and Chapter 132, Florida Statutes, together with other relevant sections of Chapters 1001-1013, Florida Statutes and other applicable provisions of law (the "Act") and secured by the General Obligation School Bond Master Resolution No. 15-

101 duly adopted by the School Board on December 9, 2014 (the "Master Resolution"), as supplemented by Resolution No. 26-___ adopted by the School Board on February [10], 2026 (the "Series 2026 Supplemental Resolution," and collectively with the Master Resolution, the "Resolutions"). The Series 2026 Bonds will mature on such dates and in such amounts, be subject to redemption, bear interest from the date of the Series 2026 Bonds at the rates, and have such other terms and provisions as set forth in Exhibit "B" attached hereto.

(b) The Series 2026 Bonds are being issued for the purposes of (i) refunding, on a current basis, the portion of the School Board's outstanding General Obligation School Bonds, Series 2015 (the "Series 2015 Bonds") maturing [on and after July 1, 20__ to and including July 1, 20__], as provided in the Escrow Deposit Agreement dated as of the date of the Closing (hereinafter defined) (the "Escrow Deposit Agreement") by and between the School Board and U.S. Bank Trust Company, National Association, as escrow agent thereunder (the "Escrow Agent"), and more particularly described in the Official Statement (hereinafter defined) (the "Refunded Bonds"), and (ii) paying certain costs associated with the issuance of the Series 2026 Bonds[, including the premium for the Policy (hereinafter defined)].

(c) [The scheduled payment of principal of and interest on the Series 2026 Bonds, when due, will be guaranteed under a municipal bond insurance policy (the "Policy") to be issued concurrently with the delivery of the Series 2026 Bonds by Assured Guaranty Inc. (the "Insurer").]

2. Good Faith Wire. The Underwriter shall deliver to the order of the School Board an amount equal to $_____ by wire transfer to be received by the School Board no later than 5:00 p.m. Eastern Daylight Time, on the date of execution of this Bond Purchase Agreement (such wire transfer being hereinafter referred to as the "Good Faith Wire"). If the Good Faith Wire is not received in the amount and at the time set forth in this paragraph, the School Board reserves the right to cancel this Bond Purchase Agreement. In the event the School Board does not accept this offer or upon the failure of the School Board to deliver the Series 2026 Bonds at the Closing, or if the School Board shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement, the Good Faith Wire shall be immediately returned to the Underwriter. If the offer is hereby accepted, the School Board agrees to hold the Good Faith Wire until Closing as security for the performance by the Underwriter at the Closing, and the Good Faith Wire shall be applied to the purchase price for the Series 2026 Bonds. Interest on the Good Faith Wire shall accrue solely to the benefit of the School Board and shall not offset the amount due from the Underwriter at Closing or be payable to the Underwriter in the event the Good Faith Wire is returned to the Underwriter. In the event the Underwriter fails to purchase the Series 2026 Bonds at the Closing, unless such failure is permitted as herein provided, the Good Faith Wire and the interest accrued thereon shall be retained by the School Board as full liquidated damages for such failure and, except as set forth in Section 9 hereof, neither party hereto shall have any further rights against the other hereunder.

3. Official Statement. (a) The School Board agrees to deliver or cause to be delivered to the Underwriter, at such addresses as the Underwriter specifies, as many copies of the final Official Statement for the Series 2026 Bonds, dated the date hereof (including the cover page and all appendices, exhibits, reports and statements included therein or attached thereto, and including

any supplements or stickers thereto delivered prior to Closing), executed on behalf of the School Board (the "Final Official Statement") as the Underwriter reasonably requests as necessary to comply with paragraph (b)(4) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule") and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"). The School Board agrees to deliver the Final Official Statement as soon as practicable after the date hereof but in any event within seven (7) business days after the date hereof, or in such shorter period of time as shall be requested by the Underwriter to accompany any confirmation that requests payments from any customer and to comply with paragraph (b)(4) of the Rule and with Rule G-32 and all other applicable rules of the MSRB.

(b) In accordance with the Rule and Rule G-32 of the MSRB, the Underwriter agrees to file the Final Official Statement with the MSRB at http://emma.msrb.org, in an electronic format as prescribed by the MSRB, not later than one (1) business day after receipt of the Final Official Statement from the School Board and, in any event, no later than the date of the Closing. The Underwriter also agrees to maintain such books and records as required by Rule G-8 of the MSRB with respect to the filing of the Final Official Statement. The School Board hereby agrees and covenants to comply with the Disclosure Dissemination Agent Agreement dated the date of delivery of the Series 2026 Bonds (the "Disclosure Agreement") executed and delivered by the School Board and Digital Assurance Certification LLC, as Disclosure Dissemination Agent under the Disclosure Agreement, in connection with the issuance of the Series 2026 Bonds.

(c) The Underwriter will give the School Board notice of the date after which no "participating underwriter," as such term is defined in the Rule, remains obligated to deliver Official Statements pursuant to paragraph (b)(4) of the Rule; provided, however, that unless otherwise notified by the Underwriter, the School Board shall assume that the "end of the underwriting period," as such term is defined in the Rule, is the date of the Closing and Official Statements shall be required to be delivered up to 25 days after the date of the Closing.

(d) The School Board has approved and authorized the distribution (in printed and electronic format) of the Preliminary Official Statement dated February [24], 2026 (the "Preliminary Official Statement") and hereby approves and authorizes the execution, delivery and distribution (in printed and electronic format) of the Final Official Statement (the Final Official Statement and any amendments or supplements that may be authorized for distribution with respect to the Series 2026 Bonds are herein referred to collectively as the "Official Statement") in connection with the public offering and sale of the Series 2026 Bonds.

4. Representations and Warranties of the School Board. The School Board represents and warrants to and agrees with the Underwriter that:

(a) both at the time of its acceptance hereof and at all times during the period from the date hereof up to and including a date which is the later of (i) receipt of notice from the Underwriter pursuant to Section 3(c) hereof that the Official Statement is no longer required to be delivered under the Rule or (ii) 90 days after the date of the Closing (or 25 days after the date of the Closing if the Final Official Statement is filed with the MSRB in electronic format at or prior to Closing), the statements and information contained in the Official Statement with respect to the

affairs of the School Board do not as of the date of acceptance hereof and will not (unless amended or supplemented as described in Section 8 hereof) at all times during the period from the date hereof up to and including the later of (i) receipt of notice of the Underwriter pursuant to Section 3(c) hereof that the Official Statement is no longer required to be delivered under the Rule or (ii) 90 days after the date of the Closing (or 25 days after the date of the Closing if the Final Official Statement is filed with the MSRB in electronic format at or prior to Closing) contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or which is necessary to make the statements and information therein, in light of the circumstances under which they were made, not misleading in any material respect;

(b) (i) the Preliminary Official Statement, as of its date and as of March [11], 2026, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or which is necessary to make the statements and information therein, in light of the circumstances under which they were made, not misleading in any material respect, and (ii) prior to the execution of this Bond Purchase Agreement, the School Board delivered to the Underwriter copies of the Preliminary Official Statement which the School Board deemed to be final as of its date for purposes of Rule 15c2-12(b)(1), except for the permitted omissions described in Rule 15c2-12(b)(1);

(c) if the Official Statement is supplemented or amended pursuant to Section 8 hereof, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to Section 8 hereof) at all times during the period from the date of such supplement or amendment to and including a date which is the later of (i) receipt of notice from the Underwriter pursuant to Section 3(c) hereof that the Official Statement is no longer required to be delivered under the Rule or (ii) 90 days after the date of the Closing (or 25 days after the date of the Closing if the Final Official Statement is filed with the MSRB in electronic format at or prior to Closing), the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

(d) the School Board is, at the date hereof and will be, on the date of the Closing, the governing body of the School District of Broward County, Florida (the "District"), and is a body corporate pursuant to Article IX, Section 4(a) of the Florida Constitution and Chapter 1001, *Florida Statutes*, as amended;

(e) except as otherwise described in the Preliminary Official Statement and the Official Statement and except as may be required by the "blue sky" or other securities laws of any of the jurisdictions where the Series 2026 Bonds may be sold, the School Board has received and there remain currently in full force and effect, or will receive prior to the delivery of the Series 2026 Bonds, all governmental consents and approvals that would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the School Board of its obligations under the Resolutions, the Disclosure Agreement, the Escrow Deposit Agreement, or any agreement entered into by the School Board with U.S. Bank Trust Company, National Association (the "Co-Registrar and Co-Paying Agent") to provide the terms for such entity to serve as Co-Registrar and Co-Paying Agent for the Series 2026 Bonds (the "Registrar and

Paying Agent Agreement");

(f) the School Board will cooperate with the Underwriter and its counsel in taking all necessary action to qualify the Series 2026 Bonds for offer and sale under the securities or "blue sky" laws of such jurisdictions as the Underwriter may reasonably request; provided however that the School Board will not be required to execute a special or general consent to service of process, pay any fee or qualify as a foreign corporation in connection with such qualification;

(g) at meetings of the School Board that were duly called and at which a quorum was present and acting throughout, the School Board duly adopted the Resolutions and duly approved the execution and delivery by the School Board of the Disclosure Agreement, the Escrow Deposit Agreement, this Bond Purchase Agreement, the Registrar and Paying Agent Agreement and the Official Statement and approved the distribution and use (in printed and electronic format) of the Preliminary Official Statement in connection with the public offering of the Series 2026 Bonds;

(h) since June 30, 2025, there has been no material adverse change in the financial position, results of operations or condition, financial or otherwise, of the School Board and the District and the School Board has not incurred liabilities that would materially adversely affect the ability of the School Board to discharge its obligations under this Bond Purchase Agreement, the Series 2026 Bonds, the Disclosure Agreement, the Escrow Deposit Agreement, the Registrar and Paying Agent Agreement, and any other agreements required to be executed by the School Board relating thereto, or the Resolutions (collectively, the "School Board Documents"), direct or contingent, other than as set forth in or contemplated by the Preliminary Official Statement and the Official Statement;

(i) the approval, execution and delivery by the School Board of the School Board Documents, adoption of the Resolutions and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not conflict with, constitute a breach of or default under, or result in the creation of a lien on any property of the District or the School Board (except as contemplated therein) pursuant to applicable law or any indenture, bond resolution, deed of trust, mortgage, agreement or other instrument to which the District or the School Board is a party, except as described in the Preliminary Official Statement and the Official Statement, or conflict with or violate any applicable law, administrative rule, regulation, judgment, court order or consent decree to which the School Board is subject which, in any such event, would have a material adverse effect on the redemption of the Refunded Bonds, issuance of the Series 2026 Bonds or any of the transactions contemplated thereby;

(j) except as disclosed in the Preliminary Official Statement and the Official Statement, there is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, or public board or body, pending or, to the best of its knowledge, threatened (i) contesting the corporate existence or powers of the School Board or the titles of the officers of the School Board to their respective offices, (ii) seeking to prohibit, restrain or enjoin the collection of revenues by the School Board, redemption of the Refunded Bonds, or the application of the proceeds of the Series 2026 Bonds in the manner described or

contemplated herein and in the Preliminary Official Statement and the Official Statement, in which an unfavorable decision, ruling or finding would materially adversely affect the financial position of the District or the School Board or the operation of its facilities or the validity or enforceability of any of the School Board Documents, (iii) contesting or affecting the validity of any of the School Board Documents, (iv) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement (nor, to the best knowledge of the School Board, is there any basis therefor), or (v) challenging the right of the School Board to refund the Refunded Bonds or to issue the Series 2026 Bonds;

(k) when duly executed and delivered by the other parties thereto, as applicable, the School Board Documents will have been duly authorized, executed and delivered by the School Board, the Resolutions have been duly adopted by the School Board and, on the date of the Closing and thereafter, each will constitute a legal, valid and binding obligation of the School Board, enforceable in accordance with its terms (except insofar as the enforcement thereof may be limited by bankruptcy, insolvency or similar laws relating to the enforcement of creditors' rights and by general principles of equity);

(l) the School Board is in compliance with its continuing disclosure undertakings pursuant to the Rule in connection with all outstanding obligations for which the School Board has agreed to undertake continuing disclosure obligations. In the past five (5) years, except as otherwise described in the Preliminary Official Statement and the Official Statement, the School Board has never failed to comply with any prior agreement to provide continuing disclosure information pursuant to the Rule;

(m) there is no unfunded, materially significant rebate liability of the School Board currently owing the Internal Revenue Service;

(n) any certificate signed by an official of the School Board and delivered to the Underwriter will be deemed to be a representation by the School Board to the Underwriter as to the statements made therein; and

(o) the School Board acknowledges and agrees that (i) the purchase and sale of the Series 2026 Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction among the School Board and the Underwriter, (ii) in connection with such transaction and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and not as a municipal advisor, financial advisor, agent or fiduciary of the School Board and the Underwriter has financial and other interests that differ from those of the School Board, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the School Board with respect to any of the transactions contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the School Board on other matters) and the Underwriter has no obligation to the School Board with respect to any of the transactions contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement and (iv) the School Board has consulted its own legal, financial, accounting, tax and other advisors to the extent it has deemed appropriate and has in fact retained advisors, as set forth in the Preliminary Official Statement and the Official Statement, to

provide legal, financial, accounting, tax and other consultation and advice in connection with the issuance of the Series 2026 Bonds.

5. Closing. At 10:00 a.m. (Eastern Daylight Time) on April [6], 2026, or at such earlier or later time or date as we mutually agree upon (herein called the "Closing"), the School Board will cause to be delivered to, or for the benefit of, the Underwriter, at the offices of the School Board in the City of Fort Lauderdale, Florida, or at such other place upon which the parties hereto may agree, all of the Series 2026 Bonds in the form of one typewritten certificate for each interest rate of each maturity, with CUSIP identification numbers printed thereon, duly executed and authenticated and registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). At the Closing, the School Board will deliver or cause to be delivered to the Underwriter the other documents hereinafter mentioned. At the Closing, the Underwriter will accept delivery of the Series 2026 Bonds and pay the purchase price of the Series 2026 Bonds (net of the Good Faith Wire [and any amount paid directly to the Insurer, at the direction of the School Board, to provide for payment of the premium for the Policy]) with federal or other immediately available funds by wire transfer of funds to or for the account of the School Board. The Series 2026 Bonds shall be made available to the Underwriter for inspection as soon as practicable, but at least one (1) business day prior to the Closing, at such place as the Underwriter and the School Board may agree.

6. Conditions to Closing. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations and agreements of the School Board herein and the performance by the School Board of its obligations hereunder, both as of the date hereof and as of the date of the Closing. The Underwriter's obligations under this Bond Purchase Agreement are and will be subject to the following further conditions:

(a) at the time of the Closing (i) the School Board Documents will be in full force and effect and will not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, (ii) the proceeds of the sale of the Series 2026 Bonds will be applied as described in the Official Statement, and (iii) the School Board will have duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Greenberg Traurig, P.A. and Edwards & Feanny, P.A. (collectively, "Co-Bond Counsel"), Nabors, Giblin & Nickerson, P.A. and Law Offices Thomas H. Williams Jr., P.L. (collectively, "Co- Disclosure Counsel"), and George A. Smith PLLC, as counsel for the Underwriter ("Underwriter's Counsel"), shall be necessary to effectuate the transactions contemplated hereby and by the Preliminary Official Statement and the Official Statement;

(b) the Underwriter shall have the right to cancel its obligations to purchase the Series 2026 Bonds, by notice from the Underwriter to the School Board of its election to do so, if between the date hereof and the Closing:

(i) legislation shall have been enacted by the Congress of the United States or adopted by either House thereof or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation shall have been referred for consideration, or enacted by the Florida Legislature or adopted by either House thereof or favorably reported for passage to either House of the Florida Legislature by any

committee of such House to which such legislation shall have been referred for consideration, or a decision shall have been rendered by a court of the United States or of the State of Florida or by the Tax Court of the United States, or any stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction, shall occur or be introduced, enacted or adopted, or a ruling or an official statement shall have been made or a regulation shall have been proposed or made by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or other federal or Florida authority, with respect to federal or Florida taxation upon revenues or other income of the general character to be derived by the School Board or by any similar body, or upon interest on obligations of the general character of the Series 2026 Bonds, or the tax treatment thereof for federal income tax purposes, or (in the case of Florida authorities only) with respect to Florida taxation on the Series 2026 Bonds as intangible personal property, or other action or events shall have transpired that, in the reasonable judgment of the Underwriter, would have the purpose or effect, directly or indirectly, of changing the federal income tax consequences or Florida tax consequences of any of the transactions contemplated in connection herewith, and that, in the reasonable judgment of the Underwriter, affects materially and adversely the market price or the marketability of the Series 2026 Bonds or the ability of the Underwriter to enforce contracts for the sale of the Series 2026 Bonds; or

(ii) any event shall have occurred, or any condition shall exist that, in the reasonable judgment of the Underwriter, either (A) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (B) is not reflected in the Official Statement but should be reflected therein in order to make the statements and the information contained therein, in light of the circumstances under which they were made, not misleading in any material respect and, in either such event, the School Board refuses to permit the Official Statement to be supplemented or amended in accordance with Section 8 hereof to supply such statement or information; or

(iii) there shall have occurred any outbreak or escalation of hostilities, or declaration of war by the United States, or other local, national or international emergency, calamity or crisis, including financial crisis, the effect of which on the financial markets of the United States, in the reasonable judgment of the Underwriter, materially and adversely impairs the marketability or market price of the Series 2026 Bonds or the ability of the Underwriter to enforce contracts for the sale of the Series 2026 Bonds; or

(iv) there shall be in force a general suspension of trading on the New York Stock Exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices of securities shall have been required and be in force on the New York Stock Exchange, or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction, or there shall be in force a suspension of trading in any outstanding securities of the School Board; or

(v) a general banking moratorium shall have been declared by federal, Florida or New York authorities having jurisdiction and be in force, or any new restriction on transactions in securities materially affecting the free market for securities such as the

Series 2026 Bonds (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, Underwriter established by the New York Stock Exchange, the Securities and Exchange Commission, any other federal or Florida agency or the Congress of the United States, or by executive order, which, in the reasonable judgment of the Underwriter, materially and adversely impairs the marketability or market price of the Series 2026 Bonds; or

(vi) legislation shall be enacted, or a decision by a court of the United States shall be rendered that, in the opinion of Underwriter's Counsel, has the effect of requiring the contemplated distribution of the Series 2026 Bonds or any action or instrument pertaining thereto to be registered under the Securities Act of 1933, as amended, or under Florida law, or of requiring either of the Resolutions, or any instrument or act pertaining thereto, to be qualified under the Trust Indenture Act of 1939, as amended; or

(vii) there shall have been any materially adverse change in the affairs of the School Board that, in the reasonable judgment of the Underwriter, materially and adversely affects the market price or marketability of the Series 2026 Bonds or the ability of the Underwriter to enforce contracts for the sale of the Series 2026 Bonds; or

(viii) a supplement or amendment shall have been made to the Official Statement subsequent to the date hereof that in the reasonable judgment of the Underwriter, materially and adversely affects the market price or the marketability of the Series 2026 Bonds or the ability of the Underwriter to enforce contracts for the sale of the Series 2026 Bonds; or

(ix) any litigation shall be instituted or be pending at the time of the Closing to restrain or enjoin the issuance, sale or delivery of the Series 2026 Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Act or any of the School Board Documents or the existence or powers of the School Board, with respect to its obligations under the School Board Documents, as applicable; and

(c) at or prior to the Closing, the Underwriter shall receive the following documents:

(i) the approving opinions of Co-Bond Counsel with respect to the Series 2026 Bonds, dated the date of the Closing, substantially in the form attached to the Official Statement as Appendix D, either addressed to the Underwriter and the School Board or accompanied by a letter addressed to the party not included as an addressee on the opinion, indicating that such party may rely on the approving opinions of Co-Bond Counsel as if the approving opinions were addressed to such party;

(ii) supplementary opinions of Co-Bond Counsel, dated the date of the Closing and addressed to the Underwriter, the School Board [and the Insurer], to the effect that (A) the information contained in the Preliminary Official Statement, as of its date and as of March [11], 2026, and in the Official Statement, as of its date and as of the date of

the Closing, under the headings (unless otherwise noted, the term "headings" includes all subheadings under a heading) entitled "INTRODUCTION," "AUTHORITY FOR AND PURPOSE OF ISSUANCE; VALIDATION," "PLAN OF REFUNDING," "DESCRIPTION OF THE SERIES 2026 BONDS" (excluding the information under the subheading "Book-Entry Only System"), "SECURITY FOR THE SERIES 2026 BONDS" and "APPENDIX C - COPY OF RESOLUTION" (excluding any financial, statistical and demographic information and information regarding DTC and its book-entry only system, [and the Insurer and the Policy,] as to all of which no view is expressed) insofar as such information purports to describe any of the School Board Documents, fairly represent the information purported to be summarized therein; (B) the statements contained under the heading "TAX EXEMPTION" are correct as to matters of law; and (C) the Resolutions constitute an exempt security within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended (the "1933 Act") and it is not necessary in connection with the offer and sale of the Series 2026 Bonds to the public to register the Series 2026 Bonds under the 1933 Act, or to qualify the Resolutions under the Trust Indenture Act of 1939, as amended; and (D) the Refunded Bonds shall be deemed paid in accordance with the Master Resolution and are no longer outstanding under the Master Resolution;

(iii) the opinion of Co-Disclosure Counsel, dated the date of the Closing and addressed to the School Board, [the Insurer] and the Underwriter (or with a reliance letter to the Underwriter), to the effect that (A) the Series 2026 Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Resolutions are exempt from qualification under the Trust Indenture Act of 1939, as amended, and (B) based upon their participation in the preparation of the Preliminary Official Statement and the Official Statement as Co-Disclosure Counsel and without having undertaken to determine independently the accuracy or completeness of the contents of the Preliminary Official Statement and the Official Statement, nothing has come to the attention of such counsel which has caused them to believe that the Preliminary Official Statement, as of its date and as of March [11], 2026, and the Official Statement, as of its date and as of the date of the Closing (except for the Appendices, information relating to DTC and its book-entry only system, [the Insurer and the Policy,] and financial and statistical data included therein, as to which no opinion need be expressed) contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(iv) the opinion of _____ Interim Counsel to the School Board (the "School Board's Counsel"), dated the date of the Closing and addressed to the Underwriter, [the Insurer] and the School Board to the effect that (A) the School Board is the governing body of the District, validly existing under the laws of the State of Florida, with all corporate power necessary to conduct the operations described in the Official Statement; (B) the School Board has obtained all governmental consents and approvals necessary for adoption of the Resolutions and the entry into each of the School Board Documents; (C) the School Board has duly approved the use and distribution (in printed and electronic format) of the Preliminary Official Statement and the execution, distribution and delivery (in printed and electronic format) of the Official Statement and the Resolutions have been duly adopted by the School Board; (D) the School Board Documents have been

duly authorized, executed and delivered by the School Board and, assuming due authorization, execution and delivery thereof by the other parties thereto, as applicable, constitute legal, valid and binding agreements, in accordance with their respective terms, of the School Board, subject to applicable bankruptcy, moratorium or similar laws relating to the enforcement of creditors' rights generally and to the application of general principles of equity; (E) the information in the Preliminary Official Statement, as of its date and as of March [11], 2026, and in the Official Statement, as of its date and as of the date of Closing, with respect to the laws of the State of Florida and relating to the School Board, the District, the Series 2026 Bonds or any of the School Board Documents (excluding financial, statistical and demographic information and information regarding DTC and its book-entry only system[, and the Insurer and the Policy]) under the headings (unless otherwise noted, the term "headings" includes all subheadings under a heading) entitled "INTRODUCTION," "AUTHORITY FOR AND PURPOSE OF ISSUANCE; VALIDATION," "DESCRIPTION OF THE SERIES 2026 BONDS" (excluding the information under the subheading "Book-Entry Only System"), "SECURITY FOR THE SERIES 2026 BONDS," "AD VALOREM TAX PROCEDURES," "RECENT GOVERNMENTAL ACTIONS AFFECTING DISTRICT REVENUES," "THE EDUCATIONAL FACILITIES PLAN," "THE SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA," "SELECTED FINANCIAL INFORMATION – General and – General Fund Ending Balance Guidelines," "LITIGATION," "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS" and "CONTINUING DISCLOSURE," is, to the best of the School Board's Counsel's knowledge after due inquiry with respect thereto, true, correct and complete in all material respects and does not omit any matter that should be included therein or that is necessary to make the statements made therein regarding such matters, in light of the circumstances under which such statements are made, not misleading; (F) there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the School Board wherein an unfavorable ruling, finding or decision would materially adversely affect the transactions contemplated by the Official Statement or this Bond Purchase Agreement or the validity of the Series 2026 Bonds or any of the School Board Documents, except as disclosed in the Preliminary Official Statement and the Official Statement; (G) the adoption of the Resolutions and execution and delivery of the School Board Documents, and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the School Board a breach of or default under any agreement or other instrument to which the School Board is a party or any existing law, regulation, court order or consent decree to which the School Board is subject, or result in the creation of a lien on any property of the School Board (except as contemplated therein) which would have a material adverse effect on the refunding of the Refunded Bonds, issuance of the Series 2026 Bonds or any of the transactions contemplated thereby; and (H) all authorizations, consents, approvals and reviews of governmental bodies or regulatory authorities required for the School Board's adoption of the Resolutions and execution, delivery, acceptance or performance of the Series 2026 Bonds and each of the School Board Documents have been obtained or effected, except that the offer and sale of the Series 2026 Bonds in certain jurisdictions may be subject to the provisions of the securities or "blue sky" laws of such jurisdictions; in addition, the School Board's Counsel shall state in her letter containing the

foregoing opinion, or in a separate letter dated the date of the Closing and addressed to the Underwriter, that based upon the examinations which she has made as the School Board's Counsel, and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement and the Official Statement (other than as set forth in item (E) above), nothing has come to her attention which would lead her to believe that the information in the Preliminary Official Statement, as of its date and as of March [11], 2026, and in the Official Statement, as of its date and as of the date of Closing (except for the financial statements and other financial data included in the Preliminary Official Statement and the Official Statement and any information regarding DTC and its book-entry only system, [and the Insurer and the Policy,] as to which no view need be expressed) contains an untrue statement of a material fact or omits to state a material fact required to be stated therein necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(v) the opinion of Underwriter's Counsel, dated the date of the Closing and addressed to the Underwriter, covering such matters as the Underwriter may reasonably request;

(vi) a certificate, dated the date of the Closing, signed on behalf of the School Board by the Chair or Vice Chair of the School Board and attested to by the Secretary of the School Board, stating that the statements in Section 4 hereof are true and correct as of the date of the Closing and such other matters as the Underwriter may reasonably require;

(vii) fully executed counterparts or copies of originals, as are acceptable to the Underwriter, of the Escrow Deposit Agreement, the Disclosure Agreement, the Registrar and Paying Agent Agreement and such other School Board Documents as the Underwriter may reasonably request;

(viii) certified copies of the necessary resolutions, proceedings and certificates of the School Board relating to the approval and sale of the Series 2026 Bonds, including, without limitation, Resolution No. 26-___ of the School Board;

(ix) executed copies of the School Board's (A) certification as to arbitrage and other matters relative to the tax status of the Series 2026 Bonds under Section 148 of the Internal Revenue Code of 1986, as amended, and (B) Internal Revenue Service Form 8038-G with respect to the Series 2026 Bonds, as completed for filing;

(x) fully executed counterparts of every other certificate, agreement or other document delivered to Co-Bond Counsel or the Co-Registrar and Co-Paying Agent in connection with the execution, sale and delivery of the Series 2026 Bonds;

(xi) a fully executed, customary authorization and incumbency certificate, dated the date of Closing, signed by authorized officers of the Co-Registrar and Co-Paying Agent and the Escrow Agent;

(xii) copies of the Blue Sky Survey prepared by Underwriter's Counsel, indicating the jurisdictions in which the Series 2026 Bonds may be sold in compliance with the "blue sky" or securities laws of such jurisdictions;

(xiii) evidence of ratings on the Series 2026 Bonds of ["AA" by S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P"), based on the issuance of the Policy, and underlying ratings] of "[Aa2]" and "[AA-]" issued, respectively, by Moody's Ratings ("Moody's") and S&P, and confirmation that such ratings are in effect on the date of Closing;

(xiv) a report from _____, Certified Public Accountants, in form satisfactory to the Underwriter, to the effect that such firm has verified the accuracy of the computations relating to the sufficiency of the cash and Government Obligations to be deposited with the Escrow Agent to pay, when due, the redemption price of the Refunded Bonds;

(xv) a copy of the School Board's DTC Blanket Issuer Letter of Representations;

(xvi) [an opinion, dated the date of the Closing, and addressed to the School Board and the Underwriter from counsel for the Insurer, substantially to the effect that: (a) the Insurer is a stock insurance company, duly organized and validly existing under the laws of the State of Maryland and duly qualified to conduct an insurance business in the State of Florida; (b) the Insurer has full corporate power and authority to execute and deliver the Policy and the Policy has been duly authorized, executed and delivered by the Insurer and constitutes the legal, valid and binding obligation of the Insurer enforceable in accordance with its terms except to the extent that the enforceability (but not the validity) of such obligation may be limited by any applicable bankruptcy, insolvency, liquidation, rehabilitation or other similar law or enactment now or hereafter enacted affecting the enforcement of creditors' rights; (c) proceedings legally required for the issuance of the Policy have been taken by the Insurer and licenses, orders, consents or other authorizations or approvals of any governmental boards or bodies legally required for the enforceability of the Policy have been obtained; and proceedings not taken and any licenses, authorizations or approvals not obtained are not material to the enforceability of the Policy; and (d) the statements contained in the Official Statement under the heading "BOND INSURANCE," insofar as such statements constitute summaries of the matters referred to therein, accurately reflect and fairly present the information purported to be shown and, insofar as such statements describe the Insurer, fairly and accurately describe the Insurer;

(xvii) receipt of the Policy from the Insurer;] and

(xviii) such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter, Underwriter's Counsel, Co-Bond Counsel or Co-Disclosure Counsel may reasonably request.

All of the opinions, letters, certificates, instruments and other documents mentioned in this Bond Purchase Agreement shall be deemed to be in compliance with the provisions of this Bond Purchase Agreement if, but only if, in the reasonable judgment of the Underwriter and Underwriter's Counsel, they are satisfactory in form and substance.

7. Termination. If there is a failure to satisfy the conditions to the Underwriter's obligations contained in this Bond Purchase Agreement or if the Underwriter's obligations are terminated for any reason permitted by this Bond Purchase Agreement, then this Bond Purchase Agreement shall terminate and the Underwriter and the School Board shall have no further obligation hereunder, except that the Good Faith Wire referred to in Section 2 hereof shall be returned to the Underwriter and the obligations of the respective parties set forth in Section 9 hereof shall continue in full force and effect.

8. Amendment of Final Official Statement. After the date of this Bond Purchase Agreement if any event shall occur as a result of which it is necessary, in the opinion of Co-Bond Counsel, Co-Disclosure Counsel or Underwriter's Counsel, to amend or supplement the Final Official Statement to make the Final Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser, the School Board shall forthwith prepare and furnish to the Underwriter (at the School Board's own expense if during the period beginning on the date hereof and ending on the date that is 90 days after the date of the Closing (or 25 days after the date of the Closing if the Final Official Statement is filed with the MSRB in electronic format at or prior to Closing), and thereafter at the expense of the Underwriter) a reasonable number of copies of an amendment of or supplement to the Final Official Statement (in form and substance satisfactory to Co-Disclosure Counsel and Underwriter's Counsel) that will amend or supplement the Final Official Statement so that it will not, to the best of School Board's knowledge after due inquiry with respect thereto, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances existing at the time it is delivered to a purchaser, not misleading. For purposes of this paragraph, the School Board will furnish such information about their respective affairs as the Underwriter may from time to time reasonably request. The School Board shall notify the Underwriter of any change in their respective affairs occurring within 90 days after the date of the Closing (or 25 days after the date of the Closing if the Final Official Statement is filed with the MSRB in electronic format at or prior to Closing) which has not been disclosed in the Final Official Statement and which would cause the Final Official Statement to contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

9. Expenses. (a) The School Board will pay, but only from the proceeds of the Series 2026 Bonds or moneys made available pursuant to the Resolutions, any expenses incident to the performance of its obligations hereunder, including, without limitation: (i) the cost of the preparation (including printing and distribution in printed and electronic format) of the Preliminary Official Statement, the Official Statement, any of the School Board Documents; (ii) the cost of the preparation, printing and delivery of the Series 2026 Bonds; (iii) the fees and disbursements of Co-Bond Counsel and Co-Disclosure Counsel; (iv) the fees and disbursements of Moody's and S&P; (v) the fees and disbursements of any other experts or consultants retained by the School Board or

the District, including, without limitation, the Escrow Agent, the Co-Registrar and Co-Paying Agent, the District's financial advisor and the verification agent; [(vi) the premium for the Policy and any other fees or charges of the Insurer required to be paid in connection with the delivery of the Policy;] and (vii) any expenses (included in the expenses component of the Underwriter's discount) incurred on behalf of employees or representatives of the School Board in connection with the implementation of this Bond Purchase Agreement, including, without limitation, meals, transportation and lodging of such representatives or employees and, on behalf of the Underwriter, the fees and expenses of Underwriter's Counsel.

(b) The Underwriter will pay (i) all advertising expenses in connection with the public offering of the Series 2026 Bonds and (ii) all other expenses incurred by them or any of them in connection with their public offering and distribution of the Series 2026 Bonds, including the fees and disbursements of counsel retained by them and the CUSIP Service Bureau service charge for the assignment of CUSIP numbers for the Series 2026 Bonds.

(c) Any of the expenses described in this Section may be paid in the form of the inclusion of such expenses in the expense component of the Underwriter's discount.

10. Establishing Issue Price. The Underwriter, on behalf of the Underwriter, agrees to assist the School Board in establishing the issue price of the Series 2026 Bonds and shall execute and deliver to the School Board at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit "C," with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the School Board and Co-Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2026 Bonds.

(a) The School Board will treat the first price at which 10% of each maturity of the Series 2026 Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the School Board the price or prices at which the Underwriter has sold to the public each maturity of Series 2026 Bonds. For purposes of this Section 10, if Series 2026 Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2026 Bonds. [insert hold the price disclosure, if applicable]

(b) The Underwriter confirms that the Underwriter has offered the Series 2026 Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule A to Exhibit "C" attached hereto, except as otherwise set forth therein.

The School Board acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing the issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds, as set forth in an agreement among Underwriter and the related pricing wires, (ii) in the

event a selling group has been created in connection with the initial sale of the Series 2026 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing the issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2026 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The School Board further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing the issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing the issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds.

(c) The Underwriter confirms that:

(i) any agreement among Underwriter, any selling group agreement and each third-party distribution agreement (to which the Underwriter is a party) relating to the initial sale of the Series 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A) (1) report the prices at which it sells to the public the unsold Series 2026 Bonds of each maturity allotted to it, whether or not the Closing has occurred, until either all Series 2026 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2026 Bonds of that maturity, provided that, the reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (2) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) promptly notify the Underwriter of any sales of the Series 2026 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2026 Bonds to the public (each such term being used as defined below), and (C) acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Underwriter shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public; and

(ii) any agreement among Underwriter or selling group agreement relating to the initial sale of the Series 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that

is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2026 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2026 Bonds of each maturity allotted to it, whether or not the Closing has occurred, until either all Series 2026 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or such underwriter or dealer that the 10% test has been satisfied as to the Series 2026 Bonds of that maturity, provided that, the reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter or such underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the underwriter or dealer and as set forth in the related pricing wires.

(d) The Underwriter acknowledge that sales of any Series 2026 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2026 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this Section 10:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the School Board (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2026 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2026 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2026 Bonds to the public), and

(iii) a purchaser of any of the Series 2026 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

11. Anti-Human Trafficking. In conformance with Section 787.06(13), Florida Statutes, as amended, the Underwriter, for and on its own account, has delivered to the School Board an anti-human trafficking affidavit in connection with the execution of this Bond Purchase Agreement.

12. Notices. Any notice or other communication to be given under this Bond Purchase Agreement may be given by delivering the same in writing as follows:

The School Board of Broward County, Florida
600 SE Third Avenue, 2nd Floor
Fort Lauderdale, Florida 33301
Attention: Ivan Perrone, Treasurer

J.P. Morgan Securities LLC
1450 Brickell Avenue, 15th Floor
Miami, Florida 33131
Attention: T.J. Whitehouse, Executive Director

13. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the School Board and the Underwriter, including their successors or assigns, and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof.

14. Survival of Warranties. All the representations, warranties and agreements of the Underwriter and the School Board in this Bond Purchase Agreement shall remain operative and in full force and effect and shall survive delivery of and payment for the Series 2026 Bonds, regardless of any investigation made by or on behalf of the School Board or the Underwriter.

15. Headings. The headings of the sections of this Bond Purchase Agreement are inserted for convenience of reference only and shall not be deemed to be part of this agreement nor affect the meaning, construction or effect hereof.

16. Entire Agreement. This Bond Purchase Agreement, when accepted by the School Board in writing as provided herein, shall constitute the entire agreement of the parties hereto with respect to the offer and sale of the Series 2026 Bonds and the transactions related thereto and supersedes all prior agreements and understandings between the parties with respect to the issuance and sale of the Series 2026 Bonds. No modification, alteration, supplement or amendment to this Bond Purchase Agreement shall be binding upon any of the parties hereto until such modification, alteration or amendment is reduced to writing and executed by all of the parties hereto.

17. Severability. If any provision of this Bond Purchase Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitutional or statutory provision or provisions or rule of law or public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained, or portion thereof, invalid, inoperative, or unenforceable. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Bond Purchase Agreement, shall not affect the remaining portions of this Bond Purchase Agreement, or any part thereof.

18. Counterparts. This Bond Purchase Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute

one and the same agreement.

19. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to the principles of conflicts of laws.

If the foregoing is acceptable to you, please sign below and this Bond Purchase Agreement will become a binding agreement among us.

Very truly yours,

J.P. MORGAN SECURITIES LLC, as Underwriter

By: _____
T.J. WHITEHOUSE, Executive Director

Accepted and confirmed as of
the date first above written:

THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

By: _____
SARAH LEONARDI, Chair

By: _____
DR. HOWARD HEPBURN, Superintendent

[Signature Page - General Obligation School Refunding Bonds, Series 2026]

EXHIBIT A

DISCLOSURE AND TRUTH-IN-BONDING STATEMENT

$[par]
SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA
GENERAL OBLIGATION SCHOOL REFUNDING BONDS
SERIES 2026

March [11], 2026

The School Board of Broward County, Florida
600 SE Third Avenue, 2nd Floor
Fort Lauderdale, Florida 33301

Ladies and Gentlemen:

In connection with the proposed execution and delivery of the above-referenced Bonds (the "Series 2026 Bonds"), J.P. Morgan Securities LLC (the "Underwriter") has agreed to underwrite a public offering of the Series 2026 Bonds. Arrangements for underwriting the Series 2026 Bonds will include a Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") among The School Board of Broward County, Florida (the "School Board") and the Underwriter which will embody the negotiations of the Underwriter and the School Board relating to such underwriting. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Bond Purchase Agreement.

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385, *Florida Statutes*, as amended, certain information regarding the arrangements contemplated for the underwriting of the Series 2026 Bonds as follows:

(a) The nature and estimated amount of expenses to be incurred by the Underwriter in connection with the purchase and reoffering of the Series 2026 Bonds are set forth in Schedule B-1 attached hereto.

(b) No person has entered into an understanding with the Underwriter or the School Board for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied to act solely as an intermediary between the School Board and the Underwriter or to exercise or attempt to exercise any influence to effect any transaction in connection with the purchase of the Series 2026 Bonds by the Underwriter.

(c) The underwriting spread will be $_____ ($_____ per $1,000), which includes the following:

	Total	Per $1,000
Underwriter's expenses		
Management Fee		
Average Takedown		
TOTAL:		

(d) Other than as described in the Official Statement, no other fee, bonus or other compensation is estimated to be paid by the Underwriter in connection with the issuance of the Series 2026 Bonds to any person not regularly employed or retained by the Underwriter, including any "finder," as defined in Section 218.386(1)(a), *Florida Statutes*, as amended.

(e) The name and address of the Underwriter in connection with the issuance of the Series 2026 Bonds is:

J.P. Morgan Securities LLC
1450 Brickell Avenue, 15th Floor
Miami, Florida 33131
Attention: T.J. Whitehouse, Executive Director

(f) The School Board is proposing to issue $[par] of debt or obligation for the primary purpose of providing for the refunding, on a current basis, of the portion of the School Board's outstanding General Obligation School Bonds, Series 2015 maturing on and after July 1, 20__ to and including July 1, 20__, (the "Refunded Bonds"), as more particularly described in the Official Statement dated March [11], 2026 delivered in connection with the issuance of the Series 2026 Bonds. The debt or obligation is expected to be repaid over a period of approximately _____ (__) years. At a forecasted true interest cost of _____% per annum, total interest to be paid over the life of the debt or obligation will be $_____.

(g) The source of repayment or security for this proposal is the ad valorem taxes levied and collected in the School District of Broward County, Florida (the "District") for payment of the Series 2026 Bonds. Authorizing this debt or obligation will result in approximately $_____ (representing the average annual debt service on the Series 2026 Bonds) of such ad valorem taxes being used to pay debt service on the Series 2026 Bonds each year for approximately _____ (__) years but such use will not affect the funds available to finance other services of the District because (i) taxes were already pledged for the repayment of the Refunded Bonds and such taxes may be levied only to pay debt service on general obligation bonds of the District and (ii) issuance of the Series 2026 Bonds will result in a net present value debt service savings of approximately $_____, although such savings will not be realized in an equal amount each year the Series 2026 Bonds are outstanding.

We understand that you do not require any further disclosure from the Underwriter pursuant to Section 218.385, *Florida Statutes*, as amended.

Very truly yours,

J.P. MORGAN SECURITIES LLC, as Underwriter

By: _____
T.J. WHITEHOUSE, Executive Director

[Signature Page (Disclosure Statement)
General Obligation School Refunding Bonds, Series 2026]

SCHEDULE B-1

NATURE AND ESTIMATED AMOUNT OF EXPENSES
TO BE INCURRED BY THE UNDERWRITER

Underwriter's Counsel Fees and Expenses

Interest on Day Loan

Total Syndicate Wire Charge

DTC Charges

CUSIP Charges

Total Expenses

EXHIBIT B

$[par]
SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA
GENERAL OBLIGATION SCHOOL REFUNDING BONDS
SERIES 2026

The above-referenced bonds (the "Series 2026 Bonds") are being purchased by the Underwriter named in the Bond Purchase Agreement dated March [11], 2026 (the "Bond Purchase Agreement") entered into by and among such Underwriter and The School Board of Broward County, Florida. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Bond Purchase Agreement and in the Official Statement dated March [11], 2026 relating to the Series 2026 Bonds.

The Series 2026 Bonds shall mature on July 1 in the years and in the amounts and shall bear interest, computed on the basis of a 360-day year consisting of twelve 30-day months, from their date until the Series 2026 Bonds have been paid in full or duly provided for in accordance with the provisions of the Resolutions, at the rates set forth below:

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

$[par]
SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA
GENERAL OBLIGATION SCHOOL REFUNDING BONDS
SERIES 2026

Date (July 1)	Principal Amount	Interest Rate	Yield	Price

---

* Yield calculated to the first optional redemption date of July 1, 20__.

REDEMPTION PROVISIONS

Optional Redemption

The Series 2026 Bonds maturing on or before July 1, 20__ are not subject to redemption prior to maturity. The Series 2026 Bonds maturing on July 1, 20__ are subject to optional redemption prior to maturity by the District, in whole or in part on any date on or after July 1, 20__, and if in part, in such principal amount as the District shall select and by lot within a maturity, at a redemption price equal to the principal amount of the Series 2026 Bonds to be redeemed plus accrued interest to the date of redemption.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT C

FORM OF ISSUE PRICE CERTIFICATE OF THE UNDERWRITER

$[par]
SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA
GENERAL OBLIGATION SCHOOL REFUNDING BONDS
SERIES 2026

ISSUE PRICE CERTIFICATE

The undersigned, J.P. Morgan Securities LLC (the "Underwriter"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Series 2026 Bonds").

1. Sale of the Series 2026 Bonds. As of the date of this Certificate, for each Maturity of the Series 2026 Bonds, the first price at which at least 10% of such Maturity of the Series 2026 Bonds was sold to the Public is the respective price listed in Schedule A.[add hold-the-price representations if applicable]

2. Defined Terms.

Issuer means The School Board of Broward County, Florida.

Maturity means Series 2026 Bonds with the same credit and payment terms. Series 2026 Bonds with different maturity dates, or Series 2026 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter. A person is a "Related Party" to an Underwriter if the Underwriter and the person are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2026 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2026 Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2026 Bonds to the Public).

3. Disclaimer.

The representations set forth in this Certificate are limited to factual matters only. All terms not defined herein shall have the same meanings as in the Arbitrage and Tax Certificate with respect to the Series 2026 Bonds (the "Tax Certificate"), to which this Certificate is attached. Nothing in this Certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder (collectively, the "Code") and we make no warranty regarding the sufficiency of the foregoing representations for purposes of such provisions of the Code. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Series 2026 Bonds, and by Greenberg Traurig, P.A. and Edwards & Feanny, P.A., Co-Bond Counsel, in connection with rendering their opinion that the interest on the Series 2026 Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice they may give to the Issuer from time to time relating to the Series 2026 Bonds. Notwithstanding the foregoing, we remind you that we are not accountants or actuaries, nor are we engaged in the practice of law. The representations set forth herein are not necessarily based on personal knowledge.

Very truly yours,

J.P. MORGAN SECURITIES LLC, as Underwriter

By: _____
T.J. WHITEHOUSE, Executive Director

Dated: April [6], 2026

SCHEDULE A

TO ISSUE PRICE CERTIFICATE OF THE UNDERWRITER

$[par]
SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA
GENERAL OBLIGATION SCHOOL REFUNDING BONDS
SERIES 2026

Date (July 1)	Principal Amount	Interest Rate	Yield	Price

---

* Yield calculated to the first optional redemption date of July 1, 20__.

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

PRELIMINARY OFFICIAL STATEMENT DATED FEBRUARY __, 2026

NEW ISSUE--BOOK-ENTRY ONLY **RATINGS: See "Ratings" herein**

In the opinion of Greenberg Traurig, P.A. and Edwards & Feanny P.A., Co-Bond Counsel, assuming the accuracy of certain certifications and continuing compliance with certain tax covenants, under existing statutes, regulations, rulings and court decisions, (i) interest on the Series 2026 Bonds is excludable from gross income for federal income tax purposes; and (ii) interest on the Series 2026 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), on applicable corporations (as defined in Section 59(k) of the Code), interest on the Series 2026 Bonds is not excluded from the determination of adjusted financial statement income. See "TAX EXEMPTION" herein for a description of certain other federal tax consequences of ownership of the Series 2026 Bonds. Co-Bond Counsel is further of the opinion that the Series 2026 Bonds and the interest thereon are not subject to taxation under the laws of the State of Florida, except as to estate taxes, and taxes under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in said Chapter 220. See "TAX EXEMPTION" herein.

$[POS PAR]*
SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA
GENERAL OBLIGATION SCHOOL REFUNDING BONDS, SERIES 2026

Dated: Date of Delivery **Due: July 1, as set forth on the inside cover page**

The School District of Broward County, Florida General Obligation School Refunding Bonds, Series 2026 (the "Series 2026 Bonds") are general obligations of the School District of Broward County, Florida (the "District") payable from unlimited ad valorem taxes on all real and tangible personal property within the District, excluding certain property exempted by law. The full faith, credit and taxing power of the District is irrevocably pledged to the prompt payment of both principal of and interest on the Series 2026 Bonds as the same become due and payable. See "SECURITY FOR THE SERIES 2026 BONDS" herein.

The Series 2026 Bonds will be issued in fully registered form, initially in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC"). The Series 2026 Bonds will be initially deposited with DTC, which will be responsible for maintaining a book-entry only system for recording the interests of its participants, which, in turn, will be responsible for maintaining records with respect to beneficial ownership interests of individual purchasers of the Series 2026 Bonds. Purchases of the Series 2026 Bonds will be made in book-entry form, in denominations of $5,000 and integral multiples thereof. Purchasers of the Series 2026 Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates. As long as Cede & Co. is the registered owner of the Series 2026 Bonds, references herein to the registered owners shall mean Cede & Co., including any successor nominee (collectively, "Cede & Co."), and shall not mean the Beneficial Owners of the Series 2026 Bonds. See "DESCRIPTION OF THE SERIES 2026 BONDS - Book-Entry Only System" herein.

Interest on the Series 2026 Bonds will be payable on July 1 and January 1 of each year, commencing [July 1, 2026], by check or draft of either the Treasurer of the District or U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as Co-Registrars and Co-Paying Agents mailed on each interest payment date to registered Holders appearing on the registration books maintained by the Co-Registrars on the 15th day of the month next preceding each interest payment date. At the written request

of any registered Holder of $1,000,000 or more in aggregate principal amount of the Series 2026 Bonds, interest may be payable by bank wire transfer to an account of such Holder designated in writing. Principal of the Series 2026 Bonds is payable to the registered Holder or his legal representative upon presentation when due at the designated corporate trust office of U.S. Bank Trust Company, National Association.

The Series 2026 Bonds are being issued pursuant to the Constitution and the laws of the State of Florida, including Sections 1010.40 through 1010.54, Florida Statutes and Chapter 132, Florida Statutes, together with other relevant sections of Chapters 1001-1013, Florida Statutes and other applicable provisions of law and General Obligation School Bond Master Resolution No. 15-101 duly adopted by the School Board on December 9, 2014 (the "Master Resolution"), as supplemented, particularly as supplemented by Resolution No. 26-___ adopted by the School Board on February 10, 2026 (collectively, the "Resolution").

The Series 2026 Bonds are being issued for the principal purposes of refunding, on a current basis, **[**all or a portion**]** of the District's outstanding General Obligation School Bonds, Series 2015, as more particularly described herein, and paying certain costs associated with the issuance of the Series 2026 Bonds. See "PLAN OF REFUNDING" herein.

The Series 2026 Bonds are subject to redemption prior to their stated maturities as more particularly described herein. See "DESCRIPTION OF THE SERIES 2026 BONDS – Redemption Provisions" herein.

Based on market conditions in existence at the time of pricing, the District will determine whether or not to purchase insurance on all of the Series 2026 Bonds, some of the Series 2026 Bonds or none of the Series 2026 Bonds. In the event the District deems it in its best interest to insure all or a portion of the Series 2026 Bonds, the scheduled payment of the principal of and interest on the Series 2026 Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the insured Series 2026 Bonds by [INSURER] ("[INSURER SHORT NAME]" or the "Insurer"). See "BOND INSURANCE OPTION" herein.

[INSURER SHORT NAME Logo]

*The Series 2026 Bonds are offered, in full book-entry form, when, as and if issued subject to the approval of their legality by Greenberg Traurig, P.A., Miami, Florida, and Edwards & Feanny, P.A., Miami, Florida, Co-Bond Counsel. Nabors, Giblin & Nickerson, P.A., Tampa, Florida, and Law Offices Thomas H. Williams Jr., P.L., Miami, Florida, are serving as Co-Disclosure Counsel to the District. Certain legal matters will be passed upon for the District by its Interim General Counsel, Kathelyn Jacques-Adams, Esquire. Greenberg Traurig, P.A., Tallahassee, Florida is serving as Counsel to the Underwriter. PFM Financial Advisors LLC, Orlando, Florida, is serving as Municipal Advisor to the District. It is expected that the Series 2026 Bonds will be available for delivery through DTC on or about **[**CLOSING DATE**]**, 2026.*

J.P. Morgan

Dated: March __, 2026

* Preliminary, subject to change.

$[POS PAR][1]
SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA
GENERAL OBLIGATION SCHOOL REFUNDING BONDS,
SERIES 2026

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS, PRICES AND INITIAL CUSIP NUMBERS

$[POS PAR][1] Serial Series 2026 Bonds

Maturity[1] (July 1)	Principal Amount[1]	Interest Rate	Yield	Price	Initial CUSIP No.[2]
2037					
2038					
2039					
2040					

(1) Preliminary, subject to change.

(2) CUSIP is a registered trademark of American Bankers Association. CUSIP data herein is provided by S&P Global Market Intelligence, a division of S&P Global Inc. CUSIP data herein is provided for convenience of reference only. The School Board, the Municipal Advisor and the Underwriter and its agents take no responsibility for the accuracy of such data.

THE SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA

BOARD MEMBERS

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair
Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

DISTRICT OFFICIALS

Superintendent of Schools
Dr. Howard Hepburn

Chief Financial Officer
Romaneir Johnson

Treasurer
Ivan Perrone

Director of Capital Budget
Omar Shim

Interim General Counsel
Kathelyn Jacques-Adams

BOND COUNSEL

Greenberg Traurig, P.A.
Miami, Florida

Edwards & Feanny, P.A.
Miami, Florida

DISCLOSURE COUNSEL

Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

Law Offices Thomas H. Williams Jr., P.L.
Miami, Florida

MUNICIPAL ADVISOR

PFM Financial Advisors LLC
Orlando, Florida

No dealer, broker, sales representative or other person has been authorized by the School Board or any underwriter to give any information or to make any representations, other than those contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or a solicitation of an offer to buy any securities, nor shall there be any sale of the Series 2026 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information contained in this Official Statement has been obtained from the District, DTC and other sources that are considered to be reliable and, while not guaranteed as to accuracy or completeness, is believed to be correct. However, such information is not to be construed as a representation of the District with respect to the information provided by DTC **[**or the Insurer**]**. Any statements in this Official Statement involving estimates, assumptions and matters of opinion, whether or not so expressly stated, are intended as such and not as representations of fact, and the District expressly makes no representations that such estimates, assumptions and opinions will be realized or fulfilled. Neither the Auditor General of the State of Florida nor any other independent accountants have compiled, examined, or performed any procedures with respect to any projected, forecasted or estimated financial information contained in this Official Statement, nor have they expressed any opinion or any other form of assurance on such information or its achievability and assume no responsibility for, and disclaim any association with, any projected or estimated financial information. Any information, estimates, assumptions and matters of opinion contained in this Official Statement are subject to change without notice, and neither the delivery of this Official Statement, nor any sale made hereunder, shall under any circumstances create any implication that there has been no change in the affairs of the District or the School Board since the date hereof or, with respect to information set forth herein as of a particular date, the date provided herein.

UPON ISSUANCE, THE SERIES 2026 BONDS WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER INDEPENDENT FEDERAL, STATE OR GOVERNMENTAL ENTITY OR AGENCY WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT OR APPROVED THE SERIES 2026 BONDS FOR SALE.

CERTAIN STATEMENTS CONTAINED IN THIS OFFICIAL STATEMENT REFLECT NOT HISTORICAL FACTS BUT FORECASTS AND "FORWARD-LOOKING STATEMENTS." IN THIS RESPECT, THE WORDS "ESTIMATE," "PROJECT," "ANTICIPATE," "EXPECT," "INTEND," "BELIEVE," "BUDGET" AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS. ALL PROJECTIONS, FORECASTS, ASSUMPTIONS, EXPRESSIONS OF OPINIONS, ESTIMATES AND OTHER FORWARD-LOOKING STATEMENTS ARE EXPRESSLY QUALIFIED IN THEIR ENTIRETY BY THE CAUTIONARY STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

All summaries herein of documents and agreements are qualified in their entirety by reference to such documents and agreements, and all summaries herein of the Series 2026 Bonds are qualified in their entirety by reference to the form thereof included in the aforesaid documents and agreements.

THIS OFFICIAL STATEMENT SHALL NOT CONSTITUTE A CONTRACT BETWEEN THE DISTRICT OR SCHOOL BOARD AND ANY ONE OR MORE HOLDERS OF THE SERIES 2026 BONDS.

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS EITHER IN BOUND PRINTED FORM ("ORIGINAL BOUND FORMAT") OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: WWW.MUNIOS.COM AND WWW.EMMA.MSRB.ORG. THIS OFFICIAL STATEMENT SHOULD BE RELIED UPON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT OR AS PRINTED IN ITS ENTIRETY DIRECTLY FROM SUCH WEBSITES.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

[INSURER**]** ("**[**INSURER SHORT NAME**]**" or the "Insurer") makes no representation regarding the Series 2026 Bonds or the advisability of investing in the Series 2026 Bonds. In addition, **[**INSURER SHORT NAME**]** has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding **[**INSURER SHORT NAME**]**, supplied by **[**INSURER SHORT NAME**]** and presented under the heading "BOND INSURANCE OPTION" herein and "APPENDIX F - SPECIMEN MUNICIPAL BOND INSURANCE POLICY" hereto.

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OFFICIAL STATEMENT
relating to

$[POS PAR]*
SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA
GENERAL OBLIGATION SCHOOL REFUNDING BONDS,
SERIES 2026

INTRODUCTION

This Official Statement, including the cover page, inside cover page and the Appendices hereto, is furnished with respect to the sale of $[POS PAR]* aggregate principal amount of School District of Broward County, Florida General Obligation School Refunding Bonds, Series 2026 (the "Series 2026 Bonds") being issued by the School District of Broward County, Florida (the "District"), acting through The School Board of Broward County, Florida (the "School Board"), its governing body.

The Series 2026 Bonds are being issued pursuant to the Constitution and the laws of the State of Florida, including Sections 1010.40 through 1010.54, Florida Statutes and Chapter 132, Florida Statutes, together with other relevant sections of Chapters 1001-1013, Florida Statutes and other applicable provisions of law (the "Act") and General Obligation School Bond Master Resolution No. 15-101 duly adopted by the School Board on December 9, 2014 (the "Master Resolution"), as supplemented, particularly as supplemented by Resolution No. 26-___ adopted by the School Board on February 10, 2026 (the "Series 2026 Supplemental Resolution," and collectively with the Master Resolution, the "Resolution"). Capitalized terms used, but not otherwise defined herein, shall have the meaning assigned thereto in the Resolution included as "APPENDIX C – COPY OF RESOLUTION" hereto.

Pursuant to a referendum election held on November 4, 2014, the qualified electors of the District approved the issuance of various series of new money general obligation bonds pursuant to the Master Resolution in the total amount of not exceeding $800,000,000 for the purpose of acquiring, building, enlarging, furnishing or otherwise improving school buildings and school grounds within the District, including safety enhancements and instructional technology upgrades in schools throughout the District, as more particularly described in the District's Educational Facilities Plan (the "District's Educational Facilities Plan" or "DEFP"). The District previously issued $155,055,000 aggregate principal amount of General Obligation School Bonds, Series 2015 (the "Series 2015 Bonds") on June 18, 2015, $174,750,000 aggregate principal amount of General Obligation School Bonds, Series 2019 (the "Series 2019 Bonds") on February 13, 2019, $207,465,000 aggregate principal amount of General Obligation School Bonds, Series 2021 (the "Series 2021 Bonds") on February 16, 2021, $262,730,000 aggregate principal amount of General Obligation School Bonds, Series 2022 (the "Series 2022 Bonds") on May 18, 2022 and $69,455,000 aggregate principal amount of General Obligation School Refunding Bonds, Series 2025 (the "Series 2025 Bonds") on June 9, 2025. Upon issuance of the Series 2022 Bonds, the District had issued the full $800,000,000 of new money general obligation bonds authorized by the voters in the District in the November 4, 2014 referendum. However, General Obligation School Refunding Bonds (such as the Series 2025 Bonds and the Series 2026 Bonds) may still be issued to refund the previously issued new money General Obligation School Bonds. The Series 2026 Bonds, together with the Series 2015 Bonds not constituting Refunded Bonds (as defined herein), if any, the Series 2019 Bonds, the Series 2021 Bonds, the Series 2022 Bonds, the Series 2025 Bonds and any Additional Bonds issued from time to time for refunding purposes pursuant to the Master Resolution, are referred to herein as the "Bonds." See "AUTHORITY

* Preliminary, subject to change.

FOR AND PURPOSE OF ISSUANCE; VALIDATION," "PLAN OF REFUNDING" and "THE EDUCATIONAL FACILITIES PLAN" herein.

The Series 2026 Bonds are being issued for the principal purposes of (i) refunding, on a current basis, **[**all or a portion**]** of the outstanding Series 2015 Bonds, as more particularly described herein (the "Refunded Bonds"), and (ii) paying certain costs associated with the issuance of the Series 2026 Bonds. See "PLAN OF REFUNDING" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2026 Bonds are general obligations of the District, the prompt payment of the principal of, premium, if any, and interest on which is secured by the full faith and credit and ad valorem taxing power of the District. The Series 2026 Bonds are payable solely from and secured by a prior lien upon and a pledge of the proceeds of the levy and collection of a direct annual tax, without limitation as to rate or amount, upon all taxable property within the District sufficient to pay the principal of, premium, if any, and interest on the Series 2026 Bonds as the same shall become due and payable and to provide for probable failures of collection of such tax in such year, which tax will be levied and collected at the same time and in the same manner as other ad valorem taxes are assessed, levied and collected for operating expenses of the District and will be in addition to all other taxes authorized to be levied by the District. See "SECURITY FOR THE SERIES 2026 BONDS" herein.

[Based on market conditions in existence at the time of pricing, the District will determine whether or not to purchase insurance on all of the Series 2026 Bonds, some of the Series 2026 Bonds or none of the Series 2026 Bonds. In the event the District deems it in its best interest to insure all or a portion of the Series 2026 Bonds, the scheduled payment of the principal of and interest on such insured Series 2026 Bonds when due will be guaranteed under a municipal bond insurance policy (the "Policy") to be issued concurrently with the delivery of the Series 2026 Bonds by **[**INSURER**]** ("**[**INSURER SHORT NAME**]**" or the "Insurer"). See "BOND INSURANCE OPTION" and "BOND INSURANCE RISK FACTORS" herein.**]**

The District has agreed and undertaken for the benefit of the holders of the Series 2026 Bonds, to provide certain financial information and operating data relating to the District and the Series 2026 Bonds on a continuing basis pursuant to Rule 15c2-12 of the Securities and Exchange Act of 1934, as amended. See "CONTINUING DISCLOSURE" herein.

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page, inside cover page and Appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2026 Bonds is made only by means of this Official Statement and is subject in all respects to the information contained herein. For a complete description of the terms and conditions of the Series 2026 Bonds, reference is made to the copy of the Resolution in APPENDIX C of this Official Statement.

AUTHORITY FOR AND PURPOSE OF ISSUANCE; VALIDATION

The Series 2026 Bonds are being issued pursuant to the Act and the Resolution for the purposes of (i) refunding, on a current basis, the Refunded Bonds and (ii) paying the costs of issuance with respect to the Series 2026 Bonds, including the Policy premium, if any. The issuance of Bonds pursuant to the Resolution was validated by the Circuit Court of the Seventeenth Judicial Circuit, in and for Broward County, pursuant to a Final Judgment entered on March 23, 2015. The appeal period for such Final

Judgment expired on April 23, 2015, without an appeal having been filed. See "ESTIMATED SOURCES AND USES OF FUNDS" and "THE EDUCATIONAL FACILITIES PLAN" herein.

PLAN OF REFUNDING

The Refunded Bonds will be called for redemption on **[**April 30, 2026**]** (the "Redemption Date") at a redemption price equal to 100% of the par amount of the Refunded Bonds, plus accrued interest to the redemption date. Simultaneously with the delivery of the Series 2026 Bonds, the School Board will deposit a portion of the proceeds of the Series 2026 Bonds in an escrow fund with U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as escrow agent (the "Escrow Agent") pursuant to a Series 2015 Escrow Deposit Agreement (the "Escrow Deposit Agreement") to be applied to the purchase of certain United States Treasury Obligations (the "Escrow Securities"), which together with interest earnings thereon and a cash deposit therein, will be sufficient to pay the principal of, and interest on, the Refunded Bonds to the Redemption Date. Co-Bond Counsel will render their opinion to the effect that, assuming the deposit and application of such proceeds in accordance with the terms of the Escrow Deposit Agreement provision having been made for the payment of the Refunded Bonds, the Refunded Bonds will be deemed to be paid and will no longer be outstanding under the Resolution. Such opinions will be rendered in reliance upon the verification report of _____, _____, _____, independent certified public accountants described under the heading "VERIFICATION OF MATHEMATICAL COMPUTATIONS" herein.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

The accuracy of the arithmetic computations showing the adequacy of the maturing principal of and interest on the Escrow Securities to be acquired with a portion of the proceeds of the Series 2026 Bonds**[**,together with other legally available funds for such purpose,**]** to pay the principal of, and interest on, the Refunded Bonds, as described under "PLAN OF REFUNDING" above and the yields on the Series 2026 Bonds and the Escrow Securities have been verified by _____, _____, _____.

DESCRIPTION OF THE SERIES 2026 BONDS

General

The Series 2026 Bonds will be dated the date of delivery, will mature in the years and principal amounts and accrue interest at the interest rates set forth on the inside cover page of this Official Statement. Interest on the Series 2026 Bonds is payable semi-annually on each July 1 and January 1, commencing **[**July 1, 2026**]** (each an "Interest Payment Date") until maturity or earlier redemption. The Series 2026 Bonds will initially be issued exclusively in "book-entry" form and ownership of one fully registered bond certificate for each maturity as set forth on the inside cover page, each in the aggregate principal amount of such maturity, will be initially registered in the name of "Cede & Co." as nominee of DTC. The principal of and interest on the Series 2026 Bonds are payable in the manner set forth under " - Book-Entry Only System" herein. Individual purchases of the Series 2026 Bonds will be made in increments of $5,000 or integral multiples thereof.

Redemption Provisions

Optional Redemption. The Series 2026 Bonds maturing on and after July 1, 20__ are subject to optional redemption prior to maturity by the District, in whole or in part on any date on or after July 1, 20__, and if in part, in such principal amount as the District shall select and by lot within a maturity, at a redemption price equal to the principal amount of the Series 2026 Bonds to be redeemed plus accrued interest to the date of redemption.

Notice of Redemption

Notice of redemption will be given by deposit in the U.S. mail, of a copy of a redemption notice, first class and postage prepaid, at least 30 and not more than 60 days before the redemption date to all registered owners of the Series 2026 Bonds or portions of the Series 2026 Bonds to be redeemed at their addresses as they appear on the registration books to be maintained in accordance with the provisions of the Resolution. Failure to mail any such notice to a registered owner of a Series 2026 Bond, or any defect in such notice, will not affect the validity of the proceedings for redemption of any Series 2026 Bond or portion of any Series 2026 Bond with respect to which no failure or defect occurred. Any notice mailed as provided in the Resolution will be conclusively presumed to have been duly given, whether or not the owner of such Series 2026 Bond receives such notice.

Each redemption notice will set forth the date fixed for redemption, the rate of interest borne by each Series 2026 Bond being redeemed, the name and address of the Registrar and Paying Agent, the redemption price to be paid, if less than all of the Series 2026 Bonds then Outstanding will be called for redemption, the distinctive numbers and letters, including CUSIP numbers, if any, of such Series 2026 Bonds to be redeemed and, in the case of Series 2026 Bonds to be redeemed in part only, the portion of the principal amount to be redeemed. If any Series 2026 Bond is to be redeemed in part only, the notice of redemption which relates to such Series 2026 Bond will also state that on or after the redemption date, upon surrender of such Series 2026 Bond, a new Series 2026 Bond or Series 2026 Bonds in a principal amount equal to the unredeemed portion of such Series 2026 Bond will be issued. Notwithstanding any other provision of the Resolution, notice of optional redemption pursuant to the Resolution may be conditioned upon the occurrence or non-occurrence of such event or events as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

Selection of Series 2026 Bonds to be Redeemed

The Series 2026 Bonds shall be redeemed only in the principal amount of $5,000 each and integral multiples thereof. For purposes of any redemption of less than all of the Series 2026 Bonds then Outstanding of a single maturity, the particular Series 2026 Bonds or portions of Series 2026 Bonds to be redeemed shall be selected not more than thirty-five (35) days prior to the redemption date by the Registrar, from the Outstanding Series 2026 Bonds of the maturity or maturities designated by the District by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of the Series 2026 Bonds or portions of the Series 2026 Bonds in principal amounts of $5,000 and integral multiples thereof.

Effect of Calling Series 2026 Bonds for Redemption

The Series 2026 Bonds or portions of Series 2026 Bonds called for redemption shall, on the redemption date designated in the redemption notice, be due and payable at the redemption price provided for in such notice. On the redemption date, provided moneys are on deposit with the Paying Agent, interest on the Series 2026 Bonds or portions of the Series 2026 Bonds called for redemption shall cease to accrue,

such Series 2026 Bonds or portions of Series 2026 Bonds shall cease to be entitled to any lien, benefit or security under the Resolution and shall be deemed paid and the registered owners of such Series 2026 Bonds or portions of Series 2026 Bonds shall have no further rights except to receive payment of the redemption price and to receive Series 2026 Bonds for any unredeemed portions of the Series 2026 Bonds as provided in the Resolution.

DTC Procedures Relating to Partial Redemptions

Investors should note that while DTC is the registered owner of the Series 2026 Bonds, partial redemptions of the Series 2026 Bonds will be determined in accordance with DTC's procedures. The District intends that redemption allocations made by DTC, the DTC Participants or such other intermediaries that may exist between the District and the Beneficial Owners of the Series 2026 Bonds be made in accordance with the method of selection of Series 2026 Bonds for a partial redemption described above. However, the selection of the Series 2026 Bonds for redemption in DTC's book-entry only system is subject to DTC's practices and procedures as in effect at the time of any such partial redemption. The District can provide no assurance that DTC or the DTC Participants or any other intermediaries will allocate redemptions among Beneficial Owners in accordance with the method of selection of Series 2026 Bonds for a partial redemption described above.

Book-Entry Only System

THE INFORMATION IN THIS SECTION CONCERNING DTC AND DTC'S BOOK-ENTRY ONLY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE DISTRICT BELIEVES TO BE RELIABLE, BUT THE DISTRICT TAKES NO RESPONSIBILITY FOR THE ACCURACY THEREOF.

DTC will act as securities depository for the Series 2026 Bonds. The Series 2026 Bonds will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of the Series 2026 Bonds and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has a Standard and Poor's rating of AA+. The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2026 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2026 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2026 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2026 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2026 Bonds, except in the event that use of the book-entry system for the Series 2026 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2026 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2026 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2026 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2026 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping an account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements made among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Redemption notices shall be sent to DTC. If less than all of the Series 2026 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2026 Bonds, as the case may be, to be redeemed. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2026 Bonds, such as defaults, and proposed amendments to the documents. For example, Beneficial Owners of Series 2026 Bonds may wish to ascertain that the nominee holding the Series 2026 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2026 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2026 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2026 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2026 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the District or the Registrar on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of

customers in bearer form or with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Registrar or the District, subject to any statutory and regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent for the Series 2026 Bonds. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of the Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2026 Bonds at any time by giving reasonable notice to the District. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2026 Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the book-entry transfers through DTC (or a successor securities depository). In that event, Series 2026 Bond certificates will be printed and delivered to DTC.

Payment of Series 2026 Bonds Upon Discontinuance of Book-Entry Only System

Upon discontinuance of the book-entry only system for the Series 2026 Bonds, the principal portion or redemption price of the Series 2026 Bonds will be payable at the designated corporate trust office of U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida (together with the Treasurer of the District, the "Co-Paying Agents"). Upon such discontinuance, interest on the Series 2026 Bonds will be payable by check or draft of the Co-Paying Agents, mailed to the registered owner at the address shown on the Series 2026 Bond register maintained by the Co-Paying Agents as of the 15th day of the month preceding the applicable Interest Payment Date (the "Record Date"). Such interest may be paid by wire transfer within the United States to registered owners of $1,000,000 or more in aggregate principal amount of Series 2026 Bonds, upon their written request received no later than the Record Date prior to an Interest Payment Date.

SECURITY FOR THE SERIES 2026 BONDS

General

The Series 2026 Bonds constitute general obligations of the District, the prompt payment of the principal of, premium, if any, and interest on which is secured by the full faith and credit and ad valorem taxing power of the District. Pursuant to the Act, there will be levied and collected upon all property within the District subject to taxation for such purpose, in each year while any of the Bonds remain outstanding, a direct tax sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same, respectively, become due and payable, and to provide for probable failures of collection of such tax in such year. Such tax will be levied and collected at the same time and in the same manner as ad valorem taxes levied for operating expenses of the District and will be in addition to all other taxes authorized to be levied by the District.

The proceeds of the tax to be levied to pay the principal of, premium, if any, and interest on the Bonds, when collected, shall be deposited in the Debt Service Fund. If the tax levy of the District, together with monies on deposit in the Debt Service Fund to make payments on the Bonds, shall ever be insufficient to make such payments when due, current funds of the District will be used to overcome such deficiency and reimbursement of such current funds shall be made out of subsequent taxes levied and collected by the District.

Whenever the School Board shall, in any year, have irrevocably deposited in the Debt Service Fund from which principal of and interest on the Bonds are payable any monies derived from sources other than the aforementioned property tax, said property tax may be correspondingly diminished, but any such diminution must leave available an amount of such taxes, after allowance for anticipated delinquencies in collection, which shall be fully sufficient, with such monies so deposited from other sources, to assure the prompt payment of principal of, premium, if any, and interest on the Bonds becoming due prior to the time that the proceeds of the next annual property tax levy will be available.

Debt Service Fund

Pursuant to the Master Resolution, there was created and established by the District a trust fund known as the "Debt Service Fund" and within such Fund a separate Account for each Series of Bonds issued pursuant to the Master Resolution, including an Account for the Series 2026 Bonds established pursuant to the Series 2026 Supplemental Resolution, which will be held and administered by the School Board solely for the purpose of paying the principal of, premium, if any, and interest on the Series 2026 Bonds as they become due, whether at maturity, or upon redemption or purchase for cancellation pursuant to the Resolution, or to reimburse the District for paying such amounts. In accordance with Sections 1011.04 and 1011.21, Florida Statutes, and the Resolution, in each year while any Bonds are outstanding, there shall be levied and collected a tax without limitation as to rate or amount on all taxable property within the District, sufficient in amount to pay the principal of, premium, if any, and interest on all such Bonds, together with Administration Expenses after deducting therefrom any other funds which may be available for such payments and which shall actually be so applied. The proceeds of such tax, other than amounts payable to the District as reimbursement for prior payments or amounts to be deposited in the Project Fund as reimbursement for amounts transferred in accordance with the Resolution (as described in the following paragraph) shall be deposited into the Debt Service Fund and used solely for the payment of such principal, premium, if any, and interest on the Bonds and Administration Expenses.

At the option of the School Board, an amount of Bond proceeds and/or investment earnings thereon not exceeding the amount of interest on the Bonds which will become due prior to the estimated receipt of sufficient proceeds of the first ad valorem tax to be levied after issuance of a Series of Bonds may be withdrawn from the related Series Account in the Project Fund and deposited in the related Series Account of the Debt Service Fund.

BOND INSURANCE OPTION

THE INFORMATION IN THIS SECTION CONCERNING THE POLICY AND **[**INSURER SHORT NAME**]** HAS BEEN OBTAINED FROM **[**INSURER SHORT NAME**]**. NONE OF THE DISTRICT OR THE UNDERWRITER TAKE RESPONSIBILITY FOR THE ACCURACY THEREOF.

All or a portion of the scheduled payment of the principal of and interest on the Series 2026 Bonds when due may be guaranteed under the Policy to be issued concurrently with the delivery of the Series 2026 Bonds by **[**INSURER SHORT NAME**]**. The District will make the determination whether to purchase a Policy to insure all or a portion of the Series 2026 Bonds, if any, at the time the Series 2026 Bonds are priced. See "BOND INSURANCE RISK FACTORS" herein.

[TO COME**]**

BOND INSURANCE RISK FACTORS

At pricing, the School Board will determine whether to provide for a Policy for all, a portion or none of the Series 2026 Bonds. If a Policy is purchased, the following are risk factors related to municipal bond insurance.

In the event of default of the scheduled payment of debt service on the Series 2026 Bonds, when all or some becomes due, the Paying Agent on behalf of owners of such Series 2026 Bonds will have a claim under the Policy for such payments. However, in the event of any acceleration of the Series 2026 Bonds resulting from default or otherwise, the payments are to be made in such amounts and at such times as such payments would have been due had there not been any such acceleration. The Policy will not insure prepayment premium, if any.

Under most circumstances, default of payment of the principal of and interest on the Series 2026 Bonds does not obligate extraordinary redemption of the obligations of the Insurer without appropriate consent. The Insurer may direct and must consent to any remedies and the Insurer's consent may be required in connection with amendments to any applicable Series 2026 Bond documents.

In the event the Insurer is unable to make payment of the principal of and interest on the Series 2026 Bonds as such payments become due under the Policy, such Series 2026 Bonds are payable solely from the moneys received pursuant to the Resolution. In the event the Insurer becomes obligated to make payments with respect to the Series 2026 Bonds, no assurance is given that such event will not adversely affect the market price of the Series 2026 Bonds or the marketability (liquidity) for the Series 2026 Bonds.

The long-term ratings on the Series 2026 Bonds are dependent in part on the financial strength of the Insurer and its claims paying ability. The Insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the Insurer and of the ratings on any Series 2026 Bonds insured by the Insurer will not be subject to downgrade and such event could adversely affect the market price of the Series 2026 Bonds or the marketability (liquidity) for the Series 2026 Bonds.

The obligations of the Insurer are unsecured obligations of the Insurer and in an event of default by the Insurer, the remedies available may be limited by applicable bankruptcy law or other similar laws related to insolvency. See "RATINGS" herein.

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ESTIMATED SOURCES AND USES OF FUNDS

The table that follows summarizes the estimated sources and uses of funds to be derived from the sale of the Series 2026 Bonds **[**and other available moneys of the District**]**.

SOURCES:	
Principal Amount of Bonds	$
Plus/Less: Net Bond Premium/Original Issue Discount	
[Plus: Other Legally Available Funds[(1)]**]**	
TOTAL SOURCES	$
USES:	
Deposit to Escrow Fund[(2)]	$
Costs of Issuance[(3)]	
TOTAL USES	$

(1) Represents moneys on deposit in certain of the funds and accounts for the benefit of the Refunded Bonds.

(2) To be applied to refund and defease the Refunded Bonds. See "PLAN OF REFUNDING" herein.

(3) Includes Underwriter' discount, legal, municipal advisory, Policy premium, if any, and other miscellaneous costs of issuance.

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DEBT SERVICE SCHEDULE

The annual payment requirements for the Series 2026 Bonds are shown on the following table:

July 1	Principal	Interest	Annual Debt Service
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
Total[(1)]			

[(1)] Totals may not add due to rounding.

[Remainder of page intentionally left blank]

AGGREGATE DEBT SERVICE SCHEDULE

The annual payment requirements for the Series 2026 Bonds and the District's other outstanding General Obligation Bonds[(1)] are shown on the following table:

July 1	Series 2026 Bonds	Other General Obligation Bonds[(1)]	Total Annual Debt Service
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
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2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
Total[(2)]			

(1) Consists of the District's Series 2019 Bonds, the Series 2021 Bonds, the Series 2022 Bonds and the Series 2025 Bonds. **[**Assumes the refunding of all of the Series 2015 Bonds.**]** See "PLAN OF REFUNDING" herein.

(2) Totals may not add due to rounding.

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AD VALOREM TAX PROCEDURES

The following information is provided in view of the fact that the security for the Bonds is derived exclusively from ad valorem taxation.

Property Assessment and County Property Appraiser

General. Ad valorem taxes may be levied only by counties, school districts, municipalities, and certain special districts (railroad properties are centrally assessed at the State level). No State ad valorem taxes shall be levied upon real estate or tangible personal property. State law requires that all ad valorem taxation be assessed at a uniform rate within each taxing unit and, with certain exceptions, that real and personal property subject to ad valorem taxation be assessed at 100% of its just value. See "– Limitation on Increase in Assessed Value of Property" below. The following property is generally subject to taxation in the manner provided by law: (a) all real and personal property in the State and all personal property belonging to persons residing in the State; and (b) all leasehold interests in property of the United States, of the State, or any political subdivision, municipality, agency, authority, or other public body corporate of the State. Pursuant to the Constitution of the State of Florida and State law, certain of such property may be exempt from ad valorem taxation. See "– Exemptions from Ad Valorem Taxation" below.

Determination of Property Valuation. The Property Appraiser of the County (the "Property Appraiser") determines property valuation on real and tangible personal property subject to ad valorem taxation as of January 1 of each year. By July 1 of each year, the Property Appraiser notifies the County, the School Board, each municipality within the County, and each other legally constituted special taxing district within the County as to its just valuation, the legal adjustments and exemptions, and the taxable valuation. The taxable valuation is then used by each taxing body to calculate its ad valorem millage for the budget year. See "– Limitation on Increase in Assessed Value of Property" and "– Millage Set by Local Governing Body" below for limitations on increases in assessed value of property.

Limitation on Increase in Assessed Value of Property. The Constitution of the State of Florida limits the increases in assessed value of homestead property to the lower of (a) 3% of the assessment for the prior year or (b) the percentage change in the Consumer Price Index for all urban consumers, U.S. City Average, all items 1967=100, or successor reports for the preceding calendar year as initially reported by the United States Department of Labor, Bureau of Labor Statistics. The accumulated difference between the assessed value and the just (market) value is known as the "Save Our Homes Benefit." Further, upon any change of ownership of homestead property or termination of homestead status such property shall be reassessed at just value as of January 1 of the year following the year of sale or change of status; new homestead property shall be assessed at just value as of January 1 of the year following the establishment of the homestead; and changes, additions, reductions or improvements to the homestead shall initially be assessed as provided for by general law.

Owners of homestead property may transfer up to $500,000 of their Save Our Homes Benefit to a new homestead property purchased within three years of the sale of their previous homestead property to which such benefit applied if the just value of the new homestead is greater than or is equal to the just value of the prior homestead. If the just value of the new homestead is less than the just value of the prior homestead, then owners of homestead property may transfer a proportional amount of their Save Our Homes Benefit, such proportional amount equaling the just value of the new homestead divided by the just value of the prior homestead multiplied by the assessed value of the prior homestead.

For all levies other than school district levies, assessment increases for specified non-homestead real property may not exceed 10% of the assessment for the prior year. See also "- Legislation Relating to Ad Valorem Taxation – Recent Amendments Relating to Ad Valorem Taxation" below.

Preparation of Tax Roll. The Property Appraiser applies the final certified millage of each taxing body to the assessed valuation on each item of real and tangible personal property, and prepares the final tax roll which is certified to the Tax Collector of the County (the "Tax Collector") by October 1. This permits the printing of tax bills for delivery on November 1 of each year. The tax bills contain all of the overlapping and underlying millages set by the various taxing bodies. All ad valorem taxes are collected by the Tax Collector and distributed to the various taxing bodies. See "– Tax Collection and Distribution by County Tax Collector" below.

Appealing Property Valuation. Concurrently with notification to the various taxing bodies, the Property Appraiser notifies each property owner of the proposed valuation and the proposed millage on his or her property. If the individual property owner believes that his or her property has not been appraised at just value, the owner may (a) request an informal conference with the Property Appraiser to resolve the issue, (b) file a petition with the clerk of the County value adjustment board (the "Adjustment Board"), or (c) appeal to the Circuit Court within 60 days of the certification for collection of the tax roll or within 60 days of the issuance of a final decision by the Adjustment Board. A petition to the Adjustment Board must be signed by the taxpayer or be accompanied at the time of filing by the taxpayer's written authorization for representation by a qualified person. Property owners appealing the assessed value or assigned classification of their property must make a required partial payment of taxes (generally equal to 75% of the ad valorem taxes due, less the applicable statutory discount, if any) with respect to the properties that will have a petition pending on or after the delinquency date (normally April 1). A property owner's failure to make the required partial payment before the delinquency date will result in the denial of the property owner's petition. A taxpayer receives notice of the hearing and is required to provide the Property Appraiser with a list of evidence, copies of documentation, and summaries of testimony prior to the hearing before the Adjustment Board. The Adjustment Board holds public hearings on such petitions and may make adjustments to the valuations made by the Property Appraiser if such valuations are found not to be fair and at market value. The Adjustment Board must complete all required hearings and certify its decision with regard to all petitions and certify to the Property Appraiser the valuation to be used by June 1 following the tax year in which the assessments were made. The June 1 requirement shall be extended until December 1 in each year in which the number of petitions filed with the Adjustment Board increased by more than 10% over the previous year. These changes are then made to the final tax roll.

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Assessed Value of Taxable Property

The following table sets forth the assessed value of taxable property in the District for the last nine fiscal years and the current fiscal year:

The School District of Broward County, Florida
Net Assessed Value of Taxable Property
Ten Fiscal Years Ending June 30, 2026
(in Thousands)

Fiscal Year Ended June 30	Assessed Value[1]		Exemptions[2]		Net Assessed Value
	Real Property	Personal Property	Real Property	Personal Property	
2017	$234,894,131	$8,503,953	$63,484,062	$1,110,211	$178,803,811
2018	252,239,719	9,991,198	67,697,864	1,061,203	193,471,850
2019	268,239,664	10,175,940	72,044,414	1,063,791	205,307,399
2020	283,724,241	10,086,594	75,599,006	1,076,390	217,135,439
2021	294,127,444	10,199,667	76,566,842	1,046,235	226,714,034
2022	309,786,042	10,105,735	81,574,323	1,036,050	237,281,404
2023	362,364,002	10,620,292	104,296,953	1,141,485	267,545,856
2024	422,074,877	12,049,193	130,618,403	1,147,241	302,358,426
2025	458,145,715	12,290,929	142,097,981	1,139,929	327,198,734
2026	N/A	N/A	N/A	N/A	347,159,915[3]

N/A = Not Available.

(1) The basis of assessed value is approximately 100% of actual value.

(2) Exemptions allowed by Chapter 196, Florida Statutes.

(3) Based on preliminary July 1, 2025 valuation of the Property Appraiser prior to adjustment on appeal from taxpayers. See "-Appealing Property Valuation" above.

Source: Annual Comprehensive Financial Report of The School Board of Broward County, Florida for the Fiscal Year Ended June 30, 2025, citing Broward County Property Appraiser; District Adopted Budget for the Fiscal Year ending June 30, 2026.

Millage Set by Local Governing Body

General. The Constitution of the State of Florida provides that ad valorem taxes shall not be levied in excess of the following millages upon the assessed value of real estate and tangible personal property: for all county purposes, ten mills; for all municipal purposes, ten mills; for all school purposes, ten mills; for water management purposes for the northwest portion of the state lying west of the line between ranges two and three east, 0.05 mill; for water management purposes for the remaining portions of the state, 1.0 mill; and for all other special districts a millage authorized by law approved by voters. With respect to schools, the millage limitation does not apply to taxes approved at referendum by qualified electors in the County for general obligation bonds and certain other short-term, voter approved levies.

As described above, the Property Appraiser is required to certify to each taxing authority the aggregate taxable value of all non-exempt property within the jurisdiction of the taxing authority, as well as the prior year's tax revenues, for use in connection with the determination of the forthcoming budget and millage levy. The form on which such certification is made by the Property Appraiser is required to include instructions to each taxing authority describing the proper method of computing a millage rate, which, exclusive of new construction, additions to structures, deletions and property added due to geographic boundary changes, will provide the same ad valorem tax revenues for each taxing authority as was levied during the prior fiscal year. See "Millage Rollback Legislation" below.

Each respective millage rate, except as limited by law, is set on the basis of estimates of revenue needs and the total taxable property valuation within the taxing authority's respective jurisdiction. Ad valorem taxes are not levied in excess of actual budget requirements. State law requires the Board to adopt and maintain a balanced tentative budget and a balanced final budget, in which anticipated revenues less certain required deductions combined with beginning fund balances equal appropriations. The Board is required to advertise its intent to adopt a tentative budget, including a capital outlay budget, within 29 days following receipt from the Property Appraiser of the preliminary certification of taxable value. The Board holds a public hearing on the tentative budget and the proposed tax rates within five days of its advertisement, and officially adopts the tentative budget and tax rates at the hearing. Thereafter, the Property Appraiser prepares tax millage notices for property owners within the District. The final budget and tax rate are fixed in September of each year, following a final public hearing and in accordance with statutory timelines. The Superintendent is responsible for preparing the preliminary and tentative budgets for recommendation to the School Board. Generally, the final budget is substantially the same as the tentative budget since the School Board's hiring plans and materials purchases have been determined before the final Budget is adopted. The School Board adopted the final budget for Fiscal Year 2025-26 on September 9, 2025.

Millage Rollback Legislation. In 2007, the Florida Legislature adopted a property tax plan that significantly impacted ad valorem tax collections for State local governments (the "Millage Rollback Legislation"). One component of the Millage Rollback Legislation required counties, cities, and special districts to rollback their millage rates for the Fiscal Year 2007-08 to a level that, with certain adjustments and exceptions, would generate the same level of ad valorem tax revenue as in Fiscal Year 2006-07; provided, however, depending upon the relative growth of each local government's own ad valorem tax revenues from 2001 to 2006, such rolled back millage rates were determined after first reducing 2006-07 ad valorem tax revenues by 0% to 9%. In addition, the Rollback Legislation also limited how much the aggregate amount of ad valorem tax revenues may increase in future fiscal years. A local government may override certain portions of these requirements by a supermajority, and for certain requirements, a unanimous vote of its governing body. School districts are not required to comply with the particular provisions of the Millage Rollback Legislation relating to limitations on increases in future years.

District Millage Rates. The Florida Constitution limits the non-voted millage rate that school boards may levy on an annual basis for school purposes to 10 mills ($10 per $1,000 of taxable real and personal property value). The millage limitation does not apply to taxes approved at referendum by qualified electors in the County for general obligation bonds and certain other short-term, voter approved levies. Each respective millage rate, except as limited by law, is set on the basis of estimates of revenue needs and the total taxable property values within the taxing authority's respective jurisdiction. Revenues derived from ad valorem property taxes are budgeted, as required by Florida law, on the application of millage levies to 96% of the non-exempt assessed valuation of property in the County. Ad valorem taxes are not levied in excess of actual budget requirements.

Chapter 1011, Florida Statutes, further limits the non-voted millage levy for operational purposes to an amount established each year by the State appropriations act and finally certified by the Commissioner of the State of Florida Department of Education. Within this operational limit, each school district desiring to participate in the State's allocation of Florida Education Finance Program ("FEFP") funds for current operations must levy a non-voted millage rate that is determined annually by the State Legislature and certified by the Commissioner of the State Department of Education and is referred to herein as the "Required Local Effort." For the Fiscal Year ending June 30, 2026, the District's Required Local Effort millage is 3.072 mills, inclusive of a Prior Period Funding Adjustment Millage of 0.019 mills as required by Section 1011.62(4)(e), Florida Statutes. Such Prior Period millage is levied when the preliminary taxable value for the prior year is greater than the final taxable value for such year, thereby resulting in lower than expected revenues from the required local effort millage.

In addition to the "Required Local Effort," school districts are entitled to levy an additional non-voted current operating "discretionary millage" not to exceed an amount established annually by the Legislature and up to 1.5 mills for capital outlay and maintenance of school facilities. However, the District may levy up to 0.25 mills for capital outlay and maintenance of school facilities in lieu of operating discretionary millage. For Fiscal Year ended June 30, 2026, the District's discretionary operating millage is 0.748 mills. The District did not levy any capital outlay discretionary millage for the Fiscal Year ending June 30, 2026. See "AD VALOREM TAX PROCEDURES - Millage Set by Local Governing Body" herein.

The District, pursuant to authority granted in Section 1011.71(9), Florida Statutes, sought voter approval for the levy of an additional 0.50 mills for operating purposes for a period of four years, commencing with Fiscal Year 2019-20. The voters approved such levy at a special election held on August 28, 2018. The District sought and received voter approval for an increase of such levy from 0.50 mills to 1.0 mills for four additional years at the November 2022 general election. Such increased levy commenced in Fiscal Year 2023-24 and revenues received from such levy must be shared, on a proportionate basis, with charter schools in the District. See " – Millage Set by Local Governing Body" below. See also, "LITIGATION" herein for information regarding a recently settled dispute with charter schools in the District relating to the sharing of revenues from the initial levy of this millage from Fiscal Years 2019-20 to 2022-23. In addition, the District is levying 0.1645 mills for debt service on the currently Outstanding Bonds and the aforementioned 1.00 mills approved by the voters.

In addition to the millage levies for operating purposes, pursuant to Section 1011.71, Florida Statutes, school boards may levy an additional non-voted millage known as the "Capital Improvement Tax" for capital outlay and maintenance purposes of up to 1.50 mills. If the revenues generated from the Capital Improvement Tax are insufficient to make payments under a lease-purchase agreement entered into prior to June 30, 2008, an amount equal to the revenue generated from 0.50 mills of the operating millage levy may be used to make such lease payments. If the revenue from the 1.5 mills is insufficient to make payments due under a lease purchase agreement entered into prior to June 30, 2009, or to meet other critical school district fixed capital outlay needs, a school board may levy up to an additional 0.25 mills of Capital Improvement Tax in addition to the 1.5 mills, in lieu of levying an equivalent amount of the discretionary mills for operations. Prior to July 1, 2012, payment from the Capital Improvement Tax for lease-purchase agreements for educational facilities and sites were not permitted to exceed three-fourths of the proceeds of the Capital Improvement Tax. However, effective July 1, 2012, the 75% limitation on the use of Capital Improvement Tax revenues for lease-purchase agreements originally entered into prior to June 30, 2009 was waived. See also, "RECENT GOVERNMENTAL ACTIONS AND OTHER EVENTS AFFECTING DISTRICT REVENUES - Distribution of Capital Outlay Funds to Charter Schools" for information regarding legislation requiring school districts to share Capital Improvement Tax revenues with charter schools in such school districts. These taxes are not pledged as security for, or available for payment of, the Series 2026 Bonds. The total millage for the 2025-2026 Fiscal Year is 6.4845 mills, including 0.1645 mills for debt service.

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The following table contains the tax millage rates of the District for the Fiscal Years shown below:

School District of Broward County, Florida
Tax Millage Rates

	2021-22	2022-23	2023-24	2024-25	2025-26
General Fund:					
Required Local Effort[(1)]	3.6660	3.2030	3.1780	3.0630	3.0720
Discretionary Operating	0.7480	0.7480	0.7480	0.7480	0.7480
Voter Approved[(2)]	0.5000	0.5000	1.0000	1.0000	1.0000
Sub Total	4.9140	4.4510	4.9260	4.8110	4.8200
Debt Service[(3)]	0.1441	0.1873	0.1896	0.1545	0.1645
Capital Improvement	1.5000	1.5000	1.5000	1.5000	1.5000
Total	6.5581	6.1383	6.6156	6.4655	6.4845

Source: The District.
(1) Inclusive of Prior Period Funding Adjustment Millage, if any.
(2) Levied for operating purposes pursuant to Section 1011.71(9), Florida Statutes. See " - District Millage Rates" above.
(3) Levied to pay debt service on voter approved Bonds issued pursuant to the Resolution. See "THE SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA – Indebtedness" herein.

Tax Collection and Distribution by Tax Collector

General. All real and tangible personal property taxes are based on assessed values as certified and delivered to the Tax Collector by the Property Appraiser as described above. The Tax Collector mails to each property owner on the tax roll a tax bill for the taxes levied by the various taxing authorities in the County. Taxes may be paid upon receipt of such bill with discounts at the rate of 4% if paid in the month of November, 3% if paid in the month of December, 2% if paid in the month of January, and 1% if paid in the month of February. Taxes paid during the month of March are without discount. Because of the discount in ad valorem taxes for payments made prior to March 1, taxes collected will likely never be 100% of the tax levy.

The Tax Collector is required to distribute the taxes collected to each governmental unit levying the tax. Such distribution is to be made four times during the first two months after the tax roll comes into its possession, and once per month thereafter.

Delinquent Taxes. All unpaid taxes on real and tangible property become delinquent on April 1 of the year following the year in which the taxes were levied. Delinquent real property taxes bear interest at the rate of 18% per year from April 1 until paid, or until payment is no longer required or until a tax certificate is sold at auction (from which time the interest rate shall be as bid by the buyer of the tax certificate). Delinquent tangible personal property taxes also bear interest at the rate of 18% per year from April 1 until paid. Delinquent personal property taxes must be advertised within 45 days after delinquency, and after May 1, the property is subject to warrant, levy, seizure and sale.

Tax Certificates and Tax Deeds. On or before June 1 or the 60th day after the date of delinquency, whichever is later, the Tax Collector must advertise once each week for three weeks and must sell tax certificates on all real property that is the subject of delinquent taxes. The tax certificates are sold to those bidding the lowest interest rate. Such certificates include the amount of delinquent taxes, the penalty interest accrued thereon and the cost of advertising. Delinquent tax certificates not sold at auction become the property of the County. State law provides that real property tax liens are superior to all other liens, except prior Internal Revenue Service liens.

To redeem a tax certificate, the owner of the property must pay all delinquent taxes, the penalty interest that accrued prior to the date of the sale of the tax certificate, charges incurred in connection with the sale of the tax certificate, omitted taxes, if any, and interest at the rate shown on the tax certificate (or interest at the rate of 5%, whichever is higher) from the date of the sale of the tax certificate to the date of redemption. If such tax certificates or liens are not redeemed by the property owner within two years, the holder of the tax certificates can cause the property to be sold to pay off the outstanding certificates and the interest thereon.

At any time after two years have elapsed since April 1 of the year of the issuance of a tax certificate and before the expiration of seven years, the holder of the tax certificate may apply for a tax deed with respect to any tax certificate it holds. Two years after such April 1, the County may make application for a tax deed with respect to any tax certificate it holds. Upon receipt of such applications, a public sale is advertised and held (unless the property is redeemed), and the highest bidder at such sale receives a tax deed for the property. Provisions are also made for the collection of delinquent tangible personal property taxes, but in a different manner, which includes the possible seizure of the tangible personal property.

Exemptions from Ad Valorem Taxation

General. State law provides for numerous exemptions and limitations on ad valorem taxation of real property and tangible personal property. Real property used for the following purposes is generally exempt from ad valorem taxation: religious, educational, literary, charitable, scientific, and governmental uses. Certain additional exemptions and limitations are described below. This description does not purport to describe all exemptions available to property owners in the State, and reference is made to the Constitution of the State of Florida and Chapter 196, Florida Statutes, for a full description of such exemptions. In addition, State law allows for, but does not mandate, the imposition of some exemptions by local governments by ordinance. Certain recent amendments to existing provisions relating to ad valorem tax exemptions are described under "Legislation Relating to Ad Valorem Taxation – Recent Amendments Relating to Ad Valorem Taxation."

Constitutional Exemptions. The Constitution of the State of Florida provides for the following exemptions from ad valorem taxation:

Exempt Entities/Exempt Purposes. The Constitution of the State of Florida provides that all property owned by a municipality and used exclusively by it for municipal or public purposes shall be exempt from taxation. A municipality, owning property outside the municipality, may be required by general law to make payment to the taxing unit in which the property is located. Such portions of property as are used predominantly for educational, literary, scientific, religious or charitable purposes (exempt purposes) may be exempted by general law from taxation. State law provides that all property owned by an exempt entity, including educational institutions, and used exclusively for exempt purposes shall be totally exempt from ad valorem taxation and all property owned by an exempt entity, including educational institutions, and used predominantly for exempt purposes (at least 50%) shall be exempted from ad valorem taxation to the extent of the ratio that such predominant use bears to the nonexempt use.

Household Goods and Personal Effects. The Constitution of the State of Florida provides that there shall be exempt from taxation, cumulatively, to every head of a family residing in the State, household goods and personal effects to the value fixed by general law, not less than $1,000 and to every widow or widower or person who is blind or totally and permanently disabled, property to the value fixed by general law not less than $500. State law exempts from taxation to every person residing and making his or her permanent home in the State, all household goods and personal effects and exempt property up to the value of $500 of every widow, widower, blind person, or totally and permanently disabled person who is a resident of the State.

Tangible Personal Property and Renewable Energy Devices. The Constitution of the State of Florida provides that by general law and subject to conditions specified therein, $25,000 of the assessed value of property subject to tangible personal property tax shall be exempt from ad valorem taxation. Effective January 1, 2018 through December 31, 2037, the assessed value of solar devices or renewable energy source devices subject to tangible personal property tax may be exempt from ad valorem taxation, subject to limitations provided by general law.

Property Dedicated in Perpetuity for Conservation. The Constitution of the State of Florida provides that there shall be granted an ad valorem tax exemption for certain real property dedicated in perpetuity for conservation purposes, including real property encumbered by perpetual conservation easements or by other perpetual conservation protections, as defined by general law.

Homestead Exemption. The Constitution of the State of Florida provides for a homestead exemption. Every person who has the legal title or beneficial title in equity to real property in the State and who resides thereon and in good faith makes the same his or her permanent residence or the permanent residence of others legally or naturally dependent upon such person is eligible to receive a homestead exemption of up to $50,000. The first $25,000 applies to all property taxes, including school district taxes. The additional exemption, up to $25,000, applicable to the assessed value of the property between $50,000 and $75,000, applies to all levies other than school district levies. A person who is receiving or claiming the benefit of an ad valorem tax exemption or a tax credit in another state where permanent residency, or residency of another legally or naturally dependent upon the owner, is required as a basis for the granting of that ad valorem tax exemption or tax credit is not entitled to the homestead exemption.

In addition to the general homestead exemption described above, the following additional homestead exemptions are authorized by State law.

Certain Active Duty Military and Veterans. A military veteran who was honorably discharged, is a resident of the State, and who is disabled to a degree of 10% or more because of injury or while serving during wartime may be entitled to a $5,000 reduction in the assessed value of his or her property. This exemption is not limited to homestead property. Under certain circumstances, the veteran's surviving spouse may be entitled to carry over these exemptions.

Permanently and Totally Disabled Veterans. A military veteran who is a resident of the State and was honorably discharged with a service-related total and permanent disability may be eligible for a total exemption from taxes on property they own and use as their homesteads. A similar exemption is available to disabled veterans confined to wheelchairs. Under certain circumstances, the veteran's surviving spouse may be entitled to carry over these exemptions.

Discounts for Disabled Veterans. Each veteran who is age 65 or older and is partially or totally permanently disabled may receive a discount on the assessed value of the property that the veteran owns and uses as a homestead. The discount is a percentage equal to the percentage of the veteran's permanent, service-connected disability as determined by the United States Department of Veteran's Affairs.

Deployed Military Personnel. Each person who receives a homestead exemption; who was a member of the United States military or military reserves, the United States Coast Guard or its reserves, or the Florida National Guard; and who was deployed during the preceding calendar year on active duty outside the continental United States, Alaska, or Hawaii in support of military operations designated by the Florida Legislature shall receive an additional exemption equal to a percentage of the taxable value of his or her homestead property. The applicable percentage shall be calculated as the number of days during the preceding calendar year the person was deployed on active duty outside the continental United States,

Alaska, or Hawaii in support of military operations designated by the Legislature divided by the number of days in that year.

Exemption for Disabled First Responders. First responders who are totally and permanently disabled as a result of injuries sustained in the line of duty receive ad valorem tax relief on their homestead property. The amount of tax relief, to be defined by general law, can equal the total amount or a portion of the ad valorem tax otherwise owed on the homestead property. Florida defines first responders as law enforcement officers, correctional officers, firefighters, emergency medical technicians and paramedics.

Surviving Spouses of First Responders. Any real estate that is owned and used as a homestead by the surviving spouse of a first responder (law enforcement officer, correctional officer, firefighter, emergency medical technician or paramedic), who died in the line of duty may be granted a total exemption on homestead property if the first responder and his or her surviving spouse were permanent residents of the State on January 1 of the year in which the first responder died.

Certain Totally and Permanently Disabled Persons. Any real estate used and owned as a homestead by a quadriplegic, less any portion used for commercial purposes, is exempt from all ad valorem taxation. Real estate used and owned as a homestead by a paraplegic, hemiplegic, or other totally and permanently disabled person, who must use a wheelchair for mobility or who is legally blind, is exempt from taxation if the gross household income is below statutory limits.

Other Exemptions. Other exemptions include, but are not limited to, nonprofit homes for the aged (subject to income limits for residents), proprietary continuing care facilities, not for profit sewer water/waste water systems, certain hospital facilities and nursing homes for special services, charter schools, certain historic property used for commercial purposes, and certain tangible personal property.

Legislation Relating to Ad Valorem Taxation

Recent Amendments Relating to Ad Valorem Taxation. In recent legislative sessions, several legislative proposals and proposed constitutional amendments were passed (and approved by voters in the case of constitutional amendments) affecting ad valorem taxation, including classification of agricultural lands during periods of eradication or quarantine, deleting requirements that conservation easements be renewed annually, providing that just value of real property shall be determined in the first tax year for income restricted persons age 65 or older who have maintained such property as their permanent residence for at least 25 years, authorizing a first responder who is totally and permanently disabled as a result of injuries sustained in the line of duty to receive relief from ad valorem taxes assessed on homestead property, revising procedures with respect to assessments, hearings and notifications by the value adjustment board, and revising the interest rate on unpaid ad valorem taxes.

Future Amendments Relating to Ad Valorem Taxation. Historically, various legislative proposals and constitutional amendments relating to ad valorem taxation have been introduced in each session of the Florida Legislature. Many of these proposals have provided for new or increased exemptions to ad valorem taxation and limited increases in assessed valuation of certain types of property or otherwise restricted the ability of local governments in the State to levy ad valorem taxes at current levels. There can be no assurance that similar or additional legislative or other proposals will not be introduced or enacted in the current 2025 legislative session or in the future that would have a material adverse effect upon the collection of ad valorem taxes by the District, the District's finances in general or the District's ad valorem taxing power.

[Select Committee on Property Taxes. On April 29, 2025, the Speaker of the Florida House of Representatives announced the creation of the Select Committee on Property Taxes (the "Select Committee") to consider various property tax reforms in the State. On May 2, 2025, the Select Committee

convened for its first meeting to discuss five proposals regarding providing property tax relief, including (i) eliminating foreclosures on homestead properties due to property tax liens, (ii) requiring a referendum on eliminating property taxes on homestead properties, (iii) creating a $500,000 homestead exemption for non-school property taxes, which would increase to $1 million for residents age 65 and older or those who have had a homestead in the State for 30 years or more, (iv) authorizing the legislature to increase the homestead exemption to any value by general law, and (v) changing the caps on annual increases for homestead property. The Select Committee has held subsequent meetings since May, but has not formally recommended any proposals regarding property tax relief. Recommendations from the Select Committee are expected to be considered during the 2026 regular Florida legislative session and, if enacted, placed on the November 26 general election ballot, where they would need to be approved by 60% of the voters. Various bills seeking to reduce or eliminate property taxes have been filed in advance of the 2026 regular session of the Florida Legislature, which commenced in January 2026. While the majority of the pre-filed bills do not seek to reduce or eliminate school district property taxes and only apply to non-school district levies, certain of the other pre-filed bills would apply to school district levies. Notwithstanding the foregoing, there can be no assurance that any such proposals, or similar or additional proposals, will not be introduced or enacted by the legislature or approved by the electors, if applicable, in the future that would or might apply to, or may have a material adverse effect upon, the District's finances in general or the District's ad valorem taxing power and the amount of ad valorem tax revenues collected by the District. However, the District does not expect any such proposals to impair its ability to pay the Series 2026 Bonds, which are secured by the full faith, credit and taxing power of the District. See "SECURITY FOR THE SERIES 2026 BONDS" herein.**]**

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Ad Valorem Tax Levies and Collections

The following table sets forth the amounts billed and the percent collected for ad valorem property taxes levied by the District:

School District of Broward County, Florida
Property Tax Levies and Collections
(in Thousands)

Fiscal Year Ended June 30	Total Tax Levy	Less Adjustments		Net Tax Levy	Total Tax Collections	Percent of Total Tax Collections to Property Taxes Levied
		Deductions[1]	Discounts[2]			
2016	$1,197,902	$7,644	$41,445	$1,148,144	$1,149,777	95.98%
2017	1,234,873	8,307	42,922	1,182,717	1,185,546	96.01
2018	1,265,190	12,734	44,124	1,206,362	1,207,754	95.46
2019	1,314,563	12,076	45,364	1,254,219	1,255,567	95.51
2020	1,463,341	14,569	50,746	1,398,026	1,393,995	95.26
2021	1,474,820	11,398	51,707	1,411,715	1,411,125	95.68
2022	1,533,336	12,250	55,084	1,466,002	1,467,474	95.70
2023	1,642,276	11,788	58,394	1,572,094	1,570,453	95.63
2024	2,000,283	13,978	70,643	1,915,662	1,916,949	95.83
2025	2,115,503	17,943	74,173	2,023,387	2,023,934	95.67

[1] Deductions reflecting adjustments by Adjustment Board. See "Property Assessment and County Property Appraiser – Appealing Property Valuation" above.

[2] Reflects discounts for early payment. See "Tax Collection and Distribution by Tax Collector - General" above.

Source: Annual Comprehensive Financial Report of The School Board of Broward County, Florida for the Fiscal Year Ended June 30, 2025.

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Principal Taxpayers

The following table sets forth the Principal Property Taxpayers in Broward County, Florida in 2025 and 2016:

Broward County, Florida
Principal Taxpayers
(in Thousands)

	2025			2016		
Taxpayer	**Tax Levy[(1)]**	**Rank**	**Percent of Total Aggregate Tax Levy**	**Tax Levy[(1)]**	**Rank**	**Percent of Total Aggregate Tax Levy**
Florida Power & Light Co	$108,862	1	1.60%	$39,370	1	1.10%
Sunrise Mills Ltd Prtnr	17,233	2	0.25	9,649	2	0.27
Hollywood Fl Owner LLC	12,553	3	0.18	-	-	-
City of Fort Lauderdale	7,521	4	0.11	-	-	-
NXRT Pembroke LLC	7,062	5	0.10	-	-	-
Publix Super Markets Inc.	6,629	6	0.10	-	-	-
Harbor Beach Property LLC	6,348	7	0.09	3,462	8	0.10
Wal-Mart Stores East LP	6,007	8	0.09	5,631	5	0.16
REAL SUB LLC	5,179	9	0.08	-	-	-
MVHF LLC (Bldg) City of Hollywood (Land)	5,144	10	0.08	-	-	
Diplomat Properties Ltd Prtnr	-	-	-	7,957	3	0.22
Bellsouth Telecommunications Inc	-	-	-	6,540	4	0.18
Arium Resort LLC	-	-	-	4,325	6	0.12
IH3 Property Florida LP	-	-	-	3,816	7	0.11
RAR2 – Las Olas Centre LLC	-	-	-	3,016	9	0.08
Camden Summit Partnership LP	-	-		2,878	10	0.08
Total Principal Taxpayers	182,538		2.68%	86,644		2.42%
All Other Taxpayers	6,610,262		97.32%	3,497,533		97.58%
Total Aggregate Tax Levy	$6,792,800		100.00%	$3,584,177		100.00%

(1) Includes tax levy from all taxing jurisdictions within Broward County.

Source: Annual Comprehensive Financial Report of The School Board of Broward County, Florida for the Fiscal Year Ended June 30, 2025.

RECENT GOVERNMENTAL ACTIONS AND OTHER EVENTS AFFECTING DISTRICT REVENUES

General

During recent years and in the current 2026 legislative session, various other legislative proposals and constitutional amendments relating to ad valorem taxation and District revenues have been introduced in the State Legislature. Many of these proposals provide for new or increased exemptions to ad valorem taxation, limit increases in assessed valuation of certain types of property or otherwise restrict the ability of local governments in the State to levy ad valorem taxes at recent, historical levels. Other proposals have

sought to restrict the ability of local governments to use certain revenues for payment of debt service, to provide for additional procedures and notices to issue tax-supported debt or to require certain local revenues be shared with charter schools in the school district. There can be no assurance that similar or additional legislative or other proposals will not be introduced or enacted in the future that would, or might apply to, or have a material adverse effect upon, the District or its finances.

Reference is also made to "AD VALOREM TAX PROCEDURES – Exemptions from Ad Valorem Taxation" and "AD VALOREM TAX PROCEDURES – Legislation Relating to Ad Valorem Taxation" herein for a discussion of amendments to the Florida Constitution and other legislation affecting ad valorem tax revenues.

Constitutional Amendments Relating to Class Size Reduction

Amendment 9 to the State Constitution required the State Legislature provide funding for sufficient classrooms so that class sizes were reduced to certain constitutional class size maximums by the beginning of the 2010 school year. Amendment 9 and Section 1003.03, Florida Statutes and Section 1013.735, Florida Statutes, relating to the implementation of Amendment 9 are referred to herein as the "Class Size Legislation."

The Class Size Legislation established constitutional class size maximums limiting students per class to no more than 18 for pre-kindergarten through third grade, 22 for grades four through eight and 25 for grades nine through 12. Compliance is determined on a period-by-period basis. School districts not in compliance are required to submit to the Commissioner of Education a corrective action plan that describes specific actions the district will take in order to fully comply with the requirements by October of the following year.

The Class Size Legislation further created an "Operating Categorical Fund for Class Size Reduction," the "Classroom for Kids Program," the "District Effort Recognition Grant Program" and the "Class Size Reduction Lottery Revenue Bond Program" to provide funding for capital outlays and operating expenditures necessary in relation to these mandated class size reductions.

The Class Size Legislation requires each school board to consider implementing various policies and methods to meet these constitutional class sizes, including encouraging dual enrollment courses, encouraging the Florida Virtual School, maximizing instructional staff, reducing construction costs, using joint-use facilities, implementing alternative class scheduling, redrawing attendance zones, implementing evening and multiple sessions and implementing year-round and non-traditional calendars.

Through Fiscal Year 2009-10, the District complied with the requirements of the Class Size Legislation which was based on average class size at each school. Beginning in Fiscal Year 2010-11, the requirements were based on the number of students in each individual classroom and subsequently, schools that provided choice (e.g., charter, magnet, career and technical, etc.) continued to be required to meet average class size at each school. Including charter schools, the District is at 100% compliance with class size requirements for Fiscal Year 2025-26.

Legislative Changes Relating to School Choice

During the State Legislature's 2016 Regular Session, the Florida Legislature enacted House Bill 7029 ("HB 7029"). Among other things, a parent whose child is not subject to a current expulsion or suspension order may seek enrollment in and transport his or her child to any public school in the State, including a charter school, which has not reached capacity. The school district or charter school shall accept and report the student for purposes of funding through the FEFP. The school district or charter school may

provide student transportation at their discretion. HB 7029 requires the capacity determinations of each school district and charter school to be current and identified on their respective school websites. Each school must provide preferential treatment in its controlled open enrollment process to: (1) dependent children of active duty military personnel who moved as a result of military orders, (2) children relocated due to foster care placement in a different school zone, (3) children relocated due to a court ordered change in custody as a result of separation or divorce, or the serious illness or death of a parent, and (4) students residing in the school district. Students residing in the school district may not be displaced by a student from another school district. A student who transfers may remain at the school until the student completes the highest grade level offered. This amendment took effect with the 2017-2018 school year. At present, the impact of the school choice provisions of HB 7029 on the District's finances has been minimal.

House Bill No. 7045 ("HB 7045") was passed during the 2021 Florida legislative session and signed into law by the Governor. HB 7045 merged the State's school choice programs for certain disabled students and expanded eligibility for school voucher programs for low- and middle-income students and students subject to harassment, consolidated existing school-choice programs, increased the amount of State funding for the consolidated school-choice programs to $200 million and allowed the use of scholarship funds for private school tuition and other expenses such as tutoring, computers, and internet access.

HB 1, which significantly expanded the eligibility criteria of the State's school voucher programs, was signed into law by Florida Governor Ron DeSantis on March 27, 2023. HB 1, among other things, expanded eligibility for the Florida Tax Credit Scholarship Program and the Family Empowerment Scholarship Program to any student that is a resident of Florida and is eligible to enroll in kindergarten through grade 12 in a public school. The Family Empowerment Scholarship Program is divided into three programs, the Family Empowerment Scholarship for students attending private schools (the "FES-EO"), the Family Empowerment Scholarship for students with disabilities (the "FES-UA") and the Hope Scholarship Program. HB 1 significantly increased the number of Florida Tax Credit Scholarships that may be awarded each year, and then removes the limits beginning in 2027-28. HB 1, in combination with House Bill 3C which was signed into law and became effective on November 3, 2023, removed the existing limits on the number of FES-EO scholarships that may be given each year. HB 1 also provided that the amount of the Family Empowerment Scholarship is equal to 100% of the school district's FEFP funding per student, including most categorical grants. HB 1 authorized uses of scholarship funds include, among other authorized expenses, tuition and fees for a student to attend eligible private schools. HB 1 took effect on July 1, 2023. House Bill 1403 ("HB 1403") was passed during the 2024 regular Florida legislative session and, among other things, expands eligibility for the Florida Tax Credit Scholarship Program and the Family Empowerment Scholarship Program to include the dependent children of active duty members of the United States Armed Forces who meet certain residency requirements, increases the FES-UA cap from three percent to five percent and repeals the scholarship funding portion of the Hope Scholarship Program. HB 1403 took effect on July 1, 2024. The expansion of the school choice programs in the State could potentially lead to a substantial increase in the number of Florida Tax Credit Scholarships and/or Family Empowerment Scholarship recipients. The District has seen a significant number of eligible students in the District transition to private schools or other scholarship eligible programs, which has had an adverse impact on the District's finances. However, the District is taking steps to address the decline in student enrollment by consolidating schools and decreasing employees to an appropriate number based on such reduced student enrollment. See "THE SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA – School Facilities Reorganization Plan" and "THE SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA – State Budget" herein.

Distribution of Capital Outlay Funds to Charter Schools

On May 11, 2023, CS/CS/HB 1259 ("HB 1259") was signed by the Florida Governor Ron DeSantis. HB 1259 modifies the provisions of Section 1013.62, Florida Statutes, relating to Capital Improvement Tax

revenues that are required to be shared with eligible charter schools in each school district in the State. HB 1259 removes a previously existing State funding threshold for purposes of determining whether Capital Improvement Tax revenues must be shared with eligible charter schools in a school district and establishes a five-year glide path of local sharing of Capital Improvement Tax revenues between each school district in the State and eligible charter schools therein. The calculation methodology set forth in HB 1259 first reduces a school district's available Capital Improvement Tax revenues by the school district's annual debt service for obligations incurred as of March 1, 2017, which are being satisfied by Capital Improvement Tax revenues and which have not been subsequently retired. The remaining Capital Improvement Tax revenues are then divided by the sum of (a) the school district's capital outlay FTE students and (b) the total number of FTE students at eligible charter school in the school district to determine a capital outlay allocation per FTE student. Next, such capital outlay allocation per FTE student is multiplied by the total number of FTE students at each eligible charter school in the school district to determine a capital outlay allocation for each charter school in the school district. Next, if applicable, the capital outlay allocation to each charter school is reduced by the total amount of State funds allocated to each charter school in the school district thereby reducing the amount of Capital Improvement Tax revenues required to be shared by the school district. The remaining amount, if any, is the amount the school district must share with eligible charter schools in the school district in such year. However, the legislation provides for a five-year phase in for such amounts so that the amount to be paid by the school district for each year pursuant to the above-described methodology will be multiplied by 20% for Fiscal 2023-24, and increase by 20% each year until Fiscal Year 2027-28 at which time it would equal 100% of the amount described in the preceding sentence. HB 1259 took effect on July 1, 2023. For the Fiscal Year 2025-26, the District is required to share approximately $24.7 million in Capital Improvement Tax revenues with eligible charter schools in the District. Such amount is projected to increase to approximately $64.5 million by Fiscal Year 2029-30. However, the Capital Improvement Tax is not pledged to the repayment of the Series 2026 Bonds and the District does not expect any reduction in Capital Improvement Tax revenues to adversely impact its ability to pay debt service on the Series 2026 Bonds.

Schools of Hope

House Bill 7069 ("HB 7069"), as amended by HB 7070 in 2019, among other things, established the Schools of Hope Program to encourage traditional public schools within the State and charter operators throughout the country to replicate their model and service students from persistently low-performing schools and students who reside in a Florida Opportunity Zone (as defined therein). These provisions of HB 7069, now codified in Section 1002.333, Florida Statutes, provide for the establishment of Schools of Hope, which are charter schools operated by a Hope Operator to service students from one or more persistently low-performing schools; are located within a Florida Opportunity Zone or in the attendance zone of the persistently low-performing school or within a five mile radius of such school, whichever is greater; and is a Title I eligible school. Section 1002.333, Florida Statutes, defines "persistently low-performing schools" as schools that have earned three consecutive school grades below a "C" pursuant to Section 1008.34, Florida Statutes, in at least three of the previous five years and has not earned a school grade of "B" or higher in the most recent two school years, and a school that was closed pursuant to Section 1008.33(4), Florida Statutes, within two years of a notice of intent, and defines "Hope Operators" as nonprofit organizations that operate three or more charter schools with a record of serving students from low-income families and receives such designation from the Florida Department of Education. Pursuant to Section 1002.333, Florida Statutes, the statutory requirements for the application, approval, and contract that apply to charter schools do not apply to Schools of Hope; instead, a Hope Operator submits a notice of intent to a school district in order to open a School of Hope and the school district is required to enter into a performance based agreement with a Hope Operator within 60 days of receiving a notice of intent.

Section 1002.333, Florida Statutes, also (a) provides Schools of Hope with certain statutory authority, including, but not limited to, allowing a School of Hope to be designated as a local educational

agency for the purposes of receiving federal funds; (b) provides that Schools of Hope are exempt from Chapters 1000-1013, Florida Statutes, and all school board policies, except any laws related to (i) the student assessment program and school grading system, (ii) student progression and graduation, (iii) provisions of services to students with disabilities, (iv) civil rights, (v) student health, safety, and welfare, (vi) public meetings, (vii) public records, and (viii) the code of ethics for public officers and employees.; (c) provides provisions for facilities for Schools of Hope; (d) provides provisions for funding Schools of Hope, including that they be funded in accordance with the statutory provisions relating to funding for charter schools and be considered a charter schools for purposes of charter school capital outlay; (e) establishes the School of Hope Program to cover specified operational expenses for Schools of Hope; and (f) establishes the Schools of Hope Revolving Loan Program to help Schools of Hope cover school building construction and startup costs.

On June 30, 2025, Senate Bill 2510 ("SB 2510") was signed into law by the Governor. SB 2510, among other things, modifies the provisions of Section 1002.333, Florida Statutes, relating to the requirements for the establishment of Schools of Hope including adding provisions allowing a school of hope to be located outside of a Florida Opportunity Zone or the attendance zone of the persistently low-performing school under certain circumstances, allowing a Hope Operator seeking to open a school of hope to submit an application to a state university or a Florida College System institution and enter an agreement with such state university of Florida College System institution, and allowing a school of hope to collocate with another school in a public school facility. The school district must permit any school of hope to use all or part of underused, vacant, or surplus school district facilities, and receive facility-related services at no cost. Students enrolled in the school of hope shall be included in the district's total capital outlay full-time equivalent membership for the purpose of Section 1013.62, Florida Statutes, and for calculating the PECO maintenance finds or any other maintenance funds for the facility. To date, the District has received multiple notices from State-approved Schools of Hope operators seeking to use underused, vacant or surplus District facilities. The District has denied all but one of these notices, citing material impracticability regarding the proposed use of the facilities. The sole notice not denied involves KIPP and William Dandy Middle School, which remains under active discussion. At this time, the District is unable to estimate the financial or operational impacts of any potential Schools of Hope co-location within District facilities.

The District currently has six schools identified as "persistently low-performing schools" under Section 1002.333, Florida Statutes.

Public Safety Mandate

In 2018, the Florida Legislature passed Senate Bill 7026 ("SB 7026") which, among other things, includes provisions designed to: enhance school safety policies, procedures, and personnel at the State and local level; improve and expand mental health services; and revise laws and empower law enforcement and the courts to limit access to firearms by young adults or by individuals exhibiting a risk of harming themselves or others. Specifically, SB 7026 requires each school board and superintendent to partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district by implementing any combination of the following options: (a) establish school resource officer programs through cooperative agreements with law enforcement agencies; (b) commission one or more school safety officers for the protection and safety of school personnel, property, and students within the school district; and (c) at a school district's discretion, and if established by the sheriff's office, participate in the Guardian Program, which allows certain school employees (but not employees who exclusively perform classroom duties as classroom teachers) to carry a firearm on school grounds if such employee volunteers and completes the statutorily required training. During the 2019 Legislative session, the State Legislature passed CS/CS/SB 7030 ("SB 7030") which among other things, removes the prohibition on individuals who perform exclusively classroom duties as a teacher from participating in the Guardian Program. However, the decision to allow teachers to be armed guardians remains with each

individual school board. In 2018, the School Board adopted a resolution which prohibits arming teachers in the District. The School Board intends to comply with SB 7026 and SB 7030 through school resource officers and/or the Guardian Program. The District's estimated cost of complying with the public safety mandates of SB 7026 and SB 7030 for Fiscal Year 2024-25 was approximately $20.1 million and is budgeted to be $19.7 million, net of charter schools, for Fiscal Year 2025-26.

In the wake of the Marjory Stoneman Douglas tragedy, the School Board hired the school safety & security non-profit organization SafeHavens, International ("SafeHavens") to assess the District security programs. Based on recommendations from SafeHavens as well as findings from the Marjory Stoneman Douglas High School Public Safety Commission, the District established an Office of Safety, Security and Emergency Preparedness in order to organize, centralize and enhance safety and security functions within the District. Additionally, in the aftermath of the Marjory Stoneman Douglas tragedy, a statewide grand jury was convened by the Florida Supreme Court to focus largely on safety and security issues statewide. The grand jury has issued three interim reports that made various recommendations to state and local officials relating to improving, among other things, public safety and security in schools. The final grand jury report recommended the removal or suspension of certain School Board members who, in turn, were removed from the School Board by Florida Governor Ron DeSantis.

Coronavirus (COVID-19)

The Novel Coronavirus 2019 ("COVID-19") pandemic, along with various governmental measures taken to protect public health in light of the pandemic, adversely affected the School Board's financial results and resulted in a federally declared "national emergency." The School Board received various disaster relief funds since March 2020, including pursuant to the Coronavirus Aid, Relief and Economic Security Act, which contained the Education Stabilization Fund; the Coronavirus Response and Relief Supplemental Appropriations Act, which included a second Education Stabilization Fund; and The American Rescue Plan Act of 2021. The District received approximately $**[**896.5**]** million in federal funds under such federal programs, collectively, however many of such funds were required to be shared with charter schools and private schools in the County.

COVID-19 is ever evolving and the potential for future resurgence of COVID-19 at a pandemic level is unknown and, should there be a future resurgence of the pandemic or another pandemic, the School Board cannot predict with certainty the impacts of such an outbreak on the School Board's future operations, revenues or expenses.

Climate Change and Natural Disasters

Numerous scientific studies on climate change show that, among other effects on the global ecosystem, sea levels may rise, extreme temperatures may become more common, and extreme weather events may become more frequent as a result of increasing global temperatures attributable to atmospheric pollution. Sea levels may continue to rise in the future due to the increasing temperature of the oceans causing thermal expansion and growing ocean volume from glaciers and ice caps melting into the ocean. Coastal areas like the District are at risk of substantial flood damage over time, affecting private development and public infrastructure, including roads, utilities, emergency services, schools, and parks. As a result, the District could lose considerable tax revenues and many residents, businesses, and governmental operations along the waterfront could be displaced. However, the District is unable to predict whether sea level rise or other impacts of climate change or flooding from a major storm will occur, when they may occur, and if any such events occur, whether, they will have a material adverse effect on the business operations or financial condition of the District. Additionally, climate change concerns have led, and may continue to lead, to new laws and regulations at the federal and State levels (including but not

limited to, air, water, hazardous substances and waste regulations) that could have a material adverse effect on the operations and/or financial condition of the District.

[The District experienced an extremely intense rainstorm in April 2023 resulting in flood damages exceeding $10,000,000. The District received a total net claim settlement in an amount of $9,962,368. Since this event, the District has purchased National Flood Insurance coverages on several District sites. Additionally, the District's Physical Plant Operations Department has implemented corrective measures at these sites.**]**

Cybersecurity

Computer networks and systems used for information transmission and collection are vital to the efficient operations of the District. District systems provide support to departmental operations and District services by collecting and storing sensitive information, including intellectual property, security information, proprietary business process information, information regarding suppliers and business partners, and personally identifiable information of students and employees (collectively, "Computer Information"). The secure processing, maintenance and transmission of Computer Information is critical to effective departmental operations and the appropriate provision of services. Increasingly, governmental entities are being targeted by cyberattacks seeking to obtain Computer Information or disrupt critical services. A rapidly changing cyber risk landscape may introduce new vulnerabilities that attackers and hackers can exploit in their efforts to effect breaches or service disruptions. Employee error and/or malfeasance may also contribute to a loss of Computer Information or other system disruptions. The District has a multilayered information security program with several established protocols and procedures which include Acceptable Usage Policies and Information Security Guidelines. The District has next generation firewalls with unified threat management features enabled which include firewall, application control, web filter, and intrusion detection and prevention. Cybersecurity operations are handled internally. The District periodically faces cyber threats as is to be expected with all network-connected governments and businesses. The District experienced a cyberattack in March 2021, is fully recovered from this event and has not had another compromising cyberattack since the March 2021 event. However, after the March 2021 cyber breach, post-analysis revealed that personal information of some District students and employees may have been compromised in the cyberattack and posted on the dark web. Upon learning of this, the District notified potentially impacted parties and provided free credit monitoring and other safeguards to help the impacted stakeholders protect their identity. Based on currently available information, the District does not expect a significant financial liability to arise as a result of the March 2021 cyberattack. Nevertheless, the District implemented comprehensive measures to fortify its cybersecurity posture and minimize the risk of future incidents. These measures include, but are not limited to, the implementation of Multi-Factor Authentication (MFA) for staff network access to the network, deployment of Privileged Account Management (PAM) for sensitive systems access, installation of Endpoint Detection and Response (EDR) solutions to identify and mitigate malware and other threats, the introduction of managed phishing simulations to educate staff on identifying and responding to phishing attempts, external and internal penetration testing and vulnerability assessments to proactively identify potential cyber threats, and expansion of the District's internal IT security team to enhance the capacity for monitoring and responding to cyber events. There is a mandatory Security and Privacy Awareness training that all District employees must take annually to educate users regarding cyber security threats and ways to avoid becoming a victim as well as learn about protections in the District and ways to minimize vulnerabilities both at work and at home. The District also maintains cyber risk insurance to help mitigate its exposure to security attacks that are known to cripple an organization's technology system and/or fraudulently confiscate funds.

While District cybersecurity and operational safeguards are periodically tested, no assurances can be given that such measures will ensure against all cybersecurity threats or attacks. Cybersecurity breaches could damage or compromise the District's computer network and the confidentiality, integrity, or

availability of the District's computer system or the Computer Information. The potential disruption, access, modification, disclosure or destruction of Computer Information could result in the interruption of District services, the initiation of legal claims or proceedings, liability under laws that protect the privacy of personal information, regulatory penalties, and could cause a material disruption in the District's operations or the appropriate provision of District services. The costs of remedying any such damage or protecting against future attacks could be substantial and in excess of the maximum amount of the District's cyber risk insurance policy. Further, the litigation to which the District could be exposed following a cybersecurity breach could be significant, which could cause the District to incur material costs related to such legal claims or proceedings.

THE EDUCATIONAL FACILITIES PLAN

Section 1013.35, Florida Statutes, requires the development of a continuous five-year District Educational Facilities Plan or DEFP. In each year, the DEFP is reviewed and revised as necessary to reflect the District's long range capital construction program, changes to the capital construction program resulting from student enrollment changes, and improvements and additions to school and non-school sites. An annual update of the DEFP provides, upon approval by the School Board, a continuous five-year program. The most recent annual update of the DEFP was approved by the School Board on September 3, 2025 and provides for a facilities plan totaling approximately $3.9 billion over the next five-year period ending June 30, 2030.

The DEFP is funded from Federal, State and local revenue sources, as well as certificates of participation issued pursuant to the District's master lease program and general obligation bonds. In previous years, the District was faced with significant declines in capital outlay revenues, which had a major impact on the District's ability to fund the DEFP. Recent and projected increases in the Capital Improvement Tax revenues have helped the District undertake a portion of the deferred maintenance and invest in classroom technology equipment and school buses. Additionally, proceeds of the District's approved new money general obligation bonds provided the funding necessary to meet the most critical life-safety, technology and facility needs. There has also been significant investment into music and arts programs as a result of the overall Safety, Music & Arts, Athletics, Renovation, and Technology (SMART) initiative.

The DEFP is based on an analysis of funding initiatives selected because they have a high impact on the District's Strategic Plan Goals and a high potential for favorable operational results. Before implementing the SMART initiative, the District conducted an independent needs assessment of all schools and facilities. The needs assessment provided an objective status of the physical and educational adequacy of the District's schools and administrative sites. This information forms the basis of current and future capital planning efforts. The most critical priorities are identified by the needs assessment and will address safety and security, repairs and renovations, and technology and technology infrastructure. **[**However, many of the projects funded as part of the SMART initiative encountered construction problems, delays and cost overruns. To date, substantial progress has been made across various sectors of the SMART initiative, including technology, safety, athletics and renovations, although some renovation projects are still to be completed. Recently, the Superintendent declared an emergency circumstance regarding construction management of the District's DEFP, which allowed the District to continue using the services of its current construction manager until a new competitive procurement process can be completed for the next construction manager. The prior competitive bidding process resulted in the rejection of all bids due to concerns regarding potential non-compliance with District policies and State law.**]** The DEFP also uses student enrollment projections for the five years 2025-2026 through 2029-2030 to provide a basis for determining capital needs throughout this period. The following table provides historical information

relating to student enrollment in the District and projections for such enrollment. The current enrollment projections are compared to the annual benchmark day figures for the 2024-2025 school year.

The School District of Broward County, Florida
Student Enrollment Projections

Student Enrollment Projections	2024-2025 Annual Benchmark Day Enrollment	2025-2026 Annual Benchmark Day Enrollment	2024-2025 Increase (Decrease) to 2025-2026	2030-2031 Projected Annual Benchmark Day Enrollment	2025-2026 Increase (Decrease) to 2029-2030
Pre-Kindergarten	5,554	5,244	(310)	5,244	0
Elementary (K-5)	80,319	75,437	(4,882)	64,592	(10,845)
Middle	40,527	38,416	(2,111)	32,893	(5,523)
High	67,583	65,269	(2,314)	55,886	(9,383)
Centers	3,851	3,481	(370)	3,481	0
Charters	49,667	48,820	(847)	46,401	(2,419)
Total[(1)]	247,501	236,667	(10,834)	208,497	(28,170)

(1) The District historically does not provide projected enrollment for pre-kindergarten and centers. The annual benchmark day enrollment for these programs/schools is carried forward into future year projections, resulting in no enrollment gains or losses.

Source: School District of Broward County, Florida - Demographics & Enrollment Planning Department as of November 2025.

Total District enrollment is projected to decrease by 28,170 students, including those in centers and charter schools by the 2030-2031 school year. Based on current demographic data, the District projects that elementary enrollment in District-owned facilities will decrease over the next five years by 10,845 students, middle school enrollment will decrease by 5,523 students and high school enrollment will decrease by 9,383 students.

Enrollment in charter schools is 48,820 in 86 charter schools for school year 2025-2026. When new charter schools open, their enrollment is drawn from the traditional public schools. Therefore, the enrollment for charter schools increases while the enrollment at traditional schools decreases. Since charter schools are considered public schools, their enrollment is, however, included in the District's total enrollment. Charter school enrollment is projected to decrease over the next five years by 2,419.

Legislation passed by the Florida Legislature has resulted in an increase in charter schools and charter school enrollment. Charter schools qualifying as "high-performing" are able to increase enrollment, add grade levels, extend their charter terms and even expand into other districts, with fewer restrictions. Local governing authorities' ability to control development criteria for charter schools has been reduced. The impact of this legislation continues to affect charter school enrollment, therefore, the resulting impact on traditional public school enrollment cannot be determined at this time. See also, "RECENT GOVERNMENTAL ACTIONS AND OTHER EVENTS AFFECTING DISTRICT REVENUES – Schools of Hope" herein.

All projections of the District as to student enrollment are based upon estimates and assumptions made by the District, and although considered reasonable by the District utilizing historical data, are inherently uncertain and subject to significant business, economic and competitive uncertainties and contingencies. The outcome of such factors is difficult to predict and many of such factors are beyond the

control of the District. As a result, there can be no assurance that such enrollment rates will occur or be realized as projected.

THE SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA

The District

Established in 1915, the District is organized under Section 4, Article IX of the Constitution of the State of Florida and Chapter 1001, Florida Statutes. The District covers the same geographic area as the County and provides elementary, secondary and vocational educational services to the unincorporated areas of the County and all of the 31 incorporated municipalities within the County, the largest of which is the City of Fort Lauderdale. The District has a student enrollment that is the second largest in the State and the sixth largest in the United States. As of September 8, 2025, the District served 236,667 students (including 48,820 charter school students) and approximately 125,000 adult students in 236 schools and education centers, three technical colleges and 86 charter schools. The District is the County's largest single employer. As of October 20, 2025, the District had approximately 26,270 permanent employees, including 12,975 classroom instructors.

Management of the District is independent of the County government and local governments within the County. The District is part of the State system of public education operated under the general direction and control of the State Board of Education. The District is governed by the School Board, which consists of nine elected members. The Superintendent of Schools is appointed by the members of the School Board and serves as the executive officer of the District. The District has taxing authority, as more fully described herein under "AD VALOREM TAX PROCEDURES" herein. The County Tax Collector collects ad valorem taxes for the District, but the County exercises no control over expenditures by the District. Additional information concerning the County is contained in "APPENDIX A – GENERAL INFORMATION REGARDING BROWARD COUNTY, FLORIDA" hereto.

Accreditation

All non-charter public schools in the District are fully accredited by Cognia, formerly known as AdvancEd. The District is the second largest fully accredited school district in the nation and is Florida's first fully accredited school system since 1962.

The County

As discussed above, management of the District is separate from the County, but the District covers the same geographic area. Information regarding the County herein is provided for the purpose of providing general information about the geographic area in which the District is located.

Broward County, created in October 1915 by the legislature of the State of Florida, is located on the southeast coast of Florida and has an area of approximately 1,231 square miles. The County is bordered on the south by Miami-Dade County and on the north by Palm Beach County. Located within the County are 31 municipalities. **[**The County ranks second in the State with a 2024 estimated population of approximately 2.0 million.**]** Approximately 50% of the County's population lives in its seven largest cities: Fort Lauderdale, Hollywood, Miramar, Pembroke Pines, Coral Springs, Pompano Beach and Davie. Four airports, including the Fort Lauderdale-Hollywood International Airport, are located in the County. Port Everglades, the State's deepest harbor and a leading international cruise port, is located less than two miles from Fort Lauderdale-Hollywood International Airport.

For a more detailed description of the County, including certain statistical and demographic data concerning the County, see "APPENDIX A – GENERAL INFORMATION CONCERNING BROWARD COUNTY, FLORIDA." The information about the County contained herein and in APPENDIX A has been obtained from the County and is believed to be reliable. No representation is made by the School Board or the Underwriter as to the accuracy or completeness of such information.

The School Board

The School Board is a public body corporate existing under the laws of the State, particularly Section 1001.40, Florida Statutes, and is the governing body of the District. The School Board consists of nine members, two of whom are elected by countywide vote and seven of whom are elected from single member districts, for overlapping four-year terms. Under existing statutes, the School Board's duties and powers include, but are not limited to, the acquisition, maintenance and disposition of school property within the District; the development and adoption of a school program for the District; the establishment, organization and operation of schools, including vocational and evening schools and programs for gifted students, handicapped students, including students in residential care facilities; the appointment, compensation, promotion, suspension and dismissal of employees; the establishment of courses of study and the provision of adequate instructional aids; and the establishment of a system to transport students to school or school-related activities.

The School Board also has broad financial responsibilities, including the approval of the annual budget, the adoption of the school tax millage levy, and the establishment of a system of accounting and budgetary controls. Accounting reports and the annual budget must be filed with the State Department of Education.

The Chair of the School Board is elected by the members of the School Board annually. The Superintendent of Schools (the "Superintendent") is the ex-officio Secretary of the School Board. The present members of the School Board, any applicable offices and the expiration of their terms are as follows:

Name/Office	Initial Term Commencing November	Current Term Expires November
Sarah Leonardi, Chair	2020	2028
Dr. Jeff Holness, Vice Chair	2022	2028
Lori Alhadeff	2018	2026
Maura McCarthy Bulman	2024	2026
Adam Cervera, Esq.	2025	2026
Debra Hixon	2020	2028
Nora Rupert	2010	2026
Rebecca Thompson	2024	2028
Dr. Allen Zeman	2022	2026

Administration

The Chief Executive Officer of the District is the Superintendent, who is appointed by the School Board. The Superintendent's powers and duties include keeping the records of the School Board, acting as custodian for District property, preparing long-term and annual school programs, directing the work of District personnel, making policy recommendations to the School Board in the areas of child welfare, pupil transportation, school plant and District finance, and performing the additional duties assigned to him by law and the regulations of the State Department of Education.

Set forth below are biographical descriptions of the Superintendent and certain other administrative personnel of the District:

Dr. Howard Hepburn was selected by the School Board as the District's Superintendent of Schools on April 16, 2024. Dr. Hepburn is an esteemed educator with over two decades of experience, serving the District as the Deputy Superintendent of Teaching and Learning. Among his many accomplishments, Dr. Hepburn is recognized as a change leader, dedicated to implementing strategies that raise awareness and bridge learning gaps in socio-economically challenged communities, thereby empowering them to surpass expectations. Throughout his career, Dr. Hepburn has held pivotal roles, including classroom teacher, coach, dean, assistant principal, principal and instructional superintendent. He has actively contributed to numerous district committees aimed at enhancing student achievement and ensuring equitable learning opportunities. Dr. Hepburn has served as an instructional leader in large urban school districts in Florida, notably the School District of Palm Beach County. There, he served as Instructional Superintendent for the Glades Region, and subsequently the South Region, supporting secondary principals and leadership teams in navigating intricate school environments. He holds a Bachelor of Science in Science Education and a Master of Education in Educational Leadership from the University of Central Florida, and a Doctor of Education in Educational Leadership from Florida Southern College.

Romaneir Johnson is the Chief Financial Officer at the District. Prior to her current role, Ms. Johnson was Chief Financial Officer at the School District of Hillsborough County, Florida ("Hillsborough Schools"). At Hillsborough Schools, she inherited a $1.9 billion budget that had an operational deficit of $23 million in fiscal year 2021. She was able to bring stability to the budget in two years and by the end of fiscal year 2023, Hillsborough Schools had an ending fund balance of $330 million. Prior to becoming Chief Financial Officer of Hillsborough Schools, Ms. Johnson has held a myriad of roles that range from CEO of R. Johnson's Consulting working with FCMAT in the Bay Area and Vice Chancellor of Finance and Administration at Peralta Community College District. She has many years of experience in strategically leading deficit districts from K-12, universities, and community colleges to becoming fiscally sound through budget cuts, budget realignment and negotiation of contracts. She has extensive experience leading teams of highly experienced financial professionals that were responsible for ensuring proficient financial reporting, compliance with regulatory standards and regulations, production of accurate and timely financial statements, and the creation of various revenue and budget reports. Ms. Johnson earned a bachelor's degree in accounting from the University of Michigan, and a master's degree in accounting from the Davenport University.

Ivan Perrone joined the District in 2006 as Treasury Manager, responsible for the day-to-day operation of the Treasurer's Office ensuring adequate cash liquidity in order to match liabilities and invest surplus funds to anticipated cash flow needs. Mr. Perrone was appointed to the position of Acting Treasurer in 2013 and to the position of Treasurer in May 2015, where he is now responsible for the management of the District's cash and investment portfolio, in addition to banking and debt administration functions. Prior to joining the District, Mr. Perrone was a Financial Analyst for Siemens Real Estate in Boca Raton, Florida. Prior to Siemens, Mr. Perrone was Controller for the City of North Lauderdale, Florida. Mr. Perrone was both a Financial Analyst I (supporting Canada Technologies) and a Financial Systems Analyst (supporting American Express Technologies) during his time at American Express, Florida. Prior to American Express, Mr. Perrone was the Interim Treasurer for the City of Tamarac, Florida. Mr. Perrone received a Bachelor of Business Administration Degree from Pace University, New York. He is a member of Government Finance Officers Association (GFOA) and the Florida Government Finance Officers Association, South Florida Government Finance Officers and City Clerks Association and Association of Public Treasurers of the United States and Canada.

Omar Shim is the Director of Capital Budget for the District. Mr. Shim began his career in the District in 2000 as a Capital Scheduling and Claims Analyst, then was promoted to Director of Quality

Assurance and Assistant to Comptroller in 2003. In 2005, he was appointed as Special Assigned Director of Capital Budget and took over the position permanently in 2006. In that capacity, he oversees the District's capital budget and facilitates the process of developing the District Educational Facilities Plan. Mr. Shim graduated from Florida Atlantic University and is a member of the GFOA and the Florida School Finance Officers Association.

Statistical Data

The following tables present a statistical overview of the District's school system, including: (1) comparative enrollment trends, (2) trends in District personnel by full-time employee classification, (3) enrollment profiles and (4) data regarding the District's public school facilities. Information regarding projected enrollment is set forth under "THE EDUCATIONAL FACILITIES PLAN" above.

Comparative Enrollment Trends
Largest U.S. School Districts[(1)]

[UPDATE]

	2020	2021	2022	2023	2024
New York, NY	957,195	912,994	859,514	847,030	
Los Angeles, CA	483,234	460,633	435,958	427,795	
Chicago, IL	347,484	341,382	329,836	321,666	
Miami-Dade County, FL	347,307	334,261	328,589	334,090	
Clark County, NV	328,991	315,646	315,787	309,787	
Broward County, FL	**260,918**	**253,668**	**249,043**	**247,319**	
Houston, TX	210,061	196,943	194,607	189,934	
Hillsborough County, FL	223,305	218,943	224,149	224,538	
Orange County, FL	208,875	199,089	203,224	207,561	
Palm Beach County, FL	194,675	187,057	187,943	188,843	

N/A = Not Available.

(1) Based on the students enrolled in grades kindergarten through 12 at a fixed time during the fall. One-half day kindergarten students counted as one-half student.

Source: Annual Comprehensive Financial Report of The School Board of Broward County, Florida for the Fiscal Year Ended June 30, 2025.

Classification of Full-Time Personnel

	Fiscal Year 2020-21	Fiscal Year 2021-22	Fiscal Year 2022-23	Fiscal Year 2023-24	Fiscal Year 2024-25
Instructional Staff[(1)]	14,711	14,744	14,195	13,695	12,711
Teacher's Aides	2,745	2,616	2,676	2,934	2,964
Principals & Assistant Principals	659	664	664	666	667
Management & Support Staff[(2)]	7,933	7,737	7,935	8,024	8,650
Total	26,048	25,761	25,470	25,319	24,992

(1) Includes Elementary and Secondary Teachers, Exceptional Student Teachers, Other Teachers, Guidance/Psychological, Librarians, Other Professional Instructional Staff.

(2) Includes Officials, Administrators and Managers (Instructional and Non-Instructional), Supervisors of Instructional, Technicians, Clerical/Secretarial Staff, Service Workers, Skilled Crafters, Laborers.

Source: Annual Comprehensive Financial Report of The School Board of Broward County, Florida for the Fiscal Year Ended June 30, 2025.

The following tables present a statistical overview of the District's enrollment profiles and data regarding the District's public school facilities.

Profile of Student Enrollments[1]

	Fiscal Year 2021-22	Fiscal Year 2022-23	Fiscal Year 2023-24	Fiscal Year 2024-25	Fiscal Year 2025-26[2]
Pre-Kindergarten to Grade 3	59,761	61,321	59,785	58,161	54,100
Grades 4-8	74,812	70,967	69,982	68,239	64,997
Grades 9-12	69,959	68,708	67,914	67,583	65,269
Centers	3,443	3,725	3,592	3,851	3,481
Total	207,975	204,721	201,273	197,834	187,847

(1) Excludes charter school enrollment and Family Empowerment Scholarship students. See "RECENT GOVERNMENTAL ACTIONS AND OTHER EVENTS AFFECTING DISTRICT REVENUES – Legislative Changes Relating to School Choice" herein.
(2) Demographics & Enrollment Planning Department: September 9, 2025 student enrollment from FOCUS.
Source: Annual Comprehensive Financial Report of The School Board of Broward County, Florida for the Fiscal Year Ended June 30, 2025; District Demographics and Enrollment Planning Department.

For student enrollment projections, see "THE EDUCATIONAL FACILITIES PLAN" herein.

School Facilities[1]

	Fiscal Year 2021-22	Fiscal Year 2022-23	Fiscal Year 2023-24	Fiscal Year 2024-25	Fiscal Year 2025-26
Elementary	135	137	137	137	133
Middle	35	35	35	35	35
High	32	32	32	32	32
Others[2]	36	33	32	32	36
Total	238	237	236	236	236

(1) Excludes charter schools. For Fiscal Year 2025-26, there are **[**86**]** operating charter schools located within the District.
(2) Adult/vocational schools, exceptional centers and combination schools which serve multiple levels.
Source: Annual Comprehensive Financial Report of The School Board of Broward County, Florida for the Fiscal Year Ended June 30, 2025; District Demographics and Enrollment Planning Department.

School Facilities Reorganization Plan

Primarily due to declining student enrollment and changing economic factors, the District is considering consolidating a number of underutilized schools in order to decrease costs and increase operational efficiencies. Certain of such underutilized schools were converted into combination schools (K-8 or grade 6-12) which are generally more popular among District families. The consolidations did not result in the elimination of any District programs, however, District staff will be reduced in proportion to student enrollment. Among the plans adopted by the School Board for the 2025-26 school year, is consolidation of Broward Estates Elementary School into Dr. Martin Luther King, Jr. Montessori Academy as a K-5 school; reconfiguration of four elementary schools (Coconut Creek, Coral Cove, Hollywood Central and Silver Shores) into K-8 schools; transferring students from underutilized Silver Shores Elementary School to Silver Lakes Elementary School and Silver Palms Elementary School; and reconfiguring Pines Middle School into a grade 6-12 school. See also, "– State Budget" herein.

Employee Relations

As of October 20, 2025, the School Board employed approximately 26,270 persons (full and part-time), the majority of which are represented by collective bargaining agents. The employee groups, bargaining agents/meet and confer groups and the current union contract expiration dates are set forth in the table below:

Employee Group	Bargaining Agents/ Meet and Confer Groups	Contract Expiration[1]	Status of Negotiations
Teachers	Broward Teachers Union ("BTU") – Teachers Contract	June 29, 2026[2]	In negotiations for the 2025-26 School Year.
Education Support Professionals	BTU – Educational Support Professionals	June 30, 2026[2]	In negotiations for the 2025-26 School Year.
Technical Support Professionals	BTU – Technical Support Professionals	June 29, 2026[2]	In negotiations for the 2025-26 School Year.
Clerical	Federation of Public Employees ("FOPE")	June 30, 2026[2]	In negotiations for the 2025-26 School Year.
Maintenance, Facilities, Transportation, Security Specialists, Campus Monitors	FOPE	June 30, 2026[2]	In negotiations for the 2025-26 School Year.
Food Service	FOPE	June 30, 2026[2]	In negotiations for the 2025-26 School Year.
Police Officers I & II	Police Benevolent Association ("PBA")	June 30, 2027[2]	In negotiations for the 2025-26 School Year.
Clerical Confidential	Confidential Office Personnel Association	N/A	In discussions for the 2025-26 School Year.
Assistant Principals and Principals	Broward Principals and Assistants Association	N/A	In discussions for the 2025-26 School Year.
Educational Support and Management Administrators	Educational Support & Management Association of Broward, Inc.	N/A	In discussions for the 2025-26 School Year.

[1] Note: When a contract has expired, Florida law requires operating under the expired contract until a new contract has been negotiated and approved. Work stoppages are not permitted under Florida law.

[2] With re-openers each year.

Source: The District.

Florida Retirement System

Essentially all regular employees of the District are eligible to enroll as members of the Florida Retirement System (the "FRS"). The FRS is a single retirement system administered by the Florida Department of Management Services ("DMS"), and consists of two cost-sharing, multiple-employer retirement plans and other nonintegrated programs. These include a defined-benefit pension plan (the "FRS Pension Plan"), a Deferred Retirement Option Program (the "DROP"), a Retirement Health Insurance Subsidy Plan (the "HIS Plan"), and a defined-contribution plan, referred to as the Florida Retirement System Investment Plan (the "Investment Plan"). A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, information about the FRS's fiduciary net position, and other relevant information, is available from the DMS at: www.dms.myflorida.com.

FRS Pension Plan. The Florida Legislature establishes contribution rates for employers and employees participating in the FRS Pension Plan. The District's contributions (not including employee contributions) to the FRS Pension Plan for Fiscal Year 2024-25 totaled $156.6 million, which was equal to the required contributions for such fiscal year. At June 30, 2025, the District reported a liability of $1.1 billion for its proportionate share of the FRS Pension Plan's net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The District's proportionate share of the net pension liability was based on the District's Fiscal Year 2023-24 contributions relative to the total fiscal year 2023-24 contributions of all participating members. At June 30, 2024, the District's proportionate share was 2.76%, which was a decrease of 0.10% from its proportionate share measured as of June 30, 2023. For the Fiscal Year ended June 30, 2025, the District recognized the FRS Pension Plan pension expense of $155.5 million. In addition, the District reported deferred outflows of resources of $431.9 million and deferred inflows of resources of $129.4 million related to the FRS Pension Plan.

HIS Plan. The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. The District's contributions to the HIS Pension Plan totaled $31.1 million for Fiscal Year 2024-25. At June 30, 2025, the District reported a net pension liability of $548.1 million for its proportionate share of the HIS Plan's net pension liability. The current portion of the net pension liability is the District's proportionate share of the benefit payments expected to be paid within one year, net of the District's proportionate share of the HIS Plan's fiduciary net position available to pay that amount. The net pension liability was measured as of June 30, 2024 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The District's proportionate share of the net pension liability was based on the District's Fiscal Year 2023-24 contributions relative to the total fiscal year 2023-24 contributions of all participating members. At June 30, 2024, the District's proportionate share was 3.65%, which was a decrease of 0.10% from its proportionate share measured as of June 30, 2023. For the Fiscal Year ended June 30, 2025, the District recognized pension expense of $13.7 million related to the HIS Plan. In addition, the District reported deferred outflows of resources of $46.1 million and deferred inflows of resources of $100.6 million related to the HIS Plan.

Investment Plan. The District contributes to the Investment Plan for its eligible employees electing to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. The District's total contribution to the plan totaled $28 million.

ALL POTENTIAL PURCHASERS OF THE SERIES 2026 BONDS SHOULD REVIEW NOTE 14 OF THE NOTES TO THE BASIC FINANCIAL STATEMENTS AND REQUIRED SUPPLEMENTARY INFORMATION SET FORTH IN "APPENDIX B – EXCERPTED PAGES FROM THE ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE SCHOOL BOARD

OF BROWARD COUNTY, FLORIDA FOR THE FISCAL YEAR ENDED JUNE 30, 2025" ATTACHED HERETO. SUCH NOTE 14 AND REQUIRED SUPPLEMENTARY INFORMATION CONTAIN DESCRIPTIONS OF THE PENSION PLANS AND MATERIAL FINANCIAL INFORMATION CONCERNING THE PLANS, INCLUDING BUT NOT LIMITED TO, INFORMATION REGARDING CONTRIBUTIONS, COSTS, FUNDED STATUS AND FUNDING PROGRESS.

Other Post-Employment Benefits

In addition to its contributions under the State's retirement plan described above, the District provides other postemployment benefits ("OPEB") for certain of its retired employees in the form of an implicit rate subsidy by providing access to health insurance plans. The offering of this health insurance coverage is required by Section 112.0801, Florida Statutes. In addition, retirees are eligible to continue the District-sponsored term life insurance policy provided by the District.

In June 2015, the Governmental Accounting Standards Board issued Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions ("GASB No. 75"), which was adopted by the District for the year ended June 30, 2018 and which replaced GASB Statement No. 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions ("GASB 45"). GASB No. 75 addresses accounting and financial reporting for OPEB provided to employees of state and local government employers; establishes standards for recognizing and measuring liabilities, deferred outflows of resources, deferred inflows of resources, and expenses; requires governments to report a liability, deferred outflows of resources, deferred inflows of resources, and expenses on the face of the financial statement for the OPEB that they provide; and requires more extensive note disclosures and supplementary information about their OPEB liability.

The District has historically accounted for its OPEB contributions on a pay-as-you-go basis and the District currently plans to continue such pay-as-you-go funding of its OPEB contributions. As of the valuation date, June 30, 2024, there were approximately 25,270 active participants and 561 inactive participants (retirees and beneficiaries) of the District receiving post-employment benefits. The District provided required employer contributions toward the annual OPEB cost in the amount of $6.3 million, comprised of benefit payments made on behalf of retirees for claims expense and retention costs. The pay-as-you-go method of funding OPEB allows the District to continue to pay only the current OPEB costs each Fiscal Year, but will produce a growing unfunded actuarial liability for the future. The District's total OPEB obligation was $163.1 million based on the measurement date of June 30, 2024 and was determined using an actuarial roll-forward on the results of a full actuarial valuation as of June 30, 2024.

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Below are the details regarding the total OPEB liability from June 30, 2024 to June 30, 2025 (in thousands):

	Total OPEB Liability
Balance at June 30, 2024	$173,224
Changes for the Fiscal Year:	
Service Cost	7,756
Interest on the Total OPEB Liability	6,863
Difference between expected and actual experience of the Total OPEB Liability	(16,830)
Changes in Assumptions and Other Inputs	(1,544)
Benefit Payments	(6,344)
Net Changes in Total OPEB Liability	(10,099)
Balance at June 30, 2025	$163,125

Changes of assumptions and other inputs include the change in the discount rate from 3.86 percent as of the beginning of the measurement period to 3.93 percent as of June 30, 2024.

Source: Annual Comprehensive Financial Report of The School Board of Broward County, Florida for the Fiscal Year Ended June 30, 2025.

For additional information, see Note 13 and Required Supplemental Information of "APPENDIX B - EXCERPTED PAGES FROM THE ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR THE FISCAL YEAR ENDED JUNE 30, 2025" hereto.

Indebtedness

Set forth below is selected information regarding outstanding debt of the District. For more detailed financial information concerning the District, see "APPENDIX B – EXCERPTED PAGES FROM THE ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR FISCAL YEAR ENDED JUNE 30, 2025."

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School District of Broward County, Florida - Outstanding Long-Term Debt
As of June 30, 2025 (Unaudited)

Description	Principal Amount Outstanding[5]
Self-Supporting State Bonds:[1]	
State Board of Education Capital Outlay Bonds, Series 2017-A – Refunding	$ 1,270,000
State Board of Education Capital Outlay Bonds, Series 2019-A – Refunding	353,000
Sub-Total State Board Bonds	$ 1,623,000
General Obligation Bonds [2]	
Series 2015 Bonds	$ 36,565,000[3]
Series 2019 Bonds	153,405,000
Series 2021 Bonds	193,120,000
Series 2022 Bonds	250,860,000
Series 2025 Bonds	69,455,000
Sub-Total General Obligation Bonds	$ 703,405,000
Certificates of Participation:[4]	
Series 2010A Certificates (QSCB)	$ 51,645,000
Series 2016A Certificates – Refunding	123,315,000
Series 2016B Certificates – Refunding	12,965,000
Series 2017B Certificates – Refunding	56,300,000
Series 2017C Certificates – Refunding	32,500,000
Series 2019A Certificates – Refunding	100,180,000
Series 2019B Certificates – Refunding	65,085,000
Series 2020A Certificates	202,590,000
Series 2022A Certificates	35,285,000
Series 2022B Certificates	151,260,000
Series 2025A Certificates	207,420,000
Sub-Total Certificates of Participation	$1,038,545,000
Equipment Finance Agreements:	
Various	$ 93,483,000
TOTAL LONG-TERM DEBT OUTSTANDING	**$1,837,056,000**

(1) Bonds are issued by the State Board of Education on behalf of the District and are secured by a pledge of the District's portion of the State assessed motor vehicle license tax, as well as a pledge of the State's full faith and credit.

(2) The issuance of the general obligation bonds was approved by the qualified electors of the District at a referendum held on November 4, 2014. The bonds are secured by a lien and a pledge of proceeds of the levy and collection of ad valorem school district taxes on all taxable real and personal property, excluding homestead exemption as required by Florida law, without limitation as to rate or amount.

(3) **[**All or a portion**]** of the Series 2015 Bonds will be refunded with proceeds of the Series 2026 Bonds. See "PLAN OF REFUNDING" herein.

(4) Subject to annual appropriation.

(5) Rounded to nearest thousand.

Source: Annual Comprehensive Financial Report of The School Board of Broward County, Florida for the Fiscal Year Ended June 30, 2025.

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Budgetary Process

Florida law requires the School Board to adopt in each fiscal year a tentative budget and a final budget, each of which is required to be balanced with available funds. Revenues derived from ad valorem property taxes are budgeted, as required by Florida law, on the application of millage levies to 96% of the non-exempt assessed valuation of property in Broward County.

The Superintendent is responsible for recommending the tentative budget to the School Board. Florida law further requires the School Board to advertise its intent to adopt the tentative budget, including a proposed tax millage, within 29 days after certification of taxable property by the Property Appraiser, which is required by law to occur by July 1, unless extended.

The School Board is required to hold a public hearing on the tentative budget and the proposed tax millage within five days, but not earlier than two days, after advertisement. At the hearing, the School Board adopts a tentative budget and a resolution stating the millage rate to be levied, and sets the date for the public hearing on the final budget. Following the hearing on the tentative budget, all property owners are notified by the County Property Appraiser, usually in mid-August, of the date, time and place of the hearing on the final budget; the proposed millage rate; and the millage rate which would have had to be levied to raise the same ad valorem property tax revenue as was raised in the preceding year.

A public hearing and adoption of the final budget and tax millage are required within 80 days, but not earlier than 65 days, after the taxable property certification by the County Property Appraiser. This public hearing usually occurs early in September. The final public hearing for adoption of the Fiscal Year 2025-26 budget was held on September 9, 2025.

In no event may the millage rate adopted at the final budget hearing exceed the millage rate adopted at the tentative budget hearing unless each taxpayer within the District is sent notice by mail of the taxes under the tentative adopted millage rate and the taxes under the higher rate to be adopted at the final budget hearing. The final budget is submitted to the Department of Education of the State of Florida. After the final budget hearing, the School Board must certify the final millage rate to the County Tax Collector, the County Property Appraiser and the State Department of Revenue. See "AD VALOREM TAX PROCEDURES" herein.

State Budget

A large portion of the District's funding is derived from State sources. A significantly large percentage of such State revenues is generated from the levy of the State sales tax. The amounts budgeted for distribution from the State to the District are subject to change in the event that projected revenues are not realized.

On June 30, 2025, Governor DeSantis approved the State education budget for State Fiscal Year 2025-26, which commenced July 1, 2025, providing for an approximately $945 million or 3.31% increase in State and local FEFP funding for K-12 public schools over State Fiscal Year 2024-2025, reflecting a per-pupil increase of approximately $143 per student or 1.59% over Fiscal Year 2024-2025. The adopted education budget allocates approximately $3.8 billion for funding of the State's expanded voucher/scholarship programs pursuant to HB 1 as part of State FEFP funding. See "RECENT GOVERNMENT ACTIONS AND OTHER EVENTS AFFECTING DISTRICT REVENUES – Legislative Changes Relating to School Choice" herein. However, such funds will be withheld from each school district's FEFP distributions based on the forecasted scholarship students for each school district. For the District, the estimated amount to be withheld is approximately $325.6 million. Based upon the second FEFP calculation, the estimated increase for the District is approximately $56.9 million (inclusive of charter

school students and voucher/scholarship students) in State and local FEFP funds over Fiscal Year 2024-25. However, there can be no assurance that funding for K-12 public schools will increase exactly as provided for in the approved budget.

Based on the legislatively adopted budget for State fiscal year 2025–26, the District anticipates a reduction in State FEFP funding driven by an overall decrease in State funding levels and a projected decline in enrollment within District-operated schools. Since the 2017-18 school year, District student enrollment has decreased by approximately 13 percent, or 30,000 students. Enrollment for District-operated schools in 2025-26 is projected to decline by an additional 9,000 students compared to 2024-25. The combined effect of reduced FEFP revenues and rising operating costs is projected to result in a negative financial impact to the District in excess of $90 million. In response, the District is evaluating and implementing a series of cost-containment measures, including a hiring freeze for central office positions, adjustments to teacher work hours, administrative staffing efficiencies, consolidation of under-enrolled schools, and alignment of staffing levels with student enrollment trends. On March 13, 2025, the School Board approved the Superintendent's 2025-26 organizational chart, which included a reduction in central office positions. Subsequently, on December 8, 2025, the Superintendent announced the immediate implementation of a hard hiring freeze, travel freeze, and overtime reductions. Notwithstanding these financial pressures, the School Board does not anticipate that reductions in State FEFP funding will adversely affect the District's ability to meet its debt service obligations on the Bonds.

Recently, the District has experienced increased internal and external scrutiny regarding its finances and operations, including public statements by the Governor alleging mismanagement. In response, members of the School Board have publicly expressed support for a review by the State's Department of Government Efficiency ("DOGE") team. To date, DOGE has not indicated whether or when it will conduct a review of the District's finances. In the interim, the District continues to fully comply with all financial reporting, transparency, and accountability requirements of the Florida Department of Education and all applicable state oversight agencies.

[INSERT FY 2027 BUDGET DISCLOSURE**]**

SELECTED FINANCIAL INFORMATION

Following is selected financial information regarding the District. For more detailed financial information concerning the District, see "APPENDIX B - EXCERPTED PAGES FROM THE ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR FISCAL YEAR ENDED JUNE 30, 2025."

General

The Association of School Business Officials International has awarded the District a Certificate of Excellence in Financial Reporting for the past 42 consecutive years and, for the last 29 consecutive years, the District has received a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada. Both awards are given to recognize the high quality of financial reporting undertaken by the District.

The financial and accounting procedures of the District are designed to conform to generally accepted accounting principles applied to governmental units. The District's accounting system is organized on the basis of funds. Resources are allocated to and accounted for in individual funds based on the purpose for which they are to be spent and the means by which spending activities are controlled. The accounts for the governmental fund types are maintained on a modified accrual basis of accounting,

whereby revenues are recognized when they become available and measurable and expenditures are recorded in the accounting period in which the liability is incurred, if measurable, except unmatured interest on general long-term debt, which is recognized when the interest is due. The internal service funds are maintained on the accrual basis of accounting, whereby revenues are recognized when earned and expenses are recognized when incurred. Agency funds, accounted on the accrual basis, are purely custodial in nature (assets equal liabilities) and as such, do not have a measurement focus.

The District's governmental funds are used to account for the programs and activities of the governmental functions of the District. The General Fund serves as the primary operating fund of the District. Local ad valorem taxes, Florida Education Finance Program ("FEFP") funds and selected State categorical programs constitute the primary resources of the General Fund. The Special Revenue Funds of the District are used to account for the proceeds of specific revenue sources (other than major capital projects) that are legally restricted or committed to expenditures for specific purposes. Major sources of revenue for these funds are federal grants and food sales. The Debt Service Funds of the District are used to account for the payment of interest and principal on general long-term debt. Major sources of revenue for these funds include the voter-approved millage levy, non-voted special millage levy and the State Board of Education revenue. Capital Project Funds of the District are used to account for financial resources to be used for the acquisition or construction of major capital facilities and equipment. Major sources of revenue for these funds are local ad valorem taxes, educational impact fees, and State distributions.

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Revenues and Expenditures

The following table shows revenues, expenditures and changes in fund balances for all governmental fund types, on a combined and condensed basis, for the Fiscal Years shown below.

School District of Broward County, Florida
Statement of Revenues, Expenditures and Changes in Fund Balance – All Government Fund Types[1]
(In Thousands)
For the Fiscal Years Ended June 30

	Audited				Budgeted
	2022	2023	2024	2025	2026
REVENUES:					
Local Sources:					
Ad Valorem Taxes	$1,467,473	$1,570,451	$1,916,950	$2,023,935	$2,161,112
Food Sales	2,069	7,884	3,880	3,718	17,679
Interest Income	(9,607)	31,758	66,583	75,901	11,000
Other	110,669	101,622	107,422	87,415	183,195
Total Local Sources	1,570,604	1,711,715	2,094,835	2,190,969	$2,372,986
State Sources:					
Florida Education Finance Program	707,104	755,353	741,151	728,970	649,173
Public Education Capital Outlay	-	-	-	-	-
Food Services	-	-	-	-	-
Classroom for Kids	-	-	-	-	-
Discretionary Lottery Funds	-	-	-	-	-
Categorical Programs and Other	400,462	438,602	405,025	411,678	398,121
Total State Sources	1,107,566	1,193,955	1,146,176	1,140,648	1,047,295
Federal Sources:					
Food Service	107,414	91,404	97,566	100,485	107,242
Grants and Other	539,034	508,104	469,238	392,695	231,776
Total Federal Sources	646,448	599,508	566,804	493,180	339,018
TOTAL REVENUES	3,324,618	3,505,178	3,807,815	3,824,797	3,759,299
EXPENDITURES:					
Current Operating:					
Instructional Services	1,804,696	1,896,069	2,064,303	2,061,801	2,013,599
Instructional Support Services	348,512	345,938	374,920	385,296	336,874
Pupil Transportation Services	93,576	98,865	105,209	106,461	99,453
Operation and Maintenance of Plant	294,993	329,824	333,287	388,357	330,098
School Administration	156,570	156,880	166,177	164,106	155,404
General Administration	170,948	164,932	176,750	173,132	244,250
Food Services	104,548	116,298	127,856	132,403	146,868
Community Services	-	-	-	-	11,838
Total Current Operating	2,973,843	3,108,806	3,348,502	3,411,556	3,338,384
Debt Service:					
Principal Retirement	121,982	132,374	187,188	143,130	151,223
Interest Charges	91,933	110,877	107,155	177,435	91,682
Total Debt Service	213,915	243,251	294,343	320,565	242,905
Capital Outlay:					
Facilities Acquisition & Construction-Non-Capitalized	35,437	32,719	32,006	35,673	
Facilities Acquisition & Construction-Capitalized	280,184	290,624	375,505	358,171	[2]
Total Capital Outlay	315,621	323,343	407,511	393,844	817,858
TOTAL EXPENDITURES	3,503,379	3,675,400	4,050,356	4,125,965	4,399,147
Excess of Revenues Over (Under) Expenditures	(178,761)	(170,222)	(242,541)	(301,168)	(639,848)
Other Financing Sources (Uses):					
Proceeds of Bonds Sold	262,730	-	-	-	-
Premium on Refunding Bonds	-	-	-	-	-
Proceeds of Refunding Bonds Issued	-	-	-	69,455	-
Proceeds of Certificates Of Participation	151,260	-	-	207,420	-
Certificates of Participation Refunding Issues	65,765	-	-	-	-
Premium (Discount) on Long-Term Debt Issued	58,762	-	-	17,607	-
Capital Leases	40,547	-	-	40,383	-
Equipment Finance Agreements	-	4,604	11,077	-	116,309
Proceeds from Sale of Capital Assets	20,509	4,883	767	6,172	-
Proceeds of Loss Recovery	-	23,774	5,964	1,956	-
Payments to Refunded Bond Escrow Agents	(74,869)	-	-	(222,499)	-
Transfers In	317,003	354,958	357,379	417,552	396,275
Transfers Out	(316,982)	(354,958)	(357,379)	(417,552)	(396,275)
Total Other Financing Sources (Uses)	524,725	33,261	17,808	120,494	116,309
Net Change in Fund Balances	$345,964	$(136,961)	$(224,733)	$(180,674)	$(523,539)

[1] Includes General, Special Revenue, Debt Service and Capital Projects Funds. Totals may not add due to rounding.
[2] Reflects budgeted capital outlay expenditures to be expended over the next three fiscal years, commencing with Fiscal Year 2025-26.
Source: Annual Comprehensive Financial Report of The School Board of Broward County, Florida for the Fiscal Year Ended June 30, 2025; Budget figures provided by Broward County Public Schools Budget Office.

The following table shows revenues, expenditures and changes in fund balances for the General Fund for the Fiscal Years shown below (in thousands).

School District of Broward County, Florida
Statement of Revenues, Expenditures and Changes in Fund Balance - General Fund
(In Thousands)
For the Fiscal Years Ended June 30

	Audited				Budgeted
	2022	2023	2024	2025	2026
REVENUES:					
Local Sources:					
Ad Valorem Taxes	$1,094,137	$1,138,748	$1,427,350	$1,506,026	$1,606,378
Interest Income And Other	66,020	88,354	111,237	102,234	74,366
Total Local Sources	1,160,157	1,227,102	1,538,587	1,608,260	$1,680,744
State Sources:					
Florida Education Finance Program	707,104	755,353	741,151	728,970	974,724
Other	352,333	380,423	359,901	360,754	334,130
Total State Sources	1,059,437	1,135,776	1,101,052	1,089,724	1,308,854
Federal Sources:					
Other	15,644	15,999	15,060	13,117	13,997
Total Federal Sources	15,644	15,999	15,060	13,117	13,997
Total Revenues	2,235,238	2,378,877	2,654,699	2,711,101	3,003,595
EXPENDITURES:					
Instructional Services	1,473,312	1,591,025	1,747,175	1,788,628	2,214,111
Pupil Instructional Support Services	227,033	245,679	290,211	301,751	260,514
Pupil Transportation Services	90,682	95,017	101,804	104,698	98,955
Operation and Maintenance	287,239	319,453	331,226	387,558	329,242
School Administration	150,921	152,243	162,597	163,435	154,915
General Administration	114,461	138,222	155,572	157,237	127,290
Food Services	511	641	35	-	-
Capital Outlay	11,239	19,749	26,800	36,818	20,145
Debt Service	679	3,010	7,825	6,889	11,657
Total Expenditures	2,356,077	2,565,039	2,823,245	2,947,014	3,216,829
Excess (Deficiency) of Revenues Over (Under) Expenditures	(120,839)	(186,162)	(168,546)	(235,913)	(213,234)
OTHER FINANCING SOURCES (USES):					
Loss Revenues	-	720	-	-	-
Capital Lease	-	-	-	-	-
Equipment Finance Agreements	4,723	4,604	11,077	13,779	-
Operating Transfers In	133,429	156,352	166,319	230,264	213,056
Operating Transfers Out	(415)	(2,750)	(712)	(1,222)	(40)
Total Other Financing Sources (Uses)	137,737	158,926	176,684	242,821	213,016
Excess (Deficiency) of Revenues and Other Sources Over (Under) Expenditures and Other Uses	16,898	(27,236)	8,138	6,908	(218)
Adjustment to conform with GAAP:	-	-	-	-	-
Fund Balances, Beginning of Year	$201,250	$218,148	$190,912	$199,050	$205,958
Fund Balances, End of Year	$218,148	$190,912	$199,050	$205,958	$205,740

Source: Annual Comprehensive Financial Report of The School Board of Broward County, Florida for the Fiscal Year Ended June 30, 2025; 2025-2026 Budgeted figures provided by Broward County Public Schools Budget Office.

General Fund Ending Balance Guidelines

Section 1011.051, Florida Statutes, entitled "Guidelines for general funds" requires that if a school district's General Fund ending balance not classified as restricted, committed or nonspendable in the approved operating budget is projected to fall below three percent (3%) of projected General Fund revenues, the Superintendent shall provide written notification to the district school board and the Commissioner of Education. The section further requires that if the General Fund ending balance not classified as restricted, committed or nonspendable is projected to fall below two percent (2%) of projected General Fund revenues, the Superintendent shall provide written notification to the district school board and the Commissioner of Education. Within 14 days after receiving such notification of an ending balance below two percent (2%), if the Commissioner determines that the district does not have a plan that is reasonably anticipated to avoid a financial emergency as determined pursuant to Florida Statutes pertaining thereto, the Commissioner shall appoint a financial emergency board that may take certain delineated steps to assist a district school board in complying with the General Fund requirements. In Fiscal Year 2023-24, the District's General Fund ending balance not classified as restricted, committed or nonspendable was 3.58% of General Fund Revenues. In Fiscal Year 2024-25, the District's General Fund ending balance not classified as restricted, committed or nonspendable was 4.23% of General Fund Revenues and for Fiscal Year 2025-2026 is budgeted to be 3.83% of General Fund Revenues.

LITIGATION

There is no litigation now pending or threatened (i) to restrain or enjoin the issuance of the Series 2026 Bonds; (ii) questioning or affecting the validity of the Series 2026 Bonds, the Resolution or the pledge by the District under the Resolution; or (iii) questioning or affecting the validity of any of the proceedings for the authorization, sale, execution or delivery of the Series 2026 Bonds.

Between September 2023 and April 2024, the School Board faced several lawsuits from charter schools over the distribution of referendum revenue from 2018 to 2022, with the charter schools seeking their alleged proportionate share of revenues from the additional voted millage based on full-time equivalent student enrollment. See "AD VALOREM TAXATION - Millage Set by Local Governing Body - District Millage Rates" herein. On March 7, 2024, the Florida Department of Education notified the Superintendent that an investigation was opened into the District's compliance with State law regarding sharing revenue from the referendum held in 2018 with charter schools in the District. On March 19, 2024, the Florida Commissioner of Education found probable cause that the District was non-compliant and recommended that the State Board of Education require the District to approve and implement a payment plan for charter schools by the start of the 2024-25 school year, with full payment by December 31, 2024, or a later agreed-upon date. The parties settled the claims by agreeing that the District would make three payments totaling approximately $108 million to the charter schools in the District. The settlement agreement was approved by the School Board on June 18, 2024, and provides the District pay charter schools $31.9 million by July 10, 2024, $35.9 million by July 10, 2025, and the remaining $40.4 million by July 10, 2026. The District agreed that $67 million would be paid from referendum dollars approved by voters in 2022 (which was a renewal of the referendum from 2018 for four additional years) and the interest of $41 million would be paid from the District's general fund. Additionally, the School Board considered allocating approximately $14 million over three years to additional charter schools which were not actively involved in litigation. This would increase the total amount paid to charter schools over the three-year period to approximately $123 million. The General Counsel's office, based on the District's Chief Financial Officer's representations, asserts that the impact of the second payment has been built into the Fiscal Year 2025-26 budget approved by the School Board in September 2025.

The District is involved in certain litigation and disputes incidental to its operations. Upon the basis of information presently available, the General Counsel Office and Risk Management Administration to the Board believe that there are substantial defenses to such litigation and disputes and that, in any event, any ultimate liability, in excess of applicable insurance coverage, resulting therefrom will not materially adversely affect the financial position or results of operations of the District.

INDEPENDENT AUDITORS

The Basic Financial Statements of the School Board as of and for the year ended June 30, 2025 included in this Official Statement have been audited by Forvis Mazars, LLP, independent certified public accountants, as stated in their report appearing in "APPENDIX B – EXCERPTED PAGES FROM THE ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR FISCAL YEAR ENDED JUNE 30, 2025" herein. Such financial statements are the most recently audited financial statements of the District. The independent auditors did not audit the financial statements of the discretely presented component units. Those financial statements were audited by other auditors whose reports thereon have been furnished to the independent auditor and the independent auditor's opinion, insofar as it relates to the amounts included for discretely presented component units, is based solely on the reports of other auditors. Forvis Mazars, LLP has not participated in the offering of the Series 2026 Bonds.

The budgeted figures set forth in this Official Statement reflect the School Board's final budget which was adopted on September 9, 2025. The School Board may amend its final budget from time to time in accordance with applicable law.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder (the "Disclosure Act") require that the District make full and fair disclosures of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served only as a conduit remarketing such as industrial development or private activity bonds issued on behalf of private businesses). The District is not, and since December 31, 1975 has not been, in default as to principal of and interest on any of its bonds or other debt obligations.

LEGAL MATTERS

Certain legal matters in connection with the authorization, execution, delivery and sale of the Series 2026 Bonds are subject to the approving legal opinions of Greenberg Traurig, P.A., Miami, Florida, and Edwards & Feanny, P.A., Miami, Florida, Co-Bond Counsel. The proposed form of such opinions is included as "APPENDIX D – FORM OF OPINION OF CO-BOND COUNSEL" herein. Co-Bond Counsels' opinions are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Co-Bond Counsel as of the date thereof. Co-Bond Counsel assumes no duty to update or supplement their opinions to reflect any facts or circumstances that may thereafter come to Co-Bond Counsels' attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Co-Bond Counsels' opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or the courts; rather, such opinions represent Co-Bond Counsels' professional judgment based on their review of existing law, and in reliance on the representations and covenants that they deem relevant to such opinions.

Certain legal matters relating to disclosure will be passed upon for the School Board by Nabors, Giblin & Nickerson, P.A., Tampa, Florida, and Law Offices Thomas H. Williams Jr., P.L., Miami, Florida, Co-Disclosure Counsel. Certain legal matters will be passed upon by Kathelyn Jacques-Adams, Esquire, Interim General Counsel to the District. Greenberg Traurig, P.A., Tallahassee, Florida is serving as Counsel to the Underwriter.

TAX EXEMPTION

[To be reviewed by Co-Bond Counsel**]**

The Internal Revenue Code of 1986, as amended (the "Code"), includes requirements which the District must continue to meet after the issuance of the Series 2026 Bonds in order that the interest on the Series 2026 Bonds be and remain excludable from gross income for federal income tax purposes. The District's failure to meet these requirements may cause the interest on the Series 2026 Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2026 Bonds. The District has covenanted in the Resolution to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Series 2026 Bonds.

In the opinion of Bond Counsel, assuming the accuracy of certain representations and certifications of the District and continuing compliance by the District with the tax covenants referred to above, under existing statutes, regulations, rulings and court decisions, (i) the interest on the Series 2026 Bonds is excludable from gross income for federal income tax purposes; (ii) interest on the Series 2026 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals; and (iii) in the case of the alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), interest on the Series 2026 Bonds is not excluded from the determination of adjusted financial statement income. Bond Counsel is further of the opinion that the Series 2026 Bonds and the interest thereon are not subject to taxation under the laws of the State, except as to estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income, or profits on debt obligations owned by corporations as defined in said Chapter 220. Bond Counsel will express no opinion as to any other tax consequences regarding the Series 2026 Bonds. Prospective purchasers of the Series 2026 Bonds should consult their own tax advisors as to the status of interest on the Series 2026 Bonds under the tax laws of any state other than Florida.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the receipt or accrual of the interest on the Series 2026 Bonds, or the ownership or disposition of the Series 2026 Bonds. Prospective purchasers of Series 2026 Bonds should be aware that the ownership of Series 2026 Bonds may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry the Series 2026 Bonds, (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by the applicable statutory percentage of certain items, including the interest on the Series 2026 Bonds, (iii) the inclusion of the interest on the Series 2026 Bonds in the earnings of certain foreign corporations doing business in the United States for purposes of a branch profits tax, (iv) the inclusion of the interest on the Series 2026 Bonds in the passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year and (v) the inclusion of interest on the Series 2026 Bonds in the determination of the taxability of certain Social Security and Railroad Retirement benefits to certain recipients of such benefits. The nature and extent of the other tax consequences described above will depend on the particular tax status and situation of each owner of the Series 2026 Bonds. Prospective purchasers of the Series 2026 Bonds should consult their own tax advisors as to the impact of these and any other tax consequences.

Bond Counsel's opinion is based on existing law, which is subject to change. Such opinion is further based on factual representations made to Bond Counsel as of the date hereof. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of a particular result, and are not binding on the IRS or the courts; rather, such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

Original Issue Discount and Premium

Certain of the Series 2026 Bonds ("Discount Bonds") may be offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Bond determined under Code Section 1273 or 1274 (*i.e.*, for obligations issued for money in a public offering, the initial offering price to the public (other than to bond houses and brokers) at which a substantial amount of the obligation of the same maturity is sold pursuant to that offering). For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Bond (i) is interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Series 2026 Bonds, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Bond.

Certain of the Series 2026 Bonds ("Premium Bonds") may be offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity (or earlier for certain Premium Bonds callable prior to maturity). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually (or over a shorter permitted compounding interval selected by the owner). No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity) or other disposition of a Premium Bond, the owner's tax basis in the Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond.

Owners of Discount and Premium Bonds should consult their own tax advisers as to the determination for federal income tax purposes of the amount of OID or bond premium properly accruable in any period with respect to the Discount or Premium Bonds and as to other federal tax consequences and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.

Possibility of Future Changes in Tax Law

From time to time, there are legislative proposals suggested, debated, introduced or pending in Congress or in the State legislature that, if enacted into law, could alter or amend one or more of the federal tax matters, or state tax matters, respectively, described above, including, without limitation, the excludability from gross income of interest on the Series 2026 Bonds, adversely affect the market price or marketability of the Series 2026 Bonds, or otherwise prevent the holders from realizing the full current benefit of the status of the interest thereon. It cannot be predicted whether or in what form any such proposal

may be enacted, or whether, if enacted, any such proposal would affect the Series 2026 Bonds. Prospective purchasers of the Series 2026 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Series 2026 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2026 Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2026 Bonds, under certain circumstances, to "backup withholding" at the rates set forth in the Code, with respect to payments on the Series 2026 Bonds and proceeds from the sale of Series 2026 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2026 Bonds. This withholding generally applies if the owner of Series 2026 Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2026 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

ENFORCEABILITY OF REMEDIES

The remedies available to the holders of the Series 2026 Bonds upon a monetary or covenant default under the Resolution are in many respects based upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code, the remedies specified by the Federal bankruptcy code, the Resolution and the Series 2026 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2026 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments, by limitations imposed by general principles of equity, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

RATINGS

[In the event any of the Series 2026 Bonds are insured, S&P Global Ratings, a business unit of Standard and Poor's Financial Services LLC ("S&P"), is expected to assign a rating of "___" (_____ outlook) to the insured Series 2026 Bonds with the understanding that upon delivery of the Series 2026 Bonds, the Policy will be issued by **[**INSURER SHORT NAME**]**. Additionally,**]** Moody's Ratings ("Moody's") and Fitch Ratings, Inc. ("Fitch") have assigned underlying ratings of "___" (_____ outlook) and "___" (_____ outlook), respectively, to the Series 2026 Bonds without regard to the Policy. **[**An explanation of the rating and outlook given by S&P may be obtained from S&P at 55 Water Street, New York, New York 10041, (212) 438-2124.**]** An explanation concerning the significance of the rating and outlook given by Moody's may be obtained from Moody's at 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, (212) 553-0300. An explanation of the rating and outlook given by Fitch may be obtained from Fitch at 33 Whitehall Street, New York, New York 10004, (212) 908-0500. Certain information and materials concerning the Series 2026 Bonds, the School Board and the District were

furnished to Moody's and Fitch by the School Board. Any of the rating services may raise, lower or withdraw its rating or outlook at any time. If a downward change or withdrawal should occur, it could have an adverse effect on the resale price of the Series 2026 Bonds.

MUNICIPAL ADVISOR

The School Board has retained PFM Financial Advisors LLC, Orlando, Florida as municipal advisor with respect to the planning, structuring, execution and issuance of the Series 2026 Bonds (the "Municipal Advisor"). The Municipal Advisor will receive fees for services provided in connection with the issuance of the Series 2026 Bonds, which fees are contingent upon the issuance of the Series 2026 Bonds. The Municipal Advisor is not obligated to undertake and has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

PFM Financial Advisors LLC is an independent municipal advisory firm and is not engaged in the business of underwriting, trading or distributing municipal or other public securities.

UNDERWRITING

The Series 2026 Bonds are being purchased by J.P. Morgan Securities LLC (the "Underwriter"), at an aggregate purchase price of $_____ (which represents the $_____ aggregate principal amount of the Series 2026 Bonds plus a bond premium of $_____ and less an Underwriter's discount of $_____). The offer of the Underwriter to purchase the Series 2026 Bonds provides for the purchase of all of the Series 2026 Bonds if any are purchased. The Series 2026 Bonds may be reoffered and sold by the Underwriter to bond houses, brokers or similar persons or organizations acting in the capacity of Underwriter or wholesalers at prices that are lower than, or yields that are greater than, the stated public offering price or yield shown on the inside cover page hereof. After the initial public offering, the offering price or yield may be changed from time to time by the Underwriter.

J.P. Morgan Securities LLC ("JPMS"), the Underwriter of the Series 2026 Bonds, has entered into negotiated dealer agreements (each, a "Dealer Agreement") with each of Charles Schwab & Co., Inc. ("CS&Co.") and LPL Financial LLC ("LPL") for the retail distribution of certain securities offerings at the original issue prices. Pursuant to each Dealer Agreement, each of CS&Co. and LPL may purchase Series 2026 Bonds from JPMS at the original issue price less a negotiated portion of the selling concession applicable to any Series 2026 Bonds that such firm sells.

The Underwriter and its affiliates are full-service financial institutions engaged in various activities that may include securities trading, commercial and investment banking, municipal advisory, brokerage, and asset management. In the ordinary course of business, the Underwriter and its affiliates may actively trade debt and, if applicable, equity securities (or related derivative securities) and provide financial instruments (which may include bank loans, credit support or interest rate swaps). The Underwriter and its affiliates may engage in transactions for their own accounts involving the securities and instruments made the subject of this securities offering or other offering of the School Board. The Underwriter and its affiliates may make a market in credit default swaps with respect to municipal securities in the future. The Underwriter and its affiliates may also communicate independent investment recommendations, market color or trading ideas and publish independent research views in respect of the Series 2026 Bonds or other offerings of the School Board.

Co-Bond Counsel and Co-Disclosure Counsel may, from time-to-time, serve as counsel to the Underwriter on matters unrelated to the issuance of the Series 2026 Bonds.

CONTINGENT FEES

The School Board has retained Co-Bond Counsel, Municipal Advisor and Co-Disclosure Counsel with respect to the issuance and delivery of the Series 2026 Bonds. Payment of the fees of such professionals are each completely contingent upon the issuance of the Series 2026 Bonds.

FORWARD LOOKING STATEMENTS

This Official Statement contains certain "forward-looking statements" concerning the School Board's or the District's operations, performance and financial condition, including its future economic performance, plans and objectives and the likelihood of success in developing and expanding. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties, many of which are beyond the control of the School Board or District. The words "may," "would," "could," "budget," "will," "expect," "anticipate," "believe," "intend," "plan," "estimate" and similar expressions are meant to identify these forward-looking statements. Actual results may differ materially from those expressed or implied by these forward-looking statements.

CONTINUING DISCLOSURE

The School Board has covenanted and undertaken for the benefit of the holders of the Series 2026 Bonds to provide certain financial information and operating data relating to the District and the Series 2026 Bonds in each year (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. Such covenant shall only apply so long as the Series 2026 Bonds remain outstanding. The undertaking shall also terminate upon the termination of the continuing disclosure requirements of S.E.C. Rule 15c2-12(b)(5) (the "Rule") by legislative, judicial or administrative action. The Annual Report will be filed by the School Board with the Municipal Securities Rulemaking Board via its Electronic Municipal Market Access ("EMMA") system described in the Form of Disclosure Dissemination Agent Agreement attached hereto as APPENDIX E. The notices of material events will be filed by the School Board with EMMA. The specific nature of the information to be contained in the Annual Report and the notices of material events are described in "APPENDIX E – FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT." These undertakings have been made in order to assist the Underwriter in complying with the Rule.

Due to an administrative oversight, the School Board failed to timely file notices related to the incurrence of various financial obligations since February 2020, as required by certain of the Disclosure Dissemination Agent Agreements to which the School Board is a party. The School Board corrected such failure on May 18, 2023 by filing a notice summarizing the various financial obligations for which it previously failed to file timely notices as required under such existing Disclosure Dissemination Agent Agreements.

AUTHORIZATION OF AND CERTIFICATION CONCERNING OFFICIAL STATEMENT

The delivery of this Official Statement has been duly authorized by the School Board. At the time of delivery of the Series 2026 Bonds, the Chair or Vice Chair of the School Board will furnish a certificate to the effect that he or she has no knowledge or reason to believe that the information in this Official Statement (other than information provided by DTC), as of its date and as of the date of delivery of the

Series 2026 Bonds, makes any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made herein, in light of the circumstances under which they are made, not misleading.

[Remainder of page intentionally left blank]

MISCELLANEOUS

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Series 2026 Bonds, the security for the payment of the Series 2026 Bonds and the rights and obligations of the holders of the Series 2026 Bonds.

The information contained in this Official Statement has been compiled from sources deemed to be reliable, and while not guaranteed as to completeness or accuracy, is believed to be correct as of this date.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of the Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof.

Further information regarding the District is available upon request from Ivan Perrone, Treasurer, Treasurer's Office, The School Board of Broward County, Florida, 600 Southeast Third Avenue, 2nd Floor, Fort Lauderdale, Florida 33301 (Phone: (754) 321-1980; Fax (754) 321-1981) or during the offering period for the Series 2026 Bonds, from the Municipal Advisor: PFM Financial Advisors LLC, 200 South Orange Avenue, Suite 760, Orlando, Florida 32801 (email: howel@pfm.com).

SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA

By: _____
Chair, The School Board of Broward County, Florida

By: _____
Superintendent of Schools and Secretary to The School Board of Broward County, Florida

APPENDIX A

GENERAL INFORMATION CONCERNING BROWARD COUNTY, FLORIDA

APPENDIX B

EXCERPTED PAGES FROM THE
ANNUAL COMPREHENSIVE FINANCIAL REPORT
OF THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
FOR THE FISCAL YEAR ENDED JUNE 30, 2025

APPENDIX C

COPY OF RESOLUTION

APPENDIX D

FORM OF OPINION OF CO-BOND COUNSEL

APPENDIX E

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

APPENDIX F

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

EXHIBIT D

FORM OF 15c2-12 CERTIFICATE

"DEEMED FINAL" CERTIFICATE PURSUANT TO RULE 15c2-12 UNDER THE SECURITIES EXCHANGE ACT OF 1934

$[_____]*

GENERAL OBLIGATION SCHOOL REFUNDING BONDS, SERIES 2026

The undersigned hereby certifies and represents that he is the duly appointed Treasurer of the School District of Broward County, Florida (the "School District") and is authorized to execute and deliver this Certificate, and further certifies on behalf of the School District as follows:

(i) This Certificate is delivered to enable the School District to comply with Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule") in connection with the offering and sale of $[_____]* aggregate principal amount of General Obligation School Refunding Bonds, Series 2026 referred to above (the "Series 2026 Bonds").

(ii) In connection with the offering and sale of the Series 2026 Bonds, there has been prepared a Preliminary Official Statement, dated the date hereof, setting forth information concerning the Series 2026 Bonds, The School Board of Broward County, Florida and the School District (the "Preliminary Official Statement").

(iii) As used herein, "Permitted Omissions" shall mean the offering price, interest rate, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, the identity of the Underwriters, and other terms of the Series 2026 Bonds depending on such matters.

(iv) The undersigned hereby deems the Preliminary Official Statement "final" as of its date, within the meaning of the Rule, except for the Permitted Omissions, and the information therein is accurate and complete except for the Permitted Omissions.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this ___ day of _____, 2026.

SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA

By: *Do Not Sign*_____
Ivan Perrone, Treasurer

*Preliminary, subject to change

EXHIBIT E

FORM OF DISCLOSURE AGREEMENT

DISCLOSURE DISSEMINATION AGENT AGREEMENT

SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA
$[PAR AMOUNT]
General Obligation School Refunding Bonds, Series 2026

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated as of **[**CLOSING DATE**]**, 2026, is executed and delivered by The School Board of Broward County, Florida, as the governing body of the School District of Broward County, Florida (the "Issuer"), and Digital Assurance Certification LLC, as Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC"), for the benefit of the Holders (hereinafter defined) of the captioned Bonds designated as Series 2026 (the "Bonds" and in order to provide certain continuing disclosure with respect to the Bonds (hereinafter defined) in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule").

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Annual Filing Date" means the date, set forth in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB (as hereinafter defined).

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Annual Report" means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term

is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

"Bonds" means the Bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

"Disclosure Dissemination Agent" means Digital Assurance Certification LLC, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

"Disclosure Representative" means the Treasurer of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"District" means the School District of Broward County, Florida.

"Failure to File Event" means the Issuer's failure to file an Annual Report on or before the Annual Filing Date.

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of an obligation or instrument described in either clause (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical,

mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule.

"Obligated Person" means the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

"Official Statement" means that Official Statement prepared by the Issuer in connection with the Bonds, as listed on Appendix A.

"Voluntary Event Disclosure" means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports. (a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure

Dissemination Agent not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB via the Electronic Municipal Market Access System ("EMMA") not later than 195 days after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2026. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification) no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Failure to File Event has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern Time on the Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then on the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

(i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;

(ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;

(iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;

(iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

1. "Principal and interest payment delinquencies";

2. "Non-Payment related defaults, if material";

3. "Unscheduled draws on debt service reserves reflecting financial difficulties";

4. "Unscheduled draws on credit enhancements reflecting financial difficulties";

5. "Substitution of credit or liquidity providers, or their failure to perform";

6. "Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax-exempt status of the Certificates";

7. "Modifications to rights of securities holders, if material";

8. "Bond calls, if material, and tender offers";

9. "Defeasances";

10. "Release, substitution, or sale of property securing repayment of the securities";

11. "Rating changes";

12. "Bankruptcy, insolvency or receivership or similar event of the Obligated Person";

13. "The consummation of a merger, consolidation or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material";

14. "Appointment of a successor or additional trustee or the change of name of a trustee, if material";

15. "Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material"; and

16. "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties."

(v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as "Failure to provide annual financial information as required" when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. "amendment to continuing disclosure undertaking";

2. "change in obligated person";

3. "notice to investors pursuant to bond documents";

4. "certain communications from the Internal Revenue Service, other than those communications included in the Rule";

5. "secondary market purchases";

6. "bid for auction rate or other securities";

7. "capital or other financing plan";

8. "litigation/enforcement action";

9. "change of tender agent, remarketing agent, or other on-going party";

10. "derivative or other similar transaction"; and

11. "other event-based disclosures";

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. "quarterly/monthly financial information";

2. "change in fiscal year/timing of annual disclosure";

3. "change in accounting standard";

4. "interim/additional financial information/operating data";

5. "budget";

6. "investment/debt/financial policy";

7. "information provided to rating agency, credit/liquidity provider or other third party";

8. "consultant reports"; and

9. "other financial/operating data."

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including, to the extent not set forth in the ACFR (as hereinafter defined):

1. Updates of information in the Official Statement in the tables entitled:

a. "Statement of Revenues, Expenditures and Changes in Fund Balance – All Government Fund Types" and "Statement of Revenues, Expenditures and Changes in Fund Balance - General Fund" as described under the heading "SELECTED FINANCIAL INFORMATION – Revenues and Expenditures";

b. "Net Assessed Value of Taxable Property," "Tax Millage Rates," "Property Tax Levies and Collections" and "Principal Taxpayers" as described under the heading "AD VALOREM TAX PROCEDURES."

(b) If available at the time of such filing, the Audited Financial Statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted auditing standards, and Government Auditing Principles issued by the Comptroller General of the United States. If the Issuer's Audited Financial Statements are not available by the time the Annual Report is required to be filed pursuant to Section 2(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the Audited Financial Statements shall be filed in the same manner as the Annual Report when they become available. Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final Official Statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

The School Board will reserve the right to modify from time to time the specific type of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the School Board; provided that the School Board will agree that any such modification will be done in a manner consistent with the Rule.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements relating to the Bonds reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the interest payments made on the Bonds, or other material events affecting the tax-exempt status of the interest portion of payments made on the Bonds;

7. Modifications to rights of Bond holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Bonds, if material;

11. Rating changes on the Bonds; and

12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following

occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

The Issuer shall, in a timely manner not in excess of ten (10) business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two (2) business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which should be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information, (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with the MSRB, in accordance with Section 2(e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file Voluntary Event Disclosure with the MSRB, from time to time pursuant to a Certification of the

Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Annual Financial Statement, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Annual Financial Statement, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Annual Financial Statement, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of nationally recognized special tax counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification LLC as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to

report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon certifications of the Issuer at all times.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. If the Issuer has given its consent to the use of external counsel, the reasonable fees and expenses of such external counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION LLC, as Disclosure Dissemination Agent

By:_____
Brianna Steger, Senior Vice President

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By:_____
Sarah Leonardi, Chair

EXHIBIT A
NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer:	SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA
Obligated Persons:	School District of Broward County, Florida
Name of Bond Issue:	$[PAR AMOUNT] School District of Broward County, Florida General Obligation School Refunding Bonds, Series 2026
Date of Issuance:	[CLOSING DATE], 2026
Date of Official Statement:	[SALE DATE], 2026
Initial CUSIP Numbers:	See below

SERIES 2026 GENERAL OBLIGATION SCHOOL REFUNDING BONDS:

Initial CUSIP No.

EXHIBIT B
NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA
Obligated Persons:	School District of Broward County, Florida
Name of Bond Issue:	$[PAR AMOUNT] School District of Broward County, Florida General Obligation School Refunding Bonds, Series 2026
Date of Issuance:	[CLOSING DATE], 2026
Date of Official Statement:	[SALE DATE], 2026

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement, dated as of [CLOSING DATE], 2026, between The School Board of Broward County, Florida, as the governing body of the Issuer, and Digital Assurance Certification LLC, as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.

Dated: _____

Digital Assurance Certification LLC, as Disclosure Dissemination Agent, on behalf of the Issuer

_____

cc: School District of Broward County, Florida
Obligated Person

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: **[C1]**

School District of Broward County, Florida

Name of Bond Issue: $**[**PAR AMOUNT**]** School District of Broward County, Florida General Obligation School Refunding Bonds, Series 2026

Issuer's Six-Digit CUSIP Number: **[C2]** 115067

Nine-Digit CUSIP Number(s) of the Bonds to which this event notice relates: **[C3]**

Number of pages of attached material event notice: **[C4]**_____

Description of Notice Event (Check One): **[C5]**

1. ___Principal and interest payment delinquencies
2. ___Non-Payment related defaults, if material
3. ___Unscheduled draws on debt service reserves reflecting financial difficulties
4. ___Unscheduled draws on credit enhancements reflecting financial difficulties
5. ___Substitution of credit or liquidity providers, or their failure to perform
6. ___Adverse tax opinions, IRS notices or events affecting the tax status of the Bonds
7. ___Modifications to rights of Bond holders, if material
8. ___Bond calls, if material, and tender offers
9. ___Defeasances
10. ___Release, substitution, or sale of property securing repayment of the Bonds, if material
11. ___Rating changes
12. ___Bankruptcy, insolvency or receivership or similar event of the Obligated Person
13. ___Merger, consolidation or acquisition of the Obligated Person, if material
14. ___Appointment of a successor or additional trustee, or the change of name of a trustee, if material
15. ___Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material

16. ___Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.
17. ___Failure to provide annual financial information as required **[C6]**

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature: _____

Name: **[C6]** _____ Title: **[C7]** _____

Employer: Digital Assurance Certification LLC Address: **[C8]**_____

City, State, Zip Code: _____

Voice Telephone Number: **[C9]** _____

Date:_____

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" will be sent to the Municipal Securities Rulemaking Board, pursuant to the Disclosure Dissemination Agent Agreement dated as of **[C10] [**CLOSING DATE**]**, 2026 between The School Board of Broward County, Florida, as the governing body of the Issuer, and DAC.

Issuer's and/or Other Obligated Person's Name: **[C1]**

School District of Broward County, Florida

Name of Bond Issue: $**[**PAR AMOUNT**]** School District of Broward County, Florida General Obligation School Refunding Bonds, Series 2026

Issuer's Six-Digit CUSIP Number: **[C2]** 115067

Nine-Digit CUSIP Number(s) of the Bonds to which this event notice relates: **[**C3**]**

Number of pages of attached material event notice: **[C4]**_____

____ Description of Voluntary Event Disclosure (Check One): **[C11]**

1.____"amendment to continuing disclosure undertaking";
2.____"change in obligated person";
3.____"notice to investors pursuant to bond documents";
4.____"certain communications from the Internal Revenue Service";
5.____"secondary market purchases";
6.____"bid for auction rate or other securities";
7.____"capital or other financing plan";
8.____"litigation/enforcement action";
9.____"change of tender agent, remarketing agent, or other on-going party";
10.___"derivative or other similar transaction"; and
11.___"other event-based disclosures."

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

_____

Name: **[C6]** _____ Title: **[C7]** _____

Employer: Digital Assurance Certification LLC Address: **[C8]**_____

City, State, Zip Code: _____

Voice Telephone Number: **[C9]** _____

Date:_____

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the Municipal Securities Rulemaking Board, pursuant to the Disclosure Dissemination Agent Agreement dated as of **[C9]** **[**CLOSING DATE**]**, 2026 between The School Board of Broward County, Florida, as the governing body of the Issuer, and DAC.

Issuer's and/or Other Obligated Person's Name: **[C1]**

School District of Broward County, Florida

Name of Bond Issue: $**[**PAR AMOUNT**]** School District of Broward County, Florida General Obligation School Refunding Bonds, Series 2026

Issuer's Six-Digit CUSIP Number: **[C2]** 115067

Nine-Digit CUSIP Number(s) of the Bonds to which this event notice relates: **[C3]**

Number of pages of attached material event notice: **[C4]**_____

____ Description of Voluntary Financial Disclosure (Check One): **[C12]**

1.____"quarterly/monthly financial information";
2.____"change in fiscal year/timing of annual disclosure";
3.____"change in accounting standard";
4.____"interim/additional financial information/operating data";
5.____"budget";
6.____"investment/debt/financial policy";
7.____"information provided to rating agency, credit/liquidity provider or other third party";
8.____"consultant reports"; and
9.____"other financial/operating data."

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

_____

Name: **[C6]** _____ Title: **[C7]** _____

Employer: Digital Assurance Certification LLC Address: **[C8]**_____

City, State, Zip Code: _____

Voice Telephone Number: **[C9]**_____

Date:_____

EXHIBIT F

FORM OF ESCROW DEPOSIT AGREEMENT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
acting as the governing body of
the School District of Broward County, Florida

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Escrow Agent

SERIES 2026 ESCROW DEPOSIT AGREEMENT
(Refunding Series 2015 Bonds)

Dated _____ __, 2026

THIS SERIES 2026 ESCROW DEPOSIT AGREEMENT (this "Agreement") is made and entered into as of _____ __, 2026, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA** (the "School Board"), acting as the governing body of the School District of Broward County, Florida (the "District"), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association duly organized and existing under the laws of the United States of America and having corporate trust offices in Fort Lauderdale, Florida, as escrow agent (the "Escrow Agent"). Any capitalized term used herein but not otherwise defined, shall have the meaning assigned thereto in the Bond Resolution.

W I T N E S S E T H:

WHEREAS, pursuant to the terms of Resolution 15-101 (the "Master Resolution") adopted by the Board on December 9, 2014, as amended and supplemented by Resolution No. 15-111 adopted by the Board on May 19, 2015 (the "Series 2015 Resolution" and together with the Master Resolution, the "Prior Bond Resolution"), the District has previously issued its $155,055,000 aggregate principal amount of School District of Broward County, Florida General Obligation School Bonds, Series 2015, of which $36,565,000 remains outstanding (the "Series 2015 Bonds"); and

WHEREAS, in order to provide debt service savings, the Board has decided to current refund the Series 2015 Bonds maturing on and after July 1, 2037, outstanding in the principal amount of $36,565,000 (the "Refunded Bonds") in accordance with Section 12 of the Master Resolution; and

WHEREAS, pursuant to Resolution No. 26-127, adopted by the Board on February 10, 2026 (together with the Prior Bond Resolution, the "Bond Resolution"), the Board has authorized the issuance, sale and delivery of its not exceeding $37,000,000 School District of Broward County, Florida General Obligation School Refunding Bonds, Series 2026 (the "Series 2026 Bonds"), and has authorized the execution and delivery of an Escrow Deposit Agreement between the Board and U.S. Bank Trust Company, National Association, as Escrow Agent, pursuant to which a portion of the proceeds of the Series 2026 Bonds is to be deposited with the Escrow Agent to provide for the payment of the maturing principal or redemption price, as applicable, together with accrued interest on the Refunded Bonds; and

WHEREAS, a portion of the proceeds derived from the sale of the Series 2026 Bonds, together with other District funds, will be applied to the purchase of Government Obligations (as such term is hereinafter defined), which principal amount of Government Obligations, will mature and produce investment income and earnings at such times and in such amounts as will be sufficient together with uninvested cash, to pay, upon optional redemption of the Refunded Bonds on April 30, 2026, all of the unpaid principal of such Refunded Bonds, together with interest thereon until the date of such optional redemption; and

WHEREAS, a portion of the proceeds derived from the sale of the Series 2026 Bonds, together with other legally available moneys of the District, will be applied to the purchase of Government Obligations (as such term is hereinafter defined), which principal amount of

Government Obligations will mature and produce investment income and earnings at such times and in such amounts as will be sufficient, together with cash held uninvested, to pay the Refunded Bonds to their Redemption Date (as hereinafter defined) and to pay the Redemption Price of the Refunded Bonds on the Redemption Date, as more particularly described in Schedule B attached hereto; and

WHEREAS, in order to provide for the proper and timely application of the moneys deposited hereunder, the maturing principal amount of the Government Obligations purchased therewith, and investment income and earnings derived therefrom, to the payment of the Refunded Bonds, it is necessary for the District to enter into this Agreement with the Escrow Agent;

NOW, THEREFORE, the District, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the Refunded Bonds and the Redemption Prices thereof on the Redemption Date according to their respective tenors and effects, does by these presents hereby grant a security interest in, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, unto the Escrow Agent and to its successors in the escrow hereby created, and to it and its assigns forever, all and singular the property hereinafter described, to wit:

DIVISION I

All right, title and interest in and to $_____ derived from the proceeds of the Series 2026 Bonds and deposited with the Escrow Agent, of which $_____ is to be invested in Government Obligations described in Schedule C attached hereto, and $____ is to remain in cash upon the issuance and delivery of the Series 2026 Bonds and execution and delivery of this Agreement.

DIVISION II

All right, title and interest in and to (i) the Government Obligations described in Schedule C attached hereto and made a part hereof, and (ii) any Substituted Securities, as defined in Section 2.4.1 hereof, together with the income and earnings thereon.

DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the District or by anyone on its behalf to the Escrow Agent for the benefit of the Refunded Bonds.

DIVISION IV

All property which is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, by the District or by anyone on its behalf, be subject to the pledge hereof.

TO HAVE AND TO HOLD, all and singular, the Escrowed Funds (as such term is hereinafter defined), including all additional property which by the terms hereof has or may become subject to the encumbrances of this Agreement, unto the Escrow Agent, and its successors and assigns, forever in trust, however, for the benefit and security of the holders from time to time of the Refunded Bonds, but if the principal of, redemption premium, if any, and interest on all of the Refunded Bonds shall be fully and promptly paid when due, prior to and upon the maturity or redemption thereof, in accordance with the terms thereof, then this Agreement shall be and become void and of no further force and effect; otherwise the same shall remain in full force and effect, and upon the trusts and subject to the covenants and conditions hereinafter set forth.

ARTICLE I

DEFINITIONS

SECTION 1.1 Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Master Trust Agreement.

"Escrowed Funds," "escrow fund" or "pledged property" shall mean the property, rights and interests described or referred to under Divisions I through IV above.

"Government Obligations" shall mean any obligations which as to both principal and interest constitute non-callable direct obligations of, or non-callable obligations the timely payment of which is fully and unconditionally guaranteed by, the full faith and credit of the United States of America, including bonds or other evidences of indebtedness issued or guaranteed by any agency or corporation which has been or may hereafter be created pursuant to an Act of Congress as an agency or instrumentality of the United States of America to the extent the timely payment of the principal of and interest on which is unconditionally guaranteed by the full faith and credit of the United States of America.

"Redemption Date" shall mean [April 30, 2026].

"Redemption Price" shall mean, an amount equal to 100% of the principal amount of the Refunded Bonds to be prepaid on the Redemption Date.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include

corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II

ESTABLISHMENT OF ESCROW DEPOSIT FUND; FLOW OF FUNDS

SECTION 2.1 Creation of the Series 2015 Escrow Deposit Fund and Deposit of Moneys. There are hereby created and established with the Escrow Agent a special and irrevocable escrow fund designated the "Series 2015 Escrow Deposit Fund" to be held by the Escrow Agent and accounted for separate and apart from other funds of the District and, to the extent required by law, of the Escrow Agent, whether in its capacity as Escrow Agent or otherwise.

Concurrently with the delivery of this Agreement, the District herewith deposits or causes to be deposited with the Escrow Agent and the Escrow Agent acknowledges receipt of immediately available funds for deposit in the Series 2015 Escrow Deposit Fund the amount of $_____ derived from the proceeds of the Series 2026 Bonds, which, based solely on the Verification Report prepared by [Robert Thomas CPA LLC] (the "Verification Report"), the District represents and warrants, when invested in the Government Obligations listed in Schedule C attached hereto, together with $___ held uninvested, will provide moneys sufficient to pay, on the Redemption Date the Redemption Price of, the Refunded Bonds, as set forth in Schedule B attached hereto and made a part hereof; and

Notwithstanding the foregoing, if the amounts deposited in the Series 2015 Escrow Deposit Fund are insufficient to make said payments, the District shall deposit into the Series 2015 Escrow Deposit Fund the amount of any deficiency immediately upon notice from the Escrow Agent, but only on a basis subordinate to the payment of the Outstanding Bonds (as defined in the Master Resolution).

SECTION 2.2 Irrevocable Escrow Created. The deposit of moneys and Government Obligations or other property hereunder in the Series 2015 Escrow Deposit Fund shall constitute an irrevocable deposit of said moneys and Government Obligations and other property hereunder for the benefit of the holders of the Refunded Bonds, subject to the provisions of this Agreement. The holders of the Refunded Bonds shall, subject to the provisions of this Agreement. The holders of the Refunded Bonds shall, subject to the provisions of this Agreement, have an express lien on all moneys and principal of and earnings on the Government Obligations and other property in the Series 2015 Escrow Deposit Fund. The moneys deposited in the Series 2015 Escrow Deposit Fund and the matured principal of the Government Obligations and other property hereunder and the interest thereon shall be held in trust by the Escrow Agent, and shall be transferred in the necessary amounts as hereinafter set forth, for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds as the same become due and payable, and upon the optional redemption thereof on the Redemption Date therefor, as specifically set forth in Schedule B hereto.

SECTION 2.3 Purchase of Government Obligations. The Escrow Agent is hereby directed to immediately purchase the Government Obligations listed on Schedule C. The Escrow Agent shall purchase the Government Obligations solely from the moneys deposited in the Series 2015 Escrow Deposit Fund all as provided in Section 2.1 hereof. The Escrow Agent shall apply the moneys deposited in the Series 2015 Escrow Deposit Fund and the Government Obligations purchased therewith, together with all income or earnings thereon, in accordance with the provisions hereof. The Escrow Agent shall have no power or duty to invest any moneys held hereunder or to make substitutions of the Government Obligations held hereunder or to sell, transfer or otherwise dispose of the Government Obligations held hereunder except as provided in this Agreement, nor shall the Escrow Agent have any liability with respect to such investments, including, without limitation, any losses or taxes thereon. In the absence of investment instructions from the District, the Escrow Agent shall hold the moneys held by it hereunder uninvested.

SECTION 2.4 Substitution of Certain Government Obligations.

2.4.1 At the written direction of the District, the Escrow Agent shall accept in substitution for all or a portion of the Government Obligations listed in Schedule C, Government Obligations (the "Substituted Securities"), the principal of and interest on which, together with any Government Obligations listed in Schedule C hereto for which no substitution is made, will meet the requirements of payment of all Basic Lease Payments represented by the Refunded Bonds as set forth in Schedule C hereof. The foregoing notwithstanding, the substitution of Substituted Securities for any of the Government Obligations listed in Schedule B may be effected only upon compliance with Section 2.4.2(a) and (b) below.

2.4.2 At the written direction of the District at any time during the term of this Agreement, and provided that substituted Government Obligations are made available to the Escrow Agent, the Escrow Agent shall, upon receipt of the opinion and verification required by (a) and (b) respectively below, sell, transfer, exchange or otherwise dispose of, or request the redemption of, all or a portion of the Government Obligations then held in the Series 2015 Escrow Deposit Fund, and shall substitute for such Government Obligations other Government Obligations, designated by the District, and acquired by the Escrow Agent with the proceeds derived from the sale, transfer, disposition, redemption of, or by the exchange of, such Government Obligations held in the Series 2015 Escrow Deposit Fund:

(a) The Escrow Agent shall have received an opinion of nationally recognized counsel in the field of law relating to municipal bonds stating that such substitution complies with this Agreement and will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Refunded Bonds and the Series 2026 Bonds and is not inconsistent with the statutes and regulations applicable to the Refunded Bonds and the Series 2026 Bonds; and

(b) The Escrow Agent shall have received verification from a nationally recognized independent certified public accountant or firm of accountants stating that the principal of and interest on the substituted Government Obligations, together with any Government Obligations and a stated dollar amount of cash remaining in the Series 2015 Escrow Deposit Fund, if any, will be sufficient without reinvestment, to pay the remaining

principal of, redemption premium, if any, and interest on the Refunded Bonds, as set forth in Schedule B hereof.

Notwithstanding anything to the contrary contained in this Agreement, any moneys resulting from the sale, transfer, disposition or redemption of the Government Obligations held hereunder and the substitution therefor of other Government Obligations which, based on the foregoing verification, are not necessary for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds, shall be transferred to the District.

The Escrow Agent may conclusively rely on all specific directions in this Agreement in the investment or reinvestment of the Series 2015 Escrow Deposit Fund. The Escrow Agent shall be under no duty to inquire whether the Government Obligations as deposited in the Series 2015 Escrow Deposit Fund are properly invested under the Code.

SECTION 2.5 Transfers from the Escrow Deposit Funds. As the principal of the Government Obligations set forth in Schedule C shall mature and be paid, and the investment income and earnings thereon are paid, the Escrow Agent shall, no later than the due date for the Refunded Bonds, as specified in Schedule B hereof, transfer to itself as the paying agent for the Refunded Bonds from the Series 2015 Escrow Deposit Fund, amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Refunded Bonds, as specified in Schedule B hereof.

SECTION 2.6 Transfer of Funds After All Payments Required by this Agreement are Made. After all of the transfers by the Escrow Agent for payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds have been made as specified in Schedule B, all remaining moneys and securities, together with any income and interest thereon, in the Series 2015 Escrow Deposit Fund, shall be transferred to the District; provided, however, that no such transfers (except transfers made in accordance with Section 2.5 hereof) shall be made until all of the principal of, redemption premium, if any, and interest on the Refunded Bonds have been paid.

SECTION 2.7 Notice of Defeasance. The Escrow Agent is hereby irrevocably instructed by the District to cause to be mailed, as soon as practicable after the issuance of the Series 2026 Bonds, but in any event no later than 10 Business Days after the date hereof to the registered owners of the Refunded Bonds, a notice of defeasance substantially in the form of Schedule D hereto and to file the same with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system ("EMMA"). The Escrow Agent shall not have any liability to any party in connection with any failure to timely file such notice and the sole remedy available shall be an action by the holders of such Refunded Bonds, in mandamus for specific performance or similar remedy to compel performance.

SECTION 2.8 Notice of Redemption. The District elects to redeem, pursuant to Section 6 of the 2015 Resolution and Sections 12 through 14 of the Master Resolution, the Refunded Bonds on the Redemption Date and the Escrow Agent is irrevocably instructed by the District to mail to the registered owners of the Refunded Bonds, not less than 30 days before their Redemption Date, a notice of redemption, substantially in the form of Schedule E hereto, in

accordance with the requirements set forth in Section 13 of the Master Resolution, and to file the same with EMMA. The Escrow Agent shall not have any liability to any party in connection with any failure to timely file such notice and the sole remedy available shall be an action by the holders of such Refunded Bonds in mandamus for specific performance or similar remedy to compel performance.

ARTICLE III

CONCERNING THE ESCROW AGENT

SECTION 3.1 Duties of Escrow Agent. The Escrow Agent shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement, and no covenant or obligation shall be implied in this Agreement on the part of the Escrow Agent.

SECTION 3.2 Liability of Escrow Agent.

3.2.1 The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of moneys and of the principal amount of the securities and earnings thereon to pay the Refunded Bonds. So long as the Escrow Agent applies any moneys, securities and earnings therefrom to pay the Refunded Bonds as provided herein, and complies fully with the terms of this Agreement, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Refunded Bonds caused by such calculations.

3.2.2 The Escrow Agent shall have no lien, security interest or right of set-off whatsoever upon any of the moneys or investments in the Series 2015 Escrow Deposit Fund for the payment of fees or expenses for services rendered by the Escrow Agent under this Agreement.

3.2.3 The Escrow Agent shall not be liable for any loss or damage, including counsel fees and expenses, resulting from its actions or omissions to act hereunder, except for any loss or damage arising out of its own bad faith, negligence or willful misconduct. Without limiting the generality of the foregoing, the Escrow Agent shall not be liable for any action taken or omitted in good faith in reliance on any notice, direction, consent, certificate, affidavit, statement, designation or other paper or document reasonably believed by it to be genuine and to have been duly and properly signed or presented to it by the School Board.

SECTION 3.3 Fees, Expenses and Indemnification.

3.3.1 The School Board shall pay to the Escrow Agent for its performance hereunder: (a) such compensation as may mutually be agreed upon in writing; and (b) its reasonable out-of-pocket expenses (including counsel fees and expenses) incurred in connection with this Agreement.

3.3.2 To the extent permitted by law, the School Board shall indemnify and exonerate, save and hold harmless the Escrow Agent from and against any and all claims, demands, expenses (including counsel fees and expenses) and liabilities of any and every nature which the

Escrow Agent may sustain or incur or which may be asserted against the Escrow Agent as a result of any action taken or omitted by the Escrow Agent hereunder without bad faith, negligence or willful misconduct. At any time, the Escrow Agent may apply to the School Board for written instructions with respect to any matter arising under this Agreement and shall be fully protected in acting in accordance with such instructions. In addition, the Escrow Agent may, as reasonably necessary, consult counsel to the School Board or its own counsel, at the expense of the School Board, and shall be fully protected with respect to any action taken or omitted in good faith in accordance with such advice or opinion of counsel to the School Board or its own counsel. The indemnification provided to the Escrow Agent herein shall survive the termination of this Agreement or the sooner resignation or removal of the Escrow Agent.

SECTION 3.4 Permitted Acts. The Escrow Agent and its affiliates may become the owners of or may deal in the Series 2026 Bonds as fully and with the same rights as if it were not the Escrow Agent.

SECTION 3.5 Applicability of Prior Bond Resolution. The rights, privileges, benefits, protections, and immunities of the Prior Bond Resolution shall be equally available and applicable to the Trustee as Escrow Agent hereunder, all as if such rights, privileges, benefits, protections and immunities were set forth herein.

ARTICLE IV

MISCELLANEOUS

SECTION 4.1 Amendments to this Agreement. This Agreement is made for the benefit of the District and the holders from time to time of the Refunded Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Escrow Agent, and the District; provided, however, that the District and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant to or confer upon the Escrow Agent for the benefit of the holders of the Refunded Bonds any additional rights, remedies or powers that may lawfully be granted to or conferred upon the Escrow Agent; and

(c) to obtain a new rating or ratings of the Refunded Bonds by one or more Rating Agencies.

The Escrow Agent shall be entitled to rely upon an unqualified opinion of a nationally recognized counsel in the field of law relating to municipal bonds with respect to compliance with this Section.

SECTION 4.2 Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the District or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 4.3 Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the District or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 4.4 Termination, Resignation and Removal of Escrow Agent.

4.4.1 This Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made. The provisions of Sections 3.2, 3.3 and 3.5 of this Agreement shall survive the termination of this Agreement.

4.4.2 The Escrow Agent may evidence its intent to resign by giving written notice to the District. Such resignation shall take effect only upon delivery of the Escrowed Funds to a successor Escrow Agent designated in writing by the District (the District hereby agreeing to designate such successor Escrow Agent within a reasonable period of time), and the Escrow Agent shall thereupon be discharged from all obligations under this Agreement and shall have no further duties or responsibilities in connection herewith. The Escrow Agent shall deliver the Escrowed Funds without unreasonable delay after receiving the District's designation of a successor Escrow Agent and upon payment of all of its fees and expenses.

4.4.3 If after thirty (30) days from the date of delivery of its written notice of intent to resign the Escrow Agent has not received a written designation of a successor Escrow Agent, the Escrow Agent's sole responsibility shall be in its sole discretion either to retain custody of the Escrowed Funds and apply the Escrowed Funds in accordance with this Agreement without any obligation to reinvest any part of the Escrowed Funds until it receives such designation, or to apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent and after such appointment to have no further duties or responsibilities in connection herewith.

4.4.4 The Escrow Agent may be replaced at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and signed by either the School Board or the holders of a majority in aggregate principal amount of the Refunded Bonds; provided that prior to the effectiveness of such removal any and all fees and expenses payable to the Escrow Agent pursuant to the terms of this Agreement shall have been paid . Such instrument shall provide for the appointment of a successor Escrow Agent, which appointment shall occur simultaneously with the removal of the Escrow Agent.

SECTION 4.5 Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 4.6 Notices. Any notice, instruction, request for instructions or other instrument in writing authorized or required by this Agreement to be given to either party shall be deemed given if addressed and mailed certified mail to it at its offices at the address set forth below, or at such other place as such party may from time to time designate in writing:

(a) if to the District, at:

School District of Broward County, Florida
600 Southeast Third Avenue, 2nd Floor
Fort Lauderdale, FL 33301
Attention: Treasurer

(b) if to the Escrow Agent, at:

U.S. Bank Trust Company, National Association
Corporate Trust Department
6410 Southpoint Parkway, Suite 200
Jacksonville, FL 32216

SECTION 4.7 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials and officers and the seal of the School Board to be hereunto affixed and attested as of the date first above written.

(SEAL)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Attest: _____
Dr. Howard Hepburn
Secretary

By: _____
Sarah Leonardi
Chair

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Escrow Agent

By: _____
Deborah J. Lamb
Assistant Vice President

[ESCROW DEPOSIT AGREEMENT]

SCHEDULE A

Series 2015 Bonds

Refunded Bonds

Maturity Date (July 1)	Principal Amount	Redemption Date
2037	$ 8,610,000	04/30/2026
2038	8,955,000	04/30/2026
2040	19,000,000	04/30/2026
	$36,565,000	

SCHEDULE B

Schedule of Payments
Represented by Refunded Bonds

Payment Date	Principal Amount	Interest	Total

SCHEDULE C

Investment of Series 2026 Bond Proceeds
For Refunded Bonds

U.S. Government Securities	Principal Amount	Maturity Date	Interest Rate
SLGS – Note			
SLGS – Note			

$___ held uninvested.

SCHEDULE D

Form of Notice of Defeasance
For Refunded Series 2015 Bonds

School District of Broward County, Florida
General Obligation School Bonds, Series 2015
Dated: June 18, 2015

Maturity Date (July 1)	Principal Amount	Interest Rate	Original CUSIP Number*
2037	$8,610,000	4.00%	115067HC7
2038	8,955,000	4.00	115067HD5
2040	19,000,000	4.00	115067HE3

NOTICE IS HEREBY GIVEN that monies have been deposited with U.S. Bank Trust Company, National Association, as Escrow Agent, for the payment of the principal of and interest on the above bonds (the "Bonds"), and such monies, except to the extent maintained in cash, have been invested in direct obligations of the United States of America. U.S. Bank Trust Company, National Association, as Paying Agent and Bond Registrar for the Bonds, has been irrevocably instructed to call the Bonds for redemption on [April 30, 2026] (the "Redemption Date") at a redemption price of 100% of the principal amount thereof.

The monies so deposited and invested as aforesaid has been calculated to be adequate to pay, when due, the principal of and interest on the Bonds to and including the Redemption Date. In accordance with Resolution No. 15-101, as supplemented by Resolution No. 15-111, each adopted by the School Board of Broward County, Florida, the governing body of the School District of Broward County, Florida, on December 9, 2014 and May 19, 2015, respectively (collectively, the "Resolution"), the Bonds are no longer deemed to be outstanding under the provisions of the Resolution and have ceased to be entitled to any lien, benefit or security under the Resolution other than to receive payment of principal and interest from such monies.

The **Undersigned shall not be held responsible for the selection or use of the CUSIP number in this Defeasance Notice, nor is any representation made as to its correctness. It is included solely for the convenience of the Holders.*

Dated this __ day of _____, 2026.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Escrow Agent

SCHEDULE E

Form of Notice of Redemption
For Refunded Series 2015 Bonds

School District of Broward County, Florida
General Obligation School Bonds, Series 2015
Dated: June 18, 2015

Maturity Date (July 1)	Principal Amount	Interest Rate	Original CUSIP Number*
2037	$8,610,000	4.00%	115067HC7
2038	8,955,000	4.00	115067HD5
2040	19,000,000	4.00	115067HE3

NOTICE is hereby given to the holders of the outstanding Series 2015 Bonds (the "Bonds") issued by the School District of Broward County, Florida, that such Bonds have been called for redemption prior to maturity on [April 30, 2026] (the "Redemption Date"), in accordance with their terms at a redemption price of 100% of the principal amount thereof.

Subject to the foregoing, the redemption price of such Bonds shall become due and payable on the Redemption Date, and from and after the Redemption Date interest on such Bonds, shall cease to accrue and be payable. Interest accrued on such Bonds will be paid in the usual manner.

Holders of such Bonds will receive payment of the redemption price to which they are entitled upon presentation and surrender thereof in the following manner:

Delivery Instructions:
U.S. Bank
Global Corporate Trust
111 Fillmore Ave E
St. Paul, MN 55107

Bondholders presenting their bonds in person for same day payment **must** surrender their certificate(s) by 1:00 P.M. CST on the Redemption Date and a check will be available for pick up after 2:00 P.M. CST. Checks not picked up by 4:30 P.M. CST will be mailed out to the bondholder via first class mail. If payment of the redemption price is to be made to the registered owner of the Bonds, you are not required to endorse the Bonds to collect the redemption price.

For a list of redemption requirements please visit our website at **www.usbank.com/corporatetrust** and click on the "Bondholder Information" link for redemption instructions. You may also contact our Bondholder Communications team at **1-800-934-6802** Monday through Friday from 8 AM to 6 PM CST.

IMPORTANT NOTICE

Federal law requires the Paying Agent to withhold taxes at the applicable rate from the payment if an IRS Form W-9 or applicable IRS Form W-8 is not provided. Please visit **www.irs.gov** for additional information on the tax forms and instructions.

The **Undersigned shall not be held responsible for the selection or use of the CUSIP number in this Redemption Notice, nor is any representation made as to its correctness. It is included solely for the convenience of the Holders.*

Dated this ___ day of _____, 2026.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Escrow Agent

Status: SPECIAL ORDER

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	RR. Resolutions
DEPARTMENT:	Treasurer's Office

Agenda Item Number:	RR-3.
Consent or Open Item:	Open
Special Order:	YES
Time for Special Order:	12:30 PM

TITLE:

Resolution No. 26-128 - Certificates of Participation, Series 2026A
SPECIAL ORDER - 12:30 P.M.

REQUESTED ACTION:

Adopt Resolution No. 26-128 approving the negotiated sale of Certificates of Participation, Series 2026A (COPs 2016A and 2016B Refunding) in an aggregate principal amount not to exceed $117,255,000; District-wide

RATIONALE:

For the Requested Action, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment and Financial Impact, please see the Executive Summary. The attached documents have been reviewed and approved as to form and legal content by Bond Counsel.

EXHIBITS:

- Executive Summary
- Resolution 26-128
- Forms of Exhibits A-G

FINANCIAL IMPACT:

Refunding will save the District approximately $6,195,000.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir Johnson	Phone:	754-321-1990
Name:	Ivan Perrone	Phone:	754-321-1980

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Romaneir Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

EXECUTIVE SUMMARY

Resolution No. 26 – 128 – Certificates of Participation, Series 2026A

Board Meeting Date: February 10, 2026

Requested Action: Adopt Resolution No. 26-128 - Certificates of Participation (COPs), Series 2026A, in an aggregate principal amount not to exceed $117,255,000, which will refund COPs Series 2016A and 2016B through a negotiated sale and based on the current market is expected to generate approximately $6 million in savings.

School Board Policy Requirement/Authority: Policy 3120

Statutory Requirement/Authority: Not Applicable

District-zone Impact: District-wide

Impact of the School Board's Vote:

- If the School Board votes "Yes": The District will be able to reduce its debt service obligation by approximately $6 million, adding cost savings to the overall budget.

- If the School Board votes "No": Cost savings of approximately $6 million will not materialize and no reduction to the District's debt service obligation will occur.

Background/History: The District's COPs Series 2016A and 2016B are callable on July 1, 2026. Therefore, beginning on April 2, 2026, 90 days before the call date, the District has the opportunity to currently refund its COPs Series 2016A and 2016B for present value savings. If the District chooses not to exercise the 90-day call period (window), the call cannot be completed and any savings will not materialize.

Current market analysis indicates that the District is expected to generate more than five (5) percent savings if refunding occurs. Our debt policy requires three (3) percent or above in order to proceed with a refunding. Proceeding with this refunding is expected to generate above $6 million in savings if market conditions continue to be favorable.

Alignment to 2027 Goals and Guardrails: Business Operations

Measurable Outcome(s)/Return on Investment: It is fiscally prudent for the District to exercise the call feature in order to generate expected savings of more than three (3) percent, which translates to over $6 million if market conditions are favorable.

Financial Impact, Funding Source & Budget Status: The Board approval will reduce the Debt Service for the COPs program by approximately $6 million dollars.

The Financial Advisory Committee approved a motion for the District to issue the COPs at the November 7, 2025 meeting.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original spending authority request	N/A	N/A	N/A	N/A	N/A
First Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Second Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A

Multi-year agreement: N/A

Procurement Method: N/A

Impact on Schools: N/A

If there is an impact on schools, how will schools be selected/prioritized: N/A

Stakeholder Engagement/ End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: N/A

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

RESOLUTION NO. 26-128

A RESOLUTION OF THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF AMENDED AND RESTATED SCHEDULE 2008A-1, AMENDED AND RESTATED SCHEDULE 2009A-1 AND AMENDED AND RESTATED SCHEDULE 2009A-2 TO THE MASTER LEASE PURCHASE AGREEMENT; APPROVING THE FORM OF A SERIES 2026A SUPPLEMENTAL TRUST AGREEMENT; SUBJECT TO CERTAIN LIMITATIONS, APPROVING THE NEGOTIATED SALE THROUGH A PUBLIC OFFERING OF CERTIFICATES OF PARTICIPATION, SERIES 2026A ("SERIES 2026A CERTIFICATES") IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $125,000,000, FOR THE PURPOSE OF REFINANCING ALL OR A PORTION OF THE OBLIGATIONS OF THE SCHOOL BOARD UNDER (i) AMENDED AND RESTATED SCHEDULE 2008A-1 THROUGH A CURRENT REFUNDING OF THE CERTIFICATES OF PARTICIPATION, SERIES 2016A AND UNDER (ii) AMENDED AND RESTATED SCHEDULE 2009A-1 AND AMENDED AND RESTATED SCHEDULE 2009A-2 THROUGH A CURRENT REFUNDING OF THE CERTIFICATES OF PARTICIPATION, SERIES 2016B; AUTHORIZING THE EXECUTION OF A CERTIFICATE PURCHASE CONTRACT IN CONNECTION WITH THE SALE OF THE SERIES 2026A CERTIFICATES; APPROVING THE FORM OF A PRELIMINARY OFFERING STATEMENT AND AUTHORIZING ITS DISTRIBUTION AND USE IN CONNECTION WITH THE OFFERING FOR SALE OF THE SERIES 2026A CERTIFICATES; AUTHORIZING THE EXECUTION OF A RULE 15C2-12 CERTIFICATE IN CONNECTION THEREWITH; AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL OFFERING STATEMENT; AUTHORIZING THE ACCEPTANCE OF A COMMITMENT FOR THE ISSUANCE OF A MUNICIPAL BOND INSURANCE POLICY SECURING ALL OR A PORTION OF THE SERIES 2026A CERTIFICATES IF DETERMINED BY THE SUPERINTENDENT TO BE NECESSARY OR DESIRABLE IN THE BEST INTEREST OF THE SCHOOL BOARD; APPOINTING A DISSEMINATION AGENT AND AUTHORIZING THE EXECUTION OF A DISCLOSURE DISSEMINATION AGENT AGREEMENT; AUTHORIZING THE EXECUTION OF AN ESCROW DEPOSIT AGREEMENT; AUTHORIZING THE EXECUTION OF SUCH FURTHER AGREEMENTS AND AMENDMENTS TO OTHER AGREEMENTS AS SHALL BE NECESSARY OR DESIRABLE TO CARRY OUT THE PURPOSES

OF THIS RESOLUTION; PROVIDING FOR INCIDENTAL ACTION; MAKING CERTAIN FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The School Board of Broward County, Florida (the "School Board") as the governing body of the School District of Broward County, Florida (the "District"), has determined to finance and refinance certain of its capital needs through a master lease purchase agreement pursuant to Sections 1001.42(11), 1003.02(1)(f) and 1013.15(2), Florida Statutes; and

WHEREAS, the School Board has the power under Section 1001.42(2), Florida Statutes, to receive, purchase, acquire, lease, sell, hold, transmit and convey title to real and personal property for educational purposes, and under Sections 1001.42(11), 1003.02(1)(f) and 1013.15(2), Florida Statutes, to enter into leases or lease purchase arrangements of sites and educational facilities for school purposes; and

WHEREAS, Broward School Board Leasing Corp. (the "Corporation"), a not-for-profit corporation, has been formed to lease purchase certain real property, educational facilities and equipment to the School Board; and

WHEREAS, the Corporation and the School Board have provided for the lease purchase financing and refinancing of certain real property and educational facilities (the "Facilities") from time to time by entering into a Master Lease Purchase Agreement dated as of July 1, 1990, as amended as of May 19, 2020 (as so amended, the "Master Lease") and related agreements; and

WHEREAS, the Facilities to be leased from time to time are identified on separate Schedules (each a "Schedule") attached to the Master Lease; and

WHEREAS, the School Board and the Corporation have entered into (i) a Series 2008A Ground Lease dated as of June 1, 2008, as amended as of October 1, 2008, April 1, 2009 and February 1, 2014 (the "Series 2008A Ground Lease"), and (ii) Schedule 2008A-1 to the Master Lease ("Schedule 2008A-1") dated as of June 1, 2008, as most recently amended and restated as of April 1, 2016 (which Schedule together with the Master Lease is referred to herein as the "Original Series 2008A-1 Lease"), pursuant to which the School Board leased certain real property to the Corporation and subleased from the Corporation such real property and leased the improvements thereon, known respectively as the "Series 2008A-1 Facility Sites" and the "Series 2008A-1 Facilities" (collectively, the "Series 2008 Facilities"); and

WHEREAS, the School Board and the Corporation have entered into (i) a Series 2009A Ground Lease dated as of June 1, 2009, as amended and restated as of July 1, 2011, May 1, 2012 and February 1, 2014 (the "Series 2009A Ground Lease"), and (ii) Schedule 2009A-1 to the Master Lease ("Schedule 2009A-1") dated as of June 1, 2009, as most recently amended and restated as of April 1, 2016 (which Schedule together with the Master Lease is referred to herein as the "Original Series 2009A-1 Lease"), pursuant to which the School Board leased certain real property to the Corporation and subleased from the Corporation such real property and leased the improvements thereon, known respectively as the "Series 2009A-1 Facility Sites" and the "Series 2009A-1 Facilities;" and (iii) Schedule 2009A-2 to the Master Lease ("Schedule 2009A-2") dated as of June 1, 2009, as most recently amended and restated as of April 1, 2016 (which Schedule

together with the Master Lease is referred to herein as the "Original Series 2009A-2 Lease") pursuant to which the School Board leased certain real estate, improvements, personal property and educational facilities to the Corporation and subleased from the Corporation such real estate, improvements, personal property and educational facilities (the "Series 2009A-2 Facilities" and together with the Series 2009A-1 Facilities, the "Series 2009 Facilities"); and

WHEREAS, to provide funds for the acquisition and construction of the Series 2008 Facilities, Certificates of Participation, Series 2008A (the "Series 2008A Certificates") were issued in the aggregate principal amount of $270,560,000, representing an undivided proportionate interest in the principal portion and interest portion of the Basic Lease Payments to be made by the School Board under the Original Series 2008A-1 Lease, pursuant to the Master Trust Agreement, as supplemented by a Series 2008A Supplemental Trust Agreement dated as of June 1, 2008 between the Corporation and the Trustee; and

WHEREAS, the Corporation assigned substantially all of its interest in the Series 2008A Ground Lease and the Original Series 2008A-1 Lease to the Trustee pursuant to a Series 2008A Assignment Agreement dated as of June 1, 2008; and

WHEREAS, to provide funds for the acquisition and construction of the Series 2009 Facilities, Certificates of Participation, Series 2009A (the "Series 2009A Certificates") were issued in the aggregate principal amount of $20,140,000, representing an undivided proportionate interest in the principal portion and interest portion of the Basic Lease Payments to be made by the School Board under the Original Series 2009A-1 Lease and the Original Series 2009A-2 Lease, pursuant to the Master Trust Agreement, as supplemented by a Series 2009A Supplemental Trust Agreement dated as of June 1, 2009, between the Corporation and the Trustee; and

WHEREAS, the Corporation assigned substantially all of its interest in the Series 2009A Ground Lease, the Original Series 2009A-1 Lease and the Original Series 2009A-2 Lease to the Trustee pursuant to a Series 2009A Assignment Agreement dated as of June 1, 2009; and

WHEREAS, as a result of a decline in interest rates, the School Board refinanced a portion of its obligations under the Original Series 2008A-1 Lease by amending and restating Schedule 2008A-1 and issuing Certificates of Participation, Series 2016A (the "Series 2016A Certificates") in an aggregate principal amount of $198,205,000 pursuant to the Master Trust Agreement, as supplemented by a Series 2016A Supplemental Trust Agreement dated as of April 1, 2016, a portion of which was allocable to the refunding of a portion of the Series 2008A Certificates and in connection therewith restructured its obligations under the Original Series 2008A-1 Lease by amending and restating the Original Series 2008A-1 Lease. The Original Series 2008A-1 Lease is being amended in connection with the Series 2026A Certificates; and

WHEREAS, as a result of a decline in interest rates, the School Board refinanced a portion of its obligations under each of (i) the Original Series 2009A-1 Lease by amending and restating Schedule 2009A-1 and (ii) the Series 2009A-2 Lease by amended and restating Schedule 2009A-2 and issuing Certificates of Participation, Series 2016B (the "Series 2016B Certificates") in an aggregate principal amount of $18,735,000 pursuant to the Master Trust Agreement, as supplemented by a Series 2016B Supplemental Trust Agreement dated as of April 1, 2016, a portion of which was allocable to the refunding of a portion of the Series 2009A Certificates, and

in connection therewith restructured its obligations under the Original Series 2009A-1 Lease and the Original Series 2009A-2 Lease by amending and restating the Original Series 2009A-1 Lease and the Original Series 2009A-2 Lease; and

WHEREAS, the Series 2016A Certificates are currently outstanding in the amount of $123,315,000; and

WHEREAS, the Series 2016B Certificates are currently outstanding in the amount of $12,965,000; and

WHEREAS, the School Board has determined that it is in the best interest of the District to refinance a portion of its obligations under the Original Series 2008A-1 Lease, the Original Series 2009A-1 Lease and the Original Series 2009A-2 Lease and to current refund up to $110,375,000 of the Series 2016A Certificates (the "Refunded Series 2016A Certificates") and up to $6,880,000 of the Series 2016B Certificates (the "Refunded Series 2016B Certificates" and, together with the Refunded Series 2016A Certificates, the "Refunded Certificates") through the further amendment and restatement of Schedule 2008A-1 ("Amended and Restated Schedule 2008A-1", and together with the Master Lease, collectively, the "Series 2008A-1 Lease"), Schedule 2009A-1 ("Amended and Restated Schedule 2009A-1", and together with the Master Lease, collectively, the "Series 2009A-1 Lease") and Schedule 2009A-2 ("Amended and Restated Schedule 2009A-2", and together with the Master Lease, collectively, the "Series 2009A-2 Lease"), and the issuance, pursuant to a Series 2026A Supplemental Trust Agreement, between the Corporation and the Trustee (the "Series 2026A Supplemental Trust Agreement"), of refunding Certificates of Participation, Series 2026A, in an aggregate principal amount not to exceed $125,000,000 (the "Series 2026A Certificates"), representing undivided proportionate interests of the owners thereof in Basic Lease Payments to be made by the School Board pursuant to:

(i) the Series 2008A-1 Lease equally and ratably with the portion of the unrefunded Series 2016A Certificates, if any, allocable to the Series 2008A-1 Lease;

(ii) the Series 2009A-1 Lease equally and ratably with the portion of the unrefunded Series 2016B Certificates and the Series 2017B Certificates, if any, allocable to the Series 2009A-1 Lease; and

(iii) the Series 2009A-2 Lease equally and ratably with the portion of the unrefunded Series 2016B Certificates and the Series 2017B Certificates, if any, allocable to the Series 2009A-2 Lease.

WHEREAS, a portion of the proceeds of the Series 2026A Certificates will be deposited with the Trustee, acting as escrow agent (the "Escrow Agent"), under a Series 2026A Escrow Deposit Agreement to be dated as of the date of issuance of the Series 2026A Certificates (the "Escrow Deposit Agreement"), by and between the School Board and the Escrow Agent, and invested, if deemed appropriate upon advice by the Municipal Advisor, in Government Obligations (as defined therein) until used to pay or to prepay the basic lease payments and additional lease payments due and to become due represented by the Refunded Certificates on their respective payment dates at a prepayment price of 100%; and

WHEREAS, there has been presented to this meeting a form of Purchase Contract (as defined herein), among the School Board, the Corporation and the Underwriters providing for the purchase of the Series 2026A Certificates; and

WHEREAS, the School Board wishes to appoint the underwriters for the upcoming sale of the Series 2026A Certificates; and

WHEREAS, if deemed to be in the best interest of the School Board, all or a portion of the payments represented by the Series 2026A Certificates may be insured by an insurance policy (the "Policy") issued by a municipal bond insurance company (the "Series 2026A Insurer") whose municipal bond insurance policies result in ratings on insured obligations from S&P Global Ratings, Moody's Ratings and/or Fitch Ratings, Inc. which are higher than ratings on the School Board's uninsured Certificates of Participation;

NOW THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA THAT:

Section 1. Amended and Restated Schedule 2008A-1, substantially in the form submitted to this meeting and attached hereto as **Exhibit A-1** is hereby approved, with such insertions, modifications and changes as may be approved by the Superintendent, and the Chair or Vice Chair and the Secretary (or any person authorized to sign on his/her behalf), upon such approval by the Superintendent, are hereby authorized and directed to execute Amended and Restated Schedule 2008A-1. The execution of Amended and Restated Schedule 2008A-1 by the Chair or Vice Chair and the Secretary (or any person authorized to sign on his/her behalf) shall constitute conclusive evidence of the approval thereof.

Section 2. Amended and Restated Schedule 2009A-1, substantially in the form submitted to this meeting and attached hereto as **Exhibit A-2** is hereby approved, with such insertions, modifications and changes as may be approved by the Superintendent, and the Chair or Vice Chair and the Secretary (or any person authorized to sign on his/her behalf), upon such approval by the Superintendent, are hereby authorized and directed to execute Amended and Restated Schedule 2009A-1. The execution of Amended and Restated Schedule 2009A-1 by the Chair or Vice Chair and the Secretary (or any person authorized to sign on his/her behalf) shall constitute conclusive evidence of the approval thereof

Section 3. Amended and Restated Schedule 2009A-2, substantially in the form submitted to this meeting and attached hereto as **Exhibit A-3** is hereby approved, with such insertions, modifications and changes as may be approved by the Superintendent, and the Chair or Vice Chair and the Secretary (or any person authorized to sign on his/her behalf), upon such approval by the Superintendent, are hereby authorized and directed to execute Amended and Restated Schedule 2009A-2. The execution of Amended and Restated Schedule 2009A-2 by the Chair or Vice Chair and the Secretary (or any person authorized to sign on his/her behalf) shall constitute conclusive evidence of the approval thereof

Section 4. The form of Series 2026A Supplemental Trust Agreement between the Corporation and the Trustee, substantially in the form submitted to this meeting and attached hereto as **Exhibit B**, is hereby approved, with such insertions, modifications and changes as may

be approved by the Superintendent. The execution and delivery of the Series 2026A Supplemental Trust Agreement by the Corporation and the Trustee shall constitute conclusive evidence of the approval thereof.

Section 5. (a) It is hereby found and declared that a negotiated sale of the Series 2026A Certificates is in the best interest of the School Board and is found to be necessary on the basis of the following reasons, as to which specific findings are hereby made:

(i) Due to the volatility of the municipal market, including the market for "annual appropriation" tax-exempt securities such as the Series 2008A-1 Lease, the Series 2009A-1 Lease and the Series 2009A-2 Lease as evidenced by the Series 2026A Certificates, the School Board must be able to enter the market at the most advantageous times, rather than at specific advertised dates, thereby permitting the School Board to obtain the best possible prices and interest rates to be represented by the Series 2026A Certificates and achieve its savings goals;

(ii) The nature of the refinancing of the Series 2008A-1 Lease, the Series 2009A-1 Lease and the Series 2009A-2 Lease, is a complex transaction and the structure of the issue and the current demand for this type of security support a negotiated sale;

(iii) The Underwriters (hereinafter defined) have participated in structuring the issuance of the Series 2026A Certificates and can assist the School Board in obtaining the most attractive financing for the School Board; and

(iv) The School Board will not be adversely affected if the Series 2026A Certificates are not sold pursuant to a competitive sale.

(b) (i) The underwriters shall be the underwriters named in a certificate purchase contract (the "Underwriters").

(ii) The form of the Certificate Purchase Agreement for the Series 2026A Certificates among the Underwriters, the School Board and the Corporation (the "Purchase Contract") submitted to this meeting and attached hereto as **Exhibit C,** and the sale of the Series 2026A Certificates by the Corporation and the Trustee upon the terms and conditions set forth in the Purchase Contract, is hereby approved, with such insertions, modifications and changes as may be approved by the Superintendent. Any of the Chair, Vice Chair, Superintendent, or Chief Financial Officer, upon such approval by the Superintendent, is hereby authorized and directed to execute the Purchase Contract. The execution and delivery of a Purchase Contract by the Chair, Vice Chair, Superintendent, or Chief Financial Officer shall constitute conclusive evidence of the approval thereof and of the Underwriters named therein.

Execution of the Purchase Contract is subject to the following additional requirements:

(i) the aggregate principal amount of the Series 2026A Certificates shall not exceed $125,000,000;

(ii) the final maturity of the Series 2026A Certificates shall be no later than July 1, 2033;

(iii) the Series 2026A Certificates shall be subject to optional prepayment prior to maturity, if at all, as provided in the Purchase Contract; and

(iv) the price at which the Series 2026A Certificates shall be sold to the Underwriters shall not be less than [98%] of the face amount thereof exclusive of original issue discount; and

(v) the net present value of the total savings anticipated to accrue to the School Board upon the refunding of the Refunded Certificates and the issuance of the Series 2026A Certificates, including any amounts contributed to the escrow deposit fund from sources other than the Series 2026A Certificate proceeds, shall be at least [3.00%] of the aggregate principal amount of the Refunded Certificates;

(vi) the yield represented by the Series 2026A Certificates as calculated for arbitrage purposes shall not exceed the maximum legal rate.

(c) The proceeds from the sale of the Series 2026A Certificates shall be used by the School Board (i) to refinance all or a portion of its obligations under the Series 2008A-1 Lease, the Series 2009A-1 Lease and the Series 2009A-2 Lease, through the refunding of all or a portion of the Series 2016A Certificates and all or a portion of the Series 2016B Certificates, and (ii) to pay the costs associated with the issuance of the Series 2026A Certificates including, but not limited to, rating agencies, financial advisory and attorneys' fees, premium for the Policy, if any, and the cost of preparation and dissemination of the of Preliminary Offering Statement and final Offering Statement for the Series 2026A Certificates.

Section 6. The form of Preliminary Offering Statement submitted to this meeting and attached hereto as **Exhibit D** is hereby approved, and the School Board hereby authorizes the distribution and use of the Preliminary Offering Statement by the Underwriters in connection with the public offering for sale of the Series 2026A Certificates. If, between the date hereof and the mailing of the Preliminary Offering Statement it is necessary to make insertions, modifications and changes in the Preliminary Offering Statement, each of the Chair, the Vice Chair and the Superintendent is hereby authorized to approve such insertions, changes and modifications. Each of the Chair, the Vice Chair, the Superintendent, the Chief Financial Officer and the Treasurer is further authorized to deem the Preliminary Offering Statement "final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), in the form as mailed, and in furtherance thereof to execute a certificate (the "Deemed Final Certificate") evidencing the same substantially in the form attached hereto as **Exhibit E**. The execution and delivery of the Deemed Final Certificate shall constitute conclusive evidence of the approval of any insertions, modifications and changes in the Preliminary Offering Statement.

Section 7. The Superintendent is hereby authorized to have prepared and the Chair or Vice Chair and the Secretary are each hereby authorized to execute a final Offering Statement to be dated as of the date of the execution and delivery of the Purchase Contract and, upon such

execution, to deliver the same to the Underwriters for use by them in connection with the sale and distribution of the Series 2026A Certificates (the "Offering Statement"). The Offering Statement shall be substantially in the form of the Preliminary Offering Statement, with such changes as shall be approved by the Superintendent as necessary to conform to the details of such Series 2026A Certificates and the requirements of the Purchase Contract related to such Series 2026A Certificates and such other insertions, modifications and changes as may be approved by the Superintendent. The execution and delivery of the Offering Statement by the Chair or Vice Chair and the Secretary shall constitute conclusive evidence of the approval thereof. The School Board hereby authorizes the Offering Statement for the Series 2026A Certificates and the information contained therein to be used in connection with the offering and sale of the Series 2026A Certificates.

Section 8. The School Board hereby covenants and agrees that, in order to provide for compliance by the School Board with the secondary market disclosure requirements of the Rule, it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement between the School Board and Digital Assurance Certification LLC, dated the date of delivery of the Series 2026A Certificates (the "Continuing Disclosure Agreement"), as it may be amended from time to time in accordance with the terms thereof. The Continuing Disclosure Agreement shall be substantially in the form attached hereto as **Exhibit F** with such changes, amendments, modifications, omissions and additions as shall be approved by the Superintendent. Each of the Chair, the Vice Chair, the Superintendent, the Chief Financial Officer and the Treasurer, upon such approval by the Superintendent, is hereby authorized to execute and deliver such Continuing Disclosure Agreement. Notwithstanding any other provision of this Resolution, the Series 2008A-1 Lease, the Series 2009A-1 Lease, the Series 2009A-2 Lease or the Series 2026A Supplemental Trust Agreement, failure of the School Board to comply with such Continuing Disclosure Agreement shall not be considered an event of default under the Series 2008A-1 Lease, the Series 2009A-1 Lease, the Series 2009A-2 Lease or the Series 2026A Supplemental Trust Agreement; provided, however, that any Series 2026A Certificate holder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the School Board to comply with its obligations under this Section 8 and the Continuing Disclosure Agreement.

Section 9. Upon approval of an Insurer, if any, the Chair, the Vice Chair, the Superintendent, the Chief Financial Officer and the Treasurer are hereby authorized to take such actions (including, without limitation, approval of changes to the documents herein approved) and to execute such commitments, agreements, certificates, instruments and opinions as shall be necessary or desirable to procure the issuance of a Policy from the Insurer.

Section 10. An Escrow Deposit Agreement between the School Board and the Escrow Agent substantially in the form submitted to this meeting and attached hereto as **Exhibit G**, is hereby approved, with such insertions, modifications and changes as may be approved by the Superintendent, and the Chair, the Vice Chair, the Superintendent, the Chief Financial Officer and the Treasurer, upon such approval by the Superintendent, are hereby authorized and directed to executed the Escrow Deposit Agreement. The execution and delivery of the Escrow Deposit Agreement by the Chair, the Vice Chair, the Superintendent, the Chief Financial Officer and the Treasurer shall constitute conclusive evidence of the approval thereof.

Section 11. The Chair, the Vice Chair, the Secretary, the Superintendent, the Chief Financial Officer, the Treasurer and the General Counsel (or any person authorized to sign on his/her behalf) are each authorized and directed to execute and deliver all additional documents, contracts, instruments and certificates including, without limitation, and, if appropriate, relating to the implementation of a book-entry-only system of registration of the Series 2026A Certificates with The Depository Trust Company, that may be necessary or desirable and to take all actions and steps including, without limitation, to change the dated date of any and all documents or the series designation of the Series 2026A Certificates in the event of a delay in the issuance of the Series 2026A Certificates, on behalf of the School Board which are necessary or desirable in connection with the issuance of the Series 2026A Certificates, the execution and delivery and compliance with the provisions of the Master Lease, Amended and Restated Schedule 2008A-1, Amended and Restated Schedule 2009A-1, Amended and Restated Schedule 2009A-2, the Master Trust Agreement, the Series 2026A Supplemental Trust Agreement, the Escrow Deposit Agreement, the Continuing Disclosure Agreement and the Purchase Contract, or the refinancing of the Series 2008A-1 Facilities, Series 2009A-1 Facilities, Series 2009A-2 Facilities or the purchase and sale of certain Government Obligations in the Escrow Deposit Funds and which are not inconsistent with the terms and provisions of this Resolution.

The School Board hereby authorizes the execution and delivery of any documents, contracts, instruments and certificates in connection with the issuance of the Series 2026A Certificates to be sent by electronic mail (i.e., in PDF format) or signed electronically via an electronic signature provider used in the place of original signatures, as set forth in Section 668.50, Florida Statutes. The execution and delivery of any documents, contracts, instruments and certificates shall constitute conclusive evidence of (i) the parties' intention to be bound by the signatures of the electronically mailed or signed signatures and the delivery of the same shall be effective as delivery of an original executed counterpart of any documents, contracts, and certificates executed in connection with the Series 2026A Certificates and (ii) the parties' waiver of any defenses to the enforcement of the terms of such documents, contracts, and certificates based on the form of the signature, and such electronically mailed or signed signatures shall be conclusive proof, admissible in judicial proceedings, of the parties' execution of such documents.

Section 12. It is hereby found and determined that all formal actions of the School Board concerning and relating to the adoption of this Resolution and the consummation of the transactions contemplated by this Resolution were adopted in open meetings of the School Board, and that all deliberations of the School Board that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

Section 13. If any section, paragraph, clause or provision of this Resolution shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other section, paragraph, clause or provision of this Resolution.

Section 14. All resolutions or portions thereof previously adopted by the School Board which are inconsistent with the provisions of this Resolution are hereby repealed to the extent of such inconsistency.

Section 15. This Resolution shall take effect immediately upon its adoption.

Adopted this 10th day of February, 2026.

Sarah Leonardi
Chair, The School Board of Broward County, Florida

Attest:

Dr. Howard Hepburn
Secretary
The School Board of Broward County, Florida

EXHIBIT A-1

FORM OF AMENDED AND RESTATED SCHEDULE 2008A-1

AMENDED AND RESTATED SCHEDULE 2008A-1
dated as of June 1, 2008,
as Amended and Restated as of October 1, 2008,
as Amended and Restated as of April 1, 2009,
as amended as of June 1, 2009, and June 1, 2011,
as Amended and Restated as of February 1, 2014,
as Amended and Restated as of April 1, 2016
and
as Further Amended and Restated as of _____ 1, 2026
to the
Master Lease Purchase Agreement dated as of
July 1, 1990, as amended as of December 20, 2000, and
as further amended by an Amendment to Master Lease Purchase Agreement
dated as of May 19, 2020,

by and among

Broward School Board Leasing Corp.
as Lessor (the "Corporation")

and

The School Board of Broward County, Florida,
as Lessee (the "School Board")

and

U.S. Bank Trust Company, National Association
(successor to U.S. Bank, National Association and
First Union National Bank of Florida),
as Trustee and Assignee (the "Trustee")

THIS AMENDED AND RESTATED SCHEDULE 2008A-1 (the "Schedule 2008A-1") is hereby entered into under and pursuant to that certain Master Lease Purchase Agreement dated as of July 1, 1990, as amended as of December 20, 2000, and as further amended by an Amendment to Master Lease Purchase Agreement dated as of May 19, 2020 (as so amended, the "Master Lease"), pursuant to which the Corporation has agreed to finance the lease purchase unto the School Board and the School Board has agreed to lease purchase from the Corporation, subject to the terms and conditions of the Master Lease, incorporated herein, the Series 2008A-1 Facilities herein described. The Trustee, on behalf of and as assignee of the Corporation, hereby demises and leases to the School Board, and the School Board hereby hires, takes and leases from the Trustee, the Series 2008A-1 Facility Sites, and the Series 2008A-1 Facilities (together, the "Series 2008A-1 Facilities") and the Series 2008A-1 Comprehensive Needs Projects (the "Series 2008A-1 Comprehensive Needs Projects") described herein, together with the rights described in clauses (i), (ii) and (iii) of Section 1 in the Series 2008A Ground Lease (hereinafter defined). The Master Lease with respect to this Schedule 2008A-1 and as modified and supplemented hereby is referred

to herein as the "Series 2008A-1 Lease". All terms and conditions contained in the Master Lease, unless otherwise amended or superseded hereby are incorporated herein by reference.

Section 1. Definitions. For purposes of the Series 2008A-1 Lease the following terms have the meanings set forth below. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Master Lease or the Trust Agreement, including the Series 2016A Supplemental Trust Agreement with respect to the Series 2016A Certificates and the Series 2026A Supplemental Trust Agreement with respect to the Series 2026A Certificates.

"Certificates" means the Series 2016A Certificates and the Series 2026A Certificates allocable to the Series 2008A-1 Lease.

"Closing Date" means the date of delivery of the Series 2008A Certificates to the respective Series 2008A Underwriters against payment therefor.

"**Commencement Date**" for the Series 2008A-1 Lease is the Closing Date.

"**Continuing Disclosure Certificate**" shall mean (a) with respect to the Series 2016A Certificates, that certain Disclosure Dissemination Agent Agreement dated as of April 27, 2016, between the School Board and Digital Assurance Certification LLC ("DAC"), as Disclosure Dissemination Agent, executed and delivered by the School Board in connection with the issuance of the Series 2016A Certificates and (b) with respect to the Series 2026A Certificates, that certain Disclosure Dissemination Agent Agreement dated as of _____ __, 2026, between the School Board and DAC, as Disclosure Dissemination Agent, executed and delivered by the School Board in connection with the issuance of the Series 2026A Certificates.

"**Series 2008A Certificates**" shall mean the $270,560,000 Certificates of Participation, Series 2008A dated as of the Closing Date, issued under the Trust Agreement and evidencing undivided proportionate interests of the owners thereof in Basic Lease Payments to be made by the School Board pursuant to the Master Lease.

"Series 2008A-1 Comprehensive Needs Projects" shall mean the projects described in Exhibit A – Part B of this Schedule 2008A-1, as this Schedule 2008A-1 may be further amended or supplemented from time to time.

"**Series 2008A-1 Facilities**" shall mean, collectively, the Series 2008A-1 Facilities and the Series 2008A-1 Facility Sites described in this Schedule 2008A-1, as this Schedule 2008A-1 may be amended or supplemented from time to time. A portion of the improvements to be made to the Series 2008A-1 Facilities from the proceeds of the Series 2008A Certificates is not subject to the lien of the Series 2008A-1 Lease or Series 2008A Ground Lease.

"**Series 2008A-1 Facility Sites**" shall mean the Facility Sites described in this Schedule 2008A-1 to be ground leased by the School Board to the Corporation, as the same may be amended or supplemented from time to time.

"Series 2016A Certificates" shall mean the $198,205,000 Certificates of Participation, Series 2016A Evidencing Undivided Proportionate Interests of the Owners thereof in Basic Lease

Payments to be made by the School Board of Broward County, Florida, as Lessee, pursuant to a Master Lease Purchase Agreement with Broward School Board Leasing Corp., as Lessor.

"Series 2016A Supplemental Trust Agreement" shall mean the Series 2016A Supplemental Trust Agreement dated as of April 1, 2016, between the Corporation and the Trustee.

"Series 2026A Certificates" shall mean the $_____ Certificates of Participation, Series 2026A Evidencing Undivided Proportionate Interests of the Owners thereof in Basic Lease Payments to be made by the School Board of Broward County, Florida, as Lessee, pursuant to a Master Lease Purchase Agreement with Broward School Board Leasing Corp., as Lessor.

"Series 2026A Supplemental Trust Agreement" shall mean the Series 2026A Supplemental Trust Agreement dated as of April 1, 2026, between the Corporation and the Trustee.

Section 2. Lease Term. The total of all Lease Terms of the Series 2008A-1 Lease is expected to be approximately twenty-five (25) years and twelve (12) days consisting of an "Original Term" of approximately twelve (12) days from the Commencement Date through and including June 30, 2008, and twenty-five (25) Renewal Terms of twelve (12) months each, each from July 1 through and including June 30 of the next succeeding calendar year, commencing July 1, 2008 and ending June 30, 2033. Each Lease Term shall be subject to annual renewal pursuant to the provisions of Article II of the Master Lease.

Section 3. Series 2008A-1 Facilities Lease Purchased. A general description of the Series 2008A-1 Facilities and the estimated costs of the Series 2008A-1 Facilities to be lease-purchased under the Series 2008A-1 Lease are described in Exhibit A hereto. The School Board reserves the right to substitute other facilities for the facilities set forth herein, in accordance with the requirements of the Master Lease.

Section 4. Series 2008A-1 Facility Sites Ground Leased to the Corporation and Permitted Encumbrances. The legal descriptions of the Series 2008A-1 Facility Sites to be ground leased to the Corporation and Permitted Encumbrances (in addition to those specified in the Master Lease) are described in Exhibit B hereto. Substitutions may be made in accordance with the requirements of the Master Lease and the Series 2008A Ground Lease.

Section 5. Application of Certain Proceeds of the Series 2016A Certificates and the Series 2026A Certificates.

Pursuant to the provisions of Section 402 of the Series 2016A Supplemental Trust Agreement the Trustee deposited the following sums attributable to the Series 2008A-1 Facilities lease purchased hereunder in the following accounts from the proceeds of the Series 2016A Certificates:

Amount	Account
$233,449,972.71	Escrow Deposit Trust Fund
$630,186.04	Series 2016A Cost of Issuance Account

Pursuant to the provisions of Section 402 of the Series 2026A Supplemental Trust Agreement the Trustee will deposit the following sums attributable to the Series 2008A-1 Facilities to be lease purchased hereunder in the following accounts from the proceeds of the Series 2026A Certificates:

Amount	Account
$_____	Series 2016A Escrow Deposit Fund
$_____	Series 2026A Cost of Issuance Account

Section 6. Basic Lease Payments. The principal portion and the interest portion of the Basic Lease Payments, the Lease Payment Dates (each June 15 and December 15, commencing December 15, 2008) and the remaining principal portion with respect to the Series 2008A-1 Facilities to be lease purchased and the Certificates attributable to such Series 2008A-1 Facilities are set forth in Exhibit C hereto. If, upon delivery of the Certificate of Acceptance indicating completion of the acquisition, construction, installation and payment of all costs of the Series 2008A-1 Facilities, or if the School Board determines not to acquire, construct or install one or more components of the Series 2008A-1 Facilities, it is determined that the cost of, and consequently the actual amount of Basic Lease Payments for, a Series 2008A-1 Facility is different from the amount set forth herein, Exhibit C shall be revised as necessary to reflect the adjusted Schedule of Basic Lease Payments for all Series 2008A-1 Facilities to be lease-purchased. The Composite Schedule of Basic Lease Payments shall be no less than the principal and interest payments with respect to the portion of the Certificates relating to the Series 2008A-1 Facilities and shall only be amended in the event of (i) a prepayment or a prepayment deposit of the principal portion of Basic Lease Payments represented by such portion of the Series 2016A Certificates pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of a portion of Series 2016A Certificates pursuant to Article III of the Series 2016A Supplemental Trust Agreement or Section 801 of the Master Trust Agreement or (ii) a prepayment or a prepayment deposit of the principal portion of Basic Lease Payments represented by such portion of the Series 2026A Certificates pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of a portion of Series 2026A Certificates pursuant to Article III of the Series 2026A Supplemental Trust Agreement or Section 801 of the Master Trust Agreement.

The interest portion of the Basic Lease Payments represented by the Series 2016A Certificates and the Series 2026A Certificates, expressed as an annual interest rate, is exempt from the limitations on interest rates set forth in Section 215.84, Florida Statutes, since the Series 2016A Certificates and the Series 2026A Certificates are rated within the three highest rating categories by a nationally recognized rating service.

Section 7. Additional Lease Payments.

Series 2016A Certificates. Additional Lease Payments with respect to the Series 2008A-1 Lease consist of a pro rata portion of the following amounts to be paid with respect to the Series 2008A-1 Lease, except as otherwise provided herein:

1. Trustee Fees: Annual fee of $3,000 payable annually in advance.

2. Trustee Expenses: Expenses to be billed at cost. Legal fee for Trustee counsel at closing of $4,568.20. Thereafter, reasonable costs and expenses pursuant to the Master Lease or Trust Agreement.

Series 2026A Certificates. Additional Lease Payments with respect to the Series 2008A-1 Lease consist of a pro rata portion of the following amounts to be paid with respect to the Series 2008A-1 Lease, Series 2009A-1 Lease and Series 2009A-2 Lease except as otherwise provided herein (the fees set forth below for Trustee services include services for Schedules 2008A-1, 2009A-1 and 2009A-2):

1. Trustee Fees: Annual fee of $[_____] payable annually in advance.

2. Trustee Expenses: Expenses to be billed at cost. Legal fee for Trustee counsel at closing of $[_____]. Thereafter, reasonable costs and expenses pursuant to the Master Lease or Trust Agreement.

Section 8. Prepayment Provisions. In addition to or in lieu of the prepayment provisions of Section 7.2 of the Master Lease, the principal portion of the Basic Lease Payments due as provided in Section 6 of this Schedule 2008A-1 is subject to the following prepayment provisions:

A. Optional Prepayment.

Series 2016A Certificates

(i) The principal portion of Basic Lease Payments represented by the Series 2016A Certificates due on or before June 15, 2026, shall not be subject to prepayment at the option of the School Board.

(ii) The principal portion of Basic Lease Payments represented by the Series 2016A Certificates due on or after June 15, 2027, shall be subject to prepayment on or after June 15, 2026 by the School Board in whole or in part on any Business Day at the option of the School Board, and if in part, in such order of due dates of the principal portion of the Basic Lease Payments as shall be designated by the School Board to be prepaid, at the Prepayment Price equal to 100% of the principal portion of Basic Lease Payments being prepaid plus the interest portion of the Basic Lease Payments with respect to such prepaid principal portion accrued to the Prepayment Date.

Series 2026A Certificates

[to come]

B. Extraordinary Prepayment.

Series 2016A Certificates

The extraordinary prepayment provisions set forth in Section 7.2(b) and Section 5.4(b) of the Master Lease shall not apply to the Series 2008A-1 Lease.

Series 2026A Certificates

[to come]

Section 9. Other Special Provisions.

A. Representations.

(i) The School Board hereby confirms its representations, covenants and warranties set forth in Section 2.10 of the Master Lease, except that all references therein to the Master Lease shall be deemed to refer to the Master Lease as supplemented by this Schedule 2008A-1 and all references therein to the Facilities shall include the Series 2008A-1 Facilities, and except as otherwise provided below. The Corporation hereby confirms its representations, covenants and warranties set forth in Section 2.11 of the Master Lease, except that all references therein to the Master Lease shall be deemed to refer to the Master Lease as supplemented by this Schedule 2008A-1 and all references therein to the Facilities shall include the Series 2008A-1 Facilities, and except as otherwise provided below.

(ii) The Corporation hereby represents that the Master Lease is in effect and that to its knowledge there are no defaults on the date of execution of this Schedule 2008A-1 under any Lease, Ground Lease or the Trust Agreement.

(iii) The School Board hereby represents, covenants and warrants that adequate water, sanitary sewer and storm sewer utilities, electric power, telephone and other utilities are available to the Series 2008A-1 Facilities, or the cost of making them available is included in the School Board's acquisition and construction budget for the Series 2008A-1 Facilities.

B. Continuing Disclosure. For purposes of the Series 2008A-1 Lease, the School Board agrees to comply with the terms and provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of the Series 2008A-1 Lease, failure of the School Board to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, provided it has been satisfactorily indemnified in accordance with Section 602 of the Master Trust Agreement as if it were proceeding under Section 602 of the Master Trust Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Holders of at least 25% aggregate principal amount in Outstanding Series 2016A Certificates or Series 2026A Certificates, shall) or any Holder of the Certificates or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the School Board to comply with its obligations under this Section 9.B. For purposes of this Section, "Beneficial Owner" means any person who (a) has the power, directly or indirectly, to

vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Certificates for federal income tax purposes.

C. Section 3.2(b) of the Master Lease. For purposes of the Series 2008A-1 Lease, Section 3.2(b) of the Master Lease shall read as follows:

> (b) Upon the completion of acquisition and construction of the Series 2008A-1 Facilities and payment of all Costs of the Series 2008A-1 Facilities or upon the termination of the Lease Term of the Series 2008A-1 Lease pursuant to Section 4.1 of the Master Lease, in either case, with the delivery of a Favorable Opinion, the amounts, if any, on deposit in the Acquisition Account for a related Series of Certificates shall be transferred to the Series 2008A Lease Payment Account, to be applied to Basic Lease Payments next coming due under the Series 2008A-1 Lease.

D. Section 3.2(c) of the Master Lease. For purposes of the Series 2008A-1 Lease, Section 3.2(c) of the Master Lease shall read as follows:

> (c) There shall be deposited in the Series 2008A Lease Payment Account for a Series of Certificates related to the Series 2008A Lease, Net Proceeds realized in the event of damage, destruction or condemnation to be applied to Basic Lease Payments under the Series 2008A-1 Lease, as provided for in Section 5.4(b) of the Master Lease.

E. Section 5.4(b) of the Master Lease. For purposes of the Series 2008A-1 Lease, Section 5.4(b) of the Master Lease shall read as follows:

(b) **Option B - Acquisition and Construction of Other Facilities; Deposit to Lease Payment Account**. Provided, however, if the School Board has determined that its operations have not been materially affected and that it is not in the best interest of the School Board to repair, restore or replace that portion of the Facilities as damaged, destroyed or condemned, then the School Board shall not be required to comply with the provisions of subparagraph (a) set forth above. If the Net Proceeds are (i) less than ten percent (10%) of the Remaining Principal Portion of the Basic Lease Payments relating to such Facilities and (ii) equal to or less than the amount of Basic Lease Payments coming due in the immediately following Fiscal Year under such Lease, such Net Proceeds may, at the option of the School Board, be deposited in the Lease Payment Account for the Series of Certificates relating to such Facilities to be credited against Basic Lease Payments next coming due in accordance with Section 3.2(c) hereof. If the Net Proceeds are (i) equal or greater than ten percent (10%) of the Remaining Principal Portion of the Basic Lease Payments relating to such Facilities or (ii) greater than the amount of Basic Lease Payments coming due in the immediately following Fiscal Year under such Lease, then the School Board shall apply such Net Proceeds to pay the Costs of other Facilities to be used for educational purposes, in which case such other Facilities shall become subject to the provisions of the related Lease as fully as if they were the originally leased Facilities; provided that Net Proceeds may be used to pay the Costs of Facilities financed under such Lease or the Costs of Facilities to be used for non-educational purposes with the consent of the Credit Facility Issuer, if any, for the Series of Certificates from which the originally leased Facilities were originally financed.

F. **Section 9.4 of the Master Lease**. Purchasers of the Series 2016A Certificates and Series 2026A Certificates shall be deemed to have consented to this amendment.

SECTION 9.4. Amendments. The terms of this Master Lease and any Schedule hereto shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Corporation and the School Board and, if required under the terms of the Trust Agreement, by the Trustee. Copies of amendments shall be provided to the Rating Agencies. Except as otherwise provided herein, the consent of the holders of at least a majority in principal amount of such Certificates Outstanding who are affected by such waiver, alteration, modification, supplement or amendment shall be required. With respect to insured Certificates, the related Credit Facility Issuer, if any, shall consent in lieu of the consent of the holders of Certificates it insures. Notwithstanding the foregoing, a Schedule may be amended without obtaining the consent of the holders of the affected Certificates or of a Credit Facility Issuer, if any, for the purpose of (1) adding a legal description and/or the permitted encumbrances for a Facility Site which has already been designated in such Schedule, (2) adding additional Facilities to be financed under such Schedule, (3) substituting Facilities in accordance with Section 6.4 hereof, or (4) releasing a Facility or portion thereof if such Facility or portion thereof has been released from the lien of the Lease in accordance with the provisions thereof.

G. Remedies Upon Termination. Certain Facilities financed under Schedule 2001B-1 dated as of January 1, 2002, as amended and restated and amended to date ("Prior Schedule 2001B-1"); Schedule 2004-1 dated as of June 1, 2004, as Amended and Restated as of June 1, 2006 ("Prior Schedule 2004-1"); Schedule 2005A-1 dated as of May 15, 2005, as Amended and Restated as of March 1, 2007 and June 1, 2008 ("Prior Schedule 2005A-1"); Schedule 2005B dated as of May 15, 2005, as Amended and Restated as of March 1, 2007 and June 1, 2008 ("Prior Schedule 2005B"); Schedule 2006-1 dated as of June 1, 2006, as Amended and Restated as of March 10, 2011 ("Prior Schedule 2006-1") and Amended and Restated Schedule 2008A-1 dated as of June 1, 2008, October 1, 2008, April 1, 2009, and February 1, 2014 ("Prior Schedule 2008A-1" and together with Prior Schedule 2001B-1, Prior Schedule 2004-1, Prior Schedule 2005A-1 and Prior Schedule 2005B, the "Prior Schedules"), each as amended by an Amendment dated as of June 1, 2008 and Prior Schedule 2004-1, 2005A-1 and 2006-1 each as amended by an Amendment on June 1, 2009 and Schedule 2008A-1 as amended on June 1, 2009 and June 1, 2011 (collectively, the "Amendment") executed by the School Board, the Corporation and, as applicable, the Trustee, as assignee of the Corporation, are also being financed as Series 2008A-1 Facilities under this Schedule 2008A-1, as described on Schedule I attached hereto (the "Overlapping Facilities"). Capitalized terms used, but not defined, in this Section 9.G. shall have the meanings assigned thereto in the Amendment. Schedule I provides the source of funding from Certificate proceeds of the Overlapping Facilities. Notwithstanding anything to the contrary in the Prior Schedules, the Prior Ground Leases, the Series 2008A Ground Lease or this Schedule 2008A-1, including particularly Sections 5 and 7 of the Prior Ground Leases and the Series 2008A Ground Lease, upon the termination of the term of:

(1) the Series 2001B-1 Lease or the Series 2008A-1 Lease, the proceeds derived from exercising any of the remedies available under the Master Lease with respect to the Southwest Bus Parking Facilities shall be allocated to Schedule 2001B-1 and to Schedule 2008A-1 in proportion to the amount of the financing of the Southwest Bus Parking Facilities provided by Series 2001B-1 Lease and the Series 2008A-1 Lease, respectively, and to the Holders of the outstanding (i) Series 2004B Certificates, (ii) Series 2011A Certificates, (iii) Series 2012A Certificates, (iv) Series 2008A Certificates and (v) the Series 2016A Certificates to the extent of the interest of each such Series of Certificates in the applicable Lease;

(2) the Series 2004-1 Lease or the Series 2008A-1 Lease, the proceeds derived from exercising any of the remedies available under the Master Lease (i) with respect to Apollo Middle School shall be allocated to Schedule 2004-1 and to Schedule 2008A-1 in proportion to the amount of the financing of Apollo Middle School provided by Schedule 2004-1 and Schedule 2008A-1, and (ii) with respect to Pompano Beach Middle School be allocated to Schedule 2004-1 and to Schedule 2008A-1 in proportion to the amount of the financing of Pompano Beach Middle School provided by Schedule 2004-1 and Schedule 2008A-1, and to the Holders of the outstanding (i) Series 2008A Certificates in accordance with the Series 2008A-1 Lease, (ii) Series 2004C Certificates in accordance with the Series 2004-1 Lease, (iii) Series 2004D Certificates in accordance with the Series 2004-1 Lease, (iv) Series 2012A Certificate in accordance with the Series 2004-1 Lease, (v) Series 2014A Certificates in accordance with the Series 2004-1 Lease, and (vi) Series 2016A Certificates in accordance with the Series 2008-1 Lease;

(3) the Series 2005A-1 Lease or the Series 2008A-1 Lease, the proceeds derived from exercising any of the remedies available under the Master Lease (i) with respect to Elementary School "A" shall be allocated to Schedule 2005A-1 and to Schedule 2008A-1 in proportion to the amount of the financing of Elementary School "A" provided by Schedule 2005A-1 and Schedule 2008A-1 and (ii) with respect to Nova High School be allocated to Schedule 2005A-1 and to Schedule 2008A-1, and to the Holders of the outstanding (i) Series 2008A Certificates in accordance with the Series 2008A-1 Lease, (ii) Series 2015A Certificates in accordance with the Series 2008A-1 Lease and the Series 2015A Supplemental Trust Agreement, and (iii) Series 2016A Certificates in accordance with the Series 2008-1 Lease;

(4) the Series 2005B Lease or the Series 2008A-1 Lease, the proceeds derived from exercising any of the remedies available under the Master Lease with respect to Elementary School "Z" shall be allocated to Schedule 2005B and to Schedule 2008A-1 in proportion to the amount of the financing of Elementary School "Z", and to the Holders of the outstanding (i) Series 2005B Certificates in accordance with the Series 2005B Lease, (ii) Series 2008A Certificates in accordance with the Series 2008A-1 Lease, (iii) Series 2012B Certificates in accordance with the Series 2005B Lease, (iv) Series 2015A Certificates in accordance with the Series 2008A-1 Lease; and (v) Series 2016A Certificates in accordance with the Series 2008-1 Lease;

(5) the Series 2006-1 Lease or the Series 2008A-1 Lease, the proceeds derived from exercising any of the remedies available under the Master Lease with respect to Peters Elementary School shall be allocated to Schedule 2006-1 and to Schedule 2008A-1 in proportion to the amount of the financing of Peters Elementary School, and to the Holders of the outstanding (i) Series 2006A Certificates in accordance with the Series 2006-1 Lease (ii) Series 2008A Certificates in accordance with the Series 2008A-1 Lease, (iii) Series 2015A Certificates in accordance with the Series 2006-1 Lease, (iv) Series 2015C Certificates in accordance with the Series 2006-1 Lease, and (v) Series 2016A Certificates in accordance with the 2008A-1 Lease;

(6) The Series 2008A-1 Lease or the Series 2009A-1 Lease, the proceeds derived from exercising any of the remedies available under the Mater Lease with respect to Harbordale Elementary School shall be allocated to Schedule 2008A-1 and to Schedule 2009A-1 in proportion to the amount of the financing of Harbordale Elementary School, and to the Holders of the outstanding (i) Series 2008A Certificates in accordance with the Series 2008A-1 Lease (ii) Series 2009A Certificates in accordance with the Series 2009A-1 Lease, (iii) Series 2016A Certificates in accordance with the Series 2008A-1 Lease, and (iv) Series 2016B Certificates in accordance with the Series 2009A-1 Lease; and

(7) The Series 2009A-1 Lease (as defined in Schedule 2009A-1), the proceeds derived from exercising any of the remedies available under the Master Lease with respect to the Southwest Bus Parking Facilities (also known as "PPO Zone 4") shall be allocated to Schedule 2008A-1, to Schedule 2001B-1 and to Schedule 2009A-1 in proportion to the amount of the financing of Southwest Bus Parking Facilities, and pro rata to the Holders of the outstanding (i) Series 2008A Certificates in accordance with the Series 2008A-1 Lease (ii) Series 2012A Certificates in accordance with the Series 2001B-1 Lease, (iii)

Series 2009A Certificates in accordance with the Series 2009A-1 Lease, (iv) Series 2011A Certificates in accordance with the 2001B-1 Lease, (v) Series 2016A Certificates in accordance with the Series 2008A-1 Lease, (vi) Series 2016B Certificates in accordance with the Series 2009A-1 Lease, and (vii) Series 2017B Certificates in accordance with the Series 2009A-1 Lease; and

H. No Surrender of Series 2008A-1 Comprehensive Needs Projects.

(A) Upon termination of the Series 2008A-1 Lease Term prior to the payment of all Lease Payments scheduled therefor or without the payment of the then applicable Purchase Option Price of the Series 2008A-1 Comprehensive Needs Projects, or (B) as provided in Section 8.2 of the Master Lease upon the occurrence of an event of default, then the Purchase Option Price of the Series 2008A-1 Comprehensive Needs Projects, shall become immediately due and payable, but only from the School Board's current or other funds authorized by law and appropriated for such purpose as provided in Section 3.1 of the Master Lease. The Corporation's sole remedy (other than rights and remedies it may have at law against the School Board's legally available funds for compensatory damages as provided below upon the occurrence of an Event of Default under Section 8.1 of the Master Lease) shall be to seek a judgment against the School Board for the unpaid balance of the Purchase Option Price for the Series 2008A-1 Comprehensive Needs Projects, which judgment shall be enforceable solely against the School Board's legally available funds.

Notwithstanding the obligations of the School Board to pay the Purchase Option Price of the Series 2008A-1 Comprehensive Needs Projects, the School Board shall be under no obligation to transfer possession of and/or title to the Series 2008A-1 Comprehensive Needs Projects to the Corporation, and the Corporation shall have no right under the Series 2008A-1 Lease to involuntarily dispossess the School Board of the use and enjoyment of or title to any of the Series 2008A-1 Comprehensive Needs Projects, and the Corporation hereby irrevocably waives any right to specific performance of the School Board's covenants upon any such termination of the Lease Term.

Upon the termination of the Lease Term as a result of a default by the School Board, the Corporation shall have, in addition to the rights and remedies described above, the right to sue for compensatory damages, including damages for any loss suffered by the Corporation or the Trustee as a result of the School Board's failure to pay the unpaid balance of the Purchase Option Price for the Series 2008A-1 Comprehensive Needs Projects when due.

I. Section 6.4 of the Master Lease. Purchasers of the Series 2016A Certificates and Series 2026A Certificates shall be deemed to have consented to this amendment.

> **SECTION 6.4. Substitution of Facilities**. To the extent permitted by law, on or after the Completion Date the School Board may substitute for any Facilities other facilities owned by the School Board, provided such substituted facilities (a) have the same or a greater remaining useful life, (b) have a fair market value equal to or greater than the Facilities for which they are substituted, (c) are of substantially equal utility as the Facilities to be replaced and meet the requirement of Section 5.9 hereof, (d) are free and clear of all liens and

encumbrances, except Permitted Encumbrances and (e) are approved by the State Department of Education. In addition, to the extent permitted by law, prior to the Completion Date the School Board may release and/or substitute for any Facilities to be acquired, constructed and installed under a particular Schedule other facilities to be acquired, constructed and installed, provided that (1) any substituted facilities satisfy the requirements of clauses (a), (c), (d) and (e) above and (2) following such substitution and/or release, the sum of (x) with respect to Facilities for which a Certificate of Acceptance has not been delivered, the Cost of the acquisition, construction and installation of the Facilities plus (y) with respect to Facilities for which a Certificate of Acceptance has been delivered, the fair market value of the Facilities, financed under the Schedule from which the Facilities are to be substituted and/or released is greater than or equal to the remaining principal portion of Basic Lease Payments due under such Schedule. In order to effect such substitution, the Facilities to be replaced shall be released from the encumbrance of the related Lease and Ground Lease by appropriate instrument executed by the School Board and the Corporation (or Trustee as assignee of the Corporation) in form sufficient to leave good and marketable fee simple title to such Facilities in the School Board subject only to Permitted Encumbrances, and the Facilities to be substituted shall likewise be incorporated in the appropriate Lease and Ground Lease modifications. The related Schedule shall be appropriately amended, and the related Ground Lease shall be amended or canceled and replaced, to reflect such substitution.

There shall also be delivered at the time of substitution an Opinion of Counsel as described in Section 6.1 hereof with respect to the substitute Facility Site.

For purposes hereof, "fair market value" shall be determined on the basis of an MAI appraisal performed by an appraiser jointly selected by the School Board and the Trustee.

J. Release of Series 2008A-1 Facilities. The Purchasers of the Series 2016A Certificates and Series 2026A Certificates shall be deemed to have consented to this amendment.

Notwithstanding anything to the contrary in the Master Lease, one or more Series 2008A-1 Facilities financed by the Series 2008A-1 Lease may be released from the lien of such Lease if after the release of the Facility or Facilities the total construction cost of remaining Series 2008A-1 Facilities exceeds the remaining principal portion of the Basic Lease Payments payable under the Series 2008A-1 Lease. The Series 2008A-1 Facilities released under this Section 9.J. shall be deemed to be paid and fee simple title to such Series 2008A-1 Facilities shall vest in the School Board free and clear of all encumbrances except Permitted Encumbrances.

The Corporation hereby appoints the School Board as its agent to prepare and file or record in appropriate offices such documents as may be necessary to cause record title to such Series 2008A-1 Facilities to vest in

the School Board. The Corporation agrees to immediately execute a warranty deed for the Series 2008A-1 Facilities and an assignment of all its right, title, and interest to such Series 2008A-1 Facilities under the Series 2008A-1 Lease and Series 2008A-1 Ground Lease to the School Board, and shall execute an amendment to Schedule 2008A-1, as well as all other instruments necessary to vest good and marketable fee simple title to the released Series 2008A-1 Facility or Series 2008A-1 Facilities in the School Board subject only to Permitted Encumbrances. The Series 2008A-1 Ground Lease shall then be modified, as provided therein. The Corporation shall request the execution of such instruments by the Trustee as may be necessary to effect the conveyance described herein.

K. **Effective Date**. Schedule 2008A-1, as amended and restated as of April 1, 2026, shall be effective as of April __, 2026.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Corporation has caused this Schedule 2008A-1 to be executed in its corporate name by its duly authorized officers, the School Board has caused this Schedule 2008A-1 to be executed in its name by its duly authorized members or officers, and the Trustee has caused this Schedule 2008A-1 to be executed in its name by one of its duly authorized officers, all as of the day and year first written above.

[SEAL]

Attest:

By:_____
Dr. Howard Hepburn
Secretary

BROWARD SCHOOL BOARD LEASING CORP.

By:_____
Sarah Leonardi
President

[SEAL]

Attest:

By:_____
Dr. Howard Hepburn
Secretary

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By:_____
Sarah Leonardi
Chair

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By:_____
Deborah Lamb
Vice President

SCHEDULE I

Facility	Amount Financed Under Schedule 2008A-1	Related Prior Schedule	Amount Financed Under Related Prior Schedule	Total Amount (Prior Schedule and Schedule 2008A-1)
Apollo Middle	$11,381,963	2004-1	$5,745,979	$17,127,942
Elementary School "Z" (Area A1)	9,095,150	2005B	22,012,617	31,107,767
Elementary School "A" (Area C1)	7,446,766	2005A-1	21,816,000	29,262,766
Harbordale Elementary School	6,900,870	2009A-1	2,075,215	8,976,084
Nova High	6,607,830	2005A-1	7,526,472	14,134,302
Peters Elementary	6,539,550	2006-1	8,557,500	15,097,050
Pompano Beach Middle	10,051,109	2004-1	20,014,125	17,232,119
Southwest Bus Parking Facilities	23,715,627	2001B-1	9,667,258	33,392,885
	$81,738,865.00		$97,415,166.00	$166,330,915.00

EXHIBIT A TO SCHEDULE 2008A-1

A. General Description of the Series 2008A-1 Facilities to be Lease Purchased:

Apollo Middle School – A 14 classroom addition at the existing middle school located at 6800 Arthur Street in the City of Hollywood. This addition will total approximately 21,899 gross square feet. This addition will provide 14 intermediate classrooms, custodial closets, teacher planning and student/staff restrooms. It will add approximately 308 student stations to the schools' capacity.

Boyd Anderson High School – A kitchen/cafeteria replacement at the existing high school located at 3050 NE 41 Street in the city of Lauderdale Lakes. This replacement will total approximately 38,689 gross square feet. This cafeteria space will serve some 2,411 students currently attending this high school. It will provide a student and teacher dining area, Food Court, Kitchen, Custodial spaces, and student/staff/ restrooms.

Coconut Creek High School – A Regional Athletic Complex at the existing high school located at 1400 NW 44 Avenue in the city of Coconut Creek. The project will consist of a new Football Field, a 400 Meter Tracks, bleachers, Press Box, Concession building, Ticket Booth, Visitor and Home Restrooms. This Regional Athletic Complex space will serve some 2,425 students currently attending this high school.

Cooper City High School (Kitchen/Cafeteria) – A kitchen/cafeteria replacement at the existing high school located at 9401 Stirling Road in the city of Cooper City. This replacement will total approximately 37,449 gross square feet. This cafeteria space will serve some 2,357 students currently attending this high school. It will provide a student and teacher dining area, Food Court, Kitchen, Student Activities, Custodial spaces, and student and staff restrooms.

Cypress Run Education Center – A new school located at 2251 NW 18 Street in the City of Pompano Beach. This facility will total approximately 18,956 gross square feet. This facility will serve some 600 students currently attending this center. This school will have 15 Self-Contained classrooms, 2 Science Labs, with associated spaces, 2 Time Out Rooms, 1 skills development labs, 1 art labs, 2 Technical Labs, physical education, administration and guidance, custodial, food service, teacher planning, teacher dining, multipurpose, stage and support, textbook storage, public use facilities, media center, student, staff and public restrooms and various support spaces.

Discovery Elementary School – This school to be located at 8800 NW 54th in the City of Sunrise 102,000 gross square feet and a student capacity of 960. It will house grade PreK-5 students. This school will have 32 Primary classrooms, 14 Intermediate classrooms 5 resource rooms, 2 skills development labs, 1 art labs, 1 music, physical education, ESE, administration and guidance, custodial, food service, teacher planning, teacher dining, multipurpose, stage and support, textbook storage, media center, student, staff and public restrooms and various support spaces.

Heron Heights Elementary School – This school to be located at 11010 Nob Hill Road in the City of Parkland will have 102,000 gross square feet and a student capacity of 960. It will house grades K-5. This school will have 32 Primary classrooms, 14 Intermediate classrooms 5 resource rooms, 2 skills development labs, 1 art labs, 1 music, physical education, ESE, administration and guidance, custodial, food service, teacher planning, teacher dining, multipurpose, stage and

support, textbook storage, media center, student, staff and public restrooms and various support spaces.

Harbordale Elementary School – A 16 classroom replacement at the existing elementary school located at 900 SE 15 Street in the City of Fort Lauderdale. This addition will add approximately 23,700 gross square feet of permanent building to the school. It will house K-5 students. This addition will provide 8 primary and 8 intermediate classrooms, custodial closets and student/staff/ restrooms.

Lauderdale Manors Elementary School – A 15 classroom replacement at the existing elementary school located at 1400 NW 14 Court in the City of Fort Lauderdale. This addition will add approximately 24,590 gross square feet of permanent building to the school. It will house K-5 students. This addition will provide 5 primary and 6 intermediate classrooms, 4 Self-contained ESE classrooms, Administration spaces, Teacher Planning, custodial closets and student/staff/ restrooms. It will add approximately 262 student stations to the schools' capacity.

Northeast High School – A cafeteria replacement at the existing high school located at 700 NE 56 Street in the city of Oakland Park. This replacement will total approximately 29,449 gross square feet. This cafeteria space will serve some 2,098 students currently attending this high school. It will provide a student and teacher dining area, Food Court, Kitchen, Custodial spaces, and student and staff restrooms.

Nova High School – An Aquatics Sports complex at the existing high school located at 3600 College Avenue in the city of Davie. This project will total approximately 15,000 gross square feet and remediate current ADA and Life Safety issues. This Aquatic Complex space will serve some 2,357 students currently attending this high school. It will provide a new Teaching Pool, Competition pool, Equipment /pump building, Student Locker Room/Shower/Restroom, Staff Locker Room/Shower/Restroom.

Peters Elementary School – A cafeteria replacement at the existing elementary school located at 851 NW 68 Avenue in the city of Plantation. This replacement will total approximately 18,956 gross square feet. This cafeteria space will serve some 786 students currently attending this elementary school. It will provide a student and teacher dining area, a multipurpose/dining/meeting area, kitchen, and student/staff/public restrooms.

Pompano Beach Middle School – An 8 classroom addition and a cafeteria/kitchen/multipurpose/stage project at the existing school located at 310 NE 6th Street in the City of Pompano Beach. This addition will add approximately 53,030 gross square feet of permanent building to the school. It will house 6-8 students. This addition will provide 8 general classrooms, custodial closets and student restrooms. It will add approximately 176 student stations to the schools' capacity. The Cafeteria replacement will add approximately 32,520 gross square feet of permanent building to the school. This cafeteria space will serve some 961 students currently attending this middle school. It will provide a kitchen, student and teacher dining area, a multipurpose/stage area, Custodial spaces, and student/staff/ restrooms.

Southwest Bus Parking Facilities – A new Bus/Fleet Maintenance Facility located at 20251 Stirling Road in the city of Pembroke Pines. This addition will add approximately 36,332 gross

square feet of permanent building on the site. This 35 area site will contain Administrative Offices and Support spaces, Staff Lounge, School Bus Work Bays, Bus Maintenance support spaces, Administrative, Equipment and Parts storage, and Staff Restrooms.

Stephen Foster Elementary School – A 12 classroom addition at the existing elementary school located at 3471 SW 22 Street in the City of Fort Lauderdale. This addition will total approximately 18,956 gross square feet. This addition will add approximately 20,398 gross square feet of permanent building to the school. It will house K-5 students. This addition will provide 6 primary and 6 intermediate classrooms, custodial closets and student/staff/ restrooms. It will add approximately 240 student stations to the schools' capacity.

Tropical Elementary School – A 14 classroom addition at the existing elementary school located at 1500 S.W. 66th Avenue in the City of Plantation. This addition will total approximately 22,261 gross square feet. This addition will provide 14 Primary classrooms, Student Restrooms, and Custodial spaces. It will add approximately 252 student stations to the school's capacity.

Western High School – A 36 classroom addition at the existing high school located at 1200 Southwest 136th Avenue in the Town of Davie. This addition will add approximately 57,835 gross square feet of permanent building to the campus. It will house 9-12 grade students. This addition will provide 30 classrooms, 6 Science Labs, a Science Preparation area, Administration, Teacher Planning, a PE facility, custodial areas and student/staff restrooms. It will add approximately 900 student stations to the school's capacity.

B. General Description of the Series 2008A-1 Comprehensive Needs Projects to be Lease Purchased:

Project Description	**Estimated Useful Life**
ADA Compliance	20 years
Safety (fencing, fire alarm, etc.)	20 years
Various other Remodeling & Renovation Projects	20 years
Indoor Air Quality/HVAC	20 years
Roofing	20 years
Technology (infrastructure, networking, etc.	20 years
Technology (end-user equipment)	7 years

C. Estimated Costs of the Series 2008A-1 Facilities to be Lease Purchased:

Facility	Planning	Acquisition and Construction	Total Project Cost
Apollo Middle School	$1,127,942	$10,254,021	$11,381,963
Boyd Anderson High School	923,808	15,396,807	16,320,615
Coconut Creek High School	495,000	4,500,000	4,995,000
Cooper City High School (Kitchen/Cafeteria)	1,039,176	17,319,600	18,358,776
Cypress Run Education Center	1,545,314	14,048,312	15,593,626
Stephen Foster Elementary School	235,786	3,929,767	4,165,553
Harbordale Elementary School	683,870	6,217,000	6,900,870
Lauderdale Manors Elementary School	531,850	4,835,000	5,366,850
Discovery Elementary School	737,968	6,708,798	7,446,766
Heron Heights Elementary School	901,321	8,193,829	9,095,150
Northeast High School	648,832	10,813,861	11,462,693
Nova High School	654,830	5,953,000	6,607,830
Peters Elementary School	370,163	6,169,387	6,539,550
Pompano Beach Middle School	996,056	9,055,053	10,051,109
Southwest Bus Parking Facilities	1,983,382	18,030,743	20,014,125
Tropical Elementary School	276,647	4,610,783	4,887,430
Western High School	2,872,375	26,112,500	28,984,875
TOTAL	$16,024,320.00	$172,148,461.00	$188,172,781.00

D. Estimated Costs of the Series 2008A-1 Comprehensive Needs Projects to be Lease Purchased:

The following reflects current expectations of the School Board as to the cost of the Series 2008A-1 Comprehensive Needs Projects and is subject to change and amendment.

Description	Cost
ADA Compliance	
Safety (fencing, fire alarm, etc.)	
Various other Remodeling & Renovation Projects	
Indoor Air Quality/HVAC	
Roofing	
Technology (infrastructure, networking, etc.)	
Technology(end-user equipment)	
Total	$69,220,000.00

EXHIBIT B TO SCHEDULE 2008A-1

LEGAL DESCRIPTIONS AND PERMITTED ENCUMBRANCES OF SERIES 2008A-1 FACILITY SITES

A. DESCRIPTION OF REAL ESTATE

Apollo Middle School

A portion of "Boulevard Heights Section Five" as recorded in Plat Book 50, Page 44 of the Public Records of Broward County, Florida, described as follows:

Commence at the Northeast corner of the South ½ (one-half) of the Southwest ¼ (one-quarter) of Section 11, Township 51 South, Range 41 East; thence along the East line of Block 11 of said "Boulevard Heights Section Five", South 00°08'35" West (Bearing Basis) 410.39 feet; thence North 89°51'25" West 188.98 feet to the Point of Beginning; thence South 00°00'23" West 18.92 feet; thence South 89°59'37" East 5.75 feet; thence South 00°00'23" West 106.67 feet; thence North 89°59'37" West 4.17 feet; thence South 00°00'23" West 17.33 feet; thence North 89°59'02" West 79.50 feet; thence North 00°00'23" East 123.99 feet; thence South 89°59'37" East 2.33 feet; thence North 00°00'22" East 18.92 feet; thence South 89°59'37" East 75.58 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Hollywood, Broward County, Florida and containing 11732 square feet (0.269 acres) more or less.

Boyd Anderson High School

A portion of the W 1/2 of the NW 1/4 of Section 20, Township 49 South, Range 42 East, lying North of the Central and Southern Florida Flood Control District (C-13), less the West 353 feet thereof, together with the West 50 feet of the E 1/2 of the NW 1/4 of Section 20, lying North of said Flood Control District.
Said portions are described as follows:

Commence at the Northeast corner of the West 1/2 (one-half) of the Northwest 1/4 (one-quarter) of said Section 20; thence along the North line of said Section 20, South 01°01'56" East 714.68 feet; thence South 88°58'04" West 86.83 feet to the Point of Beginning; thence South 01°01'56" East 250.83 feet; thence South 88°58'04" West 126.67 feet; thence North 01°01'56" West 230.66 feet; thence North 88°58'04" East 83.50 feet; thence North 01°01'56" West 20.17 feet; thence North 88°58'04" East 43.17 feet to the Point of Beginning.

Said lands situate, lying, and being in the City of Lauderdale Lakes, Broward County, Florida.

Coconut Creek High School

The South 400.00 feet of the East 675.00 feet of the West 750.00 feet of Tract 27 AND the North

100.00 feet of the East 675.00 feet of the West 750.00 feet of Tract 28, All in Block 92, THE PALM BEACH FARMS COMPANY PLAT NO. 3, according to the plat thereof as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the Public Records of Palm Beach County, Florida.

Said lands situate, lying and being in the City of Coconut Creek, Broward County, Florida.

Cooper City High School (Kitchen)

Portion of Tract 14, of JOHN W. NEWMAN'S SURVEY of Section 32, Township 50 South, Range 41 East, according to the Plat thereof, recorded in Plat Book 2, Page 26 of the Public Records of Dade County, Florida, more fully described as follows:

Commencing at the Southwest corner of said Tract 14, thence North 87°44'27" East along the South line of said Tract 14, a distance of 1083.05 feet; thence North 02°14'07" West, a distance of 758.10 feet to the Point of Beginning; thence continuing North 02°14'07" West, a distance of 215.00 feet; thence South 87°45'53" West, a distance of 195.00 feet; thence South 02°14'07" East, a distance of 140.00 feet; thence South 87°45'53" West, a distance of 155.00 feet; thence South 02°14'07" East, a distance of 40.00 feet; thence North 87°45'53" East, a distance of 155.00 feet; thence South 02°14'07" East, a distance of 35.00 feet; thence North 87°45'53" East, a distance of 195.00 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida and containing 48,125 square feet or 1.1048 acres more or less.

Cypress Run Education Center

A parcel of land being a portion of Parcel 23 of "Alpha 250" according to the Plat thereof as recorded in Plat Book 156, Page 26 of the Public Records of Broward County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Parcel 23; thence North 88°49'55" East, along the North line of said Parcel 23, a distance of 150.29 feet; thence South 01°01'05" East, perpendicular to the last described course, 86.16 feet to the Point of Beginning; thence South 67°25'15" East, 85.83 feet; thence South 22°34'45" West, 93.87 feet; thence South 67°25'15" East, 158.83 feet; thence South 22°34'45" West, 4.83 feet; thence South 67°25'15" East, 17.08 feet; thence South 22°34'45" West, 31.67 feet; thence North 67°25'15" West, 4.00 feet; thence South 22°34'45" West, 11.33 feet; thence South 67°25'15" East, 4.00 feet; thence South 22°34'45" West, 36.50 feet; thence North 67°27'30" West, 188.50 feet; thence South 22°34'45" West, 33.88 feet; thence North 67°25'15" West, 38.87 feet; thence South 22°34'45" West, 29.91 feet; thence South 67°02'06" East, 10.67 feet; thence South 22°34'45" West, 11.74 feet; thence North 83°25'15" West, 66.93 feet; thence North 22°34'45" East, 77.50 feet; thence North 67°25'15" West, 7.55 feet; thence North 22°34'45" East, 27.45 feet; thence South 73°25'15" East, 5.33 feet; thence North 22°45'45" East, 36.33 feet; thence North 68°05'21" West, 3.10 feet to a point on the arc of a nontangent curve concave to the Southeast, a radial line of said curve through said point having a radius of 670.37 feet; thence Northeasterly, along the arc of said curve to the right, having a central angle of 08°28'18" for an arc distance of 99.12 feet to a point on a nontangent line; thence South 67°25'15"

East, along said nontangent line, 24.53 feet; thence North 22°34'45" East, 31.55 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida.

Stephen Foster Elementary School

A portion of Tract 'A' of Amante School Site, according to the Plat thereof as recorded in Plat Book 47, Page 17 of the Public Records of Broward County, Florida, described as follows: Commence at the Northernmost Northwest corner of said Tract 'A'; thence on an assumed bearing, along the North line of said Tract 'A', North 89°56'03" East 199.74 feet; thence South 00°03'57" East 127.58 feet to the Point of Beginning; thence North 90°00'00" East 72.00 feet; thence South 14.79 feet; thence North 90°00'00" East 14.00 feet; thence South 37.81 feet; thence West 5.67 feet; thence South 17.27 feet; thence West 8.33 feet; thence South 24.13 feet; thence West 72.00 feet; thence North 7.88 feet; thence West 14.00 feet; thence North 62.13 feet; thence North 90°00'00" East 14.00 feet; thence North 24.00 feet to the Point of Beginning.

Said lands situate, lying, and being in the City of Fort Lauderdale, Broward County, Florida.

Harbordale Elementary School

A portion of Parcel “A” of “HARBORDALE” according to the Plat thereof as recorded in Plat Book 41, Page 9 of the Public Records of Broward County, Florida, said portion being more particularly described as follows:

Commence at the Northeast corner of said Parcel “A”; thence along the North line of said Parcel “A”, on an assumed bearing of North 89°59’57” West 138.99 feet; thence South 00°00’00” East 37.45 feet to the POINT OF BEGINNING (1); thence continue South 00°00’00” East 93.33 feet; thence South 90°00’00” West 47.17 feet; thence North 00°00’00” West 93.33 feet; thence North 90°00’00” East 47.17 feet to the POINT OF BEGINNING (1). Said lands situate, lying, and being in the City of Fort Lauderdale, Broward County, Florida and containing 4402 square feet (0.101 acres) more or less.

TOGETHER with another portion of said Parcel “A” as follows:

Commence at the Northeast corner of said Parcel “A”; thence along East line of said Parcel “A” on an assumed bearing of South 00°01’13” East 441.64 feet; thence South 90°00’00” West 58.62 feet to the POINT OF BEGINNING (2); thence continue South 90°00’00” West 164.00 feet; thence North 00°00’00” West 62.00 feet; thence North 90°00’00” East 164.00 feet; thence South 00°00’00” East 62.00 feet to the POINT OF BEGINNING (2). Said lands situate, lying, and being in the City of Fort Lauderdale, Broward County, Florida and containing 10168 square feet (0.233 acres) more or less.

Lauderdale Manors Elementary School

A portion of Tracts "A" and "C", LAUDERDALE MANORS ADDITION, according to the Plat thereof, as recorded in Plat Book 30, Page 10, of the Public Records of Broward County, Florida; together with a portion of Lots 8 and 11, Block 90, CHATEAU PARK SECTION 8, as recorded in Plat Book 9, Page 68, of the Public Records of Broward County, Florida, said portions described as follows:

Commence at the Southeast corner of said Tract "C"; thence on an assumed bearing, along the South line of said Tract "C", South 89 degrees 42' 21" West 52.37 feet; thence North 00 degrees 17' 39" West 44.50 feet to the Point of Beginning; thence continue North 00 degrees 17' 39" West 18.00 feet; thence South 88 degrees 42' 21" West 13.08 feet; thence North 00 degrees 17' 39" West 6.00 feet; thence South 89 degrees 42' 21" West 0.25 feet; thence North 00 degrees 17' 39" West 12.00 feet; thence North 89 degrees 42' 21" East 0.25 feet; thence North 00 degrees 16' 43" West 6.00 feet; thence North 89 degrees 42' 21" East 5.25 feet; thence North 00 degrees 17' 39" West 54.00 feet; thence North 89 degrees 42' 21" East 56.08 feet; thence South 00 degrees 17' 39" East 14.00 feet; thence North 89 degrees 42' 21" East 41.08 feet; thence South 00 degrees 17' 39" East 4.00 feet; thence North 89 degrees 42' 21" East 42.75 feet; thence North 00 degrees 17' 39" West 4.00 feet; thence North 89 degrees 42' 21" East 84.08 feet; thence South 00 degrees 17' 39" East 28.00 feet; thence South 89 degrees 42' 21" West 3.00 feet; thence South 00 degrees 17' 39" East 10.00 feet; thence North 89 degrees 42' 21" East 3.08 feet; thence South 00 degrees 17' 39" East 42.00 feet; thence South 89 degrees 42' 21" West 84.17 feet; thence North 00 degrees 17' 39" West 4.00 feet; thence South 89 degrees 42' 21" West 19.83 feet; thence South 00 degrees 17' 41" East 6.00 feet; thence South 89 degrees 42' 21" West 112.25 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida.

Heron Heights Elementary School

Tract A, of Parkland Village, according to the Plat thereof, as recorded in Plat Book 177, Page 15, of the Public Records of Broward County, Florida.

Discovery Elementary School

Parcel A, of C & P Properties Plat, according to the plat thereof, as recorded in Plat Book 160, Page 34, of the Public Records of Broward County, Florida.

Northeast High School

A portion of the Northwest one-quarter (N.W.1/4). of Section 14. Township 49 South. Range 42 East, Broward County. Florida. being more particularly described as follow:

COMMENCEMENT at the Northwest Corner of Parcel 1, DELPHI ENTERPRISES COMMERCIAL CENTER. according to the plat thereof as recorded in Plat Book 82. Page 13 of the Public Records of Broward County Florida thence South 00°18'38" East, on the West Line of said Parcel 1 a distance of 21.53 feet; thence North 90°00'00" West a distance of 1227.47 feet; thence North 00°00'00" East, a distance of 146.66 feet to the POINT OF BEGINNING; thence continuing North 00°00'00" East a distance of 175.55 feet. thence South 90°00'00" West a distance of 98.95 feet, thence South 00°00'00" West, a distance of 23.40 feet thence South 90°00'00" West a distance of 17.90 feet; thence South 00°00'00" West, a distance of 23.40 feet; thence South 90°00'00" West, a distance of 40.00 feet; thence South 00°00'00" West,. a distance of 142.95: thence North 00°00'00" East a distance of 107.40 feet; thence North 00°00'00" East a distance of 14.20 feet thence North 90°00'00" East a distance of 49.45 feet to the POINT OF BEGINNING.

Nova High School

A portion of Block 4, Hollywood Villas, according to the plat thereof, as recorded in Plat Book 12, Page 10, of the Public Records of Broward County, Florida, described as follows:

Commence at the Southwest corner of Tract 21 of Everglades Land Sales Co., Subdivision of Sections 27 and 34 and the West 1/2 of Sections 26 and 35 Township 50 South, Range 41 East, as recorded in Plat Book 2, Page 34 of the Public Records of Miami - Dade County, Florida; thence along the South line of said Tract 21, North 88 degrees 08'43" East (Bearing Basis) 1326.87 feet; thence North 88 degrees 10'16" East along the South line of said Hollywood Villas a distance of 1005.33 feet; thence North 01 degrees 49'44" West 413.40 feet to the Point of Beginning; thence North 75 degrees 20'03" West 100.19 feet; thence North 30 degrees 20'03" West 77.99 feet; thence North 14 degrees 39'57"East 118.35 feet; thence South 75 degrees 20'03" East 183.00 feet; thence South 14 degrees 39'57" West 151.00 feet; thence North 75 degrees 20'03" West 27.67 feet; thence South 14 degrees 39'57" West 22.50 feet to the POINT OF BEGINNING.

Said lands situate, lying, and being in the Town of Davie, Broward County, Florida.

Peters Elementary School

A portion of Tract "A", PLANTATION GARDENS, 5TH SECTIONS, according to the plat thereof, as recorded in Plat Book 46, Page 29, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCEMENT at the Northwest Corner of said Tract "A"; thence South 88 degrees 20'45" east, on the North Line of said Tract "A", a distance of 278.54 feet; thence South 00 degrees 00'00" East, a distance of 344.03 feet to the POINT OF BEGINNING; thence continuing South 00 degrees 00'00" East, a distance of 187.50 feet; thence North 90 degrees 00'00" West, a distance of 97.50 feet; thence North 00 degrees 00'00" East, a distance of 53.50 feet; thence North 90 degrees 00'00"

West, a distance of 13.50 feet; thence North 00 degrees 00'00" East, a distance of 40.41 feet; thence North 90 degrees 00'00" East, a distance of 13.50 feet; thence North 00 degrees 00'00" East, a distance of 25.92 feet; thence North 90 degrees 00'00" East, a distance of 22.00 feet; thence North 00 degrees 00'00" East, a distance of 67.66 feet; thence North 90 degrees 00'00" East, a distance of 75.50 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Plantation, Broward County, Florida.

Pompano Beach Middle School

EXHIBIT A

DESCRIPTION: (LIMITS OF CONSTRUCTION)

PORTIONS OF AW TURNERS RESIDENT. ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1 PAGE 10, BROWARD COUNTY RECORDS. LOTS 21 THRU 26 & 27 LESS THE SOUTH 50 FEET TOGETHER WITH PERRY & WELLS SUBDIVISION CORRECTED FLAT. ACCORDING TO THE PLAT THEREOF. AS RECORDED IN PLAT BOOK 4, PAGE 21, BROWARD COUNTY RECORDS. BLOCK 3 TOGETHER WITH VACATED ALLEY AND LOT 1 TO 17 BLOCK 4 AND THE EAST 2 ACRES OF THE SOUTH .3 ACRES OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHEAST ONE-QUARTER (1/4) AND LOT 418'X418' IN THE SOUTHWEST CORNER OF THE EAST ONE-HALF (1/2) OF SAID NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHEAST ONE-QUARTER (1/4), DESCRIBED AS FOLLOWS:

BLDG 8
A PORTION OF SCHOOL HOUSE OF AW TURNERS RESIDENT ADDITION, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 1, PAGE 10, BROWARD COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SCHOOL HOUSE; .THENCE ALONG THE SOUTH LINE OF SAID SCHOOL
SOUTH 104.53 FEET: THENCE NORTH 27.54 FEET TO POINT OF BEGINNING #1; THENCE SOUTH 89°50'13" WEST 140.45 FEET; THENCE NORTH 00°09'47" WEST 11.68 FEET THENCE SOUTH 89°50'13" WEST 8.60 FEET: THENCE NORTH 00°02'10" WEST 81.10 FEET: THENCE NORTH 89°51'30" LAST 66.65 FEET TO A POINT HEREIN AFTER REFERRED TO AS REFERENCE 'A'; THENCE CONTINUE NORTH 89'51'30" EAST 101.43 FEET: THENCE SOUTH 00°15'31" EAST 31.42 FEET; THENCE SOUTH 89'56'20" WEST 19.01 FEET; THENCE SOUTH 00°08'43" EAST 41.33 FEET TO POINT OF' BEGINNING #1.

TOGETHER WITH:

CLASSROOM 1
A PORTION OF' LOT 23 OF AW TURNERS RESIDENT ADDITION ACCORDING TO THE PLAT THEREOF. AS RECORDED IN PLAT BOOK 1. PAGE 10, BROWARD COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCE AT AFORMENTIONED REFERENCE 'A'; THENCE NORTH 00°O8'30" WEST 379.24 FEET TO POINT OF BEGINNING #2: THENCE NORTH 34.22 FEET: THENCE NORTH 89°41'01" EAST 45.33 FEET; THENCE SOUTH 34°52'50" EAST 5.61 FEET; THENCE SOUTH 13.81 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE 'B', THENCE SOUTH 44°38'27" WEST 7.65 FEET THENCE SOUTH 7.89 FEET; THENCE WEST 8.51 FEET; THENCE SOUTH 2.79 FEET; THENCE WEST .34.72 FEET TO THE POINT OF BEGINNING #2.

TOGETHER WITH:

CLASSROOM 2
A PORTION 0F LOT 24 OF AW TURNERS RESIDENT ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 10, BROWARO COUNTY RECOROS, DESCRIBED AS F'OLLOWS:
COMMENCE AT AFOREMENTIONED REFERENCE 'B': THENCE NORTH 90 DEGREES 00'00" EAST 54.20 FEET TO POINT OF BEGINNING #3; THENCE NORTH, 16.06 FEET; THENCE NORTH 90 DEGREES 00'00" EAST 17.77 FEET; THENCE SOUTH 46.68 FEET; THENCE WEST 17.77 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE 'C'; THENCE NORTH 30.62 FEET TO POINT OF BEGINNING #3.

TOGETHER WITH:

CLASSROOM 3
A PORTION OF LOT 24 OF AW TURNERS RESIDENT ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1. PAGE 10, BROWARD COUNTY RECORDS, DESCRIBED AS FOLLOWS:
COMMENCE AT AFOREMENTIONED REFERENCE 'C'; THENCE SOUTH 15.27 FEET TO POINT OF BEGINNING #4; THENCE NORTH 90 DEGREES 00'00" EAST 17.57 FEET; THENCE SOUTH 24.88 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE 'D'; THENCE WEST 36.96 FEET; THENCE NORTH 24.88 FEET; THENCE NORTH 90 DEGREES 00'00" EAST 19,39 FEET TO POINT OF BEGINNING #4.

TOGETHER WITH:

CLASSROOM 4
A PORTION OF SCHOOL HOUSE OF AW TURNERS RESIDENT ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 10, BROWARO COUNTY RECORDS, DESCRIBED AS FOLLOWS:
COMMENCE AT AFOREMENTIONED REFERENCE 'D'; THENCE SOUTH 50 DEGREES 32'47" EAST 21.02 FEET TO POINT OF BEGINNING #5; THENCE NORTH 90 DEGREES 00'00" EAST 24.11 FEET; THENCE SOUTH 33.60 FEET; THENCE WEST 24.11 FEET; THENCE NORTH 33.60 FEET TO POINT OF BEGINNING #5.

TOGETHER WITH:

BLDG 9
A PORTION OF BLOCK 3 OF CORRECTED PLAT OF PERRY & WELLS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 21, BROWARD COUNTY RECORDS, TOGETHER WITH A PORTION OF LOT 21 AND A
PORTION OF SCHOOL HOUSE OF SAID AW TURNERS RESIDENT ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 10, BROWARD COUNTY RECORDS, DESCRIBED AS FOLLOWS:
COMMENCE AT AFOREMENTIONED POINT 0F BEGINNING #2; THENCE SOUTH 89 DEGREES 43'01" WEST 211.72 FEET TO POINT OF BEGINNING #6; THENCE SOUTH 00 DEGREES 16'59" EAST 15.29 FEET; THENCE SOUTH 45 DEGREES 16'59" EAST 28.40 FEET; THENCE SOUTH 00 DEGREES 39'26" EAST 62.58 FEET; THENCE SOUTH 40 DEGREES 50'34" WEST 31.20 FEET; THENCE SOUTH 00 DEGREES 39'26" EAST 12.25 FEET; THENCE SOUTH 89 DEGREES 20'34" WEST 156.55 FEET; THENCE NORTH 00 DEGREES 19'14" WEST 160.98 FEET; THENCE NORTH 89 DEGREES 43'01" EAST 156.60 FEET; THENCE SOUTH 00 DEGREES 16'59" EAST 26.25 FEET TO POINT OF BEGINNING #6.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

Southwest Bus Parking Facility

TWO-STORY MODULAR BUILDING

A portion of Parcel "A", "West Broward Industrial Park North", according to the Plat thereof, as recorded in Plat Book 160, Page 32, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Parcel "A"; thence South 89°52'20" West along the South line of said Parcel "A", 659.82 feet; thence South 89°52'25" West, along said South line 77.11 feet; thence continue South 89°52'25" West, along said South line, 652.10 feet; thence North 00°07'35" West 544.11 feet to the Point of Beginning; thence South 89°54'06" West 41.69 feet; thence South 00°00'04" East 1.75 feet; thence South 89°59'56" West 36.00 feet; thence north 00°02'42" West 144.45 feet; thence North 89°40'11" East 35.56 feet; thence North 00°05'54" West 13.10 feet; thence North 89°54'06" East 29.70 feet; thence South 00°05'54" East 13.10 feet; thence North 89°54'06" East 18.80 feet; thence South 00°05'54" East 120.50 feet; thence South 89°54'06" West 21.10 feet; thence South 00°05'54" East 9.40 feet; thence North 89°54'06" East 14.80 feet; thence South 00°05'54" East 13.00 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 12162 square feet (0.279 acres) more or less.

CANOPY FOR GAS STATION:

A portion of Parcel "A", "West Broward Industrial Park North" according to the Plat thereof, as recorded in Plat Book 160, Page 32, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Parcel "A"; thence South 89°52'20" West along the South line of said Parcel "A", 659.82 feet; thence South 89°52'25" West, along said South line, 77.11 feet; thence continue south 89°52'25" West, along said South Line, 762.25 feet; thence North 00°07'35" West 48.41 feet to the Point of Beginning; thence North 45°04'49" West 92.05 feet; thence North 44°52'41" East 72.22 feet; thence South 45°04'49" East 92.05 feet; thence South 44°52'41" West 72.22 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 6648 square feet (0.153 acres) more or less.

PROPOSED GARAGE BUILDING

A portion of Parcel "A" West Broward Industrial Park North" according to the Plat thereof, as recorded in Plat Book 160, Page 32, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Parcel "A"; thence South 89°52'20" West along the South line of said Parcel "A", 659.82 feet; thence South 89°52'25" West, along said South line,

77.11 feet; thence continue South 89°52’25” West, along said South line, 877.77 feet; thence North 00°07’35” West 125.95 feet to the Point of Beginning; thence South 90°00’00” West 180.00 feet; thence North 00°00’00” East 120.00 feet; thence North 90°00’00” East 180.00 feet; thence South 00°00’00” West 120.00 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 21600 square feet (0.496 acres) more of less.

Tropical Elementary School

A portion of Tract 2, in the Northeast one-quarter (NE ¼) of Section 15, Township 50 South, Range 41 East, of EVERGLADES PLANTATION COMPANY'S SUBDIVISION, as recorded in Plat Book 2, Page 7, of the Public Records of Dade County, Florida, described as follows:

Commence at the Northeast corner of Section 15; thence along the East line of said Section 15, on an assumed bearing of South 01 degree 53' 01" East 412.03 feet; thence parallel with the North line of said Section 15, South 88 degrees 49' 30" West 266.18 feet; thence South 01 degree 10' 30" East 75.16 feet to the Point of Beginning; thence South 01 degree 52' 02" East 14.79 feet; thence North 88 degrees 07' 58" East 24.00 feet; thence South 01 degree 52' 02" East 79.21 feet; thence South 88 degrees 07' 58" West 98.00 feet; thence North 01 degree 52' 02" West 7.68 feet; thence South 88 degrees 07' 58" West 14.00 feet; thence North 01 degree 52' 02" West 62.13 feet; thence North 88 degrees 07' 58" East 14.00 feet; thence North 01 degree 52' 02" West 24.00 feet; thence North 88 degrees 07' 58" East 72.00 feet, to the Point of Beginning.

Said lands situate, lying and being in the City of Plantation, Broward County, Florida.

Western High School

A portion of Tracts 42 and 43 in Section 11, Township 50 South, Range 40 East, according to the Plat of FLORIDA FRUIT LANDS COMPANY’S SUBDIVISION NO. 1, as recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 11; thence North 00°12’23” East, along the West line of the Southwest one-quarter (SW ¼) of said Section 11, a distance of 106.98 feet; thence North 89°47’37” East, a distance of 60.00 feet; thence North 00°12’23” East, along a line 60.00 feet East of and parallel with, when measured at right angles to, said West quarter section line, a distance of 300.00 feet; thence North 87°40’04” East, a distance of 448.52 feet to the POINT OF BEGINNING; thence North 00°47’07” West, a distance of 175.45 feet; thence North 89°03’06” West, a distance of 77.48 feet; thence North 00°18’47” East, a distance of 78.66 feet; thence North 89°36’46” East, a distance of 368.14 feet; thence North 80°51’48” East, a distance of 70.94 feet; thence South 00°35’05” East, a distance of 230.62 feet; thence South 53°32’16” West, a distance of 101.15 feet; thence South 83°33’15” West, a distance of 148.26 feet; thence North 46°16’32” West, a distance of 59.67 feet; thence South 88°04’53” West, a distance of 89.35 feet to the POINT OF BEGINNING.

Said lands lying in the Town of Davie, Broward County, Florida, and containing 103,878 square feet (2.385 acres) more or less.

LESS AND EXCEPT:

A portion of Tracts 42 and 43 in Section 11, Township 50 South, Range 40 East, according to the plat of Florida Fruit Lands Company's Subdivision No. 1, as recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of said Section 11; thence along the south line of the Southwest one-quarter (SW ¼) of said Section 11, on an assumed bearing of North 89°48'14" East 863.68 feet; thence North 00°11'33" West 456.86 feet to the Point of Beginning; thence North 00°11'33" West 8.62 feet; thence South 89°48'27" West 76.58 feet; thence North 00°11'33" West 201.25 feet; thence South 89°48'27" West 144.33 feet; thence North 00°11'33" West 13.33 feet; thence North 89°36'46" East 154.89 feet; thence North 80°51'48" East 70.94 feet; thence South 00°35'05" East 230.62 feet; thence South 53°32'16" West 6.99 feet to the Point of Beginning.

Said lands situate, lying, and being in the Town of Davie, Broward County, Florida and containing 19901 square feet (0.457 acres) more or less.

B. PERMITTED ENCUMBRANCES

Apollo Middle School

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of BOULEVARD HEIGHTS SECTION FIVE, as recorded in Plat book 50, Page 44, as amended by City of Hollywood Ordinances recorded in OR Book 3873, Page 495 and OR Book 4119, Page 697, and City of Hollywood Resolution recorded in OR Book 38044, Page 256.

2. Agreement between Sara G. Rizzo, et al and West Hollywood Water Co. as recorded in OR Book 1362, Page 126, together with Amended Agreement recorded in OR Book 1483, Page 142.

3. Agreement between Sara G. Rizzo, et al and West Hollywood Utility Co. as recorded in OR Book 1362, Page 138.

4. Covenants, conditions and restrictions recorded May 5, 1960, in OR Book 1917, Page 431, affected by OR Book 3021, Page 250.

5. Resolution No. 2000-06 of the South Broward Drainage District recorded in OR Book 31125, Page 1113.

6. Easement recorded in OR Book 36857, Page 1110.

7. Memorandum of Series 2004-1 Lease recorded in OR Book 42232, Page 1311, together with Memorandum of Amendment No. 1 to the Series 2004 Ground Lease (Series 2004-1 Facility Sites), recorded in OR Book 42232, Page 1320 and Memorandum of Amended and Restated Series 2004-1 Lease, recorded in OR Book 42232, Page 1311.

NOTE: ALL OF THE FOREGOING RECORDING REFERENCES ARE TO THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Boyd Anderson High School

1. Terms and Provisions contained in Service Agreements with Broward County recorded in Official Records Book 3947, Page 1; Official Records Book 4337, Page 281 and Official Records Book 4470, Page 694.

2. Easement to Florida Power & Light Company recorded in Official Records Book 4514, Page 647.

3. Easement to Broward County recorded in Official Records Book 25720, Page 406.

   NOTE: All of the recording information contained herein refers to the Public Records of Broward County, Florida, unless otherwise indicated.

Coconut Creek High School

1. Drainage Easement to the State of Florida recorded in Official Records Book 4941, Page 831.

2. Canal Easement to Broward County recorded in Official Records Book 5286, Page 7.

3. Easement to Florida Power & Light Company recorded in Official Records Book 9004, Page 26.

4. Easement to Florida Power & Light Company recorded in Official Records Book 10452, Page 177.

5. Terms and provisions contained in Agreement between Broward County and The School Board of Broward County recorded in Official Records Book 33589, Page 417.

   NOTE: All of the recording information contained herein refers to the Public Records of Broward County, Florida, unless otherwise indicated.

Cooper City High School (Kitchen)

Restrictions, conditions, reservations, easements, and other matters contained on the Plat of NEWMAN'S SURVEY, as recorded in Plat Book 2, Page 26, Public Records of Miami-Dade County, Florida, together with the Deeds for Road Right-of-Way recorded in OR Book 1483, Page 71, OR Book 1483, Page 76, OR Book 1699, Page 237, OR Book 3713, Page 681, OR Book 3796, Page 542, OR Book 4489, Page 915, OR Book 18314, Page 735,

OR Book 18923, Page 307, OR Book 18923, Page 309, OR Book 19751, Page 261, OR Book 19788, Page 462 and OR Book 20072, Page 261.

2. Reservations in favor of the State of Florida, as set forth in the Deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 7, Page 576, as partially released by OR Book 1575, Page 416.

3. Reservations in favor of the State of Florida, as set forth in the Deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 69, Page 204.

4. Reservations in favor the State of Florida, as set forth in the Deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 581, Page 345, corrected by Deed Book 680, Page 567, as partially released by OR Book 1575, Page 418.

5. Reservations in favor of the State of Florida, as set forth in the Deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 581, Page 346, corrected by Deed Book 680, Page 568, as partially released by OR Book 1575, Page 418.

6. Easement contained in the Deed recorded in OR Book 4354, Page 151.

7. Easement recorded in OR Book 4489, Page 912.

8. Easement recorded in OR Book 4520, Page 621.

9. Easement recorded in OR Book 6297, Page 742.

10. Easement recorded in OR Book 18160, Page 918.

11. Easement recorded in OR Book 19560, Page 327.

12. Easement recorded in OR Book 23833, Page 426.

13. Easement to Florida Power & Light Company recorded in OR Book 42586, Page 1814.

14. City of Cooper City Resolution No. 2006-09-1, with Water Sewer Developer's Agreement attached thereto, recorded in OR Book 42842, Page 1540.

15. Utility Easement to the City of Cooper City recorded in OR Book 43155, Page 1498.

NOTE: ALL OF THE FOREGOING RECORDING REFERENCES ARE TO THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA.

Cypress Run Education Center

1. Subject to the Rights of the public, rights of utilities, and rights of the City and the County in and to the streets and other dedications on the Plat of Alpha 250.

2. Dedications, reservations, restrictions, non-vehicular access lines, and easements as shown on the Plat of Alpha 250, recorded in Plat Book 156, at Page 26 as affected by Agreements for Amendment of Notations on Plat recorded in Official Records Book 29264, Page 1894 and Official Records Book 38390, Page 1651.

3. Reservations for oil, gas, minerals, canal, drainage, and State and County road right-of-way contained in Deed No. 2228 from the Board of Commissioners of the Everglades Drainage District filed January 30, 1945 in Deed Book 470, at Page 322.

4. Resolution 89-4525 of the Board of County Commissioners of Broward County filed December 21, 1989 in Official Records Book 17022, at Page 838; Resolution 95-700 amending Resolution 89-4525 filed August 9, 1995 in Official Records Book 23770, at Page 729; Resolution 91-0213 amending Resolution 89-4525 filed in Official Records Book 18143, at Page 789.

5. Resolution No. 92-588 in Official Records Book 19619, at Page 448.

6. Terms and provisions of that certain Developer's Agreement in Official Records Book 20701, at Page 810.

7. Terms and provisions of that Agreement between Broward County and the City of Pompano Beach Relating to Roadway Concurrency Satisfaction in Official Records Book 19384, at Page 608.

8. Water and Wastewater Agreement in Official Records Book 19954, Page 198; and Large User Wastewater Agreement in Official Records Book 22798, Page 214.

9. Reservations for oil, gas, minerals, canal, drainage, and State and County Road Right-of-Way contained in Deed No. 3846 from the Board of Commissioners of the Everglades Drainage District recorded in Deed Book 499, Page 226.

10. Reservations for oil, gas, mineral, metal, canal, drainage, and State and County Road Right-of-Way contained in Deed No. 2247 from the Board of Commissioners of the Everglades Drainage District in Deed Book 470, Page 383.

11. Reservations for petroleum, oil and minerals and State Road Right of Way contained in deed from the Trustees of the Internal Improvement Fund of the State of Florida No. 2722 filed under Clerk's File No. 272251, in Deed Book 501, at Page 115.

12. Easement for ingress and egress reserved in Deed from Broward County to Pompano Business Center, LLC, Official Records Book 29264, Page 1865, and Agreements, Covenants and Conditions contained therein.

13. Terms and Provisions contained in Utilities Enhancement Agreement with Broward County recorded in Official Records Book 29264, Page 1869.

14. Resolution 2006-108 of The Board of County Commissioners of Broward County, Florida recorded in Official Records Book 41695, Page 1469.

15. Resolution 2006-633 of The Board of County Commissioners of Broward County recorded Official Records Book 42904, Page 840.

16. Easement to Florida Power & Light Company recorded in Official Records Book 44343, Page 798.

17. Easement to Broward County recorded in Official Records Book 45280, Page 91.

18. Bill of Sale Absolute recorded in Official Records Book 45280, Page 95.

NOTE: All of the recording information contained herein refers to the Public Records of Broward County, Florida, unless otherwise indicated.

Stephen Foster Elementary School

1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of A Resubdivision of Blocks 10, 11, 12, 13, 14, 15, 16, 19 and 20 Riverland Village Section One - Revised, as recorded in Plat Book 38, Page 5, Public Records of Broward County, Florida.

NOTE: All of the recording information contained herein refers to the Public Records of Broward County, Florida, unless otherwise indicated.

Harbordale Elementary School

1. All matters contained on the Plat of Harbordale, as recorded in Plat Book 41, Page 9.

2. Memorandum of Series 2004 Ground Lease (Series 2004-I Facility Sites) dated as of June 1, 2004 from The School Board of Broward County, Florida, Lessor, to Broward School Board Leasing Corp., Lessee, recorded in OR Book 37757, Page 1408.

3. Memorandum of Series 2004-I Lease dated as of June 1, 2004 from Broward School Board Leasing Corp., Lessor, to The School Board of Broward County, Florida, Lessee, recorded in OR Book 37757, Page 1423.

NOTE: ALL OF THE FOREGOING RECORDING REFERENCES ARE TO THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Lauderdale Manors Elementary School

1. Covenants, conditions and restrictions recorded January 23, 1953, in Deed Book 807, Page 40, and Deed Book 813, Page 208, of the Public Records of Broward County, Florida.

2. Agreement between Board of Public Instruction and City of Fort Lauderdale as recorded January 4, 1956 in O.R. Book 530, Page 172 (CN-56-689466), Public Records of Broward County, Florida.

3. Resolution No. A-73-27 recorded April 27, 1973 in O.R. Book 5259, page 620, Public Records of Broward County, Florida.

4. Easement in favor of Florida Power & Light Company, contained in instrument recorded June 9, 1994, O.R. 22243, Page 962, Public Records of Broward County, Florida.

5. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of CHATEAU PARK SECTION B, as recorded in Plat Book 9, Page 68, Public Records of Broward County, Florida.

6. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of LAUDERDALE MANORS ADDITION, as recorded in Plat Book 30, Page 10, Public Records of Broward County, Florida.

7. Leases recorded in O.R. Book 34736, Page 1577; O.R. Book 34736, Page 1593, Public Records of Broward County, Florida.

Heron Heights Elementary School

1. Restrictions and reservations as indicated on that certain Plat of Parkwood Village recorded in Plat Book 177, Page 15.

2. Reservations contain in Deed from the Trustees of the Internal Improvement Fund of the State of Florida in Deed Book 40, Page 42, as affected by Release of Canal Reservation recorded in Official Records Book 43534, Page 974.

3. Resolution No. 93-220 recorded in Official Records Book 20437, Page 384.

4. Grant of Utility Easement in favor of North Springs Improvement District recorded in Official Records Book 20846, Page 618.

5. Grant of Easement in favor of North Springs Improvement District recorded in Official Records Book 26635, Page 689.

6. Ordinance No. 2005-28 by the Board of County Commissioners of Broward County recorded in Official Records Book 40082, Page 1866.

7. Declaration of Restrictions by Parkland Vista, Ltd. and Town Park Homes, LLP., recorded in Official Records Book 40869, Page 1068.

8. Restrictions, covenants, conditions and easements as contained in the Declaration of Restrictive Covenants recorded in Official Records Book 41636, Page 1108, Public Records of Broward County, Florida, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

9. Terms and Provision contained in Installation of Required Improvements Agreement recorded in Official Records Book 44332, Page 1358.

10. Terms and Provisions contained in Traffic Signalization Agreement recorded in Official Records Book 44332, Page 1373.

11. Resolution No. 07-89 for Traffic Signalization Improvements recorded in Official Records Book 44332, Page 1389.

12. Resolution No. 07-90 required plat improvements recorded in Official Records Book 44332, Page 1391

13. Easement to Florida Power & Light Company recorded in Official Records Book 44642, Page 582.

14. Agreement between the City of Parkland, WCI Communities Limited Partnership and North Springs Improvement District recorded in Official Records Book 27012, Page 824.

15. Agreement for Larger User Wastewater by and between Broward County and North Springs Improvement District dated May 1989 as amended by First Amendment to Agreement recorded in Official Records Book 20513, Page 297.

16. Lien of Record of North Springs Improvement District recorded in Official Records Book 41183, Page 1163.

17. Restrictive Covenant contained in Warranty Deed recorded in Official Records Book 43670, Page 275.

NOTE: All of the recording information contained herein refers to the Public Records of Broward County, Florida, unless otherwise indicated.

Discovery Elementary School

1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of C & P Properties Plat, as recorded in Plat Book 160, Page 34, Public Records of Broward County, Florida.

2. Grant of Easement to The City of Sunrise recorded in Official Records Book 7260, Page 593.

3. Terms and provisions contained in Agreement between Broward County and North Broward Hospital District recorded in Official Records Book 24820, Page 879.

4. Terms and Provisions contained in Declaration of Covenant for Cross Access recorded in Official Records Book 25843, Page 388.

NOTE: All of the recording information contained herein refers to the Public Records of Broward County, Florida, unless otherwise indicated.

Northeast High School

1. Easement Agreement recorded in O.R. Book 2045, Page 209, Public Records of Broward County, Florida.

2. Matters contained in Warranty Deed recorded in O.R. Book 2691, Page 488, Public Records of Broward County, Florida.

3. Easements recorded in O.R. Book 2961, Page 54; O.R. Book 9826, Page 638; O.R. Book 6704, Page 966, Public Records of Broward County, Florida.

4. Leases recorded in O.R. Book 39978, Page 704; O.R. Book 39978, Page 720, Public Records of Broward County, Florida.

Nova High School

1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of Hollywood Villas, as recorded in Plat Book 12, Page 10, Public Records of Broward County, Florida.

2. Mineral Reservations and Rights of Ingress and Egress as reserved in Quit Claim Deed recorded in Official Records Book 2099, Page 952 and amended in Official Records Book 2230, Page 34 and Official Records Book 2297, Page 135.

3. Reservations, covenants and agreements with the Unites States of America contained on Pages 10 and 11 of Quit Claim Deed recorded in Official Records Book 2467, Page 307.

4. Terms and provisions contained in Ground Lease Series 2005A-1 dated May 15, 2005. A Memorandum of said Lease is recorded in Official Records Book 39978, Page 704.

5. Terms and provisions contained in Master Lease Purchase Agreement dated July 1, 1990, amended December 20, 2000 and supplemented May 15, 2005. A Memorandum of Series 2005A-1 Lease is recorded in Official Records Book 39978, Page 720.

NOTE: All of the recording information contained herein refers to the Public Records of Broward County, Florida, unless otherwise indicated.

Peters Elementary School

1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of Plantation Gardens Section 5, as recorded in Plat Book 46, Page 29, Public Records of Broward County, Florida.

2. Utility Easement granted to the City of Plantation recorded in Official Records Book 43155, Page 1505.

3. Restrictions, covenants, conditions and easements as contained in Building Restrictions Deed in instrument recorded in Official Records Book 1196, Page 621, Public Records of Broward County, Florida, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

4. Terms and Provisions contained in Ground Lease (Series 2006-1 Facility Sites) dated June 1, 2006. A Memorandum of Lease is recorded in Official Records Book 42232, Page 1339.

NOTE: All of the recording information contained herein refers to the Public Records of Broward County, Florida, unless otherwise indicated.

Pompano Beach Middle School

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of PERRY AND WELLS, as recorded in Plat Book 4, Page 21, Public Records of Broward County, Florida.

2. All matters contained on the Plat of RESIDENT ADDITION TO THE TOWN OF POMPANO, as recorded in Plat Book 1, Page 10, Public Records of Broward County, Florida.

3. Easement recorded in O.R. Book 2776, Page 971, Public Records of Broward County, Florida.

Southwest Bus Parking Facility

1. All matters contained on the Plat of West Broward Industrial Park North, as recorded in Plat Book 160, Page 32, together with the Releases recorded in OR Book 34731, Page 1106, OR Book 34731, Page 1109, OR Book 34731, Page 1112, OR Book 34731, Page 1115, OR Book 34731, Page 1117 and OR Book 34731, Page 1120, City of Pembroke Pines Resolution No. 3084, recorded in OR Book 42042, Page 1771, Broward County Resolution No. 2006-841, recorded in OR Book 43198, Page 691 and the Agreement for Amendment of Notation on Plat recorded in OR Book 44254, Page 850.

2. Reservations in favor of the State of Florida, as set forth in the Deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 46, Page 252, Public Records of Miami-Dade County, Florida.

3. Reservations in favor of the State of Florida, as set forth in the Deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 65, Page 357, Public Records of Miami-Dade County, Florida.

4. Reservations as set forth in the Deed from the Napolean B. Broward Drainage District, recorded in Deed Book 469, Page 490, which were assigned to the South Broward Drainage District by the Quit Claim Deed recorded in OR Book 17540, Page 749.

5. Reservations as set forth in the Deed from the Board of Commissioners of Everglades Drainage District, recorded in Deed Book 470, Page 357.

6. Canal Easement recorded in OR Book 7111, Page 813.

7. Water and Sewer Agreement with Broward County recorded in OR Book 16201, Page 571.

8. Development Agreement with the City of Pembroke Pines recorded in OR Book 16792, Page 688.

9. Lift Station Easement recorded in OR Book 30252, Page 1787.

10. Landscape, Utility and Drainage Easements recorded in OR Book 30252, Page 1792 and OR Book 32278, Page 763.

11. Resolution No. 2000-06 of the South Broward Drainage District recorded in OR Book 31125, Page 1113, together with the Resolution recorded in OR Book 30655, Page 1545 and OR Book 35122, Page 497.

12. Agreement to Partially Release and Terminate Rights recorded in OR Book 32016, Page 1034.

13. Memorandum of Series 2001B-1 Lease recorded in OR Book 32772, Page 1513.

14. Memorandum of Series 2001B-1 Ground Lease recorded in OR Book 33772, Page 1523.

15. Easements to Florida Power & Light Company recorded in OR Book 37111, Page 329, OR Book 37111, Page 332 and OR Book 44661, Page 1567.

16. Easement Dedication to the City of Pembroke Pines recorded in OR Book 42035, Page 1407.

NOTE: UNLESS OTHERWISE NOTED, ALL OF THE FOREGOING RECORDING REFERENCES ARE TO THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Tropical Elementary School

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of EVERGLADES LAND COMPANY SUBDIVISION, as recorded in Plat Book 2, Page 7, of Dade County, Florida.

2. Easement recorded in O.R. Book 9810, Page 908, Public Records of Broward County, Florida.

3. Leases recorded in O.R. Book 37757, Page 1408; O.R. Book 37757, Page 1423, Public Records of Broward County, Florida.

Western High School

1. Reservations in favor of the State of Florida, as set forth in the Deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 46, Page 240, Public Records of Miami-Dade County, Florida.

2. Reservations in favor of the State of Florida, as set forth in the Deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 12, Page 115.

3. Reservations as set forth in the Deed from the Board of Commissioners of Everglades Drainage District, recorded in Deed Book 13, Page 228.

4. Reservations as set forth in the Deed from the Board of Commissioners of Everglades Drainage District, recorded in Deed Book 90, Page 462.

5. Resolution of the Central Broward Drainage District recorded in OR Book 3438, Page 60.

6. Agreement (Developer) with Melaleuca Isles, Inc., recorded in OR Book 4284, Page 345, as assigned to West Broward Utilities, Inc., recorded in OR Book 4326, Page 118.

7. Easement to Florida Power & Light Company recorded in OR Book 9178, Page 388.

8. Quit Claim Deed to Broward County recorded in OR Book 9299, Page 801.

9. Easement to Florida Power & Light Company recorded in OR Book 20427, Page 932.

10. Easement to Florida Power & Light Company recorded in OR Book 27916, Page 963.

11. Memorandum of Series 2005A-1 Ground Lease (Series 2005A-1 Facility Sites) dated as of May 15, 2005 between The School Board of Broward County, Florida, as lessor, and Broward School Board Leasing Corp, as lessee, recorded in OR Book 39978, Page 704.

12. Memorandum of series 2005A-1 Lease dated as of May 15, 2005 between Broward School Board Leasing Corp, as lessor, and The School Board of Broward County, Florida, as lessee, recorded in OR Book 39978, Page 720.

13. Easement to Florida Power & Light Company recorded in OR Book 43155, Page 1492.

NOTE: ALL RECORDING REFERENCES ARE TO THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA UNLESS OTHERWISE NOTED.

EXHIBIT C TO SCHEDULE 2008A-1

[Outstanding Series 2016A Certificate of Participation]

Period Ending	Principal Portion	Interest Portion	Lease Payment	Remaining Principal

Series 2026A Certificate of Participation

Period Ending	Principal Portion	Interest Portion	Lease Payment	Remaining Principal

EXHIBIT A-2

FORM OF AMENDED AND RESTATED SCHEDULE 2009A-1

AMENDED AND RESTATED SCHEDULE 2009A-1
dated as of June 1, 2009
as Amended and Restated as of June 1, 2011
as Amended and Restated as of May 1, 2012
as Amended and Restated as of February 1, 2014
as Amended and Restated as of August 1, 2015
as Amended and Restated as of April 1, 2016
and
as Further Amended and Restated as _____ 1, 2026
to the
Master Lease Purchase Agreement dated as of
July 1, 1990, as amended as of December 20, 2000, and
as further amended by an Amendment to Master Lease Purchase Agreement
dated as of May 19, 2020,
by and among

Broward School Board Leasing Corp.,
as Lessor (the "Corporation")

and

The School Board of Broward County, Florida,
as Lessee (the "School Board")

and

U.S. Bank Trust Company, National Association
(successor in interest to U.S. Bank, National Association and
First Union National Bank of Florida)
as Trustee and Assignee (the "Trustee")

THIS AMENDED AND RESTATED SCHEDULE 2009A-1 (the "Schedule 2009A-1") is hereby entered into under and pursuant to that certain Master Lease Purchase Agreement dated as of July 1, 1990, as amended as of December 20, 2000, and as further amended by an Amendment to Master Lease Purchase Agreement dated as of May 19, 2020 (as so amended, the "Master Lease"), pursuant to which the Corporation has agreed to finance the lease purchase unto the School Board and the School Board has agreed to lease purchase from the Corporation, subject to the terms and conditions of the Master Lease incorporated herein, the Series 2009A-1 Facilities, the Series 2009A-1 Facility Sites and the Series 2009A-1 Comprehensive Needs Projects herein described. The Trustee, on behalf of and as assignee of the Corporation, hereby demises and leases to the School Board, and the School Board hereby hires, takes and leases from the Trustee, the (a) Series 2009A-1 Facilities and the Series 2009A-1 Facility Sites described herein, together with the rights described in clauses (i), (ii) and (iii) of Section 1 in the Series 2009A Ground Lease (hereinafter defined) and (b) Series 2009A-1 Comprehensive Needs Projects described herein. The Master Lease with respect to this Schedule 2009A-1 and as modified and supplemented hereby is referred to herein as the "Series 2009A-1 Lease." All terms and conditions contained in the Master Lease, unless otherwise amended or superseded hereby, are incorporated herein by reference.

Section 1. Definitions. For purposes of the Series 2009A-1 Lease the following terms have the meanings set forth below. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Master Lease or the Trust Agreement, including the Series 2016B Supplemental Trust Agreement with respect to the Series 2016B Certificates and the Series 2026A Supplemental Trust Agreement with respect to the Series 2026A Certificates.

"**Certificates**" or "**Series of Certificates**" shall mean collectively, the Series 2016B Certificates and the Series 2026A Certificates, allocable to the Series 2009A-1 Lease.

"Closing Date" means the date of delivery of the Series 2009A Certificates to the respective Series 2009A Underwriters against payment therefor.

"**Commencement Date**" for the Series 2009A-1 Lease is the Closing Date for the Series 2009A Certificates.

"**Continuing Disclosure Certificate**" shall mean (a) with respect to the Series 2016B Certificates, that certain Disclosure Dissemination Agent Agreement dated as of April 27, 2016, between the School Board and Digital Assurance Certification LLC ("DAC"), as Disclosure Dissemination Agent, executed and delivered in connection with the issuance of the Series 2016B Certificates and (b) with respect to the Series 2026A Certificates, that certain Disclosure Dissemination Agent Agreement dated as of _____ __, 2026, between the School Board and DAC, as Disclosure Dissemination Agent, executed and delivered in connection with the issuance of the Series 2026A Certificates.

"Lease Payment Dates" shall mean with respect to the Series 2009A-1 Lease, the dates set forth as such on Exhibit C-1 through Exhibit C-2 hereto, as applicable.

"Series 2009A-1 Comprehensive Needs Projects" shall mean the projects described in Exhibit A – Part B to this Schedule 2009A-1, as this Schedule 2009A-1 may be further amended or supplemented from time to time.

"**Series 2009A-1 Facilities**" shall mean the Facilities described in this Schedule 2009A-1, as this Schedule 2009A-1 may be amended or supplemented from time to time. A portion of the improvements to be made to the Series 2009A-1 Facilities from the proceeds of the Series 2009A Certificates is not subject to the lien of the Series 2009A-1 Lease.

"**Series 2009A-1 Facility Sites**" shall mean the Facility Sites described in this Schedule 2009A-1 to be ground leased by the School Board to the Corporation, as the same may be amended or supplemented from time to time.

"**Series 2009A Supplemental Trust Agreement**" shall mean the Series 2009A Supplemental Trust Agreement dated as of June 1, 2009, between the Corporation and the Trustee.

"Series 2016B Certificates" shall mean the $18,735,000 Certificates of Participation, Series 2016B Evidencing Undivided Proportionate Interests of the Owners thereof in Basic Lease Payments to be made by the School Board of Broward County, Florida, as Lessee, pursuant to a Master Lease Purchase Agreement with Broward School Board Leasing Corp., as Lessor.

"**Series 2016B Supplemental Trust Agreement**" shall mean the Series 2016B Supplemental Trust Agreement dated as of April 1, 2016, between the Corporation and the Trustee.

"Series 2026A Certificates" shall mean the $_____ Certificates of Participation, Series 2026A Evidencing Undivided Proportionate Interests of the Owners thereof in Basic Lease Payments to be made by the School Board of Broward County, Florida, as Lessee, pursuant to a Master Lease Purchase Agreement with Broward School Board Leasing Corp., as Lessor.

"**Series 2026A Supplemental Trust Agreement**" shall mean the Series 2026A Supplemental Trust Agreement dated as of April 1, 2026, between the Corporation and the Trustee.

Section 2. Lease Term. With respect to Series 2016B Certificates and the Series 2026A Certificates, the total of all Lease Terms of the Series 2009A-1 Lease is expected to be approximately sixty-five (65) days through and including June 30, 2016, and eighteen (18) Renewal Terms of twelve (12) months each, each from July 1 through and including June 30 of the next succeeding calendar year, commencing July 1, 2016, and ending June 30, 2034. Each Lease Term shall be subject to annual renewal pursuant to the provisions of Article II of the Master Lease.

Section 3. Series 2009A-1 Facilities Lease Purchased. A general description of the Series 2009A-1 Facilities and the estimated costs of the Series 2009A-1 Facilities lease-purchased under the Series 2009A-1 Lease are described in Exhibit A hereto. The School Board reserves the right to substitute other facilities for the facilities set forth herein, in accordance with the requirements of the Master Lease.

Section 4. Series 2009A-1 Facility Sites Ground Leased to the Corporation and Permitted Encumbrances. The legal descriptions of the Series 2009A-1 Facility Sites ground leased to the Corporation and Permitted Encumbrances (in addition to those specified in the Master Lease) are described in Exhibit B hereto. Substitutions may be made in accordance with the requirements of the Master Lease and the Series 2009A Ground Lease.

Section 5. Application of Certain Proceeds of Certificates. Pursuant to the provisions of Section 402 of the Series 2016B Supplemental Trust Agreement the Trustee deposited the following sums attributable to the Series 2009A-1 Facilities to be lease purchased hereunder in the following accounts from the proceeds of the Series 2016B Certificates:

Amount	Account
$22,991,650.73	Escrow Deposit Fund
$159,485.42	Series 2016B Cost of Issuance Account

Pursuant to the provisions of Section 402 of the Series 2026A Supplemental Trust Agreement the Trustee deposited the following sums attributable to the Series 2009A-1 Facilities to be lease purchased hereunder in the following accounts from the proceeds of the Series 2026A Certificates:

Amount	Account
$_____	Series 2016B Escrow Deposit Fund
$_____	Series 2026A Cost of Issuance Account

Section 6. Basic Lease Payments. The principal portion and the interest portion of the Basic Lease Payments, the Lease Payment Dates (each June 15 and December 15, commencing June 15, 2016) and the remaining principal portion with respect to the Series 2009A-1 Facilities to be lease purchased and the Series 2016B Certificates attributable to such Series 2009A-1 Facilities are set forth in Exhibit C-1, hereto. The principal portion and the interest portion of the Basic Lease Payments, the Lease Payment Dates (each June 15 and December 15, commencing June 15, 2026) and the remaining principal portion with respect to the Series 2009A-1 Facilities to be lease purchased and the Series 2026A Certificates attributable to such Series 2009A-1 Facilities are set forth in Exhibit C-2, hereto The School Board shall notify the Trustee of the amount to be deposited to each subaccount of the Series 2009A Lease Payment Account on each Lease Payment Date.

Special Additional Lease Payments.

If, upon delivery of the Certificate of Acceptance indicating completion of the acquisition, construction, installation and payment of all costs of the Series 2009A-1 Facilities, or if the School Board determines not to acquire, construct or install one or more components of the Series 2009A-1 Facilities, it is determined that the cost of, and consequently the actual amount of Basic Lease Payments for, a Series 2009A-1 Facility is different from the amount set forth herein, Exhibit C-1 and Exhibit C-2 shall be revised as necessary to reflect the adjusted Schedule of Basic Lease Payments for all Series 2009A-1 Facilities to be lease-purchased. The aggregate of Basic Lease Payments on Exhibit C-1 and Exhibit C-2 shall be no less than the principal and interest payments with respect to the portion of Series 2016B Certificates and Series 2026A Certificates relating to the Series 2009A-1 Facilities and shall only be revised as described in the preceding paragraph or in the event of (i) a prepayment or a prepayment deposit of the principal portion of Basic Lease Payments represented by such portion of the Series 2016B Certificates pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of a portion of Series 2016B Certificates pursuant to Article III of the Series 2016B Supplemental Trust Agreement or Section 801 of the Master Trust Agreement or (ii) a prepayment or a prepayment deposit of the principal portion of Basic Lease Payments represented by such portion of the Series 2026A Certificates pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of a portion of Series 2026A Certificates pursuant to Article III of the Series 2026A Supplemental Trust Agreement or Section 801 of the Master Trust Agreement.

The interest portion of the Basic Lease Payments under the Series 2009A Lease and represented by the Series 2016B Certificates and the Series 2026A Certificates, expressed as an annual interest rate, is exempt from the limitations on interest rates set forth in Section 215.84, Florida Statutes, since the Series 2016B Certificates and the Series 2026A Certificates are rated within the three highest rating categories by a nationally recognized rating service.

Section 7. Additional Lease Payments.

Series 2016B Certificates. Additional Lease Payments with respect to the Series 2009A-1 Lease consist of a pro rata portion of the following amounts to be paid with respect to both the Series 2009A-1 Lease and Series 2009A-2 Lease, except as otherwise provided herein (the fees set forth below for Trustee services include services under Schedules 2009A-1 and 2009A-2):

1. Trustee Fees:	Annual fee of $3,000 payable annually in advance.
2. Trustee Expenses:	Expenses to be billed at cost. Legal fee for Trustee counsel at closing of $431.80. Thereafter, reasonable costs and expenses pursuant to the Master Lease or Trust Agreement.

Series 2026A Certificates. Additional Lease Payments with respect to the Series 2009A-1 Lease consist of a pro rata portion of the following amounts to be paid with respect to the Series 2008A-1 Lease, Series 2009A-1 Lease and Series 2009A-2 Lease, except as otherwise provided herein (the fees set forth below for Trustee services include services under Schedules 2008A-1, 2009A-1 and 2009A-2):

1. Trustee Fees:	Annual fee of $[_____] payable annually in advance.
2. Trustee Expenses:	Expenses to be billed at cost. Legal fee for Trustee counsel at closing of $[_____]. Thereafter, reasonable costs and expenses pursuant to the Master Lease or Trust Agreement.

Section 8. Prepayment Provisions. In addition to or in lieu of the prepayment provisions of Section 7.2 of the Master Lease, the principal portion of the Basic Lease Payments due as provided in Section 6 of this Schedule 2009A-1 is subject to the following prepayment provisions:

A. Optional Prepayment; Extraordinary Optional Prepayment.

(i) **Series 2016B Certificates**. The principal portion of Basic Lease Payments represented by Series 2016B Certificates shall be subject to prepayment on or after June 15, 2026 by the School Board in whole or in part on any Business Day at the option of the School Board, and if in part, in such order of due dates of the principal portion of the Basic Lease Payments as shall be designated by the School Board to be prepaid, at the Prepayment Price equal to 100% of the principal portion of Basic Lease Payments being prepaid plus the interest portion of the Basic Lease Payments with respect to such prepaid principal portion accrued to the Prepayment Date.

(ii) **Series 2026A Certificates**. [to come].

B. Extraordinary Prepayment.

(i) Series 2016B Certificates. The extraordinary prepayment provisions set forth in Section 7.2(b) and Section 5.4(b) of the Master Lease shall not apply to Basic Lease Payments represented by Series 2016B Certificates.

(ii) Series 2026A Certificates. [to come].

Section 9. Other Special Provisions.

A. Representations.

(i) The School Board hereby confirms its representations, covenants and warranties set forth in Section 2.10 of the Master Lease, except that all references therein to the Master Lease shall be deemed to refer to the Master Lease as supplemented by this Schedule 2009A-1 and all references therein to the Facilities shall include the Series 2009A-1 Facilities, and except as otherwise provided below. The Corporation hereby confirms its representations, covenants and warranties set forth in Section 2.11 of the Master Lease, except that all references therein to the Master Lease shall be deemed to refer to the Master Lease as supplemented by this Schedule 2009A-1 and all references therein to the Facilities shall include the Series 2009A-1 Facilities, and except as otherwise provided below.

(ii) The Corporation hereby represents that the Master Lease is in effect and that to its knowledge there are no defaults on the date of execution of this Schedule 2009A-1 under any Lease, Ground Lease or the Trust Agreement.

(iii) The School Board hereby represents, covenants and warrants that adequate water, sanitary sewer and storm sewer utilities, electric power, telephone and other utilities are available to the Series 2009A-1 Facilities, or the cost of making them available is included in the School Board's acquisition and construction budget for the Series 2009A-1 Facilities.

B. Continuing Disclosure. For purposes of the Series 2009A-1 Lease, the School Board agrees to comply with the terms and provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of the Series 2009A-1 Lease, failure of the School Board to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, provided it has been satisfactorily indemnified in accordance with Section 602 of the Master Trust Agreement as if it were proceeding under Section 602 of the Master Trust Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Holders of at least 25% aggregate principal amount in Outstanding Certificates, shall) or any Holder of the Certificates or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the School Board to comply with its obligations under this Section 9.B. For purposes of this Section, "Beneficial Owner" means any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Certificates for federal income tax purposes.

C. Section 3.2(b) of the Master Lease. For purposes of the Series 2009A-1 Lease, Section 3.2(b) of the Master Lease shall read as follows:

> (b) Upon the completion of acquisition and construction of the Series 2009A-1 Facilities financed under this Lease and payment of all Costs of the Series 2009A-1 Facilities, the amounts, if any, on deposit in the Tax-Exempt Subaccount of the Series 2009A Acquisition Account shall be transferred to the Tax-Exempt Subaccount of the Series 2009A Lease Payment Account to be applied to applicable

Basic Lease Payments next coming due under this Lease; provided, however, that if, upon delivery by the School Board of a Certificate of Acceptance indicating completion of the acquisition, construction, installation and payment of all costs of the Series 2009A-1 Facilities (including the failure of the School Board to acquire any component of the Series 2009A-1 Facilities), there shall remain in the Tax-Exempt Subaccount of the Series 2009A Acquisition Account an amount greater than the amount of related Basic Lease Payments coming due in the immediately following Fiscal Year under this Lease, such amount shall be retained in the Tax-Exempt Subaccount of the Series 2009A Acquisition Account and applied to pay the Costs of other Facilities, in which case such other Facilities shall become subject to the provisions of this Lease as fully as if they were the originally leased Series 2009A-1 Facilities; provided, however, at the direction of the School Board, upon delivery to the Trustee of a Favorable Opinion, such Net Proceeds shall be deposited in the Tax-Exempt Subaccount of the Series 2009A Lease Payment Account to be credited against the applicable Basic Lease Payments next coming due.

D. **Section 3.2(c) of the Master Lease.** For purposes of the Series 2009A-1 Lease, Section 3.2(c) of the Master Lease shall read as follows:

(c) There shall be deposited in the Series 2009A Lease Payment Account, pro rata into the subaccounts therein, or the Series 2009A Acquisition Account, pro rata into subaccounts therein, for the Series 2009A Certificates, Net Proceeds realized in the event of damage, destruction or condemnation to be applied to Basic Lease Payments or the costs of Series 2009A-1 Facilities under the Lease, in accordance with Section 5.4(b) of the Master Lease.

E. **Section 5.4(b) of the Master Lease.** For purposes of the Series 2009A-1 Lease, Section 5.4(b) of the Master Lease shall read as follows:

(b) **Option B - Deposit to Series 2009A Lease Payment Account or Series 2009A Acquisition Account**. Provided, however, if the School Board has determined that its operations have not been materially affected and that it is not in the best interest of the School Board to repair, restore or replace that portion of the Series 2009A-1 Facilities so damaged, destroyed or condemned, then the School Board shall not be required to comply with the provisions of subparagraph (a) set forth above. If the Net Proceeds are (i) less than ten percent (10%) of the Remaining Principal Portion of the Basic Lease Payments relating to such Series 2009A-1 Facilities and (ii) equal to or less than the amount of Basic Lease Payments coming due in the immediately following Fiscal Year under this Lease, then such Net Proceeds may, at the option of the School Board, (x) be deposited pro rata in the subaccounts of the Series 2009A Lease Payment Account to be credited against Basic Lease Payments next coming due in accordance with Section 3.2(c) hereof or (y) deposited pro rata in the subaccounts of the Series 2009A Acquisition Account and applied to pay the Costs of other Facilities, in which case such other Facilities shall become subject to the provisions of this Lease as fully as if they were the originally leased Series 2009A-1 Facilities. If

the Net Proceeds are (i) equal or greater than ten percent (10%) of the Remaining Principal Portion of the Basic Lease Payments relating to Series 2009A-1 Facilities or (ii) greater than the amount of Basic Lease Payments coming due in the immediately following Fiscal Year under this Lease, then the Net Proceeds shall be deposited pro rata in the subaccounts of the Series 2009A Acquisition Account and applied to pay the Costs of other Facilities, in which case such other Facilities shall become subject to the provisions of this Lease as fully as if they were the originally leased Series 2009A-1 Facilities; provided, however, at the direction of the School Board, upon delivery to the Trustee of a Favorable Opinion, such Net Proceeds shall be deposited pro rata in the subaccounts of the Series 2009A Lease Payment Account to be credited against Basic Lease Payments next coming due in accordance with Section 3.2(c) hereof.

F. Section 6.4 of the Master Lease. For purposes of the Series 2009A-1 Lease, Section 6.4 of the Master Lease shall read as follows:

SECTION 6.4. Substitution of Facilities. To the extent permitted by law, on or after the Completion Date the School Board may substitute for any Facilities other facilities owned by the School Board, provided such substituted facilities (a) have the same or a greater remaining useful life, (b) have a fair market value equal to or greater than the Facilities for which they are substituted, (c) are of substantially equal utility as the Facilities to be replaced and meet the requirement of Section 5.9 hereof, (d) are free and clear of all liens and encumbrances, except Permitted Encumbrances and (e) are approved by the State Department of Education. In addition, to the extent permitted by law, prior to the Completion Date the School Board may release and/or substitute for any Facilities to be acquired, constructed and installed under a particular Schedule other facilities to be acquired, constructed and installed, provided that (1) any substituted facilities satisfy the requirements of clauses (a), (c), (d) and (e) above and (2) following such substitution and/or release, the sum of (x) with respect to Facilities for which a Certificate of Acceptance has not been delivered, the Cost of the acquisition, construction and installation of the Facilities plus (y) with respect to Facilities for which a Certificate of Acceptance has been delivered, the fair market value of the Facilities, financed under the Schedule from which the Facilities are to be substituted and/or released is greater than or equal to the remaining principal portion of Basic Lease Payments due under such Schedule. In order to effect such substitution, the Facilities to be replaced shall be released from the encumbrance of the related Lease and Ground Lease by appropriate instrument executed by the School Board and the Corporation (or Trustee as assignee of the Corporation) in form sufficient to leave good and marketable fee simple title to such Facilities in the School Board subject only to Permitted Encumbrances, and the Facilities to be substituted shall likewise be incorporated in the appropriate Lease and Ground Lease modifications. The related Schedule shall be appropriately amended, and the related Ground Lease shall be amended or canceled and replaced, to reflect such substitution.

There shall also be delivered at the time of substitution an Opinion of Counsel as described in Section 6.1 hereof with respect to the substitute Facility Site.

For purposes hereof, "fair market value" shall be determined on the basis of an MAI appraisal performed by an appraiser jointly selected by the School Board and the Trustee.

G. Section 9.4 of the Master Lease. For purposes of the Series 2009A-1 Lease, Section 9.4 of the Master Lease shall read as follows:

SECTION 9.4. Amendments. The terms of this Master Lease and any Schedule shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Corporation and the School Board with the consent of the Credit Facility Issuer, if required under the terms of the Trust Agreement. Except as otherwise provided herein, the consent of the Holders of at least a majority in principal amount of the Certificates Outstanding who are affected by such waiver, alteration, modification, supplement or amendment shall be required. Notwithstanding the foregoing, a Schedule may be amended without obtaining the consent of the Credit Facility Issuer, if any, or of Holders of the affected Certificates, for the purpose of (1) adding a legal description and/or the permitted encumbrances for a Facility Site which has already been designated in such Schedule, (2) adding additional Facilities to be financed under such Schedule, (3) substituting Facilities in accordance with Section 6.4 hereof or (4) releasing a Facility or portion thereof if such Facility or portion thereof has been released from the lien of the Lease in accordance with the provisions thereof. Notwithstanding anything to the contrary in the Lease, any modification or amendment necessary or desirable in order to comply with provisions of the Code to ensure the status of the Series 2009A-QSCB Certificates as Qualified School Construction Bonds or to ensure the continued availability of the BAB Credit Payments shall not require the consent of any Certificate holder.

H. Remedies Upon Termination. Certain Facilities financed under (i) Schedule 2005A-1 dated as of May 15, 2005, as amended and restated as of March 1, 2007 and June 1, 2008 ("Prior Schedule 2005A-1"); (ii) Schedule 2006-1 dated as of June 1, 2006, as amended as of June 1, 2008 ("Prior Schedule 2006-1"); and (iii) Schedule 2008A-1 dated as of June 1, 2008, as amended and restated as of October 1, 2008 and April 1, 2009 ("Prior Schedule 2008A-1," and together with Prior Schedule 2005A-1 and Prior Schedule 2006-1, the "Prior Schedules"), each as amended by an Amendment dated as of June 1, 2009 (the "June 1, 2009 Amendment") or an Amendment dated as of June 1, 2011 (the "June 1, 2011 Amendment," and together with the June 1, 2009 Amendment, the "Amendments"), each executed by the School Board, the Corporation and the Trustee, as assignee of the Corporation, are also being financed as Series 2009A-1 Facilities under this Schedule 2009A-1, as described on Schedule I-A attached hereto (the " Prior Overlapping Facilities"). A certain Series 2010A Facility financed under Schedule 2010A dated as of July 1, 2010 ("Series 2010A Schedule"), executed by the School Board and the Corporation is also being financed as a Series 2009A-1 Facility under this Schedule 2009A-1, as described in Schedule I-B attached hereto (the "2010A Overlapping Facility" and together with the Prior

Overlapping Facilities, the "Overlapping Facilities"). Capitalized terms used, but not defined, in this Section 9.H. shall have the meanings assigned thereto in the Amendments or in Schedule 2010A. Schedule I-A and Schedule I-B attached hereto provide the source of funding from Certificate proceeds of the Overlapping Facilities. Notwithstanding anything to the contrary in the Prior Schedules, the Prior Ground Leases, the Series 2009A Ground Lease, the Series 2010A Ground Lease, this Schedule 2009A-1 or Schedule 2010A, including particularly Sections 5 and 7 of the Prior Ground Leases, the Series 2009A Ground Lease and the Series 2010A Ground Lease, upon the termination of the term of:

(1) the Series 2005A-1 Lease or the Series 2009A-1 Lease, the proceeds derived from exercising any of the remedies available under the Master Lease with respect to "Walker Elementary School" shall be allocated to Prior Schedule 2005A-1 and to Schedule 2009A-1, and to the Holders of the outstanding Series 2009A Certificates in accordance with the Series 2009A-1 Lease and Series 2009A Supplemental Trust Agreement, to the Holders of the outstanding Series 2015A Certificates in accordance with the Series 2005A-1 Lease and Series 2015A Supplemental Trust Agreement and to the Holders of the outstanding Series 2016B Certificates in accordance with the Series 2009A-1 Lease and Series 2016B Supplemental Trust Agreement;

(2) the Series 2006-1 Lease or the Series 2009A-1 Lease, the proceeds derived from exercising any of the remedies available under the Master Lease with respect to "Palmview Elementary School" shall be allocated to Prior Schedule 2006-1 and to Schedule 2009A-1 in proportion to the amount of the financing of Palmview Elementary School, and to the Holders of the outstanding Series 2006 Certificates in accordance with the Series 2006-1 Lease and Series 2006 Supplemental Trust Agreement, to the Holders of the outstanding Series 2009A Certificates in accordance with the Series 2009A-1 Lease and Series 2009A Supplemental Trust Agreement, to the Holders of the outstanding Series 2015A Certificates in accordance with the Series 2006-1 Lease and Series 2015A Supplemental Trust Agreement and to the Holders of the outstanding Series 2016B Certificates in accordance with the Series 2009A-1 Lease and Series 2016B Supplemental Trust Agreement;

(3) the Series 2008A-1 Lease or the Series 2009A-1 Lease, the proceeds derived from exercising any of the remedies available under the Master Lease with respect to "Harbordale Elementary School" shall be allocated to Prior Schedule 2008A-1 and to Schedule 2009A-1 in proportion to the amount of the financing of Harbordale Elementary School, and to the Holders of the outstanding Series 2008A Certificates in accordance with the Series 2008A-1 Lease and Series 2008A Supplemental Trust Agreement, to the Holders of the outstanding Series 2009A Certificates in accordance with the Series 2009A-1 Lease and Series 2009A Supplemental Trust Agreement, to the Holders of the outstanding Series 2016A Certificates in accordance with the Series 2008A-1 Lease and Series 2016A Supplemental Trust Agreement and to the Holders of the outstanding Series 2016B Certificates in accordance with the Series 2009A-1 Lease and Series 2016B Supplemental Trust Agreement; and

(4) the Series 2010A Lease or the Series 2009A-1 Lease, the proceeds derived from exercising any of the remedies available under the Master Lease with respect to a

3.033 acre area of the Facility Site designated as "Fort Lauderdale High School – Phased Concurrent Replacement" as shown in Part A of Exhibit B attached hereto shall be allocated to Schedule 2009A-1 and to Schedule 2010A in proportion to the amount of the financing of Fort Lauderdale High School – Phased Concurrent Replacement, and to the Holders of the outstanding Series 2010A Certificates in accordance with the Series 2010A Lease and Series 2010A Supplemental Trust Agreement, to the Holders of the outstanding Series 2009A Certificates in accordance with the Series 2009A-1 Lease and Series 2009A Supplemental Trust Agreement and to the Holders of the outstanding Series 2016B Certificates in accordance with the Series 2009A-1 Lease and Series 2016B Supplemental Trust Agreement.

I. No Surrender of Series 2009A-1 Comprehensive Needs Projects.

(A) Upon termination of the Series 2009A-1 Lease Term prior to the payment of all Lease Payments scheduled therefor or without the payment of the then applicable Purchase Option Price of the Series 2009A-1 Comprehensive Needs Projects, or (B) as provided in Section 8.2 of the Master Lease upon the occurrence of an event of default, then the Purchase Option Price of the Series 2009A-1 Comprehensive Needs Projects, shall become immediately due and payable, but only from the School Board's current or other funds authorized by law and appropriated for such purpose as provided in Section 3.1 of the Master Lease. The Corporation's sole remedy (other than rights and remedies it may have at law against the School Board's legally available funds for compensatory damages as provided below upon the occurrence of an Event of Default under Section 8.1 of the Master Lease) shall be to seek a judgment against the School Board for the unpaid balance of the Purchase Option Price for the Series 2009A-1 Comprehensive Needs Projects, which judgment shall be enforceable solely against the School Board's legally available funds.

Notwithstanding the obligations of the School Board to pay the Purchase Option Price of the Series 2009A-1 Comprehensive Needs Projects, the School Board shall be under no obligation to transfer possession of and/or title to the Series 2009A-1 Comprehensive Needs Projects to the Corporation, and the Corporation shall have no right under the Series 2009A-1 Lease to involuntarily dispossess the School Board of the use and enjoyment of or title to any of the Series 2009A-1 Comprehensive Needs Projects, and the Corporation hereby irrevocably waives any right to specific performance of the School Board's covenants upon any such termination of the Lease Term.

Upon the termination of the Lease Term as a result of a default by the School Board, the Corporation shall have, in addition to the rights and remedies described above, the right to sue for compensatory damages, including damages for any loss suffered by the Corporation or the Trustee as a result of the School Board's failure to pay the unpaid balance of the Purchase Option Price for the Series 2009A-1 Comprehensive Needs Projects when due.

Notwithstanding anything to the contrary herein, nothing shall prevent the Corporation or Trustee from satisfying the payment obligations of the School Board under the Series 2009A-1 Lease with respect to the Series 2009A Certificates from the reletting of any Series 2009A-1 Facilities (other than the Series 2009A-1 Comprehensive Needs Projects) or from any other moneys legally available therefor.

J. Release of Series 2009A-1 Facilities. The following provision shall become effective upon execution by the School Board, the Corporation and the Trustee of this Schedule 2009A-1 and the consent of the holders of a majority in principal amount of the Outstanding Certificates.

Notwithstanding anything to the contrary in the Master Lease, one or more Series 2009A-1 Facilities financed by the Series 2009A-1 Lease may be released from the lien of such Lease if after the release of the Facility or Facilities the total construction cost of remaining Series 2009A-1 Facilities exceeds the remaining principal portion of the Basic Lease Payments payable under the Series 2009A-1 Lease. The Series 2009A-1 Facilities released under this Section 9.J. shall be deemed to be paid and fee simple title to such Series 2009A-1 Facilities shall vest in the School Board free and clear of all encumbrances except Permitted Encumbrances.

The Corporation hereby appoints the School Board as its agent to prepare and file or record in appropriate offices such documents as may be necessary to cause record title to such Series 2009A-1 Facilities to vest in the School Board. The Corporation agrees to immediately execute a warranty deed for the Series 2009A-1 Facilities and an assignment of all its right, title, and interest to such Series 2009A-1 Facilities under the Series 2009A-1 Lease and Series 2009A-1 Ground Lease to the School Board, and shall execute an amendment to Schedule 2009A-1, as well as all other instruments necessary to vest good and marketable fee simple title to the released Series 2009A-1 Facility or Series 2009A-1 Facilities in the School Board subject only to Permitted Encumbrances. The Series 2009A-1 Ground Lease shall then be modified, as provided therein. The Corporation shall request the execution of such instruments by the Trustee as may be necessary to effect the conveyance described herein.

K. Effective Date. Schedule 2009A-1, as amended and restated as of April 1, 2026, shall be effective as of April __, 2026.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Trustee, as Assignee of the Corporation and the Corporation have caused this Amended and Restated Schedule 2009A-1 to be executed in their respective corporate names by their duly authorized officers, and the School Board has caused this Amended and Restated Schedule 2009A-1 to be executed in its name by its duly authorized members or officers, all as of the day and year first written above.

[SEAL]

Attest:

By:_____
Dr. Howard Hepburn
Secretary

BROWARD SCHOOL BOARD LEASING CORP.

By:_____
Sarah Leonardi
President

[SEAL]

Attest:

By:_____
Dr. Howard Hepburn
Secretary

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By:_____
Sarah Leonardi
Chair

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By:_____
Deborah Lamb
Vice President

SCHEDULE I-A
Prior Overlapping Facilities

Facility	Project Description	Amount Financed Under Schedule 2009A-1	Related Prior Schedule(s)	Amount Financed Under Related Prior Schedule(s)	Total Amount (Prior Schedule(s) and Schedule 2009A-1)
Harbordale Elementary School	Classroom Additions	2,075,214	2008A-1	6,900,870	8,976,084
Palmview Elementary School	Kitchen/Cafeteria	8,374,000	2006-1	6,500,800	14,874,800
Walker Elementary School	Kitchen/Cafeteria	7,199,520	2005A-1	4,623,383	11,822,903
		17,648,734		18,025,053	35,673,787

SCHEDULE I-B
2010A Overlapping Facility

Facility	Project Description	Amount Financed Under Schedule 2009A-1	Related Schedule	Amount Financed under Related Schedule	Total Amount (Related Schedule and Schedule 2009A-1)
Fort Lauderdale High School – Phased Concurrent Replacement	Classroom Building	$4,444,194	2010A	$4,332,877	$8,777,071

EXHIBIT A TO SCHEDULE 2009A-1

A. General Description of the Series 2009A-1 Facilities to be Lease Purchased:

Banyan Elementary School - A Media replacement at the existing elementary school located at 8600 NW 50th Street in the City of Sunrise. This media center will total approximately 13,000 gross square feet. This media center will serve some 798 students currently attending this elementary school. It will provide a standalone media center, a technical processing area, an integrated learning center, a network specialist workroom, media office, custodial spaces, and student/staff restrooms.

Blanche Ely High School - A physical education center at the existing high school located at 1201 NW 6th Avenue in the City of Pompano Beach. The center will provide an expanded track and field area, student and staff restrooms, PE storage to support the educational development of 2,007 9-12 grade students.

Fort Lauderdale High School Pool Replacement - A Pool Replacement at the existing high school located at 1600 NE 4th Avenue in the City of Fort Lauderdale. This project will encompass approximately .67 acres. This project will serve some 1,811 students currently attending this high school. It will provide a new Aquatic Facility to include a ten lane competition pool, (two) one meter diving well, teaching pool, and spectator areas, a pool administration building to include coaches' office, lifeguard office, hospitality/team room, locker rooms, storage rooms and pool equipment rooms. Pool deck features include covered shade canopy, pool deck seating areas, concrete diving platform, specialized sports lighting, and entry feature.

Harbordale Elementary School - A 16 classroom replacement at the existing elementary school located at 900 SE 15 Street in the City of Fort Lauderdale. This project will replace approximately 23,700 gross square feet of permanent building at the school. It will house K-5 students. This addition will provide 8 primary and 8 intermediate classrooms, custodial closets and student/staff restrooms.

Northeast High School - An aquatics sports complex at the existing high school located at 700 NE 56th Street in the City of Oakland Park. This renovation/expansion will total approximately 15,000 gross square feet. This aquatic complex space will serve some 2,115 students currently attending this high school. It will provide an expanded teaching/competition pool, equipment/pump building, student locker room/shower/restroom and staff locker room/shower/restroom.

Palmview Elementary School - A cafeteria replacement at the existing elementary school located at 2601 NE 1st Avenue in the City of Pompano Beach. This replacement will total approximately 18,956 gross square feet. This cafeteria space will serve some 635 students currently attending this elementary school. It will provide a student and teacher dining area, a multipurpose/dining/meeting area, kitchen, and student/staff/public restrooms.

Parkway Middle School - A concurrent phased replacement at the existing middle school located at 3600 NW 5th Court in the City of Ft. Lauderdale. This project will replace approximately 52,000 net square feet of permanent building on the campus. It will house 6 - 8 grade students. This phase will provide 19 classrooms, 4 science demonstration classrooms, a science preparation area,

3 ESE classrooms, 4 resource rooms, a gymnasium, lobby, concession stand, ticket booth, male and female locker rooms with related spaces, a laundry, PE storage, teacher planning, first aid room, textbook storage, custodial areas, student/staff restrooms, and a physical plant.

Seagull Center - A media replacement at the existing school located at 425 SW 28th Street in the City of Ft. Lauderdale. This addition will add approximately 9,744 gross square feet of permanent building to the school. This media center will serve some 837 students currently attending this school. It will provide a standalone media center, a technical processing area, an integrated learning center, a network specialist workroom, media office, custodial spaces, and student/staff restrooms.

Fort Lauderdale High School – Phased Concurrent Replacement – Three story Classroom Buildings to include 7 general classrooms, 5 resource rooms, 4 science labs and related spaces, 4 ESE classroom suites, and a business technology lab. The facility will also include: 3 family and consumer science labs, a health occupations lab, pre-law/public service education lab, vocational labs, teacher planning areas, administrative offices, and kitchen and laundry facilities for home economics. Moreover, custodial spaces, storage spaces, and student, staff, and public restrooms will also be constructed.

Walker Elementary School - A cafeteria replacement at the existing elementary school located at 1001 NW 4th Street in the City of Ft. Lauderdale. This replacement will total approximately 18,956 gross square feet. This cafeteria space will serve some 786 students currently attending this elementary school. It will provide a student and teacher dining area, a multipurpose/dining/meeting area, kitchen, and student/staff/public restrooms.

B. General Description of the Series 2009A-1 Comprehensive Needs Projects to be Lease Purchased:

Project Description	Estimated Useful Life
ADA Compliance	20 years
Safety (fencing, fire alarm, etc.)	20 years
Various other Remodeling & Renovation Projects	20 years
Indoor Air Quality/HVAC	20 years
Roofing	20 years
Technology (infrastructure, networking, etc.	20 years
Technology (end-user equipment)	7 years

C. Estimated Costs of the Series 2009A-1 Facilities to be Lease Purchased:

The following reflects current expectations of the School Board as to the cost of the Series 2009A-1 Facilities and is subject to change and amendment.

Facility	Planning	Acquisition and Construction	Total Project Cost
Banyan Elementary School	225,000	2,500,000	2,725,000
Blanche Ely High School	800,959	6,865,000	7,665,959
Fort Lauderdale High School Pool Replacement	423,081	3,846,194	4,269,275
Harbordale Elementary School	117,465	1,957,749	2,075,214
Northeast High School	1,262,306	4,187,694	5,450,000
Palmview Elementary School	474,000	7,900,000	8,374,000
Parkway Middle School	2,927,166	23,778,000	26,705,166
Seagull Center	463,283	2,531,300	2,994,583
Fort Lauderdale High School – Phased Concurrent Replacement	705,645	8,071,426	8,777,071
Walker Elementary School	407,520	6,792,000	7,199,520
TOTAL	$7,806,425	$68,429,363	$76,235,788

D. Estimated Costs of the Series 2009A-1 Comprehensive Needs Projects to be Lease Purchased:

The following reflects current expectations of the School Board as to the cost of the Series 2009A-1 Comprehensive Needs Projects and is subject to change and amendment.

Description	Cost
ADA Compliance	
Safety (fencing, fire alarm, etc.)	
Various other Remodeling & Renovation Projects	
Indoor Air Quality/HVAC	
Roofing	
Technology (infrastructure, networking, etc.)	
Technology(end-user equipment)	
Total	$55,225,877

EXHIBIT B TO SCHEDULE 2009A-1

LEGAL DESCRIPTIONS AND PERMITTED ENCUMBRANCES OF SERIES 2009A-1 FACILITY SITES

PART A. DESCRIPTION OF REAL ESTATE.

Banyan Elementary School

A portion of Tract 25, of Section 17, Township 49 South, Range 41 East, of FLORIDA FRUITLANDS COMPANY'S SUBDIVISION NO. 2, according to the Plat thereof, as recorded in Plat Book 1, Page 102, of the Public Records of Palm Beach County, Florida and being more particularly described as follows:

COMMENCE at the Northeast corner of Tract 50, SPRINGTREE LAKES, according to the Plat thereof as recorded in Plat Book 79, Page 12 of the Public Records of Broward County, Florida; THENCE South 89°26'54" West, along the north line of said Tract 50 a distance of 214.41 feet; THENCE North 00°34'03" West, a distance of 19.07 feet to the POINT OF BEGINNING; THENCE South 89°25'57" West, a distance of 157.83 feet; THENCE North 00°34'03" West, a distance of 128.83 feet; THENCE North 89°25'57" East, a distance of 157.83 feet; THENCE South 00°34'03" East, a distance of 128.83 feet to the POINT OF BEGINNING.

Said lands situate in the City of Sunrise, Broward County, Florida containing 20,333 square feet or 0.467 acres more or less.

Blanche Ely High School

Home Dugout

A parcel of land being a portion of the Northwest One-Quarter (NW ¼) of Section 35, Township 48 South, Range 42 East, said parcel being more particularly described as follows:

COMMENCE at the Northwest corner of said Northwest One-Quarter (NW ¼) of Section 35;
THENCE on an assumed bearing of S01°26'42"E along the West line of the said Northwest One-Quarter (NW ¼) a distance of 666.54 feet to the South right-of-way line of the Florida East Coast (F.E.C.) Railway;
THENCE N88°11'37"E along the said South right-of-way line of the F.E.C. Railway a distance of 70.47 feet;
THENCE S01°48'23"E a distance of 380.80 feet to the POINT OF BEGINNING;
THENCE S84°42'49"E a distance of 40.00 feet;
THENCE S05°17'11"W a distance of 8.75 feet;
THENCE N84°42'49"W a distance of 40.00 feet;
THENCE N05°17'11"E a distance of 8.75 feet to the POINT OF BEGINNING.

Said parcel of land situate within the City of Pompano Beach, Broward County, Florida, containing 350 square feet, more or less.

Home Concession

A parcel of land being a portion of the Northwest One-Quarter (NW ¼) of Section 35, Township 48 South, Range 42 East, said parcel being more particularly described as follows:

COMMENCE at the Northwest corner of said Northwest One-Quarter (NW ¼) of Section 35;
THENCE on an assumed bearing of S01°26'42"E along the West line of the said Northwest One-Quarter (NW ¼) a distance of 666.54 feet to the South right-of-way line of the Florida East Coast (F.E.C.) Railway;
THENCE N88°11'37"E along the said South right-of-way line of the F.E.C. Railway a distance of 236.09 feet;
THENCE S01°48'23"E a distance of 424.30 feet to the POINT OF BEGINNING;
THENCE N88°55'28"E a distance of 40.67 feet;
THENCE S01°04'32"E a distance of 34.13 feet;
THENCE N88°55'28"E a distance of 38.58 feet;
THENCE S01°04'32"E a distance of 15.42 feet
THENCE S88°55'28"W a distance of 52.16 feet;
THENCE S01°04'32"E a distance of 8.04 feet;
THENCE S88°55'28"W a distance of 27.09 feet;
THENCE N01°04'32"E a distance of 57.58 feet to the POINT OF BEGINNING.

Said parcel of land situate within the City of Pompano Beach, Broward County, Florida, containing 2,827 square feet, more or less.

Visitor Dugout

A parcel of land being a portion of the Northwest One-Quarter (NW ¼) of Section 35, Township 48 South, Range 42 East, said parcel being more particularly described as follows:

COMMENCE at the Northwest corner of said Northwest One-Quarter (NW ¼) of Section 35;
THENCE on an assumed bearing of S01°26'42"E along the West line of the said Northwest One-Quarter (NW ¼) a distance of 666.54 feet to the South right-of-way line of the Florida East Coast (F.E.C.) Railway;
THENCE N88°11'37"E along the said South right-of-way line of the F.E.C. Railway a distance of 219.51 feet;
THENCE S01°48'23"E a distance of 264.99 feet to the POINT OF BEGINNING;
THENCE S84°39'15"E a distance of 8.75 feet;
THENCE S05°20'45"W a distance of 40.00 feet;
THENCE N84°39'15"W a distance of 8.75 feet;
THENCE N05°20'45"E a distance of 40.00 feet to the POINT OF BEGINNING.

Said parcel of land situate within the City of Pompano Beach, Broward County, Florida, containing 350 square feet, more or less.

Visitor Concession

A parcel of land being a portion of the Northwest One-Quarter (NW ¼) of Section 35, Township 48 South, Range 42 East, said parcel being more particularly described as follows:

COMMENCE at the Northwest corner of said Northwest One-Quarter (NW ¼) of Section 35;
THENCE on an assumed bearing of S01°26'42"E along the West line of the said Northwest One-Quarter (NW ¼) a distance of 666.54 feet to the South right-of-way line of the Florida East Coast (F.E.C.) Railway;
THENCE N88°11'37"E along the said South right-of-way line of the F.E.C. Railway a distance of 645.29 feet;
THENCE S01°48'23"E a distance of 432.59 feet to the POINT OF BEGINNING;
THENCE N88°37'34"E a distance of 19.35 feet;
THENCE S01°22'26"E a distance of 12.66 feet;

THENCE N88°37’34”E a distance of 13.57 feet;
THENCE S01°22’26”E a distance of 41.70 feet
THENCE S88°37’34”W a distance of 15.25 feet;
THENCE S01°22’26”E a distance of 3.47 feet;
THENCE S88°37’34”W a distance of 17.67 feet;
THENCE N01°22’26”W a distance of 57.83 feet to the POINT OF BEGINNING.

Said parcel of land situate within the City of Pompano Beach, Broward County, Florida, containing 1,679 square feet, more or less.

Stadium Elevator

A parcel of land being a portion of the Northwest One-Quarter (NW ¼) of Section 35, Township 48 South, Range 42 East, said parcel being more particularly described as follows:

COMMENCE at the Northwest corner of said Northwest One-Quarter (NW ¼) of Section 35;
THENCE on an assumed bearing of S01°26’42”E along the West line of the said Northwest One-Quarter (NW ¼) a distance of 666.54 feet to the South right-of-way line of the Florida East Coast (F.E.C.) Railway;
THENCE N88°11’37”E along the said South right-of-way line of the F.E.C. Railway a distance of 284.71 feet;
THENCE S01°48’23”E a distance of 382.81 feet to the POINT OF BEGINNING;
THENCE N88°52’26”E a distance of 8.00 feet;
THENCE S01°07’34”E a distance of 18.00 feet;
THENCE S88°52’26”W a distance of 8.00 feet;
THENCE N01°07’34”W a distance of 18.00 feet to the POINT OF BEGINNING.

Said parcel of land situate within the City of Pompano Beach, Broward County, Florida, containing 144 square feet, more or less.

Fort Lauderdale High School Pool Replacement

DESCRIPTION:

PARCELS 1, 2, AND 3, PIPER SITE, NO. 2, REVISED, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 61, PAGE 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF BLOCK 1, AMENDED PLAT OF RIVERCREST, ACCORDING TO THE PLAT THEREOF, AS RECORDED PLAT BOOK 16, PAGE 28, OF SAID PUBLIC RECORDS, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID BLOCK 1, THENCE NORTH 89°23'26" EAST, ALONG THE NORTH LINE OF SAID BLOCK 1, A DISTANCE OF 330.71 FEET; THENCE SOUTH 00°33'40" EAST, ALONG THE WEST RIGHT OF WAY OF NORTHEAST 4TH AVENUE, A DISTANCE OF 64.80 FEET; THENCE SOUTH 89°04'49" WEST, A DISTANCE OF 331.38 FEET; THENCE NORTH 00°00'20" WEST, ALONG THE WEST LINE OF SAID BLOCK 1, A DISTANCE OF 66.60 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY FLORIDA. CONTAINING 122,236 SQUARE FEET OR 2.806 ACRES, MORE OR LESS.

Harbordale Elementary School

A portion of Parcel “A” of “HARBORDALE” according to the Plat thereof as recorded in Plat Book 41, Page 9 of the Public Records of Broward County, Florida, said portion being more particularly described as follows:

COMMENCE at the Northeast corner of said Parcel “A”; THENCE along the North line of said Parcel “A”, on an assumed bearing of North 89°59’57” West 138.99 feet; THENCE South 00°00’00” East 37.45 feet to the POINT OF BEGINNING (1); THENCE continue South 00°00’00” East 93.33 feet; THENCE South 90°00’00” West 47.17 feet; THENCE North 00°00’00” West 93.33 feet; THENCE North 90°00’00” East 47.17 feet to the POINT OF BEGINNING (1). Said lands situate, lying, and being in the City of Fort Lauderdale, Broward County, Florida and containing 4,402 square feet (0.101 acres) more or less.

TOGETHER WITH another portion of said Parcel “A” as follows:

COMMENCE at the Northeast corner of said Parcel “A”; THENCE along East line of said Parcel “A” on an assumed bearing of South 00°01’13” East 441.64 feet; THENCE South 90°00’00” West 58.62 feet to the POINT OF BEGINNING (2); THENCE continue South 9000’00” West 164.00 feet; THENCE North 00°00’00” West 62.00 feet; THENCE North 90°00’00” East 164.00 feet; THENCE South 00°00’00” East 62.00 feet to the POINT OF BEGINNING (2). Said lands situate, lying, and being in the City of Fort Lauderdale, Broward County, Florida and containing 10,168 square feet (0.233 acres) more or less.

Northeast High School

A PORTION OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 14, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER (NW 1/4) ON AN ASSUMED BEARING OF NORTH 86°46'07" EAST 775.09 FEET; THENCE SOUTH 03°25'51" EAST 622.35 FEET TO THE POINT OF BEGINNING; THENCE NORTH 86°38'08" EAST 107.22 FEET; THENCE NORTH 41°47'39" EAST 4.24 FEET; THENCE NORTH 86°47'39" EAST 11.63 FEET; THENCE SOUTH 48°12'21" EAST 4.25 FEET; THENCE NORTH 86°49'19" EAST 103.19 FEET TO A POINT OF CURVATURE OF A 10.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°30'24" AN ARC DISTANCE OF 15.62 FEET TO A POINT OF TANGENCY; THENCE SOUTH 03°40'18" EAST 143.53 FEET TO A POINT OF CURVATURE OF A 10.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°45'40" AN ARC DISTANCE OF 15.67 FEET TO A POINT OF TANGENCY; THENCE SOUTH 86°05'23" WEST 15.77 FEET TO A POINT OF CURVATURE OF A 7.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°19'52" AN ARC DISTANCE OF 10.79 FEET TO A POINT OF TANGENCY; THENCE SOUTH 02°14'29" EAST 26.78 FEET TO A POINT OF CURVATURE OF A 10.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°40'10" AN ARC DISTANCE OF 15.65 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87°25'41" WEST 195.29 FEET; THENCE NORTH 03°25'51" WEST 123.13 FEET; THENCE NORTH 86°52'54" EAST 10.08 FEET; THENCE NORTH 03°13'49" WEST 17.96 FEET; THENCE SOUTH 87°10'21" WEST 10.14 FEET; THENCE NORTH 03°25'51" WEST 63.66 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA AND CONTAINING 47545 SQUARE FEET (1.091 ACRES) MORE OR LESS.

Palmview Elementary School

The East 160 feet of the West 300 feet of the North 265 feet of the South 330 feet of the following described land:

The northeast one-quarter (NE 1/4) of the southwest one-quarter (SW 1/4) of the southeast one-quarter (SE 1/4) Section 23, Township 48 South, Range 42 East, less the east 30 feet thereof.

Said lands lying in the City of Pompano Beach, Broward County, Florida.

Parkway Middle School

A portion of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of Section 6, Township 50 South Range 42 East more fully described as follows

BUILDING #26

Commencing (1) at the Southeast corner of Lot 16, Block 9, ACADEMY AWARD HOMES, SECTION 2, according to the plat thereof as recorded in Plat Book 42 Page 31, of the Public Records of Broward County, Florida, thence North 00 degrees 00'13" East on the West line of the East 1050.80 feet of said Northeast one-quarter (NE 1/4) of Southwest one-quarter (SW 1/4) of Section 6, a distance of 272.49 feet; thence South 89 degrees 20'31" East, a distance of 21.55 feet to the Point of Beginning (1); thence continuing thence South 89 degrees 20'31" East a distance of 185.55 feet to a point on a curve; thence Northeasterly on said curve to the right, whose radius point bears South 63 degrees 10'55" East, with a radius of 91.77 feet, a central angle of 56 degrees 13'16", on arc distance of 90.05 feet thence North 00 degrees 39'29" East, a distance of 62.00 feet to a Reference Point "A"; thence North . 89 degrees 20'31" West, a distance of 183.33 feet; thence North 00 degrees 39'29" East, a distance of 5.50 feet; thence North 76 degrees 14' 08" West, a distance of 74.35 feet; thence South 00 degrees 39'29" West, a distance of 134.86 feet to the Point of Beginning (1).

Said lands situate, lying and being in Broward County, Florida.

TOGETHER WITH BUILDING #25

Commencing (2) at the aforementioned Reference Point "A"; thence North 30 degrees 00'11" East, a distance of 89.65 feet to the Point of Beginning (2); thence South 89 degrees 20'31" East, a distance of 258.55 feet; thence North 00 degrees 39'29" East, a distance of 83.46 feet to a Reference Point "B"; thence North 89 degrees 20'31" West, a distance of 258.55 feet; thence South 00 degrees 39'29" West, a distance of 83.46 feet to the Point of Beginning (2).

Said lands situate, lying and being in Broward County, Florida.

ALSO TOGETHER WITH BUILDING #29:

Commencing (3) at the aforementioned Reference Point "B"; thence North 77 degrees 26'32" East, a distance of 57.24 feet to the Point of Beginning (3); thence South 89 degrees 20'31" East, a distance of 65.00 feet; thence North 00 degrees 39'29" East, a distance of 110.75 feet; thence North 89 degrees 20'31" West, a distance of 65.00 feet; thence South 00 degrees 39'29" West, a distance of 110.75 feet to the Point of Beginning (3).

Said lands situate, lying and being in Broward County, Florida.

Seagull Center

A portion of Tract A of THE AMENDED PLAT OF THE RESUBDIVISION OF BLOCKS 8, 9, 10 AND 11 OF EVERGLADES LAND SALES COMPANY SECOND ADDITION TO LAUDERDALE, as recorded in Plat Book 45, Page 12, Broward County Records, being more particularly described as follows:

Commence at the Southeast corner of said Tract A; thence along the South line of said Tract A on an assumed bearing of North 89° 59' 23" West 477.47 feet; thence North 00° 00' 37" East 20.00 feet to the Point of Beginning; thence North 89° 59' 23" West 138.17 feet; thence North 00° 00' 37" East 124.50 feet; thence South 89° 59' 23" East 60.50 feet; thence North 00° 00' 37" East 4.34 feet; thence South 89° 59' 23" East 7.33 feet; thence South 00° 00' 37" West 4.34 feet; thence South 89° 59' 23" East 32.67 feet; thence South 00° 00' 37" West 82.83 feet; thence South 89° 59' 23" East 37.67 feet; thence South 00° 00' 37" West 25.33 feet; thence North 89° 59' 23" West 7.25 feet; thence South 00° 00' 37" West 7.33 feet; thence South 89° 59' 23" East 7.25 feet; thence South 00° 00' 37" West 9.00 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida.

Fort Lauderdale High School – Phased Concurrent Replacement

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARCEL "A", "PIPER SITE"; THENCE NORTH 00°33'40" WEST, A DISTANCE OF 891.50 FEET; THENCE NORTH 00°33'48" WEST, A DISTANCE OF 205.63 FEET; THENCE NORTH 00°33'48" WEST, A DISTANCE OF 7.48 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1105.92 FEET, A CENTRAL ANGLE OF 6°55'05", FOR AN ARC DISTANCE OF 133.53 FEET TO THE POINT OF TANGENCY; THENCE NORTH 06°21'17" EAST, A DISTANCE OF 49.39 FEET, THE LAST FIVE (5) DESCRIBED COURSES BEING COINCIDENT WITH THE EAST RIGHT OF WAY OF NORTHEAST 4TH AVENUE; THENCE SOUTH 74°39'17" EAST, A DISTANCE OF 67.77 FEET; THENCE SOUTH 11°29'28" WEST, A DISTANCE OF 9.25 FEET; THENCE SOUTH 05°48'14" EAST, A DISTANCE OF 20.06 FEET; THENCE NORTH 88°38'13" EAST, A DISTANCE OF 34.91 FEET; THENCE SOUTH 70°00'53" EAST, A DISTANCE OF 25.02 FEET; THENCE SOUTH 66°49'18" EAST, A DISTANCE OF 25.12 FEET; THENCE SOUTH 60°59'43" EAST, A DISTANCE OF 25.50 FEET; THENCE SOUTH 61°52'46" EAST, A DISTANCE OF 25.42 FEET; THENCE SOUTH 71°12'13" EAST, A DISTANCE OF 26.00 FEET; THENCE SOUTH 45°31'34" EAST, A DISTANCE OF 30.76 FEET; THENCE SOUTH 00°09'33" EAST, A DISTANCE OF 54.82 FEET, THE LAST 11 COURSES BEING COINCIDENT WITH THE NORTH AND EAST BOUNDARIES OF PARCEL "A", "THE FERD HEEB PLAT" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 120, PAGE 33 OF SAID PUBLIC RECORDS; THENCE SOUTH 74°47'10" EAST, A DISTANCE OF 51.89 FEET; THENCE SOUTH, A DISTANCE OF 115.80 FEET; THENCE SOUTH 89°49'22" WEST, A DISTANCE OF 37.00 FEET; THENCE SOUTH 00°37'30" EAST, A DISTANCE OF 56.30 FEET; THENCE NORTH 89°25'56" EAST, A DISTANCE OF 5.57 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, WHOSE RADIUS POINT BEARS NORTH 85°49'40" EAST, FROM THE LAST DESCRIBED POINT; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 33.20 FEET, A CENTRAL ANGLE OF 86°10'48", FOR AN ARC LENGTH OF 49.94 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°59'57" EAST, ALONG A NON-TANGENT LINE, A DISTANCE OF 201.58 FEET; THENCE SOUTH 66°26'10" EAST, A DISTANCE OF 57.64 FEET; THENCE SOUTH 27°26'01" EAST, A DISTANCE OF 122.82 FEET; THENCE SOUTH 15°35'15" EAST, A DISTANCE OF 30.43 FEET; THENCE SOUTH 10°22'19" EAST, A DISTANCE OF 15.96 FEET; THENCE SOUTH, A DISTANCE OF 144.71 FEET; THENCE SOUTH 89°32'13" WEST, A DISTANCE OF 228.91 FEET; THENCE SOUTH 00°33'06" WEST, A DISTANCE OF 14.01 FEET; THENCE SOUTH 89°32'13" WEST, A DISTANCE OF 199.91 FEET; THENCE NORTH 00°01'14" WEST, A DISTANCE OF 339.18 FEET; THENCE SOUTH 89°59'57" EAST, A DISTANCE OF 98.82 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY FLORIDA. CONTAINING 132,127 SQUARE FEET OR 3.033 ACRES MORE OR LESS.

Walker Elementary School

Portion of Parcel “A” Revised Plat of Blocks 8 and 9 TUSKEGEE PARK, according to the Plat thereof, as recorded in Plat Book 48, Page 2 , of the Public Records of Broward County, Florida, and being more fully described as follows:

Beginning at the Northeast corner of said Parcel “A”; thence South 01°22’59” East, on the East line of said Parcel “A”; a distance of 181.95 feet; thence South 88°37’13” West, a distance of 141.38 feet; thence North 46°21’54” West, a distance of 17.65 feet; thence North 01°22’47” West, a distance of 33.34 feet; thence South 88°37’13” West, a distance of 114.22 feet; thence North 00°54’02” West, a distance of 136.13 feet; thence North 88°37’13” East, on the North line of said Parcel “A”, a distance of 266.93 feet to the POINT OF BEGINNING.

Said lands, situate, lying and being in the City of Fort Lauderdale, Broward County, Florida, and containing 43,387 square feet or 0.9960 acres more or less.

PART B.PERMITTED ENCUMBRANCES.

Banyan Elementary School

1. Easement in favor of Florida Power & Light Co. recorded in OR Book 9374, Page 648.

2. Easement in favor of Florida Power & Light Co. recorded in OR Book 9674, Page 385.

3. Easement in favor of Florida Power & Light Co. recorded in OR Book 27389, Page 180.

NOTE: All recording references are to the Pubic Records of Broward County, Florida.

Blanche Ely High School

Home Dugout

Easement to Florida Power & Light Company recorded in OR Book 7274, Page 208, of the Public Records of Broward County, Florida.

Home Concession

Easement to Florida Power & Light Company recorded in OR Book 7274, Page 208, of the Public Records of Broward County, Florida.

Visitor Dugout

1. Easement to Florida Power & Light Company recorded in OR Book 7274, Page 208.

2. Deed of Easement to Southern Bell Telephone and Telegraph Company recorded in OR Book 13955, Page 206.

3. Quit Claim Deed from The School Board of Broward County, Florida, to the City of Pompano Beach, recorded April 11, 2003 in OR Book 34931, Page 120.

4. Easement to Florida Power & Light Company recorded in OR Book 38379, Page 945.

NOTE: All recording references are to the Public Records of Broward County, Florida.

Visitor Concession

Easement to Florida Power & Light Company recorded in OR Book 7274, Page 208, of the Public Records of Broward County, Florida.

Stadium Elevator

1. Easement to Florida Power & Light Company recorded in OR Book 7274, Page 208.

2. Deed of Easement to Southern Bell Telephone and Telegraph Company recorded in OR Book 13955, Page 206.

3. Quit Claim Deed from The School Board of Broward County, Florida, to the City of Pompano Beach, recorded April 11, 2003 in OR Book 34931, Page 120.

4. Easement to Florida Power & Light Company recorded in OR Book 38379, Page 945.

NOTE: All recording references are to the Public Records of Broward County, Florida.

Fort Lauderdale High School Pool Replacement

1. All matters contained on the Plat of Amended Plat Of River Crest, as recorded in Plat Book 16, Page 28, Public Records of Broward County, Florida.

2. All matters contained on the Plat of Piper Site No. 2, Revised, as recorded in Plat Book 61, Page 41, together with and as amended by City Of Fort Lauderdale Ordinance No. C-99-78 recorded in O.R. Book 30198, Page 1309, Public Records of Broward County, Florida.

3. Easement to Florida Power & Light Company recorded in O.R. Book 4201, Page 446, Public Records of Broward County, Florida.

4. Easement to Florida Power & Light Company recorded in O.R. Book 17608, Page 277, Public Records of Broward County, Florida.

5. Memorandum Of Series 2001B-1 Lease recorded in O.R. Book 32772, Page 1513, together with and as amended by O.R. Book 47291, Page 1724, Public Records of Broward County, Florida.

6. Memorandum Of Series 2001B-1 Ground Lease recorded in O.R. Book 32772, Page 1523, together with and as amended by O.R. Book 47291, Page 1717, Public Records of Broward County, Florida.

Harbordale Elementary School

1. All matters contained on the Plat of Harbordale, as recorded in Plat Book 41, Page 9.

2. Lease recorded in OR Book 1135, Page 457.

3. Memoranda of Lease recorded in OR Book 37757, Pages 1408 and 1423.

4. Memoranda of Lease recorded in OR Book 45585, Pages 750 and 765.

5. Assignment Agreement recorded in OR Book 45585, Page 78.

NOTE: All recording references are to the Public Records of Broward County, Florida.

Northeast High School

1. Easements Agreement recorded in O.R. Book 2024, Page 868, and O.R. Book 2045, Page 209, Public Records of Broward County, Florida.

2. Matters contained in Deeds to Broward County recorded in O.R. Book 2156, Page 651, O.R. Book 2404, Page 903, O.R. Book 2691, Page 488, Public Records of Broward County, Florida.

3. Matters contained in Warranty Deeds recorded in O.R. Book 3167, Page 846, 848, 850, and 852, Public Records of Broward County, Florida.

4. Easement in favor of Florida Power & Light Company, contained in instrument recorded February 11, 1965, in O.R. Book 2961, Page 54, and August 27, 1976, in O.R. Book 6704, Page 966, Public Records of Broward County, Florida.

5. Bill of Sale Absolute recorded in O.R. Book 7226, Page 502, and O.R. Book 7226, 516, Public Records of Broward County, Florida.

6. Matters contained in Deeds recorded in Deed Book 242, Page 211, and O.R. Book 1962, Page 180, Public Records of Broward County, Florida.

7. Memorandum of Series 2005A-1 Ground Lease recorded June 30, 2005 in O.R. Book 39978, Page 704, Public Records of Broward County, Florida.

8. Memorandum of Series 2005A-1 Lease recorded June 30, 2005 in O.R. Book 39978, Page 720, Public Records of Broward County, Florida.

9. Utility easements recorded in O.R. Book 6704, Page 966, O.R. Book 7328, Page 813, O.R. Book 9376, Page 405, and O.R. Book 9826, Page 638 Public Records of Broward County, Florida.

10. Easement Agreement recorded in O.R. Book 2045, Page 209, Public Records of Broward County, Florida.

Palmview Elementary School

1. Service Agreement with Broward County recorded in O.R. Book 3853, Page 865, Public Records of Broward County, Florida.

2. Easement to Florida Power & Light Company recorded in O.R. Book 4514, Page 689, Public Records of Broward County, Florida.

Parkway Middle School

None other than the standard exceptions.

Seagull Center

1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of AMENDED PLAT OF THE RESUBDIVISION OF BLOCKS 8, 9, 10 AND 11 OF EVERGLADES LAND SALES COMPANY SECOND ADDITION TO LAUDERDALE, as recorded in Plat Book 45, Page 12, Public Records of Broward County, Florida.

2. Easement in favor of the City of Fort Lauderdale as set forth in the Easement Deed No. 1714, recorded February 1, 1991 in Official Records Book 18113, Page 230.

NOTE: All of the recording information contained herein refers to the Public Records of Broward County, Florida, unless otherwise indicated.

Fort Lauderdale High School – Phased Concurrent Replacement

1. All matters contained on the Plat of Franklin Court as recorded in Plat Book 9, Page 54.

2. All matters contained on the Plat of Piper Site as recorded in Plat Book 54, Page 49.

3. All matters contained on the Plat of The Ferd Heeb Plat as recorded in Plat Book 120, Page 33.

4. Easement to Florida Power & Light Company recorded in OR Book 1488, Page 77, which was partially released by OR Book 5652, Page 288.

5. Sanitary Sewerage Agreement with the City of Fort Lauderdale recorded in OR Book 3144, Page 446.

6. Easement to the City of Fort Lauderdale recorded in OR Book 4788, Page 235.

7. City of Fort Lauderdale Ordinance No. C-99-78 recorded in OR Book 30198, Page 1309.

8. Memorandum of Series 2001B-1 Lease by and between the Broward School Board Leasing Corp. and The School Board of Broward County recorded in OR Book 32772, Page 1513 as released by that certain document recorded August 9, 2010 in OR Book 47291, Page 1724.

9. Memorandum of Series 2001B-1 Lease by and between the Broward School Board Leasing Corp and The School Board of Broward County recorded in OR Book 32772, Page 1523 as released by that certain document recorded August 9, 2010 in OR Book 47291, Page 1717.

10. Memorandum of Amendment No. 3 to Memorandum of Series 2001B-1 Lease by and between the Broward School Board Leasing Corp. and The School Board of Broward County recorded in OR Book 42850, Page 1898 as released by that certain document recorded August 9, 2010 in OR Book 47291, Page 1717.

11. Amended and restated Memorandum of Series 2001B-1 Lease by and between the Broward School Board Leasing Corp. and The School Board of Broward County recorded in OR Book 42850, Page 1904 as released by that certain document recorded August 9, 2010 in OR Book 47291, Page 1724.

12. Utility Easements to the City of Fort Lauderdale recorded in OR Book 46431, Page 30; OR Book 46431, Page 34 and OR Book 46431, Page 38.

13. Memorandum of Series 2010A Ground Lease by and between The School Board of Broward County and The Broward School Board Leasing Corp. recorded in OR Book 47299, Page 219.

14. Memorandum of Series 2010A Lease by and between The Broward School Board Leasing Corp and The School Board of Broward County recorded in OR Book 47299, Page 226.

15. Series 2010A Assignment Agreement by and between Broward School Board Leasing Corp and U.S. Bank National Association, as Trustee, recorded in OR Book 47299, Page 233.

NOTE: ALL RECORDING REFERENCES ARE TO THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Walker Elementary School

1. All matters contained on the Plat of Revised Plat of Blocks 8 & 9 of Tuskegee Park, as recorded in Plat Book 48, Page 2.

2. Sanitary Sewer Agreement recorded in OR Book 1769, Page 398.

3. Memorandum of Lease recorded in OR Book 34736, Page 1577.

4. Memorandum of Lease recoded in OR Book 34736, Page 1593.

5. Memorandum of Lease recorded in OR Book 39978, Page 704.

6. Memorandum of Lease recorded in OR Book 39978, Page 720.

NOTE: All recording references are to the Public Records of Broward County, Florida.

EXHIBIT C-1 TO SCHEDULE 2009A-1

SCHEDULE OF BASIC LEASE PAYMENTS RELATED TO SERIES 2016B CERTIFICATES (Series 2009A-1 Facilities)

Period Ending	Principal Portion	Coupon	Interest Portion	Lease Payments	Annual Lease Payments	Remaining Principal Balance

EXHIBIT C-2 TO SCHEDULE 2009A-1

SCHEDULE OF BASIC LEASE PAYMENTS RELATED TO SERIES 2026A CERTIFICATES (Series 2009A-1 Facilities)

Period Ending	Principal Portion	Coupon	Interest Portion	Lease Payments	Annual Lease Payments	Remaining Principal Balance

EXHIBIT A-3

FORM OF AMENDED AND RESTATED SCHEDULE 2009A-2

AMENDED AND RESTATED SCHEDULE 2009A-2
dated as of June 1, 2009
as Amended and Restated as of June 1, 2011,
as Amended and Restated as of August 1, 2015
as Amended and Restated as of April 1, 2016
and
as Further Amended and Restated as of _____ 1, 2026

to the
Master Lease Purchase Agreement dated as of
July 1, 1990, as amended as of December 20, 2000, and as further amended by an
Amendment to Master Lease Purchase Agreement dated as of May 19, 2020
by and among

Broward School Board Leasing Corp.,
as Lessor (the "Corporation")

and

The School Board of Broward County, Florida,
as Lessee (the "School Board")

and

U.S. Bank Trust Company, National Association
(successor in interest to U.S. Bank, National Association and
First Union National Bank of Florida)
as Trustee and Assignee (the "Trustee")

THIS AMENDED AND RESTATED SCHEDULE 2009A-2 (the "Schedule 2009A-2") is hereby entered into under and pursuant to that certain Master Lease Purchase Agreement dated as of July 1, 1990, as amended as of December 20, 2000, and as further amended by an Amendment to Master Lease Purchase Agreement dated as of May 19, 2020 (as so amended, "Master Lease"), pursuant to which the Corporation has agreed to lease purchase unto the School Board and the School Board has agreed to lease purchase from the Corporation, subject to the terms and conditions of the Master Lease incorporated herein, the Series 2009A-2 Facilities herein described. The Trustee, on behalf of and as assignee of the Corporation, hereby demises and leases to the School Board, and the School Board hereby hires, takes and leases from the Trustee, the Series 2009A-2 Facilities described herein. The Master Lease with respect to this Schedule 2009A-2 and as modified and supplemented hereby, is referred to herein as the "Series 2009A-2 Lease." All terms and conditions contained in the Master Lease, unless otherwise amended or superseded hereby, are incorporated herein by reference.

SECTION 1. Definitions. For purposes of the Series 2009A-2 Lease the following terms have the meanings set forth below. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Master Lease or the Trust Agreement, including the Series 2016B Supplemental Trust Agreement with respect to the Series 2016B

Certificates and the Series 2026A Supplemental Trust Agreement with respect to the Series 2026A Certificates.

"**Certificates**" or "**Series of Certificates**" shall mean collectively, the Series 2016B Certificates and the Series 2026A Certificates, allocable to the Series 2009A-2 Lease.

"Closing Date" means the date of delivery of the Series 2009A Certificates to the respective Series 2009A Underwriters against payment therefor.

"**Commencement Date**" for the Series 2009A-2 Lease is the Closing Date of the Series 2009A Certificates.

"**Continuing Disclosure Certificate**" shall mean (a) with respect to the Series 2016B Certificates, that certain Disclosure Dissemination Agent Agreement dated as of April 27, 2016, between the School Board and Digital Assurance Certification LLC ("DAC"), as Disclosure Dissemination Agent, executed and delivered in connection with the issuance of the Series 2016B Certificates and (b) with respect to the Series 2026A Certificates, that certain Disclosure Dissemination Agent Agreement dated as of _____ __, 2026, between the School Board and DAC, as Disclosure Dissemination Agent, executed and delivered in connection with the issuance of the Series 2026A Certificates.

"Lease Payment Dates" shall mean with respect to the Series 2009A-2 Lease, the dates set forth as such on Exhibit B-1 and Exhibit B-2 hereto, as applicable.

"Series 2009A-2 Facilities" shall mean the Facilities described in this Schedule 2009A-2, as this Schedule 2009A-2 may be amended or supplemented from time to time.

"**Series 2009A Supplemental Trust Agreement**" shall mean the Series 2009A Supplemental Trust Agreement dated as of June 1, 2009 between the Corporation and the Trustee.

"Series 2016B Certificates" shall mean the $18,735,000 Certificates of Participation, Series 2016B Evidencing Undivided Proportionate Interests of the Owners thereof in Basic Lease Payments to be made by the School Board of Broward County, Florida, as Lessee, pursuant to a Master Lease Purchase Agreement with Broward School Board Leasing Corp., as Lessor.

"**Series 2016B Supplemental Trust Agreement**" shall mean the Series 2016B Supplemental Trust Agreement dated as of April 1, 2016, between the Corporation and the Trustee.

"Series 2026A Certificates" shall mean the $_____ Certificates of Participation, Series 2026A Evidencing Undivided Proportionate Interests of the Owners thereof in Basic Lease Payments to be made by the School Board of Broward County, Florida, as Lessee, pursuant to a Master Lease Purchase Agreement with Broward School Board Leasing Corp., as Lessor.

"**Series 2026A Supplemental Trust Agreement**" shall mean the Series 2026A Supplemental Trust Agreement dated as of April 1, 2026, between the Corporation and the Trustee.

SECTION 2. Lease Term. With respect to Series 2016B Certificates and the Series 2026A Certificates, the total of all Lease Terms of the Series 2009A-2 Lease is expected to be

approximately sixty-five (65) days through and including June 30, 2016, and thirteen (13) Renewal Terms of twelve (12) months each, each from July 1 through and including June 30 of the next succeeding calendar year, commencing July 1, 2016, and ending June 30, 2029. Each Lease Term shall be subject to annual renewal pursuant to the provisions of Article II of the Master Lease.

SECTION 3. Series 2009A-2 Facilities Lease Purchased. A general description of the Series 2009A-2 Facilities and the estimated costs of the Series 2009A-2 Facilities lease purchased under the Series 2009A-2 Lease are set forth in Exhibit A hereto. The School Board reserves the right to substitute other facilities for the facilities set forth herein, in accordance with the requirements of the Master Lease.

SECTION 4. Application of Certain Proceeds of Certificates.

Pursuant to the provisions of Section 402 of the Series 2016B Supplemental Trust Agreement the Trustee deposited the following sums attributable to the Series 2009A-2 Facilities to be lease purchased hereunder in the following accounts from the proceeds of the Series 2016B Certificates:

Amount	Account
$22,991,650.73	Escrow Deposit Fund
$159,485.42	Series 2016B Cost of Issuance Account

Pursuant to the provisions of Section 402 of the Series 2026A Supplemental Trust Agreement the Trustee deposited the following sums attributable to the Series 2009A-2 Facilities to be lease purchased hereunder in the following accounts from the proceeds of the Series 2026A Certificates:

Amount	Account
$_____	Series 2016B Escrow Deposit Fund
$_____	Series 2026A Cost of Issuance Account

SECTION 5. Basic Lease Payments. The principal portion and the interest portion of the Basic Lease Payments, the Lease Payment Dates (each June 15 and December 15, commencing December 15, 2009) and the remaining principal portion with respect to the Series 2009A-2 Facilities to be lease purchased and the Certificates attributable to such Series 2009A-2 Facilities are set forth in Exhibit B-1 and Exhibit B-2 hereto, respectively. The principal portion and the interest portion of the Basic Lease Payments, the Lease Payment Dates (each June 15 and December 15, commencing June 15, 2016) and the remaining principal portion with respect to the Series 2009A-2 Facilities to be lease purchased and the Series 2016B Certificates attributable to such Series 2009A-2 Facilities are set forth in Exhibit B-1, hereto. The principal portion and the interest portion of the Basic Lease Payments, the Lease Payment Dates (each [June] 15 and [December] 15, commencing [_____ 15, 2026]) and the remaining principal portion with respect to the Series 2009A-2 Facilities to be lease purchased and the Series 2026A Certificates attributable to such Series 2009A-2 Facilities are set forth in Exhibit B-2, hereto. The School Board shall notify the Trustee of the amount to be deposited to each subaccount of the Series 2009A Lease Payment Account on each Lease Payment Date.

Special Additional Lease Payments. If, upon delivery of the Certificate of Acceptance indicating completion of the acquisition, construction, installation and payment of all costs of the Series 2009A-2 Facilities, or if the School Board determines not to acquire, construct or install one or more components of the Series 2009A-2 Facilities, it is determined that the cost of, and consequently the actual amount of Basic Lease Payments for, a Series 2009A-2 Facility is different from the amount set forth herein, Exhibit B-1 and Exhibit B-2 shall be revised as necessary to reflect the adjusted Schedule of Basic Lease Payments for all Series 2009A-2 Facilities to be lease-purchased. The aggregate of Basic Lease Payments on Exhibit B-1 and Exhibit B-2 shall be no less than the principal and interest payments with respect to the portion of the Certificates relating to the Series 2009A-2 Facilities and shall only be revised as described in the preceding paragraph or in the event of a prepayment or a prepayment deposit of the principal portion of Basic Lease Payments represented by such portion of the Certificates pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of a portion of Certificates pursuant to Article III of the Series 2016B Supplemental Trust Agreement, Article III of the Series 2026B Supplemental Trust Agreement or Section 801 of the Master Trust Agreement.

The interest portion of the Basic Lease Payments under the Series 2009A-2 Lease and represented by the Series 2016B Certificates and the Series 2026A Certificates, expressed as an annual interest rate, is exempt from the limitations on interest rates set forth in Section 215.84, Florida Statutes, since the Series 2016B Certificates and the Series 2026A Certificates are rated within the three highest rating categories by a nationally recognized rating service.

SECTION 6. Additional Lease Payments.

Series 2016B Certificates. Additional Lease Payments with respect to the Series 2009A-2 Lease consist of a pro rata portion of the following amounts to be paid with respect to both the Series 2009A-1 Lease and Series 2009A-2 Lease, except as otherwise provided herein (the fees set forth below for Trustee services include services under Schedules 2009A-1 and 2009A-2):

1. Trustee Fees:	Annual fee of $3,000 payable annually in advance.
2. Trustee Expenses:	Expenses to be billed at cost. Legal fee for Trustee counsel at closing of $431.80. Thereafter, reasonable costs and expenses pursuant to the Master Lease or Trust Agreement.

Series 2026A Certificates. Additional Lease Payments with respect to the Series 2009A-2 Lease consist of a pro rata portion of the following amounts to be paid with respect to the Series 2008A-1 Lease, Series 2009A-1 Lease and Series 2009A-2 Lease except as otherwise provided herein (the fees set forth below for Trustee services include services for Schedules 2008A-1, 2009A-1 and 2009A-2):

1. Trustee Fees:	Annual fee of $[_____] payable annually in advance.
2. Trustee Expenses:	Expenses to be billed at cost. Legal fee for Trustee counsel at closing of $[_____]. Thereafter, reasonable costs and expenses pursuant to the Master Lease or Trust Agreement.

SECTION 7. Prepayment Provisions. In addition to or in lieu of the prepayment provisions of Section 7.2 of the Master Lease, the principal portion of the Basic Lease Payments due as provided in Section 5 of this Schedule 2009A-2 is subject to the following prepayment provisions:

A. Optional Prepayment; Extraordinary Optional Prepayment.

(i) **Series 2016B Certificates**. The principal portion of Basic Lease Payments represented by Series 2016B Certificates shall be subject to prepayment on or after June 15, 2026, by the School Board in whole or in part on any Business Day at the option of the School Board, and if in part, in such order of due dates of the principal portion of the Basic Lease Payments as shall be designated by the School Board to be prepaid, at the Prepayment Price equal to 100% of the principal portion of Basic Lease Payments being prepaid plus the interest portion of the Basic Lease Payments with respect to such prepaid principal portion accrued to the Prepayment Date.

(ii) **Series 2026A Certificates**. [to come].

B. Extraordinary Prepayment.

(i) **Series 2016B Certificates**. The extraordinary prepayment provisions set forth in Section 7.2(b) and Section 5.4(b) of the Master Lease shall not apply to Basic Lease Payments represented by Series 2016B Certificates.

(ii) **Series 2026A Certificates**. [to come].

SECTION 8. Other Special Provisions.

A. Representations. (i) The School Board hereby confirms its representations, covenants and warranties set forth in Section 2.10 of the Master Lease, except that all references therein to the Master Lease shall be deemed to refer to the Master Lease as supplemented by this Schedule 2009A-2 and all references therein to the Facilities shall include the Series 2009A-2 Facilities. The Corporation hereby confirms its representations, covenants and warranties set forth in Section 2.11 of the Master Lease, except that all references therein to the Master Lease shall be deemed to refer to the Master Lease as supplemented by this Schedule 2009A-2 and all references therein to the Facilities shall include the Series 2009A-2 Facilities.

(ii) The Corporation hereby represents that the Master Lease is in effect and that to its knowledge there are no defaults on the date of execution of this Schedule 2009A-2 under any Lease, Ground Lease or the Trust Agreement.

B. Title. Notwithstanding the provisions of Section 6.1 of the Master Lease, title to the Series 2009A-2 Facilities shall be vested in the School Board upon acquisition.

C. Remedies Upon Nonappropriation or Default. For purposes of the Series 2009A-2 Lease only, Section 3.6 of the Master Lease shall not apply and, in its place, the following shall govern:

Section 3.6 No Surrender of Series 2009A-2 Facilities.

(A) Upon termination of the Series 2009A-2 Lease Term prior to the payment of all Lease Payments scheduled therefor or without the payment of the then applicable Purchase Option Price of the Series 2009A-2 Facilities, or (B) as provided in Section 8.2 of the Master Lease upon the occurrence of an event of default, then the Purchase Option Price of the Series 2009A-2 Facilities, shall become immediately due and payable, but only from the School Board's current or other funds authorized by law and appropriated for such purpose as provided in Section 3.1 of the Master Lease. The Corporation's sole remedy (other than rights and remedies it may have at law against the School Board's legally available funds for compensatory damages as provided below upon the occurrence of an Event of Default under Section 8.1 of the Master Lease) shall be to seek a judgment against the School Board for the unpaid balance of the Purchase Option Price, which judgment shall be enforceable solely against the School Board's legally available funds.

Notwithstanding the obligations of the School Board to pay the Purchase Option Price of the Series 2009A-2 Facilities, the School Board shall be under no obligation to transfer possession of and/or title to the Series 2009A-2 Facilities to the Corporation, and the Corporation shall have no right under the Series 2009A-2 Lease to involuntarily dispossess the School Board of the use and enjoyment of or title to any of the Series 2009A-2 Facilities, and the Corporation hereby irrevocably waives any right to specific performance of the School Board's covenants upon any such termination of the Lease Term.

Upon the termination of the Lease Term as a result of a default by the School Board, the Corporation shall have, in addition to the rights and remedies described above, the right to sue for compensatory damages, including damages for any loss suffered by the Corporation or the Trustee as a result of the School Board's failure to pay the unpaid balance of the Purchase Option Price when due.

D. Continuing Disclosure. The School Board agrees to comply with the terms and provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of the Series 2009A-2 Lease, failure of the School Board to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, provided it has been satisfactorily indemnified in accordance with Section 602 of the Master Trust Agreement as if it were proceeding under Section 602 of the Master Trust Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Holders of at least 25% aggregate principal amount in Outstanding Certificates, shall) or any Holder of the Certificates or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the School Board to comply with its obligations under this Section 8.D. For purposes of this Section, "Beneficial Owner" means any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Certificates for federal income tax purposes.

E. **Section 3.2(b) of the Master Lease.** For purposes of the Series 2009A-2 Lease, Section 3.2(b) of the Master Lease shall read as follows:

(b) Upon the completion of acquisition and construction of the Series 2009A-2 Facilities financed under this Lease and payment of all Costs of the Series 2009A-2 Facilities, the amounts, if any, on deposit in the Tax-Exempt Subaccount of the Series 2009A Acquisition Account shall be transferred to the Tax-Exempt Subaccount of the Series 2009A Lease Payment Account to be applied to applicable Basic Lease Payments next coming due under this Lease; provided, however, that if, upon delivery by the School Board of a Certificate of Acceptance indicating completion of the acquisition, construction, installation and payment of all costs of the Series 2009A-2 Facilities(including the failure of the School Board to acquire any component of the Series 2009A-2 Facilities), there shall remain in the Tax-Exempt Subaccount of the Series 2009A Acquisition Account an amount greater than the amount of related Basic Lease Payments coming due in the immediately following Fiscal Year under this Lease, such amount shall be retained in the Tax-Exempt Subaccount of the Series 2009A Acquisition Account and applied to pay the Costs of other Facilities, in which case such other Facilities shall become subject to the provisions of this Lease as fully as if they were the originally leased Series 2009A-2 Facilities; provided, however, at the direction of the School Board, upon delivery to the Trustee of a Favorable Opinion, such Net Proceeds shall be deposited in the Tax-Exempt Subaccount of the Series 2009A Lease Payment Account to be credited against the applicable Basic Lease Payments next coming due.

F. **Section 6.4 of the Master Lease.** For purposes of the Series 2009A-2 Lease, Section 6.4 of the Master Lease shall read as follows:

SECTION 6.4. Substitution of Facilities. To the extent permitted by law, on or after the Completion Date the School Board may substitute for any Facilities other facilities owned by the School Board, provided such substituted facilities (a) have the same or a greater remaining useful life, (b) have a fair market value equal to or greater than the Facilities for which they are substituted, and (c) are of substantially equal utility as the Facilities to be replaced and meet the requirement of Section 5.9 hereof. In addition, to the extent permitted by law, prior to the Completion Date the School Board may release and/or substitute for any Facilities to be acquired, constructed and installed under a particular Schedule other facilities to be acquired, constructed and installed, provided that (1) any substituted facilities satisfy the requirements of clauses (a) and (c), and (2) following such substitution and/or release, the sum of (x) with respect to Facilities for which a Certificate of Acceptance has not been delivered, the Cost of the acquisition, construction and installation of the Facilities plus (y) with respect to Facilities for which a Certificate of Acceptance has been delivered, the fair market value of the Facilities, financed under the Schedule from which the Facilities are to be substituted and/or released is greater than or equal to the remaining principal portion of Basic Lease Payments due under such Schedule. In order to effect such substitution, the Facilities to be replaced shall be released from the encumbrance

of the related Lease by appropriate instrument executed by the School Board and the Corporation (or Trustee as assignee of the Corporation) and the Facilities to be substituted shall likewise be incorporated in the appropriate Lease modifications.

G. **Section 9.4 of the Master Lease.** For purposes of the Series 2009A-2 Lease, Section 9.4 of the Master Lease shall read as follows:

> **SECTION 9.4. Amendments**. The terms of this Master Lease and any Schedule shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Corporation and the School Board with the consent of the Credit Facility Issuer, if required under the terms of the Trust Agreement. Except as otherwise provided herein, the consent of the Holders of at least a majority in principal amount of the Certificates Outstanding who are affected by such waiver, alteration, modification, supplement or amendment shall be required. Notwithstanding the foregoing, a Schedule may be amended without obtaining the consent of the Credit Facility Issuer, if any, or of Holders of the affected Certificates, for the purpose of (1) adding a legal description and/or the permitted encumbrances for a Facility Site which has already been designated in such Schedule, (2) adding additional Facilities to be financed under such Schedule, (3) substituting Facilities in accordance with Section 6.4 hereof or (4) releasing a Facility or portion thereof if such Facility or portion thereof has been released from the lien of the Lease in accordance with the provisions thereof. Notwithstanding anything to the contrary in the Lease, any modification or amendment necessary or desirable in order to comply with provisions of the Code to ensure the status of the Series 2009A-QSCB Certificates as Qualified School Construction Bonds or to ensure the continued availability of the BAB Credit Payments shall not require the consent of any Certificate holder.

H. **Effective Date**. Schedule 2009A-2, as amended and restated as of April 1, 2026, shall be effective as of April __, 2026.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Trustee, as Assignee of the Corporation, and the Corporation have caused this Amended and Restated Schedule 2009A-2 to be executed in their respective corporate names by their duly authorized officers, and the School Board has caused this Amended and Restated Schedule 2009A-2 to be executed in its name by its duly authorized members or officers all as of the day and year first written above.

[SEAL]

Attest:

BROWARD SCHOOL BOARD LEASING CORP.

By:_____
Dr. Howard Hepburn
Secretary

By:_____
Sarah Leonardi
President

[SEAL]

Attest:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By:_____
Dr. Howard Hepburn
Secretary

By:_____
Sarah Leonardi
Chair

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By:_____
Deborah Lamb
Vice President

EXHIBIT A TO SCHEDULE 2009A-2

A. General Description of the Series 2009A-2 Facilities to be Lease Purchased:

District Wide Roofing Projects/Hurricane Repair - The District Wide Roofing Program addresses repair/replacement of roofing systems on buildings throughout the District. Due to age and damage as a result of storms, several buildings have been identified as needing repair/replacement. The District Wide Roofing Program has been established to provide a vehicle to accomplish the work. Roofing projects are implemented by means of using term consultants and contractors, as well as other delivery methods, such as Design/Bid/Build, CM@Risk and Total Program Management. Roof repairs and replacements are designed and constructed to the most current code and utilize the latest design criteria and material standards recommended by the District's Design and Building Departments.

District Wide ITV Towers - The District Wide ITV Tower Replacement Program addresses the replacement of BECON Instructional Television towers throughout the District. Due to age and storm damage numerous concrete towers have been identified as needing replacement. These new steel tower projects are designed by the District Design Services Department and constructed by using either an Open End Contractor or Design/Bid/Build delivery methods. All towers are designed and constructed to the most current code and utilize the latest design criteria and material standards recommended by the District's Design and Building Departments.

District Wide Indoor Environmental Quality - The indoor environmental quality program is the result of extensive surveys conducted by Program Managers at the District's school facilities to identify all of the needs related to the resolution and prevention of indoor environmental quality issues. This work includes code compliant design and construction activities such as roof replacement, HVAC system replacement, HVAC system test and balancing, flooring replacement, drainage system corrections, exterior waterproofing, door and window rehabilitation or replacement, interior repairs, field testing and observations to correct current deficiencies and to put systems in place that will prevent future indoor environmental quality problems.

District Wide Modular Buildings/Relocatables - The Type IV (non-combustible construction) modular buildings are one-room classrooms or classrooms contained within a complete modular building. The modular buildings are air-conditioned and placed on engineered grade level foundations. The buildings are of several types of construction, ranging in sizes necessary to meet the educational specifications for the facility they will serve. Interior finishes consist of gypsum walls, acoustical ceilings with fluorescent lighting and vinyl composition tile floors. The Florida Building Code requires a restroom within classrooms that are used for primary grades (kindergarten through third grade). All of these classrooms meet the Florida Building Code requirements for permanent construction.

District Wide ADA Improvements - Title II of the Americans with Disabilities Act (ADA) prohibits public school systems from denying people with disabilities equal opportunity to participate in programs, services and activities because of inaccessible facilities. Consistent with this mandate, the District conducted a survey of its facilities and identified structural barriers that limit physical access to some of its restrooms to individuals with disabilities. The majority of the restrooms that must be retrofitted to comply with the ADA accessibility standards are located in facilities that were built before the inception of the ADA. These restrooms were not built to accommodate individuals with mobility impairments (wheelchairs) or people with other disabilities and will need to go through major renovations to conform to the Florida Accessibility Code for Building Construction. These renovations will not only affect the restrooms immediate area but they will also impact any surrounding space or room, i.e., clinics will have to be enlarged to accommodate a larger restroom and Kindergarten classrooms will lose square footage to a larger restroom. The scope of work includes removal and installation of plumbing fixtures, toilet stall partitions, etc., relocation and replacement of water & sanitary lines, redesign of entrances (including the installation of new doors & signs), demolition of existing and construction of new walls, installation of visual alarms (for hearing impaired individuals) and the redesign of lighting systems.

District Wide BRITE Project - Enterprise Resource Planning (ERP) - SAP System Implementation Services: The BRITE Project Team will implement the mySAP Business Suite software to replace existing district-wide systems. The mySAP implementation will integrate processes, data, and systems covering human resources, payroll, financials, procurement, maintenance, facilities, and transportation.

Deerfield Beach High School - A Regional Athletic Facility at the existing high school located at 910 SW 15th Street in the City of Deerfield Beach. This project will encompass approximately 5.68 acres. This project will serve some 2,402 students currently attending this high school. It will provide a 9 lane 400 meter Track, Field Event pits, a Concession Stand, Ticket Booth, Storage, and Public Restrooms.

B. Estimated Costs of the Series 2009A-2 Facilities to be Lease Purchased:

The following reflects current expectations of the School Board as to the cost of the Series 2009A-2 Facilities and is subject to change and amendment.

Description	**Cost**
District Wide Roofing Projects/Hurricane Repair	$25,000,000
District Wide ITV Towers	1,000,000
District Wide ADA Improvements	6,000,000
District Wide BRITE Project - Enterprise Resource Planning	6,000,000
District Wide Indoor Air Quality ("IAQ") Projects	5,000,000
District Wide Modular Buildings/Relocatables	5,000,000
District Wide - IAQ, ADA or Roofing Projects	4,400,000
Regional Athletic Facility (Deerfield Beach High School)	1,946,565
Total	$54,346,565.00

EXHIBIT B-1 TO SCHEDULE 2009A-2
SCHEDULE OF BASIC LEASE PAYMENTS RELATED TO OUTSTANDING SERIES 2016B CERTIFICATES (Series 2009A-2 Facilities)

Period Ending	Principal Portion	Coupon	Interest Portion	Lease Payments	Annual Lease Payments	Remaining Principal Balance

EXHIBIT B-2 TO SCHEDULE 2009A-2

SCHEDULE OF BASIC LEASE PAYMENTS RELATED TO SERIES 2026A CERTIFICATES (Series 2009A-2 Facilities)

Period Ending	Principal Portion	Coupon	Interest Portion	Lease Payments	Annual Lease Payments	Remaining Principal Balance

EXHIBIT B

FORM OF SERIES 2026A SUPPLEMENTAL TRUST AGREEMENT

SERIES 2026A SUPPLEMENTAL TRUST AGREEMENT

by and between

BROWARD SCHOOL BOARD LEASING CORP.

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
(successor in interest to U.S. Bank National Association and
First Union National Bank of Florida),
as Trustee

Dated as of April 1, 2026

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THIS SERIES 2026A SUPPLEMENTAL TRUST AGREEMENT, dated as of April 1, 2026 (the "Series 2026A Supplemental Trust Agreement"), supplementing the Master Trust Agreement, dated as of July 1, 1990 (the "Master Trust Agreement" and together with this Series 2026A Supplemental Trust Agreement, the "Series 2026A Trust Agreement"), by and between **BROWARD SCHOOL BOARD LEASING CORP.** (the "Corporation"), a not-for-profit corporation, duly organized and existing under the laws of the State of Florida, as lessor under the within mentioned Master Lease, and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION** (successor in interest to U.S. Bank Trust Company and First Union National Bank of Florida), a national banking association with corporate trust powers qualified to accept trusts of the type set forth in the Series 2026A Trust Agreement, with its designated corporate trust office in Fort Lauderdale, Florida, as trustee (the "Trustee").

W I T N E S S E T H:

WHEREAS, The School Board of Broward County, Florida (the "School Board") has deemed it to be in its best interest to lease-purchase certain real and personal property from time to time and has entered into a Master Lease Purchase Agreement dated as of July 1, 1990, as amended as of May 19, 2020 (the "Master Lease") between the Corporation, as lessor, and the School Board, as lessee; and

WHEREAS, pursuant to the Master Lease, the School Board may from time to time, by execution of a Schedule to the Master Lease, direct the Corporation to acquire, construct and lease-purchase to the School Board the items of real or personal property described in such Schedule (which items of property are collectively referred to herein as "Facilities"); and

WHEREAS, provision for the payment of the cost of acquiring, constructing and installing such Facilities may be made by the issuance and sale from time to time of one or more Series of Certificates of Participation issued under the Master Trust Agreement (the "Certificates"), which shall be secured by and be payable from Basic Lease Payments to be made by the School Board pursuant to the Master Lease and related Schedules; and

WHEREAS, the School Board and the Corporation have entered into (i) a Series 2008A Ground Lease dated as of June 1, 2008, as amended as of October 1, 2008, April 1, 2009 and February 1, 2014 (the "Series 2008A Ground Lease"), and (ii) Schedule 2008A-1 to the Master Lease ("Schedule 2008A-1") dated as of June 1, 2008, as most recently amended and restated as of April 1, 2016 (which Schedule together with the Master Lease is referred to herein as the "Original Series 2008A-1 Lease"), pursuant to which the School Board leased certain real property to the Corporation and subleased from the Corporation such real property and leased the improvements thereon, known respectively as the "Series 2008A-1 Facility Sites" and the "Series 2008A-1 Facilities" (collectively, the "Series 2008 Facilities"); and

WHEREAS, the School Board and the Corporation have entered into (i) a Series 2009A Ground Lease dated as of June 1, 2009, as amended and restated as of July 1, 2011, May 1, 2012 and February 1, 2014 (the "Series 2009A Ground Lease"), and (ii) Schedule 2009A-1 to the Master Lease ("Schedule 2009A-1") dated as of June 1, 2009, as most recently amended and restated as of April 1, 2016 (which Schedule together with the Master Lease is referred to herein as the

"Original Series 2009A-1 Lease"), pursuant to which the School Board leased certain real property to the Corporation and subleased from the Corporation such real property and leased the improvements thereon, known respectively as the "Series 2009A-1 Facility Sites" and the "Series 2009A-1 Facilities;" and (iii) Schedule 2009A-2 to the Master Lease ("Schedule 2009A-2") dated as of June 1, 2009, as most recently amended and restated as of April 1, 2016 (which Schedule together with the Master Lease is referred to herein as the "Original Series 2009A-2 Lease") pursuant to which the School Board leased certain improvements, personal property and educational facilities to the Corporation and subleased from the Corporation such improvements, personal property and educational facilities (the "Series 2009A-2 Facilities" and together with the Series 2009A-1 Facilities, the "Series 2009 Facilities"); and

WHEREAS, to provide funds for the acquisition and construction of the Series 2008 Facilities, Certificates of Participation, Series 2008A (the "Series 2008A Certificates") were issued in the aggregate principal amount of $270,560,000, representing an undivided proportionate interest in the principal portion and interest portion of the Basic Lease Payments to be made by the School Board under the Original Series 2008A-1 Lease, pursuant to the Master Trust Agreement, as supplemented by a Series 2008A Supplemental Trust Agreement dated as of June 1, 2008 between the Corporation and the Trustee; and

WHEREAS, the Corporation assigned substantially all of its interest in the Series 2008A Ground Lease and the Original Series 2008A-1 Lease to the Trustee pursuant to a Series 2008A Assignment Agreement dated as of June 1, 2008; and

WHEREAS, to provide funds for the acquisition and construction of the Series 2009 Facilities, Certificates of Participation, Series 2009A (the "Series 2009A Certificates") were issued in the aggregate principal amount of $20,140,000, representing an undivided proportionate interest in the principal portion and interest portion of the Basic Lease Payments to be made by the School Board under the Original Series 2009A-1 Lease and the Original Series 2009A-2 Lease, pursuant to the Master Trust Agreement, as supplemented by a Series 2009A Supplemental Trust Agreement dated as of June 1, 2009, between the Corporation and the Trustee; and

WHEREAS, the Corporation assigned substantially all of its interest in the Series 2009A Ground Lease, the Original Series 2009A-1 Lease and the Original Series 2009A-2 Lease to the Trustee pursuant to a Series 2009A Assignment Agreement dated as of June 1, 2009; and

WHEREAS, as a result of a decline in interest rates, the School Board refinanced a portion of its obligations under the Original Series 2008A-1 Lease by amending and restating Schedule 2008A-1 and issuing Certificates of Participation, Series 2016A (the "Series 2016A Certificates") in an aggregate principal amount of $198,205,000 pursuant to the Master Trust Agreement, as supplemented by a Series 2016A Supplemental Trust Agreement dated as of April 1, 2016, a portion of which was allocable to the refunding of a portion of the Series 2008A Certificates and in connection therewith restructured its obligations under the Original Series 2008A-1 Lease by amending and restating the Original Series 2008A-1 Lease; and

WHEREAS, as a result of a decline in interest rates, the School Board refinanced a portion of its obligations under each of (i) the Original Series 2009A-1 Lease by amending and restating Schedule 2009A-1 and (ii) the Series 2009A-2 Lease by amended and restating Schedule 2009A-2 and issuing Certificates of Participation, Series 2016B (the "Series 2016B Certificates") in an aggregate principal amount of $18,735,000 pursuant to the Master Trust Agreement, as supplemented by a Series 2016B Supplemental Trust Agreement dated as of April 1, 2016, a portion of which was allocable to the refunding of a portion of the Series 2009A Certificates, and in connection therewith restructured its obligations under the Original Series 2009A-1 Lease and the Original Series 2009A-2 Lease by amending and restating the Original Series 2009A-1 Lease and the Original Series 2009A-2 Lease; and

WHEREAS, the School Board has determined that it is in the best interest of the District to refinance a portion of its obligations under the Original Series 2008A-1 Lease, the Original Series 2009A-1 Lease and the Original Series 2009A-2 Lease and to current refund up to $110,375,000 of the Series 2016A Certificates (the "Refunded Series 2016A Certificates") and up to $6,880,000 of the Series 2016B Certificates (the "Refunded Series 2016B Certificates" and, together with the Refunded Series 2016A Certificates, the "Refunded Certificates") through the further amendment and restatement of Schedule 2008A-1 ("Amended and Restated Schedule 2008A-1", and together with the Master Lease, collectively, the "Series 2008A-1 Lease"), Schedule 2009A-1 ("Amended and Restated Schedule 2009A-1", and together with the Master Lease, collectively, the "Series 2009A-1 Lease") and Schedule 2009A-2 ("Amended and Restated Schedule 2009A-2", and together with the Master Lease, collectively, the "Series 2009A-2 Lease"), and the issuance, pursuant to a Series 2026A Supplemental Trust Agreement, between the Corporation and the Trustee (the "Series 2026A Supplemental Trust Agreement"), of refunding Certificates of Participation, Series 2026A, in an aggregate principal amount not to exceed $125,000,000 (the "Series 2026A Certificates"), representing undivided proportionate interests of the owners thereof in Basic Lease Payments to be made by the School Board pursuant to:

(i) the Series 2008A-1 Lease equally and ratably with the portion of the unrefunded Series 2016A Certificates, if any, allocable to the Series 2008A-1 Lease;

(ii) the Series 2009A-1 Lease equally and ratably with the portion of the unrefunded Series 2016B Certificates and the Series 2017B Certificates, if any, allocable to the Series 2009A-1 Lease; and

(iii) the Series 2009A-2 Lease equally and ratably with the portion of the unrefunded Series 2016B Certificates and the Series 2017B Certificates, if any, allocable to the Series 2009A-2 Lease.

WHEREAS, a portion of the proceeds of the Series 2026A Certificates, together with other legally available moneys, will be deposited with the Trustee, acting as escrow agent (the "Escrow Agent"), under a Series 2026A Escrow Deposit Agreement to be dated as of the date of issuance of the Series 2026A Certificates (the "Escrow Deposit Agreement"), by and between the School Board and the Escrow Agent, and invested, if deemed appropriate upon advice by the Financial Advisor, in Government Obligations (as defined therein) until used to pay or to prepay the basic

lease payments and additional lease payments due and to become due represented by the Refunded Certificates on their respective prepayment dates at a prepayment price of 100%; and

WHEREAS, the Trustee has received an order from an Authorized Corporation Representative relating to the issuance of the Series 2026A Certificates; and

WHEREAS, the Series 2026A Certificates shall be secured in the manner provided in the Master Trust Agreement and shall have the terms and provisions contained in this Series 2026A Supplemental Trust Agreement; and

WHEREAS, all things necessary to make the Series 2026A Certificates, when executed by the Trustee and issued as provided herein and in the Master Trust Agreement, the valid, binding and legal obligations according to the terms thereof, have been done and performed, and the creation, execution and delivery of this Series 2026A Supplemental Trust Agreement, and the creation, execution and issuance of the Series 2026A Certificates subject to the terms thereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS SERIES 2026A SUPPLEMENTAL TRUST AGREEMENT WITNESSETH:

ARTICLE I

DEFINITIONS

SECTION 101. DEFINITIONS. Words and terms that are defined in the Master Trust Agreement shall have the same meanings ascribed to them when used herein, unless the context or use indicates a different meaning or intent. In addition to the words and terms defined in the Master Trust Agreement or elsewhere defined in this Series 2026A Supplemental Trust Agreement, the following words and terms as used herein with respect to the Series 2026A Certificates shall have the following meaning unless the context or use indicates another or different meaning or intent:

"Amended and Restated Schedule 2008A-1" shall mean that certain Schedule 2008A-1 to the Master Lease dated as of June 1, 2008, as amended and restated as of October 1, 2008, April 1, 2009, June 1, 2009, June 1, 2011, February 1, 2014, April 1, 2016 and April 1, 2026, by and among the School Board, the Corporation and the Trustee as assignee of the Corporation.

"Amended and Restated Schedule 2009A-1" shall mean that certain Schedule 2009A-1 to the Master Lease dated as of June 1, 2009, as amended and restated as of June 1, 2011, May 1, 2012, February 1, 2014, August 1, 2015, April 1, 2016 and April 1, 2026, by and among the School Board, the Corporation and the Trustee as assignee of the Corporation.

"Amended and Restated Schedule 2009A-2" shall mean that certain Schedule 2009A-2 to the Master Lease dated as of June 1, 2009, as amended and restated as of June 1, 2011, August

1, 2015, April 1, 2016 and April 1, 2026, by and among the School Board, the Corporation and the Trustee as assignee of the Corporation.

"Business Day" shall mean a day other than (a) a Saturday, Sunday or day on which banks in the State of New York or banks located in each of the cities in which the designated corporate trust office of the Trustee is located are required or authorized by law or executive order to close for business, and (b) a day on which the New York Stock Exchange is closed.

"Closing Date" shall mean _____ __, 2026, the date of delivery of the Series 2026A Certificates to the respective Series 2026A Underwriters against payment therefor.

"Disclosure Agreement" shall mean that certain Disclosure Dissemination Agent Agreement, dated the Closing Date, by and between the School Board and Digital Assurance Certification LLC, executed and delivered in connection with the issuance of the Series 2026A Certificates.

["Insurer" means Assured Guaranty Inc., a Maryland insurance company, as the issuer of the Municipal Bond Insurance Policy, or any successor thereto or assignee thereof. The Insurer shall constitute as a Credit Facility Issuer, Credit Enhancer and Insurer for all purposes of the Series 2026A Trust Agreement and the other Related Documents.]

"**Interest Payment Date"** shall mean (a) each January 1 and July 1, commencing July 1, 2026, (b) with respect to any Series 2026A Certificates which are to be prepaid, any date on which such prepayment is made, and (c) the applicable Maturity Date.

"Maturity Date" shall mean each of the dates set forth as such in Section 201(b).

["Municipal Bond Insurance Policy" or **"Insurance Policy"** or **"Policy"** means the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal and interest on the Series 2026A Certificates when due. The Municipal Bond Insurance Policy shall be deemed to be a Credit Facility for purposes of the Series 2026A Trust Agreement.]

"Participating Underwriter" shall mean any of the original underwriters of the Series 2026A Certificates required to comply with the Rule in connection with the offering of the Series 2026A Certificates.

"**Record Date**" shall mean the fifteenth (15^{th}) calendar day, whether or not a Business Day, of the month preceding an Interest Payment Date.

"Refunded Certificates" shall mean, collectively, the Refunded Series 2016A Certificates and the Refunded Series 2016B Certificates.

"Related Documents" means the Master Trust Agreement, the Master Lease, the Series 2008A-1 Lease, the Series 2009A-1 Lease, the Series 2009A-2, the Series 2008A Assignment Agreement, the Series 2009A Assignment Agreement, the Series 2008A Ground Lease, the Series 2009A Ground Lease, as all such documents are amended and supplemented.

"Rule" shall mean Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

"Series 2008A-1 Lease" shall mean the Master Lease as supplemented by Amended and Restated Schedule 2008A-1.

"Series 2009A-1 Lease" shall mean the Master Lease as supplemented by Amended and Restated Schedule 2009A-1.

"Series 2009A-2 Lease" shall mean the Master Lease as supplemented by Amended and Restated Schedule 2009A-2.

"Series 2026A Certificates" shall mean the $_____ Certificates of Participation, Series 2026A Evidencing Undivided Proportionate Interests of the Owners thereof in Basic Lease Payments to be made by The School Board of Broward County, Florida, as Lessee, pursuant to a Master Lease Purchase Agreement with Broward School Board Leasing Corp., as Lessor.

"Series 2026A Cost of Issuance Subaccount" shall mean the Series 2026A Cost of Issuance Subaccount within the Project Fund established in Section 401 hereof.

"**Series 2026A Interest**" means the interest portion of Basic Lease Payments represented by the Series 2026A Certificates.

"**Series 2026A Principal**" means the principal portion of Basic Lease Payments represented by the Series 2026A Certificates.

"Series 2026A Underwriters" means J.P. Morgan Securities LLC, BofA Securities, Inc. and Raymond James & Associates, Inc.

ARTICLE II

THE SERIES 2026A CERTIFICATES

SECTION 201. AUTHORIZATION OF SERIES 2026A CERTIFICATES.

(a) There is hereby created a Series of Certificates to be issued under the Series 2026A Trust Agreement to be known as "Certificates of Participation, Series 2026A, Evidencing Undivided Proportionate Interests of the Owners thereof in Basic Lease Payments to be made by The School Board of Broward County, Florida, as Lessee, pursuant to a Master Lease Purchase Agreement with Broward School Board Leasing Corp., as Lessor". The Series 2026A Certificates shall be issued for the purpose of (i) providing for the payment of the principal and interest portions of Basic Lease Payments represented by the Refunded Certificates and (ii) paying Costs of Issuance of the Series 2026A Certificates.

(b) The Series 2026A Certificates shall be dated as of the Closing Date and shall also show the date of authentication thereof. The Series 2026A Interest shall be payable from the

Interest Payment Date next preceding the date of execution and delivery to which payment has been made or provided for, unless a Series 2026A Certificate is issued prior to [_____ 1, 2026], in which case the Series 2026A Certificate shall represent the right to receive interest from the Closing Date. The Series 2026A Certificates shall initially be issued in the aggregate principal amount of $_____, shall mature on July 1 in the years and in the principal amount set forth below, and shall represent the right to receive interest at the annual rate, calculated on the basis of a 360-day year comprised of twelve 30-day months, set forth opposite such date and amount.

Year (July 1)	**Principal Amount**	**Interest Rate**

(c) The Series 2026A Principal due at maturity or upon prepayment thereof, whichever is earlier, shall represent undivided proportionate interests in the principal portion of the Basic Lease Payments due on each of the Lease Payment Dates set forth on Amended and Restated Schedule 2008A-1 equally and ratably with the Outstanding Series 2016A Certificates allocable to the Series 2008A-1 Lease, Amended and Restated Schedule 2009A-1 equally and ratably with the Outstanding Series 2016B Certificates and Series 2017B Certificates allocable to the Series 2009A-1 Lease and Amended and Restated Schedule 2009A-2 equally and ratably with the Outstanding Series 2016B Certificates and Series 2017B Certificates allocable to the Series 2009A-2 Lease.

(d) The Series 2026A Interest shall be payable on each Interest Payment Date as set forth herein. Said interest shall represent an undivided proportionate interest in the interest portion of Basic Lease Payments due on each Lease Payment Date as set forth on Amended and Restated Schedule 2008A-1 equally and ratably with the Outstanding Series 2016A Certificates allocable to the Series 2008A-1 Lease, Amended and Restated Schedule 2009A-1 equally and ratably with the Outstanding Series 2016B Certificates and Series 2017B Certificates allocable to the Series 2009A-1 Lease and Amended and Restated Schedule 2009A-2 equally and ratably with the Outstanding Series 2016B Certificates and Series 2017B Certificates allocable to the Series 2009A-2 Lease to the maturity or earlier prepayment date of each Series 2026A Certificate.

(e) The Series 2026A Certificates shall be delivered in registered form in denominations of $5,000 or any integral multiple of $5,000. Unless the Corporation shall otherwise direct, the Series 2026A Certificates shall be lettered and numbered in such manner as the Trustee shall deem adequate and appropriate. Subject to the provisions of the Series 2026A

Supplemental Trust Agreement, the Series 2026A Certificates shall be substantially in the form set forth in Exhibit A of the Master Trust Agreement.

(f) The Series 2026A Principal or Prepayment Price of the Series 2026A Certificates shall be payable at the designated corporate trust office of the Trustee. Except as otherwise provided in connection with the maintenance of a book-entry only system of registration of the Series 2026A Certificates, the Series 2026A Interest shall be payable by check or draft of the Trustee mailed to the Series 2026A Certificate holder at the address of such Series 2026A Certificate holder shown on the registration records maintained by the Trustee as of the Record Date next preceding the Interest Payment Date. Such Series 2026A Interest may be paid by wire transfer within the United States to the registered owners of $1,000,000 or more in aggregate principal amount of Series 2026A Certificates upon their request in writing received no later than the Record Date next preceding any Interest Payment Date. The Trustee may charge the Series 2026A Certificate holder a reasonable fee for the cost of the wire transfer.

(g) So long as there shall be maintained a book-entry only system with respect to the Series 2026A Certificates, the following provisions shall apply:

The Series 2026A Certificates shall initially be issued in the name of Cede & Co. as nominee for The Depository Trust Company ("DTC"), which will act initially as securities depository for the Series 2026A Certificates and so long as the Series 2026A Certificates are held in book-entry only form, Cede & Co. shall be considered the registered owner for all purposes hereof. On original issue, the Series 2026A Certificates shall be deposited with DTC, which shall be responsible for maintaining a book-entry only system for recording the ownership interest of its participants ("Direct Participants") and other institutions that clear through or maintain a custodial relationship with Direct Participants, either directly or indirectly ("Indirect Participants"). The Direct Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2026A Certificates ("Beneficial Owners").

The principal and interest portions of Basic Lease Payments represented by the Series 2026A Certificates shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to Direct Participants shall be the responsibility of DTC. Payments by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners, shall be the responsibility of Direct Participants and Indirect Participants and not of DTC, the Trustee, the Corporation or the School Board.

The Series 2026A Certificates shall initially be issued in the form of one fully registered Series 2026A Certificate for each maturity (and for each interest rate within a maturity) and shall be held in such form until maturity. Individuals may purchase beneficial interests in the amount of $5,000 or integral multiples thereof in book-entry only form, without certificated Series 2026A Certificates, through Direct Participants and Indirect Participants.

DURING THE PERIOD FOR WHICH CEDE & CO. IS REGISTERED OWNER OF THE SERIES 2026A CERTIFICATES, ANY NOTICE TO BE PROVIDED TO ANY REGISTERED

OWNER WILL BE PROVIDED TO CEDE & CO. DTC SHALL BE RESPONSIBLE FOR NOTICE TO DIRECT PARTICIPANTS AND DIRECT PARTICIPANTS SHALL BE RESPONSIBLE FOR NOTICE TO INDIRECT PARTICIPANTS, AND DIRECT PARTICIPANTS AND INDIRECT PARTICIPANTS SHALL BE RESPONSIBLE FOR NOTICE TO INDIVIDUAL PURCHASERS OF BENEFICIAL INTERESTS.

The School Board and the Trustee have entered into a Blanket Issuer Letter of Representations with DTC providing for such book-entry only system. Such agreement may be terminated at any time by either DTC or the School Board. In the event of such termination, the School Board shall select another securities depository. If the School Board does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Series 2026A Certificates in the form of fully registered Series 2026A Certificates in denominations of $5,000 or integral multiples thereof, in accordance with instructions from Cede & Co.

SECTION 202. ISSUANCE OF SERIES 2026A CERTIFICATES. The Series 2026A Certificates shall be issued upon delivery to the Trustee of the documents referred to in Section 304 of the Master Trust Agreement and the payment of the purchase price therefor, and upon delivery of the following additional documents.

i) The Escrow Deposit Agreement providing for the payment of the Basic Lease Payments represented by, and the prepayment price on the applicable prepayment date of, the Refunded Certificates; and

ii) A report by a firm of independent certified public accountants acceptable to the Trustee as to the adequacy of the Defeasance Securities and cash, if any, deposited with the Trustee as Escrow Agent for payment of the Basic Lease Payments represented by, and the prepayment price of, the Refunded Certificates.

ARTICLE III

PREPAYMENTS

SECTION 301. EXTRAORDINARY PREPAYMENT.

The Series 2026A Principal shall be subject to prepayment in the event the Series 2008A-1 Lease, the Series 2009A-1 Lease and the Series 2009A-2 Lease terminate prior to payment in full of all of the Basic Lease Payments due thereunder, to the extent the Trustee has moneys available for such purpose pursuant to the Series 2026A Trust Agreement and the Series 2008A-1 Lease, the Series 2009A-1 Lease and the Series 2009A-2 Lease to the extent and subject to the limitations provided in the Series 2026A Trust Agreement and the Series 2008A-1 Lease, the Series 2009A-1 Lease and the Series 2009A-2 Lease.

SECTION 302. NO OPTIONAL PREPAYMENT OF SERIES 2026A CERTIFICATES.

The Series 2026A Certificates are not subject to prepayment at the option of the School Board.

ARTICLE IV

ESTABLISHMENT OF ACCOUNTS; APPLICATION OF SERIES 2026A CERTIFICATE PROCEEDS

SECTION 401. ESTABLISHMENT OF ACCOUNTS.

(a) There is hereby established within the Project Fund the Series 2026A Cost of Issuance Subaccount therein, more particularly described in Section 402 of the Master Trust Agreement.

(b) (i) There is hereby established within the Project Fund the Series 2008A Lease Payment Account and the Series 2008A Prepayment Account, as more particularly described in Sections 403 and 405, respectively, of the Master Trust Agreement.

(ii) There is hereby established within the Project Fund the Series 2009A Lease Payment Account and the Series 2009A Prepayment Account, as more particularly described in Sections 403 and 405, respectively, of the Master Trust Agreement.

(c) The moneys on deposit in the Accounts and Subaccounts described herein shall be disbursed by the Trustee in the manner and for the purposes described in the Series 2026A Trust Agreement.

(i) Moneys in the Series 2008A Lease Payment Account shall be paid in accordance with Section 403 of the Master Trust Agreement to the holders of the Series 2026A Certificates equally and ratably with the Outstanding Series 2016A Certificates allocable to the Series 2008A-1 Lease. Moneys in the Series 2008A Prepayment Account shall be paid in accordance with Section 405 of the Master Trust Agreement to the holders of the Series 2026A Certificates equally and ratably with the Outstanding Series 2016A Certificates allocable to the Series 2008A-1 Lease.

(ii) Moneys in the Series 2009A Lease Payment Account shall be paid in accordance with Section 403 of the Master Trust Agreement to the holders of the Series 2026A Certificates equally and ratably with the Outstanding Series 2016B Certificates and Series 2017B Certificates allocable to the Series 2009A-1 Lease and the Series 2009A-2 Lease. Moneys in the Series 2009A Prepayment Account shall be paid in accordance with Section 405 of the Master Trust Agreement to the holders of the Series 2026A Certificates equally and ratably with the Outstanding Series 2016B Certificates allocable to the Series 2009A-1 Lease and the Series 2009A-2 Lease.

SECTION 402. APPLICATION OF PROCEEDS OF SERIES 2026A CERTIFICATES. From the $_____ of proceeds of the Series 2026A Certificates, the

Escrow Agent shall deposit (i) into the Series 2016A Escrow Deposit Fund established under the Escrow Deposit Agreement the amount of $_____ to pay the prepayment price of the Series 2016A Certificates, (ii) into the Series 2016B Escrow Deposit Fund established under the Escrow Deposit Agreement the amount of $_____ to pay the prepayment price of the Series 2016B Certificates and (iii) into the Series 2026A Cost of Issuance Subaccount the amount of $_____ to pay costs of issuance. [Separately, $_____ shall be wired directly to the Insurer by the Underwriters in order to pay the Municipal Bond Insurance Policy premium in the amount of $_____ and $_____ to pay the S&P Global Ratings ("S&P") insured rating fee.]

ARTICLE V

[PROVISIONS REGARDING MUNICIPAL BOND INSURANCE POLICY]

SECTION 501. PROVISIONS REGARDING MUNICIPAL BOND INSURANCE POLICY; ADDITIONAL OBLIGATIONS OF THE SCHOOL BOARD. The following provisions relating to the Series 2026A Certificates shall apply so long as the Municipal Bond Insurance Policy is in full force and effect notwithstanding anything in the Related Documents to the contrary:

(a) The Insurer shall be deemed to be the sole Owner of the Series 2026A Certificates for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Series 2026A Certificates are entitled to take pursuant to the Series 2026A Trust Agreement pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Trustee. In furtherance thereof and as a term of the Series 2026A Trust Agreement and each Series 2026A Certificate, each Owner of the Series 2026A Certificates appoints the Insurer as its agent and attorney-in-fact with respect to the Series 2026A Certificates and agrees that the Insurer may at any time during the continuation of any proceeding by or against the School Board under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, each Owner of the Series 2026A Certificates delegates and assigns to the Insurer, to the fullest extent permitted by law, the rights of each Owner of the Series 2026A Certificates in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. The Trustee acknowledges such appointment, delegation and assignment by each Owner of the Series 2026A Certificates for the Insurer's benefit, and agrees to cooperate with the Insurer in taking any action reasonably necessary or appropriate in connection with such appointment, delegation and assignment. Remedies granted to the Owners shall expressly include mandamus.

(b) No grace period for a covenant default shall exceed thirty (30) days or be extended

for more than sixty (60) days, without the prior written consent of the Insurer. No grace period shall be permitted for payment defaults.

(c) The Insurer is a third-party beneficiary of the Series 2026A Trust Agreement and the other Related Documents.

(d) Upon the occurrence of an extraordinary optional, special or extraordinary mandatory redemption in part, the selection of Series 2026A Certificates to be redeemed shall be subject to the approval of the Insurer. The exercise of any provision of the Series 2026A Trust Agreement which permits the purchase of Series 2026A Certificates in lieu of redemption shall require the prior written approval of the Insurer if any Series 2026A Certificate so purchased is not cancelled upon purchase.

(e) Notwithstanding anything to the contrary in any Related Document, any amendment, supplement, modification to, or waiver of any provision of, the Series 2008A-1 Lease, the Series 2009A-1 Lease, the Series 2009A-2 Lease, the Series 2008A Ground Lease and the Series 2009A Ground Lease, or any other Related Document shall be subject to the prior written consent of the Insurer, including, without limitation, any amendment, supplement, modification to or waiver intended to provide for a release or substitution of all or a portion of the Series 2008A-1 Facilities, the Series 2009A-1 Facilities, the Series 2009A-2 Facilities or the Series 2008A-1 Facility Sites, the Series 2009A-1 Facility Sites or the Series 2009A-2 Facility Sites.

(f) Any amendment, supplement, modification to, or waiver of, the Series 2026A Trust Agreement or any other Related Document shall be subject to the prior written consent of the Insurer.

(g) The rights granted to the Insurer under the Series 2026A Trust Agreement or any other Related Document to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Owners and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Owners or any other person is required in addition to the consent of the Insurer.

(h) Only (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Insurer, pre-refunded municipal obligations rated in the then highest rating category by S&P and Moody's for such obligations, or (5) subject to the prior written consent of the Insurer, any other type of security or obligation which S&P and Moody's have determined to be permitted defeasance securities, shall be used to effect defeasance of the Series 2026A Certificates unless the Insurer otherwise approves.

To accomplish defeasance of the Series 2026A Certificates, the School Board shall cause to be delivered to the Insurer (i) other than with respect to a current refunding that is gross funded,

a report of either a nationally-recognized verification agent or a firm of independent, nationally-recognized certified public accountants as shall be acceptable to the Insurer verifying the sufficiency of the escrow established to pay the Series 2026A Certificates in full on the maturity or redemption date ("Verification"), (ii) an escrow deposit agreement or other irrevocable written instructions (which shall be acceptable in form and substance to the Insurer), (iii) an opinion of nationally-recognized bond counsel to the effect that the Series 2026A Certificates are no longer "Outstanding" under the Series 2026A Trust Agreement and (iv) a certificate of discharge of the Trustee with respect to the Series 2026A Certificates; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the School Board, the Trustee and the Insurer. The Insurer shall be provided with final drafts of the above-referenced documentation not less than five (5) Business Days prior to the funding of the escrow. The Series 2026A Certificates shall be deemed "Outstanding" under the Series 2026A Trust Agreement unless and until they are in fact paid and retired or the above criteria are met.

(i) Amounts paid by the Insurer under the Insurance Policy shall not be deemed paid for purposes of the Series 2026A Trust Agreement and the Series 2026A Certificates relating to such payments shall remain Outstanding and continue to be due and owing until paid in accordance with the Series 2026A Trust Agreement. The Series 2026A Trust Agreement shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

(j) The Corporation and the School Board, as applicable, covenant and agree to take such action (including, as applicable, filing of UCC financing statements and continuations thereof) as is necessary from time to time to preserve the priority of the pledge of the Trust Estate, including all Lease Payments under applicable law.

(k) Claims Upon the Insurance Policy and Payments by and to the Insurer.

If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Trustee, after making all transfers and deposits required under the Series 2026A Trust Agreement, moneys sufficient to pay the principal of and interest on the Series 2026A Certificates due on such Payment Date, the Trustee shall give notice to the Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Series 2026A Certificates due on such Payment Date, the Trustee shall make a claim under the Insurance Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Series 2026A Certificates and the amount required to pay principal of the Series 2026A Certificates, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

The Trustee shall designate any portion of payment of principal on Series 2026A Certificates paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Series

2026A Certificates registered to the then current Owner of the Series 2026A Certificates, whether DTC or its nominee or otherwise, and shall issue a replacement Series 2026A Certificate to the Insurer, registered in the name of Assured Guaranty Inc., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Series 2026A Certificate shall have no effect on the amount of principal or interest payable on any Series 2026A Certificate or the subrogation rights of the Insurer.

The Trustee shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Series 2026A Certificate. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

Upon payment of a claim under the Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of Owners of the Series 2026A Certificates referred to herein as the "Policy Payments Account" and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Insurance Policy in trust on behalf of Owners of the Series 2026A Certificates and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Owners of the Series 2026A Certificates in the same manner as principal and interest payments are to be made with respect to the Series 2026A Certificates under the sections of the Series 2026A Trust Agreement regarding payment of Series 2026A Certificates. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything in the Series 2026A Trust Agreement to the contrary, the Corporation and/or the School Board, as applicable, agree to pay to the Insurer, solely from the Trust Estate, including all Lease Payments (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy (the "Insurer Advances"); and (ii) as an Additional Lease Payment, interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Series 2026A Certificates and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Corporation and the School Board hereby covenant and agree that the (i) Insurer Advances are secured by a lien on and pledge of the Trust Estate and payable from such Trust Estate on a parity with debt service due on the Series 2026A Certificates and (ii) interest on the Insurer Advances are payable from Additional Lease Payments.

Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. The Trustee shall notify the Insurer of any funds remaining in the Policy Payments Account after the Trustee has made the

payments for which a claim was made to the Owners of the Series 2026A Certificates and shall, at the written direction of the Insurer, promptly remit such funds remaining to the Insurer.

(l) The Insurer shall, to the extent it makes any payment of principal of or interest on the Series 2026A Certificates, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the Corporation and the School Board to the Insurer under the Related Documents shall survive discharge or termination of such Related Documents.

(m) After payment of reasonable expenses of the Trustee, the application of funds realized upon default shall be applied to the payment of expenses of the School Board or rebate only after the payment of past due and current debt service on the Series 2026A Certificates.

(n) The Insurer shall be entitled to pay principal or interest on the Series 2026A Certificates that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Insurance Policy) and any amounts due on the Series 2026A Certificates as a result of acceleration of the maturity thereof, whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Insurance Policy) or a claim upon the Insurance Policy.

(o) Notices to the Insurer shall be sent to the following address (or such other address as the Insurer may designate in writing):

[Assured Guaranty Inc.
1633 Broadway
New York, NY 10019
Attention: Managing Director – Municipal Surveillance
Re: Policy No. _____
Telephone: (212) 974-0100
Email:munidisclosure@agltd.com]

In each case in which the notice or other communication refers to a claim on the Insurance Policy or an Event of Default under the Series 2026A Trust Agreement, such notice or other communication shall be marked "URGENT MATERIAL ENCLOSED" and a copy shall also be sent to the attention of the General Counsel at the above address and at generalcounsel@agltd.com.

(p) The Insurer shall be provided with the following information by the Trustee:

(i) Notice of any default or Event of Default under the Series 2026A Trust Agreement or the Series 2008A-1 Lease, or the Series 2009A-1 Lease or the Series 2009A-2 Lease known to the Trustee or the School Board within five (5) Business Days after knowledge thereof;

(ii) Prior notice of the advance refunding or redemption of any of the Series 2026A Certificates, including the principal amount, maturities and CUSIP numbers

thereof;

(iii) Notice of the resignation or removal of the Trustee and Series 2026A Certificate Registrar and the appointment of, and acceptance of duties by, any successor thereto;

(iv) Notice of the commencement of any Insolvency Proceeding (as defined in subsection (a) above);

(v) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Series 2026A Certificates; and

(vi) All reports, notices and correspondence to be delivered to Owners under the terms of the Related Documents.

(q) The Insurer shall have the right to receive such additional information as it may reasonably request.

(r) The Trustee shall notify the Insurer of any known failure of the School Board to provide notices, certificates and other information under the Related Documents that are required to be delivered to the Owners of the Series 2026A Certificates.

(s) Notwithstanding satisfaction of the other conditions to the issuance of Additional Certificates set forth in the Series 2026A Trust Agreement, no such issuance may occur if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured upon such issuance, unless otherwise permitted by the Insurer.

(t) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Series 2026A Trust Agreement would adversely affect the security for the Series 2026A Certificates or the rights of the Owners, the effect of any such amendment, consent, waiver, action or inaction shall be considered as if there were no Insurance Policy.

(u) No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the Series 2026A Certificates may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.

ARTICLE VI

MISCELLANEOUS PROVISIONS RELATING TO SERIES 2026A CERTIFICATES

SECTION 601. CONTINUING DISCLOSURE. Pursuant to the Series 2008A-1 Lease, the Series 2009A-1 Lease and the Series 2009A-2 Lease, the School Board has undertaken all responsibility for compliance with continuing disclosure requirements, and the Corporation shall have no liability to the owners of the Series 2026A Certificates or any other person with respect to the Rule. Notwithstanding any other provision of the Series 2026A Trust Agreement, failure of the School Board to comply with the Disclosure Agreement shall not be considered an

Event of Default; the Trustee may (and, at the request of any Participating Underwriter or the Holders of at least 25% aggregate principal amount of Outstanding Series 2026A Certificates, shall) or any owner of the Series 2026A Certificates or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the School Board to comply with its obligations under the Series 2008A-1 Lease, the Series 2009A-1 Lease and the Series 2009A-2 Lease. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2026A Certificates (including persons holding Series 2026A Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2026A Certificates for federal income tax purposes.

SECTION 602. PROVISIONS OF MASTER TRUST AGREEMENT NOT OTHERWISE MODIFIED. Except as expressly modified or amended hereby, the Master Trust Agreement shall remain in full force and effect. To the extent of any conflict between the terms of the Master Trust Agreement and this Series 2026A Supplemental Trust Agreement, the terms hereof shall control.

SECTION 603. COUNTERPARTS. This Series 2026A Supplemental Trust Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 604. HEADINGS. Any heading preceding the text of the several Articles hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Series 2026A Supplemental Trust Agreement, nor shall they affect its meaning, construction or effect.

SECTION 605. LAWS. This Series 2026A Supplemental Trust Agreement shall be construed and governed in accordance with the laws of the State of Florida, without giving effect to principles of conflict of laws.

SECTION 606. NO BROKER CONFIRMATIONS. With respect to the Series 2026A Certificates, the Corporation and the School Board hereby agree that broker confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered by the Trustee.

IN WITNESS WHEREOF, the parties have executed this Series 2026A Supplemental Trust Agreement by their duly authorized officers as of the date and year first written above.

(SEAL)

BROWARD SCHOOL BOARD LEASING CORP.

Attest: _____
Dr. Howard Hepburn
Secretary

By: _____
Sarah Leonardi
President

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Deborah J. Lamb
Assistant Vice President

The School Board of Broward County, Florida hereby consents to the execution of this Series 2026A Supplemental Trust Agreement by the parties hereto and agrees to abide by the terms applicable to it herein.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi
Chair

EXHIBIT C

FORM OF CERTIFICATE PURCHASE CONTRACT

$[PAR AMOUNT]
CERTIFICATES OF PARTICIPATION, SERIES 2026A
Evidencing Undivided Proportionate Interests of the
Owners thereof in Basic Lease Payments to be made by
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
as Lessee, pursuant to a Master Lease Purchase Agreement
with Broward School Board Leasing Corp., as Lessor

CERTIFICATE PURCHASE AGREEMENT

[SALE DATE**]**, 2026

The School Board of Broward County, Florida
600 S.E. Third Avenue, 2nd Floor
Fort Lauderdale, Florida 33301

Broward School Board Leasing Corp.
600 S.E. Third Avenue, 2nd Floor
Fort Lauderdale, Florida 33301

Ladies and Gentlemen:

The undersigned, J.P. Morgan Securities LLC (the "Senior Manager"), being duly authorized, acting on behalf of itself and the other underwriters listed on Exhibit "A" attached hereto (the Senior Manager and such other underwriters being hereinafter collectively referred to as the "Underwriters"), hereby offers to enter into this Certificate Purchase Agreement with the Broward School Board Leasing Corp. (the "Corporation") and The School Board of Broward County, Florida (the "School Board") for the purchase and sale by the Underwriters of the Certificates of Participation, Series 2026A Evidencing Undivided Proportionate Interests of the Owners thereof in Basic Lease Payments to be made by The School Board of Broward County, Florida, as Lessee, pursuant to a Master Lease Purchase Agreement with Broward School Board Leasing Corp., as Lessor (the "Series 2026A Certificates").

Unless otherwise agreed to in writing by the Senior Manager, the School Board and the Corporation, this offer is made subject to acceptance by the Corporation and the School Board prior to **[10:00 a.m.]** (Eastern Daylight Time) on the date hereof. Upon such acceptance, this Certificate Purchase Agreement will be in full force and effect in accordance with its terms and will be binding on the Corporation, the School Board and the Underwriters. If this offer is not so accepted, it is subject to withdrawal by the

Underwriters upon written notice delivered by the Senior Manager to the Corporation and the School Board at any time prior to such acceptance. Capitalized terms used herein that are not normally capitalized, unless otherwise defined, shall have the meanings ascribed to such terms in the Series 2026A Trust Agreement (hereinafter defined). In conformance with the provisions of Section 218.385, *Florida Statutes*, the Underwriters hereby deliver the Disclosure and Truth-in-Bonding Statement attached hereto as Exhibit "B."

1. Purchase and Sale. (a) Upon the terms and conditions and upon the basis of the representations and warranties set forth herein, the Underwriters, jointly and severally, hereby agree to purchase all (but not less than all) of the $**[**PAR AMOUNT**]** aggregate principal amount of the Series 2026A Certificates for a purchase price equal to $_____ (which purchase price is the aggregate principal amount of the Series 2026A Certificates of $**[**PAR AMOUNT**]**.00, **[plus/less a [net] bond premium/ an original issue discount of $_____ and minus an Underwriters' discount of $_____).]** The Series 2026A Certificates are being issued for the purpose of providing funds, together with other legally available funds, sufficient to (i) refund, on a current basis, **[all or a portion]** of the School Board's outstanding Certificates of Participation, Series 2016A and Certificates of the Participation, Series 2016B maturing on and after July 1, 2027 (collectively, the "Refunded Certificates") and thereby refinance a portion of the cost of acquisition, construction and installation of certain educational facilities leased to the School Board and (ii) pay costs of issuance with respect to the Series 2026A Certificates **[including the premium for the Policy (hereinafter defined)]**. The Series 2026A Certificates are being executed and delivered pursuant to and secured by a Master Trust Agreement, dated as of July 1, 1990, as amended (the "Master Trust Agreement"), and as supplemented by the Series 2026A Supplemental Trust Agreement, dated as of **[MONTH]** 1, 2026 (the "Series 2026A Supplemental Trust Agreement," and together with the Master Trust Agreement, the "Series 2026A Trust Agreement"), entered into by and between the Corporation and U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee"). The Series 2026A Certificates will mature on such dates and in such amounts, be subject to prepayment, if any, represent a portion of the interest accruing from the date of the Series 2026A Certificates on Basic Lease Payments at the rates, and have such other terms and provisions as set forth in Exhibit "C" attached hereto.

(b) Pursuant to the applicable provisions of Florida law, and the School Board Resolution, defined below, and to provide for the payment of the Series 2026A Certificates in accordance with the terms of the Series 2026A Trust Agreement, the School Board authorized the execution and delivery of (i) Schedule 2008A-1, as amended and restated as of **[MONTH]** 1, 2026 ("Schedule 2008A-1," and together with the Master Lease, the "Series 2008A-1 Lease"), (ii) Schedule 2009A-1, as amended and restated as of **[MONTH]** 1, 2026 ("Schedule 2009A-1," and together with the Master Lease, the "Series 2009A-1 Lease") and (iii) Schedule 2009A-2, as amended and restated as of

[MONTH] 1, 2026 ("Schedule 2009A-2," and together with the Master Lease, the "Series 2009A-2 Lease," and collectively with the Series 2009A-1 Lease, the "Series 2009A Leases"). The Series 2008A-1 Lease, the Series 2009A-1 Lease and the Series 2009A-2 Lease are collectively referred to herein as the "Transaction Leases."

(c) The educational facilities lease-purchased by the School Board pursuant to the terms of the Transaction Leases are described in the Preliminary Offering Statement and the Offering Statement (each defined herein) and are referred to herein as the "Series 2008A-1 Facilities," "Series 2009A-1 Facilities" and "Series 2009A-2 Facilities," respectively, and collectively as the "Refinanced Facilities." The Series 2008A-1 Facilities and, where applicable, the sites on which they are located are being leased to the Corporation by the School Board pursuant to a Series 2008A Ground Lease, dated as of June 1, 2008, as amended (the "Series 2008A Ground Lease"). The Series 2009A-1 Facilities and, where applicable, the sites on which they are located are being leased to the Corporation by the School Board pursuant to a Series 2009A Ground Lease, dated as of June 1, 2009 (the "Series 2009A Ground Lease," and together with the Series 2008A Ground Lease, the "Transaction Ground Leases").

(d) Pursuant to the Series 2008A Assignment Agreement, dated as of June 1, 2008 (the "Series 2008A Assignment"), between the Corporation and the Trustee, the Corporation has irrevocably assigned to the Trustee for the benefit of the registered owners of the Series 2026A Certificates and any other Certificates evidencing an interest in the Series 2008A-1 Lease substantially all of the Corporation's right, title and interest in and to the Series 2008A Ground Lease and the Series 2008A-1 Lease, including its right to receive Basic Lease Payments and all other amounts due under the Series 2008A-1 Lease. Pursuant to the Series 2009A Assignment Agreement, dated as of June 1, 2009 (the "Series 2009A Assignment," and together with the Series 2008A Assignment, the "Transaction Assignment Agreements"), between the Corporation and the Trustee, the Corporation has irrevocably assigned to the Trustee for the benefit of the registered owners of the Series 2026A Certificates and any other Certificates evidencing an interest in the Series 2009A Leases substantially all of the Corporation's right, title and interest in and to the Series 2009A Ground Lease and the Series 2009A Leases, including its right to receive Basic Lease Payments and all other amounts due under the Series 2009A Leases.

(e) **[The scheduled payment of principal of and interest represented by the Series 2026A Certificates maturing on July 1 in the years 20__ through 20__, inclusive (collectively, the "Insured Series 2026A Certificates"), when due, will be guaranteed under a municipal bond insurance policy (the "Policy") to be issued concurrently with the delivery of the Series 2026A Certificates by _____ (the "Insurer"). The Series 2026A Certificates maturing on July 1 in the years 20__ and 20__ are not insured.]**

2. Good Faith Wire. The Senior Manager, on behalf of the Underwriters, shall deliver to the order of the School Board an amount equal to

$**[_____]** by wire transfer to be received by the School Board no later than 5:00 p.m. Eastern Daylight Time, on the date of execution of this Certificate Purchase Agreement (such wire transfer being hereinafter referred to as the "Good Faith Wire"). If the Good Faith Wire is not received in the amount and at the time set forth in this paragraph, the School Board reserves the right to cancel this Certificate Purchase Agreement. In the event the School Board does not accept this offer or upon the failure of the School Board to deliver the Series 2026A Certificates at the Closing, or if the School Board shall be unable to satisfy the conditions to the obligations of the Underwriters contained in this Certificate Purchase Agreement, the Good Faith Wire shall be immediately returned to the Senior Manager. If the offer is hereby accepted, the School Board agrees to hold the Good Faith Wire until Closing as security for the performance by the Underwriters at the Closing, and the Good Faith Wire shall be applied to the purchase price for the Series 2026A Certificates. Interest on the Good Faith Wire shall accrue solely to the benefit of the School Board and shall not offset the amount due from the Underwriters at Closing or be payable to the Underwriters in the event the Good Faith Wire is returned to the Senior Manager. In the event the Underwriters fail to purchase the Series 2026A Certificates at the Closing, unless such failure is permitted as herein provided, the Good Faith Wire and the interest accrued thereon shall be retained by the School Board as full liquidated damages for such failure and, except as set forth in Section 11 hereof, neither party hereto shall have any further rights against the other hereunder.

3. Offering Statement. (a) The School Board agrees to deliver or cause to be delivered to the Underwriters, at such addresses as the Underwriters specify, as many copies of the Final Offering Statement for the Series 2026A Certificates, dated the date hereof (including the cover page and all appendices, exhibits, reports and statements included therein or attached thereto, and including any supplements or stickers thereto delivered prior to Closing), executed on behalf of the School Board (the "Final Offering Statement") as the Underwriters reasonably request as necessary to comply with paragraph (b)(4) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule") and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"). The School Board agrees to deliver the Final Offering Statement as soon as practicable after the date hereof but in any event within seven (7) business days after the date hereof (and no later than one (1) business day before the Closing), or in such shorter period of time as shall be requested by the Senior Manager to accompany any confirmation that requests payments from any customer and to comply with paragraph (b)(4) of the Rule and with Rule G-32 and all other applicable rules of the MSRB.

(b) In accordance with the Rule and Rule G-32 of the MSRB, the Underwriters agree to file the Final Offering Statement with the MSRB at http://emma.msrb.org, in an electronic format as prescribed by the MSRB, not later than one (1) business day after receipt of the Final Offering Statement from the School Board and, in any event, no later

than the date of the Closing. The Underwriters also agree to maintain such books and records as required by Rule G-8 of the MSRB with respect to the filing of the Final Offering Statement. The School Board hereby agrees and covenants to comply with the Disclosure Dissemination Agent Agreement dated the date of delivery of the Series 2026A Certificates (the "Disclosure Agreement") executed and delivered by the School Board and Digital Assurance Certification LLC, as Disclosure Dissemination Agent under the Disclosure Agreement, in connection with the issuance of the Series 2026A Certificates.

(c) The Senior Manager will give the School Board notice of the date after which no "participating underwriter," as such term is defined in the Rule, remains obligated to deliver Offering Statements pursuant to paragraph (b)(4) of the Rule; provided, however, that unless otherwise notified by the Senior Manager, the School Board shall assume that the "end of the underwriting period," as such term is defined in the Rule, is the date of the Closing and Offering Statements shall be required to be delivered up to 25 days after the date of the Closing.

(d) The School Board has approved and authorized the distribution (in printed and electronic format) of the Preliminary Offering Statement dated **[_____]**, 2026 pertaining to the Series 2026A Certificates (the "Preliminary Offering Statement") and hereby approves and authorizes the execution, delivery and distribution (in printed and electronic format) of the Final Offering Statement (the Final Offering Statement and any amendments or supplements that may be authorized for distribution with respect to the Series 2026A Certificates are herein referred to collectively as the "Offering Statement") in connection with the public offering and sale of the Series 2026A Certificates.

4. Representations and Warranties of the Corporation. The Corporation represents and warrants to and agrees with the Underwriters that:

(a) it is a not-for-profit corporation duly created and validly existing and in good standing under Chapter 617, Florida Statutes and has all necessary licenses and permits to conduct its business as described in the Preliminary Offering Statement and the Offering Statement and to act as lessee and sublessee under the Transaction Ground Leases and as lessor in connection with the lease-purchase by the School Board of the Refinanced Facilities;

(b) with respect to the Corporation, the Preliminary Offering Statement, as of its date, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or which is necessary to make the statements and information therein, in light of the circumstances under which they were made, not misleading in any material respect;

(c) both at the time of its acceptance hereof and at all times during the period from the date hereof up to and including a date which is the later of (i) receipt of notice

from the Senior Manager pursuant to Section 3(c) hereof that the Offering Statement is no longer required to be delivered under the Rule or (ii) 90 days after the date of the Closing (or 25 days after the date of the Closing if the Final Offering Statement is filed with the MSRB in electronic format at or prior to Closing), the statements and information contained in the Offering Statement with respect to the Corporation are and are expected to be, to the best of its knowledge after due inquiry, true, correct and complete in all material respects and the Offering Statement, to the knowledge of the Corporation after due inquiry, does not as of the date of acceptance hereof and is not expected to, at any time during the period from the date hereof up to and including the later of (i) receipt of notice from the Senior Manager pursuant to Section 3(c) hereof that the Offering Statement is no longer required to be delivered under the Rule or (ii) 90 days after the date of the Closing (or 25 days after the date of the Closing if the Final Offering Statement is filed with the MSRB in electronic format at or prior to Closing), contain any untrue statement of a material fact or omit to state a material fact required to be stated therein necessary to make the statements and information therein, in light of the circumstances under which they were made, not misleading in any material respect;

(d) if the Final Offering Statement is supplemented or amended pursuant to Section 10 hereof, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to Section 10 hereof) at all times during the period from the date of such supplement or amendment to and including a date which is the later of (i) receipt of notice from the Senior Manager pursuant to Section 3(c) hereof that the Offering Statement is no longer required to be delivered under the Rule or (ii) 90 days after the date of the Closing (or 25 days after the date of the Closing if the Final Offering Statement is filed with the MSRB in electronic format at or prior to Closing), the Offering Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit any statement or information necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

(e) the Corporation will cooperate with the Underwriters and their counsel, and use its best efforts to cause the School Board to cooperate with the Underwriters and their counsel, in taking all necessary action to qualify the Series 2026A Certificates for offer and sale under the securities or "blue sky" laws of such jurisdictions as the Underwriters may reasonably request; provided however that neither the Corporation nor the School Board will be required to execute a special or general consent to service of process, pay any fee or qualify as a foreign corporation in connection with such qualification;

(f) the execution and delivery by the Corporation of this Certificate Purchase Agreement, the Series 2026A Trust Agreement, the Transaction Ground Leases, the Transaction Assignment Agreements and the Transaction Leases were duly approved by the Corporation's Board of Directors by Resolution No. **[_____]** adopted on

[_____], 2026 (the "Corporation Resolution"), in complete conformity with the Articles of Incorporation and the By-Laws of the Corporation and Florida law;

(g) the approval, execution and delivery of this Certificate Purchase Agreement, the Series 2026A Trust Agreement, the Transaction Ground Leases, the Transaction Assignment Agreements and the Transaction Leases, adoption of the Corporation Resolution and compliance with the provisions thereof and hereof, under the circumstances contemplated thereby and hereby, do not and will not conflict with, constitute a breach of or default under, or result in the creation of a lien on any property of the Corporation (except as contemplated therein) pursuant to applicable law or any indenture, bond resolution, deed of trust, mortgage, agreement or other instrument to which the Corporation is a party, except as described in the Preliminary Offering Statement and the Offering Statement, or conflict with or violate any applicable law, administrative rule, regulation, judgment, court order or consent decree to which the Corporation is subject which in any such event would have a material adverse effect on the issuance of the Series 2026A Certificates or any of the transactions contemplated thereby;

(h) except as disclosed in the Preliminary Offering Statement and the Offering Statement, there is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, or public board or body, pending or, to the best of its knowledge, threatened (i) contesting the corporate existence or powers of the Corporation or the titles of the officers of the Corporation to their respective offices, (ii) seeking to prohibit, restrain or enjoin the collection of moneys under the Transaction Leases or the application of the proceeds of the Series 2026A Certificates in the manner described or contemplated herein and in the Preliminary Offering Statement and the Offering Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position of the Corporation or the operation of its facilities or the validity or enforceability of the Series 2026A Certificates or the Series 2026A Trust Agreement, the Transaction Ground Leases, the Transaction Leases, the Transaction Assignment Agreements, the Corporation Resolution or this Certificate Purchase Agreement (collectively, the "Corporation Documents"), (iii) contesting or affecting the validity of any of the Corporation Documents, (iv) contesting in any way the completeness or accuracy of the Preliminary Offering Statement or the Offering Statement (nor, to the best knowledge of the Corporation is there any basis therefor), or (v) challenging the right of the Corporation to act as lessee or sublessee or as sublessor under the Transaction Ground Leases or as lessor in connection with the lease-purchase refinancing by the School Board of any of the Refinanced Facilities;

(i) when duly executed and delivered at or prior to the Closing in accordance with the provisions of this Certificate Purchase Agreement, the Corporation Documents will have been duly authorized, executed and delivered by the Corporation and will constitute legal, valid and binding agreements of the Corporation enforceable in

accordance with their terms, subject to applicable bankruptcy, moratorium or similar laws relating to the enforcement of creditors' rights generally and to the application of general principles of equity;

(j) when duly executed and delivered at the Closing in accordance with the provisions of this Certificate Purchase Agreement, the Series 2026A Certificates will constitute evidence of legal, valid and binding undivided proportionate interests in the Corporation's rights to receive Basic Lease Payments pursuant to the Transaction Leases, enforceable in accordance with their terms, subject to applicable bankruptcy, moratorium or similar laws relating to the enforcement of creditors' rights generally and to the application of general principles of equity;

(k) except as otherwise described in the Preliminary Offering Statement and the Offering Statement and except as may be required by the "blue sky" or other securities laws of any of the jurisdictions where the Series 2026A Certificates may be sold, the Corporation has received and there remains currently in full force and effect, or will receive prior to the delivery of the Series 2026A Certificates, all governmental consents and approvals that would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the Corporation of its obligations hereunder or under any of the Corporation Documents; and

(l) the Corporation acknowledges and agrees that (i) the purchase and sale of the Series 2026A Certificates pursuant to this Certificate Purchase Agreement is an arm's-length commercial transaction among the Corporation, the School Board and the Underwriters, (ii) in connection with such transaction and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Senior Manager is and has been acting solely as a principal and not as a municipal advisor, financial advisor, agent or fiduciary of the Corporation and the Senior Manager has financial and other interests that differ from those of the Corporation, (iii) the Senior Manager has not assumed an advisory or fiduciary responsibility in favor of the Corporation with respect to any of the transactions contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Senior Manager or any of the Underwriters have provided other services or is currently providing other services to the Corporation on other matters) and the Underwriters have no obligation to the Corporation with respect to any of the transactions contemplated hereby except the obligations expressly set forth in this Certificate Purchase Agreement and (iv) the Corporation has consulted its own legal, financial, accounting, tax and other advisors to the extent it has deemed appropriate and has in fact retained advisors, as set forth in the Preliminary Offering Statement and the Offering Statement, to provide legal, financial, accounting, tax and other consultation and advice in connection with the issuance of the Series 2026A Certificates.

5. Representations and Warranties of the School Board. The School Board represents and warrants to and agrees with the Underwriters that:

(a) both at the time of its acceptance hereof and at all times during the period from the date hereof up to and including a date which is the later of (i) receipt of notice from the Senior Manager pursuant to Section 3(c) hereof that the Offering Statement is no longer required to be delivered under the Rule or (ii) 90 days after the date of the Closing (or 25 days after the date of the Closing if the Final Offering Statement is filed with the MSRB in electronic format at or prior to Closing), the statements and information contained in the Offering Statement with respect to the affairs of the School Board do not as of the date of acceptance hereof and will not (unless amended or supplemented as described in Section 10 hereof) at all times during the period from the date hereof up to and including the later of (i) receipt of notice of the Senior Manager pursuant to Section 3(c) hereof that the Offering Statement is no longer required to be delivered under the Rule or (ii) 90 days after the date of the Closing (or 25 days after the date of the Closing if the Final Offering Statement is filed with the MSRB in electronic format at or prior to Closing) contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or which is necessary to make the statements and information therein, in light of the circumstances under which they were made, not misleading in any material respect;

(b) (i) the Preliminary Offering Statement, as of its date, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or which is necessary to make the statements and information therein, in light of the circumstances under which they were made, not misleading in any material respect, and (ii) prior to the execution of this Certificate Purchase Agreement, the School Board delivered to the Senior Manager copies of the Preliminary Offering Statement which the School Board deemed to be final as of its date for purposes of Rule 15c2-12(b)(1), except for the permitted omissions described in Rule 15c2-12(b)(1);

(c) if the Final Offering Statement is supplemented or amended pursuant to Section 10 hereof, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to Section 10 hereof) at all times during the period from the date of such supplement or amendment to and including a date which is the later of (i) receipt of notice from the Senior Manager pursuant to Section 3(c) hereof that the Offering Statement is no longer required to be delivered under the Rule or (ii) 90 days after the date of the Closing (or 25 days after the date of the Closing if the Final Offering Statement is filed with the MSRB in electronic format at or prior to Closing), the Offering Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

(d) the School Board is, at the date hereof and will be, on the date of the Closing, the governing body of the School District of Broward County, Florida (the

"District"), and is a body corporate pursuant to Article IX, Section 4(a) of the Florida Constitution and Chapter 1001, *Florida Statutes*, as amended;

(e) except as otherwise described in the Preliminary Offering Statement and the Offering Statement and except as may be required by the "blue sky" or other securities laws of any of the jurisdictions where the Series 2026A Certificates may be sold, the School Board has received and there remain currently in full force and effect, or will receive prior to the delivery of the Series 2026A Certificates, all governmental consents and approvals that would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the School Board of its obligations under the Transaction Ground Leases, the Transaction Leases, the Series 2026A Trust Agreement, the Disclosure Agreement or the Series 2026A Escrow Deposit Agreement, dated the date of delivery of the Series 2026A Certificates, between the School Board and U.S. Bank Trust Company, National Association, as escrow agent (the "Escrow Deposit Agreement"), or under Resolution No. **[_____]** adopted by the School Board on **[_____]**, 2026 (the "School Board Resolution");

(f) at meetings of the School Board that were duly called and at which a quorum was present and acting throughout, the School Board duly adopted the School Board Resolution and duly approved the execution and delivery by the School Board of the Transaction Leases, the Series 2026A Trust Agreement, the Disclosure Agreement, this Certificate Purchase Agreement, the Escrow Deposit Agreement and the Offering Statement and approved the distribution and use (in printed and electronic format) of the Preliminary Offering Statement in connection with the public offering of the Series 2026A Certificates;

(g) since June 30, 2025, there has been no material adverse change in the financial position, results of operations or condition, financial or otherwise, of the District and the School Board has not incurred liabilities that would materially adversely affect the ability of the School Board to discharge its obligations under this Certificate Purchase Agreement, the Transaction Ground Leases, the Transaction Leases, the Series 2026A Trust Agreement, the Disclosure Agreement, the Escrow Deposit Agreement or the School Board Resolution (collectively, the "School Board Documents"), direct or contingent, other than as set forth in or contemplated by the Preliminary Offering Statement and the Offering Statement;

(h) the approval, execution and delivery of the Transaction Leases, the Series 2026A Trust Agreement, the Disclosure Agreement, Escrow Deposit Agreement and this Certificate Purchase Agreement by the School Board, adoption of the School Board Resolution and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not conflict with, constitute a breach of or default under, or result in the creation of a lien on any property of the District or the School Board (except as contemplated therein) pursuant to applicable law or any indenture, bond resolution, deed of trust, mortgage, agreement or other instrument to which the District or

the School Board is a party, except as described in the Preliminary Offering Statement and the Offering Statement, or conflict with or violate any applicable law, administrative rule, regulation, judgment, court order or consent decree to which the School Board is subject which, in any such event, would have a material adverse effect on the issuance of the Series 2026A Certificates or any of the transactions contemplated thereby;

(i) except as disclosed in the Preliminary Offering Statement and the Offering Statement, there is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, or public board or body, pending or, to the best of its knowledge, threatened (i) contesting the corporate existence or powers of the School Board or the titles of the officers of the School Board to their respective offices, (ii) seeking to prohibit, restrain or enjoin the collection of revenues by the School Board or the application of the proceeds of the Series 2026A Certificates in the manner described or contemplated herein and in the Preliminary Offering Statement and the Offering Statement, in which an unfavorable decision, ruling or finding would materially adversely affect the financial position of the District or the School Board or the operation of its facilities or the validity or enforceability of the Series 2026A Trust Agreement or any of the School Board Documents, (iii) contesting or affecting the validity of the Series 2026A Trust Agreement or any of the School Board Documents, (iv) contesting in any way the completeness or accuracy of the Preliminary Offering Statement or the Offering Statement (nor, to the best knowledge of the School Board, is there any basis therefor), or (v) challenging the right of the School Board to refinance the lease-purchase of the Refinanced Facilities;

(j) when duly executed and delivered by the other parties thereto, as applicable, the School Board Documents will have been duly authorized, executed and delivered by the School Board, the School Board Resolution will have been duly adopted by the School Board and, on the date of Closing and thereafter, each will constitute a legal, valid and binding obligation of the School Board, enforceable in accordance with its terms (except insofar as the enforcement thereof may be limited by bankruptcy, insolvency or similar laws relating to the enforcement of creditors' rights and by general principles of equity);

(k) the School Board is the valid owner/lessor or lessee/sublessor of the property interests conveyed by it to the Corporation pursuant to the Transaction Ground Leases and the Transaction Ground Leases vest in the Corporation the interests, either as lessee, sublessee or sublessor, in such property as described therein;

(l) the School Board is in compliance with its continuing disclosure undertakings pursuant to the Rule in connection with all outstanding obligations for which the School Board has agreed to undertake continuing disclosure obligations. In the past five (5) years, except as otherwise described in the Preliminary Offering Statement and the Offering Statement, the School Board has never failed to comply with any prior agreement to provide continuing disclosure information pursuant to the Rule.

(m) there is no unfunded, materially significant rebate liability of the School Board currently owing the Internal Revenue Service.

(n) any certificate signed by an official of the School Board and delivered to the Senior Manager will be deemed to be a representation by the School Board to the Underwriters as to the statements made therein; and

(o) the School Board acknowledges and agrees that (i) the purchase and sale of the Series 2026A Certificates pursuant to this Certificate Purchase Agreement is an arm's-length commercial transaction among the Corporation, the School Board and the Underwriters, (ii) in connection with such transaction and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Senior Manager is and has been acting solely as a principal and not as a municipal advisor, financial advisor, agent or fiduciary of the School Board and the Senior Manager has financial and other interests that differ from those of the School Board, (iii) the Senior Manager has not assumed an advisory or fiduciary responsibility in favor of the School Board with respect to any of the transactions contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Senior Manager or any of the Underwriters have provided other services or is currently providing other services to the School Board on other matters) and the Underwriters have no obligation to the School Board with respect to any of the transactions contemplated hereby except the obligations expressly set forth in this Certificate Purchase Agreement and (iv) the School Board has consulted its own legal, financial, accounting, tax and other advisors to the extent it has deemed appropriate and has in fact retained advisors, as set forth in the Offering Statement, to provide legal, financial, accounting, tax and other consultation and advice in connection with the issuance of the Series 2026A Certificates.

6. Limited Obligation. It is recognized that the Series 2026A Certificates are not secured by a pledge of the faith and credit of the Corporation, the School Board, the State of Florida or of any political subdivision thereof, and do not create an indebtedness of the District, the School Board, the State of Florida or of any political subdivision thereof, but are payable solely from the Basic Lease Payments, such payments being subject to annual appropriations by the School Board and other funds provided therefor in the Series 2026A Trust Agreement.

7. Closing. At 10:00 a.m. (Eastern Daylight Time) on **[_____]**, 2026, or at such earlier or later time or date as we mutually agree upon (herein called the "Closing"), the Corporation will cause to be delivered to, or for the benefit of, the Underwriters, at the offices of the School Board in the City of Fort Lauderdale, Florida, or at such other place upon which the parties hereto may agree, all of the Series 2026A Certificates in the form of one typewritten certificate for each interest rate of each maturity, with CUSIP identification numbers printed thereon, duly executed and authenticated and registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). At the Closing, the School Board and the Corporation will deliver or cause to be delivered to the

Senior Manager the other documents hereinafter mentioned. At the Closing, the Senior Manager will accept delivery of the Series 2026A Certificates and pay the purchase price of the Series 2026A Certificates (net of the Good Faith Wire **[and any amount paid directly to the Insurer, at the direction of the School Board, in connection with the issuance of the Policy)]** with federal or other immediately available funds by wire transfer of funds to or for the account of the Trustee. The Series 2026A Certificates shall be made available to the Underwriters for inspection as soon as practicable, but at least one (1) business day prior to the Closing, at such place as the Senior Manager and the School Board may agree.

8. Conditions to Closing. The Underwriters have entered into this Certificate Purchase Agreement in reliance upon the representations and agreements of the Corporation and the School Board herein and the performance by the Corporation and the School Board of their obligations hereunder, both as of the date hereof and as of the date of the Closing. The Underwriters' obligations under this Certificate Purchase Agreement are and will be subject to the following further conditions:

(a) at the time of the Closing (i) each of the Corporation Documents and the School Board Documents will be in full force and effect and will not have been amended, modified or supplemented except as may have been agreed to in writing by the Senior Manager, (ii) the Series 2026A Supplemental Trust Agreement will provide that the proceeds of the sale of the Series 2026A Certificates be applied as described in the Offering Statement, and (iii) the School Board and the Corporation will have duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Greenberg Traurig, P.A. and Edwards & Feanny, P.A. (collectively, "Co-Special Tax Counsel") and George A. Smith PLLC, as counsel for the Underwriters (Underwriters' Counsel"), shall be necessary to effectuate the transactions contemplated hereby and by the Preliminary Offering Statement and the Offering Statement;

(b) the Underwriters shall have the right to cancel their obligations to purchase the Series 2026A Certificates, by notice from the Senior Manager to the Corporation and School Board of its election to do so, if between the date hereof and the Closing:

(i) legislation shall have been enacted by the Congress of the United States or adopted by either House thereof or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation shall have been referred for consideration, or enacted by the Florida Legislature or adopted by either House thereof or favorably reported for passage to either House of the Florida Legislature by any committee of such House to which such legislation shall have been referred for consideration, or a decision shall have been rendered by a court of the United States or of the State of Florida or by the Tax Court of the United States, or any stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction, shall occur or be introduced, enacted or

adopted, or a ruling or an official statement shall have been made or a regulation shall have been proposed or made by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or other federal or Florida authority, with respect to federal or Florida taxation upon revenues or other income of the general character to be derived by the Corporation or by any similar body, or upon interest on obligations of the general character of the Series 2026A Certificates, the Transaction Ground Leases, the Transaction Leases, or the tax treatment thereof for federal income tax purposes, or (in the case of Florida authorities only) with respect to Florida taxation on such Transaction Leases or on the Series 2026A Certificates as intangible personal property, or other action or events shall have transpired that, in the reasonable judgment of the Senior Manager, would have the purpose or effect, directly or indirectly, of changing the federal income tax consequences or Florida tax consequences of any of the transactions contemplated in connection herewith, and that, in the reasonable judgment of the Senior Manager, affects materially and adversely the market price or the marketability of the Series 2026A Certificates or the ability of the Underwriters to enforce contracts for the sale of the Series 2026A Certificates; or

(ii) any event shall have occurred, or any condition shall exist that, in the reasonable judgment of the Senior Manager, either (A) makes untrue or incorrect in any material respect any statement or information contained in the Offering Statement or (B) is not reflected in the Offering Statement but should be reflected therein in order to make the statements and the information contained therein, in light of the circumstances under which they were made, not misleading in any material respect and, in either such event, the School Board refuses to permit the Offering Statement to be supplemented or amended in accordance with Section 10 hereof to supply such statement or information; or

(iii) there shall have occurred any (A) outbreak or escalation of hostilities, or declaration of war by the United States, or (B) other local, national or international emergency, calamity or crisis, including financial crisis, or escalation thereof, the effect of which on the financial markets of the United States, in the reasonable judgment of the Senior Manager, materially and adversely impairs the marketability or market price of the Series 2026A Certificates or the ability of the Underwriters to enforce contracts for the sale of the Series 2026A Certificates; or

(iv) there shall be in force a general suspension of trading on the New York Stock Exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices of securities shall have been required and be in force on the New York Stock Exchange, or by order of the Securities and Exchange Commission or any other governmental authority having

jurisdiction, or there shall be in force a suspension of trading in any outstanding securities of the School Board; or

(v) a general banking moratorium shall have been declared by federal, Florida or New York authorities having jurisdiction and be in force, or any new restriction on transactions in securities materially affecting the free market for securities such as the Series 2026A Certificates (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, underwriters established by the New York Stock Exchange, the Securities and Exchange Commission, any other federal or Florida agency or the Congress of the United States, or by executive order, which, in the reasonable judgment of the Senior Manager, materially and adversely impairs the marketability or market price of the Series 2026A Certificates; or

(vi) legislation shall be enacted, or a decision by a court of the United States shall be rendered that, in the reasonable opinion of Underwriters' Counsel, has the effect of requiring the contemplated distribution of the Series 2026A Certificates or any action or instrument pertaining thereto to be registered under the Securities Act of 1933, as amended, or under Florida law, or of requiring the Series 2026A Trust Agreement, or any instrument or act pertaining thereto, to be qualified under the Trust Indenture Act of 1939, as amended; or

(vii) there shall have been any materially adverse change in the affairs of the School Board that, in the reasonable judgment of the Senior Manager, materially and adversely affects the market price or marketability of the Series 2026A Certificates or the ability of the Underwriters to enforce contracts for the sale of the Series 2026A Certificates; or

(viii) a supplement or amendment shall have been made to the Offering Statement subsequent to the date hereof that in the reasonable judgment of the Senior Manager, materially and adversely affects the market price or the marketability of the Series 2026A Certificates or the ability of the Underwriters to enforce contracts for the sale of the Series 2026A Certificates; or

(ix) any litigation shall be instituted or be pending at the time of the Closing to restrain or enjoin the issuance, sale or delivery of the Series 2026A Certificates, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Act, the Corporation Resolution, the School Board Resolution, the Corporation Documents, the School Board Documents or the existence or powers of the Corporation or the School Board, with respect to its obligations under the Corporation Documents or the School Board Documents, as applicable; and

(c) at or prior to the Closing, the Underwriters shall receive the following documents:

(i) the approving opinions of Co-Special Tax Counsel with respect to the Series 2026A Certificates, dated the date of the Closing, substantially in the form attached to the Offering Statement as Appendix D, either addressed to the Underwriters, the School Board, the Corporation **[, the Insurer]** and the Trustee or accompanied by a letter addressed to such parties, indicating that such parties may rely on the approving opinions of Co-Special Tax Counsel as if such opinions were addressed to them;

(ii) supplementary opinions of Co-Special Tax Counsel, dated the date of the Closing and addressed to the Underwriters, the School Board **[, the Insurer]** and the Corporation, to the effect that (A) the information contained in the Preliminary Offering Statement, as of its date, and in the Offering Statement, as of its date and as of the date of the Closing, under the headings (unless otherwise noted, the term "headings" includes all subheadings under a heading) entitled "INTRODUCTION" (excluding the first paragraph thereof, the paragraph preceding, and the summary of leases table and footnotes thereunder, descriptions of the Refinanced Facilities therein and the last paragraph thereof), "PURPOSE OF THE SERIES 2026A CERTIFICATES," "THE PLAN OF REFUNDING," "THE SERIES 2026A CERTIFICATES," "SECURITY FOR THE SERIES 2026A CERTIFICATES," "AMENDMENTS TO CERTAIN OF THE TRANSACTION SCHEDULES," "THE MASTER LEASE PROGRAM," and "THE TRANSACTION LEASES" (excluding any financial, statistical and demographic information and information regarding DTC and its book-entry only system **[and the Insurer and its Policy],** as to all of which no view is expressed) insofar as such information purports to describe the School Board Resolution, the Corporation Resolution, the Transaction Ground Leases, the Transaction Leases, the Series 2026A Trust Agreement, the Series 2026A Certificates, the Escrow Deposit Agreement or the Transaction Assignment Agreements are accurate in all material respects; (B) the statements contained under the heading "TAX TREATMENT" are accurate and correct as to matters of law; (C) the Transaction Leases constitute exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended (the "1933 Act") and it is not necessary in connection with the offer and sale of the Series 2026A Certificates to the public to register the Transaction Leases or Series 2026A Certificates under the 1933 Act, or to qualify the Series 2026A Trust Agreement under the Trust Indenture Act of 1939, as amended; and (D) the Refunded Certificates shall be deemed paid in accordance with the Master Trust Agreement and are no longer outstanding under the Master Trust Agreement.

(iii) the opinion of Marylin C. Batista, Esquire, General Counsel to the Corporation (the "Corporation's Counsel"), dated the date of the Closing and addressed to the Underwriters, the School Board, the Corporation**[, the Insurer]** and the Trustee to the effect that (A) the Corporation is duly created and validly existing and in good standing under the laws of the State of Florida; (B) under Florida law, the Corporation is a legal entity separate and apart from the School Board and is not an agency of the School Board; (C) the Series 2026A Trust Agreement and the Transaction Assignment Agreements create a valid and enforceable pledge and assignment of the Corporation's rights in and to the Transaction Leases, except for certain rights to indemnification, to hold title to the Refinanced Facilities and to receive notice, and the money and securities held by the Trustee in the funds and accounts established under the Series 2026A Trust Agreement, in favor of the Trustee for the benefit of the holders of the Series 2026A Certificates; (D) the Corporation has full power and authority to adopt the Corporation Resolution and to enter into each of the Corporation Documents; (E) the Corporation Resolution has been duly adopted by the Corporation, the Series 2026A Certificates have been duly authorized and delivered by the Corporation and each of the Corporation Documents has been duly authorized, executed and delivered by the Corporation and constitutes a legal, valid and binding agreement of the Corporation enforceable in accordance with its terms, except that the enforceability of such instruments may be limited by applicable bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and, to the extent that certain remedies in such instruments require, or may require, enforcement by a court of equity, by such principles of equity as the court having jurisdiction may impose; (F) the statements contained in the Preliminary Offering Statement, as of its date, and in the Offering Statement, as of its date and as of the date of Closing, as to legal matters only, relating to the Corporation, the Series 2026A Certificates or any of the Corporation Documents under the headings (unless otherwise noted, the term "headings" includes all subheadings under a heading) entitled "INTRODUCTION," "THE SERIES 2026A CERTIFICATES," "SECURITY FOR THE SERIES 2026A CERTIFICATES," "THE PRIOR FACILITIES," "THE MASTER LEASE PROGRAM," "THE TRANSACTION LEASES," "THE CORPORATION," and "LITIGATION" (excluding financial, statistical and demographic information and excluding any information with respect to DTC and its book-entry only system **[and the Insurer and its Policy]**), are, to the best of the Corporation's Counsel's knowledge after due inquiry with respect thereto, true, correct and complete and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (G) the adoption of the Corporation Resolution, the execution of the Corporation Documents, delivery of the Series 2026A Certificates at the direction of the Corporation and compliance by the Corporation with the provisions thereof, under the circumstances contemplated

thereby, do not and will not in any material respect conflict with or constitute on the part of the Corporation a breach of or default under any agreement or other instrument to which the Corporation is a party or any of its property is subject, or any existing law, regulation, court order or consent decree to which the Corporation or any of its property is subject, which would have a material adverse effect on the issuance of the Series 2026A Certificates or the transactions contemplated thereby; (H) there is no action, suit, proceeding or investigation before or by any court, public board or body pending or threatened against or affecting the Corporation wherein an unfavorable ruling or decision would materially adversely affect the transactions contemplated by the Offering Statement or the Corporation Documents, or the validity of the Series 2026A Certificates or any of the Corporation Documents, except as disclosed in the Preliminary Offering Statement and the Offering Statement; and (I) all authorizations, consents, approvals and reviews of governmental bodies or regulatory authorities required for the Corporation's adoption of the Corporation Resolution and execution, delivery, acceptance or performance of the Series 2026A Certificates and each of the Corporation Documents have been obtained or effected, except that the offer and sale of the Series 2026A Certificates in certain jurisdictions may be subject to the provisions of the securities or "blue sky" laws of such jurisdictions; in addition, the Corporation's Counsel shall state in her letter containing the foregoing opinion, or in a separate letter dated the date of the Closing and addressed to the Underwriters, that based upon the examinations which she has made as the Corporation's Counsel, and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Offering Statement and the Offering Statement (other than as set forth in item (F) above), nothing has come to her attention which would lead her to believe that the information in the Preliminary Offering Statement, as of its date, and in the Offering Statement, as of its date and as of the date of Closing (except for the financial statements and other financial data included in the Preliminary Offering Statement and the Offering Statement and any information regarding DTC and its book-entry only system **[and the Insurer and its Policy],** as to which no view need be expressed) contains an untrue statement of a material fact or omits to state a material fact required to be stated therein necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(iv) the opinion of Underwriters' Counsel, dated the date of the Closing and addressed to the Underwriters, covering such matters as the Senior Manager may reasonably request;

(v) the opinion of counsel for the Trustee, as Trustee and escrow agent, dated the date of Closing and addressed to the Underwriters, the School Board, the Corporation**[, the Insurer]** and the Trustee to the effect that (A) the Series 2026A

Trust Agreement, the Transaction Assignment Agreements, the Escrow Deposit Agreement and the Transaction Leases (collectively the "Trustee Documents") and the Series 2026A Certificates each have been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery thereof by the other parties thereto, as applicable, constitute the valid, binding and enforceable agreements of the Trustee (except to the extent that enforceability (but not the validity) of the rights and remedies set forth therein may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by such principles of equity as the court having jurisdiction may impose with respect to certain remedies which require, or may require, enforcement by a court of equity), in accordance with their terms; (B) the Trustee has duly accepted the trusts under the Series 2026A Trust Agreement and Escrow Deposit Agreement and the duties imposed on it, as Trustee and escrow agent, respectively, thereby and by the Transaction Assignment Agreements; (C) no consent, authorization or approval is required under any law, governmental rule or regulation of the United States or of the State of Florida in connection with the execution, delivery or performance by the Trustee of any of the Trustee Documents, except such as have been obtained, given or accomplished; and (D) neither the execution and delivery by the Trustee of any of the Trustee Documents, nor the performance by the Trustee of its obligations thereunder will result in any violation of the Articles of Association or By-Laws of the Trustee or any law, governmental rule or regulation of the State of Florida or the banking laws of the United States binding on it; and (E) to the best of such counsel's knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or threatened, in any way contesting or affecting the creation, organization or existence of the Trustee or in any way contesting or affecting any of the Trustee Documents, or any of the transactions contemplated thereby;

(vi) the opinion of Marylin C. Batista, Esquire, General Counsel to the School Board, dated the date of the Closing and addressed to the Underwriters, the School Board, the Corporation**[, the Insurer]** and the Trustee to the effect that (A) the School Board is the governing body of the District, validly existing under the laws of the State of Florida, with all corporate power necessary to refund the Refunded Certificates and to lease or sublease, as applicable, the Refinanced Facility Sites and the Refinanced Facilities and to conduct the operations described in the Offering Statement; (B) the School Board has obtained all governmental consents and approvals necessary for adoption of the School Board Resolution and the entry into each of the School Board Documents; (C) the School Board has duly approved the use and distribution (in printed and electronic format) of the Preliminary Offering Statement and the execution, distribution and delivery (in printed and electronic format) of the Offering Statement and the School Board Resolution has been duly adopted by the School Board; (D) the School Board

Documents have been duly authorized, executed and delivered by the School Board and, assuming due authorization, execution and delivery thereof by the other parties thereto, as applicable, constitute legal, valid and binding agreements, in accordance with their respective terms, of the School Board, subject to applicable bankruptcy, moratorium or similar laws relating to the enforcement of creditors' rights generally and to the application of general principles of equity; (E) the information in the Preliminary Offering Statement, as of its date, and in the Offering Statement, as of its date and as of the date of Closing, with respect to the laws of the State of Florida and relating to the School Board, the District or any of the School Board Documents (excluding financial, statistical and demographic information and any information regarding DTC and its book-entry only system **[and the Insurer and its Policy])** under the headings (unless otherwise noted, the term "headings" includes all subheadings under a heading) entitled "INTRODUCTION," "PURPOSE OF THE SERIES 2026A CERTIFICATES," "THE PLAN OF REFUNDING" "THE SERIES 2026A CERTIFICATES," "SECURITY FOR THE SERIES 2026A CERTIFICATES," "AMENDMENTS TO CERTAIN OF THE TRANSACTION SCHEDULES," "THE MASTER LEASE FACILITIES," "THE REFINANCED FACILITIES," "THE PRIOR FACILITIES," "THE MASTER LEASE PROGRAM," "THE TRANSACTION LEASES," "THE SCHOOL BOARD AND THE DISTRICT," "FINANCIAL RESULTS AND LIABILITIES OF THE DISTRICT," "OPERATING REVENUES OF THE DISTRICT," "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS," "DISTRICT EDUCATIONAL FACILITIES PLAN," "AD VALOREM TAXATION," "RECENT GOVERNMENTAL ACTIONS AND OTHER EVENTS AFFECTING DISTRICT REVENUES," "RISK FACTORS" (as to legal matters only), "LITIGATION," "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," and "CONTINUING DISCLOSURE" is, to the best of her knowledge after due inquiry with respect thereto, true, correct and complete in all material respects and does not omit any matter that should be included therein necessary to make the statements made therein regarding such matters, in light of the circumstances under which such statements are made, not misleading; (F) there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the School Board wherein an unfavorable ruling, finding or decision would materially adversely affect the transactions contemplated by the Offering Statement or this Certificate Purchase Agreement or the validity of the School Board Resolution or any of the School Board Documents, except as disclosed in the Preliminary Offering Statement and the Offering Statement; and (G) the adoption of the School Board Resolution and execution and delivery of the School Board Documents, and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the School Board a breach of or default under any agreement or other instrument to which the

School Board is a party or any existing law, regulation, court order or consent decree to which the School Board is subject, or result in the creation of a lien on any property of the School Board (except as contemplated therein) which would have a material adverse effect on the issuance of the Series 2026A Certificates or the transactions contemplated thereby;

(vii) the opinion of Nabors, Giblin & Nickerson, P.A., and Law Offices Thomas H. Williams Jr., P.L., Co-Disclosure Counsel (collectively, "Co-Disclosure Counsel"), dated the date of the Closing and addressed to the School Board (with a reliance letter to the Underwriters), to the effect that (A) the Series 2026A Certificates are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Series 2026A Trust Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended, and (B) based upon their participation in the preparation of the Preliminary Offering Statement and the Offering Statement as Co-Disclosure Counsel and without having undertaken to determine independently the accuracy or completeness of the contents of the Preliminary Offering Statement and the Offering Statement, nothing has come to the attention of such counsel which has caused them to believe that the Preliminary Offering Statement, as of its date, and the Offering Statement, as of its date or as of the date of Closing (except for the Appendices, information relating to DTC and its book-entry only system and financial and statistical data included therein **[and the Insurer and its Policy]**, as to which no opinion need be expressed) contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(viii) a certificate, dated the date of the Closing, signed on behalf of the School Board by the Chair or Vice Chair of the School Board and attested to by the Secretary of the School Board, stating that the statements in Section 5 hereof are true and correct as of the date of the Closing and such other matters as the Underwriters may reasonably require;

(ix) a certificate, dated the date of the Closing, signed on behalf of the Corporation by its President or Vice President or such other authorized Senior Managers of the Corporation satisfactory to the Underwriters and Underwriters' Counsel, stating that the statements in Section 4 hereof are true and correct as of the date of the Closing and such other matters as the Underwriters may reasonably require;

(x) fully executed counterparts or copies of originals, as are acceptable to the Senior Manager, of the Transaction Leases, the Series 2026A Trust Agreement, the Disclosure Agreement, the Escrow Deposit Agreement and such other Corporation Documents or School Board Documents as the Underwriters may reasonably request;

(xi) certified copies of the necessary resolutions, proceedings and certificates of the School Board and the Corporation relating to the approval and sale of the Series 2026A Certificates, including, without limitation, the Corporation Resolution and the School Board Resolution;

(xii) executed copies of the School Board's (A) certification as to arbitrage and other matters relative to the tax status of the Series 2026A Certificates under Section 148 of the Internal Revenue Code of 1986, as amended, and (B) Internal Revenue Service Form 8038-G with respect to the Series 2026A Certificates, as completed for filing;

(xiii) fully executed counterparts of every other certificate, agreement or other document delivered to Co-Special Tax Counsel or the Trustee in connection with the execution, sale and delivery of the Series 2026A Certificates;

(xiv) evidence of ratings on the Series 2026A Certificates of **["____" by S&P Global Ratings, a business unit of Standard and Poor's Financial Services LLC ("S&P"), based on the issuance of the Policy and underlying ratings of "___" and "_____" issued]**, respectively, by Moody's Ratings ("Moody's") and Fitch Ratings, Inc. ("Fitch") and confirmation that such ratings are in effect on the date of Closing;

(xv) copies of the Blue Sky Survey prepared by Underwriters' Counsel, indicating the jurisdictions in which the Series 2026A Certificates may be sold in compliance with the "blue sky" or securities laws of such jurisdictions;

(xvi) a copy of the School Board's DTC Blanket Issuer Letter of Representations;

[(xvii) an opinion, dated the date of Closing, and addressed to the School Board, the Corporation, the Trustee and the Underwriters from counsel for the Insurer, substantially to the effect that: (a) the Insurer is a stock insurance company, duly organized and validly existing under the laws of the State of Maryland and duly qualified to conduct an insurance business in the State of Florida; (b) the Insurer has full corporate power and authority to execute and deliver the Policy and the Policy has been duly authorized, executed and delivered by the Insurer and constitutes the legal, valid and binding obligation of the Insurer enforceable in accordance with its terms except to the extent that the enforceability (but not the validity) of such obligation may be limited by any applicable bankruptcy, insolvency, liquidation, rehabilitation or other similar law or enactment now or hereafter enacted affecting the enforcement of creditors' rights; (c) proceedings legally required for the issuance of the Policy have been taken by the Insurer and licenses, orders, consents or other authorizations or approvals of any

governmental boards or bodies legally required for the enforceability of the Policy have been obtained; and proceedings not taken and any licenses, authorizations or approvals not obtained are not material to the enforceability of the Policy; and (d) the statements contained in the Offering Statement under the heading "CERTIFICATE INSURANCE," insofar as such statements constitute summaries of the matters referred to therein, accurately reflect and fairly present the information purported to be shown and, insofar as such statements describe the Insurer, fairly and accurately describe the Insurer;]

[(xviii) Receipt of the Policy from the Insurer];

(xix) a verification report of **[_____]**; and

(xx) such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriters, Underwriters' Counsel, Co-Special Tax Counsel or Co-Disclosure Counsel may reasonably request.

All of the opinions, letters, certificates, instruments and other documents mentioned in this Certificate Purchase Agreement shall be deemed to be in compliance with the provisions of this Certificate Purchase Agreement if, but only if, in the reasonable judgment of the Underwriters and Underwriters' Counsel, they are satisfactory in form and substance.

9. Termination. If there is a failure to satisfy the conditions to the Underwriters' obligations contained in this Certificate Purchase Agreement or if the Underwriters' obligations are terminated for any reason permitted by this Certificate Purchase Agreement, then this Certificate Purchase Agreement shall terminate and the Underwriters, the Corporation and the School Board shall have no further obligation hereunder, except that the Good Faith Wire referred to in Section 2 hereof shall be returned to the Senior Manager and the obligations of the respective parties set forth in Section 11 hereof shall continue in full force and effect.

10. Amendment of Final Offering Statement. After the date of this Certificate Purchase Agreement, if any event shall occur as a result of which it is necessary, in the opinion of Co-Special Tax Counsel, Co-Disclosure Counsel or Underwriters' Counsel, to amend or supplement the Final Offering Statement to make the Final Offering Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser, the Corporation and the School Board shall forthwith prepare and furnish to the Underwriters (at the Corporation's or the School Board's own expense if during the period beginning on the date hereof and ending on the date that is 90 days after the date of the Closing (or 25 days after the date of the Closing if the Final Offering Statement is filed with the MSRB in electronic format at or prior to Closing), and thereafter at the expense of the Underwriters) a reasonable number of copies of an amendment of or

supplement to the Final Offering Statement (in form and substance satisfactory to Underwriters' Counsel) that will amend or supplement the Final Offering Statement so that it will not, to the best of the Corporation's and the School Board's knowledge after due inquiry with respect thereto, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein necessary to make the statements therein, in light of the circumstances existing at the time it is delivered to a purchaser, not misleading. For purposes of this paragraph, the Corporation and the School Board will furnish such information about their respective affairs as the Underwriters may from time to time reasonably request. The Corporation and the School Board shall notify the Underwriters of any change in their respective affairs occurring within 90 days after the date of the Closing (or 25 days after the date of the Closing if the Final Offering Statement is filed with the MSRB in electronic format at or prior to Closing) which has not been disclosed in the Final Offering Statement and which would cause the Final Offering Statement to contain an untrue statement of a material fact or omit to state a material fact required to be stated therein necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

11. Expenses. (a) The Corporation or the School Board will pay, but only from the proceeds of the Series 2026A Certificates or moneys made available pursuant to the Series 2026A Trust Agreement, any expenses incident to the performance of its obligations hereunder, including, without limitation: (i) the cost of the preparation (including printing and distribution in printed and electronic format) of the Preliminary Offering Statement, the Final Offering Statement, any of the Corporation Documents and any of the School Board Documents; (ii) the cost of the preparation, printing and delivery of the Series 2026A Certificates; (iii) the fees and disbursements of Co-Special Tax Counsel and Co-Disclosure Counsel; (iv) the fees and disbursements of S&P, Moody's and Fitch; (v) the fees and disbursements of any other experts or consultants retained by the Corporation, the School Board or the District, including, without limitation, the Trustee, escrow agent and the District's financial advisor; **[(vi) the premium for the Policy and any other fees or charges required to be paid in connection with the delivery of the Policy]** and (vii) any expenses (included in the expenses component of the Underwriters' discount) incurred on behalf of employees or representatives of the School Board or the Corporation in connection with the implementation of this Certificate Purchase Agreement, including, without limitation, meals, transportation and lodging of such representatives or employees and, on behalf of the Underwriters, the fees and expenses of Underwriters' Counsel.

(b) The Underwriters will pay (i) all advertising expenses in connection with the public offering of the Series 2026A Certificates and (ii) all other expenses incurred by them or any of them in connection with their public offering and distribution of the Series 2026A Certificates, including the CUSIP Service Bureau service charge for the assignment of CUSIP numbers for the Series 2026A Certificates.

(c) Any of the expenses described in this Section may be paid in the form of the inclusion of such expenses in the expense component of the Underwriters' discount.

12. Establishing Issue Price. The Senior Manager, on behalf of the Underwriters, agrees to assist the School Board in establishing the issue price of the Series 2026A Certificates and shall execute and deliver to the School Board at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit "D," with such modifications as may be appropriate or necessary, in the reasonable judgment of the Senior Manager, the School Board and Co-Special Tax Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2026A Certificates.

(a) **[Except as otherwise set forth in Schedule A to Exhibit "D" attached hereto,] the Corporation and the School Board will treat the first price at which 10% of each maturity of the Series 2026A Certificates (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Certificate Purchase Agreement, the Senior Manager shall report to the Corporation and the School Board the price or prices at which the Underwriters have sold to the public each maturity of Series 2026A Certificates. [If, at that time, the 10% test has not been satisfied as to any maturity of the Series 2026A Certificates, the Senior Manager agrees to promptly report to the School Board and the Corporation the prices at which Series 2026A Certificates of that maturity have been sold by the Underwriters to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Series 2026A Certificates of that maturity have been sold or (ii) the 10% test has been satisfied as to the Series 2026A Certificates of that maturity, provided that, the Underwriters' reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Senior Manager, the Corporation and the School Board or Bond Counsel.]** For purposes of this section, if Series 2026A Certificates mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2026A Certificates.

(b) The Senior Manager confirms that the Underwriters have offered the Series 2026A Certificates to the public on or before the date of this Certificate Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule A to Exhibit “D” attached hereto, except as otherwise set forth therein. **[Schedule A to Exhibit “D” also sets forth, as of the date of this Certificate Purchase Agreement, the maturities, if any, of the Series 2026A Certificates for which the 10% test has not been satisfied and for which the School Board, the Corporation and the Senior Manager, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply,**

which will allow the School Board to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2026A Certificates, the Underwriters will neither offer nor sell unsold Series 2026A Certificates of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriters have sold at least 10% of that maturity of the Series 2026A Certificates to the public at a price that is no higher than the initial offering price to the public.

The Senior Manager, will advise the Corporation and the School Board promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2026A Certificates to the public at a price that is no higher than the initial offering price to the public.]

The School Board and Corporation acknowledge that, in making the representations set forth in this section, the Senior Manager will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing the issue price of the Series 2026A Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026A Certificates, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2026A Certificates to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing the issue price of the Series 2026A Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026A Certificates, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2026A Certificates to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Series 2026A Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026A Certificates, as set forth in the third-party distribution agreement and the related pricing wires. The School Board and the Corporation further acknowledge that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing the issue price of the Series 2026A Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026A Certificates, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer

that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing the issue price of the Series 2026A Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026A Certificates.

(c) The Senior Manager confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Senior Manager is a party) relating to the initial sale of the Series 2026A Certificates to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement as applicable (A)(1) to report the prices at which it sells to the public the unsold Series 2026A Certificates of each maturity allocated to it, whether or not the Closing has occurred, until either all Series 2026A Certificates of that maturity allocated to it have been sold or it is notified by the Senior Manager that the 10% test has been satisfied as to the Series 2026A Certificates of that maturity, provided that, the reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Senior Manager, and (2) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Senior Manager and as set forth in the related pricing wires, (B) to promptly notify the Senior Manager of any sales of Series 2026A Certificates that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2026A Certificates to the public (each such term being used as defined below), and (C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Senior Manager shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public; and

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Series 2026A Certificates to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2026A Certificates to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2026A Certificates of each maturity allocated to it, whether or not the Closing has occurred, until either all Series 2026A Certificates of that maturity allocated to it have been sold or it is notified by the Senior Manager or such underwriter or dealer that the 10% test has been satisfied as to the Series 2026A Certificates of that maturity, provided that, the reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Senior Manager or such underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Senior Manager or the underwriter or the dealer and as set forth in the related pricing wires.

(d) The Underwriters acknowledge that sales of any Series 2026A Certificates to any person that is a related party to an underwriter participating in the initial sale of the Series 2026A Certificates to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this Section 12:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the School Board (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2026A Certificates to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2026A Certificates to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2026A Certificates to the public),

(iii) a purchaser of any of the Series 2026A Certificates is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Certificate Purchase Agreement by all parties.

13. Anti-Human Trafficking. In conformance with Section 787.06(14), Florida Statutes, as amended, each of the Underwriters, for and on its own account, has delivered to the School Board an anti-human trafficking affidavit in connection with the execution of this Certificate Purchase Agreement.

14. Notices. Any notice or other communication to be given under this Certificate Purchase Agreement may be given by delivering the same in writing as follows:

The School Board of Broward County, Florida
600 SE Third Avenue, 2nd Floor
Fort Lauderdale, Florida 33301
Attention: Ivan Perrone, Treasurer

J.P. Morgan Securities LLC
1450 Brickell Avenue, 15th Floor
Miami, Florida 33131
Attention: T.J. Whitehouse, Executive Director

Broward School Board Leasing Corp.
600 SE Third Avenue, 2nd Floor
Fort Lauderdale, Florida 33301
Attention: Ivan Perrone, Treasurer

15. Parties in Interest. This Certificate Purchase Agreement is made solely for the benefit of the Corporation, the School Board and the Underwriters, including their successors or assigns, and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof.

16. Survival of Warranties. All the representations, warranties and agreements of the Underwriters, the Corporation and the School Board in this Certificate Purchase Agreement shall remain operative and in full force and effect and shall survive delivery of and payment for the Series 2026A Certificates, regardless of any investigation made by or on behalf of the Corporation, the School Board or the Underwriters.

17. Headings. The headings of the sections of this Certificate Purchase Agreement are inserted for convenience of reference only and shall not be deemed to be part of this agreement nor affect the meaning, construction or effect hereof.

18. Entire Agreement. This Certificate Purchase Agreement, when accepted by the Corporation and the School Board in writing as provided herein, shall constitute the entire agreement of the parties hereto with respect to the offer and sale of the Series 2026A Certificates and the transactions related thereto and supersedes all prior agreements and understandings between the parties with respect to the issuance and sale of the Series 2026A Certificates. No modification, alteration, supplement or amendment to this Certificate Purchase Agreement shall be binding upon any of the parties hereto until such modification, alteration or amendment is reduced to writing and executed by all of the parties hereto.

19. Severability. If any provision of this Certificate Purchase Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitutional or statutory provision or provisions or rule of law or public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained, or portion thereof, invalid, inoperative, or

unenforceable. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Certificate Purchase Agreement, shall not affect the remaining portions of this Certificate Purchase Agreement, or any part thereof.

20. Counterparts. This Certificate Purchase Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

21. Governing Law. This Certificate Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to the principles of conflicts of laws.

[Remainder of page intentionally left blank]

If the foregoing is acceptable to you, please sign below and this Certificate Purchase Agreement will become a binding agreement among us.

Very truly yours,

J.P. MORGAN SECURITIES LLC, as Senior Manager (acting on behalf of itself and each of the other Underwriters)

By:_____
T.J. Whitehouse, Executive Director

Accepted and confirmed as of
the date first above written:

**THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

By:_____
Sarah Leonardi, Chair

By:_____
Dr. Howard Hepburn, Superintendent

BROWARD SCHOOL BOARD LEASING CORP.

By: _____
Sarah Leonardi, President

By:_____
Dr. Howard Hepburn, Secretary

[Signature Page Certificates of Participation, Series 2026A]

EXHIBIT A

$[PAR AMOUNT]
CERTIFICATES OF PARTICIPATION, SERIES 2026A
Evidencing Undivided Proportionate Interests of the
Owners thereof in Basic Lease Payments to be made by
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
as Lessee, pursuant to a Master Lease Purchase Agreement
with Broward School Board Leasing Corp., as Lessor

LIST OF OTHER UNDERWRITERS

BOFA SECURITIES, INC.
RAYMOND JAMES & ASSOCIATES, INC.

EXHIBIT B

DISCLOSURE AND TRUTH-IN-BONDING STATEMENT

$[PAR AMOUNT]
CERTIFICATES OF PARTICIPATION, SERIES 2026A
Evidencing Undivided Proportionate Interests of the
Owners thereof in Basic Lease Payments to be made by
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
as Lessee, pursuant to a Master Lease Purchase Agreement
with Broward School Board Leasing Corp., as Lessor

[SALE DATE**]**

The School Board of Broward County, Florida
600 SE Third Avenue, 2nd Floor
Fort Lauderdale, Florida 33301

Ladies and Gentlemen:

In connection with the proposed execution and delivery of the above-referenced certificates (the "Series 2026A Certificates"), J.P. Morgan Securities LLC, acting for itself and on behalf of BofA Securities, Inc. and Raymond James & Associates, Inc. (collectively, the "Underwriters") have agreed to underwrite a public offering of the Series 2026A Certificates. Arrangements for underwriting the Series 2026A Certificates will include a Certificate Purchase Agreement dated the date hereof (the "Certificate Purchase Agreement") among The School Board of Broward County, Florida (the "School Board"), the Broward School Board Leasing Corp. (the "Corporation") and the Underwriters which will embody the negotiations of the Underwriters, the School Board and the Corporation relating to such underwriting. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Certificate Purchase Agreement.

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385, *Florida Statutes*, as amended, certain information regarding the arrangements contemplated for the underwriting of the Series 2026A Certificates as follows:

(a) The nature and estimated amount of expenses to be incurred by the Underwriters in connection with the purchase and reoffering of the Series 2026A Certificates are set forth in Schedule B-1 attached hereto.

(b) No person has entered into an understanding with the Underwriters, with the School Board or the Corporation for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied to act solely as an intermediary between the School Board or the Corporation and the Underwriters or to exercise or attempt to exercise any influence to effect any transaction in connection with the purchase of the Series 2026A Certificates by the Underwriters.

(c) The underwriting spread will be $_____ ($_____ per $1,000), which includes the following:

	Total	Per $1,000
Underwriters' expenses		
Management Fee		
Average Takedown		
TOTAL:		

(d) Other than as described in the Offering Statement, no other fee, bonus or other compensation is estimated to be paid by the Underwriters in connection with the issuance of the Series 2026A Certificates to any person not regularly employed or retained by the Underwriters, including any "finder," as defined in Section 218.386(1)(a), *Florida Statutes*, as amended.

(e) The name and address of the Senior Managing Underwriter in connection with the issuance of the Series 2026A Certificates is:

J.P. Morgan Securities LLC
1450 Brickell Avenue, 15th Floor
Miami, Florida 33131
Attention: T.J. Whitehouse, Executive Director

(f) The School Board is proposing to issue $**[**PAR AMOUNT**]** of debt or obligation for the primary purpose of refunding the Refunded Certificates. The debt or obligation is expected to be repaid over a period of approximately ___ years. At a true interest cost of _____% per annum, total interest to be paid over the life of the debt or obligation will be $_____.

(g) The source of repayment or security for this proposal is funds appropriated annually for such purpose by the School Board from a levy of non-voted, real and tangible personal property tax millage (known as the local option millage levy) for capital

outlay and maintenance purposes and from other moneys authorized to be appropriated therefor by law and the regulations of the Florida Department of Education. Authorizing this debt or obligation will result in approximately $_____ (representing the average annual Basic Lease Payments to be made pursuant to the Transaction Leases) being paid each year for approximately ____ years but such payments will not affect the funds available to finance other services of the District because (i) such funds were already subject to annual appropriation for the satisfaction of scheduled Basic Lease Payments with respect to the Refunded Certificates and (ii) assuming the full term of the Transaction Leases, issuance of the Series 2026A Certificates will result in a net present value savings of Basic Lease Payments to be made of approximately $_____, although such savings will not be realized in an equal amount each year the Series 2026A Certificates are outstanding.

[Signature on following page]

We understand that you do not require any further disclosure from the Underwriters pursuant to Section 218.385, *Florida Statutes*, as amended.

Very truly yours,

J.P. MORGAN SECURITIES LLC, as Senior Manager (acting on behalf of itself and each of the other Underwriters)

BOFA SECURITIES, INC.
RAYMOND JAMES & ASSOCIATES, INC.

By:_____
T.J. Whitehouse, Executive Director

SCHEDULE B-1

NATURE AND ESTIMATED AMOUNT OF EXPENSES TO BE INCURRED BY THE UNDERWRITERS*

Underwriters' Counsel Fee & Expenses	
CUSIP	
DTC	
Day Loan	
Total Syndicate Wire (DALCOMP/IPREO)	
Travel/Out of Pocket	
Total Expenses	

EXHIBIT C

$[PAR AMOUNT]
CERTIFICATES OF PARTICIPATION, SERIES 2026A
Evidencing Undivided Proportionate Interests of the
Owners thereof in Basic Lease Payments to be made by
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
as Lessee, pursuant to a Master Lease Purchase Agreement
with Broward School Board Leasing Corp., as Lessor

The above-referenced certificates (the "Series 2026A Certificates") are being purchased by the underwriters named in the Certificate Purchase Agreement dated **[**SALE DATE**]**, 2026 (the "Certificate Purchase Agreement") entered into by and among such underwriters, The School Board of Broward County, Florida and the Broward School Board Leasing Corp. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Certificate Purchase Agreement and in the Offering Statement dated **[**SALE DATE**]**, 2026 relating to the Series 2026A Certificates.

The Series 2026A Certificates shall mature on July 1 in the years and in the amounts and shall bear interest, computed on the basis of a 360-day year consisting of twelve 30-day months, from their date until the Series 2026A Certificates have been paid in full or duly provided for in accordance with the provisions of the Series 2026A Trust Agreement, at the rates set forth below:

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

$[PAR AMOUNT] Series 2026A Certificates

Date (July 1)	Principal Amount	Interest Rate	Yield*	Price
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				

PREPAYMENT PROVISIONS

No Optional Prepayment. The Series 2026A Certificates are not subject to prepayment prior to maturity at the option of the School Board.

Extraordinary Prepayment. The Series 2026A Certificates shall be subject to prepayment in the event any or all of the Transaction Leases terminate prior to payment in full of all of the Basic Lease Payments due thereunder to the extent the Trustee has moneys available for such purposes pursuant to the Trust Agreement and the Transaction Leases, to the extent and subject to the limitations provided in the Transaction Leases.

EXHIBIT D

FORM ISSUE PRICE CERTIFICATE OF THE UNDERWRITERS

$[PAR AMOUNT]
CERTIFICATES OF PARTICIPATION, SERIES 2026A
Evidencing Undivided Proportionate Interests of the
Owners thereof in Basic Lease Payments to be made by
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
as Lessee, pursuant to a Master Lease Purchase Agreement
with Broward School Board Leasing Corp., as Lessor

ISSUE PRICE CERTIFICATE

The undersigned J.P. Morgan Securities LLC (the "Senior Manager"), on behalf of itself and BofA Securities, Inc. and Raymond James & Associates, Inc. (together with the Senior Manager, the "Underwriting Group"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Certificates").

Select appropriate provisions below:

1. **[Alternative 1 – All Maturities Use General Rule: Sale of the Certificates. As of the date of this certificate, for each Maturity of the Certificates, the first price at which at least 10% of such Maturity of the Certificates was sold to the Public is the respective price listed in Schedule A.] [Alternative 2 – Select Maturities Use General Rule: Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Certificates was sold to the Public is the respective price listed in Schedule A.]**

2. [Initial Offering Price of the [Certificates] [Hold-the-Offering-Price Maturities].

[Alternative 1 – All Maturities Use Hold-the-Offering-Price Rule: The Underwriting Group offered the Certificates to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Certificates is attached to this certificate as Schedule B.] [Alternative 2 – Select Maturities Use Hold-the-Offering-Price Rule: The Underwriting Group offered the Hold-the-Offering-Price Maturities to the Public for purchase at the

respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Certificates is attached to this certificate as Schedule B.]

[Alternative 1 – All Maturities use Hold-the-Offering-Price Rule: As set forth in the Certificate Purchase Agreement, the members of the Underwriting Group have agreed in writing that, (i) the Senior Manager would retain the unsold Certificates of each Maturity and not allocate any such Certificates to any other Underwriter, (ii) for each Maturity of the Certificates, the Senior Manager would neither offer nor sell any of the unsold Certificates of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the offering-price rule"), and (iii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. The Senior Manager has not offered or sold any unsold Certificates of any Maturity of the Hold-the Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Certificates during the Holding Period. [Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule: As set forth in the Certificate Purchase Agreement, the members of the Underwriting Group have agreed in writing that, (i) the Senior Manager would retain the unsold Certificates of each Maturity of the Hold-the-Offering-Price Maturities and not allocate any such Certificates to any other Underwriter, (ii) for each Maturity of the Hold-the-Offering-Price Maturities, the Senior Manager would neither offer nor sell any of the unsold Certificates of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (iii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. The Senior Manager has not offered or sold any unsold Certificates of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Certificates during the Holding Period.]

3. Defined Terms.

General Rule Maturities means those Maturities of the Certificates listed in Schedule A hereto as the "General Rule Maturities."

[Hold-the-Offering-Price Maturities means those Maturities of the Certificates listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."]

[Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([SALE DATE], 2026), or (ii) the date on which the Underwriters have sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

Issuer means The School Board of Broward County, Florida.

Maturity means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate maturities.

Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter. A person is a "Related Party" to an Underwriter if the Underwriter and the person are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is **[**SALE DATE**]**, 2026.

Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Certificates to the Public).

4. Disclaimer.

The representations set forth in this certificate are limited to factual matters only. All terms not defined herein shall have the same meanings as in the Arbitrage and Tax Certificate with respect to the Certificates (the "*Tax Certificate*"), to which this Certificate is attached. Nothing in this certificate represents the Senior Manager's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder (collectively, the *"Code"*) and we make no warranty regarding the sufficiency of the foregoing representations for purposes of such provisions of the Code. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Certificates, and by Greenberg Traurig, P.A. and Edwards & Feanny, P.A., Co-Special Tax Counsel, in connection with rendering their opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice they may give to the Issuer from time to time relating to the Certificates. Notwithstanding the foregoing, we remind you that we are not accountants or actuaries, nor are we engaged in the practice of law. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the Underwriting Group.

[Remainder of page intentionally left blank]

Very truly yours,

J.P. MORGAN SECURITIES LLC, as Senior Manager (acting on behalf of itself and each of the other Underwriters)

BOFA SECURITIES, INC.
RAYMOND JAMES & ASSOCIATES, INC.

By:_____
T.J. Whitehouse, Executive Director

Dated: _____, 2026

SCHEDULE A
SALE PRICES OF THE SERIES 2026A CERTIFICATES

Date (July 1)	Principal Amount	Interest Rate	Yield	Price
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				

EXHIBIT D

FORM OF PRELIMINARY OFFERING STATEMENT

PRELIMINARY OFFERING STATEMENT DATED FEBRUARY __, 2026

NEW ISSUE - BOOK-ENTRY ONLY **RATINGS: See "RATINGS" herein**

In the opinion of Greenberg Traurig, P.A., and Edwards & Feanny, P.A., Co-Special Tax Counsel, assuming continuing compliance with certain tax covenants and the accuracy of certain representations and certifications of the School Board, under existing statutes, regulations, rulings and court decisions, the portion of the Basic Lease Payments designated and paid as interest to the Series 2026A Certificate holders will be excludable from gross income for federal income tax purposes; and further, the portion of the Basic Lease Payments designated and paid as interest to the Series 2026A Certificate holders will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code") on applicable corporations (as defined in Section 59(k) of the Code), the portion of the Basic Lease Payments designated and paid as interest to the owners of the Series 2026A Certificates is not excluded from the determination of adjusted financial statement income. No opinion is expressed with respect to the federal income tax consequences of any payments received with respect to the Series 2026A Certificates following termination of the Master Lease as a result of non-appropriation of funds or the occurrence of an event of default thereunder. See "TAX TREATMENT" herein for a description of certain other federal tax consequences of ownership of the Series 2026A Certificates. Co-Special Tax Counsel is further of the opinion that the Series 2026A Certificates and the portion of the Basic Lease Payments designated and paid as interest to the owners of the Series 2026A Certificates will not be subject to taxation under the laws of the State of Florida, except as to estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined therein; provided, however, that no opinion is expressed with respect to tax consequences under the laws of the State of Florida of any payments received with respect to the Series 2026A Certificates following termination of the Master Lease as a result of non-appropriation of funds or the occurrence of an event of default thereunder.

[SCHOOL DISTRICT LOGO]

$[PAR AMOUNT]*
CERTIFICATES OF PARTICIPATION, SERIES 2026A
Evidencing Undivided Proportionate Interests of the Owners Thereof in Basic Lease Payments to be made by
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, as Lessee, Pursuant to a Master Lease Purchase Agreement with Broward School Board Leasing Corp., as Lessor

Dated: Date of Delivery **Due: July 1, as shown on the inside cover**

The Certificates of Participation, Series 2026A (the "Series 2026A Certificates") offered hereby evidence undivided proportionate interests in a portion of the Basic Lease Payments (as defined herein) to be made by The School Board of Broward County, Florida (the "School Board"), acting as the governing body of the School District of Broward County, Florida (the "District"), pursuant to a Master Lease Purchase Agreement, dated as of July 1, 1990, as amended (the "Master Lease"), with the Broward School Board Leasing Corp. (the "Corporation"), as amended and supplemented by: (i) Schedule 2008A-1, as amended and restated as of [MONTH] 1, 2026 (together with the Master Lease, the "Series 2008A-1 Lease") and (ii) Schedule 2009A-1, as

amended and restated as of **[**MONTH**]** 1, 2026 (together with the Master Lease, the "Series 2009A-1 Lease") and (iii) Schedule 2009A-2, as amended and restated as of **[**MONTH**]** 1, 2026 (together with the Master Lease, the "Series 2009A-2 Lease," and collectively with the Series 2009A-1 Lease, the "Series 2009A Leases"), each providing for the lease purchase financing and refinancing of certain educational facilities by the School Board, as described herein. The Series 2008A-1 Lease and the Series 2009A Leases are collectively referred to herein as the "Transaction Leases."

The School Board and the Corporation have authorized certain amendments to Schedule 2008A-1 and Schedule 2009A-1 that will only become effective upon the receipt by the School Board of certain consents to such amendments, as described herein. By purchasing the Series 2026A Certificates, the initial holders of the Series 2026A Certificates shall be deemed to have consented to such amendments. See "AMENDMENTS TO CERTAIN OF THE TRANSACTION SCHEDULES" herein and "APPENDIX C - CERTAIN LEGAL DOCUMENTS – Form of Schedule 2008A-1" and "– Form of Schedule 2009A-1" hereto.

The Series 2026A Certificates are being issued as fully registered Certificates pursuant to the provisions of a Master Trust Agreement, dated as of July 1, 1990, as amended (the "Master Trust Agreement"), as supplemented by a Series 2026A Supplemental Trust Agreement, dated as of **[**MONTH**]** 1, 2026 (together with the Master Trust Agreement, the "Trust Agreement"), each between the Corporation and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as successor trustee (the "Trustee"). The interest portion of the Series 2026A Certificates is payable on July 1 and January 1 of each year, commencing **[**July 1, 2026**]** (each an "Interest Payment Date") by check or draft of the Trustee mailed to the Series 2026A Certificate owner of record at the address shown on the registration records maintained by the Trustee as of the fifteenth day of the month (whether or not a business day) next preceding each Interest Payment Date. The Series 2026A Certificates are being issued in denominations of $5,000 or any integral multiple thereof and will initially be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC"). Purchasers of the Series 2026A Certificates (the "Beneficial Owners") will not receive physical delivery of the Series 2026A Certificates. Ownership by the Beneficial Owners of the Series 2026A Certificates will be evidenced through a book-entry only system of registration. As long as Cede & Co. is the registered owner as nominee of DTC, payment of the principal portion and interest portion of the Basic Lease Payments represented by the Series 2026A Certificates will be made directly to Cede & Co., which will in turn remit such payments to the DTC Participants for subsequent disbursement to the Beneficial Owners. See "BOOK-ENTRY ONLY SYSTEM" herein.

The Series 2026A Certificates are not subject to optional prepayment prior to maturity**[**, but are subject to extraordinary prepayment prior to maturity, as described herein**]**. See "THE SERIES 2026A CERTIFICATES – Prepayment" herein.

THE SCHOOL BOARD IS NOT LEGALLY REQUIRED TO APPROPRIATE MONEYS TO MAKE LEASE PAYMENTS. LEASE PAYMENTS ARE PAYABLE FROM FUNDS APPROPRIATED BY THE SCHOOL BOARD FOR SUCH PURPOSE FROM CURRENT OR OTHER FUNDS AUTHORIZED BY LAW AND REGULATIONS OF THE STATE OF FLORIDA DEPARTMENT OF EDUCATION. NONE OF THE DISTRICT, THE SCHOOL BOARD, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS OBLIGATED TO PAY, EXCEPT FROM SCHOOL BOARD APPROPRIATED FUNDS, ANY SUMS DUE UNDER THE TRANSACTION LEASES FROM ANY SOURCE OF TAXATION, AND THE FULL FAITH AND CREDIT OF THE SCHOOL BOARD, THE DISTRICT, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION

OR AGENCY THEREOF IS NOT PLEDGED FOR PAYMENT OF SUCH SUMS DUE THEREUNDER, AND SUCH SUMS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE SCHOOL BOARD, THE DISTRICT, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISIONS OR LIMITATION. NONE OF THE CORPORATION, THE TRUSTEE OR ANY CERTIFICATE HOLDER MAY COMPEL THE LEVY OF ANY AD VALOREM TAXES BY THE SCHOOL BOARD, THE DISTRICT, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF TO PAY ANY SUMS, INCLUDING THE BASIC LEASE PAYMENTS, DUE UNDER THE TRANSACTION LEASES. SEE "RISK FACTORS" HEREIN.

SEE THE INSIDE COVER FOR CERTAIN ADDITIONAL INFORMATION RELATING TO THE TRANSACTION LEASES AND THE SERIES 2026A CERTIFICATES.

Based on market conditions in existence at the time of pricing, the School Board will determine whether or not to purchase insurance on all of the Series 2026A Certificates, some of the Series 2026A Certificates or none of the Series 2026A Certificates. In the event the School Board deems it in its best interest to insure all or a portion of the Series 2026A Certificates, the scheduled payment of the principal and interest represented by such insured Series 2026A Certificates when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the insured Series 2026A Certificates by [INSURER] ("[INSURER SHORT NAME]" or the "Insurer"). See "CERTIFICATE INSURANCE OPTION" herein.

[[INSURER SHORT NAME] Logo]

This cover page and the inside cover page contain certain information for quick reference only. They are not, and are not intended to be, a summary of the transaction. Investors must read the entire Offering Statement, including the appendices, to obtain information essential to the making of an informed investment decision.

The Series 2026A Certificates are offered when, as and if delivered and received by the Underwriters, subject to the approving legal opinion of Greenberg Traurig, P.A., Miami, Florida, and Edwards & Feanny, P.A., Miami, Florida, Co-Special Tax Counsel, and certain other conditions. Certain legal matters will be passed upon for the School Board by Nabors, Giblin & Nickerson, P.A., Tampa, Florida, and Law Offices Thomas H. Williams Jr., P.L., Miami, Florida, Co-Disclosure Counsel. Certain legal matters will be passed upon for the School Board and the Corporation by their Interim General Counsel, Kathelyn Jacques-Adams, Esquire. Greenberg Traurig, P.A., Tallahassee, Florida is serving as Counsel to the Underwriters. PFM Financial Advisors LLC, Orlando, Florida, is acting as Municipal Advisor to the District. It is expected that the Series 2026A Certificates will be available for delivery through the offices of DTC on or about [April 6, 2026].

J.P. Morgan

BofA Securities **Raymond James**

Dated: March __, 2026 **[DAC Logo]**

* Preliminary, subject to change.

ADDITIONAL INFORMATION

The Series 2026A Certificates are being issued to provide funds for the purposes of (i) providing funds**[**, together with other legally available funds,**]** sufficient to prepay **[**all or a portion**]** of the School Board's outstanding Certificates of Participation, Series 2016A and Certificates of Participation, Series 2016B maturing on and after July 1, 2027 and (ii) paying certain costs of issuance with respect to the Series 2026A Certificates.

The initial term of the Series 2008A-1 Lease commenced on June 19, 2008 and continued through and including June 30, 2008, has been automatically renewed annually to date and is automatically renewable annually through June 30, 2033, unless sooner terminated as described herein. The initial term of the Series 2009A-1 Lease commenced on June 18, 2009 and continued through and including June 30, 2009, has been automatically renewed annually to date and is automatically renewable annually through June 30, 2034, unless sooner terminated as described herein. The initial term of the Series 2009A-2 Lease commenced on June 18, 2009 and continued through and including June 30, 2009, has been automatically renewed annually to date and is automatically renewable annually through June 30, 2029, unless sooner terminated as described herein.

In addition to the Transaction Leases, the School Board (i) has heretofore entered into the Prior Leases (as defined herein) under the Master Lease, and (ii) expects to enter into other Leases under the Master Lease in the future. **For Fiscal Year 2025-26, of the District's [237] total operational schools, there are approximately [23] schools and [128] additions or renovations to schools and related improvements leased under the Master Lease. Based on the District's Pre-K through 12 pupil enrollment of approximately [194,425] students (excluding charter school enrollment and Family Empowerment Scholarship students) for Fiscal Year 2025-26, approximately [57]% of the District's students are attending classes in, or otherwise utilizing, Facilities leased under the Master Lease during the Fiscal Year ending June 30, 2026 (see "THE MASTER LEASE FACILITIES" and "THE REFINANCED FACILITIES" herein).** *To determine the above percentage, the number of students attending each facility was calculated as follows: for schools that are built and operating, the number of students for Fiscal Year 2025-26 was used; for the additions, the number of student stations attributable to each specific classroom or number of students served by such facility for Fiscal Year 2025-26 based on the type of school (elementary, middle or high) or facility (cafeteria, auditorium, gymnasium, etc.) was used. With respect to certain related facilities under the Master Lease (transportation facilities), no student stations were calculated as being attributable to such facilities; for schools or additions currently under construction, the number of student stations for each school or addition was used. Such figures do not include Facilities under the Master Lease which are not subject to surrender and disposition by the Trustee.* When the School Board appropriates Lease Payments for any of its Facilities leased under the Master Lease, it must appropriate Lease Payments for all other Facilities leased under the Master Lease. Failure to appropriate funds to pay Lease Payments under any such Lease, or an event of default under any such Lease, will result in the termination of all Leases, including the Transaction Leases. Upon such termination of all Leases, including the Transaction Leases, the School Board must surrender possession of the Refinanced Facilities (as defined herein), excluding certain designated Facilities and the Series 2009A-2 Facilities (as defined herein), to the Trustee for disposition by sale or re-letting of its interest in such Facilities. The proceeds of such disposition of the Series 2008A-1 Facilities leased under the Series 2008A-1 Lease (other than the Series 2008A-1 Comprehensive Needs Facilities (as defined herein) will

be applied to the payment of the Series 2026A Certificates allocable to the Series 2008A-1 Lease, equally and ratably with the Unrefunded Series 2016A Certificates (as defined herein), after payment of the expenses of the Trustee and then as described in the Series 2008A-1 Lease. In addition, holders of the Series 2026A Certificates will share in the proceeds of the disposition of the Series 2008A-1 Facilities (as defined herein) that are Overlapping Facilities (as defined herein) with holders of other Certificates representing an interest in such Overlapping Facilities upon termination of the Master Lease. The proceeds of the disposition of the Facilities leased under the Series 2009A-1 Lease (other than the Series 2009A-1 Comprehensive Needs Facilities (as defined herein)) will be applied to the payment of the Series 2026A Certificates allocable to the Series 2009A-1 Lease, equally and ratably with the Unrefunded Series 2016B Certificates (as defined herein) allocable to the Series 2009A-1 Lease and the Series 2017B Certificates (as defined herein) allocable to the Series 2009A-1 Lease, after payment of the expenses of the Trustee and then as described in the Series 2009A-1 Lease. In addition, holders of the Series 2026A Certificates will share in the proceeds of the disposition of the Series 2009A-1 Facilities (as defined herein) that are Overlapping Facilities with holders of other Certificates representing an interest in such Overlapping Facilities upon termination of the Master Lease. **The School Board may not be dispossessed of the Series 2008A-1 Comprehensive Needs Facilities, the Series 2009A-1 Comprehensive Needs Facilities, the Series 2009A-2 Facilities or any personal property refinanced, in whole or in part, with proceeds of Series 2026A Certificates. See "THE REFINANCED FACILITIES" herein.**

Co-Special Tax Counsel will express no opinion as to the tax exemption or the effect of securities laws with respect to the Series 2026A Certificates following an event of non-appropriation or certain events of default under the Master Lease which results in termination of the Lease Terms of the Transaction Leases. Transfers of the Series 2026A Certificates may be subject to compliance with the registration provisions of state and federal securities laws following an event of non-appropriation or certain events of default under the Master Lease which results in termination of the Lease Terms of all the Transaction Leases. See "TAX TREATMENT" and "RISK FACTORS" herein. A non-appropriation of funds or an event of default under the Master Lease which results in termination of the Lease Terms of the Transaction Leases will not result in termination of the municipal bond insurance policy, if any, issued with respect to the Series 2026A Certificates.

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS, PRICES AND INITIAL CUSIP NUMBERS

$[PAR AMOUNT][(1)] Serial Series 2026A Certificates

Maturity[(1)] (July 1)	Principal Amount[(1)]	Interest Rate	Yield	Price	Initial CUSIP No.[(2)]
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					

(1) Preliminary, subject to change.

(2) CUSIP is a registered trademark of American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, operated by S&P Global Market Intelligence, a division of S&P Global Inc. CUSIP data herein is provided for convenience of reference only. The School Board, the Municipal Advisor and the Underwriters and their agents take no responsibility for the accuracy of such data.

THE SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA

BOARD MEMBERS

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair
Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

DISTRICT OFFICIALS

Superintendent of Schools
Dr. Howard Hepburn

Chief Financial Officer
Romaneir Johnson

Treasurer
Ivan Perrone

Director of Capital Budget
Omar Shim

Interim General Counsel
Kathelyn Jacques-Adams

CO-SPECIAL TAX COUNSEL

Greenberg Traurig, P.A.
Miami, Florida

Edwards & Feanny, P.A.
Miami, Florida

CO-DISCLOSURE COUNSEL

Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

Law Offices Thomas H. Williams Jr., P.L.
Miami, Florida

MUNICIPAL ADVISOR

PFM Financial Advisors LLC
Orlando, Florida

No dealer, broker, salesman or other person has been authorized by the School Board or the Underwriters to give any information or to make any representations, other than those contained in this Offering Statement, in connection with the offering contained herein, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Offering Statement does not constitute an offer to sell or a solicitation of an offer to buy any securities, other than the securities offered hereby, or an offer or a solicitation of an offer of the securities offered hereby to any person in any jurisdiction where such offer or solicitation of such offer would be unlawful. The information set forth herein has been obtained from the District, the School Board, the Corporation, DTC**[**, the Insurer**]** and other sources which are believed to be reliable, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation of the District or the School Board with respect to information provided by DTC **[**or the Insurer**]**. The information and expressions of opinion stated herein are subject to change without notice, and neither the delivery of this Offering Statement nor any sale made hereunder under any circumstances, create any implication that there has been no change in the affairs of the District or the School Board since the date hereof.

The Underwriters have provided the following sentence for inclusion in this Offering Statement. The Underwriters have reviewed the information in this Offering Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

UPON ISSUANCE, THE SERIES 2026A CERTIFICATES WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER INDEPENDENT FEDERAL, STATE OR GOVERNMENTAL ENTITY OR AGENCY WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFERING STATEMENT OR APPROVED THE SERIES 2026A CERTIFICATES FOR SALE. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THIS OFFERING STATEMENT DOES NOT CONSTITUTE A CONTRACT BETWEEN THE SCHOOL BOARD OR THE DISTRICT AND ANY ONE OR MORE OF THE OWNERS OF THE SERIES 2026A CERTIFICATES.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS OFFERING STATEMENT, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED A DETERMINATION OF RELEVANCE, MATERIALITY OR IMPORTANCE, AND THIS OFFERING STATEMENT, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE CAPTIONS AND HEADINGS IN THIS OFFERING STATEMENT ARE FOR CONVENIENCE ONLY AND IN NO WAY DEFINE, LIMIT OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION, OF ANY PROVISIONS OR SECTIONS IN THIS OFFERING STATEMENT. THE OFFERING OF THE SERIES 2026A CERTIFICATES IS MADE ONLY BY MEANS OF THIS ENTIRE OFFERING STATEMENT.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFERING STATEMENT CONSTITUTE "FORWARD-LOOKING STATEMENTS." SUCH STATEMENTS GENERALLY ARE IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR OTHER SIMILAR

WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE SCHOOL BOARD DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS CHANGE OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

All summaries herein of documents and agreements are qualified in their entirety by reference to such documents and agreements, and all summaries herein of the Series 2026A Certificates are qualified in their entirety by reference to the form thereof included in the aforesaid documents and agreements.

THIS OFFERING STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN EITHER BOUND OR PRINTED FORMAT ("ORIGINAL BOUND FORMAT"), OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: WWW.MUNIOS.COM AND WWW.EMMA.MSRB.ORG. THIS OFFERING STATEMENT MAY BE RELIED ON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT, OR IF IT IS PRINTED OR SAVED IN FULL DIRECTLY FROM THE AFOREMENTIONED WEBSITES.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Offering Statement.

[[INSURER**]** ("**[**INSURER SHORT NAME**]**" or the "Insurer") makes no representation regarding the Series 2026A Certificates or the advisability of investing in the Series 2026A Certificates. In addition, **[**INSURER SHORT NAME**]** has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Offering Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding **[**INSURER SHORT NAME**]**, supplied by **[**INSURER SHORT NAME**]** and presented under the heading "CERTIFICATE INSURANCE OPTION" and "APPENDIX F - SPECIMEN MUNICIPAL BOND INSURANCE POLICY."**]**

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OFFERING STATEMENT

$[PAR AMOUNT]*
CERTIFICATES OF PARTICIPATION, SERIES 2026A
Evidencing Undivided Proportionate Interests of the
Owners Thereof in Basic Lease Payments to be made by
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
as Lessee, Pursuant to a Master Lease Purchase Agreement
with Broward School Board Leasing Corp., as Lessor

INTRODUCTION

This Offering Statement, including the cover page, the inside cover page and appendices hereto, is provided to furnish information in connection with the sale and delivery of $[PAR AMOUNT]* aggregate principal amount of Certificates of Participation, Series 2026A (the "Series 2026A Certificates").

The Series 2026A Certificates evidence undivided proportionate interests of the owners thereof in a portion of the Basic Lease Payments to be made by The School Board of Broward County, Florida (the "School Board") under the Transaction Leases (as defined herein). The Series 2026A Certificates are being executed and delivered pursuant to a Master Trust Agreement, dated as of July 1, 1990, as amended (the "Master Trust"), as supplemented by a Series 2026A Supplemental Trust Agreement, dated as of [MONTH] 1, 2026 (the "Series 2026A Supplemental Trust Agreement," and together with the Master Trust Agreement, the "Trust Agreement"), each between the Broward School Board Leasing Corp., a Florida not-for-profit corporation (the "Corporation"), and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as successor trustee (the "Trustee").

The School Board, as the governing body of the School District of Broward County, Florida (the "District"), entered into a Master Lease Purchase Agreement, dated as of July 1, 1990, as amended, particularly as amended by an Amendment to Master Lease Purchase Agreement, dated as of May 19, 2020 (the "Master Lease") between the Corporation, as lessor, and the School Board, as lessee, for the purpose of providing for the lease-purchase financing and refinancing from time to time of certain educational facilities, sites and equipment (the "Facilities") from the Corporation. Facilities to be leased from time to time are identified on separate schedules (each a "Schedule") attached to the Master Lease. Upon execution and delivery thereof, each Schedule, together with the provisions of the Master Lease, will constitute a separate lease agreement (individually a "Lease" and collectively the "Leases"). Generally, the Facilities subject to each such Lease are financed or refinanced with separate Series of Certificates. However, certain Facilities (the "Overlapping Facilities") are financed or refinanced by more than one Series of Certificates. See "THE REFINANCED FACILITIES – Overlapping Facilities" herein.

[The School Board and the Corporation have authorized certain amendments to Schedule 2008A-1 and Schedule 2009A-1 (each as defined herein) that will only become effective upon the receipt by the School Board of certain consents to such amendments, as described herein. By

* Preliminary, subject to change.

purchasing the Series 2026A Certificates, the initial holders of the Series 2026A Certificates shall be deemed to have consented to such amendments. See "AMENDMENTS TO CERTAIN OF THE TRANSACTION SCHEDULES" herein and "APPENDIX C - CERTAIN LEGAL DOCUMENTS - Form of Schedule 2008A-1" and "Form of Schedule 2009A-1" hereto.**]**

The following table provides a summary of the Leases expected to be in effect following delivery of the Series 2026A Certificates, the designation of the Facilities being lease-purchased by the School Board under each Lease, the related Series of Certificates, the final term of each Lease and the outstanding principal amount of each such related Series of Certificates.

Lease	Related Facilities	Related Series of Certificates	Final Lease Date	Principal Amount Outstanding Immediately Following Issuance of the Series 2026A Certificates
Series 2001A-1	Series 2001A-1	Series 2017C Certificates	June 30, 2026	$ 39,190,000[(1)]
Series 2001B-1	Series 2001B-1	Series 2017C Certificates	June 30, 2026	24,275,000[(1)]
Series 2003A-1	Series 2003A-1	Series 2022A Certificates	June 30, 2028	45,945,000
Series 2003A-2	Series 2003A-2			
Series 2004-1	Series 2004-1	Series 2019A Certificates	June 30, 2029	101,545,000
Series 2005A-1	Series 2005A-1	Series 2025A Certificates	June 30, 2031	43,650,000[(2)]
Series 2006-1	Series 2006-1	Series 2019B Certificates	June 30, 2031	65,085,000
		Series 2025A Certificates		67,400,000[(2)]
Series 2007A-1	Series 2007A-1	Series 2025A Certificates	June 30, 2032	96,370,000[(2)]
Series 2008A-1	Series 2008A-1	Series 2026A Certificates	June 30, 2033	[(3)]
		Unrefunded Series 2016A Certificates		12,940,000[(4)]
Series 2009A-1	Series 2009A-1	Series 2026A Certificates	June 30, 2034	[(3)]
		Unrefunded Series 2016B Certificates		[(4)]
		Series 2017B Certificates		
Series 2009A-2	Series 2009A-2	Series 2026A Certificates	June 30, 2029	[(3)]
		Unrefunded Series 2016B Certificates		[(4)]
		Series 2017B Certificates		
Series 2010A[(5)]	Series 2010A	Series 2010A Certificates (QSCB)	June 30, 2027	15,493,500
Series 2020A-1	Series 2020A-1	Series 2020A Certificates	June 30, 2034	202,590,000
Series 2020A-2	Series 2020A-2		June 30, 2031	
Series 2022B-1	Series 2022B-1	Series 2022B Certificates	June 30, 2036	151,260,000
Series 2022B-2	Series 2022B-2		June 30, 2035	
			Total	$

Source: The District.

(1) The listed principal amounts represent the approximate principal portion of the Series 2017C Certificates allocated among the Series 2001A-1 Lease and the Series 2001B-1 Lease.

(2) The listed principal amounts represent the approximate principal portion of the Series 2025A Certificates allocated among the Series 2005A-1 Lease, the Series 2006-1 Lease and the Series 2007A-1 Lease.

(3) Preliminary, subject to change. Assumes the refunding of the Refunded Certificates (as defined herein) with proceeds of the Series 2026A Certificates. The listed principal amounts represent the approximate principal portion of the Series 2026A Certificates allocated among the Transaction Leases (as defined herein). See "PLAN OF REFUNDING" herein.

(4) Preliminary, subject to change. Represents the Series 2016A Certificates and Series 2016B Certificates maturing on July 1, 2026. The listed principal amounts of the Unrefunded Series 2016B Certificates represent the approximate principal portion of the Unrefunded Series 2016B Certificates allocated to the Series 2009A-1 Lease and Series 2009A-2 Lease. See "PLAN OF REFUNDING" herein.

(5) The School Board designated the Series 2010A Lease as "qualified school construction bonds" pursuant to Section 54F of the Internal Revenue Code of 1986, as amended (the "Code"). Pursuant to Section 6431 of the Code, the School Board made an election to qualify to receive federal subsidy payments from the United States Treasury pursuant to Section 6431(f) of the Code (the "Interest Subsidy") on each interest payment date for the Series 2010A Certificates (QSCB). The expected Interest Subsidy will be in an amount equal to the lesser of the applicable amount of interest payable with respect to the Series 2010A Certificates (QSCB) on such date or the applicable amount of interest which would have been payable with respect to the Series 2010A Certificates (QSCB) if the interest were determined at the applicable tax credit rate for the Series 2010A Certificates (QSCB) pursuant to Section 54A(b)(3) of the Code. See "RISK FACTORS - Effect of Sequestration on Lease Payments" herein.

The Series 2010A Certificates (QSCB), the Series 2017B Certificates, the Series 2017C Certificates, the Series 2019A Certificates, the Series 2019B Certificates, the Series 2020A Certificates, the Series 2022A Certificates, the Series 2022B Certificates and the Series 2025A Certificates are collectively referred to herein as the "Prior Certificates." The Series 2001A-1 Lease, the Series 2001B-1 Lease, the Series 2003A-1 Lease, the Series 2003A-2 Lease, the Series 2004-1 Lease, the Series 2005A-1 Lease, the Series 2006-1 Lease, the Series 2007A-1 Lease, the Series 2010A Lease, the Series 2020A-1 Lease, the Series 2020A-2 Lease, the Series 2022B-1 Lease and the Series 2022B-2 Lease are collectively referred to herein as the "Prior Leases." In addition to the Prior Leases and the Transaction Leases the School Board may authorize other Leases in the future. See "THE MASTER LEASE FACILITIES," "THE PRIOR FACILITIES" and "THE MASTER LEASE PROGRAM" herein.

Pursuant to the applicable provisions of Florida law, including particularly Chapters 1000-1013, Florida Statutes, and a Resolution adopted by the School Board on **[**February 10**]**, 2026, the School Board has authorized the execution and delivery of (i) Schedule 2008A-1, as amended and restated as of **[**MONTH**]** 1, 2026 (together with the Master Lease, the "Series 2008A-1 Lease"), (ii) Schedule 2009A-1, as amended and restated as of **[**MONTH**]** 1, 2026 (together with the Master Lease, the "Series 2009A-1 Lease") and (iii) Schedule 2009A-2, as amended and restated as of **[**MONTH**]** 1, 2026 (together with the Master Lease, the Series 2009A-2 Lease," and collectively with the Series 2009A-1 Lease, the "Series 2009A Leases"), which leases provide for the lease purchase refinancing of certain educational facilities by the School Board. Schedule 2008A-1, Schedule 2009A-1 and Schedule 2009A-2 are collectively referred to herein as the "Transaction Schedules." The Series 2008A-1 Lease and the Series 2009A Leases are collectively referred to herein as the "Transaction Leases." See "THE TRANSACTION LEASES" herein.

The initial term of the Series 2008A-1 Lease commenced on June 19, 2008 and continued through and including June 30, 2008, has been automatically renewed annually to date and is automatically renewable annually through June 30, 2033, unless sooner terminated as described herein. Subject to the Board's right to substitute facilities, the Facilities being lease purchased under the Series 2008A-1 Lease includes two elementary schools, an education center and additions to 14 schools (collectively, the "Series 2008A-1 Facilities") and comprehensive needs at various schools in the District (the "Series 2008A-1 Comprehensive Needs Facilities"). Certain of the Series 2008A-1 Facilities constitute Overlapping Facilities, as more particularly described in the Series 2008A-1 Lease. See "THE REFINANCED FACILITIES – The Series 2008A-1 Facilities" herein.

The initial term of the Series 2009A-1 Lease commenced on June 18, 2009 and continued through and including June 30, 2009, has been automatically renewed annually to date and is automatically renewable annually through June 30, 2034, unless sooner terminated as described herein. Subject to the Board's right to substitute facilities, the Facilities being lease purchased under the Series 2009A-1 Lease includes additions to nine schools (the "Series 2009A-1 Facilities") and comprehensive needs at various schools in the District (the "Series 2009A-1 Comprehensive Needs Facilities"). Certain of the Series 2009A-1 Facilities constitute Overlapping Facilities, as more particularly described in the Series 2009A-1 Lease. See "THE REFINANCED FACILITIES – The Series 2009A-1 Facilities" herein.

The initial term of the Series 2009A-2 Lease commenced on June 18, 2009 and continued through and including June 30, 2009, has been automatically renewed annually to date and is automatically renewable annually through June 30, 2029, unless sooner terminated as described herein. Subject to the Board's right to substitute facilities, the Facilities being lease purchased under the Series 2009A-2 Lease include District-wide ADA improvements, Enterprise Resource Planning system, roofing/hurricane repairs, ITV towers, indoor environmental quality improvements, modular buildings/relocatables and a regional athletic facility (collectively, the "Series 2009A-2 Facilities," and together with the Series 2009A-1 Facilities, the "Series 2009A Facilities"). The Series 2008A-1 Facilities and Series 2009A Facilities are collectively referred herein as the "Refinanced Facilities." See "THE REFINANCED FACILITIES – The Series 2009A-2 Facilities" herein.

The School Board currently holds title to all of the sites on which the Series 2008A-1 Facilities are located (the "Series 2008A-1 Facility Sites"). Pursuant to the Series 2008A Ground Lease, dated as of June 1, 2008, as amended (the "Series 2008A Ground Lease"), the School Board is leasing the Series 2008A-1 Facility Sites to the Corporation for an initial term which commenced on June 19, 2008 and ends on July 1, 2038, subject to Permitted Encumbrances (as defined in the Series 2008A Ground Lease), and subject to earlier termination or extension as set forth therein. See "APPENDIX C - CERTAIN LEGAL DOCUMENTS - Series 2008A Ground Lease" hereto.

The School Board currently holds title to all of the sites on which the Series 2009A-1 Facilities are located (the "Series 2009A-1 Facility Sites"). Pursuant to the Series 2009A Ground Lease, dated as of June 1, 2009, as amended (the "Series 2009A Ground Lease," and together with Series 2008A Ground Lease, the "Transaction Ground Leases"), the School Board is leasing the Series 2009A-1 Facility Sites to the Corporation for an initial term which commenced on June 18, 2009 and ends on July 1, 2039, subject to Permitted Encumbrances (as defined in the Series 2009A Ground Lease), and subject to earlier termination or extension as set forth therein. See "APPENDIX C - CERTAIN LEGAL DOCUMENTS - Series 2009A Ground Lease" hereto.

Pursuant to the Series 2008A Assignment Agreement, dated as of June 1, 2008 (the "Series 2008A Assignment"), between the Corporation and the Trustee, the Corporation has irrevocably assigned to the Trustee for the benefit of the owners of the Series 2026A Certificates and any other Certificates representing an undivided proportionate interest in a portion of the Basic Lease Payments payable under the Series 2008A-1 Lease substantially all of its right, title and interest in and to the Series 2008A Ground Lease and the Series 2008A-1 Lease including the right to receive the Basic Lease Payments and all other amounts due under the Series 2008A-1 Lease, as herein described. See "APPENDIX C - CERTAIN LEGAL DOCUMENTS - Series 2008A Assignment" hereto.

Pursuant to the Series 2009A Assignment Agreement, dated as of June 1, 2009 (the "Series 2009A Assignment," and together with the Series 2008A Assignment, the "Transaction Assignments), between the Corporation and the Trustee, the Corporation has irrevocably assigned to the Trustee for the benefit of the owners of the Series 2026A Certificates and any other Certificates representing an undivided proportionate interest in a portion of the Basic Lease Payments payable under the Series 2009A Leases substantially all of its right, title and interest in and to the Series 2009A Ground Lease and the Series 2009A Leases including the right to receive the Basic Lease Payments and all other amounts due under the Series 2009A Leases, as herein

described. See "APPENDIX C - CERTAIN LEGAL DOCUMENTS - Series 2009A Assignment" hereto.

Based on market conditions in existence at the time of pricing, the School Board will determine whether or not to purchase insurance on all of the Series 2026A Certificates, some of the Series 2026A Certificates or none of the Series 2026A Certificates. In the event the School Board deems it in its best interest to insure all or a portion of the Series 2026A Certificates, the scheduled payment of the principal and interest represented by such insured Series 2026A Certificates when due will be guaranteed under a municipal bond insurance policy (the "Policy") to be issued concurrently with the delivery of the Series 2026A Certificates by **[**INSURER**]** ("**[**INSURER SHORT NAME**]**" or the "Insurer" or the "Credit Enhancer"). See "CERTIFICATE INSURANCE OPTION" and "CERTIFICATE INSURANCE RISK FACTORS" herein.

Brief descriptions of the School Board, the District, the Corporation and the Refinanced Facilities are included in this Offering Statement together with summaries of certain provisions of the Series 2026A Certificates, the Master Lease, the Transaction Leases, the Trust Agreement, the Transaction Ground Leases and the Transaction Assignments. Such descriptions and summaries do not purport to be comprehensive or definitive. All references herein to the Master Lease, the Transaction Leases, the Trust Agreement, the Transaction Ground Leases and the Transaction Assignments are qualified in their entirety by reference to the respective complete documents. Copies of the documents may be obtained upon written request and payment of the costs of duplication to the Trustee at U.S. Bank Trust Company, National Association, 500 West Cypress Creek Road, Suite 460, Fort Lauderdale, Florida 33309, Attention: Corporate Trust Department. Capitalized terms used herein and not otherwise defined will have the meanings given them in "APPENDIX C - CERTAIN LEGAL DOCUMENTS" hereto.

PURPOSE OF THE SERIES 2026A CERTIFICATES

The Series 2026A Certificates are being issued for the purpose of providing funds, together with other legally available funds, sufficient to (i) refund, on a current basis, **[**all or a portion**]** of the School Board's outstanding Certificates of Participation, Series 2016A (the "Series 2016A Certificates") maturing on and after July 1, 2027 (the "Refunded Series 2016A Certificates") and thereby refinance a portion of the costs of the Series 2008A-1 Facilities, (ii) refund, on a current basis, **[**all or a portion**]** of the School Board's outstanding Certificates of Participation, Series 2016B (the "Series 2016B Certificates") maturing on and after July 1, 2027 (the "Refunded Series 2016B Certificates," and together with the Refunded Series 2016A Certificates, the "Refunded Certificates") and thereby refinance a portion of the cost of acquisition and construction of the Series 2009A Facilities and (iii) pay costs associated with the issuance of the Series 2026A Certificates**[**, including the Policy premium, if any**]**. **[**The Series 2016A Certificates maturing on July 1, 2026 will not be refunded with proceeds of the Series 2026A Certificates and, together with the Series 2016A Certificates maturing on and after July 1, 2027, if any, not refunded with proceeds of the Series 2026A Certificates, are referred to herein as the "Unrefunded Series 2016A Certificates." The Series 2016B Certificates maturing on July 1, 2026 will not be refunded with proceeds of the Series 2026A Certificates and, together with the Series 2016B Certificates maturing on and after July 1, 2027, if any, not refunded with proceeds of the Series 2026A

Certificates, are referred to herein as the "Unrefunded Series 2016B Certificates."**]** See "THE PLAN OF REFUNDING" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

THE PLAN OF REFUNDING

The Series 2026A Certificates are being issued in order to provide the funds, together with other legally available funds, necessary to refund, on a current basis, the Refunded Certificates and thereby refinance a portion of the costs of the Refinanced Facilities. The Refunded Certificates are subject to prepayment on July 1, 2026, at a price equal to the par amount of the Refunded Certificates, plus accrued interest to the prepayment date.

Upon the issuance of the Series 2026A Certificates, a portion of the proceeds of the Series 2026A Certificates**[**, together with other legally available funds,**]** will be deposited in separate escrow deposit trust funds created pursuant to a Series 2026A Escrow Deposit Agreement by and between the School Board and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as Escrow Agent (the "Escrow Deposit Agreement"), and such proceeds **[**and other monies**]** will be applied to the purchase of certain United States Treasury obligations (the "Escrow Securities") which, together with the interest earnings thereon and cash deposit therein, will be sufficient to pay the Basic Lease Payments represented by the Refunded Certificates to their date of prepayment. Co-Special Tax Counsel will render their opinions to the effect that, assuming the deposit and application of the Escrow Securities and uninvested cash in accordance with the terms of the Escrow Deposit Agreement provision having been made for the payment of the Basic Lease Payments represented by the Refunded Certificates, the Refunded Certificates will be deemed to be paid and the obligations under the applicable Transaction Leases to pay Basic Lease Payments as represented by the Refunded Certificates will have been released and discharged with respect to the Refunded Certificates. Such opinions will be rendered in reliance upon the verification report of **[**VERIFICATION AGENT**]** described herein under the heading "VERIFICATION OF MATHEMATICAL COMPUTATIONS" herein.

THE SERIES 2026A CERTIFICATES

General

The Series 2026A Certificates will be dated the date of delivery, will mature in the years and principal amounts and accrue interest at the interest rates set forth on the inside cover page of this Offering Statement. The Series 2026A Certificates will initially be issued exclusively in "book-entry" form and ownership of one fully registered Series 2026A Certificate for each maturity as set forth on the inside cover page, each in the aggregate principal amount of such maturity and registered in the name of "Cede & Co." as nominee of DTC. The principal portion and interest portion of Basic Lease Payments represented by the Series 2026A Certificates are payable in the manner set forth under "THE SERIES 2026A CERTIFICATES - Book-Entry Only System" herein. Individual purchases of the Series 2026A Certificates will be made in increments of $5,000 or integral multiples thereof.

The principal portion due on the Series 2026A Certificates payable at maturity represents undivided proportionate interests in the principal portion of the Basic Lease Payments due on each

of the dates set forth in (i) the Series 2008A-1 Lease, equally and ratably with the Unrefunded Series 2016A Certificates and (ii) the Series 2009A Leases, equally and ratably with the Unrefunded Series 2016B Certificates and the Series 2017B Certificates allocable to the Series 2009A Leases. The interest portion due on the Series 2026A Certificates is payable on each July 1 and January 1 (each an "Interest Payment Date"), commencing **[**July 1, 2026**]**, to and including the date of maturity thereof. Such interest portion represents undivided proportionate interests in the interest portion of Basic Lease Payments due on the June 15 and December 15 prior to each Interest Payment Date, commencing **[**June 15**]**, 2026, to and including the maturity of the Series 2026A Certificates, under the Transaction Leases.

The interest portion of the Basic Lease Payments represented by the Series 2026A Certificates will be computed on the basis of a 360-day year based on twelve 30-day months. The principal portion of the Series 2026A Certificates is payable to the registered owner upon presentation at the designated corporate trust office of the Trustee. Except as otherwise provided in connection with the maintenance of a book-entry only system of registration of the Series 2026A Certificates, the interest portion of the Basic Lease Payments represented by the Series 2026A Certificates is payable to the registered owner at the address shown on the registration books maintained by the Trustee as of the 15th day of the month (whether or not a business day) preceding the Interest Payment Date or at the prior written request and expense of any registered owner of at least $1,000,000 in aggregate principal amount of Series 2026A Certificates by bank wire transfer to a bank account in the United States designated in writing prior to the fifteenth day of the month next preceding each Interest Payment Date. Notwithstanding the above, reference is made to the book-entry system of registration described under "BOOK-ENTRY ONLY SYSTEM" below.

Prepayment

No Optional Prepayment. The Series 2026A Certificates are not subject to prepayment prior to maturity at the option of the School Board.

Extraordinary Prepayment. The Series 2026A Certificates shall be subject to prepayment in the event any or all of the Transaction Leases terminate prior to payment in full of all of the Basic Lease Payments due thereunder to the extent the Trustee has moneys available for such purposes pursuant to the Trust Agreement and the Transaction Leases, to the extent and subject to the limitations provided in the Transaction Leases.

No Extraordinary Prepayment in the Event of Damage, Destruction or Condemnation of the Refinanced Facilities. The Series 2026A Certificates are **not** subject to extraordinary prepayment prior to maturity in the event of damage, destruction or condemnation of any of the Refinanced Facilities. See "THE TRANSACTION LEASES - Lease Payments" herein for information regarding the required use of any insurance or condemnation proceeds related to the Refinanced Facilities allocated to the Series 2026A Certificates in the event of damage, destruction or condemnation of such Refinanced Facilities.

Selection of Series 2026A Certificates for Prepayment. If less than all of the Series 2026A Certificates are called for prepayment, the particular Series 2026A Certificates, or portions thereof to be prepaid will be in multiples of $5,000 and, except as otherwise provided in the Trust Agreement, the maturity of the Series 2026A Certificates to be prepaid will be determined by the Trustee. If less than all of the Series 2026A Certificates of like maturity are called for prepayment,

the particular Series 2026A Certificates or portions thereof to be prepaid will be selected by lot by the Trustee in such manner as the Trustee deems fair and appropriate. The portion of any Series 2026A Certificate of a denomination of more than $5,000 to be prepaid will be in the principal amount of $5,000 or an integral multiple thereof, and, in selecting portions of such Series 2026A Certificates for prepayment, the Trustee will treat each such Series 2026A Certificate as representing that number of Series 2026A Certificates in $5,000 denominations which is obtained by dividing the principal amount of such Series 2026A Certificate to be prepaid in part by $5,000.

DTC Procedures. Investors should note that while DTC is the registered owner of the Series 2026A Certificates, partial prepayments of the Series 2026A Certificates will be determined in accordance with DTC's procedures. The School Board intends that prepayment allocations made by DTC, the DTC Participants or such other intermediaries that may exist between the School Board and the Beneficial Owners of the Series 2026A Certificates be made in accordance with the method of selection of Series 2026A Certificates for a partial prepayment described above. However, the selection of the Series 2026A Certificates for prepayment in DTC's book-entry only system is subject to DTC's practices and procedures as in effect at the time of any such partial prepayment. The School Board can provide no assurance that DTC or the DTC Participants or any other intermediaries will allocate prepayments among Beneficial Owners in accordance with the method of selection of Series 2026A Certificates for a partial prepayment described above.

Notice of Prepayment. So long as the Series 2026A Certificates are issued in book-entry-only form, notice of prepayment will be mailed, postage prepaid (not less than five days before the Prepayment Date in the case of extraordinary prepayment resulting from termination of the Transaction Leases as a result of non-appropriation or default by the School Board, unless a different notice period is required by DTC) to Cede & Co., as nominee for DTC, and the Trustee will not mail any prepayment notice directly to the Beneficial Owners of the Series 2026A Certificates. See "BOOK-ENTRY ONLY SYSTEM" herein.

Effect of Prepayment. If, on the Prepayment Date, moneys for the payment of the Prepayment Price of the Series 2026A Certificates or portions thereof to be prepaid are held by the Trustee and available therefor on the Prepayment Date and if notice of prepayment has been given as required, then from and after the Prepayment Date, the interest represented by the Series 2026A Certificates or the portion thereof called for prepayment will cease to accrue. If such moneys are not available on the Prepayment Date, the principal represented by such Series 2026A Certificates or portions thereof will continue to bear interest until paid at the same rate as would have accrued had it not been called for prepayment.

BOOK-ENTRY ONLY SYSTEM

THE FOLLOWING INFORMATION CONCERNING DTC AND DTC'S BOOK-ENTRY ONLY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE BOARD BELIEVES TO BE RELIABLE, BUT THE BOARD TAKES NO RESPONSIBILITY FOR THE ACCURACY THEREOF.

DTC will act as securities depository for the Series 2026A Certificates. The Series 2026A Certificates will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized

representative of DTC. One fully-registered bond certificate will be issued for each maturity of the Series 2026A Certificates, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2026A Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2026A Certificates on DTC's records. The ownership interest of each actual purchaser of each Series 2026A Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2026A Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2026A Certificates, except in the event that use of the book-entry system for the Series 2026A Certificates is discontinued.

To facilitate subsequent transfers, all Series 2026A Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2026A Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2026A Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2026A Certificates are credited, which

may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping an account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements made among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2026A Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2026A Certificates, such as defaults, and proposed amendments to the Series 2026A documents. For example, Beneficial Owners of Series 2026A Certificates may wish to ascertain that the nominee holding the Series 2026A Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2026A Certificates unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Board as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2026A Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Distributions and payments on the Series 2026A Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the Board or the Trustee on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the Board, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of distributions, and payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Board and/or the Trustee for the Series 2026A Certificates. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of the Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2026A Certificates at any time by giving reasonable notice to the Board or its agent. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2026A Certificates are required to be printed and delivered.

The Board may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2026A Certificates will be printed and delivered to DTC.

SECURITY FOR THE SERIES 2026A CERTIFICATES

General

The Series 2026A Certificates evidence undivided proportionate interests in the Basic Lease Payments to be made under (i) the Series 2008A-1 Lease, equally and ratably with the Unrefunded Series 2016A Certificates and (ii) the Series 2009A Leases, equally and ratably with the Unrefunded Series 2016B Certificates and the Series 2017B Certificates allocable to the Series 2009A Leases, to and including the maturity of such Series 2026A Certificates. The Series 2026A Certificates are secured by and payable from the Trust Estate established pursuant to the Trust Agreement (the "Trust Estate"). The Trust Estate consists of all the estate, right, title and interest of the Trustee in and to the Basic Lease Payments under the Transaction Leases allocable to the Series 2026A Certificates and the Transaction Assignments, and all amounts held in the funds and accounts under the Trust Agreement, in accordance with the provisions of the Transaction Leases and the Trust Agreement, including investment earnings thereon, and any and all moneys received by the Trustee pursuant to the Transaction Leases and the Trust Agreement allocable to the Series 2026A Certificates which are not required to be remitted to the School Board, the Corporation or the Trustee pursuant to the Transaction Leases or the Trust Agreement.

Neither the Corporation nor the School Board will mortgage or grant a security interest in their respective interests in the Refinanced Facilities to the Trustee. Upon termination of the Transaction Leases in the case of an event of non-appropriation or in the case of certain events of default, the Transaction Leases provide that the School Board must surrender possession of the Refinanced Facilities (excluding the Series 2008A-1 Comprehensive Needs Facilities, the Series 2009A-1 Comprehensive Needs Facilities and the Series 2009A-2 Facilities) to the Trustee as assignee of the Corporation for disposition by sale or re-letting of its interest in such Refinanced Facilities as provided in the Trust Agreement. Any proceeds of the disposition of the Refinanced Facilities (other than the Series 2008A-1 Comprehensive Needs Facilities, the Series 2009A-1 Comprehensive Needs Facilities and the Series 2009A-2 Facilities) leased under (i) the Series 2008A-1 Lease will be applied to the payment of the Series 2026A Certificates allocable to the Series 2008A-1 Lease, equally and ratably with the Unrefunded Series 2016A Certificates (and in the case of disposition of the Overlapping Facilities subject to the Series 2008A-1 Lease, with holders of other Certificates representing an interest therein), after payment of the expenses of the Trustee and then as described in the Series 2008A-1 Lease and (ii) the Series 2009A-1 Lease will be applied to the payment of the Series 2026A Certificates allocable to the Series 2009A-1 Lease, equally and ratably with the Unrefunded Series 2016B Certificates allocable to the Series 2009A-1 Lease and the Series 2017B Certificates allocable to the Series 2009A-1 Lease (and in the case of disposition of the Overlapping Facilities subject to the Series 2009A-1 Lease, with holders of other Certificates representing an interest therein), after payment of the expenses of the Trustee and then as described in the Series 2009A-1 Lease. The School Board may not be dispossessed of the Series 2008A-1 Comprehensive Needs Facilities, the Series 2009A-1 Comprehensive Needs Facilities, the Series 2009A-2 Facilities or any personal property refinanced, in whole or in part, with proceeds of Series 2026A Certificates. See "THE REFINANCED FACILITIES" herein for a description of the Refinanced Facilities (including the Overlapping Facilities) against which the Trustee may exercise rights on behalf of the Owners of the Series 2026A Certificates. See also "THE TRANSACTION LEASES - Effect of Termination for Non-Appropriation or Default" herein.

Lease Payments

All Lease Payments and all other amounts required to be paid by the School Board under the Transaction Leases, the Prior Leases and all other Leases will be made from funds authorized by law and regulations of the State of Florida Department of Education to be used for such purpose and budgeted and appropriated for such purpose by the School Board. Revenues available to the District for operational purposes and for capital projects such as the Refinanced Facilities are described under "OPERATING REVENUES OF THE DISTRICT" and "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS" herein. Such revenues are also used to pay other outstanding obligations of the District.

The Master Trust Agreement, as supplemented by the Series 2008A Supplemental Trust Agreement, dated as of June 1, 2008, provides for the establishment and maintenance of a Series 2008A Lease Payment Account for deposit of Basic Lease Payments appropriated and paid under the Series 2008A-1 Lease. The Master Trust Agreement, as supplemented by the Series 2009A Supplemental Trust Agreement, dated as of June 1, 2009, provides for the establishment and maintenance of a Series 2009A Lease Payment Account for deposit of Basic Lease Payments appropriated and paid under the Series 2009A Leases. Separate Lease Payment Accounts are established for each new group of Facilities to be financed by a Series of Certificates issued under the Trust Agreement. Lease Payments due under the schedules to the Master Lease are subject to annual appropriation by the School Board on an all-or-none basis and are payable solely from legally available funds appropriated by the School Board for such purposes; provided that Lease Payments with respect to a particular schedule and Series of Certificates may be additionally and separately secured by a Credit Facility. Such additional Facilities may be financed through the sale of additional Series of Certificates under the Trust Agreement. THE SCHOOL BOARD MAY NOT BUDGET AND APPROPRIATE LEASE PAYMENTS DUE FOR A PORTION OF THE FACILITIES LEASED UNDER THE MASTER LEASE; IT MUST BUDGET AND APPROPRIATE LEASE PAYMENTS FOR ALL PROJECTS OR NONE OF THEM. THERE CAN BE NO ASSURANCE THAT SUFFICIENT FUNDS WILL BE APPROPRIATED OR OTHERWISE BE MADE AVAILABLE TO MAKE ALL OF THE LEASE PAYMENTS DUE UNDER THE MASTER LEASE.

Limited Obligation of the School Board

THE SCHOOL BOARD IS NOT LEGALLY REQUIRED TO APPROPRIATE MONEYS TO MAKE LEASE PAYMENTS. LEASE PAYMENTS ARE PAYABLE FROM FUNDS APPROPRIATED BY THE SCHOOL BOARD FOR SUCH PURPOSE FROM CURRENT OR OTHER FUNDS AUTHORIZED BY LAW AND REGULATIONS OF THE STATE OF FLORIDA DEPARTMENT OF EDUCATION. NONE OF THE DISTRICT, THE SCHOOL BOARD, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS OBLIGATED TO PAY, EXCEPT FROM SCHOOL BOARD APPROPRIATED FUNDS, ANY SUMS DUE UNDER THE TRANSACTION LEASES FROM ANY SOURCE OF TAXATION, AND THE FULL FAITH AND CREDIT OF THE SCHOOL BOARD, THE DISTRICT, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS NOT PLEDGED FOR PAYMENT OF SUCH SUMS DUE THEREUNDER, AND SUCH SUMS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE SCHOOL BOARD, THE DISTRICT, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY

CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NONE OF THE CORPORATION, THE TRUSTEE OR ANY CERTIFICATE HOLDER MAY COMPEL THE LEVY OF ANY AD VALOREM TAXES BY THE SCHOOL BOARD, THE DISTRICT, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF TO PAY ANY SUMS, INCLUDING THE BASIC LEASE PAYMENTS, DUE UNDER THE TRANSACTION LEASES. SEE "RISK FACTORS" HEREIN.

Prior Leases and Additional Leases

As noted above, the School Board has entered into the Prior Leases and may enter into other Leases under the Master Lease in addition to the Transaction Leases and the Prior Leases. See "INTRODUCTION" and "THE MASTER LEASE PROGRAM" herein. Failure to appropriate funds to make Lease Payments under any Lease will, and certain events of default under a Lease may result in the termination of the Lease Terms of all Leases, including the Transaction Leases. Upon any such termination of the Lease Terms of all Leases, the School Board must surrender all Facilities, including the Refinanced Facilities (excluding certain designated Facilities such as the Series 2008A-1 Comprehensive Needs Facilities, the Series 2009A-1 Comprehensive Needs Facilities and the Series 2009A-2 Facilities) to the Trustee for sale or re-letting of the Trustee's interest. The proceeds of the disposition of the Refinanced Facilities (excluding the Series 2008A-1 Comprehensive Needs Facilities, the Series 2009A-1 Comprehensive Needs Facilities and the Series 2009A-2 Facilities) leased under (i) the Series 2008A-1 Lease will be applied to the payment of the Series 2026A Certificates allocable to the Series 2008A-1 Lease, equally and ratably with the Unrefunded Series 2016A Certificates (and in the case of disposition of the Overlapping Facilities subject to the Series 2008A-1 Lease, with holders of other Certificates representing an interest therein), after payment of the expenses of the Trustee and then as described in the Series 2008A-1 Lease and (ii) the Series 2009A- Lease will be applied to the payment of the Series 2026A Certificates allocable to the Series 2009A-1 Lease, equally and ratably with the Unrefunded Series 2016B Certificates allocable to the Series 2009A-1 Lease and the Series 2017B Certificates allocable to the Series 2009A-1 Lease (and in the case of disposition of the Overlapping Facilities subject to the Series 2009A-1 Lease, with holders of other Certificates representing an interest therein), after payment of the expenses of the Trustee and then as described in the Series 2009A-1 Lease. **The School Board may not be dispossessed of the Series 2008A-1 Comprehensive Needs Facilities, the Series 2009A-1 Comprehensive Needs Facilities, the Series 2009A-2 Facilities or any personal property financed, in whole or in part, with proceeds of Certificates.** Except as described herein, in no event will owners of the Series 2026A Certificates have any interest in or right to the proceeds of the disposition of Facilities financed or refinanced with the proceeds of another Series of Certificates. There can be no assurance that the remedies available to the Trustee upon any such termination of the Lease Term of all Leases and the disposition of the Refinanced Facilities against which the Trustee has rights will produce sufficient amounts to pay the outstanding Series 2026A Certificates.

For a discussion of remedies available to the Trustee upon the occurrence of a non-appropriation of funds to pay Lease Payments or upon the occurrence of an event of default, see "THE TRANSACTION LEASES - Termination of Lease Term" and "- Effect of Termination for Non-Appropriation or Default" herein and "APPENDIX C - CERTAIN LEGAL DOCUMENTS - Master Lease Purchase Agreement, as amended" hereto.

Prior Certificates and Additional Certificates

As noted above, the School Board has multiple Series of Prior Certificates outstanding relating to the Prior Leases. See "INTRODUCTION" herein. With respect to any Additional Lease, one or more series of Additional Certificates may be authorized by the Corporation at the request of the School Board and executed and delivered by the Trustee for the purpose of: (a) financing the cost of acquisition, construction, installation and equipping of any Facilities; (b) financing the cost of completing the acquisition, construction, installation and equipping of any Facilities; (c) financing the cost of increasing, improving, modifying, expanding or replacing any Facilities; or (d) paying or providing for the payment of the principal portion and interest portion of the Basic Lease Payments with respect to, or the Purchase Option Price (as described under "SECURITY FOR THE SERIES 2026A CERTIFICATES - Optional Prepayment Price" below) of, all or a portion of the Facilities financed from the proceeds of any series of Certificates previously executed and delivered. The aggregate principal amount of Additional Certificates which may be executed and delivered under the provisions of the Master Trust Agreement is not limited, except as may be provided with respect to a particular series of Additional Certificates in any Supplemental Trust Agreement creating such series.

Unless otherwise set forth in a Supplemental Trust Agreement authorizing the issuance of more than one Series of Certificates, each Certificate within a Series of Certificates executed and delivered pursuant to the Trust Agreement shall rank *pari passu* and be equally and ratably secured under the Trust Agreement with each other Certificate of such Series, but not with any Certificates of any other Series, without preference, priority, or distinction of any such Certificate over any other such Certificate, except that to the extent that Basic Lease Payments available for payment to all Certificate holders are less than all amounts owed with respect to all Series of Certificates on any Interest Payment Date, such amounts available shall be applied on a pro rata basis to Certificate holders of all Series in accordance with the ratio that the principal balance of each Series of Certificates outstanding bears to the total amount of Certificates Outstanding under the Trust Agreement.

Optional Prepayment Price

The School Board has the right to prepay all or a portion of the Basic Lease Payments represented by the Series 2026A Certificates and in connection therewith, remove all or a portion of the Refinanced Facilities from the related Transaction Lease and from the lien of the related Transaction Ground Lease, if applicable, by paying the Purchase Option Price for the specific Refinanced Facilities being purchased or, to the extent permitted by law, by substituting other Facilities for the Refinanced Facilities to be released. In such event, Series 2026A Certificates representing an interest in the prepaid Basic Lease Payments would be paid on the next available date for paying the Series 2026A Certificates. The Purchase Option Price, as of each Lease Payment Date, is: (i) the Basic Lease Payment then due plus the amount designated in the related Transaction Lease; (ii) minus any credits pursuant to the provisions of the related Transaction Lease; (iii) plus an amount equal to the interest to accrue with respect to the Series 2026A Certificates and any other Certificates representing an interest in the related Transaction Lease to be paid from such Lease Payment Date to the next available date for paying the Series 2026A Certificates; (iv) plus an amount equal to any other amounts then due and owing under the related Transaction Lease.

Non-Appropriation Risk

THE SCHOOL BOARD IS NOT LEGALLY REQUIRED TO APPROPRIATE MONEYS FOR THE PURPOSE OF MAKING LEASE PAYMENTS. UNDER THE MASTER LEASE THE SCHOOL BOARD MAY NOT BUDGET AND APPROPRIATE AVAILABLE REVENUES TO MAKE LEASE PAYMENTS SELECTIVELY ON A LEASE BY LEASE BASIS, BUT MUST APPROPRIATE SUCH REVENUES FOR ALL LEASES OR NONE OF THEM. FOR A DISCUSSION OF REMEDIES AVAILABLE TO THE TRUSTEE IN THE EVENT OF THE NON-APPROPRIATION OF FUNDS TO PAY LEASE PAYMENTS, SEE "THE TRANSACTION LEASES - TERMINATION OF LEASE TERM" AND "- EFFECT OF TERMINATION FOR NON-APPROPRIATION OR DEFAULT" HEREIN. THERE CAN BE NO ASSURANCE THAT THE REMEDIES AVAILABLE TO THE TRUSTEE IN THE EVENT OF NON-APPROPRIATION WILL PRODUCE SUFFICIENT AMOUNTS TO FULLY PAY THE SERIES 2026A CERTIFICATES FOR PAYING SUCH CLAIMS.

No Reserve Account for Series 2026A Certificates

THERE IS NO RESERVE ACCOUNT ESTABLISHED FOR THE SERIES 2026A CERTIFICATES. Pursuant to a Supplemental Trust Agreement authorizing the issuance of any Series of Certificates, there may be established and maintained a separate Reserve Account to secure the payment of the principal and/or interest portion of the Basic Lease Payments related to such Series of Certificates. Each such Reserve Account shall secure only the Series of Certificates for which it has been established. See "APPENDIX C - CERTAIN LEGAL DOCUMENTS – The Master Trust Agreement" hereto.

AMENDMENTS TO CERTAIN OF THE TRANSACTION SCHEDULES

Each of Schedule 2008A-1 and Schedule 2009A-1 contain certain amendments intended to (i) allow for the substitution of Facilities upon meeting certain conditions (see "THE REFINANCED FACILITIES - Substitution and/or Additions to Refinanced Facilities - Substitution" herein for the requirements for such substitution as contemplated in the amendment provision) and (ii) allow for the release of a Refinanced Facility or Refinanced Facilities from the lien of the related Transaction Lease if after the release of such Refinanced Facility or Refinanced Facilities the total construction cost of the remaining Refinanced Facilities exceeds the remaining principal portion of the Basic Lease Payments payable under the related Transaction Lease (see "THE REFINANCED FACILITIES – Release of Refinanced Facilities" herein). See "APPENDIX C - CERTAIN LEGAL DOCUMENTS - Form of Schedule 2008A-1" and " - Form of Schedule 2009A-1" hereto for the specific amendments.

At the time of issuance of the Series 2026A Certificates, the initial Beneficial Owners of the Series 2026A Certificates, through their purchase of the Series 2026A Certificates, shall be deemed to have consented to the amendments set forth in Schedule 2008A-1 and Schedule 2009A-1. The Series 2026A Certificates will represent ____% and ___% of the Certificates Outstanding under the Series 2008A-1 Lease and the Series 2009A-1 Lease, respectively. As such, the amendments set forth in Schedule 2009A-1 and Schedule 2009A-2 will become effective immediately upon the issuance of the Series 2026A Certificates.

Purchasers of the Series 2026A Certificates should carefully review the proposed amendments. See "APPENDIX C - CERTAIN LEGAL DOCUMENTS - Form of Schedule 2008A-1" and "- Form of Schedule 2009A-1" hereto. Notwithstanding the foregoing, the consent of a majority of Certificate holders evidencing an interest in Schedule 2008A-1 and Schedule 2009A-1, as applicable, will not be required for the release of any related Refinanced Facilities not subject to the exercise of remedies upon an event of default or event of non-appropriation by the School Board (such as the Series 2008A-1 Comprehensive Needs Facilities and the Series 2009A-1 Comprehensive Needs Facilities).

The Underwriters are not providing consent to or approval of the herein described amendments and the School Board will not deem such amendments to have been consented to or approved by the Underwriters as a result of the Underwriters' purchase of the Series 2026A Certificates in their capacity as underwriters as defined in Section 2(a)(11) of the Securities Act of 1933, as amended.

CERTIFICATE INSURANCE OPTION

THE INFORMATION IN THIS SECTION CONCERNING THE POLICY AND **[**INSURER SHORT NAME**]** HAS BEEN OBTAINED FROM **[**INSURER SHORT NAME**]**. NONE OF THE SCHOOL BOARD, THE CORPORATION OR THE UNDERWRITERS TAKE RESPONSIBILITY FOR THE ACCURACY THEREOF.

All or a portion of the scheduled payment of the principal portion and interest portion of Basic Lease Payments represented by the Series 2026A Certificates when due may be guaranteed under the Policy to be issued concurrently with the delivery of the Series 2026A Certificates by [INSURER SHORT NAME]. The School Board will make the determination whether to purchase a Policy to insure all or a portion of the Series 2026A Certificates, if any, at the time the Series 2026A Certificates are priced. See "CERTIFICATE INSURANCE RISK FACTORS" herein.

[TO COME**]**

CERTIFICATE INSURANCE RISK FACTORS

At pricing, the School Board will determine whether to provide for the Policy for all, a portion or none of the Series 2026A Certificates. If the Policy is purchased, the following are risk factors related to municipal bond insurance.

General

In the event of default of the scheduled payment of debt service on the insured Series 2026A Certificates, if any, when all or some becomes due, the Trustee on behalf of owners of such insured Series 2026A Certificates will have a claim under the Policy for such payments. However, in the event of any acceleration of the due date of the principal portion of the insured Series 2026A Certificates resulting from default or otherwise, the payments are to be made in such amounts and at such times as such payments would have been due had there not been any such acceleration. The Policy will not insure prepayment premium, if any.

Under most circumstances, default of payment of the principal and interest portions of the Basic Lease Payments represented by the insured Series 2026A Certificates, if any, does not obligate extraordinary prepayment of the obligations of the Insurer without appropriate consent. The Insurer may direct and must consent to any remedies and the Insurer's consent may be required in connection with amendments to any applicable Series 2026A Certificate documents.

In the event the Insurer is unable to make payment of the principal and interest portions of the Basic Lease Payments represented by the insured Series 2026A Certificates, if any, as such payments become due under a Policy, such insured Series 2026A Certificates are payable solely from the moneys received pursuant to the applicable Series 2026A Certificate documents. In the event the Insurer becomes obligated to make payments with respect to such insured Series 2026A Certificates, no assurance is given that such event will not adversely affect the market price of the insured Series 2026A Certificates or the marketability (liquidity) for the insured Series 2026A Certificates.

The long-term ratings on the insured Series 2026A Certificates, if any, are dependent in part on the financial strength of the Insurer and its claims paying ability. The Insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the Insurer and of the ratings on any Series 2026A Certificates insured by the Insurer will not be subject to downgrade and such event could adversely affect the market price of the insured Series 2026A Certificates or the marketability (liquidity) for the insured Series 2026A Certificates.

The obligations of the Insurer are unsecured obligations of the Insurer and in an event of default by the Insurer, the remedies available may be limited by applicable bankruptcy law or other similar laws related to insolvency. See "RATINGS" herein.

No Right of Insured Series 2026A Certificate Owners to Direct Remedies

Termination of the Master Lease, in and of itself, will not result in termination of the Insurer's Policy. Unless the Insurer is in default in its payment obligations under the Policy, the Insurer is entitled to control and direct any of the rights or remedies of the Trustee with respect to the Series 2026A Certificates it insures, including the right to direct the Trustee as to whether or not to re-let or sell the Refinanced Facilities (except for certain designated Facilities such as the Series 2008A-1 Comprehensive Needs Facilities, the Series 2009A-1 Comprehensive Needs Facilities and the Series 2009A-2 Facilities). Upon the occurrence of an Event of Default under the Trust Agreement and termination of the Transaction Leases, the Insurer may elect to prepay the maturities of all of the insured Series 2026A Certificates outstanding, in which case the principal and interest represented by such insured Series 2026A Certificates shall become due and payable immediately. If the Insurer does not elect to prepay the maturities of the insured Series 2026A Certificates, the Insurer is obligated to continue to make payments to Certificate Holders in accordance with the original schedule of Basic Lease Payments represented by such insured Series 2026A Certificates. However, the Insurer has no fiduciary responsibility to the Certificate Holders with respect to the direction of such remedies and has no obligation to preserve the exclusion from gross income for federal income tax purpose of amounts paid to Certificate Holders by the Insurer and designated as interest.

THE MASTER LEASE FACILITIES

The Refinanced Facilities are being refinanced under the School Board's existing Master Lease as part of the School Board's master lease purchase program (the "Master Lease Program") with the Corporation. The Facilities financed or refinanced by the School Board under the Master Lease Program are subject to annual appropriation on an all or none basis. **For Fiscal Year 2025-26, of the District's [236] total operational schools, there are approximately [23] schools and [128] additions or renovations to schools and related improvements leased under the Master Lease. Based on the District's Pre-K through 12 pupil enrollment of approximately [197,834] students (excluding charter school enrollment and Family Empowerment Scholarship students) for Fiscal Year 2025-26, approximately [57%] of the District's students are attending classes in, or otherwise utilizing, Facilities leased under the Master Lease during the Fiscal Year ending June 30, 2026.** *To determine the above percentage, the number of students attending each facility was calculated as follows: for schools that are built and operating, the number of students for the Fiscal Year 2025-26 was used; for the additions, the number of student stations attributable to each specific classroom or number of students served by such facility for Fiscal Year 2025-26 based on the type of school (elementary, middle or high) or facility (cafeteria, auditorium, gymnasium, etc.) was used; for schools or additions currently under construction, the number of student stations for each school or addition was used. With respect to certain related facilities under the Master Lease (transportation facilities), no student stations were calculated as being attributable to such facilities. Such figures do not include Facilities under the Master Lease which are not subject to surrender and disposition by the Trustee.* For a complete description of the Facilities under the Master Lease Program see "THE REFINANCED FACILITIES" and "THE PRIOR FACILITIES" herein.

Pursuant to the Master Lease, the School Board does not have the ability to appropriate funds to make Lease Payments on one Facility or some combination of Facilities only. The School Board's annual appropriation for Basic Lease Payments must be for all Facilities under the Master Lease Program. In the event the School Board does not appropriate funds in its annual budget for all of such financed Facilities, the School Board would be required to surrender such Facilities, including the Refinanced Facilities (other than certain designated Facilities such as the Series 2008A-1 Comprehensive Needs Facilities, the Series 2009A-1 Comprehensive Needs Facilities and the Series 2009A-2 Facilities), to the Trustee for the benefit of the Owners of the Certificates which financed or refinanced such Facilities.

THE REFINANCED FACILITIES

The Series 2008A-1 Facilities

The Series 2008A-1 Project consists of the lease purchase financing and refinancing of the acquisition and construction of the Series 2008A-1 Facilities, the lease of the Series 2008A-1 Facility Sites by the School Board to the Corporation pursuant to the Series 2008A Ground Lease and the sublease of the Series 2008A-1 Facility Sites back to the School Board. All of the Series 2008A-1 Facilities are located within the District. The School Board holds title to all of the Series 2008A-1 Facility Sites. Set forth below is a brief, general description of the Series 2008A-1 Facilities. See also, "-Substitution of Refinanced Facilities" below.

Apollo Middle School Addition[*] - A 14 classroom addition at the then-existing middle school located at 6800 Arthur Street in the City of Hollywood. This addition totaled approximately 21,899 gross square feet. This addition provided 14 intermediate classrooms, custodial closets, teacher planning and student/staff restrooms. It added approximately 308 student stations to the school's capacity.

Boyd Anderson High School Addition - A kitchen/cafeteria replacement at the then-existing high school located at 3050 NE 41st Street in the City of Lauderdale Lakes. This replacement totaled approximately 38,689 gross square feet. This cafeteria space serves approximately 2,411 students at this high school. It provided a student and teacher dining area, food court, kitchen, custodial spaces, and student/staff/restrooms.

Coconut Creek High School Addition - A Regional Athletic Complex at the then-existing high school located at 1400 NW 44th Avenue in the City of Coconut Creek. The project consisted of a new football field, a 400 meter track, bleachers, press box, concession building, ticket booth, visitor and home restrooms. This Regional Athletic Complex space serves approximately 2,425 students at this high school.

Cooper City High School Addition - A kitchen/cafeteria replacement at the then-existing high school located at 9401 Stirling Road in the City of Cooper City. This replacement totaled approximately 37,449 gross square feet. This cafeteria space serves approximately 2,357 students at this high school. It provided a student and teacher dining area, food court, kitchen, student activities, custodial spaces, and student and staff restrooms.

Cypress Run Education Center - A new school located at 2251 NW 18th Street in the City of Pompano Beach. This facility totaled approximately 18,956 gross square feet. This facility serves approximately 600 students at this center. This school has 15 self-contained classrooms, two science labs, with associated spaces, two time out rooms, one skills development lab, one art lab, two technical labs, physical education, administration and guidance, custodial, food service, teacher planning, teacher dining, multipurpose, stage and support, textbook storage, public use facilities, media center, student, staff and public restrooms and various support spaces.

Discovery Elementary School[†] - This school located at 8800 NW 54th Court in the City of Sunrise has 102,000 gross square feet and a student capacity of 960. It houses grade PreK-5 students. This school has 32 primary classrooms, 14 intermediate classrooms, five resource rooms, two skills development labs, one art lab, 1 music, physical education, ESE, administration and guidance, custodial, food service, teacher planning, teacher dining, multipurpose, stage and support, textbook storage, media center, student, staff and public restrooms and various support spaces.

Harbordale Elementary School Addition[‡] - A 16 classroom replacement at the then-existing elementary school located at 900 SE 15th Street in the City of Fort Lauderdale. This addition added approximately 23,700 gross square feet of permanent building to the school. It

[*] Overlapping Facility under the Series 2008A-1 Lease and Series 2004-1 Lease.
[†] Overlapping Facility under the Series 2008A-1 Lease and Series 2005A-1 Lease.
[‡] Overlapping Facility under the Series 2008A-1 Lease and Series 2009A-1 Lease.

houses K-5 students. This addition provided eight primary and eight intermediate classrooms, custodial closets and student/staff/ restrooms.

Heron Heights Elementary School(††) - This school located at 11010 Nob Hill Road in the City of Parkland has 102,000 gross square feet and a student capacity of 960. It houses grades K-5. This school has 32 primary classrooms, 14 intermediate classrooms, five resource rooms, two skills development labs, one art lab, one music, physical education, ESE, administration and guidance, custodial, food service, teacher planning, teacher dining, multipurpose, stage and support, textbook storage, media center, student, staff and public restrooms and various support spaces.

Lauderdale Manors Elementary School Addition - A 15 classroom replacement at the then-existing elementary school located at 1400 NW 14th Court in the City of Fort Lauderdale. This addition added approximately 24,590 gross square feet of permanent building to the school. It houses K-5 students. This addition provided five primary and six intermediate classrooms, four self-contained ESE classrooms, administration spaces, teacher planning, custodial closets and student/staff/ restrooms. It added approximately 262 student stations to the school's capacity.

Northeast High School Addition - A cafeteria replacement at the then-existing high school located at 700 NE 56th Street in the City of Oakland Park. This replacement totaled approximately 29,449 gross square feet. This cafeteria space serves approximately 2,098 students at this high school. It provided a student and teacher dining area, food court, kitchen, custodial spaces, and student and staff restrooms.

Nova High School Addition(§) - An aquatics sports complex at the then-existing high school located at 3600 College Avenue in the City of Davie. This project totaled approximately 15,000 gross square feet and remediated current ADA and life safety issues. This aquatic complex space serves approximately 2,357 students at this high school. It provided a new teaching pool, competition pool, equipment/pump building, student locker room/shower/restroom, staff locker room/shower/restroom.

Peters Elementary School Addition(**) - A cafeteria replacement at the then-existing elementary school located at 851 NW 68th Avenue in the City of Plantation. This replacement totaled approximately 18,956 gross square feet. This cafeteria space serves approximately 786 students at this elementary school. It provided a student and teacher dining area, a multipurpose/dining/meeting area, kitchen, and student/staff/public restrooms.

Pompano Beach Middle School Addition(††) - An eight classroom addition and a cafeteria/kitchen/multipurpose/stage project at the then-existing school located at 310 NE 6th Street in the City of Pompano Beach. This addition added approximately 53,030 gross square feet of permanent building to the school. It houses grade 6-8 students. This addition provided eight general classrooms, custodial closets and student restrooms. It added approximately 176 student stations to the school's capacity. The cafeteria replacement added approximately 32,520 gross square feet of permanent building to the school. This cafeteria space serves approximately 961

(††) Overlapping Facility under the Series 2008A-1 Lease and the Series 2005B-1 Lease.
(§) Overlapping Facility under the Series 2008A-1 Lease and Series 2005A-1 Lease.
(**) Overlapping Facility under the Series 2008A-1 Lease and Series 2006-1 Lease.
(††) Overlapping Facility under the Series 2008A-1 Lease and Series 2004-1 Lease.

students at this middle school. It provided a kitchen, student and teacher dining area, a multipurpose/stage area, custodial spaces, and student/staff/ restrooms.

Southwest Bus Parking Facilities(‡‡) - A new bus/fleet maintenance facility located at 2025 Stirling Road in the City of Pembroke Pines. This addition added approximately 36,332 gross square feet of permanent building on the site. This 35 area site contains administrative offices and support spaces, staff lounge, school bus work bays, bus maintenance support spaces, administrative, equipment and parts storage, and staff restrooms.

Stephen Foster Elementary School Addition - A 12 classroom addition at the then-existing elementary school located at 3471 SW 22nd Street in the City of Fort Lauderdale. This addition totaled approximately 18,956 gross square feet. This addition added approximately 20,398 gross square feet of permanent building to the school. It houses grade K-5 students. This addition provided six primary and six intermediate classrooms, custodial closets and student/staff/ restrooms. It added approximately 240 student stations to the school's capacity.

Tropical Elementary School Addition - A 14 classroom addition at the then-existing elementary school located at 1500 SW 66th Avenue in the City of Plantation. This addition totaled approximately 22,261 gross square feet. This addition provided 14 primary classrooms, student restrooms, and custodial spaces. It added approximately 252 student stations to the school's capacity.

Western High School Addition - A 36 classroom addition at the then-existing high school located at 1200 Southwest 136th Avenue in the Town of Davie. This addition added approximately 57,835 gross square feet of permanent building to the campus. It houses grade 9-12 students. This addition provided 30 classrooms, six science labs, a science preparation area, administration, teacher planning, a PE facility, custodial areas and student/staff restrooms. It added approximately 900 student stations to the school's capacity.

The Series 2008A-1 Comprehensive Needs Facilities

The Series 2008A-1 Comprehensive Needs Facilities consisted of various safety, ADA compliance, remodeling and renovation, air quality, roofing and technology improvements throughout the District. **The Series 2008A-1 Comprehensive Needs Facilities are not subject to surrender or disposition by the Trustee upon a non-appropriation of funds or event of default that results in the termination of the Series 2008A-1 Lease.**

The Series 2009A-1 Facilities

The Series 2009A-1 Project consists of the lease purchase financing and refinancing of the acquisition and construction of the Series 2009A-1 Facilities, the lease of the Series 2009A-1 Facility Sites by the School Board to the Corporation pursuant to the Series 2009A Ground Lease and the sublease of the Series 2009A-1 Facility Sites back to the School Board. All of the Series 2009A-1 Facilities are located within the District. The School Board holds title to all of the Series 2009A-1 Facility Sites. Set forth below is a brief, general description of the Refinanced Facilities. See also, "-Substitution of Refinanced Facilities" below.

(‡‡) Overlapping Facility under the Series 2008A-1 Lease and Series 2001B-1 Lease.

Banyan Elementary School Addition - A media replacement at the then-existing elementary school located at 8600 NW 50th Street in the City of Sunrise. This media center totaled approximately 13,000 gross square feet. This media center serves approximately 798 students at this elementary school. It provided a standalone media center, a technical processing area, an integrated learning center, a network specialist workroom, media office, custodial spaces, and student/staff restrooms.

Blanche Ely High School Addition - A physical education center at the then-existing high school located at 1201 NW 6th Avenue in the City of Pompano Beach. The center provided an expanded track and field area, student and staff restrooms, physical education storage to support the educational development of 2,007 grade 9-12 students.

Fort Lauderdale High School - Phased Concurrent Replacement(§§) - Three story classroom buildings, including seven general classrooms, five resource rooms, four science labs and related spaces, four ESE classroom suites, and a business technology lab. The facility also includes three family and consumer science labs, a health occupations lab, pre-law/public service education lab, vocational labs, teacher planning areas, administrative offices, and kitchen and laundry facilities for home economics. Moreover, custodial spaces, storage spaces, and student, staff, and public restrooms were also constructed.

Fort Lauderdale High School Pool Replacement - A pool replacement at the then-existing high school located at 1600 NE 4th Avenue in the City of Fort Lauderdale. This project encompassed approximately 0.67 acres. This project serves approximately 1,811 students at this high school. It provided a new aquatic facility to include a ten lane competition pool, (two) one meter diving wells, teaching pool, and spectator areas, a pool administration building, including coaches' office, lifeguard office, hospitality/team room, locker rooms, storage rooms and pool equipment rooms. Pool deck features include covered shade canopy, pool deck seating areas, concrete diving platform, specialized sports lighting, and entry feature.

Harbordale Elementary School Addition(***) - A 16 classroom replacement at the then-existing elementary school located at 900 SE 15th Street in the City of Fort Lauderdale. This project replaced approximately 23,700 gross square feet of permanent building at the school. It houses grade K-5 students. This addition provided eight primary and eight intermediate classrooms, custodial closets and student/staff restrooms.

Northeast High School Addition - An aquatics sports complex at the then-existing high school located at 700 NE 56th Street in the City of Oakland Park. This renovation/expansion totaled approximately 15,000 gross square feet. This aquatic complex space serves approximately 2,115 students at this high school. It provided an expanded teaching/competition pool, equipment/pump building, student locker room/shower/restroom and staff locker room/shower/restroom.

Palmview Elementary School Addition(†††) - A cafeteria replacement at the then-existing elementary school located at 2601 NE 1st Avenue in the City of Pompano Beach. This replacement totaled approximately 18,956 gross square feet. This cafeteria space serves approximately 635

(§§) Overlapping Facility under the Series 2009A-1 Lease and Series 2010A Lease.
(***) Overlapping Facility under the Series 2009A-1 Lease and Series 2008A-1 Lease.
(†††) Overlapping Facility under the Series 2009A-1 Lease and Series 2006-1 Lease.

students at this elementary school. It provided a student and teacher dining area, a multipurpose/dining/meeting area, kitchen, and student/staff/public restrooms.

Parkway Middle School Addition - A concurrent phased replacement at the then-existing middle school located at 3600 NW 5th Court in the City of Ft. Lauderdale. This project replaced approximately 52,000 net square feet of permanent building on the campus. It houses grade 6-8 students. This phase provided 19 classrooms, four science demonstration classrooms, a science preparation area, three ESE classrooms, four resource rooms, a gymnasium, lobby, concession stand, ticket booth, male and female locker rooms with related spaces, a laundry, PE storage, teacher planning, first aid room, textbook storage, custodial areas, student/staff restrooms, and a physical plant.

Seagull Alternative High School Media Center Addition - A media replacement at the then-existing school located at 425 SW 28th Street in the City of Ft. Lauderdale. This addition added approximately 9,744 gross square feet of permanent building to the school. This media center serves approximately 837 students at this school. It provided a standalone media center, a technical processing area, an integrated learning center, a network specialist workroom, media office, custodial spaces, and student/staff restrooms. **[**This school is being considered for a potential consolidation or repurposing. See "THE SCHOOL BOARD AND THE DISTRICT – School Facilities Reorganization Plan" herein.**]**

Walker Elementary School Addition(‡‡‡) - A cafeteria replacement at the then-existing elementary school located at 1001 NW 4th Street in the City of Ft. Lauderdale. This replacement totaled approximately 18,956 gross square feet. This cafeteria space serves approximately 786 students at this elementary school. It provided a student and teacher dining area, a multipurpose/dining/meeting area, kitchen, and student/staff/public restrooms.

The Series 2009A-1 Comprehensive Needs Facilities

The Series 2009A-1 Comprehensive Needs Facilities consisted of various safety, ADA compliance, remodeling and renovation, air quality, roofing and technology improvements throughout the District. **The Series 2009A-1 Comprehensive Needs Facilities are not subject to surrender or disposition by the Trustee upon a non-appropriation of funds or event of default that results in the termination of the Series 2009A-1 Lease.**

The Series 2009A-2 Facilities

The following is a brief general description of the educational facilities which comprise the Series 2009A-2 Facilities. **The Series 2009A-2 Facilities are not subject to surrender or disposition by the Trustee upon a non-appropriation of funds or event of default that results in the termination of the Series 2009A-2 Lease.**

- District Wide ADA Improvements
- District Wide Brite Project - Enterprise Resource Planning (ERP) System
- District Wide Indoor Environmental Quality Improvements
- District Wide ITV Towers
- District Wide Modular Buildings/Relocatables

(‡‡‡) Overlapping Facility under the Series 2009A-1 Lease and Series 2005A-1 Lease.

- District Wide Roofing Hurricane Repair Projects
- Regional Athletic Facility at Deerfield Beach High School

Overlapping Facilities

The Overlapping Facilities described above under "-The Series 2008A-1 Facilities" and "-The Series 2009A-1 Facilities" are the result of the financing of certain Facilities (or more than one Facility) under more than one Lease on the same Facility Site. Accordingly, the disposition of the proceeds, if any, of these Overlapping Facilities upon the termination of the Lease Terms of the Series 2008A-1 Lease and/or Series 2009A-1 Lease, as described herein, will be shared with the owners of the other Series of Certificates, as described in the footnotes under "-The Series 2008A-1 Facilities" and "-The Series 2009A-1 Facilities" above.

In connection with the financing of new Facilities, the School Board may seek to amend the related Transaction Ground Lease to include such new Facilities as the Overlapping Facility, however, such amendment would require the prior consent of the owners of the Certificates representing greater than 50% of the principal portion of the Basic Lease Payments allocable to the Facilities subject to the related Transaction Ground Lease sought to be amended (or a Credit Facility Issuer, if any, that insures such Certificates in lieu of such owners).

Substitution of and Additions to Transaction Facilities

Substitution. **[**The following provision reflects the amendment to Section 6.4 of the Master Lease set forth in the Transaction Schedules. See "CERTAIN LEGAL DOCUMENTS – Master Lease Purchase Agreement, as amended" for the current provision applicable to the Transaction Schedules.**]**

To the extent permitted by law, on or after the Completion Date, the School Board may substitute for any Facilities other facilities owned by the School Board, provided such substituted facilities (a) have the same or a greater remaining useful life, (b) have a fair market value equal to or greater than the Facilities for which they are substituted, (c) are of substantially equal utility as the Facilities to be replaced and provide essential governmental services, (d) are free and clear of all liens and encumbrances, except Permitted Encumbrances and (e) are approved by the State Department of Education, if required under applicable law. In addition, to the extent permitted by law, prior to the Completion Date the School Board may release and/or substitute for any Facilities to be acquired, constructed and installed under a particular Schedule other facilities to be acquired, constructed and installed, provided that (1) any substituted facilities satisfy the requirements of clauses (a), (c), (d) and (e) above and (2) following such substitution and/or release, the sum of (x) with respect to Facilities for which a Certificate of Acceptance has not been delivered, the Cost of the acquisition, construction and installation of the Facilities plus (y) with respect to Facilities for which a Certificate of Acceptance has been delivered, the fair market value of the Facilities, financed under the Schedule from which the Facilities are to be substituted and/or released is greater than or equal to the remaining principal portion of Basic Lease Payments due under such Schedule. In order to effect such substitution, the Facilities to be replaced shall be released from the encumbrance of the related Lease and Ground Lease by appropriate instrument executed by the School Board and the Corporation (or Trustee as assignee of the Corporation) in form sufficient to leave good and marketable fee simple title to such Facilities in the School Board subject only to Permitted Encumbrances, and the Facilities to be substituted shall likewise be incorporated in the

appropriate Lease and Ground Lease modifications. The related Schedule shall be appropriately amended, and the related Ground Lease shall be amended or canceled and replaced, to reflect such substitution.

There shall also be delivered at the time of substitution an Opinion of Counsel as described in the Master Lease with respect to the substitute Facility Site.

Additions. From time to time, the School Board may have remaining funds on deposit in an Acquisition Fund under a particular Lease. This sometimes occurs as a result of a Facility or combination of Facilities being constructed for less than anticipated, a Facility is no longer needed or there are unresolved issues concerning the site on which the Facility is to be built. In such case, the School Board may finance other Facilities under such Lease, in which case such additional Facilities shall be subject to the provisions of the related Lease. In certain cases, such newly added Facilities may be Facilities which are not subject to surrender and disposition by the Trustee.

Release of Refinanced Facilities

[On and after the effective date of the amendments described under "AMENDMENTS TO CERTAIN OF THE TRANSACTION SCHEDULES,"**]** the School Board may cause the release of a particular Refinanced Facility or Refinanced Facilities from the lien of the related Transaction Lease if, after the release of such Refinanced Facility or Refinanced Facilities, the total construction cost of the remaining Refinanced Facilities under the related Transaction Lease exceeds the remaining principal portion of the Basic Lease Payments payable under the related Transaction Lease. Any Refinanced Facilities released as described in the preceding sentence will be deemed to be paid and fee simple title to such Refinanced Facilities shall vest in the School Board free and clear of all encumbrances except Permitted Encumbrances.

THE PRIOR FACILITIES

The following provides a summarized description of the Facilities being lease-purchased under the Prior Leases and subject to the Master Lease. Under certain conditions set forth in the Master Lease, the School Board may substitute Facilities, modify the plans and specifications therefor or eliminate Facilities.

Series 2001A-1 Facilities
Coconut Creek Elementary School
Dillard High School Replacement and Art Center
Endeavor Primary Learning Center
Manatee Bay Elementary School
Miramar High School
South Broward High School Replacement
Technology and Support Services Annex
Westglades Middle School

Series 2001B-1 Facilities
Atlantic Technical Center Addition
Broward Estates Elementary School Cafeteria Replacement
Castle Hill Elementary School Cafeteria Replacement

Deerfield Beach High School Addition
Driftwood Elementary School Additions
Fort Lauderdale High School Addition
Martin Luther King Elementary School Cafeteria Replacement
Robert Markham Elementary School Cafeteria Replacement
Monarch High School
Pompano Beach High School Institute of International Studies
Silver Shores Elementary School
Southwest Bus Parking/Maintenance Facility
Dave Thomas Educational Center – West Campus

Series 2003A-1 Facilities
Mary M. Bethune Elementary School Additions
Broward Fire Academy School Renovation/Replacement
Cooper City High School Additions
Blanche Ely High School Additions
Hallandale High School Remodel
High School "JJJ"
Lake Forest Elementary School Replacement
Lauderdale Manors Elementary School Cafeteria Replacement
McArthur High School Additions
Miramar High School Addition
Plantation High School Renovation/Addition
Royal Palm Elementary School Addition
South Plantation High School Addition
Tedder Elementary School Additions
Walker Elementary School Addition
Whiddon-Rogers Education Center Additions

Series 2003A-2 Facilities*
District Wide Indoor Environmental Quality Improvements
District Wide Modular Buildings
J.P. Taravella High School

Series 2004-1 Facilities
Apollo Middle School Addition
Boulevard Heights Elementary School Cafeteria Replacement
Broadview Elementary School Addition
Central Park Elementary School Addition
Cooper City Elementary School Cafeteria Replacement
Dolphin Bay Elementary School
Elementary School Y
Fox Trail Elementary School Addition
Glades Middle School
Harbordale Elementary School Cafeteria Replacement
Meadowbrook Elementary School Cafeteria Replacement
Nob Hill Elementary School Addition

North Fork Elementary School Addition*
Palm Cove Elementary School Addition*
Pasadena Lakes Elementary School Addition
Annabel C. Perry Elementary School Addition
Pompano Beach Middle School Addition
Quiet Waters Elementary School Addition
Sheridan Park Elementary School Addition
Stirling Elementary School Addition
Tropical Elementary School Cafeteria Replacement
Village Elementary School Renovation/Replacement
Westchester Elementary School Addition
Winston Park Elementary School Addition

Series 2005A-1 Facilities
Atlantic West Elementary School
Challenger Elementary School
Coral Springs High School
Coral Springs Middle School
Cypress Bay High School
Cypress Elementary School
Discovery Elementary School
Forest Glen Middle School
Hallandale High School
Hollywood Hills High School
Indian Ridge Middle School
Lloyd Estates Elementary School
Margate Elementary School
Northeast High School
Nova High/Middle School
Oakland Park Elementary School
Pines Middle School
Ramblewood Middle School
Rickards Middle School
Sandpiper Elementary School
Seagull Alternative High School Classroom Addition*
Stranahan High School
Tamarac Elementary School
Walker Elementary School
Western High School

Series 2006-1 Facilities
Coral Springs Elementary School Addition
Fort Lauderdale High School Addition
Norcrest Elementary School Replacement
North Andrews Gardens Elementary School Addition

* These schools are being considered for potential consolidation or repurposing. See "THE SCHOOL BOARD AND THE DISTRICT – School Facilities Reorganization Plan" herein.

Orange Brook Elementary School Replacement
Palmview Elementary School Kitchen/Cafeteria
Peters Elementary School Kitchen/Cafeteria
J.P. Taravella High School Addition
West Broward High School

Series 2006-2 Facilities*
Attucks Middle School Air Handler
Cooper City High School Additions
Flamingo Elementary School Roofing and Various Repairs
Sandpiper Elementary School Additions
Seminole Middle School Repairs
Silver Lakes Middle School Air Handler
South Plantation School Additions
Southwest Ranches Site Acquisition
Elementary Site Acquisition
District Wide Modulars/HVAC/Other Repairs

Series 2007A-1 Facilities
Beachside Montessori Village Elementary School
Bennett Elementary School Repairs
Bethune Elementary School Repairs
Blanche Ely High School Addition
Colbert Elementary School Renovation
Cypress Elementary School Addition
Dania Elementary School Addition
Deerfield Beach Elementary School Addition/Renovation
Hollywood Hills School Addition/Renovation
Lanier James Education Center Renovation
Margate Elementary School Renovation
Mirror Lake Elementary School Additions
Pembroke Pines Elementary School Additions
Pines Lake Elementary School Media Center
Stoneman Douglas High School Addition
Tradewinds Elementary School Land and Addition
District Wide Comprehensive Needs

Series 2007A-2 Facilities*
Flamingo Elementary School Roofing
Tropical Elementary School Kitchen/Cafeteria
District Wide Projects

Series 2010 Facilities
Cooper City High School Phase Replacement
Ft. Lauderdale High School Phase Replacement

Series 2020A-1 Facilities
Cypress Bay High School Addition

McArthur High School Addition
Plantation High School Renovations
Stranahan High School Renovations
Falcon Cove Middle School Addition
Olsen Middle School Renovations
Margate Elementary School Addition
McFatter Technical College Renovations

Series 2020A-2 Facilities*
District-Wide Roofing Projects
District-Wide HVAC Projects
District-Wide Infrastructure Improvements

Series 2022B-1 Facilities
Rickards Middle School Renovations
Markham Elementary School Renovations
Stranahan High School Cafeteria Replacement

Series 2022B-2 Facility*
Blanche Ely High School New Bus Loop Canopy

_____
* Constitutes designated Facilities that are not subject to remedial action in the event of a default or non-appropriation.

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ESTIMATED SOURCES AND USES OF FUNDS

It is estimated that proceeds received from the sale and delivery of the Series 2026A Certificates**[**, together with other legally available moneys,**]** are expected to be used as follows:

Estimated Sources:

Aggregate Principal Amount	$
[Plus/Less**]**: **[**Net**]** Bond **[**Premium/Original Issue Discount**]**	
Other Legally Available Moneys[(1)]	
Total Sources of Funds	$

Estimated Uses:

Deposit to Escrow Fund[(2)]	$
Costs of Issuance[(3)]	
Total Uses of Funds	$

(1) Represents moneys on deposit in the funds and accounts related to the Refunded Certificates.

(2) To be applied to the refunding of the Refunded Certificates. See "THE PLAN OF REFUNDING" herein.

(3) Includes, without limitation, Underwriters' discount, printing costs, legal, accounting, **[**Policy premium, if any,**]** municipal advisory fees and other miscellaneous costs associated with the issuance of the Series 2026A Certificates.

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CERTIFICATE PAYMENT SCHEDULE I FOR PRIOR CERTIFICATES

Estimated payment requirements on the Outstanding Series 2010A-QSCB, Unrefunded Series 2016A, Unrefunded Series 2016B, Series 2017B, Series 2017C and Series 2019A Certificates are as follows.

Period Ending (July 1)	Series 2010A-QSCB Certificates[1]	Unrefunded Series 2016A Certificates[2]	Unrefunded Series 2016B Certificates[2]	Series 2017B Certificates	Series 2017C Certificates	Series 2019A Certificates
2026	$5,785,273	$13,263,500	$6,237,125	$2,815,000	$34,125,000	$6,434,000
2027	5,785,273	-	-	2,815,000	-	40,067,750
2028	-	-	-	9,125,000	-	53,946,250
2029	-	-	-	9,319,500	-	13,503,000
2030	-	-	-	9,523,500	-	-
2031	-	-	-	9,745,250	-	-
2032	-	-	-	9,982,500	-	-
2033	-	-	-	10,228,000	-	-
2034	-	-	-	10,494,750	-	-
TOTAL[3]	$11,570,546	$13,263,500	$6,237,125	$74,048,500	$34,125,000	$113,951,000

(1) Debt service shown is net of interest subsidy of 5.25%. Debt Service does not take into account actual and potential reductions in interest subsidies with respect to the Outstanding Series 2010A-QSCB Certificates discussed under "RISK FACTORS - Effect of Sequestration on Lease Payments" herein.

(2) Assumes the refunding of the Refunded Certificates.

(3) Totals may not add due to rounding.

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CERTIFICATE PAYMENT SCHEDULE II FOR PRIOR CERTIFICATES

Estimated payment requirements on the Outstanding Series 2019B, Series 2020A, Series 2022A, Series 2022B and Series 2025A Certificates are as follows:

Period Ending (July 1)	Series 2019B Certificates	Series 2020A Certificates	Series 2022A Certificates	Series 2022B Certificates	Series 2025A Certificates	Prior Certificates[(1)] Aggregate Debt Service
2026	$3,254,250	$10,129,500	$12,959,250	$7,563,000	$50,594,783	$84,500,783
2027	3,254,250	10,129,500	12,954,500	7,563,000	50,586,500	84,487,750
2028	3,254,250	10,129,500	12,957,000	7,563,000	43,371,750	77,275,500
2029	68,339,250	10,129,500	-	7,563,000	32,472,250	118,504,000
2030	-	46,794,500	-	7,563,000	32,470,000	86,827,500
2031	-	46,791,250	-	7,563,000	16,697,750	71,052,000
2032	-	46,791,500	-	7,563,000	16,705,500	71,060,000
2033	-	46,795,500	-	7,563,000	-	54,358,500
2034	-	46,793,250	-	18,293,000	-	65,086,250
2035	-	-	-	75,576,500	-	75,576,500
2036	-	-	-	75,579,000	-	75,579,000
TOTAL[(2)]	$78,102,000	$274,484,000	$38,870,750	$229,952,500	$242,898,533	$864,307,783

(1) Reflects the refunding of the Refunded Certificates.
(2) Totals may not add due to rounding.

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COMBINED CERTIFICATE PAYMENT SCHEDULE

The estimated combined payment requirements on the Series 2026A Certificates and the Prior Certificates are as follows:

		Series 2026A Certificates			
Period Ending July 1	Prior Certificates[(1)] Aggregate Debt Service	Principal Portion	Interest Portion	Annual Debt Service	Total Aggregate Debt Service[(2)]
2026	$84,500,783				
2027	84,487,750				
2028	77,275,500				
2029	118,504,000				
2030	86,827,500				
2031	71,052,000				
2032	71,060,000				
2033	54,358,500				
2034	65,086,250				
2035	75,576,500				
2036	75,579,000				
Total[(2)]	$864,307,783				

(1) See "CERTIFICATE PAYMENT SCHEDULES I & II FOR PRIOR CERTIFICATES."
(2) Totals may not add due to rounding.

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THE MASTER LEASE PROGRAM

In order to provide for the lease purchase financing and refinancing from time to time of Facilities, the School Board has authorized the execution and delivery of the Master Lease between the School Board and the Corporation. Facilities to be leased from time to time will be identified on separate Schedules to the Master Lease. Upon execution and delivery thereof, each Schedule, together with the provisions of the Master Lease, will constitute a separate Lease. See "APPENDIX C - CERTAIN LEGAL DOCUMENTS - Master Lease Purchase Agreement, as amended" hereto.

The Transaction Leases are three of the Leases entered into under the Master Lease and provide for the leasing of the Refinanced Facilities by the Corporation to the School Board. See "THE TRANSACTION LEASES" and "THE REFINANCED FACILITIES" herein. As noted above, the School Board has previously leased certain Facilities pursuant to the Prior Leases which were funded from the proceeds of the Prior Certificates. See "THE PRIOR FACILITIES" herein. The School Board may arrange for one or more lease purchase financings of additional educational Facilities under the Master Lease in future Fiscal Years. See "SECURITY FOR THE SERIES 2026A CERTIFICATES - Additional Leases" and "- Additional Certificates" herein.

In addition, the School Board has previously entered into and may, in the future, enter into lease purchase arrangements upon terms and conditions other than those in the Master Lease. Failure to make payments under any such lease agreement, or an event of default under any such lease agreement, will not affect the Lease Terms or cause the termination of the Transaction Leases or any other Leases. See "FINANCIAL RESULTS AND LIABILITIES OF THE DISTRICT – Obligations Under Unrelated Lease Purchase Agreements" herein.

THE TRANSACTION LEASES

The following is a brief summary of certain provisions of the Transaction Leases, which is not intended to be definitive. Reference is made to "APPENDIX C - CERTAIN LEGAL DOCUMENTS - Master Lease Purchase Agreement, as amended," "- Form of Schedule 2008A-1," "- Form of Schedule 2009A-1" and "- Form of Schedule 2009A-2" hereto.

Authority

The Transaction Leases are authorized under Chapters 1001-1013, Florida Statutes, for the purpose of providing for the acquisition, construction and lease purchase financing and refinancing of the Refinanced Facilities.

Lease Term

Under the Series 2008A-1 Lease, the Corporation leases the Series 2008A-1 Facilities to the School Board. The initial term of the Series 2008A-1 Lease commenced on June 19, 2008 and continued through and including June 30, 2008, has been automatically renewed annually to date and is automatically renewable annually through June 30, 2033, unless sooner terminated in accordance with the provisions of the Series 2008A-1 Lease.

Under the Series 2009A Leases, the Corporation leases the Series 2009A Facilities to the School Board. The initial term of the Series 2009A-1 Lease commenced on June 18, 2009 and continued through and including June 30, 2009, has been automatically renewed annually to date and is automatically renewable annually through June 30, 2034, unless sooner terminated as described herein. The initial term of the Series 2009A-2 Lease commenced on June 18, 2009 and continued through and including June 30, 2009, has been automatically renewed annually to date and is automatically renewable annually through June 30, 2029, unless sooner terminated as described herein.

Lease Payments

Subject to the conditions stated in the Transaction Leases, the School Board has expressed its current intent to make all Lease Payments due under the Transaction Leases; PROVIDED, HOWEVER, THAT NONE OF THE SCHOOL BOARD, THE DISTRICT, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, IS OBLIGATED TO PAY, EXCEPT FROM SCHOOL BOARD APPROPRIATED FUNDS, ANY SUMS DUE UNDER THE TRANSACTION LEASES FROM ANY SOURCE OF TAXATION, AND THE FULL FAITH AND CREDIT OF THE SCHOOL BOARD, THE DISTRICT, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS NOT PLEDGED FOR PAYMENT OF SUCH SUMS DUE UNDER THE TRANSACTION LEASES, AND THE SUMS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE SCHOOL BOARD, THE DISTRICT, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. All Lease Payments due under the Transaction Leases will be made from current or other funds authorized by law and regulations of the State Department of Education and appropriated for such purpose by the School Board.

On **[**June 15, 2026**]**, and thereafter on December 15 and June 15 of each year, the Lease Payment Dates preceding each Interest Payment Date, the School Board is required to pay to the Trustee the Basic Lease Payment allocable to the Series 2026A Certificates due on such date, which amount corresponds to the amount due to Series 2026A Certificate holders on the next succeeding Interest Payment Date. The School Board is also required to pay, when due, Additional Lease Payments, consisting of, among other things, the fees and expenses of the Trustee and the Corporation. Lease Payments due under the Transaction Leases may be reduced, when applicable, by amounts credited as follows:

(a) The Trustee will deposit into the Lease Payment Account established with respect to the Transaction Leases interest income in accordance with the Trust Agreement and apply such interest income as a credit against the next ensuing Lease Payment to the extent provided in the Trust Agreement.

The following reflects the modifications to Section 5.4(b) of the Master Lease as set forth in the Transaction Schedules. See "APPENDIX C - CERTAIN LEGAL DOCUMENTS - Master Lease Purchase Agreement, as amended" hereto for the current provision.

(b) The Trustee will deposit in the applicable Lease Payment Account or Acquisition Account, Net Proceeds realized in the event of damage, destruction or condemnation of Refinanced

Facilities to be applied to the prompt repair, restoration or replacement of such Refinanced Facilities; provided, however, if the School Board has determined that its operations have not been materially affected and that it is not in the best interest of the School Board to repair, restore or replace that portion of the Refinanced Facilities damaged, destroyed or condemned, then the School Board shall not be required to comply with the provisions of the preceding clause. In such case, if the Net Proceeds are (i) less than ten percent (10%) of the Remaining Principal Portion of the Basic Lease Payments relating to such Refinanced Facilities and (ii) equal or less than the amount of Basic Lease Payments coming due in the immediately following Fiscal Year under the related Transaction Lease, then such Net Proceeds may, at the option of the School Board, (x) be deposited into the Lease Payment Account for the Series 2026A Certificates relating to such Refinanced Facilities to be credited against Basic Lease Payments next coming due in accordance with the Master Lease or (y) deposited in the Acquisition Account for the Series 2026A Certificates relating to such Refinanced Facilities and applied to pay costs of other Facilities, in which case such other Facilities shall become subject to the provisions of the applicable Transaction Lease as fully as if they were originally leased Facilities. If the Net Proceeds are (i) equal or greater than ten percent (10%) of the Remaining Principal Portion of the Basic Lease Payments relating to such Refinanced Facilities or (ii) greater than the amount of Basic Lease Payments coming due in the immediately following Fiscal Year under the related Transaction Lease, then the Net Proceeds shall be deposited to the Acquisition Account and applied to pay the Costs of other Facilities, in which case such other Facilities shall become subject to the provisions of the applicable Transaction Lease as fully as if they were the originally leased Facilities; provided, however, at the direction of the School Board, upon delivery to the Trustee of a Favorable Opinion, such Net Proceeds shall be deposited in the related Lease Payment Account to be credited against Basic Lease Payments next coming due under the applicable Transaction Lease.

Assignment of Lease to Trustee

Pursuant to the Transaction Assignments, substantially all right, title and interest of the Corporation in and to the Transaction Ground Leases and in and to the Transaction Leases, including the right to receive Basic Lease Payments thereunder, has been absolutely and unconditionally assigned by the Corporation to the Trustee for the benefit of the owners of the Series 2026A Certificates and any other Certificates representing an undivided proportionate interest in the Basic Lease Payments payable under the Transaction Leases. The School Board has consented to such assignment.

Lease Covenants

Under the Transaction Leases, the School Board is responsible for the acquisition, construction and installation of the Refinanced Facilities pursuant to the specifications of the School Board, including the letting of all contracts for the acquisition, construction and installation of the Refinanced Facilities. In the Transaction Leases, the School Board covenants that it will: (i) maintain the Refinanced Facilities at all times during the Lease Term in good repair and condition; (ii) pay applicable taxes, utility charges and other governmental charges; and (iii) provide applicable insurance coverage, including property and liability insurance, all in accordance with the terms and provisions relating to these requirements, contained in the Transaction Leases.

Budget and Appropriation

The cost and expense of the performance by the School Board of its obligations under the Transaction Leases, under the Prior Leases and any Additional Leases and the incurrence of any liabilities of the School Board under the Transaction Leases, the Prior Leases and any Additional Leases including without limitation, the payment of all Lease Payments and all other amounts required to be paid by the School Board under all Leases, are subject to and dependent on appropriations being duly made from time to time by the School Board for such purposes. The School Board may not budget and appropriate available revenues to make Lease Payments selectively on a Lease by Lease basis, but must appropriate such revenues for all Leases or none of them. Under no circumstances will the failure of the School Board to appropriate sufficient funds in any Fiscal Year constitute a default or require payment of a penalty, or in any way limit the right of the School Board to purchase or utilize educational facilities similar in function to those leased under any Lease including the Transaction Leases.

Unless the School Board, at a public meeting held prior to the end of the then current Fiscal Year, gives notice of its intent not to appropriate the funds necessary to make the Lease Payments coming due in the following Fiscal Year under all Leases, the Superintendent will include in the Superintendent's tentative budget proposal, in a separate line item, the funds necessary to make such Lease Payments, and all Leases will be automatically renewed on June 30 of the current Fiscal Year, for the following Fiscal Year, subject to appropriation being made by the School Board in the final adopted budget. If Lease Payments are due during the period prior to the adoption of the School Board's final official budget for an ensuing Fiscal Year, the Lease Term of all Leases shall be deemed extended only if the tentative budget or extension of the prior budget (whether by School Board action or operation of law) makes available to the School Board monies which may be legally used to make the Lease Payments due under all Leases during such period. If no such appropriation is made in the budget as finally adopted or if no official budget is adopted as of the last day on which a final budget is required to have been adopted under applicable law and regulations, all Leases will terminate as of the date of adoption of the final official budget or the last date on which a final budget is required to have been adopted, whichever is earlier, and under which no appropriation has been made.

If the School Board declares its intent at such public meeting prior to the end of the then current Fiscal Year not to appropriate the funds necessary to make Lease Payments under all Leases, no Leases will be automatically renewed for the following Fiscal Year, but will terminate on June 30 of the current Fiscal Year. For a discussion of the effect of termination of the Lease Term of the Leases, see "THE TRANSACTION LEASES - Effect of Termination for Non-Appropriation or Default" herein.

Termination of Lease Term

The Lease Term of each Lease, including the Transaction Leases, will terminate upon the earliest of any of the following events:

(a) Each Lease will terminate on the latest Lease Payment Date set forth in any Lease;

(b) All Leases will terminate in the event of non-appropriation of funds for the payment of Lease Payments;

(c) All Leases will terminate upon a default by the School Board with respect to any Lease and the termination of the Lease Term of all Leases by the Trustee pursuant to the Master Lease; and

(d) A particular Lease will terminate upon payment by the School Board of the Purchase Option Price of the particular Facilities leased under such Lease by the School Board or upon provision for such payment pursuant to the Master Lease.

Effect of Termination for Non-Appropriation or Default

Upon termination of the Lease Term for the reasons referred to in (b) or (c) under "THE TRANSACTION LEASES - Termination of Lease Term" above, the School Board is required to immediately surrender and deliver possession of all the Facilities financed under all Leases (except for certain designated Facilities such as the Series 2008A-1 Comprehensive Needs Facilities, the Series 2009A-1 Comprehensive Needs Facilities and the Series 2009A-2 Facilities) to the Trustee in the condition, state of repair and appearance required under the Leases and in accordance with the Trustee's instructions. Upon such surrender, the Trustee (or other transferee) will attempt to sell or re-let its interest in such facilities in such manner and to such person or persons for any lawful purpose or purposes as it, in its sole discretion, determines to be appropriate. The Trustee will pursue such rights and remedies as directed by the Holders of a majority in aggregate principal amount of the Series 2026A Certificates and any other Certificates evidencing an interest in the Transaction Leases. The proceeds derived from any such sale or reletting of the School Board's leasehold interest in such Facilities, if any, will be applied first to the payment of the fees and expenses of the Trustee, second to payment in full of the Series of Certificates relating to such Facilities and then to the payment of other outstanding amounts as described in said Lease(s). The proceeds of the disposition of the Refinanced Facilities (excluding the Series 2008A-1 Comprehensive Needs Facilities, the Series 2009A-1 Comprehensive Needs Facilities and the Series 2009A-2 Facilities) leased under (i) the Series 2008A-1 Lease will be applied to the payment of the Series 2026A Certificates allocable to the Series 2008A-1 Lease, equally and ratably with the Unrefunded Series 2016A Certificates (and in the case of disposition of the Overlapping Facilities subject to the Series 2008A-1 Lease, with holders of other Certificates representing an interest therein), after payment of the expenses of the Trustee and then as described in the Series 2008A-1 Lease and (ii) the Series 2009A-1 Lease will be applied to the payment of the Series 2026A Certificates allocable to the Series 2009A-1 Lease, equally and ratably with the Unrefunded Series 2016B Certificates allocable to the Series 2009A-1 Lease and the Series 2017B Certificates allocable to the Series 2009A-1 Lease (and in the case of disposition of Overlapping Facilities, with other Certificates representing an interest therein), after payment of the expenses of the Trustee, in accordance with the terms of the Series 2009A-1 Lease. **Under the Transaction Leases, the School Board may not be dispossessed of the Series 2008A-1 Comprehensive Needs Facilities, the Series 2009A-1 Comprehensive Needs Facilities, the Series 2009A-2 Facilities or any personal property refinanced, in whole or in part, with the proceeds of the Series 2026A Certificates.** See "RISK FACTORS - Limitation Upon Disposition; Ability to Sell or Relet" herein. EXCEPT AS DESCRIBED HEREIN, IN NO EVENT WILL OWNERS OF THE SERIES 2026A CERTIFICATES HAVE ANY INTEREST IN OR RIGHT TO ANY

PROCEEDS OF THE DISPOSITION OF FACILITIES FINANCED OR REFINANCED WITH THE PROCEEDS OF ANOTHER SERIES OF CERTIFICATES.

For a discussion of the remedies available to the Trustee if the School Board refuses or fails to voluntarily deliver possession of the Facilities to the Trustee, see "APPENDIX C - CERTAIN LEGAL DOCUMENTS - Master Lease Purchase Agreement, as amended" hereto.

There can be no assurance that the remedies available to the Trustee upon any termination of the Lease Terms of all Leases for non-appropriation or default and the disposition of the Refinanced Facilities (except for certain designated Facilities such as the Series 2008A-1 Comprehensive Needs Facilities, the Series 2009A-1 Comprehensive Needs Facilities and the Series 2009A-2 Facilities) will produce sufficient amounts to pay the Series 2026A Certificates. Federal income tax status of payments made to Series 2026A Certificate holders after such termination may also be adversely affected. See "RISK FACTORS – Tax Effect Upon Termination of Transaction Leases" and "TAX TREATMENT" herein. Further, after such termination of the Lease Terms of all Leases, transfer of Series 2026A Certificates may be subject to the registration provisions of applicable federal and state securities laws. Accordingly, there is no assurance that liquidity of the Series 2026A Certificates will not be impaired following termination of the Lease Term of the Leases. See "RISK FACTORS" herein.

THE CORPORATION

The Broward School Board Leasing Corp. is a Florida not-for-profit corporation formed in June 1989 for the purpose of acting as lessor under leases with the School Board. The sole member of the Corporation is the School Board. Upon dissolution, all of its assets will be distributed to the School Board. The Board of Directors of the Corporation consists of the members of the School Board and its officers are School Board members and employees. There is no litigation pending against the Corporation.

Pursuant to the Transaction Assignments, the Corporation made absolute and unconditional assignments of substantially all its right, title and interest under the Transaction Leases and the Transaction Ground Leases to the Trustee, retaining its rights to indemnification and to receive notices under the Master Lease.

The Trustee will directly collect all of the Basic Lease Payments which are the primary source of and security for payment of the Series 2026A Certificates. The credit of the Corporation is not material to any of the transactions contemplated in this Offering Statement. No financial information concerning the Corporation has been included herein, nor is it contemplated that any such financial information will be included in any future Offering Statement relating to the sale of any additional Certificates or other obligations of the School Board or the Corporation.

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THE SCHOOL BOARD AND THE DISTRICT

General

Established in 1915, the District is organized under Section 4, Article IX of the Constitution of the State of Florida and Chapter 1001, Florida Statutes. The District covers the same geographic area as the County and provides elementary, secondary and vocational educational services to the unincorporated areas of the County and all of the 31 incorporated municipalities within the County, the largest of which is the City of Fort Lauderdale. The District has a student enrollment that is the second largest in the State and the sixth largest in the United States. As of September 8, 2025, the District served 236,667 students (including 48,820 charter school students) and approximately 125,000 adult students in 236 schools and education centers, three technical colleges and 86 charter schools. The District is the County's largest single employer. As of October 20, 2025, the District had approximately 26,270 permanent employees, including over 12,975 classroom instructors.

Management of the District is independent of the County government and local governments within the County. The District is part of the State system of public education operated under the general direction and control of the State Board of Education. The District is governed by the School Board, which consists of nine elected members. The Superintendent of Schools is appointed by the members of the School Board and serves as the executive officer of the District. The District has taxing authority, as more fully described herein under "AD VALOREM TAXATION," "OPERATING REVENUES OF THE DISTRICT – Local Sources" and "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS – Local Sources" herein. The County Tax Collector collects ad valorem taxes for the District, but exercises no control over the District's tax receipts. Additional information concerning the County is contained in "APPENDIX A – INFORMATION REGARDING BROWARD COUNTY, FLORIDA" hereto.

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Statistical Data

The following tables present a statistical overview of the District's enrollment profiles and data regarding the District's public school facilities.

Profile of Student Enrollments[1]

	Fiscal Year 2021-22	Fiscal Year 2022-23	Fiscal Year 2023-24	Fiscal Year 2024-25	Fiscal Year 2025-26[2]
Pre-Kindergarten to Grade 3	59,761	61,321	59,785	58,161	54,100
Grades 4-8	74,812	70,967	69,982	68,239	64,997
Grades 9-12	69,959	68,708	67,914	67,583	65,269
Centers	3,443	3,725	3,592	3,851	3,481
Total	207,975	204,721	201,273	197,834	187,847

(1) Excludes charter school enrollment and Family Empowerment Scholarship students. See "RECENT GOVERNMENTAL ACTIONS AND OTHER EVENTS AFFECTING DISTRICT REVENUES – Legislative Changes Relating to School Choice" herein.
(2) Demographics & Enrollment Planning Department: September 9, 2025 student enrollment from FOCUS.
Source: Annual Comprehensive Financial Report of The School Board of Broward County, Florida for the Fiscal Year Ended June 30, 2025; District Demographics and Enrollment Planning Department.

For student enrollment projections, see "DISTRICT EDUCATIONAL FACILITIES PLAN" herein.

School Facilities[1]

	Fiscal Year 2021-22	Fiscal Year 2022-23	Fiscal Year 2023-24	Fiscal Year 2024-25	Fiscal Year 2025-26
Elementary	135	137	137	137	133
Middle	35	35	35	35	35
High	32	32	32	32	32
Others[2]	36	33	32	32	36
Total	238	237	236	236	236

(1) Excludes charter schools. For Fiscal Year 2025-26, there are 86 operating charter schools located within the District.
(2) Adult/vocational schools, exceptional centers and combination schools which serve multiple levels.
Source: Annual Comprehensive Financial Report of The School Board of Broward County, Florida for the Fiscal Year Ended June 30, 2025; District Demographics and Enrollment Planning Department.

School Facilities Reorganization Plan

Primarily due to declining student enrollment and changing economic factors, the District is consolidating a number of underutilized schools in order to decrease costs and increase operational efficiencies. Certain of such underutilized schools were converted into combination schools (K-8 or grade 6-12) which are generally more popular among District families. The

consolidations did not result in the elimination of any District programs, however, District staff will be reduced in proportion to student enrollment. Among the plans adopted by the School Board for the 2025-26 school year, is consolidation of Broward Estates Elementary School into Dr. Martin Luther King, Jr. Montessori Academy as a K-5 school; reconfiguration of four elementary schools (Coconut Creek, Coral Cove, Hollywood Central and Silver Shores) into K-8 schools; transferring students from underutilized Silver Shores Elementary School to Silver Lakes Elementary School and Silver Palms Elementary School; and reconfiguring Pines Middle School into a grade 6-12 school. The only school that was consolidated for 2025-26, Broward Estates Elementary, is not subject to the Master Lease Program. **[**However, three schools subject to the Master Lease, including Seagull Alternative High School which is a component of the Series 2009A-1 Facilities, are currently being considered for consolidation and repurposing. See "THE REFINANCED FACILITIES – The Series 2009A-1 Facilities" and "THE PRIOR FACILITIES" herein.**]** See also, "RISK FACTORS – State Revenues" herein.

Accreditation

All non-charter public schools in the District are fully accredited by Cognia, formerly known as AdvancEd. The District is the second largest fully accredited school district in the nation and is Florida's first fully accredited school system since 1962.

The School Board

The School Board is a public body corporate existing under the laws of the State of Florida, particularly Section 1001.40, Florida Statutes, and is the governing body of the District. The School Board consists of nine members, two of whom are elected by Countywide vote and seven of whom are elected from single member districts for overlapping four-year terms.

Under existing statutes, the School Board's duties and powers include, but are not limited to, the acquisition, maintenance and disposition of school property within the District; the development and adoption of a school program for the District; the establishment, organization and operation of schools, including vocational and evening schools and programs for gifted students and handicapped students, including students in residential care facilities; the appointment, compensation, promotion, suspension and dismissal of employees; the establishment of courses of study and the provision of adequate instructional aids; and the establishment of a system to transport students to school or school-related activities.

The School Board also has broad financial responsibilities, including the approval of the annual budget, adoption of the school tax millage levy and the establishment of a system of accounting and budgetary controls. The annual budget and accounting reports must be filed with the State of Florida Department of Education.

The Chair of the School Board is elected by the members of the School Board annually. The Superintendent of Schools (the "Superintendent") is the ex-officio Secretary of the School Board. The present members of the School Board, any applicable offices and the expiration of their terms are as follows:

Name/Office	Initial Term Commencing November	Current Term Expires November
Sarah Leonardi, Chair	2020	2028
Dr. Jeff Holness, Vice Chair	2022	2028
Lori Alhadeff	2018	2026
Maura McCarthy Bulman	2024	2026
Adam Cervera, Esq.	2025	2026
Debra Hixon	2020	2028
Nora Rupert	2010	2026
Rebecca Thompson	2024	2028
Dr. Allen Zeman	2022	2026

Administration

The Chief Executive Officer of the District is the Superintendent, who is appointed by the School Board. The Superintendent's powers and duties include keeping the records of the School Board, acting as custodian for District property, preparing long-term and annual school programs, directing the work of District personnel, making policy recommendations to the School Board in the areas of child welfare, pupil transportation, school plant and District finance, and performing the additional duties assigned to him by law and the regulations of the State Department of Education.

Set forth below are biographical descriptions of the Superintendent and certain other administrative personnel of the District:

Dr. Howard Hepburn was selected by the School Board as the District's Superintendent of Schools on April 16, 2024. Dr. Hepburn is an esteemed educator with over two decades of experience, serving the District as the Deputy Superintendent of Teaching and Learning. Among his many accomplishments, Dr. Hepburn is recognized as a change leader, dedicated to implementing strategies that raise awareness and bridge learning gaps in socio-economically challenged communities, thereby empowering them to surpass expectations. Throughout his career, Dr. Hepburn has held pivotal roles, including classroom teacher, coach, dean, assistant principal, principal and instructional superintendent. He has actively contributed to numerous district committees aimed at enhancing student achievement and ensuring equitable learning opportunities. Dr. Hepburn has served as an instructional leader in large urban school districts in Florida, notably the School District of Palm Beach County. There, he served as Instructional Superintendent for the Glades Region, and subsequently the South Region, supporting secondary principals and leadership teams in navigating intricate school environments. He holds a Bachelor of Science in Science Education and a Master of Education in Educational Leadership from the University of Central Florida, and a Doctor of Education in Educational Leadership from Florida Southern College.

Romaneir Johnson is the Chief Financial Officer of the District. Prior to her current role, Ms. Johnson was Chief Financial Officer at the School District of Hillsborough County, Florida ("Hillsborough Schools"). At Hillsborough Schools, she inherited a $1.9 billion budget that had an operational deficit of $23 million in fiscal year 2021. She was able to bring stability to the

budget in two years and by the end of fiscal year 2023, Hillsborough Schools had an ending fund balance of $330 million. Prior to becoming Chief Financial Officer of Hillsborough Schools, Ms. Johnson has held a myriad of roles that range from CEO of R. Johnson's Consulting working with FCMAT in the Bay Area and Vice Chancellor of Finance and Administration at Peralta Community College District. She has many years of experience in strategically leading deficit districts from K-12, universities, and community colleges to becoming fiscally sound through budget cuts, budget realignment and negotiation of contracts. She has extensive experience leading teams of highly experienced financial professionals that were responsible for ensuring proficient financial reporting, compliance with regulatory standards and regulations, production of accurate and timely financial statements, and the creation of various revenue and budget reports. Ms. Johnson earned a bachelor's degree in accounting from the University of Michigan, and a master's degree in accounting from the Davenport University.

Ivan Perrone joined the District in 2006 as Treasury Manager, responsible for the day-to-day operation of the Treasurer's Office ensuring adequate cash liquidity in order to match liabilities and invest surplus funds to anticipated cash flow needs. Mr. Perrone was appointed to the position of Acting Treasurer in 2013 and to the position of Treasurer in May 2015, where he is now responsible for the management of the District's cash and investment portfolio, in addition to banking and debt administration functions. Prior to joining the District, Mr. Perrone was a Financial Analyst for Siemens Real Estate in Boca Raton, Florida. Prior to Siemens, Mr. Perrone was Controller for the City of North Lauderdale, Florida. Mr. Perrone was both a Financial Analyst I (supporting Canada Technologies) and a Financial Systems Analyst (supporting American Express Technologies) during his time at American Express, Florida. Prior to American Express, Mr. Perrone was the Interim Treasurer for the City of Tamarac, Florida. Mr. Perrone received a Bachelor of Business Administration Degree from Pace University, New York. He is a member of Government Finance Officers Association (GFOA) and the Florida Government Finance Officers Association, South Florida Government Finance Officers and City Clerks Association and Association of Public Treasurers of the United States and Canada.

Omar Shim is the Director of Capital Budget for the District. Mr. Shim began his career in the District in 2000 as a Capital Scheduling and Claims Analyst, then was promoted to Director of Quality Assurance and Assistant to Comptroller in 2003. In 2005, he was appointed as Special Assigned Director of Capital Budget and took over the position permanently in 2006. In that capacity, he oversees the District's capital budget and facilitates the process of developing the District Educational Facilities Plan. Mr. Shim graduated from Florida Atlantic University and is a member of the GFOA and the Florida School Finance Officers Association.

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Employee Relations

As of October 20, 2025, the School Board employed approximately 26,270 persons (full and part-time), the majority of which are represented by collective bargaining agents. The employee groups, bargaining agents/meet and confer groups and the current union contract expiration dates are set forth in the table below:

Employee Group	Bargaining Agents/ Meet and Confer Groups	Contract Expiration[1]	Status of Negotiations
Teachers	Broward Teachers Union ("BTU") – Teachers Contract	June 29, 2026[2]	In negotiations for the 2025-26 School Year.
Education Support Professionals	BTU – Educational Support Professionals	June 30, 2026[2]	In negotiations for the 2025-26 School Year.
Technical Support Professionals	BTU – Technical Support Professionals	June 29, 2026[2]	In negotiations for the 2025-26 School Year.
Clerical	Federation of Public Employees ("FOPE")	June 30, 2026[2]	In negotiations for the 2025-26 School Year.
Maintenance, Facilities, Transportation, Security Specialists, Campus Monitors	FOPE	June 30, 2026[2]	In negotiations for the 2025-26 School Year.
Food Service	FOPE	June 30, 2026[2]	In negotiations for the 2025-26 School Year.
Police Officers I & II	Police Benevolent Association ("PBA")	June 30, 2027[2]	In negotiations for the 2025-26 School Year.
Clerical Confidential	Confidential Office Personnel Association	N/A	In discussions for the 2025-26 School Year.
Assistant Principals and Principals	Broward Principals and Assistants Association	N/A	In discussions for the 2025-26 School Year.
Educational Support and Management Administrators	Educational Support & Management Association of Broward, Inc.	N/A	In discussions for the 2025-26 School Year.

[1] Note: When a contract has expired, Florida law requires operating under the expired contract until a new contract has been negotiated and approved. Work stoppages are not permitted under Florida law.

[2] With re-openers each year.

Source: The District.

Budget Process

State law requires the School Board to advertise its intent to adopt a tentative budget, including a capital outlay budget, within 29 days following the Broward County Property Appraiser's official certification of taxable property, which usually occurs on or about July 1. The School Board holds a public hearing on the tentative budget and the proposed tax rates within five days of its advertisement, and officially adopts the tentative budget and tax rates at the hearing. Thereafter, the Broward County Property Appraiser prepares tax millage notices for property owners within the District. The final budget and tax rate are fixed in September of each year, following a final public hearing and in accordance with statutory timelines. The School Board adopted the final budget for the 2025-26 Fiscal Year on September 9, 2025.

As part of the budget process, the District is required to provide advance notice of the purposes for which the District intends to spend budgeted amounts, including those derived from the proceeds of the Local Option Millage Levy, and to adopt a budget which shows the capital outlay expenditures applicable to each project. For information regarding the Local Option Millage Levy see "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS – Local Sources" herein. The District currently lists in such notice all projects which may begin within the Fiscal Year which are reasonably anticipated to be funded from proceeds of the estimated Local Option Millage Levy (as defined herein). This listing is provided to allow for public input for all capital outlay projects which are reasonably anticipated to be funded from such proceeds.

The Superintendent of Schools is responsible for preparing the preliminary and tentative budgets for recommendation to the School Board. Florida law requires the School Board to adopt and maintain a balanced budget, in which anticipated revenues less certain required deductions combined with beginning fund balances equal appropriations. Generally, the final budget is substantially the same as the tentative budget since the School Board's hiring plans and materials purchases have been determined before the final budget is adopted.

FINANCIAL RESULTS AND LIABILITIES OF THE DISTRICT

The following briefly describes financial results of the District and certain District liabilities. For additional information concerning such matters see "APPENDIX B - EXCERPTED INFORMATION FROM THE ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR THE FISCAL YEAR ENDED JUNE 30, 2025" hereto.

Financial Results

The Association of School Business Officials International has awarded the District a Certificate of Excellence in Financial Reporting for the past 42 consecutive years and, for the last 29 consecutive years, the District has received a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada. Both awards are given to recognize the high quality of financial reporting undertaken by the District.

The financial and accounting procedures of the District are designed to conform to generally accepted accounting principles applied to governmental units. The District's accounting system is organized on the basis of funds. Resources are allocated to and accounted for in individual funds based on the purpose for which they are to be spent and the means by which spending activities are controlled. The accounts for the governmental fund types are maintained on a modified accrual basis of accounting, whereby revenues are recognized when they become available and measurable and expenditures are recorded in the accounting period in which the liability is incurred, if measurable, except unmatured interest on general long-term debt, which is recognized when the interest is due. The internal service funds are maintained on the accrual basis of accounting, whereby revenues are recognized when earned and expenses are recognized when incurred. Agency funds, accounted on the accrual basis, are purely custodial in nature (assets equal liabilities) and as such, do not have a measurement focus.

The District's governmental funds are used to account for the programs and activities of the governmental functions of the District. The General Fund serves as the primary operating fund of the District. Local ad valorem taxes, Florida Education Finance Program ("FEFP") funds and selected State categorical programs constitute the primary resources of the General Fund. The Special Revenue Funds of the District are used to account for the proceeds of specific revenue sources (other than major capital projects) that are legally restricted or committed to expenditures for specific purposes. Major sources of revenue for these funds are federal grants and food sales. The Debt Service Funds of the District are used to account for the payment of interest and principal on general long-term debt. Major sources of revenue for these funds include the voter-approved millage levy, non-voted special millage levy and the State Board of Education revenue. Capital Project Funds of the District are used to account for financial resources to be used for the acquisition or construction of major capital facilities and equipment. Major sources of revenue for these funds are local ad valorem taxes, educational impact fees, and State PECO distributions.

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General Fund Operations

The following table summarizes the revenues, expenditures and changes in fund balances for the General Fund for the Fiscal Years ended June 30, 2022 through June 30, 2025 (audited) and June 30, 2026 (budgeted).

School District of Broward County, Florida
Statement of Revenues, Expenditures and Changes in Fund Balance - General Fund
(In Thousands)
For the Fiscal Years Ended June 30

	Audited				Budgeted
	2022	2023	2024	2025	2026
REVENUES:					
Local Sources:					
Ad Valorem Taxes	$1,094,137	$1,138,748	$1,427,350	$1,506,026	$1,606,378
Interest Income And Other	66,020	88,354	111,237	102,234	74,366
Total Local Sources	1,160,157	1,227,102	1,538,587	1,608,260	$1,680,744
State Sources:					
Florida Education Finance Program	707,104	755,353	741,151	728,970	974,724
Other	352,333	380,423	359,901	360,754	334,130
Total State Sources	1,059,437	1,135,776	1,101,052	1,089,724	1,308,854
Federal Sources:					
Other	15,644	15,999	15,060	13,117	13,997
Total Federal Sources	15,644	15,999	15,060	13,117	13,997
Total Revenues	2,235,238	2,378,877	2,654,699	2,711,101	3,003,595
EXPENDITURES:					
Instructional Services	1,473,312	1,591,025	1,747,175	1,788,628	2,214,111
Pupil Instructional Support Services	227,033	245,679	290,211	301,751	260,514
Pupil Transportation Services	90,682	95,017	101,804	104,698	98,955
Operation and Maintenance	287,239	319,453	331,226	387,558	329,242
School Administration	150,921	152,243	162,597	163,435	154,915
General Administration	114,461	138,222	155,572	157,237	127,290
Food Services	511	641	35	-	-
Capital Outlay	11,239	19,749	26,800	36,818	20,145
Debt Service	679	3,010	7,825	6,889	11,657
Total Expenditures	2,356,077	2,565,039	2,823,245	2,947,014	3,216,829
Excess (Deficiency) of Revenues Over (Under) Expenditures	(120,839)	(186,162)	(168,546)	(235,913)	(213,234)
OTHER FINANCING SOURCES (USES):					
Loss Revenues	-	720	-	-	-
Capital Lease	-	-	-	-	-
Equipment Finance Agreements	4,723	4,604	11,077	13,779	-
Operating Transfers In	133,429	156,352	166,319	230,264	213,056
Operating Transfers Out	(415)	(2,750)	(712)	(1,222)	(40)
Total Other Financing Sources (Uses)	137,737	158,926	176,684	242,821	213,016
Excess (Deficiency) of Revenues and Other Sources Over (Under) Expenditures and Other Uses	16,898	(27,236)	8,138	6,908	(218)
Adjustment to conform with GAAP:	-	-	-	-	-
Fund Balances, Beginning of Year	$201,250	$218,148	$190,912	$199,050	$205,958
Fund Balances, End of Year	$218,148	$190,912	$199,050	$205,958	$205,740

Source: Annual Comprehensive Financial Report of The School Board of Broward County, Florida for the Fiscal Year Ended June 30, 2025; 2025-2026 Budgeted figures provided by Broward County Public Schools Budget Office.

General Fund Ending Balance Guidelines

Section 1011.051, Florida Statutes, entitled "Guidelines for general funds" requires that if a school district's General Fund ending balance not classified as restricted, committed or nonspendable in the approved operating budget is projected to fall below three percent (3%) of projected General Fund revenues, the Superintendent shall provide written notification to the district school board and the Commissioner of Education. The section further requires that if the General Fund ending balance not classified as restricted, committed or nonspendable is projected to fall below two percent (2%) of projected General Fund revenues, the Superintendent shall provide written notification to the district school board and the Commissioner of Education. Within 14 days after receiving such notification of an ending balance below two percent (2%), if the Commissioner determines that the district does not have a plan that is reasonably anticipated to avoid a financial emergency as determined pursuant to Florida Statutes pertaining thereto, the Commissioner shall appoint a financial emergency board that may take certain delineated steps to assist a district school board in complying with the General Fund requirements. In Fiscal Year 2023-24, the District's General Fund ending balance not classified as restricted, committed or nonspendable was 3.58% of General Fund Revenues. In Fiscal Year 2024-25, the District's General Fund ending balance not classified as restricted, committed or nonspendable was 4.23% of General Fund Revenues and for Fiscal Year 2025-2026 is budgeted to be 3.83% of General Fund Revenues.

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Capital Projects Fund

The following table shows results for the Capital Projects Fund for the Fiscal Years ended June 30, 2022 through June 30, 2025 (audited) and June 30, 2026 (budgeted).

The School District of Broward County, Florida
Statement of Revenues, Expenditures and Changes in Fund Balance - Capital Projects Fund
(In Thousands)
For the Fiscal Years Ended June 30

	Audited				Budget
	2022	**2023**	**2024**	**2025**	**2026**
REVENUES:					
Local Sources:					
Ad Valorem Taxes	$340,634	$383,775	$434,662	$469,544	$499,910
Interest Income and Other	17,199	35,328	48,592	41,609	12,155
Total Local Sources	357,833	419,103	483,254	511,153	512,065
State Sources:					
Public Education Capital Outlay	-	-	-	-	-
Categorical Programs and Other	43,411	53,743	41,585	45,898	54,982
Total State Sources	43,411	53,743	41,585	45,898	54,982
Federal Sources:					
Grants and Other	468	19	235	5,160	-
Total Federal Sources	468	19	235	5,160	-
Total Revenues	401,712	472,865	525,074	562,211	567,048
Expenditures:					
Capital Outlay and Other	300,720	272,773	360,350	355,638	798,069[(1)]
Interest Charges and Other	765	527	548	585	-
Total Expenditures	301,485	273,300	360,899	356,223	798,069
Excess (Deficiency) Of Revenues Over (Under) Expenditures	100,227	199,565	164,176	205,988	(230,376)
OTHER FINANCING SOURCES (USES):					
Certificates of Participation Issued	413,990	-	-	-	-
Premium (Discount) On Long-Term Debt Issued	49,291	-	-	26,604	116,309
Equipment Finance Agreements	35,824	-	-	-	-
Capital Assets	-	-	-	-	-
Sale of Capital Assets	20,509	4,859	721	6,103	-
Other Loss Recoveries	-	23,054	5,964	1,956	-
Transfers In	30	2,347	322	1,158	-
Transfers Out	(316,567)	(352,208)	(356,667)	(416,330)	(396,235)
Total Other Financing	203,077	(321,948)	(349,660)	(380,509)	(279,926)
Net Changes in Fund Balances	303,304	(122,383)	(185,484)	(174,521)	(510,948)
Fund Balances, Beginning of Year	$690,033	$993,337	$870,954	685,470	510,948
Fund Balances, End of Year[(2)]	$999,337	$870,954	$685,470	510,948	-

(1) **[**Reflects budgeted capital outlay expenditures to be expended over the next three fiscal years, commencing with Fiscal Year 2025-26.**]**

(2) The ending funding balance in prior years represent the funds remaining at the end of that fiscal year after all expenses have occurred. For Fiscal Year 2026, all funds have been allocated to Capital Outlay and Other, even though all of such funds are not anticipated to be expensed for such purpose during Fiscal Year 2026. Funds remaining at the end of Fiscal Year 2026 will be carried forward into the Fiscal Year 2027 budget. Based on actual Fiscal Year 2025-26 Revenues and Expenditures to date, the District estimates its actual Fiscal Year 2025-26 End of Year Fund Balance to be approximately $429.0 million.

Source: Annual Comprehensive Financial Report of The School Board of Broward County, Florida for the Fiscal Year Ended June 30, 2025; Fiscal Year 2025-26 budgeted figures provided by Broward County Public Schools Capital Budget Department.

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Long Term Debt

Set forth below is selected information regarding outstanding debt of the District and the County (the boundaries of which are coterminous with the District) as of June 30, 2025. For more detailed financial information concerning the District, see "APPENDIX B – EXCERPTED INFORMATION FROM THE ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR THE FISCAL YEAR ENDED JUNE 30, 2025" hereto.

School District of Broward County, Florida
Direct and Overlapping Debt
June 30, 2025
(in thousands)

Direct Debt	
General Obligation	$703,405
Certificates of Participation	1,038,545
Special Obligation Bonds[(1)]	1,623
Capital Leases	93,483
Leases	1,088
Premium/Discount (net)	191,861
Total Direct Debt	2,030,005
Overlapping Debt[(2)]	
Broward County[(3)]	9,400
Total Direct and Overlapping Debt	$2,039,405

(1) Special obligation debt is payable from motor vehicle license and gross receipts taxes.
(2) Overlapping debt includes only general obligation debt secured by ad valorem taxes as of September 30, 2024.
(3) Because the County and the District coincide, the percentage of overlap is 100%.
Source: The School District of Broward County, Florida.

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School District of Broward County, Florida - Outstanding Long-Term Debt
As of June 30, 2025 (Unaudited)

Description	Principal Amount Outstanding[4]
Self-Supporting State Bonds:[1]	
State Board of Education Capital Outlay Bonds, Series 2017-A – Refunding	$ 1,270,000
State Board of Education Capital Outlay Bonds, Series 2019-A – Refunding	353,000
Sub-Total State Board Bonds	$ 1,623,000
General Obligation Bonds [2]	
Series 2015 Bonds	$ 36,565,000
Series 2019 Bonds	153,405,000
Series 2021 Bonds	193,120,000
Series 2022 Bonds	250,860,000
Series 2025 Bonds	69,455,000
Sub-Total General Obligation Bonds	$ 703,405,000
Certificates of Participation:[3]	
Series 2010A Certificates (QSCB)	$ 51,645,000
Series 2016A Certificates – Refunding	123,315,000
Series 2016B Certificates – Refunding	12,965,000
Series 2017B Certificates – Refunding	56,300,000
Series 2017C Certificates – Refunding	32,500,000
Series 2019A Certificates – Refunding	100,180,000
Series 2019B Certificates – Refunding	65,085,000
Series 2020A Certificates	202,590,000
Series 2022A Certificates	35,285,000
Series 2022B Certificates	151,260,000
Series 2025A Certificates	207,420,000
Sub-Total Certificates of Participation	$1,038,545,000
Equipment Finance Agreements:	
Various	$ 93,483,000
TOTAL LONG-TERM DEBT OUTSTANDING	**$1,837,056,000**

[1] Bonds are issued by the State Board of Education on behalf of the District and are secured by a pledge of the District's portion of the State assessed motor vehicle license tax, as well as a pledge of the State's full faith and credit.

[2] The issuance of the general obligation bonds was approved by the qualified electors of the District at a referendum held on November 4, 2014. The bonds are secured by a lien and a pledge of proceeds of the levy and collection of ad valorem school district taxes on all taxable real and personal property, excluding homestead exemption as required by Florida law, without limitation as to rate or amount.

[3] Subject to annual appropriation.

[4] Rounded to nearest thousand.

Source: Annual Comprehensive Financial Report of The School Board of Broward County, Florida for the Fiscal Year Ended June 30, 2025.

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General Obligation Debt. With the overwhelming support of 73.7% of the voters of the County, an $800 million general obligation bond referendum was approved on the November 4, 2014 ballot. Proceeds from the general obligation bonds are used to modernize and improve the safety of outdated educational facilities and upgrade instructional technology. Issuance of the general obligation bonds allows the District to enhance students' learning environments by focusing on improvements in safety, music, art, athletics, renovations and technology to achieve its long term goals. The District amended the District Educational Facilities Plan to include projects to be funded by the general obligation bonds, when issued. See "DISTRICT EDUCATIONAL FACILITIES PLAN" herein. The District has issued all $800 million of the authorized new money general obligation bonds. Principal and interest on outstanding general obligation bonds will be paid from ad valorem school district taxes levied for such purposes on all taxable real and personal property within the District, excluding exempt property as required by Florida law. The voted millage to be collected by the District in connection with the issuance of general obligation bonds approved on the November 4, 2014 ballot is being levied in the current 2025-26 Fiscal Year of the District and will continue through the final maturity of the general obligation bonds related thereto. See "AD VALOREM TAXATION – Millage Set by Local Governing Body" herein. In order to issue new money general obligation bonds in addition to the $800 million previously authorized and issued, the approval of the majority of the qualified electors of the County voting in a new referendum is required. However, the District may issue general obligation bonds for refunding purposes without voter approval.

Obligations Under Unrelated Lease Purchase Agreements

The School Board has in the past and may, in the future, enter into lease purchase agreements upon terms and conditions other than those in the Master Lease. The School Board has entered into lease purchase agreements to finance buses, vehicles, equipment, computer devices, and software. The current outstanding principal balance of these agreements is $[81,703,916]. The School Board anticipates continuing to finance additional items through similar lease arrangements in the future. These leases are not part of the Master Lease. Unless otherwise expressly provided in this Offering Statement, failure to make payments under any such lease purchase agreements, or an event of default under any such lease purchase agreement, will not affect the Lease Terms or cause the termination of the Transaction Leases or any other Leases. Payments under such lease purchase agreements are expected to be made from Local Option Millage Levy revenues, which are the primary source of repayment for the Series 2026A Certificates. See "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS – Local Sources – Local Option Millage Levy" herein.

Retirement Programs and Other Post-Employment Benefits

Florida Retirement System. Essentially all regular employees of the District are eligible to enroll as members of the Florida Retirement System (the "FRS"). The FRS is a single retirement system administered by the Florida Department of Management Services ("DMS"), and consists of two cost-sharing, multiple-employer retirement plans and other nonintegrated programs. These include a defined-benefit pension plan (the "FRS Pension Plan"), a Deferred Retirement Option Program (the "DROP"), a Retirement Health Insurance Subsidy Plan (the "HIS Plan"), and a defined-contribution plan, referred to as the Florida Retirement System Investment Plan (the "Investment Plan"). A comprehensive annual financial report of the FRS, which includes its

financial statements, required supplementary information, actuarial report, information about the FRS's fiduciary net position, and other relevant information, is available from the DMS at: www.dms.myflorida.com.

FRS Pension Plan. The Florida Legislature establishes contribution rates for employers and employees participating in the FRS Pension Plan. The District's contributions (not including employee contributions) to the FRS Pension Plan for Fiscal Year 2024-25 totaled $156.6 million, which was equal to the required contributions for such fiscal year. At June 30, 2025, the District reported a liability of $1.1 billion for its proportionate share of the FRS Pension Plan's net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The District's proportionate share of the net pension liability was based on the District's Fiscal Year 2023-24 contributions relative to the total fiscal year 2023-24 contributions of all participating members. At June 30, 2024, the District's proportionate share was 2.76%, which was a decrease of 0.10% from its proportionate share measured as of June 30, 2023. For the Fiscal Year ended June 30, 2025, the District recognized the FRS Pension Plan pension expense of $155.5 million. In addition, the District reported deferred outflows of resources of $431.9 million and deferred inflows of resources of $129.4 million related to the FRS Pension Plan.

HIS Plan. The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. The District's contributions to the HIS Pension Plan totaled $31.1 million for Fiscal Year 2024-25. At June 30, 2025, the District reported a net pension liability of $548.1 million for its proportionate share of the HIS Plan's net pension liability. The current portion of the net pension liability is the District's proportionate share of the benefit payments expected to be paid within one year, net of the District's proportionate share of the HIS Plan's fiduciary net position available to pay that amount. The net pension liability was measured as of June 30, 2024 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The District's proportionate share of the net pension liability was based on the District's Fiscal Year 2023-24 contributions relative to the total fiscal year 2023-24 contributions of all participating members. At June 30, 2024, the District's proportionate share was 3.65%, which was a decrease of 0.10% from its proportionate share measured as of June 30, 2023. For the Fiscal Year ended June 30, 2025, the District recognized pension expense of $13.7 million related to the HIS Plan. In addition, the District reported deferred outflows of resources of $46.1 million and deferred inflows of resources of $100.6 million related to the HIS Plan.

Investment Plan. The District contributes to the Investment Plan for its eligible employees electing to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. The District's total contribution to the plan totaled $28 million.

ALL POTENTIAL PURCHASERS OF THE SERIES 2026A CERTIFICATES SHOULD REVIEW NOTE 14 OF THE NOTES TO THE BASIC FINANCIAL STATEMENTS AND REQUIRED SUPPLEMENTARY INFORMATION SET FORTH IN "APPENDIX B – EXCERPTED PAGES FROM THE ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

FOR THE FISCAL YEAR ENDED JUNE 30, 2025 AND INDEPENDENT AUDITORS' REPORT" ATTACHED HERETO. SUCH NOTE 14 AND REQUIRED SUPPLEMENTARY INFORMATION CONTAIN DESCRIPTIONS OF THE PENSION PLANS AND MATERIAL FINANCIAL INFORMATION CONCERNING THE PLANS, INCLUDING BUT NOT LIMITED TO, INFORMATION REGARDING CONTRIBUTIONS, COSTS, FUNDED STATUS AND FUNDING PROGRESS.

Other Post-Employment Benefits. In addition to its contributions under the State's retirement plan described above, the District provides other postemployment benefits ("OPEB") for certain of its retired employees in the form of an implicit rate subsidy by providing access to health insurance plans. The offering of this health insurance coverage is required by Section 112.0801, Florida Statutes. In addition, retirees are eligible to continue the District-sponsored term life insurance policy provided by the District.

In June 2015, the Governmental Accounting Standards Board issued Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions ("GASB No. 75"), which was adopted by the District for the year ended June 30, 2018 and which replaced GASB Statement No. 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions ("GASB 45"). GASB No. 75 addresses accounting and financial reporting for OPEB provided to employees of state and local government employers; establishes standards for recognizing and measuring liabilities, deferred outflows of resources, deferred inflows of resources, and expenses; requires governments to report a liability, deferred outflows of resources, deferred inflows of resources, and expenses on the face of the financial statement for the OPEB that they provide; and requires more extensive note disclosures and supplementary information about their OPEB liability.

The District has historically accounted for its OPEB contributions on a pay-as-you-go basis and the District currently plans to continue such pay-as-you-go funding of its OPEB contributions. As of the valuation date, June 30, 2024, there were approximately 25,270 active participants and 561 inactive participants (retirees and beneficiaries) of the District receiving post-employment benefits. The District provided required employer contributions toward the annual OPEB cost in the amount of $6.3 million, comprised of benefit payments made on behalf of retirees for claims expense and retention costs. The pay-as-you-go method of funding OPEB allows the District to continue to pay only the current OPEB costs each Fiscal Year, but will produce a growing unfunded actuarial liability for the future. The District's total OPEB obligation was $163.1 million based on the measurement date of June 30, 2024 and was determined using an actuarial roll-forward on the results of a full actuarial valuation as of June 30, 2024.

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Below are the details regarding the total OPEB liability from June 30, 2024 to June 30, 2025 (in thousands):

	Total OPEB Liability
Balance at June 30, 2024	$173,224
Changes for the Fiscal Year:	
Service Cost	7,756
Interest on the Total OPEB Liability	6,863
Difference between expected and actual experience of the Total OPEB Liability	(16,830)
Changes in Assumptions and Other Inputs	(1,544)
Benefit Payments	(6,344)
Net Changes in Total OPEB Liability	(10,099)
Balance at June 30, 2025	$163,125

Changes of assumptions and other inputs include the change in the discount rate from 3.86 percent as of the beginning of the measurement period to 3.93 percent as of June 30, 2024.

Source: Annual Comprehensive Financial Report of The School Board of Broward County, Florida for the Fiscal Year Ended June 30, 2025.

For additional information, see Note 13 and Required Supplemental Information of "APPENDIX B - EXCERPTED PAGES FROM THE ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR THE FISCAL YEAR ENDED JUNE 30, 2025" hereto.

OPERATING REVENUES OF THE DISTRICT

The District derives its operating income from a variety of federal, state and local sources. The major categories of these income sources for the operating funds are briefly described below. **Prospective purchasers should assume that operating funds will not be available to make Lease Payments and that such payments will be made solely from available revenues for capital outlay projects, in particular, the Local Option Millage Levy.** See "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS" herein.

State Sources

Florida Education Finance Program. The major portion of State support is distributed under the provisions of the Florida Education Finance Program ("FEFP"), which was enacted by the State Legislature in 1973. Basic FEFP funds are provided on a weighted full-time equivalent ("FTE") student basis and through a formula that takes into account: (i) varying program costs; (ii) cost differentials between districts; (iii) differences in per-student costs due to the density of student population; and (iv) the required level of local support. Program cost factors are determined by the State Legislature each year. The amount of FEFP funds disbursed by the State is adjusted four times during each year to reflect changes in FTE and in other variables comprising

the formula, as well as to compensate for increases or decreases in ad valorem tax revenue resulting from adjustments to the valuation of non-exempt property in each county. To participate in FEFP funding, the District must levy a minimum millage for operating purposes, which is set by the State Department of Education. Based on the above formula, District's FEFP receipts from the State for Fiscal Year 2023-24 were approximately $741.1 million, were approximately $728.9 million for Fiscal Year 2024-25 and are budgeted to be approximately $649.1 million in Fiscal Year 2025-26, excluding Florida Empowerment Scholarship funds.

FEFP Categorical Programs. FEFP categorical programs are lump sum appropriations from the State intended to supplement local school district revenues to enhance the delivery of educational and support services by each school district. In recent years, most categorical programs have been eliminated and the funds are now earmarked within the FEFP base student allocation. The only remaining categorical program is class size reduction. The allocation for class size reduction is based on a funding formula. The majority of funds available therefrom require actual appropriation by the School Board for the purposes for which they were provided. Total State categorical aid for class size reduction was $248.7 million for Fiscal Year 2023-24 and $245.8 million for Fiscal Year 2024-25 and is budgeted to be $239.2 million for Fiscal Year 2025-26.

State Lottery Revenues. A portion of the revenues generated from the State lottery is distributed to each Florida school district as Discretionary Lottery revenue and Florida School Recognition Program revenue. The Florida School Recognition program recognizes schools that have received an "A" or improved at least one letter grade from the previous school year and, under Florida Statutes, is required to be used for nonrecurring bonuses for school faculty and staff, nonrecurring expenditures for educational equipment or materials, for temporary personnel to assist schools in maintaining or improving student performance, or any combination of these. The District received $16.4 million in Florida School Recognition revenue in Fiscal Year 2023-24, $22.3 million in Florida School Recognition revenue in Fiscal Year 2024-25 and is budgeted to receive $14.9 million in Florida School Recognition revenue in Fiscal Year 2025-26. The District did not receive any Discretionary Lottery revenues in Fiscal Year 2023-24 and 2024-25 and is not budgeted to receive any Discretionary Lottery revenues in Fiscal Year 2025-26.

Other State Revenues. The District also receives State educational funding from a variety of miscellaneous State programs, the largest of which is Workforce Development. The District received approximately $83.5 million for Workforce Development in Fiscal Year 2023-24, received approximately $84.5 million for Fiscal Year 2024-25 and is budgeted to receive approximately $85.7 million for Fiscal Year 2025-26.

Local Sources

Ad Valorem Taxes. Local revenue for District operating support is derived almost entirely from ad valorem real and tangible personal property taxes. In addition, the District earns interest on cash invested and collects other miscellaneous revenues.

The Florida Constitution limits the non-voted millage rate that school boards may levy on an annual basis for operational funds to 10 mills ($10 per $1,000 of taxable real and personal property value). The millage limitation does not apply to taxes approved at referendum by

qualified electors in the County for general obligation bonds and certain other short-term, voter approved levies. Chapter 1011, Florida Statutes, further limits the millage levy for operational purposes to an amount established each year by the State appropriations act and finally certified by the Commissioner of the State of Florida Department of Education. Within this operational limit, each school district desiring to participate in the State's allocation of FEFP funds for current operations must levy a non-voted millage rate that is determined annually by the State Legislature and certified by the Commissioner of the State of Florida Department of Education and is referred to as the district "Required Local Effort." For the Fiscal Year ending June 30, 2026, the District's required local effort is 3.072 mills, inclusive of a Prior Period Funding Adjustment Millage of 0.019 mills as required by Section 1011.62(4)(e), Florida Statutes. Such Prior Period millage is levied when the preliminary taxable value for the prior year is greater than the final taxable value for such year, thereby resulting in lower than expected revenues from the required local effort millage.

In addition to the "Required Local Effort," school districts are entitled an additional non-voted current operating "discretionary millage" not to exceed an amount established annually by the Legislature and up to 1.5 mills for capital outlay and maintenance of school facilities. However, the District may levy up to 0.25 mills for capital outlay and maintenance of school facilities in lieu of operating discretionary millage. For the Fiscal Year ending June 30, 2026, the District's discretionary operating millage is 0.748 mills. The District did not levy any capital outlay discretionary millage for the Fiscal Year ending June 30, 2026. See "AD VALOREM TAXATION - Millage Rates" and "- Historical Millages" herein.

The District, pursuant to authority granted in Section 1011.71(9), Florida Statutes, sought voter approval for the levy of an additional 0.50 mills for operating purposes for a period of four years, commencing with Fiscal Year 2019-20. The voters approved such levy at a special election held on August 28, 2018. The District sought and received voter approval for an increase of such levy from 0.50 mills to 1.0 mills for four additional years at the November 2022 general election. Such increased levy commenced in Fiscal Year 2023-24 and revenues received from such levy must be shared, on a proportionate basis, with charter schools in the District. See "AD VALOREM TAXATION – Millage Set by Local Governing Body" herein. See also, "LITIGATION" herein for information regarding a recently settled dispute with charter schools in the District relating to the sharing of revenues from the initial levy of this millage from Fiscal Years 2019-20 to 2022-23. In addition, the District levies a debt service millage each year for payment of its general obligation bonds. See "FINANCIAL RESULTS AND LIABILITIES OF THE DISTRICT – Long Term Debt – General Obligation Debt" herein.

[Remainder of page intentionally left blank**]**

The following table sets forth the District's operating millage levies for Fiscal Year 2025-26:

Operating Millage	District Levy	Description	Max
Required Local Effort	3.053 mills	Each school district desiring to participate in the State's allocation of FEFP funds for current operations must levy a non-voted millage rate that is determined annually by the State Legislature	3.053 mills
Prior Period RLE Adjustment	0.019 mills	Non-voted; not to exceed amount established annually by the State	0.019 mills
Current Operating Discretionary Millage	0.748 mills	Non-voted; not to exceed amount established annually by the Legislature	0.748 mills
Additional Operating Millage (Voter Approved)	1.000 mills	School boards may, upon approval by voters in a local referendum or general election, levy an additional millage for operating needs up to an amount that when combined with the non-voted millage does not exceed 10 mills. Such levy shall be for a maximum of four years.	1.000 mills
Debt Service Millage (Voter Approved)	0.1645 mills	Voted millage, without limitation, to pay debt service on the District's general obligation bonds	0.1645 mills

Budgeted revenues from ad valorem taxes are based on applying millage levies to ninety-six percent (96%) of the non-exempt assessed valuation of real and personal property within the County. Ad valorem tax revenue collections for operating levies for Fiscal Year 2023-24 were $1,427.4 million, were $1,506.0 million for Fiscal Year 2024-25 and budgeted revenues for Fiscal Year 2025-26 are $1,606.4 million.

Federal Sources

The District receives certain federal monies, both directly and through the State, substantially all of which are restricted for specific programs. Direct federal revenue sources were approximately $2.6 million in Fiscal Year 2023-24, $2.5 million in Fiscal Year 2024-25 and are budgeted to be $2.0 million in Fiscal Year 2025-26. Federal funds through the State totaled $12.4 million in Fiscal Year 2023-24, were $10.6 million in Fiscal Year 2024-25 and are budgeted to be $12.0 million in Fiscal Year 2025-26.

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AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS

The School Board derives its revenues for capital outlay projects from certain State and local sources. The major categories of these revenue sources are briefly described below.

State Sources

PECO. One source of state educational funding contributions to the District's capital outlay requirements is the Florida Public Education Capital Outlay Program ("PECO"). The method of allocation of funds to the district school boards is provided by state law based upon a statutory formula, components of which are the number of students in various districts and the proposed uses of the funds by the various districts. The Commissioner of Education administers the PECO program and allocates or reallocates funds as authorized by law. In recent years, PECO funds have been almost exclusively allocated to charter schools in the State. The District did not receive any non-charter school PECO funds in Fiscal Years 2023-24 or 2024-25 and is not budgeted to receive any non-charter school PECO funds in Fiscal Year 2025-26.

C.O. and D.S. Funds. The District receives a portion of the revenues generated by the State from the sale and renewal of motor vehicle licenses. The distributed revenues are designated as capital outlay and debt service ("CO&DS") funds. CO&DS funds can be used by the District to make Lease Payments, but only if the facilities being lease purchased appear on the project priority list approved by the State Board of Education. None of the Refinanced Facilities appear on the project priority list. The District received $10.9 million of CO&DS funds Fiscal Year 2023-24, $11.2 million for Fiscal Year 2024-25 and is budgeted to receive $10.6 million in CO&DS funds for Fiscal Year 2025-26.

Capital Outlay Bonds. The State of Florida Board of Education Capital Outlay Bonds are serviced entirely by the State using a portion of the District's share of revenue derived from automobile registrations. The annual sinking fund requirements are determined by the State Board of Administration and amounts necessary to retire bonds and pay interest are withheld from amounts due to the District. See "FINANCIAL RESULTS AND LIABILITIES OF THE DISTRICT – Long Term Debt" herein.

Local Sources

Educational Impact Fees. The County has enacted a County-wide educational impact fee program, which imposes educational impact fees on all new residential construction occurring in the County. Revenues generated through educational impact fee levies are deposited into an educational impact fee trust account and must be used solely for the purpose of providing growth-necessitated capital improvements to educational plants and ancillary plants of the District's school system which have been approved by the School Board in its capital budget consistent with the District's school plant survey filed with the Florida Department of Education. Impact fees may only be used to pay for facilities in the service area where the impact fees were collected.

Such revenues are also available to, but not pledged for, the payment of debt service on obligations of the District (including without limitation, lease purchase obligations), the proceeds of which are used to finance the acquisition and construction of qualifying educational and ancillary plants.

The educational impact fees are subject to revision and repeal by the Board of County Commissioners of the County. Further, various bills have been introduced in the Florida Legislature over the past several years that would eliminate the ability of certain governmental entities, including the County or the District, to levy impact fees for the construction or remodeling of educational facilities. To date, such bills have not been passed. However, there can be no assurance that future legislation will not be introduced and enacted that restricts, or eliminates, the District's ability to receive such impact fees.

The following table sets forth the educational impact fee revenues received by the School Board during the last five fiscal years of the District.

The School District of Broward County, Florida
Educational Impact Fee Revenues
(In thousands)

Fiscal Year	Revenues
2020-21	$20,819
2021-22	15,632
2022-23	15,822
2023-24	13,280
2024-25	7,697

Source: Annual Comprehensive Financial Report of The School Board of Broward County, Florida for the Fiscal Year Ended June 30, 2025.

The District budgeted impact fee revenues of approximately $8.0 million for Fiscal Year 2025-26. There can be no assurance that impact fee revenues will be available to the District in the future, as impact fee rates, as well as their levy, are subject to the discretion of the Board of County Commissioners of the County. In addition, revenue collections will also vary depending on the rate at which the impact fees are imposed, the categories of building on which they are imposed and the rate of building in the County, all of which are outside the control of the School Board. The table set forth above does not, therefore, provide a reliable indication of the amount of revenues the School Board can expect to receive in future years from the levy of educational impact fees, nor does it indicate the amount of educational impact fees, if any, available to pay debt service on the Series 2026A Certificates. See "APPENDIX A – INFORMATION CONCERNING BROWARD COUNTY, FLORIDA – Building Permits" hereto.

Local Option Millage Levy. Local revenue for school district support is derived primarily from real and tangible personal property taxes. See also "AD VALOREM TAXATION" herein.

In addition to the millage levies for operating purposes, school boards may levy non-voted millage (the "Local Option Millage Levy") for capital outlay and maintenance purposes, pursuant to Section 1011.71(2), Florida Statutes. Revenues from the Local Option Millage Levy may be used to fund new construction and remodeling projects; maintenance, renovation and repair of existing school plants; purchase, lease-purchase or lease of school buses; purchase, lease-purchase or lease of new and replacement equipment and computer hardware and certain operating software; payment of costs directly related to compliance with state and federal environmental laws;

payment of leasing relocatable educational facilities; payment of the cost of the opening day collection for the library media center of a new school; certain sick or annual leave accrued payments for former employees that transfer to charter schools; payments under lease purchase agreements and certain short-term loans. Currently, the maximum amount of Local Option Millage Levy may be up to 1.50 mills. In the event that revenues generated from the Local Option Millage Levy are insufficient to make payments under a lease-purchase agreement entered into prior to June 30, 2008, an amount equal to the revenue generated from 0.50 mills of the operating levy may be used to make such Lease Payments. Additionally, if the revenue from 1.50 mills is insufficient to make payments under a lease-purchase agreement entered into prior to June 30, 2009 or to meet other critical capital needs, a school board may elect to levy up to 0.25 mills for capital purposes in lieu of a like amount of discretionary operating millage. Prior to July 1, 2012, payments from this millage for lease purchase agreements for educational facilities and sites were not permitted to exceed three-fourths of the proceeds of the Local Option Millage Levy. However, effective July 1, 2012, the three-fourths limitation was waived for lease-purchase agreements originally entered into prior to June 30, 2009. **The Local Option Millage Levy is the School Board's primary source of payment of Basic Lease Payments. The School Board is not required to levy any millage for capital outlay purposes in the future. Since revenues from the levy of the Local Option Millage Levy may be used for, but not pledged to, the payment of Lease Payments under the Leases, the failure of the School Board to levy all of the Local Option Millage Levy would have an adverse effect on Available Revenues from which the School Board may appropriate to make Lease Payments.** See "RECENT GOVERNMENTAL ACTIONS AND OTHER EVENTS AFFECTING DISTRICT REVENUES – Distribution of Capital Outlay Funds to Charter Schools" herein.

The following table sets forth the District's capital outlay levies for Fiscal Year 2024-25:

Capital Outlay Millage	District Levy	Description	Max
Local Option Millage	1.50 mills	Non-voted millage for capital outlay and maintenance purposes.	1.50 mills
Capital Outlay Discretionary Millage	0.00 mills	If revenue from the Local Option Millage is insufficient to make payments due under a lease purchase agreement entered into prior to June 30, 2009, or to meet other critical school district fixed capital outlay needs, a school board may levy up to an additional 0.25 mills of Local Option Millage Levy in addition to the 1.50 mills, in lieu of levying an equivalent amount of the discretionary mills for operations (i.e., Current Operating Discretionary Millage).	0.25 mills

Local Option Millage Levy revenues for Fiscal Year 2023-24 were $434.7 million, for Fiscal Year 2024-25 were $469.5 million and budgeted revenues for Fiscal Year 2025-26 are $499.9 million.

Sharing of Local Option Millage with Charter Schools. On May 1, 2023, CS/CS/HB 1259 ("HB 1259") was signed into law by Florida Governor Ron DeSantis. HB 1259 modifies the provisions of Section 1013.62, Florida Statutes, relating to Local Option Millage Levy revenues that are required to be shared with eligible charter schools in each school district in the State. HB 1259 removes a previously existing State funding threshold for purposes of determining whether Local Option Millage revenues must be shared with eligible charter schools in a school district and establishes a five-year glide path of local sharing of Local Option Millage revenues between each school district in the State and eligible charter schools therein. The calculation methodology set forth in HB 1259 first reduces a school district's available Local Option Millage Levy revenues by the school district's annual debt service for obligations incurred as of March 1, 2017, which are being satisfied by Local Option Millage Levy revenues and which have not been subsequently retired. The remaining Local Option Millage Levy revenues are then divided by the sum of (a) the school district's capital outlay FTE students and (b) the total number of FTE students at eligible charter schools in the school district to determine a capital outlay allocation per FTE student. Next, such capital outlay allocation per FTE student is multiplied by the total number of FTE students at each eligible charter school in the school district to determine a capital outlay allocation for each charter school in the school district. Next, if applicable, the capital outlay allocation to each charter school is reduced by the total amount of State funds allocated to each charter school in the school district thereby reducing the amount of Local Option Millage Levy revenues required to be shared by the school district. The remaining amount, if any, is the amount the school district must share with eligible charter schools in the school district in such year. However, the legislation provides for a five-year phase in for such amounts so that the amount to be paid by the school district for each year pursuant to the above-described methodology was multiplied by 20% for Fiscal 2023-24, and increases by 20% each year until Fiscal Year 2027-28 at which time it would equal 100% of the amount described in the preceding sentence. HB 1259 took effect on July 1, 2023. These provisions of HB 1259 are expected to reduce the amount of Local Option Millage Levy revenues available to the School Board to make Basic Lease Payments on the Series 2026A Certificates and the Prior Certificates. For Fiscal Year 2025-26, the District is required to share approximately $24.7 million in Local Option Millage Levy revenues with eligible charter schools in the District. Such amount is projected to increase to approximately $64.5 million by Fiscal Year 2029-30. However, the School Board does not expect any such reduction to adversely impact its ability to make Basic Lease Payments under the Master Lease in future years.

The following table sets forth the millage levy that would provide 1.00x coverage of the maximum annual Basic Lease Payments represented by the Prior Certificates and the Series 2026A Certificates based on current law, assuming a 96% collection of the taxes levied:

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Anticipated Local Option Millage Levy Required to Cover Lease Payments Represented by the Prior Certificates and the Series 2026A Certificates

Net Taxable Assessed Valuation (FY 2026)[1]		**$347,159,915,358**
Local Option Millage Levy		1.50
Assumed Tax Collection Rate		96%
Total Revenue Generated by 1.50 mill Levy at 96% collection (FY 2026)		**$499,910,279**
FY2026 Millage Levy Required to Satisfy Maximum Annual Basic Lease Payments Represented by the Prior Certificates and the Series 2026A Certificates		
Maximum Annual Basic Lease Payments (FY 20__)[2]		$
Minimum FY 2026 Millage Needed to Satisfy Maximum Annual Basic Lease Payments[3]		_____ mills
FY 2026 Sharing of the Local Option Millage Levy with Eligible District Charter Schools		
Annual Debt Service Obligation Incurred as of March 1, 2017		$_____
Estimated Total Allocation of Local Option Millage Levy to Eligible District Charter Schools	$_____[5]	
Less Total Amount of State Charter School Capital Outlay Funding Allocated to Eligible District Charter Schools	$_____[5]	
Estimated Maximum Total Local Option Millage Levy to be Shared with Eligible Charter Schools	$_____[6]	
Maximum Local Option Millage Levy Revenue Shared with Eligible District Charter Schools		_____[6]
Maximum Local Option Millage Levy Shared with Eligible District Charter Schools		_____ mills
Minimum Revenue Remaining from the Local Option Millage Levy After Charter School Payments		$_____
Local Option Millage Levy Available After Basic Lease Payments and Charter School Payments		
Minimum Remaining Millage Levy		mills
Total Minimum Revenue Anticipated from Remaining Local Option Millage Levy		$_____

(1) Preliminary, certified taxable assessed valuation as of July 1, 2025. Such figure is subject to adjustment through the value adjustment board process. See "AD VALOREM TAXATION - Property Assessment and County Property Appraiser - Appealing Property Valuation" herein.

(2) Assumes the Prior Certificates have the financial arrangements, assumptions and accounting practices described in footnotes under "CERTIFICATE PAYMENT SCHEDULE I FOR PRIOR CERTIFICATES" and "CERTIFICATE PAYMENT SCHEDULE II FOR PRIOR CERTIFICATES," which, among other things, assumes the refunding of the Refunded Certificates and takes into account the expected interest subsidies with respect to Direct-Pay Bonds (as defined herein). Also assumes the Series 2026A Certificates are issued in the aggregate principal amount of **[**PAR AMOUNT**]**, with a true interest cost of ___% and a final maturity of July 1, 2033. In addition to the maximum annual payments represented by the Prior Certificates and the Series 2026A Certificates, the District also uses a maximum of approximately **[**0.___**]** mills to make debt service payments on the outstanding balance of its lease purchase agreements outside of the Master Lease, $**[**_____**]** principal amount of which is presently outstanding. These leases are not part of the Master Lease and, in the opinion of Co-Special Tax Counsel, are not included for purposes of calculating the maximum amount of lease payments which can be paid from Local Option Millage Levy revenues. See "FINANCIAL RESULTS AND LIABILITIES OF THE DISTRICT – Obligations under Unrelated Lease Purchase Agreements."

(3) During the 2012 regular session of the Florida legislature, legislation was enacted which waives the 75% limitation on use of the Local Option Millage revenues for lease-purchase agreements originally entered into prior to June 30, 2009. Such legislation became effective on July 1, 2012. See "AD VALOREM TAXATION – Millage Rates" herein. Following the effective date of such legislation, only the Lease Payments with respect to Leases originally entered into after June 30, 2009 are subject to the 75% limitation. Accordingly, as of the date of this Offering Statement, only the Lease Payments related to the Series 2010A Lease, the Series 2020A Leases and the Series 2022B Leases would be subject to such limitation.

(4) Reflects actual Fiscal Year 2025-26 debt service on obligations issued or incurred as of March 1, 2017 that are paid from Local Option Millage Levy Revenues.

(5) Data provided by the Florida Department of Education.

(6) Based on requirements of HB 1259. This figure reflects the amount shared with eligible charter schools in Fiscal Year 2025-26; however, such distributions are phased in over five years so the amount for Fiscal Year 2024-25 is 60% of the $_____ difference between the Estimated Total Allocation of Local Option Millage Levy to Eligible District Charter Schools and Total Amount of State Charter School Capital Outlay Funding Allocated to Eligible District Charter Schools set forth above. At this time, the amount of the Local Option Millage Levy revenues to be shared with eligible charter schools in future years cannot be determined because the amount of State Charter School Capital Outlay Funding, number of eligible charter schools and charter school enrollment are unknown. See "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS – Local Sources – Local Option Millage Levy" herein.

Source: The School District of Broward County, Florida.

DISTRICT EDUCATIONAL FACILITIES PLAN

Section 1013.35, Florida Statutes, requires the development of a continuous five-year District Educational Facilities Plan or DEFP. In each year, the DEFP is reviewed and revised as necessary to reflect the District's long range capital construction program, changes to the capital construction program resulting from student enrollment changes, and improvements and additions to school and non-school sites. An annual update of the DEFP provides, upon approval by the School Board, a continuous five-year program. The most recent annual update of the DEFP was approved by the School Board on September 3, 2025 and provides for a facilities plan totaling approximately $3.9 billion over the next five-year period ending June 30, 2030.

The DEFP is funded from Federal, State and local revenue sources, as well as certificates of participation issued pursuant to the District's master lease program and general obligation bonds. In previous years, the District was faced with significant declines in capital outlay revenues, which had a major impact on the District's ability to fund the DEFP. Recent and projected increases in the Local Option Millage Levy revenues have helped the District undertake a portion of the deferred maintenance and invest in classroom technology equipment and school buses. Additionally, proceeds of the District's approved new money general obligation bonds provided the funding necessary to meet the most critical life-safety, technology and facility needs. There has also been significant investment into music and arts programs as a result of the overall Safety, Music & Arts, Athletics, Renovation, and Technology (SMART) initiative.

The DEFP is based on an analysis of funding initiatives selected because they have a high impact on the District's Strategic Plan Goals and a high potential for favorable operational results. Before implementing the SMART initiative, the District conducted an independent needs assessment of all schools and facilities. The needs assessment provided an objective status of the physical and educational adequacy of the District's schools and administrative sites. This information forms the basis of current and future capital planning efforts. The most critical priorities are identified by the needs assessment and will address safety and security, repairs and renovations, and technology and technology infrastructure. **[**However, many of the projects funded as part of the SMART initiative encountered construction problems, delays and cost overruns. To date, substantial progress has been made across various sectors of the SMART initiative, including technology, safety, athletics and renovations, although some renovation projects are still to be completed. Recently, the Superintendent declared an emergency circumstance regarding construction management of the District's DEFP, which allowed the District to continue using the services of its current construction manager until a new competitive procurement process can be completed for the next construction manager. The prior competitive bidding process resulted in the rejection of all bids due to concerns regarding potential non-compliance with District policies and State law.**]** The DEFP also uses student enrollment projections for the five years 2025-2026 through 2029-2030 to provide a basis for determining capital needs throughout this period. The following table provides historical information relating to student enrollment in the District and projections for such enrollment. The current enrollment projections are compared to the annual benchmark day figures for the 2024-2025 school year.

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The School District of Broward County, Florida
Student Enrollment Projections

Student Enrollment Projections	2024-2025 Annual Benchmark Day Enrollment	2025-2026 Annual Benchmark Day Enrollment	2024-2025 Increase (Decrease) to 2025-2026	2030-2031 Projected Annual Benchmark Day Enrollment	2025-2026 Increase (Decrease) to 2029-2030
Pre-Kindergarten	5,554	5,244	(310)	5,244	0
Elementary (K-5)	80,319	75,437	(4,882)	64,592	(10,845)
Middle	40,527	38,416	(2,111)	32,893	(5,523)
High	67,583	65,269	(2,314)	55,886	(9,383)
Centers	3,851	3,481	(370)	3,481	0
Charters	49,667	48,820	(847)	46,401	(2,419)
Total[(1)]	247,501	236,667	(10,834)	208,497	(28,170)

(1) The District historically does not provide projected enrollment for pre-kindergarten and centers. The annual benchmark day enrollment for these programs/schools is carried forward into future year projections, resulting in no enrollment gains or losses.

Source: School District of Broward County, Florida - Demographics & Enrollment Planning Department as of November 2025.

Total District enrollment is projected to decrease by 28,170 students, including those in centers and charter schools by the 2030-2031 school year. Based on current demographic data, the District projects that elementary enrollment in District-owned facilities will decrease over the next five years by 10,845 students, middle school enrollment will decrease by 5,523 students and high school enrollment will decrease by 9,383 students.

Enrollment in charter schools is 48,820 in 86 charter schools for school year 2025-2026. When new charter schools open, their enrollment is drawn from the traditional public schools. Therefore, the enrollment for charter schools increases while the enrollment at traditional schools decreases. Since charter schools are considered public schools, their enrollment is, however, included in the District's total enrollment. Charter school enrollment is projected to decrease over the next five years by 2,419.

Legislation passed by the Florida Legislature has resulted in an increase in charter schools and charter school enrollment. Charter schools qualifying as "high-performing" are able to increase enrollment, add grade levels, extend their charter terms and even expand into other districts, with fewer restrictions. Local governing authorities' ability to control development criteria for charter schools has been reduced. The impact of this legislation continues to affect charter school enrollment, therefore, the resulting impact on traditional public school enrollment cannot be determined at this time. See also, "RECENT GOVERNMENTAL ACTIONS AND OTHER EVENTS AFFECTING DISTRICT REVENUES – Schools of Hope" herein.

All projections of the District as to student enrollment are based upon estimates and assumptions made by the District, and although considered reasonable by the District utilizing

historical data, are inherently uncertain and subject to significant business, economic and competitive uncertainties and contingencies. The outcome of such factors is difficult to predict and many of such factors are beyond the control of the District. As a result, there can be no assurance that such enrollment rates will occur or be realized as projected.

AD VALOREM TAXATION

The following information is provided in view of the fact that a large portion of the Board's revenues are derived from ad valorem taxation.

Property Assessment and County Property Appraiser

General. Ad valorem taxes may be levied only by counties, school districts, municipalities, and certain special districts (railroad properties are centrally assessed at the State level). No State ad valorem taxes shall be levied upon real estate or tangible personal property. State law requires that all ad valorem taxation be assessed at a uniform rate within each taxing unit and, with certain exceptions, that real and personal property subject to ad valorem taxation be assessed at 100% of its just value. See "– Limitation on Increase in Assessed Value of Property" below. The following property is generally subject to taxation in the manner provided by law: (a) all real and personal property in the State and all personal property belonging to persons residing in the State; and (b) all leasehold interests in property of the United States, of the State, or any political subdivision, municipality, agency, authority, or other public body corporate of the State. Pursuant to the Constitution of the State of Florida and State law, certain of such property may be exempt from ad valorem taxation. See "– Exemptions from Ad Valorem Taxation" below.

Determination of Property Valuation. The Property Appraiser of the County (the "Property Appraiser") determines property valuation on real and tangible personal property subject to ad valorem taxation as of January 1 of each year. By July 1 of each year, the Property Appraiser notifies the County, the School Board, each municipality within the County, and each other legally constituted special taxing district within the County as to its just valuation, the legal adjustments and exemptions, and the taxable valuation. The taxable valuation is then used by each taxing body to calculate its ad valorem millage for the budget year. See "– Limitation on Increase in Assessed Value of Property" and "– Millage Set by Local Governing Body" below for limitations on increases in assessed value of property.

Limitation on Increase in Assessed Value of Property. The Constitution of the State of Florida limits the increases in assessed value of homestead property to the lower of (a) 3% of the assessment for the prior year or (b) the percentage change in the Consumer Price Index for all urban consumers, U.S. City Average, all items 1967=100, or successor reports for the preceding calendar year as initially reported by the United States Department of Labor, Bureau of Labor Statistics. The accumulated difference between the assessed value and the just (market) value is known as the "Save Our Homes Benefit." Further, upon any change of ownership of homestead property or termination of homestead status such property shall be reassessed at just value as of January 1 of the year following the year of sale or change of status; new homestead property shall be assessed at just value as of January 1 of the year following the establishment of the homestead;

and changes, additions, reductions or improvements to the homestead shall initially be assessed as provided for by general law.

Owners of homestead property may transfer up to $500,000 of their Save Our Homes Benefit to a new homestead property purchased within three years of the sale of their previous homestead property to which such benefit applied if the just value of the new homestead is greater than or is equal to the just value of the prior homestead. If the just value of the new homestead is less than the just value of the prior homestead, then owners of homestead property may transfer a proportional amount of their Save Our Homes Benefit, such proportional amount equaling the just value of the new homestead divided by the just value of the prior homestead multiplied by the assessed value of the prior homestead.

For all levies other than school district levies, assessment increases for specified non-homestead real property may not exceed 10% of the assessment for the prior year. See also "- Legislation Relating to Ad Valorem Taxation – Recent Amendments Relating to Ad Valorem Taxation" below.

Preparation of Tax Roll. The Property Appraiser applies the final certified millage of each taxing body to the assessed valuation on each item of real and tangible personal property, and prepares the final tax roll which is certified to the Tax Collector of the County (the "Tax Collector") by October 1. This permits the printing of tax bills for delivery on November 1 of each year. The tax bills contain all of the overlapping and underlying millages set by the various taxing bodies. All ad valorem taxes are collected by the Tax Collector and distributed to the various taxing bodies. See "– Tax Collection and Distribution by County Tax Collector" below.

Appealing Property Valuation. Concurrently with notification to the various taxing bodies, the Property Appraiser notifies each property owner of the proposed valuation and the proposed millage on his or her property. If the individual property owner believes that his or her property has not been appraised at just value, the owner may (a) request an informal conference with the Property Appraiser to resolve the issue, (b) file a petition with the clerk of the County value adjustment board (the "Adjustment Board"), or (c) appeal to the Circuit Court within 60 days of the certification for collection of the tax roll or within 60 days of the issuance of a final decision by the Adjustment Board. A petition to the Adjustment Board must be signed by the taxpayer or be accompanied at the time of filing by the taxpayer's written authorization for representation by a qualified person. Property owners appealing the assessed value or assigned classification of their property must make a required partial payment of taxes (generally equal to 75% of the ad valorem taxes due, less the applicable statutory discount, if any) with respect to the properties that will have a petition pending on or after the delinquency date (normally April 1). A property owner's failure to make the required partial payment before the delinquency date will result in the denial of the property owner's petition. A taxpayer receives notice of the hearing and is required to provide the Property Appraiser with a list of evidence, copies of documentation, and summaries of testimony prior to the hearing before the Adjustment Board. The Adjustment Board holds public hearings on such petitions and may make adjustments to the valuations made by the Property Appraiser if such valuations are found not to be fair and at market value. The Adjustment Board must complete all required hearings and certify its decision with regard to all petitions and certify to the Property Appraiser the valuation to be used by June 1 following the tax year in which the assessments were made. The June 1 requirement shall be extended until December 1 in each year in which the

number of petitions filed with the Adjustment Board increased by more than 10% over the previous year. These changes are then made to the final tax roll.

Assessed Value of Taxable Property

The following table sets forth the assessed value of taxable property in the District for current and the last nine fiscal years:

The School District of Broward County, Florida
Net Assessed Value of Taxable Property
Ten Fiscal Years Ending June 30, 2026
(in Thousands)

Fiscal Year	Assessed Value[1]		Exemptions[2]		
Ended June 30	Real Property	Personal Property	Real Property	Personal Property	Net Assessed Value
2017	$234,894,131	$8,503,953	$63,484,062	$1,110,211	$178,803,811
2018	252,239,719	9,991,198	67,697,864	1,061,203	193,471,850
2019	268,239,664	10,175,940	72,044,414	1,063,791	205,307,399
2020	283,724,241	10,086,594	75,599,006	1,076,390	217,135,439
2021	294,127,444	10,199,667	76,566,842	1,046,235	226,714,034
2022	309,786,042	10,105,735	81,574,323	1,036,050	237,281,404
2023	362,364,002	10,620,292	104,296,953	1,141,485	267,545,856
2024	422,074,877	12,049,193	130,618,403	1,147,241	302,358,426
2025	458,145,715	12,290,929	142,097,981	1,139,929	327,198,734
2026	N/A	N/A	N/A	N/A	347,159,915[3]

N/A = Not Available.
(1) The basis of assessed value is approximately 100% of actual value.
(2) Exemptions allowed by Chapter 196, Florida Statutes.
(3) Based on preliminary July 1, 2025 valuation of the Property Appraiser prior to adjustment on appeal from taxpayers. See "- Appealing Property Valuation" above.
Source: Annual Comprehensive Financial Report of The School Board of Broward County, Florida for the Fiscal Year Ended June 30, 2025, citing Broward County Property Appraiser; District Adopted Budget for the Fiscal Year ending June 30, 2026.

Millage Set by Local Governing Body

General. The Constitution of the State of Florida provides that ad valorem taxes shall not be levied in excess of the following millages upon the assessed value of real estate and tangible personal property: for all county purposes, ten mills; for all municipal purposes, ten mills; for all school purposes, ten mills; for water management purposes for the northwest portion of the state lying west of the line between ranges two and three east, 0.05 mill; for water management purposes for the remaining portions of the state, 1.0 mill; and for all other special districts a millage authorized by law approved by voters. With respect to schools, the millage limitation does not apply to taxes approved at referendum by qualified electors in the County for general obligation bonds and certain other short-term, voter approved levies.

As described above, the Property Appraiser is required to certify to each taxing authority the aggregate taxable value of all non-exempt property within the jurisdiction of the taxing authority, as well as the prior year's tax revenues, for use in connection with the determination of the forthcoming budget and millage levy. The form on which such certification is made by the Property Appraiser is required to include instructions to each taxing authority describing the proper method of computing a millage rate, which, exclusive of new construction, additions to structures, deletions and property added due to geographic boundary changes, will provide the same ad valorem tax revenues for each taxing authority as was levied during the prior fiscal year. See "Millage Rollback Legislation" below.

Each respective millage rate, except as limited by law, is set on the basis of estimates of revenue needs and the total taxable property valuation within the taxing authority's respective jurisdiction. Ad valorem taxes are not levied in excess of actual budget requirements. State law requires the Board to adopt and maintain a balanced tentative budget and a balanced final budget, in which anticipated revenues less certain required deductions combined with beginning fund balances equal appropriations. The Board is required to advertise its intent to adopt a tentative budget, including a capital outlay budget, within 29 days following receipt from the Property Appraiser of the preliminary certification of taxable value. The Board holds a public hearing on the tentative budget and the proposed tax rates within five days of its advertisement, and officially adopts the tentative budget and tax rates at the hearing. Thereafter, the Property Appraiser prepares tax millage notices for property owners within the District. The final budget and tax rate are fixed in September of each year, following a final public hearing and in accordance with statutory timelines. The Superintendent is responsible for preparing the preliminary and tentative budgets for recommendation to the School Board. Generally, the final budget is substantially the same as the tentative budget since the School Board's hiring plans and materials purchases have been determined before the final Budget is adopted. The School Board adopted the final budget for Fiscal Year 2025-26 on September 9, 2025.

Millage Rollback Legislation. In 2007, the Florida Legislature adopted a property tax plan that significantly impacted ad valorem tax collections for State local governments (the "Millage Rollback Legislation"). One component of the Millage Rollback Legislation required counties, cities, and special districts to rollback their millage rates for the Fiscal Year 2007-08 to a level that, with certain adjustments and exceptions, would generate the same level of ad valorem tax revenue as in Fiscal Year 2006-07; provided, however, depending upon the relative growth of each local government's own ad valorem tax revenues from 2001 to 2006, such rolled back millage rates were determined after first reducing 2006-07 ad valorem tax revenues by 0% to 9%. In addition, the Rollback Legislation also limited how much the aggregate amount of ad valorem tax revenues may increase in future fiscal years. A local government may override certain portions of these requirements by a supermajority, and for certain requirements, a unanimous vote of its governing body. School districts are not required to comply with the particular provisions of the Millage Rollback Legislation relating to limitations on increases in future years.

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The following table contains the tax millage rates of the District for the Fiscal Years shown below:

School District of Broward County, Florida
Tax Millage Rates

	2021-22	2022-23	2023-24	2024-25	2025-26
General Fund:					
Required Local Effort[(1)]	3.6660	3.2030	3.1780	3.0630	3.0720
Discretionary Operating	0.7480	0.7480	0.7480	0.7480	0.7480
Voter Approved[(2)]	0.5000	0.5000	1.0000	1.0000	1.0000
Sub Total	4.9140	4.4510	4.9260	4.8110	4.8200
Debt Service[(3)]	0.1441	0.1873	0.1896	0.1545	0.1645
Capital Improvement	1.5000	1.5000	1.5000	1.5000	1.5000
Total	6.5581	6.1383	6.6156	6.4655	6.4845

Source: The District.
N/A = Not Applicable.
(1) Inclusive of Prior Period Funding Adjustment Millage, if any.
(2) Levied for operating purposes pursuant to Section 1011.71(9), Florida Statutes. See "OPERATING REVENUES OF THE DISTRICT – Local Sources – Ad Valorem Taxes" above.
(3) Levied to pay debt service on voter approved General Obligation Bonds. See "FINANCIAL RESULTS AND LIABILITIES OF THE DISTRICT– Long Term Debt – General Obligation Debt" herein.

Tax Collection and Distribution by Tax Collector

General. All real and tangible personal property taxes are based on assessed values as certified and delivered to the Tax Collector by the Property Appraiser as described above. The Tax Collector mails to each property owner on the tax roll a tax bill for the taxes levied by the various taxing authorities in the County. Taxes may be paid upon receipt of such bill with discounts at the rate of 4% if paid in the month of November, 3% if paid in the month of December, 2% if paid in the month of January, and 1% if paid in the month of February. Taxes paid during the month of March are without discount. Because of the discount in ad valorem taxes for payments made prior to March 1, taxes collected will likely never be 100% of the tax levy.

The Tax Collector is required to distribute the taxes collected to each governmental unit levying the tax. Such distribution is to be made four times during the first two months after the tax roll comes into its possession, and once per month thereafter.

Delinquent Taxes. All unpaid taxes on real and tangible property become delinquent on April 1 of the year following the year in which the taxes were levied. Delinquent real property taxes bear interest at the rate of 18% per year from April 1 until paid, or until payment is no longer required or until a tax certificate is sold at auction (from which time the interest rate shall be as bid by the buyer of the tax certificate). Delinquent tangible personal property taxes also bear interest at the rate of 18% per year from April 1 until paid. Delinquent personal property taxes must be advertised within 45 days after delinquency, and after May 1, the property is subject to warrant, levy, seizure and sale.

Tax Certificates and Tax Deeds. On or before June 1 or the 60th day after the date of delinquency, whichever is later, the Tax Collector must advertise once each week for three weeks and must sell tax certificates on all real property that is the subject of delinquent taxes. The tax certificates are sold to those bidding the lowest interest rate. Such certificates include the amount of delinquent taxes, the penalty interest accrued thereon and the cost of advertising. Delinquent tax certificates not sold at auction become the property of the County. State law provides that real property tax liens are superior to all other liens, except prior Internal Revenue Service liens.

To redeem a tax certificate, the owner of the property must pay all delinquent taxes, the penalty interest that accrued prior to the date of the sale of the tax certificate, charges incurred in connection with the sale of the tax certificate, omitted taxes, if any, and interest at the rate shown on the tax certificate (or interest at the rate of 5%, whichever is higher) from the date of the sale of the tax certificate to the date of redemption. If such tax certificates or liens are not redeemed by the property owner within two years, the holder of the tax certificates can cause the property to be sold to pay off the outstanding certificates and the interest thereon.

At any time after two years have elapsed since April 1 of the year of the issuance of a tax certificate and before the expiration of seven years, the holder of the tax certificate may apply for a tax deed with respect to any tax certificate it holds. Two years after such April 1, the County may make application for a tax deed with respect to any tax certificate it holds. Upon receipt of such applications, a public sale is advertised and held (unless the property is redeemed), and the highest bidder at such sale receives a tax deed for the property. Provisions are also made for the collection of delinquent tangible personal property taxes, but in a different manner, which includes the possible seizure of the tangible personal property.

Exemptions from Ad Valorem Taxation

General. State law provides for numerous exemptions and limitations on ad valorem taxation of real property and tangible personal property. Real property used for the following purposes is generally exempt from ad valorem taxation: religious, educational, literary, charitable, scientific, and governmental uses. Certain additional exemptions and limitations are described below. This description does not purport to describe all exemptions available to property owners in the State, and reference is made to the Constitution of the State of Florida and Chapter 196, Florida Statutes, for a full description of such exemptions. In addition, State law allows for, but does not mandate, the imposition of some exemptions by local governments by ordinance. Certain recent amendments to existing provisions relating to ad valorem tax exemptions are described under "Legislation Relating to Ad Valorem Taxation – Recent Amendments Relating to Ad Valorem Taxation."

Constitutional Exemptions. The Constitution of the State of Florida provides for the following exemptions from ad valorem taxation:

Exempt Entities/Exempt Purposes. The Constitution of the State of Florida provides that all property owned by a municipality and used exclusively by it for municipal or public purposes shall be exempt from taxation. A municipality, owning property outside the municipality, may be required by general law to make payment to the taxing unit in which the property is located. Such portions of property as are used predominantly for educational, literary, scientific, religious or

charitable purposes (exempt purposes) may be exempted by general law from taxation. State law provides that all property owned by an exempt entity, including educational institutions, and used exclusively for exempt purposes shall be totally exempt from ad valorem taxation and all property owned by an exempt entity, including educational institutions, and used predominantly for exempt purposes (at least 50%) shall be exempted from ad valorem taxation to the extent of the ratio that such predominant use bears to the nonexempt use.

Household Goods and Personal Effects. The Constitution of the State of Florida provides that there shall be exempt from taxation, cumulatively, to every head of a family residing in the State, household goods and personal effects to the value fixed by general law, not less than $1,000 and to every widow or widower or person who is blind or totally and permanently disabled, property to the value fixed by general law not less than $500. State law exempts from taxation to every person residing and making his or her permanent home in the State, all household goods and personal effects and exempt property up to the value of $500 of every widow, widower, blind person, or totally and permanently disabled person who is a resident of the State.

Tangible Personal Property and Renewable Energy Devices. The Constitution of the State of Florida provides that by general law and subject to conditions specified therein, $25,000 of the assessed value of property subject to tangible personal property tax shall be exempt from ad valorem taxation. Effective January 1, 2018 through December 31, 2037, the assessed value of solar devices or renewable energy source devices subject to tangible personal property tax may be exempt from ad valorem taxation, subject to limitations provided by general law.

Property Dedicated In Perpetuity for Conservation. The Constitution of the State of Florida provides that there shall be granted an ad valorem tax exemption for certain real property dedicated in perpetuity for conservation purposes, including real property encumbered by perpetual conservation easements or by other perpetual conservation protections, as defined by general law.

Homestead Exemption. The Constitution of the State of Florida provides for a homestead exemption. Every person who has the legal title or beneficial title in equity to real property in the State and who resides thereon and in good faith makes the same his or her permanent residence or the permanent residence of others legally or naturally dependent upon such person is eligible to receive a homestead exemption of up to $50,000. The first $25,000 applies to all property taxes, including school district taxes. The additional exemption, up to $25,000, applicable to the assessed value of the property between $50,000 and $75,000, applies to all levies other than school district levies. A person who is receiving or claiming the benefit of an ad valorem tax exemption or a tax credit in another state where permanent residency, or residency of another legally or naturally dependent upon the owner, is required as a basis for the granting of that ad valorem tax exemption or tax credit is not entitled to the homestead exemption. In addition to the general homestead exemption described in this paragraph, the following additional homestead exemptions are authorized by State law.

Certain Active Duty Military and Veterans. A military veteran who was honorably discharged, is a resident of the State, and who is disabled to a degree of 10% or more because of injury or while serving during wartime may be entitled to a $5,000 reduction in the assessed value of his or her property. This exemption is not limited to homestead property. Under certain circumstances, the veteran's surviving spouse may be entitled to carry over these exemptions.

Permanently and Totally Disabled Veterans. A military veteran who is a resident of the State and was honorably discharged with a service-related total and permanent disability may be eligible for a total exemption from taxes on property they own and use as their homesteads. A similar exemption is available to disabled veterans confined to wheelchairs. Under certain circumstances, the veteran's surviving spouse may be entitled to carry over these exemptions.

Discounts for Disabled Veterans. Each veteran who is age 65 or older and is partially or totally permanently disabled may receive a discount on the assessed value of the property that the veteran owns and uses as a homestead. The discount is a percentage equal to the percentage of the veteran's permanent, service-connected disability as determined by the United States Veteran's Affairs.

Deployed Military Personnel. Each person who receives a homestead exemption; who was a member of the United States military or military reserves, the United States Coast Guard or its reserves, or the Florida National Guard; and who was deployed during the preceding calendar year on active duty outside the continental United States, Alaska, or Hawaii in support of military operations designated by the Florida Legislature shall receive an additional exemption equal to a percentage of the taxable value of his or her homestead property. The applicable percentage shall be calculated as the number of days during the preceding calendar year the person was deployed on active duty outside the continental United States, Alaska, or Hawaii in support of military operations designated by the legislature divided by the number of days in that year.

Exemption for Disabled First Responders. First responders who are totally and permanently disabled as a result of injuries sustained in the line of duty receive ad valorem tax relief on their homestead property. The amount of tax relief, to be defined by general law, can equal the total amount or a portion of the ad valorem tax otherwise owed on the homestead property. Florida defines first responders as law enforcement officers, correctional officers, firefighters, emergency medical technicians and paramedics.

Surviving Spouse of First Responders. Any real estate that is owned and used as a homestead by the surviving spouse of a first responder (law enforcement officer, correctional officer, firefighter, emergency medical technician or paramedic), who died in the line of duty may be granted a total exemption on homestead property if the first responder and his or her surviving spouse were permanent residents of the State on January 1 of the year in which the first responder died.

Certain Totally and Permanently Disabled Persons. Any real estate used and owned as a homestead by a quadriplegic, less any portion used for commercial purposes, is exempt from all ad valorem taxation. Real estate used and owned as a homestead by a paraplegic, hemiplegic, or other totally and permanently disabled person, who must use a wheelchair for mobility or who is legally blind, is exempt from taxation if the gross household income is below statutory limits.

Other Exemptions. Other exemptions include, but are not limited to, nonprofit homes for the aged (subject to income limits for residents), proprietary continuing care facilities, not for profit sewer water/wastewater systems, certain hospital facilities and nursing homes for special services, charter schools, certain historic property used for commercial purposes, and certain tangible personal property.

Legislation Relating to Ad Valorem Taxation

Recent Amendments Relating to Ad Valorem Taxation. In recent legislative sessions, several legislative proposals and proposed constitutional amendments were passed (and approved by voters in the case of constitutional amendments) affecting ad valorem taxation, including classification of agricultural lands during periods of eradication or quarantine, deleting requirements that conservation easements be renewed annually, providing that just value of real property shall be determined in the first tax year for income restricted persons age 65 or older who have maintained such property as their permanent residence for at least 25 years, authorizing a first responder who is totally and permanently disabled as a result of injuries sustained in the line of duty to receive relief from ad valorem taxes assessed on homestead property, revising procedures with respect to assessments, hearings and notifications by the value adjustment board, and revising the interest rate on unpaid ad valorem taxes.

Future Amendments Relating to Ad Valorem Taxation. Historically, various legislative proposals and constitutional amendments relating to ad valorem taxation have been introduced in each session of the Florida Legislature. Many of these proposals have provided for new or increased exemptions to ad valorem taxation and limited increases in assessed valuation of certain types of property or otherwise restricted the ability of local governments in the State to levy ad valorem taxes at current levels. There can be no assurance that similar or additional legislative or other proposals will not be introduced or enacted in the current 2026 legislative session or in the future that would have a material adverse effect upon the collection of ad valorem taxes by the District, the District's finances in general or the District's ad valorem taxing power.

[Select Committee on Property Taxes. On April 29, 2025, the Speaker of the Florida House of Representatives announced the creation of the Select Committee on Property Taxes (the "Select Committee") to consider various property tax reforms in the State. On May 2, 2025, the Select Committee convened for its first meeting to discuss five proposals regarding providing property tax relief, including (i) eliminating foreclosures on homestead properties due to property tax liens, (ii) requiring a referendum on eliminating property taxes on homestead properties, (iii) creating a $500,000 homestead exemption for non-school property taxes, which would increase to $1 million for residents age 65 and older or those who have had a homestead in the State for 30 years or more, (iv) authorizing the legislature to increase the homestead exemption to any value by general law, and (v) changing the caps on annual increases for homestead property. The Select Committee has held subsequent meetings since May, but has not formally recommended any proposals regarding property tax relief. Recommendations from the Select Committee are expected to be considered during the 2026 regular Florida legislative session and, if enacted, placed on the November 26 general election ballot, where they would need to be approved by 60% of the voters. Various bills seeking to reduce or eliminate property taxes have been filed in advance of the 2026 regular session of the Florida Legislature, which commences in January 2026. While the majority of the pre-filed bills do not seek to reduce or eliminate school district property taxes and only apply to non-school district levies, certain of the other pre-filed bills would apply to school district levies. Notwithstanding the foregoing, there can be no assurance that any such proposals, or similar or additional proposals, will not be introduced or enacted by the legislature or approved by the electors, if applicable, in the future that would or might apply to, or may have a material adverse effect upon, the District's finances in general or the District's ad valorem taxing power and the amount of ad valorem tax revenues collected by the District and the District's ability to make Basic

Lease Payments on the Series 2026A Certificates or the Prior Certificates.**]** See "SECURITY FOR THE SERIES 2026A CERTIFICATES" herein.

Ad Valorem Tax Levies and Collections

The following table sets forth the amounts billed and the percent collected for ad valorem property taxes levied by the District:

School District of Broward County, Florida
Property Tax Levies and Collections
(in Thousands)

Fiscal Year Ended June 30	Total Tax Levy	Less Adjustments		Net Tax Levy	Total Tax Collections	Percent of Total Tax Collections to Property Taxes Levied
		Deductions[(1)]	Discounts[(2)]			
2016	$1,197,902	$7,644	$41,445	$1,148,144	$1,149,777	95.98%
2017	1,234,873	8,307	42,922	1,182,717	1,185,546	96.01
2018	1,265,190	12,734	44,124	1,206,362	1,207,754	95.46
2019	1,314,563	12,076	45,364	1,254,219	1,255,567	95.51
2020	1,463,341	14,569	50,746	1,398,026	1,393,995	95.26
2021	1,474,820	11,398	51,707	1,411,715	1,411,125	95.68
2022	1,533,336	12,250	55,084	1,466,002	1,467,474	95.70
2023	1,642,276	11,788	58,394	1,572,094	1,570,453	95.63
2024	2,000,283	13,978	70,643	1,915,662	1,916,949	95.83
2025	2,115,503	17,943	74,173	2,023,387	2,023,934	95.67

[(1)] Deductions reflecting adjustments by Adjustment Board. See "Property Assessment and County Property Appraiser – Appealing Property Valuation" above.

[(2)] Reflects discounts for early payment. See "Tax Collection and Distribution by Tax Collector - General" above.

Source: Annual Comprehensive Financial Report of The School Board of Broward County, Florida for the Fiscal Year Ended June 30, 2025.

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Principal Taxpayers

The following table sets forth the Principal Property Taxpayers in Broward County, Florida in 2025 and 2016:

Broward County, Florida
Principal Taxpayers
(in Thousands)

	2025			2016		
Taxpayer	**Tax Levy[(1)]**	**Rank**	**Percent of Total Aggregate Tax Levy**	**Tax Levy[(1)]**	**Rank**	**Percent of Total Aggregate Tax Levy**
Florida Power & Light Co	$108,862	1	1.60%	$39,370	1	1.10%
Sunrise Mills Ltd Prtnr	17,233	2	0.25	9,649	2	0.27
Hollywood Fl Owner LLC	12,553	3	0.18	-	-	-
City of Fort Lauderdale	7,521	4	0.11	-	-	-
NXRT Pembroke LLC	7,062	5	0.10	-	-	-
Publix Super Markets Inc.	6,629	6	0.10	-	-	-
Harbor Beach Property LLC	6,348	7	0.09	3,462	8	0.10
Wal-Mart Stores East LP	6,007	8	0.09	5,631	5	0.16
REAL SUB LLC	5,179	9	0.08	-	-	-
MVHF LLC (Bldg) City of Hollywood (Land)	5,144	10	0.08	-	-	
Diplomat Properties Ltd Prtnr	-	-	-	7,957	3	0.22
Bellsouth Telecommunications Inc	-	-	-	6,540	4	0.18
Arium Resort LLC	-	-	-	4,325	6	0.12
IH3 Property Florida LP	-	-	-	3,816	7	0.11
RAR2 – Las Olas Centre LLC	-	-	-	3,016	9	0.08
Camden Summit Partnership LP	-	-		2,878	10	0.08
Total Principal Taxpayers	182,538		2.68%	86,644		2.42%
All Other Taxpayers	6,610,262		97.32%	3,497,533		97.58%
Total Aggregate Tax Levy	$6,792,800		100.00%	$3,584,177		100.00%

(1) Includes tax levy from all taxing jurisdictions within Broward County.

Source: Annual Comprehensive Financial Report of The School Board of Broward County, Florida for the Fiscal Year Ended June 30, 2025.

RECENT GOVERNMENTAL ACTIONS AND OTHER EVENTS AFFECTING DISTRICT REVENUES

General

During recent years and in the current 2026 legislative session, various other legislative proposals and constitutional amendments relating to ad valorem taxation and District revenues have been introduced in the State Legislature. Many of these proposals provide for new or increased exemptions to ad valorem taxation, limit increases in assessed valuation of certain types of property or otherwise restrict the ability of local governments in the State to levy ad valorem

taxes at recent, historical levels. Other proposals have sought to restrict the ability of local governments to use certain revenues for payment of debt service, to provide for additional procedures and notices to issue tax-supported debt or require certain local revenues be shared with charter schools in the school district. There can be no assurance that similar or additional legislative or other proposals will not be introduced or enacted in the future that would, or might apply to, or have a material adverse effect upon, the District or its finances.

Reference is also made to "AD VALOREM TAXATION – Exemptions from Ad Valorem Taxation" and "AD VALOREM TAXATION – Legislation Relating to Ad Valorem Taxation" herein for a discussion of recent amendments to the Florida Constitution and other legislation affecting ad valorem tax revenues.

Constitutional Amendments Relating to Class Size Reduction

Amendment 9 to the State Constitution required the State Legislature provide funding for sufficient classrooms so that class sizes were reduced to certain constitutional class size maximums by the beginning of the 2010 school year. Amendment 9 and Section 1003.03, Florida Statutes and Section 1013.735, Florida Statutes, relating to the implementation of Amendment 9 are referred to herein as the "Class Size Legislation."

The Class Size Legislation established constitutional class size maximums limiting students per class to no more than 18 for pre-kindergarten through 3rd grade, 22 for grades 4 through 8 and 25 for grades 9 through 12. Compliance is determined on a period-by-period basis. School districts not in compliance are required to submit to the Commissioner of Education a corrective action plan that describes specific actions the district will take in order to fully comply with the requirements by October of the following year.

The Class Size Legislation further created an "Operating Categorical Fund for Class Size Reduction," the "Classroom for Kids Program," the "District Effort Recognition Grant Program" and the "Class Size Reduction Lottery Revenue Bond Program" to provide funding for capital outlays and operating expenditures necessary in relation to these mandated class size reductions.

The Class Size Legislation requires each school board to consider implementing various policies and methods to meet these constitutional class sizes, including encouraging dual enrollment courses, encouraging the Florida Virtual School, maximizing instructional staff, reducing construction costs, using joint-use facilities, implementing alternative class scheduling, redrawing attendance zones, implementing evening and multiple sessions and implementing year-round and non-traditional calendars.

Through Fiscal Year 2009-10, the District complied with the requirements of the Class Size Legislation which was based on average class size at each school. Beginning in Fiscal Year 2010-11, the requirements were based on the number of students in each individual classroom and subsequently, schools that provided choice (e.g., charter, magnet, career and technical, etc.) continued to be required to meet average class size at each school. Including charter schools, the District was at 100% compliance with class size requirements for Fiscal Year 2025-26.

Legislative Changes Relating to School Choice

During the State Legislature's 2016 Regular Session, the Florida Legislature enacted House Bill 7029 ("HB 7029"). Among other things, a parent whose child is not subject to a current expulsion or suspension order may seek enrollment in and transport his or her child to any public school in the State, including a charter school, which has not reached capacity. The school district or charter school is required to accept and report the student for purposes of funding through the FEFP. The school district or charter school may provide student transportation at their discretion. HB 7029 requires the capacity determinations of each school district and charter school to be current and identified on their respective school websites. Each school must provide preferential treatment in its controlled open enrollment process to: (1) dependent children of active duty military personnel who moved as a result of military orders, (2) children relocated due to foster care placement in a different school zone, (3) children relocated due to a court ordered change in custody as a result of separation or divorce, or the serious illness or death of a parent, and (4) students residing in the school district. Students residing in the school district may not be displaced by a student from another school district. A student who transfers may remain at the school until the student completes the highest grade level offered. This amendment took effect with the 2017-2018 school year. At present, the impact of the school choice provisions of HB 7029 on the District's finances has been minimal.

House Bill No. 7045 ("HB 7045") was passed during the 2021 Florida legislative session and signed into law by the Governor. HB 7045 merged the State's school choice programs for certain disabled students and expanded eligibility for school voucher programs for low- and middle-income students and students subject to harassment, consolidated existing school-choice programs, increased the amount of State funding for the consolidated school-choice programs to $200 million and allowed the use of scholarship funds for private school tuition and other expenses such as tutoring, computers, and internet access.

HB 1, which significantly expanded the eligibility criteria of the State's school voucher programs, was signed into law by Florida Governor Ron DeSantis on March 27, 2023. HB 1, among other things, expanded eligibility for the Florida Tax Credit Scholarship Program and the Family Empowerment Scholarship Program to any student that is a resident of Florida and is eligible to enroll in kindergarten through grade 12 in a public school. The Family Empowerment Scholarship Program is divided into three programs, the Family Empowerment Scholarship for students attending private schools (the "FES-EO"), the Family Empowerment Scholarship for students with disabilities (the "FES-UA") and the Hope Scholarship Program. HB 1 significantly increased the number of Florida Tax Credit Scholarships that may be awarded each year, and then removes the limits beginning in 2027-28. HB 1, in combination with House Bill 3C which was signed into law and became effective on November 3, 2023, removed the existing limits on the number of FES-EO scholarships that may be given each year. HB 1 also provided that the amount of the Family Empowerment Scholarship is equal to 100% of the school district's FEFP funding per student, including most categorical grants. HB 1 authorized uses of scholarship funds include, among other authorized expenses, tuition and fees for a student to attend eligible private schools. HB 1 took effect on July 1, 2023. House Bill 1403 ("HB 1403") was passed during the 2024 regular Florida legislative session and, among other things, expands eligibility for the Florida Tax Credit Scholarship Program and the Family Empowerment Scholarship Program to include the dependent children of active duty members of the United States Armed Forces who meet certain residency

requirements, increases the FES-UA cap from three percent to five percent and repeals the scholarship funding portion of the Hope Scholarship Program. HB 1403 took effect on July 1, 2024. The expansion of the school choice programs in the State could potentially lead to a substantial increase in the number of Florida Tax Credit Scholarships and/or Family Empowerment Scholarship recipients. The District has seen a significant number of eligible students in the District transition to private schools or other scholarship eligible programs, which has had an adverse impact on the District's finances. However, the District is taking steps to address the decline in student enrollment by consolidating schools and decreasing employees to an appropriate number based on such reduced student enrollment. See "THE SCHOOL BOARD AND THE DISTRICT – School Facilities Reorganization Plan" and "RISK FACTORS – State Revenues" herein.

Distribution of Capital Outlay Funds to Charter Schools

On May 1, 2023, CS/CS/HB 1259 ("HB 1259") was signed by the Florida Governor Ron DeSantis. HB 1259 modifies the provisions of Section 1013.62, Florida Statutes, relating to Local Option Millage Levy revenues that are required to be shared with eligible charter schools in each school district in the State. HB 1259 removes a previously existing State funding threshold for purposes of determining whether Local Option Millage Levy revenues must be shared with eligible charter schools in a school district and establishes a five-year glide path of local sharing of Local Option Millage Levy revenues between each school district in the State and eligible charter schools therein. The calculation methodology set forth in HB 1259 first reduces a school district's available Local Option Millage Levy revenues by the school district's annual debt service for obligations incurred as of March 1, 2017, which are being satisfied by Local Option Millage Levy revenues and which have not been subsequently retired. The remaining Local Option Millage Levy revenues are then divided by the sum of (a) the school district's capital outlay FTE students and (b) the total number of FTE students at eligible charter schools in the school district to determine a capital outlay allocation per FTE student. Next, such capital outlay allocation per FTE student is multiplied by the total number of FTE students at each eligible charter school in the school district to determine a capital outlay allocation for each charter school in the school district. Next, if applicable, the capital outlay allocation to each charter school is reduced by the total amount of State funds allocated to each charter school in the school district thereby reducing the amount of Local Option Millage Levy revenues required to be shared by the school district. The remaining amount, if any, is the amount the school district must share with eligible charter schools in the school district in such year. However, the legislation provides for a five-year phase in for such amounts so that the amount to be paid by the school district for each year pursuant to the above-described methodology was multiplied by 20% for Fiscal 2023-24, and increases by 20% each year until Fiscal Year 2027-28 at which time it would equal 100% of the amount described in the preceding sentence. HB 1259 took effect on July 1, 2023. For the 2025-2026 Fiscal Year, the District is required to share approximately $24.7 million in Local Option Millage Levy revenues with eligible charter schools in the District. Such amount is projected to increase to approximately $64.5 million by Fiscal Year 2029-30. However, the School Board does not expect any reduction in Local Option Millage Levy revenues to adversely impact its ability to make Basic Lease Payments under the Master Lease in future years.

Schools of Hope

House Bill 7069 ("HB 7069"), as amended by HB 7070 in 2019, among other things, established the Schools of Hope Program to encourage traditional public schools within the State and charter operators throughout the country to replicate their model and service students from persistently low-performing schools and students who reside in a Florida Opportunity Zone (as defined therein). These provisions of HB 7069, now codified in Section 1002.333, Florida Statutes, provide for the establishment of Schools of Hope, which are charter schools operated by a Hope Operator to service students from one or more persistently low-performing schools; are located within a Florida Opportunity Zone or in the attendance zone of the persistently low-performing school or within a five mile radius of such school, whichever is greater; and is a Title I eligible school. Section 1002.333, Florida Statutes, defines "persistently low-performing schools" as schools that have earned three consecutive school grades below a "C" pursuant to Section 1008.34, Florida Statutes, in at least three of the previous five years and has not earned a school grade of "B" or higher in the most recent two school years, and a school that was closed pursuant to Section 1008.33(4), Florida Statutes, within two years of a notice of intent, and defines "Hope Operators" as nonprofit organizations that operate three or more charter schools with a record of serving students from low-income families and receives such designation from the Florida Department of Education. Pursuant to Section 1002.333, Florida Statutes, the statutory requirements for the application, approval, and contract that apply to charter schools do not apply to Schools of Hope; instead, a Hope Operator submits a notice of intent to a school district in order to open a School of Hope and the school district is required to enter into a performance based agreement with a Hope Operator within 60 days of receiving a notice of intent.

Section 1002.333, Florida Statutes, also (a) provides Schools of Hope with certain statutory authority, including, but not limited to, allowing a School of Hope to be designated as a local educational agency for the purposes of receiving federal funds; (b) provides that Schools of Hope are exempt from Chapters 1000-1013, Florida Statutes, and all school board policies, except any laws related to (i) the student assessment program and school grading system, (ii) student progression and graduation, (iii) provisions of services to students with disabilities, (iv) civil rights, (v) student health, safety, and welfare, (vi) public meetings, (vii) public records, and (viii) the code of ethics for public officers and employees.; (c) provides provisions for facilities for Schools of Hope; (d) provides provisions for funding Schools of Hope, including that they be funded in accordance with the statutory provisions relating to funding for charter schools and be considered a charter schools for purposes of charter school capital outlay; (e) establishes the School of Hope Program to cover specified operational expenses for Schools of Hope; and (f) establishes the Schools of Hope Revolving Loan Program to help Schools of Hope cover school building construction and startup costs.

On June 30, 2025, Senate Bill 2510 ("SB 2510") was signed into law by the Governor. SB 2510, among other things, modifies the provisions of Section 1002.333, Florida Statutes, relating to the requirements for the establishment of Schools of Hope including adding provisions allowing a school of hope to be located outside of a Florida Opportunity Zone or the attendance zone of the persistently low-performing school under certain circumstances, allowing a Hope Operator seeking to open a school of hope to submit an application to a state university or a Florida College System institution and enter an agreement with such state university of Florida College System institution, and allowing a school of hope to co-locate with another school in a public school

facility. The school district must permit any school of hope to use all or part of underused, vacant, or surplus school district facilities, and receive facility-related services at no cost. Students enrolled in the school of hope shall be included in the district's total capital outlay full-time equivalent membership for the purpose of Section 1013.62, Florida Statutes, and for calculating the Public Education Capital Outlay Maintenance finds or any other maintenance funds for the facility. To date, the District has received multiple notices from State-approved Schools of Hope operators seeking to use underused, vacant or surplus District facilities. None of the identified facilities are subject to the Master Lease Program. The District has denied all but one of these notices, citing material impracticability regarding the proposed use of the facilities. The sole notice not denied involves KIPP and William Dandy Middle School, which remains under active discussion. At this time, the District is unable to estimate the financial or operational impacts of any potential Schools of Hope co-location within District facilities.

The District currently has six schools identified as "persistently low-performing schools" under Section 1002.333, Florida Statutes.

Public Safety Mandate

In 2018, the Florida Legislature passed Senate Bill 7026 ("SB 7026") which, among other things, includes provisions designed to: enhance school safety policies, procedures, and personnel at the State and local level; improve and expand mental health services; and revise laws and empower law enforcement and the courts to limit access to firearms by young adults or by individuals exhibiting a risk of harming themselves or others. Specifically, SB 7026 requires each school board and superintendent to partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district by implementing any combination of the following options: (a) establish school resource officer programs through cooperative agreements with law enforcement agencies; (b) commission one or more school safety officers for the protection and safety of school personnel, property, and students within the school district; and (c) at a school district's discretion, and if established by the sheriff's office, participate in the Guardian Program, which allows certain school employees (but not employees who exclusively perform classroom duties as classroom teachers) to carry a firearm on school grounds if such employee volunteers and completes the statutorily required training. During the 2019 Legislative session, the State Legislature passed CS/CS/SB 7030 ("SB 7030") which among other things, removes the prohibition on individuals who perform exclusively classroom duties as a teacher from participating in the Guardian Program. However, the decision to allow teachers to be armed guardians remains with each individual school board. In 2018, the School Board adopted a resolution which prohibits arming teachers in the District. The School Board intends to comply with SB 7026 and SB 7030 through school resource officers and/or the Guardian Program. The District's estimated cost of complying with the public safety mandates of SB 7026 and SB 7030 for Fiscal Year 2024-25 was approximately $20.1 million and is budgeted to be $19.7 million, net of charter schools, for Fiscal Year 2025-26.

In the wake of the Marjory Stoneman Douglas tragedy, the School Board hired the school safety & security non-profit organization SafeHavens, International ("SafeHavens") to assess the District security programs. Based on recommendations from SafeHavens as well as findings from the Marjory Stoneman Douglas High School Public Safety Commission, the District established an Office of Safety, Security and Emergency Preparedness in order to organize, centralize and

enhance safety and security functions within the District. Additionally, in the aftermath of the Marjory Stoneman Douglas tragedy, a statewide grand jury was convened by the Florida Supreme Court to focus largely on safety and security issues statewide. The grand jury has issued three interim reports that made various recommendations to state and local officials relating to improving, among other things, public safety and security in schools. The final grand jury report recommended the removal or suspension of certain School Board members who, in turn, were removed from the School Board by Florida Governor Ron DeSantis.

RISK FACTORS

Each purchaser of Series 2026A Certificates is subject to certain risks and each prospective purchaser of Series 2026A Certificates is encouraged to read this Offering Statement in its entirety. Particular attention should be given to the factors described below which, among others, could affect the market price of the Series 2026A Certificates to an extent that cannot be determined.

Annual Right of the School Board to Terminate the Transaction Leases

Although the School Board has determined that the Refinanced Facilities are necessary to its operations and currently intends to continue the Transaction Leases in force and effect for their respective maximum Lease Term and has covenanted in the Transaction Leases that the Superintendent will include a sufficient amount in the tentative budget to enable the School Board to make the Lease Payments due in each Fiscal Year, the School Board is not required to appropriate funds for Basic Lease Payments due in each Fiscal Year. If for any Fiscal Year the School Board does not approve a final budget which appropriates sufficient funds from legally available revenues in a line item specifically identified for payment of its obligations under the Transaction Leases or any other Leases, or if no final budget is adopted as of the last day upon which a final budget is required to have been adopted under Florida law for payment of its obligations under such Leases, the Master Lease shall terminate as of the date of adoption of the final official budget, or such last day, whichever is earlier.

THE LIKELIHOOD THAT THE TRANSACTION LEASES WILL BE TERMINATED AS THE RESULT OF AN EVENT OF NON-APPROPRIATION IS DEPENDENT UPON CERTAIN FACTORS THAT ARE BEYOND THE CONTROL OF THE SERIES 2026A CERTIFICATE HOLDERS, INCLUDING THE CONTINUING FUTURE UTILITY OF THE REFINANCED FACILITIES AND OTHER FACILITIES OF THE SCHOOL BOARD AND CHANGES IN POPULATION OR DEMOGRAPHICS WITHIN THE DISTRICT.

Limitation Upon Disposition; Ability to Sell or Relet

Following an event of default under the Transaction Leases or non-appropriation of funds, the Trustee as assignee of the Corporation may take possession of the Refinanced Facilities (excluding the Series 2008A-1 Comprehensive Needs Facilities, the Series 2009A-1 Comprehensive Needs Facilities and the Series 2009A-2 Facilities) and sell or re-let the leasehold interests therein. The Trustee's ability to actually achieve such a disposition of such Refinanced Facilities is limited by its inability to convey fee simple title to the Refinanced Facilities and by the governmental nature of the Refinanced Facilities. Moreover, it is possible that a court of

competent jurisdiction could enjoin the sale or re-letting of the Trustee's interest in such Refinanced Facilities because of the essential governmental nature thereof. There can be no assurance that the remedies available to the Trustee upon any such termination of the Lease Term of all Leases and the disposition of such Refinanced Facilities will produce sufficient amounts to make timely payments of the principal and interest portions due on the outstanding Series 2026A Certificates.

Tax Effect Upon Termination of Transaction Leases

Upon termination of the Transaction Leases, there is no assurance that payments made by the Trustee **[**or the Insurer, if any,**]** with respect to the Series 2026A Certificates and designated as interest will be excludable from gross income for federal income tax purposes. See "TAX TREATMENT" herein.

Applicability of Securities Laws

After termination of the Transaction Leases, the transfer of a Series 2026A Certificate may be subject to or conditioned upon compliance with the registration provisions of applicable federal and state securities laws. Accordingly, there is no assurance that liquidity of the Series 2026A Certificates will not be impaired following termination of the Transaction Leases.

Local Option Millage Levy Revenue

The amount which can be realized by the District derived from the Local Option Millage Levy can be affected by a variety of factors not within the control of the District or the School Board including, without limitation, fluctuations in the level of the assessed valuation of property within the District. Moreover, the School Board is not legally required to impose the Local Option Millage Levy. See "SECURITY FOR THE SERIES 2026A CERTIFICATES – Limited Obligation of the School Board" and "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS – Local Sources" herein.

The maximum Local Option Millage Levy is also subject to change pursuant to changes in applicable law and is subject to sharing with charter schools in the District. See "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS – Local Sources" and "RECENT GOVERNMENTAL ACTIONS AND OTHER EVENTS AFFECTING DISTRICT REVENUES – Distribution of Capital Outlay Funds to Charter Schools" herein for information regarding legislation that requires the School Board to share Local Option Millage Levy revenues with charter schools in the District.

Educational Impact Fees

The educational impact fees are subject to revision and repeal by the Board of County Commissioners of the County. Further, various bills have been introduced in the Florida Legislature over the past several years that would eliminate the ability of certain governmental entities, including the County or the District, to levy impact fees for the construction or remodeling of educational facilities. To date, such bills have not been passed. However, there can be no assurance that legislation will not be introduced and enacted in the current or future legislative sessions that restricts, or eliminates, the District's ability to receive such impact fees.

State Revenues

A large portion of the District's funding is derived from State sources. See "FINANCIAL RESULTS AND LIABILITIES OF THE DISTRICT" herein. A significantly large percentage of such State revenues is generated from the levy of the State sales tax. The amounts budgeted for distribution from the State to the District are subject to change in the event that projected revenues are not realized, particularly in light of the economic downturn in the State as a result of the coronavirus pandemic. See "- Coronavirus (COVID-19)" below.

On June 30, 2025, Governor DeSantis approved the State education budget for State Fiscal Year 2025-26, which commenced July 1, 2025, providing for an approximately $945 million or 3.31% increase in State and local FEFP funding for K-12 public schools over State Fiscal Year 2024-2025, reflecting a per-pupil increase of approximately $143 per student or 1.59% over Fiscal Year 2024-2025. The adopted education budget allocates approximately $3.8 billion for funding of the State's expanded voucher/scholarship programs pursuant to HB 1 as part of State FEFP funding. See "RECENT GOVERNMENT ACTIONS AND OTHER EVENTS AFFECTING DISTRICT REVENUES – Legislative Changes Relating to School Choice" herein. However, such funds will be withheld from each school district's FEFP distributions based on the forecasted scholarship students for each school district. For the District, the estimated amount to be withheld is approximately $325.6 million. Based upon the second FEFP calculation, the estimated increase for the District is approximately $56.9 million (inclusive of charter school students and voucher/scholarship students) in State and local FEFP funds over Fiscal Year 2024-25. However, there can be no assurance that funding for K-12 public schools will increase exactly as provided for in the approved budget.

Based on the legislatively adopted budget for State fiscal year 2025–26, the District anticipates a reduction in State FEFP funding driven by an overall decrease in State funding levels and a projected decline in enrollment within District-operated schools. Since the 2017-18 school year, District student enrollment has decreased by approximately 13 percent, or 30,000 students. Enrollment for District-operated schools in 2025-26 is projected to decline by an additional 9,000 students compared to 2024-25. The combined effect of reduced FEFP revenues and rising operating costs is projected to result in a negative financial impact to the District in excess of $90 million. In response, the District is evaluating and implementing a series of cost-containment measures, including a hiring freeze for central office positions, adjustments to teacher work hours, administrative staffing efficiencies, consolidation of under-enrolled schools, and alignment of staffing levels with student enrollment trends. On March 13, 2025, the School Board approved the Superintendent’s 2025-26 organizational chart, which included a reduction in central office positions. Subsequently, on December 8, 2025, the Superintendent announced the immediate implementation of a hard hiring freeze, travel freeze, and overtime reductions. Notwithstanding these financial pressures, the School Board does not anticipate that reductions in State FEFP funding will adversely affect the District’s ability to meet its debt service obligations on the Series 2026A Certificates or the Prior Certificates.

Recently, the District has experienced increased internal and external scrutiny regarding its finances and operations, including public statements by the Governor alleging mismanagement. In response, members of the School Board have publicly expressed support for a review by the State’s Department of Government Efficiency ("DOGE") team. To date, DOGE has not indicated

whether or when it will conduct a review of the District's finances. In the interim, the District continues to fully comply with all financial reporting, transparency, and accountability requirements of the Florida Department of Education and all applicable state oversight agencies.

[INSERT FY 2027 BUDGET DISCLOSURE**]**

Additional Leases

Pursuant to the Master Lease, the School Board has previously entered into the Prior Leases and may enter into other Leases in addition to the Transaction Leases. Failure to appropriate funds to make Lease Payments under any such Lease will, and an event of default under any such Lease may, result in the termination of all Leases, including the Transaction Leases. Upon any such termination of all Leases, the School Board must surrender all Facilities (except certain designated facilities such as the Series 2008A-1 Comprehensive Needs Facilities, the Series 2009A-1 Comprehensive Needs Facilities and the Series 2009A-2 Facilities) to the Trustee for sale or lease. The proceeds of any such disposition of the Facilities will be applied to the payment of the applicable Series of Certificates. The proceeds derived from any such sale or reletting of the School Board's leasehold interest in such Facilities, if any, will be applied first to the payment of the fees and expenses of the Trustee, second to payment in full of the Series of Certificates relating to such Facilities and then to the payment of other outstanding amounts as described in said Lease(s). The proceeds of the disposition of the Refinanced Facilities (excluding the Series 2008A-1 Comprehensive Needs Facilities, the Series 2009A-1 Comprehensive Needs Facilities and the Series 2009A-2 Facilities) leased under (i) the Series 2008A-1 Lease will be applied to the payment of the Series 2026A Certificates allocable to the Series 2008A-1 Lease, equally and ratably with the Unrefunded Series 2016A Certificates (and in the case of disposition of the Overlapping Facilities subject to the Series 2008A-1 Lease, with holders of other Certificates representing an interest therein), after payment of the expenses of the Trustee and then as described in the Series 2008A-1 Lease and (ii) the Series 2009A-1 Lease will be applied to the payment of the Series 2026A Certificates allocable to the Series 2009A-1 Lease, equally and ratably with the Unrefunded Series 2016B Certificates allocable to the Series 2009A-1 Lease and the Series 2017B Certificates allocable to the Series 2009A-1 Lease, after payment of the expenses of the Trustee and then as described in the Series 2009A-1 Lease. In no event will owners of the Series 2026A Certificates have any interest in or right to any proceeds of the disposition of Facilities other than the Refinanced Facilities (excluding the Series 2008A-1 Comprehensive Needs Facilities, the Series 2009A-1 Comprehensive Needs Facilities and the Series 2009A-2 Facilities). There can be no assurance that the remedies available to the Trustee upon any such termination of all Leases and the disposition of such Facilities will produce sufficient amounts to pay the applicable outstanding Series 2026A Certificates and the Prior Certificates.

Additional Indebtedness

The School Board may issue additional indebtedness from time to time other than in connection with the Master Lease secured by or payable from available revenues without the consent of the Owners of the Series 2026A Certificates. Incurring such additional indebtedness may adversely affect the School Board's ability to make Lease Payments under the Master Lease. See "FINANCIAL RESULTS AND LIABILITIES OF THE DISTRICT – Obligations Under Unrelated Lease Purchase Agreements" herein.

Legislative Changes

In recent years, legislation has been introduced that has required that certain percentages of school district funding be spent on particular activities and imposed additional funding restrictions and other requirements on school districts. Other proposals have sought to provide for new or increased exemptions to ad valorem taxation, limit increases in assessed valuation of certain types of property or otherwise restrict the ability of local governments in the State to levy ad valorem taxes at historical levels. There can be no assurance that similar or additional legislative or other proposals will not be introduced or enacted in the future that would, or might apply to, or have a material adverse effect upon, the District or its finances. See "RECENT GOVERNMENTAL ACTIONS AND OTHER EVENTS AFFECTING DISTRICT REVENUES" and "AD VALOREM TAXATION – Legislation Relating to Ad Valorem Taxation" herein.

Effect of Sequestration on Lease Payments

Pursuant to the Balanced Budget and Emergency Deficit Control Act, as amended, the President of the United States ordered that certain automatic spending cuts be implemented pursuant to calculations provided by the United States Office of Management and Budget in its Report to the Congress on sequestration dated March 1, 2013. The cuts include mandatory reductions in the amounts scheduled to be paid by the federal government to issuers of Build America Bonds, Qualified Zone Academy Bonds, Qualified School Construction Bonds, New Clean Renewable Energy Bonds and Qualified Energy Conservation Bonds (collectively, "Direct-Pay Bonds") under Section 6431 of the Internal Revenue Code.

Payments to issuers of Direct-Pay Bonds from the budget accounts associated with these bonds were originally subject to an effective reduction of 8.7 percent of the amount budgeted for such payments on and after March 1, 2013 through September 30, 2013. Unless otherwise resolved, sequestration may continue through the end of federal fiscal year 2030, which ends September 30, 2030, with reductions in subsidy payments expected to be 5.7 percent of what would otherwise be received.

For federal fiscal year 2025-2026 (ending September 30, 2026), the School Board anticipates its aggregate annual expected QSCB Interest Subsidies (relating to the Series 2010A Certificates (QSCB)) of $[2,711,363] to be reduced by [5.7]% or $[154,548] resulting in a corresponding increase in interest costs for the District that must be paid from other revenue sources.

Coronavirus (COVID-19)

The Novel Coronavirus 2019 ("COVID-19") pandemic, along with various governmental measures taken to protect public health in light of the pandemic, adversely affected the School Board's financial results and resulted in a federally declared "national emergency." The School Board received various disaster relief funds since March 2020, including pursuant to the Coronavirus Aid, Relief and Economic Security Act, which contained the Education Stabilization Fund; the Coronavirus Response and Relief Supplemental Appropriations Act, which included a second Education Stabilization Fund; and The American Rescue Plan Act of 2021. The District received approximately $951.5 million in federal funds under such federal programs, collectively,

however many of such funds were required to be shared with charter schools and private schools in the County.

COVID-19 is ever evolving and the potential for future resurgence of COVID-19 at a pandemic level is unknown and, should there be a future resurgence of the pandemic or another pandemic, the School Board cannot predict with certainty the impacts of such an outbreak on the School Board's future operations, revenues or expenses.

Climate Change and Natural Disasters

Numerous scientific studies on climate change show that, among other effects on the global ecosystem, sea levels may rise, extreme temperatures may become more common, and extreme weather events may become more frequent as a result of increasing global temperatures attributable to atmospheric pollution. Sea levels may continue to rise in the future due to the increasing temperature of the oceans causing thermal expansion and growing ocean volume from glaciers and ice caps melting into the ocean. Coastal areas like the District are at risk of substantial flood damage over time, affecting private development and public infrastructure, including roads, utilities, emergency services, schools, and parks. As a result, the District could lose considerable tax revenues and many residents, businesses, and governmental operations along the waterfront could be displaced. However, the District is unable to predict whether sea level rise or other impacts of climate change or flooding from a major storm will occur, when they may occur, and if any such events occur, whether, they will have a material adverse effect on the business operations or financial condition of the District. Additionally, climate change concerns have led, and may continue to lead, to new laws and regulations at the federal and State levels (including but not limited to, air, water, hazardous substances and waste regulations) that could have a material adverse effect on the operations and/or financial condition of the District.

[The District experienced an extremely intense rainstorm in April 2023 resulting in flood damages exceeding $10,000,000. The District received a total net claim settlement in an amount of $9,962,368. Since this event, the District has purchased National Flood Insurance coverages on several District sites. Additionally, the District's Physical Plant Operations Department has implemented corrective measures at these sites.**]**

Cybersecurity

Computer networks and systems used for information transmission and collection are vital to the efficient operations of the District. District systems provide support to departmental operations and District services by collecting and storing sensitive information, including intellectual property, security information, proprietary business process information, information regarding suppliers and business partners, and personally identifiable information of students and employees (collectively, "Computer Information"). The secure processing, maintenance and transmission of Computer Information is critical to effective departmental operations and the appropriate provision of services. Increasingly, governmental entities are being targeted by cyberattacks seeking to obtain Computer Information or disrupt critical services. A rapidly changing cyber risk landscape may introduce new vulnerabilities that attackers and hackers can exploit in their efforts to effect breaches or service disruptions. Employee error and/or malfeasance may also contribute to a loss of Computer Information or other system disruptions. The District

has a multilayered information security program with several established protocols and procedures which include Acceptable Usage Policies and Information Security Guidelines. The District has next generation firewalls with unified threat management features enabled which include firewall, application control, web filter, and intrusion detection and prevention. Cybersecurity operations are handled internally. The District periodically faces cyber threats as is to be expected with all network-connected governments and businesses. The District experienced a cyberattack in March 2021, is fully recovered from this event and has not had another compromising cyberattack since the March 2021 event. However, after the March 2021 cyber breach, post-analysis revealed that personal information of some District students and employees may have been compromised in the cyberattack and posted on the dark web. Upon learning of this, the District notified potentially impacted parties and provided free credit monitoring and other safeguards to help the impacted stakeholders protect their identity. Based on currently available information, the District does not expect a significant financial liability to arise as a result of the March 2021 cyberattack. Nevertheless, the District implemented comprehensive measures to fortify its cybersecurity posture and minimize the risk of future incidents. These measures include, but are not limited to, the implementation of Multi-Factor Authentication (MFA) for staff network access to the network, deployment of Privileged Account Management (PAM) for sensitive systems access, installation of Endpoint Detection and Response (EDR) solutions to identify and mitigate malware and other threats, the introduction of managed phishing simulations to educate staff on identifying and responding to phishing attempts, external and internal penetration testing and vulnerability assessments to proactively identify potential cyber threats, and expansion of the District's internal IT security team to enhance the capacity for monitoring and responding to cyber events. There is a mandatory Security and Privacy Awareness training that all District employees must take annually to educate users regarding cyber security threats and ways to avoid becoming a victim as well as learn about protections in the District and ways to minimize vulnerabilities both at work and at home. The District also maintains cyber risk insurance to help mitigate its exposure to security attacks that are known to cripple an organization's technology system and/or fraudulently confiscate funds.

While District cybersecurity and operational safeguards are periodically tested, no assurances can be given that such measures will ensure against all cybersecurity threats or attacks. Cybersecurity breaches could damage or compromise the District's computer network and the confidentiality, integrity, or availability of the District's computer system or the Computer Information. The potential disruption, access, modification, disclosure or destruction of Computer Information could result in the interruption of District services, the initiation of legal claims or proceedings, liability under laws that protect the privacy of personal information, regulatory penalties, and could cause a material disruption in the District's operations or the appropriate provision of District services. The costs of remedying any such damage or protecting against future attacks could be substantial and in excess of the maximum amount of the District's cyber risk insurance policy. Further, the litigation to which the District could be exposed following a cybersecurity breach could be significant, which could cause the District to incur material costs related to such legal claims or proceedings.

[Remainder of page intentionally left blank]

LITIGATION

There is no litigation now pending or threatened (i) to restrain or enjoin the issuance or sale of the Series 2026A Certificates; (ii) questioning or affecting the validity of the Transaction Leases or the obligation of the School Board to make Lease Payments: or (iii) questioning or affecting the validity of any of the proceedings for the authorization, sale, execution or delivery of the Series 2026A Certificates.

Between September 2023 and April 2024, the School Board faced several lawsuits from charter schools over the distribution of referendum revenue from 2018 to 2022, with the charter schools seeking their alleged proportionate share of revenues from the additional voted millage based on full-time equivalent student enrollment. See "OPERATING REVENUES OF THE DISTRICT – Local Sources – Ad Valorem Taxes" herein. On March 7, 2024, the Florida Department of Education notified the Superintendent that an investigation was opened into the District's compliance with State law regarding sharing revenue from the referendum held in 2018 with charter schools in the District. On March 19, 2024, the Florida Commissioner of Education found probable cause that the District was non-compliant and recommended that the State Board of Education require the District to approve and implement a payment plan for charter schools by the start of the 2024-25 school year, with full payment by December 31, 2024, or a later agreed-upon date. The parties settled the claims by agreeing that the District would make three payments totaling approximately $108 million to the charter schools in the District. The settlement agreement was approved by the School Board on June 18, 2024, and provides the District pay charter schools $31.9 million by July 10, 2024, $35.9 million by July 10, 2025, and the remaining $40.4 million by July 10, 2026. The District agreed that $67 million would be paid from referendum dollars approved by voters in 2022 (which was a renewal of the referendum from 2018 for four additional years) and the interest of $41 million would be paid from the District's general fund. Additionally, the School Board considered allocating approximately $14 million over three years to additional charter schools which were not actively involved in litigation. This would increase the total amount paid to charter schools over the three-year period to approximately $123 million. The General Counsel's office, based on the representations of the District's Chief Financial Officer, asserts that the impact of the second payment has been built into the Fiscal Year 2025-26 budget approved by the School Board in September 2025.

The School Board is involved in certain litigation and disputes incidental to its operations. Upon the basis of information presently available, the General Counsel Office and Risk Management Administration to the School Board believes that there are substantial defenses to such litigation and disputes and that, in any event, any ultimate liability, in excess of applicable insurance coverage, resulting therefrom will not materially adversely affect the financial position or results of operations of the District, or the School Board and its ability to make Lease Payments.

RATINGS

[In the event any of the Series 2026A Certificates are insured, S&P Global Ratings, a business unit of Standard and Poor's Financial Services LLC ("S&P"), is expected to assign a rating of "__" (_____ outlook) to the Series 2026A Certificates with the understanding that upon delivery of the Series 2026A Certificates, the Policy will be issued by **[**INSURER SHORT

NAME**]**. Additionally,**]** Moody's Ratings ("Moody's") and Fitch Ratings, Inc. ("Fitch") have assigned **[**underlying**]** ratings of "___" (_____ outlook) and "___" (_____ outlook), respectively, to the Series 2026A Certificates **[**without regard to the Policy**]**. Such ratings and outlooks reflect only the views of such organizations and any desired explanation of the significance of such ratings and outlooks should be obtained from the rating agency furnishing the same. **[**An explanation of the rating and outlook given by S&P may be obtained from S&P at 55 Water Street, New York, New York 10041, (212) 438-2124.**]** An explanation of the rating and outlook given by Moody's may be obtained from Moody's at 7 World Trade Center, 250 Greenwich Street, 23rd Floor, New York, New York 10007, (212) 553-0300. An explanation of the rating and outlook given by Fitch may be obtained from Fitch at 33 Whitehall Street, New York, New York 10004, (212) 908-0500. There is no assurance that such rating and outlooks will continue for any given period of time, or that they will not be revised downward or withdrawn entirely by such rating agencies, if in their judgment circumstances so warrant. Any downward revision or withdrawal of such ratings or outlooks may have an adverse effect on the market price of the Series 2026A Certificates.

The above ratings and outlooks are not recommendations to buy, sell or hold the Series 2026A Certificates.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder require that full and fair disclosure is made of any bonds or other debt obligations of the District that have been in default as to payment of principal or interest at any time after December 31, 1975. The District is not and has not since December 31, 1975, been in default as to payment of principal and interest on its bonds or other debt obligations.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

The accuracy of the arithmetic computations showing the adequacy of the maturing principal and interest on the Escrow Securities to be acquired with a portion of the proceeds of the Series 2026A Certificates**[**, together with other funds available for that purpose,**]** to pay the principal portion and interest portion of the Basic Lease Payments on the Refunded Certificates, as described under "THE PLAN OF REFUNDING," have been verified by **[**VERIFICATION AGENT**]**, independent certified public accountants.

CERTAIN LEGAL MATTERS

Legal matters incident to the authorization, execution, delivery and sale of the Series 2026A Certificates are subject to the approving legal opinion of Co-Special Tax Counsel, Greenberg Traurig, P.A., Miami, Florida, and Edwards & Feanny, P.A., Miami, Florida. The proposed form of such opinion is included herein as APPENDIX D. Certain legal matters will be passed upon for the School Board and the Corporation by Kathelyn Jacques-Adams, Esquire, Interim General Counsel. Certain legal matters relating to disclosure will be passed upon for the School Board by Nabors, Giblin & Nickerson, P.A., Tampa, Florida, and Law Offices Thomas H.

Williams Jr., P.L., Miami, Florida, Co-Disclosure Counsel. Greenberg Traurig, P.A., Tallahassee, Florida is serving as Counsel to the Underwriters. Co-Special Tax Counsel, Co-Disclosure Counsel and Counsel to the Underwriters will receive fees for services provided in connection with the issuance of the Series 2026A Certificates, which fees are contingent upon the issuance of the Series 2026A Certificates.

Co-Special Tax Counsel's opinions are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Co-Special Tax Counsel as of the date thereof. Co-Special Tax Counsel assume no duty to update or supplement their opinions to reflect any facts or circumstances that may thereafter come to Co-Special Tax Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Co-Special Tax Counsel's opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or the courts; rather, such opinions represent Co-Special Tax Counsel's professional judgment based on their review of existing law, and in reliance on the representations and covenants that they deem relevant to such opinion.

UNDERWRITING

General

The Series 2026A Certificates are being purchased by J.P. Morgan Securities LLC, acting on behalf of itself, BofA Securities, Inc. and Raymond James & Associates, Inc. (collectively, the "Underwriters"), at an aggregate purchase price of $_____ (which represents the $_____.00 aggregate principal amount of the Series 2026A Certificates, **[**plus/less**]** **[**net**]** bond **[**premium/original issue discount**]** of $_____ and minus an Underwriters' discount of $_____).

The Underwriters will purchase all of the Series 2026A Certificates if any are purchased. The obligation to make such purchase is subject to certain terms and conditions contained in a Certificate Purchase Agreement and to the approval of certain legal matters by counsel.

The Underwriters may offer and sell the Series 2026A Certificates to certain dealers and others at prices lower than the public offering prices. After the initial public offering, the respective offering prices may be changed from time to time by the Underwriters.

The Underwriters and their respective affiliates are full-service financial institutions engaged in various activities that may include securities trading, commercial and investment banking, municipal advisory, brokerage, and asset management. In the ordinary course of business, the Underwriters and their respective affiliates may actively trade debt and, if applicable, equity securities (or related derivative securities) and provide financial instruments (which may include bank loans, credit support or interest rate swaps). The Underwriters and their respective affiliates may engage in transactions for their own accounts involving the securities and instruments made the subject of this securities offering or other offering of the School Board. The Underwriters and their respective affiliates may make a market in credit default swaps with respect to municipal securities in the future. The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and publish

independent research views in respect of the Series 2026A Certificates or other offerings of the School Board.

J.P. Morgan Securities LLC ("JPMS"), one of the Underwriters of the Series 2026A Certificates, has entered into negotiated dealer agreements (each, a "Dealer Agreement") with each of Charles Schwab & Co., Inc. ("CS&Co.") and LPL Financial LLC ("LPL") for the retail distribution of certain securities offerings at the original issue prices. Pursuant to each Dealer Agreement, each of CS&Co. and LPL may purchase Series 2026A Certificates from JPMS at the original issue price less a negotiated portion of the selling concession applicable to any Series 2026A Certificates that such firm sells.

BofA Securities, Inc., an Underwriter of the Series 2026A Certificates, has entered into a distribution agreement with its affiliate Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S"). As part of this arrangement, BofA Securities, Inc. may distribute securities to MLPF&S, which may in turn distribute such securities to investors through the financial advisor network of MLPF&S. As part of this arrangement, BofA Securities, Inc. may compensate MLPF&S as a dealer for their selling efforts with respect to the Series 2026A Certificates.

Co-Special Tax Counsel and Co-Disclosure Counsel may, from time-to-time, serve as counsel to the Underwriters on matters unrelated to the issuance of the Series 2026A Certificates.

TAX TREATMENT

[To be reviewed by Co-Special Tax Counsel**]**

General

General. The Internal Revenue Code of 1986, as amended (the "Code"), includes requirements which the School Board must continue to meet after the issuance of the Series 2026A Certificates in order that the interest portion of the Basic Lease Payments represented by the Series 2026A Certificates be and remain excludable from gross income of the holders thereof for federal income tax purposes. The School Board's failure to meet these requirements may cause the interest portion of the Basic Lease Payments designated and paid as interest to the Series 2026A Certificate holders to be included in gross income for federal income tax purposes retroactively to the date of execution and delivery of the Series 2026A Certificates. The School Board has covenanted to take the actions required by the Code in order to maintain the excludability from gross income for federal income tax purposes of the interest portion of the Basic Lease Payments designated and paid as interest to the Series 2026A Certificate holders and not to take any actions that would adversely affect that excludability.

In the opinion of Co-Special Tax Counsel, assuming continuing compliance by the School Board with the tax covenants referred to above and the accuracy of certain representations of the School Board, under existing statutes, regulations, rulings and court decisions, the interest portion of the Basic Lease Payments represented by the Series 2026A Certificates will be excludable from gross income for federal income tax purposes; and, further, the interest portion of the Basic Lease Payments represented by the Series 2026A Certificates will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the case of the

alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), the portion of the Basic Lease Payments designated and paid as interest to the owners of the Series 2026A Certificates is not excluded from the determination of adjusted financial statement income. No opinion is expressed with respect to the federal income tax consequences of any payments received with respect to the Series 2026A Certificates following termination of the Master Lease as a result of non-appropriation of funds or the occurrence of an event of default thereunder. Co-Special Tax Counsel expects to deliver opinions at the time of issuance of the Series 2026A Certificates substantially in the form set forth in Appendix E.

Co-Special Tax Counsel is further of the opinion that the Series 2026A Certificates and the portion of the Basic Lease Payments designated and paid as interest to the owners of the Series 2026A Certificates will not be subject to taxation under the laws of the State of Florida, except as to estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined therein; provided, however, that no opinion is expressed with respect to tax consequences under the laws of the State of Florida of any payments received with respect to the Series 2026A Certificates following termination of the Master Lease as a result of non-appropriation of funds or the occurrence of an event of default thereunder.

Except as described above, Co-Special Tax Counsel will express no opinion regarding the federal or State income tax consequences resulting from the receipt or accrual of the interest portion of the Basic Lease Payments designated and paid as interest to the Series 2026A Certificate holders or the ownership or disposition of the Series 2026A Certificates. Prospective purchasers of Series 2026A Certificates should be aware that the ownership of Series 2026A Certificates may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry Series 2026A Certificates or, in the case of a financial institution, that portion of the owner's interest expense allocable to the interest portion of the Basic Lease Payments represented by the Series 2026A Certificates, (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by the applicable statutory percentage of certain items, including the interest portion of the Basic Lease Payments represented by the Series 2026A Certificates, (iii) the inclusion of the interest portion of the Basic Lease Payments represented by the Series 2026A Certificates in the earnings of certain foreign corporations doing business in the United States for purposes of a branch profits tax, (iv) the inclusion of the interest portion of the Basic Lease Payments represented by the Series 2026A Certificates in the passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year and (v) the inclusion by recipients of certain Social Security and Railroad Retirement benefits of receipts and accrual of the interest portion of the Basic Lease Payments represented by the Series 2026A Certificates in determining whether a portion of such benefits are included in gross income for federal income tax purposes.

Co-Special Tax Counsel's opinion is based on existing law, which is subject to change. Such opinion is further based on factual representations made to Co-Special Tax Counsel as of the date hereof. Co-Special Tax Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may thereafter come to Co-Special Tax Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Co-Special Tax Counsel's opinions are not a guarantee of a particular result

and are not binding on the IRS or the courts; rather, such opinions represent Co-Special Tax Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

Original Issue Discount and Premium. Certain of the Series 2026A Certificates ("Discount Certificates") may be offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Certificate determined under Code Section 1273 or 1274 (i.e., for obligations issued for money in a public offering, the initial offering price to the public (other than to bond houses and brokers) at which a substantial amount of the obligation of the same maturity is sold pursuant to that offering). For federal income tax purposes, OID accrues to the owner of a Discount Certificate over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Certificate (i) is interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Series 2026A Certificates, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Certificate.

Certain of the Series 2026A Certificates ("Premium Certificates") may be offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity. That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Certificate, based on the yield to maturity of that Premium Certificate (or, in the case of a Premium Certificate callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Certificate), compounded semiannually (or over a shorter permitted compounding interval selected by the owner). No portion of that bond premium is deductible by the owner of a Premium Certificate. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity) or other disposition of a Premium Certificate, the owner's tax basis in the Premium Certificate is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Certificate for an amount equal to or less than the amount paid by the owner for that Premium Certificate.

Owners of Discount and Premium Certificates should consult their own tax advisers as to the determination for federal income tax purposes of the amount of OID or bond premium properly accruable in any period with respect to the Discount or Premium Certificates and as to other federal tax consequences and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.

Changes in Federal and State Tax Law. From time to time, there are legislative proposals suggested, debated, introduced or pending in Congress or in the State legislature that, if enacted into law, could alter or amend one or more of the federal tax matters, or state tax matters, respectively, described above, including, without limitation, the excludability from gross income of interest on the Series 2026A Certificates, adversely affect the market price or marketability of the Series 2026A Certificates, or otherwise prevent the holders from realizing the full current

benefit of the status of the interest thereon. It cannot be predicted whether or in what form any such proposal may be enacted, or whether, if enacted, any such proposal would affect the Series 2026A Certificates. Prospective purchasers of the Series 2026A Certificates should consult their tax advisors as to the impact of any proposed or pending legislation.

Information Reporting and Backup Withholding. Interest paid on tax-exempt bonds such as the Series 2026A Certificates is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2026A Certificates from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2026A Certificates, under certain circumstances, to "backup withholding" at the rates set forth in the Code, with respect to payments on the Series 2026A Certificates and proceeds from the sale of Series 2026A Certificates. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2026A Certificates. This withholding generally applies if the owner of Series 2026A Certificates (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2026A Certificates may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

MUNICIPAL ADVISOR

The School Board has retained PFM Financial Advisors LLC, Orlando, Florida, as Municipal Advisor (the "Municipal Advisor") with respect to the planning, structuring, execution and issuance of the Series 2026A Certificates. The Municipal Advisor will receive fees for services provided in connection with the issuance of the Series 2026A Certificates, which fees are contingent upon the issuance of the Series 2026A Certificates. The Municipal Advisor is not obligated to undertake and has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Offering Statement.

PFM Financial Advisors LLC is an independent municipal advisory firm and is not engaged in the business of underwriting, trading or distributing municipal or other public securities.

BASIC FINANCIAL STATEMENTS

The Basic Financial Statements of The School Board of Broward County, Florida for the Fiscal Year ended June 30, 2025 and the report thereon of Forvis Mazars, LLP, independent certified public accountants, dated _____, 2026, are included in APPENDIX B of this Offering Statement as part of the public records of the School Board. Forvis Mazars, LLP has not participated in the preparation of this Offering Statement.

The budgeted figures set forth in this Offering Statement reflect the School Board's final budget which was adopted on September 9, 2025. The School Board may amend its final budget from time to time in accordance with applicable law.

CONTINUING DISCLOSURE

The School Board has covenanted for the benefit of Series 2026A Certificate holders to provide certain financial information and operating data relating to the School Board in each year (the "Annual Report"), to provide notices of the occurrence of certain enumerated events, and to comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement to be executed by the School Board and Digital Assurance Certification LLC ("DAC") as of the date of issuance of the Series 2026A Certificates, as such Dissemination Agent Agreement may be amended from time to time in accordance with the terms thereof (the "Dissemination Agent Agreement"). Such covenant shall only apply so long as the Series 2026A Certificates are Outstanding, and shall also cease upon the termination of the continuing disclosure requirements of Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "Rule") by legislative, judicial or administration action. The Annual Report will be filed by the School Board or its dissemination agent, if any, with the Municipal Securities Rulemaking Board (the "MSRB") via its Electronic Municipal Market Access system described in the Dissemination Agent Agreement attached hereto as APPENDIX E hereto. The notices of material events will be filed by the School Board, or its dissemination agent, if any, with the MSRB. The specific nature of the information to be contained in the Annual Report and the notices of material events are described in "APPENDIX E – Form of Disclosure Dissemination Agent Agreement" hereto. Failure of the School Board to comply with the Dissemination Agent Agreement is not considered an event of default under the Transaction Leases, the Trust Agreement or the Series 2026A Certificates; however, any Series 2026A Certificate holder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the School Board to comply with its obligations under the Dissemination Agent Agreement.

The covenants of the School Board in the Dissemination Agent Agreement have been made in order to assist the Underwriters in complying with the Rule. No party other than the School Board is obligated to provide, nor is expected to provide, any continuing disclosure information in connection with the issuance of the Series 2026A Certificates in order to comply with the Rule.

[Due to an administrative oversight, the School Board failed to timely file notices related to the incurrence of various financial obligations since February 2020, as required by certain of the Disclosure Dissemination Agent Agreements to which the School Board is a party. The School Board corrected such failure on May 18, 2023 by filing a notice summarizing the various financial obligations for which it previously failed to file timely notices as required under such existing Disclosure Dissemination Agent Agreements.**]**

MISCELLANEOUS

The information contained above is neither guaranteed as to accuracy or completeness nor to be construed as representation by the Underwriters. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Offering Statement nor

any sale made hereunder is to create, under any circumstances, any implication that there has been no change in the affairs of the District or the School Board from the date hereof.

This Offering Statement is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, as a whole or in part, for any other purpose. Any statements in this Offering Statement involving matters of opinion, whether or not expressly so stated are intended as such and not as representations of fact. This Offering Statement is not to be construed as a contract or agreement between the District and the purchasers or the holders of any of the Series 2026A Certificates.

This Offering Statement has been duly executed and delivered by the authority of the School Board.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Chair

By_____
Superintendent of Schools

APPENDIX A

INFORMATION CONCERNING BROWARD COUNTY, FLORIDA

APPENDIX B

EXCERPTED INFORMATION FROM THE ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR THE FISCAL YEAR ENDED JUNE 30, 2025

APPENDIX C

CERTAIN LEGAL DOCUMENTS

Series 2008A Ground Lease
Series 2009A Ground Lease

Master Lease Purchase Agreement, as amended
Form of Schedule 2008A-1
Form of Schedule 2009A-1
Form of Schedule 2009A-2

Master Trust Agreement
Form of Series 2026A Supplemental Trust Agreement

Series 2008A Assignment Agreement
Series 2009A Assignment Agreement

APPENDIX D

FORM OF CO-SPECIAL TAX COUNSEL OPINION

APPENDIX E

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

APPENDIX F

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

EXHIBIT E

FORM OF RULE 15c2-12 CERTIFICATE

$_____[*] Certificates of Participation, Series 2026A Evidencing Undivided Proportionate Interests of the Owners Thereof in Basic Lease Payments to be Made by the School Board of Broward County, Florida, as Lessee, Pursuant to a Master Lease Purchase Agreement with the Broward School Board Leasing Corp., as Lessor

The undersigned hereby certifies and represents to J.P. Morgan Securities LLC, as representative (the "Representative") of the underwriters (the "Underwriters") that he is the duly appointed Treasurer of The School Board of Broward County, Florida (the "School Board") and is authorized to execute and deliver this Certificate, and further certifies on behalf of the School Board to the Underwriters as follows:

(i) This Certificate is delivered to enable the Underwriters to comply with Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule") in connection with the offering and sale of the above captioned certificates of participation (the "Series 2026A Certificates").

(ii) In connection with the offering and sale of the Series 2026A Certificates, there has been prepared a Preliminary Offering Statement, dated the date hereof, setting forth information concerning the Series 2026A Certificates and the School Board (the "Preliminary Offering Statement").

(iii) As used herein, "Permitted Omissions" shall mean the offering price, interest rate, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, ratings, the identity of the underwriter or the insurer, and other terms of the Series 2026A Certificates depending on such matters.

(iv) The undersigned hereby deems the Preliminary Offering Statement "final" as of its date, within the meaning of the Rule, except for the Permitted Omissions, and the information therein is accurate and complete except for the Permitted Omissions.

(v) If, at any time prior to the execution of a Purchase Contract, any event occurs as a result of which the Preliminary Offering Statement might, in the opinion of the School Board, include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the School Board will promptly notify the Representative thereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this ____ day of _____, 2026.

[*] Preliminary; subject to change.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Do not sign
Ivan Perrone
Treasurer

EXHIBIT F

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

DISCLOSURE DISSEMINATION AGENT AGREEMENT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
$[PAR AMOUNT] Certificates of Participation, Series 2026A

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated **[**CLOSING DATE**]**, 2026, is executed and delivered by The School Board of Broward County, Florida (the "School Board") and Digital Assurance Certification LLC, as Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC"), for the benefit of the Holders (hereinafter defined) of the captioned Certificates (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Certificates in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule").

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the School Board through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the School Board or anyone on the School Board's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. DEFINITIONS. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Offering Statement (hereinafter defined). The following capitalized terms shall have the following meanings:

"Annual Filing Date" means the date, set forth in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB (as hereinafter defined).

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Annual Report" means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

"Audited Financial Statements" means the annual financial statements of the School Board for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

"Certificates" means the $[PAR AMOUNT] Certificates of Participation, Series 2026A as listed on the attached Exhibit A, each with the 9-digit CUSIP numbers relating thereto.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the School Board and include the full name of the Certificates and the 9-digit CUSIP numbers for all Certificates to which the document applies.

"Disclosure Dissemination Agent" means Digital Assurance Certification LLC acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the School Board pursuant to Section 9 hereof.

"Disclosure Representative" means the Treasurer of the School Board, or such other person as the School Board shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Failure to File Event" means the School Board's failure to file an Annual Report on or before the Annual Filing Date.

"Financial Obligation" means a (i) debt obligation; (ii derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of an obligation or instrument described in either clause (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any

other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (i) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries) or (ii) treated as the owner of any Certificates for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements, the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule.

"Obligated Person" means the School Board, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Certificates (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

"Offering Statement" means that Offering Statement prepared by the School Board in connection with the Certificates, as listed on Exhibit A.

"Trustee" means the institution identified as such in the document under which the Certificates were issued.

"Voluntary Event Disclosure" means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. PROVISION OF ANNUAL REPORTS. (a) The School Board shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report

to the MSRB via the Electronic Municipal Market Access System ("EMMA") not later than January 15 of each fiscal year of the School Board, commencing January 15, 2027. Such date and each anniversary thereof is the "Annual Filing Date." The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the School Board of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the School Board will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Failure to File Event has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern Time on the Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the School Board irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the School Board are prepared but not available prior to the Annual Filing Date, the School Board shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

(i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;

(ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;

(iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;

(iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the School Board pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

1. "Principal and interest payment delinquencies";

2. "Non-Payment related defaults, if material";

3. "Unscheduled draws on debt service reserves reflecting financial difficulties";

4. "Unscheduled draws on credit enhancements reflecting financial difficulties";

5. "Substitution of credit or liquidity providers, or their failure to perform";

6. "Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax-exempt status of the Certificates";

7. "Modifications to rights of securities holders, if material";

8. "Bond calls, if material, and tender offers";

9. "Defeasances";

10. "Release, substitution, or sale of property securing repayment of the securities";

11. "Rating changes";

12. "Bankruptcy, insolvency or receivership or similar event of the Obligated Person";

13. "The consummation of a merger, consolidation or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or

termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material";

14. "Appointment of a successor or additional trustee, or the change of name of a trustee, if material";

15. "Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material"; and

16. "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties."

(v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as "Failure to provide annual financial information as required" when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the School Board pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. "amendment to continuing disclosure undertaking";

2. "change in obligated person";

3. "notice to investors pursuant to bond documents";

4. "certain communications from the Internal Revenue Service, other than those communications included in the Rule";

5. "secondary market purchases";

6. "bid for auction rate or other securities";

7. "capital or other financing plan";

8. "litigation/enforcement action";

9. "change of tender agent, remarketing agent, or other on-going party";

10. "derivative or other similar transaction"; and

11. "other event-based disclosures";

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the School Board pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. "quarterly/monthly financial information";

2. "change in fiscal year/timing of annual disclosure";

3. "change in accounting standard";

4. "interim/additional financial information/operating data";

5. "budget";

6. "investment/debt/financial policy";

7. "information provided to rating agency, credit/liquidity provider or other third party";

8. "consultant reports"; and

9. "other financial/operating data."

(viii) provide the School Board evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The School Board may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Trustee and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year. The School Board's fiscal year commences on July 1 and ends on the immediately succeeding June 30.

(g) Any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a

Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. CONTENT OF ANNUAL REPORTS.

(a) Each Annual Report shall contain Annual Financial Information with respect to the School Board, including, to the extent not set forth in the ACFR (as hereinafter defined):

1. Updates of information in the Offering Statement relating to:

a. Revenue sources as described under the headings "OPERATING REVENUES OF THE DISTRICT" and "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS";

b. Minimum local option millage levy required to produce 1.00x of the maximum annual basic lease payments;

c. The tables entitled "Net Assessed Value of Taxable Property," "Tax Millage Rates," "Property Tax Levies and Collections" and "Principal Taxpayers" under the heading "AD VALOREM TAXATION";

d. The tables entitled "Statement of Revenues, Expenditures and Changes in Fund Balance – General Fund," "Statement of Revenues, Expenditures and Changes in Fund Balance – Capital Projects Fund," "Direct and Overlapping Debt" and "Outstanding Long-Term Debt" under the heading "FINANCIAL RESULTS AND LIABILITIES OF THE DISTRICT."

(b) If available at the time of such filing, the Audited Financial Statements of the School Board for the prior fiscal year, prepared in accordance with generally accepted auditing standards, and Government Auditing Principles issued by the Comptroller General of the United States. If the School Board's Audited Financial Statements are not available by the time the Annual Report is required to be filed pursuant to Section 2(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Offering Statement, and the Audited Financial Statements shall be filed in the same manner as the Annual Report when they become available. Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including Offering Statements of debt issues with respect to which the School

Board is an "obligated person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the EMMA website. If the document incorporated by reference is a final offering statement, it must be available from the MSRB. The School Board will clearly identify each such document so incorporated by reference.

The School Board will reserve the right to modify from time to time the specific type of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the School Board; provided that the School Board will agree that any such modification will be done in a manner consistent with the Rule.

SECTION 4. REPORTING OF NOTICE EVENTS.

(a) The occurrence of any of the following events with respect to the Certificates constitutes a Notice Event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements relating to the Certificates reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax-exempt status of the Certificates;

7. Modifications to rights of holders of the Certificates, if material;

8. Certificate calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Certificates, if material;

11. Rating changes on the Certificates;

12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

> **Note to subsection (a)(12) of this Section 4**: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

The School Board shall, in a timely manner not in excess of ten (10) business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) of this Section 4 and shall be accompanied by a

Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the School Board desires to make, contain the written authorization of the School Board for the Disclosure Dissemination Agent to disseminate such information, and identify the date the School Board desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the School Board or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two (2) business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the School Board determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which should be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the School Board desires to make, contain the written authorization of the School Board for the Disclosure Dissemination Agent to disseminate such information, and identify the date the School Board desires for the Disclosure Dissemination Agent to disseminate the information, (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the School Board as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with the MSRB, in accordance with Section 2(e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP NUMBERS. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the School Board shall indicate the full name of the Certificates and the 9-digit CUSIP numbers for the Certificates as to which the provided information relates.

SECTION 6. ADDITIONAL DISCLOSURE OBLIGATIONS. The School Board acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the School Board, and that the duties and

responsibilities of the Disclosure Dissemination Agent do not extend to providing legal advice regarding such laws. The School Board acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. VOLUNTARY FILING.

(a) The School Board may instruct the Disclosure Dissemination Agent to file Voluntary Event Disclosure with the MSRB, from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the School Board desires to make, contain the written authorization of the School Board for the Disclosure Dissemination Agent to disseminate such information, and identify the date the School Board desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the School Board as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The School Board may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the School Board desires to make, contain the written authorization of the School Board for the Disclosure Dissemination Agent to disseminate such information, and identify the date the School Board desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the School Board as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(c) The parties hereto acknowledge that the School Board is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the School Board from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including

any other information in any Annual Report, Annual Financial Statement, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the School Board chooses to include any information in any Annual Report, Annual Financial Statement, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that which is specifically required by this Disclosure Agreement, the School Board shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Annual Financial Statement, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. TERMINATION OF REPORTING OBLIGATION. The obligations of the School Board and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Certificates upon the legal defeasance, prior prepayment or payment in full of all of the Certificates, when the School Board is no longer an Obligated Person with respect to the Certificates, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. DISCLOSURE DISSEMINATION AGENT. The School Board has appointed Digital Assurance Certification LLC as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The School Board may, upon thirty days' written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the School Board or DAC, the School Board agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Certificates. Notwithstanding any replacement or appointment of a successor, the School Board shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the School Board.

SECTION 10. REMEDIES IN EVENT OF DEFAULT. In the event of a failure of the School Board or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Certificates or under any other document relating to the Certificates, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. DUTIES, IMMUNITIES AND LIABILITIES OF DISCLOSURE DISSEMINATION AGENT.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the School Board has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the School Board and shall not be deemed to be acting in any fiduciary capacity for the School Board, the Holders of the Certificates or any other party. The Disclosure Dissemination Agent shall have no responsibility for the School Board's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the School Board has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon certifications of the School Board at all times.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. If the School Board has given its consent to the use of external counsel, the reasonable fees and expenses of such external counsel shall be payable by the School Board.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. AMENDMENT; WAIVER. Notwithstanding any other provision of this Disclosure Agreement, the School Board and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the School Board and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Certificates and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the School Board or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days' written notice of the intent to do so together with a copy of the proposed amendment to the School Board. No such amendment shall become effective if the School Board shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. BENEFICIARIES. This Disclosure Agreement shall inure solely to the benefit of the School Board, the Trustee of the Certificates, the Disclosure Dissemination Agent, the Underwriters, and the Holders from time to time of the Certificates, and shall create no rights in any other person or entity.

SECTION 14. GOVERNING LAW. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 15. COUNTERPARTS. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank**]**

The Disclosure Dissemination Agent and the School Board have caused this Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, LLC, as Disclosure Dissemination Agent

By:_____
Brianna Steger
Senior Vice President

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By:_____
Sarah Leonardi
Chair

EXHIBIT A
NAME AND CUSIP NUMBERS OF CERTIFICATES

Name of Issuer:	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Obligated Persons:	The School Board of Broward County, Florida
Name of Bond Issue:	Certificates of Participation, Series 2026A
Date of Issuance:	**[**CLOSING DATE**]**, 2026
Date of Offering Statement:	**[**SALE DATE**]**, 2026
Initial CUSIP Numbers:	See below

Initial CUSIP Number

EXHIBIT B
NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Obligated Persons:	The School Board of Broward County, Florida
Name of Bond Issue:	Certificates of Participation, Series 2026A
Date of Issuance:	**[**CLOSING DATE**]**, 2026
Date of Offering Statement:	**[**SALE DATE**]**, 2026

NOTICE IS HEREBY GIVEN that the School Board has not provided an Annual Report with respect to the above-named Certificates as required by the Disclosure Agreement, dated **[**CLOSING DATE**]**, 2026, between the School Board and Digital Assurance Certification LLC, as Disclosure Dissemination Agent. The School Board has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.

Dated**:** _____

Digital Assurance Certification LLC, as Disclosure Dissemination Agent, on behalf of the School Board

_____

cc: The School Board of Broward County, Florida
Obligated Person

EXHIBIT C-1

EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

School Board's and/or Other Obligated Person's Name: The School Board of Broward County, Florida
Name of Bond Issue: Certificates of Participation, Series 2026A
School Board's Six-Digit CUSIP Number: 115065
Nine-Digit CUSIP Number(s) of the Certificates to which this event notice relates: _____
Number of pages of attached material event notice: _____

Description of Notice Event (Check One):

1. ___Principal and interest payment delinquencies
2. ___Non-Payment related defaults, if material
3. ___Unscheduled draws on debt service reserves reflecting financial difficulties
4. ___Unscheduled draws on credit enhancements reflecting financial difficulties
5. ___Substitution of credit or liquidity providers, or their failure to perform
6. ___Adverse tax opinions, IRS notices or events affecting the tax status of the Certificates
7. ___Modifications to rights of holders of Certificates, if material
8. ___Bond calls, if material, and tender offers
9. ___Defeasances
10. ___Release, substitution, or sale of property securing repayment of the Certificates, if material
11. ___Rating changes
12. ___ Bankruptcy, insolvency or receivership or similar event of the Obligated Person
13. ____Merger, consolidation or acquisition of the Obligated Person, if material
14. ____Appointment of a successor or additional trustee, or the change of name of a trustee, if material
15. ____Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material
16. ____Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties

____Failure to provide annual financial information as required **[C6]**

I hereby represent that I am authorized by the School Board or its agent to distribute this information publicly:

Signature:

_____

Name: **[C6]** _____ Title: **[C7]** _____
Employer: Digital Assurance Certification LLC Address: **[C8]** _____
City, State, Zip Code: _____
Voice Telephone Number: **[C9]** _____
Date:_____

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" will be sent to the Municipal Securities Rulemaking Board, pursuant to the Disclosure Dissemination Agent Agreement dated as of **[**CLOSING DATE**]**, 2026, between the School Board and DAC.

School Board's and/or Other Obligated Person's Name: The School Board of Broward County, Florida

Name of Bond Issue: Certificates of Participation, Series 2026A

School Board's Six-Digit CUSIP Number: 115065

Nine-Digit CUSIP Number(s) of the Certificates to which this event notice relates:

Number of pages of attached material event notice: _____

____ Description of Voluntary Event Disclosure (Check One):

1._____"amendment to continuing disclosure undertaking";
2._____"change in obligated person";
3._____"notice to investors pursuant to bond documents";
4._____"certain communications from the Internal Revenue Service";
5._____"secondary market purchases";
6._____"bid for auction rate or other securities";
7._____"capital or other financing plan";
8._____"litigation/enforcement action";
9._____"change of tender agent, remarketing agent, or other on-going party";
10._____"derivative or other similar transaction"; and
11._____"other event-based disclosures."

I hereby represent that I am authorized by the School Board or its agent to distribute this information publicly: Signature:

_____

Name: **[C6]** _____ Title: **[C7]**_____

Employer: Digital Assurance Certification LLC Address: **[C8]** _____

City, State, Zip Code: _____

Voice Telephone Number: **[C9]** _____

Date:_____

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the Municipal Securities Rulemaking Board, pursuant to the Disclosure Dissemination Agent Agreement dated as of **[**CLOSING DATE**]**, 2026, between the School Board and DAC.

School Board's and/or Other Obligated Person's Name: The School Board of Broward County, Florida

Name of Bond Issue: Certificates of Participation, Series 2026A

School Board's Six-Digit CUSIP Number: 115065

Nine-Digit CUSIP Number(s) of the Certificates to which this event notice relates:

Number of pages of attached material event notice: _____

____ Description of Voluntary Financial Disclosure (Check One):

1._____"quarterly/monthly financial information";
2._____"change in fiscal year/timing of annual disclosure";
3._____"change in accounting standard";
4._____"interim/additional financial information/operating data";
5._____"budget";
6._____"investment/debt/financial policy";
7._____"information provided to rating agency, credit/liquidity provider or other third party";
8._____"consultant reports"; and
9._____"other financial/operating data."

I hereby represent that I am authorized by the School Board or its agent to distribute this information publicly:

Signature:

_____

Name: **[C6]** _____ Title: **[C7]** _____

Employer: Digital Assurance Certification LLC Address: **[C8]** _____

City, State, Zip Code: _____

Voice Telephone Number: **[C9]** _____

Date:_____

EXHIBIT G

FORM OF ESCROW DEPOSIT AGREEMENT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
acting as the governing body of
the School District of Broward County, Florida

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Escrow Agent

SERIES 2026A ESCROW DEPOSIT AGREEMENT
(Refunding Series 2016A and Series 2016B Certificates)

Dated _____ __, 2026

THIS SERIES 2026A ESCROW DEPOSIT AGREEMENT (this "Agreement") is made and entered into as of _____ __, 2026, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA** (the "School Board"), acting as the governing body of the School District of Broward County, Florida (the "District"), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association duly organized and existing under the laws of the United States of America and having corporate trust offices in Fort Lauderdale, Florida, as escrow agent (the "Escrow Agent"). Any capitalized term used herein but not otherwise defined, shall have the meaning assigned thereto in the Master Trust Agreement dated as of July 1, 1990, as amended as of March 18, 1997 and as further amended as of December 20, 2000 (as so amended, the "Master Trust Agreement"), as supplemented by a Series 2026A Supplemental Trust Agreement dated as of _____ 1, 2026 (collectively with the Master Trust Agreement, the "Series 2026A Trust Agreement"), each between the Broward School Board Leasing Corp. (the "Corporation") and U.S. Bank Trust Company, National Association (successor in interest to First Union National Bank of Florida), as trustee (in such capacity, the "Trustee").

W I T N E S S E T H:

WHEREAS, as of July 1, 1990, the School Board and the Corporation entered into a Master Lease Purchase Agreement, as amended as of December 20, 2000 and as further amended as of May 19, 2020 (as so amended, the "Master Lease"); and

WHEREAS, the School Board and the Corporation have entered into (i) a Series 2008A Ground Lease dated as of June 1, 2008, as amended as of October 1, 2008, April 1, 2009 and February 1, 2014 (the "Series 2008A Ground Lease"), and (ii) Schedule 2008A-1 to the Master Lease ("Schedule 2008A-1") dated as of June 1, 2008, as most recently amended and restated as of April 1, 2016 (which Schedule together with the Master Lease is referred to herein as the "Original Series 2008A-1 Lease"), pursuant to which the School Board leased certain real property to the Corporation and subleased from the Corporation such real property and leased the improvements thereon, known respectively as the "Series 2008A-1 Facility Sites" and the "Series 2008A-1 Facilities" (collectively, the "Series 2008 Facilities"); and

WHEREAS, the School Board and the Corporation have entered into (i) a Series 2009A Ground Lease dated as of June 1, 2009, as amended and restated as of July 1, 2011, May 1, 2012 and February 1, 2014 (the "Series 2009A Ground Lease"), and (ii) Schedule 2009A-1 to the Master Lease ("Schedule 2009A-1") dated as of June 1, 2009, as most recently amended and restated as of April 1, 2016 (which Schedule together with the Master Lease is referred to herein as the "Original Series 2009A-1 Lease"), pursuant to which the School Board leased certain real property to the Corporation and subleased from the Corporation such real property and leased the improvements thereon, known respectively as the "Series 2009A-1 Facility Sites" and the "Series 2009A-1 Facilities;" and (iii) Schedule 2009A-2 to the Master Lease ("Schedule 2009A-2") dated as of June 1, 2009, as most recently amended and restated as of April 1, 2016 (which Schedule together with the Master Lease is referred to herein as the "Original Series 2009A-2 Lease") pursuant to which the School Board leased certain improvements, personal property and educational facilities to the Corporation and subleased from the Corporation such improvements,

personal property and educational facilities (the "Series 2009A-2 Facilities" and together with the Series 2009A-1 Facilities, the "Series 2009 Facilities"); and

WHEREAS, to provide funds for the acquisition and construction of the Series 2008 Facilities, Certificates of Participation, Series 2008A (the "Series 2008A Certificates") were issued in the aggregate principal amount of $270,560,000, representing an undivided proportionate interest in the principal portion and interest portion of the Basic Lease Payments to be made by the School Board under the Original Series 2008A-1 Lease, pursuant to the Master Trust Agreement, as supplemented by a Series 2008A Supplemental Trust Agreement dated as of June 1, 2008 between the Corporation and the Trustee; and

WHEREAS, the Corporation assigned substantially all of its interest in the Series 2008A Ground Lease and the Original Series 2008A-1 Lease to the Trustee pursuant to a Series 2008A Assignment Agreement dated as of June 1, 2008; and

WHEREAS, to provide funds for the acquisition and construction of the Series 2009 Facilities, Certificates of Participation, Series 2009A (the "Series 2009A Certificates") were issued in the aggregate principal amount of $20,140,000, representing an undivided proportionate interest in the principal portion and interest portion of the Basic Lease Payments to be made by the School Board under the Original Series 2009A-1 Lease and the Original Series 2009A-2 Lease, pursuant to the Master Trust Agreement, as supplemented by a Series 2009A Supplemental Trust Agreement dated as of June 1, 2009, between the Corporation and the Trustee; and

WHEREAS, the Corporation assigned substantially all of its interest in the Series 2009A Ground Lease, the Original Series 2009A-1 Lease and the Series 2009A-2 Lease to the Trustee pursuant to a Series 2009A Assignment Agreement dated as of June 1, 2009; and

WHEREAS, as a result of the current favorable market conditions, the School Board has determined to refinance a portion of its obligations under the Series 2008A-1 Lease, the Series 2009A-1 Lease and the Series 2009A-2 Lease by further amending and restating (i) Schedule 2008A-1 ("Amended and Restated Schedule 2008A-1"), (ii) Schedule 2009A-1 ("Amended and Restated Scheule 2009A-1") and (iii) Schedule 2009A-2 ("Amended and Restated Schedule 2009A-2"); and

WHEREAS, pursuant to the provisions of Sections 7.4 of the Master Lease and Section 302 of the Master Trust Agreement, the Corporation and the School Board may direct the Trustee to issue refunding Certificates, the proceeds of which are to be deposited with the Trustee as Escrow Agent under an escrow deposit agreement for the purpose of providing for the payment of the unpaid Basic Lease Payments represented by, and the Prepayment Price of, the Refunded Series 2016A Certificates (as defined herein) and the Refunded Series 2016B Certificates (as defined herein); and

WHEREAS, on February 10, 2026, the School Board adopted a Resolution approving the issuance of the Series 2026A Certificates and authorizing the execution and delivery of Amended and Restated Schedule 2008A-1, Amended and Restated Schedule 2009A-1 and Amended and Restated Schedule 2009A-2 and this Agreement; and

WHEREAS, to accomplish such refinancings, the Corporation is entering into a Series 2026A Supplemental Trust Agreement (the "Series 2026A Supplemental Trust Agreement" and together with the Master Trust Agreement, the "Series 2026A Trust Agreement") with the Trustee providing for the issuance of refunding Certificates of Participation, Series 2026A (the "Series 2026A Certificates") to refund (a) all of the outstanding Series 2016A Certificates as set forth on Schedule A-1 hereto (the "Refunded Series 2016A Certificates") and (b) all of the outstanding Series 2016B Certificates as set forth on Schedule A-2 hereto (the "Refunded Series 2016B Certificates" and together with the Refunded Series 2016A Certificates, the "Refunded Certificates"), which Series 2026A Certificates will represent undivided proportionate interests in the principal portion and interest portion of the Basic Lease Payments to be made under the Series 2008A-1 Lease, the Series 2009A-1 Lease and the Series 2009A-2 Lease, and in the manner provided in the Series 2026A Trust Agreement and shall have the terms and provisions contained in the Series 2026A Supplemental Trust Agreement; and

WHEREAS, a portion of the proceeds derived from the sale of the Series 2026A Certificates, will be applied to the purchase of Government Obligations (as such term is hereinafter defined), which principal amount of Government Obligations will mature and produce investment income and earnings at such times and in such amounts as will be sufficient, together with cash held uninvested, to pay the unpaid Basic Lease Payments represented by the Refunded Certificates to their Prepayment Date (as hereinafter defined) and to pay the Prepayment Price of the Refunded Certificates on the Prepayment Date, as more particularly described in **Schedule B** attached hereto; and

WHEREAS, in order to provide for the proper and timely application of the moneys deposited hereunder, the maturing principal amount of the Government Obligations purchased therewith, and investment income and earnings derived therefrom, to the payment of the Refunded Certificates, it is necessary for the School Board to enter into this Agreement with the Escrow Agent;

NOW, THEREFORE, the School Board, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment when due on their respective Payment Dates of the Basic Lease Payments represented by the Refunded Certificates and the Prepayment Prices thereof on the Prepayment Date according to their respective tenors and effects, does by these presents hereby grant a security interest in, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, unto the Escrow Agent and to its successors in the escrow hereby created, and to it and its assigns forever, all and singular the property hereinafter described, to wit:

DIVISION I

All right, title and interest in and to $_____ derived from the proceeds of the Series 2026A Certificates allocable to the Refunded Series 2016A Certificates and deposited with the Escrow Agent pursuant to Section 402 of the Series 2026A Supplemental Trust Agreement upon the issuance and delivery of the Series 2026A Certificates and execution and delivery of this Agreement.

All right, title and interest in and to $_____ derived from the proceeds of the Series 2026A Certificates allocable to the Refunded Series 2016B Certificates and deposited with the Escrow Agent pursuant to Section 402 of the Series 2026A Supplemental Trust Agreement upon issuance and delivery of the Series 2026A Certificates and execution and delivery of this Agreement.

DIVISION II

All right, title and interest in and to (i) the Government Obligations described in Schedule C-1 and C-2 attached hereto and made a part hereof, and (ii) any Substituted Securities, as defined in Section 2.4.1 hereof, together with the income and earnings thereon.

DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the School Board or by anyone on its behalf to the Escrow Agent for the benefit of the Refunded Certificates.

DIVISION IV

All property which is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, by the School Board or by anyone on its behalf, be subject to the pledge hereof.

TO HAVE AND TO HOLD, all and singular, the Escrowed Funds (as such term is hereinafter defined), including all additional property which by the terms hereof has or may become subject to the encumbrances of this Agreement, unto the Escrow Agent, and its successors and assigns, forever in trust, however, for the benefit and security of the holders from time to time of the Refunded Certificates, but if the Basic Lease Payments represented by, and the Prepayment Price, of the Refunded Certificates shall be fully and promptly paid when due prior to and upon the Payment Date and Prepayment Date thereof in accordance with the terms thereof, then this Agreement shall be and become void and of no further force and effect with respect to the Refunded Certificates; otherwise the same shall remain in full force and effect, and upon the trusts and subject to the covenants and conditions hereinafter set forth.

ARTICLE I

DEFINITIONS

SECTION 1.1 Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following

meanings, unless some other meaning is plainly intended. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Master Trust Agreement.

"Escrowed Funds," "escrow fund" or "pledged property" shall mean the property, rights and interests described or referred to under Divisions I through IV above held separately for (i) the Refunded Series 2016A Certificates and (ii) the Refunded Series 2016B Certificates.

"Government Obligations" shall mean any obligations which as to both principal and interest constitute non-callable direct obligations of, or non-callable obligations the timely payment of which is fully and unconditionally guaranteed by, the full faith and credit of the United States of America, including bonds or other evidences of indebtedness issued or guaranteed by any agency or corporation which has been or may hereafter be created pursuant to an Act of Congress as an agency or instrumentality of the United States of America to the extent the timely payment of the principal of and interest on which is unconditionally guaranteed by the full faith and credit of the United States of America.

"Prepayment Date" shall mean July 1, 2026.

"Prepayment Price" shall mean, an amount equal to 100% of the principal portion of Basic Lease Payments represented by the Refunded Certificates to be prepaid on the Prepayment Date.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II

ESTABLISHMENT OF ESCROW DEPOSIT FUND; FLOW OF FUNDS

SECTION 2.1 Creation of the Series 2016A Escrow Deposit Fund and the Series 2016B Escrow Deposit Fund and Deposit of Moneys. There are hereby created and established with the Escrow Agent special and irrevocable escrow funds designated the "Series 2016A Escrow Deposit Fund" and the "Series 2016B Escrow Deposit Fund," to be held by the Escrow Agent and accounted for separate and apart from each other and from other funds of the School Board and, to the extent required by law, of the Escrow Agent, whether in its capacity as Trustee under the Master Trust Agreement or otherwise.

Concurrently with the delivery of this Agreement, the School Board herewith deposits or causes to be deposited with the Escrow Agent and the Escrow Agent acknowledges receipt of immediately available funds for deposit in:

(a) the Series 2016A Escrow Deposit Fund the amount of $_____ derived from the proceeds of the Series 2026A Certificates, which, based solely on the Verification Report prepared by [Robert Thomas CPA, LLC] (the "Verification Report"), the School Board represents and warrants, when invested in the Government Obligations listed in Schedule C-1 attached hereto, together with $___ held uninvested, will provide moneys sufficient to pay on the Prepayment Date the Prepayment Price of, the Refunded Series 2016A Certificates, as set forth in Schedule B-1 attached hereto and made a part hereof; and

(b) the Series 2016B Escrow Deposit Fund the amount of $_____ derived from the proceeds of the Series 2026A Certificates, which, based solely on the Verification Report, the School Board represents and warrants, when invested in the Government Obligations listed in Schedule C-2 attached hereto, together with $____ held uninvested, will provide moneys sufficient to pay on the Prepayment Date the Prepayment Price of, the Refunded Series 2016B Certificates, as set forth in Schedule B-2 attached hereto and made a part hereof.

Notwithstanding the foregoing, if the amounts deposited in the Series 2016A Escrow Deposit Fund are insufficient to make said payments, the School Board shall deposit into the Series 2016A Escrow Deposit Fund the amount of any deficiency immediately upon notice from the Escrow Agent, but only on a basis subordinate to the payment of the portion of the Series 2026A Certificates, and any other Certificates representing an interest in the Basic Lease Payments to be made by the School Board pursuant to the Series 2008A-1 Lease

Notwithstanding the foregoing, if the amounts deposited in the Series 2016B Escrow Deposit Fund are insufficient to make said payments, the School Board shall deposit into the Series 2016B Escrow Deposit Fund the amount of any deficiency immediately upon notice from the Escrow Agent, but only on a basis subordinate to the payment of the portion of the Series 2026A Certificates, and any other Certificates representing an interest in the Basic Lease Payments to be made by the School Board pursuant to the Series 2009A-1 Lease or the Series 2009A-2 Lease.

SECTION 2.2 Irrevocable Escrow Created. The deposit of moneys and Government Obligations or other property hereunder in the Series 2016A Escrow Deposit Fund and the Series 2016B Escrow Deposit Fund shall constitute an irrevocable deposit of said moneys and Government Obligations and other property hereunder for the benefit of the holders of the Refunded Series 2016A Certificates and the Refunded Series 2016B Certificates, respectively, subject to the provisions of this Agreement. The holders of the Refunded Series 2016A Certificates and the Refunded Series 2016B Certificates shall, subject to the provisions of this Agreement, have an express lien on all moneys and principal of and earnings on the Government Obligations and other property in the Series 2016A Escrow Deposit Fund and the Series 2016B Escrow Deposit Fund, respectively, as applicable. The moneys deposited in the Series 2016A Escrow Deposit Fund and the Series 2016B Escrow Deposit Fund, and the matured principal of the Government Obligations and other property hereunder and the interest thereon shall be held in escrow by the

Escrow Agent, and shall be transferred in the necessary amounts as hereinafter set forth, for the payment of the principal and interest portions represented by the Refunded Series 2016A Certificates and the Refunded Series 2016B Certificates, respectively, as the same become due and payable on the Payment Date therefor as specifically set forth in Schedule B-1 and B-2 hereto.

SECTION 2.3 Purchase of Government Obligations. The Escrow Agent is hereby directed to immediately purchase the Government Obligations listed on Schedule C-1 and Schedule C-2. The Escrow Agent shall purchase the Government Obligations solely from the moneys deposited in the Series 2016A Escrow Deposit Fund and the Series 2016B Escrow Deposit Fund, all as provided in Section 2.1 hereof. The Escrow Agent shall apply the moneys deposited in the Series 2016A Escrow Deposit Fund and the Series 2016B Escrow Deposit Fund and the Government Obligations purchased therewith, together with all income or earnings thereon, in accordance with the provisions hereof. The Escrow Agent shall have no power or duty to invest any moneys held hereunder or to make substitutions of the Government Obligations held hereunder or to sell, transfer or otherwise dispose of the Government Obligations held hereunder except as provided in this Agreement, nor shall the Escrow Agent have any liability with respect to such investments, including, without limitation, any losses or taxes thereon. In the absence of investment instructions from the School Board, the Escrow Agent shall hold the moneys held by it hereunder uninvested.

SECTION 2.4 Substitution of Certain Government Obligations.

2.4.1 At the written direction of the School Board, the Escrow Agent shall accept in substitution for all or a portion of the Government Obligations listed in Schedule C-1 and C-2, Government Obligations (the "Substituted Securities"), the principal of and interest on which, together with any Government Obligations listed in Schedule C-1 and C-2 hereto for which no substitution is made, will meet the requirements of payment of all Basic Lease Payments represented by the Refunded Series 2016A Certificates and the Refunded Series 2016B Certificates as set forth in Schedule C hereof. The foregoing notwithstanding, the substitution of Substituted Securities for any of the Government Obligations listed in Schedule B-2 and Schedule B-3 may be effected only upon compliance with Section 2.4.2(a) and (b) below.

2.4.2 At the written direction of the School Board at any time during the term of this Agreement, and provided that substituted Government Obligations are made available to the Escrow Agent, the Escrow Agent shall, upon receipt of the opinion and verification required by (a) and (b) respectively below, sell, transfer, exchange or otherwise dispose of, or request the redemption of, all or a portion of the Government Obligations then held in the Series 2016A Escrow Deposit Fund and/or the Series 2016B Escrow Deposit Fund, and shall substitute for such Government Obligations other Government Obligations, designated by the School Board, and acquired by the Escrow Agent with the proceeds derived from the sale, transfer, disposition, redemption of, or by the exchange of, such Government Obligations held in the Series 2016A Escrow Deposit Fund and/or the Series 2016B Escrow Deposit Fund, as applicable:

(a) The Escrow Agent shall have received an opinion of nationally recognized counsel in the field of law relating to municipal bonds stating that such substitution complies with this Agreement and will not adversely affect the exclusion from gross

income for federal income tax purposes of the portion of the Basic Lease Payments designated as interest and represented by the Refunded Certificates and the Series 2026A Certificates and is not inconsistent with the statutes and regulations applicable to the Refunded Certificates and the Series 2026A Certificates; and

(b) The Escrow Agent shall have received verification from a nationally recognized independent certified public accountant or firm of accountants stating that the principal of and interest on the substituted Government Obligations, together with any Government Obligations and a stated dollar amount of cash remaining in the Series 2016A Escrow Deposit Fund and/or the Series 2016B Escrow Deposit Fund, if any, as applicable, will be sufficient without reinvestment, to pay the remaining Basic Lease Payments represented by the Refunded Series 2016A Certificates and the Refunded Series 2016B Certificates, respectively, as set forth in Schedule B-1 and B-2 hereof.

Notwithstanding anything to the contrary contained in this Agreement, any moneys resulting from the sale, transfer, disposition or redemption of the Government Obligations held hereunder and the substitution therefor of other Government Obligations which, based on the foregoing verification, are not necessary for the payment of Basic Lease Payments represented by the Refunded Certificates, shall be transferred to the School Board.

The Escrow Agent may conclusively rely on all specific directions in this Agreement in the investment or reinvestment of the Series 2016A Escrow Deposit Fund and the Series 2016B Escrow Deposit Fund. The Escrow Agent shall be under no duty to inquire whether the Government Obligations as deposited in the Series 2016A Escrow Deposit Fund or the Series 2016B Escrow Deposit Fund are properly invested under the Code.

SECTION 2.5 Transfers from the Escrow Deposit Funds. As the principal of the Government Obligations set forth in Schedule C-1 and Schedule C-2 shall mature and be paid, and the investment income and earnings thereon are paid, the Escrow Agent shall, no later than the due date for the Refunded Series 2016A Certificates and the Refunded Series 2016B Certificates, as specified in Schedule B-1 and B-2 hereof, transfer to itself as the paying agent for the Refunded Series 2016A Certificates and the Refunded Series 2016B Certificates from the Series 2016A Escrow Deposit Fund and the Series 2016B Escrow Deposit Fund, amounts sufficient to pay the Basic Lease Payments represented by the Refunded Series 2016A Certificates and the Refunded Series 2016B Certificates, as specified in Schedule B-1 and B-2 hereof.

SECTION 2.6 Transfer of Funds After All Payments Required by this Agreement are Made. After all of the transfers by the Escrow Agent for payment of the Basic Lease Payments represented by the Refunded Series 2016A Certificates have been made as specified in Schedule B-1 and B-2, all remaining moneys and securities, together with any income and interest thereon, in the Series 2016A Escrow Deposit Fund, shall be transferred to the School Board, and after all of the transfers by the Escrow Agent for payment of the Basic Lease Payments represented by the Refunded Series 2016B Certificates have been made as specified in Schedule B-1 and B-2, all remaining moneys and securities, together with any income and interest thereon, in the Series 2016B Escrow Deposit Fund, shall be transferred to the School Board; provided, however, that no such transfers (except transfers made in accordance with Section 2.5 hereof) shall be made until

all of the Basic Lease Payments represented by the Refunded Series 2016A Certificates and the Refunded Series 2016B Certificates, as the case may be, have been paid.

SECTION 2.7 Reinvestment of Certain Moneys Remaining in Escrow Deposit Fund. Notwithstanding any provision herein to the contrary, subject to the provisions of Section 2.3, the Escrow Agent shall invest the Escrowed Funds remaining in the Series 2016A Escrow Deposit Fund and the Series 2016B Escrow Deposit Fund upon the maturity of the Government Obligations, at the written direction of the School Board, in additional Government Obligations until such time as they are needed to pay the Prepayment Price of the Refunded Certificates. Such direction shall be accompanied by an opinion from nationally recognized counsel in the field of law relating to municipal bonds, stating that investment of such moneys in such Government Obligations will not adversely affect the rights of the holders of the Refunded Certificates, nor adversely affect the exclusion from gross income for federal income tax purposes of the portion of the Basic Lease Payments designated as interest and represented by the Refunded Certificates, and is not inconsistent with the terms and provisions of the Escrow Deposit Agreement or the statutes and regulations applicable to the Refunded Certificates.

SECTION 2.8 Notice of Defeasance. The Escrow Agent is hereby irrevocably instructed by the School Board to cause to be mailed, as soon as practicable after the issuance of the Series 2026A Certificates, but in any event no later than 10 Business Days after the date hereof to the registered owners of the Refunded Certificates, in accordance with the provisions of Section 801(b) of the Master Trust Agreement, a notice of defeasance substantially in the form attached hereto as Schedule D-1 and D-2 and to file the same with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system ("EMMA"). The Escrow Agent shall not have any liability to any party in connection with any failure to timely file such notice and the sole remedy available shall be an action by the holders of such Refunded Certificates, in mandamus for specific performance or similar remedy to compel performance.

SECTION 2.9 Notice of Prepayment. The School Board elects to prepay, pursuant to Sections 7.2 and 7.3 of the Master Lease, the principal portion of the Basic Lease Payments represented by the Refunded Certificates on the Prepayment Date and the Escrow Agent is irrevocably instructed by the School Board to mail to the registered owners of the Refunded Certificates, not less than 30 days before their Prepayment Date, a notice of prepayment, substantially in the form attached hereto as Schedule E-1 and Schedule E-2, in accordance with the requirements set forth in Section 315 of the Master Trust Agreement, and to file the same with EMMA. The Escrow Agent shall not have any liability to any party in connection with any failure to timely file such notice and the sole remedy available shall be an action by the holders of such Refunded Certificates in mandamus for specific performance or similar remedy to compel performance.

ARTICLE III

CONCERNING THE ESCROW AGENT

SECTION 3.1 Duties of Escrow Agent. The Escrow Agent shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement, and no covenant or obligation shall be implied in this Agreement on the part of the Escrow Agent.

SECTION 3.2 Liability of Escrow Agent.

3.2.1 The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of moneys and of the principal amount of the securities and earnings thereon to pay the Refunded Certificates. So long as the Escrow Agent applies any moneys, securities and earnings therefrom to pay the Refunded Certificates as provided herein, and complies fully with the terms of this Agreement, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Refunded Certificates caused by such calculations.

3.2.2 The Escrow Agent shall have no lien, security interest or right of set-off whatsoever upon any of the moneys or investments in the Series 2016A Escrow Deposit Fund and the Series 2016B Escrow Deposit Fund for the payment of fees or expenses for services rendered by the Escrow Agent under this Agreement.

3.2.3 The Escrow Agent shall not be liable for any loss or damage, including counsel fees and expenses, resulting from its actions or omissions to act hereunder, except for any loss or damage arising out of its own bad faith, negligence or willful misconduct. Without limiting the generality of the foregoing, the Escrow Agent shall not be liable for any action taken or omitted in good faith in reliance on any notice, direction, consent, certificate, affidavit, statement, designation or other paper or document reasonably believed by it to be genuine and to have been duly and properly signed or presented to it by the School Board.

SECTION 3.3 Fees, Expenses and Indemnification.

3.3.1 The School Board shall pay to the Escrow Agent for its performance hereunder: (a) such compensation as may mutually be agreed upon in writing; and (b) its reasonable out-of-pocket expenses (including counsel fees and expenses) incurred in connection with this Agreement.

3.3.2 To the extent permitted by law, the School Board shall indemnify and exonerate, save and hold harmless the Escrow Agent from and against any and all claims, demands, expenses (including counsel fees and expenses) and liabilities of any and every nature which the Escrow Agent may sustain or incur or which may be asserted against the Escrow Agent as a result of any action taken or omitted by the Escrow Agent hereunder without bad faith, negligence or willful misconduct. At any time, the Escrow Agent may apply to the School Board for written instructions with respect to any matter arising under this Agreement and shall be fully protected in acting in accordance with such instructions. In addition, the Escrow Agent may, as reasonably

necessary, consult counsel to the School Board or its own counsel, at the expense of the School Board, and shall be fully protected with respect to any action taken or omitted in good faith in accordance with such advice or opinion of counsel to the School Board or its own counsel. The indemnification provided to the Escrow Agent herein shall survive the termination of this Agreement or the sooner resignation or removal of the Escrow Agent.

SECTION 3.4 Permitted Acts. The Escrow Agent and its affiliates may become the owners of or may deal in the Series 2026A Certificates as fully and with the same rights as if it were not the Escrow Agent.

SECTION 3.5 Applicability of Bond Resolution. The rights, privileges, benefits, protections, and immunities of the Bond Resolution shall be equally available and applicable to the Trustee as Escrow Agent hereunder, all as if such rights, privileges, benefits, protections and immunities were set forth herein.

ARTICLE IV

MISCELLANEOUS

SECTION 4.1 Amendments to this Agreement. This Agreement is made for the benefit of the School Board and the holders from time to time of the Refunded Series 2016A Certificates and the Refunded Series 2016B Certificates, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Escrow Agent, and the School Board; provided, however, that the School Board and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant to or confer upon the Escrow Agent for the benefit of the holders of the Refunded Series 2016A Certificates and the Refunded Series 2016B Certificates any additional rights, remedies or powers that may lawfully be granted to or conferred upon the Escrow Agent;

(c) to obtain a new rating or ratings of the Refunded Series 2026A Certificates by one or more Rating Agencies; and

(d) to grant or confer upon the Escrow Agent for the benefit of the holders of the Refunded Certificates, the power to reinvest the Escrowed Funds in Government Obligations.

The Escrow Agent shall be entitled to rely upon an unqualified opinion of a nationally recognized counsel in the field of law relating to municipal bonds with respect to compliance with this Section.

SECTION 4.2 Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the School Board or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 4.3 Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the School Board or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 4.4 Termination, Resignation and Removal of Escrow Agent.

4.4.1 This Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made. The provisions of Sections 3.2, 3.3 and 3.5 of this Agreement shall survive the termination of this Agreement.

4.4.2 The Escrow Agent may evidence its intent to resign by giving written notice to the School Board. Such resignation shall take effect only upon delivery of the Escrowed Funds to a successor Escrow Agent designated in writing by the School Board (the School Board hereby agreeing to designate such successor Escrow Agent within a reasonable period of time), and the Escrow Agent shall thereupon be discharged from all obligations under this Agreement and shall have no further duties or responsibilities in connection herewith. The Escrow Agent shall deliver the Escrowed Funds without unreasonable delay after receiving the School Board's designation of a successor Escrow Agent and upon payment of all of its fees and expenses. Notwithstanding the foregoing, the Trustee and the Escrow Agent shall always be the same entity.

4.4.3 If after thirty (30) days from the date of delivery of its written notice of intent to resign the Escrow Agent has not received a written designation of a successor Escrow Agent, the Escrow Agent's sole responsibility shall be in its sole discretion either to retain custody of the Escrowed Funds and apply the Escrowed Funds in accordance with this Agreement without any obligation to reinvest any part of the Escrowed Funds until it receives such designation, or to apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent and after such appointment to have no further duties or responsibilities in connection herewith.

4.4.4 The Escrow Agent may be replaced at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and signed by either the School Board or the holders of a majority in aggregate principal amount of the Refunded Series 2016A Certificates and the Refunded Series 2016B Certificates; provided that prior to the effectiveness of such removal any and all fees and expenses payable to the Escrow Agent pursuant to the terms of this Agreement shall have been paid . Such instrument shall provide for the appointment of a successor Escrow Agent, which appointment shall occur simultaneously with the removal of the Escrow Agent.

SECTION 4.5 Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 4.6 Notices. Any notice, instruction, request for instructions or other instrument in writing authorized or required by this Agreement to be given to either party shall be deemed given if addressed and mailed certified mail to it at its offices at the address set forth below, or at such other place as such party may from time to time designate in writing:

(a) if to the School Board, at:

The School Board of Broward County, Florida
600 Southeast Third Avenue, 2nd Floor
Fort Lauderdale, FL 33301
Attention: Treasurer

(b) if to the Escrow Agent, at:

U.S. Bank Trust Company, National Association
Corporate Trust Department
6410 Southpoint Parkway, Suite 200
Jacksonville, FL 3221

SECTION 4.7 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials and officers and the seal of the School Board to be hereunto affixed and attested as of the date first above written.

(SEAL)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Attest: _____
Dr. Howard Hepburn
Secretary

By: _____
Sarah Leonardi
Chair

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Escrow Agent

By: _____
Deborah J. Lamb
Vice President

[ESCROW DEPOSIT AGREEMENT]

SCHEDULE A-1

Refunded Series 2016A Certificates

Maturity Date (July 1)	Principal Amount	Prepayment Date

SCHEDULE A-2

Refunded Series 2016B Certificates

Maturity Date (July 1)	Principal Amount	Prepayment Date

SCHEDULE B-1

Schedule of Payments
Represented by Refunded Series 2016A Certificates

Payment Date (July 1)	Principal Amount	Interest	Total

SCHEDULE B-2

Schedule of Payments
Represented by Refunded Series 2016B Certificates

Payment Date	Principal Amount	Interest	Total

SCHEDULE C-1

Investment of Series 2026A Certificate Proceeds and Other Legally Available Moneys
For Refunded Series 2016A Certificates

U.S. Government Securities	Principal Amount	Maturity Date	Interest Rate
SLGS – Certificate			
SLGS – Certificate			

$___ held uninvested.

SCHEDULE C-2

Investment of Series 2026A Certificate Proceeds and Other Legally Available Moneys
For Refunded Series 2016B Certificates

U.S. Government Securities	Principal Amount	Maturity Date	Interest Rate
SLGS – Certificate			
SLGS – Certificate			

$___ held uninvested.

SCHEDULE D-1

Form of Notice of Defeasance
For Refunded Series 2016A Certificates

The School Board of Broward County, Florida
Certificates of Participation, Series 2016A

Maturing on July 1, 2027 through July 1, 2033, Evidencing Fractional Undivided Interests of the Owners Thereof in Basic Lease Payments to be Made Under a Master Lease-Purchase Agreement by The School Board of Broward County, Florida

Maturity Date (July 1)	Principal Amount	Interest Rate	Original CUSIP Number*
2027	$13,590,000	5.000%	115065YX6
2028	14,265,000	5.000	115065YY4
2029	14,980,000	5.000	115065YZ1
2030	15,730,000	5.000	115065ZA5
2031	10,000,000	5.000	115065ZE7
2031	6,520,000	3.000	115065ZB3
2032	17,215,000	5.000	115065ZC1
2033	18,075,000	3.250	115065ZD9

NOTICE IS HEREBY GIVEN that for the payment of all Basic Lease Payments represented by the obligations indicated above maturing on July 1, 2027 through July 1, 2033, inclusive (the "Refunded Certificates"), there has been deposited in escrow with U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as escrow agent, moneys consisting of refunding certificate proceeds and other legally available monies which have been invested in obligations consisting of securities which are direct obligations of, or obligations which are fully and unconditionally guaranteed by, the United States of America and held in cash.

The scheduled payments to be received from such securities, together with the interest income therefrom, have been calculated to be adequate to pay the principal portion and interest portion due, and to become due with respect to the Refunded Certificates on July 1, 2026, the Payment Date and Prepayment Date, respectively thereof.

The Refunded Certificates are deemed to have been paid within the meaning of Section 801 of the Master Trust Agreement dated as of July 1, 1990, as amended as of March 18, 1997 and as further amended as of December 20, 2000, under which the Refunded Certificates were issued and secured.

The **Undersigned shall not be held responsible for the selection or use of the CUSIP number in this Defeasance Notice, nor is any representation made as to its correctness. It is included solely for the convenience of the Holders.*

Dated this __ day of _____, 2026.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Escrow Agent

SCHEDULE D-2

Form of Notice of Defeasance
For Refunded Series 2016B Certificates

The School Board of Broward County, Florida
Certificates of Participation, Series 2016B

Maturing on July 1, 2027, Evidencing Fractional Undivided Interests of the Owners Thereof in Basic Lease Payments to be Made Under a Master Lease-Purchase Agreement by The School Board of Broward County, Florida

Maturity Date (July 1)	Principal Amount	Interest Rate	Original CUSIP Number*
2027	$6,880,000	5.000%	115065ZH0

NOTICE IS HEREBY GIVEN that for the payment of all Basic Lease Payments represented by the obligations indicated above maturing on July 1, 2027 (the "Refunded Certificates"), there has been deposited in escrow with U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as escrow agent, moneys consisting of refunding certificate proceeds and other legally available monies which have been invested in obligations consisting of securities which are direct obligations of, or obligations which are fully and unconditionally guaranteed by, the United States of America and held in cash.

The scheduled payments to be received from such securities, together with the interest income therefrom, have been calculated to be adequate to pay the principal portion and interest portion due, and to become due with respect to the Refunded Certificates on July 1, 2026, the Payment Date and Prepayment Date, respectively thereof.

The Refunded Certificates are deemed to have been paid within the meaning of Section 801 of the Master Trust Agreement dated as of July 1, 1990, as amended as of March 18, 1997 and as further amended as of December 20, 2000, under which the Refunded Certificates were issued and secured.

The **Undersigned shall not be held responsible for the selection or use of the CUSIP number in this Defeasance Notice, nor is any representation made as to its correctness. It is included solely for the convenience of the Holders.*

Dated this __ day of _____, 2026.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Escrow Agent

SCHEDULE E-1

Form of Notice of Prepayment
For Refunded Series 2016A Certificates

The School Board of Broward County, Florida
Certificates of Participation, Series 2016A

Maturing on July 1, 2027 through July 1, 2033, Evidencing Fractional Undivided Interests of the Owners Thereof in Basic Lease Payments to be Made Under a Master Lease-Purchase Agreement by The School Board of Broward County, Florida

Maturity Date (July 1)	Principal Amount	Interest Rate	Original CUSIP Number*
2027	$13,590,000	5.000%	115065YX6
2028	14,265,000	5.000	115065YY4
2029	14,980,000	5.000	115065YZ1
2030	15,730,000	5.000	115065ZA5
2031	10,000,000	5.000	115065ZE7
2031	6,520,000	3.000	115065ZB3
2032	17,215,000	5.000	115065ZC1
2033	18,075,000	3.250	115065ZD9

NOTICE is hereby given to the holders of the outstanding Certificates of Participation, Series 2016A (the "Certificates") issued on behalf of The School Board of Broward County, Florida, that such Certificates have been called for prepayment prior to maturity on July 1, 2026 (the "Prepayment Date"), in accordance with their terms at a prepayment price of 100% of the principal amount thereof.

Subject to the foregoing, the prepayment price of such Certificates shall become due and payable on the Prepayment Date, and from and after the Prepayment Date interest on such Certificates, shall cease to accrue and be payable. Interest accrued on such Certificates will be paid in the usual manner.

Holders of such Certificates will receive payment of the prepayment price to which they are entitled upon presentation and surrender thereof in the following manner:

Delivery Instructions:
U.S. Bank
Global Corporate Trust
111 Fillmore Ave E
St. Paul, MN 55107

Certificate holders presenting their certificates in person for same day payment **must** surrender their certificate(s) by 1:00 P.M. CST on the Prepayment Date and a check will be available for pick up after 2:00 P.M. CST. Checks not picked up by 4:30 P.M. CST will be mailed out to the bondholder via first class mail. If payment of the prepayment price is to be made to the registered owner of the Certificate, you are not required to endorse the Certificate to collect the prepayment price.

For a list of redemption requirements please visit our website at **www.usbank.com/corporatetrust** and click on the "Bondholder Information" link for redemption instructions. You may also contact our Bondholder Communications team at **1-800-934-6802** Monday through Friday from 8 AM to 6 PM CST.

IMPORTANT NOTICE

Federal law requires the Paying Agent to withhold taxes at the applicable rate from the payment if an IRS Form W-9 or applicable IRS Form W-8 is not provided. Please visit **www.irs.gov** for additional information on the tax forms and instructions.

The **Undersigned shall not be held responsible for the selection or use of the CUSIP number in this Prepayment Notice, nor is any representation made as to its correctness. It is included solely for the convenience of the Holders.*

Dated this __ day of _____, 2026.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Escrow Agent

SCHEDULE E-2

Form of Notice of Prepayment
For Refunded Series 2016B Certificates

The School Board of Broward County, Florida
Certificates of Participation, Series 2016B

Maturing on July 1, 2027, Evidencing Fractional Undivided Interests of the Owners Thereof in Basic Lease Payments to be Made Under a Master Lease-Purchase Agreement by The School Board of Broward County, Florida

Maturity Date (July 1)	Principal Amount	Interest Rate	Original CUSIP Number*
2027	$6,880,000	5.000%	115065ZH0

NOTICE is hereby given to the holders of the outstanding Certificates of Participation, Series 2016B (the "Certificates") issued on behalf of The School Board of Broward County, Florida, that such Certificates have been called for prepayment prior to maturity on July 1, 2026 (the "Prepayment Date"), in accordance with their terms at a prepayment price of 100% of the principal amount thereof.

Subject to the foregoing, the prepayment price of such Certificates shall become due and payable on the Prepayment Date, and from and after the Prepayment Date interest on such Certificates, shall cease to accrue and be payable. Interest accrued on such Certificates will be paid in the usual manner.

Holders of such Certificates will receive payment of the prepayment price to which they are entitled upon presentation and surrender thereof in the following manner:

Delivery Instructions:
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For a list of redemption requirements please visit our website at **www.usbank.com/corporatetrust** and click on the "Bondholder Information" link for redemption instructions. You may also contact our Bondholder Communications team at **1-800-934-6802** Monday through Friday from 8 AM to 6 PM CST.

IMPORTANT NOTICE

Federal law requires the Paying Agent to withhold taxes at the applicable rate from the payment if an IRS Form W-9 or applicable IRS Form W-8 is not provided. Please visit **www.irs.gov** for additional information on the tax forms and instructions.

The **Undersigned shall not be held responsible for the selection or use of the CUSIP number in this Prepayment Notice, nor is any representation made as to its correctness. It is included solely for the convenience of the Holders.*

Dated this __ day of _____, 2026.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Escrow Agent

Status: WITHDRAWN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	RR. Resolutions
DEPARTMENT:	Innovative Learning

Agenda Item Number:	RR-4.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Resolution No. 26-129 in Support of Broward County Public Schools Advancing Education Powered by Artificial Intelligence (AI)

REQUESTED ACTION:

Adopt Resolution No. 26-129 in Support of Broward County Public Schools Advancing Education Powered by Artificial Intelligence (AI). District-wide

RATIONALE:

For the Requested Actions, Background History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Resolution
- Memo to Withdraw

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 1: Safety

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Sherri N. Wilson	Phone:	754-321-2640
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Angela R. Fulton, Deputy Superintendent

Signature

Dr. Angela R. Fulton, Deputy Superintendent Jan 27, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Resolution No. 26-129 in Support of Broward County Public Schools Advancing Education Powered by Artificial Intelligence (AI)

Board Meeting Date: February 10, 2026

Requested Action: Adopt Resolution No. 26-129 in Support of Broward County Public Schools Advancing Education Powered by Artificial Intelligence (AI) District-wide

School Board Policy Requirement/Authority: N/A

Statutory Requirement/Authority: N/A

District-zone Impact: District-wide

Impact of the School Board's Vote:
- If the School Board votes "Yes": The School Board will adopt Resolution No. 26-129 in Support of Broward County Public Schools Advancing Education Powered by Artificial Intelligence (AI)
- If the School Board votes "No": The School Board will not adopt Resolution No. 26-129 in Support of Broward County Public Schools Advancing Education Powered by Artificial Intelligence (AI)

Background/History
As artificial intelligence (AI) technologies rapidly evolve, they are transforming education by enhancing teaching, learning, and school operations. AI offers opportunities for personalized learning, data-driven decision-making, and preparing students for a technology-driven workforce. However, successful integration requires attention to accessibility, responsible use, data privacy, and educator training.

On April 22, 2025, during a Broward School Board Workshop featuring AI, XR, and VR, the term "Broward Powered by AI" was introduced, signaling a bold vision for innovation. Since then, the need for a formal resolution BCPS Advancing Education Powered by AI has grown as technology use expands in classrooms without consistent guidance for educators. While students increasingly interact with AI tools, teachers often lack structured resources and training, creating implementation gaps and potential learning disparities. Concerns about academic integrity, bias, and data security further underscore the urgency for clear ethical standards.

A resolution will:

- Provide structured guidance for responsible AI integration.
- Promote ethical and equitable practices.
- Ensure professional development for educators.
- Prepare students and staff for the demands of a future-ready learning environment.

Alignment to 2027 Goals and Guardrails: Guardrail 1: Safety, Guardrail 2: Equity, Guardrail 3: School Support, and Guardrail 4: Accountability.

Measurable Outcome(s)/Return on Investment: Financial Impact, Funding Source & Budget Status: There is no financial impact to the District.

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original spending authority request	N/A	N/A	N/A	N/A	N/A
First Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Second Amendment/Renewal – additional spending authority	N/A	N/A	N/A	N/A	N/A
Total Agreement Amount	N/A	N/A	N/A	N/A	N/A

Multi-year agreement: No

Procurement Method: N/A

Impact on Schools: Yes

If there is an impact on schools, how will schools be selected/prioritized:
The resolution ensures schools have clear, consistent guidance for integrating AI responsibly and equitably. It drives professional development for educators, safeguards student data, and promotes innovation, creating future-ready learning environments that support safety, equity, and accountability across all campuses.

Stakeholder Engagement/ End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: N/A

600 SE Third Avenue
Fort Lauderdale, FL 33301

Telephone:
754-321-0000

Website:
browardschools.com

The School Board of
Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent

RESOLUTION

RESOLUTION IN SUPPORT OF
BROWARD COUNTY PUBLIC SCHOOLS ADVANCING EDUCATION
POWERED BY ARTIFICIAL INTELLIGENCE (AI)
FEBRUARY 2026

NO: *26-129*

WHEREAS, Broward County Public Schools (BCPS) recognizes the transformative potential of Artificial Intelligence (AI) to enhance teaching, learning, and operational efficiency across the district; and

WHEREAS, BCPS is committed to leveraging AI to personalize instruction, streamline educational practices, and prepare students for the demands of a technology-driven world, while safeguarding privacy, closing the digital divide, promoting digital citizenship, and expanding opportunities for critical thinking and innovation; and

WHEREAS, BCPS has established the AI Task Force and partnered with Microsoft to implement AI tools districtwide, including the largest K-12 deployment of Microsoft Copilot in the world, setting a new global standard for AI integration in public education; and

WHEREAS, BCPS will provide universal access to AI tools and resources for all students, regardless of background or ability, and ongoing professional learning for educators, staff, and administrators to build AI literacy; and

WHEREAS, BCPS is committed to ensuring that AI technologies are implemented with appropriate human oversight and in accordance with ethical guidelines to safeguard against plagiarism, bias, and misuse of AI in academic work, and to protect students' and educators' data privacy; and

WHEREAS, BCPS believes that AI should be leveraged to enrich instruction and support student learning, not to replace or diminish the expertise of education professionals; and

WHEREAS, BCPS has established an AI Liaison Cohort to serve as school-based leaders to support staff and administrators with integrating AI tools and practices responsibly into teaching, learning, and operations district-wide, while guiding students to use AI safely and effectively to enhance their learning; and

WHEREAS, BCPS is dedicated to regularly evaluating the ethical use and implementation of AI technologies, with educators and community stakeholders at the decision-making table.

NOW, THEREFORE, BE IT RESOLVED, that The School Board of Broward County, Florida, hereby declares the foregoing principles and actions in alignment with Florida Standards and BCPS' Strategic Plan for High-Quality Instruction and College, Career, and Life Readiness for the ethical and effective implementation of AI in BCPS.

Given at Fort Lauderdale, Florida, this 10th day of February 2026.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

APPROVE: _____
Sarah Leonardi, Chair

ATTEST: _____
Dr. Howard Hepburn, Superintendent of Schools

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. HOWARD HEPBURN
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

February 6, 2026

TO: School Board Members

FROM: Dr. Angela R. Fulton ARF
Deputy Superintendent

VIA: Dr. Howard Hepburn ARF
Superintendent of Schools

SUBJECT: **WITHDRAWAL OF RR-4, RESOLUTION NO. 26-129 IN SUPPORT OF BROWARD COUNTY PUBLIC SCHOOLS ADVANCING EDUCATION POWERED BY ARTIFICAL INTELLIGENCE (AI), FOR THE FEBRUARY 10, 2026, REGULAR SCHOOL BOARD MEETING**

Please withdraw RR- 4, Resolution No. 26-129 In Support of Broward County Public Schools Advancing Education Powered by Artificial Intelligence (AI), for the February 10, 2026, Regular School Board Meeting.

Signature: Angela R. Fulton
Angela R. Fulton (Feb 6, 2026 16:20:42 EST)
Email: afulton@browardschools.com

HH/ARF/FC/SNW:mb

Status: WITHDRAWN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	RR. Resolutions
DEPARTMENT:	Chief of Staff and Communications

Agenda Item Number:	RR-5.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Resolution No. 26-130 Calling for a Referendum to be Held on November 3, 2026 WITHDRAWN

REQUESTED ACTION:

Adopt Resolution No. 26-130 Calling for a Referendum to be Held on November 3, 2026, for the School Board of Broward County, Florida on a Question Regarding a Levy of Ad-Valorem Taxes for Essential Operational Expenses. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

Memo to Withdraw

FINANCIAL IMPACT:

Pending

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	John J. Sullivan	Phone:	754-321-2616
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

John J. Sullivan, Chief of Staff and Communications

Signature

John J. Sullivan, Chief of Staff and Communications

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. HOWARD HEPBURN
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** Superintendent@browardschools.com

February 3, 2026

TO: School Board Members

FROM: John J. Sullivan
Chief of Staff/Communications Officer

VIA: Dr. Howard Hepburn
Superintendent of Schools

SUBJECT: **WITHDRAWAL OF ITEM RR-5, RESOLUTION NO. 26-130 CALLING FOR A REFERENDUM TO BE HELD ON NOVEMBER 3, 2026, FROM THE FEBRUARY 10, 2026, REGULAR SCHOOL BOARD MEETING**

Please withdraw RR-5, Resolution No. 26-130 Calling for a Referendum to be Held on November 3, 2026, from the February 10, 2026, Regular School Board Meeting

This agenda item is being deferred for School Board consideration at a subsequent Regular Meeting.

HH/JJS
Attachment(s)

c: Senior Leadership Team

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	Regular School Board Meeting
CATEGORY:	RR. Resolutions
DEPARTMENT:	Board Member - District 6

Agenda Item Number:	RR-6.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Resolution #26-131 in Support of Hands-Free Wireless Communication Device ADDED

REQUESTED ACTION:

Adopt Resolution #26-131 in Support of Hands-Free Wireless Communication Device Use While Driving. (Cervera)

RATIONALE:

For the Requested Actions, Background/History, Alignments to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, Rationale, please see the Executive Summary

EXHIBITS:

- Executive Summary
- Resolution

FINANCIAL IMPACT:

There is no financial impact to SBBC for this item.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 1: Safety

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	John Sullivan	Phone:	754-321-2616
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

John J. Sullivan, Chief of Staff and Communications

Signature

John J. Sullivan, Chief of Staff and Communications

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: February 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: John Sullivan
Title: Chief of Staff & Communications
Phone: 754-321-2616

EXECUTIVE SUMMARY

Resolution #26-131 in Support of Hands-Free Wireless Communication Device Use While Driving

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Board Meeting Date: February 10, 2026

Requested Action: Adopt Resolution #26-131 in Support of Hands-Free Wireless Communication Device Use While Driving

School Board Policy Requirement/Authority: N/A

Statutory Requirement/Authority: N/A

District-zone Impact: District-wide

Impact of the School Board's Vote:
- If the School Board votes "Yes": The School Board will adopt resolution #26-131to support hands-free wireless communication device use while driving.
- If the School Board votes "No": The School Board will not adopt resolution #26-131 to support hands-free wireless communication device use while driving.

Background/History
Distracted driving continues to be a leading cause of motor vehicle crashes in the United States, resulting in thousands of injuries and fatalities each year. Data from the National Highway Traffic Safety Administration indicates that the use of handheld wireless devices while driving significantly increases crash risk and is more dangerous than driving under the influence of alcohol. For Broward County Public Schools, distracted driving presents a heightened safety concern for students who travel daily as pedestrians, cyclists, bus riders, and vehicle passengers, particularly in and around school zones and school-related activities. While Florida has enacted laws addressing texting while driving and restricting handheld device use in certain areas, existing measures have proven insufficient. Proposed legislation for the 2026 Florida Legislative Session seeks to prohibit handheld wireless device use while driving statewide, aligning with evidence from other states that hands-free driving laws reduce crashes, injuries, and fatalities and enhance overall roadway and student safety.

Alignment to 2027 Goals and Guardrails: Guardrail 1: Safety

Measurable Outcome(s)/Return on Investment: N/A

Financial Impact, Funding Source & Budget Status: N/A

-

ACTION	DATE	Budgeted in Current FY Yes/No	Funding Source(s) and Code(s)	AMOUNT	TERM (months)
Original spending authority request	N/A				
First Amendment/Renewal – additional spending authority	N/A				
Second Amendment/Renewal – additional spending authority	N/A				
Total Agreement Amount	N/A	—	—		

Multi-year agreement: Yes / No N/A
Procurement Method: N/A

Impact on Schools: N/A

If there is an impact on schools, how will schools be selected/prioritized: N/A

Stakeholder Engagement/ End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup: N/A

600 SE Third Avenue
Fort Lauderdale, FL 33301

Telephone:
754-321-0000

Website:
browardschools.com

The School Board of
Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent

RESOLUTION

RESOLUTION IN SUPPORT OF
HANDS-FREE WIRELESS COMMUNICATION DEVICE USE WHILE DRIVING

NO: *26-131*

WHEREAS, distracted driving remains a leading cause of motor vehicle crashes in the United States, contributing to thousands of injuries and fatalities each year; and

WHEREAS, the National Highway Traffic Safety Administration (NHTSA) reports that handheld device interaction while driving increases the risk of crashing by twenty-three (23) times; and

WHEREAS, NHTSA further reports that handheld device interaction while driving is six (6) times more dangerous than driving under the influence of alcohol; and

WHEREAS, a study by Cambridge Mobile Telematics reported a significant increase in screen interaction time while driving of seventeen-point-eight percent (17.8%) from 2020 to 2023; and

WHEREAS, the use of handheld wireless communication devices while driving significantly impairs a driver's ability to safely operate a vehicle by diverting attention from the roadway and increasing reaction time; and

WHEREAS, Broward County Public Schools serves tens of thousands of students who travel daily as pedestrians, cyclists, bus riders, and vehicle passengers to and from school campuses, extracurricular activities, athletic events, and school-sponsored programs; and

WHEREAS, distracted driving poses a heightened risk to student safety in and around school zones, bus loading and unloading areas, crosswalks, sidewalks, and school parking facilities; and

WHEREAS, school bus operators, parents, guardians, staff, and student drivers rely on attentive and responsible driving behavior to ensure safe transportation within the school system; and

WHEREAS, although Florida's existing laws addressing texting while driving and prohibiting handheld device use in school and work zones were important steps forward, current data demonstrates these measures are insufficient to fully address the dangers of handheld device use on all roadways; and

WHEREAS, Senate Bill 1152 and House Bill 1241 have been filed by Senator Erin Grall and Representative Omar Blanco, respectively, for the 2026 Florida Legislative Session to prohibit a person from operating a motor vehicle while using a wireless communication device in a handheld manner, thereby closing existing gaps in state law; and

WHEREAS, hands-free driving laws enacted in numerous states have resulted in measurable reductions in traffic crashes, injuries, and fatalities related to distracted driving; and

WHEREAS, The School Board of Broward County, Florida has a responsibility to advocate for laws and policies that promote safe travel conditions for students, employees, families, and the broader school community.

NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA:

1. The School Board of Broward County, Florida hereby expresses its strong support for legislation which would prohibit drivers from operating a motor vehicle while holding or manually using a wireless communication or handheld electronic device.

2. The School Board of Broward County, Florida urges the Florida State Legislature to pass such legislation to enhance roadway safety, reduce distracted driving, and protect lives, particularly those of school-aged children.

3. Copies of this resolution be forwarded to the Governor of Florida, the Florida State Legislature, and relevant advocacy groups to demonstrate our commitment to reducing distracted driving and improving the safety of our roadways.

Given at Fort Lauderdale, Florida, this 10th day of February 2026
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

APPROVE:_____
Sarah Leonardi, Chair

ATTEST:_____
Dr. Howard Hepburn, Superintendent of Schools

This Resolution is compliant with State and Federal Laws.