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

TUESDAY, MARCH 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).

Third Update 3/9/26 - Second Update 3/6/26 - Update 3/4/26 - Supplemental 2/26/26

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**
February 10, 2026 - Special Meeting - Expulsions
February 10, 2026 - Regular School Board Meeting (ADDED)
February 17, 2026 - Special School Board Meeting (ADDED)
March 3, 2026 - Special School Board Meeting (ADDED)

02-10-26 Reg Mtg Min-ADDED.pdf
02-17-26 Special Mtg Min-ADDED.pdf

03-03-26 Special Mtg Min-ADDED.pdf

**ADDED / CHANGED ITEMS**

**March 9, 2026**

**ITEMS**
H-5. 2026-2027 Schools & Admin. Offices Summer Calendar, Personnel Work Day (REVISED)

B-1. Explore a Salary Step Schedule for Education Professionals (ADDED)
BB-1. Development of a Multi Year Staffing Alignment Plan (REVISED)
GG-1. Special Counsel Services Agreement – Bryant Miller Olive P.A. (ADDED)
GG-2. Special Counsel Services Agreement – GrayRobinson, P.A. (ADDED)
GG-3. Special Counsel Services Agreement – Ruiz Trial Law, PLLC (ADDED)
OO-14. ITB-FY24-034 – Water Treatment Chemicals (REVISED)
OO-18. AGR26-050 - Magic School AI (SPECIAL ORDER - 10:45 A.M.)
PP-4. School Board Policy 6350, Clubs and Activities (WITHDRAWN)
RR-2. Resolution No. 26-132 in Support of Broward County Public Schools Advancing Education Powered by Artificial Intelligence (AI) (SPECIAL ORDER - 10:45 A.M.)

**SPEAKERS**
3. Alan Bumberg (A.M.) (ADDED)

**March 6, 2026**

**MINUTES**
March 3, 2026 - Special School Board Meeting (ADDED)

**ITEMS**
OO-18. AGR26-050 - Magic School AI (ADDED)
PP-4. School Board Policy 6350, Clubs and Activities (REVISED)
RR-2. Resolution No. 26-132 in Support of Broward County Public Schools Advancing Education Powered by Artificial Intelligence (AI) (ADDED)

**SPEAKERS**
2. Josh Jamieson (A.M.) (ADDED)

**March 4, 2026**

**MINUTES**
February 10, 2026 - Special Meeting - Expulsions (ADDED)
February 10, 2026 - Regular School Board Meeting (ADDED)
February 17, 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 8 (ADDITIONAL INFORMATION)
H-5. 2026-2027 Schools & Admin. Offices Summer Calendar, Personnel Work Day (ADDITIONAL INFORMATION)

A-3. The University of Florida Board of Trustees – Data Sharing (ADDED)
O-2. ITB26-029 - Construction Printing Services (ADDED)
AA-1. Khan Academy Inc. – Service Order for Efficacy Study (Middle Schools) (ADDED)
BB-1. Development of a Multi Year Staffing Alignment Plan (ADDED)
FF-2. Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2025 (ADDITIONAL INFORMATION)
MM-1. Lease Agreement - Southeast Toyota Distributors, LLC (ADDED)
OO-6. ITB26-005 - Equipment and Services for Playgrounds/Surfacing/Fabric Shades (REVISED)
OO-16. FY24-020 - Healthcareer Certification Testing (NHA) (ADDED)
OO-17. ITB-FY23-271 - Vehicle Maintenance Parts, Tires, Supplies & Related Items (ADDED)
RR-1. Resolution No. 26-130 Calling for a Referendum to be Held on November 3, 2026 (ADDITIONAL INFORMATION)

**SPEAKERS**
1. Trudy Jermanovich (A.M.) (ADDED)

**February 26, 2026**

**ITEMS**
F-2. Budget Report for the Period Ended January 31, 2026 (REVISED)
JJ-17. Final Acceptance, Release of Retainage – Dania ES, P.002061-DEM (ADDED)
JJ-18. Funding Request - FY26 Football Scoreboards (ADDED)
OO-13. AGR26-111 - Software & Tracking System, American DataBank, LLC (ADDED)
OO-14. ITB-FY24-034 – Water Treatment Chemicals (ADDED)
OO-15. ITB26-104 - Identification and Card Solution (ADDED)

**CLOSE AGENDA**

**IN MEMORIUM**

| | | |
|---|---|---|
| Berneice Enchautegui | Food Service Worker<br>West Glades Middle School | Born: Mayo 29, 1951<br>Deceased: February 5, 2026 |
| Judith Franco | Teacher – Language Arts<br>Tequesta Trace Middle School | Born: November 8, 1962<br>Deceased: February 14, 2026 |
| Nanette Littles | Teacher – Head Start<br>Peters Elementary | Born: December 24, 1972<br>Deceased: February 26, 2026 |

**SPEAKERS**

1. Trudy Jermanovich (A.M.) - ADDED
2. Josh Jamieson (A.M.) - ADDED
3. Alan Bumberg (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**
Approve the appointments, leaves, and separations of employment. District-wide

Additional Information Memo.pdf

**H-2. Employee Corrective Action/Probationary Releases**
**ADDITIONAL INFORMATION**
Approve employee discipline and corrective actions. District-wide

Additional Information Memo.pdf

**H-3. Supplemental Pay Positions 8**
**ADDITIONAL INFORMATION**
Approve the supplemental pay positions for the 2025/2026 school/fiscal year. District-wide

Additional Information Memo.pdf

**H-4. Proposed Revised Job Description for the Sergeant Position**
Approved the Proposed Revised Job Description for the Sergeant Position. Safety & Security Operations. District-wide

Executive Summary.pdf
Job Description.pdf

**H-5. 2026-2027 Schools & Admin. Offices Summer Calendar, Personnel Work Day**
**ADDITIONAL INFORMATION**
**REVISED**
Approve the 2026-2027 Schools & Administrative Offices Calendar, Personnel Workday Summary, 208 (A&B) Work Calendars and 2027 Summer Term Calendar for Community Schools and Technical Colleges. District-wide

Additional Information Memo.pdf
Memo to Revise.pdf

## A. ACADEMICS (CONSENT)

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

Executive Summary.pdf
Bluefield University Agreement.pdf

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

Executive Summary.pdf
Colorado Christian University Agreement.pdf

**A-3.** **The University of Florida Board of Trustees – Data Sharing**
**ADDED**
Approve the Agreement between the School Board of Broward County, Florida (SBBC), and The University of Florida Board of Trustees (UF). District-wide

Executive Summary.pdf
Agreement.pdf

## B. BOARD MEMBERS (CONSENT)

**B-1.** **Explore a Salary Step Schedule for Education Professionals**
**ADDED**
Direct the Superintendent to Explore a Salary Step Schedule for Education Professionals. The Superintendent shall present findings and recommendations to The School Board of Broward County, Florida (SBBC) by July 31, 2026.

Executive Summary.pdf

## C. OFFICE OF THE SUPERINTENDENT (CONSENT)

**C-1.** **Final Order of Broward County School Board vs. Ryan Reidy**
Approve the Final Order adopting the Recommended Order entered on January 27, 2026, by Brittany O. Finkbeiner, Administrative Law Judge, in the matter of Broward County School Board vs. Ryan Reidy, Case No. 25-2811TTS, before the State of Florida Division of Administrative Hearings. District 4

Executive Summary.pdf
Proposed Final Order.pdf

## E. SAFETY & SECURITY (CONSENT)

## F. FINANCIAL MANAGEMENT (CONSENT)

**F-1.** **Surplus of Tangible Personal Property for the Period Ended January 31, 2026**
Approve the Surplus of Tangible Personal Property for the Period Ended January 31, 2026. District-wide

Executive Summary.pdf
Surplus Report January 2026.pdf

**F-2.** **Budget Report for the Period Ended January 31, 2026**
**REVISED**

Approve the Budget Reports for the period ended January 31, 2026. District-wide

Executive Summary.pdf
January 2026 Budget Report.pdf
Memo to Revise.pdf

**G. GENERAL COUNSEL (CONSENT)**

**J. CAPITAL PROGRAMS (CONSENT)**

**L. CHIEF OF STAFF & COMMUNICATIONS (CONSENT)**

**M. STRATEGY & INNOVATION (CONSENT)**

**M-1. Lease Agreement with The Journey Institute, Inc.**
Approve the Lease Agreement between The School Board of Broward County, Florida (SBBC) and The Journey Institute, Inc. (TJI) for TJI to lease and occupy space at the Broward Estates Early Learning and Resource Center (BEELRC). District 5

Executive Summary.pdf
Lease Agreement with Journey Institute Inc..pdf
M-1 Response.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 February 12, 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. ITB26-029 - Construction Printing Services**
**ADDED**
Approve the Termination, without cause, between The School Board of Broward County, Florida (SBBC), and Black's Business Systems d/b/a Services On Site, regarding ITB26-029 – Construction Printing Services that commenced on November 1, 2025 and expires October 31, 2028; and delegate authority to the Superintendent to send a minimum thirty (30) calendar days' written notice to Black's Business Systems d/b/a Services On Site of the termination of the Agreement. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Termination Letter.pdf

Invitation to Bid.pdf

**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
Broward Education Foundation
Employee Unions/Groups
Parent Teacher Organization (PTOs)

**SUPERINTENDENT'S REPORT**

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

**HH. HUMAN RESOURCES (OPEN)**

**AA. ACADEMICS (OPEN)**

**AA-1. Khan Academy Inc. – Service Order for Efficacy Study (Middle Schools)**
**ADDED**
Approve the Agreement between the School Board of Broward County, Florida (SBBC), and Khan Academy, Inc. District-wide

Executive Summary.pdf
Agreement.pdf

**BB. BOARD MEMBERS (OPEN)**

**BB-1. Development of a Multi Year Staffing Alignment Plan**
**ADDED**
**REVISED**
Direct the Superintendent of Schools (Superintendent) to develop and present to The School Board of Broward County, Florida (SBBC) a comprehensive staffing alignment plan that reduces the total number of SBBC employees by at least one thousand (1,000) positions per year for three (3) consecutive years, beginning on July 1, 2026 and continuing thereafter, by aligning staffing levels proportionally with projected student enrollment declines and The School District of Broward County, Florida's (District) current operational needs. Should enrollment increase, staffing levels should be adjusted accordingly. (Holness)

The Office of the Chief of Staff & Communications received a request from District 8 (At Large) Board Member,

Dr. Allen Zeman, to co-sponsor this agenda item.

Executive Summary.pdf
Memo to Revise.pdf

## CC. OFFICE OF THE SUPERINTENDENT (OPEN)

## DD. CHIEF AUDITOR (OPEN)

**DD-1. Anthony Brunson P.A. - Audit Report on Purchase Card Program Review**
**SPECIAL ORDER - 11:00 A.M.**
Receive Anthony Brunson P.A. Audit Report - Purchase Card Program Review. District-wide

Executive Summary.pdf
ABPA-PCard Program Review Rpt.pdf
Minutes Excerpt.pdf
DD-1 Response.pdf

**DD-2. HCT - Performance Audit Report Deaf & Hard of Hearing Project**
**SPECIAL ORDER - 11:00 A.M.**
Receive HCT - Performance Audit Report Deaf and Hard of Hearing Project. District-wide

Executive Summary.pdf
HCT DHH Project ONLINE.pdf
Minutes Excerpt.pdf

**DD-3. S. Davis & Associates - Florida School Recognition Program Audit**
**SPECIAL ORDER - 11:00 A.M.**
Receive S. Davis & Associates, P.A. - Florida School Recognition Program Audit. District-wide

Executive Summary.pdf
FSRP Report - AC FINAL.pdf
Minutes Excerpt.pdf

**DD-4. Internal Audit Report Behavioral Threat Management - Training Program SY25-26**
Receive the Internal Audit Report Behavioral Threat Management - Training Program Audit for the School Year 2025-2026. District-wide

Executive Summary.pdf
BTM Training Prog Audit.pdf
Minutes Excerpt.pdf

**DD-5. Internal Audit Report - Audit of the Internal Funds of Selected Schools**
Receive Internal Audit Report - Audit of the Internal Funds of Selected Schools. District-wide

Executive Summary.pdf
OCA Internal Funds ONLINE.pdf

Minutes Excerpt.pdf

**DD-6. Internal Audit Report - Property and Inventory Audit of Selected Locations**
Receive Internal Audit Report - Property and Inventory Audit of Selected Locations for School Year 2025-2026. District-wide

Executive Summary.pdf
OCA - P & I Audit Report.pdf
Minutes Excerpt.pdf

## 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**
**ADDITIONAL INFORMATION**
Approve the audited Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2025. District-wide

Additional Information Memo - Online.pdf

## GG. GENERAL COUNSEL (OPEN)

**GG-1. Special Counsel Services Agreement – Bryant Miller Olive P.A.**
**ADDED**
Approve the Special Counsel Services Agreement between The School Board of Broward County, Florida (SBBC) and Bryant Miller Olive P.A. District-wide

Executive Summary.pdf
Agreement.pdf

**GG-2. Special Counsel Services Agreement – GrayRobinson, P.A.**
**ADDED**
Approve the Special Counsel Services Agreement between The School Board of Broward County, Florida (SBBC) and GrayRobinson, P.A. District-wide

Executive Summary.pdf
Agreement.pdf

**GG-3. Special Counsel Services Agreement – Ruiz Trial Law, PLLC**
**ADDED**
Approve the Special Counsel Services Agreement between The School Board of Broward County, Florida (SBBC) and Ruiz Trial Law, PLLC. District-wide

Executive Summary.pdf

Agreement.pdf

## JJ. CAPITAL PROGRAMS (OPEN)

**JJ-1. Change Order #3 - Coral Springs MS (Provide Fire Sprinkler) P.000441**
Approve Change Order #3 granting 237 additional calendar days. District 4

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

**JJ-2. Change Order #4 - Oriole ES, P.001970**
Approve Change Order #4 granting 697 additional calendar days. District 5

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

**JJ-3. Change Order #5 - Sheridan Park ES, P.002071**
Approve Change Order #5 granting 315 additional calendar days. District 1

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

**JJ-4. Change Order #5 - Tedder ES, P.001808**
Approve Change Order #5 in the amount of $100,272.43. District 7

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

**JJ-5. Change Order #7 - Peters ES, P.002041**
Approve Change Order #7 granting 614 additional calendar days. District 5

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

**JJ-6. Change Order #7 - Seminole MS, P.002047**
Approve Change Order #7 granting 531 additional calendar days. District 6

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

**JJ-7.** **Change Order #8 - Boyd Anderson HS, P.001846**
Approved additional funding in the amount of $54,030.04 and approve Change Order #8 in the amount of $54,029.56. District 5

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

**JJ-8.** **Change Order #9 - Coral Springs MS, P.001979**
Approve additional funding in the amount of $49,907 and approve Change Order #9 in the amount of $49,906.97. District 4

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

**JJ-9.** **Change Order #10 - Hallandale Magnet HS, P.002115**
Approve additional funding in the amount of $197,213 and approve Change Order #10 in the amount of $240,646.60 and granting 887 calendar days prior to Substantial Completion. District 1

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

**JJ-10.** **Change Order #15 - McArthur HS, P.002892**
Approve Change Order #15 in the amount of $125,303.99. District 1

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

**JJ-11.** **Additional Funding Request - Cooper City ES, P.002150**
Approve the additional funding request of $8,940 for the renovation project at Cooper City Elementary School. District 6

Executive Summary.pdf
ADEFP.pdf
Collaboration Form.pdf

**JJ-12.** **Additional Funding Request - Northeast HS, P.001684**
Approve the additional funding request of $100,000 to cover existing costs and provide one year of rental for four (4) temporary spot coolers serving the Band and Chorus rooms at Northeast High School. District 3

Executive Summary.pdf
ADEFP.pdf
Collaboration Form.pdf

**JJ-13.** **Additional Funding Request - South Plantation HS, P.002597**
Approve the additional funding request of $37,311.40 for the Electrical Improvements Project at South Plantation High School. District 6

Executive Summary.pdf
ADEFP.pdf
Collaboration Form.pdf

**JJ-14.** **Additional Funding Request - FY26 Artificial Turf Field Conversions**
Approve an increase of $2,880,000 to the FY26 budget for Artificial Turf Field Conversion projects at six high schools, increasing the total allocation to $12,000,000: Blanche Ely High School, Coconut Creek High School, McArthur High School, Miramar High School, Pompano Beach High School, and South Plantation High School. Districts 1, 2, 6, and 7

Executive Summary.pdf
DEFP Pages.pdf
Collaboration Forms.pdf
JJ-14 Response.pdf

**JJ-15.** **Final Acceptance, Release of Retainage - Cresthaven ES, P.001676**
Approve Final Acceptance of the Project, Release of Retainage, a time extension of 217 days to Substantial Completion, and a time extension of 36 days between Substantial and Final Completion. District 7

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

**JJ-16.** **Final Acceptance, Release of Retainage - Dania ES, P.002061**
Approve Final Acceptance of the Project, Release of Retainage, and a time extension of 121 days to Substantial Completion. District 1

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

**JJ-17.** **Final Acceptance, Release of Retainage - Dania ES, P.002061-DEM ADDED**
Approve Final Acceptance of the Project, Release of Retainage, a time extension of 22 days to Substantial Completion, and a time extension of 12 days between Substantial and Final Completion. District 1

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

**JJ-18. Additional Funding Request - FY26 Football Scoreboards**
**ADDED**
Approve additional funding in the amount of $840,000 to align the FY26 DEFP allocation for scoreboard replacement with actual installation and related construction costs for football videoboards at Coconut Creek High School, Deerfield Beach High School, and South Broward High School. Districts 1 and 7

Executive Summary.pdf
DEFP Pages.pdf
JJ-18 Response.pdf

## LL. CHIEF OF STAFF & COMMUNICATIONS (OPEN)

## MM. STRATEGY & INNOVATION (OPEN)

**MM-1. Lease Agreement - Southeast Toyota Distributors, LLC.**
**ADDED**
Approve the Lease Agreement between the School Board of Broward County, Florida (SBBC) and Southeast Toyota Distributors, LLC. (TOYOTA) to allow TOYOTA to lease and utilize Rooms 513, 513A, 513B, 513C, 513D, and 513E, totaling 3,444 square feet, in Building No. 13 at Sheridan Technical College, to provide TOYOTA's Automotive Service and Excellence Training (ASSET) program for its technicians. District 1

Executive Summary .pdf
Lease Agreement.pdf
Comparable Rental Analysis.pdf

## OO. OPERATIONS (OPEN)

**OO-1. AGR25-083 - Rally to the Tally for New Floridians**
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Close Up Foundation, Incorporated for a term that commences on November 13, 2024, and concludes June 30, 2027, and the additional spending authority of $350,000. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Original Agreement.pdf
First Amendment.pdf

**OO-2. AGR25-126 - Digital Credential Software System**
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Instructure, Inc., and the spending authority of $17,663.46. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Agreement.pdf

**OO-3.** **AGR26-192 - Health Insurance Cost Reduction Implementation Services**
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and PGV Advisors (PGV), and the spending authority in the amount of $120,000. Initial contract term, April 1, 2026, through March 31, 2027. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Agreement.pdf

**OO-4.** **FY22-012 – Apprenticeship Agreements for Atlantic Technical College**
Approve the Additional Spending Authority of $800,000 for FY22-012 - Apprenticeship Agreements for Atlantic Technical College, awarded to the eleven (11) Vendors listed in the Requested Action of the Executive Summary. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf

**OO-5.** **FY24-170 – Dual Enrollment Agreement with Embry Riddle Aeronautical Univ.**
Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Embry-Riddle Aeronautical University, Inc. (ERAU) to provide Secondary Students the opportunity to participate in the existing STEM program while earning college credits for their efforts, and the additional spending authority of $128,601. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Original Agreement.pdf
First Amendment.pdf
Second Amendment.pdf

**OO-6.** **ITB26-005 - Equipment and Services for Playgrounds/Surfacing/Fabric Shades**
**REVISED**
Approve the Award of Invitation to Bid (ITB) ITB26-005 - Equipment and Services for Playgrounds, Surfacing, and Fabric Shades to the following nine (9) Vendors: 1) 360 Recreation LLC, 2) Advanced Recreational Concepts LLC, 3) Bliss Products and Services, Inc., 4) Sky Living Co. Inc., 5) Playmore West Inc., 6) Leadex Corporation, 7) Lanier Plans Inc. d/b/a KorKat, 8) Industrial Shadeports Inc., 9) Playcore Wisconsin Inc. d/b/a Gametime; and approve the spending authority in the amount of $12,300,000. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf

Award Recommendation.pdf
Invitation to Bid.pdf
Memo to Revise.pdf
OO-6 Response.pdf

**OO-7. ITB26-120 - Inspection and Repair of Fire Sprinkler Systems**

Approve the Award of Invitation to Bid (ITB) ITB26-120 - Inspection and Repair of Fire Sprinkler Systems to the following four (4) Vendors: 1) AB Fire Sprinklers LLC, 2) All In One Fire, Inc., 3) Bass-United Fire & Security Systems Inc., 4) Francis Engineering, Inc., and approve spending authority in the amount of $1,656,648. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Invitation to Bid.pdf

**OO-8. ITB-FY22-253 - Calibrate and Repair of Diagnostic Audiological Equipment**

Approve the Second Renewal and Additional Spending Authority of $50,000 for Invitation to Bid (ITB) ITB-FY22-253 - Calibrate and Repair of Diagnostic Audiological Equipment awarded to the following vendor: Alpha-CAL, LLC, for a term that commences on May 1, 2026, and concludes on April 30, 2027. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Renewal Letter.pdf
Evaluation.pdf
Invitation to Bid.pdf

**OO-9. ITB-FY23-246 – Animal Control Services**

Approve the First Renewal and Additional Spending Authority in the amount of $62,000 for Invitation to Bid (ITB) ITB-FY23-246 – Animal Control Services with the following four (4) Vendors: 1) Blue Iguana Pest Control Inc., 2) CHJT LLC d/b/a Florida Animal Removal, 3) Iguana Guards LLC, 4) Sprague Operating LLC d/b/a Beach Environmental. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Renewal Letters-4.pdf
Evaluations-3.pdf
Invitation to Bid.pdf

**OO-10. ITB-FY23-252 - Hazardous Chemical Removal**

Approve additional spending authority of $85,000 and the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and the following two (2) Vendor(s): Chem-Klean Corp; Triumvirate Environmental Services, LLC. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf

Renewal Letters-2.pdf
Evaluations-2.pdf
Invitation to Bid.pdf

**OO-11. PY26-159 - Type IIB Panelized Modular Buildings**

Approve the Piggyback Agreement between The School Board of Broward County, Florida (SBBC), Bid #20-209, and McGrath Rent Corp. d/b/a Mobile Modular Management Corporation for Type IIB Panelized Modular Buildings awarded by the Suwannee County School District, Florida, RFP20-209, and the additional spending authority in the amount of $2,500,000. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Agreement.pdf
Piggyback Solicitation.pdf

**OO-12. RFP25-142 - Group Medical Benefits for School Board Employees**

Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Aetna Life Insurance Company (AETNA). Initial contract term, January 1, 2026, through December 31, 2028. First renewal, January 1, 2027, through December 31, 2027. Second renewal, January 1, 2028, through December 31, 2028. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
First Amendment.pdf
Evaluation.pdf
Request for Proposal.pdf

**OO-13. AGR26-111 - Software & Tracking System, American DataBank, LLC**
**ADDED**

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and American DataBank, LLC (ADB), and the spending authority in the amount of $250,000. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Agreement.pdf

**OO-14. ITB-FY24-034 – Water Treatment Chemicals**
**ADDED**
**REVISED**

Approve the First Renewal and Additional Spending Authority in the amount of $613,000 for Invitation to Bid (ITB) ITB-FY24-034 – Water Treatment Chemicals with the following two (2) Vendors: 1) Premier Water& Energy Technology, LLC; 2) SWE, Inc. d/b/a Southwest Engineers. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Renewal Letters-2.pdf
Evaluation.pdf

Invitation to Bid.pdf
Memo to Revise.pdf

**OO-15. ITB26-104 - Identification and Card Solution**
**ADDED**
Approve the Award of Invitation to Bid (ITB) ITB26-104 – Identification and Card Solution to the following Vendor: IdentiSys Inc. and approve spending authority in the amount of $650,000. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Award Recommendation.pdf
Invitation to Bid.pdf

**OO-16. FY24-020 – HealthCareer Certification Testing (NHA)**
**ADDED**
Approve the First Amendment, Renewal, and Additional Spending Authority in the amount of $200,000, for the Agreement between The School Board of Broward County, Florida (SBBC), and Amira Learning Inc., d/b/a National HealthCareer Association (NHA). District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Original Agreement.pdf
First Amendment.pdf

**OO-17. ITB-FY23-271 - Vehicle Maintenance Parts, Tires, Supplies & Related Items**
**ADDED**
Approve First Renewal and Additional Spending Authority of $5,500,000 for Invitation to Bid (ITB) ITB-FY23-271 - Vehicle Maintenance Parts, Tires, Supplies & Related Items awarded to the following twelve (12) Vendors listed in the Requested Action of the Executive Summary. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Renewal Letters-12.pdf
Evaluations-12.pdf
Invitation to Bid.pdf
Three-Year Expenditures Report.pdf
Three-Year Tire Usage Report.pdf

**OO-18. AGR26-050 - Magic School AI**
**ADDED**
**SPECIAL ORDER - 10:45 A.M.**
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Magic School, Inc., and the spending authority in the amount of $1,200,000. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf

Agreement.pdf

## PP. POLICIES (OPEN)

**PP-1. School Board Policy 4201, Teacher-of-the-Year-and Broward Guild of Teachers**
Repeal School Board Policy 4201, Teacher-of-the-Year-and Broward Guild of Teachers. District-wide

Executive Summary.pdf
Policy 4201.pdf

**PP-2. School Board Policy 6050, Responsibilities of Substitute Teachers**
Adopt School Board Policy 6050, Responsibilities of Substitute Teachers. District-wide

Executive Summary.pdf
Policy 6050.pdf

**PP-3. School Board Policy 6205, Clubs and Organizations**
Repeal School Board Policy 6205, Clubs and Organizations. District-wide

Executive Summary.pdf
Policy 6205.pdf

**PP-4. School Board Policy 6350, Clubs and Activities**
**REVISED**
**WITHDRAWN**
Adopt School Board Policy 6350, Clubs and Activities. District-wide

Executive Summary.pdf
Policy 6350.pdf
Memo to Revise.pdf
Memo to Withdraw.pdf

**PP-5. School Board Policy 6380, Supply Fees - Expendable Supplies**
Adopt the revisions to Policy 6380, Supply Fees - Expendable Supplies. District-wide

Executive Summary.pdf
Policy 6380.pdf

## RR. RESOLUTIONS (OPEN)

**RR-1. Resolution No. 26-130 Calling for a Referendum to be Held on November 3, 2026**
**ADDITIONAL INFORMATION**
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

Additional Information Memo.pdf

**RR-2. Resolution No. 26-132 in Support of Broward County Public Schools Advancing Education Powered by Artificial Intelligence (AI)**
**ADDED**
**SPECIAL ORDER - 10:45 A.M.**
Adopt Resolution No. 26-132 in Support of Broward County Public Schools Advancing Education Powered by Artificial Intelligence (AI). District-wide

Executive Summary.pdf
Resolution No. 26-132.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.)**

**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:

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | |
| **DEPARTMENT:** | Official School Board Records |

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

**TITLE:**

**Minutes**

**REQUESTED ACTION:**

**February 10, 2026 - Special Meeting - Expulsions**
**February 10, 2026 - Regular School Board Meeting (ADDED)**
**February 17, 2026 - Special School Board Meeting (ADDED)**
**March 3, 2026 - Special 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

Signature

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

Approved in Open Board Meeting On: _____

By: _____
School Board Chair

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**OFFICE OF THE SUPERINTENDENT**

**February 10, 2026**
**Tuesday, 8:45 a.m.**

**MINUTES OF REGULAR MEETING**

The School Board of Broward County, Florida, met in special session at 8:54 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 (Absent); Adam Cervera, Esq.; Debra Hixon; Maura McCarthy Bulman; Nora Rupert (Telephonically); Rebecca Thompson; Dr. Allen Zeman; 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 Zeman introduced Western High School JROTC to present the colors, and the Western Cheerleading Team led The Pledge of Allegiance to the Flag of the United States of America.

**Minutes for Approval** Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the official Minutes for the following Board Meetings:
Mrs. Alhadeff was absent. (8-0 vote)

- December 16, 2025 - Regular School Board Meeting
- January 6, 2026 - Special School Board Meeting
- January 13, 2026 - Special School Board Meeting
- January 21, 2026 - Special Meeting - Expulsions
- January 21, 2026 – Regular 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 January 27, 2026, February 6, 2026, and February 9, 2026: Mrs. Alhadeff was absent. (8-0 vote)
Added Minutes: January 13, 2026 – Special School Board Meeting; and January 21, 2026 – Regular School Board Meeting
Added: G-1, G-2, S-1, GG-1, OO-7, OO-8, RR-6
Added Speakers (AM): Nathalie Lynch-Walsh, Trudy Jermanovich, Natalie Pellicer, Joey Eida, and Mark Merwitzer
Added Speakers (PM): Sharifa Mckenley, Joyce Claxton, Lisa Quinn, Dianne Bishop, and Deidre Ferenc
Added/Special Order: B-1
Additional Information: H-3
Revised: H-1, H-2, OO-1
Special Order: CC-1
Withdrawn: M-1, FF-2, RR-4, RR-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 Mrs. Hixon and carried, the Agenda was approved and declared closed.
Mrs. Alhadeff was absent. (8-0 vote)

**In Memorium**

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

**Speakers**

1. Nathalie Lynch-Walsh
2. Trudy Jermanovich
3. Mark Merwitzer
4. Joey Eida

**Consent 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 Ms. Thompson and carried, to approve the Consent Agenda for the remaining items (identified by *).
Mrs. Alhadeff was absent. (8-0 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. Hixon and carried, to approve the Open Items that were not indicated to be pulled for discussion.
Mrs. Alhadeff was absent. (8-0 vote)

(Following a vote on the open agenda items, the Board acknowledged the eight-year anniversary of the February 14 tragedy honoring the 17 students and staff members who lost their lives at Marjory Stoneman Douglas High School. The names of the fallen were read in remembrance and a moment of silence was observed. A Day of Service and Love was announced to honor the fallen Eagles and encourage the community to give back in their memory.)

***** 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.

The Chair received public comments.

***H-2. Employee Corrective Actions/Probationary Release (Approved)**
Approved employee discipline and corrective actions. District-wide.

The Chair received public comments.

Board discussion pertained to an employee that state statute required termination upon charges involving a disqualifying offense; acknowledgment that the charges were later dismissed and the employee would be reinstated; and an inquiry into the possibility of back pay.

***H-3. Supplemental Pay Positions 7 (Approved)**
Approved the supplemental pay positions for the 2025/2026 school/fiscal year. District-wide.

## A. ACADEMICS (CONSENT)

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

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

## B. BOARD MEMBERS (CONSENT)

**B-1. Secure the Next Generation Referendum Renewal Audit Report Recommendations (Approved as Amended)**
Motion was made by Dr. Zeman, seconded by Ms. Thompson, to 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). **This Motion was superseded by a Motion to Amend (page 4).**
Mrs. Alhadeff was absent. (8-0 vote)

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.

The Chair received public comments.

Comments were made regarding the oversight of referendum funds, and it was noted that strengthened guardrails have been implemented beyond the recommendations.

Motion to Amend (Failed Due to Lack of Second)
Motion was made by Mr. Cervera, to hire outside counsel to fully investigate all of the processes in this issue.

Board discussion included, but was not limited to, concerns regarding district missteps in referendum fund distribution and potential impact on teachers; requests for clarification on legal options and timelines for possible recoupment of funds; the need for accurate public messaging to preserve trust in future referendums; concerns regarding potential conflicts of interest of employees and the complete willingness to implement systems to correct and improve changes.

Motion to Amend (Carried)
Motion was made by Mrs. Leonardi, seconded by Dr. Zeman and carried, to hire outside counsel to weigh in on the legality of recouping the funds that was paid out to employees band pay E and above.
Mrs. Alhadeff was absent. (8-0 vote)

The Chair received public comments.

Board discussion included, but was not limited to, concerns regarding the implications of recovering Board-approved payments; differing views on whether recoupment was necessary to protect public trust and ensure the success of a future referendum; the need for stronger guardrails; and planning for the upcoming referendum timeline and ballot language. Discussion also reflected a lack of support for recouping funds in a future item that may come before the Board, particularly where the payments had been previously approved and individuals had already been compensated accordingly.

A vote was taken on this item as amended.

## 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 (Approved)**
Approved the Surplus of Tangible Personal Property for the Period Ended December 31, 2025. District-wide.

**F-2. Budget Report for the Period Ended December 31, 2025 (Approved)**
Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to approve the Budget Reports for the period ended December 31, 2025. District-wide.
Mrs. Alhadeff was absent. (8-0 vote)

The Chair received public comments.

Board discussion included, but was not limited to, the projected general fund balance was at three percent; tighter budget controls to prevent overspending; and consideration of whether additional financial data should be included in monthly reports to enhance Board oversight.

A vote was taken on this item.

## G. GENERAL COUNSEL (CONSENT)

### G-1. Conflict of Interest Waiver Request - Greenberg Traurig, P.A. (Approved)

Motion was made by Mrs. Hixon, seconded by Dr. Zeman and carried, to approve the request for conflict of interest waiver, dated January 26, 2026, by Greenberg Traurig, P.A. District-wide.
Mrs. Alhadeff was absent. (8-0 vote)

A brief comment was made, and a vote was taken on this item.

### G-2. Conflict of Interest Waiver Request - GrayRobinson, P.A. (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Bulman and carried, to approve the request for conflict of interest waiver, dated February 4, 2026, by GrayRobinson, P.A. District-wide.
Mrs. Alhadeff was absent. (8-0 vote)

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

## J. CAPITAL PROGRAMS (CONSENT)

## L. CHIEF OF STAFF & COMMUNICATIONS (CONSENT)

## M. STRATEGY & INNOVATION (CONSENT)

### M-1. Second Amendment to the Recreation License Agreement (Withdrawn)

## O. OPERATIONS (CONSENT)

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

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to 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.
Mrs. Alhadeff was absent. (8-0 vote)

Comments were made pertaining to the membership of the Qualification, Selection, and Evaluation Committee (QSEC) Committee.

A vote was taken on this item.

### O-2. SDOP Summary of Progress Report - October 1, 2025 – December 31, 2025 (Received)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to receive SDOP Summary of Progress for the October 1, 2025 – December 31, 2025 Reporting Period. District-wide.
Mrs. Alhadeff was absent. (8-0 vote)

Comments were made regarding the district's spending overview, which reflected 8 percent certified small local business participation in Quarter 2.

A vote was taken on this item.

## S. SCHOOLS (LEARNING COMMUNITIES) (CONSENT)

**S-1. Winter Guard International Inc. (Approved)**

Motion was made by Dr. Zeman, seconded by Mrs. Hixon, and carried to 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.
Mrs. Alhadeff was absent. (8-0 vote)

The Chair received public comments.

Board discussion included, but was not limited to, appreciation for staff's efforts to resolve contractual and data privacy concerns; confirmation that revisions ensured legal compliance and protection of student information; the need to improve contract timelines and vendor communication processes; and expressions of support for students participating in the upcoming competition.

A vote was taken on this item.

## 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 February 10, 2026.)

**Superintendent's Report**

Superintendent Hepburn acknowledged the District's annual Caliber Awards, thanked staff for organizing the event, and highlighted the honorees - Dr. Saima Sanaullah, Teacher of the Year, Cormic Priester, Principal of the Year, Anna Koltunova, Assistant Principal of the Year, and Vanderbilt Carpenter III, School District Employee of the Year.

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

Superintendent Hepburn recognized Ms. Tiana Graham and the William Dandy Middle School staff for their swift response when Mr. Dino Decesare suffered cardiac arrest. Ms. Graham administered CPR and utilized a defibrillator to help save his life. In recognition of her heroic lifesaving efforts, Ms. Graham was presented with a curated gift basket as a token of appreciation.

**HH. HUMAN RESOURCES (OPEN)**

**AA. ACADEMICS (OPEN)**

**BB. BOARD MEMBERS (OPEN)**

**BB-1. Interim Chief Auditor Appointment and Contract Negotiations**

**(Approved)**

Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to 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).
Mrs. Alhadeff was absent. (8-0 vote)

The Chair received public comments.

Board discussion included concerns regarding interim compensation during fiscal constraints; clarification of statutory requirements to avoid a lapse in the Chief Auditor position; discussion of expedited timelines for permanent selection; acknowledgment that a contract was required for a direct report; and differing views on whether additional pay for interim service was appropriate.

Motion to Amend (Failed)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon, we hire Mark Magli as the Acting Chief Auditor on the first day that there is a vacancy in that position for the period of 30 days.
Mrs. Alhadeff was absent. Mrs. Bulman, Mrs. Hixon, Dr. Holness, Mrs. Leonardi, Mrs. Rupert, and Ms. Thompson voted no. (2-6 vote)

The Chair received public comments.

Board discussion continued regarding clarification that appointing an acting or interim Chief Auditor would require a contract; views on providing supplemental pay during fiscal constraints; equity considerations about compensation for additional duties.

A vote was taken on the Motion to Amend.

Board discussion included, but was not limited to, concerns about fiscal responsibility; statutory requirements for the Chief Auditor position and interim timelines; and the need to review an overarching, actionable budget plan.

A vote was taken on this item.

## CC. OFFICE OF THE SUPERINTENDENT (OPEN)

**CC-1. Final Order on Broward County School Board vs. Rhonda Daniels (Adopted)**

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to 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.
Mrs. Alhadeff was absent for the vote. (8-0 vote)

The Chair received public comments.

Board discussion included support for the recommendation; and acknowledgement of the collaboration between the Human Resources Department and employee groups.

A vote was taken on this item.

## DD. CHIEF AUDITOR (OPEN)

## 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.
Mrs. Alhadeff was absent. Mr. Cervera was absent for the vote. (7-0 vote)

Comments were made highlighting that the District secured significant grant funding to support Career and Technical Education, civics and history initiatives, teacher certifications, a state-funded Threat Assessment Coordinator, and additional local programs.

A vote was taken on this item.

**FF-2. Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2025 (Withdrawn)**

## GG. GENERAL COUNSEL (OPEN)

**GG-1. Settlement Agreement with HANDY (Approved)**

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to 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.
Mrs. Alhadeff was absent. Mr. Cervera and Ms. Thompson voted no. (6-2 vote)

The Chair received public comments.

Board discussion included, but was not limited to, clarification of the settlement amount and applicable offsets; differing views on whether to pursue settlement or litigation; concerns regarding fiscal responsibility in light of current budget constraints; consideration of litigation risks; and recognition of the need for stronger oversight to prevent similar contractual issues in the future.

A vote was taken on this item.

## JJ. CAPITAL PROGRAMS (OPEN)

**JJ-1. Change Order #7 - Whiddon-Rogers EC, P.001711 (Approved)**

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve Change Order #7 granting 416 additional calendar days. District 3. Mrs. Alhadeff was absent. Mr. Cervera and Ms. Thompson were absent for the vote. (6-0 vote)

Board discussion included an overview of the project; confirmation that the project would be completed by August 10; assurance that the Physical Plant Operations (PPO) Department would finalize upgrades to meet Broward standards following consolidation; and a request for continued progress reports.

A vote was taken on these items.

(Following the Leasing Corp Meeting, the Regular School Board Meeting commenced with Agenda Item JJ-2.)

**JJ-2. Change Order #8 - Blanche Ely HS, P.001646 (Approved)**

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Change Order #8 in the amount of $264,227. District 7. Mrs. Alhadeff was absent. Ms. Thompson was absent for the vote. (7-0 vote)

Agenda Items JJ-2 through JJ-6 were pulled concurrently.

No discussion was held, and a vote was taken on these items.

**JJ-3. Change Order #10 - Ramblewood ES, P.001725 (Approved)**

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve additional funding in the amount of $75,000 and approve Change Order #10 in the amount of $57,231.99. District 4. Mrs. Alhadeff was absent. Ms. Thompson was absent for the vote. (7-0 vote)

Agenda Items JJ-2 through JJ-6 were pulled concurrently.

No discussion was held, and a vote was taken on these items.

**JJ-4. Change Order #21 - McArthur HS, P.001954 (Approved)**

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Change Order #21 in the amount of $114,898.92. District 1.
Mrs. Alhadeff was absent. Ms. Thompson was absent for the vote.
(7-0 vote)

Agenda Items JJ-2 through JJ-6 were pulled concurrently.

No discussion was held, and a vote was taken on these items.

**JJ-5. Change Order #22 - South Broward HS, P.001838 (Approved)**

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Change Order #22 granting 295 additional calendar days. District 1.
Mrs. Alhadeff was absent. Ms. Thompson was absent for the vote.
(7-0 vote)

Agenda Items JJ-2 through JJ-6 were pulled concurrently.

No discussion was held, and a vote was taken on these items.

**JJ-6. Change Order #35 - Nova HS, P.001817 (Approved)**

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Change Order #35 in the amount of $130,267.61. District 6.
Mrs. Alhadeff was absent. Ms. Thompson was absent for the vote.
(7-0 vote)

Agenda Items JJ-2 through JJ-6 were pulled concurrently.

No discussion was held, and a vote was taken on these items.

**JJ-7. Request to Transfer and Reallocate Project Funds - McArthur HS, P.001954 (Approved)**

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to 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.
Mrs. Alhadeff was absent. Ms. Thompson was absent for the vote.
(7-0 vote)

Brief comments were made pertaining to the renovation at McArthur High School.

A vote was taken on this item.

**JJ-8. Sixth Amendment to PSA - Margate MS, P.001836 (Approved)**

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Sixth Amendment to the Professional Services Agreement between The School Board of Broward County, Florida, and LIVS Associates, LLC. District 7.
Mrs. Alhadeff was absent. (8-0 vote)

Agenda Items JJ-8 through JJ-15, OO-3, OO-4, and OO-8 were pulled concurrently.

No discussion was held, and a vote was taken on these items.

**JJ-9. Final Acceptance, Release of Retainage - Silver Lakes MS, P.002144-FSP (Approved)**

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve Final Acceptance of the Project, Release of Retainage, and a time extension of 406 days to Substantial Completion. District 4.
Mrs. Alhadeff was absent. (8-0 vote)

Agenda Items JJ-8 through JJ-15, OO-3, OO-4, and OO-8 were pulled concurrently.

No discussion was held, and a vote was taken on these items.

**JJ-10. Final Acceptance, Release of Retainage - Charles Drew FRC, P.001848 (Approved)**

Motion was made by Dr. Zeman, seconded by Mrs. Hixon 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 660 days between Substantial and Final Completion. District 7.
Mrs. Alhadeff was absent. (8-0 vote)

Agenda Items JJ-8 through JJ-15, OO-3, OO-4, and OO-8 were pulled concurrently.

No discussion was held, and a vote was taken on these items.

**JJ-11. Final Acceptance, Release of Retainage - Coconut Palm ES, P.002088 (Approved)**

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to 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.
Mrs. Alhadeff was absent. (8-0 vote)

Agenda Items JJ-8 through JJ-15, OO-3, OO-4, and OO-8 were pulled concurrently.

No discussion was held, and a vote was taken on these items.

**JJ-12. Final Acceptance, Release of Retainage - Driftwood ES, P.002064-RC1**
**(Approved)**

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to 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.
Mrs. Alhadeff was absent. (8-0 vote)

Agenda Items JJ-8 through JJ-15, OO-3, OO-4, and OO-8 were pulled concurrently.

No discussion was held, and a vote was taken on these items.

**JJ-13. Final Acceptance, Release of Retainage - Lauderhill 6-12, P.001801-FSP**
**(Approved)**

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to 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.
Mrs. Alhadeff was absent. (8-0 vote)

Agenda Items JJ-8 through JJ-15, OO-3, OO-4, and OO-8 were pulled concurrently.

No discussion was held, and a vote was taken on these items.

**JJ-14. Final Acceptance, Release of Retainage - Plantation MS, P.001729- RC1**
**(Approved)**

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to 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.
Mrs. Alhadeff was absent. (8-0 vote)

Agenda Items JJ-8 through JJ-15, OO-3, OO-4, and OO-8 were pulled concurrently.

No discussion was held, and a vote was taken on these items.

**JJ-15. Final Acceptance, Release of Retainage - Palmview ES, P.002084-RC1**
**(Approved)**

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to 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.
Mrs. Alhadeff was absent. (8-0 vote)

Agenda Items JJ-8 through JJ-15, OO-3, OO-4, and OO-8 were pulled concurrently.

No discussion was held, and a vote was taken on these items.

**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. (Approved)**
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Fourth Amendment to the Agreement between the School Board of Broward County, Florida (SBBC), and Johnson Controls, Inc. (JCI).
District-wide.
Mrs. Alhadeff was absent. (8-0 vote)

Board discussion included, but was not limited to, support for the energy-efficiency program; discussion of potentially accelerating the retrofit schedule; acknowledgment that projected savings would offset associated loan costs; and consideration of aligning future phases with potential school repurposing plans.

A vote was taken on this item.

**OO-2. FY21-138 - Program Manager – Cost and Program Controls (Approved)**
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Third Amendment to the Agreement between The School Board of Broward County, Florida, (SBBC), and AtkinsRealis USA, Inc.
District-wide.
Mrs. Alhadeff was absent. Mr. Cervera, Ms. Thompson, and Dr. Zeman voted no. (5-3 vote)

Board discussion included, but was not limited to, concerns regarding contract timeline gaps among PMOR, controls, and AECOM; the need to have a new contract in place prior to September; questions related to accountability and deliverables for Atkins; requests for increased reporting transparency; and concerns about procurement timing and the approval of contracts close to expiration.

Motion to Amend (Failed Due to Lack of Second)
Motion was made by Dr. Zeman, Broward County Public Schools need to make a decision today that this is the last contract that we are going to renew that is within 60 days of sunset.

Board discussion continued with concerns regarding the costs associated with delayed procurements; updates on efforts to improve contract tracking and staff accountability; and the need to ensure future solicitations are timely, competitive, and clearly structured to strengthen Board confidence.

A vote was taken on this item.

**OO-3. FY21-192 - Cloud Benefits Management Solution (Licenses) (Approved)**
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to 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.
Mrs. Alhadeff was absent. (8-0 vote)

Agenda Items JJ-8 through JJ-15, OO-3, OO-4, and OO-8 were pulled concurrently.

No discussion was held, and a vote was taken on these items.

**OO-4. ITB26-131 – Mechanical Insulation Services (Approved)**
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to 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.
Mrs. Alhadeff was absent. (8-0 vote)

Agenda Items JJ-8 through JJ-15, OO-3, OO-4, and OO-8 were pulled concurrently.

No discussion was held, and a vote was taken on these items.

**OO-5. ITB-FY23-251 – Asphalt & Play Court Paving, Repairs, Resurfacing, and Striping (Postponed to 2/17/26, SSBM)**
Motion was made by Dr. Zeman, seconded by Mrs. Hixon, to 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. **This Motion was superseded by a Motion to Postpone.**
Mrs. Alhadeff was absent. (8-0 vote)

Comments were made expressing concern regarding the absence of the complete ITB documentation for the renewal item.

Motion to Postpone (Carried)
Motion was made by Mrs. Leonardi, seconded by Ms. Thompson and carried, to postpone Agenda Item OO-5, ITB-FY23-251 – Asphalt & Play Court Paving, Repairs, Resurfacing, and Striping to the February 17, 2026, Special School Board Meeting.
Mrs. Alhadeff was absent. (8-0 vote)

Comments were made clarifying that the ITB was accessible via a hyperlink in the executive summary and that, moving forward, solicitations will be attached separately rather than embedded as links.

A vote was taken on the Motion to Postpone (page 14).

**OO-6. RFP-FY21-188 - Structured Cabling & Enterprise Networking (E-rate) (Postponed to 2/17/26, SSBM)**

Motion was made by Ms. Thompson, seconded by Mrs. Hixon, to 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. **This Motion was superseded by a Motion to Postpone.**
Mrs. Alhadeff was absent. (8-0 vote)

Board discussion included an overview of the requested spend authority for cabling supporting security and network projects; and clarification that vape-related work would not proceed without Board approval.

Motion to Postpone (Carried)
Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to postpone Agenda Item OO-6, RFP-FY21-188 - Structured Cabling & Enterprise Networking (E-rate) to the February 17, 2026 Special School Board Meeting.
Mrs. Alhadeff was absent. (8-0 vote)

The Chair received public comments.

Comments were made regarding the over-reserving of funds.

A vote was taken on the Motion to Postpone.

**OO-7. AGR25-084 - Barry University, Inc. Emergency Medical Technician (EMT) (Approved)**

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to 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.
Mrs. Alhadeff was absent. (8-0 vote)

Board discussion included recognition of the District's Career Technical Education (CTE) success in leading the state in industry certifications and dual enrollment; efforts to expand Emergency Medical Technicians (EMTs) and health science programs to meet student demand and workforce needs; and strong support for the continued growth of high-demand certification programs.

A vote was taken on this item.

**OO-8. AGR26-121 - CEV Multimedia, LLC (iCEV) (Approved)**
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to 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.
Mrs. Alhadeff was absent. (8-0 vote)

Agenda Items JJ-8 through JJ-15, OO-3, OO-4, and OO-8 were pulled concurrently.

No discussion was held, and a vote was taken on these items.

**PP. POLICIES (OPEN)**

**RR. RESOLUTIONS (OPEN)**

**RR-1. Resolution No. 26-126 - Energy Lease Purchase Financing #5 (Adopted)**
**This is a companion item to OO-1.**
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to adopt Resolution No. 26-126 - Energy Lease Purchase Financing #5; District-wide.
Mrs. Alhadeff was absent. (8-0 vote)

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

**RR-2. Resolution No. 26-127 - General Obligation School Bonds, Series 2026 (Adopted)**
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to 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.
Mrs. Alhadeff was absent. Mr. Cervera and Ms. Thompson were absent for the vote. (6-0 vote)

Agenda Items RR-2 and RR-3 were pulled and discussed concurrently.

A brief comment was made noting that the items were administrative in nature and related to the management and flow of funds.

A vote was taken on these items.

**RR-3. Resolution No. 26-128 - Certificates of Participation, Series 2026A (Adopted)**
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to 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.
Mrs. Alhadeff was absent. Mr. Cervera and Ms. Thompson were absent for the vote. (6-0 vote)

Agenda Items RR-2 and RR-3 were pulled and discussed concurrently.

A vote was taken on these items.

(Following a vote on this item, the Regular School Boad Meeting recessed for the Leasing Corp. Meeting.)

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

**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 (Adopted)**

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to adopt Resolution #26-131 in Support of Hands-Free Wireless Communication Device Use While Driving. (Cervera).
Mrs. Alhadeff was absent. (8-0 vote)

Comments were made acknowledging state and local officials for advancing distracted driving legislation; and data were shared at both the national level and for Broward County, highlighting the dangers and significant impact of distracted driving.

A vote was taken on this item.

**SS. SCHOOLS (LEARNING COMMUNITIES) (OPEN)**

**TT. INFORMATION SYSTEMS (OPEN)**

**Speakers**

1. Lisa Quinn
2. Joyce Claxton
3. Dianne Bishop
4. Sharifa Mckenley

**Board Member Discussion(s)**

Dr. Zeman inquired whether the organizational chart to be presented in April would be a final draft; expressed concerns that prior Board direction was not followed; and requested discussion on proper protocols for implementing Board direction.

Mrs. Hixon congratulated Caliber Awards honorees and thanked District staff for hosting a successful event; recognized West Broward and Western High for their state cheerleading championships; and requested consistent District-wide observance of February 13 as a Day of Love and Service.

Mrs. Bulman highlighted the 8th Annual Youth Climate Summit with over 1,200 student participants; and acknowledged student leadership and engagement.

Ms. Thompson recognized West Broward as national cheerleading champions; commended schools' enhanced social media engagement; and highlighted the District's success in dual enrollment and industry certifications.

Mr. Cervera recognized Cherish Huggins, a Western High School senior selected to participate in the NFL sanctioned flag football showcase during Super Bowl week in San Francisco represented the Miami Dolphins and the AFC.

Mrs. Leonardi asked about including teacher voices in the upcoming testing workshop. Superintendent Hepburn confirmed that teachers would participate.

**Closed Door** - None scheduled for this meeting.

**Attorney Client Session(s)** - None scheduled for this meeting.

**Adjournment** This meeting was adjourned at 4:00 p.m.

Public comments sent electronically are attached and posted online.

Attachment

/cj

School Board Report
2.10.26

Good Morning,

BCCPTA/PTSA is proud to announce that we received 329 entries in all categories and grade levels for our annual National PTA Reflections contest. 109 of these entries advanced to the county (BCCPTA) level for judging and 63 of these entries were advanced to the state level, Florida PTA to be judged for eligibility to the National level.

The categories by grade level were: Dance Choreography, Film Production, Literature, Music Composition, Photography and Visual Arts. All participating students were recognized at an Awards Ceremony at Apollo Middle School on January 22nd. The program with the students and their entries is copied at the end of this report.

Participating PTAs were from Cypress Bay High, Falcon Cove Middle, Gator Run Elementary, Everglades Elementary, Indian Trace Elementary, Manatee Bay Elementary, Tequesta Trace Middle and Westchester Elementary.

We thank these PTAs, teachers and principals for their commitment to the arts and for fostering student talent and creativity.

Members of the BCCPTA/PTSA were in Tallahassee to participate in the Florida PTA Legislative Conference and following that Broward Days. We met with the majority of our Delegation and delivered folders with our legislative priorities, National PTA and BCPS priorities.

We had the opportunity to also have conversations with a few legislators from other counties. We will continue to advocate for our priorities and follow the action in the legislature to express our concern over legislation that does not benefit children or public education.

We were pleased to be part of the judging and the awards ceremony. Our congratulations to all the winners.

We held a workshop for PTA Treasurers on February 7, via Zoom to bring them up to speed on all the policies and regulations they need to follow.

We are working with the PTA schools slated for closure to ensure they meet all the required IRS and Florida PTA requirements.

Our next general meeting will be held today, Tuesday, February 10th at 7:30 PM. Thank you for giving us the opportunity to submit a written report.












# Regular School Board Meeting

**Meeting Time: 02-10-26 08:45**

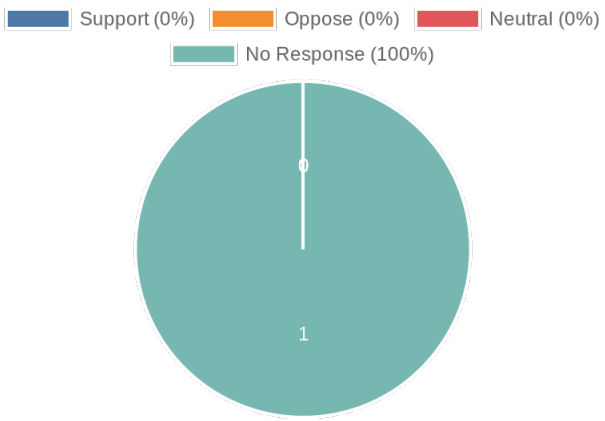
# eComments Report

| Meetings | Meeting Time | Agenda Items | Comments | Support | Oppose | Neutral |
|---|---|---|---|---|---|---|
| Regular School Board Meeting | 02-10-26 08:45 | 97 | 1 | 0 | 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



## Regular School Board Meeting

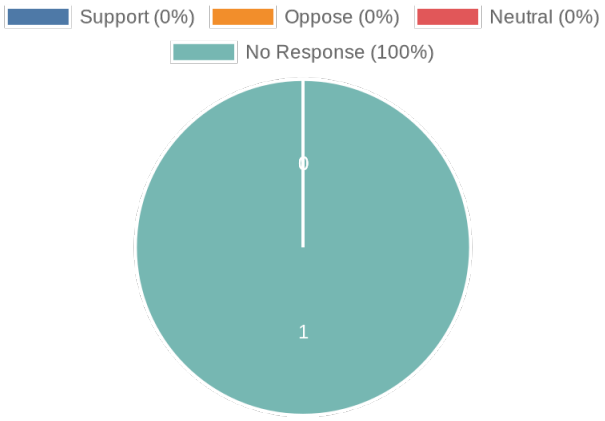
**02-10-26 08:45**

| Agenda Name | Comments | Support | Oppose | Neutral |
|---|---|---|---|---|
| SPEAKERS | 1 | 0 | 0 | 0 |

### Sentiments for All Agenda Items

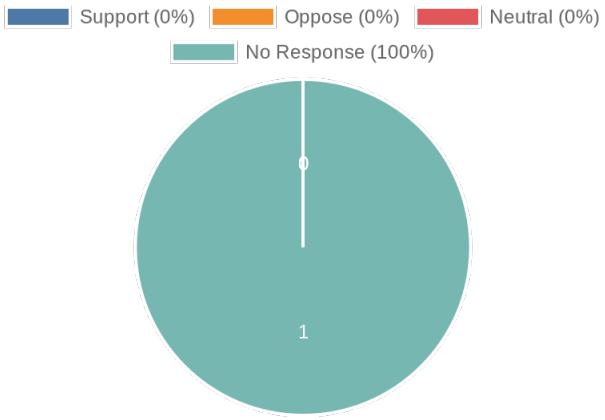
The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Agenda Item: eComments for SPEAKERS

Overall Sentiment




**Jeffrey Rosen**
Location:
Submitted At: 11:45am 02-09-26

My name is Jeffrey Rosen, and I have been teaching in Broward County for the past 28 years, including the last 18 years at my current location, Western High School.
Yesterday, I received a letter in the mail from Aetna, on behalf of the School Board, informing me that my current GLP_1 medication, Wegovy, will no longer be covered by our insurance after April 1, 2026. I am writing to ask why this decision was made.
Since starting this medication, I have lost over 60 pounds, and many of my existing health conditions have been significantly reduced or completely eliminated. I now have more energy to perform my job, and it has allowed me to be the best teacher I can be for my students.
I respectfully and urgently ask that you reconsider this decision. I believe that restoring this coverage would be greatly appreciated not only by me, but by many of my fellow employees and staff members of Broward County Public Schools.
Thank you.

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**OFFICE OF THE SUPERINTENDENT**

**February 17, 2026**
**Tuesday, 8:00 a.m.**

**MINUTES OF SPECIAL MEETING**

The School Board of Broward County, Florida, met in special session at 8:00 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; Dr. Howard Hepburn, Superintendent of Schools; and Kathelyn M. 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.

**Added / Changed Items** – None.

**Close Agenda** Upon motion by Dr. Zeman, seconded by Mrs. Hixon and carried, the Agenda was approved and declared closed.

**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. **ITB-FY23-251 – Asphalt & Play Court Paving, Repairs, Resurfacing, and Striping (Not Approved)**
   Motion was made by Dr. Zeman, seconded by Mrs. Alhadeff, to 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.
   Mrs. Alhadeff, Mrs. Bulman, Mr. Cervera, Mrs. Hixon, Dr. Holness, Mrs. Leonardi, Mrs. Rupert, Ms. Thompson, and Dr. Zeman voted no. (0-9 vote)

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

2. **ITB-FY23-251 – Asphalt & Play Court Paving, Repairs, Resurfacing, and Striping (Approved)**
   Motion was made by Dr. Zeman, seconded by Mrs. Alhadeff and carried, to 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. (9-0 vote)

Board discussion included, but not limited to, concerns about the accelerated spending pace related to portable demolition and associated site work; expectations that the approval would address most sidewalk, paving, and portable land requirements; and renewal language noting higher costs if not renewed and confirmation that pricing remains locked under the ITB. A request was made for the Superintendent to follow up on the timeline for removal and replacement of the portables at Marjory Stoneman Douglas High School.

A vote was taken on this item.

**3. RFP-FY21-188 - Structured Cabling & Enterprise Networking (E-rate)**
**(Not Approved)**

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

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

**4. RFP-FY21-188 - Structured Cabling & Enterprise Networking (E-rate)**
**(Approved)**

Motion was made by Ms. Thompson, seconded by Mrs. Rupert and carried, to 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. (9-0 vote)

Board discussion included, but not limited to, clarification that FY27 cabling for the Bethune Elementary School administration building was included to meet E-Rate application deadlines and secure an 80% discount; confirmation that the District was maximizing E-Rate funding; and acknowledgment that over $200 million in E-Rate discounts had been generated since the program's inception.

A vote was taken on this item.

**5. Authorization to Initiate Impact Bargaining Related to Approved School Closures** **(Approved)**

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to direct the Superintendent to have staff enter into impact bargaining with Broward Teachers Union specifically for all campuses set to be closed – Seagull, Panther Run Elementary, Palm Cove Elementary, Sunshine Elementary, and North Fork Elementary, and Plantation Middle. (Thompson). (9-0 vote)

Board discussion included, but not limited to, concerns regarding where teachers and students are placed via collective bargaining with upcoming school closures; clarification that impacted collective bargaining discussions would address transition; confirmation that no facility walk-throughs to assess space would occur during the school day; and the need to initiate conversations promptly while continuing stakeholder engagement prior to the March 24 School Board Workshop.

A vote was taken on this item.

**6. Chief Auditor Interview Candidates (Approved as Amended)**

Motion was made by Dr. Zeman, seconded by Mrs. Hixon to approve interview candidates for the Chief Auditor position. **This Motion was superseded by a Substitute Motion to Amend**. (9-0 vote)

The Chair received public comments.

Motion to Amend (No Vote Taken)
Motion was made by Mrs. Hixon, seconded by Mrs. Rupert, move to direct appoint Mark Magli to the Chief Auditor position.

The Chair received public comments.

Comments were made regarding the Chief Auditor's succession plan to ensure continuity of leadership and a seamless transition process.

Substitute Motion (Carried)
Motion was made by Mrs. Alhadeff, seconded by Mrs. Leonardi and carried, move to direct appoint Mark Magli to the Chief Auditor position. The Board to direct the Chair to conduct negotiations with Mr. Magli for his contract. (9-0 vote)

The Chair received public comments.

Board discussion included, but was not limited to, concerns about not foregoing a competitive selection process and its impact on external applicants and public perception; differing perspectives on open recruitment versus advancing a proven internal candidate; and the potential backfilling of the Executive Director position.

A vote was taken on the Substitute Motion.

Comments were made pertaining to salary negotiations.

Motion to Amend (Failed)
Motion was made by Dr. Zeman, seconded by Mrs. Leonardi, to use market salary as a basis of negotiation with the Chief Auditor.
Mrs. Alhadeff, Mrs. Bulman, Mr. Cervera, Mrs. Hixon, Mrs. Rupert, and Ms. Thompson voted no. (3-6 vote)

The Chair received public comments.

Board discussion included, but was not limited to, clarification that staff already conducted market and equity analyses when preparing salary recommendations; and concerns regarding budget limitations.

A vote was taken on the Motion to Amend (Page 3).

Board discussion continued regarding contract negotiation parameters, including severance consistency and distinctions among direct report contracts.

A vote was taken on the item as amended.

Mr. Magli expressed gratitude for the Board's consideration, thanked Mr. Rhodes for his leadership, and affirmed his commitment to meeting the Board's expectations and leading a team aligned with its priorities.

Mrs. Alhadeff updated the Board on advocacy efforts at the state capital for Alyssa's Act; noted the bill established standards for emergency response systems, digital mapping, and a centralized data center.

Mrs. Hixon expressed appreciation to schools and the District for participating in the Day of Service and Love.

**Adjournment** This meeting was adjourned at 8:56 a.m.

/cj

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**OFFICE OF THE SUPERINTENDENT**

**March 3, 2026**
**Tuesday, 8:00 a.m.**

**MINUTES OF SPECIAL MEETING**

The School Board of Broward County, Florida, met in special session at 8:09 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; Dr. Howard Hepburn, Superintendent of Schools; and Kathelyn M. 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.

**Moment of Silence** was held for service members serving across the globe amid the ongoing conflict in the Middle East.

**Added / Changed Items** – None.

**Close Agenda** Upon motion by Dr. Zeman, seconded by Mrs. Alhadeff 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. **Employment Agreement - Chief Auditor (Approved as Amended)**
   Motion was made by Dr. Zeman, seconded by Mrs. Alhadeff, to approve the Employment Agreement between The School Board of Broward County, Florida (SBBC) and Mark Magli as Chief Auditor. (Leonardi). **This Motion was superseded by a Substitute Motion to Amend (Page 2)**. (9-0 vote)

   Chair Leonardi introduced the item and summarized the contract negotiations with Mr. Magli. She stated that discussions addressed benefits and employment terms consistent with 12-month administrative employees, and that both staff and Mr. Magli provided market salary analyses. Considering Mr. Magli's experience and the prior chief auditor's salary of $200,850, she first offered $175,000; Mr. Magli countered $235,000, and she then offered $190,000. He countered with $225,000, and she provided a final offer of $200,850. Mr. Magli indicated he would not accept less than $225,000. Chair Leonardi stated she was not comfortable increasing the salary by approximately $25,000 (about 12%) and therefore brought the matter to the Board for discussion. She added that a separate agenda item was included to task assign an interim chief auditor if additional negotiations or reopening the application process became necessary.

Comments were made pertaining to questions regarding Mr. Magli's current salary and prior experience with the District.

Motion to Amend (No Vote Taken)
Motion was made by Mrs. Hixon, seconded by Mrs. Leonardi, referring to page 4 of 16, Section 2.07.1, to change the salary from $225,000 for the first year to $185,000 with a caveat that within a year of the first anniversary, coming back with the contract to look at increasing efforts.

Board discussion included, but was not limited to, concerns regarding salary comparisons, prior chief auditor compensation, and differences in experience; the District's current financial constraints; and potential salary ranges to reach an agreement acceptable to the Board.

Substitute Motion (Carried)
Motion was made by Mrs. Bulman, seconded by Mrs. Alhadeff and carried, to change the salary to $200,850. Section 2.07.1 on page 4 of 16 to read as follows:

> 2.07.1 Salary. The Chief Auditor shall receive an annual base salary of ~~Two Hundred Twenty-Five Thousand Dollars and 00/100 Cents ($225,000.00)~~ Two Hundred Thousand, Eight Hundred Fifty Dollars and 00/100 Cents ($200,850.00) per annum for the first year of this Agreement…
> Mr. Cervera, Mrs. Hixon, Mrs. Leonardi, and Dr. Zeman voted no. (5-4 vote)

Board discussion included, but was not limited to, support for aligning the salary with the prior chief auditor's compensation while remaining below the Florida median salary; concerns regarding prior salary levels and funding sources; and differing views on whether compensation significantly below statewide averages would be equitable.

Mr. Magli acknowledged the Board's concerns and financial constraints; and expressed willingness to accept the former chief auditor's outgoing salary to conclude negotiations.

A vote was taken on the Substitute Motion.

Verbal confirmation of agreement with the proposed salary was requested and received.

A vote was taken on this item as amended.

Motion to Open Agenda (Carried)
Motion was made by Mrs. Leonardi, seconded by Mrs. Rupert and carried, to open the agenda. (9-0 vote)

A vote was taken on the Motion to Open Agenda.

Motion to Withdraw (Carried)
Motion was made by Mrs. Leonardi, seconded by Dr. Holness and carried to withdraw Agenda Item 2, Appointment of a Task-Assigned or Interim Chief Auditor Position; and approval of Agreement from the agenda. (9-0 vote)

A vote was taken on the Motion to Withdraw.

Motion to Close Agenda (Carried)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried to close the agenda. (9-0 vote)

A vote was taken on the Motion to Close Agenda.

**2. Appointment of a Task-Assigned or Interim Chief Auditor Position; and approval of Agreement (Withdrawn)**

**Adjournment** This meeting was adjourned at 9:02 a.m.

/cj

Status: ADDITIONAL INFORMATION

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | 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, Rationale, please see the Executive Summary.

**EXHIBITS:**

Additional Information Memo

**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, Chief Hu… | 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 Feb 24, 2026

Electronic Signature

Approved in Open Board Meeting On: March 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

March 4, 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, APPOINTMENTS, LEAVES AND SEPARATION OF EMPLOYMENT 2025-2026, FROM THE MARCH 10, 2026, REGULAR SCHOOL BOARD MEETING**

Attached is additional information regarding Item H-1, Appointment, Leaves, and Separation of Employment 2025-2026, for the March 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: March 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 | 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:**
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**
**MARCH 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.


| | Page |
|---|---|
| Appointments (Approvals and Reassignments) | 1 |
| Leaves of Absence | 5 |
| Separations of Employment | 6 |

# APPOINTMENTS (APPROVALS AND REASSIGNMENTS)
## MARCH 10, 2026

| FUNDING SOURCE | JOB TITLE | LOCATION | NAME | INTERNAL/ EXTERNAL | SALARY REMAINDER 25/26 SY (GENERAL FUND) |
|---|---|---|---|---|---|
| **SALARIED / HOURLY POSITIONS WITH BENEFITS: Salary indicated is an estimate for remainder of the 25/26 SY** | | | | | |
| GENERAL | ADMINISTRATIVE SUPPORT ASSISTANT III | WESTERN HIGH | HANKERSON, TYLER | INTERNAL | $ 7,692 |
| GENERAL | ASST HEAD FACILITY SVPER | NORTH LAUDERDALE ELEM | THOMPSON, JADEN | INTERNAL | $ 10,900 |
| GENERAL | ASST HEAD FACILITY SVPER-ELEM/MID/EX/CTR | LAUDERDALE LAKES MIDDLE | FLEURANT, EDVARD | EXTERNAL | $ 11,322 |
| GENERAL | BRACE ADVISOR - BA | PLANTATION HIGH | WHITFIELD, AUTUMN | INTERNAL | $ 12,422 |
| GENERAL | BUDGET ANALYST II (JOB PROGRESSION) | BUSINESS SUPPORT CENTER | DEAS, ALEXANDRIA | INTERNAL | $ 16,706 |
| GENERAL | CLASSROOM ASSISTANT-INST-BILINGUAL | NORTH SIDE ELEM | DE JESUS VARGAS, DEBORA | EXTERNAL | $ 7,846 |
| GENERAL | FACILITIES SERVICEPERSON | HORIZON ELEM | ADORT, BERTHONY | INTERNAL | $ 8,417 |
| GENERAL | FACILITIES SERVICEPERSON | MARTIN LUTHER KING JR ELEM | BAEZ SANTIAGO, LOURDES | EXTERNAL | $ 8,235 |
| GENERAL | FACILITIES SERVICEPERSON | HAWKES BLUFF ELEM | BUCHANAN, BENJIMAN | INTERNAL | $ 8,235 |
| GENERAL | FACILITIES SERVICEPERSON | SILVER SHORES STEAM ACADEMY K-8 | CURRINGTON, CHRISTOPHER | INTERNAL | $ 8,417 |
| GENERAL | FACILITIES SERVICEPERSON | ORANGE BROOK ELEM | KIZER, TONY | EXTERNAL | $ 8,417 |
| GENERAL | FACILITIES SERVICEPERSON | QUIET WATERS ELEM | MONROY, JONATHAN | INTERNAL | $ 8,417 |
| GENERAL | FACILITIES SERVICEPERSON | TARAVELLA, J.P. HIGH | NEMBHARD, COURTNEY | INTERNAL | $ 8,417 |
| GENERAL | FACILITIES SERVICEPERSON | TEDDER ELEM | OBAKPOLOR , CLEMENT ENOMA | EXTERNAL | $ 8,417 |
| GENERAL | FACILITIES SERVICEPERSON | LAKESIDE ELEM | OLIVERA CABRERA, GLADYS | EXTERNAL | $ 8,417 |
| GENERAL | FACILITIES SERVICEPERSON | FOSTER, STEPHEN ELEM | PARKER, CHRISTOPHER | EXTERNAL | $ 8,417 |
| GENERAL | FACILITIES SERVICEPERSON | RIVERGLADES ELEM | RODRIGUEZ GONZALEZ, ALLISON | EXTERNAL | $ 8,417 |
| GENERAL | FACILITIES SERVICEPERSON | EMBASSY CREEK ELEM | VALLI, NORBERTO | INTERNAL | $ 8,417 |
| GENERAL | FACILITIES SERVICEPERSON | PINES COLLEGIATE ACADEMY 6-12 | WEDDERBURN, ROGELIO | EXTERNAL | $ 8,417 |
| GENERAL | FACILITIES SERVICEPERSON & GROUNDS MAINT | CYPRESS BAY HIGH | CORREIA, JOSE CARLOS | INTERNAL | $ 9,105 |
| GENERAL | INFO MGMT TECH (ELEM/MID) | COOPER CITY ELEM | BISHOP, MADILYN | INTERNAL | $ 8,933 |
| GENERAL | INFO MGMT TECH (ELEM/MID) | DANIA ELEM | CALVERT, LEANTRA | INTERNAL | $ 8,933 |
| GENERAL | INFO MGMT TECH (ELEM/MID) | MARGATE ELEM | GRUBER, BOBBIE | INTERNAL | $ 8,933 |
| GENERAL | INFO MGMT TECH (ELEM/MID) | ATLANTIC WEST ELEM | MOMPOINT, TRUDY | EXTERNAL | $ 8,933 |
| GENERAL | INFO MGMT TECH (ELEM/MID) | DISCOVERY ELEM | VIVEROS, SOFIA | INTERNAL | $ 8,933 |
| GENERAL | PHYSICAL PLANT OPERATIONS, PLANNING & SCHEDULING | PROJECTS COORDINATOR | SWEATT, JAMES | INTERNAL | $ 22,984 |
| GENERAL | PURCHASING AGENT III (JOB PROGRESSION) | PROCUREMENT & WAREHOUSING SERV | DALE, SUSANNE | INTERNAL | $ 16,706 |
| GENERAL | PURCHASING AGENT III(JOB PROGRESSION) | PROCUREMENT & WAREHOUSING SERV | PADRON, MARLEEN | INTERNAL | $ 20,580 |
| GENERAL | TEACHER ASSISTANT-BILINGUAL | CORAL SPRINGS ELEM | SCHROEDER, ANDREA | EXTERNAL | $ 8,369 |
| GENERAL | TEACHER ASSISTANT-BILINGUAL (CREOLE) | BOYD ANDERSON HIGH | DESTIL, SHARISSA | EXTERNAL | $ 8,369 |
| GENERAL | TEACHER ASSISTANT-BILINGUAL (SPANISH) | PALM COVE ELEM | FAUSTIN, ROUSELINE | EXTERNAL | $ 8,369 |
| GENERAL | TEACHER ASSISTANT-EARLY CHILDHOOD ED | FAIRWAY ELEM | DAREUS, BETH | INTERNAL | $ 8,369 |
| GENERAL | TEACHER-GRADE 1 | YOUNG, VIRGINIA S. ELEM | OTOOLE, LAURA | INTERNAL | $ 17,146 |
| GENERAL | TEACHER-GRADE 3 | LAKESIDE ELEM | FORNICOLA, NICOLE | INTERNAL | $ 17,146 |
| GENERAL | TEACHER-KINDERGARTEN | LAKESIDE ELEM | POWELL, SOPHIA | EXTERNAL | $ 17,146 |
| GENERAL | TEACHER-KINDERGARTEN | PARK SPRINGS ELEM | SHAKES, AKALEH | INTERNAL | $ 17,146 |
| GENERAL | TEACHER-MATHEMATICS HIGH | NOVA HIGH | GUTIERREZ GARCIA, MARIO JESUS | INTERNAL | $ 17,146 |
| HEAD START | TEACHER ASSISTANT-EARLY CHILDHOOD ED | DILLARD ELEM | BRYANT, JASMINE | EXTERNAL | $0 |
| HEAD START | TEACHER-HEAD START | BROWARD ESTATES ELEM | WATSON, KIMBERLY | INTERNAL | $0 |
| IDEA | BEHAVIORAL TECHNICIAN | COOPER CITY HIGH | JOSEPH, EMBERT | EXTERNAL | $0 |
| TITLE 1 | INSTRUCTIONAL ASSISTANT - TITLE I | LLOYD ESTATES ELEM | PIOTA, VICTORIA | EXTERNAL | $0 |
| TITLE 1 | INSTRUCTIONAL ASSISTANT-TITLE I | LLOYD ESTATES ELEM | GRAHAM, TASHYA | INTERNAL | $0 |
| WORKFORCE | BUDGET SUPPORT SPECIALIST (SCH-BASED) | SHERIDAN TECHNICAL COLLEGE & TECH | DECESPEDES PINERO, CRISTINA | INTERNAL | $0 |
| WORKFORCE | BUDGET SUPPORT SPECIALIST (SCH-BASED) | ATLANTIC TECH COLLEGE & TECH | SIN, LILIANA | INTERNAL | $0 |
| WORKFORCE | FD NUTRITION SVCS GENERAL WORKER | ATLANTIC TECH COLLEGE & TECH | SMALL, ANTHONY | EXTERNAL | $0 |
| WORKFORCE | INFO MGMT SPCLST (HS/CTR/COMMUNITY) | SHERIDAN TECHNICAL COLLEGE & TECH | SPARACINO BUGARIN, MARIA | EXTERNAL | $0 |
| WORKFORCE | REGISTRAR III (ADULT & TECHNICAL) | COMMUNITY SCHOOLS SOUTH | CARDONA, SOPHIA | EXTERNAL | $0 |
| WORKFORCE | REGISTRAR III (ADULT & TECHNICAL) | COMMUNITY SCHOOLS NORTH | DERICO, SHIVOIA | EXTERNAL | $0 |

# APPOINTMENTS (APPROVALS AND REASSIGNMENTS)
## MARCH 10, 2026

| FUNDING SOURCE | JOB TITLE | LOCATION | NAME | INTERNAL/ EXTERNAL | SALARY REMAINDER 25/26 SY (GENERAL FUND) |
|---|---|---|---|---|---|
| **TEMPORARY / HOURLY SALARY POSITIONS WITH NO BENEFITS: Salary indicated is an estimate for remainder of the 25/26 SY** | | | | | |
| GENERAL | BUS OPERATOR TRAINEE | PUPIL TRANSPORTATION | CARDONA, JOSE | EXTERNAL | $ 9,520.00 |
| GENERAL | BUS OPERATOR TRAINEE | PUPIL TRANSPORTATION | ORTEGA PETERSSON, ANGELA | EXTERNAL | $ 9,520.00 |
| GENERAL | BUS OPERATOR TRAINEE | PUPIL TRANSPORTATION | ROBERTS, DWAYNE | EXTERNAL | $ 9,520.00 |
| GENERAL | LONG TERM SUBSTITUTE- ASD CLSUTER | ROYAL PALM ELEM | MORRIS, VERONICA | INTERNAL | $ 10,500.00 |
| GENERAL | LONG TERM SUBSTITUTE- ASD CLUSTER | CORAL COVE ACADEMY OF THE ARTS | DAGER, LAURA | EXTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE- ASD CLUSTER | LARKDALE ELEM | WHITE, THERESA | EXTERNAL | $ 10,500.00 |
| GENERAL | LONG TERM SUBSTITUTE- GRADE 2 | SILVER RIDGE ELEM | BOSSE, ASHLEY | EXTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE- GRADE 5 | MARKHAM, ROBERT C. ELEM | HAWKES, NIA | EXTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE- KINDERGARTEN | VILLAGE ELEM | JACKSON, JACQUELYN | EXTERNAL | $ 10,500.00 |
| GENERAL | LONG TERM SUBSTITUTE- LANGUAGE ARTS | NOVA HIGH | CONDAPPA, ANNEKA | EXTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE- LANGUAGE ARTS | NOVA MIDDLE | HIGDON, BARRY | EXTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE- LANGUAGE ARTS | COCONUT CREEK HIGH | SOTO MERCADO, CARLOS | EXTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE- MATH | FLANAGAN, CHARLES W. HIGH | COOPER, DEANDRA | EXTERNAL | $ 10,500.00 |
| GENERAL | LONG TERM SUBSTITUTE- MATHEMATICS | SILVER TRAIL MIDDLE | SALMON, ORNELLA | EXTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE- MUSIC GENERAL | BANYAN ELEM | REID, MATTHEW | EXTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE- PHYSICAL EDUCATION | BOYD ANDERSON HIGH | CONNER, FREDRICK | INTERNAL | $ 10,500.00 |
| GENERAL | LONG TERM SUBSTITUTE- SOCIAL SCIENCES | POMPANO BEACH HIGH | CHERSON, CARA | EXTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE- WORLD LANGUAGE | PLANTATION HIGH | SAENZ, LUIS | EXTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE- WORLD LANGUAGES | NOVA MIDDLE | BAHAMONDEZ, MILCA | EXTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE- WORLD LANGUAGES | NORTHEAST HIGH | MUCCIO, ANTHONY | EXTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE-ART | BAYVIEW ELEM | RIVERA, JONATHAN | EXTERNAL | $ 10,500.00 |
| GENERAL | LONG TERM SUBSTITUTE-DANCE | BOYD ANDERSON HIGH | VALMEUS, OSNER | INTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE-GRADE 1 | PLANTATION ELEM | FRANCIS, JULIET | EXTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE-GRADE 1 | NOVA EISENHOWER ELEM | PETIT-FRERE, BRIANA | INTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE-GRADE 1 | DANIA ELEM | TATE JR, TERRANCE | EXTERNAL | $ 10,500.00 |
| GENERAL | LONG TERM SUBSTITUTE-GRADE 2 | WESTWOOD HEIGHTS ELEM | PAGE, TAMEKA TASHI | EXTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE-GRADE 3 | DILLARD ELEM | TURNER, TONYA | EXTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE-GRADE 4 | HOLLYWOOD CENTRAL PREPARATORY K-8 | BROTMAN, MARK | EXTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE-GRADE 4 | PLANTATION ELEM | MITCHELL, MARLENE | EXTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE-GRADE 5 | SILVER LAKES ELEM | GONZALEZ, CARINA | EXTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE-HEAD START | WESTWOOD HEIGHTS ELEM | BROWN, JESSICA | EXTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE-KINDERGARTEN | BETHUNE, MARY M. ELEM | BARTHELEMY, GINA | EXTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE-KINDERGARTEN | NOVA EISENHOWER ELEM | LEVINE-SAVAIN, LILIANE | INTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE-KINDERGARTEN | WALKER ELEM | SHEPPARD, LATONIA | EXTERNAL | $ 10,500.00 |
| GENERAL | LONG TERM SUBSTITUTE-LANGUAGE ARTS | WESTGLADES MIDDLE | LEE, ANDREA MARIA | EXTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE-LANGUAGE ARTS | PIONEER MIDDLE | MOKAL, MADELINE | EXTERNAL | $ 10,500.00 |
| GENERAL | LONG TERM SUBSTITUTE-MUSIC | HOLLYWOOD CENTRAL PREPARATORY K-8 | ATHOURISTE, SEANESE | EXTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE-PRE K | COCONUT PALM ELEM | RIVERA, SYAN | EXTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE-SCIENCE | FORT LAUDERDALE HIGH | BEGUM, RUKHSANA | EXTERNAL | $ 10,500.00 |
| GENERAL | LONG TERM SUBSTITUTE-SCIENCE | PLANTATION HIGH | MATTHIE, TRACEY-ANN | EXTERNAL | $ 18,354.00 |
| GENERAL | LONG TERM SUBSTITUTE-SCIENCE | DEERFIELD BEACH MIDDLE | SHADDICK, SHYANNE | EXTERNAL | $ 10,500.00 |
| GENERAL | LONG TERM SUBSTITUTE-VPK | MANATEE BAY ELEM | BEHRJE, MICHELLE | EXTERNAL | $ 18,354.00 |
| AFTERCARE | CHILD CARE MONITOR I | DEERFIELD BEACH ELEM | ANDERSON, MARY | EXTERNAL | $0 |
| AFTERCARE | CHILD CARE MONITOR I | EVERGLADES ELEM | CHAVES CORONEL, JOSE G | EXTERNAL | $0 |
| AFTERCARE | CHILD CARE MONITOR I | SANDPIPER ELEM | CRUZ, SPENCER | EXTERNAL | $0 |
| AFTERCARE | CHILD CARE MONITOR I | DEERFIELD BEACH ELEM | ELISME, THALIA | EXTERNAL | $0 |
| AFTERCARE | CHILD CARE MONITOR I | PARK SPRINGS ELEM | ESTEP, MARIE | EXTERNAL | $0 |
| AFTERCARE | CHILD CARE MONITOR I | RIVERGLADES ELEM | GAYLE, KAYLA | EXTERNAL | $0 |
| AFTERCARE | CHILD CARE MONITOR I | HERON HEIGHTS ELEM | HARRIS, PERI | EXTERNAL | $0 |
| AFTERCARE | CHILD CARE MONITOR I | SAWGRASS ELEM | MEADE, KAHLIA AKAIJAH | EXTERNAL | $0 |
| AFTERCARE | CHILD CARE MONITOR I | PARK SPRINGS ELEM | ROBINSON, ZIEKEYAH | EXTERNAL | $0 |
| AFTERCARE | CHILD CARE MONITOR I | EVERGLADES ELEM | SANCHEZ, SEBASTIAN | EXTERNAL | $0 |
| AFTERCARE | CHILD CARE MONITOR II | RIVERGLADES ELEM | CRUZ ALCOSER, MARI | INTERNAL | $0 |
| FOOD SERVICE | FD NUTRITION SVCS GENERAL WORKER | RAMBLEWOOD MID-SCH FOOD SVC | JOSEPH, DARLINE | EXTERNAL | $0 |
| FOOD SERVICE | FOOD SERVICE GENERAL WORKER | COCONUT CRK HIGH-SCH FOOD SVC | MCCRAY, STEPHANIE | EXTERNAL | $0 |
| FOOD SERVICE | FOOD SERVICE GENERAL WORKER | TEQUESTA TRACE SCH FOOD SVC | MUNOZ, GINA | EXTERNAL | $0 |
| FOOD SERVICE | FOOD SERVICE GENERAL WORKER | MEADOWBROOK - SCH FOOD SVC | OLIPHANT, DASHONNA | EXTERNAL | $0 |
| FOOD SERVICE | FOOD SERVICE GENERAL WORKER | SANDERS PARK - SCH FOOD SVC | ROBINSON, JENNIFER | EXTERNAL | $0 |
| FOOD SERVICE | FOOD SERVICE MANAGER - DEERFIELD BEACH HIGH | DEERFIELD HIGH-SCH FOOD SVC | DEES, SHARIE | INTERNAL | $0 |

## APPOINTMENTS (APPROVALS AND REASSIGNMENTS)
## MARCH 10, 2026

| FUNDING SOURCE | JOB TITLE | LOCATION | NAME | INTERNAL/ EXTERNAL | SALARY REMAINDER 25/26 SY (GENERAL FUND) |
|---|---|---|---|---|---|
| FOOD SERVICE | FOOD SERVICE MANAGER - FOREST HILLS ELEM | FOREST HILLS - SCH FOOD SVC | O'CONNELL, CAITLIN | INTERNAL | $0 |
| FOOD SERVICE | SUBSTITUTE FOOD SERVICE | SCHOOL FOOD SERVICE-SUBSTITUTES | BUZALI, MARIA | EXTERNAL | $0 |
| FOOD SERVICE | SUBSTITUTE FOOD SERVICE | SCHOOL FOOD SERVICE-SUBSTITUTES | CABRERA CASTILLO, LIDIA | EXTERNAL | $0 |
| FOOD SERVICE | SUBSTITUTE FOOD SERVICE | SCHOOL FOOD SERVICE-SUBSTITUTES | CASTILLO, SANDRA | EXTERNAL | $0 |
| FOOD SERVICE | SUBSTITUTE FOOD SERVICE | SCHOOL FOOD SERVICE-SUBSTITUTES | CLASE CASTELLANOS, MARIA | EXTERNAL | $0 |
| FOOD SERVICE | SUBSTITUTE FOOD SERVICE | SCHOOL FOOD SERVICE-SUBSTITUTES | DIXON, ROSE | EXTERNAL | $0 |
| FOOD SERVICE | SUBSTITUTE FOOD SERVICE | SCHOOL FOOD SERVICE-SUBSTITUTES | ESPINOZA TITO, AGUEDA | EXTERNAL | $0 |
| FOOD SERVICE | SUBSTITUTE FOOD SERVICE | SCHOOL FOOD SERVICE-SUBSTITUTES | FRENCH BROWN, TIARI | EXTERNAL | $0 |
| FOOD SERVICE | SUBSTITUTE FOOD SERVICE | SCHOOL FOOD SERVICE-SUBSTITUTES | HARVEY, CHARNIKA | EXTERNAL | $0 |
| FOOD SERVICE | SUBSTITUTE FOOD SERVICE | SCHOOL FOOD SERVICE-SUBSTITUTES | HERNANDEZ CALDERIN, MARIANELA | EXTERNAL | $0 |
| FOOD SERVICE | SUBSTITUTE FOOD SERVICE | SCHOOL FOOD SERVICE-SUBSTITUTES | HILL, JAMEER | EXTERNAL | $0 |
| FOOD SERVICE | SUBSTITUTE FOOD SERVICE | SCHOOL FOOD SERVICE-SUBSTITUTES | JANES, LISA | EXTERNAL | $0 |
| FOOD SERVICE | SUBSTITUTE FOOD SERVICE | SCHOOL FOOD SERVICE-SUBSTITUTES | JOSEPH, HANCY | EXTERNAL | $0 |
| FOOD SERVICE | SUBSTITUTE FOOD SERVICE | SCHOOL FOOD SERVICE-SUBSTITUTES | KING, TAWANA | EXTERNAL | $0 |
| FOOD SERVICE | SUBSTITUTE FOOD SERVICE | SCHOOL FOOD SERVICE-SUBSTITUTES | LAWRENCE, DAVID | EXTERNAL | $0 |
| FOOD SERVICE | SUBSTITUTE FOOD SERVICE | SCHOOL FOOD SERVICE-SUBSTITUTES | QUICENO, ALBA | EXTERNAL | $0 |
| FOOD SERVICE | SUBSTITUTE FOOD SERVICE | SCHOOL FOOD SERVICE-SUBSTITUTES | RAMIREZ MONTOYA, DIANET | EXTERNAL | $0 |
| FOOD SERVICE | SUBSTITUTE FOOD SERVICE | SCHOOL FOOD SERVICE-SUBSTITUTES | RUSSOTTI, GABRIELLA | EXTERNAL | $0 |
| FOOD SERVICE | SUBSTITUTE FOOD SERVICE | SCHOOL FOOD SERVICE-SUBSTITUTES | WILLIAMS, TRINEA | EXTERNAL | $0 |
| IDEA | CLASSROOM MONITOR | PEMBROKE PINES ELEM | ESCUDERO GUTIERREZ, BELEN | INTERNAL | $0 |
| IDEA | CLASSROOM MONITOR | HORIZON ELEM | ORANGE, JASMINE | EXTERNAL | $0 |
| IDEA | CLASSROOM MONITOR | MIRROR LAKE ELEM | TORRES-RODRIGUEZ, RICARDO | EXTERNAL | $0 |
| WORKFORCE | HRLY TEACHER ADULT VOC HEALTH SCIENCE | ATLANTIC TECH COLLEGE & TECH | BRITO, BIENVENIDA | EXTERNAL | $0 |

## TASK ASSIGNMENT/WORKING OUT OF CLASS (WOC)
## MARCH 10, 2026

| FIRST NAME | PRIMARY POSITION | TASK ASSIGNED / WOC POSITION, LOCATION | CURRENT HOURLY RATE | RECOMMENDED HOURLY RATE | NEW/ RENEWAL |
|---|---|---|---|---|---|
| CLARK, SHIRLEY | MANAGER II, TRANSPORTATION TERMINAL | DIRECTOR, STUDENT TRANSPORTATION & FLEET SERVICES, PUPIL TRANSPORTATION | $56.79186 | $56.79186 | RENEW |
| DWYER-LAING, SANYA | BUS OPER - TRANS SPEC | SHIFT SUPERVISOR, TRANSPORTATION TERMINAL, PUPIL TRANSPORTATION | $36.59222 | $36.59222 | RENEW |
| GEORGE, NYAH | SHIFT SUPV, TRANSPORTATON TERMINAL | MANAGER II, TRANSPORTATION TERMINALS, PUPIL TRANSPORTATION | $42.26224 | $42.26224 | RENEW |
| HOLLIMAN, NICKIE | BUS OPER - TRANS SPEC | SHIFT SUPERVISOR, TRANSPORTATION TERMINAL, PUPIL TRANSPORTATION | $35.76900 | $35.76900 | RENEW |
| MORGAN, STACY | SHIFT SUPV, TRANSPORTATON TERMINAL | MANAGER II, TRANSPORTATION TERMINAL, PUPIL TRANSPORTATION | $42.31281 | $42.31281 | RENEW |
| SAXON, RHONDA | BUS OPER - TRANS SPEC | SHIFT SUPERVISOR-TRANSPORTATION PUPIL TRANSPORTATION-N | $29.00000 | $35.36900 | NEW |
| TAYLOR, LATALYA | SHIFT SUPV, TRANSPORTATON TERMINAL | MANAGER I, TRANSPORTATION TERMINAL, PUPIL TRANSPORTATION | $49.53082 | $49.53082 | RENEW |
| WASHINGTON, CORICE | BUS OPER - TRANS SPEC | SHIFT SUPERVISOR, TRANSPORTATION TERMINAL, PUPIL TRANSPORTATION | $35.76900 | $35.76900 | RENEW |

**LEAVES OF ABSENCE**
**APPROVALS, RETURNED EARLY, RESIGNED, RETIRED OR TERMINATED FROM LEAVE**
**MARCH 10, 2026**

| NAME | LOCATION | POSITION | REASON |
|---|---|---|---|
| ARTY JR., JOHN | PARKWAY MIDDLE | IMT | LEAVE |
| BATES, PAMELA | COOPER CITY HIGH | ADMIN. SUPPORT ASST. II | RESIGNED |
| BEDWARD, SHANICE | COCONUT CREEK K-8 ACADEMY | EXCEPTIONAL STUD. EDUC. | RESIGNED |
| BUFARALE, VICTORIA | HOLLYWOOD PARK ELEM | ELEM EDUCATION | LEAVE |
| CALDEYRO, KRISTEN | PARK SPRINGS ELEM | ELEM EDUCATION | RESIGNED |
| CLAXTON JR, KEVIN | BOYD H. ANDERSON HIGH SCHOOL | PHYSICAL ED | RESIGNED |
| COACHMAN, LATOYIA | BOULEVARD HEIGHTS ELEMENTARY | TEACHER ASSISTANT | RETURNED EARLY |
| CULLEN, CAROLINE | SEAGULL SCHOOL | READING | RESIGNED |
| DAVIS, TRACY | PARKWAY MS- SSEP IZONES 3 | CAMPUS MONITOR | RESIGNED |
| DEAN, THOMAS | SEAGULL ALTERNATIVE HIGH | JOB COACH | RESIGNED |
| DILLON, CAROLINA | NORCREST ES | INSTRUCTIONAL ASSISTANT | RESIGNED |
| EVANS, RENNIE | J. P. TARAVELLA HIGH | TEACHER ASSISTANT | RESIGNED |
| FACUN, ERICCA | SILVER LAKES ELEM | SPEECH LANGUAGE PATHOLOGIST | LEAVE |
| HAMMONDS, REMONA | NOVA DWIGHT D EISENHOWER ELEM | ELEM EDUCATION | LEAVE |
| HOODS, VICTORIA | FOOD & NUTRITION SERVICES | FOOD SERVICE MANAGER - HIGH | LEAVE |
| KING JR, WILLIAM | SOUTH PLANTATION HIGH | ROTC | LEAVE |
| LEE, RUDOLPH | SSEP IZONES- 5 | SECURITY SPECIALIST | LEAVE |
| MCCRAY, SHADRICA | PEMBROKE LAKES ELEM | RESOURCE POSITION | LEAVE |
| MITVALSKY, JOHN | VILLAGE ELEM | ELEM EDUCATION | LEAVE |
| NEMBHARD, DONNETTE | PEMBROKE PINES ELEM | ELEM EDUCATION | RESIGNED |
| NOIZAIRE, PRISCA | DRIFTWOOD MIDDLE | MATH | RESIGNED |
| PAVLOCK, BRIANA | HERON HEIGHTS ELEM | ELEM EDUCATION | RESIGNED |
| PENA, NOEL | NORTH AREA TRANSPORTATION | BUS ATTENDANT | LEAVE |
| PETRASEK, SHELLEY | RIVERGLADES ES | TEACHER ASSISTANT | RESIGNED |
| REZK, HEND | BILINGUAL/ESOL | BILINGUAL INTAKE FACILITATOR | LEAVE |
| ROTHMAN , JESSICA | ESE SUPPORT/COMPLIANCE | SCHOOL PSYCHOLOGIST | LEAVE |
| SCOTT, AALAYAH | TALENT ACQUISITION | CLERK SPECIALIST B | LEAVE |
| SIMS, GLORIA | SSEP IZONES - CYPRESS BAY & EVERGLADE | CAMPUS MONITOR | LEAVE |
| SMITH, MARQUISA | PUPIL TRANSPORTATION - NORTH | BUS OPERATOR | LEAVE |
| TEHRANIAN, ANGELINA | SPECIALIZED INSTRUCTION | ESE SPECIALIST | LEAVE |
| TORRES, JENNIFER | NOB HILL ELEMENTARY - FNS | FOOD SERVICE GENERAL WORKER | LEAVE |
| URSO, SABRINA | SAWGRASS ELEM | ELEM EDUCATION | 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.

**SEPARATIONS OF EMPLOYMENT**
**MARCH 10, 2026**

| NAME | LOCATION | POSITION/STATUS | REASON |
|---|---|---|---|
| ADAMS,HARMONY | BOYD H. ANDERSON HIGH SCHOOL | BRACE ADVISOR - BA | Resignation |
| ALFORD,LAUREN EMILY | SHERIDAN TECHNICAL COLLEGE | JOB COACH | Resignation |
| ANDERSON,CYCLORIA | PUPIL TRANSPORTATION - C | BUS OPERATOR | Retirement |
| ANDRADE NIZ,VIVIANE | TRADEWINDS ELEM | INSTRUCTIONAL ASSISTANT | Resignation |
| ANDRADE,MERCEDES | COLLINS ELEM | INSTRUCTIONAL ASSISTANT | Resignation |
| ANDROSIGLIO,JUDY | NOVA FORMAN-SCH FOOD SVC | FOOD SERVICE GENERAL WORK | Retirement |
| BARNES,ELISHIA | PUPIL TRANSPORTATION - CW | BUS OPERATOR | Resignation |
| BENEFIELD,ALEX EUGENE | BOYD H. ANDERSON HIGH SCH | TEACHER-CTE AUTOMOTIVE | Resignation |
| BITERE,RUCSANDRA | SOUTH BROWARD HIGH | TEACHER-LANGUAGE ARTS HIGH | Resignation |
| BOSIER,SARAH LEE | PUPIL TRANSPORTATION - S | BUS OPERATOR | Retirement |
| BOUWER,LEIGH-ANNE | MARGATE ELEM | TEACHER-GRADE 1 | Resignation |
| BROOKS,SYDNEY | CRYSTAL LAKE MIDDLE | TEACHER-LANGUAGE ARTS MID | Resignation |
| BROSTEN,HARVEY | FORT LAUDERDALE HIGH | JOB COACH | Retirement |
| BROWN,WARREN | HENRY D PERRY EDUCATION C | TEACHER-LANGUAGE ARTS MID | Retirement |
| BUCHANAN,ONEIL ENROY | PUPIL TRANSPORTATION - C | BUS OPERATOR-SPECIAL NEED | Resignation |
| CAMMON,PAMELA DIAN | PUPIL TRANSPORTATION - CW | BUS ATTENDANT | Resignation |
| CANNON,SHAUNE | FOREST GLEN MIDDLE | BEHAVIORAL TECHNICIAN | Resignation |
| CARMIGNIANI,GLORIA | SILVER RIDGE ELEM | REGISTERED NURSE, SCHOOL | Resignation |
| CASTILLO,ELTHON | BOYD H. ANDERSON HIGH SCH | TEACHER-MATHEMATICS HIGH | Resignation |
| CASTRO,LUCILA CELIA | MIRAMAR HIGH - SCH FOOD SVC | FD SERV COOK & BKR II A | Retirement |
| CELESTIN,CARNOLD | PUPIL TRANSPORTATION - S | BUS OPERATOR-SPECIAL NEED | Resignation |
| CHANCE,JAMAALE DIENARD | SSEP IZONES- 2 | SECURITY SPECIALIST | Resignation |
| CHEEMA,TAHREEM SHAFQAT | PARK SPRINGS ELEM | INSTRUCTIONAL ASSISTANT | Resignation |
| CHHOUK,DAWN FRANCES | ACCOUNTING & FINANCIAL | ACCOUNTING SPECIALIST II | Retirement |
| COLLINS,JAMISON | PARKWAY MIDDLE | FACILITIES SERVICEPERSON | Resignation |
| COLMENARES,NIDIA | OLSEN MIDDLE | FACILITIES SERVICEPERSON | Retirement |
| CORBULEANU,ADRIAN | NORTHEAST HIGH | TEACHER-CTE COMPUTER | Resignation |
| CORDOVA,MARY R | CHIEF SAFETY, SEC & EMGCY | EXECUTIVE SECRETARY | Resignation |
| CORTES,FIOLDALISA | MILLENNIUM 6-12 COLLEGIATE | TEACHER-MATHEMATICS MID | Resignation |
| CRUZ,MARTHA | SEA CASTLE - SCH FOOD SVC | FD SERV GEN WKR | Retirement |
| CUNNINGHAM,ALEXIUS | SSEP IZONES- 5 | CAMPUS MONITOR | Resignation |
| CUNNINGHAM,DOMINIQUE | OAKLAND PARK - SCH FOOD SVC | FOOD SERVICE GENERAL WORK | Resignation |
| CURRY,SHANTELL | CORAL PARK ELEM | ASSISTANT PRINCIPAL-ELEM | Retirement |
| DAVIS,NORRIN A | SSEP IZONES- 4 | CAMPUS MONITOR | Resignation |
| DEAN,THOMAS BYRON | SEAGULL SCHOOL | JOB COACH | Resignation |
| DESPEIGNES,KATIA MOISE | FEDERAL PROGRAMS | COMMUNITY LIAISON | Retirement |
| DILLON,CAROLINA ALEXIS | NORCREST ELEM | INSTRUCTIONAL ASSISTANT | Resignation |
| DIXON,CAROLE JANAIRA | SEA CASTLE ELEM | INSTRUCTIONAL ASSISTANT | Resignation |
| DOYLE,ROBERT J | EVERGLADES HIGH | TEACHER-SOCIAL SCIENCES | Retirement |

**SEPARATIONS OF EMPLOYMENT**
**MARCH 10, 2026**

| NAME | LOCATION | POSITION/STATUS | REASON |
|---|---|---|---|
| DUMERCY,DANA WESTIE | WALKER ELEM | INSTRUCTIONAL ASSISTANT | Resignation |
| ESCUDERO GUTIERREZ,BELEN | PEMBROKE PINES ELEM | TEACHER ASSISTANT-TI-PRE | Resignation |
| FAJARDO,SHARMAINE JOY | PIPER HIGH | TEACHER-MATHEMATICS HIGH | Resignation |
| FARR,LESLIE D | LAUDERHILL 6-12 | ASSISTANT PRINCIPAL-HIGH | Retirement |
| FARRIS,LARIELL DAWN | HENRY D PERRY EDUCATION C | TEACHER-SCIENCE HIGH | Resignation |
| FERNANDEZ CEREGIDO,VANESSA | ORANGE BROOK - SCH FOOD SVC | FOOD SERV GEN WKR | Resignation |
| FETZER,DEAN BONHAM | CHARLES FLANAGAN HIGH | FACILITIES SERVICEPERSON | Resignation |
| FITZGERALD,DIANA LYNNE | LLOYD ESTATES - SCH FOOD | FOOD SERVICE MANAGER - EL | Retirement |
| FORRESTER,LEON ANDRE | COORDINATED STUDENT HEALTH | CLINICAL NURSE (PROF) | Resignation |
| FOSTER,KALYNN LANYSE | MIRAMAR HIGH | TEACHER-SCIENCE HIGH | Resignation |
| FRAINO,STEPHANIE PATRICIA | THE QUEST CENTER | INSTRUCTIONAL ASSISTANT | Resignation |
| FRANCOIS,ROOSEVELT | PUPIL TRANSPORTATION - S | BUS OPERATOR | Resignation |
| FREDERICK,CAPRICE LASHAWN | MCNICOL - SCH FOOD SVC | FOOD SERV GEN WKR | Resignation |
| GALEANO,NIDIA | WEST BROWARD HIGH | FACILITIES SERVICEPERSON | Retirement |
| GARIGLIANO,DIANA | BAYVIEW ELEM | TEACHER-ART ELEM | Resignation |
| GATLIN,CAMERON | SSEP IZONES- 7 | CAMPUS MONITOR | Resignation |
| GOLIGHTLY,DANIEL | SOUTH BROWARD HIGH | JOB COACH | Resignation |
| GOULD,LINTON M | SAWGRASS ELEM | HEAD FACILITY SERVICEPERS | Retirement |
| GRZYBEK,MARIANIEVES | EMERGENCY MANAGEMENT | CLERK SPECIALIST B | Retirement |
| HALL,MARCHE MONIQUE | SSEP IZONES- 4 | CAMPUS MONITOR | Resignation |
| HAMMAKER,DARLENE | SPECIAL PROGRAMS | TEACHER-GRANT FACILITATOR | Retirement |
| HEIL,MOLLY KRISTINE | DEERFIELD BEACH MIDDLE | TEACHER-SOCIAL SCIENCES MID | Resignation |
| HOLSTON,SHERRIE | WESTCHESTER - SCH FOOD SV | FOOD SERV GEN WKR | Resignation |
| HOWARD,DORIS J | NOVA HIGH SCHOOL | FACILITIES SERVICEPERSON | Retirement |
| IMES,KEVIN CONNER | MARGATE MIDDLE | TEACHER-LANGUAGE ARTS MID | Resignation |
| INGRAM,TERESA R | CORAL GLADES HIGH - FOOD | FOOD SERV GEN WKR | Resignation |
| IRBY,SHAWN | PROFESSIONAL PRACTICES | SPECIALIST, HUMAN RESOURCE | Resignation |
| JACINTO,NICHOLAS JOSHUA | EMBASSY CREEK ELEM | INSTRUCTIONAL ASSISTANT | Resignation |
| JACKSON,DUANE KEON | SUNLAND PARK ACADEMY | FACILITIES SERVICEPERSON | Resignation |
| JAMES,JESSICA IRIS | COLBERT ELEM | TEACHER-GRADE 4 | Resignation |
| JAVAHERIAN,MASOOD | MARGATE MIDDLE | TEACHER-SCIENCE MIDDLE | Resignation |
| JEAN BRICE,MARIE CHANTAL | SAWGRASS SPRINGS MIDDLE | FACILITIES SERVICEPERSON | Resignation |
| JOHNSON,ADEANA ALICIA | DILLARD 6-12 | TEACHER-SOCIAL SCIENCES HIGH | Resignation |
| JOHNSON,JAMES SCOTT | CORAL SPRINGS ELEM | FACILITIES SERVICEPERSON | Resignation |
| JONES,COURTNEY | SSEP IZONES- 2 | CAMPUS MONITOR | Resignation |
| JONES,JASMINE MAIGNAN | ECONOMIC DEV. OPPORTUNITE | MANAGER, SUPPLIER & OUTRE | Resignation |
| JONES,TERESA ANN | PUPIL TRANSPORTATION - N | BUS OPERATOR | Retirement |
| JUSTUS,LAUREL ANNE | SHERIDAN TECHNICAL COLLEGE | BUDGET SUPPORT SPECIALIST | Resignation |
| KEMP,LATORSHA | PUPIL TRANSPORTATION - CW | BUS OPERATOR-SPECIAL NEED | Retirement |
| KESHAVARZ,MATINEH | CORAL PARK ELEM | INSTRUCTIONAL ASSISTANT | Resignation |

**SEPARATIONS OF EMPLOYMENT**
**MARCH 10, 2026**

| NAME | LOCATION | POSITION/STATUS | REASON |
|---|---|---|---|
| KHAN,RUBINA NASIR | COOPER CITY HIGH-SCH FOOD | FOOD SERV GEN WKR | Retirement |
| KING-BAKER,AYAUNA M | COCONUT CREEK HIGH | TEACHER-MATHEMATICS HIGH | Resignation |
| KOFF,LIZA JANE | RIVERGLADES ELEM | ELEM SCHOOL COUNSELOR | Resignation |
| LARA,PATRICIA | FALCON COVE MIDDLE | FACILITIES SERVICEPERSON | Retirement |
| LASSEUR,ALEX CORIN | DEERFIELD BEACH ELEMENTAR | INFO MGMT TECH (ELEM/MID) | Resignation |
| LEE,TEQUILA LADAWN | SUNRISE - SCH FOOD SVC | FOOD SERV GEN WKR | Resignation |
| LEWIS,ALICIA A | FLANAGAN - SCH FOOD SVC | FOOD SERV GEN WKR | Resignation |
| LEYVA DELGADO,GISELLE | PUPIL TRANSPORTATION - S | BUS OPERATOR-SPECIAL NEED | Resignation |
| LOPEZ LOJA,CARMEN CECILIA | POMPANO MIDDLE- SCH FOOD SVC | FOOD SERVICE GENERAL WORK | Resignation |
| LYNCH,JENNIFER MIA | FORT LAUDERDALE-SCH FOOD | FD SER ASST CK BK S H IIB | Resignation |
| MANN,KARIMA MARTINE | PLANTATION HIGH | TEACHER-WORLD LANGUAGE | Retirement |
| MASCIARELLI,RYAN GLEN | BROWARD COUNTY SCHOOLS POLICE | ANALYST, PROTECTIVE RESEACH | Resignation |
| MASTEN,JOSHUA D | SSEP IZONES- 1 | CAMPUS MONITOR | Resignation |
| MCCRAY,STENOVIA | STDT PREVENTION & WELLNESS | TECHNOLOGY SUPPORT SPEC | Retirement |
| MCFADDEN,MIA ANJANETTE | POMPANO BEACH HIGH | BRACE ADVISOR - AA | Retirement |
| MILLER,JAMESHA LENISE | CORAL SPRINGS EL-SCH FOOD | FOOD SERV GEN WKR | Resignation |
| MONTGOMERY,ERIKA LANETTE | BENEFITS | ADMINISTRATIVE SUPPORT ASST | Resignation |
| MONTOYA,YOASK | OAKRIDGE ELEM | TEACHER-MATH COACH ELEM | Resignation |
| MOREL,MARINO A | SSEP IZONES- 1 | CAMPUS MONITOR | Resignation |
| MORRIS,ALEXANDER | SEA CASTLE ELEM | TEACHER-AUTISM CLUSTER | Resignation |
| MULDER,MARY BETH | FOOD AND NUTRITION SERVIC | EXEC DIR, FOOD & NUTRITIO | Retirement |
| MURRAY,TYNESHA RAFAEL | THURGOOD MARSHALL ELEM | TEACHER-GRADE 1 | Resignation |
| NAVARRO OCAMPO,PAULA | DEERFIELD BEACH ELEMENTAR | INSTRUCTIONAL ASSISTANT | Resignation |
| NEWELL,RUTHANNE BADER | ORIOLE ELEM | TEACHER-AUTISM COACH | Retirement |
| PALEARAS,GEORGE A | PUPIL TRANSPORTATION - S | BUS OPERATOR-SPECIAL NEED | Resignation |
| PARKS,GLENN C | APPLICATION SERVICES | PROCESS ANALYST, PAYROLL | Retirement |
| PETGRAVE,TAHIRA KRISTI-LE | HORIZON ELEM | FACILITIES SERVICEPERSON | Resignation |
| PICCOLINO,ALYSSON MARION | MONARCH HIGH - SCH FOOD SVC | FOOD SERV GEN WKR | Resignation |
| PIERRE-LOUIS,DANNY | SSEP IZONES- 7 | CAMPUS MONITOR | Resignation |
| PIGATT,LETISHA C | PARK SPRINGS ELEM | INSTRUCTIONAL ASSISTANT | Resignation |
| POLLACK CASH,KINGSLY IVOR | PARK TRAILS ELEM | FACILITIES SERVICEPERSON | Resignation |
| POLONIO,MARIETTINA | SHERIDAN PARK - SCH FOOD SVC | FOOD SERV GEN WKR | Resignation |
| POOLE,JEFFREY SCOTT | WESTERN HIGH | SECONDARY SCHOOL COUNS | Retirement |
| POORMAN,MICHAEL ALAN | PHYSICAL PLANT OPERATIONS | FOREMAN-CARPENTER & MASON | Retirement |
| POREBSKI,KAZIMIERZ | PUPIL TRANSPORTATION - N | BUS OPERATOR-SPECIAL NEED | Retirement |
| PORTER,SHACAROL L | SSEP IZONES- 4 | CAMPUS MONITOR | Resignation |
| PUIG,GERSON | POMPANO BEACH MIDDLE | TEACHER-COMPUTER SCIENCE | Resignation |
| QUIROZ OBANDO,ANIELKA | PARK LAKES ELEM | FACILITIES SERVICEPERSON | Resignation |
| REEVES,KATELYN | CORAL GLADES HIGH - FOOD | FOOD SERV GEN WKR | Resignation |
| ROBERTS,CODIE K | MAINTENANCE-ZONE 1 | PLUMBER - JOURNEYMAN | Resignation |

**SEPARATIONS OF EMPLOYMENT**
**MARCH 10, 2026**

| NAME | LOCATION | POSITION/STATUS | REASON |
|---|---|---|---|
| RODRIGUEZ CARRILLO,GABRIE | PINES LAKES - SCH FOOD SV | FOOD SERV GEN WKR | Resignation |
| RUA TORO,MARIA CAMILA | NOVA HIGH SCHOOL | TEACHER-LANGUAGE ARTS HIGH | Resignation |
| RUBINSTEIN,CINDEE D | REGIONAL SUPERINTENDENT | INSTRUCTIONAL FACILITATOR | Retirement |
| SALLUSTIO,KIMBERLY ANNE | BUDGET | ASST DIR, SCHOOL BUDGET S | Retirement |
| SALOMON,CARLTON | MARGATE MIDDLE | TEACHER-SCIENCE MIDDLE | Resignation |
| SANCHEZ,ANESHA NICOLE | LAKESIDE ELEM - SCH FOOD | FOOD SERV GEN WKR | Resignation |
| SCOTT,SAMANTHA JESSICA | STEPHEN FOSTER ELEM | INSTRUCTIONAL ASSISTANT | Resignation |
| SHAW,MARY ANN BOSIER | ATLANTIC WEST ELEM | TEACHER-AUTISM CLUSTER | Retirement |
| SHOBE,CURTIS ANTHONY | CORAL COVE ACADEMY | HEAD FACILITY SERVICEPERS | Retirement |
| SKYERS,EBONI GABRIELLE | SEA CASTLE ELEM | TEACHER-AUTISM CLUSTER | Resignation |
| SMALL JR,BALVIN DUKE | SSEP IZONES- 4 | SECURITY SPECIALIST | Resignation |
| SMITH,BELINDA | SEAGULL SCHOOL | SECONDARY SCHOOL COUNS | Retirement |
| SMITH,ERIC M | SSEP IZONES- 6 | CAMPUS MONITOR | Resignation |
| SMITH,TAMIKA L | DR MARTIN LUTHER KING JR | INSTRUCTIONAL ASSISTANT-T | Resignation |
| STINSON,SHARENA MONESHA | PUPIL TRANSPORTATION - S | CLERK SPECIALIST A (CONF) | Resignation |
| STRAMANAK,AMY BETH | ENDEAVOUR PRIMARY LEARNING | TEACHER-MATH COACH ELEM | Retirement |
| THOMAS,HERBERT | PUPIL TRANSPORTATION - SW | BUS OPERATOR-SPECIAL NEED | Retirement |
| TINKER,ILLYANNA MARINA | MAINTENANCE-ZONE 2 | CLERICAL SUPPORT ASSISTAN | Resignation |
| TUCKER,TIA PATRICE | DEERFIELD PARK ELEM | TEACHER-KINDERGARTEN | Resignation |
| TUEROS,MARTHA O | FLORANADA ELEM | INFO MGMT TECH (ELEM/MID) | Resignation |
| TURNER,REGINA BOSWELL | SCHOOL COUNSELING | INSTRUCTIONAL FACILITATOR | Retirement |
| VASSELL KREITNER,CAROL-AN | SOUTH PLANTATION HIGH | TEACHER-MATHEMATICS HIGH | Retirement |
| WALLACE,PATRICE LYNNE | WESTGLADES MIDDLE | TEACHER-LANGUAGE ARTS MID | Retirement |
| WALTERS,MICHAEL G | CUSTODIAL/GROUNDS SERVICE | UTILITY SERVICEPERSON | Retirement |
| WELLINGTON,DESMOND L | PUPIL TRANSPORTATION - C | BUS OPERATOR | Retirement |
| WENTWORTH,BRENDAN | FOREST GLEN MIDDLE | INSTRUCTIONAL ASSISTANT | Resignation |
| WESLEY,BRITTANY REGINA | SSEP IZONES- 6 | CAMPUS MONITOR | Resignation |
| WESLEY,KATHY WILLIAMSON | CYPRESS ELEM | TEACHER-AUTISM CLUSTER | Resignation |
| WIAH,JEREMIAH DEVONTE | SSEP IZONES- 2 | CAMPUS MONITOR | Resignation |
| WILLIAMS JR,QUENTIN TYREE | COCONUT CREEK K-8 ACADEMY | FACILITIES SERVICEPERSON | Resignation |
| WILLIAMS,CELINA DENISE | NOVA DWIGHT D EISENHOWER | TEACHER-ESE SUPPORT FAC | Retirement |
| ZABACHI,HIND | SHERIDAN HILLS ELEM | INSTRUCTIONAL ASSISTANT | Resignation |
| ZIBA,DAWN L | DEERFIELD BEACH HIGH | TEACHER-ESE SUPPORT FAC | Retirement |

**Separation of Employment (Resignations, Retirements & Terminations)**

| Resignations & Terminations | | | | |
|---|---|---|---|---|
| | 2021-22 | 2022-23 | 2023-24 | 2024-25 |
| BPAA | 10 | 17 | 15 | 5 |
| BTU-ESP | 381 | 370 | 400 | 436 |
| BTU-TSP | 32 | 48 | 37 | 27 |
| COPA | 23 | 22 | 19 | 17 |
| ESMAB | 42 | 35 | 37 | 23 |
| FOPE 4 | 538 | 482 | 465 | 453 |
| FOPE Clerical | 152 | 196 | 178 | 192 |
| FOPE Food Service | 239 | 163 | 177 | 190 |
| Instructional | 1201 | 1550 | 1571 | 1216 |
| PBA | 0 | 0 | 0 | 2 |
| **Grand Total** | **2618** | **2883** | **2899** | **2561** |

| Retirements | | | | |
|---|---|---|---|---|
| | 2021-22 | 2022-23 | 2023-24 | 2024-25 |
| BPAA | 27 | 29 | 17 | 15 |
| BTU-ESP | 66 | 60 | 87 | 70 |
| BTU-TSP | 29 | 23 | 23 | 19 |
| COPA | 22 | 23 | 23 | 16 |
| ESMAB | 22 | 16 | 19 | 13 |
| FOPE 4 | 181 | 146 | 139 | 139 |
| FOPE Clerical | 84 | 75 | 68 | 60 |
| FOPE Food Service | 49 | 49 | 46 | 42 |
| Instructional | 393 | 322 | 339 | 289 |
| PBA | 2 | 2 | 1 | 0 |
| **Grand Total** | **875** | **745** | **762** | **663** |

**A comparison of total separations for the specified period between 2024 and 2025.**

| | July 2024 - Feb 2025 | July 2025 - Feb 2026 |
|---|---|---|
| Admin (Non Union) | 28 | 26 |
| Admin (Union) | 30 | 30 |
| Armed Safe School Officers | 12 | 9 |
| Bus Attendants | 25 | 24 |
| Bus Operators | 73 | 72 |
| Campus Monitors | 115 | 68 |
| Clerical / Secretarial | 165 | 116 |
| Clerical Confidential | 19 | 18 |
| Executive | 3 | 3 |
| Facilities | 117 | 110 |
| Food Service Managers | 14 | 11 |
| Food Service Workers | 140 | 148 |
| Maintenance | 50 | 30 |
| School Based Administrator | 16 | 20 |
| Security Specialist | 17 | 15 |
| SIU | 1 | 1 |
| Special Salary | 39 | 21 |
| Teacher Aide | 113 | 120 |
| Teacher Assistant | 187 | 134 |
| Teachers | 909 | 836 |
| **TOTAL** | **2073** | **1812** |

2/25/2026

Status: ADDITIONAL INFORMATION

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | 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 Action/Probationary Releases**
**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

**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

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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

March 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 H-2, EMPLOYEE CORRECTIVE ACTION / PROBATIONARY RELEASES, FOR THE MARCH 10, 2026, REGULAR SCHOOL BOARD MEETING.**

Attached is additional information regarding H-2, Employee Corrective Action / Probationary Releases, for the March 10, 2026, Regular School Board Meeting.

- The attached Employee Corrective Action / Probationary Releases.

HH/EL/DA:tj
Attachment

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: March 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

# MARCH 10, 2026
## H-2 EMPLOYEE CORRECTIVE ACTIONS / PROBATIONARY RELEASES

| Name | Position/ Bargaining Unit | Location | Recommendation | Due Process | Meeting Summary/Prior Discipline(s) |
|---|---|---|---|---|---|
| Alexandre, Jarvenson | Facilities Serviceperson/ FOPE 4 | Tedder Elementary | **(CAR) 1-Day Suspension:** Failure to keep door secure. | DPN Signed: 01/08/26<br>DPM Date: 01/13/26<br>CAR Signed: 02/26/26 | 10/10/23 – ES – Performance concerns.<br>07/19/24 –VR - Inappropriate and unprofessional behavior. |
| Amaro, Noel | Bus Operator/ FOPE 4 | Student Transportation & Fleet Services - Southwest | **(CAR) 2-Day Suspension:** Rule 9 (2nd Offense): " Preventable Accident" (crash) in a school bus resulting in damage or injury. | DPN Signed: 11/18/25<br>DPM Date: 11/20/25<br>CAR Signed: 02/13/26 | 12/19/24 – MS - Rule 9 (1st Offense):" Preventable Accident" (crash) in a school bus resulting in damage or injury. |
| Bellamy, Donny | Assistant Facilities Serviceperson/ FOPE 4 | Oakland Park Elementary | **(RM) 10-Day Suspension:** Violation of School Board Policy 2400: Drug-Free Workplace. | DPN: 02/09/26<br>DPM Date: 02/20/26 | 03/05/19 – MS – Attendance concerns.<br>05/02/19 – WR – Ongoing attendance concerns.<br>03/12/20 – MS - Attendance concerns.<br>08/05/20 – MS – Failure to follow directives.<br>06/28/22 – MS – Failure to follow directives.<br>08/15/23 – WR – Failure to manage team and complete cleaning task.<br>12/16/25 – 3-Day Suspension - Ongoing performance and behavior concerns. |
| Berg, Edward | Head Facilities Serviceperson/ FOPE 4 | Indian Ridge Middle | **(CAR) Termination:** Disqualifying Offense. | DPN Signed: 01/12/26<br>DPM Date: 01/15/26 | N/A |
| Diaz Martinez, Yuri | Teacher/ BTU-EP | Cypress Bay High | **(CAR) 3-Day Suspension:** Failure to supervise students and inappropriate conduct towards students. | DPN Signed: 01/30/26<br>DPM Date: 02/05/26<br>CAR Signed: 02/26/26 | N/A |
| Ellison, Tansanea | Food Service General Worker/ FOPE Food Service | FNS - Croissant Park Elementary | **(CAR) 1-Day Suspension:** Attendance concerns. | DPN Signed: 12/10/25<br>DPM Date: 12/16/25<br>CAR Signed: 02/18/26 | 04/08/22 – MS – Attendance concerns.<br>04/12/22 – MS – Attendance concerns.<br>08/12/22 – VR – Attendance concerns.<br>04/03/24 – MS – Attendance concerns.<br>04/02/25 – MS – Attendance concerns.<br>08/11/25 – WR – Attendance concerns. |

## MARCH 10, 2026
## H-2 EMPLOYEE CORRECTIVE ACTIONS / PROBATIONARY RELEASES

| Name | Position/ Bargaining Unit | Location | Recommendation | Due Process | Meeting Summary/Prior Discipline(s) |
|---|---|---|---|---|---|
| Iraheta, Erika | Teacher/ BTU-EP | Westglades Middle | **(CAR) 1-Day Suspension:** Unprofessional behavior toward students. | DPN Signed: 02/04/26<br>DPM Date: 02/09/26<br>CAR Signed: 02/26/26 | N/A |
| Joseph, Roland | Bus Operator/ FOPE 4 | Student Transportation & Fleet Services – Central West | **(CAR) 2-Day Suspension:** Rule 9 (2nd Offense): " Preventable Accident" (crash) in a school bus resulting in damage or injury. | DPN Signed: 11/13/25<br>DPM Date: 11/18/25<br>CAR Signed: 02/11/26 | 05/23/24 – MS - Rule 9 (1st Offense):" Preventable Accident" (crash) in a school bus resulting in damage or injury. |
| Kajatt, Jorge | Facilities Serviceperson/ FOPE 4 | J.P. Taravella High | **(CAR) 3-Day Suspension:** Insubordination - Perform job duties. | DPN Signed: 12/09/25<br>DPM Date: 12/12/25<br>CAR Signed: 02/25/26 | 12/22/23 – MS – Unprofessional behavior toward staff.<br>05/15/25 – WR – Insubordination – performance concerns. |
| Malone, Darrell | Teacher/ BTU-EP | Falcon Cove Middle | **(PSC) Termination:** Arrest, Florida Statute 790.10. | PSCM Date: 02/04/26<br>Pre-DM Date: 02/24/26 | N/A |
| McKellop, Paula | Food Service Manager/ FOPE Food Service | FNS - Forest Glenn MS | **(CAR) 3-Day Suspension:** Violation of School Board Policy 5060: Tobacco Free Environment. | DPN Signed: 10/29/25<br>DPM Date: 11/06/25<br>CAR Signed: 01/15/26 | N/A |
| Moise, Gary | Teacher/ BTU-EP | South Plantation High | **(CAR) 10-Day Suspension:** Inappropriate comments to students. | DPN Signed: 01/29/25<br>DPM Date: 02/07/25<br>CAR Signed: 02/24/26<br>LCA Signed: 02/24/26 | 06/05/16 – MS – Attendance concerns.<br>01/16/24 – MS – Unprofessional behavior towards another staff member. |
| Saurel, Cliffon | Teacher/BTU-EP | Ft. Lauderdale High | **(RM) Termination:** Violation of School Board Policy 2400: Drug-Free Workplace. | Incident: 2/17/26<br>RN: 02/18/26 | 03/15/21 – LCA signed - Violation of School Board Policy 2400: Drug-Free Workplace.<br>09/20/22 – ES – Attendance concerns, leaving students unsupervised.<br>09/19/23 – VR -Attendance concerns.<br>11/6/23 – Education Practices Commission - Final Order |

## MARCH 10, 2026
## H-2 EMPLOYEE CORRECTIVE ACTIONS / PROBATIONARY RELEASES

| Name | Position/ Bargaining Unit | Location | Recommendation | Due Process | Meeting Summary/Prior Discipline(s) |
|---|---|---|---|---|---|
| Williams, Therman | Campus Monitor/ FOPE 4 | Deerfield Beach Middle | **(CAR) Termination:** Sleeping while on duty. | DPN Signed: 01/26/26<br>DPM Date: 01/30/26<br>CAR Signed: 02/24/26 | 06/07/17 – VR – Inappropriate comments towards student.<br>03/05/18 – WR – Inappropriate comments towards staff.<br>10/10/18 – MS – Unprofessional behavior.<br>02/04/19 – MS – Unprofessional conduct towards staff.<br>12/18/19 – WR – Failure to follow directives.<br>06/02/21 – 1-Day Suspension - Unprofessional behavior and failure to follow directives. (Reduces from 3-Dy Suspension)<br>02/01/22 –5-Day Suspension - Insubordination - Unprofessional behavior and failure to follow directives. (Reduced from 7-Day Suspension) |

### JOB ABANDONMENT

| Name | Position/ Bargaining Unit | Location | Recommendation | Due Process | Meeting Summary/Prior Discipline(s) |
|---|---|---|---|---|---|
| Ali, Fazilla | General Worker/ FOPE Food Service | FSN - Coral Springs Elementary | **Termination:** Job abandonment. | Letter: 01/14/26<br>Docs received: yes | N/A |
| Campbell, Lucresia | Teacher/BTU-EP | Charles Drew Elementary | **Termination:** Job abandonment. | Letter: 02/13/26<br>Docs received: yes | N/A |
| Fleck, Mary | Teacher/BTU-EP | Deerfield Beach Middle | **Termination:** Job abandonment. | Letter: 01/30/26<br>Docs received: yes | N/A |
| King, Quintierra | Assistant IIB, Cook/Baker/ FOPE | Park Lakes Elementary | **Termination:** Job abandonment. | Letter: 02/09/26<br>Docs received: yes | N/A |
| Phillips, Shavelle | Bookkeeper/ FOPE Clerical | Coral Glades High | **Termination:** Job abandonment. | Letter: 02/12/26<br>Docs received: yes | N/A |
| Rolle, Sylvia | Job Coach/ BTU-ESP | Atlantic Technical College | **Termination:** Job abandonment. | Letter: 02/10/26<br>Docs received: yes | N/A |
| Thomas, Sholanda | Campus Monitor/ FOPE 4 | Dania Elementary | **Termination:** Job abandonment. | Letter: 02/19/26<br>Docs received: yes | N/A |

# MARCH 10, 2026
# H-2 EMPLOYEE CORRECTIVE ACTIONS / PROBATIONARY RELEASES

## PROBATIONARY RELEASES

| Name | Position/ Bargaining Unit | Location | Recommendation | Details |
|---|---|---|---|---|
| Bloomfield, Nikeshia | Teacher/BTU-EP | Lloyd Estates Elementary | **Probationary Release** Instructional | Date: 02/04/26 Doc received: Yes |
| Katz, Vladislav | Teacher Assistant/ BTU-ESP | Olsen Middle | **Probationary Release** Instructional | Letter: 03/02/26 Docs received: yes |
| Moise, Evenson | Bus Operator/ FOPE 4 | Student Transportation and Fleet Services - Central | **Probationary Release** Non-Instructional | Date: 02/06/26 Doc received: Yes |
| Pierre, Izabella | Bus Operator/ FOPE 4 | Student Transportation and Fleet Services - Central | **Probationary Release** Non-Instructional | Date: 02/06/26 Doc received: Yes |
| Smith, Danikia | Food Services Cook/ FOPE Food Service | FNS – Dave Thomas Education Center | **Probationary Release** Non-Instructional | Date: 02/23/26 Doc received: Yes |
| Wiggins, Choncia | Food Service General Worker/ FOPE Food Service | FNS – Apollo Middle | **Probationary Release** Non-Instructional | Date: 02/23/26 Doc received: Yes |
| Willingham, Christina | Food Service General Worker/ FOPE Food Service | FNS – William Dandy Middle | **Probationary Release** Non-Instructional | Date: 02/27/26 Doc received: Yes |

# MARCH 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

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 |
| RN | = Reassignment Notice |
| VR | = Verbal Reprimand |
| WC | = Workers' Compensation |
| WR | = Written Reprimand |
| VR | = Verbal Reprimand |

DA/HP: tj
Revision 03.03.26 (V5)

Status: ADDITIONAL INFORMATION

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | 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 8**
**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 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, Chief Hu… | 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 Feb 24, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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

March 2, 2026

TO: School Board Members

FROM: Dr. Ernie Lozano
Chief Human Resources Officer

VIA: Dr. Howard Hepburn
Superintendent of Schools

SUBJECT: **ADDITIONAL INFORMATION FOR H-3, SUPPLEMENTAL PAY POSITIONS 8, FOR THE MARCH 10, 2026, REGULAR SCHOOL BOARD MEETING**

Attached is additional information regarding H-3, Supplemental Pay Positions 8 for the March 10, 2026, Regular School Board Meeting.

- The attached Supplemental Pay Positions 8

HH/EL/SR:mc
Attachment

For more information, please contact:

Name: Dr. Ernie Lozano
Title: Chief Human Resources Officer
Phone: 754-321-1840

# EXECUTIVE SUMMARY

## Supplemental Pay Positions 8

**Board Meeting Date: March 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 3/10/2026 AGENDA | TOTAL SPEND FY2026 | TERM (months) |
|---|---|---|---|---|---|---|
| Pay employee supplements | FY 2026 | Yes | General Fund and Grants | $422,588.71 | $33,540,780.78 | (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**
**MARCH 10, 2026**

| EMPLOYEE NAME | ORG UNIT TEXT | WAGETYPE TEXT | ANNUAL AMOUNT |
|---|---|---|---|
| ABEL,GIANNA | WEST BROWARD HIGH | ASST SOFTBALL-G (HS) SPR | $ 1,822.80 |
| ABREU,TARANEH | FORT LAUDERDALE HIGH | ASST FLAG FOOTBALL HS SPR | $ 662.90 |
| ACETO,SUZANNE | WESTERN HIGH | HD BEACH VOLLEYBL G(HS)SP | $ 2,210.60 |
| ADAMS,GEORGE | DILLARD 6-12 HIGH | HD BSKTBALL-G (HS) WIN | $ 1,822.80 |
| AMARRA,DIANA | NEW RIVER MIDDLE | CALLING SUBS (SUPPL) | $ 312.25 |
| AMISON,ANDREA | FORT LAUDERDALE HIGH | ASST FLAG FOOTBALL HS SPR | $ 662.90 |
| APONTE,ANALIE | DILLARD 6-12 HIGH | EXTRAPAY ART19-1ST | $ 4,800.00 |
| ARENCIBIA,CARMITA | BOULEVARD HEIGHTS ELEM | CLUB SPONSOR I | $ 392.00 |
| ARONSON,MARC | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| AVILA,VANESSA | TARAVELLA, J.P. HIGH | EXTRAPAY ART19-1ST | $ 3,000.00 |
| BARNETT,ANDREANNA | PERRY, ANNABEL C. ELEM (K-8) | HD VOLLEYBALL-G (MD) SPR | $ 1,802.80 |
| BRADSHAW,JOHNNY | WESTERN HIGH | HD SOFTBALL (HS) SPR | $ 3,036.60 |
| BROWN,JOHN ODELL | CORAL SPRINGS HIGH | HD BASEBALL-B (HS) SPR | $ 3,036.60 |
| BRYANT,MICHAEL | MIRAMAR HIGH | HD FLAG FB V & JV (HS) SP | $ 3,312.40 |
| BUMBALES,FRANK | CORAL SPRINGS HIGH | HD VOLLEYBALL-B VAR (HS)SPR | $ 2,210.60 |
| CAMPBELL,BREAH | POMPANO BEACH HIGH | HD TENNIS-G (HS) SPR | $ 1,822.80 |
| CARRADINE,ROBERT | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| CARTER,NIGEA | LANIER JAMES EDUCATION CENTER | PARA EXCEPT CTR SUPP | $ 445.00 |
| CASANOVA,MARIA | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| CASTRO,MAXIMA | MARKHAM, ROBERT C. ELEM | ESOL COORD/CONTCT | $ 632.50 |
| CESPEDES,TYLER | DILLARD 6-12 HIGH | ASST WRSTLNG-B (HS) WIN | $ 1,214.50 |
| CHERY,CREFLO | POMPANO BEACH HIGH | ASST TRACK-B (HS) SPR | $ 2,429.00 |
| CHRISTOPHER,CORY | PERRY, ANNABEL C. ELEM (K-8) | HD FLAG FB BOYS (MD) | $ 1,802.00 |
| CHRISTOPHER,CORY | PERRY, ANNABEL C. ELEM (K-8) | HD VOLLEYBALL B (MD) SPR | $ 1,802.80 |
| CLARK,IDANYA | MIRAMAR HIGH | HD FLAG FB-JV (HS) SPR | $ 1,659.00 |
| COLLINS,MAUREEN | TARAVELLA, J.P. HIGH | EXTRAPAY ART19-1ST | $ 3,000.00 |
| CUFFY,LILLIA | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| CUFFY,LILLIA | COCONUT CREEK HIGH | DEBATE (SUPPL) | $ 592.20 |
| CUNNINGHAM,MICHELLE | HOLLYWOOD HILLS HIGH | ASST VOLLEYBALL HS FALL | $ 662.90 |
| CUTLER,MATTHEW | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| DAVIS III,JAMES | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| DAVIS,CAROL | DILLARD 6-12 HIGH | EXTRAPAY ART19-1ST | $ 2,700.00 |
| DAVIS,ELLEN | COOPER CITY HIGH | EXTRAPAY ART19-2ND | $ 5,700.00 |
| DAVIS,NATHANIEL | DILLARD 6-12 HIGH | HD VOLLEYBALL-B VAR (HS)S | $ 2,210.60 |
| DE LACRUZ,ANNALIZA | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| DIAZ,MELANIE | LAUDERDALE LAKES MIDDLE | VOCAL DIRECTOR (MIDDLE) | $ 1,185.20 |
| DIDYMUS,THOMAS | POMPANO BEACH HIGH | HD TRACK-G (HS) SPR | $ 3,036.60 |
| DIPIERRO,MICHAEL | POMPANO BEACH HIGH | HD VOLLEYBALL-B VAR (HS)S | $ 2,210.60 |
| DOLEN,SEAN | DILLARD 6-12 HIGH | EXTRAPAY ART19-1ST | $ 4,800.00 |
| DOYLE,DANIEL | FOREST GLEN MIDDLE | HD FLAG FB BOYS (MD) | $ 1,822.80 |
| DOYLE,DANIEL | FOREST GLEN MIDDLE | HD VOLLEYBALL B (MD) SPR | $ 1,822.80 |
| DRAYTON,ROBIN | MIRAMAR HIGH | HD SOFTBALL (HS) SPR | $ 3,036.60 |
| DUNBAR,RICHANTIA | LAUDERHILL 6-12 STEM-MED MAGNET | HD FLAG FB GRLS (MD) | $ 1,822.80 |
| DUNCAN,CHRYSTAL | LAUDERHILL 6-12 STEM-MED MAGNET | HD VOLLEYBALL-G (MD) SPR | $ 1,822.80 |
| EAGAN,PATRICK | POMPANO BEACH HIGH | ASST FLAG FOOTBALL HS SPR | $ 1,325.80 |

**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**
**MARCH 10, 2026**

| EMPLOYEE NAME | ORG UNIT TEXT | WAGETYPE TEXT | ANNUAL AMOUNT |
|---|---|---|---|
| EDWARDS,ROXANNE | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| EISENBERG,COLTON | CORAL GLADES HIGH | ASST TRACK-B (HS) SPR | $ 2,429.00 |
| ETHRIDGE,WILLIAM D | CORAL SPRINGS HIGH | ASST ATH DIR (HS) | $ 1,062.81 |
| EVERETT,FLORISSA | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| FERNANDEZ,SERGIO | WEST BROWARD HIGH | HD SOFTBALL (HS) SPR | $ 3,036.60 |
| FIALLO-KELLY,CHRISTINA | INDIAN RIDGE MIDDLE | EXTRAPAY ART19-1ST | $ 2,100.00 |
| FIRTH,JOHNATHAN | POMPANO BEACH HIGH | HD FLAG FB-VAR (HS) SPR | $ 2,210.60 |
| FLASTER,JOANNA | FOREST GLEN MIDDLE | HD VOLLEYBALL-G (MD) SPR | $ 1,822.80 |
| FLORENTINE,KATHRYN F | CORAL SPRINGS HIGH | HD SOFTBALL (HS) SPR | $ 3,036.60 |
| FREIRE,RUBY CORIA | EVERGLADES HIGH SCHOOL | EXTRAPAY ART19-2ND | $ 2,400.00 |
| FULTON,JOSHUA | CORAL SPRINGS HIGH | HD TRACK-B (HS) SPR | $ 3,036.60 |
| GARCIA,JEFFREY | PARKWAY MIDDLE | HD VOLLEYBALL-G (MD) SPR | $ 1,822.80 |
| GARCIA,MOLLY JO | TARAVELLA, J.P. HIGH | EXTRAPAY ART19-1ST | $ 3,000.00 |
| GARCIA,ONEL D | WESTERN HIGH | HD BASEBALL-B (HS) SPR | $ 3,036.60 |
| GODFREY,PAIGE | DEERFIELD BEACH HIGH | HD TENNIS-B/G COMB (HS) SPR | $ 2,210.60 |
| GONZALEZ,ALEXUS | MIRAMAR HIGH | ASST SOFTBALL-G (HS) SPR | $ 1,822.80 |
| GOSS,JENNIFER | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| GRAY,RASHEED | PARKWAY MIDDLE | HD VOLLEYBALL B (MD) SPR | $ 1,822.80 |
| GREAVES,VINCENT | DILLARD 6-12 HIGH | HD WRSTLNG B (HS) WIN | $ 1,518.30 |
| GRONING,JAVIER | LAUDERHILL 6-12 STEM-MED MAGNET | HD VOLLEYBALL B (MD) SPR | $ 1,822.80 |
| HALL,RYAN | WESTERN HIGH | HD LACROSSE B VARHS | $ 2,210.60 |
| HAMPTON,DIVYNE | MIRAMAR HIGH | HD VOLLEYBALL-B VAR (HS)S | $ 2,210.60 |
| HARRIS,BARBARA | HALLANDALE HIGH | EXTRAPAY ART19-1ST | $ 2,700.00 |
| HEALD,STORMIE RAE | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| HEARD,SHARMAINE | CORAL SPRINGS HIGH | ATHLETIC DIR (HS) | $ 2,200.10 |
| HENDRIX JR,CHARLES | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| HERRERA,YSABELLA | MILLENNIUM 6-12 COLLEGIATE ACAD | SERVC LEARN COORD | $ 914.00 |
| HICKS,DEREK JOHN | WESTERN HIGH | HD FLAG FB-JV (HS) SPR | $ 1,659.00 |
| HOILETT,MAKIL | CORAL GLADES HIGH | HD TRACK-G (HS) SPR | $ 3,036.60 |
| HOWARD,CRAIG | MIRAMAR HIGH | HD TRACK-B (HS) SPR | $ 3,036.60 |
| HOYE,RICHARD | MILLENNIUM 6-12 COLLEGIATE ACAD | HD FLAG FB BOYS (MD) | $ 1,822.80 |
| HOYE,RICHARD | MILLENNIUM 6-12 COLLEGIATE ACAD | HD TRACK-B (MD) SPR | $ 1,822.80 |
| HOYE,RICHARD | MILLENNIUM 6-12 COLLEGIATE ACAD | HD VOLLEYBALL B (MD) SPR | $ 1,822.80 |
| HUNTER,CRYSTAL | STRANAHAN HIGH | ASST CHRLEADER-G (HS) FW | $ 1,822.80 |
| IRVING,BURLYNN | STRANAHAN HIGH | CLUB SPONSOR I | $ 294.00 |
| JACKSON,CARLTON | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| JACKSON,EMMANUEL | POMPANO BEACH HIGH | ASST TRACK-G (HS) SPR | $ 2,429.00 |
| JACKSON,PHILLIP | WEST BROWARD HIGH | HD WRSTLNG B (HS) WIN | $ 1,518.30 |
| JACKSON,PHILLIP | WEST BROWARD HIGH | HD WRSTLNG G (HS) WIN | $ 1,518.30 |
| JACKSON,TAMMARAH | NOVA HIGH | EXTRAPAY ART19-1ST | $ 2,400.00 |
| JACKSON,TAMMARAH | NOVA HIGH | EXTRAPAY ART19-2ND | $ 2,400.00 |
| JN MICHEL,ROSE | WESTWOOD HEIGHTS ELEM | MED. PROC. INCENTIVE | $ 300.00 |
| JOHNSON,XAVIER | WESTERN HIGH | HD LACROSSE G VARHS | $ 2,210.60 |
| JONES,JERRY | TARAVELLA, J.P. HIGH | ASST BSKTBALL-B (HS WIN | $ 1,214.50 |
| JONES,NICOLE | ORANGE BROOK ELEM | PARA BRKFST ELEM | $ 225.00 |

**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**
**MARCH 10, 2026**

| EMPLOYEE NAME | ORG UNIT TEXT | WAGETYPE TEXT | ANNUAL AMOUNT |
|---|---|---|---|
| JOSEPH,AKAMBA | LAUDERHILL 6-12 STEM-MED MAGNET | HD FLAG FB BOYS (MD) | $ 1,822.80 |
| JULIENNE,ARLENE | MEADOWBROOK ELEM | CALLING SUBS (SUPPL) | $ 562.20 |
| KEUNG,TZEMAN | NOVA HIGH | HD WTR POL-B/G COMB (HS)S | $ 1,579.00 |
| KINLOCH,RENAY | MIRAMAR HIGH | HD TRACK-G (HS) SPR | $ 3,036.60 |
| LAROQUE,JACOB | SOUTH BROWARD HIGH | ASST BASEBALL-B (HS) SPR | $ 911.40 |
| LAWRENCE,CLAUDINE | MILLENNIUM 6-12 COLLEGIATE ACAD | HD FIELD EVENTS B (MD) SP | $ 1,822.80 |
| LAWRENCE,CLAUDINE | MILLENNIUM 6-12 COLLEGIATE ACAD | HD FIELD EVENTS G (MD) SP | $ 1,822.80 |
| LEGAGNEUR,LINDSEY | COLBERT ELEM | BROW TRUANCY INTV PROG | $ 511.00 |
| LEITH,TRIZEL | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| LENARD,BORI | FORT LAUDERDALE HIGH | HD FLAG FB V & JV (HS) SP | $ 3,312.40 |
| LENCHUS,GISELLE | POMPANO BEACH HIGH | HD TRACK-B (HS) SPR | $ 3,036.60 |
| LUMINTAC,EMILYN | SOUTH PLANTATION HIGH | EXTRAPAY ART19-1ST | $ 4,200.00 |
| MADRY,JASMINE | WESTERN HIGH | ASST TRACK-G (HS) SPR | $ 2,429.00 |
| MARTIN,SHENARD | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| MARTIN,SHENARD | COCONUT CREEK HIGH | HD FLAG FB V & JV (HS) SP | $ 3,312.40 |
| MARTINEZ,RUTH | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| MAXWELL,ASHIA | SUNSET LAKES ELEM | CLUB SPONSOR I | $ 176.40 |
| MCCLOVER,CHRISTOPHER | LANIER JAMES EDUCATION CENTER | PARA EXCEPT CTR SUPP | $ 445.00 |
| MCGUIRE,JOHN | POMPANO BEACH HIGH | HD SOFTBALL (HS) SPR | $ 3,036.60 |
| MESSANO,DOMINICK | POMPANO BEACH HIGH | HD TENNIS-B (HS) SPR | $ 1,822.80 |
| MILLER III,ALEXANDER | CRYSTAL LAKE MIDDLE | HD FLAG FB BOYS (MD) | $ 1,822.80 |
| MILLER,ALISHA | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| MOODY,DELORIS | MARTIN LUTHER KING JR ELEM | PARA BRKFST ELEM | $ 358.40 |
| MORALES,ANIER | WESTERN HIGH | ASST BASEBALL-B (HS) SPR | $ 1,822.80 |
| NAZARIO,GENEVIEVE | BOULEVARD HEIGHTS ELEM | YEARBOOK SPONSOR | $ 625.00 |
| OBRIEN,JAMES | WESTERN HIGH | HD FLAG FB-VAR (HS) SPR | $ 2,210.60 |
| OKEEFE,SERAH | MONARCH HIGH | HD BEACH VOLLEYBL G(HS)SP | $ 2,210.60 |
| ORTA-PEREZ,SAHAMARIS | BOULEVARD HEIGHTS ELEM | CLUB SPONSOR I | $ 392.00 |
| OTTO,NORCLIFFE | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| PALARCA,SHERILEEN | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| PANGILINAN,SYRELL | BOULEVARD HEIGHTS ELEM | CLUB SPONSOR 2 | $ 392.00 |
| PANGILINAN,SYRELL | BOULEVARD HEIGHTS ELEM | CLUB SPONSOR I | $ 392.00 |
| PEREZ,JOSHUA | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| PEW,HALEY | WESTWOOD HEIGHTS ELEM | MED. PROC. INCENTIVE | $ 300.00 |
| PHILLIPS,GLENN | MARKHAM, ROBERT C. ELEM | CHRPERSON/TEAM LEADER | $ 717.20 |
| PIERRE,NICKY | LAUDERDALE LAKES MIDDLE | OTHER CLASS SPONSOR | $ 392.00 |
| PIERRE,WIBENSON | DILLARD 6-12 HIGH | ASST TRACK-B (HS) SPR | $ 2,429.00 |
| PITTERS-LEVY,SHARON | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| PORRAS,SHANTHEL | OAKLAND PARK ELEM | PARA BRKFST ELEM | $ 243.75 |
| PROSPERE,BRYNA | NOVA HIGH | CAFETERIA DUTY/BREAKFAST | $ 286.80 |
| QUDROT-E-KHUDA,NAUREEN | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| RAWLS,SHAYLA | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| RICHARDS,KARENA | LAUDERHILL 6-12 STEM-MED MAGNET | HD TRACK-B (MD) SPR | $ 1,822.80 |
| RICHARDS,STEPHEN | SOUTH BROWARD HIGH | ASST BASEBALL-B (HS) SPR | $ 911.40 |
| RICHARDSON,TANISHA | LAUDERHILL 6-12 STEM-MED MAGNET | HD TRACK-G (MD) SPR | $ 1,822.80 |

**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**
**MARCH 10, 2026**

| EMPLOYEE NAME | ORG UNIT TEXT | WAGETYPE TEXT | ANNUAL AMOUNT |
|---|---|---|---|
| ROBERTS,DESTINY | LAUDERDALE LAKES MIDDLE | YOUTH CRIME WATCH | $ 717.00 |
| ROBERTS,SAMANTHA | BENNETT ELEM | MED. PROC. INCENTIVE | $ 1,350.00 |
| ROBINSON,JASMINE | MILLENNIUM 6-12 COLLEGIATE ACAD | HD FLAG FB GRLS (MD) | $ 1,822.80 |
| ROBINSON,JASMINE | MILLENNIUM 6-12 COLLEGIATE ACAD | HD TRACK-G (MD) SPR | $ 1,822.80 |
| ROBINSON,JASMINE | MILLENNIUM 6-12 COLLEGIATE ACAD | HD VOLLEYBALL-G (MD) SPR | $ 1,822.80 |
| ROSE,ROBERT | POMPANO BEACH HIGH | HD LACROSSE G VARHS | $ 2,210.60 |
| ROWLAND,VALERIE | WESTCHESTER ELEM | CLUB SPONSOR I | $ 392.00 |
| RUCKER,MARK | WESTPINE MIDDLE | HD FLAG FB GRLS (MD) | $ 1,822.80 |
| SAMIA,LEONARD | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| SANTIAGO,VITIN | MIRAMAR HIGH | ASST BSKTBALL-G (HS WIN | $ 1,214.50 |
| SARMIENTO,EMMILY | FORT LAUDERDALE HIGH | TESTING COORDINATOR | $ 1,100.00 |
| SHOATS,KIARA | SOUTH BROWARD HIGH | ASST BSKTBALL-G (HS WIN | $ 2,429.00 |
| SIMMS,SAVANNAH | MONARCH HIGH | MED. PROC. INCENTIVE | $ 750.00 |
| SIMONTON,KYLIE | WESTERN HIGH | HD TENNIS-G (HS) SPR | $ 1,822.80 |
| SMITH,LAKENDRA | HALLANDALE HIGH | EXTRAPAY ART19-1ST | $ 2,700.00 |
| SMITH,VOSHAUN | DILLARD 6-12 HIGH | EXTRAPAY ART19-1ST | $ 2,700.00 |
| STEINER,ROBERT | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| STRIGGLES,DORIS | LANIER JAMES EDUCATION CENTER | PARA EXCEPT CTR SUPP | $ 445.00 |
| STUBBS,JACRI | MIRAMAR HIGH | HD VOLLEYBALL-B JV (HS)S | $ 1,659.00 |
| SUAREZ,NORISLEIDY | HARBORDALE ELEM | MENTOR PROG 1 | $ 500.00 |
| TATUM,TASHIEKA | CORAL SPRINGS HIGH | HD BEACH VOLLEYBL G(HS)SPR | $ 2,210.60 |
| TULLY,CHRISTOPHER | CORAL SPRINGS HIGH | HD TENNIS-B/G COMB (HS) SPR | $ 2,210.60 |
| VAN SMITH,BRIAN | WEST BROWARD HIGH | ASST TRACK-B (HS) SPR | $ 2,429.00 |
| VELAZQUEZ,ARLENE | PINEWOOD ELEM | MED. PROC. INCENTIVE | $ 1,275.00 |
| WAGNER,LOURDES | SEA CASTLE ELEM | PARA BRKFST ELEM | $ 525.00 |
| WALKER,EBONY | DANIA ELEM | CALLING SUBS (SUPPL) | $ 937.00 |
| WARD,JASON | POMPANO BEACH HIGH | ASST BASEBALL-B (HS) SPR | $ 1,822.80 |
| WEINSTEIN,WAYNE | POMPANO BEACH HIGH | ASST BASEBALL-B (HS) SPR | $ 1,822.80 |
| WESLEY II,SYLVESTER | LANIER JAMES EDUCATION CENTER | PARA EXCEPT CTR SUPP | $ 445.00 |
| WIGGINS,CLIFFORD | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| WILSON,JOYCELYN | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| WRAY,BRANDON | COCONUT CREEK HIGH | BLCK EXTRPER SEM 2 | $ 6,000.00 |
| YOUNG,CHRISTIAN | DILLARD 6-12 HIGH | HD LACROSSE B VARHS | $ 2,210.60 |
| ZAJKOWSKI,ERIC L | CORAL GLADES HIGH | ASST SOFTBALL-G (HS) SPR | $ 1,822.80 |
| | | | **$ 422,588.71** |

**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**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | H. Human Resources |
| **DEPARTMENT:** | Compensation |

| | |
|---|---|
| Agenda Item Number: | H-4. |
| Consent or Open Item: | Consent |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**Proposed Revised Job Description for the Sergeant Position**

**REQUESTED ACTION:**

**Approved the Proposed Revised Job Description for the Sergeant Position. Safety & Security Operations. 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
- Job Description

**FINANCIAL IMPACT:**

There is no additional 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: | Michael G. Gregory | Phone: | 754-321-2655 |
| Name: | Dr. Ernie Lozano | Phone: | 754-321-1840 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Senior Leader & Title

Michael G. Gregory, Chief Safety and Security Officer

Signature

Michael G. Gregory, Chief Safety and Security Officer Feb 11,

Electronic Signature

Approved in Open Board Meeting On: March 10, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:

Name: Michael G. Gregory
Title: Chief Safety & Security Officer
Phone: 754-321-2655

**EXECUTIVE SUMMARY**

Proposed Revised Job Description for the Sergeant Position

**Board Meeting Date:** March 10, 2026

**Requested Action:** Approve the proposed revised job description for the Sergeant Position.

**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":** The recommended modifications being made to the job description will align the reporting structure, position goal, performance responsibilities, and qualifications of the position based upon the expected scope of work being performed District-wide, while also broadening the pool of candidates and aligning with current law enforcement best practices.
**- If the School Board votes "No":** The recommended modifications being made to the job description will not align and the position will remain under an outdated job description that does not accurately reflect the reporting structure, position goal, performance responsibilities and qualifications, resulting in a limited pool of candidates and not aligning with current law enforcement best practices.

**Background/History**
The proposed job description revisions will ensure the position is accurately aligned with the current expectations, responsibilities, and qualifications needed to align with current law enforcement best practices which are essential for operational effectiveness, legal compliance, organizational resilience and district specific operational needs. The Compensation team provided the respective labor representatives with copies of the revised job description for review. Applicable feedback received prior to the submission of this item was incorporated where appropriate.

**Alignment to 2027 Goals and Guardrails:** Business Operations

**Measurable Outcome(s)/Return on Investment:** The proposed job description revisions will ensure the appropriate description for this critical position that is responsible for providing leadership, supervision, and operational oversight to ensure the safety and security of students, staff, and school facilities. This position is responsible for directing and supporting police department staff in enforcing laws, district policies, and safety protocols within an educational environment while fostering an environment that supports both mental and physical health. The Sergeant promotes a culture of trust, accountability, and proactive problem-solving while ensuring professionalism, integrity, and adherence to district standards.

**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:** 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**
**JOB DESCRIPTION**

**POSITION TITLE:** Sergeant
**JOB CODE:** Y-005
**CLASSIFICATION**: Non-Exempt
**SALARY BAND:** Police Benevolent Association (PBA) Salary Schedule - Sergeant
**BARGAINING UNIT:** PBA
**REPORTS TO:** Chief of Police ~~Director, Professional Practices, Lieutenant~~, or Designee
**CONTRACT YEAR:** Twelve Months

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**POSITION GOAL:**
The Broward County School Police Sergeant, under the command of the Chief of Police, provides leadership, supervision, and operational oversight to ensure the safety and security of students, staff, and school facilities. This position is responsible for directing and supporting police department staff in enforcing laws, district policies, and safety protocols within an educational environment while fostering an environment that supports both mental and physical health. The Sergeant promotes a culture of trust, accountability, and proactive problem-solving while ensuring professionalism, integrity, and adherence to district standards.

~~To assist and support the Chief, School Police, in providing a safe and supportive learning environment by serving as a resource for students, parents, staff and the community.~~

**ESSENTIAL PERFORMANCE RESPONSIBILITIES:**
**The Sergeant, shall carry out the performance responsibilities listed below:**

- Supervise staff as assigned in the performance of job duties.
- Support the Safety, Security and Emergency Preparedness Division by providing Broward County School District with on-site professional safety and security and law enforcement services.
- Perform all functions of a sworn law enforcement officer in compliance with F.S. 943.10 and F.S.1006.12.
- Develop and implement performance evaluations for assigned staff, including coaching and mentoring to support career development.
- Ensure compliance with constitutional policing standards, use-of-force policies, and ethical conduct guidelines.
- Serve as Incident Commander during critical events in accordance with the Incident Command System/National Incident Management System (ICS/NIMS) protocols.
- Monitor officer wellness and provide referrals to Employee Assistance Programs when needed.
- Analyze crime trends and school safety data to inform proactive strategies and resource deployment.
- Participate in community engagement initiatives and problem-oriented policing strategies beyond traditional enforcement.
- Coordinate and deliver structured in-service training for subordinates on legal updates, de-escalation, procedural justice, crisis intervention and others as designated by the Chief of Police.
- Assist in budget planning and resource allocation for safety and security operations.
- Protect and secure the school site and occupants during on or off campus school activities that occur before or after normally scheduled hours.
- Perform the duties of a School Safety Officer in the absence of or to supplement a School Safety Officer coverage.
- Manage job performance and address concerns raised by assigned staff.
- Participate in the Behavioral Threat Assessment and Suicide Risk Assessment processes, as required.
- Develop, organize and maintain department training records.
- Promote positive interaction and enhance relations between students and law enforcement by enhancing the students' knowledge of law enforcement structure, concepts and functions.
- Provide assistance and support to crime victims within the school setting.
- Provide educational programs and instructional activities to students concerning crime prevention and of their rights, obligations and responsibilities.
- Provide assistance related to the Florida School Safety Risk Assessment Tool.

- Serve as a liaison to law enforcement agencies and community agencies that have a mutual interest and concern for the safety and security of the District for the area in which they are assigned and directed by the immediate supervisor.
- Provide guidance to staff or others as directed, to effectively conduct investigations in conjunction with the immediate supervisor.
- Assist with the development or enhancement of District procedures related to safety and security and provide recommendations for revisions to procedures, as appropriate.
- Conduct criminal and administrative investigations as directed by the immediate supervisor and prepare detailed case documentation including written reports which are clear, concise, thorough and completed under strict timelines.
- ~~Prepare strong documentation and written reports which are clear, concise, thorough and completed under strict timelines.~~
- Conduct analysis of safety and security incidents to assist with the determination of security needs and/or programs for a location; report findings with recommendations for implementation; make oral presentations and conduct training to District personnel.
- Review investigative reports and take appropriate action to address issues.
- Assist other law enforcement agencies, Child Protective Investigations Section (CPIS), Florida Department of Children and Families (DCF) with School District related investigations.
- Provide required assistance in the handling of emergency situations by taking appropriate action, including making arrests, as necessary.
- Subject to emergency call back during off duty hours.
- Represent the District in administrative and/or criminal hearings by providing accurate, clear, and concise testimony.
- Perform and promote all activities in compliance with the equal employment and non-discrimination policies of The School Board of Broward County, Florida.
- Participate in training programs offered to enhance the skills and proficiency related to the job responsibilities, participate annually in crisis intervention team training.
- Review current developments, literature and technical sources of information related to job responsibilities.
- Ensure adherence to safety rules and procedures.
- Follow federal, state and local laws, as well as School Board policies.
- Perform other duties as assigned by the immediate supervisor, or designee.

**MINIMUM QUALIFICATIONS & EXPERIENCE:**

- An earned associate degree or minimum of 60 credit hours with evidence of successful completion of college level courses in <u>one of the following:</u> criminal justice, criminology, public administration, <u>psychology, education, social work,</u> law enforcement or <u>public safety</u> related field from an accredited institution.
- A minimum of eight (8) years of experience as a sworn law enforcement officer <u>with at least</u> ~~and~~ two (2) ~~years'~~ of <u>those years in a</u> supervisory <u>role</u> ~~experience~~ as <u>a Sergeant or above</u> ~~sworn law enforcement officer~~.

<u>OR</u>

- <u>A minimum of twelve (12) years as a sworn law enforcement officer.</u>

<u>AND</u>

- Currently hold and actively maintain a valid certificate of compliance for Law Enforcement Officers in good standing from the State of Florida Commission on Criminal Justice Standards and Training.
- <u>Current School Board employees must hold permanent status and not be in probationary status.</u>
- Must possess and maintain a valid Florida Driver's License.
- Prior experience working with students or adolescents.
- Effective verbal and written communications skills, in order to work with all levels of District and school-based staff, parents' students, community representatives and law enforcement agencies.
- ~~Prior experience preparing thorough detailed documentation.~~
- Prior experience preparing thorough documentation with a demonstrated ability to produce written reports, under strict timelines, that are clear, concise, and thorough; ability to clearly and accurately communicate facts of case.
- Demonstrated ability to clearly and accurately communicate facts during criminal or administrative proceedings
- Computer skills as required for the position, to include Microsoft Office.



DRAFT

**PREFERRED QUALIFICATIONS & EXPERIENCE:**

- An earned bachelor's degree or higher in criminal justice, criminology, public administration, law enforcement or related field from an accredited institution.
- Knowledge of the Incident Command System and other nationally mandated coordination and collaboration strategies, policies and procedures for emergency planning, preparedness, management and response.
- Advanced law enforcement certifications and training in the area of School Resource Officer courses.
- Bilingual skills.

**SIGNIFICANT CONTACTS – frequency, contact, purpose, and desired end result:**
Frequently works with staff, at all levels, throughout the District; students, parents, community, and law enforcement personnel to ensure the safety and security of District students, staff, stakeholders and sites.

**PHYSICAL REQUIREMENTS:**
Heavy Work: This position requires exerting substantial physical effort, including lifting, carrying, or assisting individuals or objects weighing 135 pounds or more. Employees must be able to perform these tasks safely and meet all physical demands of the role.

~~Medium work: Exerting up to 50 pounds of pressure occasionally and/or up to 20 pounds of force frequently and /or up to 10 pounds of force as frequently as needed to move objects and to meet all requirements of the role.~~

Must be able to perform physically demanding law enforcement tasks, including:

Running short and long distances during foot pursuits.
Climbing over and around obstacles.
Dragging or carrying individuals or objects weighing 135 lbs. or more during emergency situations.
Applying physical control techniques to restrain resisting subjects.
Maintaining cardiovascular endurance and muscular strength consistent with Broward College Criminal Justice Institute/Police Academy Physical Ability Test standards.

**TERMS OF EMPLOYMENT:**
Salary and benefits shall be paid consistent with the School District's approved compensation plan. Length of the work year and hours of employment shall be those established by the School Board.

Completion of a recognized law enforcement line-supervision class, within six (6) months of promotion unless, due to the unavailability of the class, the Chief of Police extends the required time frame by six (6) additional months.

**EVALUATION:**
Performance will be evaluated in accordance with Board Policy.

**PUBLIC RECORDS EXEMPTION:**
Positions assigned to this job description are public records exempt according to provisions of FL§119.071.

Board Approved: 5/18/21
Board Adopted: 6/15/21
2024-2025 Organizational Chart
Reporting Change: 5/21/24
Board Approved: 12/17/24
Bargaining Unit & Reporting Change
Revised as Amended: 6/17/25



DRAFT

Status: REVISED

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | H. Human Resources |
| **DEPARTMENT:** | Human Resources |

| | |
|---|---|
| Agenda Item Number: | H-5. |
| Consent or Open Item: | Consent |
| Special Order: | NO |
| Time for Special Order: | N/A |

**TITLE:**

**2026-2027 Schools & Admin. Offices Summer Calendar, Personnel Work Day ADDITIONAL INFORMATION**

**REQUESTED ACTION:**

**Approve the 2026-2027 Schools & Administrative Offices Calendar, Personnel Workday Summary, 208 (A&B) Work Calendars and 2027 Summer Term Calendar for Community Schools and Technical Colleges. 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:**

- Additional Information Memo
- Memo to Revise

**FINANCIAL IMPACT:**

There is not 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: | David Azzarito | Phone: | 754-321-2170 |
| 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 Feb 4, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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 26, 2026

TO: School Board Members

FROM: Dr. Ernie Lozano
Chief Human Resources Officer

VIA: Dr. Howard Hepburn
Superintendent of Schools

SUBJECT: **ADDITIONAL INFORMATION FOR H-5, 2026-2027 SCHOOLS & ADMIN. OFFICES SUMMER CALENDAR, PERSONNEL WORKDAY, FOR THE MARCH 10, 2026, REGULAR SCHOOL BOARD MEETING**

Attached is additional information regarding H-5, 2026-2027 Schools & Admin. Offices Summer Calendar, Personnel Workday, for the March 10, 2026, Regular School Board Meeting.

- The attached 2026-2027 Schools & Admin. Offices Summer Calendar, Personnel Workday.

HH/EL/DA:tj
Attachment

For more information, please contact:

Name: Dr. Ernie Lozano
Title: Chief Human Resources Officer
Phone: 754-321-1840

**EXECUTIVE SUMMARY**

## 2026-2027 Schools & Admin. Offices Summer Calendar, Personnel Workday

**Board Meeting Date: March 10, 2026**

**Requested Action:**
Approve the 2026-2027 Personnel Workday and Summer 2027 Calendars for Community Schools and Technical Colleges.

**School Board Policy Requirement/Authority:**
Policy 1110 – General Powers, Duties, and Responsibilities of the District School Board
Policy 6001 – School Calendar

**Statutory Requirement/Authority:**
1001.42 – Powers and Duties of 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 work calendars will be implemented and used by staff to set up scheduling, and probationary periods in accordance with collective bargaining agreements.
- **If the School Board votes "No":** Without board approval, there will be a delay in work calendars being implemented and used by staff to set up scheduling, and probationary periods in accordance with collective bargaining agreements.

**Background/History**
Annual adoption of the School Calendar is required per Board Policy 6001. On October 14, 2025, the School Board of Broward County, Florida approved the 196 Day School/Personnel Calendar for the 2026-27 and the 2027-28 school years. Following approval of the 2026-27 School Calendar, staff in conjunction with the Superintendent's Calendar Committee developed the corresponding 2026-27 Schools & Administrative Officed Calendar, Personnel Workday Summary, 208 (A&B) Personnel Work Calendars, and the Summer Term 2027 Calendar for Community Schools and Technical Colleges.

**Alignment to 2027 Goals and Guardrails:**
Business Operations

**Measurable Outcome(s)/Return on Investment:**
Successful implementation of the provisions of the agreement.

**Financial Impact, Funding Source & Budget Status:**

| 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

**2026-27 School / Personnel Calendar Summary**

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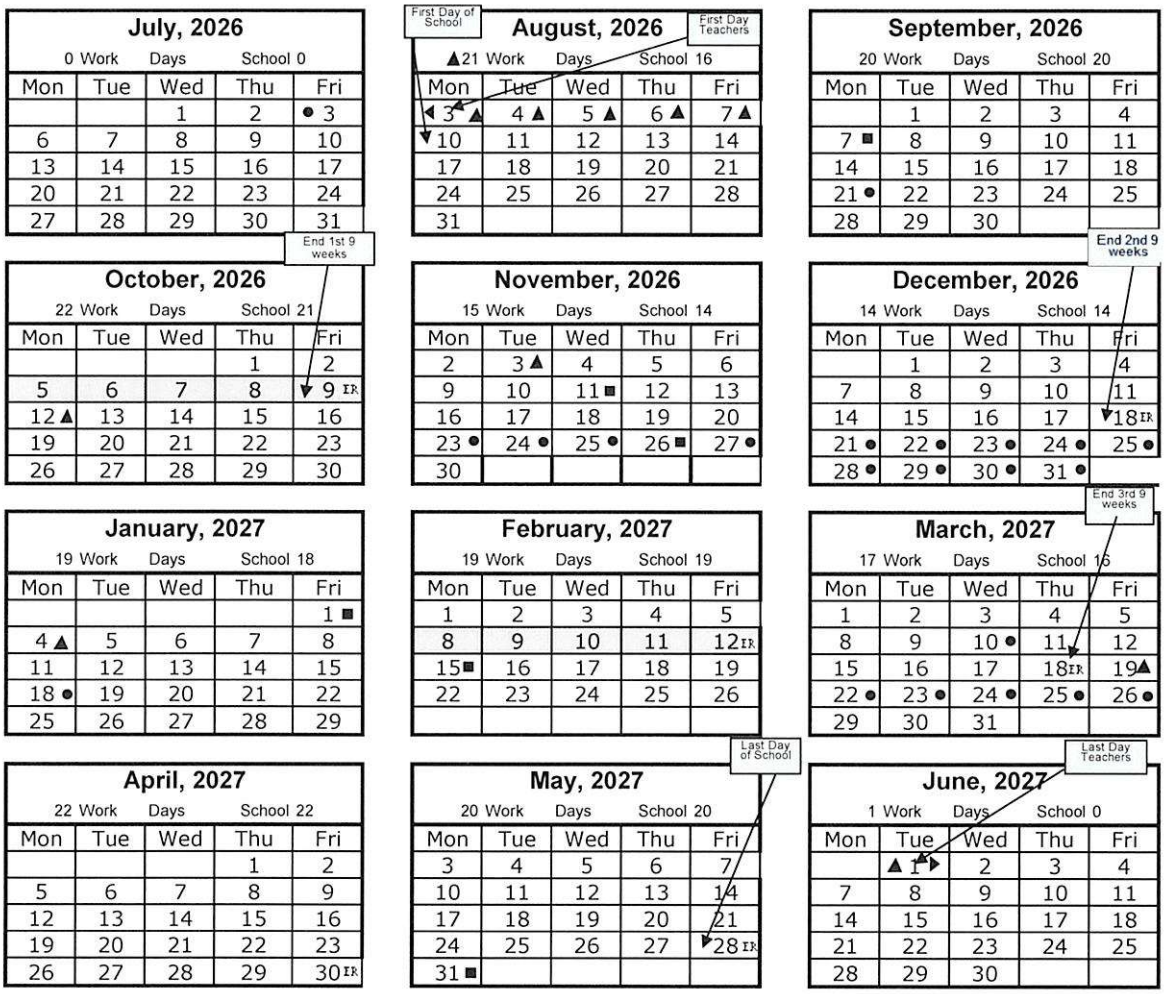

| **Calendar Type** | **Page #** |
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| Personnel Work Day Summary | 2-6 |
| Calendar for 208A Day Personnel | 7 |
| Calendar for 208B Day Personnel | 8 |
| Community Schools and Technical Colleges Calendar – 2027 | 9 |


**Calendar for 196 Day Personnel (Board Approved 10/14/2025)**

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

## School Year 2026 - 2027

**Option #1: First Day Monday August 10, 2026; Semester 1 ends Dec. 18, 2026; Winter Break Dec. 21, 2026-Jan. 1, 2027; Spring Break March 22-26; Last Day May 28, 2027**




**Please Note: Semester exams will occur prior to Winter Break.**

Thanksgiving Break – Monday, November 23, 2026 through Friday, November 27, 2026.

School Winter Break - Monday, December 21, 2026 through Friday, January 1, 2027. Students return Tuesday, January 5, 2027.

Early Release Day - Friday, February 12, 2027, *"A Day of Service and Love"*

*Early Release Days - 10/9/26, 12/18/26, 3/18/27, 4/30/27 & 5/28/27*

School Spring Break - Monday, March 22, 2027 through Friday, March 26, 2027. Students return Monday, March 30, 2027.

FTE Survey 2 – October 5 - 9, 2026 FTE Survey 3 – February 8 - 12, 2027

**Codes Used on Calendar**

| | |
|---|---|
| ◄ | Begin 196 Day Personnel |
| ► | Last Day 196 Day Personnel |
| ● | Day Off |
| ■ | Paid Holiday |
| ▲ | Teacher Planning |
| ER | Early Release |
| | FTE Week |

Severe Weather Make-Up Days: 10/9/26, 12/18/26, 3/18/27, 4/30/27 & 5/28/27

## 2026-2027 Personnel Work Day Summary

Employees should use this summary to review their first and last day of work as well as their days (paid/unpaid) off. Paid days off are in accordance to the Collective Bargaining Agreements and Meet and Confer Groups. Employees earn sick leave based on Florida State Statute 1012.61. Employees on a vacation earning calendar accrue vacation time in accordance to School Board Policy 4480. Employees can use the Schools and Administrative Offices Calendar to view when schools and/or offices are closed.

| Work Calendar Days | Personnel Groups (Collective Bargaining Units/Meet & Confer Groups) | First Day of Work | Days Off (Paid/Unpaid) | | | Last Day of Work |
|---|---|---|---|---|---|---|
| 187 | **Clerical/Secretarial-FOPE**<br>***7 Paid Days**: Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, New Year's Day, Presidents' Day, Memorial Day*<br>****For 2026-2027 Only, Memorial Day will be switched with MLK Day (1/18/2027) as a paid day due to 187 employees being off calendar on Memorial Day 2027.** | 8/10/2026 (Monday) | **9/7/2026**<br>11/3/2026<br>11/24/2026<br>**11/27/2026**<br>12/23/2026<br>12/28/2026<br>12/31/2026<br>**1/18/2027**<br>3/19/2027<br>3/24/2027 | 9/21/2026<br>**11/11/2026**<br>11/25/2026<br>12/21/2026<br>12/24/2026<br>12/29/2026<br>**1/1/2027**<br>**2/15/2027**<br>3/22/2027<br>3/25/2027 | 10/12/2026<br>11/23/2026<br>**11/26/2026**<br>12/22/2026<br>12/25/2026<br>12/30/2026<br>1/4/2027<br>3/10/2027<br>3/23/2027<br>3/26/2027 | 5/28/2027 (Friday) |
| 189 | **Education Support Professionals (ESP), Campus Monitor**<br>***6 Paid Days**: Labor Day, Veterans Day, Thanksgiving Day, New Year's Day, Presidents' Day, Memorial Day*<br>****For 2026-2027 Only, Memorial Day will be switched with MLK Day (1/18/2027) as a paid day due to 189 employees being off calendar on Memorial Day 2027.** | 8/5/2026 (Wednesday) | **9/7/2026**<br>11/3/2026<br>11/24/2026<br>11/27/2026<br>12/23/2026<br>12/28/2026<br>12/31/2026<br>**1/18/2027**<br>3/19/2027<br>3/24/2027 | 9/21/2026<br>**11/11/2026**<br>11/25/2026<br>12/21/2026<br>12/24/2026<br>12/29/2026<br>**1/1/2027**<br>**2/15/2027**<br>3/22/2027<br>3/25/2027 | 10/12/2026<br>11/23/2026<br>**11/26/2026**<br>12/22/2026<br>12/25/2026<br>12/30/2026<br>1/4/2027<br>3/10/2027<br>3/23/2027<br>3/26/2027 | 5/28/2027 (Friday) |
| 192A | **Food Service Workers**<br>***9 Paid Days**: Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, First Weekday of Winter Break, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day*<br>****For 2026-2027 Only, Memorial Day will be switched with the Day Off (3/26/2027) as a paid day due to 192A employees being off calendar on Memorial Day 2027.** | 8/5/2026 (Wednesday) | **9/7/2026**<br>11/3/2026<br>11/24/2026<br>**11/27/2026**<br>12/23/2026<br>12/28/2026<br>12/31/2026<br>**1/18/2027**<br>3/19/2027<br>3/24/2027 | 9/21/2026<br>**11/11/2026**<br>11/25/2026<br>**12/21/2026**<br>12/24/2026<br>12/29/2026<br>**1/1/2027**<br>**2/15/2027**<br>3/22/2027<br>3/25/2027 | 10/12/2026<br>11/23/2026<br>**11/26/2026**<br>12/22/2026<br>12/25/2026<br>12/30/2026<br>1/4/2027<br>3/10/2027<br>3/23/2027<br>**3/26/2027** | 5/28/2027 (Friday) |

## 2026-2027 Personnel Work Day Summary

Employees should use this summary to review their first and last day of work as well as their days (paid/unpaid) off. Paid days off are in accordance to the Collective Bargaining Agreements and Meet and Confer Groups. Employees earn sick leave based on Florida State Statute 1012.61. Employees on a vacation earning calendar accrue vacation time in accordance to School Board Policy 4480. Employees can use the Schools and Administrative Offices Calendar to view when schools and/or offices are closed.

| Work Calendar Days | Personnel Groups (Collective Bargaining Units/Meet & Confer Groups) | First Day of Work | Days Off (Paid/Unpaid) | | | Last Day of Work |
|---|---|---|---|---|---|---|
| 192B | **Bus Operator, Bus Attendant**<br>***8 Paid Days**: Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day*<br>***Planning Days**: 8/6/25, 8/7/25, 8/8/25 & 1/5/26*<br>****For 2026-2027 Only, Memorial Day will be switched to the Day after Thanksgiving (11/27/2026) as a paid day due to 192B employees being off calendar on Memorial Day 2027.** | 8/5/2026 (Wednesday) | **9/7/2026**<br>11/3/2026<br>11/24/2026<br>**11/27/2026**<br>12/23/2026<br>12/28/2026<br>12/31/2026<br>**1/18/2027**<br>3/19/2027<br>3/24/2027 | 9/21/2026<br>**11/11/2026**<br>11/25/2026<br>12/21/2026<br>12/24/2026<br>12/29/2026<br>**1/1/2027**<br>**2/15/2027**<br>3/22/2027<br>3/25/2027 | 10/12/2026<br>11/23/2026<br>**11/26/2026**<br>12/22/2026<br>**12/25/2026**<br>12/30/2026<br>1/4/2027<br>3/10/2027<br>3/23/2027<br>3/26/2027 | 5/28/2027 (Friday) |
| 196 | **Instructional, Education Support Professionals (ESP), Staff Developer**<br>**6 Paid Days:** *Labor Day, Veterans Day, Thanksgiving Day, New Year's Day, Presidents' Day, Memorial Day* | 8/3/2026 (Monday) | **9/7/2026**<br>11/23/2026<br>**11/26/2026**<br>12/22/2026<br>12/25/2026<br>12/30/2026<br>1/18/2027<br>3/22/2027<br>3/25/2027 | 9/21/2026<br>11/24/2026<br>11/27/2026<br>12/23/2026<br>12/28/2026<br>12/31/2026<br>**2/15/2027**<br>3/23/2027<br>3/26/2027 | **11/11/2026**<br>11/25/2026<br>12/21/2026<br>12/24/2026<br>12/29/2026<br>**1/1/2027**<br>3/10/2027<br>3/24/2027<br>**5/31/2027** | 6/1/2027 (Tuesday) |
| 197 | **Clerical/Secretarial-FOPE**<br>**7 Paid Days:** *Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, New Year's Day, Presidents' Day, Memorial Day* | 8/3/2026 (Monday) | **9/7/2026**<br>11/23/2026<br>**11/26/2026**<br>12/22/2026<br>12/25/2026<br>12/30/2026<br>1/18/2027<br>3/22/2027<br>3/25/2027 | 9/21/2026<br>11/24/2026<br>**11/27/2026**<br>12/23/2026<br>12/28/2026<br>12/31/2026<br>**2/15/2027**<br>3/23/2027<br>3/26/2027 | **11/11/2026**<br>11/25/2026<br>12/21/2026<br>12/24/2026<br>12/29/2026<br>**1/1/2027**<br>3/10/2027<br>3/24/2027<br>**5/31/2027** | 6/1/2027 (Tuesday) |
| 199 | **Security Specialist, Campus Security Manager 6 Paid Days:** *Labor Day, Veterans Day, Thanksgiving Day, New Year's Day, Presidents' Day, Memorial Day* | 7/30/2026 (Thursday) | **9/7/2026**<br>11/23/2026<br>**11/26/2026**<br>12/22/2026<br>12/25/2026<br>12/30/2026<br>1/18/2027<br>3/22/2027<br>3/25/2027 | 9/21/2026<br>11/24/2026<br>11/27/2026<br>12/23/2026<br>12/28/2026<br>12/31/2026<br>**2/15/2027**<br>3/23/2027<br>3/26/2027 | **11/11/2026**<br>11/25/2026<br>12/21/2026<br>12/24/2026<br>12/29/2026<br>**1/1/2027**<br>3/10/2027<br>3/24/2027<br>**5/31/2027** | 6/2/2027 (Wednesday) |

## 2026-2027 Personnel Work Day Summary

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| Work Calendar Days | Personnel Groups (Collective Bargaining Units/Meet & Confer Groups) | First Day of Work | Days Off (Paid/Unpaid) | | | Last Day of Work |
|---|---|---|---|---|---|---|
| 204A | **Armed Safe School Officer**<br>**6 Paid Days:** *Labor Day, Veterans Day, Thanksgiving Day, New Year's Day, Presidents' Day, Memorial Day* | 7/23/2026 (Thursday) | **9/7/2026**<br>11/23/2026<br>**11/26/2026**<br>12/22/2026<br>12/25/2026<br>12/30/2026<br>1/18/2027<br>3/22/2027<br>3/25/2027 | 9/21/2026<br>11/24/2026<br>11/27/2026<br>12/23/2026<br>12/28/2026<br>12/31/2026<br>**2/15/2027**<br>3/23/2027<br>3/26/2027 | **11/11/2026**<br>11/25/2026<br>12/21/2026<br>12/24/2026<br>12/29/2026<br>**1/1/2027**<br>3/10/2027<br>3/24/2027<br>**5/31/2027** | 6/2/2027 (Wednesday) |
| 204B | **School Food Service Cafeteria Manager**<br>**9 Paid Days:** *Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, First Weekday of Winter Break, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day* | 7/27/2026 (Monday) | **9/7/2026**<br>11/23/2026<br>**11/26/2026**<br>12/22/2026<br>12/25/2026<br>12/30/2026<br>**1/18/2027**<br>3/22/2027<br>3/25/2027 | 9/21/2026<br>11/24/2026<br>**11/27/2026**<br>12/23/2026<br>12/28/2026<br>12/31/2026<br>**2/15/2027**<br>3/23/2027<br>3/26/2027 | **11/11/2026**<br>11/25/2026<br>**12/21/2026**<br>12/24/2026<br>12/29/2026<br>**1/1/2027**<br>3/10/2027<br>3/24/2027<br>**5/31/2027** | 6/1/2027 (Tuesday) |
| 206 | **School Counselor, ESE Specialist**<br>**6 Paid Days:** *Labor Day, Veterans Day, Thanksgiving Day, New Year's Day, Presidents' Day, Memorial Day* | 7/27/2026 (Monday) | **9/7/2026**<br>11/23/2026<br>**11/26/2026**<br>12/22/2026<br>12/25/2026<br>12/30/2026<br>1/18/2027<br>3/22/2027<br>3/25/2027 | 9/21/2026<br>11/24/2026<br>11/27/2026<br>12/23/2026<br>12/28/2026<br>12/31/2026<br>**2/15/2027**<br>3/23/2027<br>3/26/2027 | **11/11/2026**<br>11/25/2026<br>12/21/2026<br>12/24/2026<br>12/29/2026<br>**1/1/2027**<br>3/10/2027<br>3/24/2027<br>**5/31/2027** | 6/8/2027 (Tuesday) |
| 207A | **Clerical/Secretarial-FOPE**<br>**7 Paid Days:** *Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, New Year's Day, Presidents' Day, Memorial Day* | 7/27/2026 (Monday) | **9/7/2026**<br>11/23/2026<br>**11/26/2026**<br>12/22/2026<br>12/25/2026<br>12/30/2026<br>1/18/2027<br>3/22/2027<br>3/25/2027 | 9/21/2026<br>11/24/2026<br>**11/27/2026**<br>12/23/2026<br>12/28/2026<br>12/31/2026<br>**2/15/2027**<br>3/23/2027<br>3/26/2027 | **11/11/2026**<br>11/25/2026<br>12/21/2026<br>12/24/2026<br>12/29/2026<br>**1/1/2027**<br>3/10/2027<br>3/24/2027<br>**5/31/2027** | 6/8/2027 (Tuesday) |

## 2026-2027 Personnel Work Day Summary

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| Work Calendar Days | Personnel Groups (Collective Bargaining Units/Meet & Confer Groups) | First Day of Work | Days Off (Paid/Unpaid) | | | Last Day of Work |
|---|---|---|---|---|---|---|
| 207B | **Clerical/Secretarial-FOPE**<br>**7 Paid Days:** *Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, New Year's Day, Presidents' Day, Memorial Day* | 7/20/2026 (Monday) | **9/7/2026**<br>11/23/2026<br>**11/26/2026**<br>12/22/2026<br>12/25/2026<br>12/30/2026<br>1/18/2027<br>3/22/2027<br>3/25/2027 | 9/21/2026<br>11/24/2026<br>**11/27/2026**<br>12/23/2026<br>12/28/2026<br>12/31/2026<br>**2/15/2027**<br>3/23/2027<br>3/26/2027 | **11/11/2026**<br>11/25/2026<br>12/21/2026<br>12/24/2026<br>12/29/2026<br>**1/1/2027**<br>3/10/2027<br>3/24/2027<br>**5/31/2027** | 6/1/2027 (Tuesday) |
| 208 (A & B) | **Maintenance / Facilities Servicepersons (4 day/10 hours)**<br>**13 Paid Days:** Refer to Calendar for 208A & 208B Day Personnel | Refer to Calendar for 208 (A & B) Day Personnel | Refer to Calendar for 208 (A & B) Day Personnel | | | Refer to Calendar for 208 (A & B) Day Personnel |
| 216A | **Assistant Principal, School Psychologist, School Counseling Director, Community Liaison, Career Advisor, Staff Developer**<br>**6 Paid Days:** *Labor Day, Veterans Day, Thanksgiving Day, New Year's Day, Presidents' Day, Memorial Day* | 7/13/2026 (Monday) | **9/7/2026**<br>11/23/2026<br>**11/26/2026**<br>12/22/2026<br>12/25/2026<br>12/30/2026<br>1/18/2027<br>3/22/2027<br>3/25/2027 | 9/21/2026<br>11/24/2026<br>11/27/2026<br>12/23/2026<br>12/28/2026<br>12/31/2026<br>**2/15/2027**<br>3/23/2027<br>3/26/2027 | **11/11/2026**<br>11/25/2026<br>12/21/2026<br>12/24/2026<br>12/29/2026<br>**1/1/2027**<br>3/10/2027<br>3/24/2027<br>**5/31/2027** | 6/8/2027 (Tuesday) |
| 216B | **School Psychologist, Staff Developer,ROTC Instructors**<br>**6 Paid Days:** *Labor Day, Veterans Day, Thanksgiving Day, New Year's Day, Presidents' Day, Memorial Day* | 7/20/2026 (Monday) | **9/7/2026**<br>11/23/2026<br>**11/26/2026**<br>12/22/2026<br>12/25/2026<br>12/30/2026<br>1/18/2027<br>3/22/2027<br>3/25/2027 | 9/21/2026<br>11/24/2026<br>11/27/2026<br>12/23/2026<br>12/28/2026<br>12/31/2026<br>**2/15/2027**<br>3/23/2027<br>3/26/2027 | **11/11/2026**<br>11/25/2026<br>12/21/2026<br>12/24/2026<br>12/29/2026<br>**1/1/2027**<br>3/10/2027<br>3/24/2027<br>**5/31/2027** | 6/15/2027 (Tuesday) |
| 217 | **Clerical/Secretarial-FOPE**<br>**7 Paid Days:** *Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, New Year's Day, Presidents' Day, Memorial Day* | 7/13/2026 (Monday) | **9/7/2026**<br>11/23/2026<br>**11/26/2026**<br>12/22/2026<br>12/25/2026<br>12/30/2026<br>1/18/2027<br>3/22/2027<br>3/25/2027 | 9/21/2026<br>11/24/2026<br>**11/27/2026**<br>12/23/2026<br>12/28/2026<br>12/31/2026<br>**2/15/2027**<br>3/23/2027<br>3/26/2027 | **11/11/2026**<br>11/25/2026<br>12/21/2026<br>12/24/2026<br>12/29/2026<br>**1/1/2027**<br>3/10/2027<br>3/24/2027<br>**5/31/2027** | 6/8/2027 (Tuesday) |

## 2026-2027 Personnel Work Day Summary

Employees should use this summary to review their first and last day of work as well as their days (paid/unpaid) off. Paid days off are in accordance to the Collective Bargaining Agreements and Meet and Confer Groups. Employees earn sick leave based on Florida State Statute 1012.61. Employees on a vacation earning calendar accrue vacation time in accordance to School Board Policy 4480. Employees can use the Schools and Administrative Offices Calendar to view when schools and/or offices are closed.

| Work Calendar Days | Personnel Groups (Collective Bargaining Units/Meet & Confer Groups) | First Day of Work | Days Off (Paid/Unpaid) | | | Last Day of Work |
|---|---|---|---|---|---|---|
| **240** | **Broward Virtual School**<br>***9 Paid Days*** | **7/1/2026 (Wednesday)** | **This calendar is driven by flexible teaching and learning time; therefore, exact work days are not designated. Employees' work schedules must be submitted in writing and approved by the principal.** | | | **6/30/2027 (Wednesday)** |
| 241/242 | **Technical Colleges (Workforce Education), DJJ & Central Office Personnel: Instructional, Security Specialist, Food Service, Assistant Principal, Staff Developer**<br>**6 Paid Days:** *Labor Day, Veterans Day, Thanksgiving Day, New Year's Days, Presidents' Day, Memorial Day* | 7/1/2026 (Wednesday) | 7/3/2026<br>**11/11/2026**<br>11/27/2026<br>12/23/2026<br>12/28/2026<br>12/31/2026<br>**2/15/2027**<br>3/23/2027<br>3/26/2027 | **9/7/2026**<br>11/25/2026<br>12/21/2026<br>12/24/2026<br>12/29/2026<br>**1/1/2027**<br>3/10/2027<br>3/24/2027<br>**5/31/2027** | 9/21/2026<br>**11/26/2026**<br>12/22/2026<br>12/25/2026<br>12/30/2026<br>1/18/2027<br>3/22/2027<br>3/25/2027 | 6/30/2027 (Wednesday) |
| 244 | **ESMAB, TSP, Principal, PBA, Armed Safe School Officer, Campus Security Manager, Education Support Professionals**<br>**Paid Days:** None | 7/1/2026 (Wednesday) | 7/3/2026<br>11/11/2026<br>11/27/2026<br>12/25/2026<br>1/1/2027<br>3/26/2027 | 9/7/2026<br>11/25/2026<br>12/23/2026<br>12/30/2026<br>1/18/2027<br>5/31/2027 | 9/21/2026<br>11/26/2026<br>12/24/2026<br>12/31/2026<br>2/15/2027 | 6/30/2027 (Wednesday) |
| 248 | **Clerical-FOPE**<br>**4 Paid Days:** *Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day* | 7/1/2026 (Wednesday) | 7/3/2026<br>11/11/2026<br>**11/27/2026**<br>**12/25/2026**<br>**1/1/2027**<br>3/26/2027 | 9/7/2026<br>11/25/2026<br>12/23/2026<br>12/30/2026<br>1/18/2027<br>5/31/2027 | 9/21/2026<br>**11/26/2026**<br>12/24/2026<br>12/31/2026<br>2/15/2027 | 6/30/2027 (Wednesday) |
| 251 | **Clerical-Confidential (COPA)**<br>**7 Paid Days:** *Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King, Jr. Day* | 7/1/2026 (Wednesday) | 7/3/2026<br>**11/11/2026**<br>**11/27/2026**<br>**12/25/2026**<br>**1/1/2027**<br>3/26/2027 | **9/7/2026**<br>11/25/2026<br>12/23/2026<br>12/30/2026<br>**1/18/2027**<br>5/31/2027 | 9/21/2026<br>**11/26/2026**<br>12/24/2026<br>12/31/2026<br>2/15/2027 | 6/30/2027 (Wednesday) |
| 261 | **Maintenance / Facilities Servicepersons**<br>**17 Paid Days** | 7/1/2026 (Wednesday) | **7/3/2026**<br>**11/11/2026**<br>**11/27/2026**<br>**12/25/2026**<br>**1/1/2027**<br>**3/26/2027** | **9/7/2026**<br>**11/25/2026**<br>**12/23/2026**<br>**12/30/2026**<br>**1/18/2027**<br>**5/31/2027** | **9/21/2026**<br>**11/26/2026**<br>**12/24/2026**<br>**12/31/2026**<br>**2/15/2027** | 6/30/2027 (Wednesday) |

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

# Calendar for 208A Day Personnel — School Year 2026-2027

**4 "10 hour" days: Sunday, Monday, Tuesday, Wednesday**

This calendar is established for the twelve (12) month, 10 hour day/4 day week, maintenance/facility servicepersons. The employees earn vacation according to Board Policy #4480 and sick leave (equivalent of 12 8-hour days) based on Florida State Statute 1012.61. This calendar includes thirteen (13) paid holidays.

### July, 2026
16 Work Days

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | | ◀ 1 | 2 | 3 | 4 |
| ■ 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

### August, 2026
18 Work Days

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

### September, 2026
16 Work Days

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | ■ 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | ■21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

### October, 2026
16 Work Days

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

### November, 2026
16 Work Days

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | ■11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | ■25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

### December, 2026
14 Work Days

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | ■ 21 | ■ 22 | ■ 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | ■30 | 31 | | |

### January, 2027
15 Work Days

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| ■3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | ■ 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

### February, 2027
15 Work Days

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | ■15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | | | | | | |

### March, 2027
19 Work Days

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

### April, 2027
16 Work Days

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

### May, 2027
16 Work Days

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | ● 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | ■ 31 | | | | | |

### June, 2027
18 Work Days

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | ▶30 | | | |

School Winter Break - Monday, December 21,2026 through Friday, January 1,2027. Students return Tuesday, January 5,2027.

School Spring Break - Monday, March 22,2027 through Friday, March 26,2027. Students return Monday, March 29,2027.

**Codes Used on Calendar**

- ◀ Begin 12 month (10 hour shift, 4 day work week) Personnel
- ▶ Last Day 12 month (10 hour shift, 4 day work week) Personnel
- Day Off
- ● Unpaid Holiday
- ■ Paid Holiday

Severe Weather Make-Up Days: 10/9/26, 12/18/26, 3/18/27, 4/30/27 & 5/28/27

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

# Calendar for 208B Day Personnel — School Year 2026-2027

**4 "10 hour" days: Monday, Tuesday, Wednesday, Thursday**

This calendar is established for the twelve (12) month, 10 hour day/4 day week, maintenance/facility servicepersons. The employees earn vacation according to Board Policy #4480 and sick leave (equivalent of 12 8-hour days) based on Florida State Statute 1012.61. This calendar includes thirteen (13) paid holidays.

### July, 2026
17 Work Days

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | | ◀ 1 | ■ 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

### August, 2026
17 Work Days

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

### September, 2026
16 Work Days

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | ■ 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | ■21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

### October, 2026
17 Work Days

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

### November, 2026
15 Work Days

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | ■11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | ■26 | 27 | 28 |
| 29 | 30 | | | | | |

### December, 2026
15 Work Days

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | ■22 | ■23 | ■ 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | ■31 | | |

### January, 2027
14 Work Days

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | ■ 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | ■18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

### February, 2027
15 Work Days

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | ■15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | | | | | | |

### March, 2027
19 Work Days

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

### April, 2027
17 Work Days

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

### May, 2027
15 Work Days

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | | | | 1 | 1 |
| 2 | 3 | 4 | 5 | ● 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | ■ 31 | | | | | |

### June, 2027
18 Work Days

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30▶ | | | |

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- Day Off
- ● Unpaid Holiday
- ■ Paid Holiday

Severe Weather Make-Up Days: 10/9/26, 12/18/26, 3/18/27, 4/30/27 & 5/28/27

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

# Calendar for 2026-2027

## Calendar for Summer Term 2027
## Community Schools and Technical Colleges

This calendar is established for personnel who are employed for the Community Schools and Technical Colleges summer term 2027.

**40 Day Summer Term 2027**

**June 2027**
19 Work Days School 18

| Mon | Tue | Wed | Thu | Fri |
|---|---|---|---|---|
| | 1 | 2 | 3 | 4 |
| 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | 30 | | |

First Day of Term

**July 2027**
21 Work Days School 22

| Mon | Tue | Wed | Thu | Fri |
|---|---|---|---|---|
| | | | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 |

Last Day of Term

**August 2027**
Work Days School

| Mon | Tue | Wed | Thu | Fri |
|---|---|---|---|---|
| 2 | 3 | 4 | 5 | 6 |
| 9 | 10 | 11 | 12 | 13 |
| 16 | 17 | 18 | 19 | 20 |
| 23 | 24 | 25 | 26 | 27 |
| 30 | 31 | | | |

**Codes Used on Calendar**

- Begin Summer Term
- Last Day Summer Term
- Day Off
- Teacher Planning

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

March 9, 2026

TO: School Board Members

FROM: Dr. Ernie Lozano
Chief Human Resources Officer

VIA: Dr. Howard Hepburn
Superintendent of Schools

SUBJECT: **REQUEST TO PROVIDE A REVISION TO H-5, 2026-2027 SCHOOLS & ADMIN. OFFICES SUMMER CALENDAR, PERSONNEL WORKDAY, FOR THE MARCH 10, 2026, REGULAR SCHOOL BOARD MEETING**

Attached is a revision to H-5, 2026-2027 Schools & Admin. Offices Summer Calendar, Personnel Workday, for the March 10, 2026, Regular School Board Meeting.

- Assistant Principals moved to 244 Day calendar on the attached 2026-2027 Schools & Admin. Offices Summer Calendar, Personnel Workday.

HH/EL/DA:tj
Attachment

REVISED

## 2026-2027 Personnel Work Day Summary

Employees should use this summary to review their first and last day of work as well as their days (paid/unpaid) off. Paid days off are in accordance to the Collective Bargaining Agreements and Meet and Confer Groups. Employees earn sick leave based on Florida State Statute 1012.61. Employees on a vacation earning calendar accrue vacation time in accordance to School Board Policy 4480. Employees can use the Schools and Administrative Offices Calendar to view when schools and/or offices are closed.

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|---|---|---|---|---|---|---|
| **240** | **Broward Virtual School**<br>***9 Paid Days*** | **7/1/2026 (Wednesday)** | **This calendar is driven by flexible teaching and learning time; therefore, exact work days are not designated. Employees' work schedules must be submitted in writing and approved by the principal.** | | | **6/30/2027 (Wednesday)** |
| 241/242 | **Technical Colleges (Workforce Education), DJJ & Central Office Personnel: Instructional, Security Specialist, Food Service, ~~Assistant Principal~~, Staff Developer**<br>**6 Paid Days:** *Labor Day, Veterans Day, Thanksgiving Day, New Year's Days, Presidents' Day, Memorial Day* | 7/1/2026 (Wednesday) | 7/3/2026<br>**11/11/2026**<br>11/27/2026<br>12/23/2026<br>12/28/2026<br>12/31/2026<br>**2/15/2027**<br>3/23/2027<br>3/26/2027 | **9/7/2026**<br>11/25/2026<br>12/21/2026<br>12/24/2026<br>12/29/2026<br>**1/1/2027**<br>3/10/2027<br>3/24/2027<br>**5/31/2027** | 9/21/2026<br>**11/26/2026**<br>12/22/2026<br>12/25/2026<br>12/30/2026<br>1/18/2027<br>3/22/2027<br>3/25/2027 | 6/30/2027 (Wednesday) |
| 244 | **ESMAB, TSP, Principal, PBA, Armed Safe School Officer, Campus Security Manager, Education Support Professionals, Technical Colleges (Workforce Education) Assistant Principals**<br>**Paid Days:** None | 7/1/2026 (Wednesday) | 7/3/2026<br>11/11/2026<br>11/27/2026<br>12/25/2026<br>1/1/2027<br>3/26/2027 | 9/7/2026<br>11/25/2026<br>12/23/2026<br>12/30/2026<br>1/18/2027<br>5/31/2027 | 9/21/2026<br>11/26/2026<br>12/24/2026<br>12/31/2026<br>2/15/2027 | 6/30/2027 (Wednesday) |
| 248 | **Clerical-FOPE**<br>**4 Paid Days:** *Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day* | 7/1/2026 (Wednesday) | 7/3/2026<br>11/11/2026<br>**11/27/2026**<br>**12/25/2026**<br>**1/1/2027**<br>3/26/2027 | 9/7/2026<br>11/25/2026<br>12/23/2026<br>12/30/2026<br>1/18/2027<br>5/31/2027 | 9/21/2026<br>**11/26/2026**<br>12/24/2026<br>12/31/2026<br>2/15/2027 | 6/30/2027 (Wednesday) |
| 251 | **Clerical-Confidential (COPA)**<br>**7 Paid Days:** *Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King, Jr. Day* | 7/1/2026 (Wednesday) | 7/3/2026<br>**11/11/2026**<br>**11/27/2026**<br>**12/25/2026**<br>**1/1/2027**<br>3/26/2027 | **9/7/2026**<br>11/25/2026<br>12/23/2026<br>12/30/2026<br>**1/18/2027**<br>5/31/2027 | 9/21/2026<br>**11/26/2026**<br>12/24/2026<br>12/31/2026<br>2/15/2027 | 6/30/2027 (Wednesday) |
| 261 | **Maintenance / Facilities Servicepersons**<br>**17 Paid Days** | 7/1/2026 (Wednesday) | **7/3/2026**<br>**11/11/2026**<br>**11/27/2026**<br>**12/25/2026**<br>1/1/2027<br>**3/26/2027** | 9/7/2026<br>**11/25/2026**<br>**12/23/2026**<br>**12/30/2026**<br>**1/18/2027**<br>**5/31/2027** | **9/21/2026**<br>**11/26/2026**<br>**12/24/2026**<br>**12/31/2026**<br>**2/15/2027** | 6/30/2027 (Wednesday) |

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | 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:**

**Bluefield University**

**REQUESTED ACTION:**

**Approve the agreement between Bluefield 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 Feb 24, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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**

Bluefield University

**Board Meeting Date:** March 10, 2026

**Requested Action:** Approve the agreement between Bluefield University and The School Board of Broward County, Florida (SBBC).

**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":** If yes, SBBC will strengthen its school counseling services to better support student success. This initiative will provide the district with an opportunity to recruit and train the next generation of school counselors, an essential step in addressing the academic and emotional needs of our students. Additionally, it will help cultivate a pool of highly qualified counselors committed to making a positive impact on our schools, ultimately enhancing the quality and accessibility of school counseling services for our student population.
**- If the School Board votes "No":** If not, SBBC will be unable to strengthen its school counseling services and support student success. The district will miss a critical opportunity to recruit and train the next generation of school counselors, 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 school counseling 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 a degree in school counseling.

**Alignment to 2027 Goals and Guardrails:** Guardrail 3: School Support

**Measurable Outcome(s)/Return on Investment:** By July 2027, SBBC will increase college and university field experience agreements by 15%, including a new partnership with Bluefield University. This initiative aims to reduce school counselor vacancies by guiding students toward full-time roles within our organization.

Bluefield University offers a 60-credit Master of Arts in Counseling with a School Counseling specialization, accredited by the Council for Accreditation of Counseling and Related Education Programs (CACREP) through 2032 and delivered in a hybrid format that includes a 100-hour practicum and 600-hour internship aligned with licensure preparation. University-wide outcomes show a 27% graduation rate with a 49% retention rate, and an 85% job placement rate within six months of graduation, with graduates securing positions across education, healthcare, and community organizations. This accredited program prepares candidates for K–12 school counseling roles through experiential learning, positioning a partnership with SBBC to strengthen a long-term pipeline of qualified school counseling professionals.

**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:** Field experience enables school counseling interns to strengthen their counseling strategies and adapt to the diverse academic and emotional needs of students, resulting in more effective support services. As these interns introduce innovative approaches and fresh perspectives, they foster a culture of continuous improvement within schools. This collaboration enhances interns' professional development and positively impacts student engagement and well-being, ultimately strengthening the overall effectiveness of counseling 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. The SBBC staff provides feedback on mentoring strategies to maintain quality service. 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:** N/A

**Additional Backup:** During the 2024–2025 school year, The School Board of Broward County, Florida, 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

**BLUEFIELD UNIVERSITY**
(hereinafter referred to as "UNIVERSITY"),
whose principal place of business is
3000 College Avenue, Bluefield, Virginia 24605

### 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 placement of selected counseling students enrolled at UNIVERSITY with the mutual objective of preparing students for entry into the School Counseling 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 an 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 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/guardians, 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 staff to serve as supervisors for the evaluation of the UNIVERSITY students. SBBC supervising staff shall complete evaluation forms provided by UNIVERSITY. Site supervisors selected by SBBC will, a) assist in orienting UNIVERSITY students to the school, the counseling setting, 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 internship 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 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 counseling 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 counselors during must have all appropriate and necessary certifications and qualifications.

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 school counseling profession.

2.4.1 SBBC staff will provide UNIVERSITY student the records listed in this section for the purpose of school counseling services individually, in small groups, or in a classroom, pursuant to this Agreement.

2.4.2 SBBC will provide UNIVERSITY student 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 supervisor

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 counselors may redisclose de-identified notes and personally identifiable video/audio recordings pursuant to section 2.2.13, to UNIVERSITY supervisor to receive feedback and evaluation, and ensure proper delivery of services.

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; 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

2.5.2.3 Notify the SBBC Information Security and 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; 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.

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.

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<br>The School Board of Broward County, Florida<br>600 Southeast Third Avenue<br>Fort Lauderdale, Florida 33301 |
| With a Copy to: | Director, Professional Learning and Development<br>The School Board of Broward County, Florida<br>3531 Davie Road<br>Davie, Florida 33314 |
| To UNIVERSITY: | Dr. Shellie Brown<br>Dean, School of Education and Social Sciences<br>Bluefield University |

3000 College Avenue
Bluefield, Virginia 24605

With a Copy to:

Dr. Brandy Smith
Director, Counseling Program
Bluefield University
3000 College Avenue
Bluefield, Virginia 24605

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 subcontractors 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: Colorado Christian University Agreement
Date: 2026.02.05 13:09:42 -05'00'

_____
Office of the General Counsel

**[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR UNIVERSITY:**

(Corporate Seal)

ATTEST:

Bluefield University

By: Shellie Brown

Print Name: Shellie Brown

Title: Dean

Date: 2/3/2026

Corporate Secretary Signature

**-or-**

Jennifer Thorn

Witness Signature

Print Name: Jennifer Thorn

Witness Signature

Print Name:

**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 Virginia

COUNTY OF Tazewell

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this MOU 2-3-2026 (*date*) by Shellie Brown (*name of officer or agent, title of officer or agent*) of Bluefield University (*name of corporation acknowledging*), a Virginia (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced personally known to me (*type of identification*) as identification and who did first take an oath this 3rd day of February, 2026.

My Commission Expires:

Bethany R. Justis

Signature – Notary Public

(SEAL)

Bethany R. Justis

Printed Name of Notary

00289765

Notary's Commission No.

BETHANY RAE JUSTIS
Notary Public
Reg # 00289765
Commonwealth of Virginia
My Commission Expires Dec. 31, 2028

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | 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:**

**Colorado Christian University**

**REQUESTED ACTION:**

**Approve the agreement between Colorado Christian 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 Feb 24, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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**

Colorado Christian University

**Board Meeting Date:** March 10, 2026

**Requested Action:** Approve the agreement between Colorado Christian University and The School Board of Broward County, Florida (SBBC).

**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":** If yes, SBBC will strengthen its school counseling services to better support student success. This initiative will provide the district with an opportunity to recruit and train the next generation of school counselors, an essential step in addressing the academic and emotional needs of our students. Additionally, it will help cultivate a pool of highly qualified counselors committed to making a positive impact in our schools, ultimately enhancing the quality and accessibility of school counseling services for our student population.
**- If the School Board votes "No":** If not, SBBC will be unable to strengthen its school counseling services and support student success. The district will miss a critical opportunity to recruit and train the next generation of school counselors, 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 school counseling 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 school counseling.

**Alignment to 2027 Goals and Guardrails:** Guardrail 3: School Support

**Measurable Outcome(s)/Return on Investment:** By July 2027, SBBC will increase college and university field experience agreements by 15%, including a new partnership with Colorado Christian University. This initiative aims to reduce school counselor vacancies by guiding students toward full-time roles within our organization.

Colorado Christian University offers a 60-credit Master of Arts in School Counseling that prepares graduates for licensure. The program, completed in as little as 2.5 years, includes practicum and internship experiences aligned with CACREP standards (accreditation in process). Alumni surveys show a 94% job placement rate within six months, with retention at 79–83% and a graduation rate of 55%. Graduates pursue careers in K–12 schools, educational consulting, and youth services. Resources support licensure through state exams and credentialing, ensuring 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 school counseling 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 school counseling interns to strengthen their counseling strategies and adapt to the diverse academic and emotional needs of students, resulting in more effective support services. As these interns introduce innovative approaches and fresh perspectives, they foster a culture of continuous improvement within schools. This collaboration enhances interns' professional development and positively impacts student

engagement and well-being, ultimately strengthening the overall effectiveness of counseling 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 staff provides feedback on mentoring strategies to maintain quality service. 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

**COLORADO CHRISTIAN UNIVERSITY**
(hereinafter referred to as "UNIVERSITY"),
whose principal place of business is
8787 W. Alameda Avenue, Lakewood, Colorado 80226

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 placement of selected counseling students enrolled at UNIVERSITY with the mutual objective of preparing students for entry into the school counseling 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 Coaching and Induction 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 school counseling services.

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 student counselor 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 school counselors to serve as supervisors for the evaluation of the UNIVERSITY students. SBBC supervising 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.

2.3.6 SBBC shall provide the UNIVERSITY with written performance evaluation feedback about the UNIVERSITY student 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 school counseling 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 counselors during must have all appropriate and necessary certifications and qualifications.

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 school counseling profession.

2.4.1 SBBC staff will provide UNIVERSITY student the records listed in this section for the purpose of school counseling services individually, in small groups, or in a classroom, pursuant to this Agreement.

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 academic records
2.4.2.2 attendance records
2.4.2.3 emergency contact records
2.4.2.4 Individualized Education Program (IEP) or 504 Plan, when applicable, viewed only when on campus under the supervision of the SBBC supervisor
2.4.2.5 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 Interns may redisclose de-identified notes and personally identifiable video/audio recordings pursuant to section 2.2.13, to UNIVERSITY supervisor to receive feedback and evaluation, and ensure proper planning and delivery of instruction delivery of lessons and services.

2.5 **UNIVERSITY Safeguarding Confidentiality of SBBC 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 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 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 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;

2.5.2.4 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 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 **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.

2.7 **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<br>The School Board of Broward County, Florida<br>600 Southeast Third Avenue<br>Fort Lauderdale, Florida 33301 |
| With a Copy to: | Director, Coaching and Induction<br>The School Board of Broward County, Florida<br>3531 Davie Road<br>Davie, Florida 33314 |
| To University: | Colorado Christian University<br>School of Counseling<br>8787 W. Alameda Avenue<br>Lakewood, Colorado 80226 |
| With a Copy to: | Dean of the School of Counseling<br>Dr. Ryan Burkhart<br>8787 W. Alameda Avenue<br>Lakewood, Colorado 80226 |

2.8 **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 (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 UNIVERSITY'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 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.

2.9 **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.

2.10 **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 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.

## 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, 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 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:

Maya Moore

Reason: Colorado Christian University Agreement
Date: 2026.02.05 13:09:42 -05'00'

_____
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR UNIVERSITY:**

(Corporate Seal)

Colorado Christian University

ATTEST:

Lisa Hardcastle

, Secretary

-or-

Lisa Hardcastle February 5, 2026

Witness

Program Assistant, School of Counseling

Witness

By: _____

Print Name: Dr. Ryan M. Burkhart

Title: Dean, School of Counseling

Date: February 2, 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 Colorado

COUNTY OF Adams

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 02/04/2026 (*date*) by Ryan M. Burkhart (*name of officer or agent, title of officer or agent*) of Colorado Christian University (*name of corporation acknowledging*), a Colorado (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or has produced Colorado Drivers License (*type of identification*) as identification and who did/did not first take an oath this 4th day of February, 2026.

My Commission Expires: 11/30/2027

CASANDRA SANCHEZ
NOTARY PUBLIC
STATE OF COLORADO
(SEAL) NOTARY ID 20234044971
MY COMMISSION EXPIRES 11/30/2027

Signature – Notary Public

Casandra Sanchez

Printed Name of Notary

20234044971

Notary's Commission No.

Status: ADDED ITEM

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | A. Academics |
| **DEPARTMENT:** | Academics |

| | |
|---|---|
| Agenda Item Number: | A-3. |
| Consent or Open Item: | Consent |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**The University of Florida Board of Trustees – Data Sharing ADDED**

**REQUESTED ACTION:**

**Approve the Agreement between the School Board of Broward County, Florida (SBBC), and The University of Florida Board of Trustees (UF). 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
- Agreement

**FINANCIAL IMPACT:**

There is no financial impact to the District.

**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: | Fabian Cone | Phone: | 754-321-2618 |
| Name: | Dr. Angela R. Fulton | Phone: | 754-321-2100 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer

Signature

Dr. Fabian Cone, Chief Academic Officer Mar 2, 2026

Electronic Signature

Form \$4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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 Agreement**
**The University of Florida Board of Trustees – Data Sharing**

**Board Meeting Date:** March 10, 2026

**Requested Action:** Approve the Agreement between The School Board of Broward County, Florida (SBBC), and The University of Florida Board of Trustees (UF).

**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":** UF will be able to receive data from SBBC, so that they may evaluate the effectiveness of certain programs funded by UF in Broward County Public Schools.
**- If the School Board votes "No":** SBBC will not be able to share data information with UF. UF will not be able to evaluate the effectiveness of certain UF-funded programs in Broward County Public Schools.

**Background/History**
SBBC and UF wish to enter into this Agreement to ensure that accessing and/or transferring of data resulting from the performance of the contracted services complies with the requirements of privacy laws and to establish procedures and duties. The purpose of this Agreement is to document the rights and obligations of the Parties with respect to the transmission, storage, use, and destruction of certain protected or confidential information with a clear, concise, and comprehensive agreement around key issues related to ethical and legal data sharing. A secondary purpose is to provide transparency for various stakeholders, including but not limited to families, educators, administrators, and local school board members.

**Alignment to 2027 Goals and Guardrails:**
Goal 1- Early Literacy Proficiency
Goal 2- Algebra Proficiency
Goal 3- Science Proficiency
Goal 4 – College and Career Readiness

**Measurable Outcome(s)/Return on Investment:**
The measurable outcome of this Agreement is to ensure efficient and timely transmission, storage, use, and destruction of certain protected or confidential information. UF will provide a yearly update of evaluation progress and outcomes.

**Financial Impact, Funding Source & Budget Status:**
There is no financial impact to the District.

**Multi-year agreement:** No

**Procurement Method:** N/A

**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:**
This agreement, along with the following proposed agreements, is related to the Florida Tutoring Advantage initiative, which will provide up to 975 Varsity Tutor licenses and up to 40,000 Khan Academy licenses at no charge to SBBC:

- University of Florida – Lastinger Center
- Khan Academy High School – Service Order for Licenses
- Varsity Tutors Data Sharing Agreement

# DATA SHARING AGREEMENT

This Data Sharing Agreement ("**Agreement**") is entered into by and between

The School Board of Broward County, Florida (SBBC)
("**Disclosing Party**"), whose current mailing address is Kathleen C. Wright Administration Center, 600 S.E. Third Avenue, Fort Lauderdale, FL 33301, and

The University of Florida Board of Trustees (UF)
("**Receiving Party**") whose current mailing address is 207 Grinter Hall, PO Box 115500, Gainesville, FL 32611-5500.

At times, Disclosing Party and Receiving Party are referred to singularly as "**Party**" and collectively as "**Parties**."

**WHEREAS,** the Parties have set forth certain relevant definitions on the attached **Exhibit "A"**.

**WHEREAS,** the Parties have set forth certain relevant privacy and IT security provisions on the attached **Exhibit "G"**.

**WHEREAS**, Receiving Party has agreed to provide Disclosing Party with certain educational or research-oriented services ("Services") as more fully described on the attached **Exhibit "B"**.

**WHEREAS**, in order to provide the Services, Receiving Party may receive and Disclosing Party may provide documents or data that are covered by the laws of the United States of America (the "**Federal Laws**").

**WHEREAS,** the documents and data transferred from Receiving Party and/or accessed by Receiving Party in the performance of the Services shall be subject to the laws of the State of Florida. ("**State**", "**State Laws**"), and such additional rules or restrictions as set forth on the attached **Exhibit "E"**;

**WHEREAS**, this Agreement complies with all relevant State Laws and Federal Laws (collectively, the "**State and Federal Laws")**; and

**WHEREAS,** the Parties wish to enter into this Agreement to ensure that accessing and/or transferring of data resulting from the performance of the Services complies with the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

**Section 1. Background and Purpose**

According to Florida Statutes 1003.485, 1008.366, and 1004.561, UF Lastinger Center is designated, among other responsibilities, to develop and administer programs to improve student achievement outcomes in early learning, literacy, and mathematics; provide professional learning including micro-credentials for educators to improve the quality of instruction in early learning, literacy, and mathematics; and conduct and publish research on teaching and learning in early learning, literacy, and mathematics, as well as on professional learning for educators. Additionally, the UF Lastinger Center for Learning is the administrator of the New Worlds Reading Initiative and the New Worlds Tutoring Program (referred to as the Florida Tutoring Advantage or FTA). Access to data is necessary for UF Lastinger Center to determine program eligibility, evaluate program impacts, conduct research, and assist with reporting requirements (ss. 1003.485, 1008.366, and 1004.561, F.S.). The purpose of this Agreement is to document the rights and obligations of the Parties with respect to the transmission, storage, use, and destruction of certain protected

or confidential information with a clear, concise, and comprehensive agreement around key issues related to ethical and legal data sharing. A secondary purpose is to provide transparency for various stakeholders including, but not limited to, families, educators, administrators, and local school board members.

**Section 2. Term**

The term of this Agreement begins upon execution by the last party to sign and ends on June 30, 2028, unless terminated earlier pursuant to Section 12 (Termination) of the Agreement.

**Section 3. Transfer and Use of Data**

Pursuant to this Agreement and in accordance with the State and Federal Laws, Receiving Party will receive from Disclosing Party, via secure data transfer methods, the protected or confidential information set forth in Section 4 below or as more fully described in the attached **Exhibit "D"** (the "**Data**") and **Exhibit "F"** (the "**Narrative**") and **Exhibit G** The Receiving Party may use such Data only for the purposes of providing the Services and that any data sub-processors or data systems will be held to strict accordance with the terms of this Agreement ***and to sub-processors and/or data systems***. The Parties agree and represent that the Data shared under this Agreement is narrowly tailored to meet the applicable exceptions set out in Section 5, below. For the purpose of this Agreement, the definitions of "directory information," "education records," and "personally identifiable information" are set out in 34 C.F.R. § 99.3.

**Section 4. Data To Be Shared**

The Parties agree that Disclosing Party will share with Receiving Party the data set out in **Exhibit "D", Exhibit "F",** and **Exhibit "G"..**

**Section 5. Applicable FERPA Provisions**

The following FERPA exceptions apply:

X *Studies Exception*: 20 U.S.C. § 1232g(b)(1)(F) and 34 C.F.R. § 99.31(a)(6). This section of FERPA is meant to allow educational researchers to analyze data and provide results and/or analysis back to the Disclosing Party in order to improve instruction and improve educational outcomes. **(If checked, fill out Exhibit C)**

☐ *School Official or Representative (or Outsourced Services) Exception*: 34 C.F.R. §§ 99.31(a)(1) and 99.7(a)(3)(iii). In which case the following applies "school official", or otherwise qualifies under the "studies exception", under FERPA and has a legitimate educational interest in personally identifiable information from education records because for purposes of this Agreement, Receiving Party: (1) provides a service or function for which the local educational agency ("LEA") would otherwise use employees; (2) is under the direct control of the LEA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records. (If checked, A description of Receiving Party's services and qualifications as a "school official" are set forth in **Exhibit "B"** ("**Services**").)

**Section 6. Confidentiality and Data Governance Provisions**

The Parties agree to comply with the State and Federal Laws. Each Party agrees to protect with reasonable data security procedures any confidential student information it receives or accesses that could make a student's identity traceable. Each Disclosing Party agrees that the data shall be treated as FERPA-confidential and in accordance with this Agreement regardless of which Party possesses the data. Where applicable, each Party shall comply with such additional privacy and parental consent requirements as set forth in the Children's Online Privacy Protection Act ("COPPA"), at 15 U.S.C. 6501-6506 (16 CFR Part 312). In addition, the Parties shall conduct certain surveys in accordance with the relevant provisions of the Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98).

**Section 7. Data Studies**

For any and all studies to be performed by Receiving Party:

(a) Receiving Party may use personally identifiable information (PII), which is information that identifies (or could be used to re-identify) an individual, from education records provided by Disclosing Party only to meet the purpose or purposes of the study.

(b) The Parties agree that Receiving Party may conduct the study in a manner that does not permit the personal identification of parents and students by anyone other than representatives of the organization with legitimate interests in the study.

(c) Receiving Party understands and agrees that it may not publish any study that contains any PII. Receiving Party agrees to adhere to Privacy Measures when publishing any data or study, in order to protect the privacy and confidentiality of the individuals involved.

(d) Disclosing Party retains an express right to review any data prior to publication by Receiving Party and to verify proper disclosure avoidance techniques have been used.

(e) Receiving Party may allow internal access to PII received in connection with this Agreement only to individuals with a need to know the same and Receiving Party shall take steps to maintain the confidentiality of the PII at all stages of the study, including within the final report, by using appropriate disclosure avoidance techniques.

(f) De-Identified Data: Data that has been de-identified is not considered student data and is not subject to the terms and restrictions in this agreement. Under no circumstances shall Receiving Party attempt to re-identify De-identified Data.

(g) Research and Program Evaluation:

(1) SBBC Policy 6313 requires primary investigators of program evaluation studies conducted by Receiving Party that impact the daily activities of students, parents, or staff, OR require use of data from the same individuals must submit a Research Request to the Disclosing Party's Institutional Review Board (IRB) for review and approval prior to the initiation of any study-related activities. The Disclosing Party's IRB and Research Review Process reviews the design, procedures, and potential impact on school and district operations to ensure the following:

i. the purpose, scope, limitations, and duration of study is clearly outlined;
ii. the protection of human subjects in the research process;
iii. education records are only used for purposes of the identified study;
iv. education records are only used by representatives of the organization identified in this agreement; and
v. the safe and confidential storage and transmittal of education records.

(2) The purposes of the studies to be conducted by the Receiving Party are to evaluate the effectiveness of Lastinger Center's programs in improving student reading and mathematics achievement.

(3) The duration of study activities commenced on the date of original agreement execution and must concluded at the end of business on June 30, 2028 and must be conducted during the term of this agreement. I IRB renewal is necessary, it must be submitted yearly during the duration of this agreement before expiration.

(4) Receiving Party shall destroy or return any disclosed information to SBBC when no longer needed for the purposes for which the study is to be conducted.

(5) Receiving Party shall comply with all requirements of the Disclosing Party's IRB and Research Review Process. Questions regarding this process may be directed to BCPS.IRB@browardschools.com.

**Section 8. Data Ownership**

Except as expressly set out in this Agreement, Receiving Party does not own any education record or PII contained therein. The official or representative is authorized to use the record only as set out in this Agreement, or as provided in Related Contract (if applicable).

**Section 9. Data Destruction**

(a) Receiving Party may retain education records obtained under this Agreement and 1) may disclose Aggregate data to the public, and 2) may provide data to third-party researchers, but must ensure that the release of data does not permit the release of personally identifiable information or confidential student records. This Term may be amended only by a written Agreement that otherwise complies with 20 U.S.C. § 1232g and its implementing regulations in 34 C.F.R. Part 99. Notwithstanding anything to the contrary, Receiving Party may retain anonymized data received under this Agreement.

(b) Notwithstanding any other term of this or any other Agreement, Disclosing Party retains the right to terminate Receiving Party's access to education records or derivative PII without advance notice as necessary to ensure the security of PII and disclosure of PII in compliance with this Agreement. Furthermore, an authorized representative of Disclosing Party may, upon ten (10) days written notice, inspect Receiving Party's security protocols and arrangements to ensure compliance with this Agreement.

(c) De-Identified Data: Receiving Party's use of De-Identified Data shall survive termination of this Agreement or any request by Disclosing Party to return or destroy PII. De-Identified Data may be used by Receiving Party for those purposes allowed under FERPA and the following purposes: (1) assisting Disclosing Party or other governmental agencies in conducting research and other studies; and (2) research and development of Receiving Party's educational sites, services, or applications, and to demonstrate the effectiveness of the Services. Under no circumstances shall Receiving Party attempt to re-identify De-identified Data. Receiving Party may retain data and 1) may disclose Aggregate data to the public, and 2) may provide de-identified data to third-party researchers, but must ensure that the release of data does not permit the release of personally identifiable information or confidential student records.

**Section 10. General Data Terms**

(a) The Parties each individually and collectively represent that under all terms of this Agreement the disclosure of education records or other Data is for an education purpose and the access is narrowly tailored to permit disclosure of PII and education records or other Data only as essential to carry out the terms of the evaluation, study, project, service, or program.

(b) Receiving Party agrees that it and its employees and authorized representatives who access information pursuant to this Agreement will use the information only for the purpose(s) expressly authorized under this Agreement and the Related Contract (if applicable) and shall not use or disclose the information for any other purpose except by written amendment to this Agreement. This Agreement further expressly prohibits "unauthorized look-ups."

(c) The Parties each individually and collectively represent that Receiving Party will allow access to PII only to those individuals employed by Receiving Party with a need to know.

(d) Receiving Party represents that it will ensure that each individual with whom it shares the PII shall be bound by confidentiality provisions no less strict than the confidentiality provisions in this Agreement.

(e) Notwithstanding anything to the contrary Receiving Party may disclose or share information with a third-party who has also entered into a data sharing agreement with Disclosing Party that is the same or substantially the same as this Agreement.

(f) Receiving Party shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically-maintained or transmitted data received from, or on behalf of Disclosing Party ("**Security Measures**"). Receiving Party shall comply with all State and Federal Laws related to a data breach involving personal information.

**Section 11. Breach**

Any breach of this Agreement leading to unlawful disclosure of education records, PII, or other Data that is covered under State and Federal Laws constitutes a material breach of this Agreement and constitutes cause for immediate termination by Disclosing Party.

**Section 12. Termination**

Either party may terminate this Agreement without cause upon fifteen (15) days' written notice. Any duty of confidentiality as to information protected by State and Federal Laws at any time subject to the Agreement shall survive this Agreement notwithstanding termination of this Agreement.

**Section 13. Data Officials**

The following individuals are designated as the Data Compliance Official and Data Custodian for the purpose of this agreement, which individual may be updated at any time upon written notice from one Party to the other Party.

Disclosing Party:

Name: Trey Davis

Title: Chief Information Officer

and

Name: Adam Iarussi

Title: Evaluation Administrator

Receiving Party

Name: Tyran Butler

Title: Assistant Center Director

**Section 14. Miscellaneous Contract Terms**

14.1 This Agreement, including and together with any exhibits, attachments, and appendices, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. Nothing in this Agreement shall be construed or interpreted to allow either party to maintain, use, disclose, or otherwise share PII in a manner or not allowed by the State and Federal Laws.

14.2 If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.3 No amendment to, or modification of, this Agreement is effective unless it is in writing and signed by each Party. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14.4 This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assignees. Neither Party may assign, transfer, delegate, or subcontract any of

its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. Notwithstanding the foregoing, either party may assign this Agreement, without the other party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchase of all or substantially all of such party's assets or to any successor by way of merger, consolidation or similar transaction.

14.5 If a conflict exists between State and Federal Laws, and this Agreement, State and Federal Laws shall govern. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the federal and state courts located in the State.

14.6 This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the State without giving effect to the conflict of laws provisions thereof.

14.7 This Agreement may be executed electronically and in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

14.8 Any notice, communication, request, approval, or consent that may be given or that is required to be given under the terms of this Agreement shall be in writing, and shall be sent certified mail, return receipt requested, to the address for each party shown on the face of this agreement. Notice given by or to the attorney for either party shall be as effective as if given by or to that party

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

**FOR SBBC: (Disclosing Party)**

(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

**FOR UF (Receiving Party)**

(Corporate Seal)

**University of Florida Board of Trustees**

Signature: Joseph Glover

Print Name: Joseph Glover

Title: Interim Provost

Date: 2/17/2026 | 1:54 PM EST

Corporate Secretary Signature

**-OR-**

Kimberly Bagley
Witness Signature

Kim Bagley
Print Name

Amber Forshee
Witness Signature

Amber Forshee
Print Name

# Exhibit "A" – Definitions

For purposes of this Agreement, the Parties agree that capitalized terms shall have the following meanings.

**"Federal Laws"**

Several relevant federal statutes and their implementing regulations including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), at 15 U.S.C. 6501-6506 (16 CFR Part 312), and Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98).

**"Privacy Measures"**

When publishing tables, cell suppression and other methods of disclosure avoidance can be used to ensure students cannot be identified through small numbers displayed in table cells. Receiving Party must mask any cells containing fewer than five students and may be required to mask further to avoid any risk that data could be paired with other available data to identify students. Receiving Party agrees to mask data in such a way to avoid this risk.

**"Security Measures"**

Receiving Party shall develop and implement procedures, and systems to ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data. The procedures and systems developed and implemented to process, store, or transmit data provided under this Agreement shall be designed to ensure that any and all disclosures of confidential student and staff data comply with all provisions of federal (HIPAA, FERPA, E-Government, etc.) and State Laws relating to the privacy rights of students and staff as such laws are applicable to the parties to this Agreement. These measures will be extended by contract to all subcontractors used by Receiving Party who have access to the data provided under this Agreement.

**"De-identified Data"**

Data where any and all Personally Identifiable Information (PII) has been removed. The process of de-identifying data protects the privacy of students.

Typically, a computer system will store a student's name, student ID number, birthdate, etc. along with their attendance data, assessment scores, and/or usage of a software program. In that situation, a researcher or other party knows exactly which data goes with which student, and the students are "identifiable." De-identified Data, on the other hand, is data where student names, student ID numbers, dates of birth, etc. have all been removed such that no one knows who the students are when analyzing the data. According to the U.S. Department of Education, "De-identified data may be shared without the consent required by FERPA (34 CFR §99.30) with any party for any purpose, including parents, general public, and researchers (34 CFR §99.31(b)(1))."

For further explanation and examples of how and why these and other terms are used, please visit https://dataprivacyforstudents.org

# Exhibit "B" – Services

The University of Florida Lastinger Center for Learning provides to districts a range of professional learning programs for educators, state initiatives that offer services to students and families, and research and development projects that guide the creation of new products and services to serve education stakeholders.

Other services may be provided under Memoranda of Understanding and contracts for service.

# Exhibit "C" - Studies Exception

**If you selected "Studies Exception" in Section 5, complete the following (or attach study documentation):**

a. Purpose of the studies to be conducted:

**(i) Professional Learning Evaluation Study**
This study aims to improve instruction for teachers in the district or LEA per 34 CFR § 99.31(a)(6)(i)(C). According to s. 1004.561, F.S. (2024), UF Lastinger Center is designated, among other responsibilities, to develop and administer programs to improve student achievement outcomes in early learning, literacy, and mathematics; provide professional learning [including micro-credentials] for educators to improve the quality of instruction in early learning, literacy, and mathematics; and conduct and publish research on teaching and learning in early learning, literacy, and mathematics, as well as on professional learning for educators. In this way, UF Lastinger Center performs institutional services per 34 CFR § 99.31(a)(1)(i)(B) for the state of Florida, and thereby for every district in the state, by developing and administering programs and professional learning to improve student achievement outcomes and improve the quality of instruction in early learning, literacy, and mathematics. To best perform these services, UF Lastinger Center requests access to data to evaluate the effectiveness of Lastinger Center's programs in improving student reading and mathematics achievement. Analyses of educator and student engagement with Lastinger Center programs, and the impact such engagement has on educator and student outcomes, will support continued development of programs and products that support teacher effectiveness and student success. Moreover, results of such analyses will provide valuable insights to district and school officials about the types of skills and environments that are most likely to produce higher levels of teacher satisfaction and effectiveness, as well as student success and educational attainment. Finally, aggregated results of studies of efficacy and impact of Lastinger Center programs will be disseminated to the broader research and practice community so that insights on what has been successful at the Lastinger Center may have a broader impact on the larger education community. All disseminated findings would mask identities of any educators, students, schools, and districts so that identities would remain confidential.

**(ii) ALTER-Math Tutoring Agent Study if applicable**

Led by the University of Florida (UF), ALTER-Math shifts students' roles from passive learners into proactive teachers to AI through an advanced learning framework, learning-by-teaching. ALTER-Math, aims to double the rate of algebra learning for students, particularly for those from low-income households, by developing effective, scalable, and responsible AI-enhanced teachable agents, utilizing large language models (LLMs) and cutting-edge AI technologies. Our study seeks to answer the following research question: "How effectively does the AI-powered teachable agent engage students and improve students' mathematical achievements?" The UF Lastinger Center requests access to data to inform the ongoing evaluation and iterative improvement efforts necessary to achieve the project goals. The results of the analyses will provide key insights to the relationships between ALTER-Math usage patterns and student academic achievement in mathematics for learnings in any subgroup, highlighting opportunities for ongoing improvement for the tutoring agent.

b. Scope of the proposed study:

**(i) Professional Learning Evaluation Study**

The scope of the proposed studies include analyses of deidentified student data examining students' reading and mathematics scores before, during, and following direct (as participants) and/or indirect (as students of educators) exposure to UF Lastinger Center programs and by comparing reading and mathematics scores for students with and without direct (as participants) and/or indirect (as students of educators) exposure to Lastinger Center programs.

**(ii) ALTER-Math Tutoring Agent Study if applicable**
Upon electing to participate in this study, teacher participants will integrate the usage of ALTER-Math in their instruction of middle school or Algebra I mathematics students. We recommend that teachers plan for 30-minutes of learning activities with ALTER-Math every week. However, it is completely up to teachers how they would adopt ALTER-Math in their instructional plans. In this study, our data collection methodology combines qualitative and quantitative strategies to ensure comprehensive coverage and reliability. We prioritize ethical considerations by deidentifying all data to protect participant privacy and uphold confidentiality. Participants, including teachers and students, are informed of their rights during the recruitment and consent processes. The opt-out process is straightforward and can be initiated at any stage, ensuring that participants feel comfortable and respected throughout the study. Our study will evaluate both the cognitive (i.e., students' mathematics performance as assessed through FAST progress monitoring) and affective outcomes (i.e., engagement) collected from the students, further analyzed based on their demographics (e.g., gender, race, low-income status).

c. Duration of the study:

**(i) Professional Learning Evaluation Study**
These studies will remain active as long as this Agreement is active.

**(ii) ALTER-Math Tutoring Agent Study if applicable**
This **ALTER-Math Tutoring Agent** research project will end in 2027. For the study planned in Spring 2025, we aim to conduct the study activities including teachers and students for no more than three months. We expect to request a research collaboration for more studies of similar length in Spring 2026 and 2027.

d. Information to be disclosed: (see Exhibit D)

# Exhibit "D" - Data

| Data Fields Requested | Requested for | | | | |
|---|---|---|---|---|---|
| | New Worlds Reading – Directory Data | Florida Tutoring Advantage | Early Learning Professional Learning | **Literacy** Professional Learning | Math **Professional** Learning |
| 1. Student First Name | ✓ | ✓ | | | |
| 2. Student Last Name | ✓ | ✓ | | | |
| 3. Student FLEID | ✓ | ✓ | ✓ | ✓ | ✓ |
| 4. Student SISID | ✓ | ✓ | ✓ | ✓ | ✓ |
| 5. Parent First Name | ✓ | | | | |
| 6. Parent Last Name | ✓ | | | | |
| 7. Parent Mailing Address | ✓ | | | | |
| 8. Parent Email Address | ✓ | | | | |
| 9. Parent Phone Number | ✓ | | | | |

✓ and shading indicates what program needs the particular data field(s).

**Part 1: Industry-Standard Data**

| **List of Data Fields Requested for all above programs** |
|---|
| For ALTER-Math project: Student Math Nation User ID/Username if applicable |
| Student Date of Birth |
| Course |
| Teacher Name |
| Teacher Email Address |
| Teacher ID |
| Teacher Role |
| Teacher Job Title |
| Teacher Employment Status |
| Teacher Certification(s) & Endorsement(s) |
| Teacher Years in District |
| Teacher Highest Degree |
| ~~Student Free/Reduced Lunch Status~~ |
| Date Enrolled in Grade/Course with Teacher |
| Days Enrolled in Grade/Course with Teacher |
| Days Absent from Grade/Course with Teacher |
| EOC ELA/Math Scaled Score |

| |
|---|
| EOC ELA/Math Achievement Level |
| EOC ELA/Math Percentile Rank |
| (Approximate) Date of Administration for each Achievement Measure Provided |
| ELA/Math Course Grade |
| Student Attendance Actual (days attended in given quarter) |
| Student Attendance Expected (Days assigned in given quarter) |
| Student Tier Support Level 2 Flag |
| Student Tier Support Level 3 Flag |

| List of Data Fields that May be Requested if not Provided by FL Department of Education |
|---|
| Student District Number |
| Student District |
| Student School Number |
| Student School Name |
| Student Grade |
| Student Age |
| Student Sex |
| Student Race/Ethnicity |
| Student English Proficiency status |
| Parent Home Language |
| Student Exceptionality (Primary and Other) |
| Star Early Literacy/Reading/Math Scaled Score for PM1, PM2, PM3 |
| Star Early Literacy/Reading/Math Achievement Level for PM1, PM2, PM3 |
| Star Early Literacy/Reading/Math Percentile Rank for PM1, PM2, PM3 |
| FAST ELA/Math Scaled Score for PM1, PM2, PM3 |
| FAST ELA/Math Achievement Level for PM1, PM2, PM3 |
| FAST ELA/Math Percentile Rank for PM1, PM2, PM3 |

**Third-Party Data:**

Districts partnered with third-party services funded by the Lastinger Center agree to provide all relevant data generated by said third-party services to the Lastinger Center. This data may include, but is not limited to, tutoring sessions, third-party assessments, and other relevant educational activities. This data sharing is necessary for the evaluation and improvement of program effectiveness to comply with legislative mandates. The districts ensure that all necessary permissions and consents have been obtained to share this data in compliance with applicable laws and regulations.

**Part 2: Additional Data** (if applicable)

**Part 3: Excluded Data** (if applicable):

Notwithstanding the foregoing, the following information will not be transferred to Receiving Party:

## Exhibit "E" - Additional Rules or Restrictions (if applicable)

**NONE**

# Exhibit "F" - Data Narrative

**UF Lastinger Center's Need for Data Sharing**

UF Lastinger Center's professional learning products are built upon decades of research on how students prepare for Kindergarten, learn to read, and do mathematics across PK–12, the types of pedagogical practices that best support student learning, and best practices for how to engage adult learners in online and in-person learning contexts. UF Lastinger Center's professional learning provides job-embedded opportunities for educators to apply what they have learned directly in their current context, which translates into enhanced teaching and student learning for years to come.

Meticulously developed to ensure a high-quality professional learning environment, UF Lastinger Center's professional learning programs are designed to make a positive impact on both educators and students. We maximize our impact by engaging in continuous improvement and iterative refinement. We use two parallel pathways to continually enhance our professional learning offerings. First, we examine educators' participation data (e.g., completion rates, knowledge gains, reported self-efficacy, feedback, and satisfaction). These data are collected in our professional learning programs. Second, we examine the impact of our programs on students, with a keen focus on the context of their learning environments - classroom, school, and district. These secondary data are obtained through data sharing agreements between school districts, state entities, and UF Lastinger Center.

A clear understanding of impacts on teacher practice and student learning is beneficial for UF Lastinger Center as it allows us to tailor our professional learning to better serve the unique needs of each community. By agreeing to a data sharing agreement, school districts play a crucial role in this process, contributing to the enhancement of the learning experience for educators and students alike. Moreover, a comprehensive and accurate portfolio of data about teachers and students enables us to provide more meaningful reports to districts and schools. The reports provided by UF Lastinger Center describe district return on investment in teacher professional learning. Further, the reports describe how UF Lastinger Center's professional learning supports the work already happening in districts and schools to improve teaching effectiveness and student achievement in measurable ways. The information provided by UF Lastinger Center provides districts with a more detailed picture of teaching and learning environments, which can be used to make decisions about how to better support teachers and students to meet district goals.

**UF Lastinger Center's Need for Teacher Data**

UF Lastinger Center aims to fully understand the impacts of our state initiatives and professional learning programs so that we can provide clear, actionable insights to districts about teacher and student impacts. The analysis to understand these impacts requires a process whereby teachers who have participated in UF Lastinger Center professional learning are matched to comparison teachers who have not participated in UF Lastinger Center professional learning. Analyzing student data from a matched teacher sample allows us to understand whether our impacts are measurable and expected across similar contexts (e.g., by comparing "apples to apples"). This kind of comparison is vital as we create and enhance our professional learning programs to be responsive to district and school needs, while also being scalable to support educators across Florida. The process for selecting matched teachers would be fully described and agreed upon as part of the data sharing process. The data needed for matching is based upon known teacher and school demographic information, and typically includes constructs like teacher certification and pathway (e.g., alternative/traditional), years experience, grade/course, gender,

race/ethnicity, school grade, school FRL rate, school English Language Learner proportion, and school race/ethnicity makeup.

**UF Lastinger Center's Need for Student Data**

UF Lastinger Center ultimately aims to impact student learning in reading and mathematics through high-quality professional learning. Receiving student data to understand these impacts is vital. We request districts to provide student data that can be merged with educator data to understand whether students of teachers engaged in UF Lastinger Center professional learning have higher scores, make stronger gains, and meet benchmarks as compared to students of teachers not engaged in UF Lastinger Center professional learning.

We need data that reflects student performance and learning outcomes so that we can make sense about how UF Lastinger Center's professional learning programs are working for different types of students. Having the FLEID allows for longitudinal analyses to understand cumulative impacts on students as they move through the K-12 system. More precisely, we are requesting student-level data for the following purposes:

- **Personalized Improvement:** Student-level data allows for a more granular understanding of student performance connected to specific teachers participating in particular UF Lastinger Center programs. We can make sense of how differences in student outcomes are connected to specific ways teachers have learned from professional learning programs, and how their practice has changed. This is instrumental in tailoring and improving the course(s).
- **Promotion of State Initiatives:** Student-level data allows us to privately promote state initiatives to the families of eligible students who can benefit from participation in the New Worlds Reading Initiative and Florida Tutoring Advantage.
- **Impact Measurement:** Student-level data helps us measure the direct impact of professional learning on student outcomes, which is a powerful way to assess program effectiveness.
- **Identifying Patterns:** Student-level data can help identify patterns and trends in student performance across different classrooms, schools, or districts. These insights can guide systemic improvements and policy decisions.
- **Research and Development:** Student-level data can contribute to research efforts aimed at understanding effective teaching strategies and interventions, leading to the development of better teaching methods and tools.
- **Accountability and Transparency:** Student-level data promotes accountability and transparency by providing evidence of the impact of professional development programs, showing districts their return on investment.

For instance, careful analysis of student-level data from matched teachers will allow us to say things like this:

*When teachers have shown evidence of___ ways of being able to engage students in learning____ mathematics or reading, and when students have___ types of characteristics, students are able to make ___ types of gains in___ type of reading or mathematics. Therefore, it is important for teachers to be able to support students in____ specific types of ways of engaging in learning, and students with___ types of characteristics are going to need____ types of different supports so that___ student outcomes can be achieved.*

Relying solely on aggregated student data significantly limits our ability to make nuanced claims about the impact of our professional learning programs. For instance, if we only had access to aggregate data such as the proportion of students with specific characteristics (e.g., demographics, grades, attendance) or achievement levels on the FAST mathematics assessments, we would be unable to understand the individual experiences of students with the implementation of these programs.

With only aggregate data, we could make broad statements such as, "UF Lastinger Center professional learning programs work well when certain student and teacher characteristics are present." However, this overlooks the possibility that a specific type of student, who might be present in most classrooms, is not benefiting from the implementation as expected. Without individual-level data, we would not be aware of this issue and might mistakenly conclude that the impact was smaller than anticipated. Student-level data is essential to capture these nuances and drive meaningful improvements in our professional learning system.

**Data Security and Identity Confidentiality**

Data are stored in **dual-authenticated, password protected** files stored in UF-approved local or cloud storage locations. Per University of Florida policy, "electronic data should be saved on a device that has the appropriate security safeguards such as unique identification of authorized users, password protection, encryption, automated operating system patch (bug fix) management, anti-virus controls, firewall configuration, and scheduled and automatic backups to protect against data loss or theft." Only those who need access on the research team to conduct analysis will be granted access to the data. Any public reporting of findings in any form will keep the identities of participants, schools, and the district **confidential** through pseudonyms, vague language (e.g., a large school district in the southern US), and rounded demographic information so that identities may not be determined.

**Requested Data (see Exhibit "D")**

UF Lastinger Center is requesting student-level data for educators who engaged in UF Lastinger Center professional learning, as well as for student-level data from an anonymized matched sample of teachers as a comparison (see Exhibit "D") for the teacher's students the year prior to participation in our professional learning and the subsequent year to have better baseline and longitudinal measures of impact.

# EXHIBIT "G" - Disclosing Party's Privacy and Security Clauses

1. **Disclosing Party's Disclosure of Education Records.**

a) Disclosing Party staff will provide Receiving Party with the Personally Identifiable education records in this section for the following purposes:

(1) To evaluate the impact of Receiving Party's provider programs:

(a) New Worlds Reading
(b) Florida Tutoring Advantage
(c ) Early Learning Professional Learning
(d) Literacy Professional Leaming
(e) Math Professional Learning

(2) To report de-identified program outcome data to stakeholders and State of Florida agencies.

(3) To provide professional learning to Disclosing Party's staff.

b) Disclosing Party staff will provide Receiving Party with the following education records, via secure email.

(1) See **Exhibit D – Data**, for the specific types of education records disclosed for each program.

c) FERPA exceptions to consent.

(1) Information to Receiving Party for studies and evaluation:

(a) Studies Exception. 20 U.S.C. § 1232g(b)(l)(F) and 34 C.F.R. § 99.3 l (a)(6). This section of FERPA is meant to allow educational researchers to analyze data and provide results and/or analysis back to the Disclosing Party in order to improve instruction and improve educational outcomes. **See Exhibit C - Studies Exception.**

(2) To provide professional learning to Disclosing Party staff.

(a) School Official or Representative (or Outsourced Services) Exception. 34 C.F.R. § § 99 .3 l (a)( l) and 99.7(a)(3 )(iii). In which case the following applies "school official", or otherwise qualifies under the "studies exception", under FERPA and has a legitimate educational interest in personally identifiable information from education records because for purposes of this Agreement, Receiving Party: (i) provides a service or function for which the local educational agency ("LEA") would otherwise use employees; (ii)

is under the direct control of the LEA with respect to the use and maintenance of education records; and (iii) ) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records. **See Exhibit "B" - Services.**

d) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in Receiving Party's privacy policies if any.

**2. Receiving Party Safeguarding the Confidentiality of Education Records.**

a) Privacy. Notwithstanding any provision to the contrary within this Agreement, Receiving Party shall:

1) Fully comply with the requirements of Sections I002.22, I002.221, 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; and

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

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 I006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494. Florida Statutes; and

4) Notify the Disclosing Party's 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.

b) IT Security. Notwithstanding any provision to the contrary within this Agreement, Receiving Party shall:

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 Disclosing Party upon request; and

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

3) Notify the Disclosing Party's Director Information Security and Assurance 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

4) Fully cooperate with appropriate Disclosing Party employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

5) Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse Disclosing Party any direct costs incurred by Disclosing Party for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

6) Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

7) Provide Disclosing Party with the name and contact information of its employee who shall serve as Disclosing Party's primary security contact and shall be available to assist Disclosing Party in resolving obligations associated with a security breach of confidentiality of education records; and

8) Purge education records from any media once the media is no longer in use or is to be disposed; and

9) Return, at Disclosing Party's request, all education records to Disclosing Party (at no additional cost and in a format that is compatible with Disclosing Party's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide Disclosing Party with a written acknowledgment of said disposition. All education records remain the property of Disclosing Party, and any party contracting with Disclosing Party serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

c) Liability. Receiving Party shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless Disclosing Party and its officers and employees for any violation of this section, including, without limitation, defending Disclosing Party and its officers and employees against any complaint,

administrative or judicial proceeding, payment of any penalty imposed upon Disclosing Party, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon Disclosing Party 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.

d) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

3. **Disclosure of Disclosing Party's Employee Records**.

a) Disclosing Party staff will provide Receiving Party with the Personally Identifiable employee records in this section for the following purposes:

1) For Receiving Party to provide professional development to Disclosing Party staff for the programs listed below. Disclosing Party will have separate written Agreements for each of the following:

(a) New Worlds Reading
(b) Florida Tutoring Advantage
(c) Early Leaming Professional Leaming
(d) Literacy Professional Leaming
(e) Math Professional Leaming

2) To evaluate Receiving Party's programs, and report **de-identified** program outcome data to Disclosing Party staff.

(a) Disclosing Party staff will provide Receiving Party with the following employee records, via secure email. See **Exhibit D - Data** for the specific types of employee records disclosed for each program.

b) The requirements of this section shall supersede any uses and disclosures of employee records or the like as listed in Receiving Party's privacy policies if any.

4. **Receiving Party Safeguarding the Confidentiality of Disclosing Party's Employee Records.**

a) Privacy. Notwithstanding any provision to the contrary within this Agreement. Receiving Party shall:

1) Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; and

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; and

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

4) Notify the Disclosing Party's Privacy Officer immediately upon discovery of a hard copy breach of confidentiality or 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.

b) IT Security. Notwithstanding any provision to the contrary within this Agreement. Receiving Party shall:

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; and

2) Notify the Disclosing Party's IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of employee 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

3) Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse Disclosing Party any direct costs incurred by Disclosing Party for doing so; and

4) Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

c) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

5. **Receiving Party's Re-Disclosure of Disclosing Party's Education Records**.

1. Receiving Party will re-disclose the following education records to Littera (subprocessor) to ensure student eligibility, matching to service, tracking student progress, and data cleaning:

(a) Student First Name
(b) Student Last Name
(c) Student date of birth
(d) Florida Education Identifier (FLEID)
(e) Student Information System Identification (SISID)
(f) District Number

(g) District Name
(h) School Number
(i) School Name

6. **Third Party Safeguarding the Confidentiality of Education Records**. For any and all education records and employee records that Receiving Party rediscloses to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, Receiving Party shall ensure that those third parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. Receiving Party 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.

7. **Receiving Party's Re-Disclosure of Disclosing Party's Employee Records**. Receiving Party will re-disclose the employee records listed in this Agreement to Littera (subprocessor) to ensure accurate student and teacher matching is associated with the subject area students are receiving tutoring in.

8. **Third Party Safeguarding the Confidentiality of Employee Records**. For any and all employee records that Receiving Party rediscloses to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, Receiving Party shall ensure that those third parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. Receiving Party 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.

Status: ADDED ITEM

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | B. Board Members |
| **DEPARTMENT:** | Board Member - District 9 - At Large |

| | |
|---|---|
| Agenda Item Number: | B-1. |
| Consent or Open Item: | Consent |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**Explore a Salary Step Schedule for Education Professionals**
**ADDED**

**REQUESTED ACTION:**

**Direct the Superintendent to Explore a Salary Step Schedule for Education Professionals. The Superintendent shall present findings and recommendations to The School Board of Broward County, Florida (SBBC) by July 31, 2026.**

**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:**

There is no immediate fiscal impact associated with this direction.

**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: March 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**

Explore a Salary Step Schedule for Education Professionals

**Board Meeting Date: March 10, 2026**

**Requested Action:** Direct the Superintendent to Explore a Salary Step Schedule for Education Professionals. The Superintendent shall present findings and recommendations to The School Board of Broward County, Florida (SBBC) by July 31, 2026.

**School Board Policy Requirement/Authority:** N/A

**Statutory Requirement/Authority:** N/A

**District-zone Impact:** District-wide (Hixon)

**Impact of the School Board's Vote:**
**- If the School Board votes "Yes":** SBBC directs the Superintendent to explore the development of a structured teacher salary step schedule and to provide a report to SBBC outlining potential models, fiscal impact, and implementation options for consideration in future budget planning.

**- If the School Board votes "No":** SBBC does not direct the Superintendent to explore the development of a structured teacher salary step schedule and to provide a report to SBBC outlining potential models, fiscal impact, and implementation options for consideration in future budget planning. Teachers will continue to receive compensation using the current methodology.

**Background/History:**

SBBC previously utilized a salary step schedule that provided educators with a predictable pathway for salary increases based on years of service and experience. This structure allowed teachers to clearly understand when they could expect increases in compensation throughout their careers.

Over time, changes to compensation structures at the state level and local negotiations have resulted in the removal of a traditional step schedule. While adjustments and negotiated increases have occurred, many educators no longer have a clear or predictable timeline for when salary increases may occur.

A structured step system provides transparency and predictability for teachers, allowing them to plan for their professional and financial future. It also supports recruitment and retention by demonstrating a clear commitment to rewarding experience and continued service to the District.

As SBBC continues to address long-term financial planning and teacher retention, it is important to explore whether a modernized salary step framework could be developed that aligns with state requirements, collective bargaining agreements, and the District's fiscal realities.

**This agenda item directs the Superintendent to:**

- Review the District's historical teacher salary step schedule and compensation structure.
- Examine compensation models used by other large Florida school Districts that maintain step schedules or similar salary progression frameworks.
- Evaluate how a structured salary step schedule could support teacher recruitment, retention, and career longevity in Broward County Public Schools.
- Analyze the fiscal impact and long-term budget considerations associated with implementing a step schedule.
- Identify potential models that provide educators with a predictable timeline for salary increases while maintaining budget sustainability.
- Provide recommendations and potential implementation strategies that could be incorporated into future collective bargaining discussions.

**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 immediate fiscal impact associated with this direction. Any financial implications related to implementing a salary step schedule will be identified as part of the Superintendent's report.

| 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 |

**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

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | C. Office of The Superintendent |
| **DEPARTMENT:** | Superintendent |

| | |
|---|---|
| Agenda Item Number: | C-1. |
| Consent or Open Item: | Consent |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**Final Order of Broward County School Board vs. Ryan Reidy**

**REQUESTED ACTION:**

**Approve the Final Order adopting the Recommended Order entered on January 27, 2026, by Brittany O. Finkbeiner, Administrative Law Judge, in the matter of Broward County School Board vs. Ryan Reidy, Case No. 25-2811TTS, before the State of Florida Division of Administrative Hearings. District 4**

**RATIONALE:**

For the Requested Actions, 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:**

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: | 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 Feb 24, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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. Ryan Reidy

**Board Meeting Date:** March 10, 2026

**Requested Action:** Approve the Final Order adopting the Recommended Order entered on January 27, 2026, by Brittany O. Finkbeiner, Administrative Law Judge, in the matter of Broward County School Board vs. Ryon Reidy, Case No. 25-2811TTS, 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, 1006.07 (6) (f), 1012.27(5), and 1012.33

**District-zone Impact:** District 4

**Impact of the School Board's Vote:**
**- If the School Board votes "Yes":** The School Board approves the Recommended Order in its entirety, terminating Ryan Reidy.
**- If the School Board votes "No":** N/A. The School Board must take final agency action by rendering a Final Order.

**Background/History**

During the 2024-2025 school year, Ryan Reidy ("Reidy") breached campus security protocols on four (4) separate occasions in August when he let a colleague into the campus through an exterior door instead of using the designated single point of entry.

On or around August 15, 2024, he again violated safety rules by allowing a student access via an exterior door, by passing the required entry point.

On August 20th and 21st, 2024, Reidy also compromised security by propping open an exterior door and leaving it unattended. He left his classroom door propped open as well, with students inside but unsupervised.

Furthermore, Reidy falsified attendance records on four (4) occasions by signing in twice—once for himself and once for a colleague who was not present on campus.

The Administrative Complaint was served on Reidy recommending termination, and he timely requested a hearing. The School Board approved the recommendation, and the matter was 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 termination. The DOAH hearing was held on November 18, 2025, the ALJ entered a Recommended Order dismissing Reidy from employment.

**Alignment to 2027 Goals and Guardrails:** Business Operation

**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 | -- | — | — | | |

**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

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

BROWARD COUNTY SCHOOL BOARD,

Petitioner,

DOAH CASE NO.: 25-2811TTS

RSBM Agenda: 03/10/2026-C-1

v.

RYAN REIDY,

Respondent.
_____/

**FINAL ORDER**

THIS CAUSE came before THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("School Board") regarding the hearing conducted on November 18. 2025, by the Division of Administrative Hearings to consider adoption of the Recommended Order entered on January 27, 2026, by Brittany O. Finkbeiner, 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 Recommend Order in its entirety, which is incorporated herein by reference. See Recommended Order attached hereto as Exhibit "A").
3. The SCHOOL BOARD hereby terminates Respondent RYAN REIDY from his employment as a teacher.
4. 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:

AYLA ARSHAD, ESQUIRE
DENISE M. HEEKIN, ESQUIRE
Bryant Miller Olive P.A.
One Southeast Third Avenue, Suite 2200
Miami, Florida 33131
Counsel for the School Board

ROBERT F. MCKEE, ESQUIRE
Robert F. McKee, P.A.
1718 E. 7th Avenue, Suite 301
Tampa, Florida 33605
Counsel for Joanna Marie Herring

DR. HOWARD HEPBURN, Superintendent of Broward County 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. 25-2811TTS

RYAN REIDY,

Respondent.
_____/

## RECOMMENDED ORDER

Administrative Law Judge Brittany O. Finkbeiner conducted the final hearing in this case for the Division of Administrative Hearings ("DOAH") on November 18, 2025, by Zoom conference.

## APPEARANCES

For Petitioner: Ayla Arshad, Esquire
Denise Marie Heekin, Esquire
Bryant Miller Olive, P.A.
1 Southeast 3rd Avenue, Suite 2200
Miami, Florida 33131

For Respondent: Robert F. McKee, Esquire
Robert F. McKee, P.A.
1401 22nd Avenue
Tampa, Florida 33605

## STATEMENT OF THE ISSUES

Whether Petitioner, Broward County School Board ("Petitioner" or "School Board"), proved, by a preponderance of the evidence, charges of Misconduct in Office; Incompetency; and Gross Insubordination against Respondent, Ryan Reidy ("Respondent"); and if so, what penalty is proper.

Exhibit "A"

## PRELIMINARY STATEMENT

In an Administrative Complaint, dated on April 15, 2025, Petitioner charged Respondent with Misconduct in Office; Incompetency; and Gross Insubordination. Petitioner seeks to terminate Respondent's employment based on the charges. Respondent requested an administrative hearing to dispute Petitioner's recommended penalty. The final hearing took place on November 18, 2025.

At the hearing, Petitioner offered the testimony of Dr. Claire Norris ("Dr. Norris"); Beatriz Miranda ("Ms. Miranda"); Christine Clock; Tiffany Barnett ("Ms. Barnett"); Rachel Greenhawt; Vanessa Cannon; and David Azzarito ("Mr. Azzarito"). Petitioner's Exhibits 1 through 25 and 27 through 36 were admitted into evidence. Respondent testified on his own behalf and did not introduce any exhibits. A Transcript of the final hearing was filed at DOAH on December 8, 2025. Both parties submitted proposed recommended orders, which have been duly considered in this Recommended Order.

All references to the Florida Statutes are to the 2024 version, which was in effect at the time of the matters relevant to these proceedings.

## FINDINGS OF FACT

1. Petitioner is a duly-constituted district school board.

2. At all times relevant to this proceeding, Respondent was a teacher employed by Petitioner, teaching seventh-grade science at Forest Glen Middle School ("Forest Glen").

3. For the 2024–2025 school year, teachers reported to work August 5 through 9, 2024, for their pre-planning week. Students began school on August 12, 2024.

4. On August 2, 2024, Dr. Norris, the principle at Forest Glen, emailed a pre-planning week agenda and information outlining expectations and logistics for the upcoming school year. Dr. Norris sent the email through an automated Forest Glen mailing list, which included all school staff.

5. The agenda for pre-planning week included the following meetings on August 5, 2024: Welcome Back Breakfast (8:00 a.m.); Department Meetings (10:05-11:25 a.m.); Grade Level Meetings (12:35-1:35 p.m.); and Safety, Professional Expectations, and First Day Overview Meeting ("Safety Meeting") (1:45-3:30).

6. Ms. Miranda, the office manager at Forest Glen, was in charge of monitoring meeting attendance as well as organizing and distributing materials to staff during the pre-planning week.

7. Around 8:30 a.m. on August 5, 2024, Ms. Miranda noticed that Respondent was not present for the Welcome Back Breakfast. Ms. Miranda texted Respondent at 8:32 to ask if he planned to attend. Respondent answered that he was on campus and would report to the meeting soon. Ms. Miranda distributed folders of materials to the teachers as they signed in, which included required acknowledgements to be returned. Respondent did eventually report to the meeting—his name appeared on the sign-in sheet, and Ms. Miranda credibly testified that she saw Respondent there and that he received his folder, signed out his keys, and returned the required forms.

8. Among the materials that Ms. Miranda distributed and collected once complete was an acknowledgement form of receipt of the faculty and staff handbook and ethics materials. The form, as signed and completed by Respondent, states:

> I, Ryan Reidy, have received a copy and have been oriented to the following documents:

> 1. The Code of Ethics, The Principals of Professional Conduct and the Standards of Competent Professional Performance.
>
> 2. Forest Glen Middle School Employee Handbook online. I understand that I am accountable for the information included therein.
>
> * * *
>
> My signature is acknowledgement that I have received the aforementioned forms electronically and that the Forest Glen Administration reviewed said materials and forms with me. I understand that I am accountable for the information contained therein.

9. The Forest Glen Handbook says: "During class changes, classroom teachers must stand in the doorway and actively supervise the hallways."

10. Ms. Barnett is an assistant principal at Forest Glen, with supervisory responsibility over seventh-grade teachers. During pre-planning week, she informed staff of safety and security procedures and applicable state laws during both grade-level meetings and the school-wide Safety Meeting. In the grade-level meeting, Ms. Barnett discussed recent statutory changes, including requirements that interior and exterior doors remain closed and locked, and that violations could result in disciplinary action.

11. Ms. Barnett identified the attendance sheet from the grade level meeting, which bears Respondent's initials. Additionally, Ms. Barnett recalled that she personally saw Respondent at the meeting. The sign-in sheet for the Safety Meeting also reflects Respondent's attendance.

12. As staff entered the Safety Meeting, they were handed a copy Forest Glen's safety handbook. Respondent signed a form that reads, in all capital letters, "I ACKNOWLEDGE RECEIPT OF FOREST GLEN MIDDLE SCHOOL'S 2024-2025 SAFETY HANDBOOK. I AM RESPONSIBLE FOR THE INFORMATION CONTAINED WITHIN."

13. A PowerPoint presentation used at the Safety Meeting opens with the first slide alerting teachers that they are required to use a single point of entry to the school. The same presentation includes a subsequent slide with the word "MANDATORY" at the top in all capital letters. The slide explains that it is a legal requirement that all interior and exterior doors be locked at all times, that violations will be reported, and may result in discipline.

14. Ms. Barnett sent an email to all Forest Glen staff on August 14, 2024, to reinforce the importance of keeping campus doors secure. The email includes an attachment of the legislation requiring that doors be locked, leaving no doubt for recipients that the new requirements have the force of law.

15. Forest Glen staff reviewed surveillance camera footage, prompted by certain individuals failing to appear on camera at the designated single point of entry. Respondent does not dispute that he is the person appearing in the video clips described below.

16. Respondent first appeared in a video dated August 7, 2024, opening the bus loop doors to allow another teacher to enter. These particular doors lead directly to the bus loop and main parking lot—they are considered exterior doors because there is no fencing separating them from campus. The bus loop doors remain locked and automatically lock from the outside to prevent reentry.

17. On August 15, 2024, Respondent appears on camera again opening the bus loop doors for the same colleague, this time accompanied by her son, a Forest Glen student.

18. On August 20, 2024, Respondent was filmed pushing a cart out of the bus loop doors, propping one of the doors open to keep it from automatically locking, then reentering a few minutes later. He also opened the doors again for his colleague on August 21, 2024.

19. On August 21, 2024, Respondent intermittently wandered outside the line of sight of his classroom door while students were transitioning to first period between 9:14 a.m. and 9:19 a.m.

20. Respondent testified that he understood the school had a "single point of entry," but claimed he did not know the specific requirements of the rule. Incredibly, Respondent denied any personal responsibility for understanding and following safety requirements, despite numerous documented occasions where the information was provided and emphasized as important. Respondent even denied attending one of the pre-planning meetings, although his name appeared on the sign-in sheet without an alternate explanation, and credible eyewitness accounts of his presence. Throughout his testimony, Respondent was dishonest, defensive, and completely devoid of accountability.

21. Mr. Azzarito was the chief of human relations for Forest Glen during the 2024-2025 school year. He determined that Respondent's conduct violated School Board Policy 4.9, which carries a permissible range of punishment between reprimand to dismissal. Mr. Azzarito found that dismissal was the appropriate penalty based on the nature of the offenses and the discipline imposed in similar circumstances. Further, Mr. Azzarito provided context in his testimony explaining why keeping exterior doors secured is a fundamental part of protecting students. He testified that, given what schools have experienced in the past and the heightened focus on campus safety, staff are trained to treat even small lapses as serious concerns. He emphasized that safety is reinforced daily through training and reminders, and that everyone is expected to always follow procedures because even something that seems minor, like an unsecured door, can create a preventable risk for students.

Ultimate Facts

22. Respondent's conduct of leaving the line of sight of his classroom door during transitions and repeatedly misusing exterior doors constitutes Misconduct in Office; Incompetency; and Gross Insubordination, with the exception of August 7, 2024, when students had not yet returned to campus.

## CONCLUSIONS OF LAW

23. DOAH has jurisdiction over the parties and subject matter of this proceeding pursuant to sections 120.569, 120.57(1), and 1012.33(6)(a)2., Florida Statutes.

24. Petitioner is responsible for the operation, control, administration, and supervision of all free public schools within the district. Art. IX, § 4(b), Fla. Const.; §§ 1001.30 and 1001.32, Fla. Stat. Petitioner's powers and duties include providing for the suspension and dismissal of employees. § 1012.22(1)(a) and (f), Fla. Stat.

25. Petitioner bears the burden of proving its charges against Respondent by a preponderance, or greater weight, of the evidence. *See McNeil v. Pinellas Cnty. Sch. Bd.*, 678 So. 2d 476, 477 (Fla. 2d DCA 1996).

26. Section 1012.33(6)(a) states that, "[a]ny member of the instructional staff … may be suspended or dismissed at any time during the term of the contract for just cause as provided in paragraph (1)(a)."

27. Florida Administrative Code Rule 6A-5.056(2) defines misconduct in office as one or more of the following:

> (a) A violation of the Code of Ethics of the Education Profession in Florida adopted in Rule 6A-10.080, F. A. C;
>
> (b) A violation of the Principles of Professional conduct for the Education Profession 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.

28. Rule 6A-5.056(3) defines "incompetency" as "the inability, failure or lack of fitness to discharge the required duty as a result of inefficiency or incapacity." "Inefficiency" means one or more of the following:

1. Failure to perform duties prescribed by law;

29. Rule 6A-5.056(4) defines gross insubordination as "the intentional refusal to obey a direct order, reasonable in nature, and given by and with proper authority; misfeasance, or malfeasance as to involve failure in the performance of the required duties."

30. Florida Administrative Code Rule 6A-10.081, Principles of Professional Conduct for the Education Profession in Florida states, in relevant part:

(1) Florida educators shall be guided by the following ethical principles:

(a) The educator values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.

(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)(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.

31. Section 1012.01(2) classifies Respondent as "instructional personnel."

32. School Board Policy 4008(B) requires that members of the instructional staff perform the following:

> 1. Comply with the Code of Ethics and the Principles of Professional Conduct.
>
> * * *
>
> 8. Conform to all rules and regulations that may be prescribed by the State Board and by the School Board.

33. In the opening sentence of section 1006.07, Florida Statutes, the Florida Legislature clearly states the policy objectives that give context to the provisions that follow. The introductory sentence states: "The district school board shall provide for the proper accounting for all students, for the attendance and control of students at school, and for proper attention to health safety, and other matters relating to the welfare of students[.]"

34. Section 1006.07(6) states, in pertinent part:

> SAFETY AND SECURITY BEST PRACTICES.—Each district school superintendent shall establish policies and procedures for the prevention of violence on school grounds
>
> * * *

> (f) School safety requirements.—Each school district and charter school governing board shall comply with the following school safety requirements, which apply from 30 minutes before the school start time until 30 minutes after the end of the school day:
> 1. All gates or other access points that restrict ingress to or egress from the exclusive zone of a school campus shall remain closed and locked when students are on campus. For the purposes of this section, the term "exclusive zone" means the area within a gate or door allowing access to the interior perimeter of a school campus beyond a single point of entry.
>
> * * *
>
> 2.a. All school classrooms and other instructional spaces must be locked to prevent ingress when occupied by students, except between class periods when students are moving between classrooms or other instructional spaces. If a classroom or other instructional space door must be left unlocked or open for any reason other than between class periods when students are moving between classrooms or other instructional spaces, the door must be actively staffed by a person standing or seated at the door.
>
> * * *
>
> (g) Progressive discipline policy.—Each district school board and charter school governing board shall adopt a progressive discipline policy for addressing any instructional personnel as defined in s. 1012.01(2) and any administrative personnel as defined in s. 1012.01(3) who knowingly violate school safety requirements.

35. Respondent argues that section 1006.07(6) is inapplicable to the facts of this case because it is a directive to school districts, not individual teachers. The actions directed to the school board, however, carry a concomitant enforcement element that can only be accomplished by requiring individual employees to adhere to the statutory requirements. The school district is required to "establish policies and procedures" in line with the

statutory best practices, which Petitioner did. A school board is not an anthropomorphic entity that can "comply with the following school safety requirements" except through the individuals in its employ. Further, the Florida Legislature clarifies that it contemplates individual accountability by including a provision for adopting a progressive discipline policy for "instructional personnel … who knowingly violate school safety requirements."

36. Respondent's knowledge of the safety requirements is clearly established. Viewing the record evidence in the most favorable light, Respondent was either willfully ignorant, or blatantly lying. Where Respondent's mindset falls within that spectrum, however, is immaterial to the outcome of this case. Actual notice can be implied, which includes "notice inferred from the fact that the person had means of knowledge, which it was his duty to use and which he did not use[.]" *Sapp v. Warner,* 105 Fla. 245, 255, 141 So. 124, 127 (Fla. 1932). Respondent "has no right to shut his eyes or ears to avoid information, and then say that he has no notice … it will not suffice the law to remain willfully ignorant of a thing readily ascertainable[.]" *Id.* Respondent's claim of ignorance is further dismantled by that fact that he acknowledged in writing that he understood his responsibility to know and follow the rules.

37. School Board Policy 4.9, Section II, provides, in relevant part, that the following are "Category B" offenses, for which the recommended range of discipline is Reprimand/Dismissal:

> (m) Any violation of The Code of Ethics of the Education Professional in the State of Florida – State Board of Education Administrative Rule[.]
>
> * * *
>
> (r) Failure to comply with School Board policy, state law, or appropriate contractual agreements[.]

38. The record evidence substantiates, by a preponderance of the evidence, that Respondent committed offenses proscribed by School Board Policy 4.9, Section II, (m) and (r).

39. Deference is due school boards' judgment regarding their own personnel decisions. "Courts have little room to define what constitutes 'more severe acts of misconduct' as against those responsible for running the county's schools." *Quiller v. Duval Cnty. Sch. Bd.*, 171 So. 3d 745, 747 (Fla. 1st DCA 2015) *(*citing *Dep't of Prof. Regul. v. Bernal,* 531 So.2d 967, 968 (Fla. 1988) (giving great discretion to boards to determine discipline)). Courts should "not substitute their judgment 'if valid reasons for the board's order exist in the record and reference is made thereto.'" *Id*.

40. The record supports Petitioner's determination that dismissal is the appropriate penalty.

## 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 Respondent from employment.

DONE AND ENTERED this 27th day of January, 2026, in Tallahassee, Leon County, Florida.

Case No. 25-2811TTS

BRITTANY O. FINKBEINER
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 27th day of January, 2026.

COPIES FURNISHED:

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David Chappell, General Counsel
(eServed)

Dr. Howard Hepburn, Superintendent
(eServed)

Robert F. McKee, Esquire
(eServed)

Ayla Arshad, Esquire
(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**

| | |
|---|---|
| 2026-03-10 | 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 January 31, 2026**

**REQUESTED ACTION:**

**Approve the Surplus of Tangible Personal Property for the Period Ended January 31, 2026. 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 January 2026

**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 Feb 13, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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: March 10, 2026**

**Requested Action:**
Approve the Surplus of Tangible Personal Property for the Period Ended January 31, 2026.

**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 January 31, 2026, with a net book value of $2,218.38. 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 : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S19-01407 | 440000230321 | Recordex, SimplicityTouch | ST-750UZ-006701 | 1 | 8/23/2018 | 4,750.00 | 044B | 9721 | 1/31/2026 | G | 7 | 5 | (4,750.00) | - |
| 14-04849 | 440000082866 | DELL OPTIPLEX 7010 W/24" FLAT PANEL | 7FFJBZ1 | 1 | 4/8/2014 | 1,098.51 | 044A | 9722 | 1/31/2026 | T | 12 | 5 | (1,098.51) | - |
| R13-80257 | 440000062541 | Computer, Dell OptiPlex 790 w/24" Flat Pane | 97JJ7V1 | 1 | 8/8/2012 | 1,045.74 | 044A | 9722 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 19-00668 | 440000230005 | LENOVO THINKSTATION P320, DESKTOP BUNDLE | MJ075ZBD | 1 | 8/24/2018 | 1,163.00 | 044A | 9724 | 1/31/2026 | T | 7 | 5 | (1,163.00) | - |
| R04-85734 | 440000059290 | CISCO 4400 WIRELESS CONTROLLER | FLS0931000Z | 1 | 4/30/2004 | 9,948.00 | 044A | 9724 | 1/31/2026 | T | 22 | 5 | (9,948.00) | - |
| 07-12123 | 440000007142 | PRINTER LEXMARK T640N B/W LASER 2 DRAWERS | 790ZY3V | 1 | 5/1/2007 | 1,384.00 | 044A | 9724 | 1/31/2026 | T | 19 | 5 | (1,384.00) | - |
| 12-01912 | 440000058736 | cisco 5508 series controller (up to 25 a | FCW1532L04E | 1 | 11/15/2011 | 13,595.75 | 044A | 9724 | 1/31/2026 | T | 14 | 5 | (13,595.75) | - |
| A13-80515 | 440000058323 | COMPUTER, DELL OPTIFLEX 7010 W/24" | G7QFRW1 | 1 | 2/7/2013 | 1,098.51 | 044A | 9724 | 1/31/2026 | T | 13 | 5 | (1,098.51) | - |
| 15-00364 | 440000086226 | PRINTER, LEXMARK MS610DN B/W DUPLX LASER | 451444HH19WV1 | 1 | 7/16/2014 | 1,248.00 | 044A | 9724 | 1/31/2026 | T | 12 | 5 | (1,248.00) | - |
| 15-01081 | 440000087495 | LENOVO THINKPAD W540 | R902N4FK | 1 | 8/26/2014 | 1,284.00 | 044A | 9724 | 1/31/2026 | T | 11 | 5 | (1,284.00) | - |
| 15-01090 | 440000087513 | LENOVO THINKPAD W540 | R902N4FB | 1 | 8/26/2014 | 1,284.00 | 044A | 9724 | 1/31/2026 | T | 11 | 5 | (1,284.00) | - |
| 15-01099 | 440000087531 | LENOVO THINKPAD W540 | R902N4FE | 1 | 8/26/2014 | 1,284.00 | 044A | 9724 | 1/31/2026 | T | 11 | 5 | (1,284.00) | - |
| 15-01108 | 440000087550 | LENOVO THINKSTATION P300 TOWER | MJ017SQ5 | 1 | 8/26/2014 | 1,128.00 | 044A | 9724 | 1/31/2026 | T | 11 | 5 | (1,128.00) | - |
| 18-02709 | 440000227278 | LENOVO THINKSTATION P320, DESKTOP BUNDLE | MJ061SEG | 1 | 12/18/2017 | 1,153.00 | 044A | 9724 | 1/31/2026 | G | 8 | 5 | (1,153.00) | - |
| 18-02710 | 440000227279 | LENOVO THINKSTATION P320, DESKTOP BUNDLE | MJ061SEK | 1 | 12/18/2017 | 1,153.00 | 044A | 9724 | 1/31/2026 | G | 8 | 5 | (1,153.00) | - |
| 18-02711 | 440000227280 | LENOVO THINKSTATION P320, DESKTOP BUNDLE | MJ061SEQ | 1 | 12/18/2017 | 1,153.00 | 044A | 9724 | 1/31/2026 | G | 8 | 5 | (1,153.00) | - |
| 18-04442 | 440000229268 | LENOVO TP X1 YOGA 2ND-GN,(i7) LAPTOP | R90QT4T4 | 1 | 6/26/2018 | 1,360.00 | 044A | 9724 | 1/31/2026 | T | 8 | 5 | (1,360.00) | - |
| 21-41066 | 440000293172 | LENOVO THINKPAD E14 i5 NON-TOUCH | PF23XTEW | 1 | 12/14/2020 | 930.50 | 044A | 9724 | 1/31/2026 | G | 5 | 5 | (930.50) | - |
| 05-39973 | 090000000174 | CARTS, GOLF, MODEL TORO WORKMAN | 250000138 | 1 | 1/12/2005 | 15,467.95 | 009A | 9608 | 1/31/2026 | T | 21 | 10 | (15,467.95) | - |
| 89-28125 | 180000000510 | SPRAYER CHEMICAL SKID MOUNTED BROYHILL | 96080001 | 1 | 4/11/1989 | 2,995.00 | 018A | 9608 | 1/31/2026 | G | 37 | 7 | (2,995.00) | - |
| 05-34308 | 140000001036 | LAWN MOWERS POWER HEAVY DUTY ROTARY TYPE | TC0757B030096 | 1 | 10/18/2004 | 5,655.54 | 014A | 3011 | 1/31/2026 | T | 21 | 7 | (5,655.54) | - |
| 02-09326 | 830000000040 | BED, HOSPITAL ELECTRIC | 01115648251691 | 1 | 12/17/2001 | 2,768.75 | 083A | 0211 | 1/31/2026 | G | 24 | 10 | (2,768.75) | - |
| 12-03199 | 830000000484 | Hill Rom Advance Bed Suite | 1115-44B31-A | 1 | 3/30/2012 | 2,380.00 | 083A | 0211 | 1/31/2026 | T | 14 | 10 | (2,380.00) | - |
| 13-00001 | 130000001517 | REFRIGERATOR, TWO- DOOR VICTORY | A1299429 | 1 | 7/19/2012 | 3,234.00 | 013A | 0211 | 1/31/2026 | T | 14 | 7 | (3,234.00) | - |
| 88-20353 | 130000002726 | KETTLE JACK STEAM S/S GROEN EE-40 | 32738-2 | 1 | 2/29/1988 | 3,610.00 | 013A | 0211 | 1/31/2026 | G | 38 | 7 | (3,610.00) | - |
| 04-18131 | 440000012789 | PRINTER, LEXMARK, T630N | 991L99M | 1 | 5/21/2004 | 1,394.00 | 044A | 9777 | 1/31/2026 | T | 22 | 5 | (1,394.00) | - |
| 04-18125 | 440000012783 | PRINTER, LEXMARK T630N | 991L97N | 1 | 5/21/2004 | 1,394.00 | 044A | 9777 | 1/31/2026 | T | 22 | 5 | (1,394.00) | - |
| A16-80231 | 440000220819 | PRINTER, LEXMARK C2410 | 5027529458DDW | 1 | 9/24/2015 | 1,253.00 | 044A | 9777 | 1/31/2026 | T | 10 | 5 | (1,253.00) | - |
| 15-02163 | 440000089332 | LENOVO THINKPAD YOGA I5 | MP05TSH0 | 1 | 10/7/2014 | 1,250.50 | 044A | 9777 | 1/31/2026 | T | 11 | 5 | (1,250.50) | - |
| 14-03728 | 140000002082 | COMMERCIAL MOWER JOHN DEERE 997 | 1TC997SCVDF081832 | 1 | 1/23/2014 | 15,664.88 | 014A | 9608 | 1/31/2026 | T | 12 | 7 | (15,664.88) | - |
| 996104835 | 120000000070 | BUS BODIES, SCHOOL | 4DRBRAAL64B970762 | 1 | 3/31/2004 | 62,457.00 | 012A | 9724 | 1/31/2026 | T | 22 | 10 | (62,457.00) | - |
| 996104885 | 120000000109 | BUS BODIES, SCHOOL | 4DRBRAAN14B970718 | 1 | 3/9/2004 | 69,551.00 | 012A | 9724 | 1/31/2026 | T | 22 | 10 | (69,551.00) | - |
| 996106109 | 120000000213 | BUS, 2006 INTERNATIONAL CE300 SCHOOL | 4DRBUAAN67A346079 | 1 | 9/11/2006 | 71,671.00 | 012A | 9724 | 1/31/2026 | T | 19 | 10 | (71,671.00) | - |
| 996106117 | 120000000221 | BUS, 2006 INTERNATIONAL CE300 SCHOOL | 4DRBUAAN57A346087 | 1 | 9/11/2006 | 71,671.00 | 012A | 9724 | 1/31/2026 | T | 19 | 10 | (71,671.00) | - |
| 996106127 | 120000000231 | BUS, 2006 INTERNATIONAL CE300 SCHOOL | 4DRBUAAN87A346097 | 1 | 9/11/2006 | 71,671.00 | 012A | 9724 | 1/31/2026 | T | 19 | 10 | (71,671.00) | - |
| 996106131 | 120000000235 | BUS BODIES, SCHOOL | 4DRBUAAN67A346101 | 1 | 9/11/2006 | 71,671.00 | 012A | 9724 | 1/31/2026 | T | 19 | 10 | (71,671.00) | - |
| 996106150 | 120000000253 | BUS, 2006 INTERNATIONAL CE300 SCHOOL | 4DRBUAANX7A346120 | 1 | 10/4/2006 | 71,671.00 | 012A | 9724 | 1/31/2026 | T | 19 | 10 | (71,671.00) | - |
| 996106160 | 120000000263 | BUS BODIES, SCHOOL | 4DRBUAAN27A346130 | 1 | 10/3/2006 | 71,671.00 | 012A | 9724 | 1/31/2026 | T | 19 | 10 | (71,671.00) | - |
| 996106164 | 120000000267 | BUS BODIES, SCHOOL | 4DRBUAANX7A346134 | 1 | 10/9/2006 | 71,671.00 | 012A | 9724 | 1/31/2026 | T | 19 | 10 | (71,671.00) | - |
| 996106168 | 120000000271 | BUS BODIES, SCHOOL | 4DRBUAAN77A346138 | 1 | 9/11/2006 | 71,671.00 | 012A | 9724 | 1/31/2026 | T | 19 | 10 | (71,671.00) | - |
| 996106808 | 120000000293 | BUS BODIES, SCHOOL | 4DRBUAALX7A346150 | 1 | 10/16/2006 | 66,327.00 | 012A | 9724 | 1/31/2026 | T | 19 | 10 | (66,327.00) | - |
| 996107105 | 120000000312 | THOMAS C2 BUS BODIES | 4UZABRDJ68CZ08108 | 1 | 12/3/2007 | 89,342.00 | 012A | 9724 | 1/31/2026 | T | 18 | 10 | (89,342.00) | - |
| 996107112 | 120000000319 | BUS BODIES SCHOOL | 4UZABRDJ38CZ08115 | 1 | 11/9/2007 | 89,342.00 | 012A | 9724 | 1/31/2026 | T | 18 | 10 | (89,342.00) | - |
| 996107131 | 120000000338 | THOMAS C2 BUS BODIES | 4UZABRDJ78CZ08134 | 1 | 12/3/2007 | 89,342.00 | 012A | 9724 | 1/31/2026 | T | 18 | 10 | (89,342.00) | - |
| 996107148 | 120000000355 | THOMAS C2 BUS BODIES | 4UZABRDJ78CZ08151 | 1 | 12/5/2007 | 89,342.00 | 012A | 9724 | 1/31/2026 | T | 18 | 10 | (89,342.00) | - |
| 996107150 | 120000000357 | THOMAS C2 BUS BODIES | 4UZABRDJ08CZ08153 | 1 | 12/10/2007 | 89,342.00 | 012A | 9724 | 1/31/2026 | T | 18 | 10 | (89,342.00) | - |
| 996107172 | 120000000379 | THOMAS C2 BUS BODIES | 4UZABRDJX8CZ08175 | 1 | 12/3/2007 | 89,342.00 | 012A | 9724 | 1/31/2026 | T | 18 | 10 | (89,342.00) | - |
| R11-81764 | 130000005327 | Slicer, Hobart 2712 | 63-1002-642 | 1 | 3/17/2011 | 4,152.00 | 013A | 1781 | 1/31/2026 | G | 15 | 7 | (4,152.00) | - |
| 93-33499 | 130000002957 | Slicer, Hobart 1712E | 561-001-636 | 1 | 3/24/1992 | 2,771.00 | 013A | 2001 | 1/31/2026 | G | 34 | 7 | (2,771.00) | - |
| R99-91064 | 130000003800 | Slicer, Hobart 2712 | 561-115-460 | 1 | 1/1/1999 | 2,600.00 | 013A | 0851 | 1/31/2026 | G | 27 | 7 | (2,600.00) | - |
| R03-84549 | 130000004198 | Slicer, Hobart 2712 | 561-181-676 | 1 | 6/30/2003 | 4,152.50 | 013A | 0841 | 1/31/2026 | T | 23 | 7 | (4,152.50) | - |
| 02-11203 | 130000000136 | Slicer, Globe 3850 | 386288 | 1 | 1/16/2002 | 2,612.00 | 013A | 0031 | 1/31/2026 | T | 24 | 7 | (2,612.00) | - |
| 15-05528 | 130000002265 | Ice Machine, Ice-O-Matic ICE0500FA5 | 14081280013616 | 1 | 6/8/2015 | 3,871.65 | 013A | 1871 | 1/31/2026 | T | 11 | 7 | (3,871.65) | - |
| R09-83704 | 130000005456 | Ice Machine, Hoshizaki KM-320MAH | U27095G | 1 | 7/23/2008 | 3,062.00 | 013A | 0101 | 1/31/2026 | G | 18 | 7 | (3,062.00) | - |
| R04-86176 | 130000004048 | Kettle, Groen EE-40 | 73173 | 1 | 6/30/2004 | 6,478.00 | 013A | 0831 | 1/31/2026 | T | 22 | 7 | (6,478.00) | - |
| 05-53558 | 130000000862 | Steamer, Groen HY-6E | 6E38173MS | 1 | 6/2/2005 | 8,908.20 | 013A | 3311 | 1/31/2026 | T | 21 | 7 | (8,908.20) | - |
| 04-06347 | 130000000393 | Slicer, Globe 3850 | 387284 | 1 | 10/9/2003 | 2,949.00 | 013A | 1071 | 1/31/2026 | T | 22 | 7 | (2,949.00) | - |
| 96-23214 | 130000003187 | Slicer, Hobart 1712E | 561-051-226 | 1 | 1/1/1996 | 2,600.00 | 013A | 1381 | 1/31/2026 | G | 30 | 7 | (2,600.00) | - |
| R10-82342 | 130000005292 | Kettle, Groen EE-40 | 81627 | 1 | 7/13/2009 | 8,571.00 | 013A | 3961 | 1/31/2026 | G | 17 | 7 | (8,571.00) | - |
| 05-38784 | 130000000713 | Slicer, Hobart 2712 | 561-202-923 | 1 | 12/7/2004 | 4,152.00 | 013A | 0581 | 1/31/2026 | T | 21 | 7 | (4,152.00) | - |
| 04-05787 | 130000007533 | Mixer, Hobart D300, 30 qt | 31-1298-685 | 1 | 9/19/2003 | 5,802.95 | 013A | 0901 | 1/31/2026 | G | 22 | 7 | (5,802.95) | - |
| 91-14848 | 130000002820 | Slicer, Hobart 1712 | 56-887-285 | 1 | 10/26/1990 | 2,424.00 | 013A | 2721 | 1/31/2026 | G | 35 | 7 | (2,424.00) | - |
| 05-52970 | 130000000854 | Slicer, Hobart 2712 | 56-1212-321 | 1 | 5/16/2005 | 3,645.00 | 013A | 2531 | 1/31/2026 | T | 21 | 7 | (3,645.00) | - |
| R10-82273 | 130000005006 | Slicer, Hobart 2712 | 56-1288-112 | 1 | 2/11/2010 | 4,555.10 | 013A | 0561 | 1/31/2026 | G | 16 | 7 | (4,555.10) | - |
| 93-32135 | 130000002955 | Slicer, Hobart 1712 | 56-897-576 | 1 | 1/1/1993 | 2,500.00 | 013A | 3121 | 1/31/2026 | G | 33 | 7 | (2,500.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 98-82191 | 130000003303 | Slicer, Globe 3750 | 375976 | 1 | 8/20/1997 | 2,299.50 | 013A | 2711 | 1/31/2026 | G | 28 | 7 | (2,299.50) | - |
| R09-83813 | 130000005984 | Slicer, Hobart 2712 | 56-1274-671 | 1 | 7/14/2008 | 4,152.00 | 013A | 1161 | 1/31/2026 | G | 18 | 7 | (4,152.00) | - |
| R00-81295 | 130000003696 | Slicer, Hobart 2712 | 561-128-078 | 1 | 12/31/1999 | 2,600.00 | 013A | 3631 | 1/31/2026 | G | 26 | 7 | (2,600.00) | - |
| R95-90033 | 130000001573 | Slicer, Hobart 1712E | 561-036-266 | 1 | 3/9/1995 | 2,878.00 | 013A | 2691 | 1/31/2026 | T | 31 | 7 | (2,878.00) | - |
| 02-14456 | 130000000165 | Slicer, Globe 3850 | 386423 | 1 | 4/23/2002 | 2,846.00 | 013A | 2231 | 1/31/2026 | T | 24 | 7 | (2,846.00) | - |
| R03-84499 | 130000004123 | Slicer, Hobart 2712 | 561-182-414 | 1 | 6/30/2003 | 4,152.50 | 013A | 3301 | 1/31/2026 | T | 23 | 7 | (4,152.50) | - |
| R04-86207 | 130000005735 | Slicer, Hobart 2712 | 561-184-536 | 1 | 2/2/2004 | 4,152.50 | 013A | 1851 | 1/31/2026 | G | 22 | 7 | (4,152.50) | - |
| 06-00314 | 130000000905 | Slicer, Hobart 2712 | 56-1212-573 | 1 | 7/25/2005 | 3,645.00 | 013A | 1391 | 1/31/2026 | T | 21 | 7 | (3,645.00) | - |
| R02-83502 | 130000003899 | Slicer, Hobart 2712 | 561-164-385 | 1 | 6/30/2002 | 3,159.00 | 013A | 3581 | 1/31/2026 | G | 24 | 7 | (3,159.00) | - |
| 16-01726 | 130000002460 | Freezer, Victory FSA-2D-S1, 2-door | 11704289 | 1 | 11/30/2015 | 5,961.79 | 013A | 2861 | 1/31/2026 | T | 10 | 7 | (5,961.79) | - |
| 94-20564 | 130000003007 | Cabinet, F W E PHU-12, Warming | 9327242 | 1 | 1/1/1994 | 2,018.00 | 013A | 3191 | 1/31/2026 | G | 32 | 7 | (2,018.00) | - |
| 02-09210 | 440000001621 | PRINTER, LEXMARK T520N | C008278 | 1 | 12/11/2001 | 1,258.00 | 044A | 0211 | 1/31/2026 | T | 24 | 5 | (1,258.00) | - |
| 02-15576 | 440000002334 | COMPUTER, DELL GX240D | 138Q511 | 1 | 5/15/2002 | 1,191.00 | 044A | 0211 | 1/31/2026 | P | 24 | 5 | (1,191.00) | - |
| 02-15583 | 440000002337 | COMPUTER, QUICK SILVER MAC G4 | XB2080EHM8G | 1 | 5/16/2002 | 2,998.85 | 044A | 0211 | 1/31/2026 | T | 24 | 5 | (2,998.85) | - |
| 03-07633 | 560000000202 | PROJECTOR, EPSON POWERLITE 600P | DW80280120M | 1 | 9/10/2002 | 2,130.00 | 056A | 0211 | 1/31/2026 | T | 23 | 6 | (2,130.00) | - |
| 04-09851 | 440000011054 | COMPUTER, DELL DESKTOP PE 2600 | H1CQP31 | 1 | 12/16/2003 | 7,436.00 | 044A | 0211 | 1/31/2026 | T | 22 | 5 | (7,436.00) | - |
| 05-40942 | 440000026448 | PRINTER, LEXMARK T630N BLACK/WHITE LASER | 9923KZY | 1 | 1/20/2005 | 1,205.00 | 044A | 0211 | 1/31/2026 | T | 21 | 5 | (1,205.00) | - |
| 05-49283 | 440000031364 | DELL,DESKTOP, XEON-DP WS470 TOWER W/20" | J0QNV61 | 1 | 4/6/2005 | 2,640.00 | 044A | 0211 | 1/31/2026 | T | 21 | 5 | (2,640.00) | - |
| 05-49284 | 440000031366 | DELL,DESKTOP, XEON-DP WS470 TOWER W/20" | G0QNV61 | 1 | 4/6/2005 | 2,640.00 | 044A | 0211 | 1/31/2026 | T | 21 | 5 | (2,640.00) | - |
| 05-84595 | 440000037676 | PRIMERA BRAVO II | 2041201422 | 1 | 5/20/2005 | 1,455.00 | 044A | 0211 | 1/31/2026 | T | 21 | 5 | (1,455.00) | - |
| 05LL00242 | 440000143055 | Lexmark Refresh Printer-T640n | 7901441 | 1 | 6/17/2005 | 1,099.66 | 044A | 0211 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 05LL00243 | 440000143058 | Lexmark Refresh Printer-T640n | 790143M | 1 | 6/17/2005 | 1,099.66 | 044A | 0211 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 05LL00250 | 440000143074 | Lexmark Refresh Printer-T640n | 79014VK | 1 | 6/17/2005 | 1,099.66 | 044A | 0211 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 05LL00269 | 440000143120 | Lexmark Refresh Printer-T640n | 7901GWC | 1 | 6/17/2005 | 1,099.66 | 044A | 0211 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 05LL00272 | 440000143126 | Lexmark Refresh Printer-T640n | 7901K1C | 1 | 6/17/2005 | 1,099.66 | 044A | 0211 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 06-00549 | 600000000656 | TELEVISION RECV/MONITOR 32" ZENITH | 42145380034 | 1 | 7/26/2005 | 1,048.00 | 060A | 0211 | 1/31/2026 | T | 21 | 7 | (1,048.00) | - |
| 06-00550 | 600000000657 | TELEVISION RECV/MONITOR 32" ZENITH | 504RMFP009059 | 1 | 7/26/2005 | 1,048.00 | 060A | 0211 | 1/31/2026 | T | 21 | 7 | (1,048.00) | - |
| 06-00552 | 600000000659 | TELEVISION RECV/MONITOR 32" ZENITH | 504RMMD005187 | 1 | 7/26/2005 | 1,048.00 | 060A | 0211 | 1/31/2026 | T | 21 | 7 | (1,048.00) | - |
| 06-00553 | 600000000660 | TELEVISION RECV/MONITOR 32" ZENITH | 504RMVB009063 | 1 | 7/26/2005 | 1,048.00 | 060A | 0211 | 1/31/2026 | T | 21 | 7 | (1,048.00) | - |
| 06-00559 | 600000000666 | TELEVISION RECV/MONITOR 32" ZENITH | 504RMEN009124 | 1 | 7/26/2005 | 1,048.00 | 060A | 0211 | 1/31/2026 | T | 21 | 7 | (1,048.00) | - |
| 06-03284 | 440000040247 | DELL,DESKTOP,P4 WS370 W/17"FLAT PANEL/DVD+/ | 3CKBZ71 | 1 | 8/24/2005 | 1,622.00 | 044A | 0211 | 1/31/2026 | T | 20 | 5 | (1,622.00) | - |
| 06-03287 | 440000040249 | DELL,DESKTOP,P4 W/17" FLAT PANEL/CD-RW/DVD | 4YKVZ71 | 1 | 8/24/2005 | 1,098.00 | 044A | 0211 | 1/31/2026 | T | 20 | 5 | (1,098.00) | - |
| 06-03490 | 440000040312 | PRINTER, POSTER PROIMAGE XL3000 | 91203777 | 1 | 8/11/2005 | 4,995.00 | 044A | 0211 | 1/31/2026 | T | 20 | 5 | (4,995.00) | - |
| 06-10471 | 440000043331 | DELL DESKTOP P4 WS380 20" FLAT/DVD+/RW | 289TC91 | 1 | 2/27/2006 | 2,015.00 | 044A | 0211 | 1/31/2026 | T | 20 | 5 | (2,015.00) | - |
| 06-83852 | 460000003853 | STRATASYS DIMENSION 3D PRINTER ED | P2754 | 1 | 1/20/2006 | 24,900.00 | 046A | 0211 | 1/31/2026 | T | 20 | 7 | (24,900.00) | - |
| 06-83853 | 160000001066 | DIMENSION MACHINE STAND | 02110055 | 1 | 1/20/2006 | 2,000.00 | 016A | 0211 | 1/31/2026 | T | 20 | 7 | (2,000.00) | - |
| 07-01234 | 440000048976 | DELL,DESKTOP, PENTIUM 4 W/17"FLAT PANEL | 7Q7NM91 | 1 | 8/9/2006 | 1,098.00 | 044A | 0211 | 1/31/2026 | T | 19 | 5 | (1,098.00) | - |
| 07-07511 | 560000000174 | PROJECTOR, EPSON POWERLITE 821P | GDQG6Y0545F | 1 | 1/24/2007 | 1,400.00 | 056A | 0211 | 1/31/2026 | T | 19 | 6 | (1,400.00) | - |
| 07-07809 | 440000003431 | DELL DESKTOP P4 TOWER W/19"FLAT PANEL/DVD+/ | 6WV84C1 | 1 | 1/29/2007 | 1,167.00 | 044A | 0211 | 1/31/2026 | T | 19 | 5 | (1,167.00) | - |
| 07-07811 | 440000003435 | DELL DESKTOP WS490 TOWER W/20" FLAT PANEL | BGP75C1 | 1 | 1/29/2007 | 2,294.00 | 044A | 0211 | 1/31/2026 | T | 19 | 5 | (2,294.00) | - |
| 07-08514 | 440000004017 | DELL DESKTOP WS490 TOWER W/20" FLAT PANEL | 1LSL6C1 | 1 | 2/5/2007 | 2,294.00 | 044A | 0211 | 1/31/2026 | T | 19 | 5 | (2,294.00) | - |
| 07-81770 | 460000001037 | TANDBERG, 150 | 38A17326 | 1 | 3/8/2007 | 1,271.90 | 046A | 0211 | 1/31/2026 | T | 19 | 7 | (1,271.90) | - |
| 07-81779 | 460000001046 | TANDBERG, 150 | 38A06799 | 1 | 3/8/2007 | 1,271.90 | 046A | 0211 | 1/31/2026 | T | 19 | 7 | (1,271.90) | - |
| 08-01929 | 440000015318 | PRINTER LEXMARK T640N B/W LASER | 791K5DC | 1 | 9/4/2007 | 1,198.00 | 044A | 0211 | 1/31/2026 | T | 18 | 5 | (1,198.00) | - |
| 08-11648 | 110000000817 | ACTIVBOARD W/ACTIVSTUDIO | 0812995280 | 1 | 6/5/2008 | 1,477.00 | 011A | 0211 | 1/31/2026 | T | 18 | 7 | (1,477.00) | - |
| 08-11650 | 110000000819 | ACTIVBOARD W/ACTIVSTUDIO | 0812995278 | 1 | 6/5/2008 | 1,477.00 | 011A | 0211 | 1/31/2026 | T | 18 | 7 | (1,477.00) | - |
| 08-11660 | 440000025071 | PRINTER,LEXMARK C782N COLOR LASER | 940V1XW | 1 | 6/5/2008 | 3,067.00 | 044A | 0211 | 1/31/2026 | T | 18 | 5 | (3,067.00) | - |
| 09-04430 | 440000034519 | DELL OPTIPLEX 755 W/17" FLAT PANEL CD/RW | 4LJWCH1 | 1 | 9/23/2008 | 1,042.00 | 044A | 0211 | 1/31/2026 | T | 17 | 5 | (1,042.00) | - |
| 09-04432 | 440000034523 | DELL OPTIPLEX 755 W/17" FLAT PANEL CD/RW | 2HKWCH1 | 1 | 9/23/2008 | 1,042.00 | 044A | 0211 | 1/31/2026 | T | 17 | 5 | (1,042.00) | - |
| 09-07976 | 460000002670 | LAMINATOR 25" TABLE TOP 1" CORE | UF00001G | 1 | 11/20/2008 | 1,215.00 | 046A | 0211 | 1/31/2026 | T | 17 | 7 | (1,215.00) | - |
| 09-07980 | 440000036905 | PRINTER, LEXMARK T640N B/W LASER | 792V93K | 1 | 11/19/2008 | 1,198.00 | 044A | 0211 | 1/31/2026 | T | 17 | 5 | (1,198.00) | - |
| 09-81969 | 440000043227 | HP DESIGNJET T610 PRINTER | MY8A94C06C050R | 1 | 6/15/2009 | 3,500.00 | 044A | 0211 | 1/31/2026 | T | 17 | 5 | (3,500.00) | - |
| 10-04557 | 440000049372 | DELL OPTIPLEX 780 W/20" FLAT PANEL | 19BR4M1 | 1 | 4/12/2010 | 1,043.51 | 044A | 0211 | 1/31/2026 | T | 16 | 5 | (1,043.51) | - |
| 10-04559 | 440000049376 | DELL OPTIPLEX 780 W/20" FLAT PANEL | H8BR4M1 | 1 | 4/12/2010 | 1,043.51 | 044A | 0211 | 1/31/2026 | T | 16 | 5 | (1,043.51) | - |
| 10-04560 | 440000049378 | DELL OPTIPLEX 780 W/20" FLAT PANEL | G8BR4M1 | 1 | 4/12/2010 | 1,043.51 | 044A | 0211 | 1/31/2026 | T | 16 | 5 | (1,043.51) | - |
| 11-02063 | 440000052582 | DELL E6510 W/DVD±RW 15.6 DISPLAY INTERM | 7PKKXN1 | 1 | 1/14/2011 | 1,328.44 | 044A | 0211 | 1/31/2026 | T | 15 | 5 | (1,328.44) | - |
| 11-02870 | 440000053171 | Apple Cart | B109L00149 | 1 | 3/25/2011 | 1,511.96 | 044A | 0211 | 1/31/2026 | T | 15 | 5 | (1,511.96) | - |
| 11-04340 | 440000054438 | LAPTOP, DELL LATITUDE E6420 | DD212Q1 | 1 | 6/16/2011 | 1,168.52 | 044A | 0211 | 1/31/2026 | T | 15 | 5 | (1,168.52) | - |
| 11-04341 | 440000054439 | LAPTOP, DELL LATITUDE E6420 | FF212Q1 | 1 | 6/16/2011 | 1,168.52 | 044A | 0211 | 1/31/2026 | T | 15 | 5 | (1,168.52) | - |
| 12-01932 | 440000058750 | DELL LATITUDE E6420 | 4B136R1 | 1 | 12/15/2011 | 1,008.82 | 044A | 0211 | 1/31/2026 | T | 14 | 5 | (1,008.82) | - |
| 12-04072 | 440000061303 | SafeHarbor Laptop Carts | 21846 | 1 | 5/18/2012 | 1,535.75 | 044A | 0211 | 1/31/2026 | T | 14 | 5 | (1,535.75) | - |
| 13-00085 | 440000173078 | Dell Latitude E6420 (225-0367) | B1M8DS1 | 1 | 7/11/2012 | 1,153.13 | 044A | 0211 | 1/31/2026 | T | 14 | 5 | (1,153.13) | - |
| 13-00094 | 440000173087 | Dell Latitude E6420 (225-0367) | JL78DS1 | 1 | 7/11/2012 | 1,153.13 | 044A | 0211 | 1/31/2026 | T | 14 | 5 | (1,153.13) | - |
| 13-00096 | 440000173089 | Dell Latitude E6420 (225-0367) | FS78DS1 | 1 | 7/11/2012 | 1,153.13 | 044A | 0211 | 1/31/2026 | T | 14 | 5 | (1,153.13) | - |
| 13-00098 | 440000173091 | Dell Latitude E6420 (225-0367) | 49W7DS1 | 1 | 7/11/2012 | 1,153.13 | 044A | 0211 | 1/31/2026 | T | 14 | 5 | (1,153.13) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 13-00103 | 440000173096 | Dell Latitude E6420 (225-0367) | 2N78DS1 | 1 | 7/11/2012 | 1,153.13 | 044A | 0211 | 1/31/2026 | T | 14 | 5 | (1,153.13) | - |
| 13-00125 | 440000173118 | Dell Latitude E6420 (225-0367) | BPW7DS1 | 1 | 7/11/2012 | 1,153.13 | 044A | 0211 | 1/31/2026 | T | 14 | 5 | (1,153.13) | - |
| 13-00161 | 440000173154 | Dell Latitude E6420 (225-0367) | BZ78DS1 | 1 | 7/14/2012 | 1,153.13 | 044A | 0211 | 1/31/2026 | T | 14 | 5 | (1,153.13) | - |
| 13-00170 | 440000173163 | Dell Latitude E6420 (225-0367) | 6PW7DS1 | 1 | 7/14/2012 | 1,153.13 | 044A | 0211 | 1/31/2026 | T | 14 | 5 | (1,153.13) | - |
| 13-00175 | 440000173168 | Dell Latitude E6420 (225-0367) | CM78DS1 | 1 | 7/14/2012 | 1,153.13 | 044A | 0211 | 1/31/2026 | T | 14 | 5 | (1,153.13) | - |
| 13-00176 | 440000173169 | Dell Latitude E6420 (225-0367) | F4W7DS1 | 1 | 7/14/2012 | 1,153.13 | 044A | 0211 | 1/31/2026 | T | 14 | 5 | (1,153.13) | - |
| 13-00178 | 440000173171 | Dell Latitude E6420 (225-0367) | CS78DS1 | 1 | 7/14/2012 | 1,153.13 | 044A | 0211 | 1/31/2026 | T | 14 | 5 | (1,153.13) | - |
| 13-00181 | 440000173174 | Dell Latitude E6420 (225-0367) | FK78DS1 | 1 | 7/14/2012 | 1,153.13 | 044A | 0211 | 1/31/2026 | T | 14 | 5 | (1,153.13) | - |
| 13-00186 | 440000173179 | Dell Latitude E6420 (225-0367) | 8188DS1 | 1 | 7/14/2012 | 1,153.13 | 044A | 0211 | 1/31/2026 | T | 14 | 5 | (1,153.13) | - |
| 13-00194 | 440000173187 | Dell Latitude E6420 (225-0367) | F2W7DS1 | 1 | 7/14/2012 | 1,153.13 | 044A | 0211 | 1/31/2026 | T | 14 | 5 | (1,153.13) | - |
| 13-00197 | 440000173190 | Dell Latitude E6420 (225-0367) | 4CM8DS1 | 1 | 7/14/2012 | 1,153.13 | 044A | 0211 | 1/31/2026 | T | 14 | 5 | (1,153.13) | - |
| 13-00218 | 440000173211 | Dell Latitude E6420 (225-0367) | 6588DS1 | 1 | 7/16/2012 | 1,153.13 | 044A | 0211 | 1/31/2026 | T | 14 | 5 | (1,153.13) | - |
| 13-00231 | 440000173224 | Dell Latitude E6420 (225-0367) | F0M8DS1 | 1 | 7/16/2012 | 1,153.13 | 044A | 0211 | 1/31/2026 | T | 14 | 5 | (1,153.13) | - |
| 13-00284 | 440000173277 | Dell Latitude E6420 (225-0367) | 6JW7DS1 | 1 | 7/16/2012 | 1,153.13 | 044A | 0211 | 1/31/2026 | T | 14 | 5 | (1,153.13) | - |
| 13-00286 | 440000173279 | Dell Latitude E6420 (225-0367) | 5S78DS1 | 1 | 7/16/2012 | 1,153.13 | 044A | 0211 | 1/31/2026 | T | 14 | 5 | (1,153.13) | - |
| 13-00287 | 440000173280 | Dell Latitude E6420 (225-0367) | HPW7DS1 | 1 | 7/16/2012 | 1,153.13 | 044A | 0211 | 1/31/2026 | T | 14 | 5 | (1,153.13) | - |
| 14-03786 | 440000081017 | DELL PRECISION T3600 W/20" FLAT PANEL | 5BY99Z1 | 1 | 1/28/2014 | 1,349.00 | 044A | 0211 | 1/31/2026 | T | 12 | 5 | (1,349.00) | - |
| 14-05025 | 440000083207 | LAPTOP CART - BLACK BOX CART 30 UNIT | 14045953774 | 1 | 4/17/2014 | 1,339.00 | 044A | 0211 | 1/31/2026 | T | 12 | 5 | (1,339.00) | - |
| 15-02124 | 440000089298 | LENOVO THINKSTATION E32 | MJ010ACX | 1 | 10/6/2014 | 1,131.00 | 044A | 0211 | 1/31/2026 | T | 11 | 5 | (1,131.00) | - |
| 15-05330 | 440000095006 | LENOVO THINKCENTRE M73Z NON-TOUCH 23 | MJ02GHPQ | 1 | 6/2/2015 | 1,085.00 | 044A | 0211 | 1/31/2026 | T | 11 | 5 | (1,085.00) | - |
| 15-05331 | 440000095008 | LENOVO THINKCENTRE M73Z NON-TOUCH 23 | MJ02GHPP | 1 | 6/2/2015 | 1,085.00 | 044A | 0211 | 1/31/2026 | T | 11 | 5 | (1,085.00) | - |
| 15-05332 | 440000095010 | LENOVO THINKCENTRE M73Z NON-TOUCH 23 | MJ02GHPS | 1 | 6/2/2015 | 1,085.00 | 044A | 0211 | 1/31/2026 | T | 11 | 5 | (1,085.00) | - |
| 16-02889 | 440000101121 | LENOVO THINKPAD YOGA I5 | MP108N9P | 1 | 3/11/2016 | 1,284.00 | 044A | 0211 | 1/31/2026 | T | 10 | 5 | (1,284.00) | - |
| 16-02894 | 440000101132 | LENOVO THINKPAD YOGA I5 | MP108N97 | 1 | 3/11/2016 | 1,284.00 | 044A | 0211 | 1/31/2026 | T | 10 | 5 | (1,284.00) | - |
| 16-02895 | 440000101134 | LENOVO THINKPAD YOGA I5 | MP108N9N | 1 | 3/11/2016 | 1,284.00 | 044A | 0211 | 1/31/2026 | T | 10 | 5 | (1,284.00) | - |
| 16-02896 | 440000101136 | LENOVO THINKPAD YOGA I5 | MP108NAC | 1 | 3/11/2016 | 1,284.00 | 044A | 0211 | 1/31/2026 | T | 10 | 5 | (1,284.00) | - |
| 16-02898 | 440000101140 | LENOVO THINKPAD YOGA I5 | MP108N95 | 1 | 3/11/2016 | 1,284.00 | 044A | 0211 | 1/31/2026 | T | 10 | 5 | (1,284.00) | - |
| 16-02899 | 440000101143 | LENOVO THINKPAD YOGA I5 | MP108N9E | 1 | 3/11/2016 | 1,284.00 | 044A | 0211 | 1/31/2026 | T | 10 | 5 | (1,284.00) | - |
| 16-02900 | 440000101145 | LENOVO THINKPAD YOGA I5 | MP108N9S | 1 | 3/11/2016 | 1,284.00 | 044A | 0211 | 1/31/2026 | T | 10 | 5 | (1,284.00) | - |
| 16-02901 | 440000101147 | LENOVO THINKPAD YOGA I5 | MP108N92 | 1 | 3/11/2016 | 1,284.00 | 044A | 0211 | 1/31/2026 | T | 10 | 5 | (1,284.00) | - |
| 16-03103 | 440000101504 | LENOVO THINKCENTRE M93Z NON-TOUCH 23 | MJ03KZG2 | 1 | 3/30/2016 | 1,120.00 | 044A | 0211 | 1/31/2026 | T | 10 | 5 | (1,120.00) | - |
| 16-03104 | 440000101506 | LENOVO THINKCENTRE M93Z NON-TOUCH 23 | MJ03KZFZ | 1 | 3/30/2016 | 1,120.00 | 044A | 0211 | 1/31/2026 | T | 10 | 5 | (1,120.00) | - |
| 16-03106 | 440000101510 | LENOVO THINKCENTRE M93Z NON-TOUCH 23 | MJ03KZG8 | 1 | 3/30/2016 | 1,120.00 | 044A | 0211 | 1/31/2026 | T | 10 | 5 | (1,120.00) | - |
| 16-03107 | 440000101512 | LENOVO THINKCENTRE M93Z NON-TOUCH 23 | MJ03KZG4 | 1 | 3/30/2016 | 1,120.00 | 044A | 0211 | 1/31/2026 | T | 10 | 5 | (1,120.00) | - |
| 16-03110 | 440000101519 | LENOVO THINKCENTRE M93Z NON-TOUCH 23 | MJ03KZG3 | 1 | 3/30/2016 | 1,120.00 | 044A | 0211 | 1/31/2026 | T | 10 | 5 | (1,120.00) | - |
| 16-03111 | 440000101521 | LENOVO THINKCENTRE M93Z NON-TOUCH 23 | MJ03KZG7 | 1 | 3/30/2016 | 1,120.00 | 044A | 0211 | 1/31/2026 | T | 10 | 5 | (1,120.00) | - |
| 16-03112 | 440000101523 | LENOVO THINKCENTRE M93Z NON-TOUCH 23 | MJ03KZG6 | 1 | 3/30/2016 | 1,120.00 | 044A | 0211 | 1/31/2026 | T | 10 | 5 | (1,120.00) | - |
| 18-02558 | 440000227183 | Recordex SimplicityTouch 70in HD interac | ST-700-010963 | 1 | 12/21/2017 | 4,498.00 | 044A | 0211 | 1/31/2026 | G | 8 | 5 | (4,498.00) | - |
| A06-84848 | 440000111900 | DELL STAR COMPUTER SYSTEM | FCZLN91 | 1 | 3/14/2006 | 2,863.30 | 044A | 0211 | 1/31/2026 | T | 20 | 5 | (2,863.30) | - |
| S17000806 | 440000174828 | LENOVO M700 SFF DESKTOP | MJ03ZXZT | 1 | 8/1/2016 | 634.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (634.00) | - |
| S17000809 | 440000174831 | LENOVO M700 SFF DESKTOP | MJ03ZXZD | 1 | 8/1/2016 | 634.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (634.00) | - |
| S17000811 | 440000174833 | LENOVO M700 SFF DESKTOP | MJ03ZXZS | 1 | 8/1/2016 | 634.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (634.00) | - |
| S17000816 | 440000174838 | LENOVO M700 SFF DESKTOP | MJ03ZXZQ | 1 | 8/1/2016 | 634.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (634.00) | - |
| S17000817 | 440000174839 | LENOVO M700 SFF DESKTOP | MJ03ZXZJ | 1 | 8/1/2016 | 634.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (634.00) | - |
| S17000821 | 440000174843 | LENOVO M700 SFF DESKTOP | MJ03ZXZN | 1 | 8/1/2016 | 634.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (634.00) | - |
| S17000823 | 440000174845 | LENOVO M700 SFF DESKTOP | MJ03ZXZH | 1 | 8/1/2016 | 634.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (634.00) | - |
| S17000825 | 440000174847 | LENOVO M700 SFF DESKTOP | MJ03ZXZC | 1 | 8/1/2016 | 634.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (634.00) | - |
| S17000837 | 440000174859 | LENOVO M700 SFF DESKTOP | MJ03ZY0K | 1 | 8/1/2016 | 634.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (634.00) | - |
| S17000883 | 440000174905 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP108UTP | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17000892 | 440000174914 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP1278YN | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17000895 | 440000174917 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP131UR1 | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17000897 | 440000174919 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP131UQL | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17000900 | 440000174922 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP131UQN | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17000901 | 440000174923 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP131UQY | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17000903 | 440000174925 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP131UN6 | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17000905 | 440000174927 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP1326ME | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17000908 | 440000174930 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP108SRX | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17000912 | 440000174934 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP131UQ2 | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17000914 | 440000174936 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP131UR6 | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17000917 | 440000174939 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP131Z0Y | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17000918 | 440000174940 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP131WQ2 | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17000919 | 440000174941 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP131UR5 | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17000921 | 440000174943 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP131Z13 | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17000924 | 440000174946 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP108EEF | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17000928 | 440000174950 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP108SPN | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S17000929 | 440000174951 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP108SN1 | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17000931 | 440000174953 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP108SP8 | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17000933 | 440000174955 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP131UYV | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17000935 | 440000174957 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP108UZJ | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17000937 | 440000174959 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP131Z0C | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17000940 | 440000174962 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP131UNU | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17000941 | 440000174963 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP131UQ1 | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17000947 | 440000174969 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP131Z16 | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17000950 | 440000174972 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP108UWL | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17000952 | 440000174974 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP132TZY | 1 | 8/1/2016 | 935.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (935.00) | - |
| S17004195 | 440000177569 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P8D | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004203 | 440000177577 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P5K | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004204 | 440000177578 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XFG | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004205 | 440000177579 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XGW | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004213 | 440000177587 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068NVB | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004218 | 440000177592 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XTC | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004219 | 440000177593 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XZH | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004226 | 440000177600 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P8C | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004228 | 440000177602 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P8G | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004238 | 440000177612 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068X63 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004239 | 440000177613 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068NQN | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004244 | 440000177618 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XJ5 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004248 | 440000177622 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XPW | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004253 | 440000177627 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P09 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004254 | 440000177628 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PWX | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004261 | 440000177635 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XJZ | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004270 | 440000177644 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068NPZ | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004275 | 440000177649 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P2C | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004276 | 440000177650 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PC5 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004280 | 440000177654 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PFN | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004281 | 440000177655 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PFB | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004284 | 440000177658 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XTV | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004294 | 440000177668 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XVM | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004296 | 440000177670 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068NYV | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004300 | 440000177674 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P3D | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004305 | 440000177679 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PWZ | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004306 | 440000177680 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068Q67 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004321 | 440000177695 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P8E | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004322 | 440000177696 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XM4 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004323 | 440000177697 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068WT6 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004327 | 440000177701 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068Q4M | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004330 | 440000177704 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PCX | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004334 | 440000177708 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PGV | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004340 | 440000177714 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XPY | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004345 | 440000177719 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068NR6 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004363 | 440000177737 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068NPQ | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004367 | 440000177741 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068NQT | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004368 | 440000177742 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XN2 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004372 | 440000177746 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XZM | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004380 | 440000177754 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PD9 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004381 | 440000177755 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XJM | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004384 | 440000177758 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P2G | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004385 | 440000177759 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P4K | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004394 | 440000177768 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P0W | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004396 | 440000177770 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PMD | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004399 | 440000177773 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P6A | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004402 | 440000177776 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XVC | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004410 | 440000177784 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P46 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004412 | 440000177786 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068Q3E | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004414 | 440000177788 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XJN | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004417 | 440000177791 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P24 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004424 | 440000177798 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068Y0R | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004425 | 440000177799 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068NSM | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004427 | 440000177801 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PJW | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004428 | 440000177802 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XU7 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S17004431 | 440000177805 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PJT | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004436 | 440000177810 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PDL | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004438 | 440000177812 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PJ5 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004439 | 440000177813 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068Y0D | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004442 | 440000177816 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068NMZ | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004445 | 440000177819 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P8W | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004450 | 440000177824 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PAZ | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004454 | 440000177828 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PUQ | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004457 | 440000177831 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068Q16 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004458 | 440000177832 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068WWM | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004470 | 440000177844 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PA3 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004474 | 440000177848 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068NZQ | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004476 | 440000177850 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068NZ4 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004481 | 440000177855 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068NTF | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004482 | 440000177856 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PVP | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004483 | 440000177857 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068Y1E | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004485 | 440000177859 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P8Z | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004490 | 440000177864 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068NZM | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004493 | 440000177867 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068NXL | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004494 | 440000177868 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P5E | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004497 | 440000177871 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PF4 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004498 | 440000177872 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068NRU | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004500 | 440000177874 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P3K | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004504 | 440000177878 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068X90 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004505 | 440000177879 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XJH | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004511 | 440000177885 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P7U | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004512 | 440000177886 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XP1 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004515 | 440000177889 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068NX4 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004525 | 440000177899 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XPS | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004527 | 440000177901 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XA5 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004531 | 440000177905 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PKL | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004536 | 440000177910 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PMC | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004537 | 440000177911 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P47 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004540 | 440000177914 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068WU2 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004543 | 440000177917 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068NVX | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004548 | 440000177922 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XT6 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004552 | 440000177926 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068WYU | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004553 | 440000177927 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XU6 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004555 | 440000177929 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XJX | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004556 | 440000177930 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PF9 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004559 | 440000177933 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XT4 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004566 | 440000177940 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068X7H | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004567 | 440000177941 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PLV | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004569 | 440000177943 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PFM | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004575 | 440000177949 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XU2 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004578 | 440000177952 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PG3 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004582 | 440000177956 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XRN | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004584 | 440000177958 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068WYY | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004589 | 440000177963 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PES | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004611 | 440000177985 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P2D | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004615 | 440000177989 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068WWN | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004616 | 440000177990 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P2Q | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004619 | 440000177993 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XT5 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004623 | 440000177997 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068NML | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004627 | 440000178001 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068X7V | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004628 | 440000178002 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068WS4 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004630 | 440000178004 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068X81 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004634 | 440000178008 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PJV | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004636 | 440000178010 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PJR | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004646 | 440000178020 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XEE | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004649 | 440000178023 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P4X | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004656 | 440000178030 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XEX | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004658 | 440000178032 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XJ7 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004659 | 440000178033 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XTU | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004662 | 440000178036 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068Q0E | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S17004663 | 440000178037 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P35 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004665 | 440000178039 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PGH | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004674 | 440000178048 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XEA | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004675 | 440000178049 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068NRR | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004677 | 440000178051 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P5P | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004680 | 440000178054 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XBH | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004683 | 440000178057 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068X4D | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004686 | 440000178060 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P03 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004697 | 440000178071 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PDX | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004700 | 440000178074 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068NQP | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004704 | 440000178078 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068X6F | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004713 | 440000178087 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068WXW | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004725 | 440000178099 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PNG | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004729 | 440000178103 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PK3 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004738 | 440000178112 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PGC | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004739 | 440000178113 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068Y0Z | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004740 | 440000178114 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068X59 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004741 | 440000178115 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068P4Z | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17004744 | 440000178118 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068XJ6 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010568 | 440000183531 | AP230, INDOOR PLENUM RATED | 2301605110942 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010570 | 440000183533 | AP230, INDOOR PLENUM RATED | 2301605182393 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010571 | 440000183534 | AP230, INDOOR PLENUM RATED | 2301605110945 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010572 | 440000183535 | AP230, INDOOR PLENUM RATED | 2301605182738 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010573 | 440000183536 | AP230, INDOOR PLENUM RATED | 2301605182437 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010574 | 440000183537 | AP230, INDOOR PLENUM RATED | 2301605110915 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010575 | 440000183538 | AP230, INDOOR PLENUM RATED | 2301605111404 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010576 | 440000183539 | AP230, INDOOR PLENUM RATED | 2301605111550 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010577 | 440000183540 | AP230, INDOOR PLENUM RATED | 2301605110847 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010578 | 440000183541 | AP230, INDOOR PLENUM RATED | 2301605110953 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010579 | 440000183542 | AP230, INDOOR PLENUM RATED | 2301605111002 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010580 | 440000183543 | AP230, INDOOR PLENUM RATED | 2301605110982 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010581 | 440000183544 | AP230, INDOOR PLENUM RATED | 2301605110975 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010582 | 440000183545 | AP230, INDOOR PLENUM RATED | 2301605111005 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010583 | 440000183546 | AP230, INDOOR PLENUM RATED | 2301605111560 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010584 | 440000183547 | AP230, INDOOR PLENUM RATED | 2301605111878 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010585 | 440000183548 | AP230, INDOOR PLENUM RATED | 2301605111532 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010586 | 440000183549 | AP230, INDOOR PLENUM RATED | 2301605111512 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010587 | 440000183550 | AP230, INDOOR PLENUM RATED | 2301605111546 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010588 | 440000183551 | AP230, INDOOR PLENUM RATED | 2301605111955 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010589 | 440000183552 | AP230, INDOOR PLENUM RATED | 2301605110917 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010590 | 440000183553 | AP230, INDOOR PLENUM RATED | 2301605111037 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010591 | 440000183554 | AP230, INDOOR PLENUM RATED | 2301605110958 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010592 | 440000183555 | AP1130, OUTOODR RATED, 2 | 11301604050427 | 1 | 10/19/2016 | 886.03 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (886.03) | - |
| S17010593 | 440000183556 | AP230, INDOOR PLENUM RATED | 2301605110884 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010594 | 440000183557 | AP230, INDOOR PLENUM RATED | 2301605110974 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010595 | 440000183558 | AP230, INDOOR PLENUM RATED | 2301605110971 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010596 | 440000183559 | AP230, INDOOR PLENUM RATED | 2301605110904 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010597 | 440000183560 | AP230, INDOOR PLENUM RATED | 2301605110951 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010598 | 440000183561 | AP230, INDOOR PLENUM RATED | 2301605110979 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010599 | 440000183562 | AP230, INDOOR PLENUM RATED | 2301605110631 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010600 | 440000183563 | AP230, INDOOR PLENUM RATED | 2301605110635 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010601 | 440000183564 | AP230, INDOOR PLENUM RATED | 2301605110578 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010602 | 440000183565 | AP230, INDOOR PLENUM RATED | 2301605110952 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010603 | 440000183566 | AP230, INDOOR PLENUM RATED | 2301605110869 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010604 | 440000183567 | AP230, INDOOR PLENUM RATED | 2301605110892 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010605 | 440000183568 | AP230, INDOOR PLENUM RATED | 2301605110947 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010606 | 440000183569 | AP230, INDOOR PLENUM RATED | 2301605110941 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010607 | 440000183570 | AP230, INDOOR PLENUM RATED | 2301604252233 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010608 | 440000183571 | AP230, INDOOR PLENUM RATED | 2301604200058 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010609 | 440000183572 | AP230, INDOOR PLENUM RATED | 2301604252304 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010610 | 440000183573 | AP230, INDOOR PLENUM RATED | 2301511061617 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010611 | 440000183574 | AP230, INDOOR PLENUM RATED | 2301605111152 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010612 | 440000183575 | AP230, INDOOR PLENUM RATED | 2301605110924 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010613 | 440000183576 | AP230, INDOOR PLENUM RATED | 2301605110913 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010614 | 440000183577 | AP230, INDOOR PLENUM RATED | 2301605110881 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S17010615 | 440000183578 | AP230, INDOOR PLENUM RATED | 2301605110829 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010616 | 440000183579 | AP230, INDOOR PLENUM RATED | 2301605110840 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010617 | 440000183580 | AP230, INDOOR PLENUM RATED | 2301605111588 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010619 | 440000183582 | AP230, INDOOR PLENUM RATED | 2301605110542 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010620 | 440000183583 | AP230, INDOOR PLENUM RATED | 2301605110819 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010621 | 440000183584 | AP230, INDOOR PLENUM RATED | 2301605110589 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010622 | 440000183585 | AP230, INDOOR PLENUM RATED | 2301605111456 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010623 | 440000183586 | AP230, INDOOR PLENUM RATED | 2301605110871 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010625 | 440000183588 | AP230, INDOOR PLENUM RATED | 2301605110603 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010626 | 440000183589 | AP230, INDOOR PLENUM RATED | 2301605110980 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010627 | 440000183590 | AP230, INDOOR PLENUM RATED | 2301605110973 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010628 | 440000183591 | AP230, INDOOR PLENUM RATED | 2301605111021 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010629 | 440000183592 | AP230, INDOOR PLENUM RATED | 2301605180480 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010630 | 440000183593 | AP230, INDOOR PLENUM RATED | 2301605180507 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010631 | 440000183594 | AP230, INDOOR PLENUM RATED | 2301605180529 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010632 | 440000183595 | AP230, INDOOR PLENUM RATED | 2301605180711 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010633 | 440000183596 | AP230, INDOOR PLENUM RATED | 2301605111544 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010634 | 440000183597 | AP230, INDOOR PLENUM RATED | 2301605111431 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010635 | 440000183598 | AP230, INDOOR PLENUM RATED | 2301605181130 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010636 | 440000183599 | AP230, INDOOR PLENUM RATED | 2301605181240 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010637 | 440000183600 | AP230, INDOOR PLENUM RATED | 2301605180026 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010638 | 440000183601 | AP230, INDOOR PLENUM RATED | 2301605180196 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010639 | 440000183602 | AP230, INDOOR PLENUM RATED | 2301605181536 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010640 | 440000183603 | AP230, INDOOR PLENUM RATED | 2301605180515 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010641 | 440000183604 | AP230, INDOOR PLENUM RATED | 2301605110996 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010642 | 440000183605 | AP230, INDOOR PLENUM RATED | 2301605110998 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010643 | 440000183606 | AP230, INDOOR PLENUM RATED | 2301605110957 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010644 | 440000183607 | AP230, INDOOR PLENUM RATED | 2301605110963 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010645 | 440000183608 | AP230, INDOOR PLENUM RATED | 2301605110950 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010646 | 440000183609 | AP230, INDOOR PLENUM RATED | 2301605110960 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010647 | 440000183610 | AP230, INDOOR PLENUM RATED | 2301605111024 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010648 | 440000183611 | AP230, INDOOR PLENUM RATED | 2301605111000 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010649 | 440000183612 | AP230, INDOOR PLENUM RATED | 2301605110972 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010650 | 440000183613 | AP230, INDOOR PLENUM RATED | 2301605111101 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010651 | 440000183614 | AP230, INDOOR PLENUM RATED | 2301605110997 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010652 | 440000183615 | AP230, INDOOR PLENUM RATED | 2301605111045 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010653 | 440000183616 | AP230, INDOOR PLENUM RATED | 2301605111059 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010654 | 440000183617 | AP230, INDOOR PLENUM RATED | 2301605111071 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010655 | 440000183618 | AP230, INDOOR PLENUM RATED | 2301605111100 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010656 | 440000183619 | AP230, INDOOR PLENUM RATED | 2301605182507 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010657 | 440000183620 | AP230, INDOOR PLENUM RATED | 2301605182414 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010658 | 440000183621 | AP230, INDOOR PLENUM RATED | 2301605182483 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010659 | 440000183622 | AP230, INDOOR PLENUM RATED | 2301605182500 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010660 | 440000183623 | AP230, INDOOR PLENUM RATED | 2301605182431 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010661 | 440000183624 | AP230, INDOOR PLENUM RATED | 2301605180460 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010662 | 440000183625 | AP230, INDOOR PLENUM RATED | 2301605180477 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010663 | 440000183626 | AP230, INDOOR PLENUM RATED | 2301605180482 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010664 | 440000183627 | AP230, INDOOR PLENUM RATED | 2301605111232 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010665 | 440000183628 | AP230, INDOOR PLENUM RATED | 2301605111407 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010666 | 440000183629 | AP230, INDOOR PLENUM RATED | 2301605111092 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010667 | 440000183630 | AP230, INDOOR PLENUM RATED | 2301605111432 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010668 | 440000183631 | AP230, INDOOR PLENUM RATED | 2301605182526 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010669 | 440000183632 | AP230, INDOOR PLENUM RATED | 2301605180016 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010670 | 440000183633 | AP230, INDOOR PLENUM RATED | 2301605180116 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010671 | 440000183634 | AP230, INDOOR PLENUM RATED | 2301605110929 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010672 | 440000183635 | AP230, INDOOR PLENUM RATED | 2301605110961 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010673 | 440000183636 | AP230, INDOOR PLENUM RATED | 2301605180570 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010677 | 440000183640 | AP230, INDOOR PLENUM RATED | 2301605180141 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010678 | 440000183641 | AP230, INDOOR PLENUM RATED | 2301605180583 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010679 | 440000183642 | AP230, INDOOR PLENUM RATED | 2301605110944 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010680 | 440000183643 | AP230, INDOOR PLENUM RATED | 2301605180448 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010681 | 440000183644 | AP230, INDOOR PLENUM RATED | 2301605180568 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010682 | 440000183645 | AP230, INDOOR PLENUM RATED | 2301605180605 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010683 | 440000183646 | AP230, INDOOR PLENUM RATED | 2301605180889 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010684 | 440000183647 | AP230, INDOOR PLENUM RATED | 2301605180559 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S17010685 | 440000183648 | AP230, INDOOR PLENUM RATED | 2301605181217 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010686 | 440000183649 | AP230, INDOOR PLENUM RATED | 2301605111542 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010687 | 440000183650 | AP230, INDOOR PLENUM RATED | 2301605111841 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010688 | 440000183651 | AP230, INDOOR PLENUM RATED | 2301605110608 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010689 | 440000183652 | AP230, INDOOR PLENUM RATED | 2301605180632 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010690 | 440000183653 | AP230, INDOOR PLENUM RATED | 2301605110923 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010691 | 440000183654 | AP230, INDOOR PLENUM RATED | 2301605180588 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010692 | 440000183655 | AP230, INDOOR PLENUM RATED | 2301605110602 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010693 | 440000183656 | AP230, INDOOR PLENUM RATED | 2301605110558 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010694 | 440000183657 | AP230, INDOOR PLENUM RATED | 2301605182448 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010695 | 440000183658 | AP230, INDOOR PLENUM RATED | 2301605111607 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010696 | 440000183659 | AP230, INDOOR PLENUM RATED | 2301605111519 | 1 | 10/19/2016 | 566.17 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17010697 | 440000183660 | HP 1500 W POE+ ZL POWER SUPPLY | TH4322Y073 | 1 | 10/19/2016 | 805.93 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (805.93) | - |
| S17010698 | 440000183661 | HP 1500 W POE+ ZL POWER SUPPLY | TH4362Y013 | 1 | 10/19/2016 | 805.93 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (805.93) | - |
| S17010699 | 440000183662 | HP 1500 W POE+ ZL POWER SUPPLY | TH4322Y083 | 1 | 10/19/2016 | 805.93 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (805.93) | - |
| S17010700 | 440000183663 | HP 1500 W POE+ ZL POWER SUPPLY | TH4322Y07Y | 1 | 10/19/2016 | 805.93 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (805.93) | - |
| S17010701 | 440000183664 | HP 1500 W POE+ ZL POWER SUPPLY | TH4412Y0BQ | 1 | 10/19/2016 | 805.93 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (805.93) | - |
| S17010702 | 440000183665 | HP 1500 W POE+ ZL POWER SUPPLY | TH4352Y02D | 1 | 10/19/2016 | 805.93 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (805.93) | - |
| S17010703 | 440000183666 | HP 1500 W POE+ ZL POWER SUPPLY | TH4322Y071 | 1 | 10/19/2016 | 805.93 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (805.93) | - |
| S17010704 | 440000183667 | HP 1500 W POE+ ZL POWER SUPPLY | TH4412Y0FF | 1 | 10/19/2016 | 805.93 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (805.93) | - |
| S17010705 | 440000183668 | HP 1500 W POE+ ZL POWER SUPPLY | TH4322Y08H | 1 | 10/19/2016 | 805.93 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (805.93) | - |
| S17010706 | 440000183669 | HP 1500 W POE+ ZL POWER SUPPLY | TH44322Y06H | 1 | 10/19/2016 | 805.93 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (805.93) | - |
| S17010707 | 440000183670 | HP 1500 W POE+ ZL POWER SUPPLY | TH4352Y02F | 1 | 10/19/2016 | 805.93 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (805.93) | - |
| S17010708 | 440000183671 | HP 1500 W POE+ ZL POWER SUPPLY | TH4322Y07L | 1 | 10/19/2016 | 805.93 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (805.93) | - |
| S17010712 | 440000183675 | APC SMART UPS 2200 | AS1630234945 | 1 | 10/19/2016 | 1,115.31 | 044B | 0211 | 1/31/2026 | G | 9 | 5 | (1,115.31) | - |
| S18-05126 | 440000225154 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD02HNQK | 1 | 8/30/2017 | 232.50 | 044D | 0211 | 1/31/2026 | G | 8 | 5 | (232.50) | - |
| S18-05129 | 440000225157 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD02HP29 | 1 | 8/30/2017 | 232.50 | 044D | 0211 | 1/31/2026 | G | 8 | 5 | (232.50) | - |
| S18-05130 | 440000225158 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD02J7PQ | 1 | 8/30/2017 | 232.50 | 044D | 0211 | 1/31/2026 | G | 8 | 5 | (232.50) | - |
| S18-05131 | 440000225159 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD02JGVP | 1 | 8/30/2017 | 232.50 | 044D | 0211 | 1/31/2026 | G | 8 | 5 | (232.50) | - |
| S18-05135 | 440000225163 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD02HNQ8 | 1 | 8/30/2017 | 232.50 | 044D | 0211 | 1/31/2026 | G | 8 | 5 | (232.50) | - |
| S18-05136 | 440000225164 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD02HNQB | 1 | 8/30/2017 | 232.50 | 044D | 0211 | 1/31/2026 | G | 8 | 5 | (232.50) | - |
| S18-05140 | 440000225168 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD02E6P4 | 1 | 8/30/2017 | 232.50 | 044D | 0211 | 1/31/2026 | G | 8 | 5 | (232.50) | - |
| S18-05142 | 440000225170 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD02JGWG | 1 | 8/30/2017 | 232.50 | 044D | 0211 | 1/31/2026 | G | 8 | 5 | (232.50) | - |
| S18-05144 | 440000225172 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD02HNZR | 1 | 8/30/2017 | 232.50 | 044D | 0211 | 1/31/2026 | G | 8 | 5 | (232.50) | - |
| S18-05149 | 440000225177 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD02HNS5 | 1 | 8/30/2017 | 232.50 | 044D | 0211 | 1/31/2026 | G | 8 | 5 | (232.50) | - |
| S18-05150 | 440000225178 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD02HP16 | 1 | 8/30/2017 | 232.50 | 044D | 0211 | 1/31/2026 | G | 8 | 5 | (232.50) | - |
| S18-05151 | 440000225179 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD02HNQ4 | 1 | 8/30/2017 | 232.50 | 044D | 0211 | 1/31/2026 | G | 8 | 5 | (232.50) | - |
| S18-16103 | 440000228381 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD03U9Y9 | 1 | 4/26/2018 | 242.50 | 044D | 0211 | 1/31/2026 | G | 8 | 5 | (242.50) | - |
| S18-16110 | 440000228388 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD03U9Z2 | 1 | 4/26/2018 | 242.50 | 044D | 0211 | 1/31/2026 | G | 8 | 5 | (242.50) | - |
| S18-16114 | 440000228392 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD03U9ZS | 1 | 4/26/2018 | 242.50 | 044D | 0211 | 1/31/2026 | G | 8 | 5 | (242.50) | - |
| S18-16116 | 440000228394 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD03U9ZW | 1 | 4/26/2018 | 242.50 | 044D | 0211 | 1/31/2026 | G | 8 | 5 | (242.50) | - |
| S18-16117 | 440000228395 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD03UA01 | 1 | 4/26/2018 | 242.50 | 044D | 0211 | 1/31/2026 | G | 8 | 5 | (242.50) | - |
| S18-16119 | 440000228397 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD03UA09 | 1 | 4/26/2018 | 242.50 | 044D | 0211 | 1/31/2026 | G | 8 | 5 | (242.50) | - |
| S18-16120 | 440000228398 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD03UA0B | 1 | 4/26/2018 | 242.50 | 044D | 0211 | 1/31/2026 | G | 8 | 5 | (242.50) | - |
| S18-16121 | 440000228399 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD03UA0C | 1 | 4/26/2018 | 242.50 | 044D | 0211 | 1/31/2026 | G | 8 | 5 | (242.50) | - |
| S18-16122 | 440000228400 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD03UA0Q | 1 | 4/26/2018 | 242.50 | 044D | 0211 | 1/31/2026 | G | 8 | 5 | (242.50) | - |
| S18-16125 | 440000228403 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD03UA11 | 1 | 4/26/2018 | 242.50 | 044D | 0211 | 1/31/2026 | G | 8 | 5 | (242.50) | - |
| S18-16126 | 440000228404 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD03UA14 | 1 | 4/26/2018 | 242.50 | 044D | 0211 | 1/31/2026 | G | 8 | 5 | (242.50) | - |
| S18-16127 | 440000228405 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD03UA17 | 1 | 4/26/2018 | 242.50 | 044D | 0211 | 1/31/2026 | G | 8 | 5 | (242.50) | - |
| S18-16128 | 440000228406 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD03UA1G | 1 | 4/26/2018 | 242.50 | 044D | 0211 | 1/31/2026 | G | 8 | 5 | (242.50) | - |
| 02-09198 | 440000001606 | PRINTER, LEXMARK T520N | C010332 | 1 | 12/11/2001 | 1,258.00 | 044A | 0211 | 1/31/2026 | T | 24 | 5 | (1,258.00) | - |
| 05-30563 | 440000021103 | PRINTER, LEXMARK T630N B/W LASER | 991WYGZ | 1 | 9/21/2004 | 1,208.00 | 044A | 0211 | 1/31/2026 | T | 21 | 5 | (1,208.00) | - |
| 05-34259 | 440000022495 | PRINTER LEXMARK W820N B/W LASER WIDE FORMAT | 0166658 | 1 | 9/28/2004 | 4,913.00 | 044A | 0211 | 1/31/2026 | T | 21 | 5 | (4,913.00) | - |
| 05-86245 | 110000002136 | PROMETHEAN BOARD | 4477596027 | 1 | 12/3/2005 | 1,793.00 | 011A | 0211 | 1/31/2026 | T | 20 | 7 | (1,793.00) | - |
| 05-86247 | 110000002138 | PROMETHEAN BOARD | 4477596029 | 1 | 12/3/2005 | 1,793.00 | 011A | 0211 | 1/31/2026 | T | 20 | 7 | (1,793.00) | - |
| 05-86248 | 110000002139 | PROMETHEAN BOARD | 4477596030 | 1 | 12/3/2005 | 1,793.00 | 011A | 0211 | 1/31/2026 | T | 20 | 7 | (1,793.00) | - |
| 05-86253 | 110000002147 | PROMETHEAN BOARD | 4477596024 | 1 | 12/3/2005 | 1,793.00 | 011A | 0211 | 1/31/2026 | T | 20 | 7 | (1,793.00) | - |
| 05LL00244 | 440000143060 | Lexmark Refresh Printer-T640n | 79010WD | 1 | 6/17/2005 | 1,099.66 | 044A | 0211 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 05LL00248 | 440000143069 | Lexmark Refresh Printer-T640n | 7901434 | 1 | 6/17/2005 | 1,099.66 | 044A | 0211 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 06-02671 | 440000039970 | DELL,DESKTOP, P4 TOWER W/19" | 3F80Z71 | 1 | 8/15/2005 | 1,288.00 | 044A | 0211 | 1/31/2026 | T | 20 | 5 | (1,288.00) | - |
| 06-04296 | 440000040865 | PRINTER, LEXMARK T640N B/W LASER | 7900HND | 1 | 9/13/2005 | 1,198.00 | 044A | 0211 | 1/31/2026 | T | 20 | 5 | (1,198.00) | - |
| 06-04298 | 440000040869 | PRINTER, LEXMARK T640N B/W LASER | 7900HPK | 1 | 9/13/2005 | 1,198.00 | 044A | 0211 | 1/31/2026 | T | 20 | 5 | (1,198.00) | - |
| 07-82501 | 110000000306 | ACTIVBOARD 78 BT | 0713303035 | 1 | 6/27/2007 | 1,477.00 | 011A | 0211 | 1/31/2026 | T | 19 | 7 | (1,477.00) | - |
| 08-11649 | 110000000818 | ACTIVBOARD W/ACTIVSTUDIO | 0812995279 | 1 | 6/5/2008 | 1,477.00 | 011A | 0211 | 1/31/2026 | T | 18 | 7 | (1,477.00) | - |
| 08-11651 | 110000000820 | ACTIVBOARD W/ACTIVSTUDIO | 0812995277 | 1 | 6/5/2008 | 1,477.00 | 011A | 0211 | 1/31/2026 | T | 18 | 7 | (1,477.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 08-11653 | 110000000822 | ACTIVBOARD W/ACTIVSTUDIO | 0812995275 | 1 | 6/5/2008 | 1,477.00 | 011A | 0211 | 1/31/2026 | T | 18 | 7 | (1,477.00) | - |
| 08-11654 | 110000000823 | ACTIVBOARD W/ACTIVSTUDIO | 0812995274 | 1 | 6/5/2008 | 1,477.00 | 011A | 0211 | 1/31/2026 | T | 18 | 7 | (1,477.00) | - |
| 08-11655 | 110000000824 | ACTIVBOARD W/ACTIVSTUDIO | 0812995273 | 1 | 6/5/2008 | 1,477.00 | 011A | 0211 | 1/31/2026 | T | 18 | 7 | (1,477.00) | - |
| 08-11657 | 110000000826 | ACTIVBOARD W/ACTIVSTUDIO | 0812995271 | 1 | 6/5/2008 | 1,477.00 | 011A | 0211 | 1/31/2026 | T | 18 | 7 | (1,477.00) | - |
| 08-11661 | 440000025073 | PRINTER, LEXMARK T640N B/W LASER | 791YY8B | 1 | 5/21/2008 | 1,198.00 | 044A | 0211 | 1/31/2026 | T | 18 | 5 | (1,198.00) | - |
| 08-11663 | 440000025077 | APPLE,MACBOOK PRO-2.4 GHZ 15.4"DISPLAY | W881562EYJX | 1 | 6/13/2008 | 2,534.00 | 044A | 0211 | 1/31/2026 | T | 18 | 5 | (2,534.00) | - |
| 08-11672 | 440000025093 | COMPUTER, DELL PE 1950 | HPR2CG1 | 1 | 6/11/2008 | 18,332.94 | 044A | 0211 | 1/31/2026 | T | 18 | 5 | (18,332.94) | - |
| 08-11731 | 440000025210 | DELL, DESKTOP, 745T W/19" FLAT PANEL | 5DDY9G1 | 1 | 6/13/2008 | 1,096.00 | 044A | 0211 | 1/31/2026 | T | 18 | 5 | (1,096.00) | - |
| 09-04431 | 440000034521 | DELL OPTIPLEX 755 W/17" FLAT PANEL CD/RW | GKJWCH1 | 1 | 9/23/2008 | 1,042.00 | 044A | 0211 | 1/31/2026 | T | 17 | 5 | (1,042.00) | - |
| 09-07775 | 110000001858 | ACTIVBOARD | 0835355074 | 1 | 11/21/2008 | 1,477.00 | 011A | 0211 | 1/31/2026 | T | 17 | 7 | (1,477.00) | - |
| 09-07776 | 110000001860 | ACTIVBOARD | 0835355071 | 1 | 11/21/2008 | 1,477.00 | 011A | 0211 | 1/31/2026 | T | 17 | 7 | (1,477.00) | - |
| 09-07779 | 110000001865 | ACTIVBOARD | 0835355073 | 1 | 11/21/2008 | 1,477.00 | 011A | 0211 | 1/31/2026 | T | 17 | 7 | (1,477.00) | - |
| 09-07981 | 440000036907 | PRINTER, LEXMARK T640N B/W LASER | 792V92T | 1 | 11/19/2008 | 1,198.00 | 044A | 0211 | 1/31/2026 | T | 17 | 5 | (1,198.00) | - |
| 15-05336 | 440000095017 | LENOVO THINKCENTRE M73Z NON-TOUCH 23 | MJ02GHQD | 1 | 6/2/2015 | 1,085.00 | 044A | 0211 | 1/31/2026 | T | 11 | 5 | (1,085.00) | - |
| 16-03108 | 440000101515 | LENOVO THINKCENTRE M93Z NON-TOUCH 23 | MJ03KZG1 | 1 | 3/30/2016 | 1,120.00 | 044A | 0211 | 1/31/2026 | T | 10 | 5 | (1,120.00) | - |
| 18-01463 | 110000011456 | Recordex SimplicityTouch 70in HD interac | ST-700-010971 | 1 | 9/19/2017 | 4,498.00 | 011A | 0211 | 1/31/2026 | G | 8 | 7 | (4,498.00) | - |
| 20-04282 | 440000242481 | LENOVO 100E (1A CELERON NON-TOUCH) | P207N78P | 1 | 5/5/2020 | 207.50 | 044A | 0211 | 1/31/2026 | G | 6 | 5 | (207.50) | - |
| 21-14793 | 440000266967 | LENOVO THINKPAD L13 i3 (1D i3 TOUCH) | R90YP2Z0 | 1 | 9/17/2020 | 463.50 | 044A | 0211 | 1/31/2026 | G | 5 | 5 | (463.50) | - |
| 21-14848 | 440000267022 | LENOVO THINKPAD L13 i3 (1D i3 TOUCH) | R90YNYF6 | 1 | 9/17/2020 | 463.50 | 044A | 0211 | 1/31/2026 | G | 5 | 5 | (463.50) | - |
| 21-14876 | 440000267050 | LENOVO THINKPAD L13 i5 (1F i5 TOUCH) | R90Z4TD6 | 1 | 9/17/2020 | 622.50 | 044A | 0211 | 1/31/2026 | G | 5 | 5 | (622.50) | - |
| A08-83696 | 440000112486 | DELL POWER VAULT STORAGE ARRAY MD1000 | 5MMRBG1 | 1 | 5/19/2008 | 3,000.00 | 044A | 0211 | 1/31/2026 | T | 18 | 5 | (3,000.00) | - |
| A10-81976 | 110000007774 | PROMETHEAN BOARD | C0912040497 | 1 | 12/31/2009 | 1,039.00 | 011A | 0211 | 1/31/2026 | T | 16 | 7 | (1,039.00) | - |
| A10-81977 | 110000007775 | PROMETHEAN BOARD | C1001060554 | 1 | 12/31/2009 | 1,039.00 | 011A | 0211 | 1/31/2026 | T | 16 | 7 | (1,039.00) | - |
| A10-81978 | 110000007776 | PROMETHEAN BOARD | C1001060555 | 1 | 12/31/2009 | 1,039.00 | 011A | 0211 | 1/31/2026 | T | 16 | 7 | (1,039.00) | - |
| R14-80655 | 110000005596 | BOARD, PROMETHEAN | C0912230370 | 1 | 4/14/2014 | 1,039.00 | 011A | 0211 | 1/31/2026 | T | 12 | 7 | (1,039.00) | - |
| S17000807 | 440000174829 | LENOVO M700 SFF DESKTOP | MJ03ZXZL | 1 | 8/1/2016 | 634.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (634.00) | - |
| S17000819 | 440000174841 | LENOVO M700 SFF DESKTOP | MJ03ZXZA | 1 | 8/1/2016 | 634.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (634.00) | - |
| S17000920 | 440000174942 | LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP | MP108UU0 | 1 | 8/1/2016 | 899.00 | 044D | 0211 | 1/31/2026 | G | 10 | 5 | (899.00) | - |
| S17004309 | 440000177683 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR068PZ5 | 1 | 9/19/2016 | 264.00 | 044D | 0211 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010709 | 440000183672 | APC SMART UPS 2200 | AS1630243397 | 1 | 10/19/2016 | 1,115.31 | 044B | 0211 | 1/31/2026 | G | 9 | 5 | (1,115.31) | - |
| S17045140 | 110000009154 | ELMO TT12ID DOCUMENT CAMERA, 1080P, 30FP | 1353106 | 1 | 3/13/2017 | 520.00 | 011D | 0211 | 1/31/2026 | G | 9 | 7 | (520.00) | - |
| S17045141 | 110000009155 | ELMO TT12ID DOCUMENT CAMERA, 1080P, 30FP | 1353104 | 1 | 3/13/2017 | 520.00 | 011D | 0211 | 1/31/2026 | G | 9 | 7 | (520.00) | - |
| S17045142 | 110000009156 | ELMO TT12ID DOCUMENT CAMERA, 1080P, 30FP | 1353108 | 1 | 3/13/2017 | 520.00 | 011D | 0211 | 1/31/2026 | G | 9 | 7 | (520.00) | - |
| S17045143 | 110000009157 | ELMO TT12ID DOCUMENT CAMERA, 1080P, 30FP | 1353107 | 1 | 3/13/2017 | 520.00 | 011D | 0211 | 1/31/2026 | G | 9 | 7 | (520.00) | - |
| S17045144 | 110000009158 | ELMO TT12ID DOCUMENT CAMERA, 1080P, 30FP | 1353105 | 1 | 3/13/2017 | 520.00 | 011D | 0211 | 1/31/2026 | G | 9 | 7 | (520.00) | - |
| S20-14759 | 440000241721 | LENOVO 300E (1B CELERON TOUCH) | P207NGA7 | 1 | 5/20/2020 | 237.50 | 044D | 0211 | 1/31/2026 | G | 6 | 5 | (237.50) | - |
| 04-85372 | 440000015062 | Switch, HP Procurve 3500 | SG4173D00D | 1 | 4/30/2004 | 3,069.00 | 044A | 0641 | 1/31/2026 | T | 22 | 5 | (3,069.00) | - |
| S17050564 | 440000219429 | APC SMART UPS 1500 | AS1644141414 | 1 | 4/20/2017 | 730.85 | 044D | 0641 | 1/31/2026 | G | 9 | 5 | (730.85) | - |
| 21-20489 | 440000272632 | LENOVO THINKPAD L13 i3 (1D i3 TOUCH) | R90YNLBN | 1 | 10/6/2020 | 463.50 | 044A | 3971 | 1/31/2026 | G | 5 | 5 | (463.50) | - |
| 21-20531 | 440000272674 | LENOVO THINKPAD L13 i3 (1D i3 TOUCH) | R90YNXL9 | 1 | 10/6/2020 | 463.50 | 044A | 3971 | 1/31/2026 | G | 5 | 5 | (463.50) | - |
| 21-20559 | 440000272702 | LENOVO THINKPAD L13 i5 (1F i5 TOUCH) | R90Z4TEL | 1 | 10/6/2020 | 622.50 | 044A | 3971 | 1/31/2026 | G | 5 | 5 | (622.50) | - |
| 21-20463 | 440000272606 | LENOVO THINKPAD L13 i3 (1D i3 TOUCH) | R90YNXFJ | 1 | 10/6/2020 | 463.50 | 044A | 3971 | 1/31/2026 | G | 5 | 5 | (463.50) | - |
| 21-20464 | 440000272607 | LENOVO THINKPAD L13 i3 (1D i3 TOUCH) | R90YNXFQ | 1 | 10/6/2020 | 463.50 | 044A | 3971 | 1/31/2026 | G | 5 | 5 | (463.50) | - |
| 03-20393 | 440000006384 | PRINTER, LEXMARK T630 | 99103CR | 1 | 5/6/2003 | 1,208.00 | 044A | 1841 | 1/31/2026 | T | 23 | 5 | (1,208.00) | - |
| 04-19311 | 110000000342 | PRESENTER, VISUAL ELMO DOC CAM | 553185 | 1 | 6/4/2004 | 2,239.00 | 011A | 1841 | 1/31/2026 | T | 22 | 7 | (2,239.00) | - |
| 05-48822 | 560000001249 | PROJECTOR, ULTALIGHT EPSON 740 | F57G520607F | 1 | 3/18/2005 | 2,023.00 | 056A | 1841 | 1/31/2026 | T | 21 | 6 | (2,023.00) | - |
| 05-52522 | 460000001993 | VIDEO CONFERENCE, OPUS SYSTEM | 25A20825/405KT0201 | 1 | 5/12/2005 | 23,368.87 | 046A | 1841 | 1/31/2026 | T | 21 | 7 | (23,368.87) | - |
| 06-00401 | 110000002207 | BOARD PROACTIVE 78 | 5219937030 | 1 | 7/26/2005 | 1,793.30 | 011A | 1841 | 1/31/2026 | T | 21 | 7 | (1,793.30) | - |
| 10-04768 | 110000003584 | WHITEBOARD, INTERACTIVE SMART BOARD SB68 | SB680R2874845 | 1 | 5/7/2010 | 1,012.00 | 011A | 1841 | 1/31/2026 | T | 16 | 7 | (1,012.00) | - |
| 11-00081 | 440000051202 | PRINTER, LEXMARK T652DN B/W DUPLEX LASER | 7944Z0V | 1 | 7/19/2010 | 1,248.00 | 044A | 1841 | 1/31/2026 | T | 16 | 5 | (1,248.00) | - |
| 11-00705 | 440000051538 | APPLE MACBOOK 2.26 GHZ W/DVD±R 13.3" | 4503500WFYN | 1 | 9/15/2010 | 1,251.85 | 044A | 1841 | 1/31/2026 | T | 15 | 5 | (1,251.85) | - |
| 11-80268 | 440000056370 | IBM KIDSMART COMPUTER | MJFNBA0 | 1 | 3/11/2011 | 2,599.99 | 044A | 1841 | 1/31/2026 | T | 15 | 5 | (2,599.99) | - |
| 13-05034 | 440000072233 | APPLE MACBOOK PRO 13" 2.5GHZ 13" DISPLY | C02KH5NQDTY3 | 1 | 5/29/2013 | 1,511.00 | 044A | 1841 | 1/31/2026 | T | 13 | 5 | (1,511.00) | - |
| 13-05035 | 440000072235 | APPLE MACBOOK PRO 13" 2.5GHZ 13" DISPLY | C02KJ256DTY3 | 1 | 5/29/2013 | 1,511.00 | 044A | 1841 | 1/31/2026 | T | 13 | 5 | (1,511.00) | - |
| 16-02033 | 110000006855 | SMARTBOARD | G012HW3300397 | 1 | 12/16/2015 | 2,033.75 | 011A | 1841 | 1/31/2026 | T | 10 | 7 | (2,033.75) | - |
| R11-81604 | 110000005224 | SMART BOARD | SB680R2A96197 | 1 | 8/24/2010 | 1,039.00 | 011A | 1841 | 1/31/2026 | T | 15 | 7 | (1,039.00) | - |
| R11-81605 | 110000005225 | SMART BOARD | SB680M2031546 | 1 | 8/24/2010 | 1,039.00 | 011A | 1841 | 1/31/2026 | T | 15 | 7 | (1,039.00) | - |
| S17022965 | 440000193954 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PH6 | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17022984 | 440000193973 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PVK | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17022990 | 440000193979 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PPB | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17023008 | 440000193997 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PQF | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17023009 | 440000193998 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PR4 | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17023010 | 440000193999 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144DU3 | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023053 | 440000194042 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP14DLMZ | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17052231 | 440000219776 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01ML4D | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S17052263 | 440000219808 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MM1E | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052272 | 440000219817 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MM1F | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052280 | 440000219825 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01ML46 | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052289 | 440000219834 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MK5V | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052315 | 440000219860 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MK6W | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052333 | 440000219878 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKVR | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S18-00838 | 460000005817 | AP230, INDOOR PLENUM | 2301703300883 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00839 | 460000005818 | AP230, INDOOR PLENUM | 2301703300869 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00840 | 460000005819 | AP230, INDOOR PLENUM | 2301703301618 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00841 | 460000005820 | AP230, INDOOR PLENUM | 2301703300682 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00842 | 460000005821 | AP230, INDOOR PLENUM | 2301703301964 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00843 | 460000005822 | AP230, INDOOR PLENUM | 2301703301785 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00844 | 460000005823 | AP230, INDOOR PLENUM | 2301702060792 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00845 | 460000005824 | AP230, INDOOR PLENUM | 2301702060780 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00846 | 460000005825 | AP230, INDOOR PLENUM | 2301701010328 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00847 | 460000005826 | AP230, INDOOR PLENUM | 2301701011462 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00848 | 460000005827 | AP230, INDOOR PLENUM | 2301701010319 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00849 | 460000005828 | AP230, INDOOR PLENUM | 2301701010214 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00850 | 460000005829 | AP230, INDOOR PLENUM | 2301701010791 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00851 | 460000005830 | AP230, INDOOR PLENUM | 2301701010435 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00852 | 460000005831 | AP230, INDOOR PLENUM | 2301701010216 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00853 | 460000005832 | AP230, INDOOR PLENUM | 2301701010465 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00854 | 460000005833 | AP230, INDOOR PLENUM | 2301701010193 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00855 | 460000005834 | AP230, INDOOR PLENUM | 2301701010194 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00856 | 460000005835 | AP230, INDOOR PLENUM | 2301703300670 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00857 | 460000005836 | AP230, INDOOR PLENUM | 2301703301158 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00858 | 460000005837 | AP230, INDOOR PLENUM | 2301703301643 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00859 | 460000005838 | AP230, INDOOR PLENUM | 2301703301114 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00860 | 460000005839 | AP230, INDOOR PLENUM | 2301703300312 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00861 | 460000005840 | AP230, INDOOR PLENUM | 2301703301168 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00862 | 460000005841 | AP230, INDOOR PLENUM | 2301703301143 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00863 | 460000005842 | AP230, INDOOR PLENUM | 2301703301482 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00864 | 460000005843 | AP230, INDOOR PLENUM | 2301703300282 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00865 | 460000005844 | AP230, INDOOR PLENUM | 2301703301126 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00866 | 460000005845 | AP230, INDOOR PLENUM | 2301703300256 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00867 | 460000005846 | AP230, INDOOR PLENUM | 2301703301145 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00868 | 460000005847 | AP230, INDOOR PLENUM | 2301703300276 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00869 | 460000005848 | AP230, INDOOR PLENUM | 2301703301125 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00870 | 460000005849 | AP230, INDOOR PLENUM | 2301703300304 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00871 | 460000005850 | AP230, INDOOR PLENUM | 2301703300257 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00872 | 460000005851 | AP230, INDOOR PLENUM | 2301703301389 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00873 | 460000005852 | AP230, INDOOR PLENUM | 2301703300280 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00874 | 460000005853 | AP230, INDOOR PLENUM | 2301703300815 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00875 | 460000005854 | AP230, INDOOR PLENUM | 2301703303573 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00876 | 460000005855 | AP230, INDOOR PLENUM | 2301703302664 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00877 | 460000005856 | AP230, INDOOR PLENUM | 2301703302200 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00878 | 460000005857 | AP230, INDOOR PLENUM | 2301703303578 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00879 | 460000005858 | AP230, INDOOR PLENUM | 2301703302044 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00880 | 460000005859 | AP230, INDOOR PLENUM | 2301703302049 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00881 | 460000005860 | AP230, INDOOR PLENUM | 2301703300363 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00882 | 460000005861 | AP230, INDOOR PLENUM | 2301703302056 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00883 | 460000005862 | AP230, INDOOR PLENUM | 2301703300594 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00884 | 460000005863 | AP230, INDOOR PLENUM | 2301703300878 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00885 | 460000005864 | AP230, INDOOR PLENUM | 2301703300736 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00886 | 460000005865 | AP230, INDOOR PLENUM | 2301703300789 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00887 | 460000005866 | AP230, INDOOR PLENUM | 2301703300743 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00888 | 460000005867 | AP230, INDOOR PLENUM | 2301703301222 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00889 | 460000005868 | AP230, INDOOR PLENUM | 2301703301130 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00890 | 460000005869 | AP230, INDOOR PLENUM | 2301703300774 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S18-00891 | 460000005870 | AP230, INDOOR PLENUM | 2301703301499 | 1 | 7/24/2017 | 566.17 | 046D | 1841 | 1/31/2026 | G | 9 | 7 | (566.17) | - |
| S20-10067 | 440000235412 | LENOVO 300E 2ND GEN (TOUCH) | P2060J7N | 1 | 10/8/2019 | 239.00 | 044D | 1841 | 1/31/2026 | G | 6 | 5 | (239.00) | - |
| S20-10068 | 440000235413 | LENOVO 300E 2ND GEN (TOUCH) | P2060J83 | 1 | 10/8/2019 | 239.00 | 044D | 1841 | 1/31/2026 | G | 6 | 5 | (239.00) | - |
| S20-10626 | 440000235929 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | P205TWX1 | 1 | 11/12/2019 | 239.00 | 044D | 1841 | 1/31/2026 | G | 6 | 5 | (239.00) | - |
| 04-17471 | 560000000809 | PROJECTOR, CLASSROOM FOR A CART, EPSON | FG7G431341F | 1 | 4/26/2004 | 1,154.23 | 056A | 1841 | 1/31/2026 | T | 22 | 6 | (1,154.23) | - |
| 04-84134 | 560000000923 | PROJECTOR, EPSON POWERLITE S1 | FWDG4Z602SF | 1 | 6/4/2004 | 2,239.00 | 056A | 1841 | 1/31/2026 | T | 22 | 6 | (2,239.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 05-48813 | 560000001240 | PROJECTOR, ULTALIGHT EPSON 740 | F57G520605F | 1 | 3/18/2005 | 2,023.00 | 056A | 1841 | 1/31/2026 | T | 21 | 6 | (2,023.00) | - |
| 05-48814 | 560000001241 | PROJECTOR, ULTALIGHT EPSON 740 | F57G520599F | 1 | 3/18/2005 | 2,023.00 | 056A | 1841 | 1/31/2026 | T | 21 | 6 | (2,023.00) | - |
| 05-48815 | 560000001242 | PROJECTOR, ULTALIGHT EPSON 740 | F57G520600F | 1 | 3/18/2005 | 2,023.00 | 056A | 1841 | 1/31/2026 | T | 21 | 6 | (2,023.00) | - |
| 05-48816 | 560000001243 | PROJECTOR, ULTALIGHT EPSON 740 | F57G520608F | 1 | 3/18/2005 | 2,023.00 | 056A | 1841 | 1/31/2026 | T | 21 | 6 | (2,023.00) | - |
| 05-48817 | 560000001244 | PROJECTOR, ULTALIGHT EPSON 740 | F57G520624F | 1 | 3/18/2005 | 2,023.00 | 056A | 1841 | 1/31/2026 | T | 21 | 6 | (2,023.00) | - |
| 05-48818 | 560000001245 | PROJECTOR, ULTALIGHT EPSON 740 | F57G520625F | 1 | 3/18/2005 | 2,023.00 | 056A | 1841 | 1/31/2026 | T | 21 | 6 | (2,023.00) | - |
| 05-48819 | 560000001246 | PROJECTOR, ULTALIGHT EPSON 740 | F57G520597F | 1 | 3/18/2005 | 2,023.00 | 056A | 1841 | 1/31/2026 | T | 21 | 6 | (2,023.00) | - |
| 05-48821 | 560000001248 | PROJECTOR, ULTALIGHT EPSON 740 | F57G520616F | 1 | 3/18/2005 | 2,023.00 | 056A | 1841 | 1/31/2026 | T | 21 | 6 | (2,023.00) | - |
| 05-48823 | 560000001250 | PROJECTOR, ULTALIGHT EPSON 740 | F57G520613F | 1 | 3/18/2005 | 2,023.00 | 056A | 1841 | 1/31/2026 | T | 21 | 6 | (2,023.00) | - |
| 05-48824 | 560000001251 | PROJECTOR, ULTALIGHT EPSON 740 | F57G520615F | 1 | 3/18/2005 | 2,023.00 | 056A | 1841 | 1/31/2026 | T | 21 | 6 | (2,023.00) | - |
| 05LL02400 | 440000147491 | Lexmark Refresh Printer-T640n | 7901YHF | 1 | 6/17/2005 | 1,099.66 | 044A | 1841 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 06-00396 | 110000002202 | BOARD PROACTIVE 78 | 5219937025 | 1 | 7/26/2005 | 1,793.30 | 011A | 1841 | 1/31/2026 | T | 21 | 7 | (1,793.30) | - |
| 06-00397 | 110000002203 | BOARD PROACTIVE 78 | 5219937026 | 1 | 7/26/2005 | 1,793.30 | 011A | 1841 | 1/31/2026 | T | 21 | 7 | (1,793.30) | - |
| 06-00398 | 110000002204 | BOARD PROACTIVE 78 | 5219937027 | 1 | 7/26/2005 | 1,793.30 | 011A | 1841 | 1/31/2026 | T | 21 | 7 | (1,793.30) | - |
| 06-00399 | 110000002205 | BOARD PROACTIVE 78 | 5219937028 | 1 | 7/26/2005 | 1,793.30 | 011A | 1841 | 1/31/2026 | T | 21 | 7 | (1,793.30) | - |
| 06-00400 | 110000002206 | BOARD PROACTIVE 78 | 5219937029 | 1 | 7/26/2005 | 1,793.30 | 011A | 1841 | 1/31/2026 | T | 21 | 7 | (1,793.30) | - |
| 06-00402 | 110000002208 | BOARD, PROMETHEAN PRO ACTIV78 | 5219937031 | 1 | 7/26/2005 | 1,793.30 | 011A | 1841 | 1/31/2026 | T | 21 | 7 | (1,793.30) | - |
| 06-00403 | 110000002209 | BOARD PROACTIVE 78 | 5219938008 | 1 | 7/26/2005 | 1,793.30 | 011A | 1841 | 1/31/2026 | T | 21 | 7 | (1,793.30) | - |
| 06-00404 | 110000002210 | BOARD PROACTIVE 78 | 5219941055 | 1 | 7/27/2005 | 1,793.30 | 011A | 1841 | 1/31/2026 | T | 21 | 7 | (1,793.30) | - |
| 07-01133 | 110000003523 | WHITEBOARD, PROMETHEAN WALL MOUNTED | 6072959066 | 1 | 8/8/2006 | 1,267.00 | 011A | 1841 | 1/31/2026 | T | 19 | 7 | (1,267.00) | - |
| 07-34468 | 110000000205 | ACTIVBOARD PRO 78 | 0712299082 | 1 | 6/25/2007 | 1,277.00 | 011A | 1841 | 1/31/2026 | T | 19 | 7 | (1,277.00) | - |
| 09-09943 | 110000002150 | ACTIVBOARD, PROMETHEAN (WHITEBOARD) | 0810160046 | 1 | 1/9/2009 | 4,375.00 | 011A | 1841 | 1/31/2026 | T | 17 | 7 | (4,375.00) | - |
| 09-82852 | 110000002841 | Promethean Board | 0827234465 | 1 | 11/6/2008 | 3,725.00 | 011A | 1841 | 1/31/2026 | T | 17 | 7 | (3,725.00) | - |
| 09-82853 | 110000002842 | BOARD, PROMETHEAN PRO ACTIV78 | 0827234464 | 1 | 11/6/2008 | 3,725.00 | 011A | 1841 | 1/31/2026 | T | 17 | 7 | (3,725.00) | - |
| 16-02032 | 110000006854 | SMARTBOARD | G012HW3000052 | 1 | 12/16/2015 | 2,033.75 | 011A | 1841 | 1/31/2026 | T | 10 | 7 | (2,033.75) | - |
| 21-28709 | 440000280852 | ThinkPad L14 Gen1 20U2S0NE00 | PF1T8MRZ | 1 | 10/1/2020 | 503.50 | 044A | 1841 | 1/31/2026 | G | 5 | 5 | (503.50) | - |
| 21-31202 | 440000283345 | ThinkPad L14 Gen1 20U2S0NE00 | PF1VCFX2 | 1 | 10/1/2020 | 503.50 | 044A | 1841 | 1/31/2026 | G | 5 | 5 | (503.50) | - |
| A09-82966 | 110000007470 | Activexpressions 25 pc | 18410001 | 1 | 1/9/2009 | 1,945.00 | 011A | 1841 | 1/31/2026 | T | 17 | 7 | (1,945.00) | - |
| A09-82967 | 110000007471 | Activexpressions 25 pc | 18410002 | 1 | 1/9/2009 | 1,945.00 | 011A | 1841 | 1/31/2026 | T | 17 | 7 | (1,945.00) | - |
| A09-82968 | 110000007472 | Activexpressions 25 pc | 18410003 | 1 | 1/9/2009 | 1,945.00 | 011A | 1841 | 1/31/2026 | T | 17 | 7 | (1,945.00) | - |
| A09-82969 | 110000007473 | Activote, 32 voting pods | 18410004 | 1 | 1/9/2009 | 1,798.30 | 011A | 1841 | 1/31/2026 | T | 17 | 7 | (1,798.30) | - |
| A10-81791 | 110000007721 | BOARD, PROMETHEAN | B0905130491 | 1 | 3/10/2010 | 1,039.00 | 011A | 1841 | 1/31/2026 | T | 16 | 7 | (1,039.00) | - |
| A10-81793 | 110000007723 | BOARD, PROMETHEAN | C1002010536 | 1 | 3/10/2010 | 1,039.00 | 011A | 1841 | 1/31/2026 | T | 16 | 7 | (1,039.00) | - |
| A10-81794 | 110000007724 | BOARD, PROMETHEAN | C1002010537 | 1 | 3/10/2010 | 1,039.00 | 011A | 1841 | 1/31/2026 | T | 16 | 7 | (1,039.00) | - |
| A10-81796 | 110000007726 | BOARD, PROMETHEAN | C1012060473 | 1 | 3/10/2010 | 1,039.00 | 011A | 1841 | 1/31/2026 | T | 16 | 7 | (1,039.00) | - |
| A10-81797 | 110000007727 | BOARD, PROMETHEAN | C1012060474 | 1 | 3/10/2010 | 1,039.00 | 011A | 1841 | 1/31/2026 | T | 16 | 7 | (1,039.00) | - |
| A10-81798 | 110000007728 | BOARD, PROMETHEAN | C1012060475 | 1 | 3/10/2010 | 1,039.00 | 011A | 1841 | 1/31/2026 | T | 16 | 7 | (1,039.00) | - |
| S17022962 | 440000193951 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PU6 | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17022963 | 440000193952 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PJS | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17022970 | 440000193959 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PSB | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17022977 | 440000193966 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PJC | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17022979 | 440000193968 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PW7 | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17022980 | 440000193969 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PN3 | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17022989 | 440000193978 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PHZ | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17022993 | 440000193982 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PSU | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17022998 | 440000193987 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PW1 | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17023005 | 440000193994 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PX9 | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17023012 | 440000194001 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144DUG | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023013 | 440000194002 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144DUR | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023014 | 440000194003 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144DUM | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023015 | 440000194004 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144DUT | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023016 | 440000194005 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144DUP | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023017 | 440000194006 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144DTT | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023018 | 440000194007 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP14457R | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023019 | 440000194008 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP14457G | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023022 | 440000194011 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP14459A | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023023 | 440000194012 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144585 | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023024 | 440000194013 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144DV1 | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023025 | 440000194014 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144DTR | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023027 | 440000194016 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144582 | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023032 | 440000194021 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP14457L | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023035 | 440000194024 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP14459E | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023036 | 440000194025 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144DU8 | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023037 | 440000194026 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144DUB | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023038 | 440000194027 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP14459D | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S17023039 | 440000194028 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144DUZ | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023040 | 440000194029 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144DUY | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023041 | 440000194030 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144ASM | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023043 | 440000194032 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP14457F | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023046 | 440000194035 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP14459C | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023047 | 440000194036 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP14457K | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023050 | 440000194039 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144580 | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023051 | 440000194040 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP14457U | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023052 | 440000194041 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP14457H | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023055 | 440000194044 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP14459L | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17052150 | 440000219695 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKLS | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052159 | 440000219704 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKP5 | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052167 | 440000219712 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKW5 | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052170 | 440000219715 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKWP | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052171 | 440000219716 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKWT | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052186 | 440000219731 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKU2 | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052187 | 440000219732 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MLMZ | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052199 | 440000219744 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MLRH | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052210 | 440000219755 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01ML8F | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052211 | 440000219756 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01ML8L | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052213 | 440000219758 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKU0 | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052214 | 440000219759 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKSP | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052217 | 440000219762 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MM0Y | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052222 | 440000219767 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MM0M | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052225 | 440000219770 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MM3H | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052234 | 440000219779 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MM3X | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052237 | 440000219782 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01ML9V | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052238 | 440000219783 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01ML9W | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052242 | 440000219787 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MLAY | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052245 | 440000219790 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01ML8Q | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052249 | 440000219794 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MLFT | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052251 | 440000219796 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MLHW | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052259 | 440000219804 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MLMR | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052264 | 440000219809 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01ML5H | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052273 | 440000219818 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKBT | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052275 | 440000219820 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKEB | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052277 | 440000219822 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKF4 | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052278 | 440000219823 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKF7 | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052281 | 440000219826 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MM0A | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052282 | 440000219827 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01ML4Y | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052291 | 440000219836 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKN5 | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052303 | 440000219848 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MLY8 | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052304 | 440000219849 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MLYC | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052310 | 440000219855 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MLR0 | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052325 | 440000219870 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKGX | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052327 | 440000219872 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKHF | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052343 | 440000219888 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKZH | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052348 | 440000219893 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01ML2N | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052349 | 440000219894 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01ML07 | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S19-05845 | 440000231918 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD050ZJ1 | 1 | 11/9/2018 | 239.00 | 044D | 1841 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S19-05851 | 440000231924 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD050YC7 | 1 | 11/9/2018 | 239.00 | 044D | 1841 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S19-05854 | 440000231927 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD050ZCS | 1 | 11/9/2018 | 239.00 | 044D | 1841 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S19-05865 | 440000231938 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD050YPM | 1 | 11/9/2018 | 239.00 | 044D | 1841 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S19-05871 | 440000231944 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD050ZFS | 1 | 11/9/2018 | 239.00 | 044D | 1841 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S20-10082 | 440000235427 | LENOVO 300E 2ND GEN (TOUCH) | P206JZPD | 1 | 10/8/2019 | 239.00 | 044D | 1841 | 1/31/2026 | G | 6 | 5 | (239.00) | - |
| S20-10088 | 440000235433 | LENOVO 300E 2ND GEN (TOUCH) | P206JZQN | 1 | 10/8/2019 | 239.00 | 044D | 1841 | 1/31/2026 | G | 6 | 5 | (239.00) | - |
| S20-10616 | 440000235919 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | P205TWT6 | 1 | 11/12/2019 | 239.00 | 044D | 1841 | 1/31/2026 | G | 6 | 5 | (239.00) | - |
| 05LA00108 | 440000169719 | Apple Refresh Server | QP5310J1SLZ | 1 | 7/22/2005 | 3,021.23 | 044A | 1841 | 1/31/2026 | T | 21 | 5 | (3,021.23) | - |
| 05LA30245 | 440000134880 | APPLE REFRESH RAID SERVER | QP5310E7RS4 | 1 | 7/22/2005 | 3,970.32 | 044A | 1841 | 1/31/2026 | T | 21 | 5 | (3,970.32) | - |
| 10-03532 | 440000047763 | APPLE IMAC INTEL W/20" FLAT PANEL /COMBO | H000423Q9TH | 1 | 2/5/2010 | 1,134.00 | 044A | 1841 | 1/31/2026 | T | 16 | 5 | (1,134.00) | - |
| 11-04039 | 440000054168 | APPLE IMAC INTEL W/20 FLAT PANEL /COMBO | H011702LDWY | 1 | 5/16/2011 | 1,095.10 | 044A | 1841 | 1/31/2026 | T | 15 | 5 | (1,095.10) | - |
| 12-02748 | 440000059649 | APPLE IMAC INTEL W/21.5" LED WIDESCRN | C02G3AMNDKL9 | 1 | 2/6/2012 | 1,195.28 | 044A | 1841 | 1/31/2026 | T | 14 | 5 | (1,195.28) | - |
| 14-01446 | 440000076712 | APPLE IMAC INTEL W/215" LED GLSY WDSCN | D25L700KDNCR | 1 | 9/18/2013 | 1,479.00 | 044A | 1841 | 1/31/2026 | T | 12 | 5 | (1,479.00) | - |
| 14-01447 | 440000076714 | APPLE IMAC INTEL W/215" LED GLSY WDSCN | D25L700PDNCR | 1 | 9/18/2013 | 1,479.00 | 044A | 1841 | 1/31/2026 | T | 12 | 5 | (1,479.00) | - |
| 14-01709 | 440000077190 | APPLE IMAC INTEL W/215" LED GLSY WDSCN | D25LF00CDNCR | 1 | 10/3/2013 | 1,479.00 | 044A | 1841 | 1/31/2026 | T | 12 | 5 | (1,479.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 05-84584 | 110000002008 | PROACTIV78, BOARD | 5098842182 | 1 | 5/9/2005 | 1,793.30 | 011A | 1841 | 1/31/2026 | T | 21 | 7 | (1,793.30) | - |
| 05-84586 | 110000002010 | PROACTIV78, BOARD | 5098842184 | 1 | 5/9/2005 | 1,793.30 | 011A | 1841 | 1/31/2026 | T | 21 | 7 | (1,793.30) | - |
| 05LL02397 | 440000147484 | Lexmark Refresh Printer-T640n | 7902DM1 | 1 | 6/17/2005 | 1,099.66 | 044A | 1841 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 13-01967 | 110000005772 | ST230i SMART Table Interactive Lng Tble | ST230I-M2-005742 | 1 | 11/21/2012 | 4,800.00 | 011A | 1841 | 1/31/2026 | T | 13 | 7 | (4,800.00) | - |
| 21-31188 | 440000283331 | ThinkPad L14 Gen1 20U2S0NE00 | PF1VCFNH | 1 | 10/1/2020 | 503.50 | 044A | 1841 | 1/31/2026 | G | 5 | 5 | (503.50) | - |
| 21-31227 | 440000283370 | ThinkPad L14 Gen1 20U2S0NE00 | PF1VCG90 | 1 | 10/1/2020 | 503.50 | 044A | 1841 | 1/31/2026 | G | 5 | 5 | (503.50) | - |
| S17022971 | 440000193960 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PUN | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17022975 | 440000193964 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PJY | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17022987 | 440000193976 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PK9 | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17022991 | 440000193980 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PK4 | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17023000 | 440000193989 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PK3 | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17023001 | 440000193990 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PN0 | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17023006 | 440000193995 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PSW | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17023007 | 440000193996 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PX7 | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17023011 | 440000194000 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP14459H | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023020 | 440000194009 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144DUE | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023026 | 440000194015 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144DU5 | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023042 | 440000194031 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144DTM | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023048 | 440000194037 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP14457X | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023049 | 440000194038 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP14457Y | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023054 | 440000194043 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144DTW | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023056 | 440000194045 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP14459B | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023058 | 440000194047 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP14459N | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17052147 | 440000219692 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKQZ | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052191 | 440000219736 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MLLR | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052202 | 440000219747 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01ML9R | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052208 | 440000219753 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01ML7F | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052212 | 440000219757 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01ML8P | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052271 | 440000219816 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKCV | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052286 | 440000219831 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MLX1 | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052321 | 440000219866 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MK5N | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052351 | 440000219896 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01ML14 | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17061297 | 440000222527 | PRINTER LEXMARK CX310DN COLOR MFP | 752723946D4K | 1 | 6/26/2017 | 476.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (476.00) | - |
| S20-10075 | 440000235420 | LENOVO 300E 2ND GEN (TOUCH) | P2060JP9 | 1 | 10/8/2019 | 239.00 | 044D | 1841 | 1/31/2026 | G | 6 | 5 | (239.00) | - |
| S17052152 | 440000219697 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MLAZ | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| 05LL02404 | 440000147497 | Lexmark Refresh Printer-T640n | 7901YCD | 1 | 6/17/2005 | 1,099.66 | 044A | 1841 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 10-02935 | 460000003817 | REPEATER, MOTOROLA XPR8300 | 484TKS0333 | 1 | 12/15/2009 | 2,220.00 | 046A | 1841 | 1/31/2026 | T | 16 | 7 | (2,220.00) | - |
| 05LL02390 | 440000147468 | Lexmark Refresh Printer-T640n | 7902F0C | 1 | 6/17/2005 | 1,099.66 | 044A | 1841 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 05LL02391 | 440000147470 | Lexmark Refresh Printer-T640n | 7902DZ4 | 1 | 6/17/2005 | 1,099.66 | 044A | 1841 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 05LL02393 | 440000147475 | Lexmark Refresh Printer-T640n | 7902F0T | 1 | 6/17/2005 | 1,099.66 | 044A | 1841 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 09-07959 | 440000036879 | PRINTER, LEXMARK T640N B/W LAZER | 792V947 | 1 | 11/19/2008 | 1,148.00 | 044A | 1841 | 1/31/2026 | T | 17 | 5 | (1,148.00) | - |
| 05-45169 | 110000001071 | ACTIVEBOARD 75" | 4497762003 | 1 | 1/31/2005 | 1,793.30 | 011A | 1841 | 1/31/2026 | T | 21 | 7 | (1,793.30) | - |
| 05-84587 | 110000002011 | BOARD, PROMETHEAN PRO ACTIV78 | 5098842186 | 1 | 5/9/2005 | 1,793.30 | 011A | 1841 | 1/31/2026 | T | 21 | 7 | (1,793.30) | - |
| 05LL02389 | 440000147466 | Lexmark Refresh Printer-T640n | 7902DML | 1 | 6/17/2005 | 1,099.66 | 044A | 1841 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 07-08215 | 110000000090 | Promethean Board | 0638120017 | 1 | 2/2/2007 | 1,477.00 | 011A | 1841 | 1/31/2026 | T | 19 | 7 | (1,477.00) | - |
| 07-34469 | 110000000206 | ACTIVBOARD PRO 78 | 0712299081 | 1 | 6/25/2007 | 1,277.00 | 011A | 1841 | 1/31/2026 | T | 19 | 7 | (1,277.00) | - |
| 09-00881 | 440000031367 | DELL WS3400 W/20" FLAT PANEL | 58QQGG1 | 1 | 7/21/2008 | 1,506.00 | 044A | 1841 | 1/31/2026 | T | 18 | 5 | (1,506.00) | - |
| 10-03531 | 440000047761 | APPLE IMAC INTEL W/20" FLAT PANEL /COMBO | H000423T9TH | 1 | 2/5/2010 | 1,134.00 | 044A | 1841 | 1/31/2026 | T | 16 | 5 | (1,134.00) | - |
| 11-00082 | 440000051203 | PRINTER, LEXMARK T652DN B/W DUPLEX LASER | 7944Z0T | 1 | 7/19/2010 | 1,248.00 | 044A | 1841 | 1/31/2026 | T | 16 | 5 | (1,248.00) | - |
| 16-03428 | 440000102166 | SERVER, POWEREDGE R220 | 9V2P382 | 1 | 3/31/2016 | 1,868.33 | 044A | 1841 | 1/31/2026 | T | 10 | 5 | (1,868.33) | - |
| 21-29937 | 440000282080 | ThinkPad L14 Gen1 20U2S0NE00 | PF1TBBCP | 1 | 10/1/2020 | 503.50 | 044A | 1841 | 1/31/2026 | G | 5 | 5 | (503.50) | - |
| 21-31365 | 440000283508 | ThinkPad L14 Gen1 20U2S0NE00 | PF1VCLT8 | 1 | 10/1/2020 | 503.50 | 044A | 1841 | 1/31/2026 | G | 5 | 5 | (503.50) | - |
| 93-32428 | 460000004880 | LAMINATOR GBC TBLTP 25" #4250LM | EB07161 | 1 | 4/3/1992 | 1,195.00 | 046A | 1841 | 1/31/2026 | G | 34 | 7 | (1,195.00) | - |
| A10-81792 | 110000007722 | BOARD, PROMETHEAN | C1002010535 | 1 | 3/10/2010 | 1,039.00 | 011A | 1841 | 1/31/2026 | T | 16 | 7 | (1,039.00) | - |
| A10-81795 | 110000007725 | BOARD, PROMETHEAN | C1004210129 | 1 | 3/10/2010 | 1,039.00 | 011A | 1841 | 1/31/2026 | T | 16 | 7 | (1,039.00) | - |
| R01-10798 | 460000004029 | LAMINATOR , 25" TABLE TOP 1" CORE | MFM6098 | 1 | 11/7/2000 | 1,295.00 | 046A | 1841 | 1/31/2026 | T | 25 | 7 | (1,295.00) | - |
| S17022968 | 440000193957 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PJH | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17022972 | 440000193961 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PWR | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17022982 | 440000193971 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PRX | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17022986 | 440000193975 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PLE | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17022992 | 440000193981 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PM7 | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17022996 | 440000193985 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD016PJ0 | 1 | 12/22/2016 | 264.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17023021 | 440000194010 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144596 | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023029 | 440000194018 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP14457M | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023030 | 440000194019 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144586 | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S17023031 | 440000194020 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144DTY | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023033 | 440000194022 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144FJZ | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023034 | 440000194023 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144583 | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023044 | 440000194033 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144DTP | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17023057 | 440000194046 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP144DU1 | 1 | 12/22/2016 | 899.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17052155 | 440000219700 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKQA | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052161 | 440000219706 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MLLF | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052177 | 440000219722 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKXD | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052182 | 440000219727 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKV0 | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052193 | 440000219738 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MLUR | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052196 | 440000219741 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MLTT | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052205 | 440000219750 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MLVC | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052209 | 440000219754 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01ML85 | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052232 | 440000219777 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MM0H | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052233 | 440000219778 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MM3R | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052241 | 440000219786 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MLAT | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052261 | 440000219806 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01ML3K | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052265 | 440000219810 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01ML3J | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052283 | 440000219828 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MLVZ | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052294 | 440000219839 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKAA | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052299 | 440000219844 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKA3 | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052300 | 440000219845 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MLX8 | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052302 | 440000219847 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MLXL | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052323 | 440000219868 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01ML3A | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052326 | 440000219871 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKGY | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052340 | 440000219885 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD06T44E | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S17052345 | 440000219890 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01MKXV | 1 | 4/3/2017 | 239.00 | 044D | 1841 | 1/31/2026 | G | 9 | 5 | (239.00) | - |
| S19-05843 | 440000231916 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD0510FF | 1 | 11/9/2018 | 239.00 | 044D | 1841 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S19-05849 | 440000231922 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD050Z7K | 1 | 11/9/2018 | 239.00 | 044D | 1841 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S19-05850 | 440000231923 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD050ZL0 | 1 | 11/9/2018 | 239.00 | 044D | 1841 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S19-05859 | 440000231932 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD050YEN | 1 | 11/9/2018 | 239.00 | 044D | 1841 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S19-05861 | 440000231934 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD050Z1L | 1 | 11/9/2018 | 239.00 | 044D | 1841 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S19-05867 | 440000231940 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD0510EY | 1 | 11/9/2018 | 239.00 | 044D | 1841 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S19-05870 | 440000231943 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD050ZBT | 1 | 11/9/2018 | 239.00 | 044D | 1841 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S19-05873 | 440000231946 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD050ZE3 | 1 | 11/9/2018 | 239.00 | 044D | 1841 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S20-10071 | 440000235416 | LENOVO 300E 2ND GEN (TOUCH) | P2060JJQ | 1 | 10/8/2019 | 239.00 | 044D | 1841 | 1/31/2026 | G | 6 | 5 | (239.00) | - |
| S20-10072 | 440000235417 | LENOVO 300E 2ND GEN (TOUCH) | P2060JKC | 1 | 10/8/2019 | 239.00 | 044D | 1841 | 1/31/2026 | G | 6 | 5 | (239.00) | - |
| S20-10078 | 440000235423 | LENOVO 300E 2ND GEN (TOUCH) | P206JZN6 | 1 | 10/8/2019 | 239.00 | 044D | 1841 | 1/31/2026 | G | 6 | 5 | (239.00) | - |
| S20-10087 | 440000235432 | LENOVO 300E 2ND GEN (TOUCH) | P206JZQM | 1 | 10/8/2019 | 239.00 | 044D | 1841 | 1/31/2026 | G | 6 | 5 | (239.00) | - |
| R13-80334 | 440000062575 | Printer, Lexmark MFP X652DE | 79G60X5 | 1 | 12/10/2012 | 1,799.00 | 044A | 9811 | 1/31/2026 | T | 13 | 5 | (1,799.00) | - |
| 05-54124 | 440000034093 | PRINTER, LEXMARK T630N B/W LASER 2 DRAWERS | 992CLBM | 1 | 5/27/2005 | 1,394.00 | 044A | 9811 | 1/31/2026 | T | 21 | 5 | (1,394.00) | - |
| R13-80343 | 440000062588 | Printer, Lexmark T652DN B/W Duplex w/2 Draw | 795HFL5 | 1 | 12/10/2012 | 1,423.50 | 044A | 9811 | 1/31/2026 | T | 13 | 5 | (1,423.50) | - |
| 07-14041 | 440000008645 | PRINTER, LEXMARK X646E | 79137LZ | 1 | 6/11/2007 | 5,542.00 | 044A | 9811 | 1/31/2026 | T | 19 | 5 | (5,542.00) | - |
| R09-83700 | 130000005452 | Slicer, Hobart 2712 | 56-1278-286 | 1 | 7/23/2008 | 4,379.00 | 013A | 0101 | 1/31/2026 | G | 18 | 7 | (4,379.00) | - |
| 06-01914 | 130000000923 | Slicer, Hobart 2712 | 561212574 | 1 | 8/10/2005 | 3,645.00 | 013A | 0151 | 1/31/2026 | T | 20 | 7 | (3,645.00) | - |
| 99-90988 | 130000003459 | Slicer, Hobart 1712E | 561-007-944 | 1 | 1/1/1999 | 2,600.00 | 013A | 0161 | 1/31/2026 | G | 27 | 7 | (2,600.00) | - |
| 99-90326 | 130000003438 | Slicer, Hobart 1712E | 561-057-585 | 1 | 1/1/1999 | 2,600.00 | 013A | 0191 | 1/31/2026 | G | 27 | 7 | (2,600.00) | - |
| R04-86119 | 130000001364 | Slicer, Hobart 2712 | 561-204-310 | 1 | 12/31/2003 | 4,152.00 | 013A | 0501 | 1/31/2026 | T | 22 | 7 | (4,152.00) | - |
| 05-50188 | 130000000807 | Slicer, Hobart 2712 | 561-209-805 | 1 | 4/18/2005 | 3,645.00 | 013A | 0371 | 1/31/2026 | T | 21 | 7 | (3,645.00) | - |
| R05-30084 | 130000001378 | Slicer, Hobart 2712 | 561-196-843 | 1 | 9/14/2004 | 4,152.00 | 013A | 0611 | 1/31/2026 | T | 21 | 7 | (4,152.00) | - |
| R99-91131 | 130000005822 | Slicer, Hobart 2712 | 561-117-215 | 1 | 1/1/1999 | 2,600.00 | 013A | 0631 | 1/31/2026 | G | 27 | 7 | (2,600.00) | - |
| R02-83531 | 130000003944 | Slicer, Hobart 2712 | 561-155-512 | 1 | 6/30/2002 | 3,539.00 | 013A | 0641 | 1/31/2026 | G | 24 | 7 | (3,539.00) | - |
| R09-83747 | 130000005552 | Slicer, Hobart 2712 | 56-1290-847 | 1 | 1/7/2009 | 4,152.50 | 013A | 0761 | 1/31/2026 | G | 17 | 7 | (4,152.50) | - |
| 06-00467 | 130000000908 | Slicer, Hobart 2712 | 56-1213-887 | 1 | 7/15/2005 | 3,645.00 | 013A | 0701 | 1/31/2026 | T | 21 | 7 | (3,645.00) | - |
| R01-81444 | 130000005698 | Slicer, Hobart 2712 | 561-127-830 | 1 | 10/9/2000 | 3,539.00 | 013A | 0941 | 1/31/2026 | G | 25 | 7 | (3,539.00) | - |
| R07-84377 | 130000006203 | Slicer, Hobart 2712 | 56-1248-592 | 1 | 4/9/2007 | 3,645.00 | 013A | 0951 | 1/31/2026 | G | 19 | 7 | (3,645.00) | - |
| 94-11654 | 130000002969 | Slicer, Hobart 1712E | 56-927-630 | 1 | 1/1/1994 | 2,600.00 | 013A | 1271 | 1/31/2026 | G | 32 | 7 | (2,600.00) | - |
| R91-90018 | 130000007639 | Slicer, Hobart 1712E | 56-905-339 | 1 | 9/28/1990 | 2,307.00 | 013A | 1282 | 1/31/2026 | G | 35 | 7 | (2,307.00) | - |
| R10-82477 | 130000006411 | Freezer, Victory FS-2D-S7, 2-door | N0980937 | 1 | 5/5/2010 | 6,586.66 | 013A | 1451 | 1/31/2026 | G | 16 | 7 | (6,586.66) | - |
| 05-53065 | 130000000855 | Slicer, Hobart 2712 | 56-1211-337 | 1 | 5/9/2005 | 3,645.00 | 013A | 0881 | 1/31/2026 | T | 21 | 7 | (3,645.00) | - |
| R03-84481 | 130000004105 | Slicer, Hobart 2712 | 561-180-087 | 1 | 6/30/2003 | 4,152.50 | 013A | 1611 | 1/31/2026 | T | 23 | 7 | (4,152.50) | - |
| 07-02400 | 130000001116 | Slicer, Hobart 2712 | 56-1238-139 | 1 | 9/1/2006 | 3,645.00 | 013A | 1791 | 1/31/2026 | T | 19 | 7 | (3,645.00) | - |
| R10-82380 | 130000005421 | Slicer, Hobart 2712 | 56-1309-595 | 1 | 6/1/2010 | 4,152.00 | 013A | 2041 | 1/31/2026 | G | 16 | 7 | (4,152.00) | - |
| R95-90032 | 130000001572 | Slicer, Hobart 1712E | 561-035-551 | 1 | 2/3/1995 | 2,878.00 | 013A | 1811 | 1/31/2026 | T | 31 | 7 | (2,878.00) | - |
| 13-00875 | 130000001593 | Slicer, Berkel X13AE | 37-1007-340 | 1 | 8/24/2012 | 3,808.35 | 013A | 2351 | 1/31/2026 | T | 13 | 7 | (3,808.35) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 03-06192 | 130000000230 | Slicer, Globe 3850 | 386609 | 1 | 9/11/2002 | 2,846.00 | 013A | 2671 | 1/31/2026 | T | 23 | 7 | (2,846.00) | - |
| R10-82512 | 130000006572 | Slicer, Hobart 2712 | 56-1301-986 | 1 | 8/28/2009 | 4,152.00 | 013A | 2831 | 1/31/2026 | G | 16 | 7 | (4,152.00) | - |
| 92-22855 | 130000002874 | Kettle, Groen EE-40 | 22613 | 1 | 1/1/1992 | 3,519.00 | 013A | 3001 | 1/31/2026 | G | 34 | 7 | (3,519.00) | - |
| 94-20554 | 130000003003 | Slicer, Hobart 1712E | 561-007-902 | 1 | 1/1/1994 | 2,621.00 | 013A | 3191 | 1/31/2026 | G | 32 | 7 | (2,621.00) | - |
| 95-27278 | 130000003090 | Slicer, Hobart 1712E | 561-039-280 | 1 | 1/1/1995 | 2,600.00 | 013A | 3291 | 1/31/2026 | G | 31 | 7 | (2,600.00) | - |
| R95-90040 | 130000003754 | Kettle, Groen EE-40 | 41606 | 1 | 12/31/1994 | 5,200.00 | 013A | 3461 | 1/31/2026 | G | 31 | 7 | (5,200.00) | - |
| R05-87223 | 130000005645 | Slicer, Hobart 2712 | 561-169-250 | 1 | 1/14/2005 | 4,152.50 | 013A | 3701 | 1/31/2026 | G | 21 | 7 | (4,152.50) | - |
| R07-84326 | 130000005667 | Steamer, Groen HY-6E | J65805-1-1 | 1 | 2/26/2007 | 10,157.00 | 013A | 3751 | 1/31/2026 | G | 19 | 7 | (10,157.00) | - |
| 07-11868 | 060000000021 | AC SPOT COOLER | 0905-2191-140 | 1 | 5/2/2007 | 2,820.00 | 006A | 9630 | 1/31/2026 | T | 19 | 15 | (2,820.00) | - |
| 07-11869 | 060000000022 | AC SPOT COOLER | 0905-2203-140 | 1 | 5/2/2007 | 2,820.00 | 006A | 9630 | 1/31/2026 | T | 19 | 15 | (2,820.00) | - |
| 07-11872 | 060000000025 | AC SPOT COOLER | 0905-2202-140 | 1 | 5/2/2007 | 2,820.00 | 006A | 9630 | 1/31/2026 | T | 19 | 15 | (2,820.00) | - |
| 07-11874 | 060000000027 | AC SPOT COOLER | 0905-2188-140 | 1 | 5/2/2007 | 2,820.00 | 006A | 9630 | 1/31/2026 | T | 19 | 15 | (2,820.00) | - |
| 07-11877 | 060000000030 | AC SPOT COOLER | 0905-2047-140 | 1 | 5/2/2007 | 2,820.00 | 006A | 9630 | 1/31/2026 | T | 19 | 15 | (2,820.00) | - |
| 07-11898 | 060000000051 | AC SPOT COOLER | 0905-2211-140 | 1 | 5/2/2007 | 2,820.00 | 006A | 9630 | 1/31/2026 | T | 19 | 15 | (2,820.00) | - |
| 14-03876 | 090000000462 | GOLF CART YEAR 2010 E-Z-GO | 2695990 | 1 | 2/4/2014 | 3,354.00 | 009A | 0171 | 1/31/2026 | T | 12 | 10 | (3,354.00) | - |
| 16-01460 | 090000000487 | PRE-OWNED ELECTRIC VEHICLE | 2786832 | 1 | 10/16/2015 | 4,861.97 | 009A | 0171 | 1/31/2026 | T | 10 | 10 | (4,861.97) | - |
| 03-22174 | 560000000338 | PROJECTOR, POWERLITE EPON 730C | EE20340197C | 1 | 5/27/2003 | 2,421.00 | 056A | 2891 | 1/31/2026 | T | 23 | 6 | (2,421.00) | - |
| 10-81134 | 110000004036 | BOARD, PROMETHEAN | C1001190484 | 1 | 5/10/2010 | 1,039.00 | 011A | 2801 | 1/31/2026 | T | 16 | 7 | (1,039.00) | - |
| 13-02051 | 110000005779 | ST230i SMART Table Interactive Lng Tble | ST230I-M2-005772 | 1 | 11/28/2012 | 4,800.00 | 011A | 2801 | 1/31/2026 | T | 13 | 7 | (4,800.00) | - |
| A07-82398 | 200000001779 | KIT; 5-50LB GP URETHANE | 10020 | 1 | 6/18/2007 | 1,295.00 | 020A | 3011 | 1/31/2026 | G | 19 | 10 | (1,295.00) | - |
| A07-82399 | 200000001780 | KIT; 50-100LB GP URETHANE | 10021 | 1 | 6/18/2007 | 2,995.00 | 020A | 3011 | 1/31/2026 | G | 19 | 10 | (2,995.00) | - |
| 997103724 | 190000001450 | 2007 CHEROLET VAN/WHITE | 1GBJG31U471183060 | 1 | 5/1/2007 | 23,707.00 | 019A | 9610 | 1/31/2026 | T | 19 | 10 | (23,707.00) | - |
| 15-02002 | 440000089137 | LENOVO THINKPAD W540 | R901NVCZ | 1 | 9/30/2014 | 1,287.00 | 044A | 0481 | 1/31/2026 | T | 11 | 5 | (1,287.00) | - |
| 16-00235 | 440000097055 | LENOVO THINKPAD YOGA I5 | MP08D73A | 1 | 7/23/2015 | 1,275.50 | 044A | 0481 | 1/31/2026 | T | 11 | 5 | (1,275.50) | - |
| 15-05323 | 440000094994 | LENOVO THINKPAD YOGA I3 | MP07E0R5 | 1 | 6/2/2015 | 1,106.50 | 044A | 0481 | 1/31/2026 | T | 11 | 5 | (1,106.50) | - |
| 15-05306 | 440000094961 | LENOVO THINKPAD YOGA I3 | MP07DPTB | 1 | 6/2/2015 | 1,106.50 | 044A | 0481 | 1/31/2026 | T | 11 | 5 | (1,106.50) | - |
| 15-05324 | 440000094996 | LENOVO THINKPAD YOGA I3 | MP07DPQK | 1 | 6/2/2015 | 1,106.50 | 044A | 0481 | 1/31/2026 | T | 11 | 5 | (1,106.50) | - |
| 15-05322 | 440000094992 | LENOVO THINKPAD YOGA I3 | MP07DZ99 | 1 | 6/2/2015 | 1,106.50 | 044A | 0481 | 1/31/2026 | T | 11 | 5 | (1,106.50) | - |
| 15-05297 | 440000094942 | LENOVO THINKPAD YOGA I3 | MP07E0U2 | 1 | 6/2/2015 | 1,106.50 | 044A | 0481 | 1/31/2026 | T | 11 | 5 | (1,106.50) | - |
| 15-05308 | 440000094965 | LENOVO THINKPAD YOGA I3 | MP07DPT3 | 1 | 6/2/2015 | 1,106.50 | 044A | 0481 | 1/31/2026 | T | 11 | 5 | (1,106.50) | - |
| 15-05310 | 440000094969 | LENOVO THINKPAD YOGA I3 | MP07E2AD | 1 | 6/2/2015 | 1,106.50 | 044A | 0481 | 1/31/2026 | T | 11 | 5 | (1,106.50) | - |
| 15-05301 | 440000094951 | LENOVO THINKPAD YOGA I3 | MP07DPQ5 | 1 | 6/2/2015 | 1,106.50 | 044A | 0481 | 1/31/2026 | T | 11 | 5 | (1,106.50) | - |
| 15-05313 | 440000094975 | LENOVO THINKPAD YOGA I3 | MP07E4S5 | 1 | 6/2/2015 | 1,106.50 | 044A | 0481 | 1/31/2026 | T | 11 | 5 | (1,106.50) | - |
| 12-80481 | 440000063958 | Dell Latitude E6420 Computer | FDTL4R1 | 1 | 12/7/2011 | 1,165.13 | 044A | 0481 | 1/31/2026 | T | 14 | 5 | (1,165.13) | - |
| 13-02584 | 440000067807 | DELL E6530 W/DVD±RW 15.6 DISPLAY | 88YKKV1 | 1 | 1/18/2013 | 1,300.90 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,300.90) | - |
| 12-80460 | 440000063920 | Dell Latitude E6420 Computer | 55VL4R1 | 1 | 12/7/2011 | 1,165.13 | 044A | 0481 | 1/31/2026 | T | 14 | 5 | (1,165.13) | - |
| 12-80483 | 440000063960 | Dell Latitude E6420 Computer | HLSL4R1 | 1 | 12/7/2011 | 1,165.13 | 044A | 0481 | 1/31/2026 | T | 14 | 5 | (1,165.13) | - |
| 12-80482 | 440000063959 | Dell Latitude E6420 Computer | GBVL4R1 | 1 | 12/7/2011 | 1,165.13 | 044A | 0481 | 1/31/2026 | T | 14 | 5 | (1,165.13) | - |
| 12-80474 | 440000063947 | Dell Latitude E6420 Computer | CKSL4R1 | 1 | 12/7/2011 | 1,165.13 | 044A | 0481 | 1/31/2026 | T | 14 | 5 | (1,165.13) | - |
| 12-80473 | 440000063945 | Dell Latitude E6420 Computer | 6TTL4R1 | 1 | 12/7/2011 | 1,165.13 | 044A | 0481 | 1/31/2026 | T | 14 | 5 | (1,165.13) | - |
| 13-02583 | 440000067805 | DELL E6530 W/DVD±RW 15.6 DISPLAY | 2ZXKKV1 | 1 | 1/18/2013 | 1,300.90 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,300.90) | - |
| 14-00613 | 440000075100 | APPLE MACBOOK PRO 13" 25GHZ 13" DISPLY | CPWKK57XDTY3 | 1 | 8/14/2013 | 1,511.00 | 044A | 0481 | 1/31/2026 | T | 12 | 5 | (1,511.00) | - |
| 13-02595 | 440000067827 | MACBOOK PRO 13 | C1MJD799DTY3 | 1 | 1/18/2013 | 1,511.75 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,511.75) | - |
| 14-00612 | 440000075098 | APPLE MACBOOK PRO 13" 25GHZ 13" DISPLY | CPWKK57CDTY3 | 1 | 8/14/2013 | 1,511.00 | 044A | 0481 | 1/31/2026 | T | 12 | 5 | (1,511.00) | - |
| 14-00614 | 440000075102 | APPLE MACBOOK PRO 13-INCH 25GHZ 13-INCH DISPLY | CPWKK581DTY3 | 1 | 8/14/2013 | 1,511.00 | 044A | 0481 | 1/31/2026 | T | 12 | 5 | (1,511.00) | - |
| 14-00616 | 440000075106 | APPLE MACBOOK PRO 13" 25GHZ 13" DISPLY | CPWKK5WFDTY3 | 1 | 8/14/2013 | 1,511.00 | 044A | 0481 | 1/31/2026 | T | 12 | 5 | (1,511.00) | - |
| 14-00615 | 440000075104 | APPLE MACBOOK PRO 13" 25GHZ 13" DISPLY | CPWKK585DTY3 | 1 | 8/14/2013 | 1,511.00 | 044A | 0481 | 1/31/2026 | T | 12 | 5 | (1,511.00) | - |
| 15-05315 | 440000094979 | LENOVO THINKPAD YOGA I3 | MP07E4R6 | 1 | 6/2/2015 | 1,106.50 | 044A | 0481 | 1/31/2026 | T | 11 | 5 | (1,106.50) | - |
| 15-02003 | 440000089138 | LENOVO THINKPAD W540 | R9029ADT | 1 | 9/30/2014 | 1,287.00 | 044A | 0481 | 1/31/2026 | T | 11 | 5 | (1,287.00) | - |
| 15-05392 | 440000095082 | LENOVO THINKPAD W540 | R90FPHAD | 1 | 6/2/2015 | 1,284.00 | 044A | 0481 | 1/31/2026 | T | 11 | 5 | (1,284.00) | - |
| 05LL00698 | 440000143962 | Lexmark Refresh Printer-T640n | 7901GV9 | 1 | 6/17/2005 | 1,099.66 | 044A | 0481 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 05LL00686 | 440000143934 | Lexmark Refresh Printer-T640n | 79020FC | 1 | 6/17/2005 | 1,099.66 | 044A | 0481 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 05LL00679 | 440000143917 | Lexmark Refresh Printer-T640n | 790222P | 1 | 6/17/2005 | 1,099.66 | 044A | 0481 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 07-03026 | 440000049828 | PRINTER, LEXMARK T640N B/W LASER | 790H275 | 1 | 9/22/2006 | 1,198.00 | 044A | 0481 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |
| 07-03025 | 440000049826 | PRINTER, LEXMARK T640N B/W LASER | 790H2B0 | 1 | 9/22/2006 | 1,198.00 | 044A | 0481 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |
| 05-55410 | 440000034780 | PRINTER, LEXMARK C762N COLOR LASER | 940HHT7 | 1 | 6/30/2005 | 3,092.00 | 044A | 0481 | 1/31/2026 | T | 21 | 5 | (3,092.00) | - |
| 03-20717 | 440000006510 | PRINTER, LEXMARK T520N | 9910BWX | 1 | 5/27/2003 | 1,208.00 | 044A | 0481 | 1/31/2026 | T | 23 | 5 | (1,208.00) | - |
| 03-21995 | 440000006949 | PRINTER, LEXMARK T630N | 9911FPT | 1 | 6/19/2003 | 1,208.00 | 044A | 0481 | 1/31/2026 | T | 23 | 5 | (1,208.00) | - |
| 04-20144 | 440000013277 | PRINTER, LEXMARK T630N B/W LASER | 991K5KC | 1 | 6/17/2004 | 1,208.00 | 044A | 0481 | 1/31/2026 | T | 22 | 5 | (1,208.00) | - |
| 04-20146 | 440000013281 | PRINTER, LEXMARK T630N B/W LASER | 991K5KH | 1 | 6/17/2004 | 1,208.00 | 044A | 0481 | 1/31/2026 | T | 22 | 5 | (1,208.00) | - |
| 05-37724 | 440000024219 | PRINTER, LEXMARK T630N B/W LASER | 99216HP | 1 | 11/8/2004 | 1,208.00 | 044A | 0481 | 1/31/2026 | T | 21 | 5 | (1,208.00) | - |
| 05-55401 | 440000034764 | PRINTER, LEXMARK T630N B/W LASER | 9923K6T | 1 | 6/30/2005 | 1,394.00 | 044A | 0481 | 1/31/2026 | T | 21 | 5 | (1,394.00) | - |
| 05-55407 | 440000034774 | PRINTER, LEXMARK T630N B/W LASER | 9923L7V | 1 | 6/30/2005 | 1,394.00 | 044A | 0481 | 1/31/2026 | T | 21 | 5 | (1,394.00) | - |
| 05-55404 | 440000034770 | PRINTER, LEXMARK T630N B/W LASER | 9923L80 | 1 | 6/30/2005 | 1,394.00 | 044A | 0481 | 1/31/2026 | T | 21 | 5 | (1,394.00) | - |
| 05-55403 | 440000034768 | PRINTER, LEXMARK T630N B/W LASER | 99297GX | 1 | 6/30/2005 | 1,394.00 | 044A | 0481 | 1/31/2026 | T | 21 | 5 | (1,394.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 13-01442 | 440000065870 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS25V1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 13-01453 | 440000065892 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS3WR1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 13-01446 | 440000065878 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS48V1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 13-01464 | 440000065914 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS22R1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 13-02593 | 440000067823 | DELL OPTIPLEX 7010 W/24 FLAT PANEL | 79HKVV1 | 1 | 1/18/2013 | 1,098.51 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,098.51) | - |
| 13-01449 | 440000065884 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS1YR1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 13-01460 | 440000065906 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS36V1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 13-01445 | 440000065876 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS3PS1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 13-02589 | 440000067815 | DELL OPTIPLEX 7010 W/24 FLAT PANEL | 79DLVV1 | 1 | 1/18/2013 | 1,098.51 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,098.51) | - |
| 13-02592 | 440000067821 | DELL OPTIPLEX 7010 W/24 FLAT PANEL | 79GKVV1 | 1 | 1/18/2013 | 1,098.51 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,098.51) | - |
| 11-04464 | 440000054546 | DELL OPTIPLEX 780 W/24 FLAT PANEL | HHC7GQ1 | 1 | 6/16/2011 | 1,307.38 | 044A | 0481 | 1/31/2026 | T | 15 | 5 | (1,307.38) | - |
| 07-09858 | 440000005158 | DELL DESKTOP P4 TOWER 19" FLAT PANEL/DVD+RW | F1YTFC1 | 1 | 3/2/2007 | 1,167.00 | 044A | 0481 | 1/31/2026 | T | 19 | 5 | (1,167.00) | - |
| 07-09857 | 440000005155 | DELL DESKTOP P4 TOWER 19" FLAT PANEL/DVD+RW | 51YTFC1 | 1 | 3/2/2007 | 1,167.00 | 044A | 0481 | 1/31/2026 | T | 19 | 5 | (1,167.00) | - |
| 11-04468 | 440000054550 | DELL OPTIPLEX 780 W/24 FLAT PANEL | HH98GQ1 | 1 | 6/16/2011 | 1,307.38 | 044A | 0481 | 1/31/2026 | T | 15 | 5 | (1,307.38) | - |
| 13-02590 | 440000067817 | DELL OPTIPLEX 7010 W/24 FLAT PANEL | 79HLVV1 | 1 | 1/18/2013 | 1,098.51 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,098.51) | - |
| 13-01457 | 440000065900 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS20R1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 07-09848 | 440000005133 | DELL DESKTOP P4 TOWER 19" FLAT PANEL/DVD+RW | 82YTFC1 | 1 | 3/2/2007 | 1,167.00 | 044A | 0481 | 1/31/2026 | T | 19 | 5 | (1,167.00) | - |
| 13-01451 | 440000065888 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS2WR1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 07-09846 | 440000005131 | DELL DESKTOP P4 TOWER 19" FLAT PANEL/DVD+RW | 5MFVFC1 | 1 | 3/2/2007 | 1,167.00 | 044A | 0481 | 1/31/2026 | T | 19 | 5 | (1,167.00) | - |
| 13-02587 | 440000067811 | DELL OPTIPLEX 7010 W/24 FLAT PANEL | 79CNVV1 | 1 | 1/18/2013 | 1,098.51 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,098.51) | - |
| 11-04466 | 440000054548 | DELL OPTIPLEX 780 W/24 FLAT PANEL | HH86GQ1 | 1 | 6/16/2011 | 1,307.38 | 044A | 0481 | 1/31/2026 | T | 15 | 5 | (1,307.38) | - |
| 07-09853 | 440000005145 | DELL DESKTOP P4 TOWER 19" FLAT PANEL/DVD+RW | 90YTFC1 | 1 | 3/2/2007 | 1,167.00 | 044A | 0481 | 1/31/2026 | T | 19 | 5 | (1,167.00) | - |
| 07-09847 | 440000005132 | DELL DESKTOP P4 TOWER 19" FLAT PANEL/DVD+RW | D1YTFC1 | 1 | 3/2/2007 | 1,167.00 | 044A | 0481 | 1/31/2026 | T | 19 | 5 | (1,167.00) | - |
| 11-04472 | 440000054554 | DELL OPTIPLEX 780 W/24 FLAT PANEL | HH79GQ1 | 1 | 6/16/2011 | 1,307.38 | 044A | 0481 | 1/31/2026 | T | 15 | 5 | (1,307.38) | - |
| 11-04476 | 440000054558 | DELL OPTIPLEX 780 W/24 FLAT PANEL | HHB7GQ1 | 1 | 6/16/2011 | 1,307.38 | 044A | 0481 | 1/31/2026 | T | 15 | 5 | (1,307.38) | - |
| 07-82864 | 440000012810 | COMPUTER, DELL OPTIPLEX 745 | 2NFVFC1 | 1 | 3/2/2007 | 1,167.00 | 044A | 0481 | 1/31/2026 | T | 19 | 5 | (1,167.00) | - |
| 05-80931 | 440000035867 | COMPUTER OPTI GX270 | FG7D851 | 1 | 9/7/2004 | 1,619.00 | 044A | 0481 | 1/31/2026 | T | 21 | 5 | (1,619.00) | - |
| 11-04452 | 440000054534 | DELL OPTIPLEX 780 W/24 FLAT PANEL | HH7BGQ1 | 1 | 6/16/2011 | 1,307.38 | 044A | 0481 | 1/31/2026 | T | 15 | 5 | (1,307.38) | - |
| 07-09830 | 440000005110 | DELL DESKTOP P4 TOWER 19" FLAT PANEL/DVD+RW | 3QFVFC1 | 1 | 3/2/2007 | 1,167.00 | 044A | 0481 | 1/31/2026 | T | 19 | 5 | (1,167.00) | - |
| 11-04471 | 440000054553 | DELL OPTIPLEX 780 W/24 FLAT PANEL | HHC8GQ1 | 1 | 6/16/2011 | 1,307.38 | 044A | 0481 | 1/31/2026 | T | 15 | 5 | (1,307.38) | - |
| 11-04454 | 440000054536 | DELL OPTIPLEX 780 W/24 FLAT PANEL | HH96GQ1 | 1 | 6/16/2011 | 1,307.38 | 044A | 0481 | 1/31/2026 | T | 15 | 5 | (1,307.38) | - |
| 11-04460 | 440000054542 | DELL OPTIPLEX 780 W/24 FLAT PANEL | HH89GQ1 | 1 | 6/16/2011 | 1,307.38 | 044A | 0481 | 1/31/2026 | T | 15 | 5 | (1,307.38) | - |
| 11-04477 | 440000054559 | DELL OPTIPLEX 780 W/24 FLAT PANEL | HHBCGQ1 | 1 | 6/16/2011 | 1,307.38 | 044A | 0481 | 1/31/2026 | T | 15 | 5 | (1,307.38) | - |
| 11-04478 | 440000054560 | DELL OPTIPLEX 780 W/24 FLAT PANEL | HH77GQ1 | 1 | 6/16/2011 | 1,307.38 | 044A | 0481 | 1/31/2026 | T | 15 | 5 | (1,307.38) | - |
| 08-03677 | 440000016950 | DELL DESKTOP 745 W/17"FLAT PANEL/DVD-RW | BWQKJD1 | 1 | 10/8/2007 | 1,068.00 | 044A | 0481 | 1/31/2026 | T | 18 | 5 | (1,068.00) | - |
| 11-04456 | 440000054538 | DELL OPTIPLEX 780 W/24 FLAT PANEL | HHB8GQ1 | 1 | 6/16/2011 | 1,307.38 | 044A | 0481 | 1/31/2026 | T | 15 | 5 | (1,307.38) | - |
| 07-09829 | 440000005107 | DELL DESKTOP P4 TOWER 19" FLAT PANEL/DVD+RW | JMFVFC1 | 1 | 3/2/2007 | 1,167.00 | 044A | 0481 | 1/31/2026 | T | 19 | 5 | (1,167.00) | - |
| 07-09841 | 440000005126 | DELL DESKTOP P4 TOWER 19" FLAT PANEL/DVD+RW | C0YTFC1 | 1 | 3/2/2007 | 1,167.00 | 044A | 0481 | 1/31/2026 | T | 19 | 5 | (1,167.00) | - |
| 07-09819 | 440000005092 | DELL DESKTOP P4 TOWER 19" FLAT PANEL/DVD+RW | B2YTFC1 | 1 | 3/2/2007 | 1,167.00 | 044A | 0481 | 1/31/2026 | T | 19 | 5 | (1,167.00) | - |
| 11-04475 | 440000054557 | DELL OPTIPLEX 780 W/24 FLAT PANEL | HH99GQ1 | 1 | 6/16/2011 | 1,307.38 | 044A | 0481 | 1/31/2026 | T | 15 | 5 | (1,307.38) | - |
| 11-04455 | 440000054537 | DELL OPTIPLEX 780 W/24 FLAT PANEL | HH9BGQ1 | 1 | 6/16/2011 | 1,307.38 | 044A | 0481 | 1/31/2026 | T | 15 | 5 | (1,307.38) | - |
| 11-04453 | 440000054535 | DELL OPTIPLEX 780 W/24 FLAT PANEL | HH88GQ1 | 1 | 6/16/2011 | 1,307.38 | 044A | 0481 | 1/31/2026 | T | 15 | 5 | (1,307.38) | - |
| 11-04457 | 440000054539 | DELL OPTIPLEX 780 W/24 FLAT PANEL | HHC6GQ1 | 1 | 6/16/2011 | 1,307.38 | 044A | 0481 | 1/31/2026 | T | 15 | 5 | (1,307.38) | - |
| 13-01440 | 440000065866 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS1HS1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 13-01455 | 440000065896 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS1JS1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 07-09824 | 440000005097 | DELL DESKTOP P4 TOWER 19" FLAT PANEL/DVD+RW | B1YTFC1 | 1 | 3/2/2007 | 1,167.00 | 044A | 0481 | 1/31/2026 | T | 19 | 5 | (1,167.00) | - |
| 11-04461 | 440000054543 | DELL OPTIPLEX 780 W/24 FLAT PANEL | HH97GQ1 | 1 | 6/16/2011 | 1,307.38 | 044A | 0481 | 1/31/2026 | T | 15 | 5 | (1,307.38) | - |
| 07-09843 | 440000005128 | DELL DESKTOP P4 TOWER 19" FLAT PANEL/DVD+RW | CMFVFC1 | 1 | 3/2/2007 | 1,167.00 | 044A | 0481 | 1/31/2026 | T | 19 | 5 | (1,167.00) | - |
| 13-01463 | 440000065912 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS1PS1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 13-02594 | 440000067825 | DELL OPTIPLEX 7010 W/24 FLAT PANEL | 79FJVV1 | 1 | 1/18/2013 | 1,098.51 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,098.51) | - |
| 08-03656 | 440000016918 | DELL DESKTOP 745 W/17"FLAT PANEL/DVD-RW | 1WQKJD1 | 1 | 10/8/2007 | 1,068.00 | 044A | 0481 | 1/31/2026 | T | 18 | 5 | (1,068.00) | - |
| 13-01469 | 440000065924 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS5JS1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 13-01444 | 440000065874 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS32R1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 13-01452 | 440000065890 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS35V1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 13-01447 | 440000065880 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS6NS1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 13-01450 | 440000065886 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS26V1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 11-04451 | 440000054533 | DELL OPTIPLEX 780 W/24 FLAT PANEL | HH76GQ1 | 1 | 6/16/2011 | 1,307.38 | 044A | 0481 | 1/31/2026 | T | 15 | 5 | (1,307.38) | - |
| 07-09832 | 440000005114 | DELL DESKTOP P4 TOWER 19" FLAT PANEL/DVD+RW | 1QFVFC1 | 1 | 3/2/2007 | 1,167.00 | 044A | 0481 | 1/31/2026 | T | 19 | 5 | (1,167.00) | - |
| 11-04463 | 440000054545 | DELL OPTIPLEX 780 W/24 FLAT PANEL | HHB9GQ1 | 1 | 6/16/2011 | 1,307.38 | 044A | 0481 | 1/31/2026 | T | 15 | 5 | (1,307.38) | - |
| 11-04458 | 440000054540 | DELL OPTIPLEX 780 W/24 FLAT PANEL | HHC9GQ1 | 1 | 6/16/2011 | 1,307.38 | 044A | 0481 | 1/31/2026 | T | 15 | 5 | (1,307.38) | - |
| 13-01441 | 440000065868 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS1WR1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 13-02591 | 440000067819 | DELL OPTIPLEX 7010 W/24 FLAT PANEL | 79FNVV1 | 1 | 1/18/2013 | 1,098.51 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,098.51) | - |
| 13-01461 | 440000065908 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS3YR1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 07-09844 | 440000005129 | DELL DESKTOP P4 TOWER 19" FLAT PANEL/DVD+RW | 9LFVFC1 | 1 | 3/2/2007 | 1,167.00 | 044A | 0481 | 1/31/2026 | T | 19 | 5 | (1,167.00) | - |
| 13-01468 | 440000065922 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS3ZQ1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 13-01448 | 440000065882 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS70R1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 13-01454 | 440000065894 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS4JS1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 13-01462 | 440000065910 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS4XR1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 13-01465 | 440000065916 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS2NS1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 13-02588 | 440000067813 | DELL OPTIPLEX 7010 W/24 FLAT PANEL | 79DJVV1 | 1 | 1/18/2013 | 1,098.51 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,098.51) | - |
| 07-09827 | 440000005103 | DELL DESKTOP P4 TOWER 19" FLAT PANEL/DVD+RW | HPFVFC1 | 1 | 3/2/2007 | 1,167.00 | 044A | 0481 | 1/31/2026 | T | 19 | 5 | (1,167.00) | - |
| 11-04467 | 440000054549 | DELL OPTIPLEX 780 W/24 FLAT PANEL | HH8BGQ1 | 1 | 6/16/2011 | 1,307.38 | 044A | 0481 | 1/31/2026 | T | 15 | 5 | (1,307.38) | - |
| 07-09826 | 440000005101 | DELL DESKTOP P4 TOWER 19" FLAT PANEL/DVD+RW | 31YTFC1 | 1 | 3/2/2007 | 1,167.00 | 044A | 0481 | 1/31/2026 | T | 19 | 5 | (1,167.00) | - |
| 07-09834 | 440000005118 | DELL DESKTOP P4 TOWER 19" FLAT PANEL/DVD+RW | BPFVFC1 | 1 | 3/2/2007 | 1,167.00 | 044A | 0481 | 1/31/2026 | T | 19 | 5 | (1,167.00) | - |
| 13-01466 | 440000065918 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS30R1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 13-01459 | 440000065904 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS2XR1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 13-01443 | 440000065872 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS2TR1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 13-01456 | 440000065898 | DELL OPTIPLEX 790 W/24 FLAT PANEL | JZS1NS1 | 1 | 10/9/2012 | 1,045.74 | 044A | 0481 | 1/31/2026 | T | 13 | 5 | (1,045.74) | - |
| 11-04474 | 440000054556 | DELL OPTIPLEX 780 W/24 FLAT PANEL | HH8CGQ1 | 1 | 6/16/2011 | 1,307.38 | 044A | 0481 | 1/31/2026 | T | 15 | 5 | (1,307.38) | - |
| 07-09833 | 440000005116 | DELL DESKTOP P4 TOWER 19" FLAT PANEL/DVD+RW | 5QFVFC1 | 1 | 3/2/2007 | 1,167.00 | 044A | 0481 | 1/31/2026 | T | 19 | 5 | (1,167.00) | - |
| 07-09852 | 440000005142 | DELL DESKTOP P4 TOWER 19" FLAT PANEL/DVD+RW | 50YTFC1 | 1 | 3/2/2007 | 1,167.00 | 044A | 0481 | 1/31/2026 | T | 19 | 5 | (1,167.00) | - |
| 11-04462 | 440000054544 | DELL OPTIPLEX 780 W/24 FLAT PANEL | HH9CGQ1 | 1 | 6/16/2011 | 1,307.38 | 044A | 0481 | 1/31/2026 | T | 15 | 5 | (1,307.38) | - |
| 11-04469 | 440000054551 | DELL OPTIPLEX 780 W/24 FLAT PANEL | HHB6GQ1 | 1 | 6/16/2011 | 1,307.38 | 044A | 0481 | 1/31/2026 | T | 15 | 5 | (1,307.38) | - |
| 11-04470 | 440000054552 | DELL OPTIPLEX 780 W/24 FLAT PANEL | HHBBGQ1 | 1 | 6/16/2011 | 1,307.38 | 044A | 0481 | 1/31/2026 | T | 15 | 5 | (1,307.38) | - |
| 05-50786 | 440000032392 | PRINTER, LEXMARK T630N B/W LASER | 9925K9B | 1 | 5/3/2005 | 1,208.00 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,208.00) | - |
| 05-47830 | 440000030199 | PRINTER LEXMARK T630N B/W LASER | 9922779 | 1 | 3/14/2005 | 1,205.00 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,205.00) | - |
| 05-47821 | 440000030184 | PRINTER LEXMARK T630N B/W LASER | 9922775 | 1 | 3/14/2005 | 1,205.00 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,205.00) | - |
| 05-47829 | 440000030196 | PRINTER LEXMARK T630N B/W LASER | 992277L | 1 | 3/14/2005 | 1,205.00 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,205.00) | - |
| 05-47827 | 440000030194 | PRINTER LEXMARK T630N B/W LASER | 99224ZF | 1 | 3/14/2005 | 1,205.00 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,205.00) | - |
| 05-47824 | 440000030189 | PRINTER LEXMARK T630N B/W LASER | 99224ZM | 1 | 3/14/2005 | 1,205.00 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,205.00) | - |
| 05-47822 | 440000030185 | PRINTER, LEXMARK T630N B/W LASER | 992277C | 1 | 3/14/2005 | 1,205.00 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,205.00) | - |
| 05-47823 | 440000030187 | PRINTER, LEXMARK T630N B/W LASER | 992277N | 1 | 3/14/2005 | 1,205.00 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,205.00) | - |
| 05-47826 | 440000030192 | PRINTER LEXMARK T630N B/W LASER | 99224ZC | 1 | 3/14/2005 | 1,205.00 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,205.00) | - |
| 05-50783 | 440000032389 | PRINTER, LEXMARK T630N B/W LASER | 9925K9K | 1 | 5/3/2005 | 1,208.00 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,208.00) | - |
| 05-50784 | 440000032390 | PRINTER, LEXMARK T630N B/W LASER | 9925K6C | 1 | 5/3/2005 | 1,208.00 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,208.00) | - |
| 05-47820 | 440000030182 | PRINTER LEXMARK T630N B/W LASER | 99224ZL | 1 | 3/14/2005 | 1,205.00 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,205.00) | - |
| 05-47825 | 440000030191 | PRINTER LEXMARK T630N B/W LASER | 99224ZD | 1 | 3/14/2005 | 1,205.00 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,205.00) | - |
| 05-47817 | 440000030176 | PRINTER LEXMARK T630N B/W LASER | 99224ZK | 1 | 3/14/2005 | 1,205.00 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,205.00) | - |
| 03-21058 | 440000006711 | PRINTER, LEXMARK T630 | 9910BWG | 1 | 6/12/2003 | 1,208.00 | 044A | 3622 | 1/31/2026 | T | 23 | 5 | (1,208.00) | - |
| 05-47818 | 440000030178 | PRINTER LEXMARK T630N B/W LASER | 992277F | 1 | 3/14/2005 | 1,205.00 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,205.00) | - |
| 05-47816 | 440000030174 | PRINTER LEXMARK T630N B/W LASER | 99224ZG | 1 | 3/14/2005 | 1,205.00 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,205.00) | - |
| 05-42392 | 440000027400 | PRINTER LEXMARK T630N B/W LASER | 99216MH | 1 | 1/28/2005 | 1,208.00 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,208.00) | - |
| 05-50785 | 440000032391 | PRINTER, LEXMARK T630N B/W LASER | 9925K9M | 1 | 5/3/2005 | 1,208.00 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,208.00) | - |
| 05-47819 | 440000030181 | PRINTER LEXMARK T630N B/W LASER | 9922777 | 1 | 3/14/2005 | 1,205.00 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,205.00) | - |
| 05-50782 | 440000032388 | PRINTER, LEXMARK T630N B/W LASER | 9925K63 | 1 | 5/3/2005 | 1,208.00 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,208.00) | - |
| 08-06990 | 440000020491 | PRINTER LEXMARK T640N B/W LASER | 7918GWZ | 1 | 12/20/2007 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 18 | 5 | (1,198.00) | - |
| 07-04314 | 440000050668 | LEXMARK T640N PRINTER | 790PZNV | 1 | 11/9/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |
| 07-04312 | 440000050664 | LEXMARK T640N PRINTER | 790PZZ7 | 1 | 11/9/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |
| 07-04322 | 440000050684 | LEXMARK T640N PRINTER | 790PZTN | 1 | 11/9/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |
| 07-04320 | 440000050680 | LEXMARK T640N PRINTER | 790PZZK | 1 | 11/9/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |
| 07-00101 | 440000047924 | PRINTER, LEXMARK T640N B/W LASER | 7909XB4 | 1 | 7/26/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 20 | 5 | (1,198.00) | - |
| 08-06991 | 440000020493 | PRINTER LEXMARK T640N B/W LASER | 79177BG | 1 | 12/20/2007 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 18 | 5 | (1,198.00) | - |
| 05LL04423 | 440000151873 | Lexmark Refresh Printer-T640n | 7901KMX | 1 | 6/17/2005 | 1,099.66 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 08-06994 | 440000020499 | PRINTER LEXMARK T640N B/W LASER | 7918GVM | 1 | 12/20/2007 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 18 | 5 | (1,198.00) | - |
| 07-04325 | 440000050690 | LEXMARK T640N PRINTER | 790PZWN | 1 | 11/9/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |
| 07-04321 | 440000050682 | LEXMARK T640N PRINTER | 790PZNX | 1 | 11/9/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |
| 05LL04434 | 440000151899 | Lexmark Refresh Printer-T640n | 7901KBY | 1 | 6/17/2005 | 1,099.66 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 05LL04435 | 440000151901 | Lexmark Refresh Printer-T640n | 7901K2H | 1 | 6/17/2005 | 1,099.66 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 07-04318 | 440000050676 | LEXMARK T640N PRINTER | 790PZX3 | 1 | 11/9/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |
| 05LL04451 | 440000151938 | Lexmark Refresh Printer-T640n | 79017DG | 1 | 6/17/2005 | 1,099.66 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 05LL04454 | 440000151946 | Lexmark Refresh Printer-T640n | 79017FT | 1 | 6/17/2005 | 1,099.66 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 06-10364 | 440000043295 | PRINTER, LEXMARK T640N B/W LASER | 79088MT | 1 | 2/27/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 20 | 5 | (1,198.00) | - |
| 08-06986 | 440000020483 | PRINTER LEXMARK T640N B/W LASER | 791779L | 1 | 12/20/2007 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 18 | 5 | (1,198.00) | - |
| 08-06993 | 440000020497 | PRINTER LEXMARK T640N B/W LASER | 79177M5 | 1 | 12/20/2007 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 18 | 5 | (1,198.00) | - |
| 07-00104 | 440000047929 | PRINTER, LEXMARK T640N B/W LASER | 7909X9K | 1 | 7/26/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 20 | 5 | (1,198.00) | - |
| 07-04316 | 440000050672 | LEXMARK T640N PRINTER | 790PZVM | 1 | 11/9/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |
| 07-04305 | 440000050650 | LEXMARK T640N PRINTER | 790PZN1 | 1 | 11/9/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |
| 07-04306 | 440000050652 | LEXMARK T640N PRINTER | 790PZPZ | 1 | 11/9/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |
| 05LL04440 | 440000151913 | Lexmark Refresh Printer-T640n | 79014MP | 1 | 6/17/2005 | 1,099.66 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 07-04327 | 440000050694 | LEXMARK T640N PRINTER | 790PZYT | 1 | 11/9/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 07-04311 | 440000050662 | LEXMARK T640N PRINTER | 790PZY1 | 1 | 11/9/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |
| 05LL04426 | 440000151880 | Lexmark Refresh Printer-T640n | 7901K4T | 1 | 6/17/2005 | 1,099.66 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 08-06997 | 440000020505 | PRINTER LEXMARK T640N B/W LASER | 79177K8 | 1 | 12/20/2007 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 18 | 5 | (1,198.00) | - |
| 07-04324 | 440000050688 | LEXMARK T640N PRINTER | 790PZVW | 1 | 11/9/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |
| 05LL04452 | 440000151941 | Lexmark Refresh Printer-T640n | 79017DP | 1 | 6/17/2005 | 1,099.66 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 05LL04431 | 440000151892 | Lexmark Refresh Printer-T640n | 7902206 | 1 | 6/17/2005 | 1,099.66 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 07-00102 | 440000047926 | PRINTER, LEXMARK T640N B/W LASER | 7906YH2 | 1 | 7/26/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 20 | 5 | (1,198.00) | - |
| 07-04317 | 440000050674 | LEXMARK T640N PRINTER | 790PZWK | 1 | 11/9/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |
| 05LL04427 | 440000151882 | Lexmark Refresh Printer-T640n | 79020DF | 1 | 6/17/2005 | 1,099.66 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 05LL04429 | 440000151887 | Lexmark Refresh Printer-T640n | 7901KP8 | 1 | 6/17/2005 | 1,099.66 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 08-06992 | 440000020495 | PRINTER LEXMARK T640N B/W LASER | 79177H0 | 1 | 12/20/2007 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 18 | 5 | (1,198.00) | - |
| 05LL04448 | 440000151932 | Lexmark Refresh Printer-T640n | 79017DD | 1 | 6/17/2005 | 1,099.66 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 05LL04439 | 440000151911 | Lexmark Refresh Printer-T640n | 79014MM | 1 | 6/17/2005 | 1,099.66 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 05LL04432 | 440000151894 | Lexmark Refresh Printer-T640n | 7901HN5 | 1 | 6/17/2005 | 1,099.66 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 05LL04433 | 440000151897 | Lexmark Refresh Printer-T640n | 7901K2Z | 1 | 6/17/2005 | 1,099.66 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 05LL04436 | 440000151904 | Lexmark Refresh Printer-T640n | 7901K5R | 1 | 6/17/2005 | 1,099.66 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 05LL04438 | 440000151908 | Lexmark Refresh Printer-T640n | 790227Y | 1 | 6/17/2005 | 1,099.66 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 07-00100 | 440000047922 | PRINTER, LEXMARK T640N B/W LASER | 7906YFM | 1 | 7/26/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 20 | 5 | (1,198.00) | - |
| 07-04328 | 440000050696 | LEXMARK T640N PRINTER | 790PZZM | 1 | 11/9/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |
| 08-06988 | 440000020487 | PRINTER LEXMARK T640N B/W LASER | 79177M2 | 1 | 12/20/2007 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 18 | 5 | (1,198.00) | - |
| 08-06998 | 440000020507 | PRINTER LEXMARK T640N B/W LASER | 7918GNZ | 1 | 12/20/2007 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 18 | 5 | (1,198.00) | - |
| 08-07000 | 440000020511 | PRINTER LEXMARK T640N B/W LASER | 7918GX9 | 1 | 12/20/2007 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 18 | 5 | (1,198.00) | - |
| 05LL04446 | 440000151927 | Lexmark Refresh Printer-T640n | 79014NL | 1 | 6/17/2005 | 1,099.66 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 05LL04425 | 440000151877 | Lexmark Refresh Printer-T640n | 79021Z7 | 1 | 6/17/2005 | 1,099.66 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 05LL04455 | 440000151948 | Lexmark Refresh Printer-T640n | 7901K14 | 1 | 6/17/2005 | 1,099.66 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 07-04329 | 440000050698 | LEXMARK T640N PRINTER | 790PZTR | 1 | 11/9/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |
| 05LL04443 | 440000151920 | Lexmark Refresh Printer-T640n | 79014NG | 1 | 6/17/2005 | 1,099.66 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 07-04326 | 440000050692 | LEXMARK T640N PRINTER | 790PZXV | 1 | 11/9/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |
| 07-04308 | 440000050656 | LEXMARK T640N PRINTER | 790PZVD | 1 | 11/9/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |
| 08-06987 | 440000020485 | PRINTER LEXMARK T640N B/W LASER | 79177FY | 1 | 12/20/2007 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 18 | 5 | (1,198.00) | - |
| 07-04315 | 440000050670 | LEXMARK T640N PRINTER | 790PZTH | 1 | 11/9/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |
| 05LL04450 | 440000151936 | Lexmark Refresh Printer-T640n | 790229C | 1 | 6/17/2005 | 1,099.66 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 07-04319 | 440000050678 | LEXMARK T640N PRINTER | 790PZYK | 1 | 11/9/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |
| 07-04310 | 440000050660 | LEXMARK T640N PRINTER | 790PZWT | 1 | 11/9/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |
| 07-04313 | 440000050666 | LEXMARK T640N PRINTER | 790R0X3 | 1 | 11/9/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |
| 05LL04449 | 440000151934 | Lexmark Refresh Printer-T640n | 79022H7 | 1 | 6/17/2005 | 1,099.66 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 07-00103 | 440000047928 | PRINTER, LEXMARK T640N B/W LASER | 7909XCK | 1 | 7/26/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 20 | 5 | (1,198.00) | - |
| 05LL04444 | 440000151923 | Lexmark Refresh Printer-T640n | 79014NT | 1 | 6/17/2005 | 1,099.66 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 05LL04447 | 440000151930 | Lexmark Refresh Printer-T640n | 79017D1 | 1 | 6/17/2005 | 1,099.66 | 044A | 3622 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 07-04323 | 440000050686 | LEXMARK T640N PRINTER | 790PZV1 | 1 | 11/9/2006 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |
| 08-06995 | 440000020501 | PRINTER LEXMARK T640N B/W LASER | 7918GX3 | 1 | 12/20/2007 | 1,198.00 | 044A | 3622 | 1/31/2026 | T | 18 | 5 | (1,198.00) | - |
| S17024418 | 440000195369 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJRZ | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024422 | 440000195373 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJBS | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024434 | 440000195385 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJJ4 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024435 | 440000195386 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJD6 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024458 | 440000195409 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJDH | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024469 | 440000195420 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJZ9 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024478 | 440000195429 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJXG | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17015157 | 440000186457 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM32AFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015158 | 440000186458 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM1P7FCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015159 | 440000186459 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM17CFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015160 | 440000186460 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9GSL1ZVFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015161 | 440000186461 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM0FTFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015162 | 440000186462 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9GSL2ECFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015163 | 440000186463 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM1EUFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015164 | 440000186464 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM3K3FCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015165 | 440000186465 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM3FMFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015166 | 440000186466 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM3FJFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015167 | 440000186467 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM394FCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015168 | 440000186468 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM3LZFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17024113 | 440000195064 | APC SMART UPS 2200 | AS1637261775 | 1 | 12/5/2016 | 1,115.31 | 044B | 2561 | 1/31/2026 | G | 9 | 5 | (1,115.31) | - |
| S17024117 | 440000195068 | APC SMART UPS 2200 | AS1637162538 | 1 | 12/5/2016 | 1,115.31 | 044B | 2561 | 1/31/2026 | G | 9 | 5 | (1,115.31) | - |
| S17024148 | 440000195099 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604200340 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024149 | 440000195100 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605110920 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024150 | 440000195101 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605110899 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 11-05283 | 440000055309 | COMPUTER, LAPTOP 13 APPLE MACBOOK | 451230Y9GST | 1 | 6/15/2011 | 1,037.30 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,037.30) | - |
| 11-05284 | 440000055310 | COMPUTER, LAPTOP 13 APPLE MACBOOK | 45123101GST | 1 | 6/15/2011 | 1,037.30 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,037.30) | - |
| 11-05285 | 440000055311 | COMPUTER, LAPTOP 13 APPLE MACBOOK | 451230Z1GST | 1 | 6/15/2011 | 1,037.30 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,037.30) | - |
| 11-05287 | 440000055313 | COMPUTER, LAPTOP 13 APPLE MACBOOK | 451230ATGST | 1 | 6/15/2011 | 1,037.30 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,037.30) | - |
| 11-05288 | 440000055314 | COMPUTER, LAPTOP 13 APPLE MACBOOK | 451230BPGST | 1 | 6/15/2011 | 1,037.30 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,037.30) | - |
| 11-05289 | 440000055315 | COMPUTER, LAPTOP 13 APPLE MACBOOK | 451230DXGST | 1 | 6/15/2011 | 1,037.30 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,037.30) | - |
| 11-05290 | 440000055316 | COMPUTER, LAPTOP 13 APPLE MACBOOK | 451230YRGST | 1 | 6/15/2011 | 1,037.30 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,037.30) | - |
| 11-05291 | 440000055317 | COMPUTER, LAPTOP 13 APPLE MACBOOK | 451230ZAGST | 1 | 6/15/2011 | 1,037.30 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,037.30) | - |
| 11-05292 | 440000055318 | COMPUTER, LAPTOP 13 APPLE MACBOOK | 451230YTGST | 1 | 6/15/2011 | 1,037.30 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,037.30) | - |
| 11-05293 | 440000055319 | COMPUTER, LAPTOP 13 APPLE MACBOOK | 4512318JGST | 1 | 6/15/2011 | 1,037.30 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,037.30) | - |
| 11-05294 | 440000055320 | COMPUTER, LAPTOP 13 APPLE MACBOOK | 451230AAGST | 1 | 6/15/2011 | 1,037.30 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,037.30) | - |
| 11-05295 | 440000055321 | COMPUTER, LAPTOP 13 APPLE MACBOOK | 451230Z0GST | 1 | 6/15/2011 | 1,037.30 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,037.30) | - |
| 11-05296 | 440000055322 | COMPUTER, LAPTOP 13 APPLE MACBOOK | 451231BJGST | 1 | 6/15/2011 | 1,037.30 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,037.30) | - |
| 12-80811 | 110000005591 | Board, Promethean | C1001070783 | 1 | 5/12/2010 | 1,039.00 | 011A | 2561 | 1/31/2026 | T | 16 | 7 | (1,039.00) | - |
| 13-01639 | 440000066259 | APPLE IMAC INTEL W/21.5" LED WIDESCRN | C02HK1NGDKL9 | 1 | 10/23/2012 | 1,195.28 | 044A | 2561 | 1/31/2026 | T | 13 | 5 | (1,195.28) | - |
| 13-01640 | 440000066261 | APPLE IMAC INTEL W/21.5" LED WIDESCRN | C02HK1PHDKL9 | 1 | 10/23/2012 | 1,195.28 | 044A | 2561 | 1/31/2026 | T | 13 | 5 | (1,195.28) | - |
| 13-01642 | 440000066265 | APPLE IMAC INTEL W/21.5" LED WIDESCRN | C02HK1PZDKL9 | 1 | 10/23/2012 | 1,195.28 | 044A | 2561 | 1/31/2026 | T | 13 | 5 | (1,195.28) | - |
| 13-01643 | 440000066267 | APPLE IMAC INTEL W/21.5" LED WIDESCRN | C02HK1QXDKL9 | 1 | 10/23/2012 | 1,195.28 | 044A | 2561 | 1/31/2026 | T | 13 | 5 | (1,195.28) | - |
| 13-01644 | 440000066269 | APPLE IMAC INTEL W/21.5" LED WIDESCRN | C02HK1R8DKL9 | 1 | 10/23/2012 | 1,195.28 | 044A | 2561 | 1/31/2026 | T | 13 | 5 | (1,195.28) | - |
| 13-01645 | 440000066271 | APPLE IMAC INTEL W/21.5" LED WIDESCRN | C02HK1WDDKL9 | 1 | 10/23/2012 | 1,195.28 | 044A | 2561 | 1/31/2026 | T | 13 | 5 | (1,195.28) | - |
| 13-02855 | 440000173480 | APPLE IMAC INTEL W/21.5" LED WIDESCRN | C02JC0ATDKL9 | 1 | 1/18/2013 | 1,195.28 | 044A | 2561 | 1/31/2026 | T | 13 | 5 | (1,195.28) | - |
| 14-01063 | 440000173627 | APPLE IMAC INTEL W/215" LED-BACKLIT GLS | D25KX0EPFFYV | 1 | 8/26/2013 | 1,320.00 | 044A | 2561 | 1/31/2026 | T | 12 | 5 | (1,320.00) | - |
| 14-03357 | 440000080336 | APPLE IMAC INTEL W/215" LED-BACKLIT GLS | C02LJ15NFFYV | 1 | 12/18/2013 | 1,269.00 | 044A | 2561 | 1/31/2026 | T | 12 | 5 | (1,269.00) | - |
| 14-04599 | 440000082466 | LAPTOP CART - BLACK BOX CART 30 UNIT | 14045953694 | 1 | 3/18/2014 | 1,339.00 | 044A | 2561 | 1/31/2026 | T | 12 | 5 | (1,339.00) | - |
| 15-00645 | 440000086720 | IPAD RETINA & MINI POWERSYNC CART | 201407083092 | 1 | 8/5/2014 | 2,799.95 | 044A | 2561 | 1/31/2026 | T | 11 | 5 | (2,799.95) | - |
| 15-01607 | 440000088484 | APPLE MACBOOK PRO13" | C1MMWJ7QDTY3 | 1 | 9/16/2014 | 1,166.00 | 044A | 2561 | 1/31/2026 | T | 11 | 5 | (1,166.00) | - |
| 15-04334 | 440000093281 | IPAD RETINA & MINI POWERSYNC CART | 201502265730 | 1 | 4/8/2015 | 2,799.95 | 044A | 2561 | 1/31/2026 | T | 11 | 5 | (2,799.95) | - |
| 16-03609 | 440000102451 | IPAD RETINA & MINI POWERSYNC CART | LNC7301-00305 | 1 | 4/7/2016 | 2,799.95 | 044A | 2561 | 1/31/2026 | T | 10 | 5 | (2,799.95) | - |
| 16-03823 | 440000102751 | IPAD RETINA & MINI POWERSYNC CART | LNC7301-00041 | 1 | 5/25/2016 | 2,799.95 | 044A | 2561 | 1/31/2026 | T | 10 | 5 | (2,799.95) | - |
| 16-03826 | 440000102757 | IPAD RETINA & MINI POWERSYNC CART | 201601271991 | 1 | 5/25/2016 | 2,799.95 | 044A | 2561 | 1/31/2026 | T | 10 | 5 | (2,799.95) | - |
| 17-00469 | 440000176562 | IPAD RETINA & MINI POWERSYNC CART | 201607289141 | 1 | 8/17/2016 | 2,399.95 | 044A | 2561 | 1/31/2026 | G | 9 | 5 | (2,399.95) | - |
| 17-00704 | 440000183313 | X1 YOGA LAPTOP 20FRCTO1WW | R90L02E3 | 1 | 9/7/2016 | 1,410.00 | 044A | 2561 | 1/31/2026 | G | 9 | 5 | (1,410.00) | - |
| 17-00705 | 440000183314 | X1 YOGA LAPTOP 20FRCTO1WW | R90L02E2 | 1 | 9/7/2016 | 1,410.00 | 044A | 2561 | 1/31/2026 | G | 9 | 5 | (1,410.00) | - |
| 17-00706 | 440000183315 | X1 YOGA LAPTOP 20FRCTO1WW | R90L02E8 | 1 | 9/7/2016 | 1,410.00 | 044A | 2561 | 1/31/2026 | G | 9 | 5 | (1,410.00) | - |
| 17-00707 | 440000183316 | X1 YOGA LAPTOP 20FRCTO1WW | R90L02E7 | 1 | 9/7/2016 | 1,410.00 | 044A | 2561 | 1/31/2026 | G | 9 | 5 | (1,410.00) | - |
| 17-00708 | 440000183317 | X1 YOGA LAPTOP 20FRCTO1WW | R90L02E9 | 1 | 9/7/2016 | 1,410.00 | 044A | 2561 | 1/31/2026 | G | 9 | 5 | (1,410.00) | - |
| 17-00709 | 440000183318 | X1 YOGA LAPTOP 20FRCTO1WW | R90L02EB | 1 | 9/7/2016 | 1,410.00 | 044A | 2561 | 1/31/2026 | G | 9 | 5 | (1,410.00) | - |
| 17-00711 | 440000183320 | X1 YOGA LAPTOP 20FRCTO1WW | R90L02E4 | 1 | 9/7/2016 | 1,410.00 | 044A | 2561 | 1/31/2026 | G | 9 | 5 | (1,410.00) | - |
| 17-00712 | 440000183321 | X1 YOGA LAPTOP 20FRCTO1WW | R90L02E6 | 1 | 9/7/2016 | 1,410.00 | 044A | 2561 | 1/31/2026 | G | 9 | 5 | (1,410.00) | - |
| 17-00713 | 440000183322 | X1 YOGA LAPTOP 20FRCTO1WW | R90L02E5 | 1 | 9/7/2016 | 1,410.00 | 044A | 2561 | 1/31/2026 | G | 9 | 5 | (1,410.00) | - |
| 21-43079 | 440000294680 | LENOVO 300E (1B CELERON TOUCH) | R910PRMD | 1 | 1/25/2021 | 237.50 | 044A | 2561 | 1/31/2026 | G | 5 | 5 | (237.50) | - |
| 94-13885 | 460000004895 | PRINTER POSTER W/VARITRONICS 10066 | 41408117/2723 | 1 | 6/25/1993 | 2,532.40 | 046A | 2561 | 1/31/2026 | G | 33 | 7 | (2,532.40) | - |
| 94-15272 | 460000004900 | SHREDDER PAPER 1216 FELLOW | 1217412 | 1 | 6/30/1994 | 1,499.25 | 046A | 2561 | 1/31/2026 | G | 32 | 7 | (1,499.25) | - |
| 96-30862 | 460000005012 | PRESS, NATIONAL SCREEN PRINTING T-SHIRT | 12021 | 1 | 5/10/1996 | 3,304.00 | 046A | 2561 | 1/31/2026 | G | 30 | 7 | (3,304.00) | - |
| 96-48436 | 580000001127 | SYSTEM, TASCAM PORTASTUDIO | 6101468 | 1 | 5/31/1996 | 3,457.00 | 058A | 2561 | 1/31/2026 | G | 30 | 7 | (3,457.00) | - |
| 96-48503 | 160000001810 | BENCH, WORK MOBILE GRAY W/WOOD TOP | 25610009 | 1 | 6/14/1996 | 1,450.00 | 016A | 2561 | 1/31/2026 | G | 30 | 7 | (1,450.00) | - |
| 97-11572 | 140000002421 | SCRUBBER MINUTEMAN, HARD FLOOR | RMC17000001008 | 1 | 5/21/1997 | 2,029.68 | 014A | 2561 | 1/31/2026 | G | 29 | 7 | (2,029.68) | - |
| 99-22065 | 160000001900 | PACKAGE, MATCHING DAVINCI CENTER 10X12 | 3991 | 1 | 11/8/1999 | 13,540.00 | 016A | 2561 | 1/31/2026 | G | 26 | 7 | (13,540.00) | - |
| R04-85903 | 110000004808 | BOARD PROMETHEAN | C1303120264 | 1 | 5/16/2004 | 1,039.00 | 011A | 2561 | 1/31/2026 | T | 22 | 7 | (1,039.00) | - |
| R06-84871 | 440000059853 | APPLE X-RAID UNIT | QP5320D9RS4 | 1 | 7/22/2005 | 3,021.23 | 044A | 2561 | 1/31/2026 | T | 21 | 5 | (3,021.23) | - |
| R11-81526 | 440000061632 | COMPUTER, LAPTOP APPLE MACBOOK | 4510831FFYN | 1 | 5/12/2011 | 1,251.85 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,251.85) | - |
| R12-81451 | 440000061971 | MACBOOK COMPUTER, APPLE IMAC | D25GW2SQDHJF | 1 | 12/28/2011 | 1,307.85 | 044A | 2561 | 1/31/2026 | T | 14 | 5 | (1,307.85) | - |
| R12-81452 | 440000061973 | COMPUTER, LAPTOP 13" APPLE MACBOOK PRO | C02GW1B6DV13 | 1 | 12/28/2011 | 1,511.75 | 044A | 2561 | 1/31/2026 | T | 14 | 5 | (1,511.75) | - |
| R12-81453 | 440000061975 | COMPUTER, LAPTOP 13" APPLE MACBOOK PRO | C17HC6G0DV13 | 1 | 5/18/2012 | 1,511.75 | 044A | 2561 | 1/31/2026 | T | 14 | 5 | (1,511.75) | - |
| R99-22447 | 460000004277 | PRINTER, ROLAND CAMM-1 VINYL MAKER | ZM41816 | 1 | 11/30/1999 | 5,134.00 | 046A | 2561 | 1/31/2026 | T | 26 | 7 | (5,134.00) | - |
| S16022539 | 440000102368 | LENOVO THINKPAD 11E TOUCH | LR049E6H | 1 | 11/18/2015 | 547.00 | 044D | 2561 | 1/31/2026 | T | 10 | 5 | (547.00) | - |
| S16022558 | 440000102387 | LENOVO THINKPAD 11E TOUCH | LR049KFP | 1 | 11/18/2015 | 547.00 | 044D | 2561 | 1/31/2026 | T | 10 | 5 | (547.00) | - |
| S16022563 | 440000102393 | LENOVO THINKPAD T440P | PC084HTK | 1 | 11/18/2015 | 923.00 | 044D | 2561 | 1/31/2026 | T | 10 | 5 | (923.00) | - |
| S16022566 | 440000102396 | LENOVO THINKPAD T440P | PC084HTM | 1 | 11/18/2015 | 923.00 | 044D | 2561 | 1/31/2026 | T | 10 | 5 | (923.00) | - |
| S17015125 | 440000186425 | IPAD MINI 2 WIFI (32GB) - SILVER | F9HSMF3GFCM9 | 1 | 11/18/2016 | 259.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (259.00) | - |
| S17015126 | 440000186426 | IPAD MINI 2 WIFI (32GB) - SILVER | F9HSMHLCFCM9 | 1 | 11/18/2016 | 259.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (259.00) | - |
| S17015127 | 440000186427 | IPAD MINI 2 WIFI (32GB) - SILVER | F9HSM8LEFCM9 | 1 | 11/18/2016 | 259.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (259.00) | - |
| S17015128 | 440000186428 | IPAD MINI 2 WIFI (32GB) - SILVER | F9GSMJW5FCM9 | 1 | 11/18/2016 | 259.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (259.00) | - |
| S17015129 | 440000186429 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM1JMFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015130 | 440000186430 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM1JXFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S17015131 | 440000186431 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM5EAFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015132 | 440000186432 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM4GLFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015133 | 440000186433 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM4C4FCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015134 | 440000186434 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM4B0FCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015135 | 440000186435 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM47SFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015136 | 440000186436 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM3YUFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015137 | 440000186437 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM3NFFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015138 | 440000186438 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM3M3FCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015139 | 440000186439 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9GSL1SFFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015140 | 440000186440 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSMNWQFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015141 | 440000186441 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9GSL2JWFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015142 | 440000186442 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM1P6FCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015143 | 440000186443 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM1MVFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015144 | 440000186444 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSLWY3FCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015145 | 440000186445 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSLWRTFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015146 | 440000186446 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSLXSWFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015147 | 440000186447 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSLXSTFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015148 | 440000186448 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSLX6ZFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015149 | 440000186449 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSLWZGFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015150 | 440000186450 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM099FCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015151 | 440000186451 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM02VFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015152 | 440000186452 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM0BZFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015153 | 440000186453 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSM0A0FCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015154 | 440000186454 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSLUNYFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015155 | 440000186455 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSLULEFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| S17015156 | 440000186456 | IPAD MINI2 WIFI 32GB SPACEGRAY - 10 PACK | F9FSLUJDFCM6 | 1 | 11/18/2016 | 353.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (353.00) | - |
| 06-02259 | 560000001558 | PROJECTOR, EPSON POWERLITE 61P | F3HG562579F | 1 | 7/26/2005 | 1,154.00 | 056A | 2561 | 1/31/2026 | T | 21 | 6 | (1,154.00) | - |
| 06-02262 | 560000001561 | PROJECTOR, EPSON POWERLITE 61P | F3HG562260F | 1 | 7/26/2005 | 1,154.00 | 056A | 2561 | 1/31/2026 | T | 21 | 6 | (1,154.00) | - |
| 00-80883 | 140000000027 | SCRUBBER, FLOOR NUMATIC | 001300834 | 1 | 6/5/2000 | 4,042.00 | 014A | 2561 | 1/31/2026 | G | 26 | 7 | (4,042.00) | - |
| 00-80889 | 440000000119 | PRINTER, LEXMARK OPTRA M410 | 0039504 | 1 | 6/5/2000 | 1,466.00 | 044A | 2561 | 1/31/2026 | G | 26 | 5 | (1,466.00) | - |
| 02-17671 | 830000000044 | BOARD, SUPINE 51 INCH E40 | 20020515AA | 1 | 5/22/2002 | 1,314.00 | 083A | 2561 | 1/31/2026 | T | 24 | 10 | (1,314.00) | - |
| 05-22664 | 440000016148 | 23" APPLE CINEMA DD DISPLAY - Z | CY42205DLFA | 1 | 7/21/2004 | 1,799.00 | 044A | 2561 | 1/31/2026 | T | 22 | 5 | (1,799.00) | - |
| 05-22682 | 440000016164 | COMPUTER, MAC POWER PC G5 | G84246B6QPM | 1 | 7/26/2004 | 3,158.75 | 044A | 2561 | 1/31/2026 | T | 22 | 5 | (3,158.75) | - |
| 05-38509 | 560000001058 | PROJECTOR, EPSON LCD EMP-61 | F3HG481334F | 1 | 11/23/2004 | 1,154.23 | 056A | 2561 | 1/31/2026 | T | 21 | 6 | (1,154.23) | - |
| 05-38514 | 560000001063 | PROJECTOR, EPSON LCD EMP-61 | F3HG481533F | 1 | 11/23/2004 | 1,154.23 | 056A | 2561 | 1/31/2026 | T | 21 | 6 | (1,154.23) | - |
| 05-39938 | 440000025512 | PRINTER, LEXMARK T630N B/W LASER | 99247NK | 1 | 1/10/2005 | 1,205.00 | 044A | 2561 | 1/31/2026 | T | 21 | 5 | (1,205.00) | - |
| 05-42282 | 460000001599 | TANDBERG 6000 MXP | 25A04784 | 1 | 1/12/2005 | 24,886.04 | 046A | 2561 | 1/31/2026 | T | 21 | 7 | (24,886.04) | - |
| 05-48191 | 440000030485 | PRINTER, LEXMARK T630N B/W LASER | 9925HCX | 1 | 3/4/2005 | 1,208.00 | 044A | 2561 | 1/31/2026 | T | 21 | 5 | (1,208.00) | - |
| 05-48618 | 440000030730 | PRINTER, LEXMARK T632TN BLACK/WHITE LASER | 9927NF6 | 1 | 3/17/2005 | 2,287.00 | 044A | 2561 | 1/31/2026 | T | 21 | 5 | (2,287.00) | - |
| 05-86517 | 440000038732 | Printer, Lexmark T630 | 9920HZK | 1 | 10/12/2004 | 1,208.00 | 044A | 2561 | 1/31/2026 | T | 21 | 5 | (1,208.00) | - |
| 05-86519 | 440000038736 | Printer, Lexmark T630 | 9920HZG | 1 | 10/12/2004 | 1,208.00 | 044A | 2561 | 1/31/2026 | T | 21 | 5 | (1,208.00) | - |
| 05-86521 | 110000002176 | Promethean Board | 5088780121 | 1 | 5/16/2005 | 1,793.30 | 011A | 2561 | 1/31/2026 | T | 21 | 7 | (1,793.30) | - |
| 05-86523 | 110000002178 | Promethean Board | 5098840081 | 1 | 5/16/2005 | 1,793.30 | 011A | 2561 | 1/31/2026 | T | 21 | 7 | (1,793.30) | - |
| 05-86526 | 110000002182 | Promethean Board | 5098840033 | 1 | 5/16/2005 | 1,793.30 | 011A | 2561 | 1/31/2026 | T | 21 | 7 | (1,793.30) | - |
| 05-86527 | 110000002183 | Promethean Board | 5098842067 | 1 | 5/16/2005 | 1,793.30 | 011A | 2561 | 1/31/2026 | T | 21 | 7 | (1,793.30) | - |
| 05LA00128 | 440000169734 | Apple Refresh Server | QP5310JASLZ | 1 | 7/22/2005 | 3,021.23 | 044A | 2561 | 1/31/2026 | T | 21 | 5 | (3,021.23) | - |
| 05LL02926 | 440000148559 | Lexmark Refresh Printer-T640n | 79017TZ | 1 | 6/17/2005 | 1,099.66 | 044A | 2561 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 05LL02932 | 440000148573 | Lexmark Refresh Printer-T640n | 7902F4L | 1 | 6/17/2005 | 1,099.66 | 044A | 2561 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 05LL02956 | 440000148625 | Lexmark Refresh Printer-T640n | 7902013 | 1 | 6/17/2005 | 1,099.66 | 044A | 2561 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 06-03578 | 440000040337 | PRINTER, LEXMARK T640N B/W LASER | 7900GXD | 1 | 8/31/2005 | 1,198.00 | 044A | 2561 | 1/31/2026 | T | 20 | 5 | (1,198.00) | - |
| 06-07090 | 140000001437 | EXTRACTOR, IMAGE ERGOEX CARPET | D12486 | 1 | 11/29/2005 | 1,540.00 | 014A | 2561 | 1/31/2026 | T | 20 | 7 | (1,540.00) | - |
| 06-11319 | 830000000295 | RIFTON PRONE STANDER | E43020060816AA | 1 | 3/22/2006 | 2,584.50 | 083A | 2561 | 1/31/2026 | T | 20 | 10 | (2,584.50) | - |
| 07-04205 | 440000050551 | PRINTER, LEXMARK T640N B/W LASER | 790H2B4 | 1 | 11/15/2006 | 1,198.00 | 044A | 2561 | 1/31/2026 | T | 19 | 5 | (1,198.00) | - |
| 07-81718 | 440000011669 | CART, BRETFORD 32 LAPTOP | 25610006 | 1 | 3/5/2007 | 1,028.75 | 044A | 2561 | 1/31/2026 | T | 19 | 5 | (1,028.75) | - |
| 07-81744 | 440000011729 | BRETFORD 32 LAPTOP | 25610005 | 1 | 3/5/2007 | 1,028.75 | 044A | 2561 | 1/31/2026 | T | 19 | 5 | (1,028.75) | - |
| 09-08328 | 440000037226 | APPLE, MACBOOK 2.4 GHZ W/DVD/CD-RW 13.3" | W884874X1AQ | 1 | 12/11/2008 | 1,716.00 | 044A | 2561 | 1/31/2026 | T | 17 | 5 | (1,716.00) | - |
| 09-08329 | 440000037227 | APPLE MACBOO 2.4 GHZ W/DVD/CD-RW 13.3" | W88487931AQ | 1 | 12/11/2008 | 1,716.00 | 044A | 2561 | 1/31/2026 | T | 17 | 5 | (1,716.00) | - |
| 09-08330 | 440000037228 | APPLE, MACBOOK 2.4 GHZ W/DVD/CD-RW 13.3" | W8848CNW1AQ | 1 | 12/11/2008 | 1,716.00 | 044A | 2561 | 1/31/2026 | T | 17 | 5 | (1,716.00) | - |
| 09-08331 | 440000037229 | APPLE, MACBOOK 2.4 GHZ W/DVD/CD-RW 13.3" | W8848CTU1AQ | 1 | 12/11/2008 | 1,716.00 | 044A | 2561 | 1/31/2026 | T | 17 | 5 | (1,716.00) | - |
| 09-08332 | 440000037230 | APPLE, MA CBOOK 2.4 GHZ W/DVD/CD-RW 13.3" | W8848CUA1AQ | 1 | 12/11/2008 | 1,716.00 | 044A | 2561 | 1/31/2026 | T | 17 | 5 | (1,716.00) | - |
| 09-08333 | 440000037231 | APPLE, MACBOOK 2.4 GHZ W/DVD/CD-RW 13.3" | W8848CUN1AQ | 1 | 12/11/2008 | 1,716.00 | 044A | 2561 | 1/31/2026 | T | 17 | 5 | (1,716.00) | - |
| 09-09262 | 440000037947 | APPLE, MACBOOK 2.4 GZ DVD/CD-RW 13.3" (ETS) | W8851DKS1AQ | 1 | 1/8/2009 | 1,690.00 | 044A | 2561 | 1/31/2026 | T | 17 | 5 | (1,690.00) | - |
| 09-09263 | 440000037949 | APPLE, MACBOOK 2.4 GZ DVD/CD-RW 13.3" (ETS) | W8851DJA1AQ | 1 | 1/8/2009 | 1,690.00 | 044A | 2561 | 1/31/2026 | T | 17 | 5 | (1,690.00) | - |
| 09-09264 | 440000037951 | APPLE, MACBOOK 2.4 GZ DVD/CD-RW 13.3" (ETS) | W8851C5X1AQ | 1 | 1/8/2009 | 1,690.00 | 044A | 2561 | 1/31/2026 | T | 17 | 5 | (1,690.00) | - |
| 09-09265 | 440000037953 | APPLE, MACBOOK 2.4 GZ DVD/CD-RW 13.3" (ETS) | W8851DAL1AQ | 1 | 1/8/2009 | 1,690.00 | 044A | 2561 | 1/31/2026 | T | 17 | 5 | (1,690.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 09-09266 | 440000037955 | APPLE, MACBOOK 2.4 GZ DVD/CD-RW 13.3" (ETS) | W88512461AQ | 1 | 1/8/2009 | 1,690.00 | 044A | 2561 | 1/31/2026 | T | 17 | 5 | (1,690.00) | - |
| 09-11664 | 440000040296 | APPLE MACBOOK 2.0 GHZ, 13" DISPLAY | W8918DS88QR | 1 | 5/28/2009 | 1,708.00 | 044A | 2561 | 1/31/2026 | T | 17 | 5 | (1,708.00) | - |
| 10-03665 | 440000047955 | APPLE IMAC INTEL W/21.5" LED GLSY WDSCN | QP0050J35PC | 1 | 2/26/2010 | 1,352.00 | 044A | 2561 | 1/31/2026 | T | 16 | 5 | (1,352.00) | - |
| 10-03739 | 110000003463 | BOARD, PROMETHEAN ACTIVBOARD 78 | C0912220085 | 1 | 3/1/2010 | 1,169.00 | 011A | 2561 | 1/31/2026 | T | 16 | 7 | (1,169.00) | - |
| 10-81492 | 110000004295 | Board, Promethean | C1001070781 | 1 | 5/12/2010 | 1,039.00 | 011A | 2561 | 1/31/2026 | T | 16 | 7 | (1,039.00) | - |
| 10-81493 | 110000004296 | Board, Promethean | C1001070782 | 1 | 5/12/2010 | 1,039.00 | 011A | 2561 | 1/31/2026 | T | 16 | 7 | (1,039.00) | - |
| 11-04093 | 440000054216 | Bretford Mobility Cart | A7JMN0396 | 1 | 5/16/2011 | 1,511.96 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,511.96) | - |
| 11-05272 | 440000055298 | COMPUTER, LAPTOP 13 APPLE MACBOOK | 451230ENGST | 1 | 6/15/2011 | 1,037.30 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,037.30) | - |
| 11-05273 | 440000055299 | COMPUTER, LAPTOP 13 APPLE MACBOOK | 4512319CGST | 1 | 6/15/2011 | 1,037.30 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,037.30) | - |
| 11-05274 | 440000055300 | COMPUTER, LAPTOP 13 APPLE MACBOOK | 451230YDGST | 1 | 6/15/2011 | 1,037.30 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,037.30) | - |
| 11-05275 | 440000055301 | COMPUTER, LAPTOP 13 APPLE MACBOOK | 451230YMGST | 1 | 6/15/2011 | 1,037.30 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,037.30) | - |
| 11-05276 | 440000055302 | COMPUTER, LAPTOP 13 APPLE MACBOOK | 451231BDGST | 1 | 6/15/2011 | 1,037.30 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,037.30) | - |
| 11-05277 | 440000055303 | COMPUTER, LAPTOP 13 APPLE MACBOOK | 451230FFGST | 1 | 6/15/2011 | 1,037.30 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,037.30) | - |
| 11-05278 | 440000055304 | COMPUTER, LAPTOP 13 APPLE MACBOOK | 451230YVGST | 1 | 6/15/2011 | 1,037.30 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,037.30) | - |
| 11-05279 | 440000055305 | COMPUTER, LAPTOP 13 APPLE MACBOOK | 451230AFGST | 1 | 6/15/2011 | 1,037.30 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,037.30) | - |
| 11-05280 | 440000055306 | COMPUTER, LAPTOP 13 APPLE MACBOOK | 451230CCGST | 1 | 6/15/2011 | 1,037.30 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,037.30) | - |
| 11-05281 | 440000055307 | COMPUTER, LAPTOP 13 APPLE MACBOOK | 451230S6GST | 1 | 6/15/2011 | 1,037.30 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,037.30) | - |
| 11-05282 | 440000055308 | COMPUTER, LAPTOP 13 APPLE MACBOOK | 451230WGGST | 1 | 6/15/2011 | 1,037.30 | 044A | 2561 | 1/31/2026 | T | 15 | 5 | (1,037.30) | - |
| S19-05960 | 440000232032 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD05106J | 1 | 11/19/2018 | 239.00 | 044D | 2561 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S17024452 | 440000195403 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJPU | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024628 | 440000195579 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJD7 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024473 | 440000195424 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JHXN | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S19-05984 | 440000232056 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD0510G6 | 1 | 11/19/2018 | 239.00 | 044D | 2561 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S17024573 | 440000195524 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JK5C | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024725 | 440000195676 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJ64 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024419 | 440000195370 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJDT | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024627 | 440000195578 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JK1P | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024701 | 440000195652 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01KVZU | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024402 | 440000195353 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJQY | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024660 | 440000195611 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJVX | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024621 | 440000195572 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJEU | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S19-05977 | 440000232049 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD0510FU | 1 | 11/19/2018 | 239.00 | 044D | 2561 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S17024522 | 440000195473 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJLA | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024551 | 440000195502 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJSW | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024506 | 440000195457 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JK6N | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024410 | 440000195361 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJ6D | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024609 | 440000195560 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJ88 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S19-05979 | 440000232051 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD0510FY | 1 | 11/19/2018 | 239.00 | 044D | 2561 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S17024415 | 440000195366 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJ3V | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024642 | 440000195593 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JK21 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024487 | 440000195438 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJL3 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024782 | 440000195733 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJ7G | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024715 | 440000195666 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JK86 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024711 | 440000195662 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJY5 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S19-05934 | 440000232006 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD050Z4E | 1 | 11/19/2018 | 239.00 | 044D | 2561 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S19-05987 | 440000232059 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD0510GQ | 1 | 11/19/2018 | 239.00 | 044D | 2561 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S17024520 | 440000195471 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJDS | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024444 | 440000195395 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JHTE | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S19-05957 | 440000232029 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD050ZYX | 1 | 11/19/2018 | 239.00 | 044D | 2561 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S17024550 | 440000195501 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJ5A | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024349 | 440000195300 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJEW | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024346 | 440000195297 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJA2 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024576 | 440000195527 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJZ1 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024691 | 440000195642 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JK76 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024616 | 440000195567 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJBE | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024668 | 440000195619 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJKJ | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024682 | 440000195633 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJ8Y | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024784 | 440000195735 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJEK | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024692 | 440000195643 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJZB | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S19-05939 | 440000232011 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD050ZF8 | 1 | 11/19/2018 | 239.00 | 044D | 2561 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S17024675 | 440000195626 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JHYP | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024653 | 440000195604 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJYR | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024524 | 440000195475 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJLB | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024438 | 440000195389 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJLE | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024765 | 440000195716 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JK3C | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S17024740 | 440000195691 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JK1F | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| 06-84391 | 440000047832 | Computer, Apple Desktop Emac | YM52805VSCH | 1 | 10/11/2005 | 1,295.00 | 044A | 2561 | 1/31/2026 | T | 20 | 5 | (1,295.00) | - |
| 94-14940 | 110000007153 | LAB LANGUAGE DIGITAL MOBILE | 112393124098l4Z | 1 | 3/9/1994 | 13,890.00 | 011A | 2561 | 1/31/2026 | G | 32 | 7 | (13,890.00) | - |
| 06-84380 | 440000047813 | Computer, Apple Desktop Emac | YM52805TSCH | 1 | 10/11/2005 | 1,295.00 | 044A | 2561 | 1/31/2026 | T | 20 | 5 | (1,295.00) | - |
| 06-84381 | 440000047815 | Computer, Apple Desktop Emac | YM52806GSCH | 1 | 10/11/2005 | 1,295.00 | 044A | 2561 | 1/31/2026 | T | 20 | 5 | (1,295.00) | - |
| 06-84382 | 440000047817 | Computer, Apple Desktop Emac | YM5270ZVSCH | 1 | 10/11/2005 | 1,295.00 | 044A | 2561 | 1/31/2026 | T | 20 | 5 | (1,295.00) | - |
| 06-84383 | 440000047819 | Computer, Apple Desktop Emac | YM52715KSCH | 1 | 10/11/2005 | 1,295.00 | 044A | 2561 | 1/31/2026 | T | 20 | 5 | (1,295.00) | - |
| 06-84387 | 440000047823 | Computer, Apple Desktop Emac | YM527104SCH | 1 | 10/11/2005 | 1,295.00 | 044A | 2561 | 1/31/2026 | T | 20 | 5 | (1,295.00) | - |
| 06-84388 | 440000047825 | Computer, Apple Desktop Emac | YM52716SSCH | 1 | 10/11/2005 | 1,295.00 | 044A | 2561 | 1/31/2026 | T | 20 | 5 | (1,295.00) | - |
| 06-84390 | 440000047830 | Computer, Apple Desktop Emac | YM52805RSCH | 1 | 10/11/2005 | 1,295.00 | 044A | 2561 | 1/31/2026 | T | 20 | 5 | (1,295.00) | - |
| S17024485 | 440000195436 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJEV | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024490 | 440000195441 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJ66 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024495 | 440000195446 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJPB | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024501 | 440000195452 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJRY | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024504 | 440000195455 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JHXJ | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024505 | 440000195456 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJ2M | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024507 | 440000195458 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JK54 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024508 | 440000195459 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JHUJ | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024512 | 440000195463 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJL8 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024521 | 440000195472 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJQ7 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024525 | 440000195476 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJKQ | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024529 | 440000195480 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JK26 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024561 | 440000195512 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJBC | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024564 | 440000195515 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJQN | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024568 | 440000195519 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJE8 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024570 | 440000195521 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJZ4 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024572 | 440000195523 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJU5 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024580 | 440000195531 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJ80 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024585 | 440000195536 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJYT | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024593 | 440000195544 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJ1A | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024606 | 440000195557 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJ7B | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024620 | 440000195571 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJDN | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024629 | 440000195580 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJDC | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024633 | 440000195584 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJ1H | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024636 | 440000195587 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJTN | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024650 | 440000195601 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JK1N | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024656 | 440000195607 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJYH | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024732 | 440000195683 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJEJ | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024673 | 440000195624 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JHU8 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024738 | 440000195689 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJES | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024751 | 440000195702 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JK5P | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024754 | 440000195705 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JK6T | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024757 | 440000195708 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01KW29 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024760 | 440000195711 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01KWDM | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024768 | 440000195719 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JK1J | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024775 | 440000195726 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJSE | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024786 | 440000195737 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJ5F | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024790 | 440000195741 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJ4X | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024800 | 440000195751 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJDV | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S19-05921 | 440000231993 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD050YD2 | 1 | 11/19/2018 | 239.00 | 044D | 2561 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S19-05943 | 440000232015 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD050ZJF | 1 | 11/19/2018 | 239.00 | 044D | 2561 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S19-05951 | 440000232023 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD050ZL6 | 1 | 11/19/2018 | 239.00 | 044D | 2561 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S19-05969 | 440000232041 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD0510F5 | 1 | 11/19/2018 | 239.00 | 044D | 2561 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S19-05972 | 440000232044 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD0510FN | 1 | 11/19/2018 | 239.00 | 044D | 2561 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S19-05973 | 440000232045 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD0510FP | 1 | 11/19/2018 | 239.00 | 044D | 2561 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S19-05975 | 440000232047 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD0510FR | 1 | 11/19/2018 | 239.00 | 044D | 2561 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S19-05980 | 440000232052 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD0510FZ | 1 | 11/19/2018 | 239.00 | 044D | 2561 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S19-05982 | 440000232054 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD0510G2 | 1 | 11/19/2018 | 239.00 | 044D | 2561 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| 10-03664 | 440000047953 | APPLE IMAC INTEL W/21.5" LED GLSY WDSCN | QP0050J45PC | 1 | 2/26/2010 | 1,352.00 | 044A | 2561 | 1/31/2026 | T | 16 | 5 | (1,352.00) | - |
| 13-01637 | 440000066254 | APPLE IMAC INTEL W/21.5" LED WIDESCRN | C02HK1CZDKL9 | 1 | 10/23/2012 | 1,195.28 | 044A | 2561 | 1/31/2026 | T | 13 | 5 | (1,195.28) | - |
| 04-01441 | 440000008653 | PRINTER, LEXMARK C750N | 9401N2H | 1 | 7/31/2003 | 3,092.00 | 044A | 2561 | 1/31/2026 | T | 23 | 5 | (3,092.00) | - |
| S17024151 | 440000195102 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605110914 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024152 | 440000195103 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605111571 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024153 | 440000195104 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604250699 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024154 | 440000195105 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604250267 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S17024155 | 440000195106 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604250491 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024156 | 440000195107 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604250250 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024157 | 440000195108 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604250410 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024158 | 440000195109 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604250445 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024159 | 440000195110 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604250425 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024160 | 440000195111 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604250473 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024161 | 440000195112 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604200333 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024162 | 440000195113 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252536 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024163 | 440000195114 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252535 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024164 | 440000195115 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252550 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024165 | 440000195116 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252542 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024166 | 440000195117 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604200061 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024167 | 440000195118 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252306 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024168 | 440000195119 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605110866 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024169 | 440000195120 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252465 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024170 | 440000195121 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252460 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024171 | 440000195122 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605110919 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024172 | 440000195123 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252478 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024173 | 440000195124 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252509 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024174 | 440000195125 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252319 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024175 | 440000195126 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252507 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024176 | 440000195127 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605110926 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024177 | 440000195128 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252458 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024178 | 440000195129 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605110900 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024179 | 440000195130 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605110889 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024180 | 440000195131 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604200717 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024181 | 440000195132 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605110922 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024182 | 440000195133 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252483 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024183 | 440000195134 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252526 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024184 | 440000195135 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252532 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024185 | 440000195136 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605180866 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024186 | 440000195137 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605182356 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024187 | 440000195138 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605180488 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024188 | 440000195139 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605180887 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024189 | 440000195140 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252477 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024190 | 440000195141 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604200597 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024191 | 440000195142 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252540 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024192 | 440000195143 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252548 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024193 | 440000195144 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252574 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024194 | 440000195145 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252533 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024195 | 440000195146 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252648 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024196 | 440000195147 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252592 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024197 | 440000195148 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252581 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024198 | 440000195149 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605180140 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024199 | 440000195150 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605182193 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024200 | 440000195151 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605180645 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024201 | 440000195152 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605180122 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024202 | 440000195153 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252333 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024203 | 440000195154 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252723 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024204 | 440000195155 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252352 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024205 | 440000195156 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252300 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024206 | 440000195157 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252367 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024207 | 440000195158 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604200004 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024208 | 440000195159 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252696 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024209 | 440000195160 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605113321 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024210 | 440000195161 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605113325 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024211 | 440000195162 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605113320 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024212 | 440000195163 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252545 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024213 | 440000195164 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605113332 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024214 | 440000195165 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252531 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024215 | 440000195166 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605113247 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024216 | 440000195167 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252614 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024217 | 440000195168 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604250237 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024218 | 440000195169 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605113316 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024219 | 440000195170 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605113249 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S17024220 | 440000195171 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605113709 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024221 | 440000195172 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604250236 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024222 | 440000195173 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605112604 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024223 | 440000195174 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605112630 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024224 | 440000195175 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605180512 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024225 | 440000195176 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605180546 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024226 | 440000195177 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604200337 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024227 | 440000195178 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604200755 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024228 | 440000195179 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604200332 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024229 | 440000195180 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604200331 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024230 | 440000195181 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252529 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024231 | 440000195182 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252530 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024232 | 440000195183 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252544 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024233 | 440000195184 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605180604 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024234 | 440000195185 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605180991 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024235 | 440000195186 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605180699 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024236 | 440000195187 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605180709 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024237 | 440000195188 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605180567 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024238 | 440000195189 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605181018 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024239 | 440000195190 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605180552 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024240 | 440000195191 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605180540 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024241 | 440000195192 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605180848 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024242 | 440000195193 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301605180121 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024243 | 440000195194 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252463 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024244 | 440000195195 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604252466 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024245 | 440000195196 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604200342 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024246 | 440000195197 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604200665 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024247 | 440000195198 | AP230 indoor plenum rated, 2 radio 3x3:3 | 2301604200346 | 1 | 12/5/2016 | 566.17 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (566.17) | - |
| S17024257 | 440000195208 | LENOVO M700 SFF DESKTOP | MJ04NK7P | 1 | 12/16/2016 | 634.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (634.00) | - |
| S17024265 | 440000195216 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP15Z42W | 1 | 12/16/2016 | 899.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17024271 | 440000195222 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP15Z9L9 | 1 | 12/16/2016 | 899.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17024274 | 440000195225 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP15ZAV2 | 1 | 12/16/2016 | 899.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17024278 | 440000195229 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP15YXS3 | 1 | 12/16/2016 | 899.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17024285 | 440000195236 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP15YZ7Z | 1 | 12/16/2016 | 899.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17024299 | 440000195250 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP15ZAUP | 1 | 12/16/2016 | 899.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17024312 | 440000195263 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP15Z9KQ | 1 | 12/16/2016 | 899.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17024314 | 440000195265 | LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP | MP15YW76 | 1 | 12/16/2016 | 899.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (899.00) | - |
| S17024333 | 440000195284 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJRA | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024337 | 440000195288 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJC5 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024359 | 440000195310 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJVE | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024391 | 440000195342 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJ7L | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024396 | 440000195347 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJ8E | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024405 | 440000195356 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JK0Z | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024406 | 440000195357 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJC8 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024709 | 440000195660 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JK37 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024681 | 440000195632 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJVQ | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024695 | 440000195646 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJHR | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024700 | 440000195651 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01KWBS | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024718 | 440000195669 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JK0A | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024703 | 440000195654 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JK2U | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024687 | 440000195638 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJZD | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024688 | 440000195639 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JK2R | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024699 | 440000195650 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JK2E | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024721 | 440000195672 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JK0C | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024611 | 440000195562 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJZX | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024440 | 440000195391 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJPK | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024763 | 440000195714 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJYV | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S19-05938 | 440000232010 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD050Z50 | 1 | 11/19/2018 | 239.00 | 044D | 2561 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S17024364 | 440000195315 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJEF | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024367 | 440000195318 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJ4B | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024716 | 440000195667 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JK1V | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024742 | 440000195693 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JK5V | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024509 | 440000195460 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJ4P | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024779 | 440000195730 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJF0 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024546 | 440000195497 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJ42 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S17024777 | 440000195728 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJ52 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024745 | 440000195696 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JK0K | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024788 | 440000195739 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JK62 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024707 | 440000195658 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJWV | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024798 | 440000195749 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJ8W | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024635 | 440000195586 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJYX | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024479 | 440000195430 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJEM | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S19-05947 | 440000232019 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD050ZK1 | 1 | 11/19/2018 | 239.00 | 044D | 2561 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S17024327 | 440000195278 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JHVA | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S19-05965 | 440000232037 | LAPTOP, LENOVO 300E (WNDWS), N3450 PROC | YD0510DF | 1 | 11/19/2018 | 239.00 | 044D | 2561 | 1/31/2026 | G | 7 | 5 | (239.00) | - |
| S17024727 | 440000195678 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJL2 | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024502 | 440000195453 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJEY | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17024783 | 440000195734 | LENOVO N23 LAPTOP + 3 YEAR WARRANTY | YD01JJ7H | 1 | 12/16/2016 | 264.00 | 044D | 2561 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| 16-03827 | 440000102759 | IPAD RETINA & MINI POWERSYNC TRAY | 201602085022Á | 1 | 5/25/2016 | 1,199.95 | 044A | 2561 | 1/31/2026 | T | 10 | 5 | (1,199.95) | - |
| 05-26966 | 560000000976 | PROJECTOR, EPSON LCD EMP-61 | F3HG461909F | 1 | 8/30/2004 | 1,154.23 | 056A | 2561 | 1/31/2026 | T | 21 | 6 | (1,154.23) | - |
| 05-52171 | 600000000594 | TELEVISION RECV/MONITOR 32" ZENITH | 502RMJF165404 | 1 | 5/18/2005 | 1,050.00 | 060A | 2561 | 1/31/2026 | T | 21 | 7 | (1,050.00) | - |
| 07-06334 | 140000000212 | ULTRA TK W/28 ASSEMBLY | 13302 | 1 | 12/18/2006 | 2,495.00 | 014A | 2561 | 1/31/2026 | T | 19 | 7 | (2,495.00) | - |
| 05-42930 | 440000027699 | PRINTER, LEXMARK T630N B/W LASER | 9923KV5 | 1 | 2/3/2005 | 1,205.00 | 044A | 3781 | 1/31/2026 | T | 21 | 5 | (1,205.00) | - |
| 05-85825 | 440000038339 | LASER PRINTER T630 | 99294XF | 1 | 6/14/2005 | 1,208.00 | 044A | 3781 | 1/31/2026 | T | 21 | 5 | (1,208.00) | - |
| 05-85827 | 440000038343 | LASER PRINTER T630 | 99294XH | 1 | 6/14/2005 | 1,208.00 | 044A | 3781 | 1/31/2026 | T | 21 | 5 | (1,208.00) | - |
| 05-85836 | 440000038358 | LASER PRINTER T630 | 99224H6 | 1 | 10/27/2004 | 1,208.00 | 044A | 3781 | 1/31/2026 | T | 21 | 5 | (1,208.00) | - |
| 05-85840 | 440000038366 | LASER PRINTER T630 | 99224M3 | 1 | 10/27/2004 | 1,208.00 | 044A | 3781 | 1/31/2026 | T | 21 | 5 | (1,208.00) | - |
| 05-85841 | 440000038367 | PRINTER T630 | 99224FR | 1 | 10/27/2004 | 1,394.00 | 044A | 3781 | 1/31/2026 | T | 21 | 5 | (1,394.00) | - |
| 05-85843 | 440000038371 | PRINTER, LEXMARK T630 | 9925H8R | 1 | 5/20/2005 | 1,394.00 | 044A | 3781 | 1/31/2026 | T | 21 | 5 | (1,394.00) | - |
| 05LL04737 | 440000152592 | Lexmark Refresh Printer-T640n | 7901ZXY | 1 | 6/17/2005 | 1,099.66 | 044A | 3781 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 05LL04742 | 440000152603 | Lexmark Refresh Printer-T640n | 7901ZXW | 1 | 6/17/2005 | 1,099.66 | 044A | 3781 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 05LL04745 | 440000152610 | Lexmark Refresh Printer-T640n | 790203H | 1 | 6/17/2005 | 1,099.66 | 044A | 3781 | 1/31/2026 | T | 21 | 5 | (1,099.66) | - |
| 07-83781 | 110000000401 | Promethean Board | C1004120488 | 1 | 4/30/2007 | 1,945.00 | 011A | 3781 | 1/31/2026 | T | 19 | 7 | (1,945.00) | - |
| 08-03534 | 440000016812 | PRINTER LEXMARK T640N B/W LASER | 7914YY5 | 1 | 10/1/2007 | 1,198.00 | 044A | 3781 | 1/31/2026 | T | 18 | 5 | (1,198.00) | - |
| 08-03537 | 440000016818 | PRINTER, LEXMARK T640N B/W LASER | 7914Z6W | 1 | 10/1/2007 | 1,198.00 | 044A | 3781 | 1/31/2026 | T | 18 | 5 | (1,198.00) | - |
| 08-03538 | 440000016820 | PRINTER LEXMARK T640N B/W LASER | 7914YYB | 1 | 10/1/2007 | 1,198.00 | 044A | 3781 | 1/31/2026 | T | 18 | 5 | (1,198.00) | - |
| 08-03544 | 440000016832 | PRINTER LEXMARK T640N B/W LASER | 7914Z6V | 1 | 10/1/2007 | 1,198.00 | 044A | 3781 | 1/31/2026 | T | 18 | 5 | (1,198.00) | - |
| 08-03545 | 440000016834 | PRINTER LEXMARK T640N B/W LASER | 7914Z6Z | 1 | 10/1/2007 | 1,198.00 | 044A | 3781 | 1/31/2026 | T | 18 | 5 | (1,198.00) | - |
| 08-03548 | 440000016840 | PRINTER LEXMARK T640N B/W LASER | 7913ZG0 | 1 | 10/1/2007 | 1,198.00 | 044A | 3781 | 1/31/2026 | T | 18 | 5 | (1,198.00) | - |
| 08-03552 | 440000016848 | PRINTER LEXMARK T640N B/W LASER | 7913ZGF | 1 | 10/1/2007 | 1,198.00 | 044A | 3781 | 1/31/2026 | T | 18 | 5 | (1,198.00) | - |
| 09-82132 | 110000002622 | ACTIVE BOARD | B0810150331 | 1 | 2/11/2009 | 1,477.00 | 011A | 3781 | 1/31/2026 | T | 17 | 7 | (1,477.00) | - |
| 09-82918 | 110000002876 | Promethean Board | C1004210279 | 1 | 10/1/2008 | 1,945.00 | 011A | 3781 | 1/31/2026 | T | 17 | 7 | (1,945.00) | - |
| 09-82919 | 110000002877 | Promethean Board | C1003080582 | 1 | 10/1/2008 | 1,945.00 | 011A | 3781 | 1/31/2026 | T | 17 | 7 | (1,945.00) | - |
| 09-82920 | 110000002878 | Promethean Board | C1004210274 | 1 | 10/1/2008 | 1,945.00 | 011A | 3781 | 1/31/2026 | T | 17 | 7 | (1,945.00) | - |
| 10-04388 | 110000003548 | AB378PUS ACTIVBOARD 378PRO 78 ACTIVEBOA | C1001080253 | 1 | 4/12/2010 | 1,169.00 | 011A | 3781 | 1/31/2026 | T | 16 | 7 | (1,169.00) | - |
| 10-80535 | 110000003733 | PROMETHEAN BOARD | C0909210127 | 1 | 10/26/2009 | 1,169.00 | 011A | 3781 | 1/31/2026 | T | 16 | 7 | (1,169.00) | - |
| 11-03697 | 560000001891 | PROJECTOR, EPSON POWERLITE 460 | MSAF0X0355L | 1 | 4/14/2011 | 1,163.00 | 056A | 3781 | 1/31/2026 | T | 15 | 6 | (1,163.00) | - |
| 11-81150 | 440000056887 | PRINTER, LEXMARK T640 | 7901528 | 1 | 12/1/2010 | 1,198.99 | 044A | 3781 | 1/31/2026 | T | 15 | 5 | (1,198.99) | - |
| 13-00995 | 440000173351 | Bretford mobility cart 30 | B121C00061 | 1 | 8/21/2012 | 1,709.95 | 044A | 3781 | 1/31/2026 | T | 13 | 5 | (1,709.95) | - |
| 13-03986 | 440000070346 | APPLE IMAC INTEL W/21.5" LED GLSY WDSCN | D25KD08VDNCR | 1 | 4/15/2013 | 1,479.00 | 044A | 3781 | 1/31/2026 | T | 13 | 5 | (1,479.00) | - |
| 14-03567 | 440000080702 | APPLE IMAC INTEL W/27" GLOSSY WIDESCREEN | D25LR002F8J4 | 1 | 1/14/2014 | 1,929.00 | 044A | 3781 | 1/31/2026 | T | 12 | 5 | (1,929.00) | - |
| 15-05303 | 440000094955 | LENOVO THINKPAD X NON TCH | PC051Z77 | 1 | 6/2/2015 | 1,705.00 | 044A | 3781 | 1/31/2026 | T | 11 | 5 | (1,705.00) | - |
| 16-01140 | 440000098540 | LAPTOP CART - EARTH WALK CART 30 USER | 50026 | 1 | 9/17/2015 | 1,339.00 | 044A | 3781 | 1/31/2026 | T | 10 | 5 | (1,339.00) | - |
| 17-03636 | 110000009621 | RECORDEX SIMPLICITY TOUCH 70IN BOARD | ST-700-008529 | 1 | 6/6/2017 | 4,498.00 | 011A | 3781 | 1/31/2026 | G | 9 | 7 | (4,498.00) | - |
| 17-03655 | 110000009640 | RECORDEX SIMPLICITY TOUCH 70IN BOARD | ST-700-008767 | 1 | 6/6/2017 | 4,498.00 | 011A | 3781 | 1/31/2026 | G | 9 | 7 | (4,498.00) | - |
| 17-03656 | 110000009641 | RECORDEX SIMPLICITY TOUCH 70IN BOARD | ST-700-008532 | 1 | 6/6/2017 | 4,498.00 | 011A | 3781 | 1/31/2026 | G | 9 | 7 | (4,498.00) | - |
| 17-03659 | 110000009644 | RECORDEX SIMPLICITY TOUCH 70IN BOARD | ST-700-008531 | 1 | 6/6/2017 | 4,498.00 | 011A | 3781 | 1/31/2026 | G | 9 | 7 | (4,498.00) | - |
| 18-00862 | 110000011125 | Recordex SimplicityTouch 70in HD interac | ST-700-010512 | 1 | 8/16/2017 | 4,498.00 | 011A | 3781 | 1/31/2026 | G | 8 | 7 | (4,498.00) | - |
| 21-25251 | 440000277394 | ThinkPad L14 Gen1 20U2S0NE00 | PF1SXY76 | 1 | 10/1/2020 | 503.50 | 044A | 3781 | 1/31/2026 | G | 5 | 5 | (503.50) | - |
| 21-25329 | 440000277472 | ThinkPad L14 Gen1 20U2S0NE00 | PF1SY8FW | 1 | 10/1/2020 | 503.50 | 044A | 3781 | 1/31/2026 | G | 5 | 5 | (503.50) | - |
| 21-26839 | 440000278982 | ThinkPad L14 Gen1 20U2S0NE00 | PF1T59K2 | 1 | 10/1/2020 | 503.50 | 044A | 3781 | 1/31/2026 | G | 5 | 5 | (503.50) | - |
| A11-81451 | 110000007980 | BOARD, PROMETHEAN | C1004230714 | 1 | 10/14/2010 | 1,039.00 | 011A | 3781 | 1/31/2026 | T | 15 | 7 | (1,039.00) | - |
| A15-80367 | 110000004770 | BOARD, PROMETHEAN | C1310240132 | 1 | 8/7/2014 | 1,039.00 | 011A | 3781 | 1/31/2026 | T | 11 | 7 | (1,039.00) | - |
| S17009515 | 440000182403 | LAPTOP CART-EARTH WALK CART (30 USER) | 56229 | 1 | 9/30/2016 | 1,339.00 | 044B | 3781 | 1/31/2026 | G | 9 | 5 | (1,339.00) | - |
| S17009521 | 440000182409 | LAPTOP CART-EARTH WALK CART (30 USER) | 55892 | 1 | 9/30/2016 | 1,339.00 | 044B | 3781 | 1/31/2026 | G | 9 | 5 | (1,339.00) | - |
| S17009545 | 440000182433 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MVG4 | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009547 | 440000182435 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MXHC | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009548 | 440000182436 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MVFT | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009549 | 440000182437 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MVFR | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009550 | 440000182438 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MXH3 | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S17009551 | 440000182439 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MXGQ | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009552 | 440000182440 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MXG8 | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009554 | 440000182442 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MZLP | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009556 | 440000182444 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12N1GW | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009557 | 440000182445 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12N1K8 | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009558 | 440000182446 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12N1J9 | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009560 | 440000182448 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MVEV | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009561 | 440000182449 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MVEJ | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009562 | 440000182450 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MVEF | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009563 | 440000182451 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP126DR9 | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009564 | 440000182452 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP126DR8 | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009565 | 440000182453 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP126DFZ | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009566 | 440000182454 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MXFT | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009567 | 440000182455 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MVHK | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009568 | 440000182456 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MXG5 | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009569 | 440000182457 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MXFW | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009570 | 440000182458 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MXGZ | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009571 | 440000182459 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MXGR | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009573 | 440000182461 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12N1JG | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009574 | 440000182462 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MXHH | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009576 | 440000182464 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12N1HL | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009577 | 440000182465 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MZHK | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009578 | 440000182466 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MXJB | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009579 | 440000182467 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12N1H7 | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009580 | 440000182468 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12N1GS | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009583 | 440000182471 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MZMT | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009584 | 440000182472 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MZMK | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009586 | 440000182474 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MZL7 | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009587 | 440000182475 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MZKY | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009588 | 440000182476 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MZKT | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009591 | 440000182479 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MVHS | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009593 | 440000182481 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MVGD | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009595 | 440000182483 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MVF6 | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009599 | 440000182487 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MXFE | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009600 | 440000182488 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MXF5 | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009601 | 440000182489 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MXEN | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009602 | 440000182490 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP126DFN | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009604 | 440000182492 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP126DFB | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009607 | 440000182495 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12N1LC | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009610 | 440000182498 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MZMR | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009611 | 440000182499 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MZMN | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009613 | 440000182501 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MZLZ | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009615 | 440000182503 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MZJH | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009616 | 440000182504 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MZJA | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009617 | 440000182505 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MZJ9 | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009620 | 440000182508 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MXHV | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009621 | 440000182509 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12N1JL | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009622 | 440000182510 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12N1JJ | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009623 | 440000182511 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP126DFD | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009624 | 440000182512 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12N1JD | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009628 | 440000182516 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12N1JH | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009629 | 440000182517 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12N1JC | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009630 | 440000182518 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12N1J7 | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009631 | 440000182519 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12N1HQ | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009633 | 440000182521 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12N1KK | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009634 | 440000182522 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MXJA | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009636 | 440000182524 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MVEL | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009639 | 440000182527 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MVE6 | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009640 | 440000182528 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MXHK | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009641 | 440000182529 | LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP | MP12MXGJ | 1 | 9/30/2016 | 935.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (935.00) | - |
| S17009642 | 440000182530 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1S1 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009643 | 440000182531 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1RY | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009644 | 440000182532 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1UV | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009645 | 440000182533 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1UU | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009646 | 440000182534 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1UQ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S17009647 | 440000182535 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1UN | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009648 | 440000182536 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1UM | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009649 | 440000182537 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1UL | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009650 | 440000182538 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1UK | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009651 | 440000182539 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1UH | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009652 | 440000182540 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1UA | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009654 | 440000182542 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1U1 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009655 | 440000182543 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1QR | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009656 | 440000182544 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVPR | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009657 | 440000182545 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVPP | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009658 | 440000182546 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1V2 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009659 | 440000182547 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1V0 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009660 | 440000182548 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1VD | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009661 | 440000182549 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1VB | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009662 | 440000182550 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1V6 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009663 | 440000182551 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1V4 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009664 | 440000182552 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVNN | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009665 | 440000182553 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVNC | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009666 | 440000182554 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVMU | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009667 | 440000182555 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1U0 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009668 | 440000182556 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1TX | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009669 | 440000182557 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1TV | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009670 | 440000182558 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1TS | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009671 | 440000182559 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1TR | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009673 | 440000182561 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1TH | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009674 | 440000182562 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1TG | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009675 | 440000182563 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1TD | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009677 | 440000182565 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1T5 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009678 | 440000182566 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1T3 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009679 | 440000182567 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1SZ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009680 | 440000182568 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1SX | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009681 | 440000182569 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1SV | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009682 | 440000182570 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1ST | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009683 | 440000182571 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1SQ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009684 | 440000182572 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1SP | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009685 | 440000182573 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1SL | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009686 | 440000182574 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1SC | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009687 | 440000182575 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1S3 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009688 | 440000182576 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV5P | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009689 | 440000182577 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVP5 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009690 | 440000182578 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV4B | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009691 | 440000182579 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W23T | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009692 | 440000182580 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1VV | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009693 | 440000182581 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1VL | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009694 | 440000182582 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVMP | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009695 | 440000182583 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVLD | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009696 | 440000182584 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVL7 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009697 | 440000182585 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVK2 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009698 | 440000182586 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV6Q | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009699 | 440000182587 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR058MAW | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009700 | 440000182588 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR058N6M | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009701 | 440000182589 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR058N61 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009702 | 440000182590 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR058RZN | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009704 | 440000182592 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR058NA2 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009705 | 440000182593 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR058N7C | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009706 | 440000182594 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVHM | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009707 | 440000182595 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVHL | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009708 | 440000182596 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVHK | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009710 | 440000182598 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVHF | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009711 | 440000182599 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVHB | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009712 | 440000182600 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVH9 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009713 | 440000182601 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVKK | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009714 | 440000182602 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVK8 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009715 | 440000182603 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVJZ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009716 | 440000182604 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVJU | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S17009717 | 440000182605 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVJT | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009718 | 440000182606 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1Z1 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009720 | 440000182608 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVXW | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009722 | 440000182610 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1ZK | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009723 | 440000182611 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW0Z | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009725 | 440000182613 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW1V | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009726 | 440000182614 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW2H | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009727 | 440000182615 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW4Y | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009728 | 440000182616 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1PL | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009729 | 440000182617 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1NW | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009731 | 440000182619 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVL2 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009732 | 440000182620 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVP8 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009733 | 440000182621 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVN6 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009734 | 440000182622 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVMB | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009735 | 440000182623 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVLG | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009738 | 440000182626 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVQ7 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009739 | 440000182627 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1Y3 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009740 | 440000182628 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1Y1 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009742 | 440000182630 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1WB | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009743 | 440000182631 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1VN | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009748 | 440000182636 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1U2 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009749 | 440000182637 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1T2 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009750 | 440000182638 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1SS | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009751 | 440000182639 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1S7 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009752 | 440000182640 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1S0 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009754 | 440000182642 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1RJ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009755 | 440000182643 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1RB | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009756 | 440000182644 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR061BUG | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009759 | 440000182647 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1PU | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009760 | 440000182648 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1PR | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009761 | 440000182649 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1PF | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009763 | 440000182651 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1P1 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009764 | 440000182652 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1NM | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009765 | 440000182653 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW6Q | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009766 | 440000182654 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW6P | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009767 | 440000182655 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW3W | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009768 | 440000182656 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW3V | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009769 | 440000182657 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW3A | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009770 | 440000182658 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVQ4 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009771 | 440000182659 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVPM | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009773 | 440000182661 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVNZ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009774 | 440000182662 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVNW | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009775 | 440000182663 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVNU | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009776 | 440000182664 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVMD | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009777 | 440000182665 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVLM | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009778 | 440000182666 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV43 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009779 | 440000182667 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV3W | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009780 | 440000182668 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV3V | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009781 | 440000182669 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1VP | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009782 | 440000182670 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1VA | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009783 | 440000182671 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1V1 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009784 | 440000182672 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1UZ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009785 | 440000182673 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1UP | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009786 | 440000182674 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1U9 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009787 | 440000182675 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1TZ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009788 | 440000182676 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1TK | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009789 | 440000182677 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1S2 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009790 | 440000182678 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1R2 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009792 | 440000182680 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW63 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009793 | 440000182681 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW5V | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009795 | 440000182683 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW5M | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009796 | 440000182684 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW5H | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009797 | 440000182685 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW5B | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009798 | 440000182686 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW4F | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009799 | 440000182687 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW43 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S17009800 | 440000182688 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW3Y | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009802 | 440000182690 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW2N | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009803 | 440000182691 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW1Z | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009804 | 440000182692 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW14 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009805 | 440000182693 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW12 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009806 | 440000182694 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW0N | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009807 | 440000182695 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW09 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009808 | 440000182696 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW03 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009809 | 440000182697 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVZM | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009810 | 440000182698 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVZA | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009811 | 440000182699 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVYN | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009812 | 440000182700 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVY2 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009813 | 440000182701 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1WF | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009815 | 440000182703 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1WC | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009817 | 440000182705 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1WQ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009818 | 440000182706 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1WM | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009819 | 440000182707 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV3P | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009820 | 440000182708 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV3G | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009821 | 440000182709 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1YN | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009822 | 440000182710 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR058XAT | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009823 | 440000182711 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV3M | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009824 | 440000182712 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR058NGA | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009825 | 440000182713 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05AGRN | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009826 | 440000182714 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR058XD8 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009827 | 440000182715 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR058XBZ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009828 | 440000182716 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR058NAM | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009829 | 440000182717 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR058X4Y | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009830 | 440000182718 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR058WZC | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009831 | 440000182719 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR058WW8 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009832 | 440000182720 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR058WV5 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009833 | 440000182721 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR058S5N | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009834 | 440000182722 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1W2 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009835 | 440000182723 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1W1 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009836 | 440000182724 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1W0 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009837 | 440000182725 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVXF | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009838 | 440000182726 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVX9 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009839 | 440000182727 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVWU | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009840 | 440000182728 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVWN | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009841 | 440000182729 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVWE | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009842 | 440000182730 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVWC | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009843 | 440000182731 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV5R | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009844 | 440000182732 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV57 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009845 | 440000182733 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV51 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009846 | 440000182734 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV47 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009847 | 440000182735 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV45 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009848 | 440000182736 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1YV | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009849 | 440000182737 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1YK | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009850 | 440000182738 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W23F | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009851 | 440000182739 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W277 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009852 | 440000182740 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1YC | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009853 | 440000182741 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W236 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009854 | 440000182742 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W20Q | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009855 | 440000182743 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W20P | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009856 | 440000182744 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W20M | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009857 | 440000182745 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W20G | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009858 | 440000182746 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W20B | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009859 | 440000182747 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W209 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009860 | 440000182748 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W204 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009861 | 440000182749 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W201 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009862 | 440000182750 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1ZU | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009863 | 440000182751 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1ZT | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009864 | 440000182752 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1ZR | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009866 | 440000182754 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W23D | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009867 | 440000182755 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W23A | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009868 | 440000182756 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W239 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S17009869 | 440000182757 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W238 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009870 | 440000182758 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR0623F4 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009871 | 440000182759 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVVA | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009873 | 440000182761 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVMV | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009874 | 440000182762 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVVQ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009875 | 440000182763 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVVK | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009876 | 440000182764 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVVG | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009877 | 440000182765 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W24C | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009878 | 440000182766 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W248 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009879 | 440000182767 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W247 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009880 | 440000182768 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W243 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009882 | 440000182770 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W240 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009883 | 440000182771 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W276 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009884 | 440000182772 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W23W | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009885 | 440000182773 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W22X | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009886 | 440000182774 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W22W | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009887 | 440000182775 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W22V | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009888 | 440000182776 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W22R | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009889 | 440000182777 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W22P | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009890 | 440000182778 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV5B | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009891 | 440000182779 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV5A | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009892 | 440000182780 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV55 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009893 | 440000182781 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV52 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009894 | 440000182782 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV50 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009895 | 440000182783 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV4Z | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009896 | 440000182784 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV4Y | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009897 | 440000182785 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV4R | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009898 | 440000182786 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV4N | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009899 | 440000182787 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV4L | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009900 | 440000182788 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV4H | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009901 | 440000182789 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV4C | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009902 | 440000182790 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV46 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009903 | 440000182791 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVXX | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009904 | 440000182792 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVWZ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009905 | 440000182793 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVWX | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009906 | 440000182794 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR0623GW | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009908 | 440000182796 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVVY | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009909 | 440000182797 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVVJ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009911 | 440000182799 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVV0 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009912 | 440000182800 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVUT | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009913 | 440000182801 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVUK | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009914 | 440000182802 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVUH | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009915 | 440000182803 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVUD | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009916 | 440000182804 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVUB | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009918 | 440000182806 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVTT | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009919 | 440000182807 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVT4 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009920 | 440000182808 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVT1 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009921 | 440000182809 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVSU | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009922 | 440000182810 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVST | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009923 | 440000182811 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVSR | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009924 | 440000182812 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR058MAC | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009925 | 440000182813 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR058M1X | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009926 | 440000182814 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVGV | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009927 | 440000182815 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVGR | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009928 | 440000182816 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVGM | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009930 | 440000182818 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVGJ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009931 | 440000182819 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVG7 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009932 | 440000182820 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVG4 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009933 | 440000182821 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV6L | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009934 | 440000182822 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1X9 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009935 | 440000182823 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1X7 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009936 | 440000182824 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1X1 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009937 | 440000182825 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1WW | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009938 | 440000182826 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1WV | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009939 | 440000182827 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVSM | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S17009940 | 440000182828 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVS9 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009941 | 440000182829 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVRZ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009942 | 440000182830 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVRS | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009943 | 440000182831 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVQP | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009944 | 440000182832 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVQH | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009945 | 440000182833 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVP4 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009946 | 440000182834 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVNR | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009947 | 440000182835 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVNP | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009948 | 440000182836 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVNG | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009949 | 440000182837 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVNF | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009950 | 440000182838 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVN8 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009951 | 440000182839 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVN4 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009952 | 440000182840 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVN3 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009953 | 440000182841 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVN0 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009954 | 440000182842 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW2M | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009955 | 440000182843 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW2E | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009956 | 440000182844 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW2D | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009957 | 440000182845 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW29 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009959 | 440000182847 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW25 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009960 | 440000182848 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW23 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009961 | 440000182849 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW21 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009962 | 440000182850 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1P6 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009963 | 440000182851 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W25D | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009964 | 440000182852 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1WN | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009965 | 440000182853 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1UD | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009966 | 440000182854 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1TU | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009967 | 440000182855 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW61 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009968 | 440000182856 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW3U | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009969 | 440000182857 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW22 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009970 | 440000182858 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW0X | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009972 | 440000182860 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVZP | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009973 | 440000182861 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVYV | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009974 | 440000182862 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVYR | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009975 | 440000182863 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVYP | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009976 | 440000182864 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVYM | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009977 | 440000182865 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVY7 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009978 | 440000182866 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVX1 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009979 | 440000182867 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVWY | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009980 | 440000182868 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR0623H6 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009981 | 440000182869 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVUE | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009982 | 440000182870 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVU6 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009983 | 440000182871 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR0623G7 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009984 | 440000182872 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVTZ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009985 | 440000182873 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVTR | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009987 | 440000182875 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVTJ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009988 | 440000182876 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVT9 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009989 | 440000182877 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVT8 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009990 | 440000182878 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVSY | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009991 | 440000182879 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVRP | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009992 | 440000182880 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVQR | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009995 | 440000182883 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVQD | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009996 | 440000182884 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVQ9 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009997 | 440000182885 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVUY | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17009999 | 440000182887 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVUS | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010001 | 440000182889 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVUP | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010002 | 440000182890 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVUN | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010003 | 440000182891 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVUM | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010005 | 440000182893 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVW9 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010006 | 440000182894 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVVZ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010007 | 440000182895 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVVP | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010008 | 440000182896 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVVM | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010009 | 440000182897 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVVE | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010010 | 440000182898 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVVB | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010011 | 440000182899 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVV7 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010012 | 440000182900 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVV5 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S17010013 | 440000182901 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVWJ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010014 | 440000182902 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVWM | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010015 | 440000182903 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W278 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010016 | 440000182904 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W27B | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010017 | 440000182905 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W26C | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010018 | 440000182906 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W27F | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010019 | 440000182907 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W27E | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010020 | 440000182908 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W27C | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010021 | 440000182909 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV5G | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010022 | 440000182910 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV41 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010023 | 440000182911 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV3S | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010024 | 440000182912 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV3D | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010025 | 440000182913 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W274 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010026 | 440000182914 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W273 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010027 | 440000182915 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W26G | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010029 | 440000182917 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W27K | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010030 | 440000182918 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W27H | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010031 | 440000182919 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVXM | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010032 | 440000182920 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVXJ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010033 | 440000182921 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVKF | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010034 | 440000182922 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVK0 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010035 | 440000182923 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVJL | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010036 | 440000182924 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVJ8 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010037 | 440000182925 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVHN | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010038 | 440000182926 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVHH | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010040 | 440000182928 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVGD | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010042 | 440000182930 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV6T | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010043 | 440000182931 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV5K | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010044 | 440000182932 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W270 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010045 | 440000182933 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W26Y | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010046 | 440000182934 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W26X | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010047 | 440000182935 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W26S | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010048 | 440000182936 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W26Q | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010049 | 440000182937 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W26P | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010050 | 440000182938 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W25P | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010051 | 440000182939 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W24P | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010052 | 440000182940 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W24H | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010053 | 440000182941 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W24G | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010054 | 440000182942 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVZU | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010056 | 440000182944 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVZJ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010057 | 440000182945 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVWP | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010058 | 440000182946 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVVN | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010059 | 440000182947 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVV8 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010060 | 440000182948 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVUQ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010061 | 440000182949 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVU9 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010063 | 440000182951 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVR2 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010064 | 440000182952 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVQZ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010065 | 440000182953 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVQT | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010066 | 440000182954 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVP9 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010067 | 440000182955 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVM7 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010068 | 440000182956 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVLX | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010069 | 440000182957 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVLF | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010070 | 440000182958 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVL8 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010071 | 440000182959 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVKB | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010073 | 440000182961 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVGK | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010074 | 440000182962 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVGG | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010076 | 440000182964 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVG9 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010077 | 440000182965 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVG8 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010078 | 440000182966 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV6U | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010079 | 440000182967 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV6M | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010080 | 440000182968 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV6J | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010081 | 440000182969 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVJH | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010082 | 440000182970 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVJF | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010084 | 440000182972 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVJ2 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010085 | 440000182973 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVHX | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S17010086 | 440000182974 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVHW | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010088 | 440000182976 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVHT | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010089 | 440000182977 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVHP | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010090 | 440000182978 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVUZ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010092 | 440000182980 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVTD | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010093 | 440000182981 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVVX | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010094 | 440000182982 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVVT | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010095 | 440000182983 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR0623E0 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010096 | 440000182984 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W27V | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010097 | 440000182985 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W27U | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010098 | 440000182986 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W27R | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010099 | 440000182987 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W27N | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010100 | 440000182988 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVM9 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010101 | 440000182989 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVLV | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010102 | 440000182990 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVLT | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010103 | 440000182991 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVLQ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010106 | 440000182994 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVL9 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010107 | 440000182995 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVKS | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010108 | 440000182996 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVMK | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010109 | 440000182997 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR061B7K | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010110 | 440000182998 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVMQ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010111 | 440000182999 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1YR | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010112 | 440000183000 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1YQ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010113 | 440000183001 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1YG | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010114 | 440000183002 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1Y8 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010115 | 440000183003 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1Y0 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010116 | 440000183004 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1XZ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010117 | 440000183005 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1WX | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010118 | 440000183006 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1ZH | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010119 | 440000183007 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W253 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010120 | 440000183008 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W252 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010122 | 440000183010 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W250 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010123 | 440000183011 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W24X | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010124 | 440000183012 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W24W | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010125 | 440000183013 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W24T | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010126 | 440000183014 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W24S | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010127 | 440000183015 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W24R | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010128 | 440000183016 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W24N | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010130 | 440000183018 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W24K | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010131 | 440000183019 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W24J | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010132 | 440000183020 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W24B | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010133 | 440000183021 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W246 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010135 | 440000183023 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W23X | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010136 | 440000183024 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W23V | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010137 | 440000183025 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W23U | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010138 | 440000183026 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W23S | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010139 | 440000183027 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W23R | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010140 | 440000183028 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W23N | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010141 | 440000183029 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W23L | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010142 | 440000183030 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W23J | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010143 | 440000183031 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1YJ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010144 | 440000183032 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1YF | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010145 | 440000183033 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1YD | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010146 | 440000183034 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1ZA | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010147 | 440000183035 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1YZ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010148 | 440000183036 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W237 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010150 | 440000183038 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W22Y | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010151 | 440000183039 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W22L | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010153 | 440000183041 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W203 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010154 | 440000183042 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1ZZ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010155 | 440000183043 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1ZV | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010156 | 440000183044 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1ZQ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010158 | 440000183046 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVKN | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010159 | 440000183047 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV6H | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010160 | 440000183048 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV6G | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S17010161 | 440000183049 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV6F | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010162 | 440000183050 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV6C | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010163 | 440000183051 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV6B | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010164 | 440000183052 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV69 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010165 | 440000183053 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV68 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010166 | 440000183054 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV66 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010167 | 440000183055 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV65 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010168 | 440000183056 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV61 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010169 | 440000183057 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV5Y | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010170 | 440000183058 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV5X | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010171 | 440000183059 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV5W | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010172 | 440000183060 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV5V | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010173 | 440000183061 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV5F | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010174 | 440000183062 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV5D | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010175 | 440000183063 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV5C | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010176 | 440000183064 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1XK | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010177 | 440000183065 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1XJ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010179 | 440000183067 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1XF | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010180 | 440000183068 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W25K | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010181 | 440000183069 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W25G | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010182 | 440000183070 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W259 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010183 | 440000183071 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W257 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010184 | 440000183072 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W256 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010185 | 440000183073 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W255 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010186 | 440000183074 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W254 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010187 | 440000183075 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVH4 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010188 | 440000183076 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVH2 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010189 | 440000183077 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVH1 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010190 | 440000183078 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVGY | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010191 | 440000183079 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1VT | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010192 | 440000183080 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1VK | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010193 | 440000183081 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1VJ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010194 | 440000183082 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1VH | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010196 | 440000183084 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1TC | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010197 | 440000183085 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1T9 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010198 | 440000183086 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1SB | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010199 | 440000183087 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1S9 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010200 | 440000183088 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1RU | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010201 | 440000183089 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1Q4 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010202 | 440000183090 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1PC | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010203 | 440000183091 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1P9 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010204 | 440000183092 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW6A | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010205 | 440000183093 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW5L | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010206 | 440000183094 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW5K | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010207 | 440000183095 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW5F | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010208 | 440000183096 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW5C | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010209 | 440000183097 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW5A | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010210 | 440000183098 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW52 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010212 | 440000183100 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW4U | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010213 | 440000183101 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW49 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010215 | 440000183103 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW3T | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010216 | 440000183104 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW3C | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010217 | 440000183105 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW34 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010218 | 440000183106 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW2A | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010220 | 440000183108 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW1H | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010221 | 440000183109 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW1E | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010223 | 440000183111 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW0K | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010224 | 440000183112 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1VM | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010225 | 440000183113 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1V5 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010226 | 440000183114 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1U4 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010227 | 440000183115 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1TY | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010228 | 440000183116 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1TQ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010229 | 440000183117 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1TM | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010230 | 440000183118 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1T0 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010232 | 440000183120 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1SU | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S17010233 | 440000183121 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1RP | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010234 | 440000183122 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1RM | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010235 | 440000183123 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1R7 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010236 | 440000183124 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1PY | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010238 | 440000183126 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW5T | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010239 | 440000183127 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW5G | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010240 | 440000183128 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW4N | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010241 | 440000183129 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW3J | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010242 | 440000183130 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW33 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010243 | 440000183131 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW2B | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010244 | 440000183132 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW24 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010245 | 440000183133 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW1T | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010246 | 440000183134 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW1S | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010247 | 440000183135 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVZV | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010249 | 440000183137 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVRK | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010250 | 440000183138 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1Z7 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010252 | 440000183140 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1RR | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010253 | 440000183141 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1RQ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010254 | 440000183142 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1RN | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010255 | 440000183143 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1RG | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010256 | 440000183144 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1R9 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010258 | 440000183146 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1R4 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010259 | 440000183147 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVUG | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010261 | 440000183149 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVRG | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010262 | 440000183150 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVPV | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010263 | 440000183151 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW1L | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010264 | 440000183152 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW1C | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010265 | 440000183153 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW19 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010266 | 440000183154 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW17 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010267 | 440000183155 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW10 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010268 | 440000183156 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW0S | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010269 | 440000183157 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW04 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010270 | 440000183158 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW01 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010271 | 440000183159 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVZC | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010272 | 440000183160 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVZ0 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010273 | 440000183161 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVYK | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010274 | 440000183162 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVY9 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010275 | 440000183163 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVW0 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010276 | 440000183164 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR0623H2 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010277 | 440000183165 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVV6 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010278 | 440000183166 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVUL | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010279 | 440000183167 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W25X | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010280 | 440000183168 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W25W | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010281 | 440000183169 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W25V | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010282 | 440000183170 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W25T | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010285 | 440000183173 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VW20 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010288 | 440000183176 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVVS | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010289 | 440000183177 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVVR | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010290 | 440000183178 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVWA | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010291 | 440000183179 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVW2 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010292 | 440000183180 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1WS | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010293 | 440000183181 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVKC | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010294 | 440000183182 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVH6 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010295 | 440000183183 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VVGH | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010296 | 440000183184 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV5L | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010297 | 440000183185 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV56 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010298 | 440000183186 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV4V | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010299 | 440000183187 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV44 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010300 | 440000183188 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05VV3X | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010302 | 440000183190 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W287 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010303 | 440000183191 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W281 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010304 | 440000183192 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W234 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010305 | 440000183193 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W23H | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010306 | 440000183194 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W235 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010307 | 440000183195 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W26N | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S17010308 | 440000183196 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W26M | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010309 | 440000183197 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W26K | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010310 | 440000183198 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W26J | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010311 | 440000183199 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W26F | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010312 | 440000183200 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W26E | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010313 | 440000183201 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W26A | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010314 | 440000183202 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W268 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010316 | 440000183204 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W264 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010317 | 440000183205 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR0623F7 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010318 | 440000183206 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W261 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010320 | 440000183208 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W25Z | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010321 | 440000183209 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1Y4 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010322 | 440000183210 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1XX | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010323 | 440000183211 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1XT | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010324 | 440000183212 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1XR | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010325 | 440000183213 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1XP | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010326 | 440000183214 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1XM | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010327 | 440000183215 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1XD | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010328 | 440000183216 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1X6 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010329 | 440000183217 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1X0 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010330 | 440000183218 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1WZ | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010331 | 440000183219 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1WR | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010332 | 440000183220 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1WP | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010333 | 440000183221 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1WG | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010334 | 440000183222 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1WE | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010335 | 440000183223 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1W5 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| S17010336 | 440000183224 | LENOVO 11E YOGA (TOUCH) LAPTOP | LR05W1W4 | 1 | 9/30/2016 | 264.00 | 044D | 3781 | 1/31/2026 | G | 9 | 5 | (264.00) | - |
| 21-29393 | 440000281536 | ThinkPad L14 Gen1 20U2S0NF00 | PF1TAJYX | 1 | 10/1/2020 | 478.50 | 044A | 3781 | 1/31/2026 | G | 5 | 5 | (478.50) | - |
| A01-80442 | 180000000589 | MIXER, PLASTER & MORTAR | 1352000/27495 | 1 | 12/21/2000 | 1,810.00 | 018A | 9604 | 1/31/2026 | T | 25 | 7 | (1,810.00) | - |
| 09-03324 | 440000033411 | LAPTOP, APPLE MACBOOK | W88240SQ0P4 | 1 | 8/4/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03336 | 440000033426 | LAPTOP, APPLE MACBOOK | W88240SR0P4 | 1 | 8/4/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03348 | 440000033445 | LAPTOP, APPLE MACBOOK | W88240SU0P4 | 1 | 8/4/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03360 | 440000033465 | LAPTOP, APPLE MACBOOK | W88240SV0P4 | 1 | 8/4/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03372 | 440000033479 | LAPTOP, APPLE MACBOOK | W88240SW0P4 | 1 | 8/4/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03382 | 440000033493 | LAPTOP, APPLE MACBOOK | W88240X30P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-03384 | 440000033497 | LAPTOP, APPLE MACBOOK | W88240SX0P4 | 1 | 8/4/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03394 | 440000033512 | LAPTOP, APPLE MACBOOK | W88240X40P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-03408 | 440000033534 | LAPTOP, APPLE MACBOOK | W88240T00P4 | 1 | 8/4/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03420 | 440000033556 | LAPTOP, APPLE MACBOOK | W88240T10P4 | 1 | 8/4/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 08-08187 | 440000021741 | APPLE DESKTOP IMAC INTEL W/20" FLAT PANEL | W8748B56X85 | 1 | 2/13/2008 | 1,509.00 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,509.00) | - |
| 08-08188 | 440000021743 | APPLE DESKTOP IMAC INTEL W/20" FLAT PANEL | W8748B7YX85 | 1 | 2/13/2008 | 1,509.00 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,509.00) | - |
| 08-08195 | 440000021757 | APPLE DESKTOP IMAC INTEL W/20" FLAT PANEL | W8748C72X85 | 1 | 2/13/2008 | 1,509.00 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,509.00) | - |
| 08-08202 | 440000021763 | APPLE DESKTOP IMAC INTEL W/20" FLAT PANEL | W8748E2VX85 | 1 | 2/14/2008 | 1,509.00 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,509.00) | - |
| 09-00801 | 440000031279 | LAPTOP, APPLE MACBOOK | W882409B0P4 | 1 | 7/31/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-03276 | 440000033328 | LAPTOP, APPLE MACBOOK | W88240SL0P4 | 1 | 8/4/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03288 | 440000033344 | LAPTOP, APPLE MACBOOK | W88240SM0P4 | 1 | 8/4/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03298 | 440000033362 | LAPTOP, APPLE MACBOOK | W88240WT0P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-03300 | 440000033366 | LAPTOP, APPLE MACBOOK | W88240SN0P4 | 1 | 8/4/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03312 | 440000033388 | LAPTOP, APPLE MACBOOK | W88240SP0P4 | 1 | 8/4/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03432 | 440000033573 | LAPTOP, APPLE MACBOOK | W88240T20P4 | 1 | 8/4/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03468 | 440000033636 | LAPTOP, APPLE MACBOOK | W88240T60P4 | 1 | 8/4/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03480 | 440000033653 | LAPTOP, APPLE MACBOOK | W88240T80P4 | 1 | 8/4/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03492 | 440000033673 | LAPTOP, APPLE MACBOOK | W88240TA0P4 | 1 | 8/4/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03504 | 440000033688 | LAPTOP, APPLE MACBOOK | W88240TB0P4 | 1 | 8/4/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03516 | 440000033708 | LAPTOP, APPLE MACBOOK | W88240TC0P4 | 1 | 8/4/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03540 | 440000033746 | LAPTOP, APPLE MACBOOK | W88240TF0P4 | 1 | 8/4/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03552 | 440000033767 | LAPTOP, APPLE MACBOOK | W88240TH0P4 | 1 | 8/4/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03564 | 440000033791 | LAPTOP, APPLE MACBOOK | W88240VJ0P4 | 1 | 8/4/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03605 | 440000033832 | APPLE IMAC INTEL W/20" FLAT PANEL | QP8261D52PN | 1 | 8/12/2008 | 1,469.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.00) | - |
| 09-03812 | 440000034010 | IMAC 17" DESKTOP WORKSTATION | W88171HW289 | 1 | 8/28/2008 | 1,120.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,120.00) | - |
| 09-03816 | 440000034016 | IMAC 20" DESKTOP WORKSTATION | QP8240DQZE5 | 1 | 8/28/2008 | 1,469.70 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.70) | - |
| 09-03817 | 440000034018 | IMAC 20" DESKTOP WORKSTATION | QP82406ZZE5 | 1 | 8/28/2008 | 1,469.70 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.70) | - |
| 09-03818 | 440000034019 | IMAC 20" DESKTOP WORKSTATION | QP82312HZE5 | 1 | 8/28/2008 | 1,469.70 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.70) | - |
| 09-03822 | 440000034025 | IMAC 20" DESKTOP WORKSTATION | QP82415BZE5 | 1 | 8/28/2008 | 1,469.70 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.70) | - |
| 09-03829 | 440000034037 | IMAC 20" DESKTOP WORKSTATION | QP824167ZE5 | 1 | 8/28/2008 | 1,469.70 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.70) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 09-03840 | 440000034059 | IMAC 20" DESKTOP WORKSTATION | QP824180ZE5 | 1 | 8/28/2008 | 1,469.70 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.70) | - |
| 09-03845 | 440000034069 | IMAC 20" DESKTOP WORKSTATION | QP8241DNZE5 | 1 | 8/28/2008 | 1,469.70 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.70) | - |
| 09-03846 | 440000034071 | IMAC 20" DESKTOP WORKSTATION | QP8241DZZE5 | 1 | 8/28/2008 | 1,469.70 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.70) | - |
| 09-03848 | 440000034074 | IMAC 20" DESKTOP WORKSTATION | QP8241KJZE5 | 1 | 8/28/2008 | 1,469.70 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.70) | - |
| 09-03851 | 440000034080 | IMAC 20" DESKTOP WORKSTATION | QP8241M3ZE5 | 1 | 8/28/2008 | 1,469.70 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.70) | - |
| 09-03853 | 440000034084 | IMAC 20" DESKTOP WORKSTATION | QP8241Q2ZE5 | 1 | 8/28/2008 | 1,469.70 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.70) | - |
| 09-03862 | 440000034101 | IMAC 20" DESKTOP WORKSTATION | QP8241SFZE5 | 1 | 8/28/2008 | 1,469.70 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.70) | - |
| 09-03865 | 440000034106 | IMAC 20" DESKTOP WORKSTATION | QP82414AZE5 | 1 | 8/28/2008 | 1,469.70 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.70) | - |
| 09-06271 | 440000036088 | LAPTOP, APPLE MACBOOK | W88256G00P4 | 1 | 10/13/2008 | 1,645.18 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,645.18) | - |
| 09-06275 | 440000036092 | LAPTOP, APPLE MACBOOK | W88256HM0P4 | 1 | 10/13/2008 | 1,645.18 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,645.18) | - |
| 09-06277 | 440000036094 | LAPTOP, APPLE MACBOOK | W88256J20P4 | 1 | 10/13/2008 | 1,645.18 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,645.18) | - |
| 09-06279 | 440000036096 | LAPTOP, APPLE MACBOOK | W88256JP0P4 | 1 | 10/13/2008 | 1,645.18 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,645.18) | - |
| 09-06281 | 440000036098 | LAPTOP, APPLE MACBOOK | W88256KL0P4 | 1 | 10/13/2008 | 1,645.18 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,645.18) | - |
| 09-06283 | 440000036100 | LAPTOP, APPLE MACBOOK | W88256KT0P4 | 1 | 10/13/2008 | 1,645.18 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,645.18) | - |
| 09-06285 | 440000036102 | LAPTOP, APPLE MACBOOK | W88256LU0P4 | 1 | 10/13/2008 | 1,645.18 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,645.18) | - |
| 09-06287 | 440000036104 | LAPTOP, APPLE MACBOOK | W88256LX0P4 | 1 | 10/13/2008 | 1,645.18 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,645.18) | - |
| 09-06289 | 440000036106 | LAPTOP, APPLE MACBOOK | W882570E0P4 | 1 | 10/13/2008 | 1,645.18 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,645.18) | - |
| 09-06291 | 440000036108 | LAPTOP, APPLE MACBOOK | W882572F0P4 | 1 | 10/13/2008 | 1,645.18 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,645.18) | - |
| 09-06293 | 440000036110 | LAPTOP, APPLE MACBOOK | W88257700P4 | 1 | 10/13/2008 | 1,645.18 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,645.18) | - |
| 09-06295 | 440000036112 | LAPTOP, APPLE MACBOOK | W882577U0P4 | 1 | 10/13/2008 | 1,645.18 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,645.18) | - |
| 09-06297 | 440000036114 | LAPTOP, APPLE MACBOOK | W88257V30P4 | 1 | 10/13/2008 | 1,645.18 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,645.18) | - |
| 09-06905 | 440000036376 | DELL OPTIPLEX 755 W/20" FLAT PAN/DVD+/-RW | 4BSJTG1 | 1 | 10/23/2008 | 1,166.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,166.00) | - |
| 09-08565 | 440000037441 | IMAC 20" DESKTOP WORKSTATION | QP823128ZE5 | 1 | 12/1/2008 | 1,469.70 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.70) | - |
| 09-08567 | 440000037445 | IMAC 20" DESKTOP WORKSTATION | QP8241G1ZE5 | 1 | 12/1/2008 | 1,469.70 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.70) | - |
| 09-08570 | 440000037451 | IMAC 20" DESKTOP WORKSTATION | QP8241UMZE5 | 1 | 12/1/2008 | 1,469.70 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.70) | - |
| 09-08571 | 440000037453 | IMAC 20" DESKTOP WORKSTATION | QP8241V1ZE5 | 1 | 12/1/2008 | 1,469.70 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.70) | - |
| 09-08573 | 440000037455 | IMAC 20" DESKTOP WORKSTATION | QP8241Q4ZE5 | 1 | 12/1/2008 | 1,469.70 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.70) | - |
| 09-08574 | 440000037456 | IMAC 20" DESKTOP WORKSTATION | QP8241PQZE5 | 1 | 12/1/2008 | 1,469.70 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.70) | - |
| 09-08578 | 440000037460 | IMAC 20" DESKTOP WORKSTATION | QP8241PYZE5 | 1 | 12/1/2008 | 1,469.70 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.70) | - |
| 09-08584 | 440000037466 | IMAC 20" DESKTOP WORKSTATION | QP8241TGZE5 | 1 | 12/1/2008 | 1,469.70 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.70) | - |
| 09-09606 | 440000038297 | APPLE DESKTOP, IMAC INTEL W/20" FLAT PANEL | QP8410032PN | 1 | 1/5/2009 | 1,509.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.00) | - |
| 13-01019 | 440000065131 | APPLE IMAC 27-INCH, QUAD-CORE | D25HN002DY6F | 1 | 8/20/2012 | 2,315.23 | 044A | 3971 | 1/31/2026 | T | 13 | 5 | (2,315.23) | - |
| 13-04279 | 440000173532 | APPLE IMAC INTEL W/21.5" UPGRADED LED | D25KD05LFFYV | 1 | 4/22/2013 | 1,270.88 | 044A | 3971 | 1/31/2026 | T | 13 | 5 | (1,270.88) | - |
| 13-04277 | 440000173530 | APPLE IMAC INTEL W/21.5" UPGRADED LED | D25KD00HFFYV | 1 | 4/22/2013 | 1,270.88 | 044A | 3971 | 1/31/2026 | T | 13 | 5 | (1,270.88) | - |
| 13-04281 | 440000173534 | APPLE IMAC INTEL W/21.5" UPGRADED LED | D25KD081FFYV | 1 | 4/22/2013 | 1,270.88 | 044A | 3971 | 1/31/2026 | T | 13 | 5 | (1,270.88) | - |
| S16005897 | 440000075310 | LENOVO THINKPAD YOGA 12 | MP093R4H | 1 | 10/12/2015 | 1,074.00 | 044B | 3971 | 1/31/2026 | T | 10 | 5 | (1,074.00) | - |
| S16001220 | 440000067206 | LENOVO THINKPAD 11E TOUCH | LR03QX2N | 1 | 9/24/2015 | 547.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (547.00) | - |
| S16005229 | 440000074108 | LENOVO THINKCENTRE M93Z TOUCH 23 | MJ02V50F | 1 | 9/24/2015 | 1,290.00 | 044B | 3971 | 1/31/2026 | T | 10 | 5 | (1,290.00) | - |
| S16005235 | 440000074120 | LENOVO THINKSTATION P300 TOWER | MJ02VHHH | 1 | 9/24/2015 | 1,667.00 | 044B | 3971 | 1/31/2026 | T | 10 | 5 | (1,667.00) | - |
| S16006580 | 440000076538 | IMAC 27"/32QC/2X4GB/1TB | D25QD07SF8J9 | 1 | 10/26/2015 | 1,895.00 | 044B | 3971 | 1/31/2026 | T | 10 | 5 | (1,895.00) | - |
| S16006585 | 440000076547 | IMAC 27"/32QC/2X4GB/1TB | D25QD074F8J9 | 1 | 10/26/2015 | 1,895.00 | 044B | 3971 | 1/31/2026 | T | 10 | 5 | (1,895.00) | - |
| S16006614 | 440000076598 | IMAC 27"/32QC/2X4GB/1TB | D25QD09LF8J9 | 1 | 10/26/2015 | 1,895.00 | 044B | 3971 | 1/31/2026 | T | 10 | 5 | (1,895.00) | - |
| S16006615 | 440000076600 | IMAC 27"/32QC/2X4GB/1TB | D25QD09KF8J9 | 1 | 10/26/2015 | 1,895.00 | 044B | 3971 | 1/31/2026 | T | 10 | 5 | (1,895.00) | - |
| S16006645 | 440000076656 | IMAC 27"/32QC/2X4GB/1TB | D25QD08FF8J9 | 1 | 10/26/2015 | 1,895.00 | 044B | 3971 | 1/31/2026 | T | 10 | 5 | (1,895.00) | - |
| S16008716 | 440000080189 | LENOVO THINKPAD 11E NONTOUCH | LR0457QP | 1 | 10/23/2015 | 447.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (447.00) | - |
| S16008885 | 440000080454 | LENOVO THINKPAD 11E NONTOUCH | LR0457XF | 1 | 10/27/2015 | 447.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (447.00) | - |
| S16008923 | 440000080518 | LENOVO THINKPAD 11E NONTOUCH | LR0457N7 | 1 | 10/27/2015 | 447.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (447.00) | - |
| S16008937 | 440000080539 | LENOVO THINKPAD 11E NONTOUCH | LR045Y28 | 1 | 10/27/2015 | 447.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (447.00) | - |
| S16008952 | 440000080556 | LENOVO THINKPAD 11E NONTOUCH | LR04534B | 1 | 10/27/2015 | 447.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (447.00) | - |
| S16008968 | 440000080577 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TWZS | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16008969 | 440000080579 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TX16 | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16008970 | 440000080580 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TX1V | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16008971 | 440000080582 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TWZ3 | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16008972 | 440000080584 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TX03 | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16008974 | 440000080588 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TWZL | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16008975 | 440000080590 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TWZA | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16008977 | 440000080593 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TWZK | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16008978 | 440000080595 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TWZF | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16008982 | 440000080603 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TX1K | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16008983 | 440000080605 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TWZW | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16008984 | 440000080606 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TX07 | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16008985 | 440000080608 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TX1X | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16008986 | 440000080610 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TX1R | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16008987 | 440000080612 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TX1S | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16008990 | 440000080617 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TX14 | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S16008991 | 440000080618 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TWZ4 | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16008992 | 440000080620 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TX1J | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16008993 | 440000080622 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TX1Y | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16008994 | 440000080623 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TX1U | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16008996 | 440000080625 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TWZ8 | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16008997 | 440000080626 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TWZ2 | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16009001 | 440000080632 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TX02 | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16009002 | 440000080634 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TWYZ | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16009003 | 440000080636 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TWYW | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16009004 | 440000080638 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TWYX | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16009005 | 440000080639 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TX0P | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16009006 | 440000080641 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TWYT | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16009009 | 440000080647 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TWZU | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16009011 | 440000080651 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TX08 | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16009015 | 440000080658 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TX0C | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16009017 | 440000080662 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TX01 | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16009018 | 440000080663 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TX0R | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16009024 | 440000080674 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TX0W | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16009026 | 440000080678 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TWZB | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16009027 | 440000080680 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TX04 | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16009036 | 440000080695 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TWZT | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16009037 | 440000080697 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TWZR | 1 | 10/26/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| S16008757 | 440000080268 | LENOVO THINKPAD 11E NONTOUCH | LR04580E | 1 | 10/23/2015 | 447.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (447.00) | - |
| S16008852 | 440000080411 | LENOVO THINKPAD 11E NONTOUCH | LR04580J | 1 | 10/27/2015 | 447.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (447.00) | - |
| 21-20198 | 440000272341 | LENOVO THINKPAD L13 i3 (1D i3 TOUCH) | R90NYP0E6 | 1 | 10/6/2020 | 463.50 | 044A | 3971 | 1/31/2026 | G | 5 | 5 | (463.50) | - |
| 21-20593 | 440000272736 | LENOVO THINKPAD L13 i5 (1F i5 TOUCH) | R90Z4TEE | 1 | 10/6/2020 | 622.50 | 044A | 3971 | 1/31/2026 | G | 5 | 5 | (622.50) | - |
| 21-20471 | 440000272614 | LENOVO THINKPAD L13 i3 (1D i3 TOUCH) | R90YNXGR | 1 | 10/6/2020 | 463.50 | 044A | 3971 | 1/31/2026 | G | 5 | 5 | (463.50) | - |
| 21-20417 | 440000272560 | LENOVO THINKPAD L13 i3 (1D i3 TOUCH) | R90NYP0AQ | 1 | 10/6/2020 | 463.50 | 044A | 3971 | 1/31/2026 | G | 5 | 5 | (463.50) | - |
| 21-20501 | 440000272644 | LENOVO THINKPAD L13 i3 (1D i3 TOUCH) | R90YNLDK | 1 | 10/6/2020 | 463.50 | 044A | 3971 | 1/31/2026 | G | 5 | 5 | (463.50) | - |
| 21-20533 | 440000272676 | LENOVO THINKPAD L13 i3 (1D i3 TOUCH) | R90YNXLH | 1 | 10/6/2020 | 463.50 | 044A | 3971 | 1/31/2026 | G | 5 | 5 | (463.50) | - |
| S16005933 | 440000075374 | LENOVO THINKPAD YOGA 12 | MP093RGJ | 1 | 10/12/2015 | 1,074.00 | 044B | 3971 | 1/31/2026 | T | 10 | 5 | (1,074.00) | - |
| 09-03795 | 440000033992 | LEXMARK T640 PRINTER | 792GFCP | 1 | 8/26/2008 | 1,148.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,148.00) | - |
| 09-04958 | 440000035062 | LEXMARK, T640 PRINTER | 792GF5Z | 1 | 9/10/2008 | 1,148.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,148.00) | - |
| 09-05004 | 440000035141 | LEXMARK T640 PRINTER | 792GFGX | 1 | 9/10/2008 | 1,148.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,148.00) | - |
| 09-07647 | 110000001839 | EDGE 95 MXP W/TANDBERG PRECISIONHD CAMER | 26A24119 | 1 | 11/18/2008 | 12,613.50 | 011A | 3971 | 1/31/2026 | T | 17 | 7 | (12,613.50) | - |
| 09-12906 | 440000041810 | LAPTOP, APPLE MACBOOK | W892249M9GU | 1 | 6/10/2009 | 1,373.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,373.00) | - |
| 10-02591 | 440000047005 | APPLE MACBOOK PRO 2.5 GHZ 17" DISPLAY | W89341RS8YA | 1 | 10/2/2009 | 2,729.00 | 044A | 3971 | 1/31/2026 | T | 16 | 5 | (2,729.00) | - |
| 15-06081 | 440000096278 | APPLE MACBOOK PRO 15 | C02PT0MPG8WL | 1 | 6/29/2015 | 1,928.00 | 044A | 3971 | 1/31/2026 | T | 11 | 5 | (1,928.00) | - |
| S16005461 | 440000074526 | LENOVO THINKPAD YOGA 12 | MP095BG1 | 1 | 9/30/2015 | 1,074.00 | 044B | 3971 | 1/31/2026 | T | 10 | 5 | (1,074.00) | - |
| R17-80422 | 440000206767 | MAC BOOK PRO 13in COMPUTER | C02SP959FVH3 | 1 | 1/10/2017 | 1,175.00 | 044A | 3971 | 1/31/2026 | G | 9 | 5 | (1,175.00) | - |
| S16009071 | 440000080750 | LENOVO THINKCENTRE M73Z NON-TOUCH 20 | MJ02TX0N | 1 | 10/27/2015 | 913.00 | 044D | 3971 | 1/31/2026 | T | 10 | 5 | (913.00) | - |
| 09-03601 | 440000033828 | PRINTER LEXMARK T640N B/W LASER 2 DRAWER | 791B6WY | 1 | 8/28/2008 | 1,334.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,334.00) | - |
| 09-03602 | 440000033829 | PRINTER LEXMARK C782N COLOR LASER | 940V2T9 | 1 | 8/28/2008 | 3,067.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (3,067.00) | - |
| 09-03751 | 440000033938 | LEXMARK T640 PRINTER | 792GF6H | 1 | 8/26/2008 | 1,148.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,148.00) | - |
| 09-03786 | 440000033980 | LEXMARK T640 PRINTER | 792GF8N | 1 | 8/26/2008 | 1,148.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,148.00) | - |
| 09-03791 | 440000033985 | LEXMARK T640 PRINTER | 792GFHB | 1 | 8/26/2008 | 1,148.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,148.00) | - |
| 09-03797 | 440000033996 | LEXMARK T640 PRINTER | 792GF4T | 1 | 8/26/2008 | 1,148.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,148.00) | - |
| 09-03809 | 440000034008 | IMAC 17" DESKTOP WORKSTATION | W88170K7289 | 1 | 8/28/2008 | 1,120.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,120.00) | - |
| 09-03820 | 440000034021 | IMAC 20" DESKTOP WORKSTATION | QP824119ZE5 | 1 | 8/28/2008 | 1,469.70 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.70) | - |
| 09-03824 | 440000034028 | IMAC 20" DESKTOP WORKSTATION | QP82415KZE5 | 1 | 8/28/2008 | 1,469.70 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.70) | - |
| 09-03832 | 440000034043 | IMAC 20" DESKTOP WORKSTATION | QP82416DZE5 | 1 | 8/28/2008 | 1,469.70 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.70) | - |
| S16006584 | 440000076545 | IMAC 27"/32QC/2X4GB/1TB | D25QD077F8J9 | 1 | 10/26/2015 | 1,895.00 | 044B | 3971 | 1/31/2026 | T | 10 | 5 | (1,895.00) | - |
| 17-01983 | 110000009134 | PROMETHEAN ACTIVTABLE-S-US | ATA1631023 | 1 | 3/10/2017 | 4,950.00 | 011A | 3971 | 1/31/2026 | G | 9 | 7 | (4,950.00) | - |
| 09-03855 | 440000034088 | IMAC 20" DESKTOP WORKSTATION | QP8241QLZE5 | 1 | 8/28/2008 | 1,469.70 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,469.70) | - |
| 09-04952 | 440000035050 | LEXMARK, T640 PRINTER | 792GF1H | 1 | 9/10/2008 | 1,148.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,148.00) | - |
| 09-04966 | 440000035078 | LEXMARK, T640 PRINTER | 792GF93 | 1 | 9/10/2008 | 1,148.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,148.00) | - |
| 09-04999 | 440000035135 | LEXMARK T640 PRINTER | 792GFGK | 1 | 9/10/2008 | 1,148.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,148.00) | - |
| 09-09607 | 440000038299 | APPLE DESKTOP, IMAC INTEL W/20" FLAT PANEL | QP8410042PN | 1 | 1/5/2009 | 1,509.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.00) | - |
| 09-82154 | 440000043393 | COMPUTER, IMAC 17" DESKTOP | QP82500WWH4 | 1 | 7/2/2008 | 1,152.90 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,152.90) | - |
| 09-82163 | 440000043395 | COMPUTER, IMAC 17" DESKTOP | QP825047WH4 | 1 | 7/2/2008 | 1,152.90 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,152.90) | - |
| 09-82167 | 440000043397 | COMPUTER, IMAC 17" DESKTOP | QP82504YWH4 | 1 | 7/2/2008 | 1,152.90 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,152.90) | - |
| 09-82170 | 440000043399 | COMPUTER, IMAC 17" DESKTOP | QP82505LWH4 | 1 | 7/2/2008 | 1,152.90 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,152.90) | - |
| 09-82176 | 440000043401 | COMPUTER, IMAC 17" DESKTOP | QP8250DTWH4 | 1 | 7/2/2008 | 1,152.90 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,152.90) | - |
| 09-82179 | 440000043403 | COMPUTER, IMAC 17" DESKTOP | QP8250GBWH4 | 1 | 7/2/2008 | 1,152.90 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,152.90) | - |
| A09-83017 | 440000112808 | Imac 24" Desktop, 2.8 GHZ | QP8310LMZE4 | 1 | 11/5/2008 | 2,099.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (2,099.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A09-83018 | 440000112810 | Imac 24" Desktop, 2.8 GHZ | QP8310LNZE4 | 1 | 11/5/2008 | 2,099.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (2,099.00) | - |
| A09-83019 | 440000112812 | Imac 24" Desktop, 2.8 GHZ | QP8310LQZE4 | 1 | 11/5/2008 | 2,099.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (2,099.00) | - |
| A09-83020 | 440000112815 | Imac 24" Desktop, 2.8 GHZ | QP8310LRZE4 | 1 | 11/5/2008 | 2,099.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (2,099.00) | - |
| A09-83022 | 440000112817 | Imac 17" Desktop, 1.83 GHZ | W88300KL2JW | 1 | 11/5/2008 | 1,211.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,211.00) | - |
| 13-04278 | 440000173531 | APPLE IMAC INTEL W/21.5" UPGRADED LED | D25KD03UFFYV | 1 | 4/22/2013 | 1,270.88 | 044A | 3971 | 1/31/2026 | T | 13 | 5 | (1,270.88) | - |
| 03-12204 | 140000000381 | SCRUBBER, WINDSOR SABER GLIDE RIDE-ON FLOOR | 1000095845 | 1 | 12/13/2002 | 11,704.00 | 014A | 3971 | 1/31/2026 | T | 23 | 7 | (11,704.00) | - |
| 09-03569 | 140000001227 | SCRUBBER DISK STAND ON 24" | 10052380000102 | 1 | 8/13/2008 | 8,728.00 | 014A | 3971 | 1/31/2026 | T | 17 | 7 | (8,728.00) | - |
| 09-03578 | 140000001237 | SCRUBBER, WINDSOR SABER CUTTER WALK BEHIND | 10052210000130 | 1 | 8/13/2008 | 5,784.00 | 014A | 3971 | 1/31/2026 | T | 17 | 7 | (5,784.00) | - |
| 09-03582 | 140000001241 | BURNISHER, WINDSOR CHARIOT IGLOSS STAND-ON | 10020080000264 | 1 | 8/25/2008 | 7,385.00 | 014A | 3971 | 1/31/2026 | T | 17 | 7 | (7,385.00) | - |
| 09-07017 | 440000036396 | LAPTOP, APPLE MACBOOK | W882577C0P4 | 1 | 10/23/2008 | 1,590.78 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,590.78) | - |
| 09-03565 | 440000033793 | LAPTOP, APPLE MACBOOK | W88240GQ0P4 | 1 | 8/6/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-07059 | 440000036419 | LAPTOP, APPLE MACBOOK | W88390YU0P4 | 1 | 10/27/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-05320 | 440000035460 | LAPTOP, APPLE MACBOOK | W88260ZQ1PX | 1 | 9/19/2008 | 1,643.14 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,643.14) | - |
| 09-03550 | 440000033763 | LAPTOP, APPLE MACBOOK | W88240YL0P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-03457 | 440000033614 | LAPTOP, APPLE MACBOOK | W88240GD0P4 | 1 | 8/6/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05325 | 440000035465 | LAPTOP, APPLE MACBOOK | W882610B1PX | 1 | 9/19/2008 | 1,643.14 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,643.14) | - |
| 09-07482 | 440000036653 | LAPTOP, APPLE MACBOOK | W88260SM1PX | 1 | 11/6/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-03421 | 440000033558 | LAPTOP, APPLE MACBOOK | W88240G90P4 | 1 | 8/6/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03442 | 440000033591 | LAPTOP, APPLE MACBOOK | W88240Y60P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-03445 | 440000033594 | LAPTOP, APPLE MACBOOK | W88240GC0P4 | 1 | 8/6/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-07047 | 440000036407 | LAPTOP, APPLE MACBOOK | W88390YN0P4 | 1 | 10/27/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-07049 | 440000036409 | LAPTOP, APPLE MACBOOK | W88390YP0P4 | 1 | 10/27/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-03277 | 440000033329 | LAPTOP, APPLE MACBOOK | W88240FR0P4 | 1 | 8/6/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03469 | 440000033638 | LAPTOP, APPLE MACBOOK | W88240GE0P4 | 1 | 8/6/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03325 | 440000033412 | LAPTOP, APPLE MACBOOK | W88240FX0P4 | 1 | 8/6/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03289 | 440000033346 | LAPTOP, APPLE MACBOOK | W88240FS0P4 | 1 | 8/6/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03350 | 440000033447 | LAPTOP, APPLE MACBOOK | W88240CW0P4 | 1 | 8/27/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03466 | 440000033632 | LAPTOP, APPLE MACBOOK | W88240YD0P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-03562 | 440000033787 | LAPTOP, APPLE MACBOOK | W88240YN0P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-07479 | 440000036650 | LAPTOP, APPLE MACBOOK | W88260AB1PX | 1 | 11/6/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-03433 | 440000033575 | LAPTOP, APPLE MACBOOK | W88240GB0P4 | 1 | 8/6/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-07065 | 440000036424 | LAPTOP, APPLE MACBOOK | W88390YX0P4 | 1 | 10/27/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-03337 | 440000033427 | LAPTOP, APPLE MACBOOK | W88240FY0P4 | 1 | 8/6/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05087 | 440000035191 | LAPTOP, APPLE MACBOOK | W8821B1H0P1 | 1 | 9/17/2008 | 1,644.28 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,644.28) | - |
| 09-07497 | 440000036666 | LAPTOP, APPLE MACBOOK | W88260HW1PX | 1 | 11/6/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-05167 | 440000035301 | LAPTOP, APPLE MACBOOK | W88240MF0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-07051 | 440000036411 | LAPTOP, APPLE MACBOOK | W88390YQ0P4 | 1 | 10/27/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-07456 | 440000036628 | LAPTOP, APPLE MACBOOK | W88260ND1PX | 1 | 11/6/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 10-02624 | 440000047026 | APPLE MACBOOK 2.1 GHZ W/DVD 13.3"DISPLAY | W894000VA9P | 1 | 10/28/2009 | 1,418.00 | 044A | 3971 | 1/31/2026 | T | 16 | 5 | (1,418.00) | - |
| 09-03430 | 440000033571 | LAPTOP, APPLE MACBOOK | W88240XR0P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-03282 | 440000033333 | LAPTOP, APPLE MACBOOK | W88242JB0P4 | 1 | 8/28/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03370 | 440000033477 | LAPTOP, APPLE MACBOOK | W88240X20P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-05245 | 440000035417 | LAPTOP, APPLE MACBOOK | W88240K10P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03514 | 440000033704 | LAPTOP, APPLE MACBOOK | W88240YH0P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-03294 | 440000033356 | LAPTOP, APPLE MACBOOK | W88242JD0P4 | 1 | 8/28/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03274 | 440000033326 | LAPTOP, APPLE MACBOOK | W88240WR0P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-07053 | 440000036413 | LAPTOP, APPLE MACBOOK | W88390YR0P4 | 1 | 10/27/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-03502 | 440000033686 | LAPTOP, APPLE MACBOOK | W88240YG0P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-03418 | 440000033554 | LAPTOP, APPLE MACBOOK | W88240XN0P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-07063 | 440000036422 | LAPTOP, APPLE MACBOOK | W88390YW0P4 | 1 | 10/27/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-07067 | 440000036426 | LAPTOP, APPLE MACBOOK | W88390YY0P4 | 1 | 10/27/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-07010 | 440000036392 | LAPTOP, APPLE MACBOOK | W882572N0P4 | 1 | 10/23/2008 | 1,590.78 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,590.78) | - |
| 09-07071 | 440000036430 | LAPTOP, APPLE MACBOOK | W88390Z00P4 | 1 | 10/27/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-07045 | 440000036405 | LAPTOP, APPLE MACBOOK | W88390YM0P4 | 1 | 10/27/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-03505 | 440000033690 | LAPTOP, APPLE MACBOOK | W88240GJ0P4 | 1 | 8/6/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03541 | 440000033748 | LAPTOP, APPLE MACBOOK | W88240GM0P4 | 1 | 8/6/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-07069 | 440000036428 | LAPTOP, APPLE MACBOOK | W88390YZ0P4 | 1 | 10/27/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-07458 | 440000036630 | LAPTOP, APPLE MACBOOK | W88260NH1PX | 1 | 11/6/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-05391 | 440000035528 | LAPTOP, APPLE MACBOOK | W88260M11PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |
| 09-07073 | 440000036432 | LAPTOP, APPLE MACBOOK | W88390Z10P4 | 1 | 10/27/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-03301 | 440000033368 | LAPTOP, APPLE MACBOOK | W88240FU0P4 | 1 | 8/6/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-07039 | 440000036399 | LAPTOP, APPLE MACBOOK | W88390YJ0P4 | 1 | 10/27/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-07075 | 440000036433 | LAPTOP, APPLE MACBOOK | W88391210P4 | 1 | 10/27/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-05247 | 440000035419 | LAPTOP, APPLE MACBOOK | W88240WH0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-07465 | 440000036636 | LAPTOP, APPLE MACBOOK | W882603B1PX | 1 | 11/6/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 09-07083 | 440000036441 | LAPTOP, APPLE MACBOOK | W883912F0P4 | 1 | 10/27/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-03558 | 440000033779 | LAPTOP, APPLE MACBOOK | W88242K10P4 | 1 | 8/28/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03553 | 440000033769 | LAPTOP, APPLE MACBOOK | W88240GN0P4 | 1 | 8/6/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 10-02602 | 440000047013 | APPLE MACBOOK 2.1 GHZ W/DVD 13.3"DISPLAY | W894000MA9P | 1 | 10/28/2009 | 1,418.00 | 044A | 3971 | 1/31/2026 | T | 16 | 5 | (1,418.00) | - |
| 09-07466 | 440000036637 | LAPTOP, APPLE MACBOOK | W88260RR1PX | 1 | 11/6/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-03346 | 440000033441 | LAPTOP, APPLE MACBOOK | W88240WZ0P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-00820 | 440000031310 | LAPTOP, APPLE MACBOOK | W88240AC0P4 | 1 | 7/31/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-03481 | 440000033654 | LAPTOP, APPLE MACBOOK | W88240GF0P4 | 1 | 8/6/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-07055 | 440000036415 | LAPTOP, APPLE MACBOOK | W88390YS0P4 | 1 | 10/27/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-07043 | 440000036403 | LAPTOP, APPLE MACBOOK | W88390YL0P4 | 1 | 10/27/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-03454 | 440000033610 | LAPTOP, APPLE MACBOOK | W88240YC0P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-07079 | 440000036437 | LAPTOP, APPLE MACBOOK | W88391230P4 | 1 | 10/27/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-03318 | 440000033399 | LAPTOP, APPLE MACBOOK | W88242JF0P4 | 1 | 8/28/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03493 | 440000033675 | LAPTOP, APPLE MACBOOK | W88240GG0P4 | 1 | 8/6/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05317 | 440000035457 | LAPTOP, APPLE MACBOOK | W88260YY1PX | 1 | 9/19/2008 | 1,643.14 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,643.14) | - |
| 09-03529 | 440000033729 | LAPTOP, APPLE MACBOOK | W88240GL0P4 | 1 | 8/6/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-07472 | 440000036643 | LAPTOP, APPLE MACBOOK | W88260S81PX | 1 | 11/6/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-07496 | 440000036665 | LAPTOP, APPLE MACBOOK | W88260TQ1PX | 1 | 11/6/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-00810 | 440000031291 | LAPTOP, APPLE MACBOOK | W882409R0P4 | 1 | 7/31/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-03479 | 440000033651 | LAPTOP, APPLE MACBOOK | W88240SA0P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-03383 | 440000033495 | LAPTOP, APPLE MACBOOK | W88240S20P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-07041 | 440000036401 | LAPTOP, APPLE MACBOOK | W88390YK0P4 | 1 | 10/27/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-07057 | 440000036417 | LAPTOP, APPLE MACBOOK | W88390YT0P4 | 1 | 10/27/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-03409 | 440000033536 | LAPTOP, APPLE MACBOOK | W88240G80P4 | 1 | 8/6/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03313 | 440000033389 | LAPTOP, APPLE MACBOOK | W88240FV0P4 | 1 | 8/6/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-01357 | 440000031718 | MACBOOK W/25 STATION CART | W88240C90P4 | 1 | 7/31/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-05105 | 440000035205 | LAPTOP, APPLE MACBOOK | W8821B670P1 | 1 | 9/17/2008 | 1,644.28 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,644.28) | - |
| 09-05092 | 440000035195 | LAPTOP, APPLE MACBOOK | W8821B4B0P1 | 1 | 9/17/2008 | 1,644.28 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,644.28) | - |
| 09-05343 | 440000035483 | LAPTOP, APPLE MACBOOK | W882607V1PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |
| 09-03357 | 440000033460 | LAPTOP, APPLE MACBOOK | W88240R00P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03527 | 440000033725 | LAPTOP, APPLE MACBOOK | W88240SG0P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-05341 | 440000035481 | LAPTOP, APPLE MACBOOK | W88260S31PX | 1 | 9/19/2008 | 1,590.68 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,590.68) | - |
| 09-03319 | 440000033401 | LAPTOP, APPLE MACBOOK | W88240EK0P4 | 1 | 8/27/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05315 | 440000035455 | LAPTOP, APPLE MACBOOK | W88260YL1PX | 1 | 9/19/2008 | 1,643.14 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,643.14) | - |
| 09-07486 | 440000036657 | LAPTOP, APPLE MACBOOK | W88260SP1PX | 1 | 11/6/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-05219 | 440000035383 | LAPTOP, APPLE MACBOOK | W88240WA0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05170 | 440000035305 | LAPTOP, APPLE MACBOOK | W88240NL0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05191 | 440000035344 | LAPTOP, APPLE MACBOOK | W88240W60P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03426 | 440000033567 | LAPTOP, APPLE MACBOOK | W88242JQ0P4 | 1 | 8/28/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03359 | 440000033464 | LAPTOP, APPLE MACBOOK | W88240S00P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-05125 | 440000035230 | LAPTOP, APPLE MACBOOK | W88240M30P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03326 | 440000033413 | LAPTOP, APPLE MACBOOK | W88240CU0P4 | 1 | 8/27/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-07469 | 440000036640 | LAPTOP, APPLE MACBOOK | W882603U1PX | 1 | 11/6/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-03436 | 440000033581 | LAPTOP, APPLE MACBOOK | W88242J30P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-07068 | 440000036427 | LAPTOP, APPLE MACBOOK | W88391EK0P4 | 1 | 10/23/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-03299 | 440000033364 | LAPTOP, APPLE MACBOOK | W88240RT0P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-07077 | 440000036435 | LAPTOP, APPLE MACBOOK | W88391220P4 | 1 | 10/27/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-03353 | 440000033452 | LAPTOP, APPLE MACBOOK | W88240H40P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03595 | 440000033823 | LAPTOP, APPLE MACBOOK | W88240PT0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03329 | 440000033417 | LAPTOP, APPLE MACBOOK | W88240H00P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-07468 | 440000036639 | LAPTOP, APPLE MACBOOK | W88260RW1PX | 1 | 11/6/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-03342 | 440000033434 | LAPTOP, APPLE MACBOOK | W88242JH0P4 | 1 | 8/28/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03323 | 440000033409 | LAPTOP, APPLE MACBOOK | W88240RW0P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-03484 | 440000033657 | LAPTOP, APPLE MACBOOK | W88242J70P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05337 | 440000035477 | LAPTOP, APPLE MACBOOK | W882606Z1PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |
| 09-00822 | 440000031313 | LAPTOP, APPLE MACBOOK | W88240AE0P4 | 1 | 7/31/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-03368 | 440000033475 | LAPTOP, APPLE MACBOOK | W882410N0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03315 | 440000033393 | LAPTOP, APPLE MACBOOK | W88241340P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03474 | 440000033644 | LAPTOP, APPLE MACBOOK | W88242JU0P4 | 1 | 8/28/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03306 | 440000033378 | LAPTOP, APPLE MACBOOK | W88242JE0P4 | 1 | 8/28/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-82381 | 440000043514 | APPLE MACBOOK LAPTOP COMPUTER | W88391CY0P4 | 1 | 10/27/2008 | 1,509.40 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.40) | - |
| 09-05390 | 440000035527 | LAPTOP, APPLE MACBOOK | W88260J61PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |
| 09-12907 | 440000041812 | LAPTOP, APPLE MACBOOK | W892249Q9GU | 1 | 6/10/2009 | 1,373.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,373.00) | - |
| 09-05133 | 440000035243 | LAPTOP, APPLE MACBOOK | W88240J60P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03308 | 440000033382 | LAPTOP, APPLE MACBOOK | W88240YX0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 09-07476 | 440000036647 | LAPTOP, APPLE MACBOOK | W88260SF1PX | 1 | 11/6/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-03352 | 440000033450 | LAPTOP, APPLE MACBOOK | W88241400P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-00811 | 440000031292 | LAPTOP, APPLE MACBOOK | W882409V0P4 | 1 | 7/31/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-03295 | 440000033358 | LAPTOP, APPLE MACBOOK | W88240EH0P4 | 1 | 8/27/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-07037 | 440000036398 | LAPTOP, APPLE MACBOOK | W88390YH0P4 | 1 | 10/27/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-05142 | 440000035257 | LAPTOP, APPLE MACBOOK | W88256C20P4 | 1 | 9/19/2008 | 1,515.89 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,515.89) | - |
| 09-03438 | 440000033583 | LAPTOP, APPLE MACBOOK | W88242JR0P4 | 1 | 8/28/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05279 | 440000035446 | LAPTOP, APPLE MACBOOK | W88256G30P4 | 1 | 9/19/2008 | 1,515.89 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,515.89) | - |
| 09-05329 | 440000035469 | LAPTOP, APPLE MACBOOK | W88260NG1PX | 1 | 9/19/2008 | 1,590.68 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,590.68) | - |
| 09-07501 | 440000036670 | LAPTOP, APPLE MACBOOK | W88260JH1PX | 1 | 11/6/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-03386 | 440000033501 | LAPTOP, APPLE MACBOOK | W88240D00P4 | 1 | 8/27/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05242 | 440000035414 | LAPTOP, APPLE MACBOOK | W88256L70P4 | 1 | 9/19/2008 | 1,515.89 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,515.89) | - |
| 09-05217 | 440000035381 | LAPTOP, APPLE MACBOOK | W88240JP0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 10-02595 | 440000047009 | APPLE MACBOOK 2.1 GHZ W/DVD 13.3"DISPLAY | W8938003A9P | 1 | 10/28/2009 | 1,418.00 | 044A | 3971 | 1/31/2026 | T | 16 | 5 | (1,418.00) | - |
| 09-07480 | 440000036651 | LAPTOP, APPLE MACBOOK | W88260SH1PX | 1 | 11/6/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-05353 | 440000035491 | LAPTOP, APPLE MACBOOK | W88260T71PX | 1 | 9/19/2008 | 1,590.68 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,590.68) | - |
| 09-01356 | 440000031716 | MACBOOK W/25 STATION CART | W88240C10P4 | 1 | 7/31/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-05281 | 440000035448 | LAPTOP, APPLE MACBOOK | W88256G90P4 | 1 | 9/19/2008 | 1,515.89 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,515.89) | - |
| 09-03439 | 440000033585 | LAPTOP, APPLE MACBOOK | W88240FD0P4 | 1 | 8/27/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03556 | 440000033775 | LAPTOP, APPLE MACBOOK | W88242DQ0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05355 | 440000035492 | LAPTOP, APPLE MACBOOK | W88260DM1PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |
| 09-05350 | 440000035489 | LAPTOP, APPLE MACBOOK | W88260T21PX | 1 | 9/19/2008 | 1,590.68 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,590.68) | - |
| 09-07044 | 440000036404 | LAPTOP, APPLE MACBOOK | W88391D80P4 | 1 | 10/23/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-05372 | 440000035509 | LAPTOP, APPLE MACBOOK | W88260HQ1PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |
| 09-05192 | 440000035346 | LAPTOP, APPLE MACBOOK | W88240Q20P4 | 1 | 9/10/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05175 | 440000035314 | LAPTOP, APPLE MACBOOK | W88240JE0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03403 | 440000033528 | LAPTOP, APPLE MACBOOK | W88240F40P4 | 1 | 8/27/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05382 | 440000035519 | LAPTOP, APPLE MACBOOK | W88260HJ1PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |
| 09-03302 | 440000033370 | LAPTOP, APPLE MACBOOK | W88240CP0P4 | 1 | 8/27/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-00812 | 440000031294 | LAPTOP, APPLE MACBOOK | W882409W0P4 | 1 | 7/31/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-03508 | 440000033694 | LAPTOP, APPLE MACBOOK | W882413L0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03378 | 440000033487 | LAPTOP, APPLE MACBOOK | W88242JL0P4 | 1 | 8/28/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03510 | 440000033696 | LAPTOP, APPLE MACBOOK | W88242JX0P4 | 1 | 8/28/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-82388 | 440000043520 | APPLE MACBOOK LAPTOP COMPUTER | W88391DF0P4 | 1 | 10/27/2008 | 1,509.40 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.40) | - |
| 09-03485 | 440000033659 | LAPTOP, APPLE MACBOOK | W88240FJ0P4 | 1 | 8/27/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05282 | 440000035449 | LAPTOP, APPLE MACBOOK | W88256GA0P4 | 1 | 9/19/2008 | 1,515.89 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,515.89) | - |
| 09-05348 | 440000035487 | LAPTOP, APPLE MACBOOK | W88260FG1PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |
| 09-05339 | 440000035479 | LAPTOP, APPLE MACBOOK | W88260F11PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |
| 09-03525 | 440000033723 | LAPTOP, APPLE MACBOOK | W88240RH0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05124 | 440000035228 | LAPTOP, APPLE MACBOOK | W88256B60P4 | 1 | 9/19/2008 | 1,515.89 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,515.89) | - |
| 09-03331 | 440000033421 | LAPTOP, APPLE MACBOOK | W88240EL0P4 | 1 | 8/27/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05200 | 440000035360 | LAPTOP, APPLE MACBOOK | W88257WT0P4 | 1 | 9/19/2008 | 1,515.89 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,515.89) | - |
| 09-03431 | 440000033572 | LAPTOP, APPLE MACBOOK | W88240S60P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-05232 | 440000035400 | LAPTOP, APPLE MACBOOK | W88240P10P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05369 | 440000035506 | LAPTOP, APPLE MACBOOK | W88260HM1PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |
| 09-03425 | 440000033566 | LAPTOP, APPLE MACBOOK | W88240HG0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05016 | 440000035160 | LAPTOP, APPLE MACBOOK | W8811KZL0P1 | 1 | 9/16/2008 | 1,644.28 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,644.28) | - |
| 09-82390 | 440000043522 | APPLE MACBOOK LAPTOP COMPUTER | W88391DH0P4 | 1 | 10/27/2008 | 1,509.40 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.40) | - |
| 09-05334 | 440000035474 | LAPTOP, APPLE MACBOOK | W882602J1PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |
| 09-05137 | 440000035250 | LAPTOP, APPLE MACBOOK | W88240M80P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05393 | 440000035530 | LAPTOP, APPLE MACBOOK | W88260M21PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |
| 09-07072 | 440000036431 | LAPTOP, APPLE MACBOOK | W88391EP0P4 | 1 | 10/23/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-03471 | 440000033640 | LAPTOP, APPLE MACBOOK | W882413H0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05035 | 440000035167 | LAPTOP, APPLE MACBOOK | W8813FV90P1 | 1 | 9/16/2008 | 1,644.28 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,644.28) | - |
| 09-05161 | 440000035291 | LAPTOP, APPLE MACBOOK | W88240ME0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05222 | 440000035386 | LAPTOP, APPLE MACBOOK | W88240MU0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05237 | 440000035405 | LAPTOP, APPLE MACBOOK | W88240LD0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03549 | 440000033761 | LAPTOP, APPLE MACBOOK | W88240RK0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05384 | 440000035521 | LAPTOP, APPLE MACBOOK | W88260LS1PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 09-05150 | 440000035271 | LAPTOP, APPLE MACBOOK | W88240KT0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05366 | 440000035503 | LAPTOP, APPLE MACBOOK | W88260HK1PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |
| 09-00817 | 440000031304 | LAPTOP, APPLE MACBOOK | W88240A90P4 | 1 | 7/31/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-03389 | 440000033506 | LAPTOP, APPLE MACBOOK | W88240HB0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03375 | 440000033482 | LAPTOP, APPLE MACBOOK | W88241390P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05239 | 440000035408 | LAPTOP, APPLE MACBOOK | W88240P20P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05221 | 440000035385 | LAPTOP, APPLE MACBOOK | W88257XL0P4 | 1 | 9/19/2008 | 1,515.89 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,515.89) | - |
| 09-07478 | 440000036649 | LAPTOP, APPLE MACBOOK | W88260SG1PX | 1 | 11/6/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-05038 | 440000035168 | LAPTOP, APPLE MACBOOK | W8813LGW0P1 | 1 | 9/16/2008 | 1,644.28 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,644.28) | - |
| 09-05079 | 440000035187 | LAPTOP, APPLE MACBOOK | W88219PE0P1 | 1 | 9/17/2008 | 1,644.28 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,644.28) | - |
| 09-03551 | 440000033765 | LAPTOP, APPLE MACBOOK | W88240SJ0P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-05193 | 440000035348 | LAPTOP, APPLE MACBOOK | W88257WS0P4 | 1 | 9/19/2008 | 1,515.89 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,515.89) | - |
| 09-03491 | 440000033671 | LAPTOP, APPLE MACBOOK | W88240SB0P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-03490 | 440000033669 | LAPTOP, APPLE MACBOOK | W88240YF0P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-05117 | 440000035217 | LAPTOP, APPLE MACBOOK | W88240VM0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05365 | 440000035502 | LAPTOP, APPLE MACBOOK | W88260TG1PX | 1 | 9/22/2008 | 1,590.68 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,590.68) | - |
| 09-05210 | 440000035374 | LAPTOP, APPLE MACBOOK | W88240JM0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03496 | 440000033681 | LAPTOP, APPLE MACBOOK | W88242J80P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-07461 | 440000036633 | LAPTOP, APPLE MACBOOK | W88260251PX | 1 | 11/6/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| A09-83025 | 440000112824 | Macbook 13.3" Laptop, 2.1 GHZ | W88391D10P4 | 1 | 10/27/2008 | 1,509.40 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.40) | - |
| 09-00813 | 440000031296 | LAPTOP, APPLE MACBOOK | W882409X0P4 | 1 | 7/31/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-03535 | 440000033738 | LAPTOP, APPLE MACBOOK | W88240FN0P4 | 1 | 8/27/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-82385 | 440000043517 | APPLE MACBOOK LAPTOP COMPUTER | W88391D70P4 | 1 | 10/27/2008 | 1,509.40 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.40) | - |
| 09-05378 | 440000035515 | LAPTOP, APPLE MACBOOK | W88260K71PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |
| 09-03554 | 440000033771 | LAPTOP, APPLE MACBOOK | W88240DY0P4 | 1 | 8/27/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05155 | 440000035281 | LAPTOP, APPLE MACBOOK | W88240MD0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03355 | 440000033456 | LAPTOP, APPLE MACBOOK | W88240ER0P4 | 1 | 8/27/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-12913 | 440000041824 | LAPTOP, APPLE MACBOOK | W89224J19GU | 1 | 6/10/2009 | 1,373.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,373.00) | - |
| 09-03470 | 440000033639 | LAPTOP, APPLE MACBOOK | W88240DK0P4 | 1 | 8/27/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05194 | 440000035350 | LAPTOP, APPLE MACBOOK | W88240MP0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05327 | 440000035467 | LAPTOP, APPLE MACBOOK | W882606Y1PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |
| 09-05084 | 440000035189 | LAPTOP, APPLE MACBOOK | W8821B010P1 | 1 | 9/17/2008 | 1,644.28 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,644.28) | - |
| 09-03520 | 440000033717 | LAPTOP, APPLE MACBOOK | W88242A40P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05154 | 440000035279 | LAPTOP, APPLE MACBOOK | W88256CF0P4 | 1 | 9/19/2008 | 1,515.89 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,515.89) | - |
| 09-03437 | 440000033582 | LAPTOP, APPLE MACBOOK | W88240HH0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03356 | 440000033458 | LAPTOP, APPLE MACBOOK | W88240Z50P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-07493 | 440000036663 | LAPTOP, APPLE MACBOOK | W88260FB1PX | 1 | 11/6/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-05373 | 440000035510 | LAPTOP, APPLE MACBOOK | W88260FF1PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |
| 09-05024 | 440000035162 | LAPTOP, APPLE MACBOOK | W8811L190P1 | 1 | 9/16/2008 | 1,644.28 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,644.28) | - |
| 09-03354 | 440000033454 | LAPTOP, APPLE MACBOOK | W88242JJ0P4 | 1 | 8/28/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05363 | 440000035500 | LAPTOP, APPLE MACBOOK | W88260HF1PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |
| 09-82379 | 440000043513 | APPLE MACBOOK LAPTOP COMPUTER | W88391CR0P4 | 1 | 10/27/2008 | 1,509.40 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.40) | - |
| 09-03521 | 440000033719 | LAPTOP, APPLE MACBOOK | W88240HT0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03475 | 440000033645 | LAPTOP, APPLE MACBOOK | W88240FG0P4 | 1 | 8/27/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03473 | 440000033642 | LAPTOP, APPLE MACBOOK | W88240HL0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-07008 | 440000036390 | LAPTOP, APPLE MACBOOK | W882570R0P4 | 1 | 10/23/2008 | 1,590.78 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,590.78) | - |
| 09-05274 | 440000035441 | LAPTOP, APPLE MACBOOK | W88240P90P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-07473 | 440000036644 | LAPTOP, APPLE MACBOOK | W88260661PX | 1 | 11/6/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-05330 | 440000035470 | LAPTOP, APPLE MACBOOK | W88260BH1PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |
| 09-03428 | 440000033569 | LAPTOP, APPLE MACBOOK | W88241210P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05252 | 440000035423 | LAPTOP, APPLE MACBOOK | W88240K50P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05215 | 440000035379 | LAPTOP, APPLE MACBOOK | W88240MT0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03495 | 440000033679 | LAPTOP, APPLE MACBOOK | W882413K0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03507 | 440000033693 | LAPTOP, APPLE MACBOOK | W88242J90P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05276 | 440000035443 | LAPTOP, APPLE MACBOOK | W88240Q80P4 | 1 | 9/11/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05113 | 440000035209 | LAPTOP, APPLE MACBOOK | W88240LX0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05121 | 440000035222 | LAPTOP, APPLE MACBOOK | W88240J20P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03414 | 440000033547 | LAPTOP, APPLE MACBOOK | W88242JP0P4 | 1 | 8/28/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03566 | 440000033795 | LAPTOP, APPLE MACBOOK | W88240E20P4 | 1 | 8/27/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03531 | 440000033732 | LAPTOP, APPLE MACBOOK | W882413N0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03494 | 440000033677 | LAPTOP, APPLE MACBOOK | W88240DP0P4 | 1 | 8/27/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03486 | 440000033661 | LAPTOP, APPLE MACBOOK | W88240HN0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03463 | 440000033626 | LAPTOP, APPLE MACBOOK | W88240FF0P4 | 1 | 8/27/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05392 | 440000035529 | LAPTOP, APPLE MACBOOK | W88260J71PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |
| 09-05357 | 440000035494 | LAPTOP, APPLE MACBOOK | W88260H21PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 09-03448 | 440000033598 | LAPTOP, APPLE MACBOOK | W88242J40P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05128 | 440000035236 | LAPTOP, APPLE MACBOOK | W88240NB0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03544 | 440000033754 | LAPTOP, APPLE MACBOOK | W88242AQ0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03405 | 440000033530 | LAPTOP, APPLE MACBOOK | W88240R60P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05163 | 440000035293 | LAPTOP, APPLE MACBOOK | W88240JC0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03451 | 440000033604 | LAPTOP, APPLE MACBOOK | W88240FE0P4 | 1 | 8/27/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03416 | 440000033550 | LAPTOP, APPLE MACBOOK | W882412O0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05280 | 440000035447 | LAPTOP, APPLE MACBOOK | W88256G50P4 | 1 | 9/19/2008 | 1,515.89 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,515.89) | - |
| 09-05253 | 440000035424 | LAPTOP, APPLE MACBOOK | W88240P50P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05243 | 440000035415 | LAPTOP, APPLE MACBOOK | W88240N00P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-82378 | 440000043512 | APPLE MACBOOK LAPTOP COMPUTER | W88391CQ0P4 | 1 | 10/27/2008 | 1,509.40 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.40) | - |
| 09-05047 | 440000035172 | LAPTOP, APPLE MACBOOK | W8813LS90P1 | 1 | 9/16/2008 | 1,644.28 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,644.28) | - |
| 09-05319 | 440000035459 | LAPTOP, APPLE MACBOOK | W88260ZL1PX | 1 | 9/19/2008 | 1,643.14 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,643.14) | - |
| 09-05126 | 440000035232 | LAPTOP, APPLE MACBOOK | W88240KH0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-12912 | 440000041822 | LAPTOP, APPLE MACBOOK | W89224G19GU | 1 | 6/10/2009 | 1,373.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,373.00) | - |
| 09-05322 | 440000035462 | LAPTOP, APPLE MACBOOK | W88261031PX | 1 | 9/19/2008 | 1,643.14 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,643.14) | - |
| 09-00814 | 440000031298 | LAPTOP, APPLE MACBOOK | W882409Z0P4 | 1 | 7/31/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-05336 | 440000035476 | LAPTOP, APPLE MACBOOK | W88260EX1PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |
| 09-03489 | 440000033667 | LAPTOP, APPLE MACBOOK | W88240RD0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03483 | 440000033656 | LAPTOP, APPLE MACBOOK | W882413J0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-82377 | 440000043511 | APPLE MACBOOK LAPTOP COMPUTER | W88391CP0P4 | 1 | 10/27/2008 | 1,509.40 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.40) | - |
| 09-12911 | 440000041820 | LAPTOP, APPLE MACBOOK | W89224BQ9GU | 1 | 6/10/2009 | 1,373.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,373.00) | - |
| 09-03534 | 440000033737 | LAPTOP, APPLE MACBOOK | W88242JZ0P4 | 1 | 8/28/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05224 | 440000035388 | LAPTOP, APPLE MACBOOK | W88240JU0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05153 | 440000035277 | LAPTOP, APPLE MACBOOK | W88240VW0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-01358 | 440000031720 | MACBOOK W/25 STATION CART | W88240CB0P4 | 1 | 7/31/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-05166 | 440000035299 | LAPTOP, APPLE MACBOOK | W88257KM0P4 | 1 | 9/19/2008 | 1,515.89 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,515.89) | - |
| 09-03467 | 440000033634 | LAPTOP, APPLE MACBOOK | W88240S90P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-05203 | 440000035363 | LAPTOP, APPLE MACBOOK | W88240JL0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-07491 | 440000036661 | LAPTOP, APPLE MACBOOK | W88260FA1PX | 1 | 11/6/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-05347 | 440000035486 | LAPTOP, APPLE MACBOOK | W88260SS1PX | 1 | 9/19/2008 | 1,590.68 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,590.68) | - |
| 09-03344 | 440000033437 | LAPTOP, APPLE MACBOOK | W88240Z30P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03548 | 440000033760 | LAPTOP, APPLE MACBOOK | W882412G0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-82389 | 440000043521 | APPLE MACBOOK LAPTOP COMPUTER | W88391DG0P4 | 1 | 10/27/2008 | 1,509.40 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.40) | - |
| 09-05377 | 440000035514 | LAPTOP, APPLE MACBOOK | W88260VQ1PX | 1 | 9/22/2008 | 1,590.68 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,590.68) | - |
| 10-02605 | 440000047014 | APPLE MACBOOK 2.1 GHZ W/DVD 13.3"DISPLAY | W8940001A9P | 1 | 10/28/2009 | 1,418.00 | 044A | 3971 | 1/31/2026 | T | 16 | 5 | (1,418.00) | - |
| 09-03281 | 440000033332 | LAPTOP, APPLE MACBOOK | W88240GT0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05263 | 440000035432 | LAPTOP, APPLE MACBOOK | W882570A0P4 | 1 | 9/19/2008 | 1,515.89 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,515.89) | - |
| 09-05059 | 440000035179 | LAPTOP, APPLE MACBOOK | W88219NG0P1 | 1 | 9/16/2008 | 1,644.28 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,644.28) | - |
| 09-07467 | 440000036638 | LAPTOP, APPLE MACBOOK | W882603Q1PX | 1 | 11/6/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-03371 | 440000033478 | LAPTOP, APPLE MACBOOK | W88240S10P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-00824 | 440000031316 | LAPTOP, APPLE MACBOOK | W88240AT0P4 | 1 | 7/31/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-05214 | 440000035378 | LAPTOP, APPLE MACBOOK | W88257X30P4 | 1 | 9/19/2008 | 1,515.89 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,515.89) | - |
| 09-07013 | 440000036393 | LAPTOP, APPLE MACBOOK | W882576K0P4 | 1 | 10/23/2008 | 1,590.78 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,590.78) | - |
| 09-07484 | 440000036655 | LAPTOP, APPLE MACBOOK | W88260SN1PX | 1 | 11/6/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-03283 | 440000033334 | LAPTOP, APPLE MACBOOK | W88240EF0P4 | 1 | 8/27/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03396 | 440000033516 | LAPTOP, APPLE MACBOOK | W88240SZ0P4 | 1 | 8/4/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05313 | 440000035453 | LAPTOP, APPLE MACBOOK | W88260WA1PX | 1 | 9/19/2008 | 1,643.14 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,643.14) | - |
| 09-05332 | 440000035472 | LAPTOP, APPLE MACBOOK | W88260QH1PX | 1 | 9/19/2008 | 1,590.68 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,590.68) | - |
| 09-05352 | 440000035490 | LAPTOP, APPLE MACBOOK | W88260CQ1PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |
| 09-05199 | 440000035358 | LAPTOP, APPLE MACBOOK | W88240Q50P4 | 1 | 9/10/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05254 | 440000035425 | LAPTOP, APPLE MACBOOK | W88240WM0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05318 | 440000035458 | LAPTOP, APPLE MACBOOK | W88260Z31PX | 1 | 9/19/2008 | 1,643.14 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,643.14) | - |
| 09-03509 | 440000033695 | LAPTOP, APPLE MACBOOK | W88240HQ0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05388 | 440000035525 | LAPTOP, APPLE MACBOOK | W88260J51PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |
| 09-03365 | 440000033472 | LAPTOP, APPLE MACBOOK | W88240H70P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05271 | 440000035439 | LAPTOP, APPLE MACBOOK | W88240N80P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-82375 | 440000043509 | APPLE MACBOOK LAPTOP COMPUTER | W88391CL0P4 | 1 | 10/27/2008 | 1,509.40 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.40) | - |
| 09-05360 | 440000035497 | LAPTOP, APPLE MACBOOK | W88260H31PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |
| 09-05321 | 440000035461 | LAPTOP, APPLE MACBOOK | W88260ZR1PX | 1 | 9/19/2008 | 1,643.14 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,643.14) | - |
| 09-03499 | 440000033683 | LAPTOP, APPLE MACBOOK | W88240FK0P4 | 1 | 8/27/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03594 | 440000033822 | LAPTOP, APPLE MACBOOK | W88240PR0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-01348 | 440000031711 | MACBOOK W/25 STATION CART | W88240BP0P4 | 1 | 7/31/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-05159 | 440000035287 | LAPTOP, APPLE MACBOOK | W88240W00P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05270 | 440000035438 | LAPTOP, APPLE MACBOOK | W88257630P4 | 1 | 9/19/2008 | 1,515.89 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,515.89) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 09-01359 | 440000031722 | MACBOOK W/25 STATION CART | W88240CC0P4 | 1 | 7/31/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-05264 | 440000035433 | LAPTOP, APPLE MACBOOK | W88240N70P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05376 | 440000035513 | LAPTOP, APPLE MACBOOK | W88260FZ1PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |
| 09-03593 | 440000033821 | LAPTOP, APPLE MACBOOK | W88240PQ0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05362 | 440000035499 | LAPTOP, APPLE MACBOOK | W88260TB1PX | 1 | 9/22/2008 | 1,590.68 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,590.68) | - |
| 09-03417 | 440000033552 | LAPTOP, APPLE MACBOOK | W88240R70P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03530 | 440000033731 | LAPTOP, APPLE MACBOOK | W88240DU0P4 | 1 | 8/27/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03297 | 440000033360 | LAPTOP, APPLE MACBOOK | W88240QQ0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05231 | 440000035399 | LAPTOP, APPLE MACBOOK | W88240JY0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05359 | 440000035496 | LAPTOP, APPLE MACBOOK | W88260T91PX | 1 | 9/22/2008 | 1,590.68 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,590.68) | - |
| 09-03591 | 440000033817 | LAPTOP, APPLE MACBOOK | W88240PM0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-12910 | 440000041818 | LAPTOP, APPLE MACBOOK | W89224A19GU | 1 | 6/10/2009 | 1,373.00 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,373.00) | - |
| 09-03304 | 440000033374 | LAPTOP, APPLE MACBOOK | W882413V0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03511 | 440000033698 | LAPTOP, APPLE MACBOOK | W88240FL0P4 | 1 | 8/27/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05122 | 440000035224 | LAPTOP. APPLE MACBOOK | W88240NA0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03393 | 440000033510 | LAPTOP, APPLE MACBOOK | W88240R50P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05107 | 440000035207 | LAPTOP, APPLE MACBOOK | W8821DNP0P1 | 1 | 9/17/2008 | 1,644.28 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,644.28) | - |
| 09-82376 | 440000043510 | APPLE MACBOOK LAPTOP COMPUTER | W88391CM0P4 | 1 | 10/27/2008 | 1,509.40 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.40) | - |
| 09-03560 | 440000033783 | LAPTOP, APPLE MACBOOK | W882412H0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03321 | 440000033405 | LAPTOP, APPLE MACBOOK | W88240QV0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-82367 | 440000043501 | APPLE MACBOOK LAPTOP COMPUTER | W88391CB0P4 | 1 | 10/27/2008 | 1,509.40 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.40) | - |
| 09-05131 | 440000035242 | LAPTOP, APPLE MACBOOK | W88240M40P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03524 | 440000033722 | LAPTOP, APPLE MACBOOK | W882412D0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-00808 | 440000031288 | LAPTOP, APPLE MACBOOK | W882409M0P4 | 1 | 7/31/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-03361 | 440000033466 | LAPTOP, APPLE MACBOOK | W88240G00P4 | 1 | 8/6/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-07490 | 440000036660 | LAPTOP, APPLE MACBOOK | W88260SX1PX | 1 | 11/6/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-03351 | 440000033448 | LAPTOP, APPLE MACBOOK | W88241370P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-07499 | 440000036668 | LAPTOP, APPLE MACBOOK | W88260JA1PX | 1 | 11/6/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-03539 | 440000033744 | LAPTOP, APPLE MACBOOK | W88240SH0P4 | 1 | 8/1/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 18 | 5 | (1,539.71) | - |
| 09-05278 | 440000035445 | LAPTOP, APPLE MACBOOK | W88256G20P4 | 1 | 9/19/2008 | 1,515.89 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,515.89) | - |
| 09-03303 | 440000033372 | LAPTOP, APPLE MACBOOK | W88241330P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03446 | 440000033596 | LAPTOP, APPLE MACBOOK | W88240DA0P4 | 1 | 8/27/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05018 | 440000035161 | LAPTOP, APPLE MACBOOK | W8811KZP0P1 | 1 | 9/16/2008 | 1,644.28 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,644.28) | - |
| 09-05143 | 440000035259 | LAPTOP, APPLE MACBOOK | W88240MB0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05262 | 440000035431 | LAPTOP, APPLE MACBOOK | W88240QE0P4 | 1 | 9/11/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03387 | 440000033503 | LAPTOP, APPLE MACBOOK | W882413A0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05345 | 440000035485 | LAPTOP, APPLE MACBOOK | W88260FD1PX | 1 | 9/19/2008 | 1,509.61 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.61) | - |
| 09-05204 | 440000035365 | LAPTOP, APPLE MACBOOK | W88240NW0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05371 | 440000035508 | LAPTOP, APPLE MACBOOK | W88260V21PX | 1 | 9/22/2008 | 1,590.68 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,590.68) | - |
| 09-05151 | 440000035273 | LAPTOP, APPLE MACBOOK | W88240J90P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03273 | 440000033325 | LAPTOP, APPLE MACBOOK | W88240QL0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05115 | 440000035213 | LAPTOP, APPLE MACBOOK | W88240J10P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05344 | 440000035484 | LAPTOP, APPLE MACBOOK | W88260SQ1PX | 1 | 9/19/2008 | 1,590.68 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,590.68) | - |
| 09-03482 | 440000033655 | LAPTOP, APPLE MACBOOK | W88240DN0P4 | 1 | 8/27/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-07080 | 440000036438 | LAPTOP, APPLE MACBOOK | W88391F70P4 | 1 | 10/23/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-05269 | 440000035437 | LAPTOP, APPLE MACBOOK | W88240QG0P4 | 1 | 9/11/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05249 | 440000035421 | LAPTOP, APPLE MACBOOK | W88256LB0P4 | 1 | 9/19/2008 | 1,515.89 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,515.89) | - |
| 09-03429 | 440000033570 | LAPTOP, APPLE MACBOOK | W88240R80P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-82368 | 440000043502 | APPLE MACBOOK LAPTOP COMPUTER | W88391CC0P4 | 1 | 10/27/2008 | 1,509.40 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.40) | - |
| 09-03330 | 440000033419 | LAPTOP, APPLE MACBOOK | W88242JG0P4 | 1 | 8/28/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05356 | 440000035493 | LAPTOP, APPLE MACBOOK | W88260T81PX | 1 | 9/19/2008 | 1,590.68 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,590.68) | - |
| 09-07040 | 440000036400 | LAPTOP, APPLE MACBOOK | W88391D40P4 | 1 | 10/23/2008 | 1,509.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,509.71) | - |
| 09-05182 | 440000035326 | LAPTOP, APPLE MACBOOK | W88240JF0P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03546 | 440000033758 | LAPTOP, APPLE MACBOOK | W88242K00P4 | 1 | 8/28/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-07009 | 440000036391 | LAPTOP, APPLE MACBOOK | W882570S0P4 | 1 | 10/23/2008 | 1,590.78 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,590.78) | - |
| 09-05283 | 440000035450 | LAPTOP, APPLE MACBOOK | W88256GC0P4 | 1 | 9/19/2008 | 1,515.89 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,515.89) | - |
| 09-05179 | 440000035322 | LAPTOP, APPLE MACBOOK | W88257Q20P4 | 1 | 9/19/2008 | 1,515.89 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,515.89) | - |
| 09-03332 | 440000033422 | LAPTOP, APPLE MACBOOK | W88240Z20P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03561 | 440000033785 | LAPTOP, APPLE MACBOOK | W88240RL0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-05246 | 440000035418 | LAPTOP, APPLE MACBOOK | W88240P30P4 | 1 | 9/2/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03317 | 440000033397 | LAPTOP, APPLE MACBOOK | W88240GZ0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 09-03592 | 440000033819 | LAPTOP, APPLE MACBOOK | W88240PN0P4 | 1 | 8/29/2008 | 1,539.71 | 044A | 3971 | 1/31/2026 | T | 17 | 5 | (1,539.71) | - |
| 84-13074 | 130000002700 | Slicer, Hobart 1712 | 11-304-176 | 1 | 8/31/1983 | 1,819.00 | 013A | 2971 | 1/31/2026 | G | 42 | 7 | (1,819.00) | - |
| R10-82286 | 130000004980 | Slicer, Hobart 2712 | 56-1311-892 | 1 | 2/5/2010 | 4,152.00 | 013A | 1841 | 1/31/2026 | G | 16 | 7 | (4,152.00) | - |
| R09-83773 | 130000005796 | Slicer, Hobart 2712 | 56-1286-650 | 1 | 1/26/2009 | 4,152.00 | 013A | 0931 | 1/31/2026 | G | 17 | 7 | (4,152.00) | - |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 05-26055 | 130000000610 | Slicer, Hobart 2712 | 561-195-473 | 1 | 8/19/2004 | 4,152.50 | 013A | 0251 | 1/31/2026 | T | 21 | 7 | (4,152.50) | - |
| 98-90458 | 130000003397 | Slicer, Hobart 1712E | 561-097-525 | 1 | 1/1/1998 | 2,600.00 | 013A | 3371 | 1/31/2026 | G | 28 | 7 | (2,600.00) | - |
| 98-90270 | 130000003371 | Slicer, Hobart 1712E | 561-058-944 | 1 | 1/1/1998 | 2,600.00 | 013A | 3331 | 1/31/2026 | G | 28 | 7 | (2,600.00) | - |
| R99-91109 | 130000003845 | Slicer, Hobart 2712 | 561-110-436 | 1 | 12/31/1998 | 2,600.00 | 013A | 3642 | 1/31/2026 | G | 27 | 7 | (2,600.00) | - |
| 92-33423 | 130000002897 | Slicer, Hobart 1712 | 56-909-568 | 1 | 1/1/1992 | 2,500.00 | 013A | 3181 | 1/31/2026 | G | 34 | 7 | (2,500.00) | - |
| 07-13318 | 130000000338 | Slicer, Globe 385 | 389547 | 1 | 5/29/2007 | 3,200.01 | 013A | 3151 | 1/31/2026 | T | 19 | 7 | (3,200.01) | - |
| 97-32079 | 130000003244 | Slicer, Globe 3750 | 375978 | 1 | 9/12/1997 | 2,299.50 | 013A | 2981 | 1/31/2026 | G | 28 | 7 | (2,299.50) | - |
| R02-83547 | 130000004167 | Slicer, Hobart 2712 | 561-163-843 | 1 | 6/30/2002 | 3,539.00 | 013A | 3841 | 1/31/2026 | T | 24 | 7 | (3,539.00) | - |
| 90-15297 | 130000002776 | Slicer, Hobart 1712 | 56-898-826 | 1 | 4/24/1990 | 2,307.00 | 013A | 2801 | 1/31/2026 | G | 36 | 7 | (2,307.00) | - |
| R99-91090 | 130000003826 | Slicer, Hobart 2712 | 561-110-701 | 1 | 1/1/1999 | 2,600.00 | 013A | 2942 | 1/31/2026 | G | 27 | 7 | (2,600.00) | - |
| R95-90043 | 130000003757 | Slicer, Hobart 1712E | 561-186-977 | 1 | 12/31/1994 | 2,600.00 | 013A | 3461 | 1/31/2026 | G | 31 | 7 | (2,600.00) | - |
| 94-39313 | 130000003051 | Slicer, Hobart 1712E | 56-927-628 | 1 | 1/1/1994 | 2,600.00 | 013A | 0221 | 1/31/2026 | G | 32 | 7 | (2,600.00) | - |
| 04-17777 | 130000000523 | Slicer, Hobart 2712 | 561-193-138 | 1 | 5/19/2004 | 4,152.50 | 013A | 1891 | 1/31/2026 | T | 22 | 7 | (4,152.50) | - |
| 19-00651 | 130000004721 | Slicer, Globe 3850N | S13A-03-000003 | 1 | 8/8/2018 | 4,347.00 | 013A | 0621 | 1/31/2026 | T | 7 | 7 | (4,347.00) | - |
| 03-13381 | 130000000286 | Slicer, Globe 3850 | 386825 | 1 | 1/23/2003 | 2,846.00 | 013A | 1711 | 1/31/2026 | T | 23 | 7 | (2,846.00) | - |
| R03-84465 | 130000004024 | Slicer, Hobart 2712 | 561-180-102 | 1 | 6/30/2003 | 4,152.50 | 013A | 0041 | 1/31/2026 | T | 23 | 7 | (4,152.50) | - |
| 02-01459 | 130000000089 | Slicer, Globe 3850 | 386077 | 1 | 8/2/2001 | 2,612.00 | 013A | 3131 | 1/31/2026 | T | 24 | 7 | (2,612.00) | - |
| 92-18866 | 130000002858 | Slicer, Hobart 1712 | 56-875-601 | 1 | 10/7/1991 | 2,424.00 | 013A | 3531 | 1/31/2026 | G | 34 | 7 | (2,424.00) | - |
| R03-84639 | 130000005828 | Slicer, Globe 3850 | 386497 | 1 | 4/24/2003 | 2,949.00 | 013A | 2571 | 1/31/2026 | G | 23 | 7 | (2,949.00) | - |
| R06-85234 | 130000005486 | Oven, Doyon JA6SL, Single | 294 | 1 | 5/15/2006 | 5,650.62 | 013A | 1211 | 1/31/2026 | G | 20 | 7 | (5,650.62) | - |
| 90-15298 | 130000002777 | Slicer, Hobart 1712 | 56-898-866 | 1 | 4/16/1990 | 2,307.00 | 013A | 2851 | 1/31/2026 | G | 36 | 7 | (2,307.00) | - |
| 05-37367 | 130000000697 | Slicer, Hobart 2712 | 561-201-432 | 1 | 11/18/2004 | 4,152.00 | 013A | 0551 | 1/31/2026 | T | 21 | 7 | (4,152.00) | - |
| R94-10638 | 130000006414 | Slicer, Hobart 1712E | 56-935-029 | 1 | 10/30/1993 | 2,621.00 | 013A | 1451 | 1/31/2026 | G | 32 | 7 | (2,621.00) | - |
| R11-81798 | 130000005437 | Slicer, Hobart 3913 | 56-1317-760 | 1 | 4/4/2011 | 4,152.00 | 013A | 0231 | 1/31/2026 | G | 15 | 7 | (4,152.00) | - |
| 06-00674 | 130000000911 | Slicer, Hobart 2712 | 56-1209-803 | 1 | 7/28/2005 | 3,645.00 | 013A | 2611 | 1/31/2026 | T | 21 | 7 | (3,645.00) | - |
| R08-84135 | 130000005133 | Slicer, Hobart 2712 | 56-1251-937 | 1 | 1/11/2008 | 4,152.00 | 013A | 0341 | 1/31/2026 | G | 18 | 7 | (4,152.00) | - |
| R04-86231 | 130000006137 | Slicer, Hobart 2712 | 561-176-314 | 1 | 8/25/2003 | 4,152.50 | 013A | 3541 | 1/31/2026 | G | 22 | 7 | (4,152.50) | - |
| 90-19120 | 130000002789 | Slicer, Hobart 1712 | 56-882-461 | 1 | 1/1/1990 | 1,200.00 | 013A | 3081 | 1/31/2026 | G | 36 | 7 | (1,200.00) | - |
| R95-90055 | 130000007608 | Slicer, Hobart 1712E | 56-932-707 | 1 | 1/1/1995 | 2,600.00 | 013A | 0691 | 1/31/2026 | G | 31 | 7 | (2,600.00) | - |
| 95-27444 | 130000003092 | Slicer, Hobart 1712E | 561-015-509 | 1 | 1/1/1995 | 2,600.00 | 013A | 3321 | 1/31/2026 | G | 31 | 7 | (2,600.00) | - |
| 05-25733 | 090000000141 | CART, GOLF E-Z -GO | 1367876 | 1 | 8/18/2004 | 2,489.00 | 009A | 1151 | 1/31/2026 | T | 21 | 10 | (2,489.00) | - |
| 997101997 | 190000000800 | TRAILER 1979 USED FRUEHAUF 45 FT VAN TYPE | MAV588170 | 1 | 11/21/1990 | 2,695.00 | 019A | 9722 | 1/31/2026 | G | 35 | 10 | (2,695.00) | - |
| 19-02209 | 440000233076 | Apple 21.5 iMAC w/ Retina 4K display | C02XX55VJ1G5 | 1 | 2/26/2019 | 1,368.00 | 044A | 3011 | 1/31/2026 | T | 7 | 5 | (1,368.00) | - |
| 19-02210 | 440000233077 | Apple 21.5 iMAC w/ Retina 4K display | CO2XX512J1G5 | 1 | 2/26/2019 | 1,368.00 | 044A | 3011 | 1/31/2026 | T | 7 | 5 | (1,368.00) | - |
| 19-02211 | 440000233078 | Apple 21.5 iMAC w/ Retina 4K display | CO2XX4HAJ1G5 | 1 | 2/26/2019 | 1,368.00 | 044A | 3011 | 1/31/2026 | T | 7 | 5 | (1,368.00) | - |
| 19-02212 | 440000233079 | Apple 21.5 iMAC w/ Retina 4K display | CO2XX55KJ1G5 | 1 | 2/26/2019 | 1,368.00 | 044A | 3011 | 1/31/2026 | T | 7 | 5 | (1,368.00) | - |
| 19-02213 | 440000233080 | Apple 21.5 iMAC w/ Retina 4K display | CO2XX50ZJ1G5 | 1 | 2/26/2019 | 1,368.00 | 044A | 3011 | 1/31/2026 | T | 7 | 5 | (1,368.00) | - |
| 19-02214 | 440000233081 | Apple 21.5 iMAC w/ Retina 4K display | CO2XX4FSJ1G5 | 1 | 2/26/2019 | 1,368.00 | 044A | 3011 | 1/31/2026 | T | 7 | 5 | (1,368.00) | - |
| 19-02215 | 440000233082 | Apple 21.5 iMAC w/ Retina 4K display | CO2XX52CJ1G5 | 1 | 2/26/2019 | 1,368.00 | 044A | 3011 | 1/31/2026 | T | 7 | 5 | (1,368.00) | - |
| 19-02216 | 440000233083 | Apple 21.5 iMAC w/ Retina 4K display | CO2XX4ZEJ1G5 | 1 | 2/26/2019 | 1,368.00 | 044A | 3011 | 1/31/2026 | T | 7 | 5 | (1,368.00) | - |
| 19-02217 | 440000233084 | Apple 21.5 iMAC w/ Retina 4K display | CO2XX483J1G5 | 1 | 2/26/2019 | 1,368.00 | 044A | 3011 | 1/31/2026 | T | 7 | 5 | (1,368.00) | - |
| 19-02218 | 440000233085 | Apple 21.5 iMAC w/ Retina 4K display | CO2XX524J1G5 | 1 | 2/26/2019 | 1,368.00 | 044A | 3011 | 1/31/2026 | T | 7 | 5 | (1,368.00) | - |
| 19-02219 | 440000233086 | Apple 21.5 iMAC w/ Retina 4K display | CO2XX4ZDJ1G5 | 1 | 2/26/2019 | 1,368.00 | 044A | 3011 | 1/31/2026 | T | 7 | 5 | (1,368.00) | - |
| 19-02220 | 440000233087 | Apple 21.5 iMAC w/ Retina 4K display | CO2XX41PJIG5 | 1 | 2/26/2019 | 1,368.00 | 044A | 3011 | 1/31/2026 | T | 7 | 5 | (1,368.00) | - |
| 19-02221 | 440000233088 | Apple 21.5 iMAC w/ Retina 4K display | CO2XX51TJIG5 | 1 | 2/26/2019 | 1,368.00 | 044A | 3011 | 1/31/2026 | T | 7 | 5 | (1,368.00) | - |
| 19-02222 | 440000233089 | Apple 21.5 iMAC w/ Retina 4K display | CO2XX4HFJIG5 | 1 | 2/26/2019 | 1,368.00 | 044A | 3011 | 1/31/2026 | T | 7 | 5 | (1,368.00) | - |
| 19-02223 | 440000233090 | Apple 21.5 iMAC w/ Retina 4K display | CO2XX0TAJIG5 | 1 | 2/26/2019 | 1,368.00 | 044A | 3011 | 1/31/2026 | T | 7 | 5 | (1,368.00) | - |
| 19-04631 | 440000234065 | 27 iMac w Retina | CO2YPOA3JV3Y | 1 | 6/18/2019 | 2,468.00 | 044A | 3011 | 1/31/2026 | G | 7 | 5 | (2,468.00) | - |
| 997104072 | 190000001760 | 2015 FORD TRANSIT | 1FDWE3FL6GDC07764 | 1 | 10/30/2015 | 27,758.00 | 019A | 9630 | 1/31/2026 | T | 10 | 10 | (27,758.00) | - |
| 09-81054 | 090000000374 | 2004 E-Z-GO 4 PASSENGER ELECTRIC CART | 2153977 | 1 | 9/3/2008 | 3,663.00 | 009A | 3011 | 1/31/2026 | T | 17 | 10 | (3,663.00) | - |
| 10-02495 | 090000000392 | GOLF CART, 200 E-Z GO RXV 4 PASSENGER | 5012272 | 1 | 10/30/2009 | 6,193.00 | 009A | 3011 | 1/31/2026 | T | 16 | 10 | (6,193.00) | - |
| 21-48983 | 440000301154 | LENOVO 300E 2ND GEN (AMD) TOUCH | R910WFQP | 1 | 3/4/2021 | 264.50 | 044A | 0211 | 1/31/2026 | G | 5 | 5 | (260.09) | 4.41 |
| 21-48998 | 440000301169 | LENOVO 300E 2ND GEN (AMD) TOUCH | R910WFQ9 | 1 | 3/4/2021 | 264.50 | 044A | 0211 | 1/31/2026 | G | 5 | 5 | (260.09) | 4.41 |
| 21-49025 | 440000301196 | LENOVO 300E 2ND GEN (AMD) TOUCH | R910WFPG | 1 | 3/4/2021 | 264.50 | 044A | 0211 | 1/31/2026 | G | 5 | 5 | (260.09) | 4.41 |
| 21-49118 | 440000301289 | LENOVO 300E 2ND GEN (AMD) TOUCH | R910WFQR | 1 | 3/4/2021 | 264.50 | 044A | 0211 | 1/31/2026 | G | 5 | 5 | (260.09) | 4.41 |
| 22-08925 | 440000344135 | LENOVO 300E 2ND GEN (AMD) TOUCH | R914AD5F | 1 | 10/25/2021 | 264.50 | 044A | 0211 | 1/31/2026 | T | 4 | 5 | (229.24) | 35.26 |
| 21-63142 | 440000315207 | LENOVO 300E (1B CELERON TOUCH) | R910JZYJ | 1 | 4/26/2021 | 237.50 | 044A | 1841 | 1/31/2026 | G | 5 | 5 | (229.58) | 7.92 |
| 24-06242 | 440000413242 | LAPTOP LENOVO 300W Yoga Gen 4 | PW08V9N0 | 1 | 1/26/2024 | 237.50 | 044A | 1841 | 1/31/2026 | G | 2 | 5 | (98.96) | 138.54 |
| 24-06244 | 440000413244 | LAPTOP LENOVO 300W Yoga Gen 4 | PW08V9N5 | 1 | 1/26/2024 | 237.50 | 044A | 1841 | 1/31/2026 | G | 2 | 5 | (98.96) | 138.54 |
| 21-63128 | 440000315193 | LENOVO 300E (1B CELERON TOUCH) | R910JZZ7 | 1 | 4/26/2021 | 237.50 | 044A | 1841 | 1/31/2026 | G | 5 | 5 | (229.58) | 7.92 |
| 21-63140 | 440000315205 | LENOVO 300E (1B CELERON TOUCH) | R910JZWZ | 1 | 4/26/2021 | 237.50 | 044A | 1841 | 1/31/2026 | G | 5 | 5 | (229.58) | 7.92 |
| 21-63170 | 440000315235 | LENOVO 300E (1B CELERON TOUCH) | R910JZX4 | 1 | 4/26/2021 | 237.50 | 044A | 1841 | 1/31/2026 | G | 5 | 5 | (229.58) | 7.92 |
| 21-73481 | 440000326504 | LENOVO 300E 2ND GEN (AMD) TOUCH | R9127P9R | 1 | 6/7/2021 | 264.50 | 044A | 1841 | 1/31/2026 | G | 5 | 5 | (246.87) | 17.63 |
| 21-63130 | 440000315195 | LENOVO 300E (1B CELERON TOUCH) | R910JZX3 | 1 | 4/26/2021 | 237.50 | 044A | 1841 | 1/31/2026 | G | 5 | 5 | (229.58) | 7.92 |
| 21-63173 | 440000315238 | LENOVO 300E (1B CELERON TOUCH) | R910JZY6 | 1 | 4/26/2021 | 237.50 | 044A | 1841 | 1/31/2026 | G | 5 | 5 | (229.58) | 7.92 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**LIST OF SURPLUS PROPERTY UNDER $500,000**
**DATED : JANUARY 31ST, 2026**

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 21-63177 | 440000315242 | LENOVO 300E (1B CELERON TOUCH) | R910JZYZ | 1 | 4/26/2021 | 237.50 | 044A | 1841 | 1/31/2026 | G | 5 | 5 | (229.58) | 7.92 |
| 21-63195 | 440000315260 | LENOVO 300E (1B CELERON TOUCH) | R910JZZ0 | 1 | 4/26/2021 | 237.50 | 044A | 1841 | 1/31/2026 | G | 5 | 5 | (229.58) | 7.92 |
| 21-63212 | 440000315277 | LENOVO 300E (1B CELERON TOUCH) | R910JZZ5 | 1 | 4/26/2021 | 237.50 | 044A | 1841 | 1/31/2026 | G | 5 | 5 | (229.58) | 7.92 |
| 21-63218 | 440000315283 | LENOVO THINKPAD L13 i5 (1F i5 TOUCH) | R90Z74BL | 1 | 4/26/2021 | 622.50 | 044A | 1841 | 1/31/2026 | G | 5 | 5 | (601.75) | 20.75 |
| 21-73537 | 440000326560 | LENOVO 300E 2ND GEN (AMD) TOUCH | R9126LDP | 1 | 6/7/2021 | 264.50 | 044A | 1841 | 1/31/2026 | G | 5 | 5 | (246.87) | 17.63 |
| 24-06154 | 440000413154 | LAPTOP LENOVO 300W Yoga Gen 4 | PW08TWC9 | 1 | 1/26/2024 | 237.50 | 044A | 1841 | 1/31/2026 | G | 2 | 5 | (98.96) | 138.54 |
| 21-63132 | 440000315197 | LENOVO 300E (1B CELERON TOUCH) | R910JZYD | 1 | 4/26/2021 | 237.50 | 044A | 1841 | 1/31/2026 | G | 5 | 5 | (229.58) | 7.92 |
| 21-63182 | 440000315247 | LENOVO 300E (1B CELERON TOUCH) | R910JZY9 | 1 | 4/26/2021 | 237.50 | 044A | 1841 | 1/31/2026 | G | 5 | 5 | (229.58) | 7.92 |
| 21-73483 | 440000326506 | LENOVO 300E 2ND GEN (AMD) TOUCH | R91262TT | 1 | 6/7/2021 | 264.50 | 044A | 1841 | 1/31/2026 | G | 5 | 5 | (246.87) | 17.63 |
| 21-73505 | 440000326528 | LENOVO 300E 2ND GEN (AMD) TOUCH | R9126LS6 | 1 | 6/7/2021 | 264.50 | 044A | 1841 | 1/31/2026 | G | 5 | 5 | (246.87) | 17.63 |
| 21-73568 | 440000326591 | LENOVO 300E 2ND GEN (AMD) TOUCH | R9126LRC | 1 | 6/7/2021 | 264.50 | 044A | 1841 | 1/31/2026 | G | 5 | 5 | (246.87) | 17.63 |
| 22-16342 | 440000351486 | Laptop, Latitude 3190 2-in-1 | D3H72J3 | 1 | 10/27/2021 | 276.05 | 044A | 2801 | 1/31/2026 | T | 4 | 5 | (239.24) | 36.81 |
| 22-16406 | 440000351550 | Laptop, Latitude 3190 2-in-1 | 93TR1J3 | 1 | 10/27/2021 | 276.05 | 044A | 2801 | 1/31/2026 | T | 4 | 5 | (239.24) | 36.81 |
| 24-01119 | 580000002076 | GYHM170A JVC prof SDI camcorder | 16770516 | 1 | 9/5/2023 | 2,153.00 | 058A | 2801 | 1/31/2026 | G | 2 | 7 | (743.30) | 1,409.70 |
| 21-72296 | 440000325319 | LENOVO 300E 2ND GEN (AMD) TOUCH | R9123W42 | 1 | 6/4/2021 | 264.50 | 044A | 2801 | 1/31/2026 | G | 5 | 5 | (246.87) | 17.63 |
| 21-72332 | 440000325355 | LENOVO 300E 2ND GEN (AMD) TOUCH | R9123W4G | 1 | 6/4/2021 | 264.50 | 044A | 2801 | 1/31/2026 | G | 5 | 5 | (246.87) | 17.63 |
| 21-72344 | 440000325367 | LENOVO 300E 2ND GEN (AMD) TOUCH | R9123W43 | 1 | 6/4/2021 | 264.50 | 044A | 2801 | 1/31/2026 | G | 5 | 5 | (246.87) | 17.63 |
| 21-72363 | 440000325386 | LENOVO 300E 2ND GEN (AMD) TOUCH | R9123W6A | 1 | 6/4/2021 | 264.50 | 044A | 2801 | 1/31/2026 | G | 5 | 5 | (246.87) | 17.63 |
| | | | | 2,943 | | 4,336,580.76 | | | | | | | (4,334,362.38) | 2,218.38 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**QUESTIONABLE ITEMS REPORT**
**DATED : JANUARY 31ST 2026**

| | 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** | 21-48983 | LENOVO 300E 2ND GEN (AMD) TOUCH | R910WFQP | 3/4/2021 | 044A | 0211 | 5 | 5 | 4.41 | | X | | Beyond Economical Repair |
| **2** | 21-48998 | LENOVO 300E 2ND GEN (AMD) TOUCH | R910WFQ9 | 3/4/2021 | 044A | 0211 | 5 | 5 | 4.41 | | X | | Beyond Economical Repair |
| **3** | 21-49025 | LENOVO 300E 2ND GEN (AMD) TOUCH | R910WFPG | 3/4/2021 | 044A | 0211 | 5 | 5 | 4.41 | | X | | Beyond Economical Repair |
| **4** | 21-49118 | LENOVO 300E 2ND GEN (AMD) TOUCH | R910WFQR | 3/4/2021 | 044A | 0211 | 5 | 5 | 4.41 | | X | | Beyond Economical Repair |
| **5** | 22-08925 | LENOVO 300E 2ND GEN (AMD) TOUCH | R914AD5F | 10/25/2021 | 044A | 0211 | 4 | 5 | 35.26 | | X | | Beyond Economical Repair |
| **6** | 21-63142 | LENOVO 300E (1B CELERON TOUCH) | R910JZYJ | 04/26/21 | 044A | 1841 | 5 | 5 | 7.92 | | X | | Beyond Economical Repair |
| **7** | 24-06242 | LAPTOP LENOVO 300W Yoga Gen 4 | PW08V9N0 | 01/26/24 | 044A | 1841 | 2 | 5 | 138.54 | | X | | Beyond Economical Repair |
| **8** | 24-06244 | LAPTOP LENOVO 300W Yoga Gen 4 | PW08V9N5 | 01/26/24 | 044A | 1841 | 2 | 5 | 138.54 | | X | | Beyond Economical Repair |
| **9** | 21-63128 | LENOVO 300E (1B CELERON TOUCH) | R910JZZ7 | 04/26/21 | 044A | 1841 | 5 | 5 | 7.92 | | X | | Beyond Economical Repair |
| **10** | 21-63140 | LENOVO 300E (1B CELERON TOUCH) | R910JZWZ | 04/26/21 | 044A | 1841 | 5 | 5 | 7.92 | | X | | Beyond Economical Repair |
| **11** | 21-63170 | LENOVO 300E (1B CELERON TOUCH) | R910JZX4 | 04/26/21 | 044A | 1841 | 5 | 5 | 7.92 | | X | | Beyond Economical Repair |
| **12** | 21-73481 | LENOVO 300E 2ND GEN (AMD) TOUCH | R9127P9R | 06/07/21 | 044A | 1841 | 5 | 5 | 17.63 | | X | | Beyond Economical Repair |
| **13** | 21-63130 | LENOVO 300E (1B CELERON TOUCH) | R910JZX3 | 04/26/21 | 044A | 1841 | 5 | 5 | 7.92 | | X | | Beyond Economical Repair |
| **14** | 21-63173 | LENOVO 300E (1B CELERON TOUCH) | R910JZY6 | 04/26/21 | 044A | 1841 | 5 | 5 | 7.92 | | X | | Beyond Economical Repair |
| **15** | 21-63177 | LENOVO 300E (1B CELERON TOUCH) | R910JZYZ | 04/26/21 | 044A | 1841 | 5 | 5 | 7.92 | | X | | Beyond Economical Repair |
| **16** | 21-63195 | LENOVO 300E (1B CELERON TOUCH) | R910JZZ0 | 04/26/21 | 044A | 1841 | 5 | 5 | 7.92 | | X | | Beyond Economical Repair |
| **17** | 21-63212 | LENOVO 300E (1B CELERON TOUCH) | R910JZZ5 | 04/26/21 | 044A | 1841 | 5 | 5 | 7.92 | | X | | Beyond Economical Repair |
| **18** | 21-63218 | LENOVO THINKPAD L13 i5 (1F i5 TOUCH) | R90Z74BL | 04/26/21 | 044A | 1841 | 5 | 5 | 20.75 | | X | | Beyond Economical Repair |
| **19** | 21-73537 | LENOVO 300E 2ND GEN (AMD) TOUCH | R9126LDP | 06/07/21 | 044A | 1841 | 5 | 5 | 17.63 | | X | | Beyond Economical Repair |
| **20** | 24-06154 | LAPTOP LENOVO 300W Yoga Gen 4 | PW08TWC9 | 01/26/24 | 044A | 1841 | 2 | 5 | 138.54 | | X | | Beyond Economical Repair |
| **21** | 21-63132 | LENOVO 300E (1B CELERON TOUCH) | R910JZYD | 04/26/21 | 044A | 1841 | 5 | 5 | 7.92 | | X | | Beyond Economical Repair |
| **22** | 21-63182 | LENOVO 300E (1B CELERON TOUCH) | R910JZY9 | 04/26/21 | 044A | 1841 | 5 | 5 | 7.92 | | X | | Beyond Economical Repair |
| **23** | 21-73483 | LENOVO 300E 2ND GEN (AMD) TOUCH | R91262TT | 06/07/21 | 044A | 1841 | 5 | 5 | 17.63 | | X | | Beyond Economical Repair |
| **24** | 21-73505 | LENOVO 300E 2ND GEN (AMD) TOUCH | R9126LS6 | 06/07/21 | 044A | 1841 | 5 | 5 | 17.63 | | X | | Beyond Economical Repair |
| **25** | 21-73568 | LENOVO 300E 2ND GEN (AMD) TOUCH | R9126LRC | 06/07/21 | 044A | 1841 | 5 | 5 | 17.63 | | X | | Beyond Economical Repair |
| **26** | 22-16342 | Laptop, Latitude 3190 2-in-1 | D3H72J3 | 10/27/21 | 044A | 2801 | 4 | 5 | 36.81 | | X | | Beyond Economical Repair |
| **27** | 22-16406 | Laptop, Latitude 3190 2-in-1 | 93TR1J3 | 10/27/21 | 044A | 2801 | 4 | 5 | 36.81 | | X | | Beyond Economical Repair |
| **28** | 24-01119 | GYHM170A JVC prof SDI camcorder | 16770516 | 09/05/23 | 058A | 2801 | 2 | 7 | 1,409.70 | | X | | Beyond Economical Repair |
| **29** | 21-72296 | LENOVO 300E 2ND GEN (AMD) TOUCH | R9123W42 | 06/04/21 | 044A | 2801 | 5 | 5 | 17.63 | | X | | Beyond Economical Repair |
| **30** | 21-72332 | LENOVO 300E 2ND GEN (AMD) TOUCH | R9123W4G | 06/04/21 | 044A | 2801 | 5 | 5 | 17.63 | | X | | Beyond Economical Repair |
| **31** | 21-72344 | LENOVO 300E 2ND GEN (AMD) TOUCH | R9123W43 | 06/04/21 | 044A | 2801 | 5 | 5 | 17.63 | | X | | Beyond Economical Repair |
| **32** | 21-72363 | LENOVO 300E 2ND GEN (AMD) TOUCH | R9123W6A | 06/04/21 | 044A | 2801 | 5 | 5 | 17.63 | | X | | Beyond Economical Repair |
| | | | | | | | | | **2,218.38** | | | | |

Status: REVISED

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | 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 January 31, 2026**
**REVISED**

**REQUESTED ACTION:**

**Approve the Budget Reports for the period ended January 31, 2026. 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
- January 2026 Budget Report
- Memo to Revise

**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 Jan 22, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Romaneir Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

**EXECUTIVE SUMMARY**

**Budget Report for the Period Ended January 31, 2026**

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**Board Meeting Date: March 10, 2026**

**Requested Action:**
Approve the Budget Report for the period ended January 31, 2026.

**School Board Policy Requirement/Authority:**
This item is not specifically required by School Board Policy but is statutorily required as described below. Regular monthly financial reporting supports the Board's fiscal oversight responsibilities and compliance with the District's financial management and fund balance policies.

**Statutory Requirement/Authority:**
This item is required in accordance with Section 1011.06(2), Florida Statutes, which requires monthly statements to 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 January 31, 2026. 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 January 31, 2026. 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 January 31, 2026, and provides a point-in-time snapshot of the District's financial position.

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 implementation, fund balance levels, and long-term financial 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 January 31, 2026, across all major District funds.

Based on financial activity recorded to date and approved budget amendments reflected in this report, the District is projecting a reduction in the General Fund's fund balance for FY 2025-26. This projected reduction reflects current enrollment trends, revenue adjustments, and expenditure pressures within the fiscal year. These financial pressures are structural in nature rather than temporary and require continued alignment of staffing and expenditure levels with enrollment trends.

To preserve fiscal stability and ensure compliance with the State's minimum 3 percent General Fund fund balance requirement, the District has implemented a hiring freeze and travel freeze and continues to review expenditure controls. In addition, the School Board approved the closure and consolidation of six schools, effective next school year, to better align facility utilization and operating costs with enrollment levels.

While current projections indicate the District will remain above the State's 3 percent minimum requirement at fiscal year-end, the available margin is limited. District leadership will continue to monitor revenue collections, spending patterns, and fund balance levels and will provide the School Board with updates through future budget reports.

As discussed during the February 17, 2026 School Board Workshop, the FEFP Third Calculation reflects updated enrollment-based funding reductions. Those reductions are incorporated into the January 31, 2026 Budget Report and are reflected in the District's projected revenues and fund balance levels.

**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 January 2026 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 January 31, 2026;
- 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 January 31, 2026**

**Prepared by Financial Management**

Florida law requires district school boards to maintain continuous oversight of their financial condition, including regular review of budget amendments and financial statements pursuant to Section 1011.06, Florida Statutes. The monthly budget report serves as the Board's primary vehicle for fulfilling this responsibility.

As presented during the February 17, 2026, School Board Workshop, the District's current projection for the combined Assigned and Unassigned General Fund fund balance is approximately 3.08 percent at fiscal year-end. This projection serves as the primary benchmark for monitoring compliance with the State's minimum 3 percent requirement.

The statutory monthly report format presents revenues, expenditures, and fund balance in accordance with State reporting requirements and does not reflect the full year-end reconciliation discussed at the workshop. However, the financial activity reflected in this January 31, 2026, report incorporates the same revenue and expenditure adjustments underlying that projection.

**General Fund Balance Requirements**

For purposes of state compliance, the General Fund balance is measured using the combined Assigned and Unassigned portions of fund balance. Florida law requires each school district to maintain a minimum year-end available fund balance equal to 3 percent of General Fund revenues in order to avoid initiation of a financial emergency review by the State.

It is important to emphasize that the State's compliance determination is based solely on the year-end available fund balance. Mid-year balances fluctuate as revenues and expenditures are recorded at different points in the fiscal cycle—for example, the majority of local property tax revenue is received in December, temporarily increasing the mid-year balance. Such fluctuations are expected and do not factor into the State's compliance assessment.

**General Fund Overview**

The January report reflects updated revenue and expenditure projections through January 31, 2026, including the impact of the FEFP Third Calculation based on enrollment data. The District continues to project a reduction in the General Fund's fund balance for FY 2025-26, driven by structural enrollment trends and associated reductions in State funding.

While projections indicate the District will remain above the State's minimum requirement at year-end, the margin above that threshold remains limited. In response, the District has implemented a hiring freeze and travel freeze and continues to align staffing and operating levels with enrollment trends to preserve fiscal stability.

**Referendum Fund Amendment Highlights**

The Referendum Fund amendment reflects:

- A $6.7 million reduction related to the statutory collection fee retained by the Broward County Tax Collector's Office for ad valorem referendum revenues; and
- A $2.4 million redistribution resulting from updated enrollment data under the FEFP Third Calculation, revising the proportional allocation between traditional and charter schools.

These adjustments ensure that referendum revenues and appropriations remain aligned with updated revenue collections and enrollment-based distribution formulas.

**General Fund Amendment Highlights**

The General Fund amendment incorporates:

- A net reduction of approximately $27.3 million to traditional school revenues associated with the FEFP Third Calculation and updated enrollment data;
- An adjustment of approximately $7.9 million to charter school pass-through funding based on revised State calculations;
- An appropriation of approximately $8.0 million to support the turnkey substitute teacher solution; and
- The recognition of approximately $1.6 million in prior-year carryover balances.

Collectively, these amendments align the adopted budget with updated State funding calculations and operational requirements and contribute to the projected reduction in the General Fund's fund balance for FY 2025-26.

**Capital Projects Fund Amendment Highlights**

The Capital Projects Fund amendment reflects updated Local Capital Improvement Funds (LCIF) allocations related to State-mandated charter school funding. While total capital revenues remain unchanged, the allocation between district-managed projects and charter pass-through funding has been updated to reflect revised State calculations.

As of the January 10 Regular School Board Meeting, the Capital Fund Reserve balance was $62,995,447.

**Summary and Transition to Detailed Reports**

The detailed reports that follow present fund-by-fund revenue, appropriation, and fund balance activity, along with the specific amendments requiring Board approval. Together, these reports provide the transparency necessary for the School Board to exercise its statutory fiscal oversight responsibilities and ensure continued alignment between the District's financial plan and current revenue and enrollment conditions.

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

## ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH JANUARY 31, 2026

## FOR FISCAL YEAR 2025-26

## GENERAL FUND ONLY

| | | A | B | | C | D | E | F |
|---|---|---|---|---|---|---|---|---|
| | Adopted Budget September 9, 2025 | Revised Budget December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | | - | 1,151,126 | 848,874 | 57.6% |
| Federal Through State | 11,996,500 | 11,996,500 | 11,996,500 | | - | 5,914,900 | 6,081,600 | 49.3% |
| State Sources | 983,303,878 | 998,236,444 | 963,027,600 | C | (35,208,844) | 588,486,825 | 374,540,775 | 61.1% |
| Local Sources | 1,347,470,567 | 1,347,470,567 | 1,347,470,567 | | - | 1,121,071,422 | 226,399,145 | 83.2% |
| Other Sources | 213,056,123 | 213,056,123 | 213,056,123 | | - | 135,901,815 | 77,154,308 | 63.8% |
| *Charter School Pass-Through* [1] | (444,305,175) | (447,339,022) | (439,407,034) | C | 7,931,988 | (254,165,375) | (185,241,659) | 57.8% |
| **TOTAL REVENUES & TRANSFERS** | **2,113,521,893** | **2,125,420,612** | **2,098,143,756** | | **(27,276,856)** | **1,598,360,713** | **499,783,043** | **76.2%** |
| **ESTIMATED EXPENDITURES BY OBJECT:** | | | | | | | | |
| Salaries | 1,181,642,857 | 1,192,677,261 | 1,192,677,261 | | - | 722,026,400 | 470,650,861 | 60.5% |
| Benefits | 496,687,048 | 499,213,926 | 499,213,926 | | - | 314,618,613 | 184,595,313 | 63.0% |
| Purchased Services | 654,962,357 | 672,481,930 | 672,549,942 | C,D | 68,012 | 424,757,462 | 247,792,480 | 63.2% |
| Energy Services | 70,181,637 | 70,181,637 | 70,181,637 | | - | 34,873,468 | 35,308,169 | 49.7% |
| Materials and Supplies | 80,940,041 | 88,086,978 | 89,740,962 | E | 1,653,984 | 40,962,066 | 48,778,896 | 45.6% |
| Capital Outlay | 27,744,326 | 27,744,326 | 27,744,326 | | - | 16,774,689 | 10,969,637 | 60.5% |
| Other Expenses | 45,847,367 | 46,447,367 | 46,447,367 | | - | 19,568,115 | 26,879,252 | 42.1% |
| Transfers Out | 40,000 | 466,253 | 466,253 | | - | 426,253 | 40,000 | 91.4% |
| *Charter School Pass-Through* [1] | (444,305,175) | (447,339,022) | (439,407,034) | C | 7,931,988 | (254,165,375) | (185,241,659) | 57.8% |
| **TOTAL ESTIMATED EXPENDITURES** | **2,113,740,458** | **2,149,960,656** | **2,159,614,640** | | **9,653,984** | **1,319,841,691** | **839,772,949** | **61.1%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **(218,565)** | **(24,540,044)** | **(61,470,884)** | | **(36,930,840)** | **278,519,022** | **(339,989,906)** | |
| **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)** | **(24,540,044)** | **(61,470,884)** | | | **278,519,022** | | |
| **ESTIMATED ENDING FUND BALANCE** | **205,739,690** | **431,583,211** | **394,652,371** | | | **734,642,277** | | |

**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 JANUARY 31, 2026

## FOR FISCAL YEAR 2025-26

## GENERAL FUND ONLY

| | | A | B | | C | D | E | F |
|---|---|---|---|---|---|---|---|---|
| | Adopted Budget September 9, 2025 | Revised Budget December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | | - | 1,151,126 | 848,874 | 58% |
| Federal Through State | 11,996,500 | 11,996,500 | 11,996,500 | | - | 5,914,900 | 6,081,600 | 49.3% |
| State Sources | 983,303,878 | 998,236,444 | 963,027,600 | C | (35,208,844) | 588,486,825 | 374,540,775 | 61.1% |
| Local Sources | 1,347,470,567 | 1,347,470,567 | 1,347,470,567 | | - | 1,121,071,422 | 226,399,145 | 83.2% |
| Other Sources | 213,056,123 | 213,056,123 | 213,056,123 | | - | 135,901,815 | 77,154,308 | 63.8% |
| *Charter School Pass-Through* [1] | (444,305,175) | (447,339,022) | (439,407,034) | C | 7,931,988 | (254,165,375) | (185,241,659) | 57.8% |
| **TOTAL REVENUES & TRANSFERS** | **2,113,521,893** | **2,125,420,612** | **2,098,143,756** | | **(27,276,856)** | **1,598,360,713** | **499,783,043** | **76.2%** |
| **ESTIMATED EXPENDITURES BY FUNCTION:** | | | | | | | | |
| Instruction | 1,657,872,419 | 1,681,264,135 | 1,681,332,147 | C,D | 68,012 | 971,934,884 | 709,397,263 | 57.8% |
| Pupil Services | 103,880,312 | 112,984,218 | 112,984,218 | | - | 93,514,612 | 19,469,606 | 82.8% |
| Instructional Media | 25,556,301 | 25,556,301 | 25,556,301 | | - | 15,294,733 | 10,261,568 | 59.8% |
| Instruction & Curriculum | 37,152,538 | 37,152,538 | 37,152,538 | | - | 21,738,782 | 15,413,756 | 58.5% |
| Instructional Staff Training | 6,495,532 | 6,495,532 | 6,495,532 | | - | 3,352,442 | 3,143,090 | 51.6% |
| Instructional Technology | 35,911,876 | 39,170,926 | 39,170,926 | | - | 22,184,410 | 16,986,516 | 56.6% |
| Board Expenses-Contracted Svs | 7,819,790 | 7,819,790 | 7,819,790 | | - | 5,146,741 | 2,673,049 | 65.8% |
| General Administration | 12,837,196 | 13,259,303 | 13,259,303 | | - | 7,130,735 | 6,128,568 | 53.8% |
| School Administration | 147,187,700 | 147,187,700 | 147,187,700 | | - | 94,529,946 | 52,657,754 | 64.2% |
| Facilities | 20,145,000 | 20,145,000 | 20,145,000 | | - | 9,643,294 | 10,501,706 | 47.9% |
| Fiscal Services | 10,511,838 | 10,996,489 | 10,996,489 | | - | 7,920,852 | 3,075,637 | 72.0% |
| Food Services | - | - | - | | - | - | - | 0.0% |
| Central Services | 67,590,512 | 67,590,512 | 67,590,512 | | - | 42,600,946 | 24,989,566 | 63.0% |
| Transportation | 95,938,111 | 95,447,703 | 95,447,703 | | - | 60,782,792 | 34,664,911 | 63.7% |
| Operation of Plant | 214,491,729 | 214,491,729 | 214,491,729 | | - | 129,332,763 | 85,158,966 | 60.3% |
| Maintenance of Plant | 73,876,457 | 73,876,457 | 73,876,457 | | - | 59,921,766 | 13,954,691 | 81.1% |
| Administrative Technology | 19,187,319 | 19,187,319 | 19,187,319 | | - | 17,434,763 | 1,752,556 | 90.9% |
| Community Services | 9,894,424 | 12,551,194 | 14,205,178 | E | 1,653,984 | 9,236,105 | 4,969,073 | 65.0% |
| 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 | | - | 426,253 | 40,000 | 91.4% |
| Proprietary and Fiduciary Expense | - | - | - | | - | - | - | 0.0% |
| *Charter School Pass-Through* [1] | (444,305,175) | (447,339,022) | (439,407,034) | C | 7,931,988 | (254,165,375) | (185,241,659) | 57.8% |
| **TOTAL ESTIMATED EXPENDITURES** | **2,113,740,458** | **2,149,960,656** | **2,159,614,640** | | **9,653,984** | **1,319,841,691** | **839,772,949** | **61.1%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **(218,565)** | **(24,540,044)** | **(61,470,884)** | | **(36,930,840)** | **278,519,022** | **(339,989,906)** | |
| **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** | | **(24,540,044)** | **(61,470,884)** | | | **278,519,022** | | |
| **ESTIMATED ENDING FUND BALANCE** | **205,958,255** | **431,583,211** | **394,652,371** | | | **734,642,277** | | |

**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 JANUARY 31, 2026

## FOR FISCAL YEAR 2025-26

## REFERENDUM ONLY

| | | A | B | | C | D | E | F |
|---|---|---|---|---|---|---|---|---|
| | Adopted Budget September 9, 2025 | Revised Budget December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | 326,608,049 | A,B | (6,665,470) | 276,913,131 | 49,694,918 | 84.8% |
| Other Sources | | | | | | | | |
| *Charter School Pass-Through* [1] | (70,285,997) | (70,285,997) | (66,480,277) | A,B | 3,805,720 | (41,529,168) | (24,951,109) | 62.5% |
| **TOTAL REVENUES & TRANSFERS** | **262,987,522** | **262,987,522** | **260,127,772** | | **(2,859,750)** | **235,383,963** | **24,743,809** | **90.5%** |
| **ESTIMATED EXPENDITURES BY OBJECT:** | | | | | | | | |
| Salaries | 168,337,533 | 168,337,533 | 166,010,641 | A,B | (2,326,892) | 93,203,750 | 72,806,891 | 56.1% |
| Benefits | 41,905,059 | 41,905,059 | 41,372,201 | A,B | (532,858) | 18,901,753 | 22,470,448 | 45.7% |
| Purchased Services | 121,536,879 | 121,536,879 | 117,731,159 | A,B | (3,805,720) | 76,087,121 | 41,644,038 | 64.6% |
| 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) | (66,480,277) | A,B | 3,805,720 | (41,529,168) | (24,951,109) | 62.5% |
| **TOTAL ESTIMATED EXPENDITURES** | **262,987,522** | **262,987,522** | **260,127,772** | | **(2,859,750)** | **146,663,456** | **113,464,316** | **56.4%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **-** | **-** | **-** | | **-** | **88,720,507** | **(88,720,507)** | |
| **BEGINNING FUND BALANCE** | | **-** | **-** | | | **-** | | |
| **NET REVENUE OVER/(UNDER) EXPENDITURES** | **-** | **-** | **-** | | | **88,720,507** | | |
| **ESTIMATED ENDING FUND BALANCE** | **-** | **-** | **-** | | | **88,720,507** | | |

**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 JANUARY 31, 2026

## FOR FISCAL YEAR 2025-26

## REFERENDUM ONLY

| | | A | B | | C | D | E | F |
|---|---|---|---|---|---|---|---|---|
| | Adopted Budget September 9, 2025 | Revised Budget December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | 326,608,049 | A,B | (6,665,470) | 276,913,131 | 49,694,918 | 84.8% |
| Other Sources | | | | | | | | |
| *Charter School Pass-Through* [1] | (70,285,997) | (70,285,997) | (66,480,277) | A,B | 3,805,720 | (41,529,168) | (24,951,109) | 62.5% |
| **TOTAL REVENUES & TRANSFERS** | **262,987,522** | **262,987,522** | **260,127,772** | | **(2,859,750)** | **235,383,963** | **24,743,809** | **90.5%** |
| **ESTIMATED EXPENDITURES BY FUNCTION:** | | | | | | | | |
| Instruction | 220,784,582 | 220,784,582 | 215,335,317 | A,B | (5,449,265) | 131,924,857 | 83,410,460 | 61.3% |
| Pupil Services | 48,202,329 | 48,202,329 | 48,202,329 | | - | 21,752,226 | 26,450,103 | 45.1% |
| Instructional Media | - | - | - | | - | - | - | 0.0% |
| Instruction & Curriculum | 1,369,320 | 1,369,320 | 980,134 | A | (389,186) | 1,826,973 | (846,839) | 186.4% |
| Instructional Staff Training | - | - | - | | - | - | - | 0.0% |
| Instructional Technology | 1,945,895 | 1,945,895 | 1,945,895 | | - | 1,222,554 | 723,341 | 62.8% |
| Board Expenses | 161,168 | 161,168 | 161,168 | | - | 93,260 | 67,908 | 57.9% |
| General Administration | 776,141 | 776,141 | 776,141 | | - | 812,633 | (36,492) | 104.7% |
| School Administration | 7,727,705 | 7,727,705 | 7,727,705 | | - | 3,788,484 | 3,939,221 | 49.0% |
| Facilities | - | - | - | | - | - | - | 0.0% |
| Fiscal Services | 633,428 | 633,428 | 633,428 | | - | 324,857 | 308,571 | 51.3% |
| Food Services | - | - | - | | - | - | - | 0.0% |
| Central Services | 7,727,705 | 7,727,705 | 7,727,705 | | - | 2,311,859 | 5,415,846 | 29.9% |
| Transportation | 3,017,118 | 3,017,118 | 3,017,118 | | - | 1,635,403 | 1,381,715 | 54.2% |
| Operation of Plant | 37,789,634 | 37,789,634 | 36,962,615 | A | (827,019) | 20,805,073 | 16,157,542 | 56.3% |
| Maintenance of Plant | 3,084,179 | 3,084,179 | 3,084,179 | | - | 1,587,771 | 1,496,408 | 51.5% |
| Administrative Technology | 44,785 | 44,785 | 44,785 | | - | 106,674 | (61,889) | 238.2% |
| 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) | (66,480,277) | A,B | 3,805,720 | (41,529,168) | (24,951,109) | 62.5% |
| **TOTAL ESTIMATED EXPENDITURES** | **262,987,522** | **262,987,522** | **260,127,772** | | **(2,859,750)** | **146,663,456** | **113,464,316** | **56.4%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **-** | **-** | **-** | | **-** | **88,720,507** | **(88,720,507)** | |
| **BEGINNING FUND BALANCE** | **-** | **-** | **-** | | | **-** | | |
| **NET REVENUE OVER/(UNDER) EXPENDITURES** | **-** | **-** | **-** | | | **88,720,507** | | |
| **ESTIMATED ENDING FUND BALANCE** | **-** | **-** | **-** | | | **88,720,507** | | |

**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 JANUARY 31, 2026

## FOR FISCAL YEAR 2025-26

## GENERAL FUND & REFERENDUM COMBINED

| | | A | B | | C | D | E | F |
|---|---|---|---|---|---|---|---|---|
| | Adopted Budget September 9, 2025 | Revised Budget December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | | - | 1,151,126 | 848,874 | 57.6% |
| Federal Through State | 11,996,500 | 11,996,500 | 11,996,500 | | - | 5,914,900 | 6,081,600 | 49.3% |
| State Sources | 983,303,878 | 998,236,444 | 963,027,600 | C | (35,208,844) | 588,486,825 | 374,540,775 | 61.1% |
| Local Sources | 1,680,744,086 | 1,680,744,086 | 1,674,078,616 | A,B | (6,665,470) | 1,397,984,553 | 276,094,063 | 83.5% |
| Other Sources | 213,056,123 | 213,056,123 | 213,056,123 | | - | 135,901,815 | 77,154,308 | 63.8% |
| *Charter School Pass-Through* [1] | (514,591,172) | (517,625,019) | (505,887,311) | A,B,C | 11,737,708 | (295,694,543) | (210,192,768) | 58.5% |
| **TOTAL REVENUES & TRANSFERS** | **2,376,509,415** | **2,388,408,134** | **2,358,271,528** | | **(30,136,606)** | **1,833,744,676** | **524,526,852** | **77.8%** |
| **ESTIMATED EXPENDITURES BY OBJECT:** | | | | | | | | |
| Salaries | 1,349,980,390 | 1,361,014,794 | 1,358,687,902 | A,B | (2,326,892) | 815,230,150 | 543,457,752 | 60.0% |
| Benefits | 538,592,107 | 541,118,985 | 540,586,127 | A,B | (532,858) | 333,520,366 | 207,065,761 | 61.7% |
| Purchased Services | 776,499,236 | 794,018,809 | 790,281,101 | A-D | (3,737,708) | 500,844,583 | 289,436,518 | 63.4% |
| Energy Services | 70,181,637 | 70,181,637 | 70,181,637 | | - | 34,873,468 | 35,308,169 | 49.7% |
| Materials and Supplies | 80,963,146 | 88,110,083 | 89,764,067 | E | 1,653,984 | 40,962,066 | 48,802,001 | 45.6% |
| Capital Outlay | 29,204,324 | 29,204,324 | 29,204,324 | | - | 16,774,689 | 12,429,635 | 57.4% |
| Other Expenses | 45,858,312 | 46,458,312 | 46,458,312 | | - | 19,568,115 | 26,890,197 | 42.1% |
| Transfers Out | 40,000 | 466,253 | 466,253 | | - | 426,253 | 40,000 | 91.4% |
| *Charter School Pass-Through* [1] | (514,591,172) | (517,625,019) | (505,887,311) | A,B,C | 11,737,708 | (295,694,543) | (210,192,768) | 58.5% |
| **TOTAL ESTIMATED EXPENDITURES** | **2,376,727,980** | **2,412,948,178** | **2,419,742,412** | | **6,794,234** | **1,466,505,147** | **953,237,265** | **60.6%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **(218,565)** | **(24,540,044)** | **(61,470,884)** | | **(36,930,840)** | **367,239,529** | **(428,710,413)** | |
| **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)** | **(24,540,044)** | **(61,470,884)** | | **-** | **367,239,529** | | |
| **ESTIMATED ENDING FUND BALANCE** | **205,739,690** | **431,583,211** | **394,652,371** | | **-** | **823,362,784** | | |

**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 JANUARY 31, 2026

## FOR FISCAL YEAR 2025-26

## GENERAL FUND & REFERENDUM COMBINED

| | | A | B | | C | D | E | F |
|---|---|---|---|---|---|---|---|---|
| | Adopted Budget September 9, 2025 | Revised Budget December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | | - | 1,151,126 | 848,874 | 57.6% |
| Federal Through State | 11,996,500 | 11,996,500 | 11,996,500 | | - | 5,914,900 | 6,081,600 | 49.3% |
| State Sources | 983,303,878 | 998,236,444 | 963,027,600 | C | (35,208,844) | 588,486,825 | 374,540,775 | 61.1% |
| Local Sources | 1,680,744,086 | 1,680,744,086 | 1,674,078,616 | A,B | (6,665,470) | 1,397,984,553 | 276,094,063 | 83.5% |
| Other Sources | 213,056,123 | 213,056,123 | 213,056,123 | | - | 135,901,815 | 77,154,308 | 63.8% |
| *Charter School Pass-Through* [1] | (514,591,172) | (517,625,019) | (505,887,311) | A,B,C | 11,737,708 | (295,694,543) | (210,192,768) | 58.5% |
| **TOTAL REVENUES & TRANSFERS** | **2,376,509,415** | **2,388,408,134** | **2,358,271,528** | | **(30,136,606)** | **1,833,744,676** | **524,526,852** | **77.8%** |
| **ESTIMATED EXPENDITURES BY FUNCTION:** | | | | | | | | |
| Instruction | 1,878,657,001 | 1,902,048,717 | 1,896,667,464 | A-D | (5,381,253) | 1,103,859,741 | 792,807,723 | 58.2% |
| Pupil Services | 152,082,641 | 161,186,547 | 161,186,547 | | - | 115,266,838 | 45,919,709 | 71.5% |
| Instructional Media | 25,556,301 | 25,556,301 | 25,556,301 | | - | 15,294,733 | 10,261,568 | 59.8% |
| Instruction & Curriculum | 38,521,858 | 38,521,858 | 38,132,672 | A | (389,186) | 23,565,755 | 14,566,917 | 61.8% |
| Instructional Staff Training | 6,495,532 | 6,495,532 | 6,495,532 | | - | 3,352,442 | 3,143,090 | 51.6% |
| Instructional Technology | 37,857,771 | 41,116,821 | 41,116,821 | | - | 23,406,964 | 17,709,857 | 56.9% |
| Board Expenses-Contracted Svs | 7,980,958 | 7,980,958 | 7,980,958 | | - | 5,240,001 | 2,740,957 | 65.7% |
| General Administration | 13,613,337 | 14,035,444 | 14,035,444 | | - | 7,943,368 | 6,092,076 | 56.6% |
| School Administration | 154,915,405 | 154,915,405 | 154,915,405 | | - | 98,318,430 | 56,596,975 | 63.5% |
| Facilities | 20,145,000 | 20,145,000 | 20,145,000 | | - | 9,643,294 | 10,501,706 | 47.9% |
| Fiscal Services | 11,145,266 | 11,629,917 | 11,629,917 | | - | 8,245,709 | 3,384,208 | 70.9% |
| Food Services | - | - | - | | - | - | - | 0.0% |
| Central Services | 75,318,217 | 75,318,217 | 75,318,217 | | - | 44,912,805 | 30,405,412 | 59.6% |
| Transportation | 98,955,229 | 98,464,821 | 98,464,821 | | - | 62,418,195 | 36,046,626 | 63.4% |
| Operation of Plant | 252,281,363 | 252,281,363 | 251,454,344 | A | (827,019) | 150,137,836 | 101,316,508 | 59.7% |
| Maintenance of Plant | 76,960,636 | 76,960,636 | 76,960,636 | | - | 61,509,537 | 15,451,099 | 79.9% |
| Administrative Technology | 19,232,104 | 19,232,104 | 19,232,104 | | - | 17,541,437 | 1,690,667 | 91.2% |
| Community Services | 9,903,954 | 12,560,724 | 14,214,708 | E | 1,653,984 | 9,236,105 | 4,978,603 | 65.0% |
| 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 | | - | 426,253 | 40,000 | 91.4% |
| Proprietary and Fiduciary Expense | - | - | - | | - | - | - | 0.0% |
| *Charter School Pass-Through* [1] | (514,591,172) | (517,625,019) | (505,887,311) | A,B,C | 11,737,708 | (295,694,543) | (210,192,768) | 58.5% |
| **TOTAL ESTIMATED EXPENDITURES** | **2,376,727,980** | **2,412,948,178** | **2,419,742,412** | | **6,794,234** | **1,466,505,147** | **953,237,265** | **60.6%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **(218,565)** | **(24,540,044)** | **(61,470,884)** | | **(36,930,840)** | **367,239,529** | **(428,710,413)** | |
| **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)** | **(24,540,044)** | **(61,470,884)** | | **-** | **367,239,529** | | |
| **ESTIMATED ENDING FUND BALANCE** | **205,739,690** | **431,583,211** | **394,652,371** | | **-** | **823,362,784** | | |

**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 JANUARY 31, 2026**
**FOR FISCAL YEAR 2025-26**
**AMENDED FUNDS**

Revenue - Referendum Only

| **REFERENDUM ONLY AMENDMENT #4A** | Notes | Traditional | Charter | Total |
|---|---|---|---|---|
| Broward County Fee Adjustment | A | (5,259,750) | (1,405,720) | (6,665,470) |
| FEFP 3rd Calculation based on October FTE Survey | B | 2,400,000 | (2,400,000) | - |
| **Total Revenue** | | (2,859,750) | (3,805,720) | **(6,665,470)** |

Appropriations - Referendum Only

**Appropriation Adjustments -Referendum Only**

| **By Object** | | Notes | Traditional | Charter | Total |
|---|---|---|---|---|---|
| Salaries | Broward County Fee Adjustment | A | (4,279,699) | | (4,279,699) |
| Benefits | Broward County Fee Adjustment | A | (980,051) | | (980,051) |
| Purchased Services | Broward County Fee Adjustment | A | | (1,405,720) | (1,405,720) |
| Salaries | FEFP 3rd Calculation October FTE Survey | B | 1,952,807 | | 1,952,807 |
| Benefits | FEFP 3rd Calculation October FTE Survey | B | 447,193 | | 447,193 |
| Purchased Services | FEFP 3rd Calculation October FTE Survey | B | | (2,400,000) | (2,400,000) |
| **Total** | | **By Object** | (2,859,750) | (3,805,720) | **(6,665,470)** |

Appropriations - Referendum Only

**Appropriation Adjustments -Referendum Only**

| **By Function** | | Notes | Traditional | Charter | Total |
|---|---|---|---|---|---|
| Instruction | Broward County Fee Adjustment | A | (4,043,545) | (1,405,720) | (5,449,265) |
| Instruction | FEFP 3rd Calculation October FTE Survey | B | 2,400,000 | (2,400,000) | - |
| Instruction | Subtotal | | (1,643,545) | (3,805,720) | (5,449,265) |
| | | | | | |
| Instruction & Curriculum | Broward County Fee Adjustment | A | (389,186) | | (389,186) |
| Operation of Plant | Broward County Fee Adjustment | A | (827,019) | | (827,019) |
| **Total** | | **By Function** | (2,859,750) | (3,805,720) | **(6,665,470)** |

Budget Amendment #4 Net Impact

| **REFERENDUM ONLY AMENDMENT #4A** | |
|---|---|
| **Budget Net Impact** | (6,665,470) |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**BUDGET AMENDMENTS as of JANUARY 31, 2026**
**FOR FISCAL YEAR 2025-26**
**AMENDED FUNDS**

Revenue - General Fund Only

| **GENERAL FUND AMENDMENT #4B** | Notes | Traditional | Charter | Total |
|---|---|---|---|---|
| FEFP 3rd Calculation based on October FTE Survey | C | (35,208,844) | | (35,208,844) |
| *Charter School Pass-Through* | C | 7,931,988 | (7,931,988) | - |
| **Total Revenue** | | **(27,276,856)** | **(7,931,988)** | **(35,208,844)** |

Appropriations - General Fund Only

**Appropriation Adjustments - General Fund Only**

| **By Object** | | Notes | Traditional | Charter | Total |
|---|---|---|---|---|---|
| Purchased Services | Turnkey Solution for Substitute Teachers | D | 8,000,000 | | 8,000,000 |
| Purchased Services | FEFP 3rd Calculation based on October FTE Survey | C | (7,931,988) | | (7,931,988) |
| Materials and Supplies | AfterCare Fees Carryover of Prior Year Balances | E | 1,653,984 | | 1,653,984 |
| | *Charter School Pass-Through* | C | 7,931,988 | (7,931,988) | - |
| **Total** | **By Object** | | **9,653,984** | **(7,931,988)** | **1,721,996** |

Appropriations - General Fund Only

**Appropriation Adjustments - General Fund Only**

| **By Function** | | Notes | Amount | Sub-Total | Total |
|---|---|---|---|---|---|
| Instruction | Turnkey Solution for Substitute Teachers | D | 8,000,000 | | 8,000,000 |
| Instruction | FEFP 3rd Calculation based on October FTE Survey | C | (7,931,988) | | (7,931,988) |
| Community Services | AfterCare Fees Carryover of Prior Year Balances | E | 1,653,984 | | 1,653,984 |
| | *Charter School Pass-Through* | C | 7,931,988 | (7,931,988) | - |
| **Total** | **By Function** | | **9,653,984** | **(7,931,988)** | **1,721,996** |

Budget Amendment #3 Net Impact

| | |
|---|---|
| **GENERAL FUND AMENDMENT #4B** | |
| **Revenue Sources - General Fund Only** | (35,208,844) |
| **Appropriation Adjustments - General Fund Only** | 1,721,996 |
| **Budget Net Impact** | (36,930,840) |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**FUND BALANCE ANAYLSIS as of JANUARY 31, 2026**
**FOR FISCAL YEAR 2025-26**
**GENERAL FUND COMBINED**

| **GENERAL FUND - Fund Balance** | Fund Balance Beginning | Fund Balance 1/31/2026 |
|---|---|---|
| **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 | 4,137,549 |
| Total Unassigned | **54,823,000** | **4,137,549** |
| Total Assigned and Unassigned | **115,376,000** | **64,690,549** |
| Total Fund Balance | **205,958,000** | **152,018,549** |

| | | | |
|---|---|---|---|
| Revenue | **2,376,509,415** | **2,358,271,528** | |
| Revenue Divided By Total Assigned and Unassigned | | | |
| | 4.85% | Percent of Revenue | 2.74% |
| | | Percent of Revenue Prior Month | 3.94% |
| | | Variance | -1.20% |

**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 January 31, 2026**

| Description | Year-to-Date Rev/Expend |
|---|---|
| Revenues Received (Less Beginning Fund Balance) | $1,697,842,861 |
| Less: Expenditures | (1,466,078,894) |
| Excess/(Deficiency) | 231,763,967 |
| Non-Revenue Sources Less Transfers Out | 135,475,562 |
| Net Change in General Fund Balance | 367,239,529 |
| *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** | **$823,362,784** |

---------- *Projection* ----------

**Projected Year-End Fund Balance June 30, 2026**

| Description | Year-to-Date Rev/Expend | |
|---|---|---|
| Revenues Received (Less Beginning Fund Balance) | $2,145,215,405 | |
| Less: Expenditures | 2,419,276,159 | |
| Excess/(Deficiency) | (274,060,754) | |
| Non-Revenue Sources Less Transfers Out | 212,589,870 | |
| Net Change in General Fund Balance | (61,470,884) | |
| Fund Balance as of 7/1/2025 (Budget Adoption) | 205,958,255 | |
| **Projected Year-End Fund Balance, 6/30/2026** | **$144,487,371** | **(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 | 2.6% | **2.74%** |
| * | Unassigned Fund Balance, 6/30/2026 | 4,137,549 | 0.2% | |
| | **Total Ending Fund Balance** | **152,018,549** | **6.4%** | |

* Based on the 6/30/2026 Ending Fund Balance Projection. See Fund Balance as of 11-30-25.

[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 JANUARY 31, 2026**

**FOR FISCAL YEAR 2025-26**

## DEBT SERVICE FUNDS

| | | A | B | | C | D | E | F |
|---|---|---|---|---|---|---|---|---|
| | Adopted Budget September 9, 2025 | Budget December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | | - | 46,747,109 | 1,783,008 | 96.3% |
| 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** | | **$ -** | **$ 83,329,602** | **$ 162,817,494** | **33.9%** |
| **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** | | | **29,124,978** | **(28,136,124)** | |
| **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** | | **-** | **29,124,978** | | |
| **ESTIMATED ENDING FUND BALANCE** | **53,746,166** | **47,431,350** | **47,431,350** | | **-** | **75,567,474** | | |

**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** | | | **29,124,978** | **(28,136,124)** | |
| **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** | | **-** | **29,124,978** | | |
| **ESTIMATED ENDING FUND BALANCE** | **53,746,166** | **47,431,350** | **47,431,350** | | **-** | **75,567,474** | | |

**NOTES:**

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

## ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH JANUARY 31, 2026

## FOR FISCAL YEAR 2025-26

## CAPITAL PROJECTS FUNDS

| | | A | B | | C | D | E | F |
|---|---|---|---|---|---|---|---|---|
| | Adopted Budget September 9, 2025 | Revised Budget December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | | - | 19,320,591 | 35,661,645 | 35.1% |
| Local Sources | 512,065,279 | 512,065,279 | 512,065,279 | A | - | 444,008,393 | 68,056,886 | 86.7% |
| Other Sources | 116,308,714 | 116,308,714 | 116,308,714 | | - | 662,108 | 115,646,606 | 0.6% |
| *Charter School Pass-Through* [1] | (56,779,337) | (56,779,337) | (57,782,332) | A | (1,002,995) | - | (57,782,332) | 0.0% |
| **TOTAL REVENUES & TRANSFERS** | **626,576,892** | **626,576,892** | **625,573,897** | | **(1,002,995)** | **463,999,464** | **161,574,433** | **74.2%** |
| **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 | | - | 13,058,063 | 105,777,566 | 11.0% |
| Furniture, Fixtures & Equipment | 75,883,767 | 75,883,767 | 75,883,767 | | - | 37,751,834 | 38,131,933 | 49.7% |
| Motor Vehicles | 59,354,050 | 59,354,050 | 59,354,050 | | - | 9,522,935 | 49,831,115 | 16.0% |
| Land | - | - | - | | - | 9,188 | (9,188) | 0.0% |
| Other Improvements | 15,593,327 | 15,593,327 | 15,593,327 | | - | 6,796,062 | 8,797,265 | 43.6% |
| Remodeling & Renovations | 500,076,240 | 500,076,240 | 499,073,245 | A | (1,002,995) | 95,463,987 | 403,609,258 | 19.1% |
| Computer Software | 3,000,000 | 3,000,000 | 3,000,000 | | - | 812,719 | 2,187,281 | 27.1% |
| Dues & Fees, Miscellaneous | 24,680,529 | 24,680,529 | 25,683,524 | A | 1,002,995 | 25,984,864 | (301,340) | 101.2% |
| Transfers Out | 396,235,334 | 396,235,334 | 396,235,334 | | - | 171,572,667 | 224,662,667 | 43.3% |
| *Charter School Pass-Through* [1] | (56,779,337) | (56,779,337) | (57,782,332) | A | (1,002,995) | - | (57,782,332) | 0.0% |
| **TOTAL ESTIMATED EXPENDITURES** | **1,136,879,539** | **1,136,879,539** | **1,135,876,544** | | **(1,002,995)** | **360,972,319** | **774,904,225** | **31.8%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **(510,302,647)** | **(510,302,647)** | **(510,302,647)** | | - | **103,027,145** | **(613,329,792)** | |
| **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)** | | | **103,027,145** | | |
| **ESTIMATED ENDING FUND BALANCE** | **-** | **-** | **-** | | | **613,329,792** | | |

0

## EXPENDITURE BY FUNCTION

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **ESTIMATED EXPENDITURES BY FUNCTION:** | | | | | | | | |
| Facilities | 1,193,658,876 | 1,193,658,876 | 1,193,658,876 | | - | 360,972,319 | 832,686,557 | 30.2% |
| *Charter School Pass-Through* [1] | (56,779,337) | (56,779,337) | (57,782,332) | A | (1,002,995) | - | (57,782,332) | 0.0% |
| **TOTAL ESTIMATED EXPENDITURES** | **1,136,879,539** | **1,136,879,539** | **1,135,876,544** | | **(1,002,995)** | **360,972,319** | **774,904,225** | **31.8%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **(510,302,647)** | **(510,302,647)** | **(510,302,647)** | | **-** | **103,027,145** | **(613,329,792)** | |
| **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)** | | | **103,027,145** | | |
| **ESTIMATED ENDING FUND BALANCE** | **-** | **-** | **-** | | | **613,329,792** | | |

**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 ($26M) expensed directly.

[2] The capital fund balance is fully committed to the completion of capital projects. The fund balance also includes capital reserves.

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**BUDGET AMENDMENTS as of JANUARY 31, 2026**
**FOR FISCAL YEAR 2025-26**
**AMENDED FUNDS**

Revenue - Capital Projects Funds

| **CAPITAL PROJECTS FUNDS BUDGET AMENDMENT #2** | | Notes | District | Charter | Total |
|---|---|---|---|---|---|
| Local Sources | LCIF -State Mandated Charter School Allocation | A | (1,002,995) | 1,002,995 | - |
| *Charter School Pass-Through* | LCIF -State Mandated Charter School Allocation | A | | (1,002,995) | (1,002,995) |
| **Total Revenue** | | | **(1,002,995)** | **-** | **(1,002,995)** |

A - Local Capital Improvement Funds (LCIF) -State Mandated Charter School Allocation. The adopted budget charter school allocation was projected at $24,680,529. The FL Department of Education revised this calculation is $25,683,524 and the DEFP is updated to reflect the mandated increase to charter schools in the amount of $1,002,995. There is no change in total revenues received by the District, this allocation has been updated to reflect what portion is mandated for charter schools.

Appropriations - Capital Projects Funds

**Appropriation Adjustments**

| **By Object** | | Notes | District | Charter | Total |
|---|---|---|---|---|---|
| Remodeling & Renovations | LCIF -State Mandated Charter School Allocation | A | (1,002,995) | | (1,002,995) |
| Dues & Fees, Miscellaneous | LCIF -State Mandated Charter School Allocation | A | 1,002,995 | | 1,002,995 |
| *Charter School Pass-Through* | LCIF -State Mandated Charter School Allocation | A | | (1,002,995) | (1,002,995) |
| **Total** **By Object** | | | **-** | **(1,002,995)** | **(1,002,995)** |

A - Local Capital Improvement Funds (LCIF) -State Mandated Charter School Allocation. The capital reserve budget is within the Remodeling & Renovations object and has been reduced to increase Dues & Fees, Miscellaneous, where the increase in charter school expenses will be reflected. The charter pass through has been updated to reflect the increase in State mandated allocation of $1,002,995.

Appropriations - Capital Projects Funds

**Appropriation Adjustments**

| **By Function** | | Notes | District | Charter | Total |
|---|---|---|---|---|---|
| Facilities | LCIF -State Mandated Charter School Allocation | A | (1,002,995) | 1,002,995 | - |
| *Charter School Pass-Through* | LCIF -State Mandated Charter School Allocation | A | | (1,002,995) | (1,002,995) |
| **Total** **By Function** | | | **(1,002,995)** | **-** | **(1,002,995)** |

A - Local Capital Improvement Funds (LCIF) -State Mandated Charter School Allocation. The adopted budget charter school allocation was projected at $24,680,529. The FL Department of Education revised this calculation and the DEFP is updated to reflect the mandated increase to charter schools. The charter pass through has been updated to reflect the increase in State mandated allocation of $1,002,995.

Budget Amendment #2 Net Impact

| **CAPITAL PROJECTS FUNDS BUDGET AMENDMENT #2** | | |
|---|---|---|
| **Appropriation Adjustments** | *Charter School Pass-Through* | (1,002,995) |
| **Budget Net Impact** | | (1,002,995) |

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

## ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH JANUARY 31, 2026

## FOR FISCAL YEAR 2025-26

## SPECIAL REVENUE - FOOD SERVICE

| | | A | B | | C | D | E | F |
|---|---|---|---|---|---|---|---|---|
| | Adopted Budget September 9, 2025 | Tentative Budget December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | | - | 53,154,492 | 54,087,011 | 49.6% |
| State | 974,522 | 974,522 | 974,522 | | - | 489,821 | 484,701 | 50.3% |
| Local | 18,969,430 | 18,969,430 | 18,969,430 | | - | 8,695,863 | 10,273,567 | 45.8% |
| Other Sources | - | - | - | | - | 35,155 | (35,155) | 0.0% |
| Transfers In | - | 127,757 | 127,757 | | - | 127,757 | - | 100.0% |
| **TOTAL REVENUES & TRANSFERS** | **127,185,455** | **127,313,212** | **127,313,212** | | **-** | **62,503,087** | **64,810,125** | **49.1%** |
| **ESTIMATED EXPENDITURES BY OBJECT:** | | | | | | | | |
| Salaries | 38,122,112 | 38,122,112 | 38,122,112 | | - | 20,499,812 | 17,622,300 | 53.8% |
| Employee Benefits | 24,508,432 | 24,508,432 | 24,508,432 | | - | 11,671,756 | 12,836,676 | 47.6% |
| Purchased Services | 8,342,694 | 8,342,694 | 8,342,694 | | - | 4,294,903 | 4,047,791 | 51.5% |
| Energy Services | 2,219,561 | 2,219,561 | 2,219,561 | | - | 1,295,194 | 924,367 | 58.4% |
| Material and Supplies | 65,268,237 | 65,268,237 | 65,268,237 | | - | 31,988,353 | 33,279,884 | 49.0% |
| Capital Expenses | 3,863,004 | 3,863,004 | 3,863,004 | | - | 2,326,122 | 1,536,882 | 60.2% |
| Other Expenses | 4,543,597 | 4,543,597 | 4,543,597 | | - | 2,558,981 | 1,984,616 | 56.3% |
| Transfers Out | - | - | - | | - | - | - | 0.0% |
| **TOTAL ESTIMATED EXPENDITURES** | **146,867,637** | **146,867,637** | **146,867,637** | | **-** | **74,635,121** | **72,232,516** | **50.8%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **(19,682,182)** | **(19,554,425)** | **(19,554,425)** | | **-** | **(12,132,034)** | **(7,422,391)** | |
| **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)** | | **-** | **(12,132,034)** | | |
| **ESTIMATED ENDING FUND BALANCE** | **17,525,801** | **17,653,558** | **17,653,558** | | **-** | **25,075,949** | | |

## EXPENDITURE BY FUNCTION

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **ESTIMATED EXPENDITURES BY FUNCTION:** | | | | | | | | |
| Food Services | 146,867,637 | 146,867,637 | 146,867,637 | | - | 74,635,121 | 72,232,516 | 50.8% |
| | | | | | | | | 0.0% |
| **TOTAL ESTIMATED EXPENDITURES** | **146,867,637** | **146,867,637** | **146,867,637** | | **-** | **74,635,121** | **72,232,516** | **50.8%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **(19,682,182)** | **(19,554,425)** | **(19,554,425)** | | **-** | **(12,132,034)** | **(7,422,391)** | |
| **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)** | | | **(12,132,034)** | | |
| **ESTIMATED ENDING FUND BALANCE** | **17,525,801** | **17,653,558** | **17,653,558** | | | **25,075,949** | | |

**NOTES:**

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH JANUARY 31, 2026**
**FOR FISCAL YEAR 2025-26**
**SPECIAL REVENUE - OTHER/GRANTS/FEDERAL PROGRAMS**

| | | A | B | | C | D | E | F |
|---|---|---|---|---|---|---|---|---|
| | Adopted Budget September 9, 2025 | Tentative Budget December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | | - | 19,852,238 | (998,708) | 105.3% |
| Federal Through State | 198,926,882 | 198,926,882 | 198,926,882 | | - | 93,249,666 | 105,677,216 | 46.9% |
| State | 7,484,718 | 7,484,718 | 7,484,718 | | - | 1,697,155 | 5,787,563 | 22.7% |
| Local | 1,456,080 | 1,456,080 | 1,456,080 | | - | 2,468,365 | (1,012,285) | 169.5% |
| 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** | | **-** | **113,683,959** | **95,902,040** | **54.2%** |
| **ESTIMATED EXPENDITURES BY OBJECT:** | | | | | | | | |
| Salaries | 101,093,902 | 101,093,902 | 101,093,902 | | - | 59,944,897 | 41,149,005 | 59.3% |
| Employee Benefits | 43,845,736 | 43,845,736 | 43,845,736 | | - | 28,882,890 | 14,962,846 | 65.9% |
| Purchased Services | 55,911,984 | 55,911,984 | 55,911,984 | | - | 14,561,767 | 41,350,217 | 26.0% |
| Energy Services | | | | | | 0 | | 0.0% |
| Material and Supplies | 5,666,911 | 5,666,911 | 5,666,911 | | - | 1,222,568 | 4,444,343 | 21.6% |
| Capital Expenses | 7,869,247 | 7,869,247 | 7,869,247 | | - | 1,982,028 | 5,887,219 | 25.2% |
| Other Expenses | 12,373,430 | 12,373,430 | 12,373,430 | | - | 10,335,022 | 2,038,408 | 83.5% |
| 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** | | **-** | **113,345,708** | **96,240,291** | **54.1%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | - | - | - | | - | **338,251** | **(338,251)** | |
| **BEGINNING FUND BALANCE** | - | - | - | | - | - | | |
| **NET REVENUE OVER/(UNDER) EXPENDITURES** | - | - | - | | - | **338,251** | | |
| **ESTIMATED ENDING FUND BALANCE** | - | - | - | | - | **338,251** | | |

**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 JANUARY 31, 2026

## FOR FISCAL YEAR 2025-26

## SPECIAL REVENUE - OTHER/GRANTS/FEDERAL PROGRAMS

| | | A | B | | C | D | E | F |
|---|---|---|---|---|---|---|---|---|
| | Adopted Budget September 9, 2025 | Tentative Budget December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | | - | 19,852,238 | (998,708) | 105.3% |
| Federal Through State | 198,926,882 | 198,926,882 | 198,926,882 | | - | 93,249,666 | 105,677,216 | 46.9% |
| State | 7,484,718 | 7,484,718 | 7,484,718 | | - | 1,697,155 | 5,787,563 | 22.7% |
| Local | 1,456,080 | 1,456,080 | 1,456,080 | | - | 2,468,365 | (1,012,285) | 169.5% |
| 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** | | **-** | **113,683,959** | **95,902,040** | **54.2%** |
| **ESTIMATED EXPENDITURES BY FUNCTION:** | | | | | | | | |
| Instruction | 134,941,897 | 134,941,897 | 134,941,897 | | - | 67,229,436 | 67,712,461 | 49.8% |
| Pupil Services | 14,107,005 | 14,107,005 | 14,107,005 | | - | 8,034,590 | 6,072,415 | 57.0% |
| Instructional Media | 0 | 0 | 0 | | - | - | - | 0.0% |
| Instruction & Curriculum | 33,288,624 | 33,288,624 | 33,288,624 | | - | 16,633,140 | 16,655,484 | 50.0% |
| Instructional Staff Training | 28,775,108 | 28,775,108 | 28,775,108 | | - | 12,875,065 | 15,900,043 | 44.7% |
| 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 | | - | 6,762,546 | 4,524,120 | 59.9% |
| School Administration | 488,506 | 488,506 | 488,506 | | - | 2,881 | 485,625 | 0.6% |
| 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 | | - | 250,143 | 351,030 | 41.6% |
| Transportation | 497,482 | 497,482 | 497,482 | | - | 177,247 | 320,235 | 35.6% |
| Operation of Plant | 295,542 | 295,542 | 295,542 | | - | 73,292 | 222,250 | 24.8% |
| Maintenance of Plant | 0 | 0 | 0 | | - | - | - | 0.0% |
| Administrative Technology | 61,024 | 61,024 | 61,024 | | - | 39,647 | 21,377 | 65.0% |
| Community Services | 1,934,279 | 1,934,279 | 1,934,279 | | - | 4,692,227 | (2,757,948) | 242.6% |
| 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** | | **-** | **113,345,708** | **96,240,291** | **54.1%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **-** | **-** | **-** | | **-** | **338,251** | **(338,251)** | |
| **BEGINNING FUND BALANCE** | **-** | **-** | **-** | | | **-** | | |
| **NET REVENUE OVER/(UNDER) EXPENDITURES** | **-** | **-** | **-** | | | **338,251** | | |
| **ESTIMATED ENDING FUND BALANCE** | **-** | **-** | **-** | | | **338,251** | | |

**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 JANUARY 31, 2026

## FOR FISCAL YEAR 2025-26

## SPECIAL REVENUE - MISCELLANEOUS

| | | A | B | | C | D | E | F |
|---|---|---|---|---|---|---|---|---|
| | Adopted Budget September 9, 2025 | Tentative Budget December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 JANUARY 31, 2026

## 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 December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | | - | 19,852,238 | (998,708) | 105.3% |
| Federal Through State | 306,168,385 | 306,168,385 | 306,168,385 | | - | 146,404,158 | 159,764,227 | 47.8% |
| State | 8,459,240 | 8,459,240 | 8,459,240 | | - | 2,186,976 | 6,272,264 | 25.9% |
| Local | 20,425,510 | 20,425,510 | 20,425,510 | | - | 11,164,228 | 9,261,282 | 54.7% |
| Other Sources | - | - | - | | - | 35,155 | (35,155) | 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** | | **-** | **176,187,046** | **160,712,165** | **52.3%** |
| **ESTIMATED EXPENDITURES BY OBJECT:** | | | | | | | | |
| Salaries | 139,216,014 | 139,216,014 | 139,216,014 | | - | 80,444,709 | 58,771,305 | 57.8% |
| Employee Benefits | 68,354,168 | 68,354,168 | 68,354,168 | | - | 40,554,646 | 27,799,522 | 59.3% |
| Purchased Services | 64,299,678 | 64,299,678 | 64,299,678 | | - | 18,856,670 | 45,443,008 | 29.3% |
| Energy Services | 2,219,561 | 2,219,561 | 2,219,561 | | - | 1,295,194 | 924,367 | 58.4% |
| Material and Supplies | 70,935,148 | 70,935,148 | 70,935,148 | | - | 33,210,921 | 37,724,227 | 46.8% |
| Capital Expenses | 12,247,251 | 12,247,251 | 12,247,251 | | - | 4,308,151 | 7,939,100 | 35.2% |
| Other Expenses | 16,917,027 | 16,917,027 | 16,917,027 | | - | 12,894,003 | 4,023,024 | 76.2% |
| 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** | | **-** | **187,980,829** | **169,032,807** | **52.7%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **(20,242,182)** | **(20,114,425)** | **(20,114,425)** | | **-** | **(11,793,783)** | **(8,320,642)** | |
| **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)** | | **-** | **(11,793,783)** | | |
| **ESTIMATED ENDING FUND BALANCE** | **17,568,753** | **17,696,510** | **17,696,510** | | **-** | **26,017,152** | | |

**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 JANUARY 31, 2026

## 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 December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | | - | 19,852,238 | (998,708) | 105.3% |
| Federal Through State | 306,168,385 | 306,168,385 | 306,168,385 | | - | 146,404,158 | 159,764,227 | 47.8% |
| State | 8,459,240 | 8,459,240 | 8,459,240 | | - | 2,186,976 | 6,272,264 | 25.9% |
| Local | 20,425,510 | 20,425,510 | 20,425,510 | | - | 11,164,228 | 9,261,282 | 54.7% |
| Other Sources | - | - | - | | - | 35,155 | (35,155) | 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** | | **-** | **176,187,046** | **160,712,165** | **52.3%** |
| **ESTIMATED EXPENDITURES BY FUNCTION:** | | | | | | | | |
| Instruction | 134,941,897 | 134,941,897 | 134,941,897 | | - | 67,229,436 | 67,712,461 | 49.8% |
| Pupil Services | 14,107,005 | 14,107,005 | 14,107,005 | | - | 8,034,590 | 6,072,415 | 57.0% |
| Instructional Media | 0 | 0 | 0 | | - | - | - | 0.0% |
| Instruction & Curriculum | 33,288,624 | 33,288,624 | 33,288,624 | | - | 16,633,140 | 16,655,484 | 50.0% |
| Instructional Staff Training | 28,775,108 | 28,775,108 | 28,775,108 | | - | 12,875,065 | 15,900,043 | 44.7% |
| 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 | | - | 6,762,546 | 4,524,120 | 59.9% |
| School Administration | 488,506 | 488,506 | 488,506 | | - | 2,881 | 485,625 | 0.6% |
| 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 | | - | 74,885,264 | 72,583,546 | 50.8% |
| Transportation | 497,482 | 497,482 | 497,482 | | - | 177,247 | 320,235 | 35.6% |
| Operation of Plant | 295,542 | 295,542 | 295,542 | | - | 73,292 | 222,250 | 24.8% |
| Maintenance of Plant | - | - | - | | - | - | - | 0.0% |
| Administrative Technology | 61,024 | 61,024 | 61,024 | | - | 39,647 | 21,377 | 65.0% |
| Community Services | 2,494,279 | 2,494,279 | 2,494,279 | | - | 4,692,227 | (2,197,948) | 188.1% |
| 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** | | **-** | **187,980,829** | **169,032,807** | **52.7%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **(20,242,182)** | **(20,114,425)** | **(20,114,425)** | | **-** | **(11,793,783)** | **(8,320,642)** | |
| **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)** | | | **(11,793,783)** | | |
| **ESTIMATED ENDING FUND BALANCE** | **17,568,753** | **17,696,510** | **17,696,510** | | | **26,017,152** | | |

**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 JANUARY 31, 2026**

| | 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 | 1,151,126 | 19,852,238 | | | | 21,003,364 |
| Federal Through State | 5,914,900 | 146,404,158 | | 8,372 | | 152,327,430 |
| State Sources | 588,486,825 | 2,186,976 | - | 19,320,591 | | 609,994,392 |
| Local Sources | 1,397,984,553 | 11,164,228 | 46,747,109 | 444,008,393 | | 1,899,904,283 |
| Other Sources | 135,901,815 | 35,155 | 36,582,492 | 662,108 | | 173,181,570 |
| Transfers In | | 127,757 | | | | 127,757 |
| Proceeds of financing/sale of assets/loss recovery | | | | | | - |
| *Charter School Pass-Through* [1] | (295,694,543) | (3,583,465) | | - | | (299,278,008) |
| **TOTAL REVENUES & TRANSFERS** | **1,833,744,676** | **176,187,046** | **83,329,602** | **463,999,464** | | **2,557,260,787** |
| **EXPENDITURES BY OBJECT:** | | | | | | |
| Salaries | 815,230,150 | 80,444,709 | | | | 895,674,859 |
| Benefits | 333,520,366 | 40,554,646 | | | | 374,075,012 |
| Purchased Services | 500,844,583 | 18,856,670 | | | | 519,701,253 |
| Energy Services | 34,873,468 | 1,295,194 | | | | 36,168,662 |
| Materials and Supplies | 40,962,066 | 33,210,921 | | | | 74,172,987 |
| Capital Outlay | 16,774,689 | 4,308,151 | | 163,414,788 | | 184,497,628 |
| Other Expenses | 19,568,115 | 12,894,003 | | 25,984,864 | | 58,446,982 |
| Debt Service | 0 | | 54,204,624 | - | | 54,204,624 |
| Transfers Out | 426,253 | | | 171,572,667 | | 171,998,920 |
| *Charter School Pass-Through* [1] | (295,694,543) | (3,583,465) | | - | | (299,278,008) |
| **TOTAL EXPENDITURES** | **1,466,505,147** | **187,980,829** | **54,204,624** | **360,972,319** | | **2,069,662,919** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **367,239,529** | **(11,793,783)** | **29,124,978** | **103,027,145** | | **487,597,869** |
| **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** | **367,239,529** | **(11,793,783)** | **29,124,978** | **103,027,145** | | **487,597,869** |
| **MONTH ENDING FUND BALANCE** | **823,362,784** | **42,748,416** | **72,003,614** | **788,497,417** | | **1,476,447,231** |

[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 JANUARY 31, 2026

| | 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 | 1,151,126 | 19,852,238 | | | | 21,003,364 |
| Federal Through State | 5,914,900 | 146,404,158 | | 8,372 | | 152,327,430 |
| State Sources | 588,486,825 | 2,186,976 | | 19,320,591 | | 609,994,392 |
| Local Sources | 1,397,984,553 | 11,164,228 | 46,747,109 | 444,008,393 | | 1,899,904,283 |
| Other Sources | 135,901,815 | 35,155 | 36,582,492 | 662,108 | | 173,181,570 |
| Transfers In | | 127,757 | - | | | 127,757 |
| Proceeds of financing/sale of assets/loss recovery | | | | | | - |
| *Charter School Pass-Through* [1] | (295,694,543) | (3,583,465) | | - | | (299,278,008) |
| **TOTAL REVENUES & TRANSFERS** | **1,833,744,676** | **176,187,046** | **83,329,602** | **463,999,464** | | **2,557,260,787** |
| **EXPENDITURES BY FUNCTION:** | | | | | | |
| Instruction | 1,103,859,741 | 67,229,436 | | | | 1,171,089,177 |
| Pupil Services | 115,266,838 | 8,034,590 | | | | 123,301,428 |
| Instructional Media | 15,294,733 | - | | | | 15,294,733 |
| Instruction & Curriculum | 23,565,755 | 16,633,140 | | | | 40,198,895 |
| Instructional Staff Training | 3,352,442 | 12,875,065 | | | | 16,227,507 |
| Instructional Technology | 23,406,964 | 4,574 | | | | 23,411,538 |
| Board Expenses-Contracted Svs | 5,240,001 | - | | | | 5,240,001 |
| General Administration | 7,943,368 | 6,762,546 | | | | 14,705,914 |
| School Administration | 98,318,430 | 2,881 | | | | 98,321,311 |
| Facilities | 9,643,294 | 154,385 | | 360,972,319 | | 370,769,998 |
| Fiscal Services | 8,245,709 | - | | | | 8,245,709 |
| Food Services | - | - | | | | - |
| Central Services | 44,912,805 | 74,885,264 | | | | 119,798,069 |
| Transportation | 62,418,195 | 177,247 | | | | 62,595,442 |
| Operation of Plant | 150,137,836 | 73,292 | | | | 150,211,128 |
| Maintenance of Plant | 61,509,537 | - | | | | 61,509,537 |
| Administrative Technology | 17,541,437 | 39,647 | | | | 17,581,084 |
| Community Services | 9,236,105 | 4,692,227 | | | | 13,928,332 |
| Debt Service | 1,880,247 | - | 54,204,624.00 | | | 56,084,871 |
| Transfers Out | 426,253 | - | | | | 426,253 |
| Proprietary and Fiduciary Expense | - | - | | | | - |
| *Charter School Pass-Through* [1] | (295,694,543) | (3,583,465) | | - | | (299,278,008) |
| **TOTAL EXPENDITURES** | **1,466,505,147** | **187,980,829** | **54,204,624** | **360,972,319** | | **2,069,662,919** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **367,239,529** | **(11,793,783)** | **29,124,978** | **103,027,145** | | **487,597,869** |
| **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** | **367,239,529** | | | | | |
| **MONTH ENDING FUND BALANCE** | **823,362,784** | **42,748,416** | **72,003,614** | **788,497,417** | | **1,476,447,231** |

[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 JANUARY 31, 2026

| | 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 | 172,495 | 23,002,067 | 38,969,926 | 190,086,968 | 9,277,278 | 20,208,656 | 281,717,390 |
| Other Sources | | | | | | | - |
| Transfers In | | | | | | | - |
| Proceeds of financing/sale of assets/loss recovery | | | | | | | - |
| **TOTAL REVENUES & TRANSFERS** | **172,495** | **23,002,067** | **38,969,926** | **190,086,968** | **9,277,278** | **20,208,656** | **281,717,390** |
| **EXPENDITURES BY OBJECT:** | | | | | | | |
| Salaries | 132,961 | 5,513,382 | 20,917,599 | | 1,386,196 | - | 27,950,138 |
| Benefits | 54,763 | 2,036,091 | 8,931,705 | | 525,663 | - | 11,548,222 |
| Purchased Services | 107,050 | 60,279 | 8,392,680 | 6,159,417 | 795,071 | 14,322,381 | 29,836,878 |
| Energy Services | - | - | - | | - | - | - |
| Materials and Supplies | 36,101 | - | - | | 847 | - | 36,948 |
| Capital Outlay | - | 15,392,315 | 18,434 | | - | - | 15,410,749 |
| Other Expenses | - | - | - | 207,195,093 | 6,569,501 | 5,886,275 | 219,650,869 |
| Debt Service | | | | | | | - |
| Transfers Out | | | | | | | - |
| **TOTAL EXPENDITURES** | **330,875** | **23,002,067** | **38,260,418** | **213,354,510** | **9,277,278** | **20,208,656** | **304,433,804** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **(158,380)** | **-** | **709,508** | **(23,267,542)** | **-** | **-** | **(22,716,414)** |
| **BEGINNING FUND BALANCE** | **72,189** | | | | | | **72,189** |
| **NET REVENUE OVER/(UNDER) EXPENSES** | **(158,380)** | **-** | **709,508** | **(23,267,542)** | **-** | **-** | **(22,716,414)** |
| **ESTIMATED ENDING FUND BALANCE [1]** | **(86,191)** | **-** | **709,508** | **(23,267,542)** | **-** | **-** | **(22,644,225)** |

**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 JANUARY 31, 2026

| | 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 | 172,495 | 23,002,067 | 38,969,926 | 190,086,968 | 9,277,278 | 20,208,656 | 281,717,390 |
| Other Sources | | | | | | | - |
| Transfers In | | | | | | | - |
| Proceeds of financing/sale of assets/loss recovery | | | | | | | - |
| **TOTAL REVENUES & TRANSFERS** | **172,495** | **23,002,067** | **38,969,926** | **190,086,968** | **9,277,278** | **20,208,656** | **281,717,390** |
| **EXPENDITURES BY FUNCTION:** | | | | | | | |
| Instruction | | | | | | | - |
| Pupil Services | | | | | | | - |
| Instructional Media | | | | | | | - |
| Instruction & Curriculum | | | | | | | - |
| Instructional Staff Training | | | | | | | - |
| Instructional Technology | | | | | | | - |
| Board Expenses-Contracted Svs | | | | | | | - |
| General Administration | | | | | 97,794 | | 97,794 |
| School Administration | | | | | | | - |
| Facilities | | 20,710,217 | | | | | 20,710,217 |
| Fiscal Services | | 1,759,941 | | | | | 1,759,941 |
| Food Services | | | | | | | - |
| Central Services | 330,875 | 478,061 | | 213,354,510 | 9,179,484 | | 223,342,930 |
| Transportation | | | | | | | - |
| Operation of Plant | | 378 | | | | 20,208,656 | 20,209,034 |
| Maintenance of Plant | | 53,470 | 38,260,418 | | | | 38,313,888 |
| Administrative Technology | | | | | | | - |
| Community Services | | | | | | | - |
| Debt Service | | | | | | | - |
| Transfers Out | | | | | | | - |
| Proprietary and Fiduciary Expense | | | | | | | - |
| **TOTAL EXPENDITURES** | **330,875** | **23,002,067** | **38,260,418** | **213,354,510** | **9,277,278** | **20,208,656** | **304,433,804** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **(158,380)** | **-** | **709,508** | **(23,267,542)** | **-** | **-** | **(22,716,414)** |
| **BEGINNING FUND BALANCE** | **72,189** | **-** | **-** | **-** | **-** | **-** | **72,189** |
| **NET REVENUE OVER/(UNDER) EXPENSES** | **(158,380)** | **-** | **709,508** | **(23,267,542)** | **-** | **-** | **(22,716,414)** |
| **ESTIMATED ENDING FUND BALANCE [1]** | **(86,191)** | **-** | **709,508** | **(23,267,542)** | **-** | **-** | **(22,644,225)** |

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 26, 2026

TO: School Board Members

FROM: Romaneir Johnson
Chief Financial Officer

VIA: Dr. Howard Hepburn
Superintendent of Schools

SUBJECT: **REQUEST TO REVISE F-2, BUDGET REPORT FOR THE PERIOD ENDED JAUNARY 31, 2026, FOR THE MARCH 10, 2026, REGULAR SCHOOL BOARD MEETING**

Attached is a revision to F-2, Budget Report for the Period Ended January 31, 2026, for the March 10, 2026, Regular School Board Meeting.

Two pages within the report have been revised to correct labeling. One page reflects the current net position of the operating funds, presented both with and without inclusion of Tax Anticipation Note proceeds. The other page has been updated to accurately reflect the projected year-end fund balance consistent with the information shared with the School Board at the February 17, 2026 workshop. No underlying financial data or projections have changed.

HH/RJ/JW
Attachments

c: Senior Leadership Team

REVISED

# BROWARD COUNTY

## PUBLIC SCHOOLS

# BUDGET REPORT

**For the Period Ended January 31, 2026**

**Prepared by Financial Management**

# BROWARD COUNTY PUBLIC SCHOOLS
# BUDGET REPORT
# For the Period Ended January 31, 2026

Florida law requires district school boards to maintain continuous oversight of their financial condition, including regular review of budget amendments and financial statements pursuant to Section 1011.06, Florida Statutes. The monthly budget report serves as the Board's primary vehicle for fulfilling this responsibility.

As presented during the February 17, 2026, School Board Workshop, the District's current projection for the combined Assigned and Unassigned General Fund fund balance is approximately 3.08 percent at fiscal year-end. This projection serves as the primary benchmark for monitoring compliance with the State's minimum 3 percent requirement.

The statutory monthly report format presents revenues, expenditures, and fund balance in accordance with State reporting requirements and does not reflect the full year-end reconciliation discussed at the workshop. However, the financial activity reflected in this January 31, 2026, report incorporates the same revenue and expenditure adjustments underlying that projection.

## General Fund Balance Requirements

For purposes of state compliance, the General Fund balance is measured using the combined Assigned and Unassigned portions of fund balance. Florida law requires each school district to maintain a minimum year-end available fund balance equal to 3 percent of General Fund revenues in order to avoid initiation of a financial emergency review by the State.

It is important to emphasize that the State's compliance determination is based solely on the year-end available fund balance. Mid-year balances fluctuate as revenues and expenditures are recorded at different points in the fiscal cycle—for example, the majority of local property tax revenue is received in December, temporarily increasing the mid-year balance. Such fluctuations are expected and do not factor into the State's compliance assessment.

## General Fund Overview

The January report reflects updated revenue and expenditure projections through January 31, 2026, including the impact of the FEFP Third Calculation based on enrollment data. The District continues to project a reduction in the General Fund's fund balance for FY 2025-26, driven by structural enrollment trends and associated reductions in State funding.

While projections indicate the District will remain above the State's minimum requirement at year-end, the margin above that threshold remains limited. In response, the District has implemented a hiring freeze and travel freeze and continues to align staffing and operating levels with enrollment trends to preserve fiscal stability.

**Referendum Fund Amendment Highlights**

The Referendum Fund amendment reflects:

- A $6.7 million reduction related to the statutory collection fee retained by the Broward County Tax Collector's Office for ad valorem referendum revenues; and
- A $2.4 million redistribution resulting from updated enrollment data under the FEFP Third Calculation, revising the proportional allocation between traditional and charter schools.

These adjustments ensure that referendum revenues and appropriations remain aligned with updated revenue collections and enrollment-based distribution formulas.

**General Fund Amendment Highlights**

The General Fund amendment incorporates:

- A net reduction of approximately $27.3 million to traditional school revenues associated with the FEFP Third Calculation and updated enrollment data;
- An adjustment of approximately $7.9 million to charter school pass-through funding based on revised State calculations;
- An appropriation of approximately $8.0 million to support the turnkey substitute teacher solution; and
- The recognition of approximately $1.6 million in prior-year carryover balances.

Collectively, these amendments align the adopted budget with updated State funding calculations and operational requirements and contribute to the projected reduction in the General Fund's fund balance for FY 2025-26.

**Capital Projects Fund Amendment Highlights**

The Capital Projects Fund amendment reflects updated Local Capital Improvement Funds (LCIF) allocations related to State-mandated charter school funding. While total capital revenues remain unchanged, the allocation between district-managed projects and charter pass-through funding has been updated to reflect revised State calculations.

As of the January 10 Regular School Board Meeting, the Capital Fund Reserve balance was $62,995,447.

**Summary and Transition to Detailed Reports**

The detailed reports that follow present fund-by-fund revenue, appropriation, and fund balance activity, along with the specific amendments requiring Board approval. Together, these reports provide the transparency necessary for the School Board to exercise its statutory fiscal oversight responsibilities and ensure continued alignment between the District's financial plan and current revenue and enrollment conditions.

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
## ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH JANUARY 31, 2026
## FOR FISCAL YEAR 2025-26
## GENERAL FUND ONLY

| | | A | B | | C | D | E | F |
|---|---|---|---|---|---|---|---|---|
| | Adopted Budget September 9, 2025 | Revised Budget December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | | - | 1,151,126 | 848,874 | 57.6% |
| Federal Through State | 11,996,500 | 11,996,500 | 11,996,500 | | - | 5,914,900 | 6,081,600 | 49.3% |
| State Sources | 983,303,878 | 998,236,444 | 963,027,600 | C | (35,208,844) | 588,486,825 | 374,540,775 | 61.1% |
| Local Sources | 1,347,470,567 | 1,347,470,567 | 1,347,470,567 | | - | 1,121,071,422 | 226,399,145 | 83.2% |
| Other Sources | 213,056,123 | 213,056,123 | 213,056,123 | | - | 135,901,815 | 77,154,308 | 63.8% |
| *Charter School Pass-Through* [1] | (444,305,175) | (447,339,022) | (439,407,034) | C | 7,931,988 | (254,165,375) | (185,241,659) | 57.8% |
| **TOTAL REVENUES & TRANSFERS** | **2,113,521,893** | **2,125,420,612** | **2,098,143,756** | | **(27,276,856)** | **1,598,360,713** | **499,783,043** | **76.2%** |
| **ESTIMATED EXPENDITURES BY OBJECT:** | | | | | | | | |
| Salaries | 1,181,642,857 | 1,192,677,261 | 1,192,677,261 | | - | 722,026,400 | 470,650,861 | 60.5% |
| Benefits | 496,687,048 | 499,213,926 | 499,213,926 | | - | 314,618,613 | 184,595,313 | 63.0% |
| Purchased Services | 654,962,357 | 672,481,930 | 672,549,942 | C,D | 68,012 | 424,757,462 | 247,792,480 | 63.2% |
| Energy Services | 70,181,637 | 70,181,637 | 70,181,637 | | - | 34,873,468 | 35,308,169 | 49.7% |
| Materials and Supplies | 80,940,041 | 88,086,978 | 89,740,962 | E | 1,653,984 | 40,962,066 | 48,778,896 | 45.6% |
| Capital Outlay | 27,744,326 | 27,744,326 | 27,744,326 | | - | 16,774,689 | 10,969,637 | 60.5% |
| Other Expenses | 45,847,367 | 46,447,367 | 46,447,367 | | - | 19,568,115 | 26,879,252 | 42.1% |
| Transfers Out | 40,000 | 466,253 | 466,253 | | - | 426,253 | 40,000 | 91.4% |
| *Charter School Pass-Through* [1] | (444,305,175) | (447,339,022) | (439,407,034) | C | 7,931,988 | (254,165,375) | (185,241,659) | 57.8% |
| **TOTAL ESTIMATED EXPENDITURES** | **2,113,740,458** | **2,149,960,656** | **2,159,614,640** | | **9,653,984** | **1,319,841,691** | **839,772,949** | **61.1%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | (218,565) | (24,540,044) | (61,470,884) | | (36,930,840) | **278,519,022** | (339,989,906) | |
| **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) | (24,540,044) | (61,470,884) | | | **278,519,022** | | |
| **ESTIMATED ENDING FUND BALANCE** | **205,739,690** | **431,583,211** | **394,652,371** | | | **734,642,277** | | |

**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 JANUARY 31, 2026

## FOR FISCAL YEAR 2025-26

## GENERAL FUND ONLY

| | | A | B | | C | D | E | F |
|---|---|---|---|---|---|---|---|---|
| | Adopted Budget September 9, 2025 | Revised Budget December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | | - | 1,151,126 | 848,874 | 58% |
| Federal Through State | 11,996,500 | 11,996,500 | 11,996,500 | | - | 5,914,900 | 6,081,600 | 49.3% |
| State Sources | 983,303,878 | 998,236,444 | 963,027,600 | C | (35,208,844) | 588,486,825 | 374,540,775 | 61.1% |
| Local Sources | 1,347,470,567 | 1,347,470,567 | 1,347,470,567 | | - | 1,121,071,422 | 226,399,145 | 83.2% |
| Other Sources | 213,056,123 | 213,056,123 | 213,056,123 | | - | 135,901,815 | 77,154,308 | 63.8% |
| *Charter School Pass-Through* [1] | (444,305,175) | (447,339,022) | (439,407,034) | C | 7,931,988 | (254,165,375) | (185,241,659) | 57.8% |
| **TOTAL REVENUES & TRANSFERS** | **2,113,521,893** | **2,125,420,612** | **2,098,143,756** | | **(27,276,856)** | **1,598,360,713** | **499,783,043** | **76.2%** |
| **ESTIMATED EXPENDITURES BY FUNCTION:** | | | | | | | | |
| Instruction | 1,657,872,419 | 1,681,264,135 | 1,681,332,147 | C,D | 68,012 | 971,934,884 | 709,397,263 | 57.8% |
| Pupil Services | 103,880,312 | 112,984,218 | 112,984,218 | | - | 93,514,612 | 19,469,606 | 82.8% |
| Instructional Media | 25,556,301 | 25,556,301 | 25,556,301 | | - | 15,294,733 | 10,261,568 | 59.8% |
| Instruction & Curriculum | 37,152,538 | 37,152,538 | 37,152,538 | | - | 21,738,782 | 15,413,756 | 58.5% |
| Instructional Staff Training | 6,495,532 | 6,495,532 | 6,495,532 | | - | 3,352,442 | 3,143,090 | 51.6% |
| Instructional Technology | 35,911,876 | 39,170,926 | 39,170,926 | | - | 22,184,410 | 16,986,516 | 56.6% |
| Board Expenses-Contracted Svs | 7,819,790 | 7,819,790 | 7,819,790 | | - | 5,146,741 | 2,673,049 | 65.8% |
| General Administration | 12,837,196 | 13,259,303 | 13,259,303 | | - | 7,130,735 | 6,128,568 | 53.8% |
| School Administration | 147,187,700 | 147,187,700 | 147,187,700 | | - | 94,529,946 | 52,657,754 | 64.2% |
| Facilities | 20,145,000 | 20,145,000 | 20,145,000 | | - | 9,643,294 | 10,501,706 | 47.9% |
| Fiscal Services | 10,511,838 | 10,996,489 | 10,996,489 | | - | 7,920,852 | 3,075,637 | 72.0% |
| Food Services | - | - | - | | - | - | - | 0.0% |
| Central Services | 67,590,512 | 67,590,512 | 67,590,512 | | - | 42,600,946 | 24,989,566 | 63.0% |
| Transportation | 95,938,111 | 95,447,703 | 95,447,703 | | - | 60,782,792 | 34,664,911 | 63.7% |
| Operation of Plant | 214,491,729 | 214,491,729 | 214,491,729 | | - | 129,332,763 | 85,158,966 | 60.3% |
| Maintenance of Plant | 73,876,457 | 73,876,457 | 73,876,457 | | - | 59,921,766 | 13,954,691 | 81.1% |
| Administrative Technology | 19,187,319 | 19,187,319 | 19,187,319 | | - | 17,434,763 | 1,752,556 | 90.9% |
| Community Services | 9,894,424 | 12,551,194 | 14,205,178 | E | 1,653,984 | 9,236,105 | 4,969,073 | 65.0% |
| 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 | | - | 426,253 | 40,000 | 91.4% |
| Proprietary and Fiduciary Expense | - | - | - | | - | - | - | 0.0% |
| *Charter School Pass-Through* [1] | (444,305,175) | (447,339,022) | (439,407,034) | C | 7,931,988 | (254,165,375) | (185,241,659) | 57.8% |
| **TOTAL ESTIMATED EXPENDITURES** | **2,113,740,458** | **2,149,960,656** | **2,159,614,640** | | **9,653,984** | **1,319,841,691** | **839,772,949** | **61.1%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **(218,565)** | **(24,540,044)** | **(61,470,884)** | | **(36,930,840)** | **278,519,022** | **(339,989,906)** | |
| **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** | | (24,540,044) | (61,470,884) | | | **278,519,022** | | |
| **ESTIMATED ENDING FUND BALANCE** | **205,958,255** | **431,583,211** | **394,652,371** | | | **734,642,277** | | |

**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 JANUARY 31, 2026

## FOR FISCAL YEAR 2025-26

## REFERENDUM ONLY

| | | A | B | | C | D | E | F |
|---|---|---|---|---|---|---|---|---|
| | Adopted Budget September 9, 2025 | Revised Budget December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | 326,608,049 | A,B | (6,665,470) | 276,913,131 | 49,694,918 | 84.8% |
| Other Sources | | | | | | | | |
| *Charter School Pass-Through* [1] | (70,285,997) | (70,285,997) | (66,480,277) | A,B | 3,805,720 | (41,529,168) | (24,951,109) | 62.5% |
| **TOTAL REVENUES & TRANSFERS** | **262,987,522** | **262,987,522** | **260,127,772** | | **(2,859,750)** | **235,383,963** | **24,743,809** | **90.5%** |
| **ESTIMATED EXPENDITURES BY OBJECT:** | | | | | | | | |
| Salaries | 168,337,533 | 168,337,533 | 166,010,641 | A,B | (2,326,892) | 93,203,750 | 72,806,891 | 56.1% |
| Benefits | 41,905,059 | 41,905,059 | 41,372,201 | A,B | (532,858) | 18,901,753 | 22,470,448 | 45.7% |
| Purchased Services | 121,536,879 | 121,536,879 | 117,731,159 | A,B | (3,805,720) | 76,087,121 | 41,644,038 | 64.6% |
| 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) | (66,480,277) | A,B | 3,805,720 | (41,529,168) | (24,951,109) | 62.5% |
| **TOTAL ESTIMATED EXPENDITURES** | **262,987,522** | **262,987,522** | **260,127,772** | | **(2,859,750)** | **146,663,456** | **113,464,316** | **56.4%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | - | - | - | | - | **88,720,507** | (88,720,507) | |
| **BEGINNING FUND BALANCE** | | - | - | | | - | | |
| **NET REVENUE OVER/(UNDER) EXPENDITURES** | - | - | - | | | **88,720,507** | | |
| **ESTIMATED ENDING FUND BALANCE** | - | - | - | | | **88,720,507** | | |

**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 JANUARY 31, 2026

## FOR FISCAL YEAR 2025-26

## REFERENDUM ONLY

| | | A | B | | C | D | E | F |
|---|---|---|---|---|---|---|---|---|
| | Adopted Budget September 9, 2025 | Revised Budget December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | 326,608,049 | A,B | (6,665,470) | 276,913,131 | 49,694,918 | 84.8% |
| Other Sources | | | | | | | | |
| *Charter School Pass-Through* [1] | (70,285,997) | (70,285,997) | (66,480,277) | A,B | 3,805,720 | (41,529,168) | (24,951,109) | 62.5% |
| **TOTAL REVENUES & TRANSFERS** | **262,987,522** | **262,987,522** | **260,127,772** | | **(2,859,750)** | **235,383,963** | **24,743,809** | **90.5%** |
| **ESTIMATED EXPENDITURES BY FUNCTION:** | | | | | | | | |
| Instruction | 220,784,582 | 220,784,582 | 215,335,317 | A,B | (5,449,265) | 131,924,857 | 83,410,460 | 61.3% |
| Pupil Services | 48,202,329 | 48,202,329 | 48,202,329 | | - | 21,752,226 | 26,450,103 | 45.1% |
| Instructional Media | - | - | - | | - | - | - | 0.0% |
| Instruction & Curriculum | 1,369,320 | 1,369,320 | 980,134 | A | (389,186) | 1,826,973 | (846,839) | 186.4% |
| Instructional Staff Training | - | - | - | | - | - | - | 0.0% |
| Instructional Technology | 1,945,895 | 1,945,895 | 1,945,895 | | - | 1,222,554 | 723,341 | 62.8% |
| Board Expenses | 161,168 | 161,168 | 161,168 | | - | 93,260 | 67,908 | 57.9% |
| General Administration | 776,141 | 776,141 | 776,141 | | - | 812,633 | (36,492) | 104.7% |
| School Administration | 7,727,705 | 7,727,705 | 7,727,705 | | - | 3,788,484 | 3,939,221 | 49.0% |
| Facilities | - | - | - | | - | - | - | 0.0% |
| Fiscal Services | 633,428 | 633,428 | 633,428 | | - | 324,857 | 308,571 | 51.3% |
| Food Services | - | - | - | | - | - | - | 0.0% |
| Central Services | 7,727,705 | 7,727,705 | 7,727,705 | | - | 2,311,859 | 5,415,846 | 29.9% |
| Transportation | 3,017,118 | 3,017,118 | 3,017,118 | | - | 1,635,403 | 1,381,715 | 54.2% |
| Operation of Plant | 37,789,634 | 37,789,634 | 36,962,615 | A | (827,019) | 20,805,073 | 16,157,542 | 56.3% |
| Maintenance of Plant | 3,084,179 | 3,084,179 | 3,084,179 | | - | 1,587,771 | 1,496,408 | 51.5% |
| Administrative Technology | 44,785 | 44,785 | 44,785 | | - | 106,674 | (61,889) | 238.2% |
| 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) | (66,480,277) | A,B | 3,805,720 | (41,529,168) | (24,951,109) | 62.5% |
| **TOTAL ESTIMATED EXPENDITURES** | **262,987,522** | **262,987,522** | **260,127,772** | | **(2,859,750)** | **146,663,456** | **113,464,316** | **56.4%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **-** | **-** | **-** | | **-** | **88,720,507** | **(88,720,507)** | |
| **BEGINNING FUND BALANCE** | **-** | **-** | **-** | | | **-** | | |
| **NET REVENUE OVER/(UNDER) EXPENDITURES** | - | - | - | | | **88,720,507** | | |
| **ESTIMATED ENDING FUND BALANCE** | **-** | **-** | **-** | | | **88,720,507** | | |

**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 JANUARY 31, 2026

## FOR FISCAL YEAR 2025-26

## GENERAL FUND & REFERENDUM COMBINED

| | | A | B | | C | D | E | F |
|---|---|---|---|---|---|---|---|---|
| | Adopted Budget September 9, 2025 | Revised Budget December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | | - | 1,151,126 | 848,874 | 57.6% |
| Federal Through State | 11,996,500 | 11,996,500 | 11,996,500 | | - | 5,914,900 | 6,081,600 | 49.3% |
| State Sources | 983,303,878 | 998,236,444 | 963,027,600 | C | (35,208,844) | 588,486,825 | 374,540,775 | 61.1% |
| Local Sources | 1,680,744,086 | 1,680,744,086 | 1,674,078,616 | A,B | (6,665,470) | 1,397,984,553 | 276,094,063 | 83.5% |
| Other Sources | 213,056,123 | 213,056,123 | 213,056,123 | | - | 135,901,815 | 77,154,308 | 63.8% |
| *Charter School Pass-Through* [1] | (514,591,172) | (517,625,019) | (505,887,311) | A,B,C | 11,737,708 | (295,694,543) | (210,192,768) | 58.5% |
| **TOTAL REVENUES & TRANSFERS** | **2,376,509,415** | **2,388,408,134** | **2,358,271,528** | | **(30,136,606)** | **1,833,744,676** | **524,526,852** | **77.8%** |
| **ESTIMATED EXPENDITURES BY OBJECT:** | | | | | | | | |
| Salaries | 1,349,980,390 | 1,361,014,794 | 1,358,687,902 | A,B | (2,326,892) | 815,230,150 | 543,457,752 | 60.0% |
| Benefits | 538,592,107 | 541,118,985 | 540,586,127 | A,B | (532,858) | 333,520,366 | 207,065,761 | 61.7% |
| Purchased Services | 776,499,236 | 794,018,809 | 790,281,101 | A-D | (3,737,708) | 500,844,583 | 289,436,518 | 63.4% |
| Energy Services | 70,181,637 | 70,181,637 | 70,181,637 | | - | 34,873,468 | 35,308,169 | 49.7% |
| Materials and Supplies | 80,963,146 | 88,110,083 | 89,764,067 | E | 1,653,984 | 40,962,066 | 48,802,001 | 45.6% |
| Capital Outlay | 29,204,324 | 29,204,324 | 29,204,324 | | - | 16,774,689 | 12,429,635 | 57.4% |
| Other Expenses | 45,858,312 | 46,458,312 | 46,458,312 | | - | 19,568,115 | 26,890,197 | 42.1% |
| Transfers Out | 40,000 | 466,253 | 466,253 | | - | 426,253 | 40,000 | 91.4% |
| *Charter School Pass-Through* [1] | (514,591,172) | (517,625,019) | (505,887,311) | A,B,C | 11,737,708 | (295,694,543) | (210,192,768) | 58.5% |
| **TOTAL ESTIMATED EXPENDITURES** | **2,376,727,980** | **2,412,948,178** | **2,419,742,412** | | **6,794,234** | **1,466,505,147** | **953,237,265** | **60.6%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **(218,565)** | **(24,540,044)** | **(61,470,884)** | | **(36,930,840)** | **367,239,529** | **(428,710,413)** | |
| **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) | (24,540,044) | (61,470,884) | | - | 367,239,529 | | |
| **ESTIMATED ENDING FUND BALANCE** | **205,739,690** | **431,583,211** | **394,652,371** | | **-** | **823,362,784** | | |

**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 JANUARY 31, 2026

## FOR FISCAL YEAR 2025-26

## GENERAL FUND & REFERENDUM COMBINED

| | | A | B | | C | D | E | F |
|---|---|---|---|---|---|---|---|---|
| | Adopted Budget September 9, 2025 | Revised Budget December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | | - | 1,151,126 | 848,874 | 57.6% |
| Federal Through State | 11,996,500 | 11,996,500 | 11,996,500 | | - | 5,914,900 | 6,081,600 | 49.3% |
| State Sources | 983,303,878 | 998,236,444 | 963,027,600 | C | (35,208,844) | 588,486,825 | 374,540,775 | 61.1% |
| Local Sources | 1,680,744,086 | 1,680,744,086 | 1,674,078,616 | A,B | (6,665,470) | 1,397,984,553 | 276,094,063 | 83.5% |
| Other Sources | 213,056,123 | 213,056,123 | 213,056,123 | | - | 135,901,815 | 77,154,308 | 63.8% |
| *Charter School Pass-Through* [1] | (514,591,172) | (517,625,019) | (505,887,311) | A,B,C | 11,737,708 | (295,694,543) | (210,192,768) | 58.5% |
| **TOTAL REVENUES & TRANSFERS** | **2,376,509,415** | **2,388,408,134** | **2,358,271,528** | | **(30,136,606)** | **1,833,744,676** | **524,526,852** | **77.8%** |
| **ESTIMATED EXPENDITURES BY FUNCTION:** | | | | | | | | |
| Instruction | 1,878,657,001 | 1,902,048,717 | 1,896,667,464 | A-D | (5,381,253) | 1,103,859,741 | 792,807,723 | 58.2% |
| Pupil Services | 152,082,641 | 161,186,547 | 161,186,547 | | - | 115,266,838 | 45,919,709 | 71.5% |
| Instructional Media | 25,556,301 | 25,556,301 | 25,556,301 | | - | 15,294,733 | 10,261,568 | 59.8% |
| Instruction & Curriculum | 38,521,858 | 38,521,858 | 38,132,672 | A | (389,186) | 23,565,755 | 14,566,917 | 61.8% |
| Instructional Staff Training | 6,495,532 | 6,495,532 | 6,495,532 | | - | 3,352,442 | 3,143,090 | 51.6% |
| Instructional Technology | 37,857,771 | 41,116,821 | 41,116,821 | | - | 23,406,964 | 17,709,857 | 56.9% |
| Board Expenses-Contracted Svs | 7,980,958 | 7,980,958 | 7,980,958 | | - | 5,240,001 | 2,740,957 | 65.7% |
| General Administration | 13,613,337 | 14,035,444 | 14,035,444 | | - | 7,943,368 | 6,092,076 | 56.6% |
| School Administration | 154,915,405 | 154,915,405 | 154,915,405 | | - | 98,318,430 | 56,596,975 | 63.5% |
| Facilities | 20,145,000 | 20,145,000 | 20,145,000 | | - | 9,643,294 | 10,501,706 | 47.9% |
| Fiscal Services | 11,145,266 | 11,629,917 | 11,629,917 | | - | 8,245,709 | 3,384,208 | 70.9% |
| Food Services | - | - | - | | - | - | - | 0.0% |
| Central Services | 75,318,217 | 75,318,217 | 75,318,217 | | - | 44,912,805 | 30,405,412 | 59.6% |
| Transportation | 98,955,229 | 98,464,821 | 98,464,821 | | - | 62,418,195 | 36,046,626 | 63.4% |
| Operation of Plant | 252,281,363 | 252,281,363 | 251,454,344 | A | (827,019) | 150,137,836 | 101,316,508 | 59.7% |
| Maintenance of Plant | 76,960,636 | 76,960,636 | 76,960,636 | | - | 61,509,537 | 15,451,099 | 79.9% |
| Administrative Technology | 19,232,104 | 19,232,104 | 19,232,104 | | - | 17,541,437 | 1,690,667 | 91.2% |
| Community Services | 9,903,954 | 12,560,724 | 14,214,708 | E | 1,653,984 | 9,236,105 | 4,978,603 | 65.0% |
| 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 | | - | 426,253 | 40,000 | 91.4% |
| Proprietary and Fiduciary Expense | - | - | - | | - | - | - | 0.0% |
| *Charter School Pass-Through* [1] | (514,591,172) | (517,625,019) | (505,887,311) | A,B,C | 11,737,708 | (295,694,543) | (210,192,768) | 58.5% |
| **TOTAL ESTIMATED EXPENDITURES** | **2,376,727,980** | **2,412,948,178** | **2,419,742,412** | | **6,794,234** | **1,466,505,147** | **953,237,265** | **60.6%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **(218,565)** | **(24,540,044)** | **(61,470,884)** | | **(36,930,840)** | **367,239,529** | **(428,710,413)** | |
| **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)** | **(24,540,044)** | **(61,470,884)** | | **-** | **367,239,529** | | |
| **ESTIMATED ENDING FUND BALANCE** | **205,739,690** | **431,583,211** | **394,652,371** | | **-** | **823,362,784** | | |

**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 JANUARY 31, 2026**
**FOR FISCAL YEAR 2025-26**
**AMENDED FUNDS**

Revenue - Referendum Only

| **REFERENDUM ONLY AMENDMENT #4A** | Notes | Traditional | Charter | Total |
|---|---|---|---|---|
| Broward County Fee Adjustment | A | (5,259,750) | (1,405,720) | (6,665,470) |
| FEFP 3rd Calculation based on October FTE Survey | B | 2,400,000 | (2,400,000) | - |
| **Total Revenue** | | (2,859,750) | (3,805,720) | **(6,665,470)** |

Appropriations - Referendum Only

**Appropriation Adjustments -Referendum Only**

| **By Object** | | Notes | Traditional | Charter | Total |
|---|---|---|---|---|---|
| Salaries | Broward County Fee Adjustment | A | (4,279,699) | | (4,279,699) |
| Benefits | Broward County Fee Adjustment | A | (980,051) | | (980,051) |
| Purchased Services | Broward County Fee Adjustment | A | | (1,405,720) | (1,405,720) |
| Salaries | FEFP 3rd Calculation October FTE Survey | B | 1,952,807 | | 1,952,807 |
| Benefits | FEFP 3rd Calculation October FTE Survey | B | 447,193 | | 447,193 |
| Purchased Services | FEFP 3rd Calculation October FTE Survey | B | | (2,400,000) | (2,400,000) |
| **Total** | | **By Object** | (2,859,750) | (3,805,720) | **(6,665,470)** |

Appropriations - Referendum Only

**Appropriation Adjustments -Referendum Only**

| **By Function** | | Notes | Traditional | Charter | Total |
|---|---|---|---|---|---|
| Instruction | Broward County Fee Adjustment | A | (4,043,545) | (1,405,720) | (5,449,265) |
| Instruction | FEFP 3rd Calculation October FTE Survey | B | 2,400,000 | (2,400,000) | - |
| Instruction | Subtotal | | (1,643,545) | (3,805,720) | (5,449,265) |
| Instruction & Curriculum | Broward County Fee Adjustment | A | (389,186) | | (389,186) |
| Operation of Plant | Broward County Fee Adjustment | A | (827,019) | | (827,019) |
| **Total** | | **By Function** | (2,859,750) | (3,805,720) | **(6,665,470)** |

Budget Amendment #4 Net Impact

| **REFERENDUM ONLY AMENDMENT #4A** | |
|---|---|
| **Budget Net Impact** | (6,665,470) |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**BUDGET AMENDMENTS as of JANUARY 31, 2026**
**FOR FISCAL YEAR 2025-26**
**AMENDED FUNDS**

Revenue - General Fund Only

| **GENERAL FUND AMENDMENT #4B** | Notes | Traditional | Charter | Total |
|---|---|---|---|---|
| FEFP 3rd Calculation based on October FTE Survey | C | (35,208,844) | | (35,208,844) |
| *Charter School Pass-Through* | C | 7,931,988 | (7,931,988) | - |
| **Total Revenue** | | **(27,276,856)** | **(7,931,988)** | **(35,208,844)** |

Appropriations - General Fund Only

**Appropriation Adjustments - General Fund Only**

| **By Object** | | Notes | Traditional | Charter | Total |
|---|---|---|---|---|---|
| Purchased Services | Turnkey Solution for Substitute Teachers | D | 8,000,000 | | 8,000,000 |
| Purchased Services | FEFP 3rd Calculation based on October FTE Surve | C | (7,931,988) | | (7,931,988) |
| Materials and Supplies | AfterCare Fees Carryover of Prior Year Balances | E | 1,653,984 | | 1,653,984 |
| | *Charter School Pass-Through* | C | 7,931,988 | (7,931,988) | - |
| **Total** | **By Object** | | **9,653,984** | **(7,931,988)** | **1,721,996** |

Appropriations - General Fund Only

**Appropriation Adjustments - General Fund Only**

| **By Function** | | Notes | Amount | Sub-Total | Total |
|---|---|---|---|---|---|
| Instruction | Turnkey Solution for Substitute Teachers | D | 8,000,000 | | 8,000,000 |
| Instruction | FEFP 3rd Calculation based on October FTE Surve | C | (7,931,988) | | (7,931,988) |
| Community Services | AfterCare Fees Carryover of Prior Year Balances | E | 1,653,984 | | 1,653,984 |
| | *Charter School Pass-Through* | C | 7,931,988 | (7,931,988) | - |
| **Total** | **By Function** | | **9,653,984** | **(7,931,988)** | **1,721,996** |

Budget Amendment #3 Net Impact

| **GENERAL FUND AMENDMENT #4B** | |
|---|---|
| **Revenue Sources - General Fund Only** | (35,208,844) |
| **Appropriation Adjustments - General Fund Only** | 1,721,996 |
| **Budget Net Impact** | (36,930,840) |

REVISED

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
## FUND BALANCE ANALYSIS as of JANUARY 31, 2026
## FOR FISCAL YEAR 2025-26
## GENERAL FUND COMBINED

| | Adopted Budget | Net Position As of January 31, 2025 | Projected For June 30, 2026 |
|---|---|---|---|
| **Nonspendable** | | | |
| Inventories: | | | |
| General Fund | $ 12,884,000 | $ 12,884,000 | $ 12,884,000 |
| Prepaids | 20,117,000 | 20,117,000 | 20,117,000 |
| **Total Nonspendable** | **$ 33,001,000** | **$ 33,001,000** | **$ 33,001,000** |
| Restricted: | | | |
| State Required Carryover Programs | $ 1,384,000 | | $ 1,384,000 |
| Workforce Development | 1,870,000 | | 1,870,000 |
| **Total Restricted** | **$ 3,254,000** | **$ -** | **$ 3,254,000** |
| **Committed:** | | | |
| Self-Insurance | **$ 54,327,000** | **$ 54,327,000** | **$ 54,327,000** |
| **Assigned:** | | | |
| School Operations - Encumbrances | $ 1,341,000 | $ 1,341,000 | $ 1,341,000 |
| OPEB | 5,752,000 | 5,752,000 | 5,752,000 |
| Other Assigned | 53,460,000 | 53,460,000 | 53,460,000 |
| **Total Assigned** | **$ 60,553,000** | **$ 60,553,000** | **$ 60,553,000** |
| Unassigned: | $ 54,823,000 | $ (3,393,884) | $ 13,061,868 |
| **Total Unassigned** | **$ 54,823,000** | **$ (3,393,884)** | **$ 13,061,868** |
| **Total Assigned and Unassigned Fund Balance** | **$ 115,376,000** | **$ 57,159,116** | **$ 73,614,868** |
| **Total Fund Balance** | **$ 205,958,000** | **$ 144,487,116** | **$ 164,196,868** |
| Adjustment to Fund Balance | (218,565) | | |
| **Beginning net position restated** | $ 205,739,435 | $ 144,487,116 | $ 164,196,868 |
| **Projected Revenue** | **$ 2,376,681,579** | **$ 2,358,271,528** | **$ 2,391,387,165** |
| **Total Adopted Fund Balance** | **8.66%** | | |
| **Current Total Net Position** | | **6.13%** | |
| **Projected Total Year-End Fund Balance** | | | **6.87%** |
| **Total Assigned and Unassigned Fund Balance** | **$ 115,376,000** | **$ 57,159,116** | **$ 73,614,868** |
| **Adopted Assigned & Unassigned Fund Balance** | **4.85%** | | |
| **Current Net Position** | | **2.42%** | |
| **Assigned & Unassigned Fund Balance** | | | **3.08%** |

REVISED

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**Current Net Position With and Without the Tax Anticipation Note (TAN)**
**General Fund & Referendum Combined**

---------- *Year-to-Date Actual (with TAN)* ----------

| Year-to-Date Net Position for the Period Ended January 31, 2026 | |
|---|---|
| Description | Year-to-Date Rev/Expend |
| Revenues Received (Less Beginning Fund Balance) | $1,697,842,861 |
| Less: Expenditures | (1,466,078,894) |
| Excess/(Deficiency) | 231,763,967 |
| Non-Revenue Sources Less Transfers Out | 135,475,562 |
| Net Change in General Fund Balance | 367,239,529 |
| *Add TAN Loan* [1] | *250,165,000* |
| Fund Balance as of 7/1/2025 (Budget Adoption) | 205,958,255 |
| **Current Net Position with TAN** | **$823,362,784** |

---------- *Projection* ----------

| Year-to-Date Net Position for the Period Ended January 31, 2026 | |
|---|---|
| Description | Year-to-Date Rev/Expend |
| Revenues Received (Less Beginning Fund Balance) | $1,697,842,861 |
| Less: Expenditures | (1,466,078,894) |
| Excess/(Deficiency) | 231,763,967 |
| Non-Revenue Sources Less Transfers Out | 135,475,562 |
| Net Change in General Fund Balance | 367,239,529 |
| | |
| Fund Balance as of 7/1/2025 (Budget Adoption) | 205,958,255 |
| **Current Net Position without TAN** | **$573,197,784** |

[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 JANUARY 31, 2026

## FOR FISCAL YEAR 2025-26

## DEBT SERVICE FUNDS

| | | A | B | | C | D | E | F |
|---|---|---|---|---|---|---|---|---|
| | Adopted Budget September 9, 2025 | Budget December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | | - | 46,747,109 | 1,783,008 | 96.3% |
| 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** | | **$ -** | **$ 83,329,602** | **$ 162,817,494** | **33.9%** |
| **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** | | | **29,124,978** | (28,136,124) | |
| **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** | | **-** | **29,124,978** | | |
| **ESTIMATED ENDING FUND BALANCE** | **53,746,166** | **47,431,350** | **47,431,350** | | **-** | **75,567,474** | | |

**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** | | | **29,124,978** | (28,136,124) | |
| **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** | | **-** | **29,124,978** | | |
| **ESTIMATED ENDING FUND BALANCE** | **53,746,166** | **47,431,350** | **47,431,350** | | **-** | **75,567,474** | | |

**NOTES:**

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

## ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH JANUARY 31, 2026

## FOR FISCAL YEAR 2025-26

## CAPITAL PROJECTS FUNDS

| | | A | B | | C | D | E | F |
|---|---|---|---|---|---|---|---|---|
| | Adopted Budget September 9, 2025 | Revised Budget December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | | - | 19,320,591 | 35,661,645 | 35.1% |
| Local Sources | 512,065,279 | 512,065,279 | 512,065,279 | A | - | 444,008,393 | 68,056,886 | 86.7% |
| Other Sources | 116,308,714 | 116,308,714 | 116,308,714 | | - | 662,108 | 115,646,606 | 0.6% |
| *Charter School Pass-Through* [1] | (56,779,337) | (56,779,337) | (57,782,332) | A | (1,002,995) | - | (57,782,332) | 0.0% |
| **TOTAL REVENUES & TRANSFERS** | **626,576,892** | **626,576,892** | **625,573,897** | | **(1,002,995)** | **463,999,464** | **161,574,433** | **74.2%** |
| **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 | | - | 13,058,063 | 105,777,566 | 11.0% |
| Furniture, Fixtures & Equipment | 75,883,767 | 75,883,767 | 75,883,767 | | - | 37,751,834 | 38,131,933 | 49.7% |
| Motor Vehicles | 59,354,050 | 59,354,050 | 59,354,050 | | - | 9,522,935 | 49,831,115 | 16.0% |
| Land | - | - | - | | - | 9,188 | (9,188) | 0.0% |
| Other Improvements | 15,593,327 | 15,593,327 | 15,593,327 | | - | 6,796,062 | 8,797,265 | 43.6% |
| Remodeling & Renovations | 500,076,240 | 500,076,240 | 499,073,245 | A | (1,002,995) | 95,463,987 | 403,609,258 | 19.1% |
| Computer Software | 3,000,000 | 3,000,000 | 3,000,000 | | - | 812,719 | 2,187,281 | 27.1% |
| Dues & Fees, Miscellaneous | 24,680,529 | 24,680,529 | 25,683,524 | A | 1,002,995 | 25,984,864 | (301,340) | 101.2% |
| Transfers Out | 396,235,334 | 396,235,334 | 396,235,334 | | - | 171,572,667 | 224,662,667 | 43.3% |
| *Charter School Pass-Through* [1] | (56,779,337) | (56,779,337) | (57,782,332) | A | (1,002,995) | - | (57,782,332) | 0.0% |
| **TOTAL ESTIMATED EXPENDITURES** | **1,136,879,539** | **1,136,879,539** | **1,135,876,544** | | **(1,002,995)** | **360,972,319** | **774,904,225** | **31.8%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **(510,302,647)** | **(510,302,647)** | **(510,302,647)** | | - | **103,027,145** | **(613,329,792)** | |
| **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)** | | | **103,027,145** | | |
| **ESTIMATED ENDING FUND BALANCE** | **-** | **-** | **-** | | | **613,329,792** | | |

0

## EXPENDITURE BY FUNCTION

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **ESTIMATED EXPENDITURES BY FUNCTION:** | | | | | | | | |
| Facilities | 1,193,658,876 | 1,193,658,876 | 1,193,658,876 | | - | 360,972,319 | 832,686,557 | 30.2% |
| *Charter School Pass-Through* [1] | (56,779,337) | (56,779,337) | (57,782,332) | A | (1,002,995) | - | (57,782,332) | 0.0% |
| **TOTAL ESTIMATED EXPENDITURES** | **1,136,879,539** | **1,136,879,539** | **1,135,876,544** | | **(1,002,995)** | **360,972,319** | **774,904,225** | **31.8%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **(510,302,647)** | **(510,302,647)** | **(510,302,647)** | | - | **103,027,145** | **(613,329,792)** | |
| **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)** | | | **103,027,145** | | |
| **ESTIMATED ENDING FUND BALANCE** | **-** | **-** | **-** | | | **613,329,792** | | |

**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 ($26M) expensed directly.

[2] The capital fund balance is fully committed to the completion of capital projects. The fund balance also includes capital reserves.

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**BUDGET AMENDMENTS as of JANUARY 31, 2026**
**FOR FISCAL YEAR 2025-26**
**AMENDED FUNDS**

Revenue - Capital Projects Funds

| **CAPITAL PROJECTS FUNDS BUDGET AMENDMENT #2** | | Notes | District | Charter | Total |
|---|---|---|---|---|---|
| Local Sources | LCIF -State Mandated Charter School Allocation | A | (1,002,995) | 1,002,995 | - |
| *Charter School Pass-Through* | LCIF -State Mandated Charter School Allocation | A | | (1,002,995) | (1,002,995) |
| **Total Revenue** | | | **(1,002,995)** | **-** | **(1,002,995)** |

A - Local Capital Improvement Funds (LCIF) -State Mandated Charter School Allocation. The adopted budget charter school allocation was projected at $24,680,529. The FL Department of Education revised this calculation is $25,683,524 and the DEFP is updated to reflect the mandated increase to charter schools in the amount of $1,002,995. There is no change in total revenues received by the District, this allocation has been updated to reflect what portion is mandated for charter schools.

Appropriations - Capital Projects Funds

**Appropriation Adjustments**
**By Object**

| | | Notes | District | Charter | Total |
|---|---|---|---|---|---|
| Remodeling & Renovations | LCIF -State Mandated Charter School Allocation | A | (1,002,995) | | (1,002,995) |
| Dues & Fees, Miscellaneous | LCIF -State Mandated Charter School Allocation | A | 1,002,995 | | 1,002,995 |
| *Charter School Pass-Through* | LCIF -State Mandated Charter School Allocation | A | | (1,002,995) | (1,002,995) |
| **Total** | **By Object** | | **-** | **(1,002,995)** | **(1,002,995)** |

A - Local Capital Improvement Funds (LCIF) -State Mandated Charter School Allocation. The capital reserve budget is within the Remodeling & Renovations object and has been reduced to increase Dues & Fees, Miscellaneous, where the increase in charter school expenses will be reflected. The charter pass through has been updated to reflect the increase in State mandated allocation of $1,002,995.

Appropriations - Capital Projects Funds

**Appropriation Adjustments**
**By Function**

| | | Notes | District | Charter | Total |
|---|---|---|---|---|---|
| Facilities | LCIF -State Mandated Charter School Allocation | A | (1,002,995) | 1,002,995 | - |
| *Charter School Pass-Through* | LCIF -State Mandated Charter School Allocation | A | | (1,002,995) | (1,002,995) |
| **Total** | **By Function** | | **(1,002,995)** | **-** | **(1,002,995)** |

A - Local Capital Improvement Funds (LCIF) -State Mandated Charter School Allocation. The adopted budget charter school allocation was projected at $24,680,529. The FL Department of Education revised this calculation and the DEFP is updated to reflect the mandated increase to charter schools. The charter pass through has been updated to reflect the increase in State mandated allocation of $1,002,995.

Budget Amendment #2 Net Impact

| **CAPITAL PROJECTS FUNDS BUDGET AMENDMENT #2** | | |
|---|---|---|
| **Appropriation Adjustments** | *Charter School Pass-Through* | (1,002,995) |
| **Budget Net Impact** | | (1,002,995) |

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

## ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH JANUARY 31, 2026

## FOR FISCAL YEAR 2025-26

## SPECIAL REVENUE - FOOD SERVICE

| | | A | B | | C | D | E | F |
|---|---|---|---|---|---|---|---|---|
| | Adopted Budget September 9, 2025 | Tentative Budget December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | | - | 53,154,492 | 54,087,011 | 49.6% |
| State | 974,522 | 974,522 | 974,522 | | - | 489,821 | 484,701 | 50.3% |
| Local | 18,969,430 | 18,969,430 | 18,969,430 | | - | 8,695,863 | 10,273,567 | 45.8% |
| Other Sources | - | - | - | | - | 35,155 | (35,155) | 0.0% |
| Transfers In | - | 127,757 | 127,757 | | - | 127,757 | - | 100.0% |
| **TOTAL REVENUES & TRANSFERS** | **127,185,455** | **127,313,212** | **127,313,212** | | **-** | **62,503,087** | **64,810,125** | **49.1%** |
| **ESTIMATED EXPENDITURES BY OBJECT:** | | | | | | | | |
| Salaries | 38,122,112 | 38,122,112 | 38,122,112 | | - | 20,499,812 | 17,622,300 | 53.8% |
| Employee Benefits | 24,508,432 | 24,508,432 | 24,508,432 | | - | 11,671,756 | 12,836,676 | 47.6% |
| Purchased Services | 8,342,694 | 8,342,694 | 8,342,694 | | - | 4,294,903 | 4,047,791 | 51.5% |
| Energy Services | 2,219,561 | 2,219,561 | 2,219,561 | | - | 1,295,194 | 924,367 | 58.4% |
| Material and Supplies | 65,268,237 | 65,268,237 | 65,268,237 | | - | 31,988,353 | 33,279,884 | 49.0% |
| Capital Expenses | 3,863,004 | 3,863,004 | 3,863,004 | | - | 2,326,122 | 1,536,882 | 60.2% |
| Other Expenses | 4,543,597 | 4,543,597 | 4,543,597 | | - | 2,558,981 | 1,984,616 | 56.3% |
| Transfers Out | - | - | - | | - | - | - | 0.0% |
| **TOTAL ESTIMATED EXPENDITURES** | **146,867,637** | **146,867,637** | **146,867,637** | | **-** | **74,635,121** | **72,232,516** | **50.8%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | (19,682,182) | (19,554,425) | (19,554,425) | | - | (12,132,034) | (7,422,391) | |
| **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) | | - | (12,132,034) | | |
| **ESTIMATED ENDING FUND BALANCE** | **17,525,801** | **17,653,558** | **17,653,558** | | **-** | **25,075,949** | | |

## EXPENDITURE BY FUNCTION

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **ESTIMATED EXPENDITURES BY FUNCTION:** | | | | | | | | |
| Food Services | 146,867,637 | 146,867,637 | 146,867,637 | | - | 74,635,121 | 72,232,516 | 50.8% |
| | | | | | | | | 0.0% |
| **TOTAL ESTIMATED EXPENDITURES** | **146,867,637** | **146,867,637** | **146,867,637** | | - | **74,635,121** | **72,232,516** | **50.8%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | (19,682,182) | (19,554,425) | (19,554,425) | | - | (12,132,034) | (7,422,391) | |
| **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) | | | (12,132,034) | | |
| **ESTIMATED ENDING FUND BALANCE** | **17,525,801** | **17,653,558** | **17,653,558** | | | **25,075,949** | | |

**NOTES:**

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

## ADOPTED BUDGET WITH REVENUE AND EXPENSES THROUGH JANUARY 31, 2026

## FOR FISCAL YEAR 2025-26

## SPECIAL REVENUE - OTHER/GRANTS/FEDERAL PROGRAMS

| | | A | B | | C | D | E | F |
|---|---|---|---|---|---|---|---|---|
| | Adopted Budget September 9, 2025 | Tentative Budget December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | | - | 19,852,238 | (998,708) | 105.3% |
| Federal Through State | 198,926,882 | 198,926,882 | 198,926,882 | | - | 93,249,666 | 105,677,216 | 46.9% |
| State | 7,484,718 | 7,484,718 | 7,484,718 | | - | 1,697,155 | 5,787,563 | 22.7% |
| Local | 1,456,080 | 1,456,080 | 1,456,080 | | - | 2,468,365 | (1,012,285) | 169.5% |
| 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** | | **-** | **113,683,959** | **95,902,040** | **54.2%** |
| **ESTIMATED EXPENDITURES BY OBJECT:** | | | | | | | | |
| Salaries | 101,093,902 | 101,093,902 | 101,093,902 | | - | 59,944,897 | 41,149,005 | 59.3% |
| Employee Benefits | 43,845,736 | 43,845,736 | 43,845,736 | | - | 28,882,890 | 14,962,846 | 65.9% |
| Purchased Services | 55,911,984 | 55,911,984 | 55,911,984 | | - | 14,561,767 | 41,350,217 | 26.0% |
| Energy Services | | | | | | 0 | | 0.0% |
| Material and Supplies | 5,666,911 | 5,666,911 | 5,666,911 | | - | 1,222,568 | 4,444,343 | 21.6% |
| Capital Expenses | 7,869,247 | 7,869,247 | 7,869,247 | | - | 1,982,028 | 5,887,219 | 25.2% |
| Other Expenses | 12,373,430 | 12,373,430 | 12,373,430 | | - | 10,335,022 | 2,038,408 | 83.5% |
| 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** | | **-** | **113,345,708** | **96,240,291** | **54.1%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | - | - | - | | - | **338,251** | (338,251) | |
| **BEGINNING FUND BALANCE** | - | - | - | | - | - | | |
| **NET REVENUE OVER/(UNDER) EXPENDITURES** | - | - | - | | - | **338,251** | | |
| **ESTIMATED ENDING FUND BALANCE** | - | - | - | | - | **338,251** | | |

**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 JANUARY 31, 2026

## FOR FISCAL YEAR 2025-26

## SPECIAL REVENUE - OTHER/GRANTS/FEDERAL PROGRAMS

| | | A | B | | C | D | E | F |
|---|---|---|---|---|---|---|---|---|
| | Adopted Budget September 9, 2025 | Tentative Budget December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | | - | 19,852,238 | (998,708) | 105.3% |
| Federal Through State | 198,926,882 | 198,926,882 | 198,926,882 | | - | 93,249,666 | 105,677,216 | 46.9% |
| State | 7,484,718 | 7,484,718 | 7,484,718 | | - | 1,697,155 | 5,787,563 | 22.7% |
| Local | 1,456,080 | 1,456,080 | 1,456,080 | | - | 2,468,365 | (1,012,285) | 169.5% |
| 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** | | **-** | **113,683,959** | **95,902,040** | **54.2%** |
| **ESTIMATED EXPENDITURES BY FUNCTION:** | | | | | | | | |
| Instruction | 134,941,897 | 134,941,897 | 134,941,897 | | - | 67,229,436 | 67,712,461 | 49.8% |
| Pupil Services | 14,107,005 | 14,107,005 | 14,107,005 | | - | 8,034,590 | 6,072,415 | 57.0% |
| Instructional Media | 0 | 0 | 0 | | - | - | - | 0.0% |
| Instruction & Curriculum | 33,288,624 | 33,288,624 | 33,288,624 | | - | 16,633,140 | 16,655,484 | 50.0% |
| Instructional Staff Training | 28,775,108 | 28,775,108 | 28,775,108 | | - | 12,875,065 | 15,900,043 | 44.7% |
| 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 | | - | 6,762,546 | 4,524,120 | 59.9% |
| School Administration | 488,506 | 488,506 | 488,506 | | - | 2,881 | 485,625 | 0.6% |
| 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 | | - | 250,143 | 351,030 | 41.6% |
| Transportation | 497,482 | 497,482 | 497,482 | | - | 177,247 | 320,235 | 35.6% |
| Operation of Plant | 295,542 | 295,542 | 295,542 | | - | 73,292 | 222,250 | 24.8% |
| Maintenance of Plant | 0 | 0 | 0 | | - | - | - | 0.0% |
| Administrative Technology | 61,024 | 61,024 | 61,024 | | - | 39,647 | 21,377 | 65.0% |
| Community Services | 1,934,279 | 1,934,279 | 1,934,279 | | - | 4,692,227 | (2,757,948) | 242.6% |
| 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** | | **-** | **113,345,708** | **96,240,291** | **54.1%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **-** | **-** | **-** | | **-** | **338,251** | **(338,251)** | |
| **BEGINNING FUND BALANCE** | **-** | **-** | **-** | | | **-** | | |
| **NET REVENUE OVER/(UNDER) EXPENDITURES** | **-** | **-** | **-** | | | **338,251** | | |
| **ESTIMATED ENDING FUND BALANCE** | **-** | **-** | **-** | | | **338,251** | | |

**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 JANUARY 31, 2026

## FOR FISCAL YEAR 2025-26

## SPECIAL REVENUE - MISCELLANEOUS

| | | A | B | | C | D | E | F |
|---|---|---|---|---|---|---|---|---|
| | Adopted Budget September 9, 2025 | Tentative Budget December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 JANUARY 31, 2026

## 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 December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | | - | 19,852,238 | (998,708) | 105.3% |
| Federal Through State | 306,168,385 | 306,168,385 | 306,168,385 | | - | 146,404,158 | 159,764,227 | 47.8% |
| State | 8,459,240 | 8,459,240 | 8,459,240 | | - | 2,186,976 | 6,272,264 | 25.9% |
| Local | 20,425,510 | 20,425,510 | 20,425,510 | | - | 11,164,228 | 9,261,282 | 54.7% |
| Other Sources | - | - | - | | - | 35,155 | (35,155) | 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** | | **-** | **176,187,046** | **160,712,165** | **52.3%** |
| **ESTIMATED EXPENDITURES BY OBJECT:** | | | | | | | | |
| Salaries | 139,216,014 | 139,216,014 | 139,216,014 | | - | 80,444,709 | 58,771,305 | 57.8% |
| Employee Benefits | 68,354,168 | 68,354,168 | 68,354,168 | | - | 40,554,646 | 27,799,522 | 59.3% |
| Purchased Services | 64,299,678 | 64,299,678 | 64,299,678 | | - | 18,856,670 | 45,443,008 | 29.3% |
| Energy Services | 2,219,561 | 2,219,561 | 2,219,561 | | - | 1,295,194 | 924,367 | 58.4% |
| Material and Supplies | 70,935,148 | 70,935,148 | 70,935,148 | | - | 33,210,921 | 37,724,227 | 46.8% |
| Capital Expenses | 12,247,251 | 12,247,251 | 12,247,251 | | - | 4,308,151 | 7,939,100 | 35.2% |
| Other Expenses | 16,917,027 | 16,917,027 | 16,917,027 | | - | 12,894,003 | 4,023,024 | 76.2% |
| 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** | | **-** | **187,980,829** | **169,032,807** | **52.7%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **(20,242,182)** | **(20,114,425)** | **(20,114,425)** | | **-** | **(11,793,783)** | **(8,320,642)** | |
| **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)** | | **-** | **(11,793,783)** | | |
| **ESTIMATED ENDING FUND BALANCE** | **17,568,753** | **17,696,510** | **17,696,510** | | **-** | **26,017,152** | | |

**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 JANUARY 31, 2026**
**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 December 31, 2025 | Revised Budget January 31, 2026 | Notes | Budget Increase/ (Decrease) Over Previous Month | YTD/Actuals Rev/Expenditures January 31, 2026 | 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 | | - | 19,852,238 | (998,708) | 105.3% |
| Federal Through State | 306,168,385 | 306,168,385 | 306,168,385 | | - | 146,404,158 | 159,764,227 | 47.8% |
| State | 8,459,240 | 8,459,240 | 8,459,240 | | - | 2,186,976 | 6,272,264 | 25.9% |
| Local | 20,425,510 | 20,425,510 | 20,425,510 | | - | 11,164,228 | 9,261,282 | 54.7% |
| Other Sources | - | - | - | | - | 35,155 | (35,155) | 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** | | **-** | **176,187,046** | **160,712,165** | **52.3%** |
| **ESTIMATED EXPENDITURES BY FUNCTION:** | | | | | | | | |
| Instruction | 134,941,897 | 134,941,897 | 134,941,897 | | - | 67,229,436 | 67,712,461 | 49.8% |
| Pupil Services | 14,107,005 | 14,107,005 | 14,107,005 | | - | 8,034,590 | 6,072,415 | 57.0% |
| Instructional Media | 0 | 0 | 0 | | - | - | - | 0.0% |
| Instruction & Curriculum | 33,288,624 | 33,288,624 | 33,288,624 | | - | 16,633,140 | 16,655,484 | 50.0% |
| Instructional Staff Training | 28,775,108 | 28,775,108 | 28,775,108 | | - | 12,875,065 | 15,900,043 | 44.7% |
| 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 | | - | 6,762,546 | 4,524,120 | 59.9% |
| School Administration | 488,506 | 488,506 | 488,506 | | - | 2,881 | 485,625 | 0.6% |
| 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 | | - | 74,885,264 | 72,583,546 | 50.8% |
| Transportation | 497,482 | 497,482 | 497,482 | | - | 177,247 | 320,235 | 35.6% |
| Operation of Plant | 295,542 | 295,542 | 295,542 | | - | 73,292 | 222,250 | 24.8% |
| Maintenance of Plant | - | - | - | | - | - | - | 0.0% |
| Administrative Technology | 61,024 | 61,024 | 61,024 | | - | 39,647 | 21,377 | 65.0% |
| Community Services | 2,494,279 | 2,494,279 | 2,494,279 | | - | 4,692,227 | (2,197,948) | 188.1% |
| 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** | | **-** | **187,980,829** | **169,032,807** | **52.7%** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **(20,242,182)** | **(20,114,425)** | **(20,114,425)** | | **-** | **(11,793,783)** | **(8,320,642)** | |
| **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)** | | | **(11,793,783)** | | |
| **ESTIMATED ENDING FUND BALANCE** | **17,568,753** | **17,696,510** | **17,696,510** | | | **26,017,152** | | |

**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 JANUARY 31, 2026

| | 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 | 1,151,126 | 19,852,238 | | | | 21,003,364 |
| Federal Through State | 5,914,900 | 146,404,158 | | 8,372 | | 152,327,430 |
| State Sources | 588,486,825 | 2,186,976 | - | 19,320,591 | | 609,994,392 |
| Local Sources | 1,397,984,553 | 11,164,228 | 46,747,109 | 444,008,393 | | 1,899,904,283 |
| Other Sources | 135,901,815 | 35,155 | 36,582,492 | 662,108 | | 173,181,570 |
| Transfers In | | 127,757 | | | | 127,757 |
| Proceeds of financing/sale of assets/loss recovery | | | | | | - |
| *Charter School Pass-Through* [1] | (295,694,543) | (3,583,465) | | - | | (299,278,008) |
| **TOTAL REVENUES & TRANSFERS** | **1,833,744,676** | **176,187,046** | **83,329,602** | **463,999,464** | | **2,557,260,787** |
| **EXPENDITURES BY OBJECT:** | | | | | | |
| Salaries | 815,230,150 | 80,444,709 | | | | 895,674,859 |
| Benefits | 333,520,366 | 40,554,646 | | | | 374,075,012 |
| Purchased Services | 500,844,583 | 18,856,670 | | | | 519,701,253 |
| Energy Services | 34,873,468 | 1,295,194 | | | | 36,168,662 |
| Materials and Supplies | 40,962,066 | 33,210,921 | | | | 74,172,987 |
| Capital Outlay | 16,774,689 | 4,308,151 | | 163,414,788 | | 184,497,628 |
| Other Expenses | 19,568,115 | 12,894,003 | | 25,984,864 | | 58,446,982 |
| Debt Service | 0 | | 54,204,624 | - | | 54,204,624 |
| Transfers Out | 426,253 | | | 171,572,667 | | 171,998,920 |
| *Charter School Pass-Through* [1] | (295,694,543) | (3,583,465) | | - | | (299,278,008) |
| **TOTAL EXPENDITURES** | **1,466,505,147** | **187,980,829** | **54,204,624** | **360,972,319** | | **2,069,662,919** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **367,239,529** | **(11,793,783)** | **29,124,978** | **103,027,145** | | **487,597,869** |
| **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** | **367,239,529** | **(11,793,783)** | **29,124,978** | **103,027,145** | | **487,597,869** |
| **MONTH ENDING FUND BALANCE** | **823,362,784** | **42,748,416** | **72,003,614** | **788,497,417** | | **1,476,447,231** |

[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 JANUARY 31, 2026

| | 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 | 1,151,126 | 19,852,238 | | | | 21,003,364 |
| Federal Through State | 5,914,900 | 146,404,158 | | 8,372 | | 152,327,430 |
| State Sources | 588,486,825 | 2,186,976 | | 19,320,591 | | 609,994,392 |
| Local Sources | 1,397,984,553 | 11,164,228 | 46,747,109 | 444,008,393 | | 1,899,904,283 |
| Other Sources | 135,901,815 | 35,155 | 36,582,492 | 662,108 | | 173,181,570 |
| Transfers In | | 127,757 | - | | | 127,757 |
| Proceeds of financing/sale of assets/loss recovery | | | | | | - |
| *Charter School Pass-Through* [1] | (295,694,543) | (3,583,465) | | - | | (299,278,008) |
| **TOTAL REVENUES & TRANSFERS** | **1,833,744,676** | **176,187,046** | **83,329,602** | **463,999,464** | | **2,557,260,787** |
| **EXPENDITURES BY FUNCTION:** | | | | | | |
| Instruction | 1,103,859,741 | 67,229,436 | | | | 1,171,089,177 |
| Pupil Services | 115,266,838 | 8,034,590 | | | | 123,301,428 |
| Instructional Media | 15,294,733 | - | | | | 15,294,733 |
| Instruction & Curriculum | 23,565,755 | 16,633,140 | | | | 40,198,895 |
| Instructional Staff Training | 3,352,442 | 12,875,065 | | | | 16,227,507 |
| Instructional Technology | 23,406,964 | 4,574 | | | | 23,411,538 |
| Board Expenses-Contracted Svs | 5,240,001 | - | | | | 5,240,001 |
| General Administration | 7,943,368 | 6,762,546 | | | | 14,705,914 |
| School Administration | 98,318,430 | 2,881 | | | | 98,321,311 |
| Facilities | 9,643,294 | 154,385 | | 360,972,319 | | 370,769,998 |
| Fiscal Services | 8,245,709 | - | | | | 8,245,709 |
| Food Services | - | - | | | | - |
| Central Services | 44,912,805 | 74,885,264 | | | | 119,798,069 |
| Transportation | 62,418,195 | 177,247 | | | | 62,595,442 |
| Operation of Plant | 150,137,836 | 73,292 | | | | 150,211,128 |
| Maintenance of Plant | 61,509,537 | - | | | | 61,509,537 |
| Administrative Technology | 17,541,437 | 39,647 | | | | 17,581,084 |
| Community Services | 9,236,105 | 4,692,227 | | | | 13,928,332 |
| Debt Service | 1,880,247 | - | 54,204,624.00 | | | 56,084,871 |
| Transfers Out | 426,253 | - | | | | 426,253 |
| Proprietary and Fiduciary Expense | - | - | | | | - |
| *Charter School Pass-Through* [1] | (295,694,543) | (3,583,465) | | - | | (299,278,008) |
| **TOTAL EXPENDITURES** | **1,466,505,147** | **187,980,829** | **54,204,624** | **360,972,319** | | **2,069,662,919** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **367,239,529** | **(11,793,783)** | **29,124,978** | **103,027,145** | | **487,597,869** |
| **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** | **367,239,529** | | | | | |
| **MONTH ENDING FUND BALANCE** | **823,362,784** | **42,748,416** | **72,003,614** | **788,497,417** | | **1,476,447,231** |

[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 JANUARY 31, 2026

| | 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 | 172,495 | 23,002,067 | 38,969,926 | 190,086,968 | 9,277,278 | 20,208,656 | 281,717,390 |
| Other Sources | | | | | | | - |
| Transfers In | | | | | | | - |
| Proceeds of financing/sale of assets/loss recovery | | | | | | | - |
| **TOTAL REVENUES & TRANSFERS** | **172,495** | **23,002,067** | **38,969,926** | **190,086,968** | **9,277,278** | **20,208,656** | **281,717,390** |
| **EXPENDITURES BY OBJECT:** | | | | | | | |
| Salaries | 132,961 | 5,513,382 | 20,917,599 | | 1,386,196 | - | 27,950,138 |
| Benefits | 54,763 | 2,036,091 | 8,931,705 | | 525,663 | - | 11,548,222 |
| Purchased Services | 107,050 | 60,279 | 8,392,680 | 6,159,417 | 795,071 | 14,322,381 | 29,836,878 |
| Energy Services | - | - | - | | - | - | - |
| Materials and Supplies | 36,101 | - | - | | 847 | - | 36,948 |
| Capital Outlay | - | 15,392,315 | 18,434 | | - | - | 15,410,749 |
| Other Expenses | - | - | - | 207,195,093 | 6,569,501 | 5,886,275 | 219,650,869 |
| Debt Service | | | | | | | - |
| Transfers Out | | | | | | | - |
| **TOTAL EXPENDITURES** | **330,875** | **23,002,067** | **38,260,418** | **213,354,510** | **9,277,278** | **20,208,656** | **304,433,804** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | (158,380) | - | **709,508** | (23,267,542) | - | - | (22,716,414) |
| **BEGINNING FUND BALANCE** | **72,189** | | | | | | **72,189** |
| **NET REVENUE OVER/(UNDER) EXPENSES** | (158,380) | - | **709,508** | (23,267,542) | - | - | (22,716,414) |
| **ESTIMATED ENDING FUND BALANCE** [1] | (86,191) | - | **709,508** | (23,267,542) | - | - | (22,644,225) |

**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 JANUARY 31, 2026

| | 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 | 172,495 | 23,002,067 | 38,969,926 | 190,086,968 | 9,277,278 | 20,208,656 | 281,717,390 |
| Other Sources | | | | | | | - |
| Transfers In | | | | | | | - |
| Proceeds of financing/sale of assets/loss recovery | | | | | | | - |
| **TOTAL REVENUES & TRANSFERS** | **172,495** | **23,002,067** | **38,969,926** | **190,086,968** | **9,277,278** | **20,208,656** | **281,717,390** |
| **EXPENDITURES BY FUNCTION:** | | | | | | | |
| Instruction | | | | | | | - |
| Pupil Services | | | | | | | - |
| Instructional Media | | | | | | | - |
| Instruction & Curriculum | | | | | | | - |
| Instructional Staff Training | | | | | | | - |
| Instructional Technology | | | | | | | - |
| Board Expenses-Contracted Svs | | | | | | | - |
| General Administration | | | | | 97,794 | | 97,794 |
| School Administration | | | | | | | - |
| Facilities | | 20,710,217 | | | | | 20,710,217 |
| Fiscal Services | | 1,759,941 | | | | | 1,759,941 |
| Food Services | | | | | | | - |
| Central Services | 330,875 | 478,061 | | 213,354,510 | 9,179,484 | | 223,342,930 |
| Transportation | | | | | | | - |
| Operation of Plant | | 378 | | | | 20,208,656 | 20,209,034 |
| Maintenance of Plant | | 53,470 | 38,260,418 | | | | 38,313,888 |
| Administrative Technology | | | | | | | - |
| Community Services | | | | | | | - |
| Debt Service | | | | | | | - |
| Transfers Out | | | | | | | - |
| Proprietary and Fiduciary Expense | | | | | | | - |
| **TOTAL EXPENDITURES** | **330,875** | **23,002,067** | **38,260,418** | **213,354,510** | **9,277,278** | **20,208,656** | **304,433,804** |
| **FINANCIAL POSITION - SURPLUS/DEFICIT** | **(158,380)** | **-** | **709,508** | **(23,267,542)** | **-** | **-** | **(22,716,414)** |
| **BEGINNING FUND BALANCE** | **72,189** | **-** | **-** | **-** | **-** | **-** | **72,189** |
| **NET REVENUE OVER/(UNDER) EXPENSES** | **(158,380)** | **-** | **709,508** | **(23,267,542)** | **-** | **-** | **(22,716,414)** |
| **ESTIMATED ENDING FUND BALANCE [1]** | **(86,191)** | **-** | **709,508** | **(23,267,542)** | **-** | **-** | **(22,644,225)** |

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | 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:**

**Lease Agreement with The Journey Institute, Inc.**

**REQUESTED ACTION:**

**Approve the Lease Agreement between The School Board of Broward County, Florida (SBBC) and The Journey Institute, Inc. (TJI) for TJI to lease and occupy space at the Broward Estates Early Learning and Resource Center (BEELRC). District 5**

**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
- Lease Agreement
- M-1 Response

**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: | Christopher O. Akagbosu | Phone: | 754-321-2162 |

**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 Feb

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Valerie S. Wanza
Title: Chief Strategy & Innovation Officer
Phone: 754-321- 2650

**EXECUTIVE SUMMARY**

Lease Agreement with The Journey Institute, Inc.

**Board Meeting Date:** March 10, 2026

**Requested Action:**
Approve the Lease Agreement between the School Board of Broward County, Florida (SBBC) and The Journey Institute, Inc. (TJI) to allow the TJI to lease Room No. 302, in Building No. 3, at the Broward Estates Early Learning and Resource Center, to provide the services delineated in the Lease Agreement.

**School Board Policy Requirement/Authority:** School Board Policy 8040

**Statutory Requirement/Authority:** None

**District-zone Impact:** District 5

**Impact of the School Board's Vote:**

**- If the School Board votes "Yes":** The Lease Agreement between SBBC and the TJI (Lease Agreement) will be become effective and allow TJI to provide the implementation of research-based early intervention and prevention programs for children and families exposed to trauma, abuse, and other forms of toxic stress.
**- If the School Board votes "No":** This will conflict with District's commitment to provide community driven resources at the early learning center. A service that was identified as a need to serve the local community will not be provided. The District will have to work with the key stakeholders to secure other providers to provide these resources. Subsequently, this will have a deleterious impact on the comprehensive suite of community programming provided at the center.

**Background/History**
Effective July 1, 2025, Broward Estates Elementary School was repurposed as Broward Estates Early Learning Center. The center provides early learning programs and community-based programming.

The TJI desires to lease Room No. 302 in Building No. 3 at Broward Estates Early Learning and Resource Center to provide the implementation of research-based early intervention and prevention programs for children and families exposed to trauma, abuse, and other forms of toxic stress.

TJI is a not-for-profit 501(c)(3) organization dedicated to supporting children and families in their unique journey to mitigate the impact of adverse childhood experiences (ACE's). They provide individualized, comprehensive, and competent mental health care to the vulnerable early childhood population. Founded in 2008 as a training institute and expanded in 2015 as a full service pediatric behavioral health center, they serve 200 families yearly through direct services, ongoing programs, and initiatives and thousands of early childhood professionals through trainings, certifications, and consultations. TJI's vision is to create a thriving future where young children birth to age five flourish in nurturing families by strengthening parent child bonds for life. The organization's work aligns with the vision of Broward Estates Early Learning and Resource Center and will work together with the center to create a thriving future for the children and families at the center and in the community.

The term of the Lease Agreement commences on the date the last party signs the Agreement, and concludes on March 9, 2029, with the option for renewal.

The TJI will provide in-kind services in lieu of paying rent, by assigning personnel to deliver programs valued at a minimum of $1,048.00 per month. The community services delineated in the Agreement aligns with SBBC's goals to promote community partnerships and expand services for youth development. The arrangement ensures efficient use of school facilities during non-instructional hours while supporting academic enrichment and positive youth engagement.

**Alignment to 2027 Goals and Guardrails:**

Business Operations.

**Measurable Outcome(s)/Return on Investment:**

- Increased Access to Services: The implementation of research based early intervention and prevention programs for children and families exposed to trauma, abuse, and other forms of toxic stress for Broward Estates Early Learning and Resource Center students.

- Operational Efficiency: The use of Building No. 3, Room No. 302 for community programming maximizes the utilization of District facilities during non-school hours.

- In-kind Investment: In lieu of the payment of rent, TJI will provide a minimum of $1,048.00 per month in staffing and services, representing a direct

community reinvestment that is equivalent to approximately $12,576.00 annually, adjusted by 3% per year

**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 (Three year agreement – March 2026 – March 2029)

**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:**

Lease Agreement

# LEASE AGREEMENT

**THIS AGREEMENT,** made and entered into this ___ day of _____ 2026, by and between:

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
(hereinafter referred to as "SBBC"),
a political subdivision of the State of Florida having its principal place of business at
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301
and
**THE JOURNEY INSTITUTE, INC.**
(hereinafter referred to as "TJI")
A Florida not-for-profit corporation, with its principal business address being located at
6635 W. Commercial Boulevard, Suite 112
Tamarac, Florida 33319

WHEREAS, TJI desires to lease space from SBBC to provide services as described in paragraph 2.03; and

WHEREAS, SBBC is a political subdivision of the State of Florida pursuant to Section 1.01, Florida Statutes, and a governmental unit for the purposes of Section 196.199, Florida Statutes, and has certain space available in one of its facilities; and

WHEREAS, SBBC owns and operates Broward Estates Early Learning and Resource Center (“BEELRC”) located at 441 NW 35th Avenue, Fort Lauderdale, Florida 33311 and has certain space available in BEELRC; and

WHEREAS, TJI desires to lease space at BEELRC from SBBC for the purpose of implementation of research based early intervention and prevention programs for children and families exposed to trauma, abuse, and other forms of toxic stress; and

WHEREAS, SBBC would otherwise be required to expend public funds to procure the services that TJI proposes to provide in exchange for its use of SBBC’s facilities.

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 Lease Agreement**. Notwithstanding execution, the Effective Date of this Lease Agreement shall be March 10, 2026, and the term of this Lease Agreement shall conclude on March 9, 2029.

2.02 **Leased Facility**. SBBC hereby leases to TJI, Room No. 302 in Building No. 3, located at the BEELRC (hereafter referred to as "Leased Facility").

2.03 **Permitted use of Leased Facility and Hours of Operation**. TJI shall utilize the Leased Facility solely to provide the implementation of research based early intervention and prevention programs for children and families exposed to trauma, abuse, and other forms of toxic stress. Specific weekdays for TJI's two permitted days of operation shall be designated in writing by the SBBC site administrator and may be adjusted upon reasonable notice and mutual agreement.

(a) The Leased Facility shall be used by TJI only for the purposes described above. Except as described herein, TJI may use the Leased Facility two (2) weekdays per week from 5:00 p.m. to 9:00 p.m., within BEELRC's normal operating hours (7:00 a.m. - 9:00 p.m., Monday - Friday). TJI will not be entitled to use the Leased Facility during any periods when BEELRC is closed for reasons including, not limited to federal or state holidays, weekends, and days when BEELRC is closed. If necessary, TJI may request the use of the Leased Facility at times when BEELRC is closed, but such use may only be granted upon advanced written approval by SBBC's site administrator for BEELRC. If approval for TJI to use the Leased Facility is granted, TJI will be required to pay for security, custodial, and all other applicable costs associated with using the Leased Facility beyond the BEELRC normal hours of operation as articulated herein and when BEELRC is closed.

(b) TJI shall not do or permit to be done in or about the Leased Facility, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any law, statute, School Board Policy, ordinance or governmental rule or regulation now in force or which may hereafter been acted or promulgated; or which is prohibited by any standard form of fire insurance policy or will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Leased Facility is situated or any of its contents, or cause a cancellation of any insurance policy covering said building or any part thereof or any of its contents.

(c) TJI shall not do or permit anything to be done in or about the Leased Facility which will in any way obstruct or interfere with the rights of the occupants of BEELRC in which the Leased Facility are situated, or injure or annoy them or use or allow the Leased Facility to be used for any improper, immoral, unlawful or objectionable purpose (as determined by SBBC); nor shall TJI cause, maintain, or permit any nuisance (as determined by SBBC or by law) in or about the Leased Facility or commit or suffer to be committed any waste in, on, or about the Leased Facility.

(d) TJI, at TJI's expense, shall comply with all laws, rules, orders, statutes, School Board Policies, ordinances, directions, regulations and requirements of all federal, state, county and municipal authorities pertaining to TJI's use of the Leased Facility, and with the recorded covenants, conditions and restrictions applicable to the building in which the Leased Facility are situated, regardless of when they become effective or applicable, including, without limitation, all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, hazardous materials, waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and the Americans with Disabilities Act of 1990 and Florida Americans With Disabilities Accessibility Implementation Act, as both may be amended from time

to time (collectively "ADA") and with any direction of any public officer or officials which shall impose any duty upon SBBC or TJI with respect to the use or occupation of the premises.

2.04 **Site Plan**. The site plan of the Leased Facility is attached hereto and incorporated herein as **Exhibit "A."** The Site Plan delineates in red the areas that TJI may utilize for parking.

2.05 **Base Rent**. Per School Board Policy 8020, the monthly base rental fee shall be One Thousand Forty-Eight Dollars ($1,048.00) per month**.** The base rent for the Leased Facility is based on the cost to rent one (1) classroom space twice a week as called for in the Fee Schedule contained in School Board Policy 8020. Beginning on the first anniversary of the Effective Date of the Lease Agreement, and on each subsequent anniversary thereof, the Base Rent shall be adjusted by three percent (3%) per annum. So long as TJI provides In-Kind Services with a verified annual value equal to or exceeding the total Base Rent then due, TJI shall owe no cash payment of Base Rent. Any shortfall shall be paid in cash within thirty (30) days of SBBC's notice after the annual reconciliation. In-Kind Services shall be reconciled against Base Rent and Operating Expenses on a combined basis, unless otherwise specified in Exhibit B.

2.06 **In-Kind Services.** In lieu of the payment of a base rental fee cited herein for use of the Leased Facility, TJI agrees to assign TJI personnel to the Leased Facility to deliver TJI services and programmatic programs as stated in Section 2.03 of this Lease Agreement ("In Kind Services") throughout the term of this Lease Agreement. The base rental fee for the Leased Facility is One Thousand Forty-Eight Dollars ($1,048.00) per month. Prior to the commencement of this Lease Agreement, TJI shall provide documentation to SBBC showing the amount that TJI will expend through the term of the Lease Agreement for the provision of services required under this Lease Agreement and such sum must at least be equivalent to Twelve Thousand Five Hundred Seventy-Six Dollars ($12,576.00), as adjusted annually by the 3% escalator applicable to Base Rent, which reflects the annual value of the base rental fee for the Leased Facility. The base rental fee cited herein shall increase annually by three percent (3%). If the amount shown in the document is lower than the base rent due, TJI shall take corrective action to make up the difference prior to commencement of the term of this Lease Agreement. Thereafter, TJI shall annually provide said documentation to the Superintendent or his/her designee (SBBC's site administrator for BEELRC, with a copy to the Director, Facility Planning & Real Estate Department) within ninety (90) calendar days after the beginning of each school year. The manner of TJI's compensation to the SBBC for the base rent payment due, via the In-Kind Services articulated herein, is authorized by the applicable section(s) of School Board Policy 8020. The procedures, documentation standards, and valuation methodology for reconciling TJI in-kind services against the Base Rent due under the Lease Agreement with the SBBC for the BEELRC is set forth in **Exhibit "B"** -- **In-Kind Services Reconciliation and Valuation Procedures**, which is attached hereto and incorporated herein.

2.07 **Operating Expenses**. Operating Expenses are due annually but may be satisfied through In-Kind Services. The Parties agree that Base Rent and Operating Expenses may both be offset by verified In-Kind Services pursuant to Exhibit B. If the In-Kind value is less than the combined amounts due, TJI shall pay the difference in cash within thirty (30) days of SBBC's notice. The operational cost regarding use of the Leased Facility shall be based upon the pro-rata share of the historical Operating Expenses of BEELRC which is 0.8%. The 0.8% pro rata share is based on 800 sq ft / 100,000 sq ft where the numerator of 800 sq ft is the area of the room being

leased and the denominator of 100,000 sq ft is the total area of the BEELRC. Annual operating expenses equals SBBC's audited BEELRC prior year operating costs × 0.8%, subject to the 3% cap. Operating expenses for the first lease year shall be One Thousand Nine Hundred Thirty-Five Dollars ($1,935.00) or One Hundred Sixty-One and 25/100 Dollars ($161.25) per month. Operating expenses are based upon the average of the prior three (3) years of operational expenses of the BEELRC. In lieu of paying the operating expenses cited herein, TJI shall provide in-kind services equal to or exceeding the value of the operating expenses for each school year**.** The operating expenses shall be reconciled annually against the actual value of the services provided by TJI over the past twelve months. The operating expenses cited herein shall increase annually by three percent (3%). If the amount shown in the document is lower than the operating expenses due, TJI shall take corrective action to make up the difference prior to commencement of the term of this Lease Agreement. Thereafter, TJI shall annually provide said documentation to the Superintendent or his/her designee (SBBC's site administrator for BEELRC, with a copy to the Director, Facility Planning & Real Estate Department) within ninety (90) calendar days after the beginning of each school year. The manner of TJI's compensation to the SBBC for the payment of operational expenses due to TJI, via the In-Kind Services articulated herein, is as authorized by the applicable section(s) of School Board Policy 8020. In-Kind Services shall be reconciled against Base Rent and Operating Expenses on a combined basis, unless otherwise specified in Exhibit B.

2.08 **Custodial Service Cost**. SBBC shall provide custodial services to the Leased Facility at no cost to TJI during the BEELRC operational hours of 7:00 a.m. to 9:00 p.m. TJI shall pay for custodial services at such times when BEELRC is closed for the reasons stated in 2.03(a). All payments for custodial services will be made and paid on the first day of each calendar month by TJI to SBBC via SBBC's site administrator of the BEELRC. SBBC will invoice TJI monthly in arrears for approved off hours custodial and security; TJI shall pay within 30 days of receipt of the invoice. In the instance of a dispute of amounts owed by TJI, TJI shall notify SBBC in writing and pay the undisputed portions of such invoices within 10 days.

2.09 **Relocation of Leased Facility**. If upon expiration of this Lease Agreement TJI elects to renew this Lease Agreement and continue leasing space in an SBBC owned facility, TJI agrees that SBBC at SBBC's sole discretion may relocate TJI to another comparable location within the Broward County Public Schools. In such event, TJI shall bear all costs of moving its property from one location to another.

2.10 **Utilities**. During the term of this Lease Agreement as described in Section 2.01, SBBC shall provide water, electricity, telephone outlet, general lighting, air conditioning, and heating by means of appliances and fixtures installed for ordinary purposes to service the Leased Facility. SBBC shall not be obligated to furnish or install any appliances or fixtures not installed at the Leased Facility at the time of the execution of this Lease Agreement or to furnish or install any appliances or fixtures contemplated by TJI for any special uses. SBBC shall not be responsible or chargeable for any interruptions, delays, or failures in furnishing any such utilities due to causes beyond SBBC's control. TJI will be permitted access to and use of SBBC's internet service only if such access is permitted by SBBC's applicable contract or license for such service. If access is not permitted by SBBC's applicable contract or license, TJI shall be required to obtain such services at TJI's sole expense.

2.11 **Heating, Air Conditioning and Lighting**. Heating and air conditioning maintenance services and repairs shall be the responsibility of SBBC. If the equipment is no longer serviceable, SBBC shall be responsible for the cost of replacing the equipment for the demised premises. SBBC agrees to maintain the light fixtures installed in the Leased Facility for the use of TJI during the term of this Lease Agreement.

2.12 **Security Costs**. TJI will be required to pay SBBC required security costs incurred by the SBBC for SBBC providing security personnel during such hours and days when BEELRC is closed for the reasons stated in 2.03(a). SBBC shall invoice TJI for the security costs incurred, and TJI upon receipt of the invoice shall pay SBBC the full amount due within thirty (30) calendar days of receipt of the invoice.

2.13 **Office Equipment and Supplies**. TJI agrees to provide all office equipment, telephones, computers, copiers, facsimile machines, and office supplies necessary for TJI personnel to conduct TJI's business at the BEELRC during the term of this Lease Agreement.

2.14 **Office Furniture & Furnishings**. Inclusive of those items described in Section 2.13, TJI shall provide office furniture and furnishings for the Leased Facility during the term of this Lease Agreement.

2.15 **TJI Personnel**. TJI shall hire and pay for all TJI personnel. The parties agree that TJI personnel are not employees of SBBC and that SBBC shall have no obligation to provide salary, wages, benefits, or workers compensation for such persons. However, TJI agrees that, as appropriate, all TJI employees shall follow all applicable SBBC policies and procedures.

2.16 **Renewal Option**. TJI may request to renew this Lease Agreement for an additional three (3) year term prior to its expiration, and if TJI does so, the terms and conditions applicable to the renewal term shall be the same as those stated herein, except that the base rent shall be adjusted to the rates in effect at the time of the renewal as stated in Policy 8020, and the TJI shall provide SBBC with written notice of its intent to exercise this Renewal Option at least two hundred and seventy (270) calendar days prior to the end of the term of the Lease Agreement and such requested renewal shall be subject to SBBC approval. During the renewal term, TJI shall provide SBBC with the In-Kind Services described in Section 2.06, and Section 2.07.

2.17 **Payment of Taxes**. TJI is a Florida not-for-profit corporation and not a governmental unit. SBBC is a political subdivision exempt from ad valorem taxation under §196.199, Fla Stat. To the extent any taxes, fees or assessments are imposed on TJI's possessory interest or operations, such amounts shall be TJI's sole responsibility. Nothing herein shall be construed to waive any exemption applicable to SBBC.

2.18 **ADA**. SBBC hereby represents that the property herein meets all accessibility requirements of the Federal Americans with Disabilities Act (ADA), Florida Accessibility Code for Building Construction implemented under the Florida Americans with Disabilities Implementation Act, except as modified by State Requirements for Educational Facility, for the use or occupancy intended by the TJI.

2.19 **Asbestos and Radon Gas**. SBBC hereby represents that the property described herein is free from friable asbestos as defined in the Asbestos Hazard Emergency Response Act

(AHERA), 40 CFR Part 763, Asbestos Materials in Schools, October 30, 1987, and the current Florida State Requirements for Educational Facility (SREF), whichever is more stringent. SBBC notifies TJI as follows: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida, Additional information regarding radon and radon testing may be obtained from your county public health unit."

2.20 **Subletting**. TJI acknowledges that TJI's obligations and duties under this Lease Agreement are unique and not subject to being adequately performed by any other party. As such, TJI shall not sublease or assign any portion of the Leased Facility without the prior written approval of the SBBC, which approval shall not be unreasonably withheld.

2.21 **Maintenance Repairs**. TJI shall maintain and keep in good repair the interior of the Leased Facility during the term of this Lease Agreement and shall be responsible for the replacement of all windows, doors, and ancillary fixtures broken and damaged at the demised premises, except if such breakage or damage is caused to the exterior of the demised premises by SBBC students or employees. No services or maintenance shall be provided except as otherwise stated in this Lease Agreement. TJI will not damage the Leased Facility or the Building in which it is situated but will maintain the Leased Facility in a clean, attractive condition and in good repair. Upon termination of this Lease Agreement, TJI will surrender and deliver the Leased Facility to SBBC free of TJI's personal property and in broom clean condition, and in the same condition in which it existed prior to TJI's occupancy of the Leased Facility, excepting only ordinary wear and tear, and damage from casualty and governmental taking, as set forth herein.

2.22 **Special Services**. Except for any services that are expressly to be provided by SBBC under this Lease Agreement, it shall be TJI's responsibility to arrange and pay for any and all services not stated herein required for TJI's intended use of the Leased Facility.

2.23 **Fire Legal Liability Damage to Rented Premises**. TJI shall maintain Fire Legal liability damage to rented premises with limits of $500,000.00 per occurrence/aggregate.

2.24 **Automobile Liability Insurance**. TJI shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence Combined Single Limit for Bodily Injury and Property Damage.

2.25 **Other Insurance Requirements**. TJI shall maintain General Liability insurance during the term of this Lease 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. 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 Lease Agreement. TJI shall provide certificates of insurance evidencing all required coverage annually and upon SBBC request.

2.26 **SBBC Liability**. SBBC shall not be responsible for any damage, accident, injury, or death to TJI or TJI's property or to TJI's agents, servants, employees or invitees or to their property from any cause whatsoever while such persons or property are located upon SBBCs property

either prior to, during or after the period for which TJI has been permitted use of the Leased Facility. Nothing in this Section shall diminish TJI's remedies arising from SBBC's negligence as addressed in Section 2.39.

2.27 **Licenses and Permits**. TJI agrees to obtain at its sole expense any permits, licenses or additional authorization required by law or ordinance for TJI use of the Leased Facility.

2.28 **Condition and Inspection of Leased Facility**. TJI agrees to accept the Leased Facility in **AS IS** condition at the time this Lease Agreement is executed. TJI may not remove or relocate any of SBBCs property, appliances or fixtures located upon the Leased Facility without the prior written approval of SBBC's site administrator of the Leased Facility. If such approval is granted, TJI shall bear all costs of such removal and location and of restoring such property, appliances or fixtures to its original condition or location as directed by the site administrator upon the termination of this Lease Agreement. Under no circumstances shall TJI remove SBBCs equipment, furnishings, or other property from the Leased Facility.

2.29 **Improvements**. The location of any and all improvements to be placed on the Leased Facility, shall first be approved in writing by SBBC, it being intended that SBBC shall have absolute control over the location of any Improvements before they are placed on the Leased Facility. However, such approval by SBBC shall not be unreasonably withheld. Failure by SBBC to comment within forty-five (45) days shall not constitute deemed approval; however, SBBC will use reasonable efforts to complete review within that timeframe.

(a) The authority to grant approval regarding improvements in this Lease Agreement is hereby delegated by SBBC to the SBBC's Chief Operations Officer and the Chief Building Official. Subject to the provisions of the foregoing paragraph, the parties further agree that TJI will prepare and submit plans to SBBC's Chief Operations Officer and the Chief Building Official for review and approval. Any plans must meet State of Florida Building Code Requirements, Florida Fire Protection Code, and State Requirements for Educational Facility as applicable, and any other requirements imposed by applicable law. SBBC's Chief Operations Officer and Chief Building Official shall have forty-five (45) calendar days from the date of receipt to review and comment. All design documents shall be approved by SBBC's Chief Operations Officer and the Chief Building Official prior to submission to the Department of Education, if applicable.

(b) TJI shall be solely responsible for all contractual obligations owed to the contractor engaged to construct the Improvements.

(c) Before the commencement of the Improvements, TJI shall require the engaged contractor to furnish a surety payment and performance bonds that guarantee the completion of the Improvements and the performance of the work necessary to complete the Improvements; as well as, full payment of all suppliers, material men, laborers, or subcontractors employed to provide services to complete the Improvements. The contractor shall be required by contract to deliver a copy of the surety bond to TJI. Such bonds shall remain in effect for one (1) year after completion of the Improvements. The contractor will cause the correction of any defective or faulty work or materials that appear after the completion of the Improvements within the warranty period of such work performed.

(d) Any Improvements placed on said Leased Facility without the prior written approval of SBBC as to location shall immediately be removed or relocated within ninety (90) calendar days of written demand by SBBC, unless the parties agree that the Improvements should remain whereby this Lease Agreement will be amended, in writing to reflect the use and responsibility of the Improvements.

(e) Consistent with provisions in this Lease Agreement, all permitted Improvements made by TJI, if not removed and space restored to its original condition, shall become the property of SBBC. TJI agrees that SBBC shall not compensate TJI for such improvements.

2.30 **SBBC's Access to the Leased Facility**. SBBC or its authorized agent or agents shall have the right to enter upon the Leased Facility at all reasonable times for the purposes of inspecting the same, preventing waste, making such repairs as SBBC may require, or to perform maintenance services.

2.31 **Parking Areas**. SBBC shall keep and maintain the parking areas adjacent to the Leased Facility in good condition. SBBC reserves the right to control the method, manner, and time of parking in the parking areas. TJI personnel, assigned to work in the Leased Facility, TJI clients/patients/visitors shall upon the effective date of this Lease Agreement and/or occupation of the Leased Facility by TJI, have the right to use the parking area as shown in Exhibit "A" to park vehicles. SBBC reserves the right, at any time, at its sole discretion, to designate specific parking spaces in the parking area for use by SBBC employees. Any TJI staff found to be parked improperly in such designated parking spaces shall have their parking privileges revoked, and their vehicles will be subject to towing at the sole expense of the vehicles' owners. For the purposes of this Lease Agreement, a vehicle shall be defined as a car, pick-up truck, SUV, and/or motorcycle. TJI acknowledges that use of the parking area cannot be guaranteed at times other than BEELRC's normal operating hours and may be limited by SBBC in its sole discretion for safety or operational reasons. TJI acknowledges that parking availability may be limited during school events or activities, and SBBC shall provide reasonable notice where feasible.

2.32 **Key to Leased Facility**. SBBC will provide TJI with keys to access the Leased Facility and interior spaces upon approval of this Lease Agreement. Upon the termination or expiration of this Lease Agreement and prior to vacating the Leased Facility within a ten (10) calendar day period, TJI shall return to the site administrator of the Leased Facility, all keys to the Leased Facility. TJI admits and agrees that should it fail to return the aforementioned keys to SBBC within the specified time period, TJI shall be responsible to pay to have the lock(s) on the appropriate facility door(s) changed.

2.33 **Deliveries**. TJI agrees to be responsible for the arrangement and payment for any and all deliveries to the Leased Facility of any equipment, property, scenery, goods, or other material necessary for TJI's use of the Leased Facility.

2.34 **TJI's Property/Improvements**. TJI agrees to remove all its property/ improvements and that of its personnel from the Leased Facility within twenty-four (24) hours after the conclusion or termination of TJI's permitted use of the Leased Facility and restore the Leased Facility to its original state. TJI agrees that any property left by it at the Leased Facility more than fourteen (14) calendar days beyond the period permitted under this Lease Agreement, shall be

left at TJI's peril, shall be considered abandoned, and may be disposed of at the sole discretion of SBBC's site administrator without any recourse by TJI. It is agreed that no bailor/bailee relationship shall be construed to exist between SBBC and TJI with regard to any property left by TJI at the Leased Facility at times other than the period permitted under this Lease Agreement.

2.35 **Hazardous Materials**. TJI shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Leased Facility by TJI, its agents, principals, employees, contractors, consultants, or invitees without the prior written consent of SBBC's site administrator, which consent may be withheld for any reason whatsoever or for no reason at all. If TJI breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material upon the Leased Facility caused or permitted by TJI (or the aforesaid others) results in:

(a) Any contamination of the Leased Facility, the surrounding area(s), the soil or surface or ground water.

(b) Loss or damage to person(s) or property, or if contamination of the Leased Facility or the surrounding area(s) by Hazardous Material otherwise occurs for which TJI is liable for actual damages as outlined and capped by Florida Statutes 768.28, then TJI shall be solely responsible for all costs, expenses and amounts required to remediate, clean up, and correct such matter. This includes, without limitation, costs incurred in connection with any investigation or site conditions or any clean-up, remedial, removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Leased Facility.

(c) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Leased Facility or the surrounding area(s) caused or permitted by TJI (or the aforesaid others) results in (a) any contamination of the Leased Facility, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, then TJI shall immediately notify SBBC of any contamination, claim of contamination, loss or damage and, after consultation and approval by SBBC, take all actions at TJI's sole expense as are necessary or appropriate to return the Leased Facility, the surrounding area(s) and the soil or surface or ground water to the condition existing prior to the introduction of any such Hazardous Material thereto, such that the contaminated areas are brought into full compliance with all applicable statutory regulations and standards. The foregoing obligations and responsibilities of TJI shall survive the expiration or earlier termination of this Lease Agreement.

(d) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law "Hazardous Material" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to local, state or federal governmental law. "Hazardous substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCBs"), petroleum, any and all material or substances which are classified as "biohazardous", "biological waste" or

Biomedical Waste (as such terms are defined by Chapter 64E-16, F.A.C., as amended from time to time), and extremely "hazardous waste" or "hazardous substance" pursuant to federal, state or local governmental law.

(e) SBBC and its agents shall have the right, but not the duty, to inspect the Leased Facility at any time to determine whether TJI is complying with the terms of this Lease Agreement. If TJI is not in compliance with this Lease Agreement, SBBC shall have the right to immediately enter upon the Leased Facility to remedy at TJI's expense any contamination caused by TJI's failure to comply, notwithstanding any other provision of this Lease Agreement. SBBC shall use its best efforts to minimize interference with TJI's operations but shall not be liable for any interference caused thereby.

(f) Any non-compliance by TJI with its duties, responsibilities and obligations under this Section shall constitute a default of this Lease Agreement, no notice of any nature from SBBC to TJI being required.

2.36 **Adult Products; Smoking**. TJI shall not bring, keep, or possess any adult products, intoxicating beverages, drugs, narcotics, or gambling devices upon SBBC property or permit others to do so. In accordance with state law and School Board Policy 1120, smoking will not be permitted upon SBBC property under any circumstances.

2.37 **Removal of Persons**. SBBC reserves the right, through its representatives, to eject any objectionable person or persons from SBBC property including, without limitation, the Leased Facility, and in the event of the exercise of this authority by SBBC through its representatives, agents or through law enforcement personnel, TJI hereby waives any right and all claims for damages against SBBC or any of its representatives or agents.

2.38 **Background Screening**. TJI agrees to 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. This background screening must be processed through SBBC in advance of TJI or its personnel providing any services under the conditions described in the previous sentence. TJI 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 TJI and its personnel. The Parties agree that the failure of TJI to perform any of the duties described in this section shall constitute a material breach of this Lease Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Lease Agreement.

2.39 **Liability.** 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.

2.39.1 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, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.39.2 By TJI. TJI agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party 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 or due to the products, goods, or services furnished by TJI, its agents, servants, or employees; the equipment of TJI, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of TJI or the negligence of TJI's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's proper-ty, and injury or death of any person whether employed by TJI, SBBC, or otherwise.

2.40 **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<br>The School Board of Broward County, Florida<br>600 Southeast Third Avenue<br>Fort Lauderdale, Florida 33301 |
| With a Copy to: | Director, Facility Planning and Real Estate Department<br>The School Board of Broward County, Florida<br>600 Southeast Third Avenue<br>Fort Lauderdale, Florida 33301 |
| To TJI: | Office of the Executive Director<br>The Journey Institute, Inc.<br>6635 W. Commercial Boulevard, Suite 112<br>Tamarac, Florida 33319 |

2.41 **Inspection of TJI's Records by SBBC**. SBBC and TJI shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC or TJI under this Lease Agreement. All SBBC or TJI'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's or TJI's agent or its authorized representative to permit SBBC or TJI to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Lease

Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by TJI or any of TJI's payees pursuant to this Lease Agreement. SBBC's or TJI's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Lease Agreement. SBBC or TJI's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification, and reconciliation of any and all expenditures under this Lease Agreement without regard to funding sources.

2.42 **SBBC's or TJI's Records Defined**. For the purposes of this Lease Agreement, the term "SBBC's Records" or "TJI's Records" shall include, accounting records, payroll time sheets, cancelled payroll checks, W 2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Lease Agreement.

2.43 **Duration of Right to Inspect**. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or TJI's agent or authorized representative shall have access to SBBC's Records or TJI's Records from the effective date of this Lease Agreement, for the duration of the term of this Lease Agreement, and until the later of five (5) years after the termination of this Lease Agreement or five (5) years after the date of final payment by SBBC to TJI pursuant to this Lease Agreement. SBBC's agent or TJI's agent or its authorized representative shall provide SBBC or TJI with reasonable advance notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation and or reproduction.

2.44 **Audit Site Conditions**. SBBC's agent or TJI's agent or its authorized representative shall have access to SBBC's facility or TJI's facility and to any and all records related to this Lease Agreement and shall be provided with an adequate and appropriate workspace in order to exercise the rights permitted under this section.

2.45 **Failure to Permit Inspection**. Failure by either party to permit the other party to audit, inspect, examine, evaluate, and/or reproduce as permitted under this Section shall constitute grounds for termination of this Lease Agreement by the non-offending party for cause.

2.46 **Overcharges and Unauthorized Charges**. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by TJI in excess of two percent (2%) of the total billings under this Lease Agreement, the actual cost of SBBC's audit shall be paid by TJI. If the audit discloses billings or charges to which TJI is not contractually entitled, TJI shall reimburse SBBC such sum within twenty (20) calendar days of receipt of written demand unless otherwise agreed to in writing by both parties.

2.47 **Inspection of Subcontractor's Records**. TJI shall require all subcontractors ("Payees") to comply with Sections 2.41–2.48 by including those requirements in each subcontract. Failure by TJI to include such requirements in any subcontract shall constitute grounds for termination of this Lease Agreement by SBBC for cause and shall be grounds for the

exclusion of some or all of any Payee's costs from amounts payable by SBBC to TJI pursuant to this Lease Agreement and such excluded costs shall become the liability of TJI.

2.48 **Inspector General Audits**. SBBC and TJI 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.

2.49 **Waivers by TJI**. TJI shall not interpose any noncompulsory counterclaim of whatever nature or description in any such proceedings, the intent of this provision being that TJI shall not be prohibited from pursuing a claim against SBBC in an independent suit or proceeding. In the event TJI must, because of applicable court rules, interpose any counterclaim or other claim against SBBC in SBBC's proceedings, SBBC and TJI covenant and agree that, in addition to any other lawful remedy of SBBC, upon motion of SBBC, such counterclaim or other claim asserted by TJI shall be severed out of the proceedings instituted by SBBC (and, if necessary, transferred to a court of appropriate jurisdictional limits), and the proceedings instituted by SBBC may proceed to final judgment separately and apart from and without consolidation with or reference to the status of each counterclaim or any other claim asserted by SBBC. In addition, TJI expressly waives all of the following: (a) the requirement under Section 83.12, Florida Statutes, that the plaintiff in his distress for rent action file a bond payable to the TJI in at least double the sum demanded by the plaintiff, it being understood that (a) no bond shall be required in any such action and (b) the right of TJI under Section 83.14, Florida Statutes, to replevy distrained property.

2.50 **Waiver of Jury Trial**. The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Lease Agreement, the relationship of landlord and TJI, TJI's use or occupancy of the Leased Facility, and/or claim or injury or damage.

2.51 **Recording**. This Lease Agreement shall not be recorded without SBBC's prior written consent, and any recording hereof, or attempt to do so, by TJI shall constitute a default under this Lease Agreement, no curative notice to TJI from SBBC being required.

2.52 **Limitation of SBBCs Liability upon Transfer**. In the event of transfer and assignment by SBBC of its interest in this Lease Agreement and/or sale of the Leased Facility, SBBC shall thereby be released from any further obligations hereunder, accruing from and after the date of such transfer, and TJI agrees to look solely to such successor in interest of SBBC for performance of such obligations.

2.53 **SBBC's Default**. SBBC shall in no event be charged with default in the performance of any of its obligations under this Lease Agreement unless and until SBBC shall have failed to perform such obligations within thirty (30) calendar days (or within such additional time as is reasonably required to remedy any such default) after written notice to SBBC by TJI properly specifying and detailing the particulars of wherein and whereby TJI claims SBBC has failed to perform such obligations. No default by SBBC under this Lease Agreement shall give TJI the right to terminate this Lease Agreement or withhold or otherwise abate any sums payable or services deliverable to SBBC by TJI under this Lease Agreement. Notwithstanding the foregoing, termination rights in Sections 3.06-3.07 control.

2.54 **TJI's Default**. This Section 2.54 shall be interpreted in harmony with Section 3.07; cure rights provided in Section 3.07 apply unless expressly stated otherwise in this Section. TJI shall be in default of its obligations hereunder in the event that any of the following occurs:

(a) TJI's failure to make any required cash payment (after application of In-Kind Services) for a period of thirty (30)calendar days after written notice by SBBC;

(b) TJI's failure to observe, keep or perform any of the other terms, covenants, agreements, or conditions of this Lease Agreement or in applicable School Board Policies for a period of thirty (30) calendar days after written notice by SBBC;

(c) The bankruptcy of TJI;

(d) TJI making an assignment for the benefit of creditors;

(e) A receiver or trustee being appointed for TJI or a substantial portion of TJI's assets;

(f) Voluntary petitioning by TJI for relief under, or otherwise seeking the benefit of, any bankruptcy, reorganization, arrangement, or insolvency law;

(g) TJI's deserting, vacating, or abandoning any substantial portion of the Leased Facility or attempting to mortgage or pledge or otherwise encumber in any way its interest hereunder;

(h) TJI's interest under this Lease Agreement being sold under execution or other legal process;

(i) TJI's interest under this Lease Agreement being modified or altered by an unauthorized assignment or subletting or by operation of law;

(j) Any of the goods or chattels of TJI used in, or incident to, the TJI's operations upon the Leased Facility being seized, sequestered, or impounded by virtue of, or under authority of, any legal proceeding;

(k) TJI's failure to pay any other sums payable hereunder when due for two (2) consecutive months or for a total of four (4) months in any term or Renewal Term; or

(l) TJI's failure to operate continuously during normal-operating hours upon the Leased Facility in a fully staffed, fully equipped manner and/or as contemplated as per Section 2.03 of this Lease Agreement; or

(m) In the event of any of the foregoing happenings, SBBC shall give TJI thirty (30) calendar days' notice, and at the end of that notice, then SBBC, at its election, may declare this Lease Agreement to be terminated, ended and null and void, and re-enter upon and take possession of the Leased Facility whereupon all right, title and interest of TJI in the Leased Facility shall end and TJI shall immediately vacate the Leased Facility no later than twenty-four (24) hours thereafter. The exercise by SBBC of this right shall not be deemed to preclude the exercise of any others herein listed or otherwise provided by statute or general law at the same time or in subsequent times or actions.

(n) No re-entry or retaking possession of the Leased Facility by SBBC shall be construed as an election on its part to terminate this Lease Agreement, unless a written notice of

such intention be given to TJI, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any monies due to SBBC hereunder or of any damages accruing to SBBC by reason of the violations of any of the terms, provisions, and covenants herein contained. SBBC's acceptance of any monies following any event of default hereunder shall not be construed as SBBC's waiver of such event of default. No forbearance by SBBC of action upon any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions, and covenants herein contained. Forbearance by SBBC to enforce one or more of the remedies provided herein upon an event of default shall not be deemed or construed to constitute a waiver of any other violation or default. Legal actions to recover for loss or damage that SBBC may suffer by reason of termination of this Lease Agreement or the deficiency from any reletting as provided for above shall include the expense of repossession or reletting and any repairs or remodeling undertaken by SBBC following repossession. This waiver provision shall apply in harmony with Section 3.15.

2.55 **Brokerage Commission**. TJI warrants that there are no claims for broker's commissions or finder's fees in connection with its execution of this Lease Agreement.

2.56 **Corporate Tenancy**. Each person executing this Lease Agreement on behalf of TJI hereby warrants and certifies to SBBC that TJI is authorized to do business in the State of Florida and has full right and authority to enter into this Lease Agreement. The undersigned office of TJI hereby further warrants and certifies to SBBC that he or she, as such officer, is authorized and empowered to bind the organization to the terms of this Lease Agreement by his or her signature thereto. In the event any such warranties or certifications prove to be false at any time hereafter, all persons who execute this Lease Agreement shall be liable, individually, and jointly and severally. If TJI is a corporation, limited liability company, partnership, limited partnership or other artificial entity (other than one whose shares are regularly and publicly traded on a recognized stock exchange), any change in the ownership of and/or power to vote the majority of the outstanding capital stock of or the power to control the actions, policies or business operations of TJI, whether such change of ownership is by sale, assignment, bequest, inheritance, merger, dissolution, operation of law or otherwise, without the prior written consent of SBBC shall constitute a default of this Lease Agreement. TJI shall have an affirmative obligation to notify immediately SBBC of any such change.

2.57 **Absence of Option**. SBBC has delivered a copy of this Lease Agreement to TJI for TJI’s review only and the delivery hereof does not constitute an offer to TJI or an option to lease or a reservation of option for the Leased Facility, and this Lease Agreement shall become effective only when a copy executed by both SBBC and TJI is delivered to and accepted by SBBC.

2.58 **Operating Expenses a Separate Covenant**. TJI shall not withhold or reduce TJI’s required payments of operating expenses and other charges provided in this Lease Agreement, it being expressly understood and agreed by the parties that such payment is a contractual covenant by TJI that is independent of the other covenants of the parties hereunder.

2.59 **Holding Over**. The failure of TJI to surrender the Leased Facility on the date provided herein for the expiration of any term of this Lease Agreement (or at the time the Lease Agreement may be terminated otherwise by SBBC), and the subsequent holding over by TJI, with or without the consent of SBBC, shall result in the creation of a tenancy at sufferance and TJI shall,

for the duration of such tenancy, pay double the sums payable at the expiration of this Lease Agreement. This provision does not give TJI any right to hold over at the expiration of any term of this Lease Agreement, and SBBC's acceptance of any payments following the expiration of this Lease Agreement shall not be deemed to be a renewal of the term of the Lease Agreement, either by operation of law or otherwise. If TJI has timely delivered notice of renewal under Section 2.16, TJI shall not be deemed a holdover tenant during SBBC's review period.

2.60 **Construction Liens**.

2.60.1 TJI shall not make alterations or improvements except as permitted by Section 2.29 (Improvements), and shall not permit any construction liens to be placed upon the Leased Facility or improvements thereon during the term hereof or any renewal term thereafter, caused by or resulting from any work performed, materials furnished or obligation incurred by or at the request of TJI, and in the case of the filing of any such lien TJI will promptly pay the same. If TJI has not satisfied such lien or transferred it to bond within ten (10) calendar days after written notice from SBBC to TJI, SBBC shall have the right and privilege, solely at SBBC's option, of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses, interest, and reasonable attorneys' and paralegals' fees (whether incurred in court, out of court, on appeal or in bankruptcy or administrative proceedings), shall be considered additional operating expenses hereunder due from TJI to SBBC and shall be repaid to SBBC immediately on rendition of a bill therefor, together with interest per annum at the maximum rate permitted by law until repaid, and if not so paid within ten (10) calendar days of the rendition of such bill shall constitute a default under Section 2.54 hereof.

2.60.2 SBBC's interest in the Leased Facility shall not be subject to liens for improvements made by TJI. TJI shall notify every contractor making such improvements of the provision set forth in the preceding sentence. The Parties agree, should SBBC so request, to execute, acknowledge and deliver, without charge to the other, a Short Form Lease in recordable form in accordance with Chapter 713, Florida Statutes, containing a confirmation that the interest of SBBC shall not be subject to liens for improvements made by TJI to the Leased Facility.

2.61 **Signs and Advertising**. TJI shall not permit the painting or display of any signs, placard, lettering, or advertising material of any kind on or near the exterior of the Leased Facility.

2.62 **Eminent Domain**. If the whole or a portion of the Leased Facility shall be taken for any public or quasi-public use under any statute or by right of eminent domain or private purchase in lieu thereof, then at SBBC's option, but not otherwise, the term hereby demised and all rights of TJI hereunder shall immediately cease and terminate and the sums payable by TJI under this Lease Agreement shall be adjusted as of the date of such termination. TJI shall be entitled to no part of the award made for such condemnation (or other taking). Anything to the contrary notwithstanding, if the Leased Facility are unaffected by such condemnation (or other taking), then at SBBC's sole option, this Lease Agreement and each and every one of its provisions shall continue in full force and effect. Nothing in this Section shall be construed as prohibiting TJI from making an independent claim against the taking authority for TJI's loss, as long as such claim does not in any way decrease, limit or otherwise adversely affect SBBC's claim. If partial taking

results in damage requiring more than 270 days to restore, termination shall follow the procedures in Section 2.64.1.

2.63 **School Board Policies**. TJI shall faithfully observe and comply with the School Board Policies in effect during the term of this Lease Agreement or any Renewal Term. SBBC shall have the right to unilaterally enact additional Policies without the consent of TJI, and the same shall be effective from the date TJI receives notice thereof. TJI shall acquire no vested rights as to its use of the Leased Facility as relates to School Board Policies, and all modifications or additions to or deletions from the School Board Policies shall take effect immediately upon notice of the same by SBBC to TJI, regardless of any past use or practice by TJI upon the Leased Facility. SBBC shall not be responsible to TJI for the nonperformance of any said School Board Policies by any other occupant or user of the building within which the Leased Facility is situated. TJI shall and does hereby have an affirmative obligation to notify its agents, employees, principals, assigns, and invitees of the contents of such School Board Policies and of this Lease Agreement and to assure their compliance therewith, and TJI's indemnification to SBBC under Section 2.39 herein includes, without limitation, TJI's indemnity to SBBC for any claims, losses or damages resulting from TJI's breach or the breach by its agents, employees, principals, assigns, and invitees of the School Board Policies.

2.64 **Damage by Fire or the Elements.**

2.64.1 In the event that the Leased Facility should be totally destroyed by fire, hurricane, tornado or other casualty, or in the event the Leased Facility should be so damaged that rebuilding or repairs cannot be completed within two hundred seventy (270) calendar days after the date of such damage, either SBBC or TJI may, at its option, by written notice to the other given not more than thirty (30) calendar days after the date of such fire or other casualty, terminate this Lease Agreement. In such event, the sums payable under this Lease Agreement shall be abated during the unexpired portion of this Lease Agreement effective with the date of such fire or other casualty.

2.64.2 In the event the Leased Facility should be damaged by fire, hurricane, tornado, or other casualty covered by SBBC's insurance but only to such extent that rebuilding or repairs can be completed within two hundred seventy (270) calendar days after the date of such damage, or if the damage should be more serious but neither SBBC nor TJI elects to terminate this Lease Agreement, then SBBC shall, within thirty (30) calendar days after the date of such damage or such election, commence to rebuild or repair the Leased Facility and shall proceed with reasonable diligence to restore the Leased Facility to substantially the same condition in which they were immediately prior to the happening of the casualty, except that SBBC shall not be required to rebuild, repair or replace any part of the furniture, equipment, fixtures and other improvements which may have been placed by TJI within the Leased Facility. SBBC shall, unless such damage is the result of the negligence or willful misconduct of TJI or TJI's employees, agents, principals, contractors, consultants, assigns, TJI's or invitees, allow TJI a fair diminution of any sums payable to SBBC under this Lease Agreement during the time of such rebuilding or repairs. SBBC shall have no obligation to utilize insurance proceeds to rebuild the Leased Facility, and this Lease Agreement shall terminate upon notice to TJI. Any insurance

which may be carried by SBBC or TJI against loss or damage to the Leased Facility shall be for the sole benefit of the party carrying such insurance and under its sole control.

2.65 **TJI Confidentiality of Education Records**. Notwithstanding any provision to the contrary within this Lease Agreement, the parties shall 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. The Parties agree to:

(a) Hold the student records and information in strict confidence and not use or disclose except as required by this Lease Agreement or permitted by law. All student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties.

(b) Safeguard the student records through administrative, physical, and technological safety standards to ensure adequate controls are in place to protect these student records in accordance with FERPA's privacy requirements.

(c) Continually monitor its operations and take all actions necessary to ensure that the student information and records are safeguarded in accordance with the terms of this Lease Agreement.

## ARTICLE 3- GENERAL CONDITIONS

3.01 **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 Lease Agreement.

3.02 **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 Lease Agreement and shall be fully binding until such time as any proceeding brought on account of this Lease Agreement is barred by any applicable statute of limitations.

3.03 **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 TJI under this Lease Agreement. None of the parties intend to benefit a third party directly or substantially by this Lease Agreement. The parties agree that there are no third-party beneficiaries to this Lease Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Lease 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 contract.

3.04 **Independent Contractor**. The parties to this Lease 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 or TJI retirement, leave benefits or any other benefits of SBBC or TJI employees shall exist as a result of the performance of any duties or responsibilities under this Lease Agreement. SBBC and TJI 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.

3.05 **Non-Discrimination**.

(a) As a condition of entering into this Lease Agreement, TJI represents and warrants that it will comply with 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, TJI 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 TJI retaliate against any person for reporting instances of such discrimination. TJI 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 excess marketplace discrimination that have occurred or are occurring in SBBC's relevant marketplace. TJI understands and agrees that a material violation of this clause shall be considered a material breach of this Lease Agreement and may result in termination of this Lease 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.

3.06 **Termination**. This Lease Agreement may be canceled by either party with or without cause. If termination is for cause, the parties shall abide by the notice and opportunity to cure provisions set forth in Section 3.07 (Default) hereinbelow. If termination is without cause, such termination shall be effective upon thirty (30) calendar days written notice to each other regarding the desire to terminate this Lease Agreement. In the event of such termination, TJI agrees that it is not entitled to any damages of any kind including any damages that may be attributable to the cancellation of any event planned by TJI. SBBC shall have no liability for any property left on SBBC's property by any party to this Lease Agreement after the termination of this Lease Agreement. Any party contracting with SBBC under this Lease Agreement agrees that any of its property placed upon SBBC's facility pursuant to this Lease Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Lease Agreement and that any such property remaining upon SBBC's facility 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.

3.07 **Default**. The parties agree that, in the event that either party is in default of its obligations under this Lease Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event 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 cure period shall be reasonably extended to allow the defaulting party additional cure time if the party is diligently pursuing a cure and such extension will not materially impair the non-defaulting party's operations. Upon the occurrence of a default that is not cured during the applicable cure period, this Lease 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 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 3.06.

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

3.09 **Excess Funds**. Any party receiving funds paid by SBBC or TJI under this Lease Agreement agrees to promptly notify SBBC or TJI of any funds erroneously received from SBBC or TJI upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.10 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. SBBC and TJI shall keep and maintain public records required by SBBC and TJI to perform the services required under this Lease Agreement. Upon request from SBBC's or TJI's custodian of public records, SBBC or TJI shall provide SBBC or TJI 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. SBBC and TJI 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 Lease Agreement's term and following completion of the Lease Agreement if SBBC or TJI does not transfer the public records to SBBC or TJI. Upon completion of the Lease Agreement, SBBC and TJI shall transfer, at no cost, to SBBC and to TJI all public records in possession of SBBC or TJI or keep and maintain public records required by SBBC or TJI to perform the services required under the Lease Agreement. If SBBC or TJI transfers all public records to SBBC or TJI upon completion of the Lease Agreement, SBBC or TJI shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SBBC or TJI keeps and maintains public records upon completion of the Lease Agreement, SBBC and TJI shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC or TJI, upon request from SBBC's or TJI's custodian of public records, in a format that is compatible with SBBC 's or TJI's information technology systems.

**IF A PARTY TO THIS LEASE AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE LEASE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SE 3rd Avenue, 11th Floor, Fort Lauderdale, Florida 33301.**

3.11 (not used).

3.12 **Entire Lease 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 Lease Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

3.13 **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 Lease Agreement and executed by each party hereto.

3.14 **Preparation of Lease 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 Lease 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 **Waiver**. The parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Lease Agreement and, therefore, is a material term herein. Any party's failure to enforce any provision of this Lease Agreement shall not be deemed a waiver of such provision or modification of this Lease 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.

3.16 **Compliance with Laws**. Each party shall comply with all applicable federal and state and local laws, SBBC policies, TJI's policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Lease Agreement.

3.17 **Governing Law and Venue**. This Lease 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 Lease 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 Lease Agreement.

3.18 **Binding Effect**. This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.19 **Assignment**. Neither this Lease Agreement or 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 Lease Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC. Section 2.56 shall govern changes in ownership or control of TJI.

3.20 **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 a lack of funds on the part of either party be deemed Force Majeure.

3.21 **Place of Performance**. All obligations of SBBC under the terms of this Lease Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.22 **Severability**. In case any one or more of the provisions contained in this Lease Agreement shall 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 Lease Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included.

3.23 **Captions**. The captions, section numbers, article numbers, title and headings appearing in this Lease Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Lease Agreement, nor in any way effect this Lease Agreement and shall not be construed to create a conflict with the provisions of this Lease Agreement.

3.24 **Authority**. Each person signing this Lease Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Lease 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 Lease Agreement.

3.25 **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 Lease Agreement.

3.26 **Contract Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Lease

Agreement. Such actions shall include, but not be limited to, the immediate suspension of the use or occupancy of any or all SBBC Leased Facilities as a result of the anticipation of imminent existence or existence of any of the conditions listed in Article 3.20 - Force Majeure - hereinabove.

3.27 **Counterparts and Multiple Originals**. This Lease 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 Lease Agreement.

3.28 **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 nongovernmental 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 **Exhibit "C."** The submission of a false affidavit may subject a nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any contract with SBBC shall be terminated by SBBC without recourse if a nongovernmental entity is found to have submitted a false affidavit.

**[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 TJI:**

(Corporate Seal)

TJI

ATTEST:

Michelle Chen
, Secretary

-or-

_____
Witness

_____
Witness

By: [signature]

Print Name: Harlee Hutchinson

Title: Executive Director

Date: 2-13-2026

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 Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13th Feb 2026 (date) by Fara Siffort (name of officer or agent, title of officer or agent) of Dr. Harlee Hutchinson (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 Personally Known (type of identification) as identification and who did/did not first take an oath this 13 day of February, 2026.

My Commission Expires:

(SEAL)

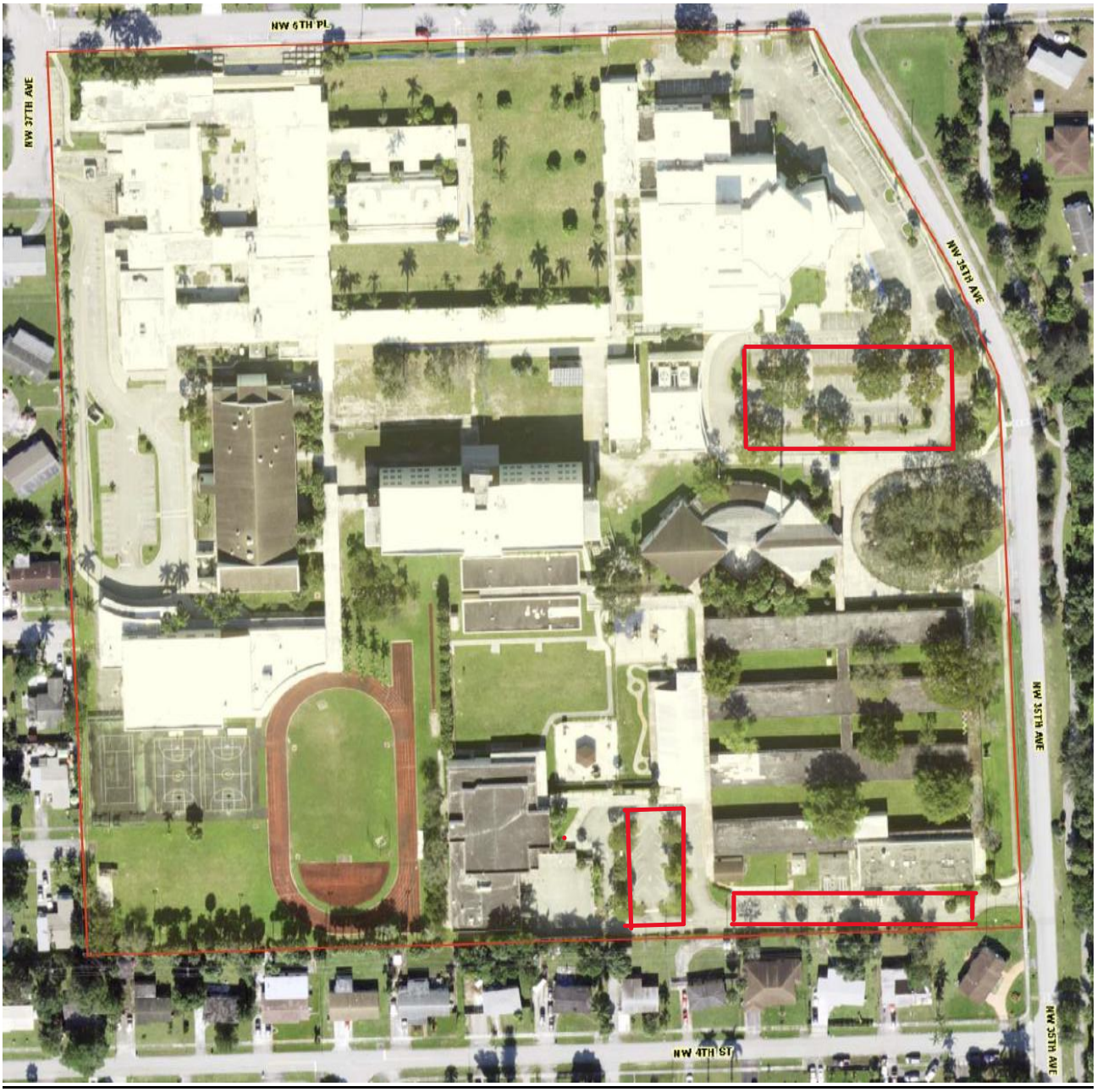
[signature]
Signature – Notary Public

Fara Siffort
Printed Name of Notary

Notary's Commission

Notary Public State of Florida
Fara Rose Siffort
My Commission HH 334636
Expires 11/21/2026

**Exhibit A – Site Plan**



## EXHIBIT B

## In-Kind Services Reconciliation and Valuation Procedures

1. **Purpose**

This Exhibit establishes the procedures, documentation standards, and valuation methodology for reconciling The Journey Institute's ("TJI") in-kind services against the Base Rent and Operating Expenses due under the Lease Agreement with The School Board of Broward County, Florida ("SBBC") for the Broward Estates Early Learning and Resource Center ("BEELRC").

2. **Annual Reconciliation Timeline**

   a. Initial Documentation: Prior to the Lease commencement, TJI shall submit a projected annual budget for in-kind services, detailing personnel assignments, service categories, and estimated costs.

   b. Annual Submission: Within ninety (90) calendar days after the start of each school year, TJI shall submit a reconciliation report for the prior twelve months, including supporting documentation as described below.

   c. SBBC Review: the Superintendent or his/her designee shall review and verify the submission within thirty (30) calendar days of receipt.

   d. Shortfall Payment: If the verified value of in-kind services is less than the total Base Rent and Operating Expenses due (including annual escalators), TJI shall pay the cash difference within thirty (30) calendar days of SBBC's notice.

   e. Overage Credit: If the verified value exceeds the required amount, the excess may be carried forward as a credit to the next annual period. Credits are non-refundable. Credits may be applied to either Base Rent or Operating Expenses unless otherwise directed by SBBC in writing.

3. **Valuation Methodology**

   a. Personnel Costs: In-kind services are valued at the actual, reasonable cost of TJI personnel assigned to BEELRC, including salary, employer-paid benefits, and directly allocable payroll taxes.

   b. Documentation: Timesheets, payroll records, and assignment logs must be provided.

   c. Programmatic Costs: Direct costs for programmatic activities (e.g., instructional materials, supplies) may be included if pre-approved by the Superintendent or his/her designee.

d. Indirect Costs: Indirect costs (e.g., administrative overhead) may be included at a rate not to exceed 10% of direct personnel costs, subject to the Superintendent or his/her designee approval.

**e.** Rate Caps: All costs must be consistent with market rates and not exceed comparable rates for similar services in Broward County.

4. **Allowable Service Categories**
    a. Instructional services delivered to BEELRC students or community members.
    b. Professional development or training for BEELRC staff.
    c. Early childhood education program support.
    d. Other services expressly approved in writing by the Superintendent or his/her designee.
5. **Documentation Requirements**
    a. Personnel:
        i. Name, position, and assignment dates for each TJI employee.
        ii. Timesheets or activity logs showing hours worked at BEELRC.
        iii. Payroll records substantiating salary and benefits.
    b. Programmatic Costs:
        i. Receipts or invoices for materials and supplies.
        ii. Description of program/activity and beneficiaries.
    c. Indirect Costs:
        i. Calculation worksheet showing basis and rate.
    d. Summary Table:
        i. Annual summary showing total in-kind value, Base Rent due, Operating Expenses due, shortfall/overage, and any carry-forward credits.
6. **Dispute Resolution.** If the Superintendent or his/her designee (SBBC's site administrator for BEELRC, with a copy to the Director, Facility Planning & Real Estate Department) and TJI disagree on the valuation or sufficiency of in-kind services, either party may invoke the dispute resolution process in Section 3.07 of the Lease Agreement. TJI shall timely pay any undisputed portion.

7. **Example Calculation (for illustration)**

| Category | Description | Hours/Units | Rate | Total Value |
|---|---|---|---|---|
| Instructor | Early Childhood Course | 40 hrs. | $50/hr. | $2,000 |
| Program Coordinator | Community Outreach | 20 hrs. | $40/hr. | $800 |
| Materials | Supplies for course | N/A | Actual cost | $300 |
| Indirect | 10% of direct personnel | N/A | $280 | $280 |
| **Total** | | | | **$3,380** |

8. **Audit Rights**

SBBC reserves the right to audit all records supporting in-kind service valuation, as provided in Sections 2.41–2.48 of the Lease Agreement.

**[End of Exhibit B]**

# Exhibit C
## State of Florida Affidavit
## Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: The Journey Institute, Inc

Event Name: Spark Program Date/ Time: 2/13/2026, 1:15pm

Vendor FEIN: 41-2271519

Vendor's Authorized Representative Name and Title: Dr. Harleen Hutchinson, Executive Director

Address: 6635 W. Commercial Blvd, Suite 112

City: Tamarac State: FL Zip Code: 33319

Phone Number: 954-903-8179 Email Address: hhutchinson@thejourneyinstitute.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: Dr. Harleen Hutchinson

AUTHORIZED SIGNATURE

Print Name and Title: Dr. Harleen Hutchinson, Executive Director Date: 2/13/2025

Staff Follow Up: **26-122 (DH)**
Due Date: March 6, 2026

Established 1915 BROWARD County Public Schools | Educating Today's Students to Succeed in Tomorrow's World

**Topic**: Meeting: March 10, 2026 - RSBM
M-1. Lease Agreement with The Journey Institute, Inc.

**Staff Follow-up**: Why is this in-kind?

**Response**: Policy 8020, *Use of Broward County School Facilities for Non-School Purposes*, Rule 5(d)4, states, "The Superintendent of Schools or designee (Chief Operations Officer), at his or her discretion, is authorized to determine that the rental and/or operational costs due to a Non-Profit Corporation could be satisfied by the Corporation via an in-kind value approach. The Corporation will qualify to satisfy the costs due to it via an in-kind value approach only if the Corporation proposes to utilize the public school facility to provide specific services that would benefit BCPS students. Such services shall include but not be limited to the provision of mental health counseling, improving student achievement, enabling and accomplishing school improvement goals, etc. Additionally, a formal agreement between the School Board and the Corporation must be generated by the Facility Planning & Real Estate Department or pertinent department to memorialize the provisions that would allow the Corporation to utilize and operate from the public school facility to provide the services."

The Journey Institute is a not-for-profit 501(c)(3) organization that receives funding from multiple community agencies and private donors to provide an array of mental health services. They have been identified as a need for the community. The personnel costs to deliver these supports two days a week for four hours a day exceed $1,000 per month. Since these counseling services will be available at no charge to the children and families as part of the comprehensive resources available at Broward Estates Early Learning and Resource Center, the provision in Policy 8020 was applied for this agreement.

HH/VSW:pw

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | 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 February 12, 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 Feb 24, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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:** March 10, 2026

**Requested Action:**
Approve the Recommendations of the Qualification, Selection, and Evaluation Committee (QSEC) Meeting held on February 12, 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. Twenty-one (21) firms representing twenty-three (23) licenses will be recertified; Zero (0) firms representing zero (0) licenses will increase limits; One (1) firm is newly certified; and four (4) 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 | 3/10/2026 |
|---|---|
| Superintendent Recommmentations | |
| Recommend to Certify | 1 |
| Recommend to Re-Certify | 23 |
| Recommend to Not Certify | 0 |
| Recommend to Not Re-Certify | 0 |
| Recommend to Increase Limits | 0 |
| Revoke Certification | 0 |
| Suspend Certification | 0 |
| Certification Revoked Automatically* | 4 |
| Grand Total | 28 |

| Pre-Qualified Contractors Summary Fiscal Year To Date | |
|---|---|
| Approved Certification Applications | 5 |
| Approved Re-Certification Applications | 144 |
| Approved Request to Not Certify | 0 |
| Approved Request to Not Re-Certify | 0 |
| Approved Request to Increase Limits | 5 |
| Total Pre-Qualification Applications | 154 |
| ***Total of E/S/M/WBE Pre-Qualified*** | ***66*** |
| *Contractors Automatically Revoked* | *19* |
| *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 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A-1 Duran Roofing, Inc. | 12/16/2025 | | | | 2/12/2026 | Recommend to Re-Certify | State General | $ 5,000,000.00 | $ 50,000,000.00 | 3/10/2026 | 3/9/2027 |
| A-1 Duran Roofing, Inc. | 12/16/2025 | | | | 2/12/2026 | Recommend to Re-Certify | State Roofing | $ 5,000,000.00 | $ 50,000,000.00 | 3/10/2026 | 3/9/2027 |
| Airmax Service Corporation | | SWBE | FW | 10/23/2026 | 2/12/2026 | Certification Revoked Automatically* | Class A Air Conditioning | | | 3/10/2026 | |
| Apex-Tech Electrical & Air Conditioning Inc. | 1/8/2026 | SMBE | AA | 3/7/2026 | 2/12/2026 | Recommend to Re-Certify | Class B Air Conditioning | $ 151,368.00 | $ 500,000.00 | 3/10/2026 | 3/9/2027 |
| Atlas Apex Roofing, LLC | 1/8/2026 | | | | 2/12/2026 | Recommend to Re-Certify | State Roofing | $ 5,000,000.00 | $ 200,000,000.00 | 3/10/2026 | 3/9/2027 |
| Atlas Apex Roofing, LLC | 1/8/2026 | | | | 2/12/2026 | Recommend to Re-Certify | State General | $ 10,077,764.00 | $ 200,000,000.00 | 3/10/2026 | 3/9/2027 |
| Blue Home Builders Corp. | | | | | 2/12/2026 | Certification Revoked Automatically* | State General | | | 3/10/2026 | |
| C.L. Elias Construction, Inc. | 12/15/2025 | SWBE | FW | 6/13/2026 | 2/12/2026 | Recommend to Re-Certify | State General | $ 400,000.00 | $ 1,500,000.00 | 3/10/2026 | 3/9/2027 |
| Cherokee Enterprises, Inc. | 1/13/2026 | | | | 2/12/2026 | Recommend to Re-Certify | State General | $ 16,580,000.00 | $ 80,000,000.00 | 3/10/2026 | 3/9/2027 |
| Convergint Technologies LLC | | | | | 2/12/2026 | Certification Revoked Automatically* | State Electrical | | | 3/10/2026 | |
| Daniel O'Connell's Sons, Inc. | 1/5/2026 | | | | 2/12/2026 | Recommend to Re-Certify | State General | $ 131,073,062.00 | $ 600,000,000.00 | 3/10/2026 | 3/9/2027 |
| Danto Builders, LLC | 1/13/2026 | SWBE | FW | 7/3/2027 | 2/12/2026 | Recommend to Re-Certify | State General | $ 3,000,000.00 | $ 10,000,000.00 | 3/10/2026 | 3/9/2027 |
| Demcon Group, LLC | 1/5/2026 | SBE | NMM | 8/28/2028 | 2/12/2026 | Recommend to Re-Certify | State General | $ 2,000,000.00 | $ 6,000,000.00 | 3/10/2026 | 3/9/2027 |
| Earl Hagood, Inc. | 12/21/2025 | | | | 2/12/2026 | Recommend to Re-Certify | State Mechanical (Test & Balance) | $ 250,000.00 | $ 750,000.00 | 3/10/2026 | 3/9/2027 |
| FSN Contracting Services, LLC | 1/5/2026 | SWBE | FW | 8/18/2028 | 2/12/2026 | Recommend to Re-Certify | State Building | $ 500,000.00 | $ 800,000.00 | 3/10/2026 | 3/9/2027 |
| Hi-Tech Roofing & Sheet Metal, Inc. | 1/30/2026 | | | | 2/12/2026 | Recommend to Re-Certify | State Roofing | $ 2,516,176.00 | $ 50,000,000.00 | 3/10/2026 | 3/9/2027 |
| Integ Miami, LLC | | | | | 2/12/2026 | Certification Revoked Automatically* | State General | | | 3/10/2026 | |
| J.R.T. Construction Co. | 1/8/2026 | | | | 2/12/2026 | Recommend to Re-Certify | State General | $ 20,000,000.00 | $ 38,000,000.00 | 3/10/2026 | 3/9/2027 |
| Lebolo Construction Management, Inc. | 1/8/2026 | SMBE | HA | 7/16/2028 | 2/12/2026 | Recommend to Re-Certify | State General | $ 15,000,000.00 | $ 50,000,000.00 | 3/10/2026 | 3/9/2027 |
| P&A Roofing and Sheet Metal, Inc. | 12/10/2025 | | | | 2/12/2026 | Recommend to Re-Certify | State Roofing | $ 5,000,000.00 | $ 35,000,000.00 | 3/10/2026 | 3/9/2027 |
| Pinnacle A Roofing Company | 1/30/2026 | | | | 2/12/2026 | Recommend to Re-Certify | State Roofing | $ 3,259,850.00 | $ 30,000,000.00 | 3/10/2026 | 3/9/2027 |
| Protect Video, Inc. | 12/16/2025 | | | | 2/12/2026 | Recommend to Re-Certify | State Electrical | $ 1,000,000.00 | $ 3,000,000.00 | 3/10/2026 | 3/9/2027 |
| RGEN Enterprises, LLC dba Cool Water Air Conditioning | 1/29/2026 | ESMBE | HA | 8/5/2027 | 2/12/2026 | Recommend to Re-Certify | State Mechanical | $ 1,091,000.00 | $ 10,000,000.00 | 3/10/2026 | 3/9/2027 |
| Stiles Corporation d/b/a Stiles Construction | 1/8/2026 | | | | 2/12/2026 | Recommend to Re-Certify | State General | $ 150,000,000.00 | $ 500,000,000.00 | 3/10/2026 | 3/9/2027 |

# 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| The BG Group, LLC | 12/12/2025 | | | | 2/12/2026 | Recommend to Re-Certify | State General | $ 2,008,090.00 | $ 10,000,000.00 | 3/10/2026 | 3/9/2027 |
| Transel Elevator & Electric, Inc. dba TEI Group | 1/27/2026 | | | | 2/12/2026 | Recommend to Certify | State Elevator | $ 1,297,920.00 | $ 100,000,000.00 | 3/10/2026 | 3/9/2027 |
| Universal Electric of Florida, Inc. | 12/18/2025 | | | | 2/12/2026 | Recommend to Re-Certify | State Electrical | $ 5,000,000.00 | $ 15,000,000.00 | 3/10/2026 | 3/9/2027 |
| Weekley Asphalt Paving, Inc. | 1/27/2026 | | | | 2/12/2026 | Recommend to Re-Certify | State General | $ 5,000,000.00 | $ 15,000,000.00 | 3/10/2026 | 3/9/2027 |

**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 2/12/2026

| TOTAL No. OF PRE-QUALIFIED CONTRACTORS | As of | 1/15/2026 | 2/12/2026 |
|---|---|---|---|
| | | 195 | 192 |

| 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 | 15 | 8 |
| Broward County Insulation Contractor | 1 | 1 | State Elevator | 3 | 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 | 91 | 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 | 5 | 2 | | | |
| **Grand Total *** | | | | **209** | **66** |

* 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 | 1/15/2026 | 2/12/2026 | Fiscal Year To Date |
|---|---|---|---|---|
| Approved Certification Applications | 14 | 0 | 1 | 5 |
| Approved Re-Certification Applications | 235 | 16 | 23 | 144 |
| Approved Request to Increase Limits | 6 | 3 | 0 | 5 |
| **Total Approved** | **255** | **19** | **24** | **154** |
| Applications Recommended to Not Certify/Re-Certify | 0 | 0 | 0 | 0 |
| **Total Applications Processed** | **255** | **19** | **24** | **154** |
| **Revoked Contractors (No response of Renewal Notice wihtin 30 Days)** | **18** | **4** | **4** | **19** |

### PRE-QUALIFIED E/S/M/WBE CONTRACTORS

**Companies by Ethnicity/Gender**

| | Female | Male | Total | |
|---|---|---|---|---|
| African American | 1 | 12 | 13 | 20% |
| Asian American | 0 | 1 | 1 | 2% |
| Hispanic American | 9 | 19 | 28 | 42% |
| White American | 10 | 14 | 24 | 36% |
| **Grand Total** | **20** | **46** | **66** | |
| % | 30% | 70% | | |

Status: ADDED ITEM

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | O. Operations |
| **DEPARTMENT:** | Procurement & Logistics Operations |

| | |
|---|---|
| Agenda Item Number: | O-2. |
| Consent or Open Item: | Consent |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**ITB26-029 - Construction Printing Services**
**ADDED**

**REQUESTED ACTION:**

**Approve the Termination, without cause, between The School Board of Broward County, Florida (SBBC), and Black's Business Systems d/b/a Services On Site, regarding ITB26-029 – Construction Printing Services that commenced on November 1, 2025 and expires October 31, 2028; and delegate authority to the Superintendent to send a minimum thirty (30) calendar days' written notice to Black's Business Systems d/b/a Services On Site of the termination of the Agreement. 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
- Termination Letter
- Invitation to Bid

**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: | Romaneir D. Johnson | Phone: | 754-321-1990 |
| Name: | Mark D. Dorsett | Phone: | 754-321-2659 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Feb 24, 2026

Electronic Signature

Approved in Open Board Meeting On: March 10, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24

HH/JJS

**For more information, please contact:**
Name: Mark D. Dorsett
Title: Task Assigned, Chief Operations Officer
Phone: 754-321-2659

**EXECUTIVE SUMMARY**

**Recommendation to Approve the Termination of the Agreement with Black's Business Systems d/b/a Services On-Site**
**ITB26-029 - Construction Printing Services**

---

**Board Meeting Date:** March 10, 2026

**Requested Action:**
Approve the Termination, without cause, between The School Board of Broward County, Florida (SBBC), and Black's Business Systems d/b/a Services On Site, regarding ITB26-029 – Construction Printing Services that commenced on November 1, 2025 and expires October 31, 2028; and delegate authority to the Superintendent to send a minimum thirty (30) calendar days' written notice to Black's Business Systems d/b/a Services On Site of the termination of the Agreement.

**School Board Policy Requirement/Authority:** No Applicable

**Statutory Requirement/Authority:** Not Applicable

**District-Zone Impact:** District-wide

**Impact of the School Board's Vote:**
**- If the School Board votes "Yes":** SBBC will terminate the Agreement without cause between SBBC and Black's Business Systems d/b/a Services On-Site effective February 12, 2026.
**- If the School Board votes "No":** SBBC will not terminate the Agreement between SBBC and Black's Business Systems d/b/a Services On-Site effective February 12, 2026.

**Background/History**
The vendor has formally communicated that they are not able to fulfill the District's Certificate of Insurance requirement.

Original ITB Term: November 1, 2025, through October 31, 2028; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

**Alignment to 2027 Goals and Guardrails:**
Business Operations

**Measurable Outcome(s)/Return on Investment:**
None.

**Financial Impact, Funding Source & Budget Status:**
There is no financial impact to the District.

| ACTION | BOARD DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT | TERM (months) |
|---|---|---|---|---|---|
| Original spending authority request | 10/15/2025 | Yes | District Educational Facilities Plan | $250,000 | 36 |
| Termination | 3/10/2026 | N/A | N/A | N/A | N/A |
| **Total ITB Amount** | | | | | **36** |

**Multi-year agreement: Yes/No**
Yes.

**Procurement Method:**
Pursuant to Purchasing Policy 3800, under Rule 6A-1.012(1)(b), Florida Administrative Code, 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.

**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):** | ITB26-029 | **Preparation Date:** | January 22, 2026 |
| **Previous Bid # (Ex: 10-004R):** | | **Buyer/PA:** | MARLEEN PADRON |
| **New Bid Award Total:** | $250,000 | **Bid Title:** | Construction Printing Services |
| **Previous Award Total:** | | | |
| **Bid Type:** | TERMINATION OF BID | | |
| **Previous Bid Term (Start Date):** | | **New Bid Term (In Months):** | 36 |
| **Previous Bid Term (End Date):** | | **# of Months Into Bid:** | |

| SPEND REPORTING | |
|---|---|
| **Purchase Order(s) Spend:** | |
| **P Card Purchases:** | |
| **Total Invoiced-to-Date Amount (PO + Pcard Purchases):** | |
| **Average Monthly Expenditure:** | PLEASE SEE NOTES SECTION |
| **Unused Authorized Spending:** | |
| **Est. Forecasted Spend (For Entire Bid Term):** | **PLEASE SEE NOTES SECTION** |

| VENDOR INFORMATION | | |
|---|---|---|
| **Awarded Vendors:** | **M/WBE Status (If applicable):** | **Spend:** |
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| | **PO VENDOR SPEND:** | |
| | **P-CARD SPEND:** | $ - |
| | **TOTAL SPEND:** | |

**NOTES (Type Below):**

| Default Funding Source* | | Department/School & Sign-off Information* | |
|---|---|---|---|
| **Cost Center** | 2400096030 | **Name** (First & Last) | Sonja V. Coley |
| **Fund** | 7920 | **Title** | Director |
| **Functional Area** | 7400890010000 | **Department/School Name** | Office of Capital Programs |
| **Commitment Item** | 53970000 | **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.**

**Office of the Superintendent**
**Dr. Howard Hepburn**
**Superintendent of Schools**
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301
phone: 754-321-2600 • fax: 754-321-2701
superintendent@browardschools.com

**The School Board of Broward County, Florida**

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhodeff
Maura McCarthy Bulman Adam
Cervera, Esq. Debro Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

March 11, 2026

**VIA US MAIL AND EMAIL**

Timothy V. Curtis
Black's Business Systems, Inc., d/b/a Services On Site
9130 S. Dadeland Blvd., Suite 1704
Miami, Florida 33156
Email: tvcurtis@servicesonsite.com

**Reference:** **ITB26-029 - Construction Printing Services (Agreement)**

**Subject:** **Written Notice of Termination Without Cause**

Dear Timothy Curtis:

The School Board of Broward County, Florida (SBBC), at its March 10, 2026, Regular School Board Meeting, authorized the termination, without cause, of the above-referenced Agreement, that commenced on November 1, 2025 and expires on October 31, 2028 ("Agreement"); and granted the Superintendent of Schools the authority to provide Black's Business Systems d/b/a Services On Site, with a thirty (30) calendar days' written notice of termination without cause of same Agreement.

In accordance with Section 7.55 of the Agreement, this letter hereby serves as the official thirty (30) calendar days' written notice of termination, without cause, of the Agreement. Please be advised that effective April 10, 2026, the Agreement will be officially terminated.

Sincerely,

_____
Dr. Howard Hepburn
Superintendent of Schools

cc: Romaneir D. Johnson, Chief Financial Officer
Sonja V. Coley, Executive Director, Capital Programs
John W. White, Director, Procurement & Logistic Operations
Tyrri R. McCloud, Manager, Strategic Sourcing, Procurement & Logistic Operations

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**
www.BrowardSchools.com

**The School Board of Broward County, Florida**

Debra Hixon, Chair
Sarah Leonardi, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

August 22, 2025

Dear Prospective Bidders,

**SUBJECT: Instructions to Bidders**
**Invitation to Bid: ITB26-029 - Construction Printing Services**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **the Construction Printing Services**. Any questions regarding this ITB should be addressed to me in writing via e-mail to **marleen.padron@browardschools.com**. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 7.47) shall take effect. Any bidder or lobbyist for a bidder **is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, or any other School District employee** after Procurement & Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to ensure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

**EMERGING/SMALL/VETERAN/MINORITY/WOMEN BUSINESS ENTERPRISE (E/S/V/M/WBE) CERTIFICATION AND PARTICIPATION (See Attachment A)**
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC): 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, and the results of the 2023 Disparity Study conducted by Keen Independent Research (KIR). For information on E/S/V/M/WBE Certification, contact The Economic Development and Diversity Compliance Department at 754-321-0770 or visit www.browardschools.com/eddc

- **NON-MANDATORY BIDDERS' CONFERENCE**
  A Bidders' Conference will be held on (**SEE SECTION 2 – CALENDAR**), beginning at Eastern Time (ET), in the Technology and Support Services Center, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.

- **SUBMITTAL REQUIREMENTS**
  Submittal Requirements in Section 1 is a listing of submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**
  The Bid Summary Sheets upon which the Bidder submits its prices should be completed electronically (Excel, if applicable). The Bidder Acknowledgement Section must be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- **PRICING CORRECTIONS**
  SBBC reserves the right not to tabulate any illegible entries, pencil bids, or price corrections that have not been initialed and to reject any bid containing any of these errors.

- **DUE DATE**
  Bids are due electronically (e-bidding through DemandStar) on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on the date due will not be considered.

- **STATEMENT OF "NO BID"**
  If you are **not** submitting a bid in response to this ITB, please complete Section 9, Statement of "No Bid," and return via facsimile to 754-321-0533 or scan and send via e-mail to **marleen.padron@browardschools.com**. Your response to the statement "No" Bid is very important to Procurement & Warehousing Services when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Marleen Padron
Purchasing Agent II

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| | | |
|---|---|---|
| | The School Board of Broward County, Florida<br>**PROCUREMENT & WAREHOUSING SERVICES**<br>7720 West Oakland Park Boulevard, Suite 323<br>Sunrise, Florida 33351-6704<br>754-321-0505 | **INVITATION TO BID (ITB)** |

| | | | |
|---|---|---|---|
| **DUE DATE:** Bids must be submitted electronically via Demandstar **on or before 2:00 p.m. Eastern Time (ET):**<br>**9/5/2025**<br>Check the Addenda for any revised opening dates before submitting your bid. **Bid(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. | ITB NO.:<br>**ITB26-029** | RELEASE DATE:<br>August 22, 2025 | PURCHASING AGENT:<br>Marleen Padron<br>754-321-2515 |
| | BID TITLE:<br>**CONSTRUCTION PRINTING SERVICES** | | |

## SECTION 1 – BIDDER ACKNOWLEDGEMENT

**THIS MUST BE COMPLETED BY ALL BIDDERS.**

**IN ACCORDANCE WITH GENERAL CONDITION 7.2.3, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY, INCLUDING THE HANDWRITTEN OR ELECTRONIC SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT WITH THE BID WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR CONTRACT AWARD UNDER THIS COMPETITIVE SOLICITATION.**

| | |
|---|---|
| Bidder's Name (Company): | **"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to an address other than as stated on the left, please complete the section below.<br>☐ Check this box if the address is the same as stated on the left. |
| "**Doing Business As**" (d/b/a), if applicable: | |
| Address: | Address: |
| City: | City: |
| State: Zip: | State: Zip: |
| Federal Tax Identification Number: | Telephone Number: |
| **E-mail Address to Send Purchase Orders:** | |

I hereby certify that I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and **unconditional** acceptance of the contents of all pages in this Invitation To Bid (ITB) and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of the bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, 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 Bidder 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 3800, Part VIII, as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder 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 bid are true and accurate.

*I agree that this bid cannot be withdrawn within 90 days from the date due.*

_____
***Signature of Authorized Representative (Manual, Handwritten, or Electronic)***

_____
***Name of Authorized Representative (Typed or Printed)***

_____
***Title***

_____
***Email of Authorized Representative***

## SUBMITTAL REQUIREMENTS

In order to ensure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☒ Below have been submitted.

| | | | |
|---|---|---|---|
| ☒ Bidder Acknowledgement<br>Section 1 | ☒ Conflict of Interest Form<br>Section 8, Attachment B | ☒ Certificate of Debarment<br>Section 8, Attachment C | ☐ Manufacturers Authorization<br>Special Condition __ |
| ☐ Bidder's Preference Statement<br>Special Condition __ | ☒ Bid Summary Sheet<br>Section 4 | ☒ EDDC Bidder/Proposer Assurance Statement Doc. 00471 (Attachment A) | ☒ EDDC Statement of Intent to Perform as E/S/V/M/WBE Subcontractor Doc. 00470 (Attachment A) (IF APPLICABLE) |
| ☐ EDDC E/S/V/MWBE Participation Schedule – Doc. 00475 (Attachment A) (IF APPLICABLE) | ☐ Material Safety Data Sheets<br>Special Condition __ | ☐ Bid Bond<br>Special Condition ____ | ☐ Descriptive Literature<br>Special Condition ____ |

**Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No-Bid attached as the last page of this ITB.**

# SECTION 2 – CALENDAR

| | |
|---|---|
| Friday, August 22, 2025 | Release of ITB26-029. |
| Tuesday, August 26, 2025 | Non-Mandatory Bidder's Conference (See Special Condition 3)<br>Procurement & Warehousing Services Department.<br>The meeting will be held at 9:00 AM:<br>7720 West Oakland Park Blvd., Suite 323,<br>Sunrise, Florida 33351-6704<br>Virtual Pre-bidders Conference is also available at:<br>MS Teams<br>Meeting ID: 243 293 502 386 2<br>Passcode: SB76Lx3S<br>Dial in by phone :+1 754-216-1864<br>Phone conference ID: 454 917 937# |
| Thursday, August 28, 2025 | Vendor written questions (See Special Condition 2)<br>due on or before 5:00 p.m. ET via email to:<br>marleen.padron@browardschools.com |
| Friday, September 5, 2025* | *Bids are due electronically (e-bidding through www.demandstar.com) on or before 2:00 p.m. ET.<br>In order to have your proposal considered, it must be electronically submitted and received on or before the date and time due. Proposals received after 2:00 p.m. ET on the date due will not be considered; late bids will not be accepted.<br>NOTE: SBBC is no longer accepting submittal of proposals in hard copy format. All proposals must be submitted electronically via Demandstar.<br>Proposal Opening will be at:<br>7720 West Oakland Park Blvd., Suite 323<br>Sunrise, Florida 33352-6704 |
| TBD | Posting of Recommendation on Demandstar.com |

**NOTE:** If you plan to attend the public meeting or hand-deliver your bid, please arrive 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 appropriate floor.

** These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure that 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 Director of EEO/ADA 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 Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.*

# SECTION 3 – SPECIAL CONDITIONS

1. **INTRODUCTION:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on Construction Printing Services as specified herein. The scope of requirements includes, but is not limited to, copying services of blueprints, bonds, and engineered drawings, as well as for optical character recognition and binding services. Prices quoted shall include inside delivery to various schools, departments, and centers within Broward County, Florida. The Awardee(s) shall receive individual Purchase Orders specifying the name and ship-to address of the various schools, departments, and centers.

   **SUBMIT IN TIME FOR BID OPENING:**

   - E-bidding through Demandstar.com

2. **QUESTIONS FROM BIDDERS:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Marleen Padron**, Purchasing Agent in Procurement & Warehousing Services, via email to marleen.padron@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither the Purchasing Agent nor any employee of SBBC is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 7.8 of this ITB.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

3. **NON-MANDATORY BIDDER'S CONFERENCE:** The Bidders' Conference will take place in accordance with the schedule provided in Section 2 – Calendar. Representatives from all interested companies are encouraged to attend. **PLEASE BRING A COPY OF THIS ITB WITH YOU TO THE MEETING.**

   The purpose of the Bidder's Conference is to allow prospective Bidders to bring forth questions they may have, to allow prospective Bidders to be aware of questions other Bidders may have, and to stimulate discussions that will generate questions in an effort to assist prospective Bidders in preparing the best and most comprehensive bid for submission to SBBC. Questions submitted shall be answered by all Bidders via Addenda. All questions shall be submitted in accordance with Section 2 of this ITB. Any information verbally given by any party at the Bidder's Conference shall not be binding on SBBC. Bidders shall only consider the information provided in the ITB or via Addenda.

   In addition, a representative from the SBBC Supplier Diversity & Outreach Program may be present to address questions regarding E/S/V/M/WBE participation.

4. **TERM:** The award of this bid shall establish a three (3) year Agreement beginning on **11/1/2025** or upon approval by the Board, whichever is later. Bids shall not be considered for a shorter period of time. If only one bid is received, the term of the Agreement may be reduced to one year.

5. **RENEWAL/EXTENSION:** 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. SBBC and Awardee may, by mutual agreement, when exercising the option terms provided herein, extend the Agreement for a term period less than the full one (1) year option term. The Procurement & Warehousing Services Department will, if considering renewing, request a letter of intent to renew from each Awardee before the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board.

   When a subsequent award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any agreement awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.

6. **AWARD:** This bid shall be awarded in its **ENTIRETY** to ALL, responsive and responsible bidder(s), meeting all specifications, terms, and conditions. Unit prices must be stated in the space provided on the Bid Summary Sheet. It is necessary for a Bidder to bid on every item in the bid in order to have their bid considered. SBBC may need to order an individual component within the bid. All items must have an individual cost. Failure to state the individual cost for any item shall result in the disqualification of the entire bid. It is also required that the Bidder carefully considers each item and makes sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications, the entire bid shall be disqualified.

# SECTION 3 – SPECIAL CONDITIONS (continued)

7. **EMERGENCY ORDERS:** Emergency orders are defined as situations where immediate purchases are required to prevent the loss of service to alleviate the possibility of a situation that would adversely and unduly affect the safety, health, or comfort of a building, occupants, or otherwise cause loss to the District. In the event of an emergency, the District may select, at their discretion, a vendor from the Awardees to provide products/services.

8. **DELIVERY/ FREIGHT: (For Bid Item Only)**

    a. Routine: to be delivered within 3 days of Order Receipt.
    b. Emergency: to be delivered within 1 day of Order Receipt.

9. **ACCEPTANCE OF MATERIALS:** The material delivered under this ITB shall remain the property of the Awardee until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein and be fully in accordance with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request to the Awardee and return the product to the Awardee at the Awardee's expense. The Awardee will be responsible for picking up defective/rejected materials. After 30 days of notification to the Awardee, if the materials are not removed, they become the property of SBBC. The Awardee shall be responsible for any disposition charges, where applicable.

10. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the Agreement period for each item and are not a guarantee. Actual quantities ordered throughout the Agreement period may be greater or less than the bid estimates and shall be furnished at the fixed Agreement price. Purchases shall be requested as needed throughout the Agreement period, and as few as one each may be ordered at one time except where minimum orders are specifically stated on the Bid Summary Sheet(s).

11. **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, war, 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. In the event that a vendor does not provide goods or services due to Force Majeure for an agreement awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

12. **INSPECTION OF FACILITIES:** In order to be considered for an award, Bidders shall have adequate local stock to supply the requirements of this ITB at the time of bid opening. Therefore, SBBC reserves the right, prior to recommending this bid for an award, to inspect Bidder's facilities to determine if, in the opinion of SBBC's representative, the Bidder's local stock is adequate to meet the requirements of this bid. Adequacy of local stock shall be a determining factor in an award to assure SBBC of the delivery of items specified within., in the opinion of SBBC's representative, it is determined that local stock is not adequate to meet the requirements of this ITB, based upon an inspection of Bidder's facilities, a recommendation shall be made to reject the bid of the vendor(s) not meeting this requirement.

13. **INVOICES:** Delivery copies, packing slips, and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this Agreement and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Invoices are to be mailed 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 or to the address indicated on the Purchase Order, and emailed to FRDAPHELP@BROWARDSCHOOLS.COM.**

    a. Material release number OR the control number
    b. Purchase Order number
    c. A complete description of the items
    d. Itemized list price
    e. Total dollar amount shall be net

# SECTION 3 – SPECIAL CONDITIONS (continued)

14. **ACH PAYMENTS:** Payments will be made to Awardee(s) by SBBC via ACH (Automated Clearing House) for automatic deposits (credits) after goods or services are provided by the Awardee in accordance with bid requirements. To facilitate payments being directly deposited, the ACH Payment Agreement must be submitted to achrequests@browardschools.com. New vendors can do this as part of the supplier registration process described below. Vendors already registered on SBBC's eProcure Online Supplier Portal can update their information by downloading a copy of the ACH Payment Agreement and submitting the completed form to the Purchasing Help Desk email stated above.

15. **SUPPLIER 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 https://www.browardschools.com/supplierselfregistration. Purchase Orders or payments cannot be issued to the Awardee without an SAP Vendor number, which is issued after completion of the Online Supplier Portal registration process. Training materials are available via our website at https://www.browardschools.com/PWS (if needed).

16. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.

17. **VALUE:** No guarantee as to the dollar amount of this bid is implied or given. SBBC is not obligated to place any orders with any Awardee participating in this bid.

18. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three (3) years of the Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted in writing thirty (30) calendar days before the third-anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice will be returned to the Awardee for correction.
    a. The Director, Procurement & Warehousing Services, may, in the Director's sole discretion on behalf of the SBBC, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require the vendor to provide irrefutable evidence that ALL the following circumstances exist:
        i. The volatility is due to causes wholly beyond the vendor's control and
        ii. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
        iii. The effect on pricing or availability of supply is substantial, and
        iv. The volatility so affects the vendor that continued performance of the Agreement would result in a substantial loss.

    Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing

19. **PRICE REDUCTIONS:** Awarded vendors may offer SBBC, at any time during the period of the Agreement, additional discounts from the prices offered in this ITB and invoice less than the prices offered in their submitted bid. If, from the date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bidding product, the lowest of these reduced prices shall be extended to SBBC.

20. **W-9 FORMS:** All Bidders are requested to complete a W-9 form, which can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf, and submit it with their bid.

# SECTION 4 – SPECIFICATIONS & BID SUMMARY (PRICING)

1. **SPECIFICATIONS:** The scope of requirements includes, but is not limited to copying services of blueprints, bonds, and engineered drawings, as well as for optical character recognition and binding services.

2. **BID SUMMARY (PRICING) SHEET:** Complete the attached Excel spreadsheet "Bid Summary Sheet" electronically. If a correction is needed to the Excel spreadsheet, contact the Purchasing Agent as soon as possible. Do not try to re-create or alter the spreadsheet. No handwritten summary sheets will be accepted. The Excel Spreadsheet contains Two (2) tabs. The Excel spreadsheet indicates the specific cell that will be used for award purposes.

3. The Bid Summary Worksheet must be submitted, in time for bid opening.

4. The following is a list of the tabs contained in the Excel spreadsheet and screenshots:

**TAB 1 - COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the "Company Representative" tab, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, for the purpose of requesting quotes, follow up on delivery, invoicing, or service questions/concerns.

**TAB 2 – PRICING:**

**Bidders must bid on ALL items.**
*Quantities listed are estimates and are not guaranteed.*

**Instructions to Bidder:**
1. Enter pricing information in column H.
2. Formulas will calculate based on pricing entered below.
3. Submit electronic (.xls) on flash drive and printed copy with your bid.
4. Consider the following when pricing items 18 & 19.
a. The average amount of images/impressions per USB Flash Drive is 3,500
b. Project files vary in size, but the average size should be around 2,000 pages

| Item # | Description | Estimated Quantity | Unit of Measure | Price Per Unit of Measure | Total $ Bid Line Item |
|---|---|---|---|---|---|
| 1 | Copying Services - 8-1/2" x 11" | 1,000,000 | Per Copy | | $ - |
| 2 | Copying Services - 8-1/2" x 11". Include 3 - hole punch. | 50,000 | Per Copy | | $ - |
| 3 | Copying Services - 8-1/2" x 14" | 50,000 | Per Copy | | $ - |
| 4 | Copying Services - 8-1/2" x 14". Include 3 - hole punch. | 50,000 | Per Copy | | $ - |
| 5 | Copying Services - 11" x 17" | 50,000 | Per Copy | | $ - |
| 6 | Copying Services - 11" x 17". Include 3 - hole punch. | 50,000 | Per Copy | | $ - |
| 7 | Color Copies Copying Services. 8-1/2" x 11" | 10,000 | Per Copy | | $ - |
| 8 | Color Copies Copying Services. 8-1/2" x 14" | 10,000 | Per Copy | | $ - |
| 9 | Color Copies Copying Services. 11" x 17* | 10,000 | Per Copy | | $ - |
| 10 | Image Documents to USB Flash Drive | 10,000 | Per Document | | $ - |
| 11 | Scan Documents to USB Flash Drive | 10,000 | Per Document | | $ - |
| 12 | Burn/Copy CD to USB Flash Drive | 50 | Per CD | | $ - |
| 13 | Copying Services. Engineering Size Media | 1,000 | Square Feet | | $ - |
| 14 | Bond Copying Services from engineering size prints and digital media | 5,000 | Square Feet | | $ - |
| 15 | Bates Stamping Services for Legal Reproduction of Images or Impressions | 50,000 | Per Stamping | | $ - |
| 16 | Electronic Stamping | 50,000 | Per Stamping | | $ - |
| 17 | Hard Copy Stamping | 50,000 | Per Stamping | | $ - |
| 18 | *Optical Character Recognition (OCR) Formatting Images Transferred to USB Flash Drive (approx 2,000 pages per USB) | 25 | 'er USB Flash Drive | | $ - |
| 19 | *Optical Character Recognition (OCR) Formatting Impressions Transferred to USB Flash Drive (approx 2,000 pages per USB) | 25 | 'er USB Flash Drive | | $ - |
| 20 | Bond Reduction and Copying Services from engineering size prints and digital media | 325,000 | Square Feet | | $ - |
| 21 | Binding Only with Covers. 8-1/2" x 11", 67 lb. cover card stock. Bound with three fitting screw posts per book | 250 | Per Book | | $ - |
| 22 | Binding Only with Covers. 8-1/2" x 11", 67 lb. cover card stock. Spiral and Comb | 50 | Per Book | | $ - |
| | | | | Total | $ - |

## SECTION 4 – SPECIFICATIONS & BID SUMMARY (PRICING) - Continued

**5.** Vendors shall provide black-and-white copying services, including binding with three-hole punch screw posts, spiral, or comb binding, for documents such as project manuals, plans, and individual pages. Vendors are responsible for issuing copies of these materials to contractors and the public at a consistent price. A **24-hour** turnaround is required for all copy requests.

**6.** All pricing must include pickup and delivery of documents to and from the Facilities and Construction Management Division (OFC). Deliveries outside of OFC will be billed to the requesting party. Addenda must be delivered to recipients by the next business day following notification from OFC. Any requests for additional time must be pre-approved by OFC.

**7.** Documents containing original seals must be returned to SBBC after copying. Any erroneous or defective copies must be securely shredded and disposed of by the vendor at no additional cost.

**8.** Copying services must begin within **24 hours** of notification from OFC and proceed without interruption until completion.

**9.** All paper used must be 20-lb., long grain, white or colored bond paper. Card stock covers must be 67-lb., color-coded as follows: blue for elementary schools, yellow for middle schools, red for high schools, green for centers and administrative sites, and white for district-wide projects.

**10.** All copies and bindings must be clear, legible, and of high quality. SBBC reserves the right to inspect and reject any substandard work. Deliveries must be made to designated Facilities and Construction Department locations, as assigned.

**11.** Vendors are fully responsible for all SBBC materials in their possession and must replace any lost or damaged documents at no additional cost to SBBC.

**12.** Vendors must be able to process single-sided, double-sided, bound, unbound, and slip-sheeted documents. Manuals must be printed double-sided with each section beginning on the right-hand page. Vendors must review and organize documents to ensure no pages are missing and all content, including engineering-size prints, is accurately reproduced.

**13.** At least two employees must be available during regular business hours (8:00 a.m. – 5:00 p.m.) to respond to print requests and customer inquiries. In the event of employee separation (e.g., resignation, termination, or extended leave), the vendor must ensure continuity of service by providing a qualified temporary or replacement employee within one business day, so that the requirement of two available staff during regular business hours is continuously met without interruption to SBBC operations.

**14.** Vendors must offer online access for document ordering, payment (via EFT, PayPal, credit/debit card), and the ability to view or download scanned documents.

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# SECTION 5 – MINIMUM INSURANCE REQUIREMENTS

**Insurance Requirements.** The Awardee shall comply with the following insurance requirements throughout the term of this Agreement.

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.

2. **Professional Liability/Errors & Omissions.** Awardee 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.

3. **Workers' 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).

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 the 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 the insured acquires any vehicles throughout the term of this Agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

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. **Verification of Coverage** Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). YOU MUST RECEIVE A NOTICE OF COMPLIANCE.
   i. New vendors will receive an email notification requesting account verification and insurance agent information.
   ii. Existing vendors will receive an email notification of the current status.

6. **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
   i. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
   ii. All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.
   iii. Certificate Holder: **The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301**

7. **Cancellation of Insurance.** Awardee is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if the required insurance is canceled.

8. **Acceptability of Insurance.** The School Board of Broward County, Florida, 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.

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# SECTION 6 – ECONOMIC DEVELOPMENT AND DIVERSITY COMPLIANCE (EDDC)

# SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

**ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC):** 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, and the results of the 2023 Disparity Study conducted by Keen Independent Research (KIR). The provisions of the Policy shall apply to all competitive solicitations for Construction, Architectural & Engineering, Professional Services, Goods and Other Services, and any resulting contract documents, including change orders and amendments. For information on E/S/V/M/WBE Certification, contact The Economic Development and Diversity Compliance Department at 754-321-0770 or visit www.browardschools.com/eddc.

**Nondiscrimination:** Each Proposer/Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the Proposer/Bidder 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 to this Bid, 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/Bidder on this solicitation and terminate any contract awarded based on the response as a condition of submitting a response to SBBC, the Proposer/Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330.

**Industry–Specific Remedial Affirmative Procurement Initiative (API): Goal Setting Committee (GSC) has assigned the following API:**

**In accordance with SBBC Policy No. 3330, and the results of the 2023 Disparity Study conducted by Keen Independent Research the GSC has established, for contracts related to the purchase of "Goods and Other Services, an EDDC Certified Bidder Pricing Preference. A Three percent (3%) price preference is applied *If* Prime is EDDC Certified ESVMWBE.**

**After the application of all other Bidder Preference Laws, Responsive, Responsible, EDDC certified ESVMWBE bidder/ proposer(s), meeting the specified requirements, and whose bids fall within three percent (3%) of the lowest non-EDDC certified bidder, this certified bidder/proposer will receive a price preference incentive.**

**Documentation and Certification:** All bidder/proposer(s) must submit Document 00471 (see Attachment A) at the time of submission. All Prime bidder/proposer(s) committing to subcontracting with an EDDC certified ESVMWBE Firm must also include Doc. 00475 and 00470 along with a copy of the subcontractor/subconsultant(s) EDDC Certificate.

To access the list of current E/S/V/M/WBE certified firms and information on how to become certified, visit https://www.browardschools.com/sdop.

**Reporting Requirements:**

**MANDATORY - Post-Award Monthly Compliance Monitoring/Reporting Requirements:**
Proposals that result in contracts being awarded must fully participate and comply with the EDDC Program Requirements.

If awarded, ALL awardees shall log into the SDOP Management System powered by B2Gnow.
Prime vendors must report all revenue and payment sources generated from the contract, and all payments made to E/S/V/M/WBE subcontractors must be reported by the 10th of every month.

**NOTE**: In addition, any changes to the utilization and/or subcontracting plan, as well as any substitutions, deletions, and/or terminations, must be approved in advance and in writing by the EDDC Department.

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# SECTION 7 – GENERAL CONDITIONS

7.1 **LIABILITY: This General Condition of the ITB is NOT subject to negotiation or exemptions, and any proposal that fails to completely accept these conditions shall 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 up to the limits of Section 768.28, Florida Statutes, 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 Awardee, 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**" (Section 1.0) **must be completed, either manually or digitally signed (in blue ink, preferably), and returned with your submitted proposal in order to be considered for award.** Electronic signatures on bid documents will be accepted pursuant to Section 668.004, Florida Statutes. To be considered, all proposals must be delivered in a sealed envelope (package, box, etc.), clearly marked with the words "Proposal Documents," Invitation to Bid (ITB) number, and the title of the ITB and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Invitation to Bid opening.

7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the ITB and all attachments thereto are received and all Addendum released are received prior to submitting a proposal without regard to how a copy of this ITB was obtained.

It is the responsibility of the Proposer to make sure the original proposal matches the digital copy as requested in the ITB. 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 (package, box, etc.) with the ITB number and name clearly typed or written on the front of the envelope (package, box, etc.). Proposals must be time-stamped in the Procurement & Warehousing Services Department on or before 2:00 p.m. ET on the date due for the proposal to be considered**.** Proposals will be opened at 2:00 p.m. ET on the date due as stated in the ITB or Addendum. Failure to submit such a proposal in a timely manner shall disqualify the Proposer, and such proposal will either be returned to the Proposer or stored and unopened. NO FAXED PROPOSALS SHALL BE ACCEPTED. **The School Board of Broward County, Florida (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**

7.2.3 **EXECUTION OF PROPOSAL:** The proposal must contain an original manual or digital signature (in blue ink) of an authorized representative who can bind the company to the requirements of the ITB in the space provided on the **Required Response Form** (Section 1.0). All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the ITB.

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 an opinion should permit SBBC's reliance on such an 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, along with the proposal, shall result in the proposal being considered "non-responsive" and rejected.

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 & WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due (See Calendar Section 2.0)**. 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 & 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 has been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been filed in a timely manner. (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 ITB. 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 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 ITB. 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, the 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 ITB 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 within thirty (30) days after the award of the ITB. All sample(s) will be disposed of after thirty (30) days after the award of the ITB.

Each individual sample must be labeled with the Proposer's name, ITB Number, and item number. Failure of the Proposer to either deliver the required sample(s) or to clearly identify samples as indicated may be a reason for rejection of the proposal item. Unless otherwise indicated in the ITB, 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.

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 the actual date of delivery is specified (or specified delivery cannot be met), show the number of days required to make delivery after receipt of the Purchase Order in the 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 & Warehousing Services Department as requested in the Conditions of the ITB, Information. If necessary, an Addendum will be issued. (Section 3, Special Condition 2)

7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its 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 ITB at any time prior to the time and date specified for the ITB opening. The Evaluation Committee reserves the right to reject any or all proposals received when there is sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or group of items unless qualified by the Proposer. All awards made as a result of this ITB shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida and must have a 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:** The proposal opening shall be made public on the date and at the time specified in the ITB. Any proposal(s) received after that time shall not be considered for award. (See Required Response Form Section 1.0)

7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results therefrom 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 the** destination unless otherwise provided in the ITB. 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 the product at the 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 free of damage or defect, and properly invoiced. Services will be paid after they have been performed and meet the requirements of the ITB. 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 that 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 Conflict 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:** The 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 5.0 of this ITB. The Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy, including product liability. (Refer to the Special Conditions of the ITB 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. (Section 5.0)

**7.17 LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the ITB Opening Date, the Proposer must have all Licenses, Certifications, and Registrations required when performing the services as described herein in order for a proposal to be considered a responsive and responsible proposal. Licenses, Certifications, and Registrations required for this ITB 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. The proposer must submit a copy of all its current Licenses, Certifications, and Registrations required as described herein, either with its proposal or within five (5) working days of notification.

7.18 **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.

*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 ITB opening shall not relieve the Awardee of its responsibilities under a contract awarded under this ITB.*

7.19 **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 ITB; then
b) Addenda released for this ITB, with the latest Addendum taking precedence; then
c) The ITB; then
d) Awardee's proposal.

7.19.1 **DISPUTES:** In the event of any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.

7.20 **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, patents, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

7.21 **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.

7.22 **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.

*7.23* ***NONDISCRIMINATION:*** 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.

7.24 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this ITB shall be new unless otherwise specified. The items bid must be new, the latest model of the best quality, and the 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, shopworn, demonstrator, prototype, or other types of product(s) of this kind are not acceptable and will be rejected.**

7.25 **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 an ITB 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

7.25 (continued) the School Board occasioned by the 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.

7.26 **CANCELLATION:** In the event any of the provisions of this ITB are violated by the Awardee, the Director of Procurement & Warehousing shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five (5) business days (or as required), a 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 or emailed to FRDAPHELP@BROWARDSCHOOLS.COM. Payment will be made a minimum of thirty (30) calendar 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 to determine 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 desirable that all building materials, pressed boards, and furniture supplied to the school board be 100% formaldehyde-free.** Proposer, by virtue of bidding, certifies by signing the proposal that, if awarded this ITB, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** will be supplied.

7.32 **ASSIGNMENT:** Neither any award of this ITB nor any interest in any award of this ITB may be assigned, transferred, or encumbered by any party without the prior written consent from the Director, Procurement & Warehousing Services. There shall be no partial assignments of this ITB, 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 ITB for the period of time necessary for SBBC to release, award, and implement a replacement ITB for the goods, products, and/or services provided through this ITB. Such extension shall be at the same prices, terms, and conditions as existed 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 (6) 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.

When a subsequent contract award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any contract awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until the new award under protest can be approved by the School Board.

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 ITB must be in the same format as any Purchase Order released as a result of the award of this ITB. **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 incorrect and will be returned to the vendor by the accounts payable department for correction. The address for submitting invoices is included in the Purchase Order.

7.36 **PURCHASE AGREEMENT:** This ITB, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different from those contained in this ITB, 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 from those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, the 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 the Awardee's equipment, and all access privileges must be revoked. The 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 the submission of a bid proposal. **For information on S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or http://www.browardschools.com/Page/58686**.

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 (3) requirements identified above.** This background screening will be conducted by SBBC in advance of the Awardee or its personnel providing any services. The 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 the Awardee and its personnel. The Parties agree that the failure of the 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 an SBBC photo identification badge is requested must be registered on 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. **The applicant enrollment and scheduling website is www.fieldprintbrowardschools.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting, and an FBI background check can be found at the following website:

**https://www.browardschools.com/Page/35284**
Click on the link for Fieldprint Codes and Pricing.

7.39 (continued) Payment options can be made by electronic check (e-check), Visa, MasterCard, or use of an established escrow account code.

**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 (1) year from the 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 ITB or any Addenda subsequently released thereto shall file a notice of intent to protest, in writing, **within 72 hours after the electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten (10) 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 from 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 3800, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3800, Part XII, 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 3800 shall be filed at the office of the Director, Procurement & 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:** ITB Recommendations and Tabulations will be posted on www.demandstar.com **SEE SECTION 2.0 - CALENDAR** and will remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations are changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of ITB 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 ITB tabulation and shall file a formal written protest within ten (10) 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 from 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.**

7.41 **(continued) 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 3800 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3800, Part XII, 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 3800 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 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the Purchase Order number/control number. Failure to provide a packing slip attached to the outside of the shipment will result in the refusal of shipment at the vendor's expense.

7.43 **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.

7.44 **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).

7.45 **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.

7.46 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with ITB conditions and specifications at any time. Items delivered that do not conform to ITB conditions or specifications may be rejected and returned at the vendor's expense. Services not conforming to ITB specifications shall be corrected and performed again to meet the specifications of the ITB at the expense of the Awardee. Goods or services not delivered as per the delivery date in ITB 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 (2) years, any proposal submitted by the vendor will not be considered and will not be recommended for award.
c) All departments are advised not to do business with vendors.

7.47 **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 & Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the 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

7.47 (continued) time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3800, Part VIII, 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.**

7.48 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this ITB by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

749 **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.

7.50 **SEVERABILITY:** In case any one (1) or more of the provisions contained in this ITB shall be for any reason 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 ITB shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

7.51 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement & Warehousing Services for the distribution of all competitive solicitations, including ITBs and RFPs. It is the responsibility of all interested parties to ensure they have received all necessary documents, including the Addenda, and have included all necessary information in 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.

7.52 **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.

7.53 **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 (1) year after resignation or retirement or expiration of their term of office.

7.54 **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.

7.54 (continued) 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 (1) 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 ITB, 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.

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.

Every time a proposal that includes a reference to this Form is submitted, a new Form is required. Any proposal that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Required Response Form.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of the proposal submitted.**

7.55 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days prior written notice that The School Board is terminating the contract award.

7.56 **TIE BID PROCEDURES:** When identical points are received from two (2) or more vendors and all other factors are equal in point value, priority for an 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 School Board of Broward County, Florida, M/WBE certified vendor;
c) The Broward County Certified Minority/Women Business Enterprise vendor;
d) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
e) The Florida Certified Minority/Women Business Enterprise vendor;
f) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
g) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
h) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
i) If the application of the above criteria does not indicate a priority for an award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement & Warehousing Services, and the tie low bid vendors are invited to be present as witnesses.

Included as a part of the ITB 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.

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. Confidentiality of 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,

7.57 (continued) 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, the Awardee agrees to provide the District with a written summary of the procedures the Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with the Awardee.*

7.58 **PUBLIC INSPECTION OF PROPOSALS:** Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this ITB shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until the 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 ITB 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 ITB shall constitute a waiver by the 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 the Proposer's response to the ITB. SBBC will provide for the inspection or copying of 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 ITB 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 initiate such legal proceedings in a timely manner shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials.
By submitting a response to this ITB, 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 the 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 non-disclosure.

7.59 **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, war, 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. In the event that a vendor does not provide goods or services due to Force Majeure for a contract awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

7.60 **GRATUITIES**: Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC, including any School Board Member, Superintendent of Schools, and any Evaluation Committee Members, for the purpose of influencing consideration of their Proposal.

7.61 **PREPARATION AND COST OF PROPOSAL:** The proposer is solely responsible for any and all costs associated with responding to this ITB. SBBC will not reimburse any Proposer for any costs associated with the preparation and submittal of any Proposal or for any travel and per diem costs that are incurred by any Proposer

7.62 **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Awardee(s) shall keep and maintain public records required by SBBC to perform the services required under this contract. Upon request from SBBC's custodian of public records, Awardee(s) shall provide SBBC with a copy of any requested public records or 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. Awardee(s) 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 contract's term and following completion of the contract if Awardee(s) does not transfer the public records to SBBC. Upon completion of the contract, Awardee(s) shall transfer, at no cost, to SBBC all public records in possession of Awardee(s) or keep and maintain public records required by SBBC to perform the services required under the contract. If Awardee(s) transfers all public records to SBBC upon completion of the contract, Awardee(s) shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Awardee(s) keeps and maintains public records upon completion of the contract, the Awardee(s) 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 ITB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE ITB, 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.**

7.63 **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 ITB Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this ITB Agreement to register with and use the E-Verify system to verify the work authorization for all employees subcontractor hires during the course of this ITB 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 will immediately terminate the ITB Agreement. Termination pursuant to this section is not a breach of this ITB Agreement and may not be considered as such.

7.64 **DEFAULT**: The parties (SBBC and Awardee) agree that if either party is in default of its obligations under this ITB, 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 ITB 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 7.55. If the default is not cured by the Awardee, the steps in section 7.46 shall be taken.

**END OF THIS SECTION**

# SECTION 8 – FORMS AND ATTACHMENTS

Please fill out all the attachments below. Some attachments must be notarized.

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

# ATTACHMENT A – ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE (EDDC) FORMS

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)**

**This form is Mandatory and *must* be completed and submitted with bid proposal.**

**Document Number 00471**
**Bidder/Proposer Assurance Statement**

| **SOLICITATION #:** |
|---|
| **SOLICITATION TITLE:** |

**NOTE TO BIDDERS:**
**All Bidders/Proposers must complete Document 00471 at the time of Bid submission (Attachment A)**

**INSTRUCTIONS**: *The Bidder/Proposer Assurance Statement must be submitted with Proposal/Bid submission. The EDDC Department requires documentation to confirm the Bidder/Proposer is a District Certified Emerging, Small, Veteran, Minority or Women Owned Business Enterprise (E/S/V/M/WBE). EDDC's E/S/V/M/WBE Certificate must be submitted with proposal/Bid submission.*

COMPANY NAME: _____

NAME OF BIDDER/PROPOSER _____

1. Is the Bidder/Proposer aware of the Affirmative Procurement Initiative assigned to this solicitation, if applicable? Yes ☐ No ☐
2. **Is** the Bidder/Proposer a EDDC Certified ESVMWBE Firm: Check Mark Appropriate Box: Yes ☐ No ☐
3. **Is** Bidder/Proposer Committing to Participation in Subcontracting with SBBC Certified E/S/V/M/WBE?

   Check Mark Appropriate Box: Yes ☐ No ☐

**If YES to Question #3 Please complete and submit Documents 00470 and 00475 – *Click on the link below to download EDDC Forms:***

**Link to download Forms:**

Document 00470 – **Statement of Intent to Perform as an S/M/WBE Subcontractor**.
**https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00470%20Statement%20of%20Intent%202021.pdf**

Document 00475 – **Small/Minority/Women Business Enterprise Subcontractor Participation Schedule**:
**https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00475%20Participation%20Schedule%202021.pdf**

**Post – Award Monthly Compliance Monitoring/Reporting Requirements.**
***Click the link below to access the Supplier Management System (SMS) to submit Mandatory monthly reports.***
**Document Link: https://browardschools.smwbe.com**

I attest that I have read, understood, and will comply with the EDDC Requirements.

Name/Title: _____

Signature: _____ Date: _____

**Economic Development & Diversity Compliance Department**
7720 West Oakland Park Blvd., Suite 319, Sunrise, FL 33351 ▪ (754) 321-0770 www.BrowardSchools.com/SDOP

## ATTACHMENT A – ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE (EDDC) FORMS (continued)

Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

**Document Number 00470**
**Attachment A**

# STATEMENT OF INTENT TO PERFORM AS AN E/S/V/M/WBE SUBCONTRACTOR

| | |
|---|---|
| **SOLICITATION #:** | |
| **CONTRACT #:** | |

A signed *Statement of Intent to Perform as an Emerging/ Small/Veteran/ Women Business Enterprise (E/S/V/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each *E/S/V/M/WBE* firm listed in the *E/S/M/WBE Subcontractor Participation Schedule*.

**STATEMENT OF INTENT**

The undersigned is certified as an E/S/V/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: ☐ Yes ☐ No

_____ (Name of E/S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):

☐ Individual ☐ Partnership ☐ Corporation

The E/S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.

**DESCRIPTION OF WORK & VALUE**

**Please provide the details and value of the work to be performed:**

| Item No. | Type of Work | Agreed Upon Price | % of Work |
|---|---|---|---|
| 1 | | $ | % |
| 2 | | $ | % |
| 3 | | $ | % |
| | **TOTAL SUBCONTRACTOR PRICE** | **$** | **%** |

**E/S/V/M/WBE SUBCONTRACTOR SIGNATURE**

| | |
|---|---|
| **(Signature) E/S/V/M/WBE Subcontractor** | **Title** |
| **(Print Name) E/S/V/M/WBE Subcontractor** | **Date** |

## ATTACHMENT A – ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE (EDDC) FORMS (continued)

Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

**DOCUMENT NUMBER 00475**
**Attachment A**

### EMERGING/SMALL/VETERAN/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

| SOLICITATION INFORMATION | | | | | |
|---|---|---|---|---|---|
| **Contract #:** | | **Project Start Date:** | | | |
| **Project Name:** | | | | | |
| **Project Location:** | | | | | |
| **Bidder/Proposer:** | | | | | |
| **Address:** | | | | | |
| **Contact Person:** | | **Email Address:** | | **Phone #:** | |

| ORGANIZATION STATUS | | | | | | |
|---|---|---|---|---|---|---|
| **Business Association** | **Business Name** | **Business Address** | **Business Phone #** | **Type of Work to be Performed** | **% of work** | **$ Amount** |
| **Prime Bidder/ Proposer** | | | | | % | $ |
| **Non -E/S/V/M/WBE Subcontractor** | | | | | % | $ |
| **E/S/V/M/WBE Subcontractor** | | | | | % | $ |
| **E/S/V/M/WBE Subcontractor** | | | | | % | $ |
| **E/S/V/M/WBE Subcontractor** | | | | | % | $ |
| **E/S/V/M/WBE Subcontractor** | | | | | % | $ |
| | | | | **TOTAL PARTICIPATION % & DOLLAR AMOUNT:** | 100% | $ |
| | | | | **TOTAL CONTRACT AMOUNT:** | $ | |

### BIDDER/PROPOSER SIGNATURE

The listing of E/S/V/M/WBE(s) shall constitute a representation by the bidder/proposer to the SBBC that the bidder/proposer believes such E/S/V/M/WBE(s) to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified. I certify that all information contained in this form is true and accurate to the best of my knowledge.

| **Bidder/Proposer Signature** | **Name & Title (Print)** | **Date** |
|---|---|---|

# ATTACHMENT B – CONFLICT OF INTEREST

**IT MUST BE COMPLETED BY ALL BIDDERS.**

## DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Bidder must disclose in its Bid the names of any employees who are employed by Bidder and are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

| Name of Bidder's Employee | SBBC Title or Position of Bidder's Employee | SBBC Department/ School of Bidder's Employee |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Bidder and who are also employees of SBBC have been identified above.

_____ _____

Electronic or Handwritten Signature Company Name

## [THIS SPACE IS INTENTIONALLY LEFT BLANK]

# ATTACHMENT C – DEBARMENT

**IT MUST BE COMPLETED BY ALL BIDDERS.**

## CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION OF 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 THE INSTRUCTIONS ON THE 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 any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Electronic or Handwritten Signature(s) Date

## [THIS SPACE IS INTENTIONALLY LEFT BLANK]

# INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT C

1. By signing and submitting this proposal, the prospective lower-tier participant will provide the certification set out below.
2. The certification in this clause is a material representation of the 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 whom 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 whom 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 the 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 are 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 voluntarily 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.

# ATTACHMENT D – DRUG-FREE WORKPLACE

**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 ELECTRONICALLY OR IN HANDWRITING.

I am making a good-faith effort to continue to maintain a drug-free workplace through the implementation of this section.

**Under penalties of perjury, I declare that I have read the foregoing Sworn Statement Pursuant to Section 287.087, Florida Statutes, and that the facts stated in it are true.**

_____

Electronic or Handwritten Signature

# ATTACHMENT E – WORKERS' COMPENSATION AFFIDAVIT

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

## WORKERS' COMPENSATION AFFIDAVIT

---

### CERTIFICATION OF THE NUMBER OF EMPLOYEES

_____ (Bidder 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.

**Under penalties of perjury, I declare that I have read the foregoing Workers' Compensation Affidavit and that the facts stated in it are true.**

Electronic or Handwritten Signature: _____

Print/Type Name: _____

Title: _____

# ATTACHMENT F - AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

**MUST BE COMPLETED BY ALL PROPOSERS**

Respondent Vendor Name:_____

Vendor FEIN::_____

Vendor's Authorized Representative Name and Title:_____

_____

Vendor Address:_____

City:_____ State: _____ ZIP Code: _____

Phone Number:_____

Email Address:_____

**Section 787.06 Florida Statutes** requires all nongovernmental entities executing renewing or extending a contract with a governmental entity to provide an affidavit signed by and officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor on services as defined I that statute. **The School Board of Broward County, Florida** is a governmental entity for purposes of this 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 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 define,
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration documents, 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 1 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 affidavit regarding the use of coercion for labor and services and that the facts stated in it are true.**

Electronic or Handwritten Signature: _____

Print/Type Name: _____

Title: _____

# ATTACHMENT G – DEMANDSTAR REGISTRATION INSTRUCTIONS

To register for free as a vendor in the DemandStar Platform, you must complete the registration form.

1. Navigate to the DemandStar page by going to https://www.demandstar.com/app/registration.
2. On the Get Started! Create your free DemandStar account page, and fill in your E-mail address and your Company Name.
3. Read and accept the Terms of Use and Privacy Policy.
4. Choose your Free Agency: Please type Broward County Public Schools and, select it, and click next.
5. Input your Company Contact Information and click Submit.
6. Input your Contact Information and click Submit.
7. An email will be sent to you to confirm your account.
8. If you need further assistance, please contact DemandStar Support at support@demandstar.com or call (206) 940-0305.

# SECTION 9 – STATEMENT OF "NO BID"

If your company is not submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, before the Bid Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information shall help SBBC prepare for future bids.

Company Name: _____

Contact:_____

Contact's Email: _____

Telephone: _____

| ✓ | **Reasons for "No Bid":** |
|---|---|
| ☐ | Unable to comply with product or service specifications. |
| ☐ | Unable to comply with the scope of work. |
| ☐ | Unable to quote on all items in the group. |
| ☐ | Insufficient time to respond to the Invitation to Bid. |
| ☐ | Unable to hold prices firm through the term of the Agreement 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 ITB**

Status: ADDED ITEM

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | AA. Academics |
| **DEPARTMENT:** | Academics |

| | |
|---|---|
| Agenda Item Number: | AA-1. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**Khan Academy Inc. – Service Order for Efficacy Study (Middle Schools) ADDED**

**REQUESTED ACTION:**

**Approve the Agreement between the School Board of Broward County, Florida (SBBC), and Khan Academy, 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 Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

**EXHIBITS:**

- Executive Summary
- Agreement

**FINANCIAL IMPACT:**

There is no cost to the District for this agreement; the company will provide licenses at no charge, representing an estimated value of $450,000 to the District.

**STRATEGIC PLAN ALIGNMENT:**

**Student Focus Outcomes**

Goal 2: Algebra Proficiency

**OR** **Business Operations**

**BOARD ACTION:**

(For Official School Board Records Only)

**SOURCE OF ADDITIONAL INFORMATION**

| | | | |
|---|---|---|---|
| Name: | Fabian Cone | Phone: | 754-321-2618 |
| Name: | Dr. Angela R. Fulton | Phone: | 754-321-2100 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer

Signature

Dr. Fabian Cone, Chief Academic Officer Jan 21, 2026

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

Approved in Open Board Meeting On: March 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 Agreement with Khan Academy Inc. – Middle School Service Order for Efficacy Study**

**Board Meeting Date:** March 10, 2026

**Requested Action:** Approve the Agreement between the School Board of Broward County, Florida (SBBC), and Khan Academy, Inc.

**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":** SBBC will be able to conduct pedagogical research, efficacy studies, and similar analyses on the impact of student usage of the Khan Academy platform on mathematics learning outcomes at all SBBC middle schools.
**- If the School Board votes "No":** SBBC will not be able to access any research or efficacy studies on the impact of middle school student usage of the Khan Academy platform.

**Background/History**
Through this agreement, Khan Academy is providing SBBC with 45,000 free licenses for all middle school students in the District. These licenses will support an analysis of student achievement by examining the relationship between student use of Khan Academy District Services and mathematics learning outcomes, using de-identified student and teacher data supplied by the District.

**Alignment to 2027 Goals and Guardrails:**
Goal 2- Algebra Proficiency

**Measurable Outcome(s)/Return on Investment:**
Khan Academy will conduct robust analyses and share the findings with the District in a report describing students' usage and how the usage is related to student achievement. This study will leverage data for school years 2025-2026 through 2027-2028 to isolate the effect of within-student changes in Khan usage on changes in state achievement scores over those three years. The findings are expected to be delivered within 6 months following delivery to Khan Academy of the data sets specified in the Agreement for the most recent school year.

**Financial Impact, Funding Source & Budget Status:**
There is a positive financial impact of $450,000 per year for a total of $1,350,000 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

**Procurement Method:** N/A

**Impact on Schools:** Yes

**If there is an impact on schools, how will schools be selected/prioritized:**
All middle schools will receive Khanmigo licenses for every student in a mathematics course.

**Stakeholder Engagement/ End-User Input:** N/A

**If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:** N/A

**Additional Backup:** N/A

# SERVICE ORDER

Khan Academy, Inc.
P.O. Box 1630
Mountain View, CA 94042

## CUSTOMER INFORMATION

**Customer:** The School Board of Broward County, Florida
**Address:** 600 SE 3rd Ave., Fort Lauderdale, FL 33301
**Primary Contact:** Guy Barmoha
**Email:** guy.barmoha@browardschools.com
**Phone:** 754-321-0000
**Billing Contact Name:** Guy Barmoha
**Billing Contact Email:** guy.barmoha@browardschools.com

## KHAN ACADEMY INFORMATION

**Billing Contact:** ar@khanacademy.org
**Primary Contact:** Renee Venegas
**Email:** renee@khanacademy.org

## SERVICE ORDER INFORMATION

**Start Date:** Effective Date of this Order
**End Date:** June 30, 2028
**Billing Frequency:** Annual
**Rostering Service:** Clever

| KHAN ACADEMY DISTRICT SERVICE, INCLUDING KHANMIGO FOR DISTRICTS | | | | |
|---|---|---|---|---|
| **Product** | **Quantity** | **Grades** | **Subjects*** | **Fees**** |
| Khanmigo for Districts - **Student Tutor** | 45,000 students | Grades: 6-8 | Subjects: All | $0 per student |
| Khanmigo for Districts - **Teaching Assistant** | Teachers associated with students that have Khanmigo for Districts - Student Tutor | | | *Included with Khanmigo for Districts - Student Tutor* |
| Khanmigo for Districts - **Administrator** | Administrator account can be allocated to either school or district administrator at the election of Customer | | | *Included with Khanmigo for Districts - Student Tutor* |
| Khan Academy Districts | As identified in Khanmigo for Districts - **Student Tutor** | | | *Included with Khanmigo for Districts* |

| | | | |
|---|---|---|---|
| Professional Learning for Khan Academy Districts with Khanmigo | 28 live-virtual hours | Professional learning sessions will be selected from your customized learning plan. | *Included with Khanmigo for Districts* |
| | | | **Total Contract Fees: $0** |

## TERMS AND CONDITIONS

The scope of services to be provided by Khan Academy, Inc. ("**Khan Academy**") to Customer (each, a "**Party**" and collectively the **"Parties"**) are described in the "Service Order Information" section above. Any references to "**District**" or **"Customer"** shall mean The School Board of Broward County, Florida. These services will be provided pursuant to Khan Academy's Terms of Service for the Khan Academy District service, and any additional addenda attached to the Service Order between Khan Academy and The School Board of Broward County, Florida, approved on January 21, 2026, governing the provision of licenses to Grades 6-8 funded by the University of Florida Board of Trustees, a public body corporate of the State of Florida, on behalf of and for the benefit of the University of Florida ("**funder**"), with the University of Florida Lastinger Center for Learning ("**Lastinger Center**") designated as the funder's administrator (the "**Lastinger Order**"), which all are further incorporated herein by reference. This Service Order ("**Order**"), together with the Terms of Service and any additional addenda attached hereto, and to the Lastinger Order, are referred to as the "**Agreement.**" In the event of conflict between the terms of this Order, the Terms of Service for the District service and any additional addenda, the terms of this Order shall control.

The Khan Academy District service consists of rostering support for schools and teachers, access to Khan Academy District service administrator reports, implementation support and priority technical support for Customer's teachers, together with professional learning and other services licensed under this Order.

Any deletions or other revisions by Customer to this Order (whether handwritten, electronically, or otherwise) will be null and void.

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**Licenses**: Services will be provided to the number of students set forth above, and their associated teachers.

***Subjects**: Subjects are identified in order to provide rostering and implementation support. Upon notice to (and approval by) Khan Academy, Customer may request a change to the indicated subjects.

**Term**: Services are provided for the term commencing on the Start Date, and ending on the End Date of this Order. Under no circumstance shall the term of this Order extend beyond the End Date without a written amendment (or a renewal order) to this Agreement executed by the Parties in writing.

****Fees**: Total fees (excluding those for any additional professional learning) are calculated based on the number of student licenses. Except as agreed between the Parties in writing, each Party will bear its own expenses. Discounts or fee waivers are one-time only and apply only to the Term specified in this Order.

**Khan Academy District Service Fees**: Khan Academy's standard subscription price ($10.00 per student) is waived and included as part of Khanmigo for Districts (with a standard subscription price of $15.00 per student).

**Khanmigo for Districts Fees:** The per-student amount represents a 100% discount from the Khanmigo for Districts Student Tutor standard subscription price ($15.00 per student). This discounted pricing is made available in part by a philanthropic grant to support the Customer's participation in an efficacy study.

**Special Terms:** Customer will be participating in an efficacy study, **("Efficacy Project")** with more information in the addenda "Data Sharing Addendum," attached hereto and incorporated into the Agreement by reference as **Exhibit I**. As a condition of receiving the services, Customer shall execute this Order by no later than March 10, 2026 ("**Deadline**"). For clarity, if this Order is not executed by the Deadline, then this Order is null and void.

**Entities of Foreign Concern**: The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of Khan Academy hereby attests under penalty of perjury as follows: Khan Academy 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 Khan Academy; and the undersigned authorized representative of Khan Academy 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 this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes, as worded or may be amended hereafter.

**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 an agreement with the organization must attest under penalty of perjury that the non-governmental entity does not use coercion for labor or services as defined in that statute. By execution of the Agreement by an authorized representative of Khan Academy, Khan Academy hereby certifies that Khan Academy does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.

## SIGNATURES

The Parties may execute this Agreement in counterparts, each of which is an original, and the counterparts constitute one and the same Agreement. The Parties may also deliver and accept facsimile, electronically scanned or electronic signatures, which bind a Party as if the signature were an original.

By its signature below, each Party confirms its acceptance of the proposal set forth herein. Each person signing this Agreement represents and warrants that such person is duly authorized and has legal capacity to execute and deliver this Agreement for its respective Party. This proposal will become binding upon the signature of both Parties, and shall be effective on the later of (i) the Start Date or (ii) the date of the last signature hereto (the "**Effective Date**").

**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:

V Balkanski Digitally signed by V Balkanski Date: 2026.02.19 10:37:01 -05'00'
_____
Office of the General Counsel

**[ THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR KHAN ACADEMY:**

(Corporate Seal)

KHAN ACADEMY, INC.

Signature: Jason Hovey

Print Name: Jason Hovey

Title: Director School Partnerships

Date: 2/20/2026

Corporate Secretary Signature

-OR-

Chelsea Hatchard (Feb 20, 2026 13:33:34 PST)

Witness Signature

Chelsea Hatchard

Print Name

SEE ATTACHED
CALIFORNIA
ALL-PURPOSE ACKNOWLEDGMENT

Tricia Renee Venegas

Witness Signature

Renee Venegas

Print Name

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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 Marin

On Feb. 20. 2026 before me, Parisa Hadadian, a Notary Public
(Here insert name and title of the officer)

personally appeared Jason Hovey

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.

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 of Notary Public

(Notary Seal)

PARISA HADADIAN
Notary Public - California
Marin County
Commission # 2428827
My Comm. Expires Dec 2, 2026

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date 02/20/26

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they,~~ is ~~are~~ ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

## Exhibit 1
## Data Sharing Addendum

Set forth below is the Data Sharing Addendum ("**DSA**") made between Khan Academy and Customer in connection with the Efficacy Project. The parties agree as follows:

**A.** **Purpose of this DSA**. The Customer and Khan Academy wish to share certain usage data between them for purposes of the Efficacy Project, and wish to document the terms governing the provision and use of such data.

**B.** **Description of Efficacy Project**. The goal of this project is to determine the relationship between Khan Academy District Service usage and mathematics learning outcomes. To answer this question Khan Academy will examine student achievement over time. One confounding factor in such studies is the effect of the teacher on both Khan Academy usage and test scores. In order to account for this factor Khan Academy plans to use de-identified District-provided data about the teachers. Data will be analyzed for middle school students in the district.

**C.** **Data Sharing**. Khan Academy will provide the Customer with certain data set(s) comprising supplemental summarized Student account usage data and analysis as described in "Khan Academy Datasets" attached hereto and incorporated by reference as **Attachment A to Exhibit 1**. The Customer will provide Khan Academy with certain end-user data (in de-identified form only) as described in **Exhibit 2**. Khan Academy shall not reverse engineer or attempt to re-identify any information contained in Exhibit 2. The data set(s) described in Attachment A to Exhibit 1, and Exhibit 2, respectively, are referred to herein as the "**Data Set**" or "**Dataset**".

**D.** **Approved Use**. "**Approved Use**" means uses relating to pedagogical research, efficacy studies and similar analyses, including joint research ("**Research Activities**"), internal reporting needs, and, in the case of Khan Academy, internal uses relating to its research and development needs. Each party will limit access to the Data Sets to personnel working in efficacy research (the Customer's research department and Khan Academy's Efficacy and Research team, respectively). Each Party represents and warrants that it will use the Data Set solely for the approved uses, and not for any other purposes. The Customer will not sell, transfer or otherwise convey, or disclose to third parties, data provided by Khan Academy for Research Activities, or performance data (including research findings) attributable to use of Khan Academy.

**E.** **Research and Program Evaluation**.

1. Customer's Policy 6313 requires primary investigators of program evaluation studies conducted by Khan Academy that impact the daily activities of students, parents, or staff, OR require use of data from the same individuals, to submit a Research Request to the Customer's Institutional Review Board (IRB) for review and approval, prior to the initiation of any study-related activities. The Customer's IRB and Research Review Process reviews the design, procedures, and potential impact on Customer's schools and operations to ensure the following:

(a) The purpose, scope, limitations, and duration of study is clearly outlined;
(b) The protection of human subjects in the research process;
(c) Education records are only used for purposes of the identified study;
(d) Education records are only used by representatives of the organization identified in this agreement; and
(e) The safe and confidential storage and transmittal of education records.

2. The purposes of the studies to be conducted by the Khan Academy are to evaluate the effectiveness of programs in improving student reading and mathematics achievement.

3. The duration of study activities commenced on the date of original agreement execution and must conclude at the end of business on the Service Order End Date as specified above, and must be conducted during the term of this Agreement.

4. Khan Academy shall destroy or return any disclosed information to Customer when no longer needed for the purposes for which the study is to be conducted.

5. Questions regarding this process may be directed to BCPS.IRB@browardschools.com.

**F.** **Findings**. Khan Academy will conduct robust analyses and share the findings with the Customer in a report describing students' usage, and how the usage is related to student achievement. Khan Academy may publish the findings of the study externally in research and industry publications and conferences. Khan Academy will not disclose the name of the Customer in the publication or conference presentation without the Customer's approval. The Findings are expected to be delivered within six (6) months following delivery to Khan Academy of the Data Sets specified in Exhibit 2 for the most recent school year.

**G.** **Publicity**. The Customer will not publicize, or issue or make any other statements (written or otherwise) intended for use in the public or media, concerning (i) the Customer's use of the Data Sets or (ii) performance data (including research findings) attributable to use of Khan Academy, without Khan Academy's prior written approval. Nothing in this DSA constitutes an endorsement by Khan Academy of the Customer, or by the Customer of Khan Academy, or of any research or analysis conducted by either party, and each party agrees not to, directly or indirectly, claim, infer, or imply any endorsement by the other. In any public statements, the parties will describe the scope and nature of their participation accurately and appropriately.

**H.** **NO WARRANTY**. THE DATA SET AND ALL CONFIDENTIAL INFORMATION PROVIDED BY KHAN ACADEMY ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE KHAN ACADEMY DATA SETS INCLUDE DATA MAINTAINED BY KHAN ACADEMY FOR INTERNAL DEVELOPMENT PURPOSES AND APPROXIMATE ANALYSES. KHAN ACADEMY MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, OR PERFORMANCE OF THE DATA SET OR ANY CONFIDENTIAL INFORMATION, OR WITH RESPECT TO NON-INFRINGEMENT OR OTHER VIOLATION OF ANY RIGHTS OF A THIRD PARTY OR OF THE CUSTOMER.

**I.** **LIMITATION OF LIABILITY**. KHAN ACADEMY WILL NOT BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF KHAN ACADEMY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL KHAN ACADEMY'S TOTAL LIABILITY FOR ANY DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR TO THE CUSTOMER'S USE OF THE DATA SET (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE) EXCEED THREE HUNDRED THOUSAND U.S. DOLLARS ($300,000).

**J.** **No License**. As between Khan Academy and the Customer, Khan Academy hereby retains all rights, title, and interest, including all intellectual property rights, in and to the Student Analytics and data provided by Khan Academy for Research Activities. Except as explicitly set forth in this DSA, nothing in this DSA is intended to grant any rights to the Customer under any intellectual property right of Khan Academy (including any right to use Khan Academy's name, trademark, trade name, or logo), nor shall this DSA grant the Customer any rights in or to the Student Analytics except as expressly set forth in this DSA.

**K.** **Term of DSA**. This DSA shall take effect on the Effective Date of the Order and shall be in effect for the duration of the Agreement. This DSA will terminate upon delivery of the Findings to Customer. Notwithstanding anything to the contrary, the restrictions on use and publication will remain shall survive termination of the DSA.

**L.** **Survival**. Upon termination of this DSA, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Section 7(Publicity), Section 8 (No Warranty), Section 9 (Limitation of Liability) and 10 (No License).

**Attachment A to Exhibit 1**
**KHAN ACADEMY DATASETS**

Khan Academy will provide the student usage data described below for each academic school year of the Agreement for each student from the identified schools with a Customer-issued email address.

STUDENT USAGE OF KHAN ACADEMY

**A. Learning Time**

1. Customer-issued email address
2. Course name
3. Total Math learning time
4. Math learning time per course

**B. Course Mastery**

1. Customer-issued email address
2. Course name (e.g., third-grade Math, Algebra I, etc.)
3. Skills leveled up to Proficient
4. Skills worked on

**C. Khanmigo**

1. Customer-issued email address
2. Course name
3. Total time spent on interaction with Khanmigo
4. Time spent on interaction with Khanmigo per course
5. Time spent on interaction with Khanmigo per exercise
6. A measure indicating the depth of interaction with Khanmigo for each student

## Exhibit II
## CUSTOMER DATASETS

Upon receipt of the Attachment A to Exhibit 1 dataset, Customer will use the student email address to link Khan Academy usage data to their demographic and achievement data database to produce the dataset described below. Once the Khan Academy usage dataset is merged with Customer's dataset, Customer shall remove all personally identifiable information, and Customer shall securely provide a copy of the de-identified merged data set to Khan Academy.

**A.** **Purpose**. Khan Academy will use the variables below to analyze the relationship between the State assessment scores and Khan Academy usage with statistical controls (e.g., demographics and year prior achievement) to determine how the use of Khan Academy and Khanmigo relates to student achievement. When the sample size is of sufficient power, Khan Academy will also disaggregate findings by various subgroups, including ethnicity, gender, and English learner status.

**B.** **Types of Education Records to be disclosed.**

1. For each identified student included in the Khan Academy Data Set, Customer will provide **de-identified** education records for each user as follows via password protected Excel spreadsheet:

   (a) Unique study pseudo-ID number generated and maintained by the Customer
   (b) Grade for each school year
   (c) School for each school year
   (d) Math Teacher pseudo-ID for each school year (to control for teacher effects year to year)
   (e) Math Course
   (f) Math Period
   (g) Gender
   (h) Race/Ethnicity
   (i) English Learner Status
   (j) 2025, 2026, 2027, 2028 State Assessment Math Performance Level
   (k) 2025, 2026, 2027, 2028 State Assessment Math Scaled Score
   (l) Each of the Khan Academy usage data elements listed on Attachment A to Exhibit 1

2. All data elements will be shared in de-identified form, presenting each data element for each user without identifying the user by name or Khan Academy email account. Khan Academy will not attempt to re-identify this data.

3. Customer will provide the data within sixty (60) days following its receipt of the Khan Academy Student Dataset at the end of the end of each academic school year, and, in all cases, before the expiration date of the DSA.

**C.** **FERPA Exception to Consent (Studies).**
Khan Academy is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above.

Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age of majority is needed for any types or purposes of disclosures of education records beyond those listed in this section. To the extent Khan Academy's general privacy policies conflict with uses and/or disclosures of education records expressly permitted under this Agreement, this Agreement shall control.

**D. Khan Academy Safeguarding the Confidentiality of Education Records.**

1. Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

   (a) 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 applicable state or federal law or regulation regarding the confidentiality of student information and records; and

   (b) Hold any education records in strict confidence and not use or redisclose same except as authorized 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 are to be shared provides prior written consent for their release; and

   (c) Notify the SBBC Privacy Officer within no more than three (3) business days 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. IT Security. Notwithstanding any provision to the contrary within the Agreement, Khan Academy shall:

   (a) 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 the Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under the Agreement and shall provide said list of employees to SBBC upon request; and

   (b) 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

   (c) Notify the SBBC Director Information Security and Assurance within no more than three (3) business days 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 applicable federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

(d) RESERVED.

(e) Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law to the extent due to Khan Academy's actions or inactions.

(f) SBBC shall notify Khan Academy promptly of any known unauthorized use of (or access to) the Services. SBBC will assist Khan Academy in any efforts by Khan Academy to investigate and respond to any unauthorized access.

3. The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under the Agreement.

Status: REVISED

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | BB. Board Members |
| **DEPARTMENT:** | Board Member - District 5 |

| | |
|---|---|
| Agenda Item Number: | BB-1. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**Development of a Multi Year Staffing Alignment Plan**
**ADDED**

**REQUESTED ACTION:**

**Direct the Superintendent of Schools (Superintendent) to develop and present to The School Board of Broward County, Florida (SBBC) a comprehensive staffing alignment plan that reduces the total number of SBBC employees by at least one thousand (1,000) positions per year for three (3) consecutive years, beginning on July 1, 2026 and continuing thereafter, by aligning staffing levels proportionally with projected student enrollment declines and The School District of Broward County, Florida's (District) current operational needs. Should enrollment increase, staffing levels should be adjusted accordingly. (Holness)**

**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
- Memo to Revise

**FINANCIAL IMPACT:**

The staffing alignment plan will result in cost savings, which will be presented to the School Board as part of the Superintendent's plan.

**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 Feb 19,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 3, 2026

By: _____

School Board Chair

For more information, please contact:

Name: John Sullivan
Title: Chief of Staff & Communication
Phone: 754-321-2626

**EXECUTIVE SUMMARY**

Development of a Multi-Year Staffing Alignment Plan

**Board Meeting Date:** March 10, 2026

**Requested Action:** Direct the Superintendent of Schools (Superintendent) to develop and present to The School Board of Broward County, Florida (SBBC) a comprehensive staffing alignment plan that reduces the total number of SBBC employees by at least one thousand (1,000) positions per year for three (3) consecutive years, beginning on July 1, 2026 and continuing thereafter, by aligning staffing levels proportionally with projected student enrollment declines and The School District of Broward County, Florida's (District) current operational needs. Should enrollment increase, staffing levels should be adjusted accordingly. (Holness)

**School Board Policy Requirement/Authority:** NA

**Statutory Requirement/Authority:** N/A

**District-zone Impact:** District-wide

**Impact of the School Board's Vote:**
**- If the School Board votes "Yes":**
The Superintendent will develop and present to SBBC a comprehensive staffing alignment plan no later than the May 12, 2026, Board Workshop. The Superintendent shall place the comprehensive staffing alignment plan on the agenda for SBBC's consideration at a subsequent meeting occurring no later than June 30, 2026.

**- If the School Board votes "No":**
The Superintendent will not be directed to develop and present a comprehensive staffing alignment plan, and District staffing levels will continue under current practices.

**Background/History**
Over the past several years, the District has experienced a sustained decline in student enrollment, a trend that enrollment projections indicate will continue.

Despite this decline, District staffing levels and operational structures have not been proportionally adjusted.

At the same time, the District faces increasing financial pressures driven by rising personnel costs, inflationary impacts on goods and services, and enrollment-based funding constraints. These factors underscore the need for a comprehensive, multi-year strategy to align staffing levels with projected enrollment and current operational needs.

This item initiates a structured planning process to right-size the District's workforce in a fiscally responsible manner while maintaining the District's commitment to educational quality and long-term sustainability.

**Alignment to 2027 Goals and Guardrails:** Guardrail 4, Accountability

**Measurable Outcome(s)/Return on Investment:** The staffing alignment plan will reduce District staffing by at least one thousand (1,000) SBBC employee positions annually for three (3) consecutive years, improving fiscal sustainability and operational efficiency through alignment with projected enrollment declines while maintaining essential services.

**Financial Impact, Funding Source & Budget Status:**
The staffing alignment plan will result in cost savings, which will be presented to SBBC as part of the Superintendent's plan.

| 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 |

**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

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

March 9, 2026

TO: School Board Members

FROM: John J. Sullivan
Chief of Staff & Communications

VIA: Dr. Howard Hepburn
Superintendent of Schools

SUBJECT: **REQUEST TO REVISE BB-1, DEVELOPMENT OF A MULTI YEAR STAFFING ALIGNMENT PLAN, FOR THE MARCH 10, 2026, REGULAR SCHOOL BOARD MEETING**

Attached is a revision for BB-1, Development of a Multi Year Staffing Alignment Plan, for the March 10, 2026, Regular School Board Meeting.

The Office of the Chief of Staff & Communications received a request from District 8 (At Large) Board Member, Dr. Allen Zeman, to co-sponsor this agenda item.

HH/JJS:ng

Status: SPECIAL ORDER

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | DD. Chief Auditor |
| **DEPARTMENT:** | Auditing |

| | |
|---|---|
| Agenda Item Number: | DD-1. |
| Consent or Open Item: | Open |
| Special Order: | YES |
| Time for Special Order: | 11:00 A.M. |

**TITLE:**

**Anthony Brunson P.A. - Audit Report on Purchase Card Program Review**
**SPECIAL ORDER - 11:00 A.M.**

**REQUESTED ACTION:**

**Receive Anthony Brunson P.A. Audit Report - Purchase Card Program Review. 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 Executive Summary.

**EXHIBITS:**

| |
|---|
| Executive Summary |
| ABPA PCard Prog Review Rpt |
| Minutes Excerpt 01-29-26 |
| DD-1 Response |
| |
| |
| |

**FINANCIAL IMPACT:**

There is no financial impact to the District

**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: | Dave Rhodes | Phone: | 754-321-2400 |
| Name: | Mark Magli | Phone: | 754-321-2400 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Senior Leader & Title

David G. Rhodes, Chief Auditor

Signature

David G. Rhodes, Chief Auditor

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dave Rhodes
Title: Chief Auditor
Phone: 754-321-2400

**EXECUTIVE SUMMARY**

Purchase Card (P-Card) Program Review

**Board Meeting Date**: March 10, 2026

**Requested Action:** Receive the Anthony Brunson P.A. Audit Report on the Purchase Card Program Review.

**School Board Policy Requirement/Authority:** Policy 1700 Office of the Chief Auditor

**Statutory Requirement/Authority**: 1001.42(12)(l) F.S.

**District-zone Impact:** District-wide

**Impact of the School Board's Vote:**
**- If the School Board votes "Yes":** The Board would formally receive the audit report on the Purchase Card Program Review in accordance with applicable laws, rules, and policies.
**-If the School Board votes "No"**: The Board would not formally receive the audit report as required by Florida Statue, which could result in noncompliance with statutory oversight requirements.

**Background/History**
In accordance with the Audit Plan for the 2025-2026 fiscal year, the Office of the Chief Auditor (OCA) engaged the firm Anthony Brunson P.A. to conduct a Purchase Card (P-Card) Program review. The audit reviewed P-Card program controls, reconciliation, deactivation processes, emergency purchases, spending controls, and documentation. During July 1, 2024 – June 30, 2025, 723 active P-Cards were issued to 387 employees with total spending of $31.2 million.

Three Low-risk observations were noted:
1. P-Card Governance & Custodianship
2. P-Card Training Compliance
3. Untimely Reconciliation Submissions

Management responses indicate corrective measures underway, including card consolidation, strengthened verification of training, and enhanced reconciliation monitoring.

The Audit Committee reviewed this report on January 29,2026 and approved transmitting it to the School Board.

**Alignment to 2027 Goals and Guardrails:** This item Aligns with Guardrail 4: Accountability, which includes expectations, evaluation, transparency, and continuous improvement.

**Measurable Outcome(s)/Return on Investment:** Promote compliance with regulatory requirements and School Board policies and procedures.

**Financial Impact, Funding Source & Budget Status:** The source of funds to perform this audit is the general fund budget allocated to the OCA for awarded contract RFP25-001 Professional Auditing Services. The total cost for this audit was $67,000.

| ACTION | DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT | TERM (months) |
|---|---|---|---|---|---|
| Original spending authority request | 11/13/24 | Yes | General Fund – OCA | $1,755,000 | 32 |
| First Amendment / Renewal – additional spending authority | TBD | No | General Fund – OCA | $ 585,000 | 12 |
| Second Amendment / Renewal – additional spending authority | TBD | No | General Fund – OCA | $ 585,000 | 12 |
| Additional Spending Authority | N/A | N/A | N/A | N/A | N/A |
| **Total Agreement Amount** | — | — | — | **$2,925,000** | **56** |

**Multi-year agreement:** Yes

**Procurement Method:** The audit agreement was conducted in accordance with School Board procurement policies for professional services. Anthony Brunson P.A. was selected as an external audit firm through a competitive solicitation process approved under the district's procurement guidelines.

**Impact on Schools:** The audit findings and recommendations may impact schools that serve students through the P-Card Program by improving consistency in service delivery, communication, and program oversight.

**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

**SCHOOL BOARD OF**
**BROWARD COUNTY, FLORIDA**

# PURCHASE CARD PROGRAM REVIEW

**January 16, 2026**

The School Board of
Broward County, Florida
300 SE Third Avenue
Fort Lauderdale, FL 33301

Pursuant to our executed Statement of Work dated September 2, 2025, with the School Board of Broward County, Florida (the District), we are pleased to present our report on the review of the Purchase Card Program. The report is organized into the following sections:

- **Executive Summary:** A high-level overview and summary of key observations from our review.
- **Background:** An overview of the Purchase Card Program and relevant context.
- **Objectives and Approach:** A description of the review objectives and a summary of the phases of our approach.
- **Observations:** Detailed findings and recommended actions, along with management responses, responsible parties, and estimated completion dates.

In performing these services, we did not assume any management responsibilities, make management decisions, or act in a capacity equivalent to an employee of the District.

We thank the District staff and all individuals who assisted us throughout this review.

Respectfully,
**ANTHONY BRUNSON P.A.**

Jean Borno, Principal

# EXECUTIVE SUMMARY

## Background

Broward County Public School (BCPS) District (the District"), an A rated school District, is the sixth largest school system in the country, with over 30,000 full-time and part-time employees. The District's Procurement & Logistics Operations (P&L Ops) department is responsible for processing all Purchase Card (P-Card) requests, for eligible employees, throughout the District, in accordance with the District's Purchasing Card Program policy. The P&L Ops department is also responsible for assisting with the resolution of transaction disputes, lost, stolen cards, or compromised, and deactivation of P-Cards for those employees who are no longer eligible. The P&L Ops department also has specific responsibilities for oversight of monthly P-Card holder reconciliations.

The BCPS P-Card program is designed to establish an efficient, cost-effective method of purchasing goods and services, based on an allowable school district need in accordance with the District Policy 3810 and the P-Card Manual. The program allows approved P-Card cardholders to purchase approved commodities and services directly from vendors. However, P-Cards issued to eligible employees should not be used to circumvent general purchasing procedures established by state law, Florida Board of Education rules, and BCPS purchasing program policies and procedures. The objective of the P-Card program is to enhance efficiency within the Procurement process by:

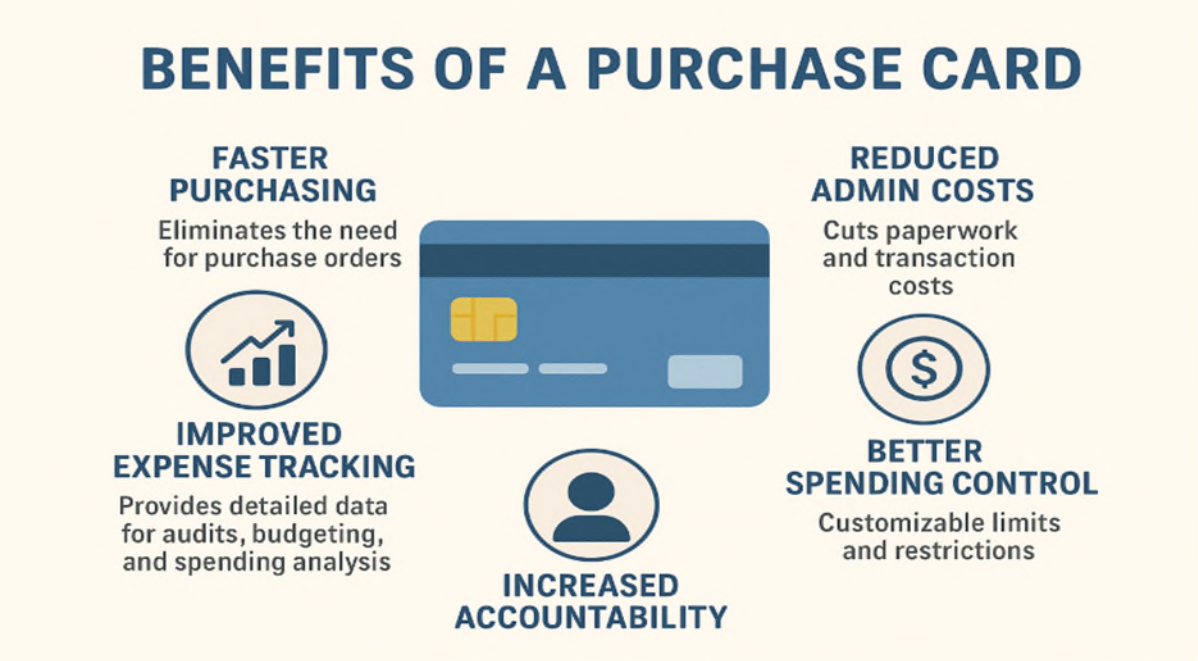
- Providing a convenient, secure, and flexible method of purchasing.
- Reducing transaction cost and minimizing the use of petty cash.
- Creating cost saving opportunities in the procure-to-pay process by reducing the volume of purchase orders, invoices, and checks.
- Streamlining expense tracking and enhancing the ability for expense analysis.

The District utilizes declining balance P-Cards, and each card is allocated a specific amount of funds, based on the budget established by the requesting department and school-based management. Once funds have been exhausted, additional funds may be allocated (once submitted and approved), as deemed appropriate. Declining balance P-Cards are minimal risk and offer more control than the standard P-Cards by preventing overspending. The District has put in place the following P-Card spending controls in accordance with policy and manual:

- Budget Transfers are required.
- Spending limits are established on the P-Card application and must be approved by the department director or school principal prior to issuance. Declining Balance Amounts are available in approved increment, with a standard limit of up to $10,000 and a Single Transaction Limit of $4,999. Exceptions may be granted based on documented business need and job function. A P-Card's credit limit must not exceed the purchasing authority of the P-Card Approver per School Board Policy 3810.
- Schools with $0 balances that want to continue usage will need to request a budget transfer from the Budget Office.
- When the fiscal year ends, all available funds for declining cards will be deleted and suspended until new budgets are approved and the new fiscal year application and training are completed.

The District's Business Support Center (BSC) facilitates purchases, from budgeted funds, by formal requests made through a FileMaker system. This process creates an approval workflow where a designee from the requesting school creates a request for a purchase. The workflow requires approval from the school principal and the BSC, prior to making the purchase.

On the other hand, purchases made by the BSC, from Internal funds, require the use and completion of a P-Card Receipt form. The P-Card Receipts form requires review and approval, prior to the BSC making the purchase on behalf of the requesting school. The form requires documented pre-approval from the school principal, the BSC individual responsible for coordinating the purchase (i.e., obtaining quotes from the vendor), and the BSC designee responsible for making the payment. All purchases made by the BSC are reconciled and approved monthly by the P-Card cardholder and the Director of the BSC. Other P-Card purchases made outside the BSC, from budgeted funds, does not require a formal approval process, however, all purchases do require department Director pre-approval, prior to making a purchase.




All P-Card cardholders are required to complete and submit, annually, an approved P-Card cardholder application, as well as complete annual P-Card cardholder training. The P-Card program is serviced by Bank of America (BOA), with purchases made with both VISA and MasterCard (MC). VISA cards are issued for purchases associated with a District budgeted line item, while MC are issued for purchases made from Internal Funds.

The P&L Ops department is led by the Executive Director of Procurement, and day-to-day oversight of P-Card related activities are facilitated by the Procurement Director and the Procurement Manager. Day-to-day processing, reconciling, and other P-Card related activities are conducted by the Purchasing Agent Specialist and the Purchasing Card Coordinator.

For the period July 1, 2024, through June 30, 2025, there were 723 active P-Cards issued to 387 BCPS employees, with the number of P-Cards, per cardholder, ranging from 1-54. Payments made to BOA for purchase activities for the period were approximately $31,208,071 of which $29,827,777 (96%) were made from budgeted funds, and the remaining $1,380,294 (4%) made from Internal Funds. Refer to **Figure 1** for a breakdown of payments made to BOA, by month, for purchases made from budgeted funds, and **Figure 2**, for payments made for purchases made from Internal Funds.

**Figure 1**
Budgeted Funds P-Card Purchase Payment Activity (by month)

| Month | Amount |
|---|---|
| July 2024 | $2,453,338 |
| August 2024 | 2,096,624 |
| September 2024 | 2,285,595 |
| October 2024 | 2,286,352 |
| November 2024 | 2,608,406 |
| December 2024 | 2,466,796 |
| January 2025 | 2,253,377 |
| February 2025 | 2,426,807 |
| March 2025 | 2,681,770 |
| April 2025 | 2,583,177 |
| May 2025 | 2,984,253 |
| June 2025 | 2,701,282 |
| **Total** | **$29,827,777** |

**Figure 2**
Internal Funds P-Card Purchase Payment Activity (by month)

| Month | Amount |
|---|---|
| July 2024 | $22,697 |
| August 2024 | 60,339 |
| September 2024 | 33,980 |
| October 2024 | 42,919 |
| November 2024 | 76,033 |
| December 2024 | 130,280 |
| January 2025 | 89,777 |
| February 2025 | 118,431 |
| March 2025 | 163,191 |
| April 2025 | 220,846 |
| May 2025 | 172,998 |
| June 2025 | 248,803 |
| **Total** | **$1,380,294** |

## Overall Highlights

Audits of school districts ensure financial accountability, promote transparency, and identify opportunities for improvement in operations and resource management. Audits also assist the school boards fulfill their oversight responsibilities and demonstrate good stewardship of public funds. The observations detailed in the pages that follow represent only the instances where exceptions were noted, but do not detail the instances where testing resulted in no reportable observations. For each observation, we discuss the relevant risk(s), which may include financial, operational, and compliance, as well as public perception of these risks.

## Objectives and Scope

The objective of this review is to evaluate the design and operating effectiveness of internal controls surrounding the Purchase Card Program process and to determine whether those controls are in place and operating as management intended. This review included review of applicable regulatory requirements, District policies and procedures, and the Districts adherence to them; walkthroughs of the subprocesses (eligibility for P-Card Issuance, P-Card reconciliation, P-Card deactivation, emergency purchases, and P-Card purchase activity) within the Purchase Card program process; review and evaluation of spending controls and spending limits; safeguards and access controls over P-Card, evaluation of the sufficiency and adequacy of documentation to support the Purchase Card program process; and review and evaluation of controls surrounding appropriate segregation of duties within the Purchase Card program process.

We conducted fieldwork testing by utilizing various audit techniques, including haphazard sampling, interviewing P&L Ops, Human Resources (HR), and Business Support Center (BSC) personnel, process walkthroughs, review of policies and procedures and other documents governing the process, transaction source documents, and analyzing data. Procedures included, but were not limited to, the following:

- Interviews and walkthroughs with key personnel to gain an understanding of the District's operating policies and procedures, P-Card program process and subprocesses;
- Assessment of internal controls surrounding eligibility for P-Card Issuance, P-Card reconciliation, deactivation, emergency purchases, and P-Card purchase activities;
- Review controls to evaluate the adequacy and effectiveness of P-Card spending controls, limits, and restrictions;
- Evaluation of appropriate segregation of duties surrounding the P-Card program process and subprocesses;
- Evaluation of safeguards and access controls surrounding the storing of P-Cards;
- Assess controls surrounding the monitoring, oversight, and tracking of P-Card usage;
- Testing of source documentation to substantiate the occurrence and appropriateness of P-Card purchases, and compliance with the requirements of the P-Card process and subprocesses.

Our scope period covered the controls and compliances in place between July 1, 2024, through June 30, 2025.

## Observation Summary

Observations are findings or issues that constitute internal control weaknesses that merit the attention of management. Below is a summary listing of the observations that were identified during this review. Details of the observation are included in the observation matrix section of the report.

| *Observations* | *Rating* |
|---|---|
| **P-Card Governance and Card Custodianship** | **Low** |
| **P-Card Training** | **Low** |
| **Untimely Review and Submission of Reconciliations** | **Low** |

Presented below are definitions of the observation risk rating utilized to rank each reportable observation.

| *Observation Risk Rating Definitions* | |
|---|---|
| **Low** | Observation presents minimal risk (Key controls are in place, however, operations could be enhanced. Indicates an internal control environment and business improvement opportunity.) |
| **Moderate** | Observation presents moderate risk (Key controls are partially in place and somewhat operating effectively. Indicates an internal control environment and/or business concern which requires action in the near term.) |
| **High** | Observation presents considerable risk (Key controls are not in place and/or not operating effectively. Indicates a serious weakness/deficiency in the business and internal control environment requiring immediate action.) |

# BACKGROUND

## Eligibility For P-Card Issuance

The process of issuing a P-Card is based on the needs of the user department. To be eligible for a P-Card, an employee must complete and submit a P-Card cardholder application to P&L Ops department. Only permanent employees are eligible for P-Cards. Information required to be included on the P-Card cardholder application includes, but not limited to the cardholder's name, personnel number, position, account information (fund, business area, cost center, general ledger account, and functional area account number). Prior to submission, P-Card cardholder applications require both the cardholder's signature and supervisory approval from the principal, director, or department head. Once all the above information and approvals have been obtained, the P-Card holder can move forward by submitting the application to the Purchasing Agent Specialist.

Once P-Card cardholder application is received, a Purchasing Agent Specialist reviews for completeness of all the above-mentioned elements. If the application is incomplete and/or missing key information (i.e., supervisor's approval), the application will be sent back to the requestor. Once the Purchasing Agent Specialist is satisfied with the completeness of the application, the cardholder is notified to access the LAB (Learning Across Broward) system to complete the P-Card cardholder training. The process of completing a P-Card cardholder application and the P-Card cardholder training is required to be completed annually. P-Cards are ordered through the BOA secure business portal, and mailed directly to the Purchasing Agent Specialist, located at the BCPS Business Support Center. P-Cards arrive with zero balance and are funded by the requesting department once the P-Card cardholder gains custody of the card.

## P-Card Monthly Reconciliation

P-Card cardholders are required to perform monthly reconciliation(s) of their P-Card activities. Reconciliation must include supporting documentation in the form of detailed invoices or receipts. As a tax-exempt organization, all purchases must be made tax free, of which the invoice or receipt should support this status. All P-Card reconciliations require supervisory review and approval and should be submitted to the Purchasing Agent Specialist or the Purchasing Card Coordinator by the 15$^{th}$ of each month. Purchasing Agent Specialist or the Purchasing Card Coordinator perform an additional level of review of each reconciliation and assist the P-Card cardholder with any transaction disputes that may occur.

## P-Card Deactivation

P-Cards are deactivated when there is no longer a business need for the employee to have access to one, the card was lost/stolen or otherwise compromised. The P&L Ops department has established a Purchasing Card Notification of Personnel Change form for personnel who will no longer require access to a P-Card due to retirement, termination, employee transfer to a role that does not have a business need for a P-Card, misuse, or fraud. All fields of the form should be completed, along with supervisory approval, and submitted to the designated P-Card email address, where the Purchasing Agent Specialist or the Purchasing Card Coordinator will proceed with deactivation directly through BOA and updated to the SAP ERP system to reflect the change.

## Emergency Purchases

P-Card purchases that meet the criteria of an emergency purchase in accordance with the Purchase Card Program Policy No. 3810 require written supervisory communication directly to the Purchasing Agent Specialist or the Purchasing Card Coordinator.

## P-Card Purchase Activities

P-Card purchases generally do not require pre-approval prior to being made, except for purchases processed by the BSC on behalf of a school for internal fund transactions. In those cases, the requesting school must provide documented pre-approval before the BSC can process the purchase. However, all P-Card transactions must be reviewed and approved by the school principal or department director/head during the monthly reconciliation process. All purchases should be made tax-free, and P-Card cardholders must inform vendors of the District's tax-exempt status before processing any transaction. P-Cards are only to be used for allowable purchases in accordance with District policies and procedures. Below are examples of allowable purchases that may be made with a P-Card. Please note that this list is not all-inclusive.

- Consumable supplies from any BCPS awarded contract where the vendor accepts P-Cards
- Subscriptions, books (classroom library and reference books), printed library cards
- Printed materials, stamps, instructional videos and film strips, discs or tape recordings
- Office supplies, classroom supplies, athletic supplies, film processing
- Gasoline, technology accessories (covers, ink, USB port, small chargers, batteries)
- Supermarket food for students and classes (i.e., Publix, Costco. Sam's Club from aftercare and Internal Funds P-Cards only)
- Internal Funds (only for schools in the Business Support Center)
- Training, event registration, and travel

All receipts for purchases made must be maintained and provided to the cardholders' immediate supervisor as part of the monthly P-Card reconciliation process.

## Roles and Responsibilities

As of January 2026, the District's P&L Ops department consisted of 30 FTEs (Full Time Employees), and seven positions that are currently vacant. Key roles/positions within the vendor management process include the following:

- **Executive Director, Operations** – The Executive Director, Operations is responsible for the coordinating and implementation of practices and strategies to improve customer service, increase vendor participation in District solicitation, especially small local businesses, enhance authorization and data gathering for all access supervised, and use data to drive change.
- **Director** – The Director of P&L Ops is responsible, but not limited to, for the supervision of staff as assigned in the performance of job duties, coordinating and updating effectiveness of procedures for requisitioning, issuing purchase orders, receiving and issuing, supervising Procurement and Supply Management personnel and working with committees and department heads in formulating and upgrading specifications and evaluating bids, merchandise, quality verification, and warehousing and processing of all invoices for payment.
- **Manager** – The Manager is responsible, but not limited to, for supervising staff as assigned in the performance of job duties, demonstrating expertise with respect to all procurement concepts, policies, and procedures that meet state, local and the Department of Education requirements and assisting the Director, Procurement & Warehousing Services, in developing overall department strategies by incorporating industry best practices and utilizing performance metrics; recommend and develop policy provisions to improve department functions.
- **Purchasing Agent Specialist and Purchasing Card Coordinator** – The Purchasing Agent Specialist and the Purchasing Card Coordinator are responsible for, but not limited to, processing P-Card Cardholder applications, ensuring completion and tracking of mandatory P-Card training, ordering of P-Cards through the BOA Business Portal, review of monthly P-Card reconciliations, and assisting with P-Card transaction disputes. These two positions conduct day-to-day tasks and serve as the primary coordinators of the P-Card program.

## Key District Regulatory Requirements

The District is required to adhere to and comply with a variety of Federal, State, and local school board regulations which govern the Procurement process. This regulatory environment includes, but is not limited to, the following:

### Federal Regulations

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

### State of Florida Regulations

- FS 286.11 – Public Meetings & Records; Public Inspection
- FS 287.084 – Preference to Florida Businesses
- FS 287.057 – Procurement of Commodities and Contractual Services
- FS 287.133 – Public Entity Crime
- FS 1010.04 – Purchasing
- Florida Administrative Code 6A 1.012

### Broward County Public Schools Procurement Policies and Procedures

- Purchasing Policy: Policy 3800
- Purchasing Card Program: Policy 3810
- Purchasing Card Manual

# OBJECTIVES AND APPROACH

## Objectives

The objective of this review was to evaluate the design and operating effectiveness of the internal controls surrounding the Purchase Card Program process. This included the review of district policies and procedures, and the District's adherence to those policies and procedures; evaluation of the controls surrounding the Purchase Card Program process, as it relates to eligibility for P-Card Issuance, P-Card reconciliation, P-Card deactivation, emergency purchases, P-Card purchase activity; review and evaluation of spending controls and spending limits; an evaluation of the sufficiency and adequacy of documentation and records to support the Purchase Card Program process; and review of safeguards and access controls over P-Cards. The scope period for our review was July 1, 2024, through June 30, 2025.

## Approach

Our approach consisted of the following phases:

**Planning**: Understanding and Documentation of the Purchase Card Program Environment

This phase consisted of reviewing the policies and procedures that govern the procurement process as it relates to P-Cards, inquiries of management and other procurement personnel, and walkthroughs to gain an understanding of the process from end to end, and to assess the design effectiveness of the internal control structure of the process. The following was performed during the Planning phase of this review:

- Obtained and reviewed key documentation, including District policies and procedures and department standard operating procedures related to the function, as well as other documents as deemed necessary.
- Performed interviews and walkthrough procedures with key P&L Ops, HR, and BSC personnel to gain an understanding of the process from end to end, and roles and responsibilities of those involved in the process.
- Gained an understanding of procedures as they related to the processes within our scope.
- Developed a work plan for the evaluation of the design and operating effectiveness on internal controls, based on information gathered during our interviews, walkthroughs, and review of key source documentation.

**Fieldwork**: Evaluation of the Design and Operating Effectiveness of Sub-processes, Control Structure, and Compliance with Policies and Procedures.

The purpose of this phase is to gather evidence to assess the design and operating effectiveness of internal controls and compliance over the P-Card program process, based on our understanding obtained during the planning phase. We utilized sampling and other audit techniques to substantiate our review objectives, as stated above. Our testing procedures included, but were not limited to the following:

- Evaluating the design and internal control structure, including adherence to policies and procedures.

- Verified the adequacy of internal controls in place to prevent and detect inappropriate and/or fraudulent P-Card usage.
- Evaluated safeguards and user access controls by observing controls in place surrounding the storing of P-Cards once ordered and received by responsible Procurement personnel. In addition, observing the day-to-day storing of P-Cards for cardholders with access to multiple P-Cards.
- For a sample of 40 P-Card Cardholder applications, verified appropriate supervisory approval, verified that cardholder completed relevant P-Card training, verified appropriate spending limits, and verified appropriate segregation of duties surrounding personnel requesting a P-Card and personnel processing and approving P-Card applications.
- For a sample of 40 P-Card monthly reconciliations, verified that P-Card cardholder reconciled all purchases made during the month, verified the accuracy and completeness of the reconciliation, verified that reconciliation obtained supervisory approval, and verified that reconciliation was submitted within a timely manner to Procurement to perform additional levels to review.
- For a sample of 60 P-Card transactions, we verified that all purchases were allowable and supported by appropriate documentation (such as receipts or invoices), confirmed that none exceeded the cardholder's single transaction limit, and ensured each transaction was reviewed and approved by the cardholder's supervisor. One transaction included sales tax; however, the tax was reversed in the following month's bank statement. This was not deemed to be a finding.
- For a sample of 15 P-Cards that were deactivated, verify that cards were deactivated within 5 business days of notification receipt from the card holder's approver.
- For all emergency purchases made with a P-Card, we validated that purchases were made in accordance with the Purchase Program policy, and verified appropriate approvals were obtained.
- Reviewed and evaluated supporting documentation against information gathered from our walkthrough of the P-Card Program process.

**Reporting**: Communicate Audit Observations

The purpose of this phase is to communicate audit observations to relevant stakeholders, including management and the audit committee. At the conclusion of the audit, we discussed all reportable observations with P&L Ops management. We also provided our recommendations with each reportable observation, of which management has provided their management responses.

# OBSERVATIONS

## P-Card Governance and Card Custodial Access

**Rating: Low**

Purchasing card programs should be designed to balance operational efficiency with effective governance by assigning cards in a manner that supports appropriate oversight, continuity of operations, and long-term sustainability. When operational needs require high volume P-Card custodianship, best practice calls for clear policy guidance, documented justification, appropriate approvals, and periodic independent reviews to ensure a system of effective internal controls, and transparency.

During the interview, walkthrough and review of the P-Card process, we noted that one individual has custodial access to 54 declining balance P-Cards. We performed a walkthrough of the process with this individual and observed that strong compensating controls are in place, including restricted card functionality, predefined spending limits, multiple levels of independent transaction reviews, and established monthly reconciliation procedures and reviews.

We want to emphasize that no inappropriate transactions were identified during our testing procedures. While assigning a large number of P-Cards to a single individual represents an elevated inherent risk, effective compensating controls, such as documented approval by the manager prior to transactions being made, subsequent approval of the credit card statement (which includes all transactions made on behalf of the specific school), and monthly approval by the BSC Director, significantly mitigate the likelihood and impact of inappropriate transactions by any one individual.

Although the established controls were currently operating effectively in the sample tested, assigning a large number of P-Cards to one single individual creates concentration of access (i.e., large amount of purchasing authority and custodial control over 54 P-Cards, even though the card themselves are declining balance and subject to controls. This does not mean errors or fraud have occurred, or that the controls are failing, or the individual is misusing the card). It appears that the current structure relies on detective controls, rather than preventative controls and is inconsistent with best practice surrounding P-Card governance.

While there was no indication of misuse identified from our testing procedures, the current structure could result in the following:

- Increased risk of errors due to workload changes;
- Dependency on a single individual or role may be difficult to sustain over time; and
- Create unfavorable perception from internal or external stakeholders, and scrutiny from the public.

We recommend that management perform the following:

- Enhance the current P-Card policy to establish defined parameters for the number of P-Cards that may be assigned to a single individual and define circumstances under which documented exceptions may be approved.
- Document and approve business justification for any exceptions, including compensating controls, and require periodic review and approval by appropriate management.
- Implement periodic independent reviews of high-volume P-Card assignments to confirm ongoing business needs, spending controls, and continued control operating effectiveness.

- Establish and/or enhance backup procedures to ensure the continuity of the P-Card process in the event of staffing changes or extended absences.
- Establish training and cross-training to ensure continuity of operations and reduced reliance held by a single individual.

## P-Card Training

**Rating: Low**

District policy requires annual P-Card training for all approved P-Card cardholders. Completing this mandatory P-Card training ensures cardholders understand allowable purchases, documentation requirements, and other program responsibilities, including sales tax exemption.

During our testing procedures, we identified 1 of 40 (2.5%) P-Card cardholders did not complete the required annual training for Fiscal Year 25 (FY25). Furthermore, we noted that this same cardholder completed one transaction, in which sales tax was charged. It should be noted that sales taxes charged for the above-mentioned purchase was identified during the subsequent month's P-Card reconciliation.

While this appears to be an isolated instance of non-compliance, lack of verification of P-Card cardholder training, prior to issuing a P-Card could result in the following:

- Increased risk of non-compliant purchases due to cardholders not fully understanding compliant versus non-compliant transactions, and other card restrictions;
- Increased likelihood of sales taxes being improperly charged when tax-exempt purchasing is not understood;
- Undermines controls intended to reduce misuse, or errors once cards are issued;
- Reduced accountability within P-Card administration when pre-conditions are not consistently being enforced;
- Increased administrative burden to correct errors and recover taxes charged;
- Reputational risk if District stakeholders identify that P-Cards are being issued without required training;

We recommend that P&L Ops management verify training is completed, before issuing P-Cards. This should include confirmation and documentation of completion. Furthermore, P&L Ops management should ensure that key requirements, including tax-exempt procedures, are consistently reinforced. Lastly, management should ensure on-going compliance oversight by conducting periodic reviews of new card issuance to ensure training verification is consistently applied.

## OBSERVATIONS - CONTINUED

### Untimely Review and Submission of Reconciliation

**Rating: Low**

District Policy No. 3810, Section VII, requires P-Card Approvers to review, reconcile, and approve P-Card holder statements and submit a copy of the statement to the Cardholder Coordinator by the 15th of each month.

During our audit, we noted that 10 of the 60 (16.67%) reconciliations reviewed were not reviewed or submitted within the timeframe established by the policy and manual. These delays indicate non-compliance with the District's established procedures for timely reconciliation and submission.

Untimely reconciliation and submission of P-Card statements can result in:

- Delayed detection of errors or non-compliant transactions, increasing the risk of financial misstatements.
- Reduced ability to identify and address fraudulent activity promptly, which could lead to financial loss.
- Operational inefficiencies, as late submissions create administrative burden for P&L Ops staff.

We recommend that P&L Ops management strengthen compliance with Policy No. 3810 by implementing automated reminders to P-Card Approvers prior to the 15th of each month, conducting periodic monitoring to identify late submissions, and establishing escalation procedures for repeated delays. Additionally, management should consider incorporating performance evaluations to promote accountability and ensure timely reconciliation, review and submission going forward.

# INDEX

| ***BCPS*** | **Broward County Public School District** |
|---|---|
| *BOA* | Bank of America |
| *BSC* | Business Support Center |
| *District* | Broward County Public School District |
| *ERP* | Enterprise Resource Planning |
| *FS* | Florida Statute(s) |
| *FTE* | Full-Time Employee |
| *FY25* | Fiscal Year 25 |
| *HR* | Human Resource |
| *LAB* | Learning Across Broward |
| *MC* | Mastercard |
| *P-Card* | Purchase Card |
| *SAP* | System Applications and Products |
| *P&L Ops* | Procurement & Logistics Operations |

**Procurement & Logistic Operations**
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**The School Board of Broward County, Florida**

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Dr. Jeff Holness, Vice Chair

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Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

January 27, 2026

Anthony Brunson P.A. CPA Solutions
3350 SW 148th Ave, Suite 110
Miramar, FL 33027

Attention: Mr. Jean Borno, Principal

Dear Mr. Borno:

Thank you for the opportunity to review and respond to the recent audit observations concerning the management, assignment, and oversight of declining balance P-Cards within the Field Trip processing function and broader P-Card governance practices.

We appreciate the auditors' detailed analysis and have carefully considered each observation. Below is a summary of our response and the steps we have taken, or intend to take, to strengthen our internal controls and ensure ongoing compliance.

**1. Custodial Access to Multiple Declining Balance P-Cards**

The audit noted that one individual currently holds custodial access to 54 declining balance P-Cards. Historically, this structure supported timely processing of Field Trip payments; however, we recognize that consolidating these cards into a single P-Card may reduce administrative complexity and risk exposure.

After internal review with both the current cardholder (Joni Dukes) and her predecessor (Krystal Bryant), we determined that consolidating all Field Trip transactions onto a single P-Card is feasible and would not impede service to schools. To adequately support monthly activity, a credit limit of approximately **$30,000** is necessary, with temporary increases required during months of high volume of travel. This action is now in process and will result in 53 P-Cards being cancelled for this individual.

**2. Recognition of Existing Strong Controls**

We acknowledge the auditors' recognition of the restricted card functionality, pre-defined spending limits, multi-level transaction review process, and monthly reconciliation as strong compensating controls.

Additionally, the Procurement & Logistic Operations Department has strengthened the process by incorporating additional levels of managerial approval for new card issuance and validating completion of P-Card training. Approval of our Operations Manager is now required as a second level confirmation that all user department approvals have been received and required training completed by the user prior to P-Card issuance.

**3. Preventative Control Enhancements**

We researched the preventative controls based on industry best practices, including guidance from the Institute of Commercial Payments and the National Institute for Government Procurement.

Our current practices already reflect several of these control elements, including:

- Clear purchasing rules and adherence to Policy 3810 and the Purchasing Card Manual.
- Prohibitions on splitting purchases and guidelines on micro-purchasing thresholds.
- Mandatory annual P-Card training, which is tracked through an internal database, with potential improvements to require submission of the training certificate.
- Defined access controls, merchant category code (MCC) restrictions and statements reconciliation.

We acknowledged that strengthening documentation of consequences for misuse, MCC management processes, and enhanced transaction analytics tools will further support our governance structure and we are reviewing the Policy to implement these changes.

**4. Number of Cards Assigned to Individuals**

The auditors recommended establishing defined limits for the number of P-Cards assigned to a single employee and documenting exception criteria. Consolidation of Field Trip cards into a single P-Card would help address this concern for that specific function.

However, we note that certain user agencies (Office of General Counsel, and Environmental Health & Safety, for example) may hold up to seven P-Cards based on their responsibilities supporting multiple locations. This operational need should be considered as the School Board continues its movement toward greater transparency.

We will collaborate with the individual departments with the goal of consolidating and reducing the number of cards authorized as we have done with the Business Service Center.

**5. Documentation of Exceptions and Independent Review**

We agree with the recommendation to strengthen documentation of business justifications for all exceptions, including compensating controls, and to implement periodic independent reviews of high-volume card assignments.

Our department already undergoes annual audits, and we will incorporate additional review procedures to ensure ongoing control effectiveness, as appropriate.

**6. Continuity, Training, and Backup Procedures**

To ensure process resilience during staffing changes or extended leave, we are implementing recommended cross-training measures. Training is actively underway for additional team members on the Bank of America Works P-Card system to ensure continuity and reduce reliance on any single individual.

**7. Timely Reconciliation and Approver Accountability**

We acknowledge and will examine methods of implementing the recommendations to:

- Introduce automated reminders for P-Card approvers prior to the 15th of each month. (This technology is not currently available, but we will continue to explore additional options to further incorporate this functionality.) We are currently in the process of issuing a new RFP for banking services and hope to see additional functionality in the responses.
- Conduct periodic monitoring of late submissions.
- Establish escalation procedures for repeated delays.
- Incorporate reconciliation timeliness metrics into performance evaluations.

The existing P-Card tracker already captures instances of delinquent submissions and will continue to support accountability enhancements.

**Closing Statement**

We appreciate the auditors' observations and constructive recommendations. Our department is committed to continuous improvement, safeguarding public resources, and ensuring compliance with organizational policies and best practices. Many of the recommended measures have already been adopted or are currently in development.

Please feel free to contact us for any additional information or clarification needed as you finalize your report.

Sincerely,

John Wesley White, Director
Procurement & Logistic Operations
7720 West Oakland Park Blvd, Suite 323
Sunrise, FL 33351
754-321-0501
john.white2@browardschools.com

SCHOOL BOARD OF BROWARD COUNTY

AUDIT COMMITTEE MEETING

KC WRIGHT ADMINISTRATION CENTER
BOARD ROOM
600 SE 3RD AVENUE
FORT LAUDERDALE, FLORIDA

THURSDAY, JANUARY 29, 2026
9:38 A.M. - 12:35 P.M.

Court Reporter:
Timothy R. Bass, Stenographic Reporter
Bass Reporting Service, Inc.
633 South Andrews Avenue, Suite 500
Fort Lauderdale, FL 33301

COMMITTEE MEMBERS IN ATTENDANCE:
MS. MARY FERTIG, Chair
MS. PHYLLIS SHAW, Vice Chair
MR. ROBERT MAYERSOHN (Telephonic)
MR. ANTHONY DE MEO, CPA
MR. ANDREW MEDVIN, CPA
MR. LEW NAYLOR
MS. B. JILL BARON
MR. CHRISTOPHER UPTON
MS. RACHEL ROSAS
MR. ANDREW MEDVIN

OFFICE OF THE CHIEF AUDITOR STAFF:

MR. DAVE RHODES, Chief Auditor
MR. MARK MAGLI, Executive Director, Audits
MS. NAKIA GOULDBOURNE, Manager, Internal Funds
MS. ELENA PRITYKINA, Manager, Operations
MR. MERLIN BUTLER, Manager, Property & Inventory
MR. BRYAN ERHARD, System Support Specialist II
MR. DEREK TILLMAN, Executive Secretary
MS. OCTAVIA ALLEN-HARDAWAY, Clerk Spec C

DISTRICT STAFF:

DR. HOWARD HEPBURN, Superintendent of Schools (Teams)
MR. RYAN SMITH, Director, Business Support Center
MR. ALAN STRAUSS, South Regional Superintendent, Teaching & Learning
MR. JOHN WHITE, Director, Procurement & Warehousing Services
MR. NATHAN SADE, Chief Fire Official
MR. MICHAEL GREGORY, Chief Safety & Security Officer, Safety, Security & Emergency Preparedness
MR. JAMES LA ROSA, Director, Safety & Security Operations
MS. ELIANA ELHEFNAWY, Behavioral Threat Management
MS. KIM PUNZI-ELABIARY, Director, Behavioral Threat Management
MR. CARLOS GOMEZ, Director, Accounting & Financial Reporting
MS. ROMANEIR JOHNSON, Chief Financial Officer

INVITED GUESTS:

MR. EDDIE CASTANEDA, External Auditor, Forviz Mazars
MR. RODERICK HARVEY, External Auditor, HCT Certified Public Accountants and Consultants

MR. SHAWN DAVIS, External Auditor, S. Davis & Associates P.A.
MS. ANNETTE LEWIS, External Auditor S. Davis & Associates, P.A.
MR. ANTHONY BRUNSON, External Auditor, Anthony Brunson, P.A.
MR. JEAN BORNO, External Auditor, Anthony Brunson, P.A.
MS. JUDIAN WINSTON, External Auditor, Anthony Brunson, P.A.
MR. TIM BASS, Court Reporter, United Reporting

**The following pages are excerpts of the draft minutes of the Audit Committee Meeting of January 29, 2026 that are specifically related to Purchase Card (P-Card) Program Review.**

**The complete minutes, which include Committee discussion on matters not related to this item, are scheduled for Committee discussion and approval at their next scheduled meeting on March 12, 2026.**

Is there a motion to transmit?

MS. SHAW: Motion to transmit.

MR. MEDVIN: Second.

MS. FERTIG: Okay. All in favor?

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Opposed?

(No response.)

MS. FERTIG: Okay. Thank you. Thank you for your presentation and audit.

MR. HARVEY: Thank you, Mary.

MS. FERTIG: Okay. Our next one is the Purchase Card Program Review.

MR. BRUNSON: Good morning. Happy New Year.

MS. FERTIG: Good morning.

MR. BRUNSON: I'm Tony Brunson, the managing partner of Anthony Brunson, P.A. I am joined today by Jean Borno our consulting and audit partner in the firm who actually executed the work.

In connection with the P-Card program I think our report captures the scope and the internal control environment. In essence, you know, we looked at 100 percent overall of the P-Card items. So to the extent that there are comments here, we only provided enhancements, we're really

in a position to kind of congratulate the school board and the system and those individuals involved in the process of a job well done. So at the end, the conclusion, there were no major findings, just enhancements in connection with that and I'll turn to Jean to provide recommendations and help with any questions that may exist.

MR. BORNO: Good morning, everybody, my name is Jean Borno. First, I want to thank Mr. Rhodes and his staff, the Procurement & Logistics Department and the Business Support Center for their help and support throughout the audit that was performed.

So, really, as Mr. Brunson mentioned, the report provided a review of the P-Card program for the school board and it only called for the period between July 1st, 2024 through June 30th, 2025. It evaluates the design and the controls and compliance with policies and procedures and the overall governance of the P-Card program; right? Page 4 will give you more insight as to the overall objective and the scope of the review and audit that was done.

As far as the findings, we had three

findings, again, providing recommendations. One -- the first finding was the P-Card governance and guardianship, custodianship. The second one as P-Card training, we found one item there that -- one person that did not complete the P-Card training, and what we see as well is the untimely reconciliation of the monthly P-Card expenditures.

So, with that, I'll pass it along to you if you have any questions as to our work.

MS. FERTIG: Okay. Go for it.

MR. MEDVIN: A couple things. My rather simplistic understanding of a P-Card, it's like a credit card -- or a debit card. In reading your explanation, it seemed to be that the controls have been set up where the money is allocated to specific budgetary areas with a dollar limit and the purpose being just to streamline the procedure for most, I guess, smaller type purchases. And then I am reading it and you had the one, I know it's an exception, but the one individual had 50-some-odd cards. So I'm thinking to myself, I don't know what this person does, what their position is, they're walking around with a tote bag with 50 credit cards in

their pocket? I mean, it just didn't make sense to me. And if it's electronically controlled, like a debit card, couldn't the system allow for compartmentation of the expenditures that these 50-some-odd cards are associated for?

MR. BORNO: Yeah, I mean, that's one issue that we highlighted to the department and, obviously, we'll let the Business Support Center give you some more insight as to what it is that we found and how we manage it, but it is something that we highlighted and related to a high-risk level of governance, essentially, of the P-Cards. So somebody having 54 P-Cards was a high-risk area that we highlighted and we tested.

MR. MEDVIN: Because someone could use the wrong card when they're purchasing.

MR. BORNO: That's correct. And I don't know if maybe Mr. Smith or Mr. White can give some insight.

MR. WHITE: Okay. Thank you. I'm John Wesley White, I'm the acting executive director of Procurement & Logistics Operations. We did provide a written response back to the audit firm. Essentially, in this situation you've got a P-Card is coded to each individual school and

that's why one person had multiple cards. And so these cards primarily used to support field trips and special events that go on during the course of the year.

Based on their recommendation we have sat down and reviewed it and worked very closely with BSC and determined that we can consolidate that down to one credit card or debit card, essentially, that'll have a higher balance authorized on it. But as each individual transaction is made then they will have to maintain a spreadsheet to say secured X, Y, Z for this particular school and this is the charge code for it. And then at the end of the month it will also make it a lot easier to reconcile when the statement comes in. We'll just be able to check off, yes, all of these things were charged and here are the appropriate charge numbers.

And so we are currently in the process right now of terminating all 54 cards, that will happen over this weekend, and then one new card will be issued to that employee, and we expect to receive that in the mail tomorrow so that this can take effect on Monday morning.

MS. SHAW: All right. Let me -- let me kind

of -- -- before I get started, first of all, I have so much issue with what you just said. I have issue with 54 cards, I don't remember how many cards, more than one card issued for an individual. But I think there's a better way. There has to be a better way to manage that. Because at the end of the day what is going to end up happening, especially since we are working -- we're doing more with less. It means that there are so many room -- there's so much room for error with this one person with one card for several schools. I would rather -- and I don't want to provide or give our schools, our principal, or anyone else at the school any more work, but I would rather you say, give the card to the schools, let the schools work with this person to make the purchases. Because giving this one card with a million dollar limit, and I'm making up that, and this person is making purchases for several schools creates a lot of issues, especially when there were 10 individuals who did not do reconciliations, and reconciliation -- if you're not reconciling properly, there are so many errors that can happen that is not found until months later.

I have an issue -- Mr. White, I have an issue with that. And I do hope that you will go back and take a step back and look to see how best to put that process in place. Because issuing one card for 54 different schools is an issue. We don't need any more reason to be in front of the Miami Herald or the Sun Sentinel because of our procurement process or our policies. We don't need any more.

And I have other things, so I'll let you finish before I continue, but I have an issue with that.

That was all you have? All right. I have some more.

MS. BARON: I just want to follow up on the reconciliation. From page 11 I understand that the scope of the monthly reconciliation was 40 in total that were reviewed and then going to the observations on page 14 there were 10 that were not, you know, submitted in the timeframe allotted by the 15th. So, actually -- but it says 10 out of 60.

MR. BORNO: Correct.

Ms. Baron: Was that an error or was it actually 10 out of 40?

MR. BORNO: No, it's 10 out of 60 because after we found, you know, there were multiple errors, so we increased the population -- the sample, the sample to add additional reconciliations.

MS. BARON: So you starred with 10 out of 40?

MR. BORNO: No, I started with 40 for testing. As we found, you know, multiple errors here and there, so we increased it to 60 instead of 40.

MS. BARON: Do you know how many were found out of the initial 40?

MR. BORNO: No, I don't have it in front of me; no.

MS. BARON: Okay. I'm asking just because if it was 10 out of 40 that percentage would be more representative of 25 percent instead of 16.

MR. BORNO: I agree. I agree.

MS. BARON: Yeah.

MS. FERTIG: Okay. Thank you.

MS. SHAW: I know you have reconciliation 10 out of 60 listed as low, and I'm not the auditor, but I disagree with that being low. When reconciliations are not completed, especially with something that is a procurement card, and,

first of all, there was someone who was found that we were paying taxes, we are a nontax entity, number one, and since this is a sample size of only 60, how many others were there that we're paying taxes on because someone or some ones aren't doing their job? I -- I think should have been a medium to high instead of low. I have an issue with that.

MR. BORNO: So -- you can continue. I was going to address that specific piece.

MS. SHAW: I have an issue with that. Especially -- I understand you increased our sample size from 40 to 60, but that still doesn't give me that warm and fuzzy feeling, especially when someone is walking around with 54 cards, number one. Number two, you can go to Walmart and make a purchase. We have had people in the news that go to hotels and use their P-Card for hotels. We have people in the news who have used their P-Cards for various things that are not school related. The funding that we have for our students is being cut every day. And every dollar that we're able to use for our children needs to be -- not to be paying taxes to the state, it needs to be used for our children. So

if we're not doing our job or people are not doing their job, like reconciliation that should be done by the 10th of the next month, well, maybe with my people, by the 10th of the next month, there should be some -- that card should be cancelled or that card should be -- that card should be put on something that is not being used for a period or being revoked.

What do we have -- there is nothing in here that tells me what happens once those reconciliations were not done, when that person who paid taxes or how many other people were paying taxes or any other misuse. That is -- this is a violation of the policy, number one. Number two, it should not be allowed.

MR. BORNO: Well, our process goes somewhere like this, right, we identify the areas of threat and we go ahead and discuss with management, discuss with the team and figure out, okay, what exactly their process is. So within the reconciliation process there are other controls in place; right? So what we observed, it's not so much the reconciliation is not done, it's just that it's submitted maybe a day later or two days later; right? So it's not that the

reconciliations are not done at all. The reconciliations are done, and we tested them, and the approvals are there. It's just that they may be a day late, or two days late, or three days late.

So with that -- no, I understand your perspective, as well; right? It is and this is why we're reporting it, but they have other controls, which is review of the director of the department or the principal. And they also have review on the side of the district once those reconciliations are submitted. So with all those controls in place, right, yes, you're right, it's not submitted on time, but all the other reviews and all the other things are there. We did not identify any control, right -- it's a compliance issue not so much a control issue. As far as the reviews are done and it's all in place to make sure if an error happened, or something happened as you mentioned such as tax, it's caught on time and the next month it's maybe reversed.

So that's -- that was our perspective as to why we identify it as low. And we had the same concern as you. Again, we take a look at the whole view of the entire process.

Does that answer your question?

MS. SHAW: No. It's -- it answers your question but it doesn't answer mine.

Chief Auditor, I hope we can do -- we can get a follow-up on this very soon. I would rather this not be waited a year to two years down the road, because this is an area where we can lose a lot of money. And whether or not we do the reconciliation is a management aspect of it, but when folks are going out and making purchases, and I have seen where 10 transactions alone creates issues, much less such a large organization and how much we are spending. I don't think I saw how much we spent in P-Cards over any period of time. And it's going to be a lot of money but it's easy, quick, let's get something done, we need something in an emergency, but it's also an area where we can get in so much trouble. We can get caught up, once again, as I said, on the front of the Miami Herald or the Sun-Sentinel because we're all doing more with less.

I work for a local government. I know how easily and quickly this can get out of hand. So we need -- I would like to see it again sooner

because I would like to see how -- how this process is being managed and what new processes are put in place.

And you are incorrect, Mr. Jean, compliance is control and vice versa. Because when you have -- when there is compliance it's based on the controls that we have in place for those compliances.

MR. BORNO: So on page 3 it does highlight how much the district spent for the year tested. So it shows the budgeted funds P-Card purchases of 29.8 and the total for internal fund P-Card purchases, which is 1.3 million.

MS. SHAW: My apologies.

MR. BORNO: It's okay.

MS. FERTIG: Just how many P-Cards are there?

THE WITNESS: There are -- I think it's highlighted here as well.

MS. FERTIG: I'm sorry. Somebody mentioned it.

MS. BARON: 723.

MR. BORNO: 723.

MR. RHODES: Madam Chair? For the benefit -- oh, I'm sorry.

MS. FERTIG: Yeah, I'm sorry, did you have --

MR. DE MEO: Okay. So 723 cards issued to 387 employees. So that means 336 cards were issued to multiple -- how many people had multiple cards?

MR. BORNO: Don't have the specific number of people, but there are some people that have two and they are managing them because of specific reasons, right, based on discussions we had with the department. So, as we said, so for that particular person we notified -- we noticed 54 P-Cards it's for 54 different schools; right? They may have some operation such as this in the Business Support Center; right? It's because they're supporting other entities within the District.

MR. DE MEO: Right. You know, I'm not that familiar with the policy, but I'm trying to determine in terms of the audit, is there any testing around the qualification or the efficacy of issuing the cards? In other words, are there rules -- can anybody just have a card? Was there any testing around that?

MR. BORNO: Yeah, we looked at the -- the way P-Cards are issued. There is -- it's not highlighted in the policy why somebody should

have a P-Card, so it's left, I believe, to the directors and -- department directors and the principal's discretion to make the decision, essentially. But what we looked at, we looked at, you know, the application process, we looked at whether the person does a training; right? We looked at all the specific compliance items that the District highlights to make sure those P-Cards are issued appropriately.

MR. DE MEO: I think as a matter of controls we might want to firm up the policies to be specific about the criteria used to evaluate whether or not a P-Card is issued in the first place and then what criteria is required to get more than one. If it's not in policy, you can't audit it.

MR. BORNO: Right.

MR. DE MEO: So that's something, Madam Chair, I think we should recommend.

The other -- how is the scope -- who did you discuss the scope of this engagement with?

MR. BORNO: First -- initially, we discussed it with Mr. Rhodes and his team and then we discussed it in the department as well; right? Hey, this is what we're looking into, is there

anything that could prevent us from testing any particular area; right; as part of the overall discussion with the entire team.

MR. DE MEO: Did you feel the scope was adequate; or do you think it should have been increased; or what did you think?

MR. BORNO: You know, in coordination with the internal audit team they do some testing on their end as well. I think the scope was adequate as to what we needed to look at, which is the P-Cards specifically. I believe it was adequate.

MR. DE MEO: The declining balance type cards, is that issued in every case.

MR. BORNO: Yes. Yes, so the card is limited, physically, limited by the -- with the application; right? The application states how much the card should hold for any particular person based on their position and function.

MR. DE MEO: And in terms of the coordination with the external auditors, I believe this is probably under their -- probably not included in their scope because it's not material. I'm guessing. I don't know.

MR. BORNO: It is as far as the expenditures

are concerned, but, you know, if Mr. Rhodes wanted to interject.

MR. DE MEO: Do you know of any testing by the external auditors, Mr. Rhodes, in this area?

MR. RHODES: When you're saying the external auditors, you're talking about the auditors who are looking at the ACFR and the overall amounts that roll up into that report?

MR. DE MEO: Yeah.

MR. RHODES: I'm not aware of any P-Card program audit procedures that they do in accordance with their work. The auditor general does look at that, but the external firm that you were talking about does not that I'm aware of. They could have, but I'm just not aware of it.

MR. DE MEO: Okay. And who's responsible for the oversight of the usage of these cards? Is it each director?

MR. WHITE: If you want to use a card to do something you need to get the approval of your manager to make that transaction.

MR. DE MEO: Does the Business Center --

MS. SHAW: It rolls up under Procurement; is that what you're asking?

MR. DE MEO: I'm sorry?

MS. SHAW: It rolls up under Procurement.

MR. DE MEO: Well, is someone looking at -- who looks at these balances? Is it -- is it among several directors or is it --

MR. WHITE: Okay. There is a specific team that reports to me that manages the P-Card program.

MR. DE MEO: Okay.

MR. WHITE: And they're responsible for receiving the application, making sure that senior management, a director level or above has authorized an individual employee to have a card. They're also required to complete P-Card user training online. We have to have a copy of the certificate of that. Those documents are submitted to the team. They review it and approve it and then it goes to the operations manager who works for me.

MR. DE MEO: Okay. So it's centralized, it's not departmental?

MR. WHITE: It is centralized; yes, sir.

MR. DE MEO: Okay. I see. And was there any testing, either operationally or in this agreed upon procedures engagement of the appropriateness of the expenditure? I think I read in there --

MR. BORNO: Yes, we looked at the expenditures made using P-Cards, as well. So what we did is, you know, we obtain the invoice or receipt or anything that they have as backup.

MR. DE MEO: Like Orange Bowl -- Hard Rock tickets for the Indiana game?

MR. BORNO: We did not note anything --

MR. DE MEO: Okay. But you do test appropriateness. And do you all look at that?

MR. WHITE: Well, another thing to understand is that each P-Card is coded a certain way.

MR. DE MEO: Mm-hmm.

MR. WHITE: So you can't go buy tickets to Hard Rock to go to the game just because you've got a card. You can't go buy a car. You know, you are limited to certain categories of items that you're allowed to buy. And if you want to buy tickets to Hard Rock you'd have to come back to us and say, I need authorization to buy tickets to Hard Rock and we're like, no, you can't do that.

MR. DE MEO: Okay. But that's a constrictor that's --

MR. WHITE: It's in the system.

MR. DE MEO: I mean the card can't -- it

doesn't reject it?

MR. WHITE: It will reject it. If you're somewhere you're not supposed to be it rejects it.

MR. DE MEO: Well, forget my application for a P-Card.

MS. SHAW: Not only does it reject it, it notifies the department.

MR. WHITE: So like the average person can't just go traveling. They can't go and buy an American Airlines ticket and go somewhere.

MR. DE MEO: Thank you. Thank you.

I do think we should recommend that the policies be defined or include some kind of criteria for the issuance of the cards and then a higher level for multiple cards.

MR. RHODES: Madam Chair?

MS. FERTIG: Yes.

MR. RHODES: I wanted to mention that during the course of this engagement as well as when the draft report was presented to us, I challenged Mr. Borno on the idea of a single individual having so many cards and he advised me and shared information with me about different testing steps that they took to identify that -- like, for

example, I'm going to use Ms. Shaw's comment from earlier. I'm sure that it was probably causing gnashing of the teeth over here because we know from the work that they have performed that no one's walking around with a backpack full of P-Cards, they have them locked up in a location and they get them as they need them. However, I still haven't fully been convinced that any one person, despite their role in providing services to the schools through -- as a function of BSC, that any one person should have access to that many cards, much less even a considerably smaller number. However, I do have to say Mr. Borno explained the fact that they do have a segregation of duties in reviewing what is being spent as well as the original requisition for the spend and then the follow-up of what was spent and the documentation necessary to validate that that expense was legitimate.

What Mr. White was talking about sounds as though there's some type of controls that are put on those cards from the level of the primary bank and I have to say -- did you determine that, Mr. Borno?

MR. BORNO: Unfortunately, not.

MR. RHODES: Okay. And I don't recall that being a part of the audit scope, but the internal controls checklist was a part of that where that would have necessarily bubbled up. And, if it didn't, that would certainly be a part of what we would do in a follow-up to determine that, A, that is not just a function, but that it's turned on. Because we've had several different instances in which that function was available but wasn't turned on and a fraud occurred anyway and then we had to go back and we had to fight to get the money back instead of stopping it at the point of purchase.

So you agree with Mr. De Meo's points. I agree with your points. I think that that's something that should be included in a follow-up audit based on the things that we found here. And, also, I will stay out of the discussion that you had with Mr. White regarding the plan to try to resolve this issue of the 54 cards, but I will be waiting on the sideline as we work with -- I know we'll probably be working with Mr. White for the foreseeable future on Policy 3810, which is for the P-Cards, so that we can do exactly what Mr. De Meo said, and that is, codify things in

the policy so that we can identify what represents a violation of policy versus what represents a codified internal control that we can rely on.

MS. SHAW: Madam Chair, I have two questions.

MS. FERTIG: Yeah, go ahead.

MS. SHAW: My first question is, who's doing the reconciliations for the cards?

MR. WHITE: At the end of each month the cardholder, the person that has responsibility for the card, gets the statement and they must reconcile each and every line item on it saying, yes, this is a valid purchase and here's a copy of the receipt that supports that. That is then submitted to my team, P-Card team, and they go through and they, again, validate to make sure that each and every line item is accounted for properly and has the correct charge number associated with it.

MS. SHAW: So the fox is in charge of the hen.

MR. WHITE: The supervisor has to sign off on what the employee does, as well. So the employee does the reconciliation, their supervisor signs off on it, then it comes over to the procurement

department and procurement goes through and validates everything.

MS. SHAW: I know with 723 cards it's very difficult to have someone else doing the reconciliation, however, I would recommend that this is something that is taken into consideration as you are looking at updating the policy. Because if I'm the cardholder and I've done something wrong, I am going to put it in, I'm going to make sure to process it. The person who is signing off on it is not going to go through that kind of detail to make sure everything that was purchased was supposed to be purchased, number one. Number two, the person who is doing the reconciliation, hopefully, someone with some small level of accounting acuity or knowledge of finance would be able to ask the questions. And that could be that you're filling that space to ask some of the questions, these are some of the questions you should be asking the cardholder. And then on top of that, as you're looking at this policy, while I'm not in favor of saying that, listing a bunch of positions -- well, while I'm not in favor of codifying it to the point where Mr. Anthony is

saying, it could be positions or areas that could be listed where cards are issued, where cards should be issued. Because, otherwise, if you have a new person and that new person is in a new position, that new position is not in your policy and that person needs to hit the ground running, there are issues that needed to be dealt with, that person may not have a card, it does take sometimes four to six weeks depending on what is going on with Bank of America to issue those cards, so it's just something to keep in mind from that perspective.

And there was one thing but I forgot. I'll send it to you, Mr. Rhodes.

MR. UPTON: I have a question. About the vendor, Bank of America, is there -- were they in the scope of the audit?

MR. BORNO: No, no. Because they were more on the IT side based on how the transactions uphold. They were not part of it.

MR. UPTON: I don't know if you know, maybe you can answer this, do they charge for the service?

MS. SHAW: Which service?

MR. UPTON: The P-Cards.

MR. WHITE: We, actually, I'm not sure, off the top of my head. What I do know is that we receive a rebate every year based on the dollar volume that we spend. And that's a fairly significant number.

MR. UPTON: It probably offsets any costs, probably.

MR. WHITE: I know we're in the process of going back out for comprehensive banking services to support all of the District's requirements and the P-Cards are one of the line items.

MS. SHAW: And the other thing I was going to say is this. While the card may not be able to go and, you know, purchase a ticket for me to see, you know, to go to Hard Rock, it is open for organizations, let's say, Walmart. Folks can go to Walmart and purchase items for themselves. So while someone is looking at it and says, oh, you bought a quart of paint at Home Depot, that person may not be -- shouldn't have been purchasing paint. And there's no way for you to restrict taking Walmart and restrict items based on position. It's either going to be Walmart or Home Depot, but you can't say, well, at Home Depot you can't purchase certain items.

Unfortunately the card doesn't give you that -- I've tried. Otherwise, you're going to be getting calls from every cardholder saying, oh, I'm at Walmart or I'm at Home Depot and I'm trying to buy building maintenance items and I am the building maintenance superintendent and I can't purchase anything and then that becomes a little bit more work for you guys in the procurement office.

MR. RHODES: Madam Chair, may I add one final thought here; at least on my part? And this is regarding the request to take a look at and analyze the policy that governs the activities that we're talking about here today. From what I understand is that we have a hybrid situation that we're looking at, one being -- do we have somebody who needs to leave?

MS. SHAW: No, we need a motion to extend time.

MR. RHODES: That we have a hybrid situation where we do have some people that are a single person in charge of their card and reconciling and doing their monthly work as well as we have a centralized system. In my mind's eye I cannot recall how that was split out in the policy

showing those shows two different things. So I just want you guys to know that I will look at, and I'm making a recommendation moving forward, that we all look at how it's being handled at a centralized level and how it's being handled on a case-by-case basis for people that have a card issued just to them and they're the only one who has access and control of it. Because there's two different sets of controls. And from a centralized standpoint, I think we're always going to have a challenge of how we're going to centralize but also provide that same level of control. So I think that that's one of the wisest things that's come out of this discussion, is to really dissect that policy and identify how we would make sure that the controls are in place on both sides of it.

MS. FERTIG: Okay. Lew and then Bob.

MR. NAYLOR: Yeah, just a question about, does the policy have any consequences in it for misuse? I'm trying to find it, but I can't get online.

MR. BRUNSON: Not that we're aware of.

MR. WHITE: It should have some in there; yes. I don't have a copy of it with me right

now. Ryan's trying to pull it up.

MR. NAYLOR: Is that part of the employment agreement?

MR. WHITE: It would be part of the card agreement.

MR. NAYLOR: No, no, what I'm saying is, since it may not be in the card agreement, but is it in their employment agreement that anything that --

MR. WHITE: Okay. What this says, in the case of fund mismanagement by a cardholder, the cardholder's approver shall receive disciplinary action as defined in applicable school board policy. So not just the employee, but their supervisor who let that go through, and then the cardholder's approver shall have personal responsibility for any and all inappropriate P-Card charges, including without limitation, any finance charges and interest assessed in connection with the purchase. So it's not just the employee.

MR. NAYLOR: So there's a financial protection there but not a reputation protection, which is what Phyllis was mentioning about being on the front of the paper.

MS. FERTIG: I mean, we have had audits on P-Cards over the years. I was going to add to Mr. Brunson's point about this audit is not as -- definitely not as controversial and is not, as many of the ones that we've seen, and there have been consequences for people who have misused their cards. And so, I mean, I don't have the policy in front of me, but I -- I think we can all think of examples.

MR. NAYLOR: You're right.

MS. FERTIG: So, anyways. Okay. Bob?

Is that it, Lew?

MR. NAYLOR: Yeah.

MS. FERTIG: Bob?

We can't -- we really can't hear you.

MR. MAYERSOHN: Can you hear me now?

MS. FERTIG: Yeah. I heard what you said was brilliant, too. I'm sorry we missed it.

MR. DE MEO: Put your mimosa down, Bob.

MR. MAYERSOHN: So I just want to go in, if you look at page 7, and this gets back to the policy and reviewing the policy, when you look at things like the word printed materials, stamped instructional materials and film strips, I don't know the last time I've -- I mean, obviously, as

a student I've seen a film strip, but I don't know the last time this district has used a film strip. So just to me, reading that shows that this policy is outdated and needs to be looked at.

To Phyllis' point, and I've had some use with P-Cards, my question is, is there an authorization that somebody fills out prior to using a P-Card to reconcile it? So, for example, if I'm taking a trip and I bring it up to Tallahassee, through the county I'm required to provide a travel authorization estimate, what, you know, gas is going to be, estimate what, if I'm lodging, what those costs are, so when I use my P-Card and reconcile, it's not that I filled up 20 other cars with gas or have gone out, you know, as Phyllis stated to Publix and purchased food and have provided food for the entire Broward legislative delegation because they're all hungry, which would not be authorized. But the reconciling is, you know, here it is, I spent $3,000 and I reconciled 3,000.

MS. FERTIG: Okay. Anybody have a comment?

Does someone want to frame a motion?

I know there were several things that you

wanted to recommend with the transmittal. It sounds like one is to review the policy.

Phyllis, you had a couple, if you want to add them in, and then somebody needs to actually make the motion.

MS. SHAW: I feel like I'm the only one talking.

MS. FERTIG: No, no, you're not. Actually, almost everybody has commented on this, so --

MS. SHAW: So I move that we transmit this report with some addendum. Number one, for Mr. White in the white shoes, I like that, take a look at the one card or -- one card for 54 schools and find a better way of managing that process; number one. Number two, take a look at the policy and see how we can not only put teeth in the policy but see if there are any holes or areas that need to be reviewed and adjusted. And there was something else. I don't remember the something else. But that's my motion.

MR. DE MEO: Do we need a motion? I mean, that motion can stand by itself. We should just transmit the report, there's nothing -- you know, the report was fine.

MS. FERTIG: I mean, typically, if we're

going to do recommendations we're just adding them to -- we're transmitting this with two recommendations, review the policy and --

MR. BORNO: I just want to highlight as well that the department did provide us with responses and I'm not sure if it was not transmitted to -- to the committee, Mr. Rhodes?

MR. RHODES: I'm sorry?

MR. BORNO: I was talking about the responses from the department. Was it transmitted to the committee or --

MR. RHODES: Yeah, it's -- it's -- it's in the written report and then whatever was handed out in terms of an amended report, is that what you're showing me with the green page?

MS. ROSAS: Yeah, it looks like it.

MR. RHODES: So we have any amended as well as the stuff that was included in your original report as originally drafted.

MR. BORNO: I just wanted to highlight that just so we can put it in the report.

MR. RHODES: But to that point --

MS. FERTIG: Can I get -- I want to get a second on this motion and we're going to quickly move one other thing out of order so --

MR. MEDVIN: Second.

MR. MAYERSOHN: I'll second.

MS. FERTIG: We got a second, Bob. Thank you. We got -- actually, we got three seconds, so that's good.

MR. MAYERSOHN: One quick thing is that in reviewing of the policy I would strongly recommend that they look at what Dade County is doing. Recently they had some fraud that was highlighted in the news as well as what Palm Beach County is doing.

MS. FERTIG: Okay. Thank you.

Any other comments or can we vote?

Go ahead.

MR. RHODES: One other thing that seems to be in harmony with what the motion was, would it be possible for Brunson to provide us with an updated version of the report including the updated responses that were provided, individually, so that that would be all in one place with the final record?

MR. BORNO: Yes, we'll do that.

MR. RHODES: Is that okay with everybody on the board?

MS. FERTIG: Yeah.

MS. SHAW: Actually, the amendment to my motion was that this is reviewed -- reviewed sooner versus later.

MS. FERTIG: All right. Is everybody willing to take that as a friendly amendment, that the review occur --

MR. NAYLOR: Timely.

MS. FERTIG: -- quickly?

Okay. All in favor?

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Opposed?

(No response.)

MS. FERTIG: Okay. Thank you so much. And we look forward to future reviews there.

MR. BRUNSON: Thank you.

MR. BORNO: Thank you.

MS. FERTIG: Okay. We are going to, if it's all right, Mr. De Meo has to leave, I'd like to go to number 13, the Behavioral Threat Management - Training Program for the School Year 2025-26.

And who -- who from the District is going to be commenting on this?

Oh, hi.

MS. PRITYKINA: Hi.

MS. SHAW: Madam Chair, while we're getting

**Topic**: Meeting: Date March 10, 2026 - RSBM
Item Number: DD-1
Anthony Brunson P.A. - Audit Report on P-Card Program Review

**Staff Follow Up**: Will the Purchasing Card policy (Policy 3810) come back for rulemaking, and will it include the recommendations in the audit?

**Response**: The Procurement and Logistic Operations Department will submit an updated Policy 3810 later this year that incorporates the Auditor's recommendations.

HH/RJ/JJW:af

Status: SPECIAL ORDER

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | DD. Chief Auditor |
| **DEPARTMENT:** | Auditing |

| | |
|---|---|
| Agenda Item Number: | DD-2. |
| Consent or Open Item: | Open |
| Special Order: | YES |
| Time for Special Order: | 11:00 A.M. |

**TITLE:**

**HCT - Performance Audit Report Deaf & Hard of Hearing Project**
**SPECIAL ORDER - 11:00 A.M.**

**REQUESTED ACTION:**

**Receive HCT - Performance Audit Report Deaf and Hard of Hearing Project.**
**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 Executive Summary.

**EXHIBITS:**

| |
|---|
| Executive Summary |
| HCT DHH Project ONLINE |
| Minutes Excerpt 01-29-26 |
| |
| |
| |
| |

**FINANCIAL IMPACT:**

There is no financial impact to the District.

**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: | Dave Rhodes | Phone: | 754-321-2400 |
| Name: | Mark Magli | Phone: | 754-321-2400 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Senior Leader & Title

David G. Rhodes, Chief Auditor

Signature

David G. Rhodes, Chief Auditor

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dave Rhodes
Title: Chief Auditor
Phone: (754) 321-2400

## EXECUTIVE SUMMARY

Performance Audit Report - Deaf and Hard of Hearing (DHH) Project

**Board Meeting Date:** March 10, 2026

**Requested Action:** Receive the Performance Audit Report of the Deaf and Hard of Hearing (DHH) Project.

**School Board Policy Requirement/Authority:** In accordance with School Board policies and the Office of the Chief Auditor audit plan, performance audits are conducted to evaluate program effectiveness, efficiency, and compliance with applicable policies and procedures.

**Statutory Requirement/Authority:** Florida Statutes, Section 11.45, and School Board governance requirements authorize and support independent performance audits of District programs and operations.

**District-zone Impact:** District-wide.

**Impact of the School Board's Vote:**
**- If the School Board votes "Yes":** The audit report will be formally accepted, and management will proceed with implementing agreed-upon recommendations to strengthen oversight, service delivery, and program effectiveness.
**- If the School Board votes "No":** Acceptance of the audit report will be delayed, potentially postponing corrective actions and improvements identified through the audit process.

**Background/History**
The Deaf and Hard of Hearing (DHH) Project was initiated to enhance accessibility, communication, and safety for Deaf and Hard of Hearing students and staff by installing integrated visual and audio notification systems at four District schools. The project was funded through Capital Fund Amendment #4 and implemented between late 2022 and the start of the 2024–25 school year.

HCT Certified Public Accountants & Consultants, LLC (HCT) conducted a performance audit at the request of the Office of the Chief Auditor (OCA) to evaluate procurement, contract management, financial activity, governance, and project execution. The audit determined that the project was substantially completed, operational, and delivered under the approved budget, with no evidence of fraud or malfeasance identified.

**Alignment to 2027 Goals and Guardrails:** This item aligns with school-focused outcomes through Guardrail 4: Accountability, which includes expectations, evaluation, transparency, and continuous improvement.

**Measurable Outcome(s)/Return on Investment:** Implementation of the audit recommendations is expected to improve program oversight, clarify roles and responsibilities, enhance monitoring of service delivery, and strengthen data-driven decision-making, resulting in more effective use of District resources and improved support for students served by the DHH Project.

The Audit Committee reviewed this report on January 29,2026 and approved transmitting it to the School Board.

**Financial Impact, Funding Source & Budget Status:** The source of funds to perform this audit is the general fund budget allocation of the OCA for awarded contract RFP25-001 Professional Auditing Services. The total cost for this audit was $59,850.

| ACTION | DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT | TERM (months) |
|---|---|---|---|---|---|
| Original spending authority request | 11/13/24 | Yes | General Fund – OCA | $1,755,000 | 32 |
| First Amendment / Renewal – additional spending authority | TBD | No | General Fund – OCA | $ 585,000 | 12 |
| Second Amendment / Renewal – additional spending authority | TBD | No | General Fund – OCA | $ 585,000 | 12 |
| Additional Spending Authority | N/A | N/A | N/A | N/A | N/A |
| **Total Agreement Amount** | — | — | — | **$2,925,000** | **56** |

**Multi-year agreement:** Yes

**Procurement Method:** The audit engagement was conducted in accordance with School Board procurement policies for professional services. HCT was selected as an external audit firm through a competitive solicitation process approved under the District's procurement guidelines.

**Impact on Schools:** The audit findings and recommendations may impact schools that serve students through the DHH Project by improving consistency in service delivery, communication, and program oversight.

**If there is an impact on schools, how will schools be selected/prioritized:** Schools will be impacted based on student enrollment in the DHH Project and identified program needs, with priority given to ensuring equitable and effective services for all eligible students.

**Stakeholder Engagement/ End-User Input:** N/A

**If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:** N/A

**Additional Backup:** N/A

# Performance Audit Report
# January 7, 2026

# Deaf and Hard of Hearing Project

# Broward County Public Schools

**Performance Audit Report**
**January 7, 2026**

## Deaf and Hard of Hearing Project

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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**Independent Accountant's Performance Audit Report**

To: Members of the School Board of
Broward County, Florida

We have performed the procedures enumerated below, which were agreed to by the School Board of Broward County, Florida ("SBBC"), solely to assist the specified parties in evaluating Broward County Public Schools' ("BCPS") Deaf and Hard of Hearing Project ("DHH Project"). BCPS management was responsible for complying with applicable requirements. The sufficiency of these procedures was solely the responsibility of those specified parties. Consequently, we made no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures performed were described on pages 6 through 8, and our findings, observations, and recommendations were presented in the performance audit narrative.

This performance audit engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review, the objective of which would have been the expression of an opinion or conclusion, respectively, on Broward County Public Schools' ("BCPS") DHH Project. Accordingly, we did not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report was intended solely for the information and use of the School Board of Broward County and BCPS's management and is not intended to be and should not be used by anyone other than these specified parties.

*HCT Certified Public Accountants & Consultants, LLC*

Hollywood, Florida
Janaury 7, 2026

West Palm Beach
Phone (561) 655-2664

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Phone (305) 331-8768

Hollywood
Phone (954) 966-4435

# PROJECT STATUS AT A GLANCE

• **Overall Status:** Substantially completed and operational at all four schools
• **Core Objective:** Improve accessibility, communication, and safety for Deaf and Hard of Hearing students and staff
• **Budget Performance:** Project completed under the approved budget
• **Primary Issues Identified:** Governance continuity, contract oversight, inspection documentation consistency, and late specification finalization
• **Risk Level:** Moderate (process and governance related, not safety-critical)

**What Worked Well**

• The selected vendor completed installation work at all four schools before the start of the 2024–25 school year.
• The implemented system expanded visual and audio notification capabilities, directly supporting accessibility and safety goals.
• District leadership demonstrated responsiveness by restructuring Safety Technology oversight and assigning dedicated project management following project completion.

**Key Challenges**

• Departmental restructuring during implementation resulted in fragmented oversight and delayed issue resolution.
• Procurement instruments were segmented across multiple contracts, increasing coordination complexity.
• Inspection and closeout documentation were not consistently consolidated, requiring manual reconciliation.
• System specifications evolved during implementation rather than being fully finalized during project planning.

**Why This Matters**

While the DHH Project ultimately met its functional objectives, the issues identified increased administrative burden, extended timelines, and created avoidable risk. Addressing these process gaps will improve delivery efficiency and accountability for future Districtwide technology initiatives.

**What Leadership Should Do Next**

- Formalize centralized governance for multi-site safety and technology projects
- Require consolidated closeout and inspection documentation packages
- Finalize system classifications and specifications before procurement
- Align procurement strategies to reduce vendor handoffs

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**DHH Project – Key Takeaways**

- Accessibility Impact: Meaningful improvement for Deaf and Hard of Hearing students
- Compliance: No evidence of fraud or malfeasance identified
- Financial Outcome: Favorable variance below the approved budget
- Primary Improvement Area: Project management and documentation practices

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# BACKGROUND:

## Project Overview

The Deaf and Hard of Hearing (DHH) Project was initiated to enhance accessibility, communication, and safety for students, staff, and visitors who are Deaf or Hard of Hearing across four Broward County Public Schools: South Plantation High School, Tropical Elementary School, Seminole Middle School, and Peters Elementary School.

The project involved the installation of integrated visual and audio notification systems designed to support instructional environments and emergency response protocols. These systems were intended to supplement existing infrastructure while aligning with applicable building, fire, and accessibility requirements.

## Project Drivers

The DHH Project was driven by the District's commitment to inclusive learning environments and compliance with accessibility standards. Prior assessments identified the need for improved visual notification capabilities to ensure equitable access to safety and communication systems.

## Project Objective

The Deaf and Hard of Hearing (DHH) Project was designed to enhance the safety and communication systems within four schools serving the DHH population. This section outlines the project's history, status during the engagement, and planned deliverables, ensuring stakeholders are informed and aligned with the project's objectives and expected outcomes.

## Project Description

Traditional communications systems were inadequate in serving the needs of DHH students and staff, who required visual alerting and notifications that were uncommon in most school-based intercom systems. The DHH Project was intended to deploy a visual notification system based on the Audio Enhancement EPIC System (Education Paging & Intercom Communications). The system combines networked Infoview displays installed in classrooms and common areas and provides staff with configurable means to communicate visually with stakeholders. Four schools that specialized in serving DHH students were included in the project scope:

- South Plantation High School
- Tropical Elementary School
- Seminole Middle School
- Peters Elementary School

## Assumptions and Constraints

The project was initiated after funding was procured and appropriate procurement protocols were executed. BCPS user and stakeholder groups were actively engaged in the project. Delivery of key milestones was contingent on the design documents and specifications meeting BCPS Building and Pre-Construction Department criteria.

BCPS was responsible for managing all phases of the project, including primary and secondary vendor work and coordination. All work is subject to permitting and inspection requirements under the District's Authority Having Jurisdiction (AHJ).CAP Government, a private vendor, was retained to support documentation of plan review, permitting, and inspection record keeping; however, BCPS remained the AHJ that approved or failed inspections.

## Project History

The DHH Project suffered from the same impediments similar to those observed in other communication systems in the District, including shifts in direction, priorities, and the classification of the work. These factors, along with procurement and bidding process issues and significant staffing changes, contributed to the challenges encountered during implementation.

## Historical Timeline

The DHH Project progressed from initial planning in late 2022 through system activation before the start of the 2024–25 school year. While early phases advanced efficiently, later stages were affected by organizational restructuring, evolving system classifications, and coordination challenges across multiple contracts.
Despite these challenges, all four schools achieved operational readiness before the beginning of the academic year, allowing the District to meet its core accessibility and safety objectives.

## Key Milestones

- Initial project planning and needs assessment
- Procurement of equipment and installation services through multiple contracts
- System installation at all four school sites
- Inspections, testing, and operational activation

Detailed chronological activity logs and vendor-specific timelines are retained in the appendices for reference.

- Dec 2022
    - ITB-FY23-016- Audio Visual Products, Installation & Computer Peripherals was brought to the board, and Phase I – Alertus – Laptop Alert System was completed under the supervision of the Chief Fire Official and the newly assigned Safety Technology Team.
    - SSEP/IT Divisions' Leadership transferred supervision of the DHH Project from the SSEP-Chief Fire Official Department to the IT- Safety Technology Unit. Task Assigned Building Official/ Assistant Chief Building Official September 2020 to 2023 Perla Tarrau-Ayala.
    - The Safety Technology Unit (newly assigned team) completed the Alertus installation in 3.5 weeks without permit requirements, following the direction of the Chief Fire Official.
- Jan 2023
    - Phase II shifted to the Audio Enhancement system, transitioning to an audio and visual alerting approach.
    - Under the District's Audio and Visual device specifications, the vendor provided devices intended to enhance audio and visual alerting for DHH students and staff at the four DHH school sites.
    - The Safety Technology team received pre-existing project device placement designs from the Chief Fire Official.

- Feb 2023
    - Safety Technology reviewed pre-existing design layouts that had been reviewed by the BCPS Chief Fire Official and submitted for vendor proposals utilizing OO-17.ITB-FY23- 016 – Audio Visual Products, Installation & Computer Peripherals.
- Mar 2023
    - Capital Fund Amendment #4 appropriated $2.454.574 for phase 2 of the DHH Audio Visual Enhancement Project and $500,000 for site cleanup at Peters Elementary School.
    - A procurement issue was identified, as the procurement instrument covered equipment purchases but did not cover installation services for audio, visual or intercom components.
- May/June 2023
    - Device design work was completed
    - Two key BCPS project team members resigned
    - Through Summer 2023: Safety Technology functions sat under the IT Security Department, led by Teresa Macri.
    - Summer 2023: Teresa Macri was non-renewed; the IT Security Department was dissolved; Safety Technology moved under the Department of Infrastructure Services, led by Jason Greenberg
- July 2023
    - Bid FY24-075- Intercom, Master Clock, Sound System, Equipment Parts & Accessories was released to support intercom installation services.
- August 2023
    - The Audio Enhancement portion of the project sought a

specification revision from Pre- construction to reclassify the system from Emergency Communications to Intercom.

- September 2023
  - Existing BCPS Intercom Specifications did not support IP-Based intercom system; and several requirements in the specification were not valid for the DHH Project scope.
    - The Chief of Safety and Security and the Chief of Information and Technology met with Pre- Construction to discuss concerns and request new specifications for IP- Based systems
  - Pre-construction allowed modified vendor design submission under the existing specifications.
- Safety Technology Intercom Project Manager resigned
- November 2023
  - The first modified permit issued by the Building Department for partial DHH work
  - Installations begin at South Plantation High School
- December 2023
  - The BCPS Chief Building Official/Chief Fire Official (dual role at the time) added a Fire relay requirement to the scope, and the first permit was approved.

- March 2024
  - Installations at South Plantation reached approximately 90% completion.
    - A Fire panel error from AECOM previous work required remediation; AECOM coordinated resolution efforts with Bass- United Fire & Security Systems.
  - The Safety Technology team began facilitating updated IP-based Intercom specifications.
  - The Safety Technology Team received the Tropical Elementary School permit, and electrical work began
- April 2024
  - The updated IP-Based Intercom Specification ("27 5123.55-Educational Intercom-Program Systems") was released by the Pre-construction. Safety Technology facilitated the development process in approximately 3.5 weeks.
  - Electrical work was completed at Tropical Elementary School, and cabling work reached approximately 67% completion.
- May 2024
  - Site walks were conducted for Peters Elementary School and Seminole Middle School to develop design layouts.
- Summer 2025 (effective 07/01/2025): Safety Technology (Lynn Moscoso's team) moved from Infrastructure Services to Safety & Security Operations (my department) under SSEP.

## High-Level Requirements

The following were the major attributes of the DHH Project-

A. **Empowered Learning:** Enhanced audio and visual technology in classrooms, media centers, and common areas, improving learning outcomes for students.
B. **Equity:** Enhanced educational and safety equity for DHH students and staff.
C. **Supported Safety:** Provided a discreet SAFE (Signal Alert for Education) alert notification system that enhanced safety response to requests for assistance (Call for Assist).
D. **Classroom Audio:** Provided advanced networked speakers to enhance learning via microphones and other audio devices, such as smartboards.
E. **Teacher Microphone:** Provided a teacher-wearable microphone that allowed the teacher's voice to be heard throughout the learning environment.
F. **Handheld Microphone:** Distributed students' natural speaking voices throughout the classroom more evenly.
G. **School-Based System Monitoring/Customization:** Offered a web-based portal for school interaction and customization of communication and alerting functions.
H. **Customization of Bells:** Allowed authorized personnel to set up customized bell schedules and prerecorded audio alerts.
I. **Paging:** Enabled scheduled announcements to select classrooms or hallways.
J. **Intercom:** Where applicable, provided full-duplex, hands-free intercom functionality between administrative offices and classrooms.
K. **Visual Messaging:** Allowed the broadcast of alerts and events school-wide or to select classrooms through a visual messaging system.
L. **Remote Technical Support:** Enabled remote technical and service support provided by District staff (triaging/first-tier customer service).
M. **Integration:** Used IP-based technology that integrated with other systems.
N. **Training:** Provided technical training to District technology teams and school-based training for functional users.

## Event-Driven Project Plan and Milestones

Each project involved a series of events that were dependent on one another and required significant coordination between BCPS departments, schools, and multiple vendors. Each phase depended on the completion of the previous phase. While efficiencies could be leveraged with multiple similar schools, the unique nature of each location and limited storage space require just-in-time ordering for equipment and supplies.

Completion of each stage established project milestones. Detailed work streams are managed by the individual vendors and SBBC to ensure coordination of resources and adherence to policies and procedures.

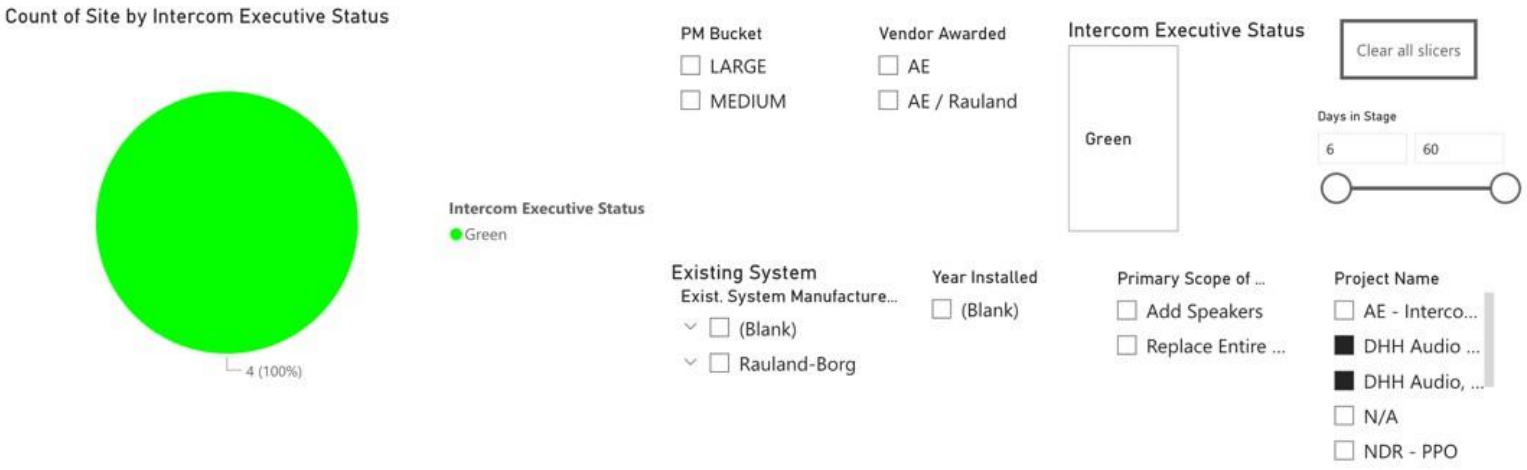


## Communications Plan

Project status is reported to executive leadership via a dashboard that was updated daily and reflected green, yellow, or red status codes to indicates action levels needed to clear obstacles.

Weekly updates are provided to ESE Stakeholders via Teams Meetings; updates to the Superintendent and school leadership were provided via email. Monthly updates were translated into multiple languages and distributed to school stakeholders, including DHH parents and community.

*Figure 1 - Executive Dashbo*

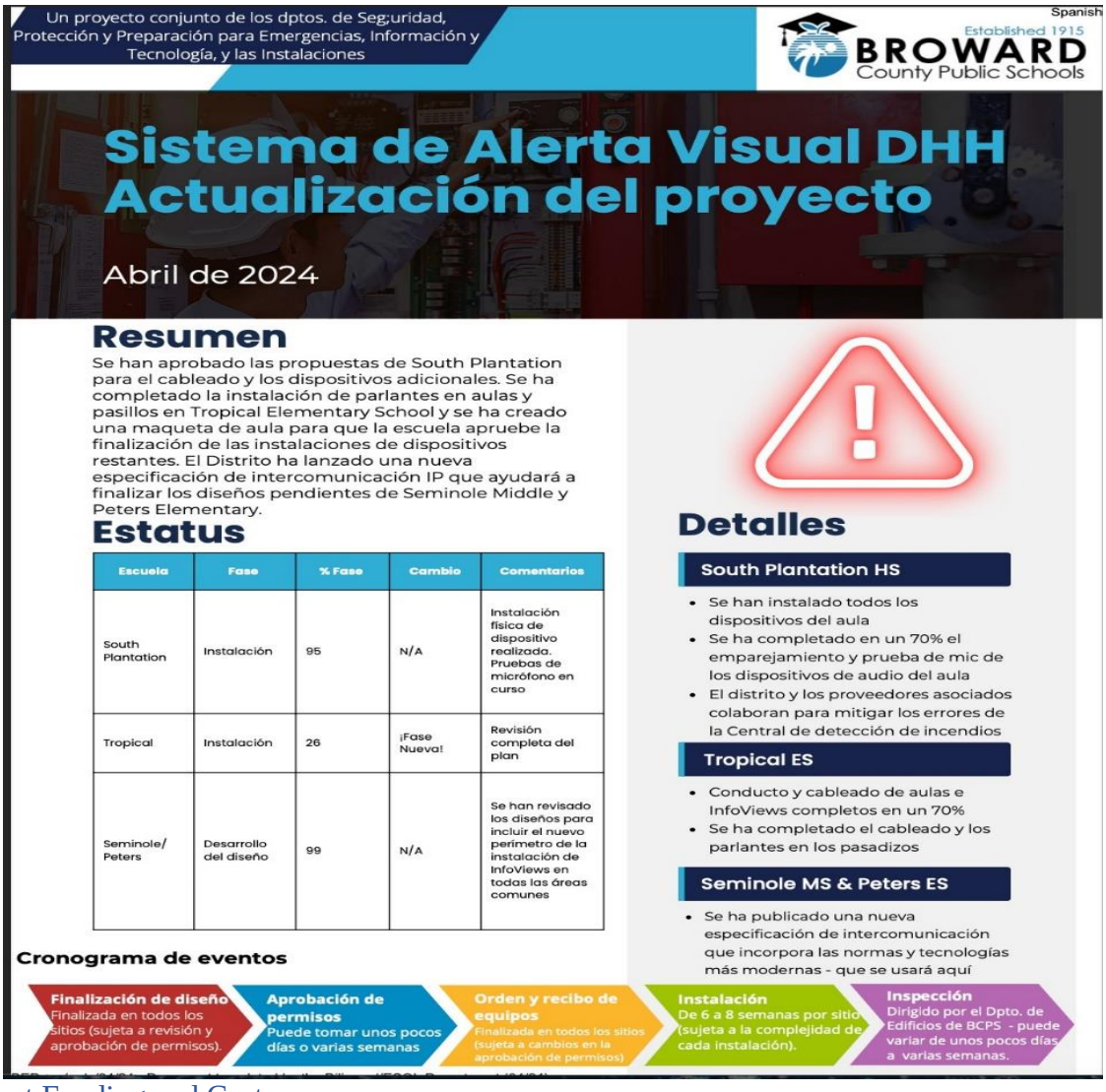



| Priority | Site | Intercom Executive Status | PM Bucket | Project Name | Project Stage | Days in Stage | Reason for Project Delay | Vendor Awarded | Date PO Cut to Intercom Vendor |
|---|---|---|---|---|---|---|---|---|---|
| 51 | PETERS ELEMENTARY | Green | LARGE | DHH Audio, Visual, Intercom Project | Site Walk | 6 | Site Walk to update designs before submitting for permitting is Thursday, 05/09/24. Safety Tech Team is also concurrently working on compiling peripheral vendor proposals. Peters was reprioritized over Seminole. Now is #51 vs. #53. | AE | |
| 52 | SOUTH PLANTATION HIGH | Green | MEDIUM | DHH Audio & Visual (NO INTERCOM) / ALSO Rauland - Intercom Enhancements Continuation Project | Installations Started | 60 | DHH Project Portion: Cabling completeed, Site walk to confirm proper installation is ongoing. Pending is SSEP Delivery of SAO FIRE SCOPE UNIFIER AND FIRE RELAY. They remain on proposal development status.) | AE / Rauland | |
| 53 | SEMINOLE MIDDLE | Green | LARGE | DHH Audio, Visual, Intercom Project | Design Review - Intercom | 60 | PENDING: Postponed site walk to complete design due to reshift of Peters ES as priority site over Seminole (Seminole is #53 vs. #51). Seminole Site walk will follow Peters, Date is TBD. | AE | |
| 54 | TROPICAL ELEMENTARY | Green | LARGE | DHH Audio, Visual, Intercom Project | Electrical / Cabling In Progress | 60 | ETA for IT Project portion completion is 06/30/24. | AE | |

School Status Report - 05/13/2024 (Weekly update example)

| School | Status | Details | Target date |
|---|---|---|---|
| South | Installation (96%) | Waiting on fire relay/alarm | |
| Tropical | Installation (50%) | Electrical/Network cabling | |
| Seminole | Design Completion | Site walk scheduled | |
| Peters | Design Completion (99%) | Site walk done, preparing to submit for permit | Complete by |

Monthly Spanish – Example of Community Communication.




## Project Funding and Costs

Original Budget - $2.5 M (Audio and Visual Devices, Infrastructure Upgrades Only - Capital Funding for DHH project $2,454,574).

## Project Stakeholders

### Executive Sponsors

Jaime Alberti, Safety, Security & Emergency Preparedness

Dr. Josiah Phillips, Information Technology

### Business Process Owners

James La Rosa, Director, Safety and Security Operations

Nathan Sade, Chief Fire Official

### Stakeholders

Diane Eagen, Executive Director, Exceptional Student Education

Andrea Ciotti, Director, Specialized Instruction

Jacqui Luscombe, ESE Chair, ESE Advisory Group
South Plantation High School Students and Staff

Tropical Elementary School Students and Staff

Peters Elementary School Students and Staff

Seminole Middle School Students and Staff

### Project Director

Manuel Castañeda, Information Technology

### Project Managers, BCPS

Lynn Moscoso, Safety Technology

Michael Torres, Safety Technology

Kevin Yoder, Infrastructure Services

### Project Managers, Vendor Partners

Bill Calder, Audio Enhancement

Adrian Curbelo, AGC Electric

Brad Higdon, BASS-United Fire & Security Systems

## Scope

The scope of this review focused on the Deaf and Hard of Hearing (DHH) Project and related installation work performed at Tropical Elementary School, Seminole Middle School, Peters Elementary School, and South Plantation High School. The scope included the review of internal communications, procurement activities, design layouts, demonstrations, permitting and inspection documentation, and financial verification.

The scope did not constitute an examination, audit or compliance review, and no opinion or conclusion was expressed. The procedure performed were limited to those agreed upon by the School Board of Broward County.

## Source Documentation

Source documentation included purchase orders, invoices, payment records, Board agenda materials, email communications, demonstrations and layout documents, permitting and inspections records, and interviews with BCPS personnel. Documentation was provided and reviewed for the purpose of confirming Project activities.

## Approach

Our engagement was conducted in accordance with the applicable professional standards promulgated by the American Institute of Certified Public Accountants (AICPA). These standards require that an AICPA member have the professional competence to perform the engagement and exercise due professional care during the performance. These standards were followed during our engagement.

We confirm that the authors and other professional staff involved in preparing this report acted independently and objectively. Fees for this engagement were based on the professional time expended and were not contingent upon the final results, conclusions, or resolutions. Using the data provided, we performed the procedures enumerated in our engagement letter, dated January 9, 2025, as delineated in the performance audit objectives.

We applied various commonly used auditing techniques to the provided data to identify findings, observations, and areas of noncompliance with BCPS policies. These techniques and the identified observations, findings, and noncompliance are outlined within the performance audit report.

**Expert Qualifications**
HCT holds an active license in the State of Florida and maintains good standing with the Florida Board of Accountancy to practice public accounting. HCT meets the independence standards as defined by generally accepted auditing standards. All HCT key audit personnel assigned have completed the number of required hours of Continuing Professional Education (CPE) for CPAs engaged in governmental auditing, pursuant to Florida Statute 473.312 and Governmental Auditing Standards (Yellow Book). HCT is a member of the AICPA *Governmental Audit Quality Center*.

**Roderick Harvey CPA, CVA**
Roderick Harvey has over 30 years of experience in public accounting with governments and nonprofit organizations, primarily in the areas of management consulting, auditing, and attestation services. He is the managing partner of HCT and has worked with multiple municipalities, school districts, federal agencies, the State of Florida, and special taxing government agencies. Mr. Harvey is experienced with over 170 municipalities, authorities, and districts.

**HCT Auditing Staff**
Our auditing staff members have over 110 years of combined experience in conducting SOX internal controls and operational audits at governmental entities and business organizations.

# PERFORMANCE AUDIT OBJECTIVES

**Purpose:** The School Board of Broward County, Florida (the "SBBC"), Office of the Chief Auditor, engaged HCT Certified Public Accountants & Consultants, LLC ("HCT") to complete a performance audit on procedures related to the District's DHH Project.

The scope of the engagement specifically focused on 4 District schools that needed visual aids and intercom enhancements. The hired contractor performed audio and visual enhancements at each of the 4 selected schools. The specified objectives of the engagement were as follows:

1) Review the three (3) associated solicitations and contracts for the DHH project.
2) Perform Reconciliation of the three (3) solicitations and contracts to the verifiable deliverables in accordance with the project completion dates.
3) Evaluate and report on the voter-approved SMART GOB dollars that were used in the project funding allocation to the total expended funds for the DHH project.
4) Evaluation of cost and time variances for the DHH projects, considering project components completed and project components in progress from commencement to the period ended May 31, 2024.
5) Determination of the improved or built state-of-the-art visual notification systems using the EPIC System and information regarding the number of these stations at four (4) Schools.
    a. South Plantation High School
    b. Tropical Elementary School
    c. Seminole Middle School
    d. Peters Elementary School
6) Verification of the total amount paid from District funds for construction.
7) Verification of the total amount paid from District funds to vendors/suppliers.
8) Verification of whether IP or analog technology is being achieved.
9) Determination of the DHH project timeline at commencement as compared to the actual performance timeline for the DHH project.
10) Determination of the economic impact of the DHH project delays.
11) Review the IT department and/ or Safety and Security office's comprehensive contract reporting and monitoring system for evaluating the effectiveness of the DHH project.
12) Review how the DHH project goal setting was established and monitored for each project component.
13) Review a sample of the DHH Project contracts recently completed or in progress to ascertain whether the substance and intent of the EPIC installation is being achieved.
14) Determine the extent to which vendors that have been vetted and approved by The Office of Procurement were able to successfully complete the project with the District as a contractor or subcontractor.
15) Determine what procedures are in place to verify:
    a) that the work performed by the prime and/or subcontractors was performed

for the goods and services stipulated in the contract and/or invoice.

b) that the goals for vendors are included in the contracts and monitored for compliance.
c) that prime contractors promptly and/or timely pay their subcontractors for contracts; and
d) that there are consequences for contractors' and subcontractors' noncompliance.

16) Evaluate the three (3) associated contracts internal control weaknesses that may lead to fraud or malfeasance
17) Interview and discuss the DHH project and the EPIC system installation with the IT Department, Safety and Security Department, and the Current or Former Chief Fire official. The discussion and evaluation will be about:
    a. Vendor selection and vendors' ability to perform the DHH project steps timely;
    b. Preexisting project designs and if any changes to the project design, whether implemented or not, caused DHH project delays;
    c. Use of any private vendor(s) for permitting and the extent of such private vendor(s) in the permitting process;
    d. Any procurement problems discovered, the procurement instrument employed for the purchasing of goods and services for the DHH project;
    e. The procurement instrument employed to cover the audio-visual device or intercom installation;
    f. If any project changes were put forth seeking specification revisions during preconstruction to reclassify the DHH project from EPIC to an Emergency Communication System (ECS).
18) On-site visits to the four schools to evaluate, determine, and inspect the progress of the EPIC systems at
    a. South Plantation High School
    b. Tropical Elementary School
    c. Seminole Middle School
    d. Peters Elementary School
19) Review and analyze Federal, State, and BCPS procurement and policy requirements that are related to the DHH project.
20) Evaluate, assess, and report on prime vendors' purchases of devices (IP or analog) mapped against the DHH project progress.
21) Determine and report if any excess equipment was ordered for the DHH project and the subsequent billing to BCPS for excess and/or ancillary equipment related to the DHH project.

# FINDINGS AND OBSERVATIONS

## *Performance Audit Findings*

Finding #01: **Contract Management Oversight Was Not Assigned**

**Condition-** Contract management oversight was not reassigned following restructuring during the DHH Project

**Effect –** The absence of contract oversight increased the risk of coordination inefficiencies and contributed to delays in resolving project-related issues.

**Cause –** Departmental restructuring occurred during the project, but contract management responsibilities were not reassigned.

**Criteria –** Contract administration and project coordination functions were required to be assigned and maintained to support vendor performance and installation activities. Under Florida Statutes Chapter 1001, school boards were authorized to adopt policies governing procurement, contract administration, and project execution. District procurement and contract administration policies require scope coordination and assignments responsibility. Projects involving electrical, fire alarm, and audiovisual system installations require coordination with the Authority Having Jurisdiction (AHJ) for plan review, permitting, inspections, and final acceptance under the Florida Building Code (Florida Statutes Chapter 533)

**Recommendation –** Assign contract management oversight during departmental restructuring to support coordination between vendors and the AHJ during plan review, permitting, inspections, and acceptance activities in accordance with Florida Building Code requirements.

**Management Response -** We concur with the finding. During the time this project was executed, Safety Technology responsibilities shifted across departments, resulting in fragmented oversight and increased risk of coordination gaps. Since the completion of this project, the District has reorganized Safety Technology under the Safety and Security organization to establish unified command and clear accountability for safety technology projects. A dedicated project manager has been assigned to oversee intercom-related projects moving forward, with defined ownership and coordination expectations across stakeholders. These changes are intended to ensure consistent oversight and reduce the likelihood of similar issues on future projects.

**Office of the Chief Fire Official Response**: The Office of the Chief Fire Official acknowledges the observation; however, contract management and assignment of contract administration responsibilities fall outside the scope of this office. The Authority Having Jurisdiction's (AHJ) role is limited to plan review, permitting, inspections, and code compliance verification, while contract administration and project oversight are governed by District procurement and project management functions. Accordingly, no corrective action is required by the Office of the Chief Fire Official.

Finding #02 **Audio Degradation at South Plantation High School**

**Condition-** Reduced audio fidelity was noted during a site visit at South Plantation High School. No maintenance plan had been established for system components.

**Effect –** Audio distortion limited the instructional and accessibility benefits intended for Deaf and Hard of Hearing students and staff.

**Cause –** Maintenance responsibilities had not been defined, and no operational lifecycle plan was established for the system.

**Criteria –** Audiovisual notification and emergency messaging systems installed within educational facilities were required to meet operational performance, integration, and emergency messaging standards. Under the Florida Fire Prevention Code, fire alarm and notification appliance performance requirements adopted NFPA standards for operational messaging notification integration. The Florida Building Code (Chapter 553, F.S.) and the AHJ had authority to verify operational readiness during inspections and final acceptance. Educational facilities were further subject to performance and system integration requirements under the State Requirements for Educational Facilities (SREF)

**Recommendation –** Define maintenance responsibilities and operational lifecycle controls to ensure audio components remain functional and aligned with AHJ performance expectations and Florida Building Code requirements.

**Management Response** – We concur with the finding. Following project completion, audio quality concerns at South Plantation HS were brought to our attention. With Safety Technology now aligned under the Safety and Security organization, a dedicated project manager engaged directly with the school, stakeholders, and the appropriate vendor(s) to assess system performance and coordinate corrective actions to restore expected functionality. In addition, the District has implemented a centralized service request/ticketing process (Incident IQ) that allows schools to report system issues, which are triaged by the Safety Technology team and routed to the appropriate project manager for resolution. These actions strengthen ongoing support and help ensure sustained system performance.

**Office of the Chief Fire Official Response:** The Office of the Chief Fire Official acknowledges the observation; however, post-acceptance system performance, maintenance, and lifecycle management of audiovisual and instructional systems fall outside the scope of this office. The AHJ's authority is limited to code compliance review, inspection, and acceptance at the time of permitting and final inspection. Accordingly, no corrective action is required by the Office of the Chief Fire Official.

Finding #03: **Use of Multiple Procurement Vehicles Increased Complexity**

**Condition-** Six procurement vehicles were utilized to support the DHH Project

**Effect –** Use of multiple solicitation instruments (FY23-016 / FY23-061 / FY23-185 / FY24-075 / FY21-188 and FY22-026) increased the complexity and contributed to coordination challenges.

**Cause –** Procurement scope alignment for equipment procurement versus installation services required more than one solicitation instrument during the project.

**Criteria** – Under **Florida Statutes Chapter 1001**, School Boards were authorized to adopt procurement policies governing acquisition and contract administration. District procurement policy required alignment between equipment procurement and installation services to support project execution. Installation of electrical, fire alarm, and audiovisual components required coordination with the AHJ for permitting, plan review, inspections, and acceptance under the **Florida Building Code (Chapter 553, F.S.).** BCPS policy 3320, part 6, applies to IT purchases.

**Recommendation –** Align procurement instruments for equipment and installation services to support coordinated plan review, permitting, inspections, and system acceptance activities in accordance with Florida Building Code requirements

**Management Response** - We concur with the finding. The DHH Project required multiple solicitation instruments and vendors to support districtwide delivery of distinct components (e.g., equipment, cabling/installation support, and permitting/inspection coordination), which increased coordination requirements and created added complexity during execution. At the same time, the use of specialized vendors reflects how the District delivers these services across multiple sites to ensure work is performed to specification and in accordance with applicable requirements.

Going forward, we will strengthen project planning and coordination when multiple instruments are necessary, and we are also moving, where appropriate, toward more turnkey delivery models that place greater end-to-end responsibility on a primary vendor for defined project scopes. This is intended to simplify coordination, improve accountability, and reduce the risk of handoff-related issues on future projects.

**Office of the Chief Fire Official Response:** The Office of the Chief Fire Official acknowledges the observation; however, procurement strategy, solicitation selection, and contract structure are outside the scope of this office's responsibilities. The AHJ's role is limited to code compliance review, inspections, and final acceptance. Accordingly, no corrective action is required by the Office of the Chief Fire Official.

Finding #04: **Inspection Documentation and Final Acceptance**

**Condition**- Inspection documentation reflected variability in outcomes across participating schools and did not include consolidated records to verify inspection closure and final acceptance for all DHH project sites. The CAP Government inspection extract provided for audit review did not include itemized inspection outcomes for South Plantation High School and did not reflect a passing fire inspection for Peters Elementary School within the extract period reviewed.

Supplemental documentation provided outside of the CAP Government extract reflected that South Plantation High School achieved an electrical final passing inspection on November 3, 2023; however, additional conditional electrical inspections continued into 2025. These supplemental inspection records were not included within the CAP Government extract nor presented as a unified acceptance package for the DHH project.

In correspondence with CAP Government regarding Peters Elementary, CAP clarified that a final fire inspection had not yet been scheduled and indicated that closure activities remained contingent on contractor inspection requests. This correspondence confirmed that final acceptance could not be verified through the documentation provided for audit review.

**Effect-**Without a consolidated acceptance package, closure, and compliance status, required manual reconciliation across multiple record sources, including CAP Government documentation, supplemental AHJ records, and vendor communications. Contractor-driven scheduling dependencies further delayed closure verification and increased the administrative burden associated with confirming corrective action outcomes and life-safety compliance.

**Cause-** Documentation workflows between CAP Government, the District's AHJ, project vendors, and internal departments did not yield a unified inspection and acceptance record for all participating schools. Final inspection and acceptance activities for Peters Elementary remained dependent on contractor action, and inspection activity for South Plantation extended beyond the final pass indicated in supplemental records, necessitating additional reconciliation.

**Criteria-** Inspection and acceptance documentation were required to be maintained for projects involving electrical, fire alarm, and audiovisual systems subject to AHJ plan review, permitting, inspections, and acceptance. System acceptance activities were subject to the Florida Building Code (Chapter 553, F.S.), Florida Fire Prevention Code (NFPA-adopted), and State Requirements for Educational Facilities (SREF). Procurement and project execution were further subject to School Board Policies under Florida Statutes Chapter 1001.

**Recommendation-** Maintain a consolidated inspection and acceptance documentation record to verify compliance, corrective action closure, and AHJ acceptance consistent with Florida Building Code requirements.

**Management Response -** We concur with the finding. The audit identified that closeout documentation and acceptance records for the DHH Phase II work were not consistently consolidated in a single, readily retrievable acceptance package for review, and documentation was maintained across multiple parties and locations. The District's focus during the execution period was ensuring the systems were operational for the school year; however, the closeout/acceptance documentation was not packaged and retained in a standardized way that supports efficient verification after the fact.

Going forward, the District will seek to require a standardized closeout/acceptance package for multi-site safety technology projects that includes permitting/inspection outcomes, supporting closeout artifacts (as-builts/turnover materials, training, warranties as applicable), and final acceptance confirmation in a centralized repository. This process will be coordinated with the permitting/inspection agent and internal stakeholders to ensure consistent documentation retention and retrieval. In addition, under current Safety Technology oversight, we will work with the responsible parties to compile and reconcile remaining closeout documentation for this project to the extent available.

**Office of the Chief Fire Official Response**: The Office of the Chief Fire Official acknowledges the observation; however, final inspection documentation and acceptance are issued only after a project is complete and all required inspections have been requested, performed, and passed. At the time of the audit review, the referenced DHH project sites had not achieved final completion; therefore, final acceptance documentation could not be issued. This reflects project status and inspection sequencing, not a deficiency in inspection or documentation procedures.

**Finding #5- Specification and Classification Sequencing**

**Condition-** DHH system specifications and system evolved during implementation rather than during the initial project planning, procurement, and permitting.

**Effect-** Late system classification contributed to reactive specification adjustments, additional coordination between vendors and the Authority Having Jurisdiction (AHJ), and delays associated with integration and acceptance activities.

**Cause-** Maintain a consolidated inspection and acceptance documentation record to verify compliance, corrective action closure, and AHJ acceptance consistent with Florida Building Code requirements.

**Criteria-** System classification and specification requirements were required to be established during planning to support procurement alignment, plan review, permitting, inspections, and acceptance. Under Florida Statutes Chapter 1001, School Boards were authorized to adopt procurement and contract administration policies. System installations required permitting and acceptance by the AHJ under the Florida Building Code (Chapter 553, F.S.), the Florida Fire Prevention Code (NFPA-adopted), and educational facility requirements under the State Requirements for Educational Facilities (SREF)

**Recommendation-** Establish system classification and specification requirements during planning to support coordinated procurement, permitting, integration, and acceptance activities consistent with AHJ expectations and Florida Building Code requirements.

**Management Response** -We concur with the finding. The project required adjustments during implementation to align system requirements, integration needs, and acceptance expectations, rather than having all specifications and classification fully finalized at the outset. This was influenced in part by the complexity of deploying newer technologies into legacy school environments and integrating with existing building systems. Going forward, the District will strengthen upfront planning for similar projects by confirming system classification and integration requirements prior to procurement and installation, including coordination with relevant stakeholders for permitting and acceptance. We will also apply standardized configuration and installation procedures and require pre-install validation of site conditions to reduce the need for field changes, minimize rework, and support more predictable closeout.

**Office of the Chief Fire Official Response:** The Office of the Chief Fire Official acknowledges the observation; however, original system specifications and classification decisions for the DHH Project were established during initial planning and procurement phases prior to the current Chief Fire Official's tenure. A few months after assuming the role, this office assisted in developing District-wide intercom system design standards to improve consistency for future projects; these standards were not project-specific and were not applied retroactively. Accordingly, no corrective action is required by the Office of the Chief Fire Official.

**Finding #6- Governance and Organizational Continuity**

**Condition**- Leadership transitions occurred during the DHH Project across IT, Safety, and building functions without the establishment of a unified governance framework to support continuity of execution.

**Effect-** Transitions increased reliance on cross- department coordination, created procedural inefficiencies, and required vendors to reconcile scope and requirements during active implementation.

**Cause-** Departmental leadership transitions occurred during the DHH Project across Information Technology, Safety Technology, and Building functions without the establishment of a centralized governance structure or formal transition plan to maintain continuity of oversight, decision-making authority, and project execution responsibilities.

**Criteria-** Governance and administrative oversight for educational capital projects were required to support continuity of execution, procurement alignment, permitting, and acceptance. Under Florida Statutes Chapter 1001, School Boards were authorized to adopt policies governing procurement and project administration. Projects involving electrical, fire alarm, and audiovisual systems were subject to plan review, permitting, inspection, and acceptance by the AHJ under the Florida Building Code (Chapter 553, F.S.) and State Requirements for Educational Facilities (SREF)

**Recommendation-** Establish centralized governance to support continuity of execution during restructuring and ensure coordinated procurement, permitting, and acceptance activities under applicable requirements.

Management Response - We concur with the finding. The project period included leadership transitions across involved functions, which increased the importance of continuity practices and clear, consistent ownership below the executive level to maintain momentum and coordination.

Going forward, the District will strengthen governance and continuity for safety technology capital projects by formalizing project ownership and continuity at the operational level, including the use of dedicated project managers for major efforts and defined roles/responsibilities to sustain oversight through leadership changes. In addition, we will ensure appropriate cross-training and stakeholder visibility so subject matter experts maintain engagement and continuity across project phases. These actions are intended to support consistent execution, coordinated closeout, and improved accountability on future projects.

**Office of the Chief Fire Official Response:** The Office of the Chief Fire Official acknowledges the observation; however, governance structure, contract management, procurement methods, and maintenance oversight fall outside the scope of the AHJ. The AHJ's responsibilities are limited to plan review, permitting, inspections, and final acceptance in accordance with applicable codes and standards. Accordingly, no corrective action is required by the Office of the Chief Fire Official.

## *Performance Audit Observations*

Observations - ***None Noted***

# SUMMARY OF INTERVIEWS CONDUCTED:

**Interview with BCPS Chief Fire Official Nathan Sade**

We interviewed Mr. Sade on December 18th, 2025. At the time of the interview, Mr. Sade served as the Chief Fire Official for Broward County Public Schools (BCPS). Several former Fire Officials were involved with the DHH project during the planning, commencement, and execution phases. Those former fire officials included -

- **March 2021 – February 2023:** Task Assigned Chief Fire Official — **Matthew Decker**
- **February 2023 – January 2024:** Task Assigned Chief Fire Official — **Kim Luke**
- **January 2024 – 01/02/2024:** Task Assigned Chief Fire Official — **Perla Tarrau-Ayala** *(short-term coverage between Nathan being hired and his actual start date)*

Mr. Sade stated that he began his employment with BCPS on January 3rd, 2024, as the permanent chief fire official. He discussed permitting for the DHH Project and stated that the Fire Officials Department retained CAP Government to manage permitting. We obtained the BCPS contract with CAP Government for this engagement.

Based on our inquiry, Mr. Sade stated that the DHH Project was not an Emergency Communication System (ECS). He stated that the DHH project was an intercom system that required integration with fire intercom and fire alarm systems. He explained that the intercom components functioned as secondary to the fire alarm system, which is primary

Mr. Sade stated that the DHH project required an additional fire alarm relay. The relay shuts down non- essential audio and visual tones when the fire alarm is activated, ensuring that the fire alarm remained primary for emergency directives.

Mr. Sade reviewed DHH Project specifications for BCPS. When asked about his firsthand evaluation of installations, Mr. Sade stated that he had not evaluated any of the DHH school sites that installed the audio enhancement system.

## Interview with Marc LaFerrier, Consultant CAP Gov

We communicated with Mr. LaFerrier, Operations Director for CAP Government. He stated that CAP Government provided Florida Building Code (FBC) and State Requirements for Educational Facilities (SREF) compliance activities for the DHH Project under the Authority Having Jurisdiction (AHJ), BCPS Chief Building Official, Ms. Tarrau-Ayala. He stated that CAP Government performed plan review and inspection activities for Tropical Elementary School, Peters Elementary School, and Seminole Middle School.

## Interview with BCPS Perla Tarrau-Ayala, Chief Building Official

We communicated with Ms. Tarrau-Ayala. She stated that the Building Department conducted plan review for South Plantation High School (ISS #24935), received October 27, 2023, and permitted on October 31, 2023. She stated that subsequent plan changes and inspections were managed by CAP Government.

| | PermID | PRID | Discipline | Status | Phase | Date Rec by Dept | BD PR Complete | Drawings>Consult>PM>BD |
|---|---|---|---|---|---|---|---|---|
| | 24935 | 54388 | Building | Approved | 100R01 | 10/27/2023 | 10/31/2023 | |
| | 24935 | 54389 | Electrical | Approved | 100R01 | 10/27/2023 | 10/31/2023 | |
| | 24935 | 54393 | Fire Safety | Approved as Noted | 100R01 | 10/27/2023 | 10/31/2023 | |

Mrs. Tarrau-Ayala stated that the Building Department did not conduct plan reviews or inspections for Tropical Elementary School, Peters Elementary School, or Seminole Middle School because those Projects were transferred to CAP Government. She stated that the Building Department lacked an electronic plan review system and that the IT Department determined it was more efficient to utilize CAP Government.

## Interview with BCPS James La Rosa

We interviewed Mr. La Rosa on November 21st,2025. He stated that the DHH Project was performed under the BCPS Information Technology (IT) Department. He described the district reorganization that occurred during the DHH project involving the IT, safety, and Security Departments. Leadership changes occurred during the DHH Project lifespan. For example, Mr. James Alberti departed and was replaced by Michael Gregory, and Dr. Joe Phillips was replaced by Trey Davis. Matthew Bradford served as Executive Director of Technology Operations during the DHH Project. He further stated that Kim Luke served as the Plans Examiner during the project and that Mr. Nathan Sade became the Fire Official after Ms. Luke served in that role.

We learned the following reporting line timeline from our communication with Mr. La Rosa.

Safety Technology team –

- Through Summer 2023: Safety Technology functions sat under the IT Security Department, led by Teresa Macri.
- Summer 2023: Teresa Macri was non-renewed; the IT Security Department was dissolved; Safety Technology moved under the Department of Infrastructure Services, led by Jason Greenberg.
- Summer 2025 (effective 07/01/2025): Safety Technology (Lynn Moscoso's team) moved from Infrastructure Services to Safety & Security Operations (my department) under SSEP.

**Interview with Lynn Moscoso, Assistant Director – Safety Technology**

We learned the following from our communications with BCPS executives.

Lynn Moscoso – position background

- Prior roles (SSEP): Secretary; then Protective Research Analyst (both within SSEP)
- October 2022: Hired/promoted to Assistant Director, Safety Technology (moved to IT at that time)

We interviewed Ms. Moscoso on December 16th, 2025. In our interview with Ms. Moscoso, we found that her statements corroborated those of prior interviewees and provided content for DHH Project drivers. Ms. Moscoso explained that she handles:

- Code compliance
- Design criteria for BCPS
- Integration of Safety Technology
    - Camera Access control
    - Intercom radio antenna

Her primary responsibility was to ensure that all trades performed work consistent with plan specifications. She stated that Exceptional Student Education (ESE)should be consulted because that department oversees services for the Deaf and Hard of Hearing community.

Ms. Moscoso discussed BCPS organizational restructuring and stated that the Comprehensive Contract Management Department was absorbed by Mr. La Rosa's department.

Ms. Moscoso stated that Procurement- Safety & Security requested bids through the procurement department. She stated that the procurement department obtained three or more bids to perform various phases of the DHH project. She further explained that the various IFBs and RFPs required separate solicitation instruments for equipment procurement and installation services. She stated that she did not participate in vendor selection and that the procurement handled vendor evaluation and performance grading.

Regarding permitting, Ms. Moscoso stated that BCPS pulled permits to ensure walk-throughs were performed and progress monitored. She stated that BCPS staff performed on-site inspections of the DHH system.

Ms. Moscoso stated that BCPS could apply pressure to non-paying prime contractors, but is not responsible for contractor -subcontractor payment relationships. She stated that the DHH Project used the EPIC brand system. She stated that the Project design changed twice to expand system reach and convert the project into an intercom system. She stated that CAP Government was employed for DHH installation with approval from the Chief Building Official- Perla Tarrau-Ayala.

In closing, Ms. Moscoso stated that she supported the DHH project by

- Acting as Manager over the process
- Monitoring on-site equipment deliveries
- Overseeing logistics and inventory
- Working with  Project Manager Michael Torres to manage purchase orders

She stated that there was no excess equipment remaining at the conclusion of the DHH Project.

**Interview with Alison Wioshynsky, Director - Environmental Health & Safety Department**

We interviewed Mrs. Alison Wioshynshy. She described that her department's responsibilities included managing environmental compliance for Federal, State, and Local regulatory matters, paying BCPS utility bills, and overseeing environmental regulatory issues. She states she worked as an environmental consultant for fifteen years before joining BCPS and held certification in safety and asbestos.

Mrs.Wioshynsky stated that she was not involved with the DHH Project. She did, however, have involvement in the soil contamination project at Peters Elementary School.  She stated that Broward County Environmental Protection and Growth Management (EPGMD)issued a letter to BCPS in 2017 or 2018 regarding soil contamination at Peter Elementary.

We inquired further regarding the remediation project for the soil contamination at Peter's Elementary School.  Mrs. Alison and her team were involved in the soil remediation project at Peters Elementary under the Capital Fund Amendment #4, which occurred between June 13, 2023, and July 21, 2023, and included source removal and site restoration. We obtained and reviewed the Provisional "No Further Action with Conditions" letter from Broward County dated November 28, 2023, and the conditional Site Rehabilitation Completion Order acknowledging the recording of a Declaration of Restrictive Covenant dated November 1st 2024.  Documents submitted to and received from Broward County were available on the Broward County ENVIROS database by searching for Project No. NF-2898B

Mrs. Witoshynsky stated that remediation was performed by Professional Services Industries, Inc (PSI). She stated that Peters Elementary was never closed or blocked off and that the soil contamination project should not have impacted the DHH Project at Peters Elementary School.

**Persons we attempted to schedule for interviews who refused to participate:**

None.

# PERFORMANCE AUDIT NARRATIVE

The District Educational Facilities Plan (DEFP-FY23) covered the five-year period beginning July 1, 2022, and ending June 30, 2027. The DEFP sustained funding for the SMART Program and other projects approved in the prior DEFP adopted on September 8, 2021.

The District remained committed to providing a safe and supportive school environment. District leadership recognized that students and staff needed to feel safe and supported to perform at their maximum potential. As part of its strategic goals, the District sought to develop approaches that fostered safer schools and facilities. In FY2018-19, SB 7026 provided dedicated funding to replace the 1200 Building (Bldg. 12) at Marjory Stoneman Douglas High School. The Florida Legislature approved $26.3 million for the District to replace the structure and construct a memorial.

Beginning in FY2018-19, the District used State security grant funding to support security cameras, PA systems, radio systems, and other school safety measures. In FY2018-19, approximately $6.2 million was used for security cameras, $1.8 million for PA systems at schools, and $1.6 million for charter schools. The District also entered into a $19.8 million capital lease to implement additional PA systems and upgrade radio communications. In FY2019-20, the District used an additional $4 million in State security grants to enhance the single point of entry and other security measures, and provided $0.8 million to charter schools. In FY2020-21, the State security grant funded approximately $3.3 million in security hardware and approximately $0.7 million for charter schools. The District supplemented these efforts with Federal E-rate funding to improve network infrastructure supporting security cameras. In FY2021-22, the District identified local funds to continue camera upgrades. The State security grant provided $3.3 million to District schools and $0.7 million to charter schools for security hardware. In FY2022-23, State security grants identified approximately $1.9 million for school hardening improvements identified in the Florida Safe Schools Assessment Tool (FSSAT).

## *Sub Topic 1 – Creation and implementation of DHH Project*

The DEFP FY2023 Capital Fund Amendment #4 appropriated $2,454,574 to fund the Deaf and Hard of Hearing (DHH) audiovisual enhancement project and $500,000 to fund soil remediation at Peters Elementary School. The School Board approved the amendment; therefore, District staff implemented Phase II of the DHH Audio Visual Enhancement Project. Phase II was intended to enhance emergency notification for DHH students and staff at four schools with higher DHH populations. The approval simultaneously initiated remediation of identified soil contamination at Peters Elementary.

Not implementing Phase II of the DHH Audio Visual Enhancement Project would have created risk that students and staff could fail to perceive fire alarms or emergency alerts. Not funding the soil remediation would have risked Broward County issuing a Warning Notice and potential fines to the District.

**Background and Project Design**

Phase II of the DHH Audio Visual Enhancement Project was designed to enhance emergency notification and communication for the DHH community. The project included a digital notification system, audio notification, in-class audio enhancement, and intercom system upgrades. Full functionality was intended for Peters Elementary, Tropical Elementary, and Seminole Middle. Phase II included installing additional devices in common areas and critical notification points across these schools.

Phase 1 had already been completed and included the installation of Alertus software on District computers and programming a Rapid Response Console at each school.

**Soil Remediation Project**

Soil contamination at Peters Elementary School was documented in Broward County environmental records beginning in 2019. The District obtained an Environmental Assessment and Remediation License, pursuant to Section 27- 358(d)(1), Broward County Code. Soil assessment activities were completed and documented in a Limited Contamination Assessment Report (Third Addendum) in April 2022, followed by a Remedial Action Plan (RAP) to the Broward County Environmental Protection & Growth Management Department (EPGMD) in January 2023. A proposal was submitted under Bid FY22-121 for $492,623.75, and a total allocation of $500,000 was requested to fund remediation and contingency at Peters Elementary School. Soil remediation activities were completed in 2023, and documentation in the record indicated the project proceeded to conditional closure.

**Alignment to Governance Requirements**

The DHH Project and soil remediation activities were presented to the School Board for approval pursuant to DEFP capital authorization requirements and District Governance procedures. The project aligned with School Board Guardrail 1(Safety) and Guardrail 5(Accountability) and complied with Florida Administrative Code R. 6A-1.007 pertaining to School Board accountability and reporting requirements.

**Financial Impact**

The total financial impact of the DHH Project was $2,454,574. Capital Fund Amendment #4 requested appropriations of $2,454,574 for the DHH Project and $500,000 for soil remediation from the capital unallocated reserve. Spending authority for the audiovisual component was incorporated into the competitive bid approval for "Audio Visual Products, Service & Computer Peripherals (Catalog)" (OO-17 — ITB-FY23-016) on December 13, 2022. Soil remediation activities utilized Bid FY22-121 at an estimated cost of $492,623.75 plus contingency for a total authorization of $500,000. The estimated cost for the DHH project across four schools was as follows:

**DHH - Audio Visual Enhancement Project - Phase II**

| School | Audio/Visual Peripherals | Network Cabling | Total |
|---|---|---|---|
| Peters Elementary | $268,965 | $54,400 | $323,365 |
| Tropical Elementary | 367,065 | 91,840 | 458,905 |
| Seminole Middle | 343,828 | 76,319 | 420,147 |
| South Plantation High | 626,680 | 153,985 | 780,665 |
| **Sub-Total** | **1,606,538** | **376,544** | **1,983,082** |
| Quotes Pending: | | | |
| South Plantation HS | | | |
| - 6 HV Locations | | | $ TBD |
| - Network Drops | | | $ TBD |
| **Estimated Cost Pending Items** | | | **400,000** |
| Project Contingency 3% | | | 71,492 |
| **Total** | | | **$2,454,574** |

Soil remediation utilized bid FY22-121 at an estimated cost of $492,623.75 plus contingency for a total funding request of $500,000.

HCT reviewed the BCPS purchasing and procurement policies 3320 and 3320-part 6 section B for IT purchases.

## VI. PURCHASING POLICIES – *TECHNOLOGY (RATIONALE)*

B. Policy 5306 prescribes specific guidelines which bear directly on the process for procurement of technology resources. Specific guidelines that influence technology procurement are as follows:

1. There will be a single technology system encompassing teaching, learning, and management.
2. System design will be based on vendor-independent open system standards.
3. Networks will integrate voice, video, and data communications systems.
4. The data architecture will be based on an enterprise-wide network using client-server technology.
5. Database management software will be relational and be able to run on a variety of operating systems and hardware platforms.
6. Information will be recorded once and validated at the source.
7. All mainframe, personal and mini-computers and peripherals will be inter-connected through network hardware and software.
8. Technology must be kept current, within available resources, and replaced or upgraded based upon a life-cycle process.

Purchasing Policies 3320
15

Policy 5306 subsection 8 states that technology must be kept current within available resources and replaced or updated based upon a life cycle process.

## *Sub Topic 2 – BCPS bids used for the DHH Project*

District Safety Technology utilized multiple procurement instruments for the DHH/Intercom project. Each bid supported a specific component of the project and was procured in accordance with District procedures. These included:

1. **FY23-016 — Audio Visual Products, Service & Computer Peripherals**

   This bid was utilized to procure specialized audiovisual equipment required to support DHH communication and instructional needs. Under this bid, Audio Enhancements was selected to supply DHH equipment that integrated with District systems and met functional needs for accessibility. Use of this bid ensured that equipment purchases were made through a competitively awarded contract in accordance with District procurement procedures.

2. **FY23-061 — Electrical Services**

   The electrical services contract was generally utilized by Physical Plant Operations, Custodial & Grounds, and Energy Management for preventive maintenance and capital projects. For the DHH project, the bid was utilized to perform electrical system work and wiring required to support DHH equipment and intercom components. AGC Electric, Inc. performed installations in accordance with District electrical and safety requirements and provided the electrical infrastructure necessary for the DHH system

3. **FY23-185 — Fire Alarm Services**

   The Fire Alarm Services bid was generally used for mandated annual testing, inspection, and certification of fire alarm systems per NFPA 1 and 101, State of Florida Building Code Chapter 9, State Statutes Chapter 633, and the Florida Fire Prevention Code. For the DHH project, the bid supported fire alarm devices, testing, inspection, and code-required services associated with installation of DHH systems. Bass-United Fire & Security Systems, Inc. provided services under this bid to maintain system compliance. Use of the bid ensured that fire alarm work was performed by licensed and manufacturer-authorized vendors through an approved procurement instrument.

4. **FY24-075 — Intercom, Master Clock, Sound System, Equipment Parts & Accessories**

   This bid supported Districtwide intercom and communication systems. For the DHH project, the bid was used to implement intercom installations and related services. Audio Enhancement was utilized for DHH intercom installation and service work. Use of this contract ensured procurement of intercom components through a competitively awarded bid aligned with District technology standards.

5. **FY21-188 — Structured Cabling & Enterprise Networking**

   This bid supported structured cabling and networking infrastructure. For the DHH project, the bid was utilized to procure networking equipment and cabling services required for DHH system connectivity and intercom integration. United Data Technologies (UDT) provided networking and cabling services under this bid. Use of the bid ensured compliance with District networking standards and E-rate participation rules and prevented pricing escalation during the term.

6. **FY22-026 — Open-End Services for Building Code Supplemental Services (Plan Review, Permitting & Inspections)**

   This bid was utilized to obtain plan review, permitting, and inspection services for the DHH project. With approval from the Chief Building Official, Perla Tarrau-Ayala, CAP Government performed plan review and inspections in specialized areas required to install DHH systems. Use of the bid provided access to supplemental code enforcement services on an as-needed basis and ensured that DHH installations complied with applicable building and safety requirements.

Interviews confirmed that Procurement administered vendor solicitation, evaluation, and award processes. The instruments utilized enabled the acquisition of audiovisual devices, electrical services, fire alarm services, networking components, intercom installation, and permitting support.

## *Sub Topic 3 – BCPS Internal Communications on DHH Project*

Between February 2-6, 2023, internal and vendor communications occurred to coordinate the proposed Deaf and Hard of Hearing (DHH) audio- visual enhancements. Communications focused on confirming layouts, clarifying project scope, identifying system limitations, and coordinating with safety, fire, and IT stakeholders.

Audio Enhancements (AE) provided updated visual display layouts and mounting options for DHH digital signage, including revised floor plans and examples of visual notification functionality. The proposed locations and configurations were reviewed and discussed during coordination meetings between the vendor and the Safety, Security & Emergency Preparedness (SSEP) project team. The vendor also shared examples of visual lockdown notifications and strobe display concepts for review and planning purposes.

Following receipt of updated layouts, internal coordination confirmed that designs were reviewed and discussed with project stakeholders, including agreement on display locations during a Teams meeting involving the vendor and District staff. Communications clarified that materials were shared to support review, coordination, and planning.

As the scope evolved, internal communications emphasized the need to review modified project components, including proposals referencing announcement or notification functionality. The Safety Technology team requested coordination to ensure that the proposed functionality did not integrate with or modify Emergency Communication Systems (ECS) or fire alarm systems without appropriate review and approvals. Meetings were scheduled with safety and fire officials to confirm that the project remained limited to audiovisual peripherals.

Communications also reinforced stakeholder engagement, including scheduling demonstrations for school administrators and the DHH community, and establishing regular project coordination meetings. Safety Technology designated a primary point of contact to streamline communications. Subsequent guidance from the Chief Fire Official clarified system requirements related to intercom and fire alarm relay functionality. The guidance confirmed that intercom voice communication must remain operational during a fire alarm event while non-essential audio must be muted, providing direction for proper relay interfacing.

Project documentation included reviewed building drawings prepared and annotated under the direction of the Chief Fire Official, identifying intercom device locations, relay interfaces, and fire alarm coordination points. The drawings demonstrated that proposed DHH enhancements were reviewed for fire-life safety compliance and that fire code considerations informed system design.

### *Sub Topic 4 – DHH Project Verification of Amounts Paid.*

The DHH Project was budgeted for $2,454,574. We analyzed spending on preschool and per vendor. Chart #1 reflects spending per school. Chart #2 reflects spending per vendor. BCPS reports did not provide the amount paid to Audio Enhancement. Chart # 3 reflects manually created schedules based on invoices. The differences between BCPS reports and the manual schedule appear to relate to valuation assignments for Audio Enhancements. Based on our analysis, the DHH Project was performed under budget.

**Chart #1**

**By School**

| School | Supplier | Supplier Name | Sum of ENCUMBERED | Sum of PAID |
|---|---|---|---|---|
| Peters ES | 101666 | Bass United | 4,930.00 | 0.00 |
| Peters ES | 120451 | UDT | 42,370.33 | 42,370.33 |
| Peters ES | 122452 | AGC | 291,613.81 | 254,684.95 |
| Peters ES | 144793 | Audio Enhancement | 465,470.09 | |
| **Peters ES Total** | | | **804,384.23** | **297,055.28** |
| Seminole MS | 101666 | Bass United | 5,002.00 | 0.00 |
| Seminole MS | 120451 | UDT | 46,176.23 | 46,176.23 |
| Seminole MS | 122452 | AGC | 400,672.82 | 319,032.74 |
| Seminole MS | 144793 | Audio Enhancement | 559,634.76 | |
| **Seminole MS Total** | | | **1,011,485.81** | **365,208.97** |
| South Plantation HS | 101666 | Bass United | 4,730.00 | 4,730.00 |
| South Plantation HS | 120451 | UDT | 89.39 | 89.38 |
| South Plantation HS | 122452 | AGC | 297,354.18 | 235,812.59 |
| South Plantation HS | 144793 | Audio Enhancement | 928,007.35 | |
| **South Plantation HS Total** | | | **1,230,180.92** | **240,631.97** |
| Tropical ES | 101666 | Bass United | 4,695.00 | 4,695.00 |
| Tropical ES | 120451 | UDT | 8,310.26 | 8,310.26 |
| Tropical ES | 122452 | AGC | 378,992.11 | 333,289.29 |
| Tropical ES | 144793 | Audio Enhancement | 593,041.33 | |
| **Tropical ES Total** | | | **985,038.70** | **346,294.55** |
| **Grand Total** | | | **4,031,089.66** | **1,249,190.77** |

**Chart #2**

**By Vendor**

| Supplier Name | Supplie | School | Sum of ENCUMBERED | Sum of PAID |
|---|---|---|---|---|
| AGC | 122452 | Peters ES | 291,613.81 | 254,684.95 |
| AGC | 122452 | Seminole MS | 400,672.82 | 319,032.74 |
| AGC | 122452 | South Plantation HS | 297,354.18 | 235,812.59 |
| AGC | 122452 | Tropical ES | 378,992.11 | 333,289.29 |
| **AGC Total** | | | **1,368,632.92** | **1,142,819.57** |
| Audio Enhancement | 144793 | Peters ES | 465,470.09 | |
| Audio Enhancement | 144793 | Seminole MS | 559,634.76 | |
| Audio Enhancement | 144793 | South Plantation HS | 928,007.35 | |
| Audio Enhancement | 144793 | Tropical ES | 593,041.33 | |
| **Audio Enhancement Total** | | | **2,546,153.53** | |
| Bass United | 101666 | Peters ES | 4,930.00 | 0.00 |
| Bass United | 101666 | Seminole MS | 5,002.00 | 0.00 |
| Bass United | 101666 | South Plantation HS | 4,730.00 | 4,730.00 |
| Bass United | 101666 | Tropical ES | 4,695.00 | 4,695.00 |
| **Bass United Total** | | | **19,357.00** | **9,425.00** |
| UDT | 120451 | Peters ES | 42,370.33 | 42,370.33 |
| UDT | 120451 | Seminole MS | 46,176.23 | 46,176.23 |
| UDT | 120451 | South Plantation HS | 89.39 | 89.38 |
| UDT | 120451 | Tropical ES | 8,310.26 | 8,310.26 |
| **UDT Total** | | | **96,946.21** | **96,946.20** |
| **Grand Total** | | | **4,031,089.66** | **1,249,190.77** |

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## Chart #3

**DHH Project Invoice Details for ALL Vendors**

| Company | Invoice # | Invoice Date | Amount |
|---|---|---|---|
| AGC Electric Inc. | 36338 | 21-Aug-24 | 157,500.00 |
| AGC Electric Inc. | 36339 | 21-Aug-24 | 202,500.00 |
| AGC Electric Inc. | 36337 | 21-Aug-24 | 238,131.48 |
| **Vendor Total** | | | **598,131.48** |
| | | | |
| Audio Enhancement | INV47230 | 26-Jul-24 | $ 2,150.00 |
| Audio Enhancement | INV47658 | 7-Aug-24 | 85,237.00 |
| Audio Enhancement | INV36721 | 11-Sep-23 | 321,324.46 |
| Audio Enhancement | INV37286 | 27-Sep-23 | 59,405.00 |
| Audio Enhancement | INV37495 | 29-Sep-23 | 14,786.00 |
| Audio Enhancement | INV37542 | 29-Sep-23 | 1,977.60 |
| Audio Enhancement | INV37570 | 29-Sep-23 | 8,560.00 |
| Audio Enhancement | INV39034 | 15-Nov-23 | 10,270.00 |
| Audio Enhancement | INV40883 | 30-Jan-24 | 113,309.00 |
| Audio Enhancement | INV47140 | 23-Jul-24 | 2,150.00 |
| Audio Enhancement | INV47231 | 26-Jul-24 | 2,150.00 |
| Audio Enhancement | INV47231 | 27-Aug-24 | 12,482.84 |
| Audio Enhancement | INV52886 | 7-Jan-25 | 7,817.02 |
| Audio Enhancement | INV52887 | 7-Jan-25 | 13,856.14 |
| Audio Enhancement | INV53008 | 8-Jan-25 | 48,295.37 |
| Audio Enhancement | INV53009 | 8-Jan-25 | 1,795.32 |
| **Vendor Total** | | | **705,565.75** |
| | | | |
| BASS-UNITED Fire & Security Systems, Inc. | 305666 | 22-Jul-24 | 4,730.00 |
| BASS-UNITED Fire & Security Systems, Inc. | 305662 | 22-Jul-24 | 4,695.00 |
| **Vendor Total** | | | **9,425.00** |
| | | | |
| UDT | 0500314323 | 30-Sep-24 | 42,370.33 |
| UDT | 0500315146 | 21-Nov-24 | 46,176.23 |
| UDT | 0500312076 | 30-Jun-24 | 89.38 |
| UDT | 0500315391 | 18-Sep-24 | 8,310.26 |
| UDT | 0500315391 | 18-Sep-24 | 8,310.26 |
| **Vendor Total** | | | **105,256.46** |
| | | | |
| Universal Cabling Systems, Inc. | 17256 | 12-Apr-23 | 42,062.19 |
| Universal Cabling Systems, Inc. | 18205 | 24-Jul-24 | 46,745.13 |
| Universal Cabling Systems, Inc. | 18526 | 16-Jan-25 | 8,377.63 |
| Universal Cabling Systems, Inc. | 17329 | 17-May-23 | 44,944.37 |
| Universal Cabling Systems, Inc. | 18220 | 28-Aug-24 | 71,588.37 |
| Universal Cabling Systems, Inc. | 18293 | 28-Aug-24 | 55,339.00 |
| Universal Cabling Systems, Inc. | 17466 | 27-Jul-23 | 104,647.48 |
| Universal Cabling Systems, Inc. | 18127 | 30-May-24 | 34,532.95 |
| Universal Cabling Systems, Inc. | 18292 | 28-Aug-24 | 41,293.16 |
| Universal Cabling Systems, Inc. | 18291 | 28-Aug-24 | 13,857.92 |
| Universal Cabling Systems, Inc. | 18199 | 17-Jul-24 | 19,173.54 |
| Universal Cabling Systems, Inc. | 18505 | 9-Jan-25 | 1,456.14 |
| **Vendor Total** | | | **484,017.88** |
| | | | |
| **Grand Total** | | | **$ 1,902,396.57** |

Based on our analysis of the total expenditures for the project, there appears to be a BCPS reporting difference.

Chart #4

| Description | | Amount |
|---|---|---|
| Amount paid by school per BCPS Financial Reporting System | $ | 1,249,191.00 |
| HCT manaully performed calcutions based on invoices | $ | 1,902,397.00 |
| Difference | $ | (653,206.00) |

We believe this difference between our manually created chart #3 based on the invoices, and the BCPS reporting is due to the assignment of values not being calculated for the vendor audio enhancement.

We believe our analysis reflects a clearer picture of the true economic amount employed on the DHH project. Based on the below, the DHH project was performed under the approved budgeted amount.

| Description | | Amount |
|---|---|---|
| Amount budgeted by BCPS for the DHH Project | $ | 2,454,574.00 |
| HCT manaully performed calcutions based on invoices | $ | 1,902,397.00 |
| Favorable Variance | $ | 552,177.00 |

## *Sub Topic 5 – DHH Project Permitting*

BCPS maintained its own building department, which functions as the Authority Having Jurisdiction (AHJ) for permitting, inspections, and final approvals on District facilities. The BCPS inspection department holds the authority to approve or fail work performed by prime contractors and subcontractors during capital improvement and technology projects. For the DHH Project, CAP Government was retained by BCPS as a private vendor to support the permitting process through documentation management, coordination of plan reviews, tracking inspection record and maintaining inspection status logs. While CAP Government provided administrative and recordkeeping support, BCPS retained full approval authority, including the issuance of pass or fail determinations for inspections.

Inspection records for the DHH Project indicate variations in outcomes by school and by inspection subtype. Electrical inspections passed at all three schools with detailed records provided (Peters Elementary, Tropical Elementary, and Seminole Middle). Fire inspections show greater variation across schools. At Peters Elementary School, the Fire subtype inspection performed by Bass United Fire & Security Systems on October 8, 2025 resulted in a fail. The worksheet reviewed does not include a subsequent Fire passing inspection for Peters, and corrective follow-up Fire inspections were not reflected in this particular record extract.

Tropical Elementary and Seminole Middle both recorded passing Fire inspections performed by Audio Enhancement on September 26, 2025. For electrical "Rough" inspections, Tropical Elementary recorded fails on August 2, 2024 and October 2, 2024, followed by a passing inspection on September 23, 2025, indicating corrective work prior to achieving a final pass. Seminole Middle also recorded multiple "Rough" fails on October 2, 2024, October 4, 2024, and October 7, 2024, followed by a passing inspection on September 23, 2025. These sequences demonstrate that both schools moved through the inspection and corrective action process prior to receiving passing results.

South Plantation High School was listed as a participating school site in the inspection workbook; however, line-item inspection entries for South Plantation were not included in the detailed inspection checklist reviewed. The worksheet fields under Electric and Fire for South Plantation were labeled as "None Provided by CAP Gov," indicating that detailed inspection records for that site were not reflected in the CAP Government extract analyzed for this report. As such, the inspection outcomes for South Plantation High School could not be assessed based on the records provided.

**DHH Project Inspections by School**

| School | Inspection Type | Inspection Sub Type | Date | Inspection | Vendor |
|---|---|---|---|---|---|
| Peters Elementary School | Electric | Electrical Final | 9/29/2023 | PASS | Universal Cabling Systems |
| | Electric | Empty Conduit LV | 7/17/2024 | PASS | AGC Electric Inc |
| | Electric | LV Final | 7/20/2024 | PASS | AGC Electric Inc |
| | Electric | Electrical Final | 2/21/2025 | PASS | Universal Cabling Systems |
| | Electric | Rough | 6/12/2025 | PASS | Audio Enhancement |
| | Fire | Fire | 10/8/2025 | FAIL | Bass United Fire& Security Systems |
| Tropical Elementary School | Electric | LV Rough | 7/12/2024 | FAIL | AGC Electric Inc |
| | Electric | Empty Conduit LV | 3/1/2024 | FAIL | AGC Electric Inc |
| | Electric | LV Final | 7/27/2024 | PASS | AGC Electric Inc |
| | Electric | Rough | 8/2/2024 | FAIL | Audio Enhancement |
| | Electric | Rough | 10/2/2024 | FAIL | Audio Enhancement |
| | Electric | Electrical Final | 3/21/2025 | PASS | Universal Cabling Systems |
| | Electric | Rough | 9/23/2025 | PASS | Audio Enhancement |
| | Fire | Fire | 9/26/2025 | PASS | Audio Enhancement |
| South Plantation High School | Electric | Electrical Final | 11/3/2023 | PASS | Universal Cabling Systems |
| | Electric | Rough/Fire Stopping | 1/31/2025 | Conditional Pass | Audio Enhancement |
| | Electric | Rough | 2/4/2025 | Conditional Pass | Audio Enhancement |
| | Electric | Rough | 2/5/2025 | Conditional Pass | Audio Enhancement |
| | Electric | Rough | 2/8/2025 | Conditional Pass | Audio Enhancement |
| | Electric | Rough | 2/10/2025 | Conditional Pass | Audio Enhancement |
| | Electric | Low Voltage Rough | 2/11/2025 | Conditional Pass | Audio Enhancement |
| | Electric | Rough | 6/2/2025 | Conditional Pass | Audio Enhancement |
| | Electric | Rough | 6/6/2025 | Conditional Pass | Audio Enhancement |
| | Electric | Rough | 6/11/2025 | Conditional Pass | Audio Enhancement |
| | Electric | Rough | 7/24/2025 | Conditional Pass | Audio Enhancement |
| | Fire | | | | None Provided by CAP Gov |
| Seminole Middle School | Electric | Empty Conduit LV | 8/6/2024 | FAIL | AGC Electric Inc |
| | Electric | Electrical Final | 9/29/2023 | PASS | Universal Cabling Systems |
| | Electric | Electrical Final | 8/6/2024 | FAIL | Universal Cabling Systems |
| | Electric | Rough | 10/2/2024 | FAIL | Audio Enhancement |
| | Electric | Rough | 10/4/2024 | FAIL | Audio Enhancement |
| | Electric | Rough | 10/7/2024 | FAIL | Audio Enhancement |
| | Electric | Electrical Final | 2/17/2025 | PASS | Universal Cabling Systems |
| | Fire | Fire | 9/26/2025 | PASS | Audio Enhancement |

## *Sub Topic 6 – DHH Project Audit Conclusion.*

The DHH Project was completed for all four schools on or before August 24, 2024. The BCPS executives desired to have all four schools operational with the audio enhancements before the start of the FY 2024-25 school year. The selected vendor of Audio Enhancement achieved that goal as it relates to the completion within the deadline. The findings and management responses above list the audit performance areas for improvement within the BCPS operational environment.

The DHH Project successfully improved accessibility and safety for Deaf and hard-of-hearing students across four schools. The issues identified were primarily administrative and governance-related rather than technical or safety-critical. By strengthening project governance, documentation standards, and upfront planning, the District can reduce risk and improve efficiency in future technology deployments.

# APPENDICES

## DEAF AND HARD OF HEARING (DHH) PROJECT

**EXHIBIT #1**

## Final Peters Elementary School Information Floor Plan View





**EXHIBIT #2**

## Final Seminole Middle School Information Floor Plan View



| | | |
|---|---|---|
| D | Double Sided - Wall, Visual... | 25 |
| S | Single Wall Mounted Visual... | 19 |
| G | Gym Wall Mounted Visual ... | 4 |
| | Strobe Multi-Color | 5 |

**EXHIBIT #3**

## Final South Plantation High School Information Floor Plan View

## First Floor





**EXHIBIT #4**

## Final South Plantation High School Information Floor Plan View

## Second Floor





**EXHIBIT #5**

## Final Tropical Elementary School Information Floor Plan View





**EXHIBIT #6**

# DEAF & HARD OF HEARING PROJECT TIMELINE

## DHH_Project_Timeline

smartsheet

| | Site | Task | Responsible Party | Start Date | Completion Date |
|---|---|---|---|---|---|
| 1 | **South Plantation High** | | | | |
| 2 | | Bathroom InfoViews Delivered | AE | 06/04/24 | 06/04/24 |
| 3 | | Bathroom InfoView Inventory Completed | BCPS | 06/10/24 | 06/10/24 |
| 4 | | Additional site keys picked up | AE | 06/12/24 | 06/12/24 |
| 5 | | Fire Panel Issues resolved | BCPS | 06/14/24 | 06/14/24 |
| 6 | | Permit Application document sent | CAP | 06/18/24 | 06/18/24 |
| 7 | | Permit Applications sent to vendors | BCPS | 06/18/24 | 06/18/24 |
| 8 | | WiFi and VPN request sent | AE | 06/20/24 | 06/20/24 |
| 9 | | Commissioning Checklist completed | BCPS | 06/20/24 | 06/20/24 |
| 10 | | Classroom InfoViews Delivered | AE | 06/20/24 | 06/20/24 |
| 11 | | Classroom InfoViews Deployment Start | BCPS | 06/21/24 | 06/21/24 |
| 12 | | CAP Permit Applications needed | BCPS | 06/21/24 | 06/28/24 |
| 13 | | Process PO for Installation Sub | AE | 06/24/24 | 06/24/24 |
| 14 | | Installation of InfoViews in restrooms | AE | 06/24/24 | 06/24/24 |
| 15 | | SOP finalized and training plan ready | AE/SSEP | 06/28/24 | 06/28/24 |
| 16 | | InfoView Cages Arrival | AE | 07/01/24 | 07/01/24 |
| 17 | | GO LIVE | All Teams | 08/09/24 | 08/09/24 |
| 18 | **Tropical Elementary** | | | | |
| 19 | | Rough designs submitted to AE and AGC | BCPS | 05/30/24 | 05/30/24 |
| 20 | | Classroom InfoViews Delivered | AE | 06/04/24 | 06/04/24 |
| 21 | | Classroom InfoViews Inventory Completed | BCPS | 06/10/24 | 06/10/24 |
| 22 | | CAP Permit Applications needed | AE/AGC | 06/21/24 | 06/21/24 |
| 23 | | Process PO for Installation Sub | AE | 06/24/24 | 06/24/24 |
| 24 | | Device Installations Begin | AE | 06/24/24 | 06/24/24 |
| 25 | | Fire Relay Installation | BASS | 06/24/24 | 06/24/24 |
| 26 | | All Device Installations Completed | AE | 07/25/24 | 07/25/24 |
| 27 | | GO LIVE | All Teams | 08/09/24 | 08/09/24 |
| 28 | **Peters Elementary** | | | | |
| 29 | | Rough device drawings submitted | BCPS | 06/04/24 | 06/04/24 |
| 30 | | Requested Infrastructure proposals | BCPS | 06/13/24 | 06/13/24 |
| 31 | | RUSH PO for Electrical provided | BCPS | 06/17/24 | 06/17/24 |
| 32 | | Plan Review Submission | AE | 06/19/24 | 06/19/24 |
| 33 | | Electrical Permit Submitted | AGC | 06/19/24 | 06/19/24 |
| 34 | | Permit Received | AGC | 06/20/24 | 06/20/24 |
| 35 | | Conditional Permit Approved | CAP | 06/21/24 | 06/21/24 |

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| | Site | Task | Responsible Party | Start Date | Completion Date |
|---|---|---|---|---|---|
| 36 | | Process PO for Installation Sub | AE | 06/24/24 | 06/24/24 |
| 37 | | Infrastructure Work Ongoing | AGC/UCS/UDT/BASS | 06/25/24 | 07/02/24 |
| 38 | | All Infrastructure Work Completed | AGC/UCS/UDT/BASS | 07/02/24 | 07/02/24 |
| 39 | | Device Installations Begin | AE | 07/02/24 | 07/02/24 |
| 40 | | All Device Installations Completed | AE | 07/25/24 | 07/25/24 |
| 41 | | GO LIVE | All Teams | 08/09/24 | 08/09/24 |
| 42 | **Seminole Middle** | | | | |
| 43 | | Rough device drawings submitted | BCPS | 06/04/24 | 06/04/24 |
| 44 | | Requested Infrastructure proposals | BCPS | 06/13/24 | 06/13/24 |
| 45 | | RUSH PO for Electrical provided | BCPS | 06/17/24 | 06/17/24 |
| 46 | | Plan Review Submission | AE | 06/19/24 | 06/19/24 |
| 47 | | Electrical Permit Submitted | AGC | 06/19/24 | 06/19/24 |
| 48 | | Permit Received | AGC | 06/20/24 | 06/20/24 |
| 49 | | Conditional Permit Approved | CAP | 06/21/24 | 06/21/24 |
| 50 | | Process PO for Installation Sub | AE | 06/24/24 | 06/24/24 |
| 51 | | Infrastructure Work Ongoing | AGC/UCS/UDT/BASS | 06/25/24 | 07/02/24 |
| 52 | | All Infrastructure Work Completed | AGC/UCS/UDT/BASS | 07/02/24 | 07/02/24 |
| 53 | | Device Installations Begin | AE | 07/02/24 | 07/02/24 |
| 54 | | All Device Installations Completed | AE | 07/25/24 | 07/25/24 |
| 55 | | GO LIVE | All Teams | 08/09/24 | 08/09/24 |

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# EXHIBIT #7

| ID | WBS | Task Name | Duration | Start | Finish |
|---|---|---|---|---|---|
| 0 | 0 | DHH Project All Sites Timeline History from Start date till Today date | 436 days | Dec 9 '22 | Aug 9 '24 |
| 1 | 1 | Read Me First Phase 1 | 1 day | Dec 9 '22 | Dec 9 '22 |
| 2 | 1.1 | ALERTUS - General Project Information | 1 day | Dec 9 '22 | Dec 9 '22 |
| 3 | 1.1.1 | Phase 1 – Four Schools in Scope | 1 day | Dec 9 '22 | Dec 9 '22 |
| 4 | 1.1.1.1 | - Peters ES | 1 day | Dec 9 '22 | Dec 9 '22 |
| 5 | 1.1.1.2 | - Tropical ES | 1 day | Dec 9 '22 | Dec 9 '22 |
| 6 | 1.1.1.3 | - Seminole MS | 1 day | Dec 9 '22 | Dec 9 '22 |
| 7 | 1.1.1.4 | - South Plantation HS | 1 day | Dec 9 '22 | Dec 9 '22 |
| 8 | 1.1.2 | Alertus Emergency Messaging Console | 1 day | Dec 9 '22 | Dec 9 '22 |
| 9 | 1.1.2.1 | The Alertus rapid response console should be located in the administration suite in close proximity of the fire alarm panel in an unlocked area monitored and accessible while the school is occupied. The console will need a Cat 5 jack and will need its own | 1 day | Dec 9 '22 | Dec 9 '22 |
| 10 | 1.1.3 | Broadcast Emergency Message (Messages that should be displayed on monitors campus wide) | 1 day | Dec 9 '22 | Dec 9 '22 |
| 11 | 1.1.3.1 | "Evacuate" "Fire" "A fire has been detected in the building, please exit the building." | 1 day | Dec 9 '22 | Dec 9 '22 |
| 12 | 1.1.3.2 | "Evacuate" "Bomb threat" "Exit to the designated Location" | 1 day | Dec 9 '22 | Dec 9 '22 |
| 13 | 1.1.3.3 | "Evacuate" "Gas leak" "Exit to the designated Location" | 1 day | Dec 9 '22 | Dec 9 '22 |
| 14 | 1.1.3.4 | "Evacuate" "AC failure" "Exit to the designated Location" | 1 day | Dec 9 '22 | Dec 9 '22 |
| 15 | 1.1.3.5 | "Shelter tornado warning" "Drop, cover and hold" | 1 day | Dec 9 '22 | Dec 9 '22 |
| 16 | 1.1.3.6 | "Shelter Bomb threat" "Drop, cover and hold" | 1 day | Dec 9 '22 | Dec 9 '22 |
| 17 | 1.1.3.7 | "Shelter Hazmat incident" "Seal the room" | 1 day | Dec 9 '22 | Dec 9 '22 |
| 18 | 1.1.3.8 | "Shelter in Silence" | 1 day | Dec 9 '22 | Dec 9 '22 |
| 19 | 1.1.3.9 | "Hold -Hold in your room or area.Clear the hallways. " | 1 day | Dec 9 '22 | Dec 9 '22 |
| 20 | 1.1.3.10 | "Secure -Get inside, lock all outside doors. " | 1 day | Dec 9 '22 | Dec 9 '22 |
| 21 | 1.1.3.11 | "Lockdown -Locks, lights, out of sight.Lock doors and turn off lights." | 1 day | Dec 9 '22 | Dec 9 '22 |
| 22 | 1.1.4 | Inspection process: | 1 day | Dec 9 '22 | Dec 9 '22 |
| 23 | 1.1.4.1 | 1. Each button will be activated, and the message will be observed from a remote desktop on the campus. | 1 day | Dec 9 '22 | Dec 9 '22 |
| 24 | 1.1.4.2 | 2. The system will be activated and each room (campus wide) with an active computer will be checked to ensure the message is transmitted to the monitor. | 1 day | Dec 9 '22 | Dec 9 '22 |
| 25 | 2 | Read Me First Phase 2 | 1 day | Nov 9 '23 | Nov 9 '23 |
| 26 | 2.1 | Audio Visual Enhancements - General Project Information | 1 day | Nov 9 '23 | Nov 9 '23 |
| 27 | 2.1.1 | Phase 2 – Four Schools in Scope | 1 day | Nov 9 '23 | Nov 9 '23 |
| 28 | 2.1.1.1 | - Peters ES | 1 day | Nov 9 '23 | Nov 9 '23 |
| 29 | 2.1.1.2 | - Tropical ES | 1 day | Nov 9 '23 | Nov 9 '23 |
| 30 | 2.1.1.3 | - Seminole MS | 1 day | Nov 9 '23 | Nov 9 '23 |
| 31 | 2.1.1.4 | - South Plantation HS | 1 day | Nov 9 '23 | Nov 9 '23 |
| 32 | 2.1.2 | Audio and Visual Enhancements via new Tech Equipment, Cabling, Some High Voltage, Installation and Training | 1 day | Nov 9 '23 | Nov 9 '23 |
| 33 | 2.1.2.1 | Audio and Visual Enhancements at South Plantation HS. Intercom Systems at Peters ES, Tropical ES, and Seminole MS. | 1 day | Nov 9 '23 | Nov 9 '23 |
| 34 | 2.1.2.2 | There will be a full commissioning test of the system upon project tasks completion, as well as fire and electrical inspections. | 1 day | Nov 9 '23 | Nov 9 '23 |
| 35 | 2.1.2.3 | The cabling vendor, ULS, will work directly with BCPS Building Official Department, regarding permits needed | 1 day | Nov 9 '23 | Nov 9 '23 |
| 36 | 2.1.2.4 | A&C Electrical will handle their own permits | 1 day | Nov 9 '23 | Nov 9 '23 |
| 37 | 2.1.2.5 | BASS Fire will handle their own permits. | 1 day | Nov 9 '23 | Nov 9 '23 |
| 38 | 2.1.2.6 | Training - Combo AL and SSLP Training Team for continuity of services | 1 day | Nov 9 '23 | Nov 9 '23 |
| 39 | 2.1.2.7 | Helix ticketing updated to take incidents of AE System down | 1 day | Nov 9 '23 | Nov 9 '23 |
| 40 | 3 | Project Contacts | 1 day | Sep 17 '23 | Sep 17 '23 |
| 41 | 3.1 | Executive Sponsors | 1 day | Sep 17 '23 | Sep 17 '23 |
| 42 | 3.1.1 | Jamie Alberti, Chief Safety and Security Officer, Safety, Security and Emergency Preparedness | 1 day | Sep 17 '23 | Sep 17 '23 |
| 43 | 3.1.2 | Dr. Joe Phillips, Chief Information Officer ,Information Technology Division | 1 day | Sep 17 '23 | Sep 17 '23 |
| 44 | 3.2 | Project Managers | 1 day | Sep 17 '23 | Sep 17 '23 |
| 45 | 3.2.1 | Lynn Moscoso, Safety Tech - Assistant Director | 1 day | Sep 17 '23 | Sep 17 '23 |
| 46 | 3.2.2 | Michael Torres, Safety Tech - Project Lead | 1 day | Sep 17 '23 | Sep 17 '23 |
| 47 | 3.3 | BCPS Project Team Members | 1 day | Sep 17 '23 | Sep 17 '23 |
| 48 | 3.3.1 | Kim Luke, Plans Examiner, Fire,SSEP-Fire Department | 1 day | Sep 17 '23 | Sep 17 '23 |
| 49 | 3.3.2 | Terrence Wilson, SSEP SSO, Area Security Manager,Plantation schools | 1 day | Sep 17 '23 | Sep 17 '23 |
| 50 | 3.4 | Vender Contacts | 1 day | Sep 17 '23 | Sep 17 '23 |
| 51 | 3.4.1 | Spencer Anderson, Audio Enhancement | 1 day | Sep 17 '23 | Sep 17 '23 |
| 52 | 3.4.2 | Bill Calder, Primary Project Manager | 1 day | Sep 17 '23 | Sep 17 '23 |

| ID | WBS | Task Name | Duration | Start | Finish |
|---|---|---|---|---|---|
| 53 | 3.4.3 | China Gonzalez, Back up Project Manager | 1 day | Sep 17 '23 | Sep 17 '23 |
| 54 | 3.5 | BCPS School Site Contact | 1 day | Sep 17 '23 | Sep 17 '23 |
| 55 | 3.5.1 | Eric Miller, Principal, Peters ES | 1 day | Sep 17 '23 | Sep 17 '23 |
| 56 | 3.5.2 | Robert Schneider, Principal, Tropical ES | 1 day | Sep 17 '23 | Sep 17 '23 |
| 57 | 3.5.3 | Emily Gonzalez, Principal, Seminole MS | 1 day | Sep 17 '23 | Sep 17 '23 |
| 58 | 3.5.4 | Christine Herschel, Principal, South Plantation HS | 1 day | Sep 17 '23 | Sep 17 '23 |
| 59 | 3.6 | DHH Parent Leaders | 1 day | Sep 17 '23 | Sep 17 '23 |
| 60 | 3.6.1 | Kristine Cartagena, SAC | 1 day | Sep 17 '23 | Sep 17 '23 |
| 61 | 3.6.2 | Jessica Valenzuela, ESE Rep for Peters ES & Seminole MS | 1 day | Sep 17 '23 | Sep 17 '23 |
| 62 | 3.6.3 | Jacqui Luscombe, FSF Chair | 1 day | Sep 17 '23 | Sep 17 '23 |
| 63 | 4 | DHH Audio Visual Enhancements - PHASE I (Rapid Responses Consoles Procurement, Programming, Testing, Installation & Training of End-Users) | 8 days | Dec 9 '22 | Dec 20 '22 |
| 64 | 4.1 | Introductory session between Alertus and BCPS Tech Team to set up the Peters ES Console. Report findings back to Lynn. * Matt has provided messaging information and modifications are expected to be ongoing during the programming process. | 1 day | Dec 9 '22 | Dec 9 '22 |
| 65 | 4.2 | Matt Decker and Lynn meet with community stakeholders to reiterate project scope and provide updates | 1 day | Dec 9 '22 | Dec 9 '22 |
| 66 | 4.3 | Train-the-Trainer staff to be identified ASAP. Report back to Lynn. | 1 day | Dec 9 '22 | Dec 9 '22 |
| 67 | 4.4 | Initial names provided to Lynn for setting up Train the trainer program. Alertus General Training Planning call is tentatively scheduled for December 7, 4:30PM. Working towards an earlier date. | 1 day | Dec 9 '22 | Dec 9 '22 |
| 68 | 4.5 | Complete final step on network connection and programming initial messaging in the AM/early afternoon at TSSL with Alertus working remotely Peters ES | 1 day | Dec 9 '22 | Dec 9 '22 |
| 69 | 4.6 | Deliver console to Peters ES | 1 day | Dec 9 '22 | Dec 9 '22 |
| 70 | 4.7 | Lynn collab with Ld S. and Matt on draft of intro communication to community stakeholders | 1 day | Dec 9 '22 | Dec 9 '22 |
| 71 | 4.8 | Erin-Alertus has a goal to provide BCPS with tracking details of remaining three consoles so we can plan dependencies accordingly | 1 day | Dec 9 '22 | Dec 9 '22 |
| 72 | 4.9 | Program pending 3 consoles | 1 day | Dec 9 '22 | Dec 9 '22 |
| 73 | 4.10 | Peters ES Console - Programming/Testing at school site (IT and SSEP Tech Teams cross train) | 1 day | Dec 9 '22 | Dec 9 '22 |
| 74 | 4.11 | Engage with community stakeholders in selecting method(s) in sharing project updates with community | 1 day | Dec 9 '22 | Dec 9 '22 |
| 75 | 4.12 | Collect community feedback on communication and finalize final version for dissemination | 1 day | Dec 9 '22 | Dec 9 '22 |
| 76 | 4.13 | Sent final draft communication to customer and IT Chief for review before sending to PIO | 1 day | Dec 9 '22 | Dec 9 '22 |
| 77 | 4.14 | PM collab w/PIO to send out Parentlink communications (Phone audio/text/email, update school sites with info) | 1 day | Dec 9 '22 | Dec 9 '22 |
| 78 | 4.15 | Work with ITC at remaining three schools sites to ensure all computers receive updates and are assigned to their respective schools, BLI ORL activating ALLRITUS for testing (Lesson learned at Peters ES, affected alerts) | 1 day | Dec 9 '22 | Dec 9 '22 |
| 79 | 4.16 | Lynn send request to school principals to post Alertus update in their school websites | 1 day | Dec 9 '22 | Dec 9 '22 |
| 80 | 4.17 | Create Helix stream for service tickets | 1 day | Dec 9 '22 | Dec 9 '22 |
| 81 | 4.18 | IT Safety Tech Team/SSLP Team follow up with principals to ensure scheduling of console testing (Testing is different than training) | 1 day | Dec 13 '22 | Dec 13 '22 |
| 82 | 4.19 | Work with PIO to open tickets to install console bracket and wiring at designated areas identified by Chief Fire Official (* Bright colored paper indicators will be placed in exact locations reading, "ALERTUS HERE") | 2 days | Dec 16 '22 | Dec 19 '22 |
| 83 | 4.20 | Chief Fire Inspections | 1 day | Dec 20 '22 | Dec 20 '22 |
| 84 | 4.21 | Matt collab with SSEP Leadership collaborate to determine appropriate user setup/accounts | 1 day | Dec 20 '22 | Dec 20 '22 |
| 85 | 4.22 | The goal is to have end users at four schools ready to use the system immediately after Chief Decker's inspection, with a focus on console-specific training. Lynn is inquiring with Ms. Green and the SSEP Team about pushing broader Train-the-Trainer module | 3 days | Dec 16 '22 | Dec 20 '22 |
| 86 | 4.23 | Provide solid LIAs of project completion, per school, to DHH Cluster Community | 1 day | Dec 20 '22 | Dec 20 '22 |
| 87 | 5 | DHH Audio/Visual Enhancements Project - PHASE II (Peripherals, Cabling, Some High Voltage, Tech Installation, Programming & Training of End-Users | 238 days | Dec 13 '22 | Nov 9 '23 |
| 88 | 5.1 | Property passes for Console equipment / Inventory (four original schools) | 1 day | Nov 9 '23 | Nov 9 '23 |
| 89 | 5.2 | Reposition Seminole (ALERTUS) console to lower height (as per Matt) | 1 day | Nov 9 '23 | Nov 9 '23 |
| 90 | 5.3 | Train the Trainer Program: 1) Includes operational updates to protocols and SOPs). 2) Communicate any changes to Safety Tech programming to Safety Tech unit, for proper modifications. 3) Engage with FSF Executive Director to designate a member of that dep | 1 day | Nov 9 '23 | Nov 9 '23 |
| 91 | 5.4 | Audio/Visual Tech Equipment Delivery Arrangement | 1 day | Nov 9 '23 | Nov 9 '23 |

| ID | WBS | Task Name | Duration | Start | Finish |
|---|---|---|---|---|---|
| 92 | 5.5 | System Integration with Alertus (Wifi, Networked) | 1 day | Nov 9 '23 | Nov 9 '23 |
| 93 | 5.6 | Establish AL work schedule | 1 day | Nov 9 '23 | Nov 9 '23 |
| 94 | 5.7 | IT Tech Training | 1 day | Nov 9 '23 | Nov 9 '23 |
| 95 | 5.8 | DHH Staff District Issued Cell Phones | 1 day | Nov 9 '23 | Nov 9 '23 |
| 96 | 5.9 | Tropical Electrical | 1 day | Nov 9 '23 | Nov 9 '23 |
| 97 | 5.10 | Tropical Install | 1 day | Nov 9 '23 | Nov 9 '23 |
| 98 | 5.11 | Tropical Fire Relays Install | 1 day | Nov 9 '23 | Nov 9 '23 |
| 99 | 5.12 | Seminole Electrical | 1 day | Nov 9 '23 | Nov 9 '23 |
| 100 | 5.13 | Seminole Install | 1 day | Nov 9 '23 | Nov 9 '23 |
| 101 | 5.14 | Seminole Fire Relays Install | 1 day | Nov 9 '23 | Nov 9 '23 |
| 102 | 5.15 | Peters Electrical | 1 day | Nov 9 '23 | Nov 9 '23 |
| 103 | 5.16 | Peters Install | 1 day | Nov 9 '23 | Nov 9 '23 |
| 104 | 5.17 | Peters Relays Install | 1 day | Nov 9 '23 | Nov 9 '23 |
| 105 | 5.18 | Training of school based administrators | 1 day | Nov 9 '23 | Nov 9 '23 |
| 106 | 5.19 | Testing | 1 day | Nov 9 '23 | Nov 9 '23 |
| 107 | 5.20 | Inspections | 1 day | Nov 9 '23 | Nov 9 '23 |
| 108 | 5.21 | Collaborate with Pre-Construction re : DHH Sites designs/Specs | 1 day | Nov 9 '23 | Nov 9 '23 |
| 109 | 5.22 | Principals' Meeting/Demo with SSEP/IT Leadership and Vendor Leadership (In person) | 1 day | Feb 16 '23 | Feb 16 '23 |
| 110 | 5.23 | Schedule DHH Community Meeting/Demo with same as above | 1 day | Feb 16 '23 | Feb 16 '23 |
| 111 | 5.24 | Work with PIO for Public Notice for community meeting | 1 day | Feb 16 '23 | Feb 16 '23 |
| 112 | 5.25 | CABLING - Schedule Site "Readiness" for port space and need of switches | 1 day | Feb 16 '23 | Feb 16 '23 |
| 113 | 5.26 | Obtain line of coding for POs | 1 day | Aug 23 '23 | Aug 23 '23 |
| 114 | 5.27 | Cabling POs review by IT Teams | 1 day | Aug 23 '23 | Aug 23 '23 |
| 115 | 5.28 | Vendor submission of approved cabling proposal to permitting | 1 day | Feb 16 '23 | Feb 16 '23 |
| 116 | 5.29 | Review Audio/Visual Equip with Technology Support/Safety Tech teams to get the PO drafted. | 1 day | Feb 16 '23 | Feb 16 '23 |
| 117 | 5.30 | Work with vendor on PO for Audio Visual Equipment | 1 day | Feb 16 '23 | Feb 16 '23 |
| 118 | 5.31 | SSEP Chief Fire Official provide locations for visual aids equipment installation | 1 day | Jan 30 '23 | Jan 30 '23 |
| 119 | 5.32 | Schedule Spencer as per Dr. Phillips email of 12/19/22 | 1 day | Dec 19 '22 | Dec 19 '22 |
| 120 | 5.33 | Permits and inspections needs assessment | 1 day | Feb 3 '23 | Feb 3 '23 |
| 121 | 5.34 | Procurement process for visual aids | 1 day | Dec 13 '22 | Dec 13 '22 |
| 122 | 5.35 | Design what the break/fix process looks like (HELIX Work stream already created from Phase I) | 1 day | Jan 30 '23 | Jan 30 '23 |
| 123 | 5.36 | External equipment protection evaluation (Plexiglass, Cage, Security Cameras) | 1 day | Feb 13 '23 | Feb 13 '23 |
| 124 | 5.37 | Set up Weekly Project Team Meetings | 1 day | Feb 13 '23 | Feb 13 '23 |
| 125 | 5.38 | Infrastructure vendor cabling proposal review | 1 day | Feb 24 '23 | Feb 24 '23 |
| 126 | 5.39 | CABLING - Infrastructure team send updated cabling plans to vendor for proposal | 1 day | Feb 16 '23 | Feb 16 '23 |
| 127 | 5.40 | AUDIO/VISUAL TECH - Vendor to send updated proposals for team review. | 1 day | Feb 15 '23 | Feb 15 '23 |
| 128 | 5.41 | SSEP Trainers create individual user accounts | 1 day | Feb 2 '23 | Feb 2 '23 |
| 129 | 6 | Licenses and Inventory Tracking | 1 day | Feb 23 '23 | Feb 23 '23 |
| 130 | 6.1 | Peters ES, RRC-ZLB867P3, FISH 103 | 1 day | Feb 23 '23 | Feb 23 '23 |
| 131 | 6.2 | Seminole MS, RRC-SSAQICVB, FISH 101G | 1 day | Feb 23 '23 | Feb 23 '23 |
| 132 | 6.3 | South Plantation HS, RRC-RTLGSIOT, Cannot be mounted yet, due to other construction | 1 day | Feb 23 '23 | Feb 23 '23 |
| 133 | 6.4 | Tropical ES, RRC-51P4SACU, FISH 101H | 1 day | Feb 23 '23 | Feb 23 '23 |
| 134 | 7 | DHH Project All Sites New Deadline Driven Project Timeline | 52 days | May 30 '24 | Aug 9 '24 |
| 135 | 7.1 | SOUTH PLANTATION HIGH (Three Projects, Three Permits) Base Project, Classroom-InfoViews, Bathroom-InfoViews) Permits: Base Project– On Hand, Permits Pending, Classroom-InfoViews-Pending, Bathroom-InfoViews-Pending | 49 days | Jun 4 '24 | Aug 9 '24 |
| 136 | 7.1.1 | 06/04/24 – AF – Delivered Bathroom InfoViews | 1 day | Jun 4 '24 | Jun 4 '24 |
| 137 | 7.1.2 | 06/10/24 – BCPS – Completed Bathroom InfoView Inventory | 1 day | Jun 10 '24 | Jun 10 '24 |
| 138 | 7.1.3 | 06/12/24: AE – Picked up additional site keys provided by BCPS | 1 day | Jun 12 '24 | Jun 12 '24 |
| 139 | 7.1.4 | 06/14/24 – BCPS – Fire Panel Issues resolved | 1 day | Jun 14 '24 | Jun 14 '24 |
| 140 | 7.1.5 | 06/18/24 – CAP – Sends Permit Application document required by Building Department for all projects they handle for Bldg Department. | 1 day | Jun 18 '24 | Jun 18 '24 |
| 141 | 7.1.6 | 06/18/24 – BCPS – Sends CAP Permit Applications out to all project vendors, one application per site. | 1 day | Jun 18 '24 | Jun 18 '24 |
| 142 | 7.1.7 | 06/20/24 – AL – Sends request to Infrastructure team for Wi i and VPN, if needed | 1 day | Jun 20 '24 | Jun 20 '24 |
| 143 | 7.1.8 | 06/20/24 – BCPS – Infrastructure team completes their portion of the Commissioning Checklist and sends to Safety Tech team. | 1 day | Jun 20 '24 | Jun 20 '24 |
| 144 | 7.1.9 | 06/20/24 – BCPS – Commissioning Checklist submitted to AF | 1 day | Jun 20 '24 | Jun 20 '24 |
| 145 | 7.1.10 | 06/20/24 – AL – Classroom InfoViews Delivered – Later today. | 1 day | Jun 20 '24 | Jun 20 '24 |

| ID | WBS | Task Name | Duration | Start | Finish |
|---|---|---|---|---|---|
| 146 | 7.1.11 | 06/21/24 – BCPS will complete Classroom InfoViews to deploy to installers) – start running cable next week. | 1 day | Jun 21 '24 | Jun 21 '24 |
| 147 | 7.1.12 | 06/20/24 BCPS PO# received from IT Finance for pending DAC Cable, forwarding to Infrastructure team to check in with UDT and not delay delivery of item. | 1 day | Jun 20 '24 | Jun 20 '24 |
| 148 | 7.1.13 | 06/20/24 BCPS PO# received from IT Finance for pending DAC Cable, forwarding to Infrastructure team to check in with UDT and not delay delivery of item. | 1 day | Jun 20 '24 | Jun 20 '24 |
| 149 | 7.1.14 | 06/21/24 through 06/28/24 – Need CAP Permit Applications (document only) for all four sites, per vendor. (Pending submissions to Lynn from AE and AGC) | 6 days | Jun 21 '24 | Jun 28 '24 |
| 150 | 7.1.15 | 06/24/24 AE Process PO for Installation Sub (mounts are already going up) | 1 day | Jun 24 '24 | Jun 24 '24 |
| 151 | 7.1.16 | 06/24/24 BCPS (Kim/Lynn) BCPS mitigating summer programs and floor waxing, (ask school custodian) – Get with Ben Osborne at PPO. | 1 day | Jun 24 '24 | Jun 24 '24 |
| 152 | 7.1.17 | 6/24/24 – AE will proceed with InfoViews installation at South Plantation restrooms without the cages as per team meeting on 06/21/24. Cages are LTA in July 2024. | 1 day | Jun 24 '24 | Jun 24 '24 |
| 153 | 7.1.18 | 06/28/24 AE/SSFP Provide confirmation to project team that SDP is finalized and AE/SSFP has training plan ready for South Plantation, which is different design than the other sites – Safety Tech requested SSFP Training team to schedule SSFP/AE call to | 1 day | Jun 28 '24 | Jun 28 '24 |
| 154 | 7.1.19 | July 2024 – Date for InfoView Cages for South Plantation restrooms. | 1 day | Jul 26 '24 | Jul 26 '24 |
| 155 | 7.1.20 | 08/09/24 – GO LIVE | 1 day | Aug 9 '24 | Aug 9 '24 |
| 156 | 7.2 | TROPICAL ELEMENTARY Two Projects/Permits (Base,Classroom/Bathroom-InfoViews combined, P.Specific Bathrooms-InfoView)Permits Base Project on Hand,Permits pending Classroom/Bathroom-InfoViews-Pending,P.Specific Bathrooms-Due to construction conflict-Pending | 52 days | May 30 '24 | Aug 9 '24 |
| 157 | 7.2.1 | 05/30/24 – BCPS – Submitted their rough designs to AE | 1 day | May 30 '24 | May 30 '24 |
| 158 | 7.2.2 | 05/30/24 BCPS – Submitted their rough designs to AGC | 1 day | May 30 '24 | May 30 '24 |
| 159 | 7.2.3 | 06/04/24 AE Delivered Classroom InfoViews | 1 day | Jun 4 '24 | Jun 4 '24 |
| 160 | 7.2.4 | 06/10/24 – BCPS – Completed Classroom InfoViews Inventory | 1 day | Jun 10 '24 | Jun 10 '24 |
| 161 | 7.2.5 | 06/21/24 AE/AGC Need CAP Permit Applications (document only) for all four sites. | 1 day | Jun 21 '24 | Jun 21 '24 |
| 162 | 7.2.6 | 06/24/24 – AE Process PO for Installation Sub (mounts are already going up) | 1 day | Jun 24 '24 | Jun 24 '24 |
| 163 | 7.2.7 | 06/24/24 – AE to begin device installations | 1 day | Jun 24 '24 | Jun 24 '24 |
| 164 | 7.2.8 | 06/27/24 – BASS – Will install fire relay at site. | 1 day | Jun 27 '24 | Jun 27 '24 |
| 165 | 7.2.9 | **07/1/24 – All Device Installations Completed (+24 days gained,** was previously 7/25/24) | 1 day | Jul 1 '24 | Jul 1 '24 |
| 166 | 7.2.10 | TBD AE System Commissioning Starts | | TBD | TBD |
| 167 | 7.2.11 | TBD – Tropical Plan Update – For inspection purposes) | | TBD | TBD |
| 168 | 7.2.12 | 08/09/24 – GO LIVE | 1 day | Aug 9 '24 | Aug 9 '24 |
| 169 | 7.3 | PETERS ELEMENTARY One Project – One Permit | 49 days | Jun 4 '24 | Aug 9 '24 |
| 170 | 7.3.1 | 06/04/24 – BCPS – Submitted rough device drawings to AE and all other vendors | 1 day | Jun 4 '24 | Jun 4 '24 |
| 171 | 7.3.2 | 06/13/24 – BCPS – Requested Infrastructure proposals | 1 day | Jun 13 '24 | Jun 13 '24 |
| 172 | 7.3.3 | 06/17/24 BCPS Provided AGC with RUSH PO for Electrical | 1 day | Jun 17 '24 | Jun 17 '24 |
| 173 | 7.3.4 | 06/18/24 – BCPS – Processes RUSH POs for networking vendor services | 1 day | Jun 18 '24 | Jun 18 '24 |
| 174 | 7.3.5 | 06/19/24 AE Submits designs for Plan Review | 1 day | Jun 19 '24 | Jun 19 '24 |
| 175 | 7.3.6 | 06/19/24 – AGC submits plans for electrical permits | 1 day | Jun 19 '24 | Jun 19 '24 |
| 176 | 7.3.7 | 06/20/24 AGC receives permit. | 1 day | Jun 20 '24 | Jun 20 '24 |
| 177 | 7.3.8 | 06/20/24 through 06/27/24 – AE – Provide other vendors with working installations drawings | 6 days | Jun 20 '24 | Jun 27 '24 |
| 178 | 7.3.9 | 06/21/24 – CAP – Approves conditional permit for AE plan | 1 day | Jun 21 '24 | Jun 21 '24 |
| 179 | 7.3.10 | 06/21/24 – AE/AGC – Need CAP Permit Applications (document only) for all four sites. | 1 day | Jun 21 '24 | Jun 21 '24 |
| 180 | 7.3.11 | 06/24/24 – AE Process PO for Installation Sub (mounts are already going up) | 1 day | Jun 24 '24 | Jun 24 '24 |
| 181 | 7.3.12 | 6/24/24: AGC starts electrical installation. | 1 day | Jun 24 '24 | Jun 24 '24 |
| 182 | 7.3.13 | 06/24/24 – AE submits designs for plan review/permit | 1 day | Jun 24 '24 | Jun 24 '24 |
| 183 | 7.3.14 | 06/27/24 – BASS – Install Fire Relay | 1 day | Jun 27 '24 | Jun 27 '24 |
| 184 | 7.3.15 | 06/24/24 through 06/27/24 AE will provide a proposal for the installation areas not covered in the original design. (8 Portables) BCPS removed Bldg. 18 (includes media center, some office space and restrooms) from the base design because it is still und | 4 days | Jun 24 '24 | Jun 27 '24 |
| 185 | 7.3.16 | 06/24/24 through 07/02/24 – AGC/UCS/UDT/BASS – Infrastructure work ongoing, including new additional work | 7 days | Jun 24 '24 | Jul 2 '24 |
| 186 | 7.3.17 | 07/01/24 UCS submits plans for cabling permits | 1 day | Jul 1 '24 | Jul 1 '24 |
| 187 | 7.3.18 | 07/01/24 – BASS submits plans for fire relay permits | 1 day | Jul 1 '24 | Jul 1 '24 |
| 188 | 7.3.19 | 07/01/24 – CAP issues permits for three infrastructure vendors X, XX, XXX, XXXX (48 hour turnaround) | 1 day | Jul 1 '24 | Jul 1 '24 |
| 189 | 7.3.20 | 07/01/24 – AE – Status of UDT Classroom and Bathroom InfoViews delivery | 1 day | Jul 1 '24 | Jul 1 '24 |

| ID | WBS | Task Name | Duration | Start | Finish |
|---|---|---|---|---|---|
| 190 | 7.3.21 | 07/05/24 – BCPS – Schedule Inventory of InfoViews | 1 day | Jul 5 '24 | Jul 5 '24 |
| 191 | 7.3.22 | 07/01/24 through 07/05/24 – BCPS to provide A with final decision on Plan Update for the additional non FISH Map areas | 5 days | Jul 1 '24 | Jul 5 '24 |
| 192 | 7.3.23 | 07/05/24 – AGC/UCS/UDI/BASS – All Infrastructure work completed | 1 day | Jul 5 '24 | Jul 5 '24 |
| 193 | 7.3.24 | 07/25/24 – AE – All Device Installations Completed | 1 day | Jul 25 '24 | Jul 25 '24 |
| 194 | 7.3.25 | TBD – System Commissioning | 1 day | TBD | TBD |
| 195 | 7.3.26 | 08/09/24 – GO LIVE | 1 day | Aug 9 '24 | Aug 9 '24 |
| 196 | 7.4 | SEMINOLE MIDDLE One Project – One Permit | 49 days | Jun 4 '24 | Aug 9 '24 |
| 197 | 7.4.1 | 06/04/24 – BCPS – Submitted rough device drawings to AE and all other vendors | 1 day | Jun 4 '24 | Jun 4 '24 |
| 198 | 7.4.2 | 06/12/24 – BCPS – Submitted rough device drawings to AE and all other vendors | 1 day | Jun 12 '24 | Jun 12 '24 |
| 199 | 7.4.3 | 06/13/24 – BCPS – Requested Infrastructure proposals | 1 day | Jun 13 '24 | Jun 13 '24 |
| 200 | 7.4.4 | 06/17/24 – BCPS – Provided AGC with RUSH PO for Electrical | 1 day | Jun 17 '24 | Jun 17 '24 |
| 201 | 7.4.5 | 06/18/24 – BCPS – Processes RUSH POs for networking vendor services | 1 day | Jun 18 '24 | Jun 18 '24 |
| 202 | 7.4.6 | 06/18/24 – BCPS/AE – Agree via meeting to park the approximate 2% locations not showing on FISH Maps as part of plan change. | 1 day | Jun 18 '24 | Jun 18 '24 |
| 203 | 7.4.7 | 06/19/24 – AE – Submits designs for Plan Review (Minor count pending some portables, gym, and Bldg. 5 custodial area. Total of 11 portables not on FISH map will be captured via a plan update.) | 1 day | Jun 19 '24 | Jun 19 '24 |
| 204 | 7.4.8 | 06/19/24 – AGC submits plans for electrical permits | 1 day | Jun 19 '24 | Jun 19 '24 |
| 205 | 7.4.9 | 06/20/24 – AGC receives permit. | 1 day | Jun 20 '24 | Jun 20 '24 |
| 206 | 7.4.10 | 06/20/24 through 06/27/24 – AE – Provide other vendors with working installations drawings | 6 days | Jun 20 '24 | Jun 27 '24 |
| 207 | 7.4.11 | 06/21/24 – CAP – Approves conditional permit for AE plan | 1 day | Jun 21 '24 | Jun 21 '24 |
| 208 | 7.4.12 | 06/21/24 – AE/AGC – Need CAP Permit Applications (document only) for all four sites. | 1 day | Jun 21 '24 | Jun 21 '24 |
| 209 | 7.4.13 | 06/24/24 – AE Process PO for Installation Sub (mounts are already going up) | 1 day | Jun 24 '24 | Jun 24 '24 |
| 210 | 7.4.14 | 06/24/24 through 06/27/24 – AE – Provide proposals for the additional non-FISH map areas (11 portables and some modulars) | 4 days | Jun 24 '24 | Jun 27 '24 |
| 211 | 7.4.15 | 06/24/24 – CAP Issues permits for AE | 1 day | Jun 24 '24 | Jun 24 '24 |
| 212 | 7.4.16 | 6/24/24: AGC starts electrical installation. | 1 day | Jun 24 '24 | Jun 24 '24 |
| 213 | 7.4.17 | 06/25/24 through 07/02/24 – AGC/UCS/UDI/BASS – Infrastructure work ongoing, including new additional work. | 6 days | Jun 25 '24 | Jul 2 '24 |
| 214 | 7.4.18 | 06/27/24 – BASS – Install Fire Relay | 1 day | Jun 27 '24 | Jun 27 '24 |
| 215 | 7.4.19 | 07/01/24 – UCS submits plans for cabling permits | 1 day | Jul 1 '24 | Jul 1 '24 |
| 216 | 7.4.20 | 07/01/24 – BASS submits plans for fire relay permits | 1 day | Jul 1 '24 | Jul 1 '24 |
| 217 | 7.4.21 | 07/01/24 through 07/05/24 – BCPS to provide A with final decision on Plan Update for the additional non FISH Map areas | 5 days | Jul 1 '24 | Jul 5 '24 |
| 218 | 7.4.22 | 07/02/24 – AGC/UCS/UDI/BASS – All Infrastructure work should be completed | 1 day | Jul 2 '24 | Jul 2 '24 |
| 219 | 7.4.23 | 07/05/24 – AE – Starts device installations | 1 day | Jul 5 '24 | Jul 5 '24 |
| 220 | 7.4.24 | 07/25/24 – AE - All Device Installations Completed | 1 day | Jul 25 '24 | Jul 25 '24 |
| 221 | 7.4.25 | Seminole Mitigations: Kevin, Jeremy, Bill, Michael – IDF closet and space (Lynn will check in with Kevin on Monday, June 24 – Send response Kim and Bill) | 1 day | Jun 24 '24 | Jun 24 '24 |
| 222 | 7.4.26 | Seminole Mitigations: Kim, Lynn reconfirm all usage conflicts at Seminole – Summer classes, etc. and reply back to AE | | TBD | TBD |
| 223 | 7.4.27 | TBD – System Commissioning | | TBD | TBD |
| 224 | 7.4.28 | 08/09/24 – GO LIVE | 1 day | Aug 9 '24 | Aug 9 '24 |
| 225 | 7.5 | ADMINISTRATIVE | 5 days | Aug 5 '24 | Aug 9 '24 |
| 226 | 7.5.1 | SSEP/AE Teams collaborating on FINAL SSEP SOP and materials planning for school admin/DSOC training to be held during week of 08/05/24. (SSEP will report completion to Michael) | 1 day | Aug 5 '24 | Aug 5 '24 |
| 227 | 7.5.2 | Distribution of Teacher Devices Inventory/Plan – Possible unpackaging scheduled event with educators (Bill/Michael) | | TBD | TBD |
| 228 | 7.5.3 | 08/05/24 through 08/09/24: [ALL] Staff Training week – AE providing three representatives, including Mr. Spencer Anderson. One (1) hour for teacher training and half day for School Administrators. | 5 days | Aug 5 '24 | Aug 9 '24 |

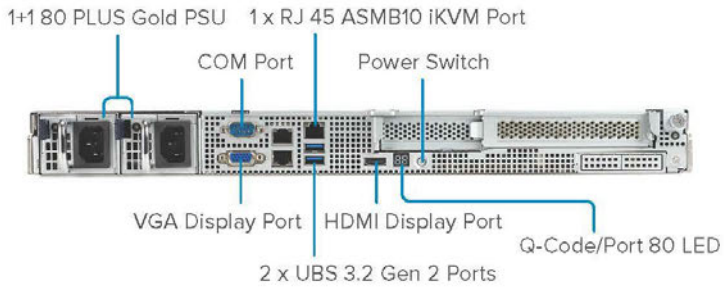
**EXHIBIT #8**

# EPIC HEAD END SERVER
## SPEC SHEET

AUDIO ENHANCEMENT®

EPIC System (Education Paging & Intercom Communications)® is a foundational solution built specifically for Education. EPIC System provides an inside look into campuses leveraging an interactive platform accessible via a web browser and mobile app. The **EPIC Head End Server** is a fully integrated device specifically designed to keep all the functions of EPIC System running smoothly.



# SPECIFICATIONS

| EPIC HEAD END SERVER | |
|---|---|
| Processor Support | 1 x Socket LGA 1200<br>Intel® Xeon® E processors (up to 95W)<br>Intel® Pentium™ processors |
| Core Logic | Intel® C252 PCH |
| Memory | Total Slots<br>4 (2 channel)<br>Capacity<br>Maximum up to 128GB<br>Memory Type<br>DDR4 3200/2933/2666<br>ECC and non ECC UDIMM<br>Memory Size<br>32GB, 16GB, 8GB,<br>4GB (UDIMM) |
| Expansion Slots | Total PCI/PCIX/PCI E/PIKE Slots (3)<br>Slot Type<br>1 x PCI E x 16 (Gen4 x16 Link, switch to x8 link when slot B occupied), FH/HL<br>1 x PCI E x 8 (Gen4 x8 Link), HH/HL<br>1 x PCI E x 8 (Gen3 x4 Link), Proprietary R/A slot (optional for Intel X710 10G LAN card) |
| Disk Controller | SATA Controller<br>Intel® C252 Chipset<br>6 x SATA3 6Gb/s ports<br>Intel®VROC (For Linux/ Windows) (Support Software RAID 0/1/5/10<br>SAS Controller<br>ASUS PIKE II 3008<br>8i 8 port SAS 12G RAID card<br>ASUS PIKE II 3108 8i 8 port<br>SAS 12G HW RAID card |
| Storage Bays | 4 x 3.5"/2.5" Hot Swap HDD Bays, up to (2*SATA/SAS/ NVMe + 2*SATA/ |
| Networking | 2 x Intel® I210 AT + 1 x Mgmt LAN |
| Graphic | Aspeed AST2600 with 64MB VRAM |
| I/O Ports | Rear I/O Ports<br>2 x USB 3.2 Gen 2 ports<br>1 x VGA port *<br>1 x HDMI port from CPU<br>1 x COM port<br>2 x RJ 45 ports<br>1 x RJ 45 ports (One for ASMB10 iKVM)(Optional)<br>Front I/O Ports<br>1 x VGA port*<br>2 x USB 3.2 Gen1 ports<br>*Must support by ASMB10 |
| Power Supply | Single 350W 80 PLUS Gold PSU (RS300-E11-PS4)<br>1+1 450W 80 PLUS PLATINUM RPSU (RS300-E11-RS4) |

| EPIC HEAD END SERVER (CONTINUED) | |
|---|---|
| Switch/LED | Rear Switch/LED:<br>1 x Q-Code/Port 80 LED<br>1 x Power switch<br>Front Switch/LED:<br>1 x Power switch/LED<br>1x Location switch/LED<br>1 x Reset switch<br>1 x HDD Access LED<br>1 x Message LED<br>LAN 1-2 LED |
| Environment | Operation temperature:<br>10°C~ 35°C<br>Non operation temperature:<br>-40°C~ 70°C<br>Non operation humidity:<br>20% ~ 90%<br>(Non condensing) |
| Weight | 22.70 lbs. (363.32 oz) |
| Dimensions | 1.73 (H) x 17.3 (W) x 19.57 (D) in.<br>(497 x 439.5 x 44 mm) |

# EPIC KIOSK
## SPEC SHEET

The **EPIC System Kiosk** is a compact computing device specifically designed to power the front-end interactions of EPIC (Education Paging and Intercom Communications) System®. The Kiosk features a 24" (23.6" viewable) full HD multi-touch display. The EPIC System Kiosk also includes a paging microphone that provides crystal-clear audio, ensuring important messages will be heard clearly by their intended recipients.



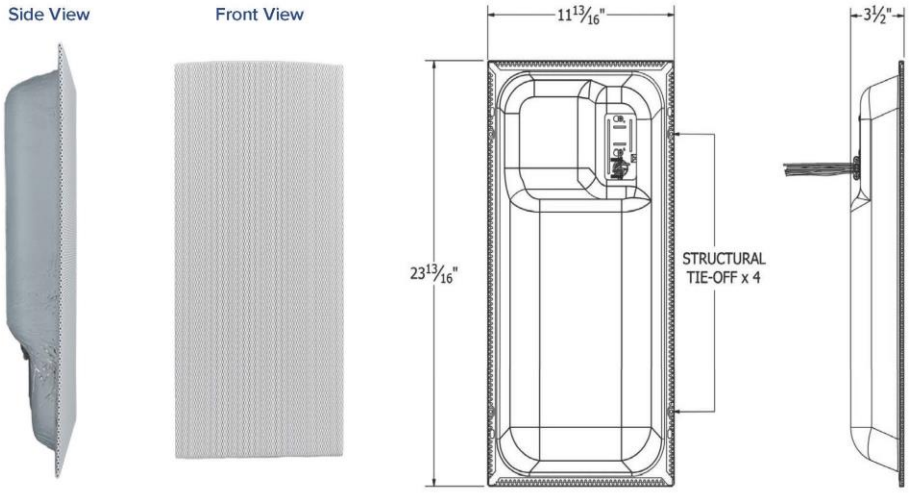
# SPECIFICATIONS

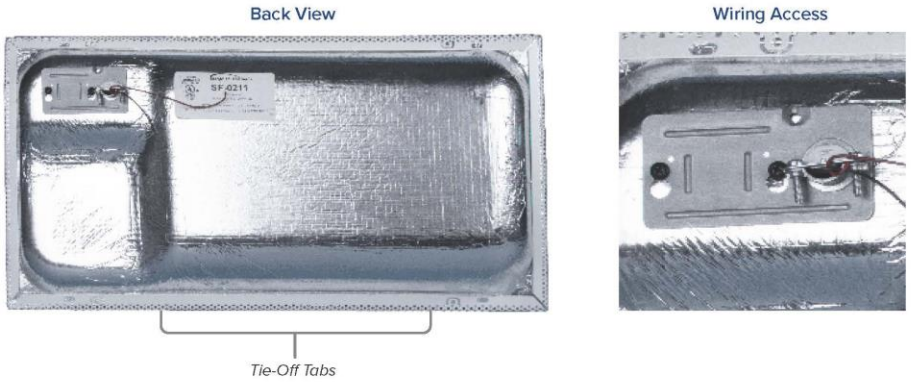
| EPIC SYSTEM KIOSK | |
|---|---|
| CPU Processor Type | Rockchip® RK3288W Cortex-A17 Quad-Core |
| Ports | (1) 3.5 mm Audio In, (1) 3.5 mm Audio Out, (1) HDMI In, (1) HDMI Out, (1) RJ45-Ethernet, (4) USB 2.0, (1) DC Power (12V/4A) |
| Networking | RJ45 Ethernet / WIFI - 802.11a/b/g/n/ac |
| Memory | 2GB DDR3 |
| Storage | 16GB EMMC |
| Size | Display - 24 in (609.60 mm) Viewable Area - 23.6 in (599.40 mm) |
| Panel Type | IPS |
| Resolution | 1920x1080 |
| Static Contrast Ratio | 3000:1 |
| Brightness | 250 cd/m2 |
| Response Time (Typical GTG) | 16 ms |
| Panel Surface | Anti-glare, Hard coating 3H |
| Touch Technology | Capacitive |
| Internal Speakers | (2) 2.50 W |
| Power Consumption | (Typical): 16 W (Max): 40 W |
| Voltage | AC 100-240V (universal), 50-60 Hz |
| Viewing Angles | 178° horizontal, 178° vertical |
| Capsule Type | Uni-Directional Cardioid Microphone / Electret condenser |
| Sensitivity | -42dB + 3dB (0 dB = 1 V/microbar, 1K Hz indicated by open circuit) |
| Regulations | cTUVus, FCC-B(including ICES003), FCC-ID, CA IC |
| Frequency response and output impedance | 70Hz to 16K Hz / 600ohm + 30% (at 1K Hz) (RL=680 ohm) |
| Microphone Connector | (Male) 3.5 mm Stereo plug |
| Goosenect Length | 19 in (482.60 mm) |
| VESA Compatible Mount | 3.93 x 3.93 in (100 mm x 100 mm) / Screw Size: M4 |
| Weight | Net 12.70 lbs. (203.20 oz) / Gross 16.70 lbs (267.20 oz) |
| Packaging Dimensions | 25 (H) x 17.10 (W) x 4.90 (D) in (643 x 435 x 140 mm) |
| Kiosk Dimensions | 22.60 (H) x 13.90 (W) x 1.90 (D) in (572.90 x 351.80 x 47 mm) |

*Audio Enhancement products are RoHS and UL compliant. Kiosk Specifications*
**EPIC System Kiosk Paging Microphone is not UL Listed*

AUDIO ENHANCEMENT®

# FS-22 Flat Panel Speaker
## Specifications




The **FS-22 Flat Panel Speaker** is a custom, fully assembled speaker. Enjoy crystal-clear audio in schools and district buildings. This speaker is designed to be a ceiling tile replacement speaker and fits into a standard grid ceiling. A replacement 24", "T" rail is included, allowing the installer to make one simple cut across a tile to create the 1-foot opening for the speaker. Includes four (4) secure tie-off tabs for additional security. Meets UL2043 criteria for plenum installation.

800.383.9362 • www.AudioEnhancement.com



## Speaker Specifications

| | |
|---|---|
| Frequency Response | 70 Hz - 15 kHz (-10 dB)<br>100 Hz - 14 kHz +/-2 dB) |
| Power Handling | 50 W continuous pink noise |
| Sensitivity | 88 dB (1W/1M) |
| Impedance | 8 Ohm nominal |
| Mounting | Lay in, four tie-off tabs for additional mounting integrity<br>(1) 24", "T"rail included |
| Plenum Rated Back Can | Speaker back can meets UL2043 criteria for plenum installation |
| Speaker Wire Terminals | Speaker wires |
| Weight | 4.6 lbs. (1.2 kg) |
| Dimensions | Height 24 in. (609.6 mm)<br>Width 12 in. (304.8 mm)<br>Depth 3.75 in. (95.25 mm) |

Back can is RoHS and UL compliant.

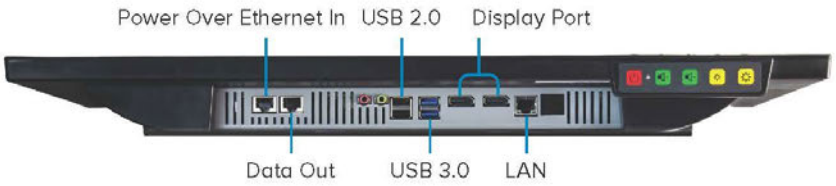
AUDIO ENHANCEMENT®

# INFOVIEW DISPLAY
## SPEC SHEET

AUDIO ENHANCEMENT

The EPIC System (Education Paging & Intercom Communcations)® **InfoView Display** is a display device specifically designed for the K-12 campus. With a PoE powered 24" Full HD display this high-performance, energy-efficient, world-class visual messaging device delivers power and data over a single Ethernet cable, offering greatly increased flexibility with location and positioning.



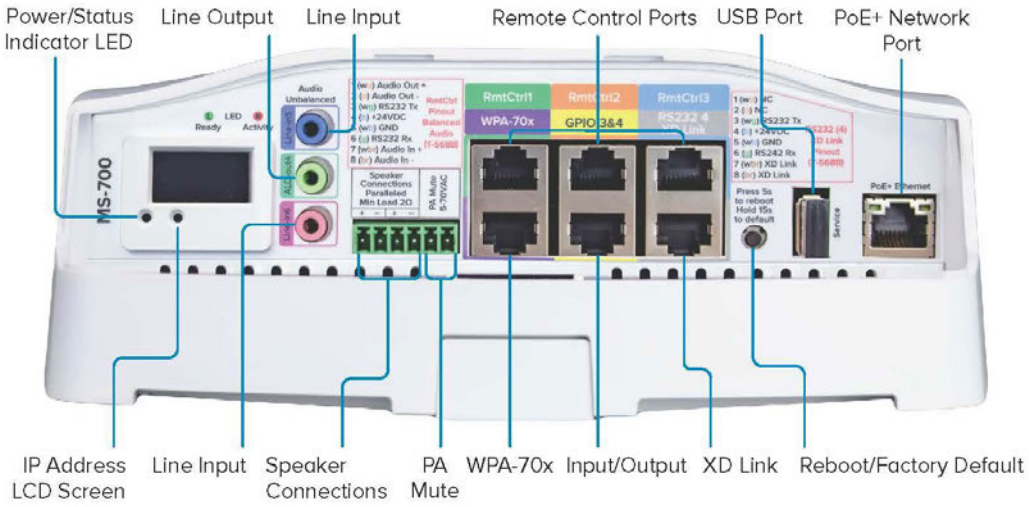
# SPECIFICATIONS

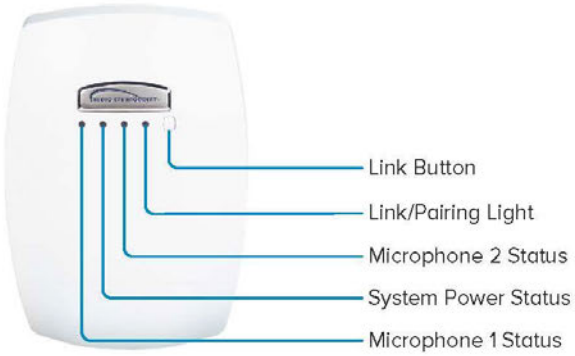
| INFOVIEW DISPLAY | |
|---|---|
| CPU | Ryzen Series Processing Technology |
| Memory | 8 GB DDR4 2400 MHz |
| Storage | 128 GB M.2 2280 SSD |
| Network | 10/100/1000 Auto Sensing Megabit Ethernet (RJ45) |
| Audio | High Definition Audio Codec |
| VESA Wall Mount | 75 x 75 mm; 100 x 100 mm |
| Warranty | 1 Year Warranty on parts and labor against manufacturing defects |
| Regulatory | CE / FCC B / EN60950 / RoHS |
| Recycle/Disposal | Dispose of in Accordance with Local, State and Federal Laws |
| Resolution | Up to 1920 x 1080, 32-bit Color |
| Display | 24" Diagonal |
| Aspect Ratio | 16:9 |
| Graphics | Integrated Graphics Engine |
| **POWER** | |
| Voltage | 12V, 5A DC (optional PoE 802.3AT+ or UPoE support available) |
| Consumption | Average: Below 30W |
| **CONNECTORS** | |
| LAN | (1) RJ45 |
| USB | (2) USB 3.0 and (2) USB 2.0 |
| Video | (1) HDMI |
| Microphone In | (1) 3.5 mm |
| Headphone | (1) 3.5 mm |
| Power | 12V DC In |
| **SOFTWARE** | |
| Operating System | Thinlabs Embedded Linux |
| Network Standards | Local browser, Gigabit Ethernet, DHCP, Wake on LAN, Media Player, SSL, PPPoE |
| **OPERATING CONDITIONS** | |
| Temperature | Operating: 41° - 95°F (5° - 35°C)<br>Storage: -10° - 140°F (-23° - 60°C) |
| Humidity | 10 - 90% (non-condensing) |
| **WEIGHT AND DIMENSIONS** | |
| Weight - No Accessories | 15.60 lbs (249.60 oz) |
| Dimensions | 14.80 (H) x 20.87 (W) 6.81 in (376 x 530 x 173 mm) |

# MS-700 OPTIMUM AMPLIFIER

## SPEC SHEET

The **MS-700 Optimum Amplifier** is a fully integrated networked classroom amplifier and wireless microphone receiver. This amplifier has network-based intercom, paging and emergency notification, and provides full-duplex audio. It is easy-to-use, easy-to-install, and has simple user interface software. The entire unit utilizes Power over Ethernet (PoE+). Intercom and paging functionalities* are built-in. When used in conjunction with an Uninterruptable Power Supply (UPS), during emergencies, paging can still be heard, even when the power goes out. This unit can be installed as part of the SAFE System (Signal Alert For Education)®.



# SPECIFICATIONS

| MS-700 OPTIMUM AMPLIFIER WITH INTEGRATED XD RECEIVER | |
|---|---|
| Line Inputs | For PC, DVD audio, MP3, auxiliary mic, or other multimedia sources<br>• (2) Line unbalanced stereo inputs (3.5 mm)<br>• (3) Remote control ports with audio in<br>• Internal Network Audio<br>• Integrated XD Microphone Receiver |
| Line Outputs | (1) Unbalanced (3.5 mm) output<br>(3) Remote control ports with audio out (RJ45 connectors) |
| Equalizer | 5-Band Equalizer |
| USB A Connector | Control and configuration via App |
| Minimum Load Impedance | 4 Ohms on each pair of terminals (2 Ohm load overall is nominal) |
| Amplifier Type | 92% Efficient Class D |
| Continuous Power @ 1% THD | 30W powered by PoE† |
| S/N | >89 dB @ 20 Hz to 20 kHz at maximum output |
| Protection Circuits | Thermal and short circuit protected |
| PA Connector | Connects to public address system and mutes amplifier during announcements<br>Input Voltage: 4V RMS to 74V RMS |
| Control Ports | (3) RJ45 remote control ports<br>• Integration with LCD wall plate control<br>• Input/output (I/O) aux port for sense, strobe, etc.<br>(1) WPA-70 wall plate port for Intercom call, emergency alert, room microphone<br>(1) Input/output port |
| Power Supply | PoE + 802.3af/at† |
| Temperature/Humidity | Storage: -40 - 158° F (-40 - +70° C)/ 10-90% non-condensing<br>Operating: -32 - 122° F (0 - +50° C) / 10-90% |
| Enclosure Type | ABS Plastic |
| Ethernet I/F | 10/100 Mbps |
| Power Input (Network) | PoE 802.3af/at† |
| Protocols | SIP RFC 3261 compatible*<br>UDP Directed Broadcast<br>Multi-cast and VoIP enabled |
| Lineout:<br>Output Signal Amplitudes | 2.0 VPP maximum |
| Output Level | +2 dBm nominal |
| Total Harmonic Distortion | 0.5% maximum |
| Weight | 2.15 lbs (40 oz) |
| Dimensions | 12.20 (H) x 8.70 (W) x 3.00 (D) in (310 x 221 x 76 mm) |

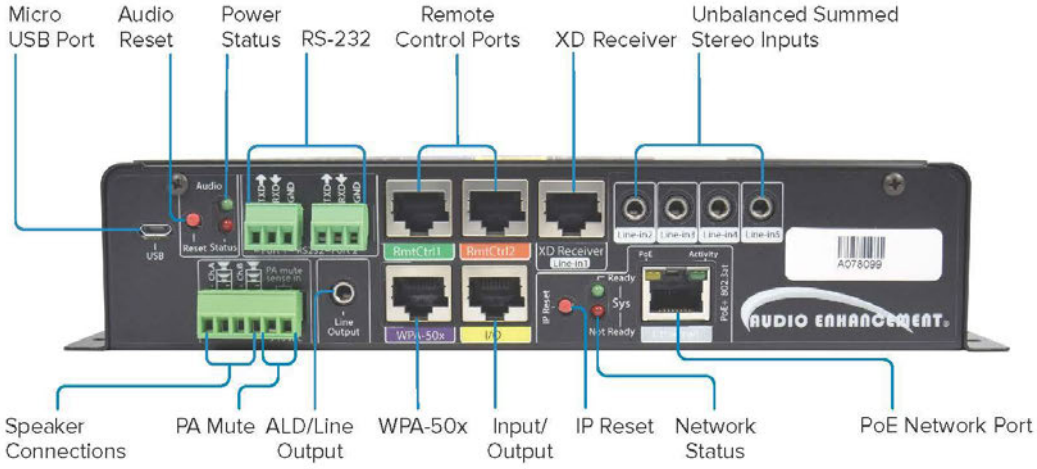
† Dependent on PoE switch.
*Third party SIP License required.

*The SAFE System (patent pending) is an alert notification system not intended to be a life-saving device or prevent emergencies. Audio Enhancement, our agents, employees, subsidiaries, affiliates and parent companies are exempt from liability for any loss, damage, injury or other consequence arising directly or indirectly from the application of our equipment. In the event of misuse or malfunction of the SAFE System or any of its components, Audio Enhancement, our agents, employees,subsidiaries, affiliates and parent companies are exempt from liability for any loss, damage, injury or other consequence arising directly or indirectly therefrom.*

# MS-500 OPTIMUM AMPLIFIER

## SPEC SHEET

The **MS-500 Optimum Amplifier** is a classroom amplifier with network-based intercom, paging and emergency notifications, providing full-duplex audio. It is easy-to-use, easy-to-install, and has a simple user interface software. The entire unit is Powered over Ethernet (PoE) ensuring that during emergencies, paging can still be heard, even when the power goes out. Intercom and paging functionalities are built-in.






# SPECIFICATIONS

| MS-500 OPTIMUM AMPLIFIER | |
|---|---|
| Line Inputs | For PC, DVD audio, MP3, auxiliary mic, or other multimedia sources<br>• (4) Line unbalanced stereo inputs (3.5 mm)<br>• (1) Input connector for XD Receiver<br>• Internal Network Audio |
| Line Outputs | (1) Unbalanced (3.5 mm) output<br>(2) Unbalanced line outputs (RJ45 connectors) |
| Equalizer | 5-Band Equalizer |
| Mini USB | Control and configuration via software |
| Minimum Load Impedance | 4 Ohms on each pair of terminals (2 Ohm load overall is nominal) |
| Amplifier Type | 92% Efficient Class D |
| Continuous Power @ 1% THD | 30 W powered by PoE* |
| S/N | >89 dB @ 20 Hz to 20 kHz at maximum output |
| Protection Circuits | Thermal and short circuit protected |
| PA Connector | Connects to public address system and mutes amplifier during announcements<br>Input Voltage: 4V RMS to 74V RMS |
| Control Port | RS-232, 3-pin screw terminal block header, RJ45 remote control port<br>• (2) RS-232 communication ports: (1) for XD Receiver, and (1) to control another classroom device such as a projector<br>• (2) Remote Control Ports: for integration with LCD wall plate controls<br>• XD Receiver, power out and audio input<br>• Intercom call, emergency alert, room microphone wall plate port (WPA-50x)<br>• Input/output (I/O) aux port for sense, strobe, etc. |
| Power Supply | PoE+ 802.3af/at* |
| Temperature/Humidity | Storage: -40 - 158°F (-40 ~ +70°C) / 10 - 90% non-condensing<br>Operating: -32 - 122°F (0 ~ +50°C) / 10 - 90% |
| Enclosure Type | Metal |
| Ethernet I/F | 10/100 Mbps |
| Power Input (Network) | PoE 802.3af/at* |
| Operating Temperature | 14° - 122°F (-10° ~ 50°C) |
| Protocols | SIP RFC 3261 compatible<br>UDP Directed Broadcast<br>Multi-cast and VoIP enabled |
| Line Out:<br>Output Signal Amplitudes | 2.0 VPP maximum |
| Output Level | +2 dBm nominal |
| Total Harmonic Distortion | 0.50% maximum |
| Weight | 1.30 lbs (20.79 oz) |
| Dimensions | 1.81 (H) x 9.19 (W) x 3.56 (D) in (45.97 x 233.43 x 90.42 mm) |

# XD TEACHER MICROPHONE
## SPEC SHEET

AUDIO ENHANCEMENT + Est. 1978

The **XD Teacher Microphone** is the perfect teacher option for reaching every student in large spaces, classrooms with windows, libraries, and gymnasiums. Teachers can speak comfortably and clear, allowing every student to succeed no matter where they are in the room. Get the same great audio quality you've come to expect from Audio Enhancement®, in more teaching spaces than ever before!




*Front*




*Right Side View*




*Left Side View*

# SPECIFICATIONS

| XD TEACHER PENDANT MICROPHONE | |
|---|---|
| Microphone Controls | PWR/MUTE: Power and Mute<br>SELECT/Confirm Room: OWN - OTHER - CH3 and Room Confirmation<br>Up/Down Arrows: Volume control<br>REC/Record: Manually start/stop video recording<br>INT/Intercom: Initiate an intercom session<br>Alert: Initate an alert<br>Emergency Security Function (SAFE System*) |
| LEDs | OWN/OTHER/CH 3: Input Select<br>• Green – Microphone input is selected<br>• LED turns off after 5 seconds<br><br>BATT: Battery Status<br>• Green – Power is on, Mic is Charged and USB-C cable is disconnected<br>• Red – Battery is Charged if the USB-C cable is connected<br>• Red Blink – Charging, USB-C cable must be connected to charge<br><br>LINK: Wireless Link<br>• Red Blink – Mic is not linked to XD Receiver<br>• Yellow Blink – Mic is connecting to XD Receiver<br>• Green – Mic is linked to XD Receiver<br>• OFF – While battery is charging (LINK is disabled during charging) |
| System Frequency | DECT Technology 1.9 GHz |
| Coverage | Optimal coverage from small classrooms to cafes, gyms and other large spaces |
| Microphone Type | Unidirectional electret condenser microphone |
| Microphone In | Line Level 3.5 mini jack (plug-in power compatible) |
| Audio In | Line Level 3.5 stereo mini jack (monaural mix) |
| Battery Type | Lithium-Ion Battery (rechargeable) |
| Talk Time | 8 - 10 Hours |
| Charge Time | ~4 Hours (5V/500mA) |
| Charging Method | USB-C charger (supplied) |
| Temperature Range | Storage: -40 - 158° F (-40° - 70° C)/ 10-90% non-condensing<br>Operating: 41° - 95° F (5° - 35° C)/ 10-90% |
| Weight | 0.11 lbs (1.80 oz) |
| Dimensions | 3.31 (H) x 1.89 (W) x 0.63 (D) in (84 x 48 x 16 mm) |

**The SAFE System (patent pending) is an alert notification system not intended to be a life-saving device or prevent emergencies. Audio Enhancement, our agents, employees, subsidiaries, affiliates and parent companies are exempt from liability for any loss, damage, injury or other consequence arising directly or indirectly from the application of our equipment. In the event of misuse or malfunction of the SAFE System or any of its components, Audio Enhancement, our agents, employees,subsidiaries, affiliates and parent companies are exempt from liability for any loss, damage, injury or other consequence arising directly or indirectly therefrom.*

# XD STUDENT MICROPHONE
## SPEC SHEET

AUDIO ENHANCEMENT + Est. 1978

The **XD Student Microphone** engages students in class discussions and makes their voices heard throughout the room. Students that use the handheld microphone speak more confidently and thoughtfully. XD technology allows microphones to be utilized in any room — e.g. classrooms, gyms, band rooms, cafeterias, rooms containing windows, and open plan classrooms. This microphone also works in areas where objects often come between the microphone and receiver.






# SPECIFICATIONS

| XD STUDENT HANDHELD MICROPHONE | |
|---|---|
| Microphone Controls | LINK: Link Mic to XD Receiver<br><br>TALK: Push to Talk (button)<br><br>TALK: Slide to Talk (switch) |
| LEDs | BATT: Battery Status<br>• Green – Power is on<br>• Solid Red w/ Charge Cable Plugged in – Mic is Charged<br>• Yellow – Low Battery<br>• Red – Very Low Battery (turn off within the next 5 minutes)<br>• Red Blink – Charging<br><br>LINK: Wireless Link<br>• Red Blink – Mic is not linked to XD Receiver<br>• Yellow Blink – Mic is connecting to XD Receiver<br>• Green – Mic is linked to XD Receiver<br>• OFF – While battery is charging (LINK is disabled during charging) |
| System Frequency | DECT 1.9 GHz |
| Coverage | Optimal coverage from small classrooms to cafes, gyms and other large spaces |
| Microphone Type | Unidirectional electret condenser microphone |
| Auxiliary Input | Line level stereo mini jack (monaural mix) |
| Battery Type | Lithium-Ion (rechargeable) |
| Talk Time | 8 - 10 Hours |
| Charge Time | ~4 Hours |
| Charging Method | USB-C charger (supplied) |
| Temperature Range | Storage: -40 - 158° F (-40° - 70° C)/ 10-90% non-condensing<br>Operating: 41° - 95° F (5° - 35° C)/ 10-90% |
| Humidity Range | ~90% |
| Weight | 0.30 lbs (4.80 oz) |
| Dimensions | 8.50 (H) x 1.75 (W) x 1 .56 (D) in (217 x 44 x 40 mm) |

AUDIO ENHANCEMENT®

# Wall Plate Specifications




The **WPA-501, WPA-502, WPA-504,** and **WPA-505** Wall Plates expand the communication between classrooms and the office. These wall plates are easy to connect and install, saving time and money.



| | | | | |
|---|---|---|---|---|
| Controls | N/A | Green membrane button to initiate intercom call. Red membrane button to initiate emergency alert | Green membrane button to initiate intercom call | Red membrane button to initiate emergency call |
| Weight | .04 lbs (0.64 oz) | .1 lbs (1.6 oz) | .05 lbs (0.8 oz) | .05 lbs (0.8 oz) |

| | |
|---|---|
| Dimensions | 1.26 in. (L) x 1.5 in. (W) x 4.09 in. (H) (3.2 cm x 3.8 cm x 10.4 cm) |
| Mounting | Standard single-gang Decora® wall plate |
| Color | White |
| Microphone Type | Omni-directional electret |
| Microphone Sensitivity | -44 dB |
| Terminations | RJ45 |

Purple CAT6 Plenum Rated Cable
for use with Wall Plates



Quoted separately, select the appropriate length for each project.

1300-2200 — 50' length
1300-2201 — 35' length
1300-2202 — 15' length
1300-2203 — 3' length
1300-2204 — 100' length

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DC - 40602.02

**EXHIBIT #9**

# PETERS ELEMENTARY SCHOOL INSPECTION

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## INSPECTION REPORT

| | | | |
|---|---|---|---|
| **PERMIT No.** | 1829862 | **REPORT No.** | F - 1 |
| **PROJECT TITLE** | INT-1829862 Peters Elementary FIRE | **INSPECTION DATE** | 10/8/2025 |
| **PROJECT NUMBER** | | **REPORT DATE** | 10/8/2025 |
| **LOCATION** | 851 NW 68TH AVE, PLANTATION, FL 33317 | **INSPECTOR** | Hernan Lopez |
| **CONTACT** | WALTER JARAMILLO | **CONTRACTOR** | BASS UNITED FIRE & SECURITY SYSTEMS, INC. |
| | | **INSPECTOR LICENSE** | 261931 |

**INSPECTION PERFORMED:** Fire Inspection
**INSPECTION SUBTYPE:**

**INSPECTION RESULTS:** FAIL

| AREA INSPECTED / INSPECTION COMMENTS |
|---|
| |

| PENDING AND NON-COMPLIANCE ITEMS |
|---|
| Audio failed to shut down when FACP was in alarm.<br><br>NFPA 72:10.7.2 Fire alarm signals shall take precedence over all other signals, except as permitted by 10.7.1 or 10.7.3. |

**EXHIBIT #10**

# TROPICAL ELEMENTARY SCHOOL INSPECTION

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## INSPECTION REPORT

| | | | |
|---|---|---|---|
| **PERMIT No.** | | **REPORT No.** | E - 4 |
| **PROJECT TITLE** | DHH-1212174 TROPICAL ELEMENTARY SCHOOL CLASSROOM AUDIO & INTERCOM PAGING EMPTY CONDUIT | **INSPECTION DATE** | 7/12/2024 |
| **PROJECT NUMBER** | 2169-89 | **REPORT DATE** | 7/18/2024 |
| **LOCATION** | Building 1 & Cafeteria | **INSPECTOR** | ronnie herrera |
| **CONTACT** | Anbal Barrada | **CONTRACTOR** | AGC Electric Inc. |
| | | **INSPECTOR LICENSE** | BN7864 |

**INSPECTION PERFORMED:** Electrical Inspection
**INSPECTION SUBTYPE:** LV Rough

**INSPECTION RESULTS:** FAIL

**AREA INSPECTED / INSPECTION COMMENTS**

**PENDING AND NON-COMPLIANCE ITEMS**

this inspection was performed on 7/12/24

contractor needs to make some correction prior to calling the next inspection.
missing strapping on conduit that was installed by another contractor.

here are some pictures on the inspection

**PICTURES**




INTERCOM



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# INSPECTION REPORT

| | | | |
|---|---|---|---|
| **PERMIT No.** | | **REPORT No.** | E - 1 |
| **PROJECT TITLE** | DHH-1232305 Tropical Elementary School Classroom Audio & Intercom Paging | **INSPECTION DATE** | 8/2/2024 |
| **PROJECT NUMBER** | 1232305 | **REPORT DATE** | 8/2/2024 |
| **LOCATION** | 1500 NW 66th Ave. Plantation, FL 33317 | **INSPECTOR** | ronnie herrera |
| **CONTACT** | Bill Calder | **CONTRACTOR** | Audio Enhancement |
| | | **INSPECTOR LICENSE** | BN7864 |

**INSPECTION PERFORMED:** Electrical Inspection
**INSPECTION SUBTYPE:** Rough

**INSPECTION RESULTS: FAIL**

**AREA INSPECTED / INSPECTION COMMENTS**

**PENDING AND NON-COMPLIANCE ITEMS**

8/2/24

Existing intercom system is not working at the moment. According to the staff existing intercom system was working Prior to the new installation of the audio enhancement system

This inspection was for the Call Button Test, Speaker Functionality Test.

Building #1
SHEET AV-1022 Restroom in building #1 Under construction, not accessible Missing speakers

SHEET AV-102 class room 116 has an existing call button and speaker This room is not occupied with any audio enhancement equipment.

SHEET AV-102 Class Room 155 on the plans and 156 on the school.

There is an existing Speaker that is not working with an all page

SHEET AV-102 Room 158 Speaker and info view not working

SHEET AV-103Emergency button not working in class room 139

SHEET AV-103 speaker and call button not working in class room 142

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# INSPECTION REPORT

| | | | |
|---|---|---|---|
| **PERMIT No.** | | **REPORT No.** | E - 3 |
| **PROJECT TITLE** | DHH-1232305 Tropical Elementary School Classroom Audio & Intercom Paging | **INSPECTION DATE** | 10/2/2024 |
| **PROJECT NUMBER** | 1232305 | **REPORT DATE** | 10/3/2024 |
| **LOCATION** | 1500 NW 66th Ave. Plantation, FL 33317 | **INSPECTOR** | John Quintana |
| **CONTACT** | Bill Calder | **CONTRACTOR** | Audio Enhancement |
| | | **INSPECTOR LICENSE** | BN8869 |

**INSPECTION PERFORMED:** Electrical Inspection
**INSPECTION SUBTYPE:** Rough

**INSPECTION RESULTS:** FAIL

**AREA INSPECTED / INSPECTION COMMENTS**

**PENDING AND NON-COMPLIANCE ITEMS**

This inspection was for the Call Button and Speaker Functionality Test.

Items that are still pending are fire relay, battery backup, UPS, call buttons and speakers not working that are listed below.

BUILDING #1

Sheet AV101 Pending items in rooms/hallways:

Hallways - 002C, 003A, 010, 010B, and 010D speakers are not working.
179 - call buttons and speakers are not working.
185 - call buttons and speakers are not working.
186 - call buttons and speakers are not working.

Sheet AV102 Pending items in rooms:

Restrooms in building #1 Under construction, not accessible Missing speakers.
158 - interior speakers and info view not working.
Check RED note on this sheet.

Sheet AV103 Pending items in rooms:

139 - emergency button not working.
142 - call buttons and speakers not working.

BUILDING 8 was completely offline (in yellow).

**EXHIBIT #11**

# SEMINOLE MIDDLE SCHOOL

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## INSPECTION REPORT

| | | | |
|---|---|---|---|
| **PERMIT No.** | | **REPORT No.** | E - 1 |
| **PROJECT TITLE** | DHH-1383425 Seminole MS DHH Improvements | **INSPECTION DATE** | 8/6/2024 |
| **PROJECT NUMBER** | 2169-89-9 | **REPORT DATE** | 8/6/2024 |
| **LOCATION** | Entire Campus | **INSPECTOR** | John Quintana |
| **CONTACT** | William Valdivia | **CONTRACTOR** | AGC Electric Inc. |
| | | **INSPECTOR LICENSE** | BN8869 |

**INSPECTION PERFORMED:** Electrical Inspection
**INSPECTION SUBTYPE:** Empty Conduit LV

**INSPECTION RESULTS:** FAIL

| AREA INSPECTED / INSPECTION COMMENTS |
|---|
| |

| PENDING AND NON-COMPLIANCE ITEMS |
|---|
| FBC 107.4 work not installed per plans.<br>1. Pending final revision of plans.<br>2. The following twelve rooms do not have an additional speaker as shown on the plans: 101R, 102D, 111, 151E, 176, 210A, 210C, 210D, 210F, 210G, 210H, and 211A. |

| PICTURES |
|---|
| |

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# INSPECTION REPORT

| | | | |
|---|---|---|---|
| **PERMIT No.** | | **REPORT No.** | E - 1 |
| **PROJECT TITLE** | DHH-UCS-1383741Seminole MS-Cabling and Conduit for Infoviews in Restrooms and Classrooms | **INSPECTION DATE** | 8/6/2024 |
| **PROJECT NUMBER** | 1383741 | **REPORT DATE** | 8/6/2024 |
| **LOCATION** | 6200 SW 16th Street, Plantation, FL 33317 | **INSPECTOR** | John Quintana |
| **CONTACT** | Cheryl Mahfood | **CONTRACTOR** | Universal Cabling Systems, Inc. |
| | | **INSPECTOR LICENSE** | BN8869 |

**INSPECTION PERFORMED:** Electrical Inspection
**INSPECTION SUBTYPE:** Electrical Final

**INSPECTION RESULTS:** **FAIL**

**AREA INSPECTED / INSPECTION COMMENTS**

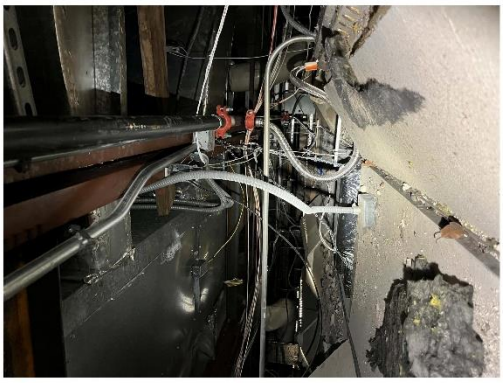
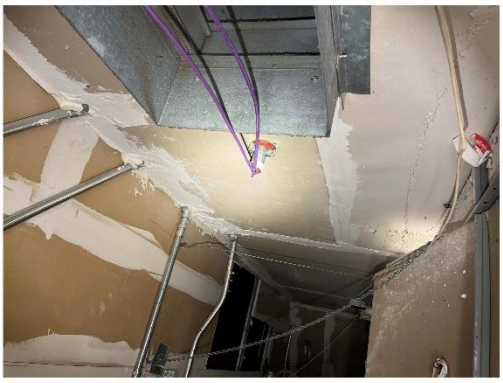
**PENDING AND NON-COMPLIANCE ITEMS**

FBC 107.4 work not installed per plans.
1. Pending final revision of plans.
2. The following twelve rooms do not have an additional speaker as shown on the plans: 101R, 102D, 111, 151E, 176, 210A, 210C, 210D, 210F, 210G, 210H, and 211A.

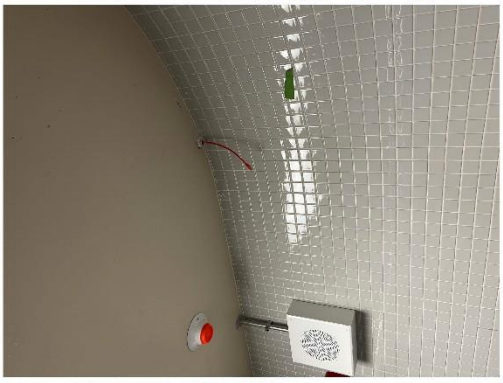
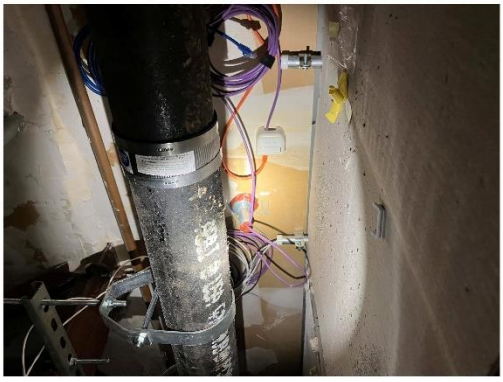
**PICTURES**

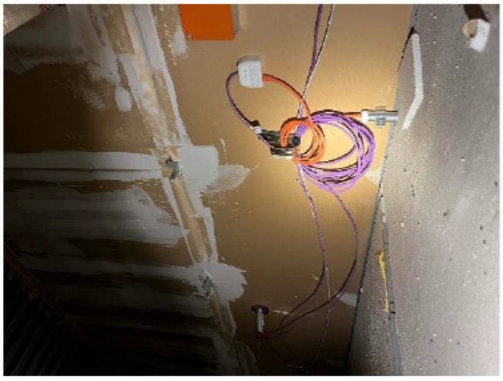


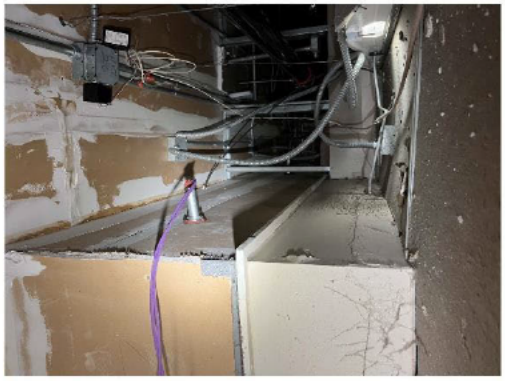


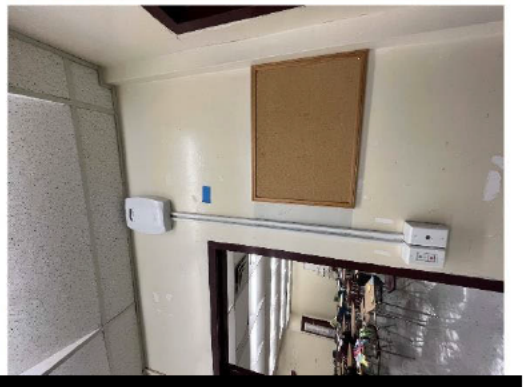


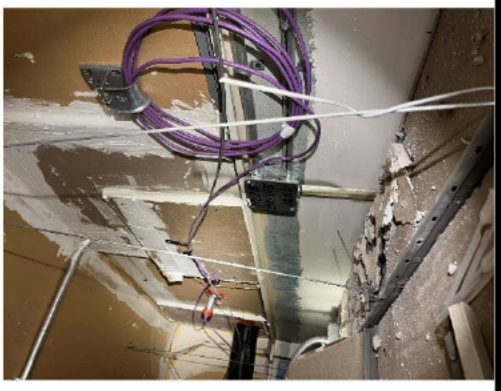











[redacted]

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# INSPECTION REPORT

| | | | |
|---|---|---|---|
| **PERMIT No.** | | **REPORT No.** | E - 1 |
| **PROJECT TITLE** | DHH-1384493 Seminole Middle School | **INSPECTION DATE** | 10/2/2024 |
| **PROJECT NUMBER** | 1384493 | **REPORT DATE** | 10/4/2024 |
| **LOCATION** | Seminole Middle School | **INSPECTOR** | John Quintana |
| **CONTACT** | Bill Calder | **CONTRACTOR** | Audio Enhancement |
| | | **INSPECTOR LICENSE** | BN8869 |

**INSPECTION PERFORMED:** Electrical Inspection
**INSPECTION SUBTYPE:** Rough

**INSPECTION RESULTS:** **FAIL**

**AREA INSPECTED / INSPECTION COMMENTS**

**PENDING AND NON-COMPLIANCE ITEMS**

This inspection was for the Call Button and Speaker Functionality Test of Building #2 (sheets AV107 and AV 108).

Items that are still pending are fire relay, battery backup, UPS, call buttons and speakers not working that are listed below, and the other buildings shown on plans.

BUILDING #2

Sheet AV107 Pending items in rooms:
214 - bathroom under construction is missing the info view.
215 - bathroom under construction is missing the info view.
219 - speakers and info view are not working.

Sheet AV108 Pending items in rooms:
221 - info view not working
222 - info view not working.
223 - info view not working.
224 - info view and 2 speakers not working.
226 - info view not working.
227 - info view not working.

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# INSPECTION REPORT

| | | | |
|---|---|---|---|
| **PERMIT No.** | | **REPORT No.** | E - 1 |
| **PROJECT TITLE** | DHH-1384493 Seminole Middle School | **INSPECTION DATE** | 10/2/2024 |
| **PROJECT NUMBER** | 1384493 | **REPORT DATE** | 10/4/2024 |
| **LOCATION** | Seminole Middle School | **INSPECTOR** | John Quintana |
| **CONTACT** | Bill Calder | **CONTRACTOR** | Audio Enhancement |
| | | **INSPECTOR LICENSE** | BN8869 |

**INSPECTION PERFORMED:** Electrical Inspection
**INSPECTION SUBTYPE:** Rough

**INSPECTION RESULTS:** **FAIL**

**AREA INSPECTED / INSPECTION COMMENTS**

**PENDING AND NON-COMPLIANCE ITEMS**

This inspection was for the Call Button and Speaker Functionality Test of Building #2 (sheets AV107 and AV 108).

Items that are still pending are fire relay, battery backup, UPS, call buttons and speakers not working that are listed below, and the other buildings shown on plans.

BUILDING #2

Sheet AV107 Pending items in rooms:
214 - bathroom under construction is missing the info view.
215 - bathroom under construction is missing the info view.
219 - speakers and info view are not working.

Sheet AV108 Pending items in rooms:
221 - info view not working
222 - info view not working.
223 - info view not working.
224 - info view and 2 speakers not working.
226 - info view not working.
227 - info view not working.

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# INSPECTION REPORT

| | | | |
|---|---|---|---|
| **PERMIT No.** | | **REPORT No.** | E - 2 |
| **PROJECT TITLE** | DHH-1384493 Seminole Middle School | **INSPECTION DATE** | 10/4/2024 |
| **PROJECT NUMBER** | 1384493 | **REPORT DATE** | 10/6/2024 |
| **LOCATION** | Seminole Middle School | **INSPECTOR** | John Quintana |
| **CONTACT** | Bill Calder | **CONTRACTOR** | Audio Enhancement |
| | | **INSPECTOR LICENSE** | BN8869 |

**INSPECTION PERFORMED:** Electrical Inspection
**INSPECTION SUBTYPE:** Rough

**INSPECTION RESULTS: FAIL**

**AREA INSPECTED / INSPECTION COMMENTS**

**PENDING AND NON-COMPLIANCE ITEMS**

This inspection was for the Call Button and Speaker Functionality Test of Buildings #85, 86, and 1 (sheets AV109, AV106, AV103, AV104, and AV101).

Items that are still pending are fire relay, battery backup, UPS, call buttons and speakers not working that are listed below and from previous partial inspections.

BUILDING 85 and 86
Sheet AV109 All worked.

BUILDING 1
Sheet AV103 All worked.
Sheet AV106 All worked.

Sheet AV104 Pending items in rooms:
171- restroom missing info view
172 - restroom missing info view
173 - volume is a little low
174 - volume is a little low

Sheet AV101 Pending items in rooms:
Hallway 001 - 2 info views not working near cafeteria
Hallway 001A - 1 info view not working
Cafeteria - 1 info view not working on column
158 - 1 info view not working in front of the restroom
Kitchen - 1 info view not working
179E - info view needs to be reconfigured

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# INSPECTION REPORT

| | | | |
|---|---|---|---|
| **PERMIT No.** | | **REPORT No.** | E - 3 |
| **PROJECT TITLE** | DHH-1384493 Seminole Middle School | **INSPECTION DATE** | 10/7/2024 |
| **PROJECT NUMBER** | 1384493 | **REPORT DATE** | 10/8/2024 |
| **LOCATION** | Seminole Middle School | **INSPECTOR** | John Quintana |
| **CONTACT** | Bill Calder | **CONTRACTOR** | Audio Enhancement |
| | | **INSPECTOR LICENSE** | BN8869 |

**INSPECTION PERFORMED:** Electrical Inspection
**INSPECTION SUBTYPE:** Rough

**INSPECTION RESULTS:** **FAIL**

**AREA INSPECTED / INSPECTION COMMENTS**

**PENDING AND NON-COMPLIANCE ITEMS**

FBC 107.4 work not per plans. 110.5 work not ready.

This inspection was for the Call Button and Speaker Functionality Test of Building 1 (sheets AV102 and AV105).

Items that are still pending are fire relay, battery backup UPS, call buttons and speakers not working that are listed below and from previous partial inspections.

BUILDING 1

AV102 Pending items in rooms:
145 - missing amplifier and 4 ceiling speakers. Volume is a little low.
148 - missing amplifier and 4 ceiling speakers. Volume is a little low.
301 - 1 info view not working
154 - info view not working
155 - info view not working
156 - info view not working

AV105 Pending items in rooms:
104 - an info view missing
109 - missing speaker (bathroom under construction)
110 - missing speaker (bathroom under construction)
113 - info view missing
115 - info view missing
116 - missing speakers and amplifier

## EXHIBIT #12

PROCUREMENT VEHICLES UTILIZED FOR THE DHH PROJECT

### 1. FY23-016 — Audio Visual Products, Service & Computer Peripherals

This bid provided Districtwide access to audiovisual equipment, peripherals, and installation services. Under this instrument, Audio Enhancement was utilized to supply specialized audiovisual equipment used in the DHH project. Equipment supplied under this bid supported visual messaging, digital display functionality, and classroom audio enhancement. Use of the contract ensured that equipment purchases were made through a competitively awarded vehicle consistent with District procurement policies and technology standards.

**DHH Project Application:**

- Supported acquisition of audiovisual peripherals and display components for DHH notifications and accessibility
- Ensured vendor eligibility through a competitively solicited contract
- Provided consistency with District technology and classroom multimedia standards

### 2. FY23-061 — Electrical Services

This contract supported Districtwide electrical systems work including preventive maintenance, capital projects, and electrical component installations. For the DHH project, the contract was utilized to provide electrical infrastructure required to support DHH intercom components, audio equipment, and classroom speakers. AGC Electric, Inc. performed work under this vehicle. The contract provided access to licensed electrical contractors and ensured that electrical work met District requirements, safety expectations, and continuity with Physical Plant Operations (PPO) practices.

**DHH Project Application:**

- Supported electrical wiring and branch power for intercom and audio components
- Ensured licensed electrical work through an established bid
- Enabled DHH hardware installation without requiring ad-hoc procurement

### 3. FY23-185 — Fire Alarm Services

This bid supported fire alarm system testing, inspection, certification, repairs, and maintenance in accordance with NFPA 1, NFPA 101, the Florida Fire Prevention Code, and Florida Statutes Chapter 633. For the DHH project, the contract supported fire alarm interactions and system integration activities, including relay functionality and testing related to intercom and audio components. Bass-United Fire & Security Systems, Inc. performed work under this bid. The contract ensured that fire alarm integration and performance verification were conducted by licensed and manufacturer-authorized entities.

**DHH Project Application:**
- Supported fire alarm testing and code-required inspections
- Enabled coordination of relay and intercom performance
- Ensured compliance with District fire-life safety requirements

### 4. FY24-075 — Intercom, Master Clock, Sound System, Equipment, Parts & Accessories

This contract supported district-wide procurement and installation of intercom, master clock, and sound systems. For the DHH project, the bid was used to provide intercom installation and service work performed by Audio Enhancement. Use of the contract ensured that DHH intercom components were procured and installed consistent with District technology and communication standards, and that equipment aligned with District classroom and grounds communication systems.

**DHH Project Application:**
- Supported intercom system deployment and installation services
- Aligned with DHH functionality requiring audio and messaging distribution
- Maintained compatibility with existing District communication infrastructure

### 5. FY21-188 — Structured Cabling & Enterprise Networking

This contract provided structured cabling, network installation, and enterprise networking support. For the DHH project, the bid was utilized to install structured cabling and networking equipment necessary to support DHH system connectivity and intercom integration. United Data Technologies (UDT) provided services under this vehicle. Use of the contract ensured cabling and networking work complied with District standards and supported E-Rate participation.

**DHH Project Application:**
- Enabled structured cabling for networked audiovisual and intercom components
- Maintained compliance with District networking standards and E-Rate rules
- Provided cable installation and hardware connectivity for messaging systems

**6. FY22-026 — Open-End Services for Building Code Supplemental Services (Plan Review, Permitting & Inspections)**

This contract provided supplemental plan review, permitting, and inspection services in specialized building code areas. With approval from the Authority Having Jurisdiction (AHJ), CAP Government performed plan review, inspections, and building code compliance functions for three schools participating in the DHH project. Use of this contract ensured that building code enforcement activities could proceed without delay and allowed BCPS to access specialized code enforcement personnel during periods of increased workload.

**DHH Project Application:**

- Provided plan review, permitting, and inspections for DHH building work
- Ensured alignment with Florida Building Code, SREF, and AHJ expectations
- Supported final inspections, acceptance, and occupancy considerations.

**EXHIBIT# 13**

# STATUTES, CODES, & REQUIREMENTS

**I. Florida Statutes**

**1. Florida Statutes, Chapter 1001 — School Boards; Powers & Duties**
**Relevant Scope:** Procurement, Contract Administration, Capital Projects, Oversight
**Citation:** §1001.42
**Excerpt:** "The district school board shall determine policies necessary for the efficient operation and maintenance of the district school system…"
**Official Link:** https://www.leg.state.fl.us/Statutes

**2. Florida Statutes, Chapter 287 — Procurement of Personal Property & Contractual Services**
**Relevant Scope:** Procurement Vehicles, Contracting Methods, Competition Requirements
**Citation:** §287.057
**Excerpt:** "Competitive solicitation is required unless otherwise authorized by law…"
**Official Link:** https://www.leg.state.fl.us/Statutes

**3. Florida Statutes, Chapter 553 — Florida Building Code**
**Relevant Scope:** Plan Review, Permitting, Inspections, Building System Acceptance
**Citation:** §553.73
**Excerpt:** "The Florida Building Code shall be the statewide unified code for construction…"
**Official Link:** https://www.leg.state.fl.us/Statutes

**4. Florida Statutes, Chapter 633 — Fire Prevention & Control**
**Relevant Scope:** Fire Alarm Installations, Testing, Inspections, AHJ Authority
**Citation:** §633.202
**Excerpt:** "The state fire marshal shall adopt by rule the Florida Fire Prevention Code…"
**Link:** https://www.leg.state.fl.us/Statutes

**II. Adopted Codes**

**5. Florida Building Code (FBC)**
**Relevant Scope:** Permitting, Plan Review, Life Safety, Acceptance
**Citation:** FBC, Ch. 9 (Fire Protection Systems)
**Reference Standard:** Adopted under §553.73, F.S.
**Official Link:** https://floridabuilding.org

**6. Florida Fire Prevention Code (FFPC)**
**Relevant Scope:** Fire Alarm, Notification Appliances, Emergency Messaging
**Reference Standard:** Adopted under §633.202, F.S.
**Official Link:** https://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0600-0699/0633/Sections/0633.202.html

**III. National Fire Protection Association (NFPA) Standards Adopted**

**7. NFPA 72 — National Fire Alarm & Signaling Code**
**Relevant Scope:** Fire Alarm, ECS, Relay Interfaces, Notification Performance
**Status:** Adopted by reference under FFPC
**Link:** https://www.nfpa.org/codes-and-standards

**8. NFPA 1 — Fire Code**
**Relevant Scope:** General Fire Authority + Inspections
**Status:** Adopted by reference under FFPC
**Link:** https://www.nfpa.org/codes-and-standards

**9. NFPA 101 — Life Safety Code**
**Relevant Scope:** Egress, Life Safety Systems, Occupant Notification
**Status:** Adopted by reference under FFPC
**Link:** https://www.nfpa.org/codes-and-standards

**IV. Educational Facility Standards**

**10. SREF — State Requirements for Educational Facilities**
**Relevant Scope:** Educational Facility Design, Systems Performance, Life Safety
**Citation:** Florida DOE SREF
**Authority:** Board of Education Rule 6A-2.0010
**Link:** https://www.fldoe.org/finance/edual-facilities/sref/

**V. District Procurement & Technology Policies (Referenced in Findings)**

**11. School Board Policy 3320 — Purchasing**
**Relevant Scope:** Competitive Solicitation, Contracts, Vendor Selection
Link: https://schoolinfo.browardschools.com/bcpsweb/displaypdf.html?filename=Policy_3800

(Policies Portal)

**12. School Board Policy 5306 — Technology**
**Relevant Scope:** Equipment Lifecycle, Compatibility, Deployment
**Link:** https://schoolinfo.browardschools.com/bcpsweb/displaypdf.html?filename=Policy_5306.pdf

(Policies Portal)

**EXHIBIT #14**

## SOUTH PLANTATION HIGH SCHOOL INSPECTIONS

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# INSPECTION REPORT

| | | | |
|---|---|---|---|
| **PERMIT No.** | | **REPORT No.** | E - 1 |
| **PROJECT TITLE** | DHH-U-1126274-South Plantation High School | **INSPECTION DATE** | 11/3/2023 |
| **PROJECT NUMBER** | 1126274 | **REPORT DATE** | 11/3/2023 |
| **LOCATION** | 1300 SW 54th Avenue, Plantation, FL 33317 | **INSPECTOR** | ronnie herrera |
| **CONTACT** | Ron Dubeau | **CONTRACTOR** | Universal Cabling Systems, Inc. |
| | | **INSPECTOR LICENSE** | BN7864 |

**INSPECTION PERFORMED:** Electrical Inspection

**INSPECTION SUBTYPE:** Electrical Final

**INSPECTION RESULTS:** PASS

**AREA INSPECTED / INSPECTION COMMENTS**

11/3/23
APPROVED
Inspection of installation and routing of cat, six and data outlets

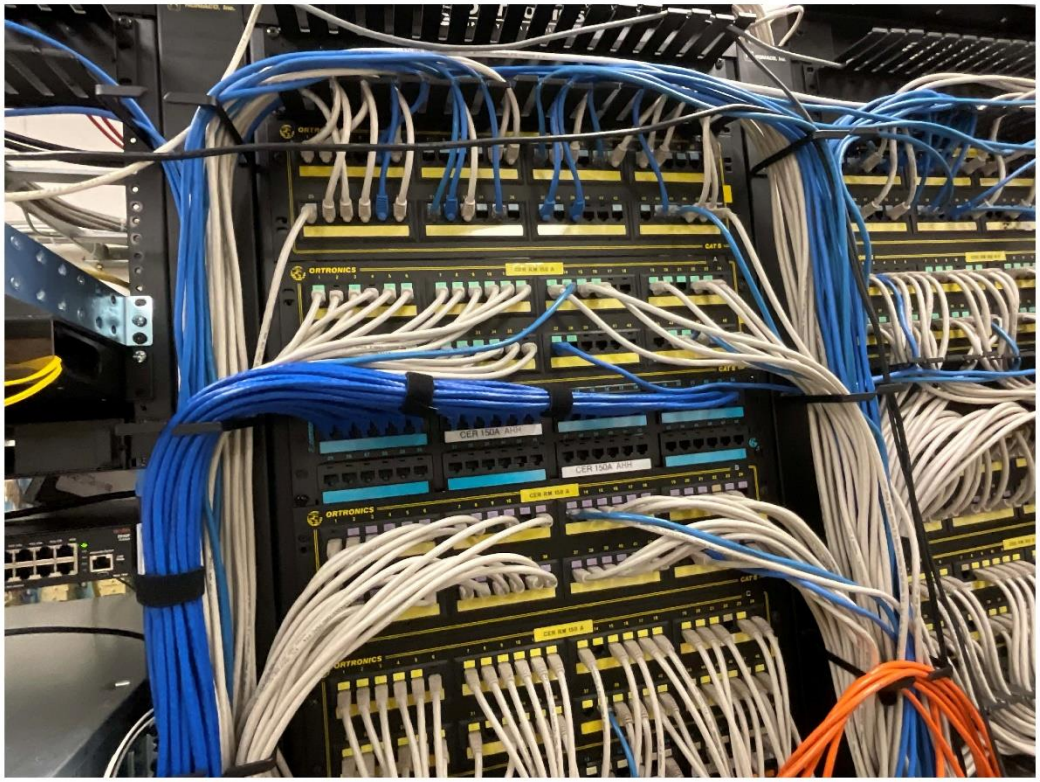
CAT6 DATA OUTLETS ARE INSTALLED ACCORDING TO APPROVED PLANS.

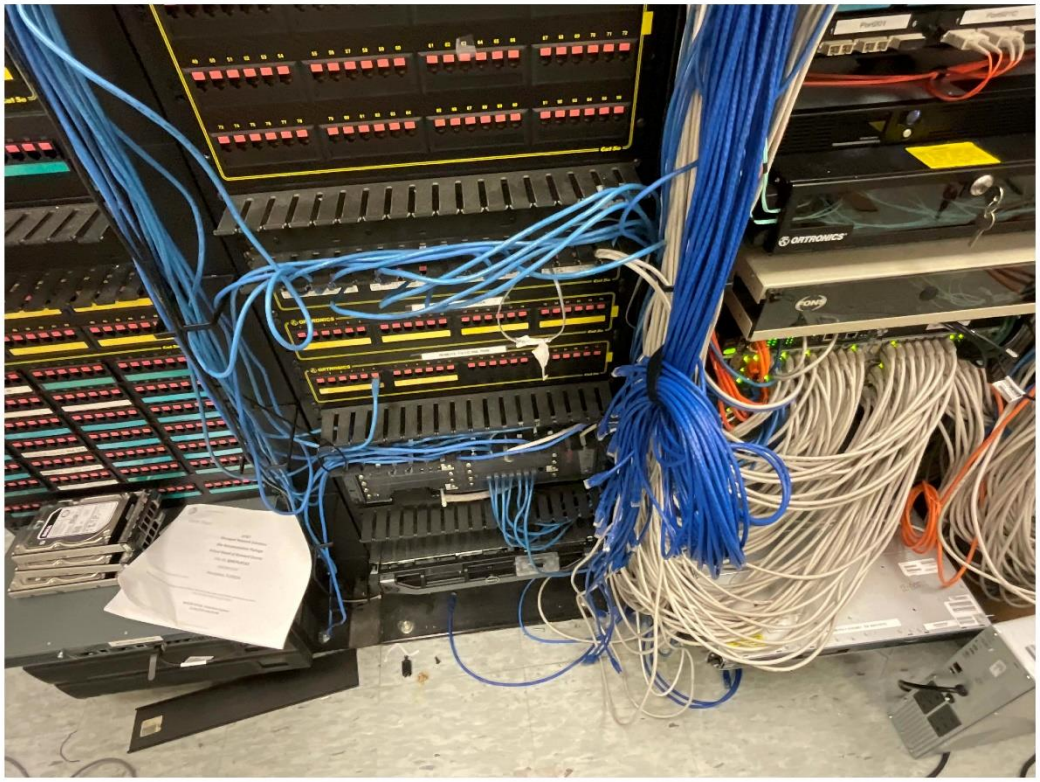
**PENDING AND NON-COMPLIANCE ITEMS**

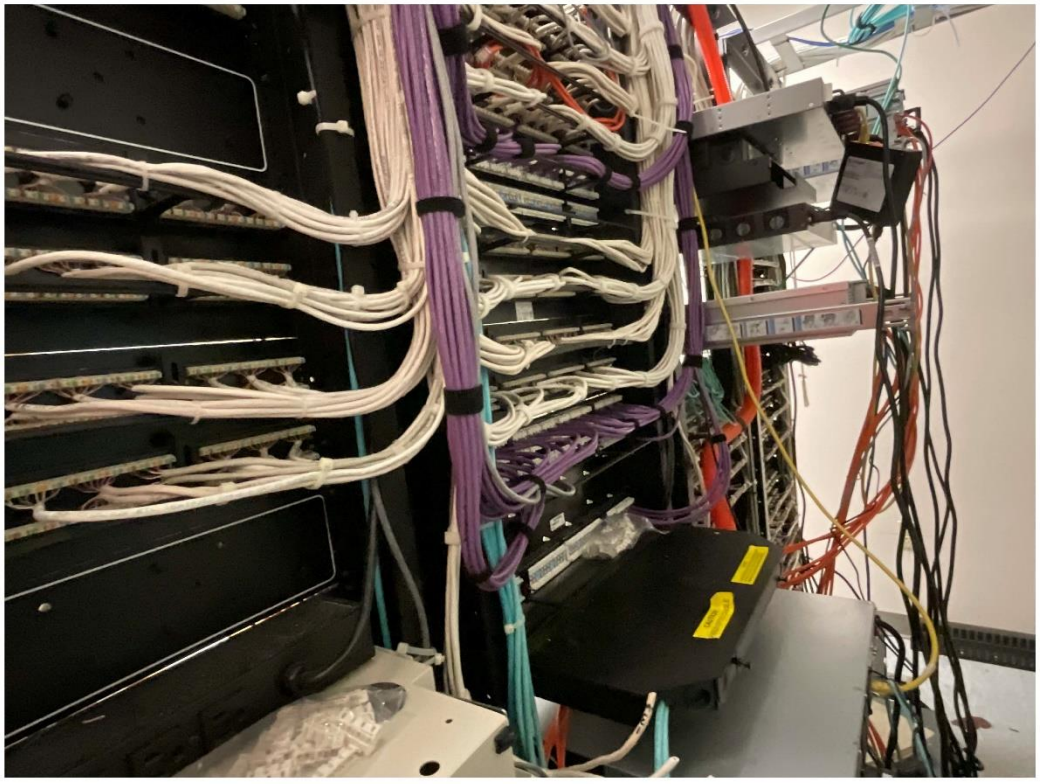
**PICTURES**

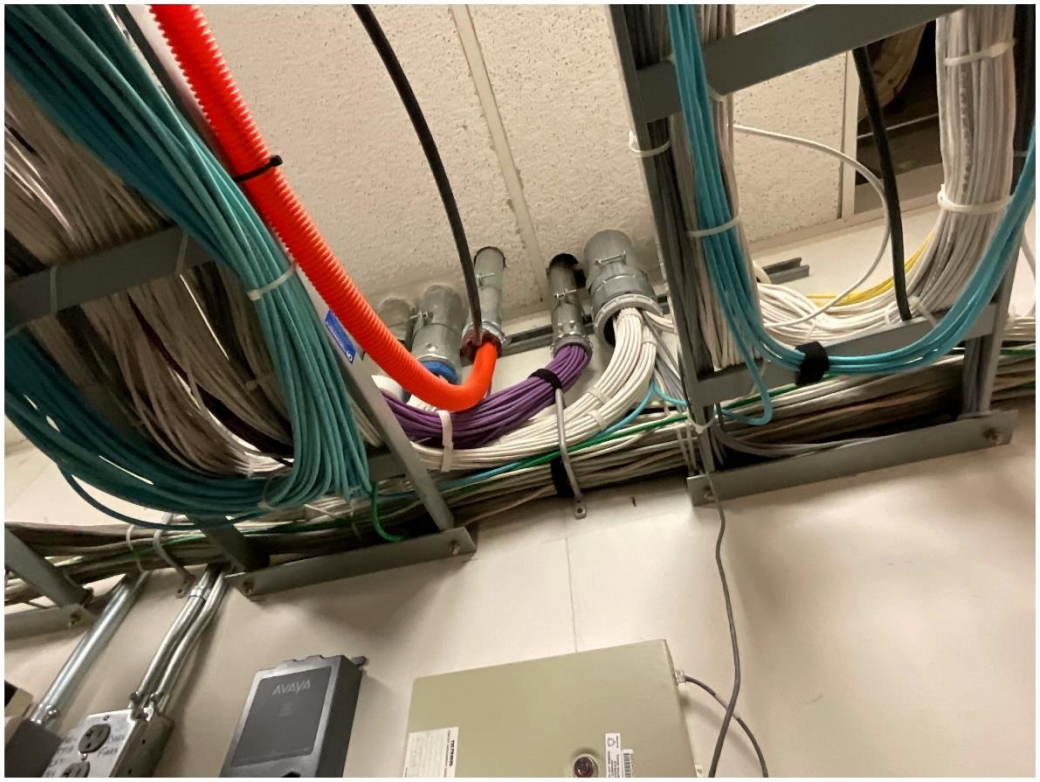


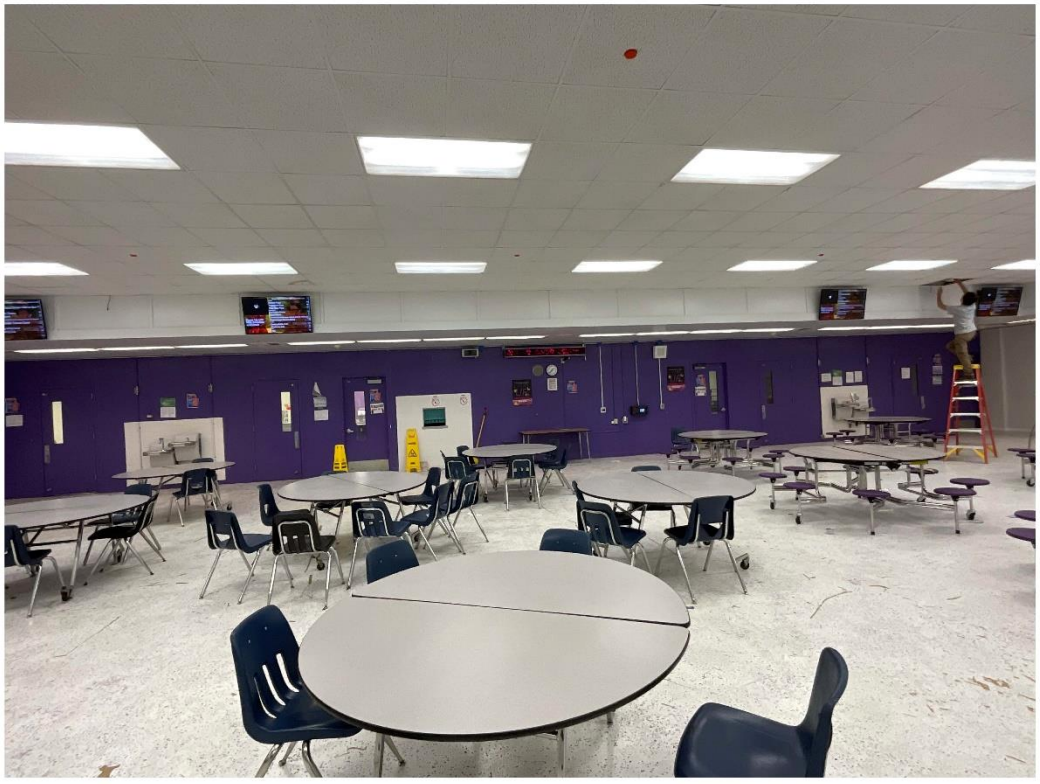



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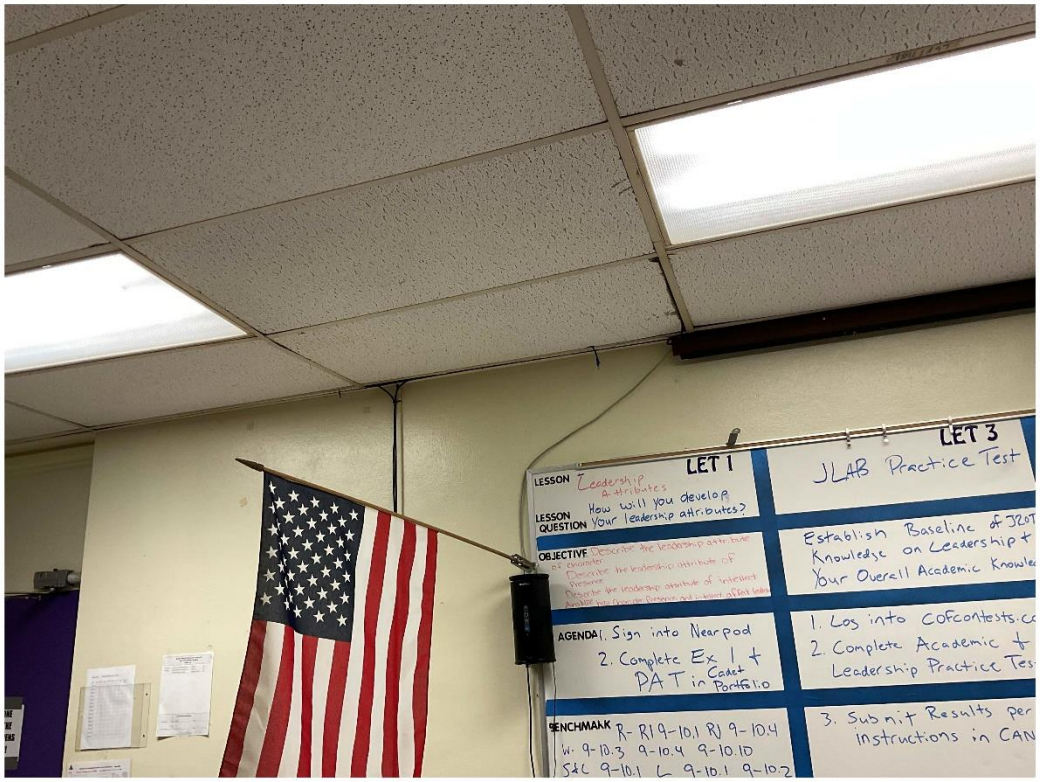


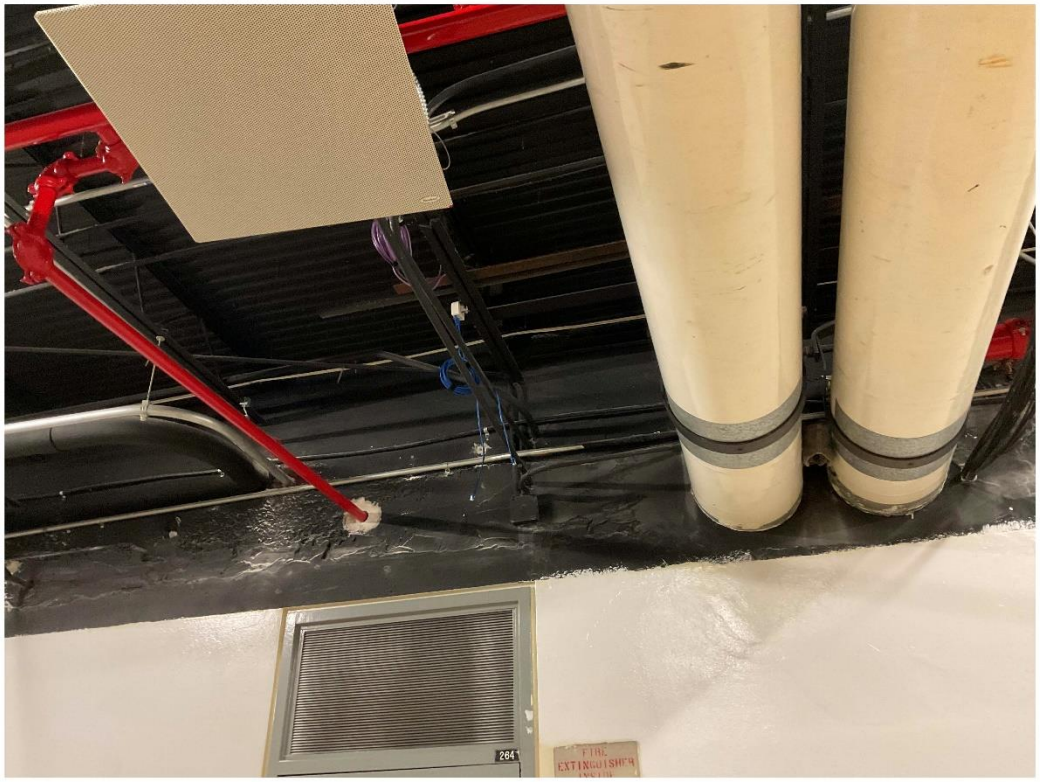

AVAYA

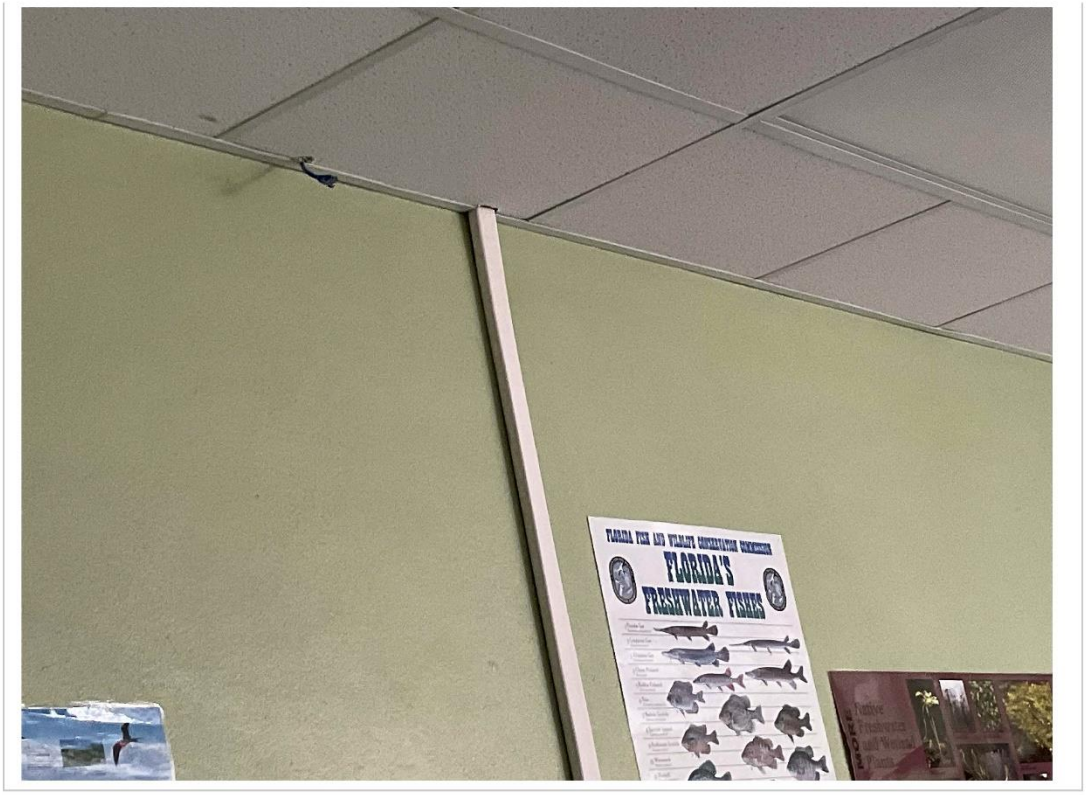



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U.S. ARMY
STOP
DO NOT ENTER

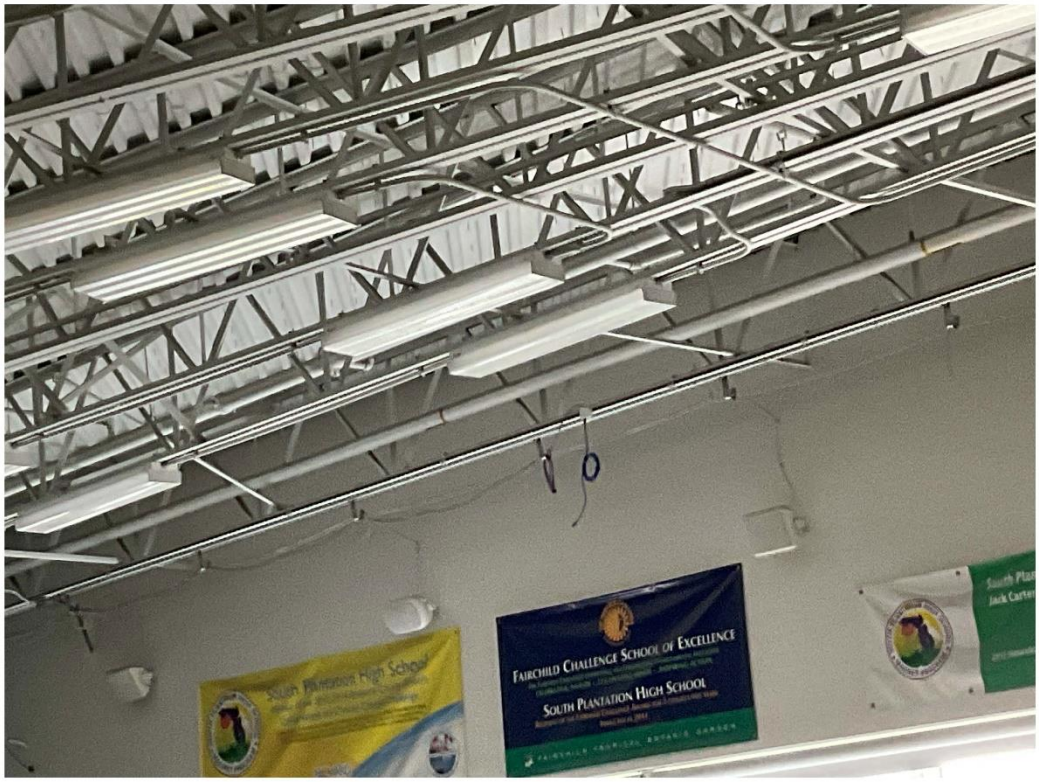

LET 1
LESSON Leadership Attributes
LESSON QUESTION How will you develop Your leadership attributes?
OBJECTIVE
AGENDA 1. Sign into Nearpod
2. Complete Ex 1 t PA T in Cadet Portfolio
BENCHMARK R- RI 9-10.1 RI 9-10.4
W. 9-10.3 9-10.4 9-10.10
S&L 9-10.1 L 9-10.1 9-10.2
LET 3
JLAB Practice Test
Establish Baseline of JROT Knowledge on Leadership t Your Overall Academic Knowle
1. Log into COFcontests.c
2. Complete Academic & Leadership Practice Tes
3. Submit Results per instructions in CAN

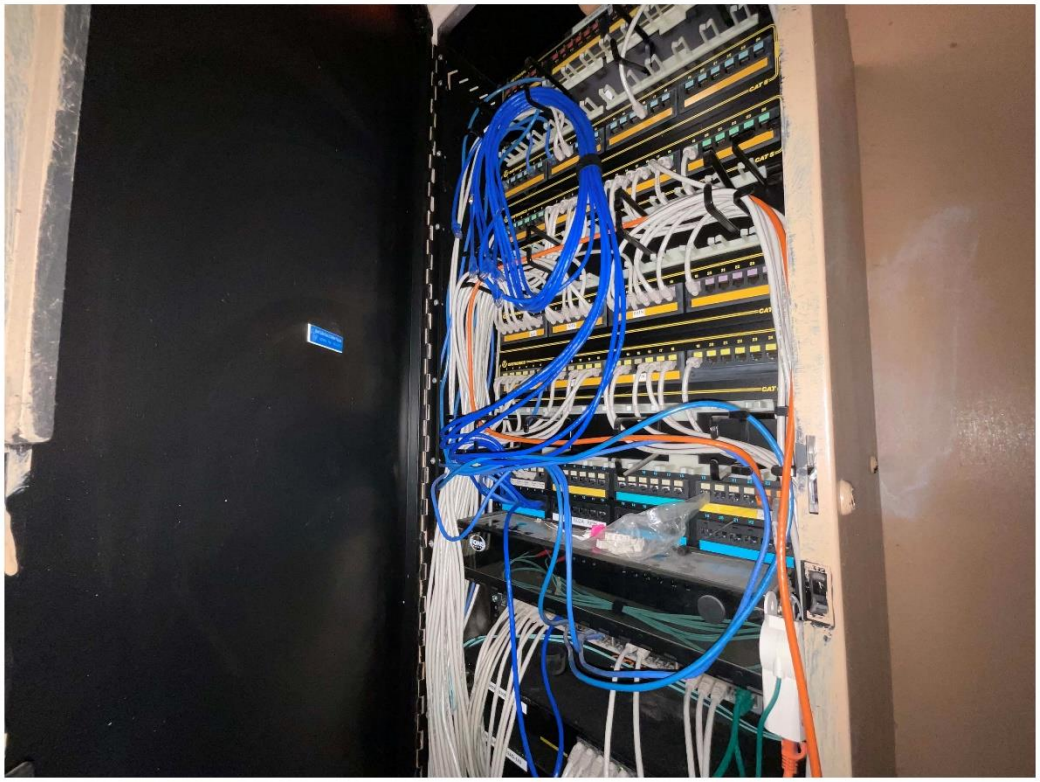



FLORIDA'S
FRESHWATER FISHES

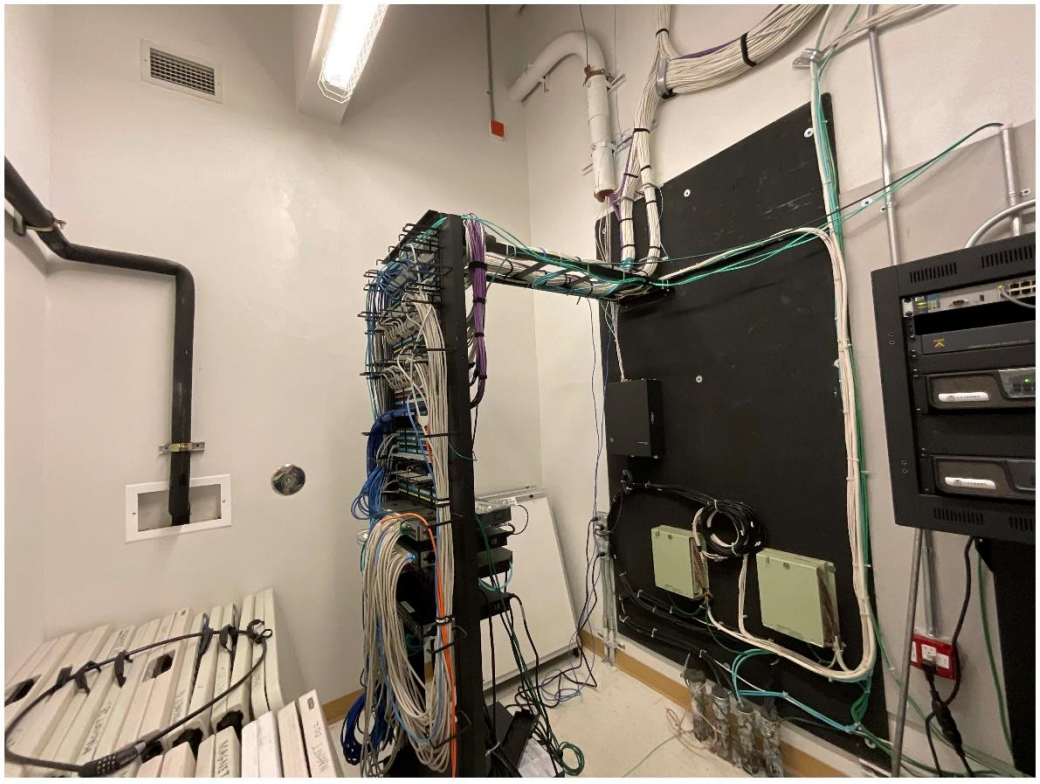


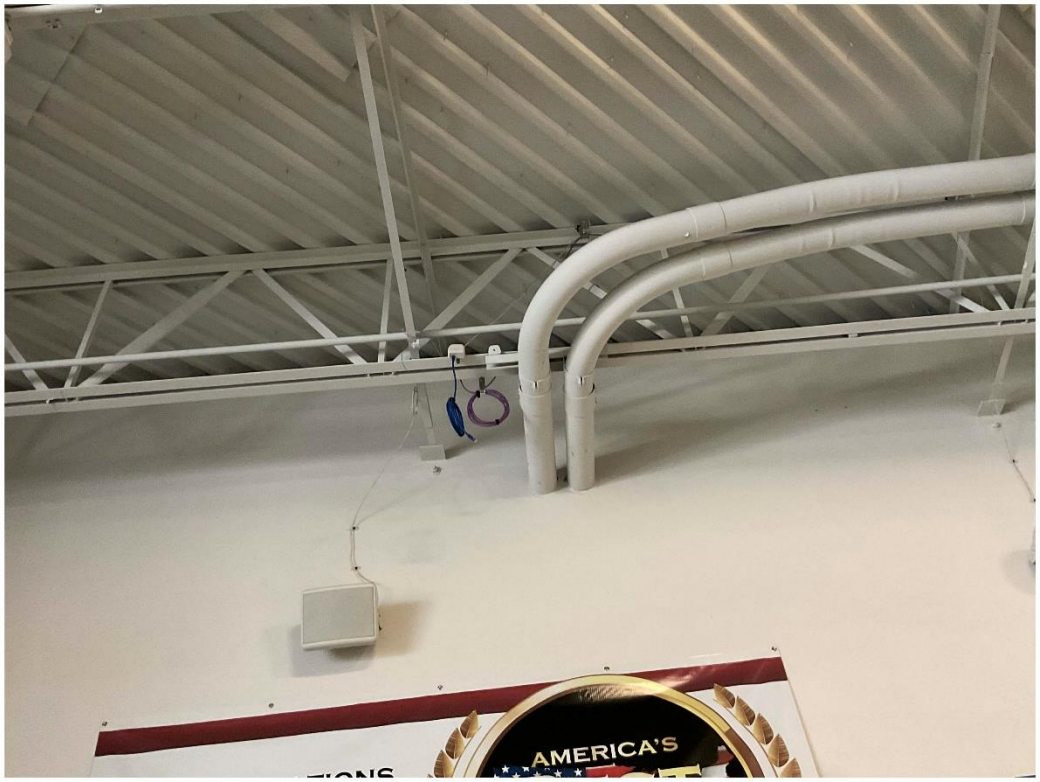



FAIRCHILD CHALLENGE SCHOOL OF EXCELLENCE
SOUTH PLANTATION HIGH SCHOOL

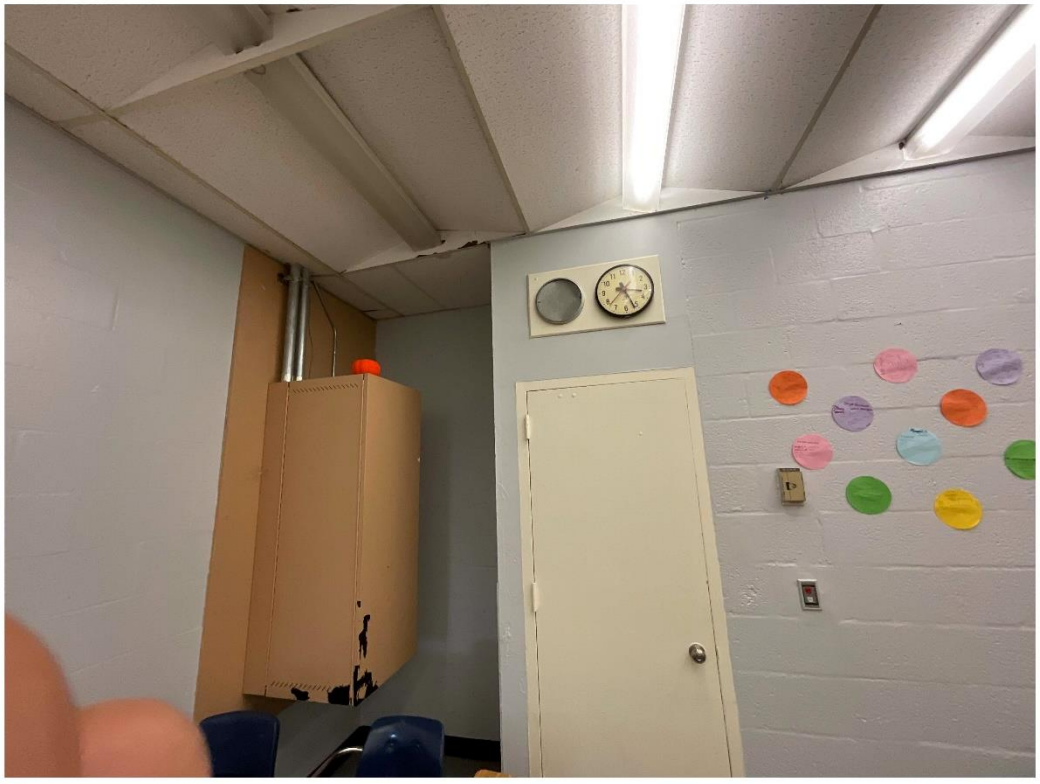


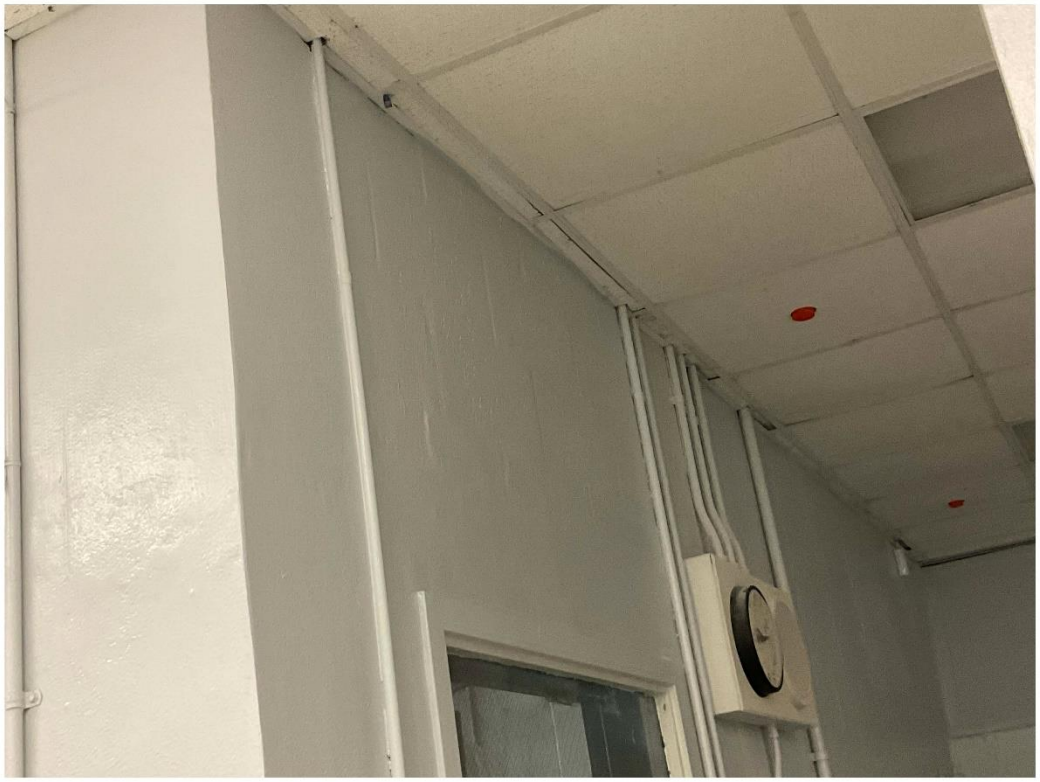


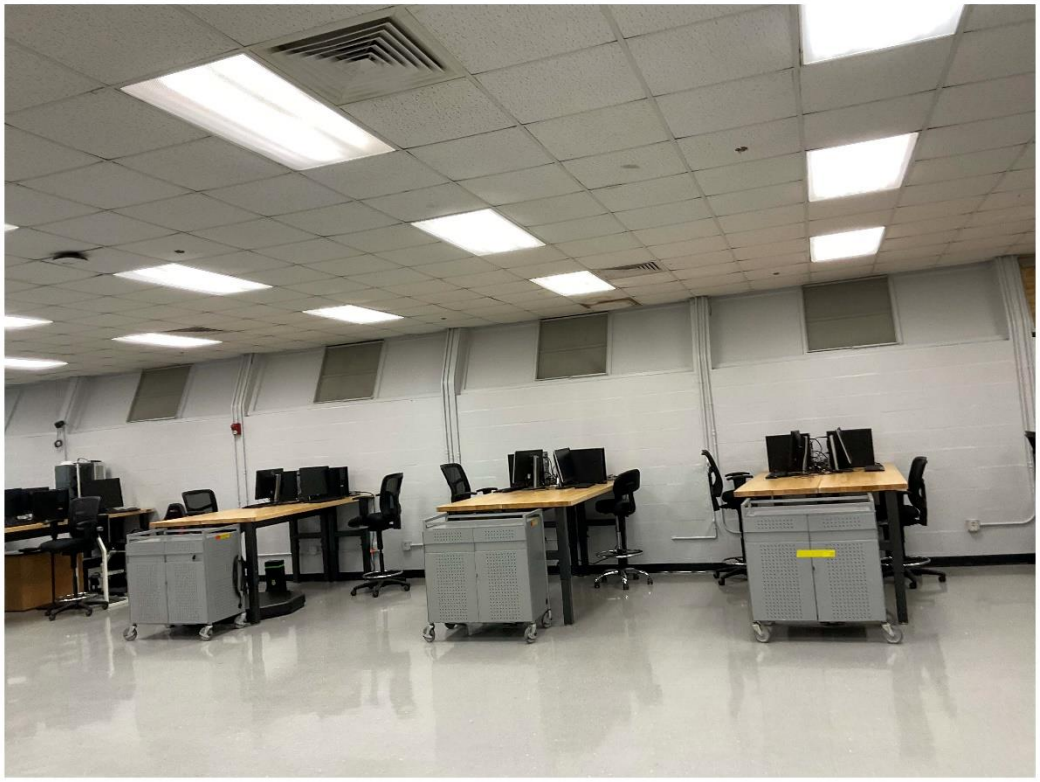



AMERICA'S


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EXIT

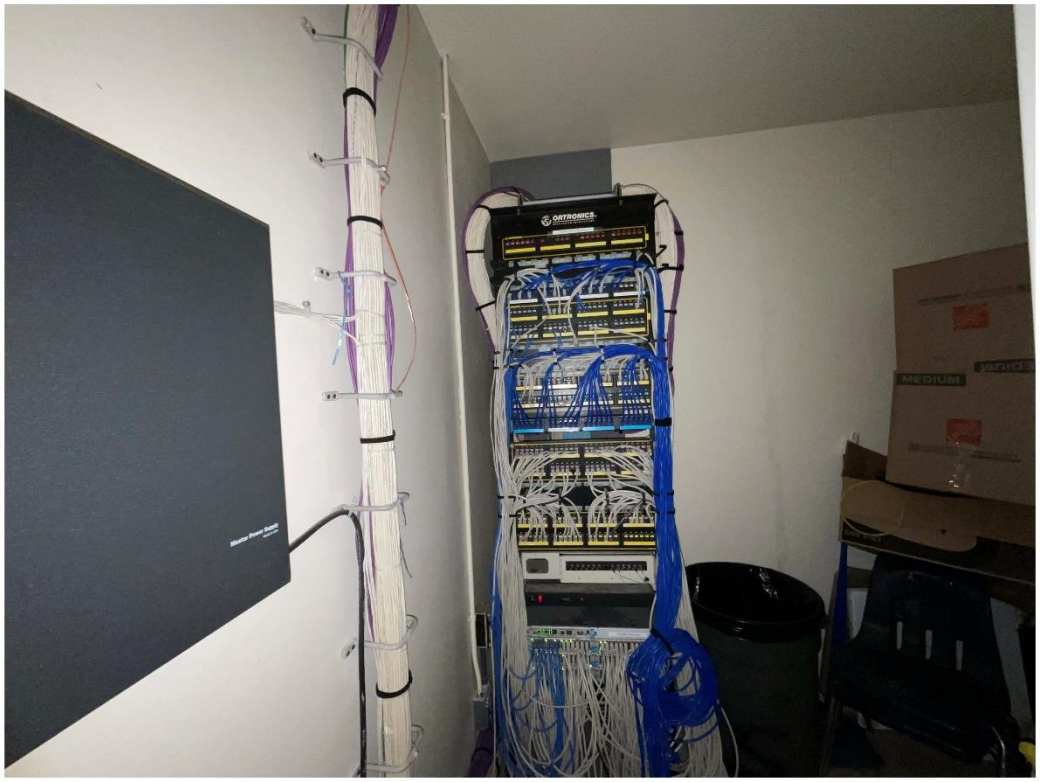


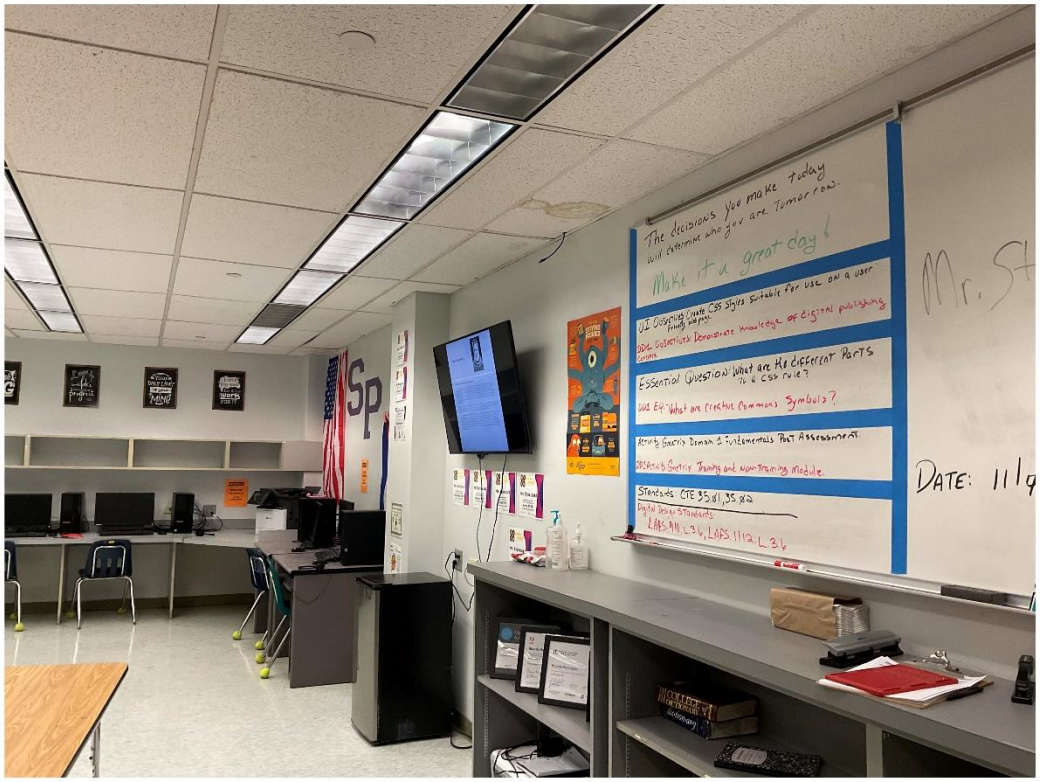





EXIT
Coca-Cola

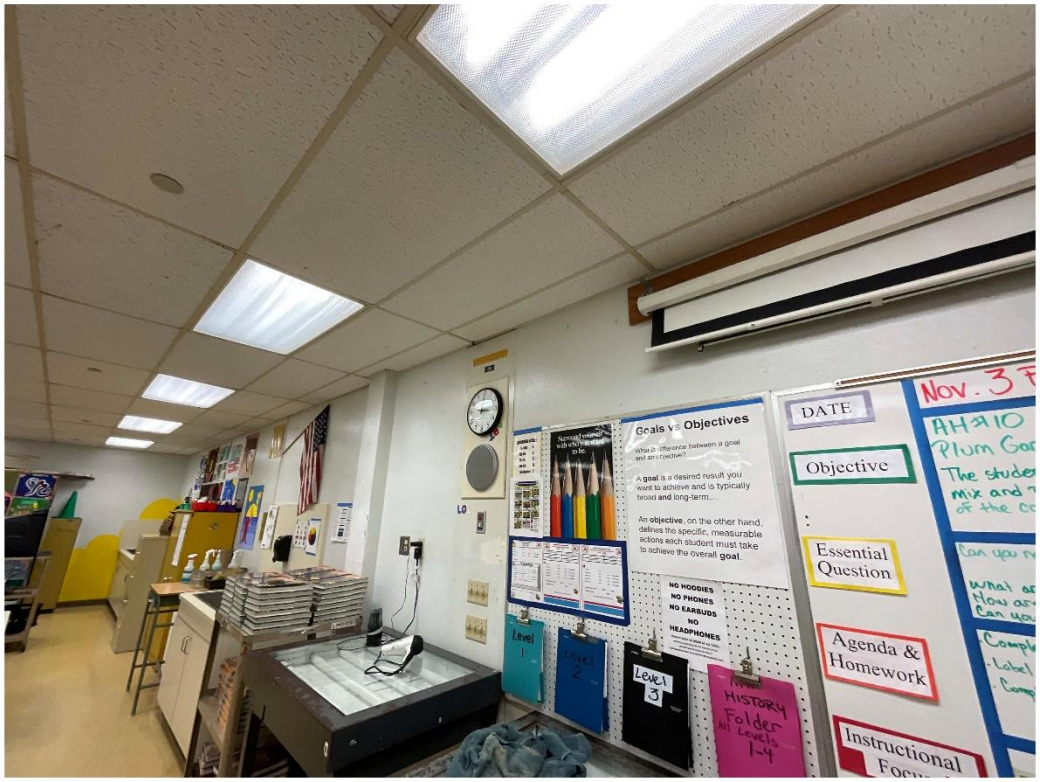

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EXTINGUISHER
INSIDE
MRS NODA
EXIT


ORTRONICS
MEDIUM


The decisions you make today
will determine who you are Tomorrow.
Make it a great day!
UI Objective/Create CSS Styles Suitable for use on a user
DDAL Objectives: Demonstrate knowledge of digital publishing
Essential Question: What are the different Parts
of a CSS rule?
DAE EQ: What are Practice Commons Symbols?
Standards: CTE 35.01, 35.02
LABS.NII.L.3.6, LABS.1112.L.3.6
DATE: 11/9


ER
SOUTH PLANTATION HIGH SCHOOL EST. 1971
MISSION-VISION-VALUES
MISSION
VISION
"Be your best self, be South"
VALUES
The Paladin Way is R.I.C.H.
SOUTH PLANTATION
185
COMPUTER
SKILL LAB
SOUTH PLANTATION
Room 185
BEFORE ENTERING:
CELL PHONES IN BAG
NO HEADSETS OR EAR BUDS
NO EATING OR DRINKING




Goals vs Objectives
A goal is a desired result you want to achieve and is typically broad and long-term.
An objective, on the other hand, defines the specific, measurable actions each student must take to achieve the overall goal.
NO HOODIES
NO PHONES
NO EARBUDS
NO HEADPHONES
Level 1
Level 2
Level 3
HISTORY Folder
DATE
Objective
Essential Question
Agenda & Homework
Instructional
Nov. 3


FIRE
EXTINGUISHER
INSIDE



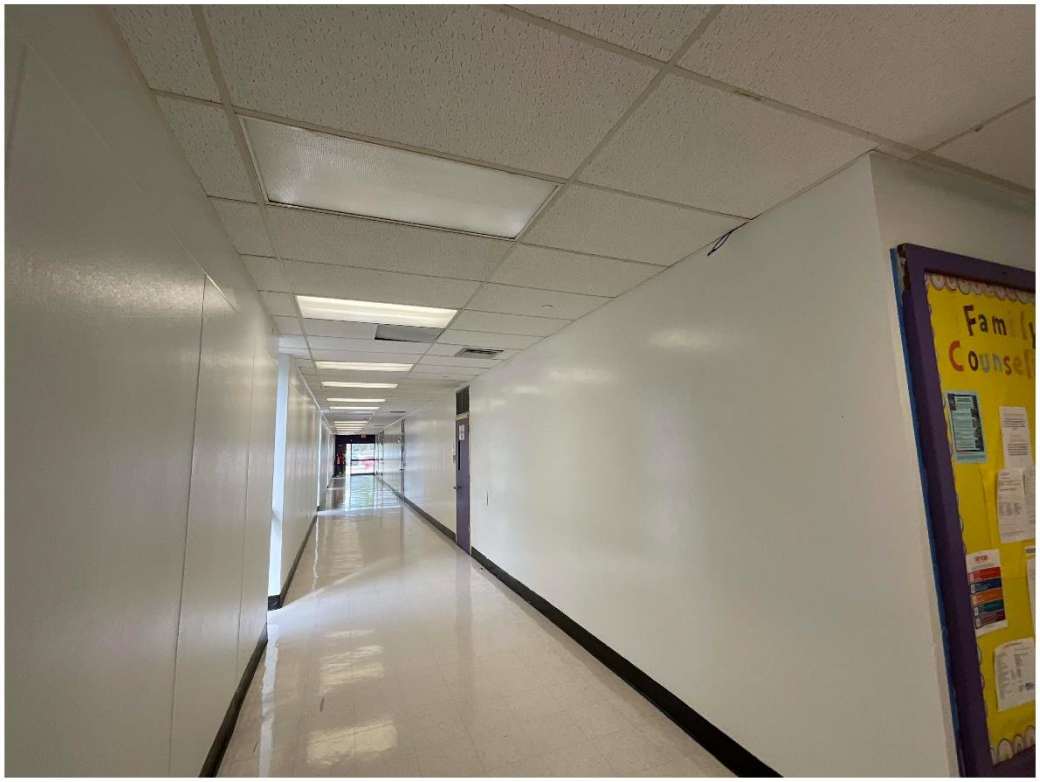





ORTRONICS
ORTRONICS



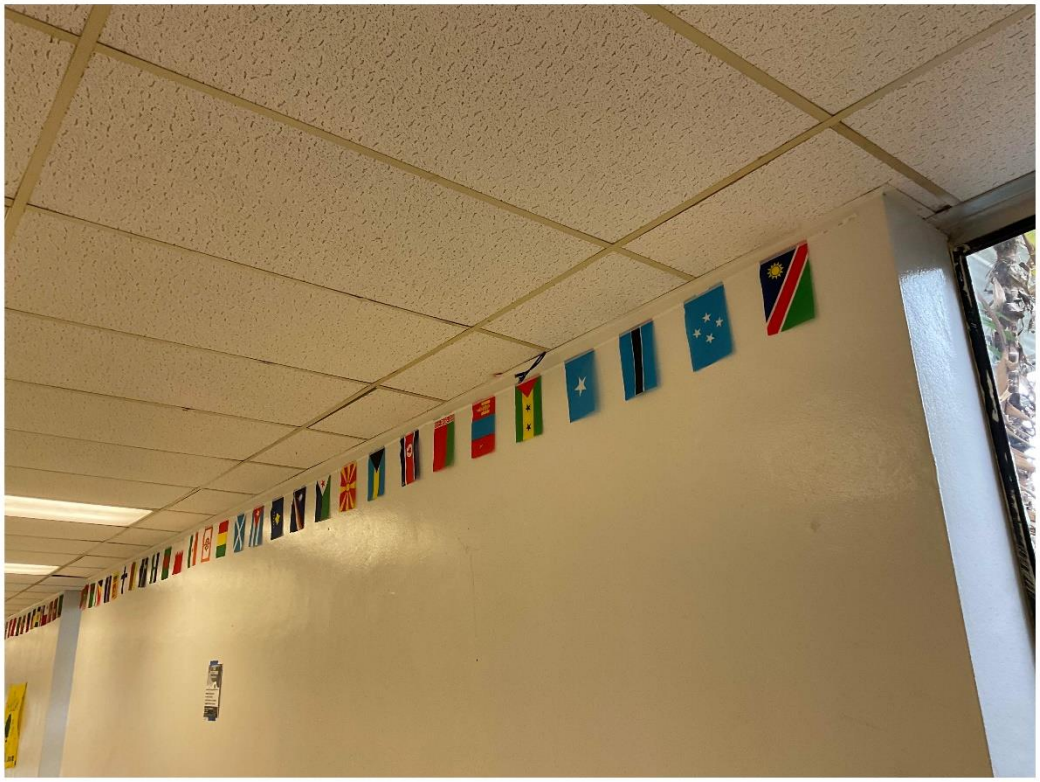



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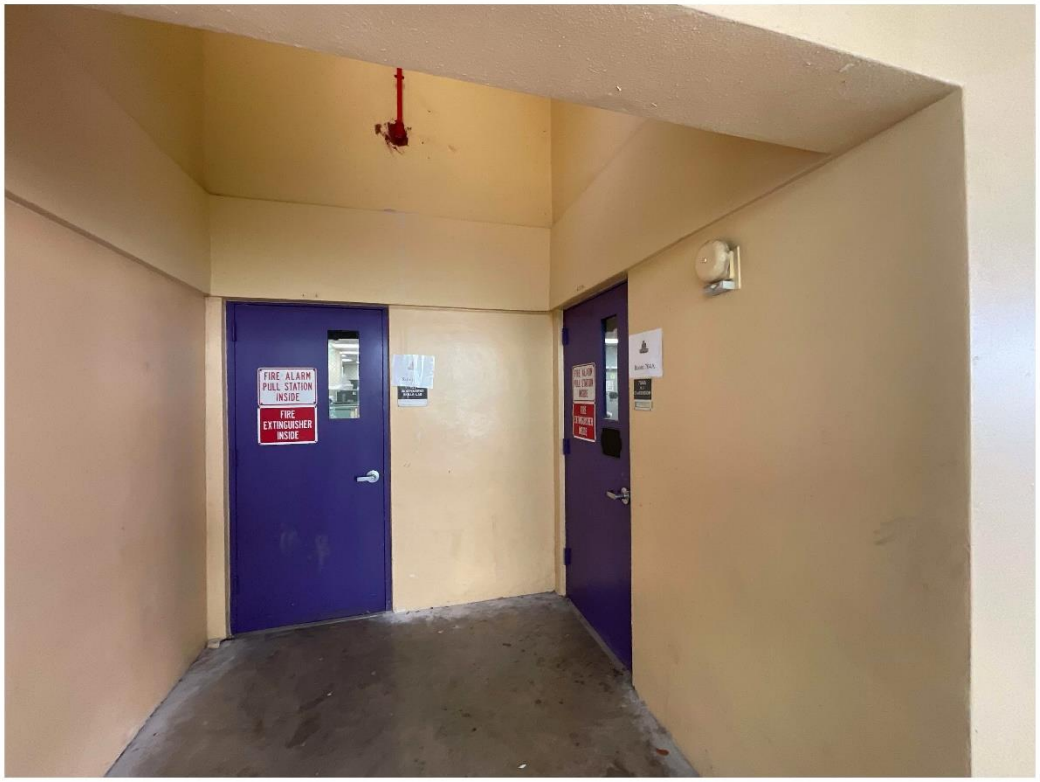


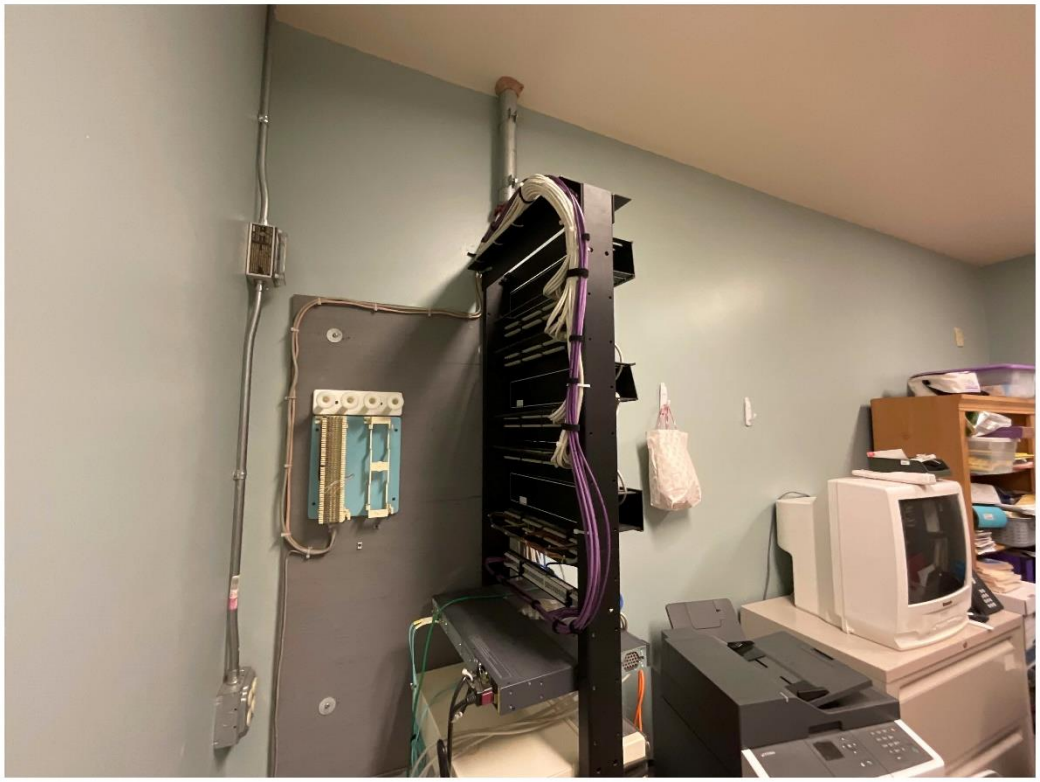



UNITE TOGETHER
FIRE
EXTINGUISHERS

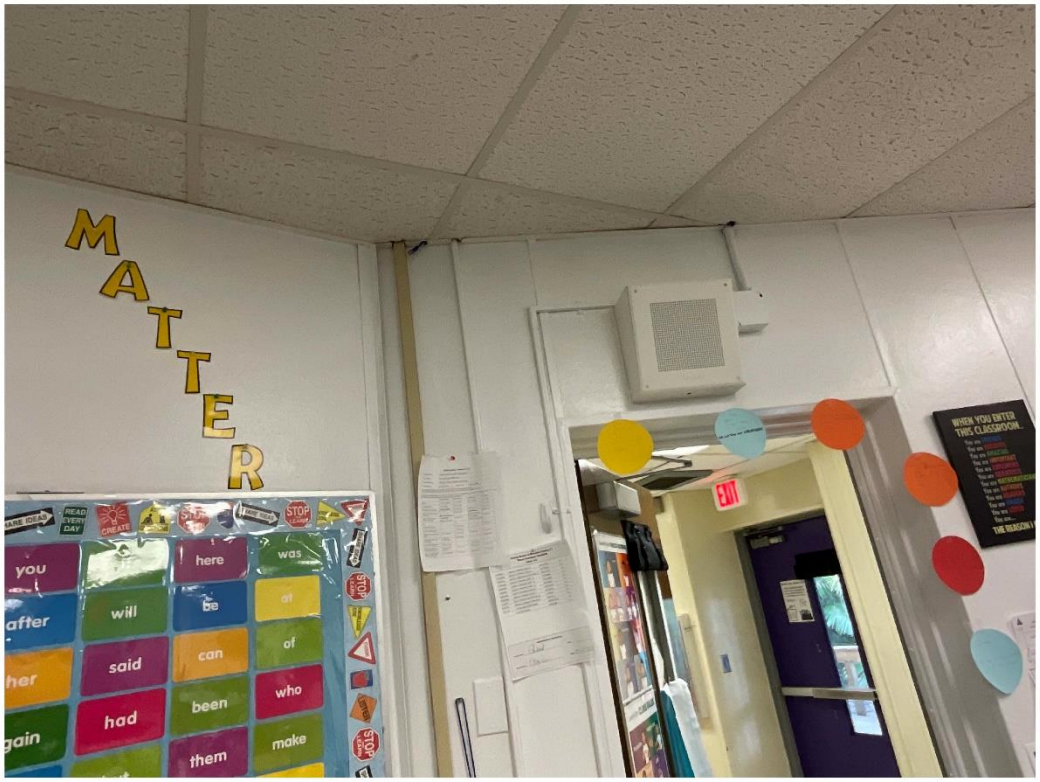



137
FIRE EXTINGUISHER INSIDE
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YOUR CELL PHONE
SECURITY
YOUR BACKPACK MUST


FIRE ALARM
PULL STATION
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INSIDE



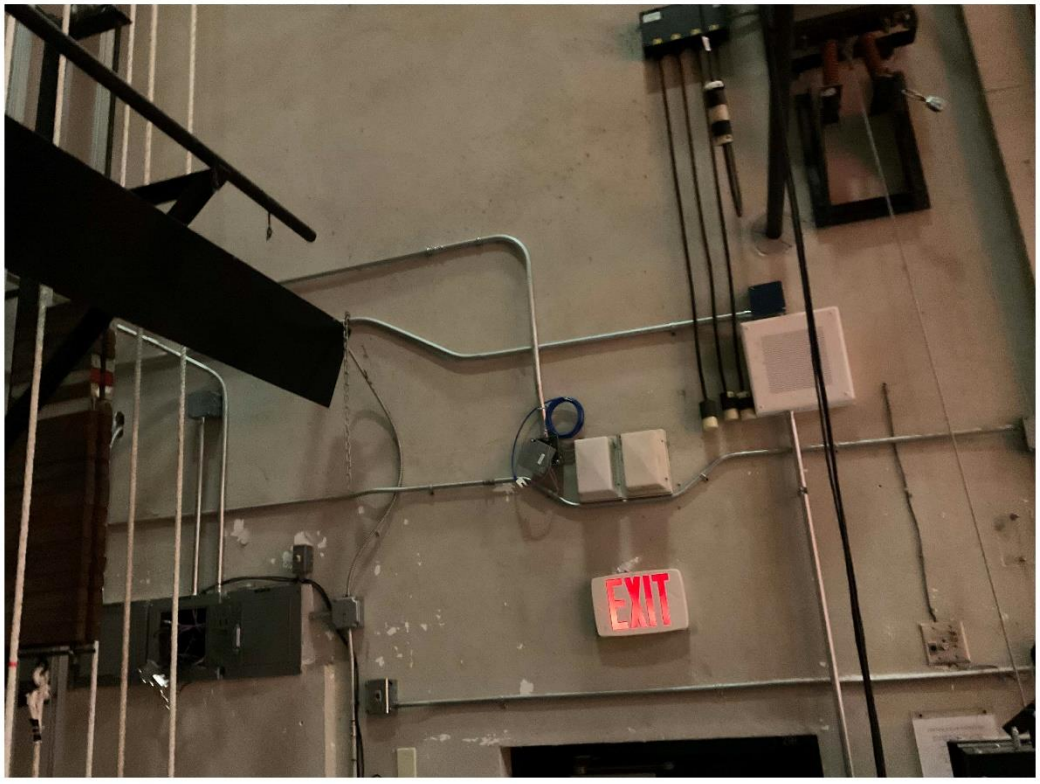

296
EXIT
Be Original
Be Creative
Be Kind

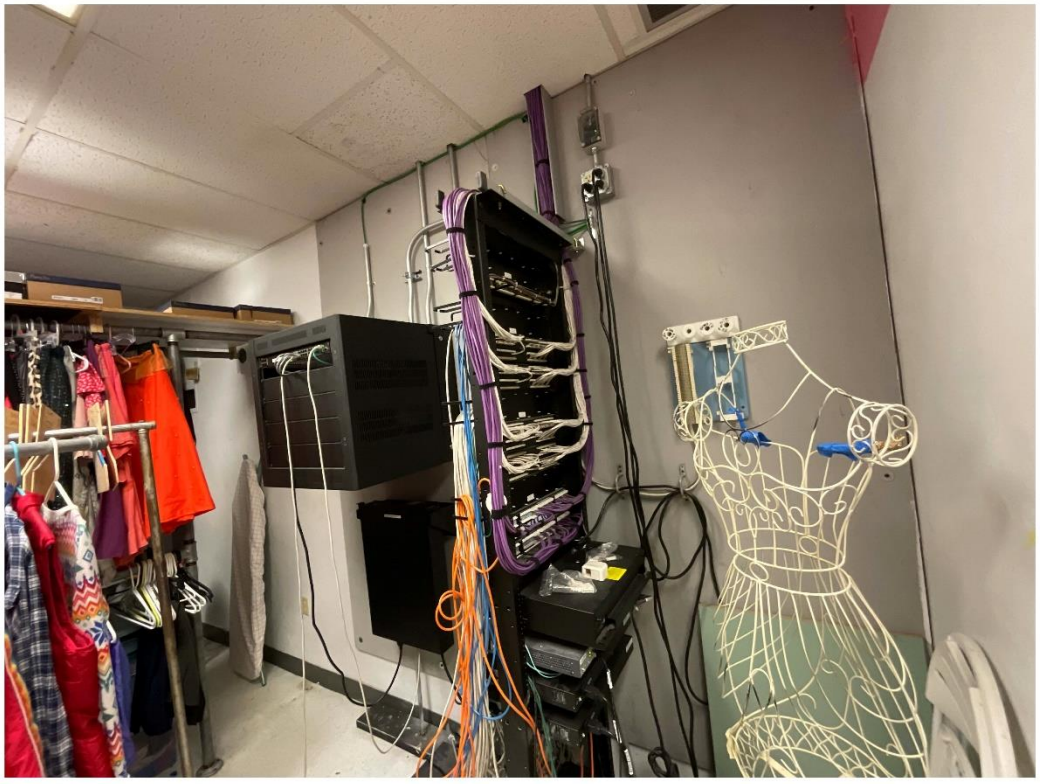

MATTER
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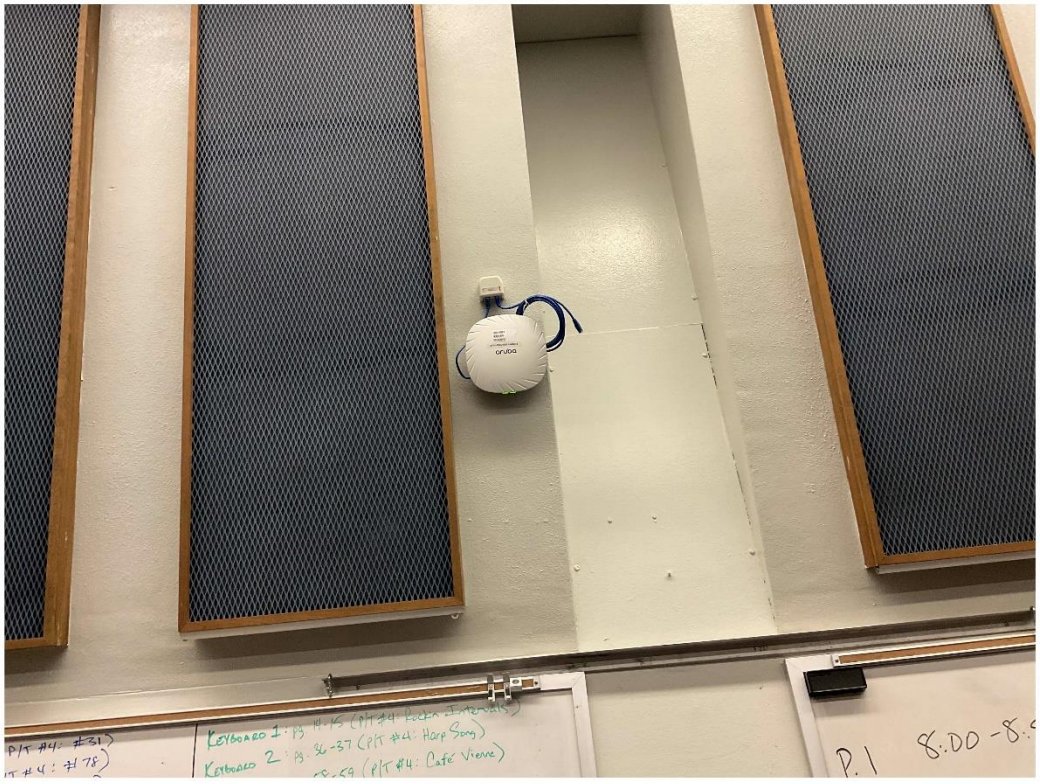

EXIT
FIRE EXTINGUISHER



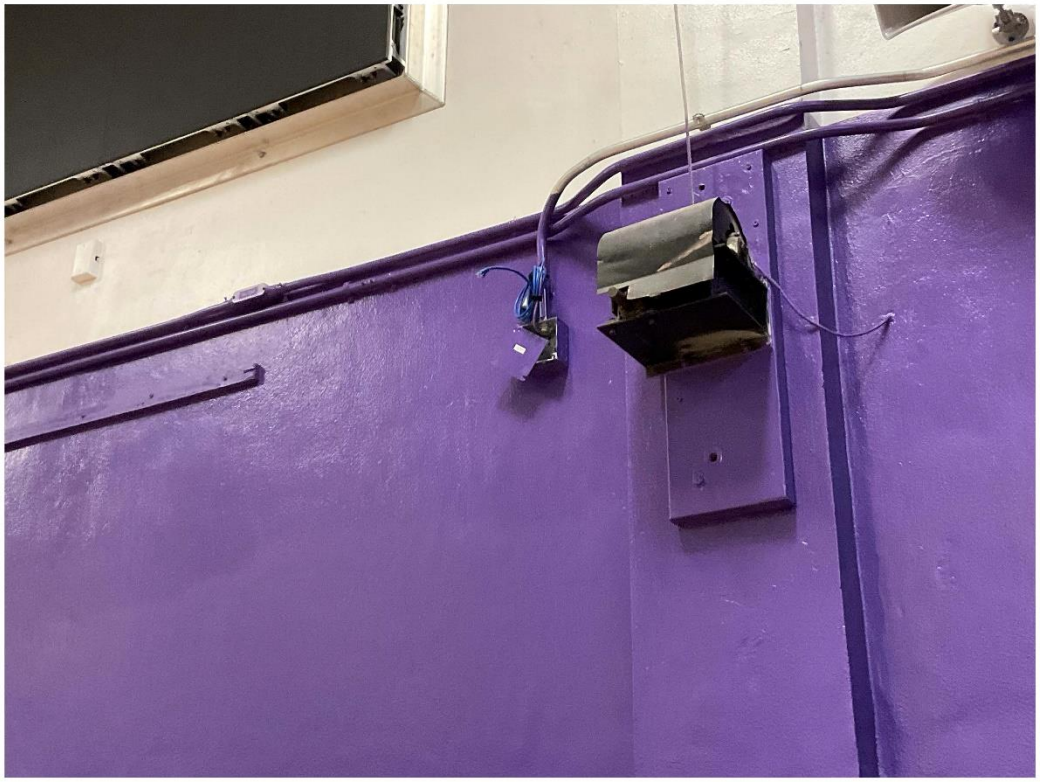

EXIT

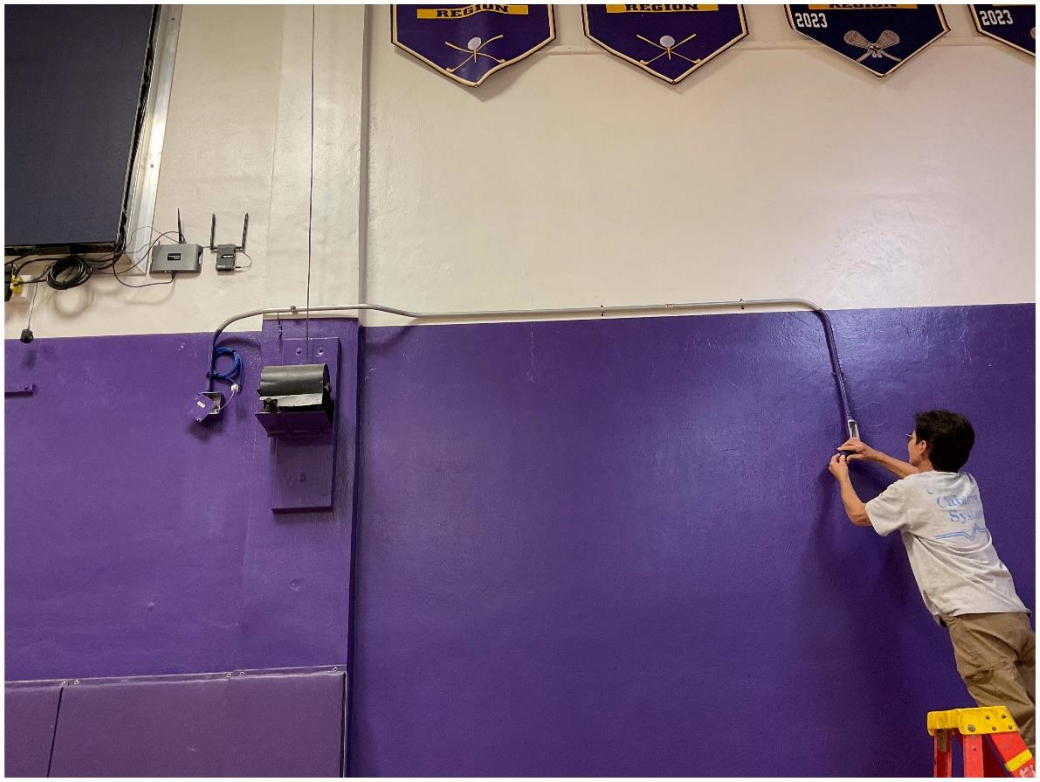

EXIT

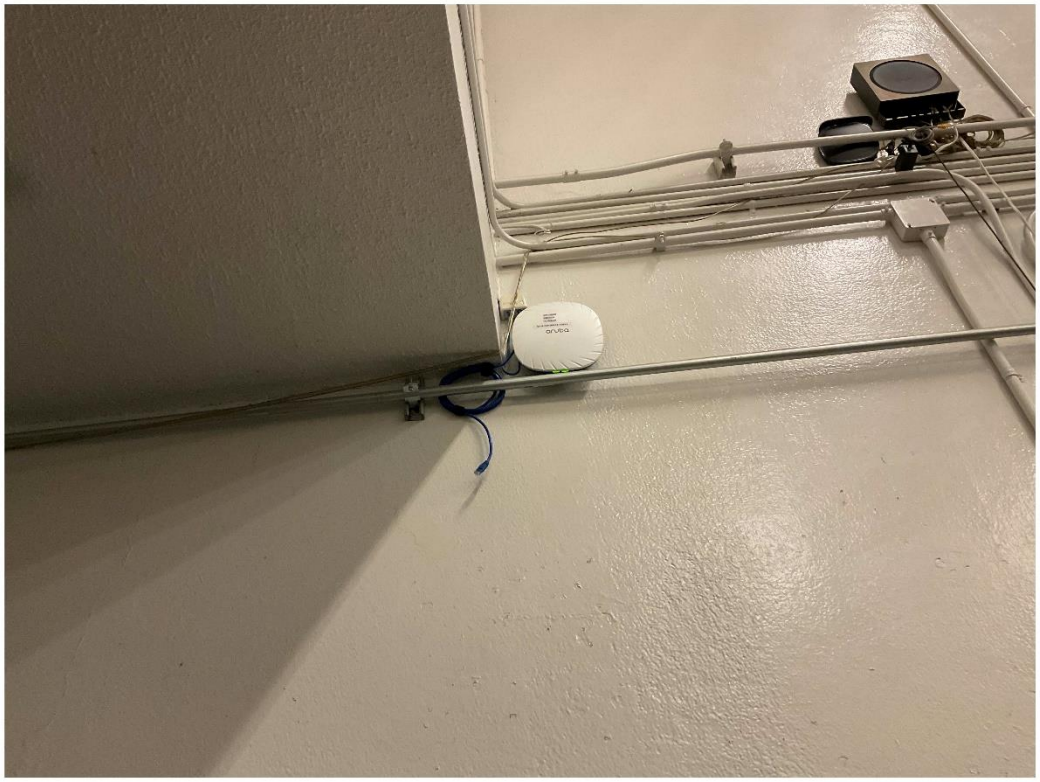



aruba
KEYBOARD 1: pg #-15 (PIT #4: Lucia I. Azevedo)
KEYBOARD 2: pg 32-37 (PIT #4: Harp Song)
(PIT #4: Cafe Vienne)
P.1
8:00 -8:

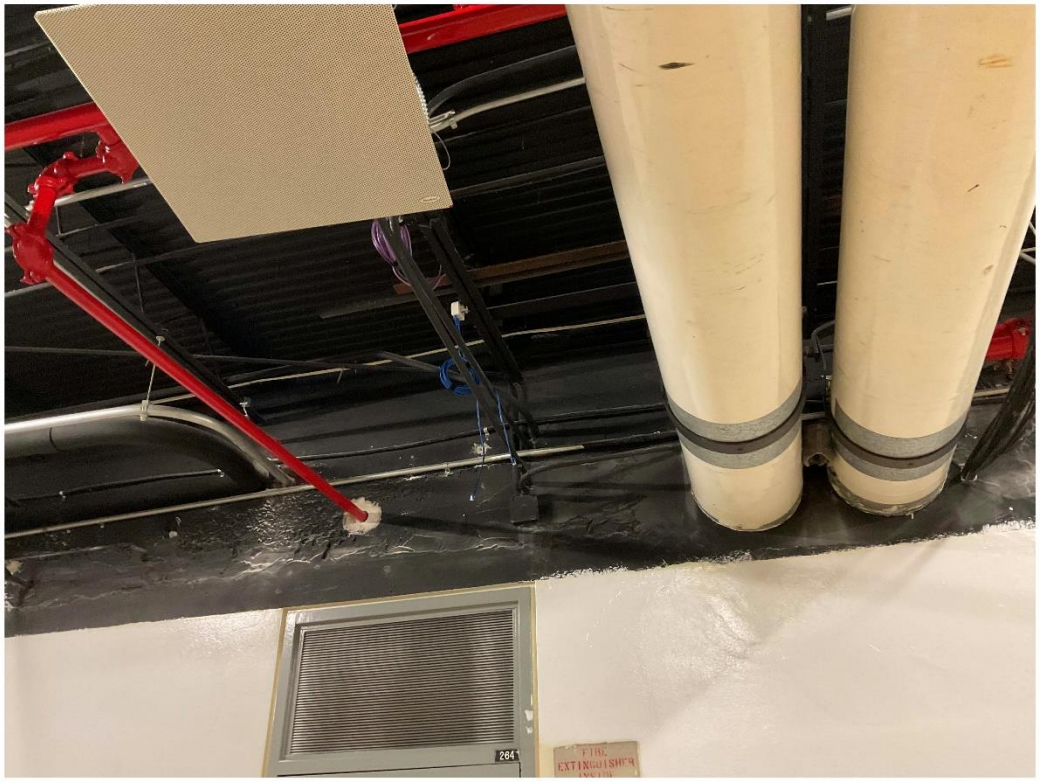


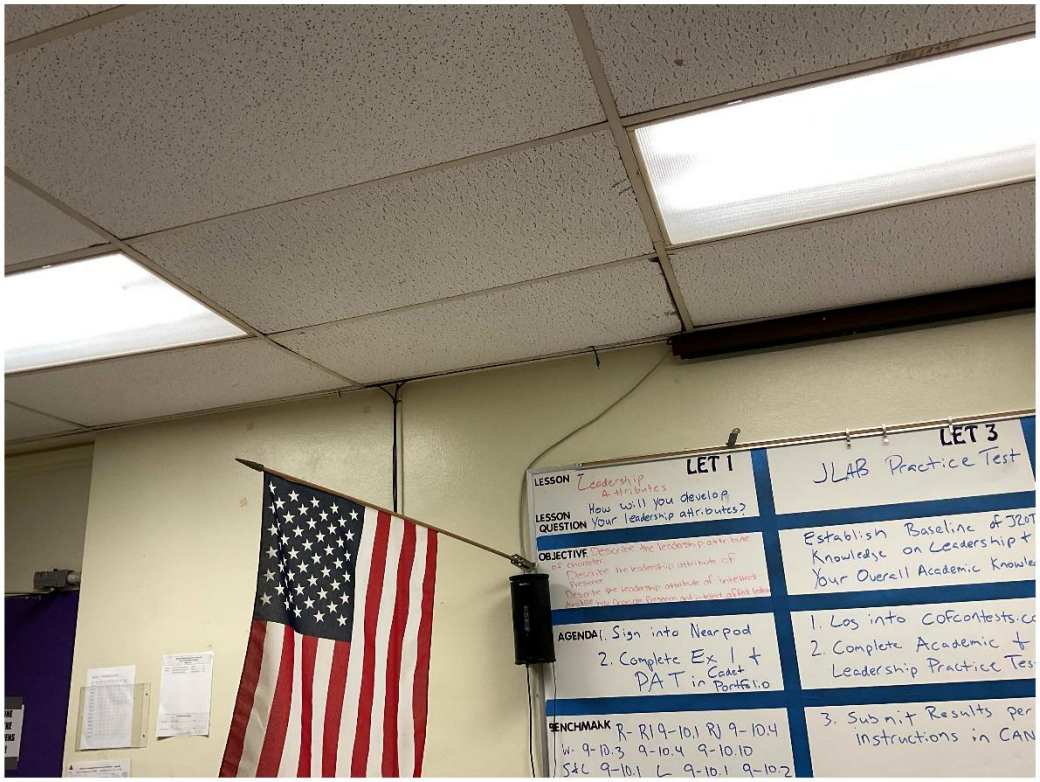



REGION
REGION
2023
2023

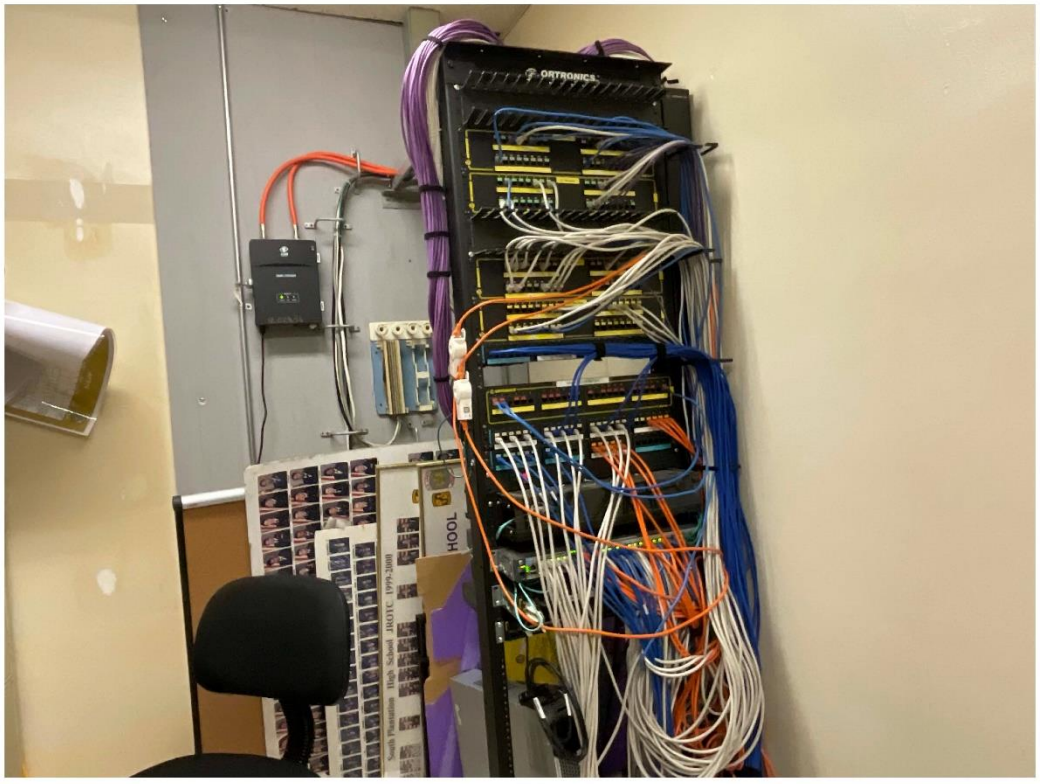






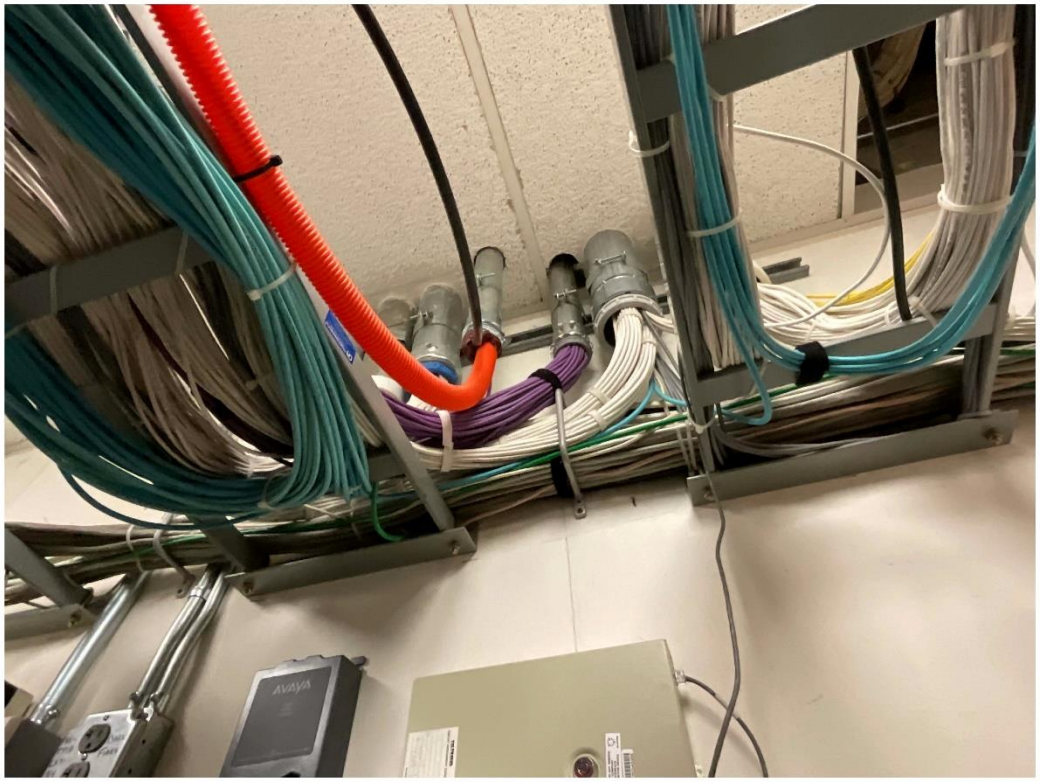

LET 1
LET 3
LESSON Leadership Attributes
LESSON QUESTION How will you develop Your leadership attributes?
OBJECTIVE
AGENDA 1. Sign into Nearpod
2. Complete Ex 1 t PA T in Cadet Portfolio
BENCHMARK R- RI 9-10.1 RI 9-10.4
W. 9-10.3 9-10.4 9-10.10
S&L 9-10.1 L 9-10.1 9-10.2
JLAB Practice Test
Establish Baseline of JLAB Knowledge on Leadership t Your Overall Academic Knowle
1. Log into COFcontests.c
2. Complete Academic & Leadership Practice Tes
3. Submit Results per instructions in CAN

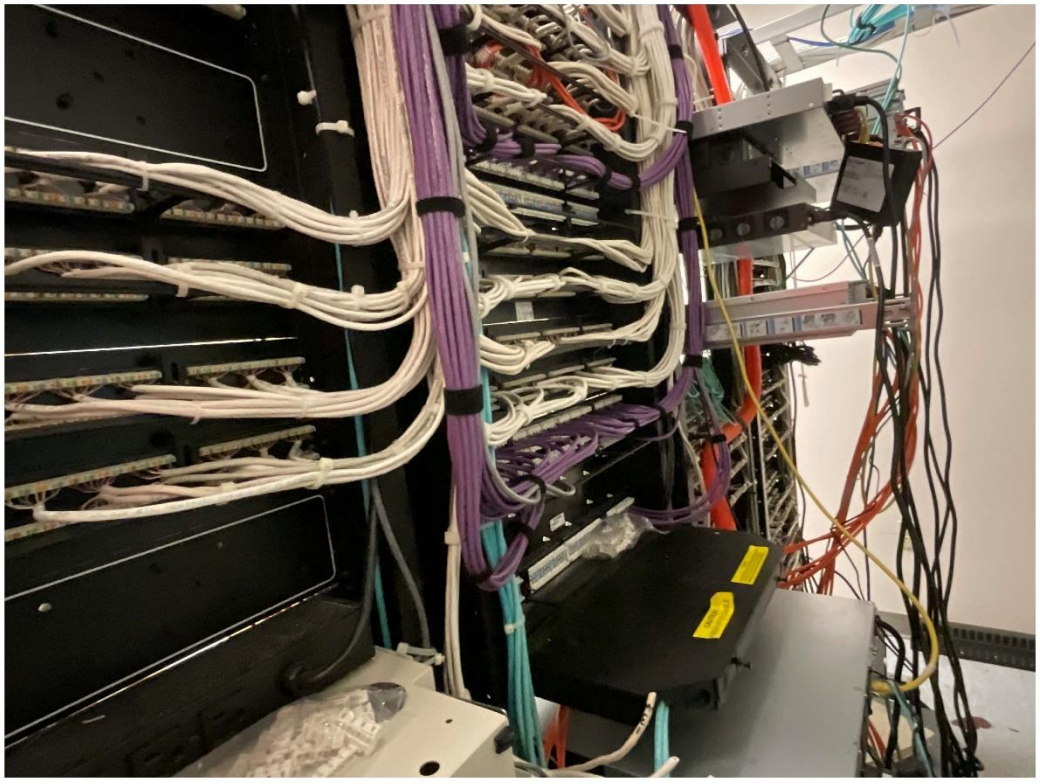

254A
U.S. ARMY
STOP
DO NOT ENTER

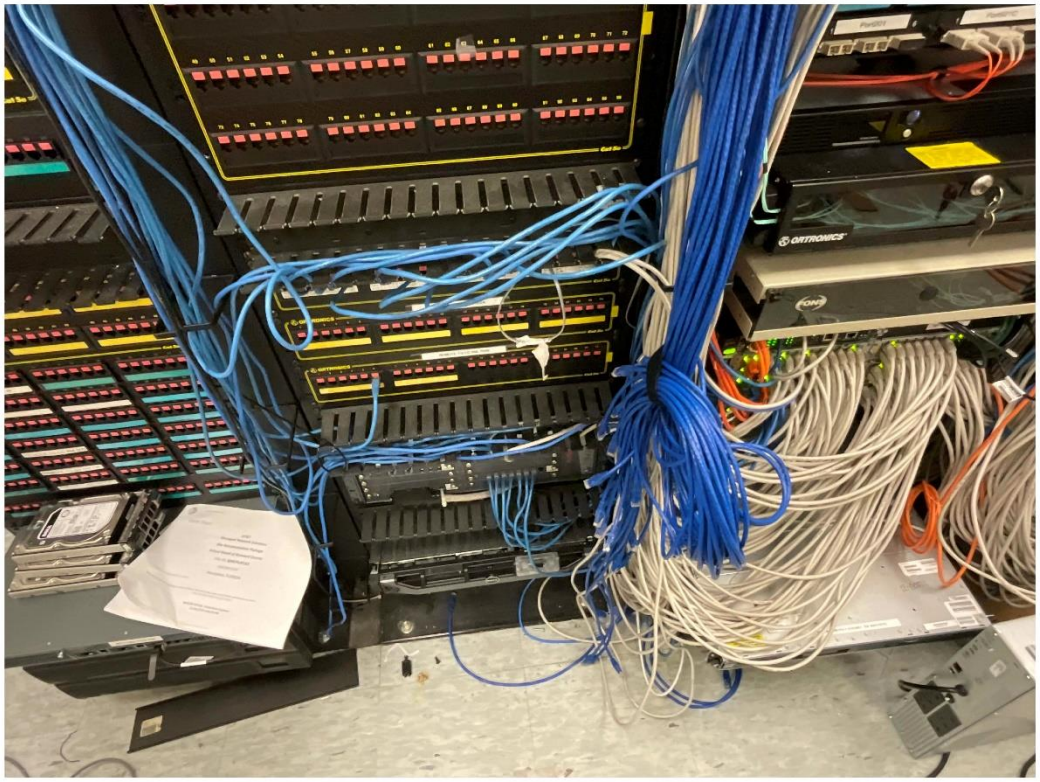

ORTRONICS
South Plantation High School JROTC 1999-2000

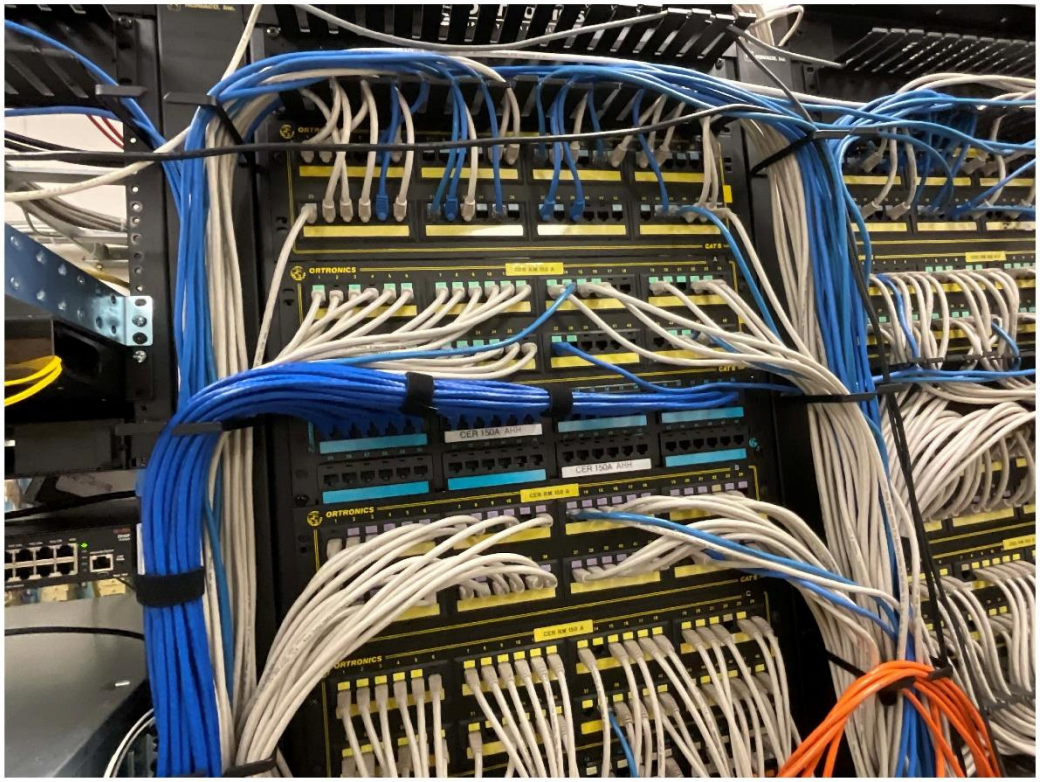



SGA
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ORTRONICS


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CER 150A
CER 150A
ORTRONICS
ORTRONICS





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# INSPECTION REPORT

| | | | |
|---|---|---|---|
| **PERMIT No.** | 1226172 | **REPORT No.** | E - 11 |
| **PROJECT TITLE** | DHH-1226172 South Plantation High School Classroom Audio Enhancement | **INSPECTION DATE** | 7/24/2025 |
| **PROJECT NUMBER** | 1226172 | **REPORT DATE** | 7/23/2025 |
| **LOCATION** | South Plantation High School | **INSPECTOR** | John Quintana |
| **CONTACT** | Christopher Regalado | **CONTRACTOR** | Audio Enhancement |
| | | **INSPECTOR LICENSE** | BN8869 |

**INSPECTION PERFORMED:** Electrical Inspection
**INSPECTION SUBTYPE:** Rough

**INSPECTION RESULTS:** CONDITIONAL PASS

| AREA INSPECTED / INSPECTION COMMENTS |
|---|
| |

**PENDING AND NON-COMPLIANCE ITEMS**

Rough re-inspection of the entire campus deficiencies:

Plan revisions required for info views and speakers added/removed on site that do not match the plans.

Building 2:
- Room 268 info views not working
- Corridor 023 info view missing cabling

Building 4:
- Room 467A info view not working
- Corridors 010 and 010A infoviews not working

Building 7:
- Room 704C no access to restroom to check info view

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# INSPECTION REPORT

| | | | |
|---|---|---|---|
| **PERMIT No.** | 1226172 | **REPORT No.** | E - 10 |
| **PROJECT TITLE** | DHH-1226172 South Plantation High School Classroom Audio Enhancement | **INSPECTION DATE** | 6/11/2025 |
| **PROJECT NUMBER** | 1226172 | **REPORT DATE** | 6/11/2025 |
| **LOCATION** | South Plantation High School | **INSPECTOR** | John Quintana |
| **CONTACT** | Christopher Regalado | **CONTRACTOR** | Audio Enhancement |
| | | **INSPECTOR LICENSE** | BN8869 |

**INSPECTION PERFORMED:** Electrical Inspection
**INSPECTION SUBTYPE:** Rough

**INSPECTION RESULTS:** CONDITIONAL PASS

| AREA INSPECTED / INSPECTION COMMENTS |
|---|
| |

**PENDING AND NON-COMPLIANCE ITEMS**

Info-views re-inspection throughout entire campus.

Pending items:

AV101
- rooms 290, 290C, 290D, 704C, and 704D info views not working.

AV103
- boys locker room and corridor 023 info views not working.
- add to plans the additional info view installed in the gym

AV107
- remove the exterior courtyard info views from plans

AV120
- bldg 1 corridor and bldg 4 restroom 467A info views not working

AV121
- corridor 010A info view not working

AV113
- building 12 four info views not working

AV115
- rm 279 info view not working

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# INSPECTION REPORT

| | | | |
|---|---|---|---|
| **PERMIT No.** | 1226172 | **REPORT No.** | E - 9 |
| **PROJECT TITLE** | DHH-1226172 South Plantation High School Classroom Audio Enhancement | **INSPECTION DATE** | 6/6/2025 |
| **PROJECT NUMBER** | 1226172 | **REPORT DATE** | 6/6/2025 |
| **LOCATION** | South Plantation High School | **INSPECTOR** | John Quintana |
| **CONTACT** | Christopher Regalado | **CONTRACTOR** | Audio Enhancement |
| | | **INSPECTOR LICENSE** | BN8869 |

**INSPECTION PERFORMED:** Electrical Inspection
**INSPECTION SUBTYPE:** Rough

**INSPECTION RESULTS:** CONDITIONAL PASS

| AREA INSPECTED / INSPECTION COMMENTS |
|---|
| |

**PENDING AND NON-COMPLIANCE ITEMS**

This was an above ceiling rough (cabling and conduit) and info views inspection of buildings 2, 4, 5, 6, 7, and 12.

Pending items:

General

- Add to the plans all of the info views installed in the classrooms.

AV101
- rm 290 info views not working
- rm 704 C and D info views not working

AV103
- Gym 283B add to plans the second info views installed
- rm 268 two info views not working
- corridor 023 info view not working

AV106
- rm 603 info view not working
- rm 604 info view not working

AV111
- rm 458 restroom info view not working

- restroom 467A info view not working

Sheet AV121
- rm 183 missing to support all 4 corners of the speakers
- corridor 010A info view not working

Sheet AV122
- remove from plans the info view outside of rm 191
- rm 178 add 2 additional speakers to the plans
- rm 178A add 2 additional speakers to the plans

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# INSPECTION REPORT

| | | | |
|---|---|---|---|
| **PERMIT No.** | 1226172 | **REPORT No.** | E - 8 |
| **PROJECT TITLE** | DHH-1226172 South Plantation High School Classroom Audio Enhancement | **INSPECTION DATE** | 6/2/2025 |
| **PROJECT NUMBER** | 1226172 | **REPORT DATE** | 6/2/2025 |
| **LOCATION** | South Plantation High School | **INSPECTOR** | John Quintana |
| **CONTACT** | Christopher Regalado | **CONTRACTOR** | Audio Enhancement |
| | | **INSPECTOR LICENSE** | BN8869 |

**INSPECTION PERFORMED:** Electrical Inspection
**INSPECTION SUBTYPE:** Rough

**INSPECTION RESULTS:** CONDITIONAL PASS

**AREA INSPECTED / INSPECTION COMMENTS**

**PENDING AND NON-COMPLIANCE ITEMS**

This was an above ceiling rough (cabling and conduit) and info views inspection of the 1st and 2nd floor of building 1 and the 2nd floor only of building 4.

Pending items:

General
- Add to the plans all of the info views installed in the classrooms.

Sheet AV107
- corridor 008 info views not working
- remove from plans the info views on the exterior courtyard

Sheet AV108
- rm 147 remove the speakers from the plans and add an info view

Sheet AV110
- rm 111 one unsupported speaker
- rm 112 add j-hooks or rings to support speaker cables

Sheet AV120
- info view not working outside of rm 234
- rm 472 info view not working

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# INSPECTION REPORT

| | | | |
|---|---|---|---|
| **PERMIT No.** | 1226172 | **REPORT No.** | E - 7 |
| **PROJECT TITLE** | DHH-1226172 South Plantation High School Classroom Audio Enhancement | **INSPECTION DATE** | 2/11/2025 |
| **PROJECT NUMBER** | 1226172 | **REPORT DATE** | 2/11/2025 |
| **LOCATION** | South Plantation High School | **INSPECTOR** | John Quintana |
| **CONTACT** | Bill Calder | **CONTRACTOR** | Audio Enhancement |
| | | **INSPECTOR LICENSE** | BN8869 |

**INSPECTION PERFORMED:** Electrical Inspection
**INSPECTION SUBTYPE:** Low Voltage Rough

**INSPECTION RESULTS:** CONDITIONAL PASS

| AREA INSPECTED / INSPECTION COMMENTS |
|---|
| |

| PENDING AND NON-COMPLIANCE ITEMS |
|---|
| Conduit, wires, and speaker support (above ceiling) inspection at remaining of building 1.<br><br>The following items are pending:<br><br>Rm 111: 3 speakers missing clips, back right speaker missing 1 support<br>Rm 119: All 4 speakers missing supports and clips<br>Rm 113: Back L speaker missing 1 clip and reroute the wire over the air duct<br>Rm 112: All speakers missing clips |

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# INSPECTION REPORT

| | | | |
|---|---|---|---|
| **PERMIT No.** | 1226172 | **REPORT No.** | E - 6 |
| **PROJECT TITLE** | DHH-1226172 South Plantation High School Classroom Audio Enhancement | **INSPECTION DATE** | 2/10/2025 |
| **PROJECT NUMBER** | 1226172 | **REPORT DATE** | 2/11/2025 |
| **LOCATION** | South Plantation High School | **INSPECTOR** | John Quintana |
| **CONTACT** | Bill Calder | **CONTRACTOR** | Audio Enhancement.com |
| | | **INSPECTOR LICENSE** | BN8869 |

**INSPECTION PERFORMED:** Electrical Inspection
**INSPECTION SUBTYPE:** Rough

**INSPECTION RESULTS:** CONDITIONAL PASS

| AREA INSPECTED / INSPECTION COMMENTS |
|---|
| |

| PENDING AND NON-COMPLIANCE ITEMS |
|---|
| Conduit, wires, and speaker support (above ceiling) inspection at building 1 (sheets AV107, 108, 109, and 121).<br>The following items are pending:<br><br>Rm 190 - 2 speakers unsupported and wire nuts exposed on all<br>Rm 182 - 2 speakers unsupported<br>Rm 183 - missing clips and unsupported speaker<br>Rm 193A - missing clips on speakers<br>Rm 125 - unsupported speakers, tighten romex connector, and wire nuts exposed Rm 124 - pick up wire off the ceiling at left speaker<br>Rm 145 - tighten romex connectors on all<br><br>Rm 147 - remove audio devices from plans |

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# INSPECTION REPORT

| | | | |
|---|---|---|---|
| **PERMIT No.** | 1226172 | **REPORT No.** | E - 5 |
| **PROJECT TITLE** | DHH-1226172 South Plantation High School Classroom Audio Enhancement | **INSPECTION DATE** | 2/8/2025 |
| **PROJECT NUMBER** | 1226172 | **REPORT DATE** | 2/7/2025 |
| **LOCATION** | South Plantation High School | **INSPECTOR** | John Quintana |
| **CONTACT** | Bill Calder | **CONTRACTOR** | Audio Enhancement |
| | | **INSPECTOR LICENSE** | BN8869 |

**INSPECTION PERFORMED:** Electrical Inspection
**INSPECTION SUBTYPE:** Rough

**INSPECTION RESULTS:** CONDITIONAL PASS

| AREA INSPECTED / INSPECTION COMMENTS |
|---|
| |

**PENDING AND NON-COMPLIANCE ITEMS**

Conduit, wires, and speaker support (above ceiling) inspection at building 1 (2nd floor partial sheets AV118, 119, 121, and 122).

The following items are pending:

Rm 195 - 1 speaker unsupported
Rm 194 - 1 speaker unsupported
Rm 191A - 4 speakers missing clips and supports
Rm 192A - 1 speaker supported on electrical conduits
Rm 178A - 1 unsupported speaker and exposed wires. Add 2 additional speakers to plans.
Rm 178 - add 2 additional speakers to the plans.
Rm 213 - 4 speakers unsupported
Rm 215 - 1 speaker unsupported
Rm 186 - 1 speaker unsupported

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# INSPECTION REPORT

| | | | |
|---|---|---|---|
| **PERMIT No.** | 1226172 | **REPORT No.** | E - 4 |
| **PROJECT TITLE** | DHH-1226172 South Plantation High School Classroom Audio Enhancement | **INSPECTION DATE** | 2/5/2025 |
| **PROJECT NUMBER** | 1226172 | **REPORT DATE** | 2/6/2025 |
| **LOCATION** | South Plantation High School | **INSPECTOR** | John Quintana |
| **CONTACT** | Bill Calder | **CONTRACTOR** | Audio Enhancement.com |
| | | **INSPECTOR LICENSE** | BN8869 |

**INSPECTION PERFORMED:** Electrical Inspection
**INSPECTION SUBTYPE:** Rough

**INSPECTION RESULTS:** CONDITIONAL PASS

**AREA INSPECTED / INSPECTION COMMENTS**

**PENDING AND NON-COMPLIANCE ITEMS**

Conduit, wires, and speaker support (above ceiling) inspection at buildings 2, 4, 5, and 6.

The following items are pending to fully pass:

Building 4
Rm 451: 2 speakers unsupported
Rm: 458: Speakers missing clip
Rm 459: Speakers missing clip

Building 5
Rm 516: Speakers unsupported

Building 6
Rm 602A: Speaker unsupported

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# INSPECTION REPORT

| | | | |
|---|---|---|---|
| **PERMIT No.** | | **REPORT No.** | E - 1 |
| **PROJECT TITLE** | DHH-1226172 South Plantation High School Classroom Audio Enhancement | **INSPECTION DATE** | 1/19/2024 |
| **PROJECT NUMBER** | DHH-1226172 | **REPORT DATE** | 1/19/2024 |
| **LOCATION** | South Plantation High School | **INSPECTOR** | ronnie herrera |
| **CONTACT** | Bill Calder | **CONTRACTOR** | Audio Enhancement |
| | | **INSPECTOR LICENSE** | BN7864 |

**INSPECTION PERFORMED:** Electrical Inspection

**INSPECTION SUBTYPE:** Rough

**INSPECTION RESULTS:** CONDITIONAL PASS

| AREA INSPECTED / INSPECTION COMMENTS |
|---|
| |

| PENDING AND NON-COMPLIANCE ITEMS |
|---|
| Courtesy inspection. with George Diaz |

No deficiencies

Building 6
Rms 603 and 604 info views not working

Building 7
Rms 704C and 704D info views not working

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# INSPECTION REPORT

| | | | |
|---|---|---|---|
| **PERMIT No.** | 1226172 | **REPORT No.** | E - 2 |
| **PROJECT TITLE** | DHH-1226172 South Plantation High School Classroom Audio Enhancement | **INSPECTION DATE** | 1/31/2025 |
| **PROJECT NUMBER** | 1226172 | **REPORT DATE** | 2/3/2025 |
| **LOCATION** | South Plantation High School | **INSPECTOR** | John Quintana |
| **CONTACT** | Bill Calder | **CONTRACTOR** | Audio Enhancement |
| | | **INSPECTOR LICENSE** | BN8869 |

**INSPECTION PERFORMED:** Electrical Inspection

**INSPECTION SUBTYPE:** Rough / Fire stopping

**INSPECTION RESULTS:** CONDITIONAL PASS

| AREA INSPECTED / INSPECTION COMMENTS |
|---|
| |

| PENDING AND NON-COMPLIANCE ITEMS |
|---|
| Partial rough inspection for Audio Enhancement equipment installed at buildings 1 (partial, corridors only), 2, 3, 6, and 7.<br><br>Building 1<br>Remove exterior info views from the plans.<br>Info views outside of 197, 202, 225, 190A, 185, 184, 187, 182, 171, 178A, 179 are not working.<br>Rm 213: add info views installed on site to the plans.<br>Could not locate the info views that show on the plans outside of rm 191A.<br><br>Building 2<br>Info views in rooms 290, 290C, 290D, 268Q, 268R, outside of 268, and 250 are not working.<br>Pending all 2nd floor.<br>Add additional info view to plans in the gym (rm 283B).<br><br>Building 3 |

Building 12
Rm 1201: Info view not working.
Rm 1202: Info view not working.
Rm 1200 B: Info view not working.
Rm 1209: Info view not working.

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# INSPECTION REPORT

| | | | |
|---|---|---|---|
| **PERMIT No.** | 1226172 | **REPORT No.** | E - 3 |
| **PROJECT TITLE** | DHH-1226172 South Plantation High School Classroom Audio Enhancement | **INSPECTION DATE** | 2/4/2025 |
| **PROJECT NUMBER** | 1226172 | **REPORT DATE** | 2/5/2025 |
| **LOCATION** | South Plantation High School | **INSPECTOR** | John Quintana |
| **CONTACT** | Bill Calder | **CONTRACTOR** | Audio Enhancement |
| | | **INSPECTOR LICENSE** | BN8869 |

**INSPECTION PERFORMED:** Electrical Inspection
**INSPECTION SUBTYPE:** Rough

**INSPECTION RESULTS:** CONDITIONAL PASS

| AREA INSPECTED / INSPECTION COMMENTS |
|---|
| |

**PENDING AND NON-COMPLIANCE ITEMS**

Info views and speakers audibility test at buildings 1 partial, 2 partial, 4, 5, 6, and 12.

The following items are still pending to fully pass rough inspection: above ceiling inspections in all buildings and the notes from this and the previous report.

Building 1 sheet AV120
Rooms 233, 234, 235, and 236 add info views to plans.
Infoviews outside of rm 234 not working.

Building 2 sheet AV101
3 classrooms in which all speakers and info views are properly working.

Building 4
Rm 456A: Info view not working.
Rm 467A: Info view not working.
Rm 472: Speakers and info view not working.

Building 5
Rm 502: 4 speakers not working.

Building 6
Rm 601: 1 info view is not working.

SCHOOL BOARD OF BROWARD COUNTY

AUDIT COMMITTEE MEETING

KC WRIGHT ADMINISTRATION CENTER
BOARD ROOM
600 SE 3RD AVENUE
FORT LAUDERDALE, FLORIDA

THURSDAY, JANUARY 29, 2026
9:38 A.M. - 12:35 P.M.

Court Reporter:
Timothy R. Bass, Stenographic Reporter
Bass Reporting Service, Inc.
633 South Andrews Avenue, Suite 500
Fort Lauderdale, FL 33301

COMMITTEE MEMBERS IN ATTENDANCE:
MS. MARY FERTIG, Chair
MS. PHYLLIS SHAW, Vice Chair
MR. ROBERT MAYERSOHN (Telephonic)
MR. ANTHONY DE MEO, CPA
MR. ANDREW MEDVIN, CPA
MR. LEW NAYLOR
MS. B. JILL BARON
MR. CHRISTOPHER UPTON
MS. RACHEL ROSAS
MR. ANDREW MEDVIN

OFFICE OF THE CHIEF AUDITOR STAFF:

MR. DAVE RHODES, Chief Auditor
MR. MARK MAGLI, Executive Director, Audits
MS. NAKIA GOULDBOURNE, Manager, Internal Funds
MS. ELENA PRITYKINA, Manager, Operations
MR. MERLIN BUTLER, Manager, Property & Inventory
MR. BRYAN ERHARD, System Support Specialist II
MR. DEREK TILLMAN, Executive Secretary
MS. OCTAVIA ALLEN-HARDAWAY, Clerk Spec C

DISTRICT STAFF:

DR. HOWARD HEPBURN, Superintendent of Schools (Teams)
MR. RYAN SMITH, Director, Business Support Center
MR. ALAN STRAUSS, South Regional Superintendent, Teaching & Learning
MR. JOHN WHITE, Director, Procurement & Warehousing Services
MR. NATHAN SADE, Chief Fire Official
MR. MICHAEL GREGORY, Chief Safety & Security Officer, Safety, Security & Emergency Preparedness
MR. JAMES LA ROSA, Director, Safety & Security Operations
MS. ELIANA ELHEFNAWY, Behavioral Threat Management
MS. KIM PUNZI-ELABIARY, Director, Behavioral Threat Management
MR. CARLOS GOMEZ, Director, Accounting & Financial Reporting
MS. ROMANEIR JOHNSON, Chief Financial Officer

INVITED GUESTS:

MR. EDDIE CASTANEDA, External Auditor, Forviz Mazars
MR. RODERICK HARVEY, External Auditor, HCT Certified Public Accountants and Consultants

MR. SHAWN DAVIS, External Auditor, S. Davis & Associates P.A.
MS. ANNETTE LEWIS, External Auditor S. Davis & Associates, P.A.
MR. ANTHONY BRUNSON, External Auditor, Anthony Brunson, P.A.
MR. JEAN BORNO, External Auditor, Anthony Brunson, P.A.
MS. JUDIAN WINSTON, External Auditor, Anthony Brunson, P.A.
MR. TIM BASS, Court Reporter, United Reporting

**The following pages are excerpts of the draft minutes of the Audit Committee Meeting of January 29, 2026 that are specifically related to the Performance Audit Report - Deaf and Hard of Hearing (DHH) Project.**

**The complete minutes, which include Committee discussion on matters not related to this item, are scheduled for Committee discussion and approval at their next scheduled meeting on March 12, 2026.**

can happen, particularly with the carryover dollars. But is there a motion to transmit? I'm just reminded you want those scrivener's errors corrected.

MS. SHAW: Yes, motion to transmit with the recommendation from earlier, those recommended changes.

MR. NAYLOR: Second.

MS. FERTIG: Okay. All in favor.

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Opposed?

(No response.)

MS. FERTIG: Okay. Thank you so much. We'll transmit it.

We are up to number 8, HCT - Performance Audit Report - Deaf and Hard of Hearing Project.

MR. RHODES: Madam Chair, may I have two minutes?

MS. FERTIG: Two minutes?

MR. RHODES: Yes. Thank you.

MS. FERTIG: We're on a two-minute break in case anybody wants to --

(Whereupon, a brief recess was taken.)

MS. FERTIG: Okay. I think we're ready to start up. Our next agenda item is number 8, HCT

- Performance Audit Report - Deaf and Hard of Hearing -- I'm sorry. Yes, Deaf and Hard of Hearing. Hi.

MR. HARVEY: Good morning to the audit committee. Good morning, Anthony, Mary, Phyllis, Lew, Andrew, Jill and Rachel. I want to right up front say thank you to you, Dave, the chief auditor for his leadership. And I also want to appreciate Jim La Rosa, James La Rosa and the chief fire official for their interest in helping this.

My name is Roderick Harvey, I am a partner and managing member with HCT Certified Public Accountants and Consultants, and we performed the audit for the Deaf and Hard of Hearing Project.

The purpose of the audit was to evaluate governance, procurement, financial stewardship and statutes and documentation. We had 21 audit objectives. We reviewed project delivery across four schools. This is not an investigation or evaluation of student performance.

Why this project matters, it supports accessibility, safety and equity, improved emergency communication for deaf and hard of hearing students and staff, reinforces District's

commitment to inclusive learning environments. Our audit scope reviewed governance and oversight, procurement, contracting, financial performance and inspection. Not reviewed, student outcomes or any employee discipline.

We reviewed, again, four schools. Those schools are South Plantation High School, Tropical Elementary, Seminole Middle School, go Noles, Peters Elementary School. The audit period, 2022 through 24.

At a glance, the four schools, again, as a result of implementation are operational. Acceptability, safety objectives achieved. Projects completed under budget. We didn't find any fraud, misuse of funds or safety failures that were identified as a part of our work.

What works well? Safety system installed and functioning. Vendor delivered within required timeframe, District prioritized readiness for student, leadership made post-adjustments during the project.

We noted six findings in our report. Those findings at a high level covered governance, continuity effective by restructuring, multiple contracts used which increased coordination

needs, inspection documentation not fully centralized, process improvement opportunities identified.

What our findings do not mean, no fraud identified, no inappropriate spending, no unresolved safety concerns, and no system failure preventing use.

Financial summary, the overall project was approved at 9.2 -- I'm sorry, 2.9 million. That included half a million dollars for soil remediation. The core of the project is 2.4 million. Our numbers based on our research expended -- the project expended 1.9, which left a variance of a little over half a million dollars.

Inspections were conducted at all schools. Corrective actions were taken when needed. There is some documentation fragmented across the systems, but, again, the systems were operational and compliant.

Management Takeaways, centralized safety, technology and oversight, dedicated management as assigned, improved tracking and resolution, and this is around the permitting area and stronger up-front planning for future projects.

We noted several lessons learned that we present to the committee, clarification of governance for transitions, improve vendor handoffs, where possible, consolidation of closeout documentation and finalized system specifications earlier.

Final takeaways, the DHH project successfully delivered its intended accessibility and safety outcomes. The audit supports transparency and continuous improvement. If you will allow me, I will be happy to answer any questions that you and the board may have regarding our performance audit for the DHH project.

MS. FERTIG: Thank you. That was a great summary.

Okay. Who has a question?

MS. ROSAS: I do.

MS. FERTIG: Yes, Rachel, go ahead.

MS. ROSAS: Yeah, I was looking at the math on page 33 and 34 you had the bids, there were six different bids involved in the project and there were five different vendors listed. Universal Cabling wasn't listed there but I am thinking it might be included with something else.

So when I -- then I went to page 36 and 37 where it was like a dump from the District database, I guess, and you had a total of 1 million 249 and then I went to page 38 where the invoices you had added up to 1.902 and then you explained the difference between the page 36, 37 and the page 38 summary. You explained the difference was 706 of audio enhancement, but I couldn't figure out where Universal Cabling, 484,000, because they weren't listed on the other side on page 36 and 37.

So I was just wondering, is Universal Cabling being included somewhere else, because that would be another difference besides the 706, like if you look between the two tables. Page 38 is all invoices and page 36 and 37 is the dump from the District, you know, accounts payable or something, I guess.

MR. HARVEY: So thank you, Ms. Rosas for that. Exactly as you said, so we took the -- we showed it from the District system per school and we gave the rollup there and then the preventive, which you can see the audio enhancement amount on the actual spend, the encumbered amount is there, but the actual spend is not, and so that creates

a delta. And so we believe, our presentation, based on invoices provided, which you do see the schedule of invoices for cabling, Universal Cabling, gives a more accurate picture, now, again, based on invoices of what the project totalled out to, which is the 1.902 million. And so -- and so we reflect that delta based on the approved budget amount for the four schools, which is 2.4, our write-up of the total of our manual, going through the invoices and totalling them out, and then showing the 552 as a positive variance or favorable variance between what we added up and what was approved.

There is a possibility that maybe there are some other vendors, the timing of vendors that was not included, was not provided. We believe our, again, manual going through of invoices gives a more accurate picture.

MS. ROSAS: Okay. And there was one vendor listed on the solicitations that did not appear on your invoice schedule. That was CAP Government. I think it was for code checking or -- I don't know if that's a big amount of money or not, but it's not listed.

MR. HARVEY: So CAP Government operates as a

private organization that helps with the permitting of the projects. We did not include the CAP Gov spend in our analysis here. We could get those amounts and see what it -- what it is or totals up to be. But, no, we did not include CAP Gov. I believe that they administer or act as an administrator for permitting district-wide.

MS. ROSAS: Oh, okay. So maybe you don't pay something separate then.

MR. HARVEY: I would have to spend more time on that if it is determined to be significant.

MS. ROSAS: And then on page 14, the audit objective, they said only the invoices through May 31st of '24 would be in the objective, but on your schedule you have invoices from 2025, so I didn't know if something changed after the fact, but I thought it was odd that they were cutting the expenses off at May 31st and then you were given invoices of 2025, that's all. It may be that there was a change after the fact. I'm not sure.

MR. HARVEY: The original scope included the May 31st cutoff, so you are correct. When we got into the work we believed it was more accurate because there were some things done after that

period to reflect as many of the invoices as we could, and so we did a little extra to that regard.

MS. ROSAS: Okay. Thank you.

MS. FERTIG: Okay. Is that -- are you -- do you have any other questions?

MS. ROSAS: No.

MS. FERTIG: Okay. Anybody else?

MR. UPTON: I have a question. How many students are in the DHH program in those four schools?

MR. HARVEY: You know, I knew somebody would ask me that. So it averages about, from about 35 to 39 students at each of the four schools, which from my understanding are where they are concentrated. I don't believe it means that there are not others in the schools. So that would probably add to maybe 120, 140 kids for the four schools we looked at. But we did get for each of those schools the number of DHH kids that they have. I didn't quote it in the report, but on the top side about 40 children per -- per school.

MR. UPTON: Thank you.

MS. FERTIG: Okay. Anybody else? Anyone?

Is there a motion to transmit?

MS. SHAW: Motion to transmit.

MR. MEDVIN: Second.

MS. FERTIG: Okay. All in favor?

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Opposed?

(No response.)

MS. FERTIG: Okay. Thank you. Thank you for your presentation and audit.

MR. HARVEY: Thank you, Mary.

MS. FERTIG: Okay. Our next one is the Purchase Card Program Review.

MR. BRUNSON: Good morning. Happy New Year.

MS. FERTIG: Good morning.

MR. BRUNSON: I'm Tony Brunson, the managing partner of Anthony Brunson, P.A. I am joined today by Jean Borno our consulting and audit partner in the firm who actually executed the work.

In connection with the P-Card program I think our report captures the scope and the internal control environment. In essence, you know, we looked at 100 percent overall of the P-Card items. So to the extent that there are comments here, we only provided enhancements, we're really

Status: SPECIAL ORDER

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | DD. Chief Auditor |
| **DEPARTMENT:** | Auditing |

| | |
|---|---|
| Agenda Item Number: | DD-3. |
| Consent or Open Item: | Open |
| Special Order: | YES |
| Time for Special Order: | 11:00 A.M. |

**TITLE:**

**S. Davis & Associates - Florida School Recognition Program Audit**
**SPECIAL ORDER - 11:00 A.M.**

**REQUESTED ACTION:**

**Receive S. Davis & Associates, P.A. - Florida School Recognition Program Audit. 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 Executive Summary.

**EXHIBITS:**

- Executive Summary
- FL Sch Recog Prog Audit Rpt
- Minutes Excerpt 01-29-26

**FINANCIAL IMPACT:**

There is no financial impact to the District.

**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: | Dave Rhodes | Phone: | 754-321-2400 |
| Name: | Mark Magli | Phone: | 754-321-2400 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Senior Leader & Title

David G. Rhodes, Chief Auditor

Signature

David G. Rhodes, Chief Auditor

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dave Rhodes
Title: Chief Auditor
Phone: (754) 321-2400

**EXECUTIVE SUMMARY**

Florida School Recognition Program Accountability Audit

**Board Meeting Date:** March 10, 2026

**Requested Action:** Receive the Independent Accountant's Report on Applying Agreed-Upon Procedures for the Florida School Recognition Program (FSRP) for School Years 2022 through 2024.

**School Board Policy Requirement/Authority:** This item is presented pursuant to the School Board of Broward County's oversight responsibilities under Florida Statutes Chapter 1001 and District Policy 1403 – *School Accountability and Improvement*, which governs school accountability processes, School Advisory Council (SAC) operations, and documentation requirements.

**Statutory Requirement/Authority:** Florida Statutes §§ 1008.36 (Florida School Recognition Program), 1008.34 (School Grading System), 1001.452 (School Advisory Councils), and 1002.33 (Charter Schools).

**District-zone Impact:** District-wide.

**Impact of the School Board's Vote:**
**- If the School Board votes "Yes":** The Board formally acknowledges receipt of the audit, affirms compliance outcomes for traditional schools, and supports strengthened oversight and documentation practices for charter schools participating in the FSRP.
**- If the School Board votes "No":** The audit findings would not be formally received, potentially delaying transparency, corrective actions, and systemwide improvements related to FSRP oversight.

**Background/History**
The Florida School Recognition Program (FSRP), commonly referred to as "A+ Funds," is a statewide performance incentive program established to reward schools demonstrating sustained high academic performance or significant improvement. Awards are funded by legislative appropriation and distributed annually based on school grades issued by the Florida Department of Education.

S. Davis & Associates, P.A. was engaged by the Office of the Chief Auditor (OCA) to perform agreed-upon procedures to evaluate District compliance with FSRP statutory and program requirements for school years 2022 through 2024. The audit reviewed eligibility, governance, decision-making processes, documentation, and fund disbursement practices for both traditional and charter schools.

The Audit Committee reviewed this report on January 29,2026 and approved transmitting it to the School Board.

**Alignment to 2027 Goals and Guardrails:** This item aligns with school-focused outcomes through Guardrail 4: Accountability, which includes expectations, evaluation, transparency, and continuous improvement.

**Measurable Outcome(s)/Return on Investment:**

- Verification that traditional schools complied with statutory and program requirements for FSRP decision-making, documentation, and disbursement, with no findings noted.
- Identification of documentation and oversight gaps at certain charter schools, providing actionable recommendations to improve compliance.
- Confirmation that $60.9 million in FSRP funds was properly disbursed during the three-year period reviewed, with unspent funds appropriately carried forward at the school level.

**Financial Impact, Funding Source & Budget Status:** The source of funds to perform this audit is the general fund budget allocation of the OCA for awarded contract RFP25-001 Professional Auditing Services. The total cost for this audit was $60,000.

| ACTION | DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT | TERM (months) |
|---|---|---|---|---|---|
| Original spending authority request | 11/13/24 | Yes | General Fund – OCA | $1,755,000 | 32 |
| First Amendment / Renewal – additional spending authority | TBD | No | General Fund – OCA | $ 585,000 | 12 |
| Second Amendment / Renewal – additional spending authority | TBD | No | General Fund – OCA | $ 585,000 | 12 |
| Additional Spending Authority | N/A | N/A | N/A | N/A | N/A |
| **Total Agreement Amount** | — | — | — | **$2,925,000** | **56** |

**Multi-year agreement:** Yes

**Procurement Method:** The audit engagement was conducted in accordance with School Board procurement policies for professional services. S. Davis & Associates, P.A. was selected as an external audit firm through a competitive solicitation process approved under the District's procurement guidelines.

**Impact on Schools:** Traditional schools demonstrated consistent compliance with SAC governance, voting, documentation, and allowable use requirements. Certain charter schools did not consistently maintain required documentation supporting FSRP decision-making and expenditures, limiting the ability to verify compliance for specific years.

**If there is an impact on schools, how will schools be selected/prioritized:** Schools are not selected or prioritized for participation. Eligibility is determined annually by the Florida Department of Education based on statutory school grade criteria. Any follow-up actions resulting from this audit will focus on charter schools where documentation deficiencies were identified; traditional schools will continue under routine monitoring.

**Stakeholder Engagement/ End-User Input:** N/A

**If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:** N/A

**Additional Backup:** N/A

# INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES ON FLORIDA SCHOOL RECOGNITION PROGRAM SCHOOL BOARD OF BROWARD COUNTY OBSERVATIONS, FINDINGS, RECOMMENDATIONS, AND MANAGEMENT RESPONSES

SDA
S. Davis & Associates, P.A.
Certified Public Accountants & Consultants

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# EXECUTIVE SUMMARY

December 22, 2025

S. Davis & Associates, P.A. ("SDA"), was engaged by The School Board of Broward County ("District") to evaluate the District's compliance with the Florida School Recognition Program ("FSRP"), also known as "A+ Funds," for school years 2022 through 2024.

## Background

Florida Statutes "Fla. Stat." § 1008.36 - Florida Recognition School Program, (EXHIBIT 1), establishes a statewide performance incentive designed to reward schools for sustained academic excellence and improvement. The Legislature found that:

"There is a need for a performance incentive program for outstanding faculty and staff in highly productive schools. The Legislature further finds that performance-based incentives are commonplace in the private sector and should be infused into the public sector as a reward for productivity." (Fla. Stat. § 1008.36(1)).

The FSRP provides financial awards to public schools that either:

1. Sustain high performance by earning a school grade of "A" or making excellent progress, or
2. Demonstrate exemplary improvement due to innovation and effort by improving at least one letter grade or by improving more than one letter grade and sustaining the improvement the following school year.

All public schools, including charter schools, that receive a school grade pursuant to Fla. Stat. §1008.34, (EXHIBIT 3), are eligible to participate. Award amounts depend on available appropriations and the number and size of qualifying schools. Funds must be distributed to the school's fiscal agent and placed in the school's account to be used for allowable purposes jointly determined by the school staff and the School Advisory Council ("SAC") or governing body. If the school staff and SAC cannot reach an agreement by February 1, the awards must be equally distributed to all classroom teachers currently teaching in the school.

There is a provision that if a school selected to receive a school recognition award is no longer in existence at the time the award is paid, the district school superintendent must distribute the funds to teachers who taught at the school in the previous year in the form of a bonus.

Under Fla. Stat. § 1008.36(5), FSRP funds may only be used for:

1. Nonrecurring bonuses to faculty and staff,
2. Nonrecurring expenditures for educational equipment or materials to assist in maintaining and improving student performance, or
3. Temporary personnel for the school to assist in maintaining and improving student performance.

The program is coordinated by the School Transformation Office and School Improvement Office along with the Budget, Finance, Talent Management, and Human Resources Support Services.

Decision-making body (SAC)
Pursuant to Fla. Stat. § 1001.452, the district school board shall establish an advisory council for each school in the District and shall develop procedures for the election and appointment of advisory council members. The SAC shall be the sole body responsible for final decision making at the school relating to implementation of Fla. Stat. §§ 1001.452 and 1008.345, Charter schools are not required to have a SAC.

Membership: A majority of members must not be district employees. Membership must represent the school community's demographics and include the principal, appropriately balanced number of teachers, education support employees, students, parents, and local business/community representatives.

Bylaws: SACs adopt bylaws addressing quorum, at least 3 days' written notice before any vote, accessible meeting times, replacement for two consecutive unexcused absences, and accurate minutes. The School Board keeps official minutes and may review bylaws. SACs assist with the school improvement plan, the annual budget, and improvement initiatives funded via the General Appropriations Act, without assuming powers reserved to the School Board.

Eligibility and Grading
School eligibility for FSRP is based on school grades issued annually by the Florida Department of Education ("FDOE") as defined in Fla. Stat. § 1008.34 and Rule 6A-1.09981, Florida Administrative Code ("FAC").

Fla. Stat. § 1008.34 - School grading system; school report cards; district grade, establishes the statewide criteria for evaluating student performance, determining school grades, and assigning district grades. The statute defines key terms, outlines the school-grade calculation methodology, prescribes requirements for assessment participation, and identifies the performance components used to determine grades for both schools and districts. This statute forms a foundational element for evaluating academic performance, school accountability, and eligibility for programs such as the FSRP.

After FDOE issues preliminary results, usually in July, districts have 30 days to appeal for issues such as sub-95% participation, omitted/miscalculated data, or irregularities. Final certified grades drive public accountability and determine FSRP eligibility.

District Informational Technology ("IT") Data Submittals

To support FDOE grading process throughout the year, the District transmits certified student data to FDOE via four (4) surveys during the school year and a fifth (5) in October of the subsequent school year. In the District, the Data Intelligence Department manages state processing windows, and the Educational Assessment, Analysis & Research ("EAAR") Department performs corrections during the May *Student Data Updates* period. The District's Accountability Officer certifies final submissions. The District uses FOCUS school software as the student information system and integrates third-party assessments for reporting purposes.

FDOE Funding Mechanics

The Florida Education Finance Program ("FEFP"), enacted 1973, allocates K–12 funding primarily by multiplying:

1. unweighted Full-Time Equivalent ("FTE") student by program cost factors to derive weighted FTE ("WFTE"),
2. then applying the base student allocation and statutory adjustments.

For funding, 1.0 FTE equals one student's full-year student membership. The Office of Funding and Financial Reporting, ("OFFR"), uses certified FTE student membership from FEFP and the statewide appropriation to calculate district and school FSRP awards.

FDOE Disbursement Process

FDOE issues award allocation memoranda and publishes district school award spreadsheets. OFFR transfers funds to the district.

- The District Budget Office record awards for traditional schools that are later notified of their awarded amounts.
- The district promptly pass through the charter schools' share, and by statute, release to charter schools within 10 business days of receipt (Fla. Stat. § 1002.33(17)(e)).

For the three-year period tested, a total of $60,941,416 of FSRP funds was disbursed of which a balance of $4,558,046 was unspent and is being carried forward.

**Table 2 FSRP Carry Forward for School Years 2022 to 2024**

| | Disbursed in 2023 | 2024 | 2025 | |
|---|---|---|---|---|
| **Description** | **School Year Ended June 30, 2022** | **School Year Ended June 30, 2023** | **School Year Ended June 30, 2024** | **Total** |
| Disbursed | $ 22,256,862 | $ 16,360,012 | $ 22,324,542 | $ 60,941,416 |
| Unspent | $ 1,278,133 | $ 1,613,436 | $ 1,666,477 | $ 4,558,046 |

*Unspent amounts remain in each school's account.*

District Responsibilities

School administrators are responsible for implementing the approved A+ fund proposal and following district procedures for purchasing, hiring, and one-time bonus payments. Required documentation, meeting agendas, minutes, sign-in sheets, ballots, advertisements, and vote results must be uploaded through the SAC Upload Center, with completion notice sent to the School Improvement Department.

- The School Improvement Department oversees district-wide compliance with FSRP requirements.
- It provides:
  - Training sessions and Informal Q&A sessions
  - Monitoring and guidance to ensure that documentation, voting procedures, and SAC membership meet policy and statutory standards.
- The Budget Office imports the FDOE award files (email or online download), records total awards, deducts fringe-benefit* reserve amounts, notifies schools of award totals and allowable uses, and records year-end carryforward of unused funds.
  - *Bonus or supplemental payments are subject to employer's share (mandatory) of payroll costs (fringes). Included are social Security and Medicare - Federal Insurance Contributions Act (FICA), Worker's Compensation, and Florida Retirement System (FRS) contributions. If not paid from this source (A+), the District would have to fund these mandatory employer payroll expenses from a different source.

- Each school's SAC oversees the voting process to determine how FSRP funds are used. The SAC must:
  - Create and approve written ballot proposals.
  - Distribute ballot proposals for staff review at least three (3) business days before the scheduled vote.
  - Conduct a closed ballot vote where a quorum (51% plus 1 of total required members) must be present for voting to take place.

    If no agreement is reached by February 1, the awards are distributed equally among classroom teachers as prescribed by Fla. Stat. § 1008.36(4).

Charter Schools

- As sponsor of charter schools, the district must monitor and review each charter school's progress toward its charter goals and its revenues and expenditures in accordance with Fla. Stat. § 1002.33(5)(b)1.a.-b.
- The District's Budget Office:
  - Receives and records FDOE award notifications.
  - Notifies each charter school by email of the award amount and allowable uses, in coordination with Charter Schools Management/Support Department.

Charter schools and SAC:

- Charter schools are not required to establish SACs but must maintain a governing body. The governing body must ensure funds are used appropriately, decisions are documented, and records are available for review.

## Summary of Findings and Recommendations

Compliance Testing
Traditional schools - School years 2022, 2023, and 2024. Based on our testing procedures, traditional schools complied with applicable statutory and program requirements, with no exceptions noted.

Findings
None.

Recommendations:
None.

Charter schools - School years 2022, 2023, and 2024. It was noted that the schools listed below did not have certain documentation relating to FSRP decisions. Missing information included agendas, minutes, attendance, vote, notices, ballots, sign-in sheets, and final vote tallies.

Findings:

- Fiscal Year 2022 - There were fourteen (14) instances of incomplete documentation among three (3) schools listed below:
    - Atlantic Montessori Charter School West Campus (#5164), and
    - Somerset Academy Pompano (K-5) (#5388).
      Both were missing FSRP documentation, including minutes, agendas, 3-day meeting notice, staff input, and evidence of an approval ballot and formal vote.
    - Central Charter School (#5041) was missing FSRP documentation, including minutes and sign-in sheets.

- Fiscal Year 2024 - There were eleven (11) noted exceptions of missing documentation between the two (2) schools.
    - Atlantic Montessori Charter School (#5029) was missing FSRP supporting documentation including ballots, meeting, 3-day notice, sign-in sheets, and evidence of staff input.
    - Broward Math & Science Schools (#5038) furnished incomplete documentation. Missing items included ballots, meeting, 3-day notice, and sign-in sheets.

Recommendations:
Charter schools should strengthen oversight and monitoring of the FSRP documentation process to ensure compliance. Creating and implementing appropriate tools could help schools in generating and maintaining complete records.

Disbursement Testing
Traditional schools - School years 2022, 2023, and 2024. We noted no exceptions in the performance of our agreed-upon procedures testing for disbursements.

Findings:
None.

Recommendations:
None.

Charter Schools - We noted instances in which supporting records were not provided or the documentation presented was not sufficient to determine if expenditures were in accordance with the governing body's approved budget. As a result, we could not verify whether funds received were spent on allowable expenses.

Four (4) schools were missing documentation to determine that funds were properly expended:

- Fiscal Year 2022:
  - Atlantic Montessori Charter School West Campus (#5164),
  - Broward Math & Science Schools (#5038).
- Fiscal Year 2024:
  - Atlantic Montessori Charter School (#5029), and
  - Somerset Academy Pompano (K-5) (#5388).

Recommendations:
Each school is encouraged to maintain adequate FSRP documentation in accordance with FSRP requirements. The District should provide additional guidance and support, as necessary.

Management responses are provided in EXHIBITS 5, 6, and 7.

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# INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

Dave Rhodes, Chief Auditor
School Board of Broward County
600 SE Third Ave
Fort Lauderdale, FL 33301

We have performed the procedures enumerated in Schedule A, for the Florida School Recognition Program ("FSRP") for the School Board of Broward County's ("District") from fiscal year 2022 through 2024. The School Transformation Office's management is responsible for the District's compliance with the FSRP.

The District agreed and acknowledged that the procedures performed are appropriate to meet the intended purpose of reviewing the District's compliance with the FSRP. The District has agreed to and acknowledged that the procedures performed are appropriate for their purposes. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

Our report is attached.

We were engaged by the District to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the AICPA. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the District's compliance with the FSRP. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the School Board of Broward County and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the District and is not intended to be and should not be used by anyone other than those specified parties. The restriction is not intended to limit the distribution of this report, which upon acceptance by the City is a matter of public record.




Hollywood, Florida
January 10, 2026

**Appendix A**
**Scope of Services**
**Florida School Recognition Program**
**Accountability Audit**

1. Gain an understanding of the incentive program by reviewing Florida Statutes ("Fla. Stat.") and Florida Administrative Codes ("FAC"), Florida Department of Education ("FDOE") rules, regulations, and guidance, and District policies and procedures.

2. Interview District personnel responsible for administering the program and staff involved in any aspect of the program's operation.

3. Meet with members of the school staff and School Advisory Council ("SAC") to gain an understanding of its roles, responsibilities, activities, policies, and procedures.

4. Review policies and procedures to determine compliance with the FAC and Fla. Stat.

5. Request the bylaws and minutes of the school staff and SAC
    a. Assess whether they were organized in compliance with Fla. Stat Chapter ("Ch.") 1008.,
    b. Verify that all schools have established a SAC in accordance with Fla. Stat. § 1001.452, and
    c. Document and test to determine that SAC operations comply with Fla. Stat. § 1008.36, requirements.

6. Design and perform procedures to establish whether the funds awarded were disbursed in accordance with Fla. Stat. § 1008.36, for disbursements beginning 2023 through 2025 (disbursement in arrears, therefore relates to the District's fiscal year 2022 through 2024).
    a. Review eligibility criteria for the program,
    b. Determine whether schools that applied to the program were eligible to participate,
    c. Determine the population of schools that were eligible to participate,
    d. Determine the appropriate sample size and technique to perform requisite testing,
    e. Trace payments from the FDOE to confirm schools disbursed funds in accordance with Fla. Stat. § 1008.36, and
    f. Evaluate controls in place to determine adequacy and effectiveness.

7. Review the District's School Recognition Program, including Instructional and Administrator Evaluation Systems and reports, to assess if goals and objectives are being met.

8. Coordinate an entrance conference with key personnel to kick off the project.

9. Perform an exit conference when fieldwork is completed.

10. Perform additional tasks, as agreed-upon by the parties.

11. Prepare report for review and finalization with management.

12. Perform presentation(s) as requested.

**INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES ON FLORIDA SCHOOL RECOGNITION PROGRAM SCHOOL BOARD OF BROWARD COUNTY OBSERVATIONS, FINDINGS, RECOMMENDATIONS, AND MANAGEMENT RESPONSES**

## Scope and Methodology

The objective of this engagement is to evaluate the District's compliance with FSRP requirements for school years 2022 through 2024. To fulfill scope requirements, we:

- Gained an understanding of the:
  - FSRP,
  - Roles, responsibilities, activities, and policies,
- Documented processes, and
- Designed procedures and performed testing.

### Methodology

S. Davis & Associates, P.A. ("SDA") researched the applicable Florida statutes and administrative codes, and visited the District's website, including the Office of School Performance and Accountability to create a workplan. The workplan and a preliminary list of required documents were distributed to personnel from each of the District's functional areas involved in FSRP. The information relating to personnel and the areas involved in the program was coordinated through the Office of the Chief Auditor.

An entrance conference was conducted to discuss the engagement, workplan, and matters related to the FSRP. Interviews were scheduled and conducted to obtain process narratives and collect data from personnel representing each area. The areas covered were School Improvement, Talent Management, Human Resources Support, and Budget. We also worked with charter schools because they are also eligible for A+ funds and are a part of the District.

A list of eligible schools was requested from the District to determine the population from which to select a sample for testing. We experienced an item of concern when attempting to identify eligible schools. District personnel indicated that eligible schools are the ones identified in the award letter from FDOE. SDA had follow-up discussions about eligibility based on our understanding of the research conducted.

We contacted the FDOE for clarification and obtained the list for each year. The eligibility list from the FDOE reports schools in four (4) categories, (1) Elementary, (2) Middle, (3) High, and (4) Combination. We continued communicating and coordinating with the FDOE to obtain school data, grades, and other information during the engagement.

Based on the analysis of the FDOE data, our initial focus was on schools run by the District or "traditional schools". After some discussion with the FDOE, it was noted that charter schools are public schools within the jurisdiction of and sponsored by the district according to Fla. Stat. § 1002.33(5). As a result, the population, from which the sample was selected, included both traditional and charter schools. We updated our procedures based on this information.

**INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES ON FLORIDA SCHOOL RECOGNITION PROGRAM SCHOOL BOARD OF BROWARD COUNTY OBSERVATIONS, FINDINGS, RECOMMENDATIONS, AND MANAGEMENT RESPONSES**

Testing consisted of following two (2) components:

1. Compliance, and
2. Disbursement.

*See tables 1.1, 1.2, and 1.3 for the list of schools selected for testing.*

**Table 1.1 Schools Selected for the 2022 School Year**

| Schools Selected for Testing School Year 2022 | | | |
|---|---|---|---|
| **School Number** | **School Name** | **School Type** | **Charter School (Y/N)** |
| 0831 | LAKE FOREST ELEMENTARY SCHOOL | 01 | NO |
| 1971 | JAMES S. HUNT ELEMENTARY SCHOOL | 01 | NO |
| 1271 | NOVA DWIGHT D. EISENHOWER ELEMENTARY SCHOOL | 01 | NO |
| 5051 | PEMBROKE PINES CHARTER ELEMENTARY SCHOOL | 01 | YES |
| 0721 | DRIFTWOOD ELEMENTARY SCHOOL | 01 | NO |
| 5001 | BEN GAMLA CHARTER SCHOOL NORTH CAMPUS | 01 | YES |
| 5164 | ATLANTIC MONTESSORI CHARTER SCHOOL WEST CAMPUS | 01 | YES |
| 5388 | SOMERSET ACADEMY POMPANO (K-5) | 01 | YES |
| 3491 | SILVER PALMS ELEMENTARY SCHOOL | 01 | NO |
| 0121 | HOLLYWOOD CENTRAL ELEMENTARY SCHOOL | 01 | NO |
| 0321 | WALKER ELEMENTARY SCHOOL | 01 | NO |
| 5400 | SUNSHINE ELEMENTARY CHARTER SCHOOL | 01 | YES |
| 5392 | BEN GAMLA CHARTER SCHOOL SOUTH BROWARD | 01 | YES |
| 1131 | PALMVIEW ELEMENTARY SCHOOL | 01 | NO |
| 3471 | INDIAN RIDGE MIDDLE SCHOOL | 02 | NO |
| 2021 | GLADES MIDDLE SCHOOL | 02 | NO |
| 5014 | RENAISSANCE CHARTER MIDDLE SCHOOL AT PINES | 02 | YES |
| 0343 | ATTUCKS MIDDLE SCHOOL | 02 | NO |
| 3623 | CYPRESS BAY HIGH SCHOOL | 03 | NO |
| 1661 | HOLLYWOOD HILLS HIGH SCHOOL | 03 | NO |
| 1901 | PIPER HIGH SCHOOL | 03 | NO |
| 1451 | PLANTATION HIGH SCHOOL | 03 | NO |
| 5041 | CENTRAL CHARTER SCHOOL | 04 | YES |
| 5003 | SOMERSET PREPARATORY ACADEMY CHARTER SCHOOL AT NORTH LAUDERDALE | 04 | YES |
| 7004 | BROWARD VIRTUAL FRANCHISE | 04 | NO |
| | **Legend - School Types:**<br>01=Elementary<br>02=Middle<br>03=High<br>04=Combination | | |

# INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES ON FLORIDA SCHOOL RECOGNITION PROGRAM SCHOOL BOARD OF BROWARD COUNTY OBSERVATIONS, FINDINGS, RECOMMENDATIONS, AND MANAGEMENT RESPONSES

**Table 1.2 – Schools Selected for the 2023 School Year**

| Schools Selected for Testing School Year 2023 | | | |
|---|---|---|---|
| **School Number** | **School Name** | **School Type** | **Charter School (Y/N)** |
| 0111 | HOLLYWOOD HILLS ELEMENTARY SCHOOL | 01 | NO |
| 3081 | SILVER RIDGE ELEMENTARY SCHOOL | 01 | NO |
| 5161 | NORTH BROWARD ACADEMY OF EXCELLENCE | 01 | YES |
| 3441 | EAGLE RIDGE ELEMENTARY SCHOOL | 01 | NO |
| 5031 | CHARTER SCHOOL OF EXCELLENCE | 01 | YES |
| 2621 | TAMARAC ELEMENTARY SCHOOL | 01 | NO |
| 0231 | COLBERT ELEMENTARY SCHOOL | 01 | NO |
| 1091 | LLOYD ESTATES ELEMENTARY SCHOOL | 01 | NO |
| 0721 | DRIFTWOOD ELEMENTARY SCHOOL | 01 | NO |
| 0461 | OAKRIDGE ELEMENTARY SCHOOL | 01 | NO |
| 3491 | SILVER PALMS ELEMENTARY SCHOOL | 01 | NO |
| 3591 | LAKESIDE ELEMENTARY SCHOOL | 01 | NO |
| 5271 | CHARTER SCHOOL OF EXCELLENCE AT DAVIE | 01 | YES |
| 1811 | SHERIDAN HILLS ELEMENTARY SCHOOL | 01 | NO |
| 5852 | NEW LIFE CHARTER ACADEMY | 01 | YES |
| 0551 | PLANTATION MIDDLE SCHOOL | 02 | NO |
| 2021 | GLADES MIDDLE SCHOOL | 02 | NO |
| 2571 | PIONEER MIDDLE SCHOOL | 02 | NO |
| 3871 | WESTGLADES MIDDLE SCHOOL | 02 | NO |
| 1051 | SHERIDAN TECHNICAL COLLEGE | 03 | NO |
| 0241 | MCARTHUR HIGH SCHOOL | 03 | NO |
| 1681 | COCONUT CREEK HIGH SCHOOL | 03 | NO |
| 5355 | EAGLES NEST CHARTER ACADEMY | 04 | YES |
| 5049 | RENAISSANCE CHARTER SCHOOL AT COOPER CITY | 04 | YES |
| 4772 | MILLENNIUM 6-12 COLLEGIATE ACADEMY | 04 | NO |

**Legend for School Types:**
01=Elementary
02=Middle
03=High
04=Combination

**Table 1.3 Schools Selected for the 2024 School Year**

| Schools Selected for Testing<br>School Year 2024 | | | |
|---|---|---|---|
| **School Number** | **School Name** | **School Type** | **Charter School (Y/N)** |
| 3081 | SILVER RIDGE ELEMENTARY SCHOOL | 01 | NO |
| 3091 | WINSTON PARK ELEMENTARY SCHOOL | 01 | NO |
| 1171 | SUNSHINE ELEMENTARY SCHOOL | 01 | NO |
| 2631 | FOREST HILLS ELEMENTARY SCHOOL | 01 | NO |
| 5031 | CHARTER SCHOOL OF EXCELLENCE | 01 | YES |
| 5029 | ATLANTIC MONTESSORI CHARTER SCHOOL | 01 | YES |
| 5391 | SOMERSET ACADEMY EAST PREPARATORY | 01 | YES |
| 0831 | LAKE FOREST ELEMENTARY SCHOOL | 01 | NO |
| 3131 | HAWKES BLUFF ELEMENTARY SCHOOL | 01 | NO |
| 1611 | DR. MARTIN LUTHER KING, JR. MONTESSORI ACADEMY | 01 | NO |
| 5801 | PANACEA PREP CHARTER SCHOOL | 01 | YES |
| 1131 | PALMVIEW ELEMENTARY SCHOOL | 01 | NO |
| 1211 | COOPER CITY ELEMENTARY SCHOOL | 01 | NO |
| 5387 | SOMERSET ACADEMY RIVERSIDE | 01 | YES |
| 5362 | HOLLYWOOD ACADEMY OF ARTS AND SCIENCE MIDDLE SCHOOL | 02 | YES |
| 5022 | BRIDGEPREP ACADEMY OF BROWARD K-8 | 02 | YES |
| 5419 | SOMERSET ACADEMY RIVERSIDE CHARTER MIDDLE SCHOOL | 02 | YES |
| 5371 | NORTH BROWARD ACADEMY OF EXCELLENCE MIDDLE | 02 | YES |
| 0403 | HALLANDALE HIGH SCHOOL | 03 | NO |
| 5006 | SOMERSET PREPARATORY ACADEMY CHARTER HIGH AT NORTH LAUDERDALE | 03 | YES |
| 5142 | FRANKLIN ACADEMY PEMBROKE PINES HIGH SCHOOL | 03 | YES |
| 5221 | SOMERSET ACADEMY CHARTER HIGH | 03 | YES |
| 5052 | WEST BROWARD ACADEMY | 04 | YES |
| 1391 | LAUDERHILL 6-12 | 04 | NO |
| 5038 | BROWARD MATH & SCIENCE SCHOOLS | 04 | YES |
| | **Legend for School Types:**<br>01=Elementary<br>02=Middle<br>03=High<br>04=Combination | | |

**INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES ON FLORIDA SCHOOL RECOGNITION PROGRAM SCHOOL BOARD OF BROWARD COUNTY OBSERVATIONS, FINDINGS, RECOMMENDATIONS, AND MANAGEMENT RESPONSES**

## Observations, Findings, and Recommendations

### The Program

The FSRP provides public recognition and financial awards to schools that have sustained high student performance or schools that demonstrate substantial improvement in student performance. The program was created by the Florida Legislature in 1997, and funds were first appropriated for awards in 1998. The A+ Plan for Education standardized program criteria and awards in 1999. The program is authorized by Fla. Stat. § 1008.36.

### Rules, Regulations, Policies and Procedures:

- Fla. Stat. § 1008.36 – Florida School Recognition Program: establishes the FSRP and requirements for staff and SAC decision-making.
- Fla. Stat. § 1008.34 – School Grading System, School Report Cards, District Grade: defines the statewide school grading system, outlining the calculation of school grades and performance indicators used to determine eligibility for recognition awards.
- Fla. Stat. § 1001.452 – District SACs establish the structure, membership, and responsibilities of SAC.
- Fla. Stat.§1002.33 – Charter Schools:
  - Section (5) Sponsor Duties: outlines the district's responsibility to monitor charter schools' academic progress, operations, and financial activity.
  - Section (9) School Requirement: outlines the core operational, financial, governance, and accountability requirements.
  - Section (17) Funding: establishes requirements for funding distribution and financial reporting.
- District Policy 1403 – School Accountability and Improvement: provides District-specific requirements for SAC operations, school improvement processes, and documentation standards.

Discussion

Statutory framework

Fla. Stat. § 1008.36, established the FSRP as a performance incentive program designed to financially reward outstanding faculty and staff in highly productive schools.

Eligibility (General):

All public schools, including charter schools that receive a grade pursuant to Fla. Stat. § 1009.34 are eligible to participate in the program.

**INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES ON FLORIDA SCHOOL RECOGNITION PROGRAM SCHOOL BOARD OF BROWARD COUNTY OBSERVATIONS, FINDINGS, RECOMMENDATIONS, AND MANAGEMENT RESPONSES**

Eligibility (Award):
Eligibility for an award is based solely on meeting the program criteria:

- Schools that sustain high performance by receiving a school grade of "A", or
- Schools that demonstrate exemplary improvement due to innovation and effort by improving at least one letter grade or by improving more than one letter grade and sustaining the improvement the following school year, or
- Schools designated as alternative or Exceptional Student Education ("ESE") center schools that receive a school improvement rating of "Commendable" or improve at least one level.

Permitted uses:

- Non-recurring bonuses for faculty and staff,
- Non-recurring educational equipment or materials, or
- Temporary personnel to support student performance.

Decision-Making Body (SAC)
The district's board shall establish an advisory council for each school in the district and shall develop procedures for the election and appointment of advisory council members. Additional requirements include:

- Every school in the district must have a SAC. Each SAC must include the words "School Advisory Council" in its name and serve as the sole body responsible for final decision-making at the school level regarding the implementation of sections Fla. Stat. §§ 1001.42(18) and 1008.345, which relate to school improvement and accountability.
- SAC membership must be structured so that the majority of its members are not employed by the district, ensuring balanced representation.
- The SAC must include the principal and a proportionate mix of teachers, education support employees, students, parents, and business or community members.
- Membership must reflect the school's ethnic, racial, and economic diversity.
- Teachers, staff, students, and parents must elect their representatives from within their respective peer groups.

Decision-Making Requirements – Charter Schools
According to Fla. Stat. § 1008.36, the use of these financial awards must be determined jointly by the school's staff and its SAC. Charter schools are not required to have a SAC. Schools that do not have a formal SAC, the following rules apply:

- Substitute Body - If a charter school does not have a SAC, the school's governing body (Board of Directors) must participate in the council's place.
- Joint Agreement - The final plan for spending the funds must still be agreed upon jointly by the governing body and the school staff.

State Award Process

School grades are calculated each year by the FDOE, Bureau of Accountability Reporting, to measure student performance and progress. Grades are based on statewide standardized assessments and other academic indicators in accordance with Fla. Stat. § 1008.34, and Rule 6A-1.09981, FAC.

District Submittal Process

To support this process, the District submits certified student data to FDOE throughout the year in the form of surveys. There are five (5) surveys:

1) July,
2) October,
3) February,
4) June, and
5) October in the subsequent school year.

These submissions include demographics, enrollment, test results, and other required records. The District Data Intelligence Department manages the state processing windows, while the District Educational Assessment, Analysis & Research ("EAAR") Department performs additional corrections during the Student Data Updates period in May. Final submissions are certified by the District's Accountability Officer of EAAR. Data collection is managed through the district's student information system, FOCUS, to gather and maintain demographic records, and integrates third-party assessment results such as Florida Assessment of Student Thinking ("FAST"), end-of-course exams, Scholastic Assessment Test ("SAT"), American College Test ("ACT"), and i-Ready.

School Administration

The school administration is responsible for implementing the approved fund proposal and following established District procedures for purchasing, hiring, and issuing one-time bonuses. Each school must submit all required documentation related to FSRP through the SAC Upload Center and notify the School Improvement Department via email upon completion.

Additionally, per discussion with FDOE, unused FSRP dollars may be carried over into the following fiscal year if not fully expended. However, carryover used in the future must be expended only for purposes approved by SAC in compliance with the FSRP. See Table 2 for carried-forward information. EXHIBITS 4.1, 4.2, and 4.3 identify carryforwards by school. The exhibits combine other programs so the cumulative for each, including FSRP, cannot be determined from the presentation.

**Table 2 FSRP Carry Forward for School Years 2022 to 2024**

| | Disbursed in 2023 | 2024 | 2025 | |
|---|---|---|---|---|
| Description | School Year Ended June 30, 2022 | School Year Ended June 30, 2023 | School Year Ended June 30, 2024 | Total |
| Disbursed | $ 22,256,862 | $ 16,360,012 | $ 22,324,542 | $ 60,941,416 |
| Unspent | $ 1,278,133 | $ 1,613,436 | $ 1,666,477 | $ 4,558,046 |

*Unspent amounts remain in each school's account.*

School Improvement

The School Improvement Department ("Department") oversees K–12 school performance across the district and is responsible for reviewing FSRP documentation for compliance with District policies. The Department supports schools and SACs by providing:

- Targeted training sessions ("Mini-Labs") for SAC members including chairs, secretaries, administrators, and board composition representatives on council responsibilities and procedures.
- Informal Q&A sessions ("Open Labs") for staff and stakeholders to address questions related to school improvement processes and district requirements.
- Guidance and monitoring to ensure compliance with FSRP procedures and documentation standards.
- Collaborate with the Budget Office to confirm the actual award amounts for each eligible school and notifies them of their award amount.

District Budget Office responsibilities

For traditional schools, the District's Budget Office is responsible for importing the FDOE award files received via email or downloaded from the FDOE website. The Budget Office:

- Records the total award amount expected for traditional schools. Deducts a fringe benefit district reserve amount.
    - *Bonus or supplemental payments are subject to employer's share (mandatory) of payroll costs (fringes). Included are social Security and Medicare - Federal Insurance Contributions Act (FICA), Worker's Compensation, and Florida Retirement System (FRS) contributions. If not paid from this source (A+), the District would have to fund these mandatory employer payroll expenses from a different source.
- Notifies the schools of the funding award amount and allowable uses.
- Records carryforward - any unused funds at year end.
- Both traditional and charter schools are subject to Default Distribution. If the staff and the SAC or governing body, (acting as the SAC), cannot reach an agreement by February 1, the award must be distributed equally as bonuses to all classroom teachers currently teaching at the school.

**INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES ON FLORIDA SCHOOL RECOGNITION PROGRAM SCHOOL BOARD OF BROWARD COUNTY OBSERVATIONS, FINDINGS, RECOMMENDATIONS, AND MANAGEMENT RESPONSES**

School's SAC responsibilities

- Each school, through its SAC, conducts a formal ballot process to determine how the FSRP award funds are to be used.
- The SAC is required to:
    - Create and approve written ballot proposals, ensuring that each ballot includes at least one spending option and a "None of the above" selection.
    - Present the approved ballot proposals to staff for review at least three (3) business days prior to the scheduled vote.
    - Conduct a staff vote by secret ballot, ensuring that each proposal is approved by a majority (51%) vote to pass.

District responsibilities

For charter schools, Fla. Stat. § 1002.33(17)(e) requires release of funds within ten (10) business days of District's receipt. Once the award amounts are received, the Budget Office notifies the charter schools of funding. The Budget prepares an Excel upload file and submits it to the Finance and Accounting Reporting department to process A+ fund distributions to charter schools via Electronic Funds Transfer ("EFT"). An email is then sent to each charter school by the Budget Office and the Charter Schools Management/Support Department, notifying them of the funds disbursed. The email includes the award amount and guidance on the appropriate use of funds in accordance with Fla. Stat. § 1008.36.

Charter School Administration

Charter schools are not explicitly required to establish a SAC; however, they must maintain a governing body that keeps the school's compliance with Fla. Stat. § 1008.36. Per Fla. Stat. §§ 1002.33(9)(i) and 1002.33(9)(j)1b, "The governing body of the charter school shall exercise continuing oversight over charter school operations" and "promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices."

In our discussions with the District's Charter Schools Management/Support Department, it was noted that charter schools are not required to submit FSRP compliance documentation to the district; however, they must maintain detailed records at the school site to support compliance, for audit purposes, and the annual expenditure survey submitted to the District for FDOE reporting, which is consistent with the Florida Statutes.

**INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES ON FLORIDA SCHOOL RECOGNITION PROGRAM SCHOOL BOARD OF BROWARD COUNTY OBSERVATIONS, FINDINGS, RECOMMENDATIONS, AND MANAGEMENT RESPONSES**

## Results of Testing

### Traditional Schools

Compliance Testing

We performed procedures to determine whether schools:

1. Formed a SAC and adopted procedures for membership.
2. Contained "School Advisory Council" in their council's name.
3. Operated as the sole decision-making body for implementing Fla. Stat. §§ 1001.42(18) and 1008.345.
4. Ensured the SAC Chair signed the school budget prior to submitting it to the District.
5. Refrained from exercising powers reserved by law to the district's school board.
6. SAC composition met statutory requirements (principal, teachers, parents, students, staff, and community/business representatives).
7. Membership was elected by peer-required group.
8. School Board annually approved SAC composition in minutes and online records.
9. Maintained the required meeting documentation.
10. Provided proper notice, discussion, and approval of funding votes.
11. Submitted SAC documents to the Area Office.
12. SAC bylaws addressed quorum, advance notice, member replacement, meeting access, and record-keeping.

Findings:
None.

Recommendations:
None.

Management Responses:
None.

**INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES ON FLORIDA SCHOOL RECOGNITION PROGRAM SCHOOL BOARD OF BROWARD COUNTY OBSERVATIONS, FINDINGS, RECOMMENDATIONS, AND MANAGEMENT RESPONSES**

Disbursement Testing

We performed disbursement testing by:

1. Tracing fund disbursement from FDOE,
2. Determining whether remittances to charter schools were timely,
3. Reviewing budget allocations to each traditional school, and
4. Confirming that expenditures were in accordance with the budget for allowable expenditures.

Findings:

None.

Recommendations:

None.

Management Responses:

None.

**INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES ON FLORIDA SCHOOL RECOGNITION PROGRAM SCHOOL BOARD OF BROWARD COUNTY OBSERVATIONS, FINDINGS, RECOMMENDATIONS, AND MANAGEMENT RESPONSES**

## Charter Schools

Compliance Testing

SDA reviewed charter schools' bylaws and other pertinent documents for A+ Funds requirements with the understanding that charter schools are not required to have SACs.

Meeting Documents:

- Meeting agendas
- Meeting minutes
- Sign-in sheets for members and guests
- Copy of the approved ballot
- Meeting advertisement with agenda

Voting Documents:

- Written advertisement to staff announcing the vote
- Ballot used for staff voting
- Staff sign-in sheets
- Voting results

Findings:

Testing of FSRP records identified instances where required documentation from the charter schools to support the program process was incomplete or missing. Missing items commonly included agendas, minutes, attendance sheets, flyers announcing the vote, ballots, staff sign-in sheets, and final voting results for meetings.

1. Fiscal Year 2022 - There were fourteen (14) instances of incomplete documentation.
    - Atlantic Montessori Charter School West Campus (#5164) and Somerset Academy Pompano (K-5) (#5388) were missing documentation, including minutes, agendas, 3-day meeting notice, staff input, and evidence of an approval ballot and formal vote.
    - Central Charter School (#5041) were missing documentation, including minutes and sheet-in sheet.

2. Fiscal Year 2024 - There were eleven (11) exceptions of missing documentation.
    - Atlantic Montessori Charter School (#5029) was missing required documentation, including ballots, meeting, 3-day notice, sign-in sheets, or evidence of staff input.
    - Broward Math & Science Schools (#5038) did not provide complete documentation. We worked with the school to obtain appropriate documentation, however after three (3) attempts, the information submitted was not sufficient to determine compliance.

Recommendations:
Charter schools should strengthen oversight and monitoring of the FSRP documentation process to ensure that required records, such as meeting agendas, minutes, sign-in sheets, ballots, and voting results, are completed, retained, and readily available for review. Implementing an internal checklist could help each school maintain complete documentation supporting the A+ Funds decision-making process in accordance with program requirements.

Management Response:
*Atlantic Montessori Charter School (#5029 & #5164)*
These events occurred prior to my tenure as Executive Director. However, since assuming the role, I have implemented corrective procedures to ensure full compliance moving forward. Beginning with the 2025–2026 school year: 1. The A+ Recognition Fund process will include formal staff voting with documented agendas, minutes, ballots, and tally sheets. 2. Both physical and electronic records will be securely retained and backed up at both campuses. 3. All Governing Board agendas will clearly reflect the A+ Fund voting process, and board minutes will document all related actions and approvals. These measures are designed to ensure that future FSRP documentation meets and exceeds compliance expectations." (EXHIBIT 5).

*Somerset Academy Pompano (K-5) School (#5388)*
I was appointed principal of Somerset Academy Pompano effective July 1, 2024. I was not the principal during the FY22 School Recognition Fund distribution, which took place in the spring of 2023. Since receiving the request for documentation on July 10, 2025, I have made every effort to locate documentation related to the process followed at that time. However, the only records I have been able to locate are the disbursement records showing the award amounts paid to eligible staff. While our current School Recognition Distribution Plan outlines a collaborative process involving staff input and a formal vote, I am unaware of the process followed during the FY22 distribution due to the lack of available documentation. Going forward, we are committed to maintaining clear records and adhering fully to the outlined procedures." (EXHIBIT 6).

*Central Charter School (#5041)*
The letter addressing the issue and cause is presented in EXHIBIT 8.

*Broward Math & Science Schools (#5038)*
The letter addressing the issue, cause, and corrective action is presented in EXHIBIT 7.

**INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES ON FLORIDA SCHOOL RECOGNITION PROGRAM SCHOOL BOARD OF BROWARD COUNTY OBSERVATIONS, FINDINGS, RECOMMENDATIONS, AND MANAGEMENT RESPONSES**

Disbursement Testing

Testing procedures included:

- Tracing the transfer and receipt of award funds to each charter school within ten (10) business days.
- Verifying that funds were used in accordance with the decision made by school staff and the SAC.
- Confirming that expenditures were for allowable purposes only.

Findings:

Testing of charter schools for fiscal years 2022–2024 revealed instances where required documentation to support the A+ Funds decision-making process was missing or incomplete, as required by Fla. Stat. § 1008.36(4)(b).

Fiscal Year 2022 - Atlantic Montessori Charter School West Campus (#5164), and Somerset Academy Pompano (K-5) (#5388).

Fiscal Year 2024 - Broward Math & Science Schools (#5038) and Atlantic Montessori Charter School (#5029).

Noted schools lacked documentation supporting the process used to determine fund distribution. Consequently, we could not verify whether distributions for allowable expenses were made in compliance with school approval requirements.

Recommendations:

Charter schools should maintain complete and accurate documentation supporting the A+ Funds decision-making process, including evidence of approved allocations and corresponding expenditures.

Management Response:

*Atlantic Montessori Charter School (#5029) and Atlantic Montessori Charter School West Campus (#5164):*

These events occurred prior to my tenure as Executive Director. However, since assuming the role, I have implemented corrective procedures to ensure full compliance moving forward. Beginning with the 2025–2026 school year: 1. The A+ Recognition Fund process will include formal staff voting with documented agendas, minutes, ballots, and tally sheets. 2. Both physical and electronic records will be securely retained and backed up at both campuses. 3. All Governing Board agendas will clearly reflect the A+ Fund voting process, and board minutes will document all related actions and approvals. These measures are designed to ensure that future FSRP documentation meets and exceeds compliance expectations.

**INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES ON FLORIDA SCHOOL RECOGNITION PROGRAM SCHOOL BOARD OF BROWARD COUNTY OBSERVATIONS, FINDINGS, RECOMMENDATIONS, AND MANAGEMENT RESPONSES**

*Somerset Academy Pompano (K-5) School (#5388)*

I was appointed principal of Somerset Academy Pompano effective July 1, 2024. I was not the principal during the FY22 School Recognition Fund distribution, which took place in the spring of 2023. Since receiving the request for documentation on July 10, 2025, I have made every effort to locate documentation related to the process followed at that time. However, the only records I have been able to locate are the disbursement records showing the award amounts paid to eligible staff. While our current School Recognition Distribution Plan outlines a collaborative process involving staff input and a formal vote, I am unaware of the process followed during the FY22 distribution due to the lack of available documentation. Going forward, we are committed to maintaining clear records and adhering fully to the outlined procedures.

*Broward Math & Science Schools (#5038)*

The letter addressing the issue, cause and corrective action is presented in EXHIBIT 7.

**INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES ON FLORIDA SCHOOL RECOGNITION PROGRAM SCHOOL BOARD OF BROWARD COUNTY OBSERVATIONS, FINDINGS, RECOMMENDATIONS, AND MANAGEMENT RESPONSES**

## Additional Observations and Recommendations

During this engagement, we noted certain matters that are noteworthy, or are opportunities for improving controls, or operating efficiency. These observations and recommendations do not affect the report. Management responses are not required but are encouraged.

**Traditional Schools**

Membership SAC

Discussions with the School Improvement Department indicated challenges in meeting all SAC composition requirements. Certain mandated positions remained vacant despite efforts by school principals and School Improvement to fill the required roles.

Central Repository

During the review, key District personnel were cooperative and assisted as requested. However, it took considerable time to identify and coordinate with additional contacts besides those initially identified. Additional contacts were necessary in understanding and documenting the process required for FSRP, as well as obtaining necessary documentation.

District staff explained that the timing for providing documentation was due to the central online repository for SAC compliance documentation being taken offline in August, which coincided with when information was requested for selected traditional schools. Not having access to the repository contributed to delays in retrieving supporting records.

Prior to the release of this report, it is noteworthy to state that the repository was re-established but only data for 2025 was being populated. There was no specific timetable for uploading data for prior school years.

Disbursements

The FDOE normally remits funds by the second quarter of the school year. Based on our understanding of the process, after the Budget Department reconciles the amounts remitted, schools are notified of the funds received. Each school is expected to distribute bonus payments to specified personnel shortly thereafter.

Based on a review of payroll reports, we noted instances in which bonuses were paid in the 3rd Quarter or later after approval to process the bonus was granted. See Tables 3, 4, and 5 below.

**Table 3 - School Year 2022 Traditional Schools Payroll Disbursement Z-Report**

| School Name | Payroll Area | Pay Period | Pay Period Begin Date | Pay Period End Date | Check Date |
|---|---|---|---|---|---|
| Broward Virtual School | AA | 202305 | 02/13/2023 | 02/26/2023 | 03/03/2023 |
| | BB | 202304 | 02/06/2023 | 02/19/2023 | 02/24/2023 |
| | | | | | |
| Cypress Bay High | AA | 202302 | 01/02/2023 | 01/15/2023 | 01/20/2023 |
| | BB | 202301 | 12/26/2022 | 01/08/2023 | 01/13/2023 |
| | | | | | |
| Glades Middle School | AA | 202303 | 01/16/2023 | 01/29/2023 | 02/03/2023 |
| | BB | 202302 | 01/09/2023 | 01/22/2023 | 01/27/2023 |
| | | | | | |
| Lake Forest Elementary | AA | 202303 | 01/16/2023 | 01/29/2023 | 02/03/2023 |
| | BB | 202302 | 01/09/2023 | 01/22/2023 | 01/27/2023 |
| | BB | 202304 | 02/06/2023 | 02/19/2023 | 02/24/2023 |
| | | | | | |
| Nova Dwight D Eisenhower Elementary | AA | 202305 | 02/13/2023 | 02/26/2023 | 03/03/2023 |
| | BB | 202301 | 12/26/2022 | 01/08/2023 | 01/13/2023 |
| | | | | | |
| Palmview Elementary | AA | 202226 | 12/05/2022 | 12/18/2022 | 12/23/2022 |
| | BB | 202225 | 11/28/2022 | 12/11/2022 | 12/16/2022 |
| | | | | | |
| Silver Palms Elementary | AA | 202226 | 12/05/2022 | 12/18/2022 | 12/23/2022 |
| | BB | 202225 | 11/28/2022 | 12/11/2022 | 12/16/2022 |

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**Table 4 - School Year 2023 Traditional Schools Payroll Disbursement Z-Report**

| School Name | Payroll Area | Pay Period | Pay Period Begin Date | Pay Period End Date | Check Date |
|---|---|---|---|---|---|
| Eagle Ridge Elementary | AA | 202409 | 04/08/2024 | 04/21/2024 | 04/26/2024 |
| | BB | 202409 | 04/15/2024 | 04/28/2024 | 05/03/2024 |
| | | | | | |
| Glades Middle School | AA | 202409 | 04/08/2024 | 04/21/2024 | 04/26/2024 |
| | BB | 202408 | 04/01/2024 | 04/14/2024 | 04/19/2024 |
| | | | | | |
| Millennium 6-12 Collegiate | AA | 202409 | 04/08/2024 | 04/21/2024 | 04/26/2024 |
| | BB | 202409 | 04/15/2024 | 04/28/2024 | 05/03/2024 |
| | | | | | |
| Pioneer Middle School | AA | 202409 | 04/08/2024 | 04/21/2024 | 04/26/2024 |
| | BB | 202409 | 04/15/2024 | 04/28/2024 | 05/03/2024 |
| | | | | | |
| Plantation Middle School | AA | 202409 | 04/08/2024 | 04/21/2024 | 04/26/2024 |
| | BB | 202409 | 04/15/2024 | 04/28/2024 | 05/03/2024 |
| | | | | | |
| Sheridan Technical College | AA | 202409 | 04/08/2024 | 04/21/2024 | 04/26/2024 |
| | BB | 202409 | 04/15/2024 | 04/28/2024 | 05/03/2024 |
| | | | | | |
| Sliver Palms Elementary | AA | 202409 | 04/08/2024 | 04/21/2024 | 04/26/2024 |
| | BB | 202409 | 04/15/2024 | 04/28/2024 | 05/03/2024 |
| | | | | | |
| Westglades Middle School | AA | 202409 | 04/08/2024 | 04/21/2024 | 04/26/2024 |
| | BB | 202409 | 04/15/2024 | 04/28/2024 | 05/03/2024 |

**Table 5 - School Year 2024 Traditional Schools Payroll Disbursement Z-Report**

| School Name | Payroll Area | Pay Period | Pay Period Begin Date | Pay Period End Date | Check Date |
|---|---|---|---|---|---|
| Cooper City Elementary | AA | 202506 | 02/24/2025 | 03/09/2025 | 03/14/2025 |
| | BB | 202505 | 02/17/2025 | 03/02/2025 | 03/07/2025 |
| | | | | | |
| Forest Hills Elementary | AA | 202506 | 02/24/2025 | 03/09/2025 | 03/14/2025 |
| | BB | 202505 | 02/17/2025 | 03/02/2025 | 03/07/2025 |
| | | | | | |
| Hawkes Bluff Elementary | AA | 202506 | 02/24/2025 | 03/09/2025 | 03/14/2025 |
| | BB | 202505 | 02/17/2025 | 03/02/2025 | 03/07/2025 |
| | | | | | |
| Lake Forest Elementary | AA | 202506 | 02/24/2025 | 03/09/2025 | 03/14/2025 |
| | BB | 202505 | 02/17/2025 | 03/02/2025 | 03/07/2025 |
| | | | | | |
| Palmview Elementary | AA | 202506 | 02/24/2025 | 03/09/2025 | 03/14/2025 |
| | BB | 202505 | 02/17/2025 | 03/02/2025 | 03/07/2025 |
| | | | | | |
| Silver Ridge Elementary | AA | 202508 | 03/24/2025 | 04/06/2025 | 04/11/2025 |
| | BB | 202509 | 04/14/2025 | 04/27/2025 | 05/02/2025 |

Recommendation:
The district should contemplate populating the recently re-established centralized repository with prior years' data. This will create efficient and timely access to SAC compliance documentation by relevant stakeholders. Discussion with IT, indicated that the updated online repository should improve efficiency of document retrievals for staff.

Per discussion with staff regarding the late disbursement of bonus A+ funds, they indicated that an application ("App") was being developed to monitor payroll processing timelines to better align approved bonus payments with the applicable payroll period. The expeditious implementation of the App will help minimize late distributions of bonuses.

# EXHIBITS

Select Year: 2025 Go

# The 2025 Florida Statutes

Title XLVIII | Chapter 1008 | View Entire Chapter
EARLY LEARNING-20 EDUCATION CODE | ASSESSMENT AND ACCOUNTABILITY

**1008.36 Florida School Recognition Program.—**

(1) The Legislature finds that there is a need for a performance incentive program for outstanding faculty and staff in highly productive schools. The Legislature further finds that performance-based incentives are commonplace in the private sector and should be infused into the public sector as a reward for productivity.

(2) The Florida School Recognition Program is created to provide financial awards to public schools that:

(a) Sustain high performance by receiving a school grade of "A," making excellent progress; or

(b) Demonstrate exemplary improvement due to innovation and effort by improving at least one letter grade or by improving more than one letter grade and sustaining the improvement the following school year.

(3) All public schools, including charter schools, that receive a school grade pursuant to s. 1008.34 are eligible to participate in the program.

(4) All selected schools shall receive financial awards depending on the availability of funds appropriated and the number and size of schools selected to receive an award. Funds must be distributed to the school's fiscal agent and placed in the school's account and must be used for purposes listed in subsection (5) as determined jointly by the school's staff and school advisory council. If school staff and the school advisory council cannot reach agreement by February 1, the awards must be equally distributed to all classroom teachers currently teaching in the school. If a school selected to receive a school recognition award is no longer in existence at the time the award is paid, the district school superintendent shall distribute the funds to teachers who taught at the school in the previous year in the form of a bonus.

(5) School recognition awards must be used for the following:

(a) Nonrecurring bonuses to the faculty and staff;

(b) Nonrecurring expenditures for educational equipment or materials to assist in maintaining and improving student performance; or

(c) Temporary personnel for the school to assist in maintaining and improving student performance.

Notwithstanding statutory provisions to the contrary, incentive awards are not subject to collective bargaining.

**History.**—s. 381, ch. 2002-387; s. 24, ch. 2008-235; s. 13, ch. 2010-22; ss. 11, 12, ch. 2022-157.

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Select Year: 2024 Go

# The 2024 Florida Statutes

Title XLVIII EARLY LEARNING-20 EDUCATION CODE | Chapter 1001 EARLY LEARNING-20 GOVERNANCE | View Entire Chapter

**1001.452 District and school advisory councils.—**

(1) ESTABLISHMENT.—

(a) The district school board shall establish an advisory council for each school in the district and shall develop procedures for the election and appointment of advisory council members. Each school advisory council shall include in its name the words "school advisory council." The school advisory council shall be the sole body responsible for final decisionmaking at the school relating to implementation of ss. 1001.42(18) and 1008.345. A majority of the members of each school advisory council must be persons who are not employed by the school district. Each advisory council shall be composed of the principal and an appropriately balanced number of teachers, education support employees, students, parents, and other business and community citizens who are representative of the ethnic, racial, and economic community served by the school. Career center and high school advisory councils shall include students, and middle and junior high school advisory councils may include students. School advisory councils of career centers and adult education centers are not required to include parents as members. Council members representing teachers, education support employees, students, and parents shall be elected by their respective peer groups at the school in a fair and equitable manner as follows:

1. Teachers shall be elected by teachers.
2. Education support employees shall be elected by education support employees.
3. Students shall be elected by students.
4. Parents shall be elected by parents.

The district school board shall establish procedures to be used by schools in selecting business and community members that include means of ensuring wide notice of vacancies and of taking input on possible members from local business, chambers of commerce, community and civic organizations and groups, and the public at large. The district school board shall review the membership composition of each advisory council. If the district school board determines that the membership elected by the school is not representative of the ethnic, racial, and economic community served by the school, the district school board shall appoint additional members to achieve proper representation. The commissioner shall determine if schools have maximized their efforts to include on their advisory councils minority persons and persons of lower socioeconomic status. Although schools are strongly encouraged to establish school advisory councils, the district school board of any school district that has a student population of 10,000 or fewer may establish a district advisory council which includes at least one duly elected teacher from each school in the district. For the purposes of school advisory councils and district advisory councils, the term "teacher" includes classroom teachers, certified student services personnel, and media specialists. For purposes of this paragraph, "education support employee" means any person employed by a school who is not defined as instructional or administrative personnel pursuant to s. 1012.01 and whose duties require 20 or more hours in each normal working week.

(b) The district school board may establish a district advisory council representative of the district and composed of teachers, students, parents, and other citizens or a district advisory council that may be comprised of representatives of each school advisory council. Recognized schoolwide support groups that meet all criteria established by law or rule may function as school advisory councils.

(c) For those schools operating for the purpose of providing educational services to youth in Department of Juvenile Justice programs, district school boards may establish a district advisory council with appropriate representatives for the purpose of developing and monitoring a district school improvement plan that encompasses all such schools in the district, pursuant to s. 1001.42(18)(a).

(d) Each school advisory council shall adopt bylaws establishing procedures for:

1. Requiring a quorum to be present before a vote may be taken by the school advisory council. A majority of the membership of the council constitutes a quorum.

2. Requiring at least 3 days' advance notice in writing to all members of the advisory council of any matter that is scheduled to come before the council for a vote.

3. Scheduling meetings when parents, students, teachers, businesspersons, and members of the community can attend.

4. Replacing any member who has two unexcused consecutive absences from a school advisory council meeting that is noticed according to the procedures in the bylaws.

5. Recording minutes of meetings.

The district school board may review all proposed bylaws of a school advisory council and shall maintain a record of minutes of council meetings.

(2) DUTIES.—Each advisory council shall perform functions prescribed by regulations of the district school board; however, no advisory council shall have any of the powers and duties now reserved by law to the district school board. Each school advisory council shall assist in the preparation and evaluation of the school improvement plan required pursuant to s. 1001.42(18). With technical assistance from the Department of Education, each school advisory council shall assist in the preparation of the school's annual budget and plan as required by s. 1008.385(1). A portion of funds provided in the annual General Appropriations Act for use by school advisory councils must be used for implementing the school improvement plan.

**History.**—s. 1, ch. 2002-49; s. 59, ch. 2002-387; s. 73, ch. 2004-357; s. 10, ch. 2008-108; s. 5, ch. 2008-235.

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Select Year: 2025 Go

# The 2025 Florida Statutes

Title XLVIII EARLY LEARNING-20 EDUCATION CODE | Chapter 1008 ASSESSMENT AND ACCOUNTABILITY | View Entire Chapter

**1008.34 School grading system; school report cards; district grade.**—

(1) DEFINITIONS.—For purposes of the statewide, standardized assessment program and school grading system, the following terms are defined:

(a) "Achievement level," "student achievement," or "achievement" describes the level of content mastery a student has acquired in a particular subject as measured by a statewide, standardized assessment administered pursuant to s. 1008.22(3)(a) and (b). There are five achievement levels. Level 1 is the lowest achievement level, level 5 is the highest achievement level, and level 3 indicates satisfactory performance. A student passes an assessment if the student achieves a level 3, level 4, or level 5. For purposes of the Florida Alternate Assessment administered pursuant to s. 1008.22(3)(d), the state board shall provide, in rule, the number of achievement levels and identify the achievement levels that are considered passing.

(b) "Learning Gains," "annual learning gains," or "student learning gains" means the degree of student learning growth occurring from one school year to the next as required by state board rule for purposes of calculating school grades under this section.

(c) "Student performance," "student academic performance," or "academic performance" includes, but is not limited to, student learning growth, achievement levels, and Learning Gains on statewide, standardized assessments administered pursuant to s. 1008.22.

(2) SCHOOL GRADES.—Schools shall be graded using one of the following grades, defined according to rules of the State Board of Education:

(a) "A," schools making excellent progress.

(b) "B," schools making above average progress.

(c) "C," schools making satisfactory progress.

(d) "D," schools making less than satisfactory progress.

(e) "F," schools failing to make adequate progress.

Each school that earns a grade of "A" or improves at least two letter grades may have greater authority over the allocation of the school's total budget generated from the FEFP, state categoricals, lottery funds, grants, and local funds.

(3) DESIGNATION OF SCHOOL GRADES.—

(a) Each school must assess at least 95 percent of its eligible students, except as provided under s. 1008.341 for alternative schools. Each school shall receive a school grade based on the school's performance on the components listed in subparagraphs (b)1. and 2. If a school does not have at least 10 students with complete data for one or more of the components listed in subparagraphs (b)1. and 2., those components may not be used in calculating the school's grade.

1. An alternative school may choose to receive a school grade under this section or a school improvement rating under s. 1008.341. For charter schools that meet the definition of an alternative school pursuant to State Board of Education rule, the decision to receive a school grade is the decision of the charter school governing board.

2. A school that serves any combination of students in kindergarten through grade 3 that does not receive a school grade because its students are not tested and included in the school grading system shall receive the school grade designation of a K-3 feeder pattern school identified by the Department of Education and verified by the

school district. A school feeder pattern exists if a majority of the students in the school serving a combination of students in kindergarten through grade 3 are scheduled to be assigned to the graded school.

3. If a collocated school does not earn a school grade or school improvement rating for the performance of its students, the student performance data of all schools operating at the same facility must be aggregated to develop a school grade that will be assigned to all schools at that location. A collocated school is a school that has its own unique Master School Identification Number, provides for the education of each of its enrolled students, and operates at the same facility as another school that has its own unique Master School Identification Number and provides for the education of each of its enrolled students.

(b)1. A school's grade shall be based on the following components, each worth 100 points:

a. The percentage of eligible students passing statewide, standardized assessments in English Language Arts under s. 1008.22(3).

b. The percentage of eligible students passing statewide, standardized assessments in mathematics under s. 1008.22(3).

c. The percentage of eligible students passing statewide, standardized assessments in science under s. 1008.22(3).

d. The percentage of eligible students passing statewide, standardized assessments in social studies under s. 1008.22(3).

e. The percentage of eligible students who make Learning Gains in English Language Arts as measured by statewide, standardized assessments administered under s. 1008.22(3).

f. The percentage of eligible students who make Learning Gains in mathematics as measured by statewide, standardized assessments administered under s. 1008.22(3).

g. The percentage of eligible students in the lowest 25 percent in English Language Arts, as identified by prior year performance on statewide, standardized assessments, who make Learning Gains as measured by statewide, standardized English Language Arts assessments administered under s. 1008.22(3).

h. The percentage of eligible students in the lowest 25 percent in mathematics, as identified by prior year performance on statewide, standardized assessments, who make Learning Gains as measured by statewide, standardized Mathematics assessments administered under s. 1008.22(3).

i. For schools comprised of middle grades 6 through 8 or grades 7 and 8, the percentage of eligible students passing high school level statewide, standardized end-of-course assessments or attaining national industry certifications identified in the CAPE Industry Certification Funding List pursuant to state board rule.

j. For schools comprised of grade levels that include grade 3, the percentage of eligible students who score an achievement level 3 or higher on the grade 3 statewide, standardized English Language Arts assessment administered under s. 1008.22(3).

In calculating Learning Gains for the components listed in sub-subparagraphs e.-h., the State Board of Education shall require that learning growth toward achievement levels 3, 4, and 5 is demonstrated by students who scored below each of those levels in the prior year. In calculating the components in sub-subparagraphs a.-d., the state board shall include the performance of English language learners only if they have been enrolled in a school in the United States for more than 2 years.

2. For a school comprised of grades 9, 10, 11, and 12, or grades 10, 11, and 12, the school's grade shall also be based on the following components, each worth 100 points:

a. The 4-year high school graduation rate of the school as defined by state board rule.

b. The percentage of students who were eligible to earn college and career credit through an assessment identified pursuant to s. 1007.27(2), College Board Advanced Placement examinations, International Baccalaureate examinations, dual enrollment courses, including career dual enrollment courses resulting in the completion of 300 or more clock hours during high school which are approved by the state board as meeting the requirements of s. 1007.271, or Advanced International Certificate of Education examinations; who, at any time during high school, earned national industry certification identified in the CAPE Industry Certification Funding List, pursuant to rules adopted by the state board; or who earned an Armed Services Qualification Test score that falls within Category II

or higher on the Armed Services Vocational Aptitude Battery and earned a minimum of two credits in Junior Reserve Officers' Training Corps courses from the same branch of the United States Armed Forces.

(c)1. The calculation of a school grade shall be based on the percentage of points earned from the components listed in subparagraph (b)1. and, if applicable, subparagraph (b)2. The State Board of Education shall adopt in rule a school grading scale that sets the percentage of points needed to earn each of the school grades listed in subsection (2). There shall be at least five percentage points separating the percentage thresholds needed to earn each of the school grades. The state board shall annually review the percentage of school grades of "A" and "B" for the school year to determine whether to adjust the school grading scale upward for the following school year's school grades. The first adjustment would occur no earlier than the 2023-2024 school year. An adjustment must be made if the percentage of schools earning a grade of "A" or "B" in the current year represents 75 percent or more of all graded schools within a particular school type, which consists of elementary, middle, high, and combination. The adjustment must reset the minimum required percentage of points for each grade of "A," "B," "C," or "D" at the next highest percentage ending in the numeral 5 or 0, whichever is closest to the current percentage. Annual reviews of the percentage of schools earning a grade of "A" or "B" and adjustments to the required points must be suspended when the following grading scale for a specific school type is achieved:

a. Ninety percent or more of the points for a grade of "A."
b. Eighty to eighty-nine percent of the points for a grade of "B."
c. Seventy to seventy-nine percent of the points for a grade of "C."
d. Sixty to sixty-nine percent of the points for a grade of "D."

When the state board adjusts the grading scale upward, the state board must inform the public of the degree of the adjustment and its anticipated impact on school grades. Beginning in the 2024-2025 school year, any changes made by the state board to components in the school grades model or to the school grading scale shall go into effect, at the earliest, in the following school year.

2. The calculation of school grades may not include any provision that would raise or lower the school's grade beyond the percentage of points earned. Extra weight may not be added in the calculation of any components.

(d) The data of students attending alternative schools, students designated as hospital or homebound, and students who transfer to a private school shall be factored into a school grade as follows:

1. The student performance data for eligible students attending alternative schools that provide dropout prevention and academic intervention services pursuant to s. 1003.53 shall be included in the calculation of the home school's grade. The term "eligible students" in this subparagraph does not include students attending an alternative school who are subject to district school board policies for expulsion for repeated or serious offenses, who are in dropout retrieval programs serving students who have officially been designated as dropouts, or who are in programs operated or contracted by the Department of Juvenile Justice. As used in this subparagraph, the term "home school" means the school to which the student would be assigned if the student were not assigned to an alternative school. If an alternative school chooses to be graded under this section, student performance data for eligible students identified in this subparagraph shall not be included in the home school's grade but shall be included only in the calculation of the alternative school's grade. A school district that fails to assign statewide, standardized end-of-course assessment scores of each of its students to his or her home school or to the alternative school that receives a grade shall forfeit Florida School Recognition Program funds for one fiscal year. School districts must require collaboration between the home school and the alternative school in order to promote student success. This collaboration must include an annual discussion between the principal of the alternative school and the principal of each student's home school concerning the most appropriate school assignment of the student.

2. Student performance data for students designated as hospital or homebound shall be assigned to their home school for the purposes of school grades. As used in this subparagraph, the term "home school" means the school to which a student would be assigned if the student were not assigned to a hospital or homebound program.

3. A high school must include a student in its graduation rate if the student transfers from the high school to a private school with which the school district has a contractual relationship.

(4) SCHOOL REPORT CARD.—The Department of Education shall annually develop, in collaboration with the school districts, a school report card to be provided by the school district to parents within the district. The report card shall include the school's grade; student performance in English Language Arts, mathematics, science, and social studies; information regarding school improvement; an explanation of school performance as evaluated by the federal Elementary and Secondary Education Act (ESEA), 20 U.S.C. ss. 6301 et seq.; and indicators of return on investment. Each school's report card shall be published annually by the department on its website based upon the most recent data available.

(5) DISTRICT GRADE.—A school district's grade shall include a district-level calculation of the components under paragraph (3)(b). This calculation methodology captures each eligible student in the district who may have transferred among schools within the district or is enrolled in a school that does not receive a grade. The department shall develop a district report card that includes the district grade; the information required under s. 1008.345(3); measures of the district's progress in closing the achievement gap between higher-performing student subgroups and lower-performing student subgroups; measures of the district's progress in demonstrating Learning Gains of its highest-performing students; measures of the district's success in improving student attendance; the district's grade-level promotion of students scoring achievement levels 1 and 2 on statewide, standardized English Language Arts and Mathematics assessments; and measures of the district's performance in preparing students for the transition from elementary to middle school, middle to high school, and high school to postsecondary institutions and careers.

(6) RULES.—The State Board of Education shall adopt rules under ss. 120.536(1) and 120.54 to administer this section.

(7) TRANSITION.—To assist in the transition to 2022-2023 school grades and district grades calculated based on the comprehensive, end-of-year progress monitoring assessment under s. 1008.25(9), the 2022-2023 school grades and district grades shall serve as an informational baseline for schools and districts to work toward improved performance in future years. Accordingly, notwithstanding any other provision of law:

(a) Due to the absence of learning gains data in the 2022-2023 school year, the initial school grading scale for the 2022-2023 informational baseline grades shall be set so that the percentage of schools that earn an "A," "B," "C," "D," and "F" is statistically equivalent to the 2021-2022 school grades results. When learning gains data becomes available in the 2023-2024 school year, the State Board of Education shall review the school grading scale and determine if the scale should be adjusted.

(b) A school may not be required to select and implement a turnaround option pursuant to s. 1008.33 in the 2023-2024 school year based on the school's 2022-2023 grade. The benefits of s. 1008.33(4)(c), relating to a school being released from implementation of the turnaround option, and s. 1008.33(4)(d), relating to a school implementing strategies identified in its school improvement plan, apply to a school using turnaround options pursuant to s. 1008.33 which improves to a grade of "C" or higher during the 2022-2023 school year.

(c) A school or approved provider under s. 1002.45 which receives the same or lower school grade for the 2022-2023 school year compared to the 2021-2022 school year is not subject to sanctions or penalties that would otherwise occur as a result of the 2022-2023 school grade or rating. A charter school system or school district designated as high performing may not lose the designation based on the 2022-2023 school grades of any of the schools within the charter school system or school district or based on the 2022-2023 district grade, as applicable.

(d) For purposes of determining grade 3 retention pursuant to s. 1008.25(5) and high school graduation pursuant to s. 1003.4282, student performance on the 2022-2023 comprehensive, end-of-year progress monitoring assessment under s. 1008.25(9) shall be linked to 2021-2022 student performance expectations. In addition to the good cause exemptions under s. 1008.25(7), a student may be promoted to grade 4 for the 2023-2024 school year if the student demonstrates an acceptable level of performance through means reasonably calculated by the school district to provide reliable evidence of the student's performance.

This subsection is repealed July 1, 2025.

**History.**—s. 378, ch. 2002-387; s. 46, ch. 2006-74; s. 21, ch. 2008-235; s. 100, ch. 2009-21; s. 3, ch. 2009-222; s. 11, ch. 2010-22; s. 5, ch. 2010-48; s. 55, ch. 2011-4; s. 29, ch. 2011-175; s. 8, ch. 2012-194; s. 36, ch. 2013-27; s. 23, ch. 2013-51; s. 1, ch. 2014-23; s. 117, ch.

2015-2; s. 11, ch. 2015-6; s. 27, ch. 2017-116; s. 1, ch. 2017-171; s. 108, ch. 2018-110; s. 26, ch. 2018-111; s. 1, ch. 2020-74; s. 2, ch. 2020-75; s. 11, ch. 2021-157; s. 14, ch. 2022-16; s. 44, ch. 2022-154; s. 22, ch. 2023-39; s. 28, ch. 2023-108; s. 20, ch. 2024-101; s. 26, ch. 2024-160; s. 108, ch. 2025-6.

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**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**CARRYOVER OF 2021-22 CATEGORICALS TO 2022-23**

REGARDLESS

| School | 2021-22 Adjusted Balance[2] | 12108 School Recognition 55110000 | 12109 Accountability 55110000 | 63064 AICE Cambridge 55110000 | 12201 LD Instructional Materials Lost & Damaged REMIT Period 11 -12 55210000 | TOTAL | 2021-22 Adjusted Balance after REGARDLESS[3] |
|---|---|---|---|---|---|---|---|
| Atlantic West | $ 139,611 | $ - | $ 20,272 | $ - | $ - | $ 20,272 | $ 119,339 |
| Banyan | 68,599 | 632 | 12,518 | - | 62 | 13,212 | 55,387 |
| Bayview | - | - | - | - | - | - | - |
| Bennett | 90,816 | 1,288 | 9,131 | - | - | 10,419 | 80,397 |
| Bethune | 66,521 | 922 | 12,719 | - | - | 13,641 | 52,880 |
| Boulevard Heights | 8,728 | 11,652 | 4,765 | - | - | 16,417 | - |
| Broadview | 41,569 | 1,599 | 2,276 | - | - | 3,875 | 37,694 |
| Broward Estates | 91,799 | 11,337 | 13,938 | - | - | 25,275 | 66,524 |
| BVED Elementary | 99,535 | - | - | - | - | - | 99,535 |
| Castle Hill | 130,053 | 5,954 | 9,106 | - | - | 15,060 | 114,993 |
| Central Park | 86,936 | 992 | 4,943 | - | - | 5,935 | 81,001 |
| Challenger | 26,196 | 448 | 1,664 | - | - | 2,112 | 24,084 |
| Chapel Trail | 28,370 | 1,764 | 57 | - | 84 | 1,905 | 26,465 |
| Coconut Creek | 12,289 | 4 | 2,707 | - | 152 | 2,863 | 9,426 |
| Coconut Palm | 25,563 | 1 | 3,573 | - | - | 3,574 | 21,989 |
| Colbert | 30,327 | 1,388 | 17,350 | - | - | 18,738 | 11,589 |
| Collins | 68,618 | 2,187 | 5,783 | - | - | 7,970 | 60,648 |
| Cooper City | - | 21 | 5,381 | - | - | 5,402 | - |
| Coral Cove | 6,998 | 7,561 | 10,447 | - | - | 18,008 | - |
| Coral Park | 86,948 | 14,808 | 9,612 | - | - | 24,420 | 62,528 |
| Coral Springs | 38,102 | - | 33,520 | - | - | 33,520 | 4,582 |
| Country Hills | 33,283 | - | 10,448 | - | - | 10,448 | 22,835 |
| Country Isles | 97,176 | 76 | 14,486 | - | - | 14,562 | 82,614 |
| Cresthaven | 56,041 | 1,053 | 17,378 | - | - | 18,431 | 37,610 |
| Croissant Park | - | 40 | 5,145 | - | - | 5,185 | - |
| Cypress | 24,785 | 455 | 4,323 | - | 64 | 4,842 | 19,943 |
| Dania | 66,292 | 2,206 | 4,894 | - | - | 7,100 | 59,192 |
| Davie | 51,386 | 11,640 | 26,930 | - | - | 38,570 | 12,816 |
| Deerfield Beach | 59,281 | - | 1,758 | - | - | 1,758 | 57,523 |
| Deerfield Park | 100,595 | 12,690 | 15,791 | - | - | 28,481 | 72,114 |
| Dillard | 99,015 | 7,576 | 7,877 | - | - | 15,453 | 83,562 |
| Discovery | 63,745 | 25,631 | 12,124 | - | - | 37,755 | 25,990 |
| Dolphin Bay | 176,368 | 1,846 | 4,785 | - | - | 6,631 | 169,737 |
| Drew | 35,504 | - | 1,294 | - | 178 | 1,472 | 34,032 |
| Driftwood | 72,762 | 2,210 | 14,685 | - | - | 16,895 | 55,867 |
| Eagle Point | 23,433 | 4,459 | 6,418 | - | - | 10,877 | 12,556 |
| Eagle Ridge | 89,990 | 7,814 | 7,572 | - | - | 15,386 | 74,604 |
| Embassy Creek | 65,898 | 576 | 422 | - | - | 998 | 64,900 |
| Endeavour Prim. Lrng. Ctr. | 50,950 | 715 | 11,655 | - | - | 12,370 | 38,580 |
| Everglades | 75,441 | 2,487 | 5,695 | - | - | 8,182 | 67,259 |
| Fairway | 60,730 | - | 10,792 | - | - | 10,792 | 49,938 |
| Flamingo | 28,280 | 368 | 10,700 | - | - | 11,068 | 17,212 |
| Floranada | 131,558 | 35,360 | 13,187 | - | - | 48,547 | 83,011 |
| Forest Hills | 50,800 | - | 14,581 | - | - | 14,581 | 36,219 |
| Foster | 67,755 | - | 8,495 | - | - | 8,495 | 59,260 |
| Fox Trail | 68,648 | 3,746 | 13,314 | - | - | 17,060 | 51,588 |
| Gator Run | 81,041 | 3,920 | 6,336 | - | - | 10,256 | 70,785 |
| Griffin | 172,072 | 122 | 7,025 | - | - | 7,147 | 164,925 |
| Harbordale | 46,319 | 10 | 30 | - | - | 40 | 46,279 |
| Hawkes Bluff | - | - | 5,327 | - | - | 5,327 | - |
| Heron Heights | 8,597 | 1,089 | 15,261 | - | - | 16,350 | - |
| Hollywood Central | 103,275 | 3,536 | 19,354 | - | - | 22,890 | 80,385 |
| Hollywood Hills | 47,764 | 172 | 16,451 | - | - | 16,623 | 31,141 |
| Hollywood Park | 22,145 | - | 6,172 | - | 72 | 6,244 | 15,901 |
| Horizon | 31,694 | 11 | 7,294 | - | 84 | 7,389 | 24,305 |
| Hunt | 68,865 | 2,279 | 2,407 | - | - | 4,686 | 64,179 |
| Indian Trace | 30,593 | - | 8,163 | - | - | 8,163 | 22,430 |
| Lake Forest | 34,389 | 37 | 8,949 | - | - | 8,986 | 25,403 |
| Lakeside | 77,185 | 1 | 4,313 | - | - | 4,314 | 72,871 |
| Larkdale | 180,319 | 3,805 | 5,303 | - | - | 9,108 | 171,211 |
| Lauderhill | 56,516 | 974 | 10,586 | - | - | 11,560 | 44,956 |
| Liberty | 63,021 | - | 8,047 | - | - | 8,047 | 54,974 |
| Lloyd Estates | 53,994 | 16 | 13,741 | - | - | 13,757 | 40,237 |
| Manatee Bay | 17,763 | 23 | 112 | - | - | 135 | 17,628 |
| Maplewood | 18,701 | - | 1 | - | - | 1 | 18,700 |
| Margate | 64,494 | - | 2,837 | - | - | 2,837 | 61,657 |
| Markham | 102,376 | 8,189 | 5,962 | - | - | 14,151 | 88,225 |
| Martin Luther King | 37,630 | 1,734 | 11,638 | - | - | 13,372 | 24,258 |
| McNab | 14,394 | 1,586 | 1,170 | - | - | 2,756 | 11,638 |
| Meadowbrook | 134,846 | 1,080 | 1,069 | - | - | 2,149 | 132,697 |
| Miramar | 112,547 | 613 | 25,909 | - | - | 26,522 | 86,025 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**CARRYOVER OF 2021-22 CATEGORICALS TO 2022-23**

REGARDLESS

| School | 2021-22 Adjusted Balance[2] | 12108 School Recognition 55110000 | 12109 Accountability 55110000 | 63064 AICE Cambridge 55110000 | 12201 LD Instructional Materials Lost & Damaged REMIT Period 11 -12 55210000 | TOTAL | 2021-22 Adjusted Balance after REGARDLESS[3] |
|---|---|---|---|---|---|---|---|
| Mirror Lake | 116,419 | 5,532 | 8,960 | - | - | 14,492 | 101,927 |
| Morrow | 49,536 | 1,168 | 2,973 | - | - | 4,141 | 45,395 |
| Nob Hill | 51,071 | 6,633 | 2,190 | - | 146 | 8,969 | 42,102 |
| Norcrest | 76,624 | 555 | 6,674 | - | - | 7,229 | 69,395 |
| North Andrews Gardens | 9,723 | 1,139 | 8 | - | - | 1,147 | 8,576 |
| North Fork | 35,127 | 3 | 7,512 | - | - | 7,515 | 27,612 |
| North Side | 61,495 | 56 | 12,319 | - | - | 12,375 | 49,120 |
| North Lauderdale | 34,968 | 12,447 | 9,850 | - | - | 22,297 | 12,671 |
| Nova Blanche Forman | 71,406 | 792 | 1,222 | - | - | 2,014 | 69,392 |
| Nova Eisenhower | 54,601 | 2,959 | 22,429 | - | - | 25,388 | 29,213 |
| Oakland Park | 74,472 | 393 | 6,190 | - | - | 6,583 | 67,889 |
| Oakridge | 64,323 | 9,452 | 3,241 | - | - | 12,693 | 51,630 |
| Orange Brook | 83,662 | 2,124 | 15,095 | - | 357 | 17,576 | 66,086 |
| Oriole | 122,712 | 3,243 | 25,685 | - | - | 28,928 | 93,784 |
| Palm Cove | 72,066 | 5 | 16,123 | - | - | 16,128 | 55,938 |
| Palmview | 77,492 | 6,111 | 12,240 | - | - | 18,351 | 59,141 |
| Panther Run | 61,115 | 273 | 5,742 | - | - | 6,015 | 55,100 |
| Park Lakes | 32,790 | 8,654 | 14,088 | - | - | 22,742 | 10,048 |
| Park Ridge | 26,308 | 259 | 3,677 | - | - | 3,936 | 22,372 |
| Park Springs | 70,831 | 3,640 | 12,001 | - | - | 15,641 | 55,190 |
| Park Trails | 48,224 | 636 | 13,324 | - | - | 13,960 | 34,264 |
| Parkside | 102,003 | 1,458 | 24,998 | - | - | 26,456 | 75,547 |
| Pasadena Lakes | 1,339 | 1 | 15,278 | - | - | 15,279 | - |
| Pembroke Lakes | 20,258 | - | 17,545 | - | 23 | 17,568 | 2,690 |
| Pembroke Pines | 53,286 | 6,511 | 6,943 | - | - | 13,454 | 39,832 |
| Peters | 61,471 | 764 | 12,596 | - | - | 13,360 | 48,111 |
| Pines Lakes | 17,009 | 649 | 10,594 | - | - | 11,243 | 5,766 |
| Pinewood | 5,333 | 3,340 | 12,642 | - | - | 15,982 | - |
| Plantation | 73,063 | 5,797 | 6,246 | - | - | 12,043 | 61,020 |
| Plantation Park | 39,072 | 61 | 9,528 | - | - | 9,589 | 29,483 |
| Pompano Beach | 42,669 | 613 | 1,099 | - | - | 1,712 | 40,957 |
| Quiet Waters | 124,291 | 1,504 | 25,594 | - | - | 27,098 | 97,193 |
| Ramblewood | 28,137 | 353 | 19,212 | - | 33 | 19,598 | 8,539 |
| Riverglades | 64,711 | 1,441 | 20,442 | - | - | 21,883 | 42,828 |
| Riverland | 23,039 | - | 3,414 | - | - | 3,414 | 19,625 |
| Riverside | 43,421 | - | 5,780 | - | - | 5,780 | 37,641 |
| Rock Island | 40,834 | 1,420 | 11,225 | - | 57 | 12,702 | 28,132 |
| Royal Palm | 70,599 | 7 | 6,993 | - | - | 7,000 | 63,599 |
| Sanders Park | 62,384 | 4,664 | 9,927 | - | - | 14,591 | 47,793 |
| Sandpiper | 35,080 | 2,898 | 3,645 | - | - | 6,543 | 28,537 |
| Sawgrass | 49,602 | 2,926 | 3,584 | - | - | 6,510 | 43,092 |
| Sea Castle | 63,837 | 8,445 | 8,469 | - | - | 16,914 | 46,923 |
| Sheridan Hills | 62,675 | 433 | 6,129 | - | - | 6,562 | 56,113 |
| Sheridan Park | 39,986 | 9 | 13,026 | - | - | 13,035 | 26,951 |
| Silver Lakes | - | 292 | 1,874 | - | - | 2,166 | - |
| Silver Palms | 23,194 | 14 | 6,199 | - | - | 6,213 | 16,981 |
| Silver Ridge | - | 2,881 | 9,878 | - | - | 12,759 | - |
| Silver Shores | 49,293 | 4,210 | 5,797 | - | - | 10,007 | 39,286 |
| Stirling | 70,161 | 12 | 9,562 | - | - | 9,574 | 60,587 |
| Sunland Park | 60,375 | 3,430 | 11,162 | - | - | 14,592 | 45,783 |
| Sunset Lakes | 50,340 | 147 | - | 4,812 | - | 4,959 | 45,381 |
| Sunshine | 80,732 | - | 19,888 | - | - | 19,888 | 60,844 |
| Tamarac | 69,035 | 250 | 11,830 | - | - | 12,080 | 56,955 |
| Tedder | 173,032 | 16,190 | 10,259 | - | - | 26,449 | 146,583 |
| Thurgood Marshall | 110,974 | 371 | 4,822 | - | - | 5,193 | 105,781 |
| Tradewinds | 73,167 | 193 | 3,864 | - | - | 4,057 | 69,110 |
| Tropical | 29,974 | 35,737 | 47,008 | - | - | 82,745 | - |
| Village | 49,176 | 6,067 | 18,790 | - | - | 24,857 | 24,319 |
| Virginia S. Young | 84,233 | - | 12,351 | - | - | 12,351 | 71,882 |
| Walker | 103,941 | 9,486 | 40,851 | - | - | 50,337 | 53,604 |
| Watkins | 60,635 | 1 | 28,988 | - | - | 28,989 | 31,646 |
| Welleby | 34,705 | 774 | 6,105 | - | 196 | 7,075 | 27,630 |
| West Hollywood | 99,305 | 32 | 2,277 | - | - | 2,309 | 96,996 |
| Westchester | 81,326 | 4,291 | 13,779 | - | - | 18,070 | 63,256 |
| Westwood Heights | 35,881 | 13,499 | 2,297 | - | - | 15,796 | 20,085 |
| Wilton Manors | 34,214 | - | 9,429 | - | - | 9,429 | 24,785 |
| Winston Park | 14,188 | 210 | 648 | - | - | 858 | 13,330 |
| **TOTAL ELEMENTARY** | **$ 8,184,779** | **$ 420,158** | **$ 1,352,078** | **$ 4,812** | **$ 1,508** | **$ 1,778,556** | **$ 6,540,874** |
| | | | | | | | |
| Apollo | $ 202,188 | $ 5,878 | $ 29,142 | $ - | $ 1,662 | $ 36,682 | $ 165,506 |
| Attucks | 84,823 | 31,165 | 23,850 | - | 159 | 55,174 | 29,649 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**CARRYOVER OF 2021-22 CATEGORICALS TO 2022-23**

REGARDLESS

| School | 2021-22 Adjusted Balance[2] | 12108 School Recognition 55110000 | 12109 Accountability 55110000 | 63064 AICE Cambridge 55110000 | 12201 LD Instructional Materials Lost & Damaged REMIT Period 11 -12 55210000 | TOTAL | 2021-22 Adjusted Balance after REGARDLESS[3] |
|---|---|---|---|---|---|---|---|
| Bair | 83,288 | 1,784 | 15,768 | - | - | 17,552 | 65,736 |
| Coral Springs | 120,825 | 17,627 | 26,552 | 2,036 | - | 46,215 | 74,610 |
| Crystal Lake | - | 401 | 29,350 | - | - | 29,751 | - |
| Dandy | 66,985 | 8,346 | 27,887 | - | - | 36,233 | 30,752 |
| Deerfield Beach | 36,802 | 244 | 48,011 | - | - | 48,255 | - |
| Driftwood | - | 1,290 | 25,422 | - | 24 | 26,736 | - |
| Falcon Cove | 30,909 | 8,678 | 34,808 | - | - | 43,486 | - |
| Forest Glen | 5,981 | 50 | 2,867 | - | 1,531 | 4,448 | 1,533 |
| Glades | 159,002 | - | 37,556 | - | 441 | 37,997 | 121,005 |
| Indian Ridge | 154,561 | 35,760 | 29,881 | - | 5,660 | 71,301 | 83,260 |
| Lauderdale Lakes | 33,659 | 1,075 | 11,821 | - | - | 12,896 | 20,763 |
| Lyons Creek | 157,997 | 28,696 | 48,008 | - | - | 76,704 | 81,293 |
| Margate | - | 5,391 | 17,915 | - | - | 23,306 | - |
| McNicol | 116,664 | 2,787 | 8,014 | - | 53 | 10,854 | 105,810 |
| New Renaissance | 27,533 | 143 | 7,788 | - | - | 7,931 | 19,602 |
| New River | 69,306 | 1,000 | 6,636 | - | - | 7,636 | 61,670 |
| Nova | 81,269 | 1,156 | 29,828 | - | 668 | 31,652 | 49,617 |
| Olsen | 25,457 | 18 | 221 | - | 63 | 302 | 25,155 |
| Parkway | 115,701 | 325 | 44,240 | - | - | 44,565 | 71,136 |
| Pines | 98,368 | 5,499 | 7,729 | - | 1,312 | 14,540 | 83,828 |
| Pioneer | 152,267 | 23,814 | 11,746 | - | 541 | 36,101 | 116,166 |
| Plantation | 64,655 | 604 | 6,344 | - | 388 | 7,336 | 57,319 |
| Pompano Beach | - | - | 7,129 | - | 332 | 7,461 | - |
| Ramblewood | 66,431 | - | 21,526 | - | 951 | 22,477 | 43,954 |
| Rickards | - | 751 | 19,683 | - | - | 20,434 | - |
| Sawgrass Springs | 78,272 | 1 | 13,185 | - | 1,909 | 15,095 | 63,177 |
| Seminole | 7,919 | 13 | 143 | - | 2,681 | 2,837 | 5,082 |
| Silver Lakes | 78,298 | 1,439 | 32,335 | - | - | 33,774 | 44,524 |
| Silver Trail | 73,163 | - | 14,110 | - | 3,803 | 17,913 | 55,250 |
| Sunrise | 26,164 | 2,272 | 13,622 | - | - | 15,894 | 10,270 |
| Tequesta Trace | 57,941 | 19,623 | 18,634 | - | 795 | 39,052 | 18,889 |
| Westglades | 81,202 | 1 | 12,919 | - | 173 | 13,093 | 68,109 |
| Westpine | 28,565 | 39 | 18,415 | - | 80 | 18,534 | 10,031 |
| Young | 21,364 | 6,264 | 5,025 | - | 83 | 11,372 | 9,992 |
| **TOTAL MIDDLE** | **$ 2,407,559** | **$ 212,134** | **$ 708,110** | **$ 2,036** | **$ 23,309** | **$ 945,589** | **$ 1,593,688** |
| | | | | | | | |
| Anderson | $ 312,115 | $ 609 | $ 37,886 | $ 10,000 | $ 1,257 | $ 49,752 | $ 262,363 |
| BC-Academy Central | 53,144 | - | 5,570 | - | - | 5,570 | 47,574 |
| Blanche Ely | 863,748 | 4,648 | 36,490 | - | 4,646 | 45,784 | 817,964 |
| BVEd High | 447,959 | 7,118 | 21,816 | - | - | 28,934 | 419,025 |
| Coconut Creek | 189,977 | 5,745 | 43,230 | 10,000 | 7,138 | 66,113 | 123,864 |
| Cooper City | 928,411 | 21,912 | 73,113 | - | 4,681 | 99,706 | 828,705 |
| Coral Glades | 385,319 | - | 23,267 | - | 4,460 | 27,727 | 357,592 |
| Coral Springs | 342,021 | 222 | 34,476 | 10,000 | 5,157 | 49,855 | 292,166 |
| Cypress Bay | 1,585,447 | 114,233 | 28,316 | - | 17,658 | 160,207 | 1,425,240 |
| Deerfield Beach | 730,851 | 19,958 | 60,434 | - | 1,835 | 82,227 | 648,624 |
| Douglas | 877,931 | 17,403 | 67,637 | - | 979 | 86,019 | 791,912 |
| Everglades | 1,582,400 | 211,099 | 33,465 | - | 7,072 | 251,636 | 1,330,764 |
| Flanagan | 1,155,068 | 67,377 | 47,856 | 10,000 | 4,573 | 129,806 | 1,025,262 |
| Fort Lauderdale | 1,003,414 | 38,954 | 11,369 | - | 2,726 | 53,049 | 950,365 |
| Hallandale | 56,396 | 19 | 25,810 | 10,000 | 620 | 36,449 | 19,947 |
| Hollywood Hills | 295,315 | - | 33,226 | 9,892 | 1,670 | 44,788 | 250,527 |
| McArthur | 755,353 | 26,255 | 31,574 | - | 544 | 58,373 | 696,980 |
| Miramar | 634,402 | - | 23,133 | - | 328 | 23,461 | 610,941 |
| Monarch | 688,244 | 680 | 46,195 | - | - | 46,875 | 641,369 |
| Northeast | 257,227 | 16,412 | 57,846 | - | 1,201 | 75,459 | 181,768 |
| Nova | 272,980 | 12,351 | 26,379 | 10,000 | 1,176 | 49,906 | 223,074 |
| Piper | 520,456 | 3 | 45,248 | - | 8,710 | 53,961 | 466,495 |
| Plantation | 599,451 | 1 | 42,885 | 10,000 | 6,405 | 59,291 | 540,160 |
| Pompano Institute | 585,985 | 434 | 23,031 | - | 2,265 | 25,730 | 560,255 |
| So. Plantation | 544,755 | 594 | 21,987 | - | 3,345 | 25,926 | 518,829 |
| South Broward | 545,804 | 4,760 | 33,705 | - | 948 | 39,413 | 506,391 |
| Stranahan | 312,974 | 24 | 28,372 | - | 497 | 28,893 | 284,081 |
| Taravella | 406,343 | - | 24,022 | 10,000 | 5,611 | 39,633 | 366,710 |
| West Broward | 551,843 | 18,794 | 29,074 | - | 4,509 | 52,377 | 499,466 |
| Western | 588,347 | - | 37,364 | - | 9,339 | 46,703 | 541,644 |
| **TOTAL HIGH** | **$ 18,073,680** | **$ 589,605** | **$ 1,054,776** | **$ 89,892** | **$ 109,350** | **$ 1,843,623** | **$ 16,230,057** |
| | | | | | | | |
| Beachside Montessori K-8 | $ 45,982 | $ 789 | $ 10,144 | $ - | $ 160 | $ 11,093 | $ 34,889 |
| Dillard 6-12 | 381,304 | 21,943 | 22,604 | - | 1,725 | 46,272 | 335,032 |
| Gulfstream Academy of Halland | 57,859 | 19,537 | 31,054 | - | - | 50,591 | 7,268 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**CARRYOVER OF 2021-22 CATEGORICALS TO 2022-23**

REGARDLESS

| School | 2021-22 Adjusted Balance[2] | 12108 School Recognition 55110000 | 12109 Accountability 55110000 | 63064 AICE Cambridge 55110000 | 12201 LD Instructional Materials Lost & Damaged REMIT Period 11 -12 55210000 | TOTAL | 2021-22 Adjusted Balance after REGARDLESS[3] |
|---|---|---|---|---|---|---|---|
| Lauderhill 6-12 | 124,595 | - | 10,595 | 10,000 | - | 20,595 | 104,000 |
| Perry K-8 | 88,706 | - | 25,026 | - | - | 25,026 | 63,680 |
| Millennium 6-12 Collegiate Acad | 69,193 | - | 28,119 | - | 812 | 28,931 | 40,262 |
| **TOTAL MULTI LEVEL** | **$ 767,639** | **$ 42,269** | **$ 127,542** | **$ 10,000** | **$ 2,697** | **$ 182,508** | **$ 585,131** |
| Bright Horizons | $ 118,748 | $ 253 | $ 19,085 | $ - | $ - | $ 19,338 | $ 99,410 |
| Cross Creek | 22,013 | - | 8,918 | - | - | 8,918 | 13,095 |
| The Quest | 67,034 | - | 19,862 | - | - | 19,862 | 47,172 |
| Whispering Pines | 194,818 | - | 29,658 | - | - | 29,658 | 165,160 |
| Whispering Pines Off Campus | 39,470 | - | - | - | - | - | 39,470 |
| Wingate Oaks | 24,662 | - | 6,531 | - | - | 6,531 | 18,131 |
| **TOTAL ESE CENTERS** | **$ 466,745** | **$ 253** | **$ 84,054** | **$ -** | **$ -** | **$ 84,307** | **$ 382,438** |
| Cypress Run | $ 19,132 | $ - | $ 500 | $ - | $ - | $ 500 | $ 18,632 |
| Lanier James | 8,713 | - | 13,875 | - | - | 13,875 | - |
| Pine Ridge | 54,950 | - | 11,146 | - | - | 11,146 | 43,804 |
| **TOTAL DISCIPLINARY CENTE** | **$ 82,795** | **$ -** | **$ 25,521** | **$ -** | **$ -** | **$ 25,521** | **$ 62,436** |
| Amikids FOSI | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Broward Youth Treatment Cente | - | - | 1 | - | - | 1 | - |
| Brwd. Detention Center | - | - | 1,271 | - | - | 1,271 | - |
| PACE | - | - | - | - | - | - | - |
| Pompano Substance | - | - | - | - | - | - | - |
| **TOTAL DJJ CENTERS** | **$ -** | **$ -** | **$ 1,272** | **$ -** | **$ -** | **$ 1,272** | **$ -** |
| Dave Thomas Ed. Ctr. | $ 199,877 | $ 65 | $ 9,370 | $ - | $ - | $ 9,435 | $ 190,442 |
| HD Perry Educational Ctr. | 541,322 | 629 | 18,295 | - | - | 18,924 | 522,398 |
| Seagull | 22,672 | 1,523 | 10,189 | - | 831 | 12,543 | 10,129 |
| Whiddon Rogers | 175,516 | - | 3,842 | - | - | 3,842 | 171,674 |
| **TOTAL ADULT CENTERS** | **$ 939,387** | **$ 2,217** | **$ 41,696** | **$ -** | **$ 831** | **$ 44,744** | **$ 894,643** |
| Atlantic Technical | $ 2,041,140 | $ 11,016 | $ 13,557 | $ - | $ 342 | $ 24,915 | $ 2,016,225 |
| McFatter Technical | 578,062 | 293 | 40,751 | - | 304 | 41,348 | 536,714 |
| Sheridan Technical | 1,017,354 | 188 | 37,830 | - | - | 38,018 | 979,336 |
| **TOTAL TECHNICAL COLLEGI** | **$ 3,636,556** | **$ 11,497** | **$ 92,138** | **$ -** | **$ 646** | **$ 104,281** | **$ 3,532,275** |
| Comm. Schl. North | $ 262,377 | $ - | $ 196 | $ - | $ - | $ 196 | $ 262,181 |
| Comm. Schl. South | 335,863 | - | - | - | - | - | 335,863 |
| **TOTAL COMMUNITY SCHOOL** | **$ 598,240** | **$ -** | **$ 196** | **$ -** | **$ -** | **$ 196** | **$ 598,044** |
| **GRAND TOTAL** | **$ 35,157,380** | **$ 1,278,133** | **$ 3,487,383** | **$ 106,740** | **$ 138,341** | **$ 5,010,597** | **$ 30,419,586** |

[2]End of year balance less Adjustments

[3]Adjusted balance less carryovers - Regardless of budget balance

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**CARRYOVER OF 2022-23 CATEGORICALS TO 2023-24**

| | | | REGARDLESS | | | | |
|---|---|---|---|---|---|---|---|
| | | | 12108 | 12109 | 12201 LD | | |
| Funds Center | School | 2022-23 Adjusted Balance[2] | School Recognition 55110000 | Accountability 55110000 | Instructional Materials Lost & Damaged REMIT Period 11 -12 55210000 | TOTAL | 2022-23 Adjusted Balance after REGARDLESS[3] |
| 3117125110 | Atlantic West | $ 89,931 | $ - | $ 17,681 | $ - | $ 17,681 | $ 72,250 |
| 3316120010 | Banyan | 96,876 | 632 | 6,185 | - | 6,817 | 90,059 |
| 3713106410 | Bayview | 48,227 | - | 825 | - | 825 | 47,402 |
| 3704102010 | Bennett | 61,199 | 1,288 | 6,869 | - | 8,157 | 53,042 |
| 3508103410 | Bethune | 104,326 | 922 | 2,836 | - | 3,758 | 100,568 |
| 3516109710 | Boulevard Heights | 25,059 | 5,647 | 3,935 | - | 9,582 | 15,477 |
| 3305108110 | Broadview | 13,698 | 1,599 | 31 | - | 1,630 | 12,068 |
| 3710105010 | Broward Estates | 63,760 | 11,337 | 15,753 | - | 27,090 | 36,670 |
| 3659139230 | BVED Elementary | - | - | - | - | - | - |
| 3312114610 | Castle Hill | 32,948 | 1,049 | 12,141 | - | 13,190 | 19,758 |
| 3724126410 | Central Park | 63,430 | 1,983 | 1,768 | - | 3,751 | 59,679 |
| 3324137710 | Challenger | 39,133 | 448 | 173 | - | 621 | 38,512 |
| 3532129610 | Chapel Trail | 13,114 | 1,764 | 1,451 | - | 3,215 | 9,899 |
| 3111114210 | Coconut Creek | 77,562 | 7,134 | 1,514 | - | 8,648 | 68,914 |
| 3542137410 | Coconut Palm | 58,415 | 1,618 | 5,327 | - | 6,945 | 51,470 |
| 3506102310 | Colbert | 21,984 | 392 | 13,190 | - | 13,582 | 8,402 |
| 3507103310 | Collins | 69,870 | 2,187 | 5,071 | - | 7,258 | 62,612 |
| 3518112110 | Cooper City | 116,382 | 1,183 | 8,493 | - | 9,676 | 106,706 |
| 3525120110 | Coral Cove | 22,682 | 7,561 | 9,621 | - | 17,182 | 5,500 |
| 3127130410 | Coral Park | 90,323 | 14,808 | 12,244 | - | 27,052 | 63,271 |
| 3118125510 | Coral Springs | 49,496 | 81 | 20,122 | - | 20,203 | 29,293 |
| 3129131110 | Country Hills | 73,065 | 1,797 | 7,104 | - | 8,901 | 64,164 |
| 3726129810 | Country Isles | 68,829 | 3,126 | 8,914 | - | 12,040 | 56,789 |
| 3108109010 | Cresthaven | 96,533 | 1,052 | 20,172 | - | 21,224 | 75,309 |
| 3705102210 | Croissant Park | 45,665 | 41,358 | 7,633 | - | 48,991 | - |
| 3113117810 | Cypress | 2,104 | 455 | 2,597 | - | 3,052 | - |
| 3501101010 | Dania | 21,641 | 4,975 | 1,211 | - | 6,186 | 15,455 |
| 3528128010 | Davie | 113,118 | 11,640 | 29,907 | - | 41,547 | 71,571 |
| 3101100110 | Deerfield Beach | 69,990 | - | 2,943 | - | 2,943 | 67,047 |
| 3102103910 | Deerfield Park | 88,143 | 12,690 | 14,672 | - | 27,362 | 60,781 |
| 3706102710 | Dillard | - | 7,576 | 12,383 | - | 19,959 | - |
| 3325139620 | Discovery | 82,228 | 25,631 | 8,796 | - | 34,427 | 47,801 |
| 3543137510 | Dolphin Bay | 172,527 | 1,907 | 5,523 | 17 | 7,447 | 165,080 |
| 3132132210 | Drew | 78,980 | 15,018 | 3,941 | - | 18,959 | 60,021 |
| 3514107210 | Driftwood | 42,268 | 2,210 | 1,735 | - | 3,945 | 38,323 |
| 3732134610 | Eagle Point | 78,020 | 6,332 | 3,531 | - | 9,863 | 68,157 |
| 3133134410 | Eagle Ridge | 37,316 | 11,059 | 6,291 | 122 | 17,472 | 19,844 |
| 3534131910 | Embassy Creek | 44,358 | 16,972 | 2,618 | - | 19,590 | 24,768 |
| 3322133010 | Endeavour Prim. Lrng. Ctr. | 105,992 | 715 | 13,213 | - | 13,928 | 92,064 |
| 3725129420 | Everglades | 41,086 | 2,867 | 376 | - | 3,243 | 37,843 |
| 3522116410 | Fairway | 11,920 | 4,545 | 6,380 | - | 10,925 | 995 |
| 3723125410 | Flamingo | 39,704 | 13,347 | 9,970 | - | 23,317 | 16,387 |
| 3306108510 | Floranada | 297,802 | 40,960 | 15,863 | - | 56,823 | 240,979 |
| 3120126310 | Forest Hills | 115,379 | - | 9,796 | - | 9,796 | 105,583 |
| 3716109210 | Foster | 33,498 | - | 5,153 | - | 5,153 | 28,345 |
| 3733135310 | Fox Trail | 89,149 | 5,200 | 15,370 | - | 20,570 | 68,579 |
| 3734136420 | Gator Run | 64,701 | 4,047 | 10,269 | - | 14,316 | 50,385 |
| 3529128510 | Griffin | 147,358 | 6,804 | 7,655 | - | 14,459 | 132,899 |
| 2746156410 | Gulfstream Early Learning Cen | - | - | 400 | - | 400 | - |
| 3709104910 | Harbordale | 53,454 | 118 | 187 | - | 305 | 53,149 |
| 3533131310 | Hawkes Bluff | 128,255 | 2,532 | 4,048 | - | 6,580 | 121,675 |
| 3138139610 | Heron Heights | 86,474 | 6,153 | 9,844 | - | 15,997 | 70,477 |
| 3503101210 | Hollywood Central | 105,513 | 3,536 | 19,125 | - | 22,661 | 82,852 |
| 3502101110 | Hollywood Hills | 2,328 | 172 | 7,762 | - | 7,934 | - |
| 3523117610 | Hollywood Park | 82,125 | 1,609 | 8,364 | 98 | 10,071 | 72,054 |
| 3317125310 | Horizon | 35,678 | 1,136 | 8,596 | - | 9,732 | 25,946 |
| 3115119710 | Hunt | 43,524 | 2,279 | 3,968 | 50 | 6,297 | 37,227 |
| 3728131810 | Indian Trace | 36,736 | 863 | 9,100 | - | 9,963 | 26,773 |
| 3515108310 | Lake Forest | - | 2,486 | 1,496 | - | 3,982 | - |
| 3540135910 | Lakeside | 42,422 | 1 | 8,414 | - | 8,415 | 34,007 |
| 3304106210 | Larkdale | 210,596 | - | 7,297 | - | 7,297 | 203,299 |
| 3310113810 | Lauderhill | 8,606 | 254 | 723 | - | 977 | 7,629 |
| 3137138210 | Liberty | 19,962 | - | 9,368 | - | 9,368 | 10,594 |
| 3307110910 | Lloyd Estates | 58,254 | 16 | 10,712 | - | 10,728 | 47,526 |
| 3736138410 | Manatee Bay | 5,781 | 23 | 2,269 | - | 2,292 | 3,489 |
| 3124127410 | Maplewood | 31,865 | - | 3,545 | - | 3,545 | 28,320 |
| 3110111610 | Margate | 30,013 | 2,868 | 5,091 | - | 7,959 | 22,054 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**CARRYOVER OF 2022-23 CATEGORICALS TO 2023-24**

| | | | REGARDLESS | | | | |
|---|---|---|---|---|---|---|---|
| | | | 12108 | 12109 | 12201 LD | | |
| Funds Center | School | 2022-23 Adjusted Balance[2] | School Recognition 55110000 | Accountability 55110000 | Instructional Materials Lost & Damaged REMIT Period 11 -12 55210000 | TOTAL | 2022-23 Adjusted Balance after REGARDLESS[3] |
| 3112116710 | Markham | 10,420 | 6,475 | 2,313 | - | 8,788 | 1,632 |
| 3721116110 | Martin Luther King | 77,274 | 1,734 | 15,490 | - | 17,224 | 60,050 |
| 3106108410 | McNab | 19,877 | 801 | 3,308 | - | 4,109 | 15,768 |
| 3715107610 | Meadowbrook | 42,412 | 1,080 | 991 | - | 2,071 | 40,341 |
| 3511105310 | Miramar | 71,148 | 613 | 27,168 | - | 27,781 | 43,367 |
| 3722118410 | Mirror Lake | 41,621 | 5,532 | 4,119 | - | 9,651 | 31,970 |
| 3122126910 | Morrow | - | 1,168 | 747 | 228 | 2,143 | - |
| 3318126710 | Nob Hill | 81,148 | 8,464 | 3,436 | - | 11,900 | 69,248 |
| 3103105610 | Norcrest | 49,176 | 13,312 | 2,543 | - | 15,855 | 33,321 |
| 3303105210 | North Andrews Gardens | 90,615 | 1,139 | 3,153 | - | 4,292 | 86,323 |
| 3719111910 | North Fork | 47,316 | 3 | 5,277 | - | 5,280 | 42,036 |
| 3701100410 | North Side | 100,341 | 97 | 14,494 | - | 14,591 | 85,750 |
| 3116122310 | North Lauderdale | 100,267 | 2,620 | 5,799 | - | 8,419 | 91,848 |
| 3309112820 | Nova Blanche Forman | 36,887 | 792 | 3,548 | - | 4,340 | 32,547 |
| 3308112710 | Nova Eisenhower | 26,682 | 25,361 | 17,845 | - | 43,206 | - |
| 3301100310 | Oakland Park | 121,956 | 9,168 | 3,249 | - | 12,417 | 109,539 |
| 3509104610 | Oakridge | 65,750 | 9,452 | 1,635 | - | 11,087 | 54,663 |
| 3513107110 | Orange Brook | - | 2,124 | 12,197 | - | 14,321 | - |
| 3314118310 | Oriole | 67,394 | 3,243 | 19,785 | - | 23,028 | 44,366 |
| 3535133110 | Palm Cove | 57,198 | 5 | 17,542 | - | 17,547 | 39,651 |
| 3109111310 | Palmview | 37,617 | 15,535 | 5,506 | - | 21,041 | 16,576 |
| 3538135710 | Panther Run | 103,400 | 6,289 | 5,766 | - | 12,055 | 91,345 |
| 3323137610 | Park Lakes | 74,338 | 8,654 | - | - | 8,654 | 65,684 |
| 3114119510 | Park Ridge | 12,091 | 36 | 2,427 | - | 2,463 | 9,628 |
| 3131131710 | Park Springs | 113,466 | - | 11,823 | - | 11,823 | 101,643 |
| 3136137810 | Park Trails | 62,939 | 7,633 | 8,766 | 223 | 16,622 | 46,317 |
| 3135136310 | Parkside | 101,518 | 1,458 | 26,816 | - | 28,274 | 73,244 |
| 3526120710 | Pasadena Lakes | 166,184 | 4,040 | 10,863 | - | 14,903 | 151,281 |
| 3527126610 | Pembroke Lakes | 46,911 | - | 11,764 | - | 11,764 | 35,147 |
| 3519112210 | Pembroke Pines | 67,491 | 6,511 | 8,346 | - | 14,857 | 52,634 |
| 3717109310 | Peters | 88,887 | 1,919 | 12,055 | - | 13,974 | 74,913 |
| 3530128610 | Pines Lakes | 3,415 | 649 | 5,507 | - | 6,156 | - |
| 3319128110 | Pinewood | - | 3,340 | 16,184 | - | 19,524 | - |
| 3718109410 | Plantation | 29,591 | 14,988 | 9,825 | - | 24,813 | 4,778 |
| 3720112510 | Plantation Park | 29,852 | 60 | 9,926 | - | 9,986 | 19,866 |
| 3105107510 | Pompano Beach | 51,231 | 3,780 | 3,351 | - | 7,131 | 44,100 |
| 3130131210 | Quiet Waters | 128,634 | 1,504 | 23,562 | - | 25,066 | 103,568 |
| 3123127210 | Ramblewood | 73,831 | 353 | 19,740 | - | 20,093 | 53,738 |
| 3125128910 | Riverglades | 111,606 | 20,920 | 23,272 | - | 44,192 | 67,414 |
| 3702101510 | Riverland | 20,993 | - | 5,955 | - | 5,955 | 15,038 |
| 3126130310 | Riverside | 64,260 | 11,965 | 7,900 | - | 19,865 | 44,395 |
| 3735137010 | Rock Island | 8,773 | 1,420 | 6,693 | - | 8,113 | 660 |
| 3315118510 | Royal Palm | 29,206 | 7 | 5,951 | - | 5,958 | 23,248 |
| 3107108910 | Sanders Park | 71,153 | 3,628 | 11,738 | - | 15,366 | 55,787 |
| 3321130610 | Sandpiper | 40,440 | 459 | 1,908 | - | 2,367 | 38,073 |
| 3731134010 | Sawgrass | 82,913 | 10,896 | 5,897 | - | 16,793 | 66,120 |
| 3531128710 | Sea Castle | 53,718 | 11,108 | 4,557 | - | 15,665 | 38,053 |
| 3524118110 | Sheridan Hills | 55,527 | 433 | 8,958 | - | 9,391 | 46,136 |
| 3520113210 | Sheridan Park | 67,802 | 9 | 12,991 | - | 13,000 | 54,802 |
| 3536133710 | Silver Lakes | 139,131 | 2,598 | 3,107 | - | 5,705 | 133,426 |
| 3537134910 | Silver Palms | 59,678 | 4,894 | 1,340 | - | 6,234 | 53,444 |
| 3727130810 | Silver Ridge | 73,841 | 2,881 | 12,089 | - | 14,970 | 58,871 |
| 3539135810 | Silver Shores | 126,775 | 11,013 | 6,672 | - | 17,685 | 109,090 |
| 3512106910 | Stirling | 51,187 | 12 | 8,464 | - | 8,476 | 42,711 |
| 3711106110 | Sunland Park | 65,857 | 19,109 | 8,201 | - | 27,310 | 38,547 |
| 3541136610 | Sunset Lakes | 65,290 | 3,967 | 1,995 | - | 5,962 | 59,328 |
| 3517111710 | Sunshine | 65,502 | - | 19,554 | - | 19,554 | 45,948 |
| 3119126210 | Tamarac | 13,308 | - | 15,052 | - | 15,052 | - |
| 3104105710 | Tedder | 88,126 | 14,063 | 12,538 | - | 26,601 | 61,525 |
| 3729132910 | Thurgood Marshall | 72,076 | 6,932 | 6,730 | - | 13,662 | 58,414 |
| 3134134810 | Tradewinds | 43,570 | 193 | 3,235 | - | 3,428 | 40,142 |
| 3714107310 | Tropical | - | 24,344 | 41,852 | - | 66,196 | - |
| 3313116210 | Village | 52,409 | 9,149 | 20,800 | - | 29,949 | 22,460 |
| 3730133210 | Virginia S. Young | 118,442 | 5,190 | 12,061 | - | 17,251 | 101,191 |
| 3707103210 | Walker | 204,936 | 9,486 | 44,318 | - | 53,804 | 151,132 |
| 3510105110 | Watkins | - | 1 | 19,055 | - | 19,056 | - |
| 3320128810 | Welleby | 67,202 | 1,059 | 8,284 | - | 9,343 | 57,859 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**CARRYOVER OF 2022-23 CATEGORICALS TO 2023-24**

| | | | REGARDLESS | | | | |
|---|---|---|---|---|---|---|---|
| | | | 12108 | 12109 | 12201 LD | | |
| Funds Center | School | 2022-23 Adjusted Balance[2] | School Recognition 55110000 | Accountability 55110000 | Instructional Materials Lost & Damaged REMIT Period 11 -12 55210000 | TOTAL | 2022-23 Adjusted Balance after REGARDLESS[3] |
| 3505101610 | West Hollywood | 20,419 | 1,331 | 3,123 | - | 4,454 | 15,965 |
| 3121126810 | Westchester | 113,474 | 4,291 | 4,380 | - | 8,671 | 104,803 |
| 3712106310 | Westwood Heights | 34,236 | 13,499 | 4,164 | - | 17,663 | 16,573 |
| 3703101910 | Wilton Manors | 28,058 | - | 498 | - | 498 | 27,560 |
| 3128130910 | Winston Park | 5,822 | - | 3,497 | - | 3,497 | 2,325 |
| | **TOTAL ELEMENTARY** | **$ 8,615,983** | **$ 692,751** | **$ 1,213,250** | **$ 738** | **$ 1,906,739** | **$ 6,885,714** |
| 3605217910 | Apollo | $ 69,105 | $ 5,878 | $ 19,640 | $ 1,841 | $ 27,359 | $ 41,746 |
| 3600203430 | Attucks | 69,783 | 26,685 | 14,768 | 95 | 41,548 | 28,235 |
| 3405226110 | Bair | 61,646 | 1,784 | 15,783 | - | 17,567 | 44,079 |
| 3204225610 | Coral Springs | 87,082 | 17,627 | 29,518 | 555 | 47,700 | 39,382 |
| 3203218710 | Crystal Lake | - | 401 | 32,706 | - | 33,107 | - |
| 3804210710 | Dandy | - | 544 | 32,087 | - | 32,631 | - |
| 3202209110 | Deerfield Beach | 107,334 | 244 | 55,234 | - | 55,478 | 51,856 |
| 3603208610 | Driftwood | - | 1,290 | 4,173 | 166 | 5,629 | - |
| 3808236220 | Falcon Cove | - | 3,880 | 14,279 | - | 18,159 | - |
| 3207230510 | Forest Glen | - | 50 | 5,757 | - | 5,807 | - |
| 3607220210 | Glades | 48,487 | 705 | 36,043 | 420 | 37,168 | 11,319 |
| 3807234710 | Indian Ridge | 112,115 | 35,760 | 24,699 | 3,676 | 64,135 | 47,980 |
| 3402217010 | Lauderdale Lakes | - | 1,075 | 7,200 | 83 | 8,358 | - |
| 3208231010 | Lyons Creek | 130,072 | 48,554 | 13,666 | 230 | 62,450 | 67,622 |
| 3201205810 | Margate | 35,061 | 5,391 | 23,087 | - | 28,478 | 6,583 |
| 3602204810 | McNicol | 43,860 | 2,787 | 10,361 | - | 13,148 | 30,712 |
| 3611239110 | New Renaissance | 24,310 | 143 | 10,072 | - | 10,215 | 14,095 |
| 3803208810 | New River | 15,595 | 1,000 | 2,879 | - | 3,879 | 11,716 |
| 3400213110 | Nova | 70,352 | 1,156 | 18,864 | 2,749 | 22,769 | 47,583 |
| 3601204710 | Olsen | 24,903 | 18 | 1 | 524 | 543 | 24,360 |
| 3802207010 | Parkway | - | 325 | 13,462 | 576 | 14,363 | - |
| 3606218810 | Pines | 118,305 | 5,499 | 7,296 | 1,912 | 14,707 | 103,598 |
| 3608225710 | Pioneer | 114,317 | 28,533 | 6,358 | 497 | 35,388 | 78,929 |
| 3801205510 | Plantation | 11,161 | 604 | 7,875 | 989 | 9,468 | 1,693 |
| 3200200210 | Pompano Beach | - | - | 9,822 | - | 9,822 | - |
| 3205227110 | Ramblewood | 83,584 | - | 20,810 | 1,782 | 22,592 | 60,992 |
| 3404221210 | Rickards | 27,785 | 751 | 16,822 | 60 | 17,633 | 10,152 |
| 3209234310 | Sawgrass Springs | 41,392 | 1 | 12,658 | 831 | 13,490 | 27,902 |
| 3805218910 | Seminole | 14,993 | 13 | 3,069 | 1,501 | 4,583 | 10,410 |
| 3206229710 | Silver Lakes | 32,234 | 1,439 | 21,243 | - | 22,682 | 9,552 |
| 3610233310 | Silver Trail | 31,400 | - | 17,111 | - | 17,111 | 14,289 |
| 3800202510 | Sunrise | - | 2,272 | 338 | - | 2,610 | - |
| 3806231510 | Tequesta Trace | 14,469 | 21,199 | 358 | 509 | 22,066 | - |
| 3210238710 | Westglades | 89,499 | 3 | 17,878 | 229 | 18,110 | 71,389 |
| 3403220520 | Westpine | - | 39 | 14,296 | 1,068 | 15,403 | - |
| 3609230010 | Young | - | 6,264 | 4,579 | 302 | 11,145 | - |
| | **TOTAL MIDDLE** | **$ 1,478,844** | **$ 221,914** | **$ 544,792** | **$ 20,595** | **$ 787,301** | **$ 856,174** |
| 3452317410 | Anderson | $ 383,173 | $ 133 | $ 42,065 | $ 38 | $ 42,236 | $ 340,937 |
| 3454338510 | BC-Academy Central | 65,752 | - | 2,175 | - | 2,175 | 63,577 |
| 3251303610 | Blanche Ely | 886,323 | 4,648 | 24,846 | 3,538 | 33,032 | 853,291 |
| 3659339210 | BVEd High | 128,247 | 12,492 | 25,941 | - | 38,433 | 89,814 |
| 3253316810 | Coconut Creek | 204,824 | 5,745 | 48,490 | 2,939 | 57,174 | 147,650 |
| 3655319310 | Cooper City | 863,042 | 30,476 | 34,836 | 6,197 | 71,509 | 791,533 |
| 3258338610 | Coral Glades | 403,653 | - | 17,951 | - | 17,951 | 385,702 |
| 3252311510 | Coral Springs | 545,983 | - | 3,150 | 3,143 | 6,293 | 539,690 |
| 3856336230 | Cypress Bay | 1,206,103 | 112,001 | 16,782 | 12,805 | 141,588 | 1,064,515 |
| 3254317110 | Deerfield Beach | 712,273 | 19,958 | 34,879 | 1,324 | 56,161 | 656,112 |
| 3256330110 | Douglas | 914,095 | 20,036 | 70,408 | 946 | 91,390 | 822,705 |
| 3657337310 | Everglades | 1,553,835 | 205,403 | 18,869 | - | 224,272 | 1,329,563 |
| 3656333910 | Flanagan | 858,722 | 66,877 | 41,400 | 4,112 | 112,389 | 746,333 |
| 3852309510 | Fort Lauderdale | 970,911 | 65,825 | 13,037 | - | 78,862 | 892,049 |
| 3652304030 | Hallandale | 154,570 | 19 | 26,146 | 964 | 27,129 | 127,441 |
| 3653316610 | Hollywood Hills | 311,202 | - | 35,501 | 1,995 | 37,496 | 273,706 |
| 3651302410 | McArthur | 944,149 | 26,255 | 27,393 | - | 53,648 | 890,501 |
| 3654317510 | Miramar | 388,809 | - | 18,848 | 243 | 19,091 | 369,718 |
| 3257335410 | Monarch | 483,643 | 680 | 39,133 | 2,736 | 42,549 | 441,094 |
| 3450312410 | Northeast | 207,731 | 16,412 | 61,348 | 1,442 | 79,202 | 128,529 |
| 3451312810 | Nova | - | 16,249 | 14,275 | - | 30,524 | - |
| 3453319010 | Piper | 530,249 | 3 | 29,275 | 3,207 | 32,485 | 497,764 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**CARRYOVER OF 2022-23 CATEGORICALS TO 2023-24**

| | | | REGARDLESS | | | | |
|---|---|---|---|---|---|---|---|
| | | | 12108 | 12109 | 12201 LD | | |
| Funds Center | School | 2022-23 Adjusted Balance[2] | School Recognition 55110000 | Accountability 55110000 | Instructional Materials Lost & Damaged REMIT Period 11 -12 55210000 | TOTAL | 2022-23 Adjusted Balance after REGARDLESS[3] |
| 3853314510 | Plantation | 512,007 | 1 | 34,960 | 5,630 | 40,591 | 471,416 |
| 3250301850 | Pompano Institute | 685,439 | 434 | 14,549 | 1,374 | 16,357 | 669,082 |
| 3854323510 | So. Plantation | 584,381 | 594 | 18,912 | 1,626 | 21,132 | 563,249 |
| 3650301710 | South Broward | 348,838 | 7,161 | 18,261 | 1,970 | 27,392 | 321,446 |
| 3850302110 | Stranahan | 551,161 | 24 | 30,409 | 1,296 | 31,729 | 519,432 |
| 3255327510 | Taravella | 510,680 | - | 16,595 | 6,418 | 23,013 | 487,667 |
| 3658339710 | West Broward | 484,312 | 19,570 | 25,571 | 1,624 | 46,765 | 437,547 |
| 3855328310 | Western | 1,035,470 | 25,064 | 33,673 | - | 58,737 | 976,733 |
| | **TOTAL HIGH** | **$ 17,429,577** | **$ 656,060** | **$ 839,678** | **$ 65,567** | **$ 1,561,305** | **$ 15,898,796** |
| | | | | | | | |
| 3544720410 | Beachside Montessori K-8 | $ 96,085 | $ 3,687 | $ 8,728 | $ - | $ 12,415 | $ 83,670 |
| 3851703710 | Dillard 6-12 | 424,804 | 21,943 | 29,201 | - | 51,144 | 373,660 |
| 3504701310 | Gulfstream Academy of Hallanc | - | 1,729 | 30,524 | - | 32,253 | - |
| 3401713910 | Lauderhill 6-12 | 197,693 | - | 3,285 | 77 | 3,362 | 194,331 |
| 3521716310 | Perry K-8 | 98,692 | - | 13,564 | 38 | 13,602 | 85,090 |
| 3406747720 | Millennium 6-12 Collegiate Aca | - | - | 21,977 | 96 | 22,073 | - |
| | **TOTAL MULTI LEVEL** | **$ 817,274** | **$ 27,359** | **$ 107,279** | **$ 211** | **$ 134,849** | **$ 736,751** |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**CARRYOVER OF 2022-23 CATEGORICALS TO 2023-24**

| | | | REGARDLESS | | | | |
|---|---|---|---|---|---|---|---|
| | | | 12108 | 12109 | 12201 LD | | |
| Funds Center | School | 2022-23 Adjusted Balance[2] | School Recognition 55110000 | Accountability 55110000 | Instructional Materials Lost & Damaged REMIT Period 11 -12 55210000 | TOTAL | 2022-23 Adjusted Balance after REGARDLESS[3] |
| 3270408710 | Bright Horizons | $ 161,085 | $ 253 | $ 23,212 | $ - | $ 23,465 | $ 137,620 |
| 3272432220 | Cross Creek | 61,955 | - | 9,204 | - | 9,204 | 52,751 |
| 3671410210 | The Quest | 21,912 | - | 13,764 | - | 13,764 | 8,148 |
| 3672417520 | Whispering Pines | 187,593 | - | 23,785 | - | 23,785 | 163,808 |
| 3672417530 | Whispering Pines Off Campus | - | - | - | - | - | - |
| 3472409910 | Wingate Oaks | 109,902 | 1,186 | 4,601 | - | 5,787 | 104,115 |
| | **TOTAL ESE CENTERS** | **$ 542,447** | **$ 1,439** | **$ 74,566** | **$ -** | **$ 76,005** | **$ 466,442** |
| 3271421230 | Cypress Run | $ - | $ - | $ 284 | $ - | $ 284 | $ - |
| 3670404050 | Lanier James | 97,877 | - | 14,415 | - | 14,415 | 83,462 |
| 3870406530 | Pine Ridge | 41,144 | - | 9,626 | - | 9,626 | 31,518 |
| | **TOTAL DISCIPLINARY CENTI** | **$ 139,021** | **$ -** | **$ 24,325** | **$ -** | **$ 24,325** | **$ 114,980** |
| 3480460510 | Amikids FOSI | $ - | $ - | $ - | $ - | $ - | $ - |
| 3480460170 | Broward Youth Treatment Cent | 36,608 | - | 1 | - | 1 | 36,607 |
| 3480460110 | Brwd. Detention Center | - | - | 1,271 | - | 1,271 | - |
| 3480460910 | PACE | 71,452 | - | - | - | - | 71,452 |
| | **TOTAL DJJ CENTERS** | **$ 108,060** | **$ -** | **$ 1,272** | **$ -** | **$ 1,272** | **$ 108,059** |
| 3485536510 | Dave Thomas Ed. Ctr. | $ 34,370 | $ 65 | $ 7,803 | $ - | $ 7,868 | $ 26,502 |
| 3481565010 | HD Perry Educational Ctr. | 428,723 | 19 | 13,984 | - | 14,003 | 414,720 |
| 3488506010 | Seagull | 49,000 | 1,523 | 10,794 | - | 12,317 | 36,683 |
| 3480504520 | Whiddon Rogers | 6,456 | - | 4,321 | - | 4,321 | 2,135 |
| | **TOTAL ADULT CENTERS** | **$ 518,549** | **$ 1,607** | **$ 36,902** | **$ -** | **$ 38,509** | **$ 480,040** |
| 3484522210 | Atlantic Technical | $ 2,474,635 | $ 11,824 | $ - | $ 203 | $ 12,027 | $ 2,462,608 |
| 3483512910 | McFatter Technical | 999,022 | 294 | 51,047 | 340 | 51,681 | 947,341 |
| 3482510510 | Sheridan Technical | 1,119,638 | 188 | 17,468 | - | 17,656 | 1,101,982 |
| | **TOTAL TECHNICAL COLLEG** | **$ 4,593,295** | **$ 12,306** | **$ 68,515** | **$ 543** | **$ 81,364** | **$ 4,511,931** |
| 3486639410 | Comm. Schl. North | $ 223,224 | $ - | $ 196 | $ - | $ 196 | $ 223,028 |
| 3487639510 | Comm. Schl. South | 403,447 | - | - | - | - | 403,447 |
| | **TOTAL COMMUNITY SCHOO** | **$ 626,671** | **$ -** | **$ 196** | **$ -** | **$ 196** | **$ 626,475** |
| | **GRAND TOTAL** | **$ 34,869,721** | **$ 1,613,436** | **$ 2,910,775** | **$ 87,654** | **$ 4,611,865** | **$ 30,685,362** |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**CARRYOVER OF 2023-24 CATEGORICALS TO 2024-25**

| | | | | REGARDLESS | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | 12108 | 12109 | 12201 LD | | |
| Funds Center | T | School | 2023-24 Adjusted Balance[2] | School Recognition 55110000 | Accountability 55110000 | Instructional Materials Lost & Damaged REMIT Period 11 -12 55210000 | Regardless Carryover TOTAL | 2023-24 Adjusted Balance after REGARDLESS[3] |
| 3117125110 | 1 | Atlantic West | $ 54,787 | $ - | $ 21,271 | $ - | $ 21,271 | $ 33,516 |
| 3316120010 | 1 | Banyan | 112,093 | 632 | 8,834 | - | 9,466 | 102,627 |
| 3713106410 | 1 | Bayview | 198,267 | - | 3,146 | - | 3,146 | 195,121 |
| 3704102010 | 1 | Bennett | 61,552 | 1,288 | 9,562 | - | 10,850 | 50,702 |
| 3508103410 | 1 | Bethune | 88,771 | 922 | 4,196 | - | 5,118 | 83,653 |
| 3516109710 | 1 | Boulevard Heights | 39,330 | 1,778 | 5,788 | - | 7,566 | 31,764 |
| 3305108110 | 1 | Broadview | 7,358 | 1,599 | 530 | - | 2,129 | 5,229 |
| 3710105010 | 1 | Broward Estates | 69,702 | 11,337 | 18,700 | - | 30,037 | 39,665 |
| 3659139230 | 1 | BVED Elementary | - | - | - | - | - | - |
| 3312114610 | 1 | Castle Hill | 79,566 | 1,049 | 14,909 | - | 15,958 | 63,608 |
| 3724126410 | 1 | Central Park | 66,458 | 3,701 | 2,898 | - | 6,599 | 59,859 |
| 3324137710 | 1 | Challenger | 20,791 | 448 | 932 | - | 1,380 | 19,411 |
| 3532129610 | 1 | Chapel Trail | 35,511 | 4,698 | 4,522 | - | 9,220 | 26,291 |
| 3111114210 | 1 | Coconut Creek | 36,962 | 3,563 | 1,523 | - | 5,086 | 31,876 |
| 3542137410 | 1 | Coconut Palm | 70,462 | 1,618 | 5,641 | - | 7,259 | 63,203 |
| 3506102310 | 1 | Colbert | 33,552 | 392 | 12,233 | - | 12,625 | 20,927 |
| 3507103310 | 1 | Collins | 53,776 | 2,187 | 7,042 | - | 9,229 | 44,547 |
| 3518112110 | 1 | Cooper City | 106,186 | 1,429 | 12,583 | 35 | 14,047 | 92,139 |
| 3525120110 | 1 | Coral Cove | 31,456 | 13,954 | 6,606 | - | 20,560 | 10,896 |
| 3127130410 | 1 | Coral Park | 98,654 | 15,314 | 13,273 | - | 28,587 | 70,067 |
| 3118125510 | 1 | Coral Springs | - | 81 | 17,126 | - | 17,207 | - |
| 3129131110 | 1 | Country Hills | 91,594 | 1,797 | 9,617 | - | 11,414 | 80,180 |
| 3726129810 | 1 | Country Isles | 112,458 | 7,645 | 12,074 | - | 19,719 | 92,739 |
| 3108109010 | 1 | Cresthaven | 48,093 | 548 | 15,745 | - | 16,293 | 31,800 |
| 3705102210 | 1 | Croissant Park | 87,087 | 32,216 | 1,233 | - | 33,449 | 53,638 |
| 3113117810 | 1 | Cypress | 8,160 | 455 | 5,738 | - | 6,193 | 1,967 |
| 3501101010 | 1 | Dania | 11,770 | 2,523 | 1,304 | - | 3,827 | 7,943 |
| 3528128010 | 1 | Davie | 45,850 | 11,640 | 32,622 | 153 | 44,415 | 1,435 |
| 3101100110 | 1 | Deerfield Beach | 13,700 | - | 6,683 | - | 6,683 | 7,017 |
| 3102103910 | 1 | Deerfield Park | 63,246 | 8,262 | 17,322 | - | 25,584 | 37,662 |
| 3706102710 | 1 | Dillard | 23,069 | 7,576 | 11,518 | - | 19,094 | 3,975 |
| 3325139620 | 1 | Discovery | 64,547 | 25,631 | 4,591 | - | 30,222 | 34,325 |
| 3543137510 | 1 | Dolphin Bay | 132,925 | 3,075 | 4,969 | - | 8,044 | 124,881 |
| 3132132210 | 1 | Drew | 53,210 | 11,944 | 3,380 | - | 15,324 | 37,886 |
| 3514107210 | 1 | Driftwood | - | 2,210 | 5,377 | - | 7,587 | - |
| 3732134610 | 1 | Eagle Point | 245,153 | 6,333 | 3,082 | - | 9,415 | 235,738 |
| 3133134410 | 1 | Eagle Ridge | 19,763 | 7,760 | - | - | 7,760 | 12,003 |
| 3534131910 | 1 | Embassy Creek | 51,307 | 28,059 | 6,455 | - | 34,514 | 16,793 |
| 3322133010 | 1 | Endeavour Prim. Lrng. Ctr. | 186,420 | 715 | 15,907 | - | 16,622 | 169,798 |
| 3725129420 | 1 | Everglades | 107,753 | 22,341 | 154 | - | 22,495 | 85,258 |
| 3522116410 | 1 | Fairway | 6,195 | 4,545 | 2,851 | - | 7,396 | - |
| 3723125410 | 1 | Flamingo | 83,996 | 9,497 | 12,831 | - | 22,328 | 61,668 |
| 3306108510 | 1 | Floranada | 320,847 | 40,960 | 19,436 | - | 60,396 | 260,451 |
| 3120126310 | 1 | Forest Hills | 138,274 | - | 13,455 | - | 13,455 | 124,819 |
| 3716109210 | 1 | Foster | 58,576 | - | 4,375 | - | 4,375 | 54,201 |
| 3733135310 | 1 | Fox Trail | 82,341 | 9,023 | 16,416 | - | 25,439 | 56,902 |
| 3734136420 | 1 | Gator Run | 152,155 | 5,748 | 13,743 | - | 19,491 | 132,664 |
| 3529128510 | 1 | Griffin | 165,591 | 7,717 | 8,688 | - | 16,405 | 149,186 |
| 2746156410 | 1 | Gulfstream Early Learning Cent | - | - | 1,495 | - | 1,495 | - |
| 3709104910 | 1 | Harbordale | 14,939 | 1,185 | 2,927 | - | 4,112 | 10,827 |
| 3533131310 | 1 | Hawkes Bluff | 168,056 | 2,371 | 7,220 | - | 9,591 | 158,465 |
| 3138139610 | 1 | Heron Heights | 154,563 | 3,503 | 3,683 | - | 7,186 | 147,377 |
| 3503101210 | 1 | Hollywood Central | 134,864 | 3,536 | 20,876 | - | 24,412 | 110,452 |
| 3502101110 | 1 | Hollywood Hills | 104,548 | 172 | 8,445 | - | 8,617 | 95,931 |
| 3523117610 | 1 | Hollywood Park | 36,300 | 1,609 | 9,286 | - | 10,895 | 25,405 |
| 3317125310 | 1 | Horizon | 26,742 | 1,136 | 6,226 | - | 7,362 | 19,380 |
| 3115119710 | 1 | Hunt | 20,869 | 1,357 | 5,764 | - | 7,121 | 13,748 |
| 3728131810 | 1 | Indian Trace | 23,643 | 863 | 6,286 | - | 7,149 | 16,494 |
| 3515108310 | 1 | Lake Forest | 8,042 | 2,486 | 3,264 | - | 5,750 | 2,292 |
| 3540135910 | 1 | Lakeside | 60,173 | 1 | 10,260 | - | 10,261 | 49,912 |
| 3304106210 | 1 | Larkdale | 7,030 | - | 5,689 | - | 5,689 | 1,341 |
| 3310113810 | 1 | Lauderhill | 4,261 | 254 | 3,906 | - | 4,160 | 101 |
| 3137138210 | 1 | Liberty | 116,124 | - | 6,658 | - | 6,658 | 109,466 |
| 3307110910 | 1 | Lloyd Estates | 68,795 | 16 | 7,390 | - | 7,406 | 61,389 |
| 3736138410 | 1 | Manatee Bay | 88,867 | - | 6,755 | - | 6,755 | 82,112 |
| 3124127410 | 1 | Maplewood | 50,992 | - | 8,119 | - | 8,119 | 42,873 |
| 3110111610 | 1 | Margate | 10,967 | 2,868 | 3,593 | - | 6,461 | 4,506 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**CARRYOVER OF 2023-24 CATEGORICALS TO 2024-25**

| | | | | REGARDLESS | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | 12108 | 12109 | 12201 LD | | |
| Funds Center | T | School | 2023-24 Adjusted Balance[2] | School Recognition 55110000 | Accountability 55110000 | Instructional Materials Lost & Damaged REMIT Period 11 -12 55210000 | Regardless Carryover TOTAL | 2023-24 Adjusted Balance after REGARDLESS[3] |
| 3112116710 | 1 | Markham | - | 5,477 | 4,771 | - | 10,248 | - |
| 3721116110 | 1 | Martin Luther King | 74,064 | 1,092 | 18,485 | - | 19,577 | 54,487 |
| 3106108410 | 1 | McNab | 51,859 | 801 | 2,241 | - | 3,042 | 48,817 |
| 3715107610 | 1 | Meadowbrook | 12,832 | 327 | 182 | - | 509 | 12,323 |
| 3511105310 | 1 | Miramar | 25,270 | 613 | 10,831 | - | 11,444 | 13,826 |
| 3722118410 | 1 | Mirror Lake | 73,318 | 5,532 | 5,916 | - | 11,448 | 61,870 |
| 3122126910 | 1 | Morrow | 21,348 | 1,168 | 4,734 | - | 5,902 | 15,446 |
| 3318126710 | 1 | Nob Hill | 61,557 | 4,484 | 6,741 | - | 11,225 | 50,332 |
| 3103105610 | 1 | Norcrest | 89,927 | 12,988 | 2,108 | - | 15,096 | 74,831 |
| 3303105210 | 1 | North Andrews Gardens | 12,722 | 1,139 | 7,353 | - | 8,492 | 4,230 |
| 3719111910 | 1 | North Fork | 88,306 | 625 | 4,082 | - | 4,707 | 83,599 |
| 3701100410 | 1 | North Side | 71,522 | 97 | 9,707 | - | 9,804 | 61,718 |
| 3116122310 | 1 | North Lauderdale | 22,113 | 214 | 9,361 | - | 9,575 | 12,538 |
| 3309112820 | 1 | Nova Blanche Forman | - | 792 | 6,028 | - | 6,820 | - |
| 3308112710 | 1 | Nova Eisenhower | 87,785 | 25,361 | 20,107 | - | 45,468 | 42,317 |
| 3301100310 | 1 | Oakland Park | 7,609 | 470 | 5,045 | - | 5,515 | 2,094 |
| 3509104610 | 1 | Oakridge | 29,261 | 9,452 | 4,569 | - | 14,021 | 15,240 |
| 3513107110 | 1 | Orange Brook | 41,331 | 2,124 | 7,818 | 12 | 9,954 | 31,377 |
| 3314118310 | 1 | Oriole | 28,305 | 3,243 | 22,131 | - | 25,374 | 2,931 |
| 3535133110 | 1 | Palm Cove | 72,767 | 3 | 21,443 | - | 21,446 | 51,321 |
| 3109111310 | 1 | Palmview | 35,838 | 15,535 | 4,274 | - | 19,809 | 16,029 |
| 3538135710 | 1 | Panther Run | 101,531 | 7,519 | 7,027 | - | 14,546 | 86,985 |
| 3323137610 | 1 | Park Lakes | 7,184 | 3,220 | 3,504 | - | 6,724 | 460 |
| 3114119510 | 1 | Park Ridge | - | 36 | 2,747 | - | 2,783 | - |
| 3131131710 | 1 | Park Springs | 142,054 | 698 | 12,972 | - | 13,670 | 128,384 |
| 3136137810 | 1 | Park Trails | 85,728 | 10,544 | 12,873 | - | 23,417 | 62,311 |
| 3135136310 | 1 | Parkside | 149,471 | 12,022 | 19,965 | - | 31,987 | 117,484 |
| 3526120710 | 1 | Pasadena Lakes | 95,526 | 1,262 | 14,442 | - | 15,704 | 79,822 |
| 3527126610 | 1 | Pembroke Lakes | 86,627 | 1,443 | 122 | - | 1,565 | 85,062 |
| 3519112210 | 1 | Pembroke Pines | 34,434 | 6,511 | 9,601 | - | 16,112 | 18,322 |
| 3717109310 | 1 | Peters | 25,736 | 1,919 | 5,572 | - | 7,491 | 18,245 |
| 3530128610 | 1 | Pines Lakes | - | 649 | 549 | - | 1,198 | - |
| 3319128110 | 1 | Pinewood | 105,985 | 3,000 | 18,944 | - | 21,944 | 84,041 |
| 3718109410 | 1 | Plantation | - | 10,242 | 6,185 | - | 16,427 | - |
| 3720112510 | 1 | Plantation Park | 15,819 | 60 | 5,933 | - | 5,993 | 9,826 |
| 3105107510 | 1 | Pompano Beach | 33,489 | 3,774 | 7,059 | - | 10,833 | 22,656 |
| 3130131210 | 1 | Quiet Waters | 173,302 | 9,707 | 9,639 | - | 19,346 | 153,956 |
| 3123127210 | 1 | Ramblewood | 119,629 | 353 | 17,936 | - | 18,289 | 101,340 |
| 3125128910 | 1 | Riverglades | 156,992 | 22,077 | 17,123 | - | 39,200 | 117,792 |
| 3702101510 | 1 | Riverland | 24,466 | - | 10,033 | - | 10,033 | 14,433 |
| 3126130310 | 1 | Riverside | 164,486 | 22,619 | 5,532 | - | 28,151 | 136,335 |
| 3735137010 | 1 | Rock Island | 6,892 | 1,420 | 4,664 | - | 6,084 | 808 |
| 3315118510 | 1 | Royal Palm | - | 7 | 3,095 | - | 3,102 | - |
| 3107108910 | 1 | Sanders Park | 21,125 | 3,628 | 14,771 | - | 18,399 | 2,726 |
| 3321130610 | 1 | Sandpiper | 29,196 | 459 | 726 | - | 1,185 | 28,011 |
| 3731134010 | 1 | Sawgrass | 143,768 | 18,495 | 713 | - | 19,208 | 124,560 |
| 3531128710 | 1 | Sea Castle | 45,635 | 11,108 | 1,801 | - | 12,909 | 32,726 |
| 3524118110 | 1 | Sheridan Hills | 83,187 | 433 | 285 | - | 718 | 82,469 |
| 3520113210 | 1 | Sheridan Park | 65,516 | 9 | 16,528 | - | 16,537 | 48,979 |
| 3536133710 | 1 | Silver Lakes | 36,999 | 4,245 | 3,940 | - | 8,185 | 28,814 |
| 3537134910 | 1 | Silver Palms | 88,815 | 4,464 | 873 | - | 5,337 | 83,478 |
| 3727130810 | 1 | Silver Ridge | 63,498 | 2,881 | 15,957 | - | 18,838 | 44,660 |
| 3539135810 | 1 | Silver Shores | 85,616 | 8,078 | 1,916 | - | 9,994 | 75,622 |
| 3512106910 | 1 | Stirling | 100,553 | 12 | 6,422 | - | 6,434 | 94,119 |
| 3711106110 | 1 | Sunland Park | 39,551 | 16,174 | 8,032 | - | 24,206 | 15,345 |
| 3541136610 | 1 | Sunset Lakes | 113,814 | 3,272 | 3,047 | - | 6,319 | 107,495 |
| 3517111710 | 1 | Sunshine | 67,037 | - | 22,714 | - | 22,714 | 44,323 |
| 3119126210 | 1 | Tamarac | 7,095 | - | 15,039 | - | 15,039 | - |
| 3104105710 | 1 | Tedder | 143,724 | 10,848 | 17,085 | - | 27,933 | 115,791 |
| 3729132910 | 1 | Thurgood Marshall | 46,801 | 6,932 | 9,518 | - | 16,450 | 30,351 |
| 3134134810 | 1 | Tradewinds | 95,834 | 1,513 | 7,301 | - | 8,814 | 87,020 |
| 3714107310 | 1 | Tropical | 55,043 | 23,145 | 11,293 | - | 34,438 | 20,605 |
| 3313116210 | 1 | Village | 31,244 | 9,149 | 14,457 | - | 23,606 | 7,638 |
| 3730133210 | 1 | Virginia S. Young | 114,959 | 394 | 15,414 | - | 15,808 | 99,151 |
| 3707103210 | 1 | Walker | 213,404 | 9,486 | 48,321 | - | 57,807 | 155,597 |
| 3510105110 | 1 | Watkins | 25,850 | 1 | 22,671 | - | 22,672 | 3,178 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**CARRYOVER OF 2023-24 CATEGORICALS TO 2024-25**

| | | | | REGARDLESS | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | 12108 | 12109 | 12201 LD | | |
| Funds Center | T | School | 2023-24 Adjusted Balance[2] | School Recognition 55110000 | Accountability 55110000 | Instructional Materials Lost & Damaged REMIT Period 11 -12 55210000 | Regardless Carryover TOTAL | 2023-24 Adjusted Balance after REGARDLESS[3] |
| 3320128810 | 1 | Welleby | 148,749 | 1,060 | 11,341 | - | 12,401 | 136,348 |
| 3505101610 | 1 | West Hollywood | 41,574 | 1,331 | 5,334 | - | 6,665 | 34,909 |
| 3121126810 | 1 | Westchester | 120,623 | 6,143 | 8,650 | - | 14,793 | 105,830 |
| 3712106310 | 1 | Westwood Heights | 41,299 | 23,010 | 6,934 | - | 29,944 | 11,355 |
| 3703101910 | 1 | Wilton Manors | 1,348 | - | 4,365 | - | 4,365 | - |
| 3128130910 | 1 | Winston Park | - | - | 6,164 | - | 6,164 | - |
| | | **TOTAL ELEMENTARY** | **$ 9,248,031** | **$ 722,456** | **$ 1,223,779** | **$ 200** | **$ 1,946,435** | **$ 7,386,789** |
| 3605217910 | 2 | Apollo | $ 34,580 | $ 5,878 | $ 20,582 | $ 274 | $ 26,734 | $ 7,846 |
| 3600203430 | 2 | Attucks | 59,270 | 23,525 | 10,696 | - | 34,221 | 25,049 |
| 3405226110 | 2 | Bair | 34,122 | 79 | 14,120 | - | 14,199 | 19,923 |
| 3204225610 | 2 | Coral Springs | 116,566 | 17,627 | 19,998 | - | 37,625 | 78,941 |
| 3203218710 | 2 | Crystal Lake | - | 401 | 31,623 | - | 32,024 | - |
| 3804210710 | 2 | Dandy | 14,508 | 544 | 32,048 | - | 32,592 | - |
| 3202209110 | 2 | Deerfield Beach | 83,049 | 244 | 54,246 | - | 54,490 | 28,559 |
| 3603208610 | 2 | Driftwood | - | 1,290 | 8,928 | 216 | 10,434 | - |
| 3808236220 | 2 | Falcon Cove | - | 7,800 | 6,146 | - | 13,946 | - |
| 3207230510 | 2 | Forest Glen | 12,451 | 50 | 6,853 | - | 6,903 | 5,548 |
| 3607220210 | 2 | Glades | 33,491 | 803 | 32,265 | 1,554 | 34,622 | - |
| 3807234710 | 2 | Indian Ridge | 85,058 | 35,760 | 15,412 | 3,583 | 54,755 | 30,303 |
| 3402217010 | 2 | Lauderdale Lakes | 17,259 | 1,075 | 11,256 | - | 12,331 | 4,928 |
| 3208231010 | 2 | Lyons Creek | 113,038 | 35,454 | 5,628 | - | 41,082 | 71,956 |
| 3201205810 | 2 | Margate | 39,475 | 5,391 | 25,669 | - | 31,060 | 8,415 |
| 3602204810 | 2 | McNicol | 72,006 | 2,787 | 11,781 | 729 | 15,297 | 56,709 |
| 3611239110 | 2 | New Renaissance | 48,423 | 143 | 14,660 | 1,564 | 16,367 | 32,056 |
| 3803208810 | 2 | New River | - | 1,000 | 4,824 | - | 5,824 | - |
| 3400213110 | 2 | Nova | 127,593 | 1,156 | 15,851 | 3,943 | 20,950 | 106,643 |
| 3601204710 | 2 | Olsen | 12,533 | 18 | 71 | - | 89 | 12,444 |
| 3802207010 | 2 | Parkway | - | 325 | 11,423 | - | 11,748 | - |
| 3606218810 | 2 | Pines | 124,919 | 5,499 | 11,155 | 1,816 | 18,470 | 106,449 |
| 3608225710 | 2 | Pioneer | 21,526 | 13,987 | 7,850 | 288 | 22,125 | - |
| 3801205510 | 2 | Plantation | 21,427 | 1,871 | 5,550 | 72 | 7,493 | 13,934 |
| 3200200210 | 2 | Pompano Beach | - | - | 9,404 | - | 9,404 | - |
| 3205227110 | 2 | Ramblewood | 75,436 | - | 19,755 | 934 | 20,689 | 54,747 |
| 3404221210 | 2 | Rickards | - | - | 9,177 | - | 9,177 | - |
| 3209234310 | 2 | Sawgrass Springs | 1,347 | 1 | 9,314 | - | 9,315 | - |
| 3805218910 | 2 | Seminole | 8,490 | 13 | 7,154 | 2,079 | 9,246 | - |
| 3206229710 | 2 | Silver Lakes | 62,254 | 1,439 | 17,559 | - | 18,998 | 43,256 |
| 3610233310 | 2 | Silver Trail | 35,413 | 3,644 | 19,794 | 181 | 23,619 | 11,794 |
| 3800202510 | 2 | Sunrise | 30,895 | 1,739 | 224 | - | 1,963 | 28,932 |
| 3806231510 | 2 | Tequesta Trace | 29,059 | 25,790 | 926 | 61 | 26,777 | 2,282 |
| 3210238710 | 2 | Westglades | 71,719 | 6,533 | 16,968 | - | 23,501 | 48,218 |
| 3403220520 | 2 | Westpine | - | 39 | 199 | - | 238 | - |
| 3609230010 | 2 | Young | 42,963 | 6,264 | 5,231 | - | 11,495 | 31,468 |
| | | **TOTAL MIDDLE** | **$ 1,428,870** | **$ 208,169** | **$ 494,340** | **$ 17,294** | **$ 719,803** | **$ 830,400** |
| 3452317410 | 3 | Anderson | $ 254,195 | $ 3 | $ 38,707 | $ - | $ 38,710 | $ 215,485 |
| 3454338510 | 3 | BC-Academy Central | 46,025 | - | 5,646 | - | 5,646 | 40,379 |
| 3251303610 | 3 | Blanche Ely | 918,371 | 4,648 | 31,875 | - | 36,523 | 881,848 |
| 3659339210 | 3 | BVEd High | 149,760 | 10,086 | 3,612 | - | 13,698 | 136,062 |
| 3253316810 | 3 | Coconut Creek | 246,749 | 5,745 | 51,436 | - | 57,181 | 189,568 |
| 3655319310 | 3 | Cooper City | 858,033 | 39,242 | 28,602 | 2,117 | 69,961 | 788,072 |
| 3258338610 | 3 | Coral Glades | 188,763 | 2,593 | 17,650 | 5,278 | 25,521 | 163,242 |
| 3252311510 | 3 | Coral Springs | 825,819 | - | 10,704 | - | 10,704 | 815,115 |
| 3856336230 | 3 | Cypress Bay | 1,248,630 | 132,696 | 16,908 | 12,327 | 161,931 | 1,086,699 |
| 3254317110 | 3 | Deerfield Beach | 466,760 | 19,958 | 28,040 | 667 | 48,665 | 418,095 |
| 3256330110 | 3 | Douglas | 1,127,781 | 31,010 | 69,657 | 5,102 | 105,769 | 1,022,012 |
| 3657337310 | 3 | Everglades | 1,355,187 | 205,403 | 25,145 | - | 230,548 | 1,124,639 |
| 3656333910 | 3 | Flanagan | 945,864 | 66,877 | 38,047 | 3,638 | 108,562 | 837,302 |
| 3852309510 | 3 | Fort Lauderdale | 943,697 | 66,582 | 11,253 | 1,066 | 78,901 | 864,796 |
| 3652304030 | 3 | Hallandale | 115,176 | 19 | 24,794 | 219 | 25,032 | 90,144 |
| 3653316610 | 3 | Hollywood Hills | 340,879 | - | 33,590 | 1,444 | 35,034 | 305,845 |
| 3651302410 | 3 | McArthur | 940,058 | 26,255 | 22,603 | - | 48,858 | 891,200 |
| 3654317510 | 3 | Miramar | 523,499 | - | 25,289 | 462 | 25,751 | 497,748 |
| 3257335410 | 3 | Monarch | 329,629 | 680 | 15,876 | - | 16,556 | 313,073 |
| 3450312410 | 3 | Northeast | 127,907 | 16,412 | 61,913 | 654 | 78,979 | 48,928 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**CARRYOVER OF 2023-24 CATEGORICALS TO 2024-25**

| | | | | REGARDLESS | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | 12108 | 12109 | 12201 LD | | |
| Funds Center | T | School | 2023-24 Adjusted Balance[2] | School Recognition 55110000 | Accountability 55110000 | Instructional Materials Lost & Damaged REMIT Period 11 -12 55210000 | Regardless Carryover TOTAL | 2023-24 Adjusted Balance after REGARDLESS[3] |
| 3451312810 | 3 | Nova | 187,640 | 16,249 | 13,290 | 45 | 29,584 | 158,056 |
| 3453319010 | 3 | Piper | 512,068 | 3 | 19,022 | 3,084 | 22,109 | 489,959 |
| 3853314510 | 3 | Plantation | 595,875 | 1 | 27,969 | 261 | 28,231 | 567,644 |
| 3250301850 | 3 | Pompano Institute | 1,067,418 | 433 | 1,983 | - | 2,416 | 1,065,002 |
| 3854323510 | 3 | So. Plantation | 553,939 | 594 | 22,545 | 1,203 | 24,342 | 529,597 |
| 3650301710 | 3 | South Broward | 287,717 | 7,161 | 4,990 | - | 12,151 | 275,566 |
| 3850302110 | 3 | Stranahan | 437,262 | 24 | 31,568 | - | 31,592 | 405,670 |
| 3255327510 | 3 | Taravella | 396,357 | - | 14,825 | 5,403 | 20,228 | 376,129 |
| 3658339710 | 3 | West Broward | 443,820 | 32,814 | 30,451 | 952 | 64,217 | 379,603 |
| 3855328310 | 3 | Western | 1,295,295 | 15,802 | 22,561 | 5,563 | 43,926 | 1,251,369 |
| | | **TOTAL HIGH** | **$ 17,730,173** | **$ 701,290** | **$ 750,551** | **$ 49,485** | **$ 1,501,326** | **$ 16,228,847** |
| 3544720410 | 7 | Beachside Montessori K-8 | $ 116,574 | $ 3,567 | $ 2,162 | $ - | $ 5,729 | $ 110,845 |
| 3851703710 | 7 | Dillard 6-12 | 486,061 | 21,943 | 17,889 | - | 39,832 | 446,229 |
| 3504701310 | 7 | Gulfstream Academy of Halland | 53,354 | 1,729 | 36,240 | - | 37,969 | 15,385 |
| 3401713910 | 7 | Lauderhill 6-12 | 123,204 | - | 1,300 | - | 1,300 | 121,904 |
| 3521716310 | 7 | Perry K-8 | 6,343 | - | 17,210 | 230 | 17,440 | - |
| 3406747720 | 7 | Millennium 6-12 Collegiate Acac | - | 3,428 | 10,090 | 80 | 13,598 | - |
| | | **TOTAL MULTI LEVEL** | **$ 785,536** | **$ 30,667** | **$ 84,891** | **$ 310** | **$ 115,868** | **$ 694,363** |
| 3270408710 | 4 | Bright Horizons | $ 42,636 | $ 253 | $ 25,507 | $ - | $ 25,760 | $ 16,876 |
| 3272432220 | 4 | Cross Creek | 109,605 | - | 10,259 | - | 10,259 | 99,346 |
| 3671410210 | 4 | The Quest | - | - | 10,701 | - | 10,701 | - |
| 3672417520 | 4 | Whispering Pines | 62,806 | - | 28,257 | - | 28,257 | 34,549 |
| 3672417530 | 4 | Whispering Pines Off Campus | 168,822 | - | - | - | - | 168,822 |
| 3472409910 | 4 | Wingate Oaks | - | 1,186 | 3,853 | - | 5,039 | - |
| | | **TOTAL ESE CENTERS** | **$ 383,869** | **$ 1,439** | **$ 78,577** | **$ -** | **$ 80,016** | **$ 319,593** |
| 3271421230 | 4 | Cypress Run | $ 6,469 | $ - | $ 575 | $ - | $ 575 | $ 5,894 |
| 3670404050 | 4 | Lanier James | 118,310 | - | 17,083 | - | 17,083 | 101,227 |
| 3870406530 | 4 | Pine Ridge | 67,033 | - | 12,271 | - | 12,271 | 54,762 |
| | | **TOTAL DISCIPLINARY CENTE** | **$ 191,812** | **$ -** | **$ 29,929** | **$ -** | **$ 29,929** | **$ 161,883** |
| 3480460170 | 4 | Broward Youth Treatment Cente | 86,119 | $ - | $ 1 | - | 1 | 86,118 |
| 3480460110 | 4 | Brwd. Detention Center | 107,792 | - | 1,271 | - | 1,271 | 106,521 |
| 3480460910 | 4 | PACE | 1 | - | - | - | - | 1 |
| | | **TOTAL DJJ CENTERS** | **$ 193,912** | **$ -** | **$ 1,272** | **$ -** | **$ 1,272** | **$ 192,640** |
| 3485536510 | 5 | Dave Thomas Ed. Ctr. | $ 109,920 | $ 65 | $ 10,099 | $ - | $ 10,164 | $ 99,756 |
| 3481565010 | 5 | HD Perry Educational Ctr. | 195,480 | 19 | 8,544 | - | 8,563 | 186,917 |
| 3488506010 | 5 | Seagull | 137,709 | 1,523 | 4,595 | - | 6,118 | 131,591 |
| 3480504520 | 5 | Whiddon Rogers | 61,559 | - | 6,213 | - | 6,213 | 55,346 |
| | | **TOTAL ADULT CENTERS** | **$ 504,668** | **$ 1,607** | **$ 29,451** | **$ -** | **$ 31,058** | **$ 473,610** |
| 3484522210 | 5 | Atlantic Technical | $ 2,107,044 | $ - | $ - | $ 302 | $ 302 | $ 2,106,742 |
| 3483512910 | 5 | McFatter Technical | 1,259,623 | 849 | 60,541 | - | 61,390 | 1,198,233 |
| 3482510510 | 5 | Sheridan Technical | 1,114,250 | - | 30,846 | - | 30,846 | 1,083,404 |
| | | **TOTAL TECHNICAL COLLEGI** | **$ 4,480,917** | **$ 849** | **$ 91,387** | **$ 302** | **$ 92,538** | **$ 4,388,379** |
| 3486639410 | 6 | Comm. Schl. North | $ 259,099 | $ - | $ 196 | $ - | $ 196 | $ 258,903 |
| 3487639510 | 6 | Comm. Schl. South | 468,277 | - | - | - | - | 468,277 |
| | | **TOTAL COMMUNITY SCHOOI** | **$ 727,376** | **$ -** | **$ 196** | **$ -** | **$ 196** | **$ 727,180** |
| | | **GRAND TOTAL** | **$ 35,675,164** | **$ 1,666,477** | **$ 2,784,373** | **$ 67,591** | **$ 4,518,441** | **$ 31,403,684** |

[2]End of year balance less Adjustments

[3]Adjusted balance less carryovers - Regardless of budget balance

EXHIBIT 5

**Atlantic Montessori Charter Schools**
*East Campus:*
9893 Pines Blvd.
Pembroke Pines, FL. 33024

*West Campus:*
2550 South Flamingo Road
Davie, FL. 33325

School Numbers 5029 & 5164

**To:**
Office of Chief Auditor

**Auditor:** Mr. Dave Rhodes
**Regarding:** Florida School Recognition Program (FSRP) Audit

**From:**
Dr. Monica B. Dueñas, Principal & Executive Director
Atlantic Montessori Charter Schools (5029 & 5164)

**CC:**
Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer
Mr. Donte F. Collins, Director, Charter Schools Management/Support
Ms. Detra Adams, Coordinator, Charter Schools Management/Support

**Date:** December 6, 2025

**Issue Description**
As part of the FSRP audit review, Atlantic Montessori Charter Schools (5029 and 5164) was asked to provide documentation for the Florida School Recognition Program for fiscal years 2022 and 2023 (School 5029), and fiscal year 2023 (School 5164).

The administrative team conducted an extensive search across both campuses for all available documentation related to these years. Every file cabinet, storage area, and archived box was reviewed. Despite a thorough search, no records or evidence of staff voting processes were found for any of the fiscal years in question.

**Issue Cause**
Based on internal review and communications, it has been determined that under the direction of former Executive Director **Ms. Juana Ocejo**, the voting process for A+ Recognition Funds was not conducted. This information has been corroborated through staff recollections, including statements that former Principal **Ms. Marie Canetti** also indicated that teacher voting had not occurred in the history of Atlantic Montessori Charter Schools.

One Governing Board meeting from fiscal year 2022 was located which briefly referenced the recognition fund process. However, there was no documentation or minutes from fiscal year 2023 board meetings indicating that any staff voting or approval process took place.

**Supporting Documentation**

Although voting records were not found, **bank statements** and **financial documentation** have been provided showing that A+ Recognition funds were distributed to staff for both fiscal years 2022 and 2023. These records confirm that disbursements occurred, although supporting evidence of the staff voting process is unavailable.

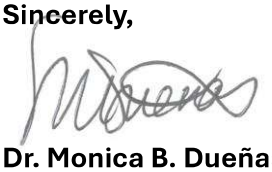
**Corrective Action / Management Response**

These events occurred prior to my tenure as Executive Director. However, since assuming the role, I have implemented corrective procedures to ensure full compliance moving forward. Beginning with the 2025–2026 school year:

1. The A+ Recognition Fund process will include formal staff voting with documented agendas, minutes, ballots, and tally sheets.
2. Both physical and electronic records will be securely retained and backed up at both campuses.
3. All Governing Board agendas will clearly reflect the A+ Fund voting process, and board minutes will document all related actions and approvals.

These measures are designed to ensure that future FSRP documentation meets and exceeds compliance expectations.

**Sincerely,**



**Dr. Monica B. Dueñas**
Principal & Executive Director
Atlantic Montessori Charter Schools (5029 & 5164)
mduenas@amcharterschool.org

**Sincerely,**



**Mr. Karlos Barnes**
Principal & Executive Director
Atlantic Montessori Charter Schools (5029 & 5164)
kbarnes@amcharterschool.org

**Somerset Academy Pompano #5388**

**School Recognition Distribution Plan Response FY22**

I was appointed principal of Somerset Academy Pompano effective July 1, 2024. I was not the principal during the FY22 School Recognition Fund distribution, which took place in the spring of 2023. Since receiving the request for documentation on July 10, 2025, I have made every effort to locate documentation related to the process followed at that time. However, the only records I have been able to locate are the disbursement records showing the award amounts paid to eligible staff.

While our current School Recognition Distribution Plan outlines a collaborative process involving staff input and a formal vote, I am unaware of the process followed during the FY22 distribution due to the lack of available documentation. Going forward, we are committed to maintaining clear records and adhering fully to the outlined procedures.

Anthony Marucci, Principal

7/14/2025
Date

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**Supporting Documentation**

- Distribution of Award Support
  - Amount of Award and Amount Distributed, including fringe
  - List of eligible employees (Handbook states employee must be (1) be employed at the school at the time the school received the grade and (2) be employed by an Academica managed school at the time the funds are disbursed.)
  - List of payments distributed

Somerset Academy
POMPANO

# SOMERSET ACADEMY POMPANO CHARTER SCHOOL

"A BROWARD COUNTY PUBLIC CHARTER SCHOOL"

1101 NW 33rd Street
Pompano Beach, Fl 33064
Tel. No.:954-946-4144
Fax No.: 954-946-4005

**Principal**
Mr. Anthony Marucci

**Assistant Principal:**
Mrs. Karen Capello Lopez

**Administrative Designee and Math Coach:**
Mrs. Margaret Corbett

**School Web Site:**
www.somersetpompano.com

December 8, 2025

To: Office of Chief Auditor
Auditor: Dave Rhodes

Regarding: Florida School Recognition Program (FSRP) Audit

From: Anthony Marucci, Principal
Todd German, Board Chair
Somerset Academy Pompano MSID #5388

CC: Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer
Mrs. Donté F. Collins, Director, Charter Schools Management/Support
Ms. Detra Adams, Coordinator, Charter Schools Management/Support

Date: 12/8/25

Issue Description
A finding was observed during the examination of FSRP documentation at Somerset Academy Pompano in February of 2025. Lack of supporting documentation was noted as being missing.

Issue Cause
Upon internal review we believe there was a submission error. The supporting documentation is attached.

Supporting Documentation
Documentation that supports our position has been provided in the attached email.

Sincerely,

Anthony Marucci
Principal

Todd German
Governing Board Chair



Document Ref: DUK4D-FNRM7-JXXVB-Y3OKZ

# CERTIFICATE *of* SIGNATURE

REF. NUMBER
DUK4D-FNRM7-JXXVB-Y3OKZ

DOCUMENT COMPLETED BY ALL PARTIES ON
09 DEC 2025 02:05:07
UTC

| SIGNER | TIMESTAMP | SIGNATURE |
|---|---|---|
| **TODD GERMAN**<br>EMAIL<br>TGERMAN@SOMERSETACADEMYSCHOOLS.COM | SENT<br>08 DEC 2025 23:16:20<br>VIEWED<br>09 DEC 2025 00:12:08<br>SIGNED<br>09 DEC 2025 00:12:18 | <br>IP ADDRESS<br>75.115.48.2<br>LOCATION<br>PARRISH, UNITED STATES |
| **RECIPIENT VERIFICATION** | EMAIL VERIFIED<br>09 DEC 2025 00:12:08 | |
| **ANTHONY MARUCCI**<br>EMAIL<br>AMARUCCI@SOMERSETPINES.COM | SENT<br>08 DEC 2025 23:16:20<br>VIEWED<br>09 DEC 2025 02:04:44<br>SIGNED<br>09 DEC 2025 02:05:07 | <br>IP ADDRESS<br>73.124.200.187<br>LOCATION<br>SUNRISE, UNITED STATES |
| **RECIPIENT VERIFICATION** | EMAIL VERIFIED<br>09 DEC 2025 02:04:44 | |

Signed with PandaDoc

**ADDRESS:**
**6101 NW 31ST STREET**
**MARGATE, FL 33063**

**TEL : (954) 969-8488**
**FAX: (954) 756-8053**
**WWW.BMSSCHOOLS.ORG**

**To:**
Office of Chief Auditor
Auditor: Dave Rhodes

**Regarding:**
Florida School Recognition Program (FSRP) Audit

**From:**
Marcos Regalado, Governing Board Chair
Broward Math and Science Schools – MSID 5038

**CC:**
Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer
Mrs. Donté F. Collins, Director, Charter Schools Management/Support
Ms. Detra Adams, Coordinator, Charter Schools Management/Support

**Date:**
December 9, 2025

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## Issue Description

During the examination of FSRP documentation at Broward Math and Science Schools (MSID 5038), the following items were noted as missing:

- Date, time, and location of meeting in minutes
- Agenda listing "Florida School Recognition Program (A+ Funds); Proposals and Ballot Creation"
- Minutes reflecting discussion of A+ Funds proposals and ballot creation
- Sign-in sheets
- Proof of written advertisement stating purpose of vote (approval of A+ Funds distribution), including date, time, and location of vote
- Approved ballot for A+ Program
- Ballot count/summary sheet

---

**ADDRESS:**
**6101 NW 31ST STREET**
**MARGATE, FL 33063**

**TEL : (954) 969-8488**
**FAX: (954) 756-8053**
**WWW.BMSSCHOOLS.ORG**

## Issue Cause

The Florida School Recognition Program funds were discussed during the November 16, 2024 Governing Board meeting as part of the **Financial Report** and **Principal's Report**, rather than as a separate agenda item. The board unanimously agreed to disburse $40,012 to all full-time teachers who worked during the 2023–2024 school year, with payment scheduled for December 2024.
Notice of the board meeting was posted on the school entrance door one week prior, visible to all stakeholders. However, the minutes did not explicitly list "Florida School Recognition Program" as a topic because it was embedded within the financial report discussion.

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## Corrective Action

To ensure compliance, the Governing Board will revote and explicitly record the FSRP item in the minutes during the upcoming board meeting scheduled for **December 13, 2025**. The agenda will include "Florida School Recognition Program (A+ Funds); Proposals and Ballot Creation" as a topic, and all required documentation (sign-in sheets, approved ballot, ballot count summary, and proof of notice) will be generated and retained.

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## Supporting Documentation

Documentation supporting this corrective action will be uploaded to the district ShareFile following the December 13, 2025 meeting.

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**Sincerely,**

Marcos Regalado

Marcos Regalado
President, Riverside Science Inc.
Governing Board Chair

Central
CHARTER SCHOOL

4515 North State Road 7
Lauderdale Lakes, FL 33319

To: Office of Chief Auditor
Auditor: Dave Rhodes

Regarding: Florida School Recognition Program (FSRP) Audit

From: Anthony Burrell Central Charter School, 5041

CC:Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer
Mrs. Donté F. Collins, Director, Charter Schools Management/Support
Ms. Detra Adams, Coordinator, Charter Schools Management/Support

Date: 12/11/2025

Issue Description
A finding was observed during the examination of FSRP documentation at Central Charter School on 02/01/2025. Central Charter School was identified as missing several supporting documentation items for the SY22 Florida School Recognition Program audit. These items include:
•Date, time, location of meeting; agenda must list 'Florida School Recognition Program (A+ Funds); Proposals and Ballot Creation appears as a topic.
•Minutes that reflect discussion of A+ Funds proposals and ballot creation.
•Sign-in Sheets
•Proof of Written Advertisement stating purpose of vote (approval of A+ Funds distribution); date, time, location of vote. Notice was posted/distributed at least 3 full business days in advance.
•Approved ballot for A+ Program

Issue Cause
Upon internal review we believe several of the missing supporting documentation items have been located and are enclosed. The remaining missing items are:
•Minutes the reflect discussion of A+ Funds proposals and ballot creation
•Sign-In Sheets
These items were not collected during the timeframe due to a clerical error. Procedures have been put in place to mitigate any future errors.

Supporting Documentation
Documentation that supports our position is available upon request.

Sincerely,

Anthony Burrell

Anthony Burrell
Governing Board Chair
Central Charter School

SCHOOL BOARD OF BROWARD COUNTY

AUDIT COMMITTEE MEETING

KC WRIGHT ADMINISTRATION CENTER
BOARD ROOM
600 SE 3RD AVENUE
FORT LAUDERDALE, FLORIDA

THURSDAY, JANUARY 29, 2026
9:38 A.M. - 12:35 P.M.

Court Reporter:
Timothy R. Bass, Stenographic Reporter
Bass Reporting Service, Inc.
633 South Andrews Avenue, Suite 500
Fort Lauderdale, FL 33301

COMMITTEE MEMBERS IN ATTENDANCE:
MS. MARY FERTIG, Chair
MS. PHYLLIS SHAW, Vice Chair
MR. ROBERT MAYERSOHN (Telephonic)
MR. ANTHONY DE MEO, CPA
MR. ANDREW MEDVIN, CPA
MR. LEW NAYLOR
MS. B. JILL BARON
MR. CHRISTOPHER UPTON
MS. RACHEL ROSAS
MR. ANDREW MEDVIN

OFFICE OF THE CHIEF AUDITOR STAFF:

MR. DAVE RHODES, Chief Auditor
MR. MARK MAGLI, Executive Director, Audits
MS. NAKIA GOULDBOURNE, Manager, Internal Funds
MS. ELENA PRITYKINA, Manager, Operations
MR. MERLIN BUTLER, Manager, Property & Inventory
MR. BRYAN ERHARD, System Support Specialist II
MR. DEREK TILLMAN, Executive Secretary
MS. OCTAVIA ALLEN-HARDAWAY, Clerk Spec C

DISTRICT STAFF:

DR. HOWARD HEPBURN, Superintendent of Schools (Teams)
MR. RYAN SMITH, Director, Business Support Center
MR. ALAN STRAUSS, South Regional Superintendent, Teaching & Learning
MR. JOHN WHITE, Director, Procurement & Warehousing Services
MR. NATHAN SADE, Chief Fire Official
MR. MICHAEL GREGORY, Chief Safety & Security Officer, Safety, Security & Emergency Preparedness
MR. JAMES LA ROSA, Director, Safety & Security Operations
MS. ELIANA ELHEFNAWY, Behavioral Threat Management
MS. KIM PUNZI-ELABIARY, Director, Behavioral Threat Management
MR. CARLOS GOMEZ, Director, Accounting & Financial Reporting
MS. ROMANEIR JOHNSON, Chief Financial Officer

INVITED GUESTS:

MR. EDDIE CASTANEDA, External Auditor, Forviz Mazars
MR. RODERICK HARVEY, External Auditor, HCT Certified Public Accountants and Consultants

MR. SHAWN DAVIS, External Auditor, S. Davis & Associates P.A.
MS. ANNETTE LEWIS, External Auditor S. Davis & Associates, P.A.
MR. ANTHONY BRUNSON, External Auditor, Anthony Brunson, P.A.
MR. JEAN BORNO, External Auditor, Anthony Brunson, P.A.
MS. JUDIAN WINSTON, External Auditor, Anthony Brunson, P.A.
MR. TIM BASS, Court Reporter, United Reporting

**The following pages are excerpts of the draft minutes of the Audit Committee Meeting of January 29, 2026 that are specifically related to the Florida School Recognition Program Accountability Audit.**

**The complete minutes, which include Committee discussion on matters not related to this item, are scheduled for Committee discussion and approval at their next scheduled meeting on March 12, 2026.**

MR. RHODES: Madam Chair, can I just make one point before the walk out of the room?

MS. FERTIG: Yeah.

MR. RHODES: With these two copies that are being left, can I get a show of hands of the people that need them, because what I might be able to do is get my staff to go ahead and make copies of those. We have one, two, three, four, five -- one, two, three, four, five, six copies that we need.

Would we be able, Octavia, to get from these copies here six copies made while we're waiting so that the board would be able to walk out with a hardcopy of what we have today?

MR. RHODES: Okay. Thank you.

MS. FERTIG: Okay. We are going to move -- we are going to move to the Florida School Recognition Program Audit. So --

Good morning. Welcome.

MR. DAVIS: Thank you.

MS. FERTIG: Okay. We'll turn it over to you.

MR. DAVIS: Good morning. Shaun Davis, S. Davis & Associate, managing partner. And with me Annette Lewis, our consulting manager. And

Annette's going to present this report. This is the agreed upon procedures report that we did for the Florida School Recognition Program. You have in your document the executive summary followed by our report. The scope that we were asked to perform and we put together, our observations, findings and recommendation, and we've also included the management response here.

MS. LEWIS: Good morning. Annette Lewis, S. Davis & Associates, senior manager.

To begin, on the executive summary, page number VI, we have a scrivener's error. Right where you see that first bullet, the three schools are missing documentation, that should have been on the line above. Can everybody hear?

Okay. In the executive summary page 6, that's number VI, we have a scrivener's error. Right where you see the first bullet on that page after 2022, that sentence should have been separate on the line above. We'll resubmit it with that correction.

So this report essentially required us to review the FSRP, the Florida School Recognition Program, otherwise called the A+.

Initially, we had some hiccups because

there's a portal where a lot of information would typically lie that was taken down by the time we got started. So staff had to do a heavy lift to get us the data that we required to review and do our testing. So I would say they did a yeoman's job and we really appreciate their efforts.

This looks on Florida Statute 1008.34, which created the program, and it was based on there being a need for performance incentive programs for faculty and staff of highly productive schools. So essentially it became an incentive for schools to do better, i.e., a letter grade, but there's also a sustainability component of the A+ program.

Charter schools, which is something that we encountered, they are a part of the public schools because the District sponsors and approves charter schools, but their rules are a little different as it relates to having a governing body that manages the program. We have in Table 1 -- I'm sorry, in the body of the report that shows the schools and that's just for presentation-wise so that you can see that there's no delineation as to whether a school is a charter school. That table begins on page 4.

There is no delineation between a charter school and a regular District school. So charter schools are a part of the public schools. So in our population we had to include charter schools. Initially, we did not anticipate that. So in here in the report it's separated by traditional schools and charter schools in order not to cause confusion with presentation of information as well as or as a result of our testing.

I'll go back to the executive summary. And a key or an important factoid is that we always have carryover. If all the money isn't expended we don't have to return it to the state. It sits there in our coffers, but it can be spent in subsequent years. However, the School Advisory Committee needs to approve it the same way it does each year. So the committee has specific requirements in terms of membership and we had a situation where we noted -- we didn't make it a finding, per se, there are some members because of what's going on with ICE don't want to volunteer or don't want to attend meetings because of the fear that, you know, there might be a raid or somebody might be singled out. So that's something that has to be worked out. And

we discussed it with staff and, you know, tried to put it in here for the -- for you to know that there's an issue, but it's not a finding because it's not something that the District can control.

MR. DAVIS: So on the bottom of page 3, iii, of the summary you will see --

MS. SHAW: Madam Chair? I do have a question on that, on membership. So there are requirements to -- to meeting those meeting dates. Are those being considered? And I don't understand the ICE -- the ICE issue. But what I'm saying is, there are requirements in terms of meetings and those members must attend a certain number of meetings. Were those considered? Because if they were not attending those meetings prior to these current issues that we're facing across the country, then whether or not it's an ICE issue or some other issue that is prolonging them from attending the meeting, was that considered? I understand the ICE issue, that is something that the District has control over when members are not attending those meetings.

MS. LEWIS: Yes, we did consider because we pulled or requested all of the meetings, the agendas, the rolls and what have you, it's in the

most recent year, which is school year 2024, that we started to see the pattern and made inquiries even for 2025. So that was more of a follow-up with the makeup of the committee. But in terms of '22, '23 and '24 the traditional schools had no issues. We didn't find any compliance matters, nothing was noted. But in our observation while reviewing the data it did come up.

MS. FERTIG: So I'm gonna just -- just something else that Lew and I had worked on in another committee a few years ago, so you're saying that the teams, the SAC teams in 2022, 2023 were compliant -- I mean, they were full teams compliant with state statute on the membership.

MS. LEWIS: '24 inclusive, as well, but, you know, we started to look at, hey, what's going on? This seems a little strange, what is the situation? Because we have a tendency in the current year to kind of peek at it as well.

MS. FERTIG: Okay. Yeah, we had just noticed several years ago through another project we were working on that we could not necessarily find the teams membership and it did not -- so I was -- I

had that flagged, too, Phyllis. Thank you.

I'm glad you looked at that because that was going to be my suggestion that we review that district-wide.

MR. DAVIS: So the other thing that I was just echoing with what Annette was talking about on the executive summary is the disbursed and unspent. So in 2023, disbursed 22.2 million unspent 1.2 million, that's the carry forward. In 2024, 16.3 million with an unspent of 1.6 million. In year 2025, 22.3 million disbursed and 1.6 million is the carry forward. Total for the three years, 61 million disbursed, 4.5 million unspent.

MS. LEWIS: And the charts are in Exhibit 4 and that's for each year. And as you look at the table you will see that there are several other programs, so we cannot necessarily isolate from the beginning of time. So if that is to be done -- well, literally, between budget and finance they do know what the actual number is for the FSRP funds. However, all that needs to happen is they -- it gets rolled up in terms of the process of determining what to use the moneys for and of course it has to be in line with the

program. So that's, you know, something else that can be contemplated. If there are additional, you know, teachers, or equipment, or items that are in compliance with the spending requirement, that can be considered going forward based on the actual amounts. And as you can see we had 4.5 million left over for just those three years.

MS. FERTIG: Go ahead, Lew.

MR. NAYLOR: Yes, I see on page 9 and 10 you talk about before the funds are disbursed to the schools that benefits are removed. So when money goes to the school, does that mean the benefits have been taken out of 100 percent of the award? Because many schools don't use the entire award for bonuses for staff. They use it for purchasing equipment, as you've already mentioned.

So I'm just trying to make sure that the school is receiving the funds that they should be allotted based on the use.

MS. LEWIS: They are. It's just that budget has a certain way of calculating and communicating it to the school improvement. Essentially all the numbers that they get

initially are in a budgeted plan. So at the end of the day, depending on what the actual final number is, some benefit numbers -- and we're just talking about FICA, the Social Security and Medicare, it doesn't pay for other types of benefits to which an employee, i.e., a teacher is --

MR. NAYLOR: Correct. And I sit on SAC teams, so I understand the entire process. My question is, is the District withholding funds that could be used at the school level because they're deducting 100 percent of the award -- they're deducting staff benefits from 100 percent of the award, versus giving the school 100 percent of the award, then determine the use and deduct the benefits from that?

MS. LEWIS: As far as in our testing and our documentation the FICA/MICA is -- the school is not physically getting those funds because payroll is processed at the district level.

MR. NAYLOR: Correct.

MS. LEWIS: So those monies are kept in order to meet the requirement, the payroll compliance. So if for argument's sake 50,000 goes to the school of which 10 is to pay payroll taxes, they

are only going to get 40.

MR. NAYLOR: And what if they don't use that entire award for bonuses?

MS. LEWIS: If they don't then that rolls up as unused funds.

MR. NAYLOR: Does it go back to the school?

MS. LEWIS: You know what, we did not actually go that deep, because it's still in the fund and I would presume that since it was allocated to that school it would be in that school's bucket.

MR. NAYLOR: Okay. Because when I --

MS. FERTIG: Could we find that out?

MR. NAYLOR: Yeah. Well, I think Mr. Strauss -- Dr. Strauss has a response. But I've sat on many SAC teams where we voted for staff allocations, including equipment. So staff allocations were based upon the net dollar given to the school before that decision was made not to use 100 percent of the award for staff bonuses.

So Dr. Strauss seems to have an answer?

MR. STRAUSS: Just simple Mister.

But, yeah, so you're correct, Mr. Naylor. What you were describing -- what you described

happens and then as far as the unspent, it does sit in the school's budget. So using her example of the 50,000 and the 40, if 38,000, you know, were paid out, the 2,000 would sit in the school's budget under the A+ funds.

In regards to what you're asking, so if I got 50,000 -- I'm going to make it a little simpler, 100,000, and the school SAC team, SAC council voted for 10 percent to be used for school, you know, materials uses, so what typically would happen is that 90,000 would be payroll, that would get the fringe taken out, the 10,000 would be separated. Your question is, do they do that? I can only speak from my prior experiences many, many moons ago, we used -- as principal I would contact the office and say, hey, here's the decision, so separate -- exactly what you're describing is what I would say to the budget office and the budget office would make sure that the 10,000 would be separated and then only the fringe would get taken out of the 90,000. So that does occur.

MR. NAYLOR: Okay. But that occurs after the SAC team has already voted on the dollar amount to be awarded.

MR. STRAUSS: Correct. Because the budget office doesn't know what each individual school's decisions are. Some say 5 percent, some say 10 percent, some say 0 percent.

MR. NAYLOR: Right.

MR. STRAUSS: So it just depends.

MR. NAYLOR: Thank you.

MS. FERTIG: Yeah, go ahead, Phyllis.

MS. SHAW: Madam Chair and Ms. Lewis, I have a question. I know it's -- and I've been with Lew, we have been on SAC at a number of schools together, it's supposed to be fringe, not your Social Security, not your payroll taxes. So I'm hoping that the money that's been set aside is going actually for fringe, which would be your retirement, similar, those similar type of benefits, not your payroll taxes, your Social Security, et cetera. I want to make sure that is the case.

MS. LEWIS: You know, I will follow up with staff to ensure -- to qualify again what it is. So I can do that.

MS. FERTIG: Can I ask another question?

MS. LEWIS: Sure.

MS. FERTIG: What's the breakdown of these 4

million and 500,000 between traditional and charter schools?

MS. LEWIS: When you say -- the actual number breakdown?

MS. FERTIG: The money that has not been spent.

MS. LEWIS: This number is just for traditional schools, just for the District.

MS. FERTIG: So this is just traditional. Thank you.

MR. NAYLOR: Madam Chair?

MS. FERTIG: Okay.

MR. NAYLOR: Madam Chair?

MS. FERTIG: Yes, go ahead.

MR. NAYLOR: Just one. I see that your analysis covered a three-year period, the first two years relatively 66 percent of the schools selected were traditional but on your slide here it seems that it leaned really heavy to charter. Did you find any issues at charter that would lead you to select more charter schools? Or how were the schools selected, I guess, is a better question.

MS. LEWIS: So we looked at the total population and in this case it's just random

sampling once we determined the traditional schools and the charter schools. So we -- after we confirmed with the state that this is what it is we just went ahead and selected the sample. So it just so happened that -- I'm actually forgetting off the top of my head how many were actually charter schools.

MR. NAYLOR: Well, in the last year there was 11 traditional, 14 charter. And there's only -- I don't know how many charter schools there are in the District, but it seems like a large, a rather large percentage for representation for an audit. I'm just asking the question.

MS. LEWIS: Yeah, it's just an observation --

MR. NAYLOR: Yeah.

MS. LEWIS: -- on your part.

MR. RHODES: Madam Chair?

MS. FERTIG: Yes.

MR. RHODES: Just to that, to your question, it's my understanding that the current number of charter schools within the District is somewhere around 87.

MR. NAYLOR: All right. Okay. Thank you.

MR. MAYERSOHN: Madam Chair?

MS. FERTIG: Yes.

MR. MAYERSOHN: From Tallahassee --

MS. FERTIG: From Tallahassee, a thought, yes.

MR. MAYERSOHN: So, first of all, on page 4 on the executive summary, I guess in response to Ms. Shaw's question, it does say here that the budget office imports the FDOE award files, blah, blah, blah deducts fringe-benefit reserve amounts and then notifies the schools, so it does say fringe benefits. Whether or not that actually happens, that, I would be interested in to see that it does that.

The other thing, if you go down a little bit further to that third bullet where it says "The SAC must" conduct a secret-ballot vote where the majority, 51 percent, is required for approval. I don't think that is accurate. I don't think that it's 51 percent. I think it's 50 plus one, so it would be a majority. So if that could be checked to make sure there is a correction. And I think the wording of secret ballot sounds a little nefarious as opposed to a closed ballot.

MR. NAYLOR: That's why you're in Tallahassee, Bob.

MR. MAYERSOHN: I know.

MS. FERTIG: Okay. So are you suggesting those -- those -- that they make those changes prior to submitting to the board?

MR. MAYERSOHN: The 50 percent plus one needs to be changed. I would suggest that it's a closed ballot as opposed to a secret-ballot because I don't think the wording in the statute is secret ballot, but it sounds a little, you know, like, here, secret ballot, these are the changes.

MS. FERTIG: Okay. Are we -- Mr. Rhodes.

MR. RHODES: Yeah, my question is, is this more of a recommendation from an operational standpoint versus what it would take for this report to be transmitted? Because it sounds like it's making a material change in the way that operations do their business at the schools as opposed to what it is that they reviewed and what they reported on their report. I just want some clarification on that.

MS. SHAW: I believe the 50 plus one should be changed. That's what's needed. That's what's needed.

MR. RHODES: Okay. And the auditors, do you guys have that -- is this something that you

can -- you can make as an amendment to get this transmitted with that amendment pointing to that point or is the committee suggesting that this needs to come back to the next meeting?

MS. SHAW: I don't think it needs to come back.

MS. FERTIG: I don't know. I think it's just part of our motion that we're going to recommend -- whoever's going to make the motion we're going to recommend they change those two things.

MR. RHODES: Oh, okay.

MS. SHAW: Actually, one more. On page -- page 3. So the independent report is separate from the executive summary and so if those reports are separated my concern is on page 3, right, on the methodology that it be spelled out since this is the first time it is in this actual report. I know it is in the executive summary, but someone who's not aware of what it is, I believe it should be spelled out here. Since you're making those changes, you should probably make that change as well.

And I'll make a motion to transmit with the recommended changes, Madam Chair.

MR. NAYLOR: Second.

MR. DE MEO: I have some questions first.

MS. SHAW: I'll withdraw my motion.

MR. DE MEO: Some general questions about the audit. I'll start with the auditors, Mr. Davis and Ms. Lewis.

Was the scope of the audit agreed upon with the school board?

MR. DAVIS: Yeah.

MR. DE MEO: And who -- who -- who primarily did you discuss the scope with.

MS. LEWIS: This was with the chief auditor.

MR. DE MEO: The chief auditor; okay.

Was the -- were there systems in place? Were you satisfied with the internal controls over the compliance with the FSRP program?

MS. LEWIS: Yes, for traditional schools we had no findings. We had a few for charter schools.

MR. DE MEO: Okay. And were the management responses that you received adequate and actionable?

MS. LEWIS: Actionable? Yes. Some presented a little different than we had anticipated, i.e., you know, they had cause, action and a follow-up plan.

The school that I had or that we had a little bit of an issue with is Somerset Academy where they had the issue description, supported documentation, you know, they did not outline as to exactly what they were going to do or, you know, reference that it was going to be managed going forward, that these items are, you know, they are going to do business this way when in fact for us it doesn't matter how you necessarily achieve it as long as it's done and you're in compliance. Because every organization has their own structure and manner in which, you know, they get business done. We needed to just make sure that if the charter school did not have a SAC their governing body made sure that the rules were -- they're in compliance with the rules and whatever is required by the FSRP program is being achieved.

There was some issue -- not issue, some conversation that we had to get sorted in terms of charter schools not -- the District is responsible for them because they sponsor them but they're technically not allowed to get involved in the operation of the charter schools. So we just have to make sure that they meet the

criteria and the SAC and, you know, have more monitoring of their results to ensure that, you know, it doesn't come back to the school, the District I should say, in terms of not having oversight over certain things.

MR. DE MEO: Mr. Strauss, is there -- are you satisfied with the monitoring of the remediation of some of these issues, especially the documentation?

MR. STRAUSS: I can only speak for the BCPS schools. I know they have checks and balances, the school does, then it goes to our school improvement department, they check on it, our directors have even added more layers this year to do the payout quicker. So I can only speak for the District-run schools. I definitely think we have a tight process.

MR. DE MEO: So how do we monitor the charter schools then?

Well, let me ask you this. The auditors, did you discuss your findings with the individuals that, let's say, created the findings, the individuals actually performing those procedures?

MS. LEWIS: We shared the findings. We worked through Dr. Hudge's team to deal with the

charter schools. So we did not speak directly to them. The findings were shared. Any discussion -- actually, there wasn't anything, per se, that they pushed back on. We just asked for the management response. If there was an issue we -- Dr. Hudge would come back and say there's a problem. Other than that we did not speak directly to them.

MR. DE MEO: So, Mr. Rhodes, do you get involved with monitoring the, you know, the remediation, improving on the documentation and so on?

MR. RHODES: So, this is the first time that we have done an audit in this field, this area, and so I would say that because of the responses not being -- well, first of all traditional schools didn't require any responses. But the responses not being adequate to the degree that we're talking about them today, I would manage -- I would recommend that we would follow up on that in a reasonable amount of time, 60 to 90 days, to find out what it is that they've done to bring these things into compliance or to change their business practices to ensure that they're complying with the statutes that guide their work

the same as we have the guidelines.

MR. DE MEO: That brings me to my last question. So there's risks with documentation. How are we going to avoid that in the future -- I mean, you made some recommendations, but without -- can you affect monitoring as chief auditor?

MR. RHODES: We can -- we can follow up, but with regard to their requirement to comply with Florida statutes that guide how you use these funds when they're distributed --

MR. DE MEO: Mm-hmm.

MR. RHODES: -- the -- the board that is selected, the board of directors for each of these individual schools, and in some cases there's a batch of them because they're done by managed groups, they have a responsibility on their own to comply with these statutes in accordance with the sponsor agreement that we have with them. That puts and shifts that requirement onto them.

If we see this and we monitor it and we see that they're still not doing this, we would then take some steps that would be to write them a letter to identify that they're not in compliance

with the items that we identified in this audit and they haven't taken the steps necessary to do that, please provide us with some type of a plan to get into compliance. And we wouldn't really be able to, as an audit department, specifically, we wouldn't be able to enforce any of that, but we could report that to the group that monitors charter school activities and monitors the sponsor agreement between the board and their respective charter schools in question to make sure that they are in compliance with their sponsor agreement. And if they are not, that would be the place where any of this accountability would happen.

MR. DE MEO: It's kind of confusing for me because these are agreed-upon procedures and they're not party to the agreement. They may not feel compelled to provide documentation or follow certain procedures. It's kind of confusing to me. I don't know if anybody can clarify that. I don't understand the structure, I guess.

MR. RHODES: To -- to that point, we've had a few different matters that are not similar in nature but also tie back to their sponsorship agreement and the failure to either comply with

that or the statutory requirements that are set forth in that agreement for that board to comply with, and we've had to let that contract, the four corners of that contract, be what's determinative. For example, at the time that they would come back to get an extension on their charter, those types of things would be documented and would be a part of that discussion at that time.

But, again, from -- if I understand your question correctly, the Office of the Chief Auditor has no authority to both monitor and enforce any of the requirements. We simply have the ability, similar to traditional schools where we would bring it up and then management has the requirement to enforce whatever that would be. In this situation, if they didn't have a SAC, and my understanding is that a lot of those don't have a SAC, and, therefore, their board of directors becomes the SAC, they would be the ones who would be responsible for enforcing those requirements of the statute and how those funds are distributed and spent.

MR. DE MEO: Thank you.

MS. LEWIS: I should add, when we initially

started out with this engagement we initially thought it would only be traditional schools. It was not until we got the information from the state that -- and the definition after several conversations with the district and the FDOE that because the charter school is sponsored by the District it becomes a public school and eligible. So that's where, you know, the clarification or, you know, issues -- but shortly after that when we did the selection we did -- well, not S. Davis & Associates, directly, it was communicated with staff that we ended up talking through and they reached out to the charter schools to let them know that the audit would include them based on the definition of public school.

MR. DE MEO: Yeah, I think it's important, especially for the auditors while you're performing the audit, it appears to me that the school district is responsible for the -- these funds from start to end, from receipt to disbursement. And it's not clear to me what kind of control we exert over these public -- these charter schools with regard to those funds and any other fund.

That's my concern. I don't know that we can

resolve it right now.

MR. RHODES: We don't have to resolve it right now, but I would like to give you just a bit of background on where we have kind of followed that through to its logical conclusion. We were asked back when the OIG was going to be -- become -- provide oversight to the school district, that there was a series of areas and/or functions that the OIG would not have purview over. Some of those had to do with after-school care, 501(c)(3)s that do business with schools to raise funds, and what became -- what became to be the hinge of that discussion was that the District has no authority or ability to go in and to try to do anything that would challenge the control of the 501(c)(3). So the 501(c)(3) has its own relationship with the state where those responsibilities are concerned. We just have the ability to watch whether or not they're properly doing their business and that they're solvent and that that is in compliance with the sponsor agreement, which is why I brought that up earlier. Because the sponsor agreement is the part that really shows us where we do have the ability to interact with them. But from the

standpoint of governing controls of their organization, we don't have that ability to interact with them there or to assume any form of that control.

So we can then use the sections of the sponsorship agreement if we have a situation where we find that they're not complying or that they're habitually out of compliance to use to try to either get them into compliance or to let them know that this could have some impact on their future sponsorship agreement.

MR. DE MEO: Unfortunately, that brings up another question.

Mr. Davis, were you able to get management representation letters from charter schools or did you -- did you use rep letters?

MS. LEWIS: We did a rep letter at the district level with the Office of the Chief Auditor.

MR. DE MEO: It might be worthwhile considering in the future maybe getting rep letters from the charter schools, each one individually, and then one collectively from the school district.

MS. FERTIG: Okay. Anybody have anything

else? Yes, Rachel, go ahead.

MS. ROSAS: Yeah, I'm kind of new here, so I've never been to a SAC meeting, but my question was on page 33, Everglades High School had 211,099 carryover in the first year and then they had a carryover of 205,403 the next year, and then the following year they had the same carryover, 205,403, and I'm just trying to understand why the same number would be carried over for two years. I don't think it's because of ICE, which is what you were mentioning, but I wanted to kind of follow up to make sure that the money actually gets used for school recognition. Like does the SAC monitor the funds to make sure they eventually spend the money? I just don't know why anyone would not spend their 200,000 from one year to the next.

MS. FERTIG: Yeah, go ahead.

MR. STRAUSS: So that's not a carryover, that's the amount that the school received, the 211, then that's most likely what got disbursed out; if I'm looking at the report correctly.

MS. ROSAS: Well, no, there was a balance column and then they are saying what amount was still left over. Because every year there's

about a-million-two or a-million-six left over that carries forward to the next year. And the state allows you to do that. They allow you to carry it forward, but it needs to be spent on school recognition.

MR. STRAUSS: Right. But I think the far right column, I think that's what you might be looking at as leftovers, adjusted balance after, that's -- I think this is a District finance report that shows a plethora of things. The only thing that's significant here is the column that speaks to school recognition. And it doesn't show what was unspent out of that school recognition.

MS. ROSAS: But the carryover total, that's where I got the idea.

MR. STRAUSS: What page are you looking at?

MS. ROSAS: So the second column from the right, if you look on page 42 --

MR. STRAUSS: 42?

MS. ROSAS: -- it says carryover total, and the place that it got that from was the 205,403 plus the 25,145. I was just asking, do they follow up to see whether the amounts that get carried over actually get spent on school

recognition or can they just carry over on this report forever?

MS. LEWIS: We spoke about that a little bit earlier.

MS. ROSAS: Mm-hmm.

MS. LEWIS: The monies, it could be several reasons why you didn't expend, because through the process they anticipate how much they would be getting and by February 1st of every year the -- the SAC has to commit to what monies are going to be expended on from the groups. And if you cannot reach -- you cannot have a concurrence or everybody agrees what will happen is that it gets distributed to the teachers and faculty. But that aside, if there are carryovers, it just carries over in perpetuity, but the schools are allowed to include it in the SAC reserve budget for disbursements for, you know, the appropriate reasons. But that's the key piece that we ended up -- you know, when we discussed it with the state, what happens to carryover monies; can the school spend it; does it need to go back to the state? It does not need to go back to the state; the schools can use it; but it has to be in accordance with the -- with the plan -- the

program.

MS. ROSAS: Yeah. All right.

MR. RHODES: And through the Chair? For clarification, that section that we're talking about, you've got to go down to page 43 before you see what the footnote means with regard to the column that's talking about, regardless, as well as the footnote number 2, which is the end-of-the-year balance adjustment.

MS. ROSAS: Yeah. Yeah, I saw that.

MR. RHODES: So that might help bring some clarification to some of the other members, as well.

MS. LEWIS: And to add to that the fact that everything is being rolled up over several programs, we don't know exactly what the total balance is for -- for FSRP or -- what is it called, the school recognition program. So that's why we isolated the three years that we -- that we reviewed or we tested.

So that's, you know, a little bit, just a tidbit. Because we cannot necessarily isolate from this table. But we included it so that readers could see what, you know, how it's carried over and the state calculates it.

MS. FERTIG: How long do they carry over? I mean, just indefinitely? Can they continue year to year to just not spend?

MS. LEWIS: There's no legislation or any rule that dictates, you know, how long you carry it over. But I think now that we've looked at the program, the monies can be used but it just has to be for, you know, faculty, equipment or, you know, folks to help each school improve.

MS. BARON: For those schools where you weren't able to identify or verify whether the funds were received or spent on allowable expenses, about how much were we talking about there, either gross or for the individual schools? Can you quantify those amounts?

MS. LEWIS: I would say that wasn't a part of the scope for this engagement, so that would be something else that if the District and the chief auditor thinks, you know, they can get on the plan it can be looked at.

MS. SHAW: Madam Chair, Chief Auditor, I think this is one of those -- because it's a lot of money and I think it's one of the areas that we really probably should take a deeper dive, create some kind of process procedure. Because

when you have $4.5 million sitting around that could affect the lives of our -- of our teachers and our student and it's being carried over, number one. Number two, the mere fact that there's not an accounting -- real accounting of how, what, where, when, for me is an issue.

So I think we probably need to kind of take a step back and look at how best we can -- the District can manage this. I understand as it relates to the charter schools, that might be a little bit more difficult, because they're not -- while they're under the umbrella they're not directly under the umbrella compared to any of our traditional schools, but I think this is where some policies and procedures need to take place to determine whether or not that carryover should be a number of years. Because I tell you, if you go and look at all the schools, especially the schools that my children have attended, the Northeast High Schools and all those schools, and I remember as a SAC chair being involved and I was very adamant about the money being spent and not sitting there waiting for -- something to happen. But this is where some real policies need to be put into place that the money is spent

and that other auditing is being done. I congratulate you for this being the first of this type of audit and I hope to see many others, but we really -- this is one of the processes that I think we need to tighten up.

MR. RHODES: And if I could respond to that briefly? I'd like to share that congratulations with Mr. Naylor, because there was a day, a meeting that we had when Ms. Marte was here, she was talking about acknowledgment as well as recognition funds and I think we were talking about how acknowledgment funds had ceased back in '22. But it led to an understanding that it was clear that no one on the committee had seen a report that would provide any level of either knowledge, accountability or monitoring need going forward.

So I will accept the kudo for looking at something that hadn't been looked at for a long time, but I would be lying if I didn't say I expected some of the responses that we got from this after having such a long time since it was looked at, that we would have some of the questions that are being brought up today. I didn't know at the time that we were putting this

together that there was going to be some type of a charter school hook that we couldn't avoid. And I wouldn't want to avoid it. It's just a matter that at the time we were looking more at the traditional schools because it seems like an easier way to not just look at the program, but look at the larger part of the program with also having access to the leaders who can provide us these answers.

When you get out into the wild, I'll call it, the world of charter schools, and I don't mean that to belittle charter schools in any way, I just mean that each individual board of directors can have a completely different set of rules that they put together that we have to study each of them individually the same way that we would the full gamut of traditional schools.

So I do believe that it does open up the need and identify the need for us to look at it more frequently and also to look at if there is any possible way we could work with, from some of these findings in the charter school area, with our charter school group to say, is there language that we might be able to capture in the sponsor agreement that would give more direct

accountability for how they would have to do it so it wouldn't be so vastly different among organizations.

Thank you.

MS. FERTIG: Bob, I think you had your hand up. Bob Mayersohn?

MR. MAYERSOHN: Yeah, can you hear me?

MS. FERTIG: Yeah. Barely.

MR. MAYERSOHN: I mean, I don't want to say Mr. Rhodes stole my thunder, but I remember, I don't know, four or five years ago we had a gentleman who came from a school and a lot of us didn't know what the SAC funds were being used for and provided a report. I think this is more of a district, and obviously, you know, with charter schools our hands are tied to some extent, but just a little more district operational to provide some sort of budget or accounting report to SAC members to determine where that money is going and how it's being spent.

MS. FERTIG: Thank you. Lew.

MR. NAYLOR: Yeah, the -- this is to the auditors. The question I have is the Florida Recognition School or -- I think it's the Florida

Recognition School Program or whatever it is, it -- is that the only program that would be included in this audit?

Because I'm looking at a school that I sit on the SAC team and I don't see them recognized on any of the state websites. And as a SAC member I don't remember actually voting for school recognition funds. And that -- I'm just curious if there was another level of awards that were included in this slide.

MS. LEWIS: So to rephrase, so that I'm understanding your question, there is a particular school that --

MR. NAYLOR: Is included in the audit that from my recollection didn't receive school recognition dollars.

MS. LEWIS: That's -- that's possible.

MR. NAYLOR: Oh, it's possible?

MS. LEWIS: It's possible. And that was another conversation or long discussion that we had in terms of who is eligible and who meets criteria.

So all schools, technically, are eligible because they -- they have grades. But in terms of eligible for an award, they have to have an

improved -- let's say they go from an F to a C school --

MR. NAYLOR: Right.

MS. LEWIS: That's two grades, so they're eligible to get physical funds as award for that improvement. Even if they took the F to a D. So it's based on what's available in the state for funding of the program and their actual performance and the factor of sustainability.

So it's possible that not all schools get money. They just have to meet the criteria for the program in order to get, you know, dollars or funds, money.

MR. RHODES: Madam Chair, if I could respond just -- it might create a bridge here.

When you were talking about eligibility and meeting criteria before it's determined who it is that receives these funds, is it possible that the school he's talking about may have shown up on the master list but not in the --

MS. LEWIS: It's possible. Correct.

MR. RHODES: That's all I wanted to try to determine.

MS. FERTIG: Yes, go ahead.

MR. STRAUSS: I know the school that you're

speaking of. I assume it's the high school you're speaking of?

MR. NAYLOR: No.

MR. STRAUSS: Oh, no?

MR. NAYLOR: No, Lloyd Estates.

MR. STRAUSS: Okay. It's potentially possible that they would have received rewards even 10 years ago, but as you've heard they continue to carry over. So in these years if they didn't receive funds I'm just thinking, you know.

MR. NAYLOR: Okay. But what type of audit would you get from them?

MR. STRAUSS: Yeah.

MR. NAYLOR: I mean, that was the school. I mean, I don't remember us voting and I know Ms. Allen would not have been shy about tooting her horn.

MS. FERTIG: Okay. We're getting -- we've got five more audits to go through plus some other issues. So I'm going to suggest -- this was a great -- I mean, this was really -- you can tell how interested we were with what you did and thank you. And I think it leaves us with a lot of possible follow-ups and questions and things

can happen, particularly with the carryover dollars. But is there a motion to transmit? I'm just reminded you want those scrivener's errors corrected.

MS. SHAW: Yes, motion to transmit with the recommendation from earlier, those recommended changes.

MR. NAYLOR: Second.

MS. FERTIG: Okay. All in favor.

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Opposed?

(No response.)

MS. FERTIG: Okay. Thank you so much. We'll transmit it.

We are up to number 8, HCT - Performance Audit Report - Deaf and Hard of Hearing Project.

MR. RHODES: Madam Chair, may I have two minutes?

MS. FERTIG: Two minutes?

MR. RHODES: Yes. Thank you.

MS. FERTIG: We're on a two-minute break in case anybody wants to --

(Whereupon, a brief recess was taken.)

MS. FERTIG: Okay. I think we're ready to start up. Our next agenda item is number 8, HCT

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | DD. Chief Auditor |
| **DEPARTMENT:** | Auditing |

| | |
|---|---|
| Agenda Item Number: | DD-4. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**Internal Audit Report Behavioral Threat Management - Training Program SY25-26**

**REQUESTED ACTION:**

**Receive the Internal Audit Report Behavioral Threat Management - Training Program Audit for the School Year 2025-2026. 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 Executive Summary.

**EXHIBITS:**

- Executive Summary
- OCA - BTM Training Prog Audit
- Minutes Excerpt 01-29-26

**FINANCIAL IMPACT:**

There is no financial impact to the District.

**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: | Dave Rhodes | Phone: | 754-321-2400 |
| Name: | Mark Magli | Phone: | 754-321-2400 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Senior Leader & Title

David G. Rhodes, Chief Auditor

Signature

David G. Rhodes, Chief Auditor

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dave Rhodes
Title: Chief Auditor
Phone: (754) 321-2400

**EXECUTIVE SUMMARY**

Audit of Behavioral Threat Management (BTM) Training Program for the School Year 2025-26

**Board Meeting Date:** March 10, 2026

**Requested Action:** Receive Internal Audit Report on the Behavioral Threat Management (BTM) Training Program for the School Year 2025-26.

**School Board Policy Requirement/Authority:** Policies 1700 Office of the Chief Auditor and 4380 Behavioral Threat Management

**Statutory Requirement/Authority:** Florida Statute1001.42(12)(l)

**District-zone Impact:** District-wide

**Impact of the School Board's Vote:**
**- If the School Board votes "Yes":** The District would formally receive the audit report on the District's BTM Training Program effectiveness and compliance with applicable laws, rules, and policies.
**- If the School Board votes "No":** The District would not formally receive the audit report as required by Florida Statute, which could result in noncompliance with statutory oversight requirements.

**Background/History**
In accordance with School Board Policy 1700 and the Audit Plan for the 2025-26 fiscal year, the Office of the Chief Auditor conducted a compliance audit of the District's Behavioral Threat Management (BTM) Training Program for the 2025–2026 school year, covering the period July 2025 through October 2025.

The audit assessed compliance with SBBC Policy 4380, Behavioral Threat Management, the Florida Harm Prevention and Threat Management Manual, and Florida Administrative Code Rule 6A-1.0019, Threat Management, with emphasis on the establishment of threat management teams and the completion of required training and orientations, as outlined in nine attributes identified by the OCA. The scope included 229 locations—223 schools and six adult and pre-kindergarten centers—and excluded charter schools and the student threat assessment process.

The audit noted significant improvement over the prior year. The implementation of a centralized SharePoint site to collect BTM training and orientation documentation substantially improved compliance and accountability. All but three schools uploaded required student orientation documentation, compared to 94 schools that did not comply in the prior audit. Training compliance also improved. Nearly all school-based BTM team members completed the required training, with only two exceptions—an improvement from the 39 non-compliant team members identified in the prior year. All team members subject to the Florida Model Refresher Training requirement completed the training within the required timeframe.

Overall, the District and schools met the requirements for seven of the nine attributes. The audit identified two low-risk findings affecting 27 of the 229 locations reviewed:

**Finding 1** (Low Risk) relates to the **completeness and timeliness of BTM training** (Attribute 6). While Florida Model Training Day 1 was completed by all 1,109 employees reviewed, two exceptions were noted for role-specific and refresher training, as well as delayed completion of Day 1 and role-specific training for 22 team members. In all instances, training was ultimately completed, and no ongoing gaps were identified.

**Finding 2** (Low Risk) concerns the **timeliness of school-based staff orientations** (Attribute 9). Three schools did not complete staff orientations by the required due date; however, all orientations were conducted during the first week of school and documentation was subsequently uploaded.

The OCA concluded that the District's BTM Training Program is generally effective and substantially compliant with applicable laws, rules, and policies. The identified findings are limited in scope, present low risk, and can be addressed through routine oversight. Continued emphasis on timely training completion, documentation, and communication of procedural expectations is expected to further strengthen compliance in future school years.

The Audit Committee reviewed and approved the transmission of this report to the School Board at the January 29, 2026 Audit Committee meeting.

**Alignment to 2027 Goals and Guardrails:**
This item aligns with school-focused outcomes through Guardrail 4 - Accountability, which includes expectations, evaluation, transparency, and continuous improvement.

**Measurable Outcome(s)/Return on Investment:**
Continued compliance with regulatory requirements and School Board policies and procedures.

**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 | — | — | — | | |

**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

# OFFICE OF THE CHIEF AUDITOR

# INTERNAL AUDIT REPORT

## BEHAVIORAL THREAT MANAGEMENT – TRAINING PROGRAM

## FOR THE SCHOOL YEAR 2025-2026

Established 1915
BROWARD
County Public Schools

**To be presented to the:**

**Audit Committee**
**On January 29, 2026**

**The School Board of Broward County, Florida**
**On March 10, 2026**

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

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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.

**browardschools.com**

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# TRANSMITTAL LETTER

January 22, 2026

Members of the School Board of Broward County, Florida
Members of the School Board Audit Committee
Dr. Howard Hepburn, Superintendent of Schools

In accordance with the School Board of Broward County, Florida ("SBBC" or "District") Audit Plan for the 2025-2026 School/Fiscal Year, the Office of the Chief Auditor ("OCA") conducted a compliance audit of the District's Behavioral Threat Management ("BTM") Training Program for the School Year 2025-26, period July 2025 through October 2025.

Our report is organized into the following sections:

| | |
|---|---|
| **Executive Summary** | Brief description of the audit subject area, audit scope and methodology, scope limitations, and results |
| **Objectives** | Goals for the audit |
| **Background** | Summary of the audit subject area and the impact on the District and District personnel responsibilities |
| **Scope and Methodology** | Audit scope and approach, significant procedures, OCA's and District Management's responsibilities |
| **Findings** | Errors noted during the audit and improvement recommendations related to the audit subject area |
| **Appendices** | Supplemental documents |

We would like to thank all those who assisted the OCA in this compliance audit.

Respectfully Submitted,

Dave G. Rhodes
Chief Auditor,
Office of the Chief Auditor

## EXECUTIVE SUMMARY

In accordance with the School Board of Broward County, Florida ("SBBC" or "District") Audit Plan for the 2025-2026 School/Fiscal Year, the Office of the Chief Auditor ("OCA") conducted a compliance audit of the District's Behavioral Threat Management ("BTM") Training Program for the School Year 2025-2026.

The audit focused on the requirements related to establishing the BTM teams and training team members, students, faculty, and staff as per SBBC Policy 4380, *Behavioral Threat Management (BTM)* (amended 10/15/2024) ("BTM Policy"), *Florida Harm Prevention and Threat Management Manual* (August 2025) ("Florida Model Manual"), and Florida Administrative Code Rule 6A-1.0019 *Threat Management* (amended 8/19/2025) ("Rule 6A-1.0019"). The scope did not include reviewing the student BTM assessment process and Student Support Management Plans ("SSMP"). Charter schools were also not included in the scope.

After reviewing the BTM Policy, Florida Model Manual, and the District BTM department's procedures, nine attributes were identified. The attributes are focused on the requirements and timelines related to 1) appointments of at least four BTM team members with expertise in counseling, instruction, school administration, and law enforcement as well as designation of a Chair and Vice Chair of the team; 2) Florida Model training of team members such as basic Day 1 training and, when applicable, role-specific and annual refresher training; and 3) annual orientations of students, school board employees and school-based staff. This report's Attributes Reviewed section outlines a detailed listing, and references of the attributes tested for 229 locations, including 223 schools and six adult and pre-kindergarten centers.

The OCA identified two findings for 27 of the 229 locations reviewed. Of the nine attributes, the District and the schools met the requirements of seven, and errors were found for two, as summarized below. Detailed descriptions of the results and recommendations for improvement are included in the Findings section of this report.

The OCA noted that the BTM department implemented procedural enhancements following the prior year's audit of the 2024–2025 BTM Training Program. A key improvement was the introduction of a SharePoint site to centralize training certificates and orientation documentation for all schools. This change significantly increased compliance with District procedures compared to the previous audit. All but three schools uploaded orientation documentation to the SharePoint site, a marked improvement from the 94 schools that failed to comply in the prior year.

Significant progress was observed in meeting training requirements and adhering to mandated deadlines. Nearly all school-based BTM team members completed the required training, with only two exceptions—an improvement from the 39 non-compliant team members identified in the prior year. Furthermore, all team members successfully completed the Florida Model Refresher training within the required timeframe.

# EXECUTIVE SUMMARY – Continued

## Summary of Results

| District / School BTM Roles (Attributes 1 - 4) – *No Exceptions* | BTM Training (Attributes 5, 7, and 8) – *No Exceptions* |
|---|---|
| • The District Threat Management Coordinator was appointed timely.<br>• The District and school-based threat management teams were established timely and comprised of the required team members, Chair and Vice-Chair.<br>• Team member roles were assigned in accordance with the Policy and the Florida Model Manual requirements. | • The District threat management team members completed state-required training timely.<br>• The District and schools* oriented students and school board employees on recognizing concerning behaviors or threats and to whom such behaviors or threats should be reported.<br>* *Three schools complied with the requirement but did not follow the BTM department's procedure to upload student orientations documentation to the SharePoint site* |

| Low | Finding 1 – Completeness and Timeliness of the BTM Training (Attribute 6) |
|---|---|

**Completeness** – There were no exceptions for the Florida Model Training Day 1. However, completion of the additional required training could not be verified for 2 of the 1,109 reviewed employees.

- Role-specific Training could not be verified for 1 employee appointed as a Vice Chair. As of October 6, 2025, this employee resigned and was replaced with a fully trained team member.
- Florida Model Refresher Training could not be verified for 1 employee who completed Florida Model training prior to July 1, 2025. Due to missing the Refresher deadline of October 10, 2025, this employee repeated the Day 1 training on December 2, 2025.

**Timeliness** – 22 of the 1,109 reviewed employees completed Day 1 or Role Specific training after the required due date.

- Florida Model Training Day 1 – 3 employees, appointed as an Instructional member, did not complete the Florida Model Training Day 1 before the first day of school, August 11, 2025. All three employees completed Day 1 training within the first 30 days of school.
- Role Specific Training – 19 employees, appointed as a Chair (5) and a Vice Chair (14), did not complete Role Specific Training before the first day of school, August 11, 2025. These employees completed Florida Model Day 1 and Refresher training within the required timeframe.
- Florida Model Refresher Training – All Refresher training was completed within the required timeframe.

| Low | Finding 2 – Timeliness of the School-Based Staff Orientations (Attribute 9) |
|---|---|

Three schools did not complete orientations of the school-based staff by the required due date of August 11, 2025. The orientations were provided by these locations during the first week of school.

# EXECUTIVE SUMMARY – Continued

## Summary of Results – Continued

The OCA rates the risk of the findings based on the likelihood and impact of negative events occurring in the audited area. Below is a description of risk ratings used in determining the overall rating for each finding.

### Figure 1. Risk Ratings

| Rating | Description |
|---|---|
| Low | Items could escalate into compliance issues but can be corrected during normal business operations; risk of reoccurrence is low. |
| Medium | Items should be addressed as soon as possible, as they pose a risk of non-compliance, or the risk of reoccurrence is likely. |
| High | Items are of immediate concern and could cause significant compliance violations if not addressed soon; risk of reoccurrence is high. |

## OBJECTIVES

The purpose of this audit was to determine compliance with the requirements of the District's BTM Policy, Florida Model Manual and Rule 6A-1.0019 particularly related to the establishment of threat management teams and required BTM training. Fieldwork was performed from September 2025 through November 2025. Exit meetings were held with the district personnel in December 2025 to discuss the report results.

The specific objectives of this audit were to:

- Obtain an understanding of the requirements for BTM team assignments and training for the period under review, emphasizing law and policy changes since the prior audit.
- Obtain an understanding of the District's systems and applications used to manage and document BTM team assignments and training completion.
- Identify changes to procedures implemented in response to the recommendations in prior audit of BTM Training Program for the school year 2024-2025.
- Review state law, written policy, established practices, and documentation thereof, and prepare a listing of detailed attributes for review.
- Assess compliance with the requirements for the BTM training program through the prepared attributes for all schools and the District.
- Determine whether improvements to the established practices and procedures are warranted and provide recommendations to District administration.

## BACKGROUND

The BTM process is governed in accordance with the District's Policy 4380. The BTM Policy, effective at the start of the 2025-2026 school year, was approved by the School Board on October 15, 2024. This policy version reflects the Board's decision to shorten the training timeframe for newly appointed BTM team members from 60 days, as required under Rule 6A-1.0019, to 30 school days from the date of appointment to the team. Current BTM policy does not reflect changes in Rule 6A-1.0019 amended on August 19, 2025. The changes included the requirement to designate a Secondary District Threat Management Coordinator.

The following requirements are due before or at the beginning of the school year:

- **Team Assignments:** The District Threat Management Coordinator ("DTMC") and District Threat Management Team ("DTMT") are designated by the Superintendent, and the School-Based Threat Management Teams ("SBTMT" or "BTM team") are assigned by the Principals before the first day of school. Schools are required to promptly report any changes to BTM team assignments to the BTM department staff.

- **Team Training:** Each of the assigned team members who have not previously completed the Florida Model training must complete it before the start of the school year. If appointed as a BTM team member after the start of the school year, the employee must complete training within 30 school days of appointment. The following training courses were mandated for the school year 2024-25:

| Florida Model Training Day 1 | Role Specific Training |
|---|---|
| 8-hour course required for every member of the team | 4-hour course required for Chair, Vice-Chair and the Principal |
| Florida Model Day 1 and Role Specific in-person trainings are provided by the BTM department's state-certified instructors. The training registrations are completed in the District's application Learning Across Broward ("LAB"). Each participant must complete a survey to report completion of the course to the Office of Safe Schools ("OSS") at the Florida Department of Education. The OSS issues certificate upon receipt of the survey. | |
| **Florida Model Refresher Training** | |
| Mandatory for anyone trained on the Florida Model before July 1, 2025. The course is provided online by the OSS and must be completed within the first 60 days of school by October 10, 2025. | |

- **DTMC Training:** The Primary and Secondary DTMC must complete additional training specific to the Coordinator role.

## BACKGROUND – Continued

- **Team Training Verification:** Each school Principal is required to submit a verification form to the BTM Department prior to the first day of school. The form identifies the BTM team assignments and attests that all team members completed the applicable training requirements prior to the start of the 2025-2026 school year. The BTM Department maintains a database of Principal Verification Forms. Schools must upload copies of all BTM team members certificates to a SharePoint site.

- **School Board Employees Orientation:** The District provides a Warning Signs course as part of the mandatory compliance training for all District employees. The course was required to be completed by September 21, 2025. The course completion information is maintained in the LAB application.

- **Student and School-based Staff Orientations:** Schools are required to orient students and school-based staff on recognizing concerning behaviors or threats and to whom these should be reported.

  Student Orientations: The schools are required to orient students on threat reporting within the first ten days of school. The schools must utilize the content provided by the BTM department. Each school must upload evidence of completion (lesson plans, student assembly agenda, etc.) to the BTM SharePoint site.

  School-based Staff Orientations: The schools are required to present the *Florida Model: Awareness for All School Staff Training* to the school-based staff prior to the first day school is in session. The schools must upload sign-in sheets for all participating staff with a handwritten signature for all attendees to the BTM SharePoint site by August 12, 2025.

### Responsibilities

The district's BTM department is responsible for policy updates, training, and support for school-based personnel. The director of the BTM department is designated as the DTMC. The DTMC oversees threat management at all schools and serves as Chair of the district threat management team. The DTMC must ensure that all district-level and school-level threat management team members are trained in threat management and on the Florida Model. The DTMC also facilitates access to the Florida School Safety and Threat Management Portal for all BTM team members.

The school Principals are responsible for appointing school-based threat management team, verify that all appointed team members at their location are fully trained, and ensure that any changes to the team are reported to the BTM department office.

## SCOPE AND METHODOLOGY

The review focused on appointments of the DTMC, BTM teams and required BTM training of the DTMC, team members, students, and staff for the school year 2025-26. The audit scope did not include a review of charter schools. The OCA reviewed 229 locations that include 223 schools and 6 pre-kindergarten and adult centers. The pre-kindergarten and adult centers do not fall under the purview of State Rule 6A-1.0019 and SBBC Policy 4380 because they do not meet the definition of "school". The policy states, ""School" means a public K-12 school […]". However, the BTM department is tracking the team assignments and Florida Model training of the team members at these locations. Therefore, pre-kindergarten and adult centers were included in the review.

The procedures used to satisfy the objectives in this review included the following:

- Reviewed the District's BTM Policy, Florida Model Manual and Florida Administrative Code Rule 6A-1.0019 effective during the audit period.
- Reviewed corrective action plans issued by management in response to findings in the prior audit of BTM Training Program for the school year 2024-2025.
- Met with the BTM department management to obtain an understanding of the procedures, established practices, and sources of the documentation, including updates and changes since the prior audit.
- Prepared a listing of detailed attributes to examine existing practices against the requirements for the BTM roles, training and orientations.
- Obtained relevant electronic data from various databases and applications to determine compliance for the following:
    - District / School BTM Roles (Attributes 1 - 4) – if the teams were established and comprised of the required team members.
    - BTM Training (Attributes 5, 6, 8) – if the team members completed required training and the District oriented staff on recognizing concerning behaviors or threats and the reporting options.
- Examined documents uploaded by the schools to the BTM SharePoint site to determine whether each school provided orientations to students and school-based staff on recognizing concerning behaviors or threats and the reporting options (Attributes 7 and 9).
- Obtained additional documentation from the BTM department and from the schools that did not upload documentation to the BTM SharePoint site.

## SCOPE AND METHODOLOGY – Continued

- Prepared a written report on audit results. Reviewed the results with the BTM department and senior management and incorporated management's responses into the audit report.

The review was conducted in accordance with Generally Accepted Government Auditing Standards. The standards require that the audit is planned and performed to obtain sufficient, appropriate evidence to provide a reasonable basis for the findings and conclusions based on the audit objectives. The evidence obtained provides a reasonable basis for the findings and conclusions based on the audit objectives.

The OCA is responsible for performing the review under Generally Accepted Government Auditing Standards and providing recommendations to improve operations, strengthen internal controls, and comply with the requirements of laws, rules, and regulations in matters selected for review. The administration is responsible for implementing corrective actions and complying with applicable laws, regulations, and School Board policies and procedures.

**Audit supervised and reviewed by:**

Nakia Gouldbourne, Audit Director
Elena Pritykina, Audit Manager

**Audit performed by:**

Beverly Mungal, Auditor
Venesha Lewin, Auditor

## ATTRIBUTES REVIEWED

The following attributes were used to assess compliance with the Policy and Procedures as referenced:

| Attributes | | | Policy 4380[3] | Manual Page #[4] |
|---|---|---|---|---|
| District / School BTM Roles | 1 | Did the District's Superintendent designate Primary and Secondary District Threat Management Coordinators (DTMC) and report their names, phone numbers, and email addresses to the Department of Education's Office of Safe Schools by August 1? | III, Rule (4)(a)[5] | 7 |
| | 2 | Did the District's Superintendent appoint a District Threat Management Team (DTMT) before the start of the school year[1]? | IV(A),V(B) | 7 |
| | 3 | Did the school principal or equivalent administrative head of the school appoint members of a School Based Threat Management Team (SBTMT) comprised of at least four (4) members with expertise in counseling, instruction, school administration, and law enforcement before the start of the school year[1]? | IV(B),V(B) | 7-8 |
| | 4 | Did the school principal appoint a Chair and Vice-Chair of the SBTMT before the start of the school year[1]? | IV(B)(6), V(B) | 8 |
| BTM Training | 5 | Did all DTMT members complete state required training before the start of the school year[1] or within 30 days of appointment for the new team members? | V(A)(B)(C) | 7 |
| | 6 | Did all SBTMT members complete state required training before the start of the school year[1] or within 30 days of appointment for the new team members? | V(A)(B)(C) | 7 |
| | 7 | Did the school orient **students** within the first ten (10) days school is in session[2] on recognizing concerning behaviors or threats and to whom concerning behaviors or threats should be reported? | IX(A) | 14 |
| | 8 | Did the district orient **school board employees** through the required Warning Signs training? | IX(B) | 14 |
| | 9 | Did the school orient **school-based staff** prior to the first day of school is in session[1] on recognizing concerning behaviors or threats and to whom the concerning behaviors or threats should be reported and upload sign-in sheets for all participating staff into the designated SharePoint folder by August 12, 2025? | IX(B) | 14 |

(1) August 11, 2025 - First day of school for the 2025-26 school year
(2) August 11, 2025 through August 22, 2025
(3) SBBC Policy 4380, Behavioral Threat Assessment (BTA) as amended on 10/15/2024
(4) Florida Harm Prevention and Threat Management Manual, Form OSS-001 (August 2025)
(5) Rule 6A-1.0019, Florida Administrative Code (F.A.C.) as amemnded on 8/19/2025

## FINDINGS

| Finding 1 | Completeness and Timeliness of the BTM Training |
|---|---|
| Low | The BTM Policy states that all members of the School-Based Threat Management Team ("SBTMT") and District Threat Management Team ("DTMT") must be trained on the Florida Model, as follows:<br>1. All SBTMT and DTMT members must complete basic Florida model training.<br>2. The District Threat Management Coordinator ("DTMC") must complete additional training specific to the Coordinator role.<br>3. School Principals, the Threat Management Chair, and the Vice Chair must complete additional training specific to their respective roles.<br><br>The BTM Policy also states that District and school-based team members "who have not previously completed training must complete Florida Model training before the start of the school year". Those appointed to the threat management team after the start of the school year are required to complete Florida Model training within 30 school days of appointment to the team.<br><br>In addition, the BTM Policy states that District and school-level team members who have been fully trained in Florida Model in a previous school year must complete an annual refresher training provided by the Office of Safe Schools within the first 60 days of school.<br><br>Per the BTM Policy, the DTMC must ensure that all district-level and school-level threat management team members are trained in the threat management and on the Florida Model. Per the District's BTM procedures, each school Principal is required to submit a verification form to the BTM Department prior to the first day of school. The form identifies the BTM team assignments and attests that all listed team members completed the applicable training requirements prior to the start of the 2025-2026 school year. For any SBTMT member changes made after the initial form is completed, schools must contact the BTM department office. The detailed procedures are outlined in the memorandum titled "2025-2026 BEHAVIORAL THREAT MANAGEMENT (BTM) PRINCIPAL VERIFICATION FORM" issued by the District's Chief of Safety & Security on May 23, 2025.<br><br>The OCA found that DTMC and all the DTMT members completed the required training within the mandated timeframes. However, the OCA noted errors during review of the training completion data for the SBTMT members. Errors were noted for 1) training completion and 2) completion of the training within the mandated timeframe. |

| Finding 1 | Completeness and Timeliness of the BTM Training – Continued |
|---|---|

**Completeness** – 2 of the 1,109 employees reviewed were not found in the training completion reports.

A breakdown of this finding by training type is as follows:

- Florida Model Training Day 1 – There were no exceptions for completion of the Day 1 training.
- Role-specific Training could not be verified for 1 employee appointed as a Vice Chair. As of October 6, 2025, this employee resigned and was replaced with a fully trained team member.
- Florida Model Refresher Training could not be verified for 1 employee who completed Florida Model training prior to July 1, 2025. Due to missing the Refresher deadline of October 10, 2025, this employee repeated the Day 1 training on December 2, 2025.

**Timeliness –** 22 of the 1,109 reviewed employees completed Day 1 or Role Specific training after the due date.

A breakdown of this finding by training type is as follows:

- Florida Model Training Day 1 – 1 employee, newly appointed as an Instructional team member, did not complete the Florida Model Training Day 1 within the 60 days of appointment to the team.
- Role Specific Training – 19 employees, appointed as a Chair (5) and a Vice Chair (14), did not complete Role Specific Training before the first day of school, August 11, 2025. These employees completed Day 1 and Refresher training within the required timeframe.

  18 of the 19 employees who missed the deadline were newly assigned to the Chair / Vice Chair role and 1 of the 19 was non-compliant with this training since the prior audit.

  8 of the 19 employees completed Role Specific training within the first week of school, 6 completed within 30 school days of assignment to the Chair / Vice Chair role, and 2 completed within 60 school days of the assignment. 3 of the 19 employees completed Role Specific training on October 14, 2025.
- Florida Model Refresher Training – There were no exceptions for completion of this training by the required due date.

| Finding 1 | Completeness and Timeliness of the BTM Training – Continued |
|---|---|
| **OCA Recommendation** | The OCA recommends that school Principals review the BTM Policy and BTM department procedures with staff and ensure that:<br>• Every member appointed to the school-based BTM team before the start of the school year completes all applicable training by the first day of school.<br>• Members appointed to the school-based BTM team after the start of the school year complete Florida Model training within 30 school days of appointment to the team.<br>• Any changes to the school-based BTM team assignments are promptly reported to the BTM department office.<br>• If fully trained staff are not available to assign to the team before the start of the school year, the school Principal contacts the BTM department for assistance to ensure coverage until newly hired staff completes all required training. |
| **District Staff Response** | BTM Department Response<br>See Appendix I<br>District Senior Management Responses<br>See Appendix II for Consolidated Responses from Chief Safety and Security Officer and Regional Superintendents |

| Finding 2 | Timeliness of the School-Based Staff Orientations and Documentation of Attendance |
|---|---|
| **Low** | The BTM Policy requires the schools to present the *Florida Model: Awareness for All School Staff Training* to the school-based staff prior to the first day school is in session. Per the July 17, 2025 memorandum titled " 2025 – 2026 BEHAVIORAL THREAT MANAGEMENT UPDATES" from the District's Chief Safety & Security Officer, the schools must upload sign-in sheets for all participating staff with a handwritten signature for all attendees to the BTM SharePoint site by August 12, 2025.<br><br>The OCA found that all schools uploaded sign-in sheets for the school-based staff orientations to the BTM SharePoint site; however, the OCA identified instances of non-compliance with the required timeframe for the school-based staff orientations.<br><br>3 of the 229 locations reviewed did not complete orientations by the required due date of August 11, 2025. All 3 locations provided orientations during the first week of school. |
| **OCA Recommendation** | The OCA recommends that school Principals review the BTM Policy and BTM department procedures with staff and ensure that all BTM procedures are followed without exception and school-based staff orientations are completed within the mandated timeframe. |
| **District Staff Response** | BTM Department Response<br><br>See Appendix I<br><br>District Senior Management Responses<br><br>See Appendix II for Consolidated Responses from Chief Safety and Security Officer and Regional Superintendents |

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**KIM PUNZI-ELABIARY**
**DIRECTOR, BEHAVIOR THREAT MANAGEMENT**

**PHONE:** 754-321-3531 **EMAIL:** kim.punzi-elabiary@browardschools.com

January 16, 2026

TO: Michael G. Gregory
Chief Safety & Security Officer

FROM: Kim Punzi-Elabiary KPE
Director, Behavior Threat Management

SUBJECT: **MANAGEMENT RESPONSE – BEHAVIORAL THREAT MANAGEMENT (BTM) TRAINING PROGRAM AUDIT (SY 2025-2026)**

Thank you for the Office of the Chief Auditor's draft report on the Behavioral Threat Management (BTM) Training Program for School Year 2025–2026. We appreciate the diligence of your team and the constructive recommendations provided. This letter constitutes the BTM Department's formal response, aligned to State Rule 6A-1.0019 (Threat Management), the Florida Harm Prevention and Threat Management Manual, and SBBC Policy 4380.

**ACKNOWLEDGEMENT OF FINDINGS**

We acknowledge the two Low risk findings:

1. Completeness and Timeliness of BTM Training (Attribute 6): Verification gaps for 2 of 1,109 employees and post deadline completion for 22 employees (Day 1 or Role Specific).
2. Timeliness of School Based Staff Orientations (Attribute 9): Three schools conducted orientations after the required prestart due date, completing them during the first instructional week.

**ROOT CAUSE ANALYSIS**

- School-Based Threat Management Team Membership (SBTMT) Verification: SBTMT membership discrepancies resulted from a principal change on July 1, 2025, with team updates made after the new principal started.
- Training Verification Gaps: Documentation of completions depends on timely OSS survey submissions and certificate uploads to SharePoint; delays in either step create verification gaps. One Vice Chair's midterm resignation and replacement disrupted the documentation trail.

- Post Deadline Role Specific Completions: Many exceptions involved newly appointed Chairs/Vice Chairs near the start of school. Capacity constraints for in person Role Specific sessions close to Day 1 contributed to late completions.
- Orientation Delays: Site level calendar misalignment and staffing transitions led to orientations occurring in the first week rather than prior to the first instructional day.

**IMPACT ASSESSMENT**
Both findings are Low Risk and correctable within normal operations. Late Role Specific training can reduce site level leadership readiness during the earliest days of school. Gaps in orientation timing, or documentation can cause non-compliance, even if the required actions have taken place. We also acknowledge and appreciate the significant improvements from last year, supported by better evidence tracking, on time Refresher training, and overall stronger compliance across the district.

**CORRECTIVE ACTIONS**
We implemented three key measures in 2025–2026 that improved compliance:

**Corrective Actions Related to Finding 1:**
- Centralized SharePoint Site: Reduced missing orientation documentation from 94 schools to 3.
- The early release of the PIVOT Memo clarifies that principals are responsible for identifying their team members and making sure the team is fully trained prior to the first day of school to minimize training errors.

**Corrective Actions related to Finding 2:**
- Refresher Training Grace Period: Added a 30-day grace period to capture staff who did not complete the Refresher by the original deadline. Although staff were told the deadline was September 9, the system deadline remained October 9, allowing additional time for completion.

For 2026–2027, we will continue using SharePoint and release the PIVOT memo early. The Behavior Threat Management Department will:
- Continue retraining during Leadership Week for all Administrators, monthly All-Chair meetings for Administrators, and Hot Lab opportunities.
- Provide training opportunities for our Mental Health Professionals prior to the start of school.
- Post a Timeline on SharePoint with the identified due dates for all required threat management actions.
- Increase the number of Florida Model training sessions over the summer months and prior to the first day of school.

**REMEDIATION TIMELINE & MONITORING**

- Immediate (Jan–Feb 2026): Review audit results during monthly All-Chair meetings.
- Spring 2026 (Mar–May): Discuss team membership, release PIVOT memo before June 3.
- Pre-Start SY 2026–27 (Jun–Aug): Leadership presentations and expanded training capacity.
- Ongoing: SharePoint monitoring, quarterly reports, All-Chair meetings, case studies, non-compliance memos, and retraining as needed.

We appreciate the OCA's thorough review and the recognition of year-over-year progress. The actions and timelines described above are designed to fully remediate noted exceptions and sustain alignment with State Rule 6A-1.0019 and Policy 4380.

KPE:tf

**Signature:** Kim Punzi-Elabiary
Kim Punzi-Elabiary (Jan 23, 2026 13:52:46 EST)

**Email:** kim.punzi-elabiary@browardschools.com

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**MICHAEL G. GREGORY**
**CHIEF SAFETY & SECURITY OFFICER**

**DIVISION OF SAFETY, SECURITY & EMERGENCY PREPAREDNESS**

January 23, 2026

TO: Dave Rhodes
Chief Auditor

FROM: Michael G. Gregory MGG
MGG
Chief Safety & Security Officer

SUBJECT: **LEADERSHIP RESPONSE – SY 2025-2026 BTM TRAINING PROGRAM AUDIT**

I appreciate the Office of the Chief Auditor's comprehensive review of the Behavioral Threat Management (BTM) Training Program for School Year 2025–2026 and Director Punzi-Elabiary's detailed management response. The audit confirms that the District's BTM program continues to improve in both fidelity and compliance, with only two low-risk findings across 229 locations. These results reflect meaningful progress, strengthened internal controls, and significant increases in documentation accuracy and training completion when compared to prior-year performance.

As Chief Safety and Security Officer, I reaffirm our division's full commitment to ensuring the Behavioral Threat Management program operates with the highest level of reliability, timeliness, and statutory fidelity. Maintaining rigorous compliance with State Rule 6A-1.0019, SBBC Policy 4380, and the Florida Harm Prevention and Threat Management Model is essential to protecting our students, staff, and school communities.

I concur with the assessment that both findings—training completeness/timeliness verification gaps and three late school-based staff orientations—are low-risk and operationally correctable. Training fidelity is non-negotiable. Principals are directly accountable for verifying that School Based Behavioral Threat Management teams are staffed, trained, and documented in compliance with established requirements. The Division will maintain continuous oversight to ensure alignment with State Rule 6A-1.0019 and SBBC Policy 4380, while supporting schools through clear communications, training expansion, and structured professional learning opportunities.

I fully support Director Punzi-Elabiary's corrective actions, including continuation of the centralized SharePoint file sharing system, early release of the BTM Topics PIVOT memo, expanded summer training, monthly All-Chair meetings, Hot Lab sessions, Leadership Week programming, and publishing a clear annual BTM timeline on SharePoint.

**Conclusion**

Director Punzi-Elabiary and the BTM Department have demonstrated responsiveness, ownership, and a commitment to continuous improvement. The Division of Safety, Security & Emergency Preparedness remains fully committed to operating a high-fidelity, compliant, and proactive threat management training system.

**Signature:** Michael G Gregory
Michael G Gregory (Jan 23, 2026 13:59:30 EST)

**Email:** michael.gregory@browardschools.com

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**DR. ANGELA R. FULTON**
**DEPUTY SUPERINTENDENT**

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January 20, 2026

TO: Dave Rhodes, Chief Auditor
Office of Chief Auditor

FROM: Dr. Angela R. Fulton ARF
Deputy Superintendent

SUBJECT: **INTERNAL AUDIT REPORT-BEHAVIORAL THREAT MANAGEMENT TRAINING PROGRAM FOR SCHOOL YEAR 2025-2026**

This correspondence serves as the Teaching and Learning Division's formal response to the Office of the Chief Auditor's compliance audit of the District's Behavioral Threat Management (BTM) Training Program for the 2025–2026 school year.

The audit findings have been thoroughly reviewed with district leadership, including the Behavioral Threat Management Department, Regional Superintendents, and the Assistant Superintendent for the School Transformation Office. We acknowledge the findings related to the timeliness of certain BTM training components and school-based staff orientations and appreciate the audit's recognition of the significant improvements made since the prior year.

Notably, the implementation of enhanced monitoring procedures, including centralized documentation through SharePoint and strengthened verification processes, resulted in a substantial increase in compliance across schools. These improvements reflect the District's ongoing commitment to continuous improvement, student safety, and fidelity to Policy 4380, Rule 6A-1.0019, and the Florida Model Manual.

The Teaching and Learning Division fully supports the corrective actions outlined by the Regional Superintendents and the School Transformation Office. Across regions, these actions include strengthened pre-school-year verification of BTM team training, enhanced tracking and monitoring of training completion and deadlines, targeted technical assistance for school leaders, and ongoing collaboration with the Behavioral Threat Management Department to ensure timely support and intervention when staffing changes occur.

In addition, Teaching and Learning will continue to reinforce expectations with school leaders regarding adherence to mandated timelines, documentation requirements, and prompt communication with the BTM Department when team changes occur. These efforts will be supported through regional monitoring structures, leadership meetings, and professional learning opportunities to ensure sustained compliance and consistency districtwide.

We remain committed to ensuring that all schools meet the requirements of the Behavioral Threat Management framework and to strengthening systems that support timely training, accurate documentation, and proactive monitoring. We appreciate the Office of the Chief Auditor's partnership and the valuable feedback provided through this review.

Please feel free to contact me should you require additional information or wish to further discuss these ongoing efforts.

cc: Regional/Assistant Superintendents
Teaching and Learning Directors
Elena Pritykina, Manager, Operational Audits

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**ALAN STRAUSS, SOUTH REGIONAL SUPERINTENDENT, TEACHING & LEARNING**
**OFFICE OF THE SOUTH REGIONAL SUPERINTENDENT**

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January 14, 2026

TO: Dave Rhodes, Chief Auditor
Office of the Chief Auditor

FROM: Alan Strauss, South Regional Superintendent
Office of the South Regional Superintendent

SUBJECT: **INTERNAL AUDIT REPORT – BEHAVIORAL THREAT MANAGEMENT TRAINING PROGRAM FOR THE SCHOOL YEAR 2025-2026**

The South Region Administrative Team and I have thoroughly reviewed the audit findings from the 2025-26 Behavioral Threat Management Training Program. We remain fully committed to prioritizing the Behavioral Threat Management Policy and Procedures across our region. The audit's findings and recommendations will serve as an essential guide for shaping our approach as we continue to monitor and support our regional schools.

Moving forward, I will meet with all South Region school leaders to address the recommendations provided by the Office of the Chief Auditor ensuring the following actions are taken:

- All school principals will review the Behavioral Threat Management (BTM) Policy and BTM department procedures with their staff.
- All Behavioral Threat Management (BTM) procedures will be strictly followed without exception and school-based staff orientations are completed within the mandated timeline.
- Each member of the School-Based Threat Management Team (SBTMT) will complete all required training by the specified due date.

The South Regional Office Leadership Team will continue to collaborate closely with the Behavioral Threat Management Department for ongoing guidance and updates. To reinforce our commitment, Behavioral Threat Management will remain a standing item on our weekly staff meeting agenda. Our discussions will now include a review of key attributes highlighted in the recent audit findings.

If you need further information, please do not hesitate to reach out to me.

cc: Elena Pritykina, Manager, Operational Audits
South Region Administrative Team

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**DR. TED D. TOOMER, REGIONAL SUPERINTENDENT**
**CENTRAL REGIONAL OFFICE**

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January 13, 2026

TO: Dave Rhodes, Chief Auditor
Office of the Chief Auditor

FROM: Dr. Ted D. Toomer
Central Regional Superintendent

**SUBJECT: 2025-26 BEHAVIORAL THREAT MANAGEMENT (BTM) – TRAINING PROGRAM**

My leadership team and I have reviewed the audit findings for the 2025-26 BTM – Training Program. The Central Regional Office will continue to make the BTM policy and procedures a priority. The findings and recommendations will assist in guiding our methodology as we monitor and provide support to our regional schools.

I have reviewed the OCA recommendations with the identified school leaders to ensure that:

- All school principals review the BTM Policy and department procedures with staff and ensure that all BTM procedures are followed without exception, and school-based orientations are completed within the mandated timeframe.
- The principal contacts the BTM Department for assistance to ensure coverage until the newly hired staff member completes all required training, if no trained staff is available before the start of the school year.
- All school-based BTM members complete all required training within the mandated timeframe.

The Central Regional Office leadership team will continue to work closely with the BTM department for guidance and updates. The BTM topic will remain as a standing item on our weekly staff meeting agenda. It has been expanded to include a review of the attributes outlined in these findings. If you need further information, please do not hesitate to reach out to me.

TT:smr

C: Nakia Gouldbourne, Audit Director, Office of the Chief Auditor
Elena Pritykina, Manager, Operational Audits, Office of the Chief Auditor
Central Regional Leadership Team, Central Regional Office

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**DR. JERMAINE V. FLEMING, REGIONAL SUPERINTENDENT**
**NORTH REGIONAL OFFICE**

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December 18, 2025

TO: Dave Rhodes, Chief Auditor
Office of the Auditor

FROM: Dr. Jermaine V. Fleming, Regional Superintendent
North Regional Office

SUBJECT: **RESPONSE TO BEHAVIORAL THREAT MANAGEMENT TRAINING PROGRAM AUDIT SCHOOL YEAR 2025-26**

Please accept this communication as the North Region's official response to the BTM Training Program Audit for the 2025-2026 school year.

My leadership team and I have thoroughly reviewed the comprehensive report, including the files pertaining to schools located in the North Region. We remain steadfast in our commitment to prioritizing the implementation and continuous improvement of Behavior Threat Management Policies and Procedures within our division. The findings, recommendations, and leadership responses from prior audits will continue to inform and guide our methodology as we monitor and support our schools.

The North Regional Office Leadership Team has met with the Behavioral Threat Assessment Department to review the characteristics and commonalities of schools identified as deficient. We are actively addressing the necessary corrective actions. Furthermore, Behavior Threat Management remains a standing item on our weekly staff meeting agenda and has been expanded to include an ongoing review of the audit's outlined attributes.

We will continue to conduct regular, targeted analyses of school-specific behavioral threat management practices, outcomes, and training in collaboration with staff from the Behavioral Threat Management team. As part of our upcoming North Regional Principal Academy, we have incorporated specialized training for principals that focuses on the identified attributes from the audit.

Through this correspondence, I reaffirm my commitment to the consistent and timely application of threat assessment protocols across all schools in the North Region. This audit report has provided valuable data and actionable insights that will enhance the support we provide to our schools. Ensuring the safety and well-being of our students and community remains our highest priority.

C: Extended Cabinet Members

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**DR . VEDA F. HUDGE, ASSISTANT SUPERTINTENDENT**
**SCHOOL TRANSFORMATION OFFICE**

**PHONE:** 754-321-3800 **EMAIL:** BCPS_STO@browardschools.com

December 18, 2025

TO: Dave Rhondes, Chief Auditor
Office of the Chief Auditor

FROM: Dr. Veda F. Hudge, Assistant Superintendent

**SUBJECT: 2025-26 BEHAVIORAL THREAT MANAGEMENT- TRAINING PROGRAM AUDIT**

This memorandum serves as the School Transformation Office's (STO) formal response to the Behavioral Threat Management (BTM) Training Audit, specifically Attribute 6, which evaluates whether all School-Based Behavioral Threat Management Team (SBTMT) members completed state-required training prior to August 11, 2025, or within 30 days of appointment for new members.

Three STO-supported schools received findings related to gaps in timely completion of BTM training. STO acknowledges these findings and accepts the responses submitted by each school's administration. STO remains committed to achieving and sustaining **100% compliance** across all schools.

To address these gaps, STO will implement the following corrective actions:

- Require principals to submit verification of SBTMT training completion prior to the start of each school year.
- Establish a centralized STO tracking system to monitor BTM training status and deadlines for all SBTMT members.
- Provide targeted technical assistance and reminders to schools regarding onboarding requirements for new SBTMT members.
- Escalate non-compliance concerns to appropriate district leadership and implement corrective or disciplinary actions when necessary.

The School Transformation Office remains committed to strengthening monitoring systems, supporting school leaders, and ensuring full compliance with BTM training requirements. Please contact me should additional information be required.

VFH:cdf

Cc: School Transformation Office Directors
Elena Pritykina, Operational Audits Manager
School Transformation Office Principals

**Policy 4380**

**BEHAVIORAL THREAT MANAGEMENT (BTM)**

THE SCHOOL BOARD OF BROWARD COUNTY (SBBC), FLORIDA IS COMMITTED TO PROTECTING ITS STUDENTS, EMPLOYEES, AND MEMBERS OF THE COMMUNITY. IT IS ESSENTIAL THAT DISTRICTWIDE VIOLENCE PREVENTION BE IN PLACE TO FOSTER A LEARNING ENVIRONMENT THAT PROMOTES A CULTURE OF SAFETY, RESPECT, TRUST, AND SOCIAL/EMOTIONAL SUPPORT, WHILE ALSO PROTECTING STUDENTS AND STAFF FROM CONDUCT THAT POSES AN ACTUAL OR PERCEIVED THREAT TO SELF OR OTHERS. THE BEHAVIORAL THREAT MANAGEMENT (BTM) POLICY SHOULD BE INTERPRETED AND APPLIED CONSISTENTLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, AND THE BOARD'S COLLECTIVE-BARGAINING AGREEMENTS. THE POLICY WAS DEVELOPED IN ACCORDANCE WITH THE LEGISLATION ENACTED BY THE STATE OF FLORIDA AND SET FORTH IN STATE BOARD OF EDUCATION RULE 6A-1.0019 – THREAT MANAGEMENT.

THE PURPOSE OF THIS POLICY IS TO SET FORTH REQUIREMENTS RELATING TO THREAT MANAGEMENT, A PROCESS BY WHICH SCHOOL DISTRICTS, K-12 SCHOOLS, CHARTER SCHOOL GOVERNING BOARDS, AND CHARTER SCHOOLS IDENTIFY, ASSESS, MANAGE, AND MONITOR POTENTIAL AND REAL THREATS TO STUDENT SAFETY.

**SECTION I: DEFINITIONS**

A. **"Florida Harm Prevention and Threat Management Model"** or **"Florida Model"** means the Florida-specific behavioral threat management process required by Section 1001.212(12), F.S. The Florida Model consists of the Florida Threat Management Manual and the Florida Harm Prevention and Threat Management Instrument ("Instrument"). Under the Florida Model, threats and reports of concerning behavior or concerning communications are categorized as having an unfounded, low, medium, or high level of concern.

B. **"School"** means a public K-12 school, including a charter school, with a Master School Identification Number (MSID) number as provided under Rule 6A-1.0016, F.A.C., but does not include:

1. Settings where instruction is provided in a county jail or state prison, in a Department of Juvenile Justice facility or program, in a hospital, or while a student is homebound;

2. Schools that provide only prekindergarten or adult education;
3. Technical centers under Section 1004.91, F.S. A list of schools meeting this definition will be provided to the School Safety Specialists by December 1, 2023, and annually thereafter by July 1.

C. **"School-based mental health services provider"** means a school psychologist certified under Rule 6A-4.0311, F.A.C., a school social worker certified under Rule 6A-4.035, F.A.C., a school counselor certified under Rule 6A-4.0181, F.A.C., or a mental health professional licensed under Chapter 490 or 491, F.S., who is employed or contracted by a district or school to provide mental health services in schools.

D. **"School district"** or **"district"** means a Florida school district, the Florida Virtual School (Section 1002.37, F.S.), the Florida School for the Deaf and the Blind (Section 1002.36, F.S.), Developmental Research (Laboratory) Schools (Section 1002.32, F.S.), and charter schools sponsored by a university or Florida College System institution (Section 1002.33(5), F.S.).

E. **"Student Support Management Plan"** or **"SSMP"** means an ongoing intervention and monitoring plan implemented by the school-based threat management team. The SSMP may impose requirements on a student of concern for a defined period of time based on the level of concern. The SSMP is reviewed each month by the School Based Threat Management Team (SBTMT).

F. **"Threat Assessment"** means the identification of individuals exhibiting threatening or other concerning behavior.

G. **"Threat Management"** means the multipart process by which schools identify individuals exhibiting threatening or other concerning behavior, assess the risk of harm, and coordinate appropriate interventions and services for such individuals, as provided in Section 1006.07(7), F.S.

## SECTION II: NOTIFICATIONS

A. Parental notification is required in the following circumstances and must adhere to the timelines set forth in Rule 6A-1.0019:
1. If the SBTMT Chair determines the report of a concerning behavior or threat is a Low level of concern and summarily closes the case, the Chair or designee must notify the parent or guardian of the student of concern before the end of the school day.
2. If the Chair does not summarily close the case and refers it to the SBTMT, reasonable efforts must be made to notify the student of concern's parent or guardian on the same day the SBTMT assigns the preliminary level of concern.
3. If the preliminary level of concern is High, there must be an immediate attempt by the chairperson of the SBTMT to notify the parent/guardian of the student of concern before the end of the school day.

4. Parents or guardians must also be notified if the threat management process reveals information about their student's mental, emotional, or physical health or well-being, or results in a change in related services or monitoring, including but not limited to implementation of an SSMP.
5. Once an SSMP is finalized and anytime it is substantively revised, the SBTMT Chair or designee must provide a copy of the SSMP to the student of concern's parent or guardian. The targeted student's parent or guardian should also be informed that an SSMP has been implemented.
6. Where a report of concern includes an identified student target, the Chair must make a reasonable effort to notify the parent or guardian of the targeted student before the end of the school day that the report was received unless the Chair has determined the concern is unfounded. As provided for in the Florida Harm Prevention and Threat Management Manual (Form OSS-001), the unfounded summary disposition should only be used when it is clear and articulable that there is no basis for concern. If there is any doubt, the case should be forwarded to the School Based Threat Management Team for further evaluation and parent notification should occur. Nothing herein prevents the school from notifying parents or guardians if they believe it is in the best interest of the student.

B. "Reasonable effort to notify" means the exercise of reasonable diligence and care to make contact with the student's parent or guardian, typically through the contact information shared by the parent or guardian with the school or school district. The SBTMT Chair or designee must document all attempts to make contact with the parent or guardian.

C. Timelines for required notice may be modified where the SBTMT reasonably believes and documents that such disclosure would result in abuse, abandonment, or neglect, as defined in Section 39.01, F.S.

D. Education records. Threat assessments and records related to threat management are considered education records as defined by the Family Educational Rights and Privacy Act (FERPA) and Sections 1002.22 and 1002.221, Florida Statutes. Policies relating to access, maintenance, and retention of these records must be consistent with Rule 6A-1.0955, F.A.C., Education Records.

## SECTION III: DISTRICT THREAT MANAGEMENT COORDINATOR

A. District Threat Management Coordinator (DTMC). The superintendent shall designate a Threat Management Coordinator to oversee threat management at all public K-12 schools, including charter schools sponsored by or under contract with the district.

1. The DTMC must:
    a. Ensure that all district-level and school-level threat management team personnel are trained in threat management and on the Florida Model.

b. Serve as Chair of the District Threat Management Team and as the liaison to the Department of Education's Office of Safe Schools ("Office"); and

c. Assist School Based Threat Management Teams in the district.

2. The superintendent shall report the name, phone number, and email address of the District Threat Management Coordinator to the Office at FloridaModel@fldoe.org. This information must be reported annually by July 1, and must be updated within one (1) school day if there is a change in the information provided.

## SECTION IV: DISTRICT THREAT MANAGEMENT TEAM (DTMT) & SCHOOL BASED THREAT MANAGEMENT TEAMS (SBTMT)

A. **District Threat Management Team (DTMT).** The superintendent shall designate a District Threat Management Team that will receive referrals from the School Based Threat Management Teams, assess serious situations, and provide support to school-based teams, including charter schools in their district. The DTMT must include the District Threat Management Coordinator as Chair, persons from school district administration and persons with expertise in counseling, instruction, and law enforcement.

B. **School Based Threat Management Team (SBTMT).** Each school must have an SBTMT comprised of four (4) members, at a minimum, including persons with expertise in counseling, instruction, school administration, and law enforcement. The principal or equivalent administrative head of the school is responsible for appointing team members. The SBTMT must also include a member with personal knowledge of the student of concern who is the subject of threat management. Team members must meet the following requirements:

1. The **counseling team member** must be a school-based mental health services provider that is able to access student mental health records.
2. The **instructional team member** must meet the definition of instructional personnel under Section 1012.01(2)(a)-(d), F.S., or must hold a current Florida Educator Certificate under Section 1012.56, F.S.
3. The **school administrator team member** must meet the definition of administrative personnel found in Section 1012.01(3), F.S. This should not be the school principal, or equivalent, unless they are the only administrator at the school.
4. The **law enforcement team member** must be a sworn law enforcement officer, as defined by Section 943.10(1), F.S., including a School Resource Office, school-safety officer, or other active law enforcement officer. At a minimum, a law enforcement officer serving on a threat management team must have access to local Records Management System information, the Criminal Justice Information System, and the Florida Crime Information

Center and National Crime Information Center databases. Officers serving on school-based threat management teams must also have clearance to review Criminal Justice Information and Criminal History Record Information.

a. A school guardian, as defined under Section 1006.12(3), F.S., or a school security guard, as defined under Section 1006.12(4), F.S., may not serve as the law enforcement member of a threat management team.

5. If none of the team members are familiar with the student of concern, the SBTMT Chair must assign a member of the school's staff who is familiar with the student to consult with and provide background information to the threat management team. The person must be instructional or administrative personnel, as defined in Section 1012.01(2) and (3), F.S. Consulting personnel do not have to complete Florida Model training and may not participate in the decision-making process.

6. **Threat Management Chair and Vice Chair.** The principal of each school must appoint a Chair and Vice Chair of the SBTMT. The Chair serves as the point person for threat management at the school-level and is responsible for triaging reported threats or concerning behavior and communications to determine whether the matter should be summarily closed or whether it should be reviewed by the full SBTMT.

7. **Instrument.** Each SBTMT and DTMT must use the Florida Model to assess the behavior of students who may pose a threat of harm to themselves or others and to coordinate intervention and services for such students. All reported threats or concerning behaviors and communications, even those determined to be unfounded, must be documented by the SBTMT in the required electronic platform along with any resultant action, using the Florida Model Instrument. The chairperson must complete the Intake and Disposition Form, assess the concern for factual basis, and decide whether to convene the SBTMT as soon as possible but no later than the next school day from the day the initial report was received by the chairperson.

a. For levels of concern that are preliminarily determined to be low by the SBTMT, in addition to the requirements outlined in the Florida Harm Prevention and Threat Management Manual the following must be completed by an individual that completed the Day 1 Florida Model training-

1. Initial Interview with student of concern
2. Initial Interview of student of concern's parent/guardian
3. Target/Witness interviews
4. Review of student background information including attendance and academic history
5. The teacher/staff questionnaire must be sent to all of the student's current teachers to be completed and returned prior to final disposition meeting. If a teacher is unavailable to complete the form, the team will

proceed to make a final level of concern determination without the questionnaire.

b. For levels of concern that are preliminarily determined to be medium by the SBTMT, in addition to the requirements outlined in the Florida Harm Prevention and Threat Management Manual the following must be completed by an individual that completed the Day 1 Florida Model training-

1. Initial Interview with student of concern
2. Initial Interview of student of concern's parent/guardian
3. Target/Witness interviews
4. Review of student background information including attendance and academic history
5. For events involving the possession or use of a weapon, a Daily Person/Possession Check must be implemented (remains in place for the duration of the active SSMP)

c. For levels of concern determined to be medium, the following actions must be implemented and documented in the final SSMP:

1. For events involving the possession or use of a weapon, a Daily Person/Possession Check must be implemented (remains in place for the duration of the active SSMP)
2. Referral to Social Worker
3. The teacher questionnaire must be sent to the student's current teachers to be completed and returned prior to final disposition meeting. If a teacher is unavailable to complete the form, the team will determination without the questionnaire.

d. For levels of concern that are preliminarily determined to be high by the SBTMT, in addition to the requirements outlined in the Florida Harm Prevention and Threat Management Manual, the following must be completed by an individual that completed the Day 1 Florida Model training-

1. Initial Interview with student of concern
2. Initial Interview of student of concern's parent/guardian
3. Target/Witness interviews
4. Review of student background information including attendance and academic history
5. Interim Student Support Management Plan (SSMP)
6. Mental Health Parent/Guardian Interview
7. Mental Health Student of Concern Interview
8. The teacher/staff questionnaire must be sent to all of the student's current teachers to be completed and returned prior to final disposition meeting. If a teacher is unavailable to complete the form, the team will proceed to make a final level of concern determination without the questionnaire.

e. For levels of concern preliminarily determined to be high, the

following actions must be implemented and documented in the interim SSMP:

1. Daily Person/Possession Check (remains in place for the duration of the active SSMP)
2. No backpack allowed (remains in place for the duration of the active SSMP)
3. Additional bag(s) (lunch, athletic, etc.) are not allowed unless approved by the school principal (remains in place for the duration of the active SSMP)

f. For levels of concern determined to be high, the following actions must be implemented and documented in the final SSMP:

1. Daily Person/Possession Check (remains in place for the duration of the active SSMP)
2. Referral to school-based Collaborative Problem Solving Team
3. No backpack allowed (remains in place for the duration of the active SSMP)
4. Additional bag(s) (lunch, athletic, etc.) are not allowed unless approved by the school principal (remains in place for the duration of the active SSMP)
5. Referral to Social Worker

8. **Meetings.** Each SBTMT must meet as often as needed to fulfill its duties of assessing and intervening with students whose behavior may pose a threat of harm to themselves or others, but no less than monthly.
   a. Threat management teams must maintain documentation of their meetings, including meeting dates team members in attendance, cases discussed, and actions taken.
   b. DTMTs must meet as needed to review and consult with SBTMTs and must meet timeframes set forth in the Florida Threat Management Manual.

**C.** **Referrals to Mental Health Services**. The department of Student Services shall notify all school personnel who have received training pursuant to Section 1012.584(4), F.S., of mental health services, including referrals for self-harm consistent with Section 394.463, F.S., that are available in the school district and the individual to contact if a student needs services. The term "mental health services" includes, but is not limited to, community mental health services, health care providers, and services provided under ss.1006.04.

**D.** **District Mental Health Coordinator.** The District Mental Health Coordinator will track all students with a high level of concern.

**SECTION V: TRAINING**

A. All members of SBTMTs and DTMTs must be trained on the Florida Model through training provided by or approved by the Office of Safe Schools, as follows:
   1. All SBTMT and DTMT members must complete basic Florida Model training.
   2. The District Threat Management Coordinator must complete additional training specific to the Coordinator role.
   3. School principals, the Threat Management Chair, and the Vice Chair must complete additional training specific to their respective roles.

B. District and school-level teams must be designated before the start of the school year. Team members who have not previously completed training must complete Florida Model training before the start of the school year. Those appointed to threat management teams after the start of the school year must complete Florida Model training within thirty (30) school days of appointment to the School-based Threat Management Team.

C. District and school-level team members who have been fully trained in a previous school year must complete an annual refresher training provided by the Office of Safe Schools within the first sixty (60) days of school.

D. Charter Schools. Charter schools are responsible for establishing SBTMTs and conducting threat assessments as required by Rule 6A-1.0019. DTMCs and DTMTs must oversee and support charter schools sponsored by or under contract with the district to the same extent they do for traditional public schools.

E. Virtual Schools. Virtual schools are responsible for establishing SBTMTs and conducting threat assessments as required by Rule 6A-1.0019.

## SECTION VI: TRANSFER OF RECORDS

A. Upon the student's transfer to a different school, the threat management team of the transferring school will maintain responsibility for the student on an SSMP until responsibility is formally accepted by the receiving school.

B. The transfer of records must occur within 5 school days of receipt of the request for records from the new school or district, or the receipt of the identity of the new school and district of enrollment, whichever occurs first. The records must include, if applicable:
   1. Verified reports of serious or recurrent behavior patterns, including any threat assessment report, all corresponding documentation, and any other information required by the Florida-specific behavioral threat assessment instrument pursuant to s. 1001.212(12) which contains the evaluation, intervention, and management of the threat assessment evaluations and intervention services.
   2. Psychological evaluations, including therapeutic treatment plans and therapy or progress notes created or maintained by school district or charter school staff, as appropriate.

C. Documentation of unfounded level of concerns must not be transferred unless:

1. The parent of the student the subject of an unfounded level of concern finding requests that the records be maintained in the student's file; or
2. The School Based Threat Management Team made the determination that the unfounded level of concern finding must be retained to ensure the continued safety of the school community or to ensure the well-being of the student.

**SECTION VII: ADHERENCE TO FLORIDA DEPARTMENT OF EDUCATION OFFICE OF SAFE SCHOOLS' POLICIES AND PROCEDURES**

A. The Superintendent, in conjunction with the District Threat Management Coordinator, principals, assistant principals, chairpersons, vice chairpersons, and members of the SBTMT shall implement the Florida Department of Education Office of Safe School's (OSS) Florida Harm Prevention and Threat Management Instrument and Florida Harm Prevention and Threat Management Manual, hereby incorporated by reference, as may be amended by OSS from time to time, consistent with the policies and procedures of OSS.

**SECTION VIII: AUDITS**

A. The Chief Auditor will conduct annual audits in compliance with this policy as directed by the School Board and report findings to Audit Committee and the School Board.

**SECTION IX: Providing Guidance to Students, Faculty, and Staff**

**A. Students. All students will be oriented within the first ten days school is in session on recognizing concerning behaviors or threats and will be informed to whom concerning behaviors and threats should be reported, pursuant to Section 1006.07(7)(c), F.S. Schools must use the content provided by the District Behavioral Threat Management Department to conduct the orientation.**

**B. Faculty & Staff. All School Board Employees, including Charter Schools in Broward County, will be oriented through the required Warning Signs training. All school-based staff will complete an additional orientation prior to the first day school is in session on recognizing concerning behaviors or threats and will be informed to whom concerning behaviors and threats should be reported, pursuant to Section 1006.07(7)(c),F.S. Each school will utilize the All-Staff Training For the Masses PowerPoint provided by the Office of Safe Schools (OSS) to orient school-based staff.**

Policy Custodian: Office of Safety, Security, and Emergency Preparedness

Authority: 20 U.S.C. §1232g; F.S. §§120. 52(6), 120.54, 120.81(1)(a), 1001.41(1) and (2), 1001.42(28), F.A.C. Rules 6A-1.0018, 6A-1.0019

Laws Implemented:, 34 C.F.R. §99, F.S. §§ 394.463, 1001.212(12), 1002.22, 1002.221, 1003.25, 1006.04 1006.07(7), 1012.584, F.A.C. Rule 6A-1.0955

History: Amended: 10/15/2024
Amended: 6/13/2023
Amended: 5/17/2022
Adopted: 10/20/2020

# APPENDIX IV

**6A-1.0019 Threat Management.**

(1) Purpose. The purpose of this rule is to set forth requirements relating to threat management, a process by which school districts, K-12 schools, charter school governing boards, and charter schools identify, assess, manage, and monitor potential and real threats to student safety.

(2) Definitions.

(a) "Florida Harm Prevention and Threat Management Model" or "Florida Model" means the Florida-specific behavioral threat management process required by Section 1001.212(12), F.S. The Florida Model consists of the Florida Threat Management Manual and the Florida Harm Prevention and Threat Management Instrument ("Instrument"). Under the Florida Model, threats and reports of concerning behavior or concerning communications are categorized as having a low, medium, or high level of concern.

(b) "School" means a public K-12 school, including a charter school, with a Master School Identification Number (MSID) number as provided under Rule 6A-1.0016, F.A.C., but does not include:

1. Settings where instruction is provided in a county jail or state prison, in a Department of Juvenile Justice facility or program, in a hospital, or while a student is homebound;

2. Schools that provide only prekindergarten or adult education;

3. Technical centers under Section 1004.91, F.S.

"School" also includes the Florida Virtual School (Section 1002.37, F.S.), the Florida School for the Deaf and the Blind (Section 1002.36, F.S.), and Developmental Research (Laboratory) Schools (Section 1002.32, F.S.). These entities also function as "school districts" as defined in paragraph (2)(d) of this rule. A list of schools meeting this definition will be provided to the School Safety Specialists annually by July 1.

(c) "School-based mental health services provider" means a school psychologist certified under Rule 6A-4.0311, F.A.C., a school social worker certified under Rule 6A-4.035, F.A.C., a school counselor certified under Rule 6A-4.0181, F.A.C., or a mental health professional licensed under Chapter 490 or 491, F.S., who is employed or contracted by a district or school to provide mental health services in schools.

(d) "School district" or "district" means a Florida school district, the Florida Virtual School (Section 1002.37, F.S.), the Florida School for the Deaf and the Blind (Section 1002.36, F.S.), Developmental Research (Laboratory) Schools (Section 1002.32, F.S.), and universities or Florida College System institutions that sponsor charter schools (Section 1002.33(5), F.S.).

(e) "Student Support Management Plan" or "SSMP" means an ongoing intervention and monitoring plan implemented by the school-based threat management team. The SSMP may impose requirements on a student of concern for a defined period of time based on the level of concern. The SSMP is reviewed each month by the School Based Threat Management Team (SBTMT).

(f) "Threat Assessment" means the identification of individuals exhibiting threatening or other concerning behavior.

(g) "Threat Management" means the multipart process by which schools identify individuals exhibiting threatening or other concerning behavior, assess the risk of harm, and coordinate appropriate interventions and services for such individuals, as provided in Section 1006.07(7), F.S.

(3) Required policies.

(a) Each school district and charter school governing board must adopt policies, consistent with this rule, for the establishment of threat management teams and for the completion of threat assessments. These policies must include providing guidance to all students, faculty, and staff regarding recognition of concerning behavior or threats and must identify members of the school community to whom concerning behaviors and threats should be reported, pursuant to Section 1006.07(7)(c), F.S. These policies must also include procedures for referrals to mental health services, pursuant to Section 1012.584(4), F.S., and referrals for threats of self-harm, consistent with Section 394.463, F.S.

(b) Parental notification.

1. School districts and charter school governing boards must, at a minimum, require parental notification in the following circumstances:

a. If the SBTMT Chair determines the report of a concerning behavior or threat is a Low level of concern and summarily closes the case, the Chair or designee must use reasonable efforts to notify the parent or guardian of the student of concern.

b. If the Chair does not summarily close the case and refers it to the SBTMT, reasonable efforts must be made to notify the student of concern's parent or guardian on the same day the SBTMT assigns the preliminary and final level of concern.

c. If the preliminary or final level of concern is High, the SBTMT Chair or designee must notify the superintendent or designee to ensure that the notice requirements of Section 1006.07(7)(e), F.S., are met.

d. Parents or guardians must also be notified if the threat management process reveals information about their student's mental, emotional, or physical health or well-being, or results in a change in related services or monitoring, including but not limited to implementation of an SSMP.

e. Once an SSMP is finalized and anytime it is substantively revised, the SBTMT Chair or designee must provide a copy of the SSMP to the student of concern's parent or guardian. The targeted student's parent or guardian should also be informed that an SSMP has been implemented.

f. Where a report of concern includes an identified student target, the Chair must make a reasonable effort to notify the parent or guardian of the targeted student before the end of the school day that the report was received unless the Chair has determined the concern is unfounded. As provided for in the Florida Harm Prevention and Threat Management Manual (Form OSS-001), the unfounded summary disposition should only be used when it is clear and articulable that there is no basis for concern. If there is any doubt, the case should be forwarded to the full School Based Threat Management Team for further evaluation and parent notification should occur. Nothing herein prevents the school from notifying parents or guardians if they believe it is in the best interest of the student.

2. "Reasonable effort to notify" means the exercise of reasonable diligence and care to make contact with the student's parent or guardian, typically through the contact information shared by the parent or guardian with the school or school district. The SBTMT Chair or designee must document all attempts to make contact with the parent or guardian.

3. Timelines for required notice may be modified where the SBTMT reasonably believes and documents that such disclosure would result in abuse, abandonment, or neglect, as defined in Section 39.01, F.S.

(c) Education records. Threat assessments and records related to threat management are considered education records as defined by the Family Educational Rights and Privacy Act (FERPA) and Sections 1002.22 and 1002.221, Florida Statutes. Policies relating to access, maintenance, and retention of these records must be consistent with Rule 6A-1.0955, F.A.C., Education Records.

(4) Florida Harm Prevention and Threat Management Model ("Florida Model"). Threat management and assessment of concerning behaviors or communications must be conducted in accordance with the Florida Model, as follows:

(a) District Threat Management Coordinator (DTMC). Each school district superintendent must designate a Primary District Threat Management Coordinator to oversee threat management at all public K-12 schools, including charter schools sponsored by or under contract with the district. Each school district superintendent must also designate a Secondary District Threat Management Coordinator to provide support to the district's threat management process at the discretion of the Primary DTMC. Before a person can be designated as Primary or Secondary DTMC, that person must have already received DTMC training offered by the Office.Where there is no superintendent, the lead administrator for the school district must assign the Threat Management Coordinators.

1. The Primary DTMC must:

a. Ensure that all district-level and school-level threat management team personnel are trained in threat management and on the Florida Model;

b. Serve as Chair of the District Threat Management Team and as the liaison to the Department of Education's Office of Safe Schools ("Office"); and

c. Assist School Based Threat Management Teams in the district.

2. Each school district school superintendent, or lead administrator if there is no superintendent, must report the name, phone number, and email address of the Primary and Secondary District Threat Management Coordinator to the Office at FloridaModel@fldoe.org. This information must be reported annually by August 1, and must be updated within one (1) school day if there is a change in the information provided.

(b) District Threat Management Team (DTMT). Each school district superintendent must designate a District Threat Management Team that will receive referrals from the School Based Threat Management Teams, assess serious situations, and provide support to school-based teams, including charter schools in their district. The DTMT must include the District Threat Management Coordinator as Chair, persons from school district administration and persons with expertise in counseling, instruction, and law enforcement. Where there is no superintendent, the lead administrator for the district must assign the DTMT. Districts with three (3) or fewer schools may request approval to alter the DTMT membership by emailing the Office at FloridaModel@fldoe.org. The Office will grant requests that demonstrate that the duties of the DTMT can be executed with fidelity.

(c) School Based Threat Management Team (SBTMT). Each school must have an SBTMT comprised of four (4) members ("Core Four"), at a minimum, including persons with expertise in counseling, instruction, school administration, and law

enforcement. The principal or equivalent administrative head of the school is responsible for appointing team members. The SBTMT must also include a member with personal knowledge of the student of concern who is the subject of threat management. Team members must meet the following requirements:

1. The counseling team member must be a school-based mental health services provider that is able to access student mental health records. This must not be the school principal, or equivalent.

2. The instructional team member must meet the definition of instructional personnel under Section 1012.01(2)(a)-(d), F.S., or must hold a current Florida Educator Certificate under Section 1012.56, F.S. This must not be the school principal, or equivalent.

3. The school administrator team member must meet the definition of administrative personnel found in Section 1012.01(3), F.S. This must not be the school principal, or equivalent, unless they are the only administrator at the school, because the principal has administrative oversight of the SBTMT. In the event the principal is the only administrator at the school, the Principal must notify the district's DTMC. The DTMC must in turn notify the Office at FloridaModel@fldoe.org.

4. The law enforcement team member must be a sworn law enforcement officer, as defined by Section 943.10(1), F.S., including a School Resource Office, school-safety officer, or other active law enforcement officer. At a minimum, a law enforcement officer serving on a threat management team must have access to local Records Management System information, the Criminal Justice Information System, and the Florida Crime Information Center and National Crime Information Center databases. Officers serving on school-based threat management teams must also have clearance to review Criminal Justice Information and Criminal History Record Information. A school guardian, as defined under Section 1006.12(3), F.S., or a school security guard, as defined under Section 1006.12(4), F.S., may not serve as the law enforcement member of a threat management team. This must not be the school principal, or equivalent.

5. If none of the team members are familiar with the student of concern, the SBTMT Chair must assign a member of the school's staff who is familiar with the student to consult with and provide background information to the threat management team. The person must be instructional or administrative personnel, as defined in Section 1012.01(2) and (3), F.S. Consulting personnel do not have to complete Florida Model training and may not participate in the decision-making process.

(d) Threat Management Chair and Vice Chair. The principal of each school must appoint a Chair and Vice Chair of the SBTMT. The Chair serves as the point person for threat management at the school-level and is responsible for triaging reported threats or concerning behavior and communications to determine whether the matter should be summarily closed or whether it should be reviewed by the full SBTMT.

(e) Instrument. Each SBTMT and DTMT must use the Florida Model to assess the behavior of students who may pose a threat of harm to themselves or others and to coordinate intervention and services for such students. All reported threats or concerning behaviors and communications, even those determined to be unfounded, must be documented by the SBTMT along with any resultant action, using the Florida Model Instrument.

(f) Meetings. At a minimum, the Core Four members of each SBTMT must meet as often as needed to fulfill its duties of assessing and intervening with students whose behavior may pose a threat of harm to themselves or others, but no less than monthly. Districts must adopt policies requiring threat management teams to maintain documentation of their meetings, including meeting dates, team members in attendance, SSMPs discussed, and actions taken. If the SBTMT has no active SSMPs to discuss, they must document any other discussion points discussed at their meeting.DTMTs must meet as needed to review and consult with SBTMTs and must meet timeframes set forth in the Florida Threat Management Manual, but no less than monthly to discuss relevant data, strategies and interventions with collaborative stakeholders, provide ongoing support to SBTMTs, and ensure continuous improvement and fidelity in the implementation of the Florida Model.

(g) Training.

1. All members of SBTMTs and DTMTs must be trained on the Florida Model through training provided by or approved by the Office of Safe Schools, as follows:

a. All SBTMT and DTMT members must complete Day One Florida Model training.

b. The District Threat Management Coordinator must complete additional training specific to the Coordinator role.

c. School principals, the Threat Management Chair, and the Vice Chair must complete additional training specific to their respective roles.

2. Beginning with the 2024-25 school year, district and school-level teams must be designated before the start of the school year. Team members who have not previously completed training must complete Florida Model training before the start of the school year. Those appointed to threat management teams after the start of the school year must complete Florida Model training

within sixty (60) calendar days of appointment. For assistance in accessing this training, districts must contact the Office in writing at FloridaModel@fldoe.org.

3. Beginning with the 2024-25 school year, district and school-level team members who have been fully trained in a previous school year must complete an annual refresher training provided by the Office within the first sixty (60) calendar days of school. Any district or school-level team member who does not complete the annual refresher within the first sixty (60) calendar days of school must not serve on the SBTMT or DTMT in any capacity until such time as they retake and successfully complete Day One Florida Model Training.

(h) Reporting. Each district school safety specialist must ensure that all threat management teams in the district report to the Office on the team's activities during the previous school year, with required reporting due annually by June 15 for the preceding school year. The Office will provide reporting instructions prior to the start of each school year, that will include at a minimum the following metrics:

1. Number of cases reported to the SBTMT Chair;

2. Number of students evaluated by the SBTMT, broken down by sex, race, grade level, and existence of an IEP, 504, or behavior intervention plan at the time of evaluation;

3. Number of cases closed by the SBTMT Chair as unfounded; after referral for self-harm assessment; or as a low level concern without review by the full SBTMT;

4. Number of cases the SBTMT Chair referred to the full SBTMT for review;

5. Number of cases categorized by the SBTMT as unfounded, low, medium and high levels of concern;

6. Number of SSMPs implemented after cases categorized as low, medium, and high levels of concern; and

7. Number of cases referred to the DTMT categorized as medium and high levels of concern;

(5) Statewide Threat Management Portal. Upon availability, each SBTMT and DTMT must utilize the Florida Model Instrument in the Florida School Safety and Threat Management Portal (STMP) to document and manage all reported threats or concerning behaviors and communications. The date when the STMP will be available will be posted on the Office of Safe Schools website at https://www.fldoe.org/safe-schools/. The STMP will be accessible via the Department's Single Sign-On application, available at www.fldoe.org/sso. Access to the STMP is limited to SBTMTs, DTMTs, and Department employees who need access in order to carry out their official duties.

(6) Charter Schools. Charter schools are responsible for establishing SBTMTs and conducting threat assessments as required by this rule. DTMCs and DTMTs must oversee and support charter schools sponsored by or under contract with the district to the same extent they do for traditional public schools.

(7) Charter Schools Sponsored by a College or University. The Florida College System institution or university board of trustees must establish a District Threat Management Team and assign a District Threat Management Coordinator to oversee and provide support for threat management for all charter schools that fall under the sponsoring entity, in accordance with the Florida Model. Charter schools are responsible for establishing SBTMTs and conducting threat assessments as required by this rule.

(8) Virtual Schools. Virtual schools are responsible for establishing SBTMTs and conducting threat assessments as required by this rule. Florida Virtual School must also establish a District Threat Management Team and assign a District Threat Management Coordinator.

(9) The following forms are hereby incorporated by reference and made a part of this rule. Copies may be obtained from the Florida Department of Education, 325 West Gaines Street, Tallahassee, FL 32399-0400. Upon availability of the STMP, the Threat Management Instrument forms must be completed within the STMP.

(a) Florida Harm Prevention and Threat Management Manual, Form OSS-001 (http://www.flrules.org/Gateway/reference.asp?No=Ref-18219), effective August 2025.

(b) Florida Harm Prevention and Threat Management Instrument, Form OSS-002 (http://www.flrules.org/Gateway/reference.asp?No=Ref-18220), effective August 2025.

*Rulemaking Authority 1001.02(1), (2)(n), 1001.11(9), 1001.212(12) FS. Law Implemented 1001.11(9), 1001.212(12), 1006.07(7) FS. History–New 9-26-23, Amended 7-2-24, 8-19-25.*

# APPENDIX V

## Florida Harm Prevention and Threat Management Manual

Find the latest version of this Manual in 6A-1.0019, F.A.C.
https://www.flrules.org/gateway/ruleNo.asp?id=6A-1.0019

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# THREAT MANAGEMENT ROLES AND RESPONSIBILITIES

Every school district is responsible for ensuring the integrity of the threat management process during the school year, including summer school, including assignment of the following roles and responsibilities:

**Primary District Threat Management Coordinator (Primary DTMC):** A person in each school district designated by the superintendent, or lead administrator where there is no superintendent, to oversee the district's harm prevention and threat management program. The Primary DTMC is the direct liaison between the school district and the Department of Education's statewide threat management coordinator. Pursuant to Rule 6A-1.0019, F.A.C., the Primary DTMC is responsible for ensuring the fidelity of the district's threat management program, which includes ensuring that all school threat management team personnel are appropriately trained. The Primary DTMC also serves on the District Threat Management Team.

**Secondary District Threat Management Coordinator (Secondary DTMC):** A person in each school district designated by the superintendent, or lead administrator where there is no superintendent, to provide support to the district's threat management process at the discretion of the Primary DTMC. The Secondary DTMC also serves on the District Threat Management Team.

**District Threat Management Team (DTMT):** Rule 6A-1.0019, F.A.C., and the Florida Model require each district superintendent, or lead administrator where there is no superintendent, to establish a District Threat Management Team, which is a multidisciplinary team that will receive referrals from the SBTMTs and assess serious situations. The DTMT must include the District Threat Management Coordinators, persons from school district administration and persons with expertise in counseling, instruction, and law enforcement. The Primary DTMC must Chair the DTMT. The DTMT may provide ongoing support and recommendations to the SBTMT as needed. The DTMT will also support the charter schools sponsored by or under contract with their school district.

**School-Based Threat Management Team (SBTMT):** Section 1006.07(7), F.S., and Rule 6A-1.0019, F.A.C., require each school (as defined in rule) to have a School-Based Threat Management Team. The SBTMT is a multidisciplinary team at the school level and is comprised of at least four members with expertise in counseling; school instruction; law enforcement; and a school administrator. The SBTMT must also include a member with personal knowledge of the student of concern that is being evaluated by the team. Additional members of the team may be assigned by the school principal, or equivalent, as long as these four required roles are filled. Required team members must meet the following:

- **Counseling:** The counseling team member must be a school-based mental health services provider that is able to access student mental health records. This person must be a school psychologist certified under Rule 6A-4.0311, F.A.C., a school social worker certified under Rule 6A-4.035, F.A.C., a school counselor certified under Rule 6A-4.0181, F.A.C., or a mental health professional licensed under Chapter 490 or 491, F.S., who is employed or contracted by a district to provide mental health services in schools. This must not be the school principal, or equivalent.

- **Instruction:** The instruction team member must be a person who meets the definition of instructional personnel under Section 1012.01(2)(a)-(d), F.S., or someone who holds a current Florida Educator Certificate under Section 1012.56, F.S. This must not be the school principal, or equivalent.

- **Administration:** The administrator team member must be a person who meets the definition of administrative personnel under Section 1012.01(3), F.S. This must not be the school principal, or equivalent, unless they are the only administrator at the school, because the principal has administrative oversight of the SBTMT.

- **Law Enforcement:** The law enforcement team member must be a sworn law enforcement officer, as defined by Section 943.10(1), F.S., including a School Resource Officer, school-safety officer, or other active law enforcement officer. At a minimum, a law enforcement officer serving on a threat management team must have access to local Records Management System information, the Criminal Justice Information System, and the Florida Crime Information Center and National Crime Information Center databases. Officers serving on school-based threat management teams must also have clearance to review Criminal Justice Information and Criminal History Record Information. This must not be the school principal, or equivalent.

    - A school guardian, as defined under Section 1006.12(3), F.S., or a school security guard, as defined under Section 1006.12(4), F.S., may not serve as the law enforcement member of a threat management team. However, because of their role and need for situational awareness, school guardians and security guards may be appointed to the SBTMT by the principal or equivalent.

    - Because all SBTMT members must be trained in the threat management process, calling a patrol officer who has not been trained in threat management to serve *ad hoc* as the law enforcement member of an SBTMT meeting is not permitted. Charter schools will likely have to meet with the sheriff or police chief to have a law enforcement officer designated for their school who will serve on the SBTMT.

- **Personal Knowledge:** If none of the designated SBTMT members are familiar with the student of concern being assessed, the Threat Management Chair must assign a member of the school's instructional or administrative personnel, as defined in Section 1012.01(2) and (3), F.S., who is familiar with the student being evaluated to consult with and provide background information to the SBTMT. Consulting personnel do not have to complete Florida Model training and may not participate in the decision-making process. Consulting personnel are assigned on a case-by-case basis.

**Threat Management Chair and Vice-Chair:** The principal, or lead administrator, of each school is required to appoint a Chair and Vice-Chair of the SBTMT. The Vice-Chair performs the Chair's duties in the Chair's absence or unavailability. The SBTMT Chair is the point person at each school for threat management and receives initial reports of all threats and concerning behavior that may result in harm toward self or others (although imminent threats must always be first reported directly to law enforcement). The SBTMT Chair is responsible for assessing and triaging each reported threat or concern and determining whether it has a factual basis and whether the matter should be summarily closed or reviewed by the entire SBTMT.

# STANDARDIZED THREAT MANAGEMENT OPERATIONAL PROCESS

This section outlines the essential framework for threat management teams to conduct school-based threat assessments and manage threats or address other concerning behavior in Florida schools.

**Reporting Responsibility for Members of the School Community**
*Where an imminent threat to life or physical safety exists, school personnel must immediately report the matter to law enforcement.*

Each school district must provide multiple avenues for information affecting school safety to be easily conveyed and received. The FortifyFL anonymous reporting app and various other options are provided so that potential threats can be easily reported. School personnel are responsible for knowing the reporting options in their districts.

If you see something, say something. Effective threat management relies on all school employees, volunteers, and service providers reporting any threat or concerning behavior. All students, parents, guardians and caregivers are *strongly encouraged* to report any threat or concerning behavior.

Reports of concerns that may represent a threat to the community, school, or self must be routed to the Chair of each school's SBTMT for intake, initial evaluation, and an initial merit determination. The Chair must be well identified to everyone on each school campus.

**The school-based threat management process involves:**

1. Identification of threatening or concerning behavior and reporting to the SBTMT Chair;
2. Determining if the reported claim has a factual basis;
3. Evaluating the reported claim for threat of harm to self, others, or both;
4. Determining if the case should be referred to the full SBTMT;
5. Initial assessment to assign a preliminary level of concern and determine if interim SSMP is necessary;
6. Information gathering through interviews and data collection;
7. Assigning a concern level
8. If not unfounded or low level of concern, evaluating for Medium or High level of concern;
9. Referral to DTMT for some Medium cases and all High levels of concern;
10. Creating SSMP, when appropriate; and
11. Continual monitoring of the student during the SSMP period and continual evaluation of the SSMP to ensure it is effective;

**Step 1: Report- Concerns are Reported to Chair**
Concerning communications or behavior may be personally received or observed by school personnel, or personnel may receive reports from others. Regardless of the source, school personnel must immediately report any behavior or communications that may constitute a threat or concern regarding school safety to the SBTMT Chair. Before or after school hours, school personnel should immediately report the situation to law enforcement for evaluation if appropriate, and report it to the Chair as soon as possible but no later than immediately upon returning to school on the next school day. There should be no unnecessary delay reporting a threat or other concerning behavior. If a school administrator receives the information before the SBTMT Chair, the time for the chair of the SBTMT to review the report and complete the Intake and Case Disposition form begins at that time. The Chair must use the Intake and Case Disposition form (Form A) to document the receipt of the threat or other concerning behavior.

Established 1915
BROWARD County Public Schools

**DR. ANGELA R. FULTON**
**DEPUTY SUPERINTENDENT, TEACHING & LEARNING**

**PHONE:** 754-321-2100 **FAX:** 754-321-2701 **EMAIL:** afulton@browardschools.com

*Signatures on File*

May 23, 2025




TO: All School Principals

FROM: Dr. Ernie Lozano, Task Assigned
Chief Safety & Security Officer

VIA: Dr. Angela R. Fulton
Deputy Superintendent, Teaching & Learning

SUBJECT: **2025-2026 BEHAVIORAL THREAT MANAGEMENT (BTM) PRINCIPAL VERIFICATION FORM**

**RATIONALE:** Per Rule 6A-1.0019 School Safety Requirements and Monitoring, all school principals must identify the School Based Threat Management Team (SBTMT) members including a school administrator (not the principal), a mental health professional, an individual with expertise in instruction, and a law enforcement officer. The SBTMT must be designated before the start of school. Team members who have not previously completed training must complete Florida Model Training before the start of the school year. Those appointed to threat management teams after the start of the school must complete Florida Model Training within thirty (30) days of appointment. All Florida Model Training certificates are required to be printed and kept on file at each school's location.

**ACTION: All schools must complete and sign a 2025-2026 Principal Verification Form by Friday, July 25, 2025.** The required information for the SBTMT members **must** be entered in the BTA FileMaker Pro Database. The database can be accessed through the BTA Canvas Course located here. Click on the BTA FileMaker Pro Database icon on the main page of the course and follow the instructions provided. After accessing the database, identify your four core SBTMT members, Chair (must be an administrator) and Vice Chair (the instructional or counselor), and verify their completion or enrollment in the Florida Model Training. For any SBTMT member changes made after the initial form is completed, an email must be sent to BTASupport@browardschools.com.

In addition to the Florida Model Training, the Office of Safe Schools will provide a self-paced, online *2025-2026 Annual Refresher Review Course* for all SBTMT members and school principals who were trained before July 1, 2025. We will share additional information from the State once this training becomes available.

If you have any questions, please **call the Behavioral Threat Management support team at 754-321-3550 or email BTASupport@browardschools.com**. Thank you for all you do to ensure the safety of students and staff.

ARF/EL/KPE/CB:cm

c: Cabinet
Directors, Teaching & Learning

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BROWARD County Public Schools

**DR. ANGELA R. FULTON**
**DEPUTY SUPERINTENDENT**

**PHONE:** 754-321-2100 **EMAIL:** afulton@browardschools.com

*Signatures on File*

July 17, 2025




TO: All School Principals
All Charter School Principals

FROM: Michael G. Gregory
Chief Safety & Security Officer

VIA: Dr. Angela R. Fulton
Deputy Superintendent

SUBJECT: **2025 – 2026 BEHAVIORAL THREAT MANAGEMENT UPDATES**

**RATIONALE**: As we enter the 2025–2026 school year, the Behavioral Threat Management (BTM) Department remains committed to fostering a safe and supportive learning environment for all students and staff. This memo outlines critical updates, training requirements, and procedural expectations aligned with Florida State Rule 6A-1.0019 and School Board Policy 4380. It serves as a comprehensive guide for School-Based Threat Management Teams (SBTMTs), school administrators, and district personnel, ensuring the consistent implementation of the Florida Threat Management Model, timely documentation, and effective threat awareness and reporting practices. Your adherence to these updates is essential in maintaining a proactive and unified approach to school safety.

**2025-2026 Training Requirements for Threat Management**

**ACTIONS:**

1. Per State Rule 6A-1.0019 Threat Management, all members of SBTMT, school principals, and District Threat Management Teams must be trained in the Florida Model.
2. The assigned SBTMT Chair at each school must ensure all Core Team members and the principal completed the required training.
3. In addition to the 8-hour training, school Principals, SBTMT Chairs, and Vice Chairs must complete a 4-hour face-to-face Role-Specific training course. The Florida Threat Management Model Training must be completed before registering for the Behavioral Threat Mgmt – Role Specific (Course# 39126129).
4. For SBTMT members trained before July 1, 2025, there will be a self-paced, online Annual Refresher training provided by the Office of Safe Schools to be completed by September 9, 2025. Link: Florida Model Refresher Training
5. The BTM Department will hold mandatory Monthly All-Chair Meetings on the last Wednesday of each month (except for November and December) at 10 a.m.

| BTM Mandatory All-Chair Meeting Dates | | | | |
|---|---|---|---|---|
| **8/27/2025** | **9/24/2025** | **10/29/2025** | **11/19/2025** | **12/17/2025** |
| **1/28/2026** | **2/25/2026** | **3/25/2026** | **4/29/2026** | **5/27/2026** |
| **Teams Link: BTM Mandatory All Chair Meeting** | | | | |

6. The Behavioral Threat Management Department now has a SharePoint site. All SBTMT training certificates (Florida Model, Role Specific, Refresher, and SESIR training) will be stored digitally within the BTM SharePoint. All certificates for the SBTMT must be uploaded into SharePoint in the appropriate Folder by August 31, 2025.

**GUIDANCE:**

- Newly identified team members can register for the Florida Threat Assessment Model (Course # 39133468) in Learning Across Broward (LAB).
- Any questions regarding Threat Management training, please email Eliana.Elhefnawy@browardschools.com.
- Per SB Policy 4380, all new SBTMT members have 30 calendar days from day 1 of their appointment to complete the required training.
- The focus of Refresher Training will be on how to navigate the new State Portal. The BTM Department will offer Hot Labs to focus on the new portal throughout the year to assist SBTMTs.
- Every Principal, Chair, and Office Manager has been granted access to their school's digital folder. Please reach out to the BTM Department if you need access to your school folder in our SharePoint.
- Instructions on how to upload the certificates can be found in BTM Canvas Course Resources.

**2025-2026 Behavioral Threat Management Monthly Meeting Requirements**

**ACTIONS:**

1. Per Rule 6A-1.0019 School Safety Requirements and Monitoring. All schools are required to conduct Behavioral Threat Management (BTM) Monthly Meetings.
2. Every school must conduct the first BTA Monthly Meeting for the school year and update all active Monitoring and/or Safety Plans on or before Friday, August 8, 2025. All supportive actions must be in place for full implementation to occur on the first day of school.
3. Every student currently on an active Student Support Management Plan (SSMP) must be discussed during the monthly meetings. The team must review the documentation, showing all actions listed in the monitoring plan have been implemented with fidelity.
4. A handwritten sign-in sheet for each BTA Monthly Meeting must be uploaded into the Behavioral Threat Management SharePoint folder labeled "BTM 25-26 Documents" for your assigned school within 2 school days of the meeting. Electronic and/or Adobe signatures will not be accepted. The sign-in sheet for the BTM Monthly meeting can be found in BTM Canvas Course Resources.

**GUIDANCE:**

- These meetings must be documented in the Office of Safe Schools State Portal. Access to the portal will be via Clever for both traditional and charter schools.
- The meetings are required to be posted by the 20th of every month for both traditional and charter schools.
- Current SSMPs must remain active for the start of the school year to support the student through the month of August.
- All members of the School Based Threat Management Team (SBTMT), a school administrator, a mental health professional, an expert in curriculum/instruction, and a law enforcement officer, are required to participate (in-person or virtual) during each meeting. If any member of the team is unable to attend, the meeting must be rescheduled.
- A list of all students with active SSMPs can be exported from Focus. Instructions on how to pull the report are in the BTM Canvas Course Resources.
- Instructions to assist with the initial review before the first school day in the State Portal will be forthcoming.

**Providing Information and Guidance for Threat Awareness and Threat Reporting**

**ACTIONS:**

1. Per Rule 6A-1.0019, every school is required to provide guidance to all students, faculty, and staff regarding recognition of concerning behavior or threats and must identify members of the school community to whom concerning behaviors and threats should be reported.
2. During Planning Week, before the end of day on **August 8, 2025**, the Chair must present the Florida Model: Awareness for All School Staff Training presentation provided by the Office of Safe Schools. The All-Staff Training Presentation can be accessed in the BTM Canvas Course under BTM Presentations.
3. A sign-in sheet for all participating staff must capture a handwritten signature for all attendees and be uploaded into the Behavioral Threat Management SharePoint folder labeled "BTM 25-26 Documents" for your assigned school by **August 12, 2025**.
4. Presentations on Threat Reporting for Students provided by Safety, Security, & Emergency Preparedness must be shared with students within the first 5 days of school (by August 15, 2025). Evidence of completion (lesson plans, student assembly agenda, etc.) must be uploaded into the Behavioral Threat Management SharePoint folder labeled "BTM 25-26 documents" for your assigned school by Monday, **August 18, 2025**.

**GUIDANCE:**

- At the start of the school year, staff must inform students of threat awareness and threat reporting processes within the first five days of school.
- The See Something, Say Something/ Fortify Florida presentations, listed by grade level, can be accessed in the BTM Canvas Course under BTM Presentations.
- Every teacher should post the See Something, Say Something and the Help Is Here posters provided by the district inside each classroom and review them with students.
- Schools must also inform parents/guardians of the Fortify FL Application and tip reporting options. The BTM Department has incorporated this into Focus with the back-to-school information and the parent/guardian's first login into Focus. The training can be found in the BTM Canvas Course under BTM Presentations.

- Schools should have processes in place to ensure signed Code of Conduct forms are on file. Schools can hold assemblies to review this information with all students and share this information with families at Open House, Meet Your Teacher events, PTA/PTO meetings, etc.

**Access the Statewide Threat Management Portal**

**ACTIONS:**

1. Per State Rule 6A-1.0019, by August 1, 2025, each SBTMT and DTMT must utilize the Florida Model Instrument in the Florida School Safety and Threat Management Portal (STMP) to document and manage all reported threats or concerning behaviors and communications.
2. Access will be limited to SBTMTs, DTMTs, and Department employees who need access to carry out their team membership roles.

**GUIDANCE:**

- Access will be via the BCPS Single Sign-On application (Clever).
- Schools that have an SRO will need to have their IMT submit an IDM request for the Law Enforcement Officer to have access to Clever and the State Portal.
- VPN Group should be set to School Applications.
- Complete non-employee's name, work email address, and cell phone number. The law enforcement Officer must use the municipality's email address.
- Purpose of account should be set to "Other", and the purpose to be entered is "FLDOE SSO – Behavior Threat Management".
- Four-digit location number will be 9726.
- Expiration date should default to June 30, 2026. If not, it is an editable field for up to 1 year.
- Once approved, the LEO will receive an email address with their P number.
- An IT service desk ticket (**via ITservicedesk@browardschools.com**) will need to be sent to include the LEO's name, assigned school, and P8 number generated by the IDM request.
- Schools that use Broward School's Police already have a P number and can access it through Clever.
- For Charter Schools using outside vendors supporting schools for Mental Health Services will also need to have a P8 number and should work with the IMT at their location to obtain that number to access the Charter instance of Clever.
- Access to the state portal is also contingent on completion of all required state training and the Refresher for the 25-26 school year.

If you have any questions, please contact the **Behavioral Threat Management Department at 754-321-3550 or email BTASupport@browardschools.com**. Thank you for all you do to ensure the safety of students and staff.

ARF/MG/KPE:tf

c: Directors, Teaching and Learning
Donte F. Collins, Director, Charter Schools

SCHOOL BOARD OF BROWARD COUNTY

AUDIT COMMITTEE MEETING

KC WRIGHT ADMINISTRATION CENTER
BOARD ROOM
600 SE 3RD AVENUE
FORT LAUDERDALE, FLORIDA

THURSDAY, JANUARY 29, 2026
9:38 A.M. - 12:35 P.M.

Court Reporter:
Timothy R. Bass, Stenographic Reporter
Bass Reporting Service, Inc.
633 South Andrews Avenue, Suite 500
Fort Lauderdale, FL 33301

COMMITTEE MEMBERS IN ATTENDANCE:
MS. MARY FERTIG, Chair
MS. PHYLLIS SHAW, Vice Chair
MR. ROBERT MAYERSOHN (Telephonic)
MR. ANTHONY DE MEO, CPA
MR. ANDREW MEDVIN, CPA
MR. LEW NAYLOR
MS. B. JILL BARON
MR. CHRISTOPHER UPTON
MS. RACHEL ROSAS
MR. ANDREW MEDVIN

OFFICE OF THE CHIEF AUDITOR STAFF:

MR. DAVE RHODES, Chief Auditor
MR. MARK MAGLI, Executive Director, Audits
MS. NAKIA GOULDBOURNE, Manager, Internal Funds
MS. ELENA PRITYKINA, Manager, Operations
MR. MERLIN BUTLER, Manager, Property & Inventory
MR. BRYAN ERHARD, System Support Specialist II
MR. DEREK TILLMAN, Executive Secretary
MS. OCTAVIA ALLEN-HARDAWAY, Clerk Spec C

DISTRICT STAFF:

DR. HOWARD HEPBURN, Superintendent of Schools (Teams)
MR. RYAN SMITH, Director, Business Support Center
MR. ALAN STRAUSS, South Regional Superintendent, Teaching & Learning
MR. JOHN WHITE, Director, Procurement & Warehousing Services
MR. NATHAN SADE, Chief Fire Official
MR. MICHAEL GREGORY, Chief Safety & Security Officer, Safety, Security & Emergency Preparedness
MR. JAMES LA ROSA, Director, Safety & Security Operations
MS. ELIANA ELHEFNAWY, Behavioral Threat Management
MS. KIM PUNZI-ELABIARY, Director, Behavioral Threat Management
MR. CARLOS GOMEZ, Director, Accounting & Financial Reporting
MS. ROMANEIR JOHNSON, Chief Financial Officer

INVITED GUESTS:

MR. EDDIE CASTANEDA, External Auditor, Forviz Mazars
MR. RODERICK HARVEY, External Auditor, HCT Certified Public Accountants and Consultants

MR. SHAWN DAVIS, External Auditor, S. Davis & Associates P.A.
MS. ANNETTE LEWIS, External Auditor S. Davis & Associates, P.A.
MR. ANTHONY BRUNSON, External Auditor, Anthony Brunson, P.A.
MR. JEAN BORNO, External Auditor, Anthony Brunson, P.A.
MS. JUDIAN WINSTON, External Auditor, Anthony Brunson, P.A.
MR. TIM BASS, Court Reporter, United Reporting

**The following pages are excerpts of the draft minutes of the Audit Committee Meeting of January 29, 2026 that are specifically related to the Internal Audit Report Behavioral Threat Management – Training Program for the School Year 2025–2026.**

**The complete minutes, which include Committee discussion on matters not related to this item, are scheduled for Committee discussion and approval at their next scheduled meeting on March 12, 2026.**

MS. SHAW: Actually, the amendment to my motion was that this is reviewed -- reviewed sooner versus later.

MS. FERTIG: All right. Is everybody willing to take that as a friendly amendment, that the review occur --

MR. NAYLOR: Timely.

MS. FERTIG: -- quickly?

Okay. All in favor?

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Opposed?

(No response.)

MS. FERTIG: Okay. Thank you so much. And we look forward to future reviews there.

MR. BRUNSON: Thank you.

MR. BORNO: Thank you.

MS. FERTIG: Okay. We are going to, if it's all right, Mr. De Meo has to leave, I'd like to go to number 13, the Behavioral Threat Management - Training Program for the School Year 2025-26.

And who -- who from the District is going to be commenting on this?

Oh, hi.

MS. PRITYKINA: Hi.

MS. SHAW: Madam Chair, while we're getting

everyone seated, actually, we need a motion to extend time.

MS. FERTIG: We're not at 12:30.

MS. SHAW: 12:30 was the time? I believe the motion that was made in the past was --

MS. FERTIG: Well, we have until 12:30, so why don't we wait and see if we can beat that.

MS. SHAW: Okay.

MS. FERTIG: Okay. All right. Do you all want to make any kind of opening statement here?

MR. RHODES: May I go first, just one point?

MS. FERTIG: Yes, go ahead.

MR. RHODES: I apologize. But I just wanted to remind the board that there are a couple of different points during the year at which these internal funds reports have to be transmitted to the board --

MS. FERTIG: Right.

MR. RHODES: -- due to policy. So this one needs to get to them by March. I just wanted to make sure that we knew that so if there are any amendments or motions --

MS. FERTIG: Yeah, we're gonna -- we're gonna make it through this.

MR. RHODES: Okay.

MS. FERTIG: Okay? All right.

MS. PRITYKINA: Okay. So, hi. Elena Pritykina, I'm a manager with the Office of the Chief Auditor. So, just, I'll try to briefly present this report. This report covered the Behavioral Threat Assessment Program requirements for training of the employees who conduct the behavioral threat management assessments throughout the year and this report covers the 25-26 school year. Because the majority of the departments are done at the start or at the beginning of the school year so that actually covers the entire year. This report covers only the training of the team members -- assignment and training of the team members and orientation for students faculty and stuff as required per the policy and Florida Administrative Code. And this report does not include a review of the actual assessments. And it doesn't include the charter schools, as well.

So we did have nine attributes which in detail are presented on page -- I'm sorry, okay, on page 10 of the report. So nine attributes covered all the requirements and we reviewed all of the locations, 229 of them, including 223

schools K-12 and there were six adult and three kindergarten centers. And out of nine attributes we have two that we found -- that we have findings in for 27 locations out of 229 locations reviewed.

So two findings were related to completeness and timeliness of the BTM training and the other one was timeliness of school-based staff orientations.

Before going into the findings, though, I wanted to bring to your attention that we noticed the significant improvement in compliance comparing to the last year findings and we did identify there was a centralized SharePoint site created by the BTM department to improve oversight of this process which we believe contributed significantly to improvements in compliance.

And, for example, in some of the -- we had -- last year we had 94 schools who did not upload any documentation which resulted in delays in review and contributed to noncompliance as well. And this year we had only three schools who didn't upload the information when it was required and they provided it to us upon the

request.

So there was also significant improvements in training, timeliness of training for the Florida Model Refresher. And last year it was a 10 percent error, this year it's only -- there is nothing. So they all did it timely.

If you would like some more information about the background of this program and what was reviewed we have all the details on pages 6 and 7 of this report.

And as far as the findings, we considered them a low risk level because the majority -- so for finding number 1, we have only two errors and out of three required trainings all the district employees who are on the teams are required to have Basic Florida Model One training and all the employees had that training completed. So there were only two employees who didn't have role-specific training uploaded into their additional roles, so it's an additional training, and there was one employee who didn't complete their refresher. So that employee was trained before, they just needed to update their training this year. And because all of these items were already rectified before the findings were

presented to the management, that is considered as it was taken care of during the normal business duration.

And then in the second finding -- I'm sorry, in the timeliness of that training we had 22 instances. And, again, the refresher training was all timely completed and we had only issues for three employees in day one training which were newly hired teachers and there was just a very small gap in timeliness of completing their training. And the specific training happened to 19 employees. And, again, all that was rectified before we provided the findings to the management.

So the second finding for timeliness of school-based staff orientation we had three schools -- three schools that completed the orientation but they didn't complete it by the District's required due date, before the first day of school. However, they completed it the following week.

So that is pretty much everything. If you have any questions?

MS. FERTIG: Okay. Mr. De Meo.

MR. DE MEO: Yeah. Compliance with the

training, nine attributes seem to involve training, seems to be pretty high, which is good, I think, compared to, you know, what we've seen in the past and this is a relatively new program, but I do have questions.

We don't have any testing of the student side of it, the threats -- the threat management student side. Will that report -- is there a report that we would expect soon on that?

MR. RHODES: No, sir. What we were able to do with the data that we still have access to was to look at the training component. But now that there's the state database and the informing goes directly from the District's team into that database, we have already done all the checking that we can do from all angles and the Florida Administrative Code and any statutory references to this new system has not allowed for either access by the auditors or for even access to make that request to get access to it.

MR. DE MEO: So we can't do any testing on our own?

MR. RHODES: No. Essentially, what that's going to be is that the new auditors for this program is going to be the state based on

information provided by the various districts and/or charter schools.

MR. DE MEO: Okay. And then the charter schools, are they subject to the threat -- to the Florida Harm Prevention Threat Management legislation? Are they --

MR. RHODES: I'll leave that to my staff to answer because I think they have a more in-depth answer for you.

MS. PUNZI-ELABIARY: Kim Punzi-Elabiary, Director of Threat Management, the charter schools are held responsible for State Rule 6A-1.0019, which is the threat management rule, and they are required to attend our training, they are required to enter into the state portal just like traditional schools. Everything applies to charters.

MR. DE MEO: Are we responsible for them? Is the school district responsible for that compliance with the charter schools?

MS. PUNZI-ELABIARY: Well, as the district threat management coordinator I have to read and approve their -- their documents. They have -- we have oversight over them. I do document noncompliance. They have to come through the

training and things like that, but they have their own management company so I'm not sure exactly who -- who has -- I mean, I do what I can to ensure compliance with our charter schools as far as retraining, documenting their deficiencies, et cetera, and reaching out to the state if I have to, because there has been an issue in the past where I had to do that, but my recommendations or my deficiencies that I catch go to their -- through the charter school management office and then eventually to their -- their own management companies.

MR. DE MEO: What do you do with noncompliance issues that you find, you know, irrespective of what the --

MS. PUNZI-ELABIARY: Regardless of traditional school or charter school we are -- so Eliana is my backup, she's secondary district threat management coordinator, so we are documenting our noncompliance. As we read through threat assessments we're documenting timeline deficiencies, we're documenting deficiencies within the process via email, unless they're egregious, then I write a memo where the principal and the chair need to -- and possibly

the vice chair or the entire team needs to come through retraining.

MR. DE MEO: I'm -- I'm -- the training I understand. What about the individual threats, the student problems, what -- do you test or keep track of any lack of compliance with that process?

MS. PUNZI-ELABIARY: So if -- for the student support management plans are we talking?

MR. DE MEO: Yes.

MS. PUNZI-ELABIARY: Okay. So students -- we do hold the schools accountable for uploading evidence of documenting the interventions provided on a monthly basis. So they have to post their monthly meeting that addresses each individual student on a plan and then upload into our SharePoint that was mentioned in the audit report the documentation to support that they've implemented it with fidelity and my team works through all of those documents.

MR. DE MEO: You know, working up to the plan when there is a threat, are you involved with that, compliance with that? Are you aware of --

MS. PUNZI-ELABIARY: So -- right, so part of the process --

MR. DE MEO: Are you privy to that information? Can you access that information.

MS. PUNZI-ELABIARY: The plan, itself?

MR. DE MEO: No, not the plan, before it. It may not result in a plan. Maybe there is some threat and it's evaluated as to whether it's low or high or whatever, do you test or are you aware of compliance or do you look at compliance with --

MS. PUNZI-ELABIARY: Yes, so we have to -- I actually have to approve every threat assessment, itself, and sign off on it, on its validity, accuracy, et cetera. So does the principal. So before it gets to me it goes through the principal.

MR. DE MEO: Can you give us a report on that?

MS. PUNZI-ELABIARY: On?

MR. DE MEO: Compliance.

MS. PUNZI-ELABIARY: On my findings of noncompliance?

MR. DE MEO: Yes.

MS. PUNZI-ELABIARY: So I have already started to do that and a quarterly report is drafted. We're just waiting for review by Chief

Gregory and then we will provide that to audit committee.

MS. FERTIG: So we should see that in March.

MS. PUNZI-ELABIARY: Yeah, for at least quarter 2. I have quarter 2 done.

MR. DE MEO: That's all I got.

MS. FERTIG: All right. Dave.

MR. RHODES: At one point not long ago when this information started to come out about the new portal that was being implemented, a board member asked me to determine whether or not the District had liability where these charter schools were concerned. And the information that I obtained and talked with legal at some point, it was determined that this board is only liable for the schools that it provides the leadership over, meaning the traditional schools. Each individual charter school or like a cluster of charter schools that might be under a management company, they have their own respective boards who are equally liable for them or their group.

MR. DE MEO: I'd like to see our general counsel's opinion on that, I really would, in a formal opinion.

MR. RHODES: Yeah, we can -- we can ask for

that. And I'll also look through the records to try to find what I received and it was probably about a month -- probably about two months ago now because I believe it was before the holidays even revved up.

MR. DE MEO: Man, if I were the external auditors I'd want something from the school board's general counsel indicating that -- that's a huge contingent liability, huge. We need some documentation on that.

MR. RHODES: As I mentioned earlier --

MS. FERTIG: We need documentation from the general counsel's office.

MR. DE MEO: From the general counsel; yeah.

MR. RHODES: As I mentioned earlier, the line in the sand seemed to be the difference between it being a traditional school under this school board versus various schools that had their own 501(c)(3)s and their own respective companies that we do not have any control over, therefore, they would necessarily have to provide the information through the same portal, through their own access on any of these threat assessments that they were working on and working toward.

MS. FERTIG: In the interest of time, if we could just get a report on that maybe at our next meeting or you could send a -- you can respond to us via email about what you have on that.

Is there anything else on the report before us?

MR. NAYLOR: Yeah, I'd like to compliment the department on how well things have cleaned up. My question is -- this is for school-based staff and students. Is there a threat assessment for other locations?

MS. PUNZI-ELABIARY: So --

MR. NAYLOR: Is there a policy; is there any --

MS. PUNZI-ELABIARY: So our policy and the state policy is K-12. However, I -- I have included our technical centers' students.

MR. NAYLOR: What about your bus drivers, your --

MS. PUNZI-ELABIARY: So we do not do threat assessments on adults.

MR. NAYLOR: If somebody notices something that's going on, you know, there's -- there's opportunities from school-based staff to say something, but what about the rest of the staff?

And I'm just bringing that up as a question.

MS. PUNZI-ELABIARY: So we -- under -- under the threat management office, we do have warning signs, a training that every -- every staff member has to take, but the process of a threat assessment is only applicable currently to someone enrolled at a Broward County school whether it be traditional or charter.

MR. NAYLOR: Okay. Thank you.

MS. PUNZI-ELABIARY: You're welcome.

MS. FERTIG: Yes.

MR. GREGORY: If I -- maybe just to add onto that Chief Mike Gregory, Chief Safety & Security Officer for the school district, Kim is correct, the portal and the structured behavioral threat assessment process is designed for K-12 students. Any adult or employee situation would go through a traditional HR and/or disciplinary process for -- and the police department process to review a threat of an employee or a threat about an employee. All personnel has acces to the FortifyFlorida reporting tool, anonymous reporting tool. We monitor those threats that come through the FortifyFlorida tool as well as anything that comes through our 1-800 number, or

our dispatch number. We have reporting, a tips website. Employees and/or anyone else can report tips about an employee through that website. They go back to our police department, they get reviewed. We also coordinate with the Broward Sheriff's Office threat assessment team that they run countywide. So there is a lot of visibility. As well as the State of Florida Threat Assessment Fusion Center. So we have a lot of visibility into the adult world through those other tools. And then this tool is for the students.

MR. NAYLOR: Right. Right. Thank you.

MS. FERTIG: Okay. Is there a motion to transmit this report?

MR. NAYLOR: Motion to transmit.

MS. SHAW: Second.

MS. FERTIG: Second, Phyllis.

Okay. It's been moved and seconded to transmit the Behavioral Threat Management Training Program for the School Year 2025-26 Audit. All in favor?

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Opposed?

(No response.)

MS. FERTIG: Okay. Thank you.

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | DD. Chief Auditor |
| **DEPARTMENT:** | Auditing |

| | |
|---|---|
| Agenda Item Number: | DD-5. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**Internal Audit Report - Audit of the Internal Funds of Selected Schools**

**REQUESTED ACTION:**

**Receive Internal Audit Report - Audit of the Internal Funds of Selected Schools. 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 Executive Summary.

**EXHIBITS:**

- Executive Summary
- OCA - Internal Funds ONLINE
- Minutes Excerpt 01-29-26

**FINANCIAL IMPACT:**

There is no financial impact to the District.

**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: | Dave Rhodes | Phone: | 754-321-2400 |
| Name: | Mark Magli | Phone: | 754-321-2400 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Senior Leader & Title

David G. Rhodes, Chief Auditor

Signature

David G. Rhodes, Chief Auditor

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dave Rhodes
Title: Chief Auditor
Phone: 754-321-2400

**EXECUTIVE SUMMARY**

Audit of the Internal Funds of Selected Schools

**Board Meeting Date:** March 10, 2026

**Requested Action:** Receive Internal Audit Report for the Audit of the Internal Funds of Selected Schools.

**School Board Policy Requirement/Authority:** Policies 1700 Office of the Chief Auditor & 3410 Internal Funds

**Statutory Requirement/Authority:** 6A-1.001 F.A.C & Florida Statute1001.42(12)(l)

**District-zone Impact:** District-wide

**Impact of the School Board's Vote:**
**- If the School Board votes "Yes":** The Board would formally receive the audit report on the Internal Funds of Selected Schools in accordance with applicable laws, rules and policies.
**- If the School Board votes "No":** The Board would not formally receive the audit report as required by Florida statute, which could result in noncompliance with statutory oversight requirements.

**Background/History**

This report includes the audited internal funds of fifty (50) schools for the 2024-25 school year. Forty-five (45) schools generally complied with controls in place without exception to promote compliance with the School Board's policies and procedures. There are five (5) schools with audit exceptions.

| Responsible School | Exception | Rating | Financial Impact |
|---|---|---|---|
| Charles Drew Elementary School | Receipting Documentation – BC-40P receipts for cash collections were not retained and presented for audit as required by Florida Redbook Chapter 8. | High | Unable to Determine |
| Discovery Elementary School | Disbursements – Purchase Cards – A P-card reconciliation review indicated that the school overspent the amount pre-loaded with the Business Support Center by $3,020.65. | High | -$3,020.65 (School Level) |
| | School Improvements – The school utilized funds in excess of generally allowable 10-15% for staff related items which are restricted expenses per Chapter 8. Management response rejected the OCA recommendation. | High | -$6,499.90 (School level) |
| Falcon Cove Middle School | Disbursements – The improper procedure of voiding checks resulted in a duplicate payment of $2,779 to a vendor in September 2024. The auditor requested | High | $2,779 (School Level) |

| Responsible School | Exception | Rating | Financial Impact |
|---|---|---|---|
| | that the school follow up again with the vendor which resulted in the refund of the duplicate payment in November 2025. | | |
| Nova Eisenhower Elementary School | Disbursements – Purchase Cards – A P-card reconciliation review indicated that the school overspent the amount pre-loaded with the Business Support Center by $6,479.01 | High | -$6,479.01 (School level) |
| South Plantation High School | Fundraising – School did not complete fundraising financial statements for Parking as required by Redbook Chapter 8 and Standard Practice Bulletin I-402. Additionally, for a separate fundraiser it was noted that sales in the amount of $308 were not deposited in the school's account. | High | -$308 (School level) |
| | Disbursements – Purchase Cards – A P-card reconciliation review indicated that the school did not receive a refund of their unused pre-loaded amount from the Business Support Center of $7,080.26. | High | $7,080.26 (School level) |

The Audit Committee reviewed and approved the transmission of this report to the School Board at the January 29, 2026 Audit Committee meeting.

**Alignment to 2027 Goals and Guardrails:**
This item aligns with Guardrail 4: Accountability, which includes expectations, evaluation, transparency, and continuous improvement.

**Measurable Outcome(s)/Return on Investment:**
Promote compliance with regulatory requirements and School Board policies and procedures.

**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 | — | — | — | | |

**Multi-year agreement: Yes / No**
**Procurement Method:** N/A

**Impact on Schools:** Each school with an exception has submitted a response to include the corrective actions that will be taken to strengthen controls and ensure compliance.

**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

# INTERNAL FUNDS AUDIT REPORT

## Audit of the Internal Funds of Selected Schools



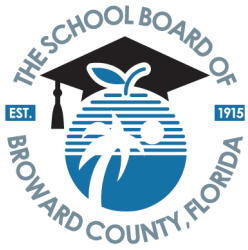

**To be presented to the:**

**Audit Committee on**
**January 29, 2026**

**The School Board of Broward County, Florida on**
**March 10, 2026**

**By**

**The Office of the Chief Auditor**




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

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.

**browardschools.com**

Established 1915
BROWARD
County Public Schools

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**Dave Rhodes, Chief Auditor**
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**The School Board of Broward County, Florida**

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

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Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

January 22, 2026

Members of the School Board of Broward County, Florida
Members of the School Board Audit Committee
Dr. Howard Hepburn, Superintendent of Schools

Ladies and Gentlemen,

We have audited the Statement of Changes in Fund Balances for the Internal Funds of fifty (50) schools pursuant to the Florida State Board of Education, Administrative Rule 6A-I.00 I and School Board Policy 1700. Each school is responsible for the preparation of the Statement of Changes in Fund Balances. Our responsibility is to express an opinion on these statements based on our audits.

We conducted our audits in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform these audits to obtain reasonable assurance that the financial statements are free of material misstatements. The audit at these schools included an examination of the Internal Funds.

An audit includes evaluating and examining, on a test basis, the financial statements and supporting documents. In planning and performing our audits of the schools' financial statements, we considered the internal control structures. Our review of the internal control structures facilitates the development of the audit procedures and the expression of an opinion on the financial statements. We believe our audits provide a reasonable basis for our opinion.

The schools' records were maintained in conformity with the School Board's accounting procedures for Internal Funds. These accounting procedures require all financial transactions be recorded on a cash basis method, with no records maintained on accounts receivables, accounts payable, or accruals. Accordingly, the Statements of Changes in Fund Balances, as shown in this report, do not present the financial position or the results of operations of the school in the manner required by generally accepted accounting principles.

Our audits indicated that forty-five (45) schools in this report generally complied with prescribed policies and procedures. The five (5) remaining schools' reports contained audit exceptions.

In our opinion, the Statement of Changes in Fund Balances for the schools present fairly the changes in fund balances of the schools' Internal Funds, arising from cash transactions.

We wish to express our appreciation to the administration and staff for their cooperation and courtesies extended during our audit.

Sincerely,

Dave Rhodes
Chief Auditor
Office of the Chief Auditor

Audits Supervised and Reviewed by:

Dave Rhodes
Nakia Gouldbourne, CIA, CRMA

Audits Performed by:

Patrick Beauvoir
Alexandra Corrales-Giron
Elizabeth Gabay
Joy Hipolito
Venesha Lewin
Toyya Lewis
Raysa Lugo
Beverly Mungal
Cynthia Sheffield
Dr. Kathleen Watson-Wilkin

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INTERNAL AUDITOR'S REPORT

## AUTHORIZATION

State Board of Education Rule 6A-1.1001, Florida Administrative Code, requires District School Boards to provide for audits of Internal Funds. In accordance with School Board Policy 1700 and the Audit Plan for the 2025-26 fiscal year, the Office of the Chief Auditor has audited the financial statements for the location listed in the Table of Contents section of this report. The financial statements were prepared on the basis of cash receipts and disbursements, which is a comprehensive basis of accounting other than generally accepted accounting principles. These financial statements are the responsibility of the Principal/Director. Our responsibility is to express an opinion on these financial statements based on our audits.

## SCOPE, OBJECTIVES, AND METHODOLOGY

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. We selected and tested a representative sample of receipts and disbursements for the audited location. We also analyzed selected activities where the location generated significant revenues. An audit also includes assessing the accounting principles and significant estimates made by the administration, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

We perform our audits with the objectives of:

- expressing an opinion on the financial statements of the location.
- evaluating compliance by the location with the policies and procedures prescribed by the Standard Practice Bulletins.
- evaluating the internal control structure at the location to determine the extent to which selected control environment factors promote compliance with the policies and procedures prescribed by the Standard Practice Bulletins.

We conducted our audits in accordance with generally accepted government auditing standards issued by the Comptroller General of the United States. Those standards require we plan and perform these audits to obtain reasonable assurance that the financial statements are free of material misstatements.

Financial Statements

In our opinion, the financial statements contained in these audit reports present fairly, in all material respects, the changes in fund balances arising from cash transactions of the location, on the cash basis of accounting.

Compliance

We also tested compliance with selected policies and procedures prescribed by the Florida Department of Education Financial and Program Cost Accounting & Reporting for Florida Schools and Standard Practice Bulletins.

Internal Control Structure

In planning and performing our examinations, we obtained an understanding of the:

- internal control structure established by the administration.
- operational internal control policies and procedures relevant to cash receipts and disbursements.
- assessed level of controlled risk to determine the nature, timing, and extent of substantive tests for compliance with applicable laws, administrative rules, and district policies; including the reliability of financial records and the safeguarding of assets.

The scope of our audits also included an assessment of the controls in place at the location to promote compliance with the Standard Practice Bulletins, which contain the procedures established to control the use of the Internal Funds. A material weakness is a reportable condition in which the design or operation of one or more of the internal control structure elements does not reduce to a relatively low level the risk that material errors or irregularities in the location's financial records, cash receipts, and disbursements, may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions.

The results of our audit for the individual locations are included within the report.

# Section I:

## Audit Reports with Exceptions

# THE OFFICE OF THE CHIEF AUDITOR
# SUMMARY OF INTERNAL AUDIT REPORTS WITH EXCEPTIONS

| School and Region | Audit Committee Report Date | Region | FY 2025 Bookkeeper | Audit Exceptions | Guidance |
|---|---|---|---|---|---|
| **Charles Drew Elementary School** | 1/29/2026 | North | **BSC** | Cash collections and Receipting Documentation | **Chapter 8, SPB I-302** |
| **Discovery Elementary School** | 1/29/2026 | Central | **BSC** | Disbursements, School Improvements | **Chapter 8, SPB I-305, I-204, I-205** |
| **Falcon Cove Middle School** | 1/29/2026 | South | **Non-BSC** | Disbursements | **Chapter 8, SPB I-305** |
| **Nova Eisenhower Elementary School** | 1/29/2026 | Central | **BSC** | Purchase Cards | **Chapter 8, SPB I-305** |
| **South Plantation High School** | 1/29/2026 | Central | **BSC** | Fundraising, Purchase Cards | **Chapter 8, SPB I-402, I-305** |

# Charles Drew Elementary School

# 2024 & 2025

CHARLES DREW ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2023-24 AND 2024-25 FISCAL YEARS
JULY 1, 2023, THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

| | |
|---|---|
| Address: | 1000 NW 31st Avenue, Pompano Beach, FL 33069 |
| Region: | North |
| Regional Supt.: | Dr. Jermaine Fleming |
| Director: | Ricardo Santana |
| Principal: | Dr. Kicia Johnson-Daniel |
| Bookkeepers: | Cheryl Davis, Business Support Center (October 2023-Present)<br>Shavelle Phillips, Business Support Center (July 2023–Sept 2023) |

## CASH AND INVESTMENT SUMMARY

| | 6/30/24 | 6/30/25 |
|---|---|---|
| Cash Account: | | |
| Checking Account – J.P. Morgan Chase | $ 16,261.81 | $ 12,893.71 |
| TOTAL | $ 16,261.81 | $ 12,893.71 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Charles Drew Elementary School for the 2023-24 and 2024-25 fiscal years. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2023-24 and 2024-25 fiscal years, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies, and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

## CASH COLLECTIONS AND RECEIPTING DOCUMENTATION

Per Redbook, Chapter 8, Internal Funds, 1.4 Cash Collections, and Deposits, "all money collected by the school must be substantiated by pre-numbered receipts, consecutively numbered class receipt records, reports of monies collected, prenumbered tickets, reports of tickets issued and sold, or other auditable records. Standard Practice Bulletin (SPB) I-302 Cash Collections states that all receipting documents and pre-numbered tickets shall be maintained on perpetual inventories and collection amounts are reconciled to the amounts recorded on receipting documentation and in Great Plains.

During the inventory and analysis of collections recorded in BC-40P Receipt Books and Monies Collection Envelopes, BC-40P Book #4767 was not made available for audit. There was no indication that this book was signed out on the log and no *Certificate of Loss* was completed prior to the audit.

### Recommendation

The Office of the Chief Auditor (OCA) recommends that the school Principal review Redbook Chapter 8 and Standard Practice Bulletin I-302 and develop proper controls over receipting instruments.

The OCA recommends that the Business Support Center provide the Principal with additional support in implementing formal procedures and controls. The additional support should include comprehensive training for staff on their responsibilities and requirements.

**CHARLES DREW ELEMENTARY SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2023 - 2024**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ - | $ - | $ - | $ - | $ - | $ - |
| Music | - | - | - | - | - | - |
| Classes | 6,410.43 | 1,373.00 | 775.97 | 620.15 | 3,374.27 | - 4,253.34 |
| Clubs | 1,518.19 | 339.54 | - | 567.73 | 708.73 | - 1,716.73 |
| Departments | 1,145.58 | - | - | 311.94 | 44.92 | - 1,412.60 |
| Trusts | 4,423.17 | 7,309.09 | 8,586.45 | 3,906.02 | 1,277.92 | - 5,773.91 |
| General | 2,192.75 | 1,121.93 | 209.45 | - | - | - 3,105.23 |
| **TOTALS** | $ 15,690.12 | $ 10,143.56 | $ 9,571.87 | $ 5,405.84 | $ 5,405.84 | 16,261.81 |

**CHARLES DREW ELEMENTARY SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ - | $ - | $ - | $ - | $ - | $ - |
| Music | - | 85.00 | - | - | 85.00 | - |
| Classes | 4,253.34 | 1,775.00 | 1,887.28 | 395.60 | 3,194.56 | 1,342.10 - |
| Clubs | 1,716.73 | 2,409.00 | 2,257.05 | - | 435.00 | 1,433.68 - |
| Departments | 1,412.60 | - | - | - | - | 1,412.60 - |
| Trusts | 5,773.91 | 13,035.40 | 16,337.22 | 11,892.44 | 7,397.70 | 6,966.83 - |
| General | 3,105.23 | 193.34 | 384.29 | 940.00 | 2,115.78 | 1,738.50 - |
| **TOTALS** | $ 16,261.81 | $ 17,497.74 | $ 20,865.84 | $ 13,228.04 | $ 13,228.04 | 12,893.71 |

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**Ryan A. Smith, Director**
**Business Support Center**

**PHONE:** 754-321-0668 **FAX:** 754-321-0591 **EMAIL:** ryan.smith@browardschools.com

DATE: November 20, 2025

TO: Dave G. Rhodes, Chief Auditor
Office of the Chief Auditor

FROM: Ryan A. Smith, Director
Business Support Center

Rosheika Y. Rolle, Principal
Charles R. Drew Elementary School

SUBJECT: **RESPONSE- AUDIT REPORT ON INTERNAL ACCOUNTS-FISCAL YEAR 2023-24 & 2024-25**

This correspondence acknowledges the receipt and prompt review of the Internal Audit report for Charles R. Drew Elementary School covering Fiscal Years (FY) 2023-24 and 2024-25. The audit identified one exception related to **Cash Collections and Receipting Documentation over the two-year period.**

Research showed that the BC-40P receipt book was issued to a sponsor on 10/17/2023, and the sponsor failed to return it before transferring to another location. The bookkeeper failed to complete a certificate of loss documenting that the book was not returned.

In alignment with the Office of the Chief Auditor's (OCA) recommendations, the following corrective actions will be taken to provide additional support to the location.

- The Bookkeeper assigned to the location will attend mandatory training on cash collections and receipting standards by **December 31, 2025.**
- The Supervisor of Internal Funds will perform two site visits before **February 27, 2026,** to confirm the school is operating within established standards for receipting processes and inventory verification.
- The Principal will ensure that all sponsors attend district training prior to assuming sponsor responsibilities.
- The Principal will replace any sponsors who fail to operate within established standards and procedures.

The BSC and Charles R. Drew Elementary School take these findings seriously and remain committed to maintaining sound financial practices and ensuring compliance with all applicable guidelines.

SUBJECT: **RESPONSE- AUDIT REPORT ON INTERNAL ACCOUNTS- FISCAL YEAR 2023-24 & 2024-25**

PAGE: 2

For additional information or clarification, please contact me directly at 754-321-0668.

cc: David Rhodes
Dr. Jermaine Fleming
Ricardo Santana
Jennifer Andreu
Nakia Gouldbourne
Victoria Phillips

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**DR. JERMAINE V. FLEMING, REGIONAL SUPERINTENDENT**
**NORTH REGIONAL OFFICE**

**PHONE:** 754-321-3600 **FAX:** 754-321-3630 **EMAIL:** jermaine.fleming@browardschools.com

December 1, 2025

TO: Dave G. Rhodes, Chief Auditor
Office of the Chief Auditor

FROM: Dr. Jermaine V. Fleming, Regional Superintendent
North Regional Office

SUBJECT: **CHARLES DREW ELEMENTARY SCHOOL INTERNAL ACCOUNTS AUDIT FISCAL YEAR 2023-24 & 2024-25**

This correspondence comes as a response to the Chief Auditor's internal accounts audit conducted for Charles Drew Elementary School covering Fiscal Years (FY) 2023-24 and 2024-25. The audit identified one exception related to Cash Collections and Receipting Documentation. I have thoroughly read and reviewed the audit report and the principal's response in their entirety. In alignment with the Office of the Chief Auditor's (OCA) recommendations, the North Regional Office will implement the actions below:

- The North Region Director will meet with the principal and review the audit findings.
- The North Region Director will verify with the principal that all sponsors who did not attend the live district training view the recorded sessions prior to assuming sponsor responsibilities.
- The North Region Director will direct principal to replace any sponsors who fail to operate within established standards and procedures.
- The North Region Director will visit the school monthly to review the school's compliance with the Business Support Center's established processes for cash collections and receipting documentation.

It is important to note that the current principal was not in her role during the audit period covered in this report, but she is fully committed to ensuring that these issues do not occur under her leadership. The North Regional Office takes these findings seriously. We will monitor this area closely at the school. The corrective actions will be implemented and reviewed as indicated above. I may be reached at (754) 321-3600 for additional information.

JVF/RJS:sr

Attachments

C: Ricardo J. Santana, Director, North Regional Office
Ms. Roshieka Rolle, Acting Principal, Charles Drew Elementary School

# DiscoveryElementary School
# 2025

DISCOVERY ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 8800 NW 54th Court, Sunrise, Florida 33351

Region: Central

Regional Supt: Dr. Ted Toomer

Director: Dr. Ducarmel Augustin

Principals: Dr. Ingrid Osgood (July 2025 – Current)
Julie DeGreeff (July 2016 – June 2025)

Bookkeeper: Chequita Butler – Business Support Center

## CASH AND INVESTMENT SUMMARY

| | | 6/30/25 |
|---|---|---|
| Cash Account: | | |
| Checking Account – JP Morgan Chase Bank | $ | 91,504.92 |
| TOTAL | $ | 91,504.92 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Discovery Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

**DISBURSEMENTS**

According to the Financial & Program Cost Accounting & Reporting for Florida Schools (Redbook) Chapter 8, 1.3 and 1.4, checks must be used to disburse and account for funds, with the Principal responsible for all financial transactions and proper check signatures. Per Standard Practice Bulletin (SPB) I-305, disbursements from internal accounts require written authorization from the Principal and must be supported by original invoices or paid receipts. During the Internal Funds audit, the auditor reviews disbursements to ensure all necessary information and approvals are in place.

A review of disbursements from the school to the Business Support Center showed that the school prepaid for purchase card (P-card) expenditures from Account *6005-0000 - Activity Fees* for aftercare. An analysis of the FY2025 pre-loads paid to the Business Support Center compared to the amount of expenditures per the P-Card statements indicated a discrepancy. The P-card pre-loads totaled $35,628.39, while expenditures were $38,649.04, resulting in an overspend of $3,020.65. As of the completion of the audit, the overspend had not been paid.

Check authorizations were accompanied by a "P-Card Re-Load Request" form; however, per SPB I-305, all disbursements must be supported by an original invoice or receipt.

**Recommendation**

The Office of the Chief Auditor recommends that the school Principal review the purchase card pre-payments and expenditures with the Business Support Center to resolve the outstanding balance owed for the purchase card expenditures. Additionally, the Principal should consult with the Business Support Center to ensure proper reconciliation of purchase card payments and expenditures are implemented.

**SCHOOL IMPROVEMENTS**

Per Financial & Program Cost Accounting & Reporting for Florida Schools (Redbook) Chapter 8, 2.5 General a. This category encompasses all accounts for funds that are to be used for the general welfare of the student body. Additionally, Chapter 8, 3.4 Restricted Expenses, restricts expenditures on equipment or supplies used for curriculum or classroom use. Standard Practice Bulletin (SPB) I-204 Trusts states that up to 15% of the General account may be used for school improvements. Such funds should be transferred to a Trust Account specifically established to track school improvement expenditures. Per SPB I-205, purchase of materials, supplies and postage appropriated for in the school's budget funds is an inappropriate expenditure, except when the school's budget funds have been verified as being exhausted or unavailable.

A review of *Account 6313-8000 School Improvements* indicated a beginning balance of $6,817.54, and an additional $3,242.42 transferred during FY25. A review of the School Improvement disbursements indicated expenditures of $6,699.89, which includes an invoice for $6,499.90 for twenty-two (22) office chairs paid in September 2024. During FY2025, *Account 7025 - General Account* had a balance of $21,616.11; the expenditures from school improvements were approximately thirty-one percent (31%) of the total General account balance instead of the allowable fifteen percent (15%).

**Recommendation**

The Office of the Chief Auditor recommends that the Principal review Redbook Chapter 8 and Standard Practice Bulletins I-205 and I-204 and develop proper controls over the funding and use of School Improvement funds. In addition, the Principal should consult with the Business Support Center to ensure the controls are adequately implemented.

We recommend the Principal only transfer funds to *School Improvement Account 6313-0000* for a specific objective to be utilized in the current school year and unused funds be transferred back into Account 7025-0000 General Account. If the purpose is for a project that requires the monies to remain in trust beyond the current school year, then it should be for a documented specific purpose. Per Redbook, Chapter 8 Internal Funds 2.4 Trust Accounts:

1. Funds collected for a specific, restricted purpose shall be accounted for in a trust account.
2. When the purpose of the trust fund has been accomplished or becomes inoperative, unused trust funds shall be returned to the person(s) from whom collected.
3. If a school organization undertakes a project extending beyond the current fiscal year or receives a restricted donation to be used over a period of time beyond the year in which received, approval must be granted in accordance with district school board rules and the funds held in a trust account.

**DISCOVERY ELEMENTARY SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ - | $ - | $ - | $ - | $ - | $ - |
| Music | | | | | | - |
| Classes | 16,461.95 | 48,528.40 | 26,966.31 | 12,304.73 | 23,246.34 | 27,082.43 |
| Clubs | 1,565.80 | 2,060.00 | 2,148.75 | - | - | 1,477.05 |
| Departments | 14,687.01 | 60.72 | 2.44 | 1,868.55 | - | 16,613.84 |
| Trusts | 47,101.82 | 365,595.71 | 399,147.90 | 21,486.67 | 9,946.61 | 25,089.69 |
| General | 21,616.11 | 3,771.61 | 1,678.81 | 4,887.42 | 7,354.42 | 21,241.91 |
| **TOTALS** | $ 101,432.69 | $ 420,016.44 | $ 429,944.21 | $ 40,547.37 | $ 40,547.37 | $ 91,504.92 |

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**Ryan A. Smith, Director**
**Business Support Center**

**PHONE:** 754-321-0668 **FAX:** 754-321-0591 **EMAIL:** ryan.smith@browardschools.com

December 20, 2025

TO: Dave Rhodes, Chief Auditor
Office of the Chief Auditor

FROM: Ryan A. Smith, Director
Business Support Center

Dr. Ingrid Osgood, Principal
Discovery Elementary School

SUBJECT: **RESPONSE- AUDIT REPORT ON INTERNAL ACCOUNTS-FISCAL YEAR 2024-25**

This correspondence acknowledges receipt and prompt review of the findings from the Internal Audit performed for fiscal year (FY) 2025 for Discovery Elementary School. The audit revealed two exceptions related to **purchase card (P-Card) disbursements and School Improvements.**

Below are the corrective measures that the Business Support Center (BSC) and school leadership have agreed to and have implemented to prevent further exceptions related to P-Card disbursements.

P-Card Disbursements:

- The District Internal Funds P-Card process was revised effective **September 1, 2025**, eliminating the requirement for disbursements as part of the encumbrance process.
- This process change mitigates the risk of future **overpayments or underpayments** related to P-Card encumbrances.
- A comprehensive reconciliation of the school's P-Card activity was completed for the entire period beginning **July 1, 2023**.
- The outstanding balance identified during the audit will be **paid in full by January 9, 2026**, resolving the P-Card audit exception.

After careful review, the BSC rejects the conditions and recommendations of the audit finding related to School Improvements. Standard Practice Bulletin (SPB) I-204 was updated to explicitly define the proper handling of School Improvement Trust Accounts in response to a previous audit finding. Based on the conditions observed, the school operated in compliance with SPB I-204, which permits the purchase of tangible property to update or enhance areas of the building used by students or the public.

SUBJECT: **RESPONSE- AUDIT REPORT ON INTERNAL ACCOUNTS-FISCAL YEAR 2024-25**

PAGE: 2

In addition, the Chief Auditor was provided written confirmation on 2/21/2025 from the Florida Department of Education that our revised Standard Practice Bulletin would supersede requirements contained in Chapter 8 of the Florida Financial & Program Cost Accounting & Reporting for Florida Schools regarding this issue.

The BSC and Discovery Elementary School take these findings seriously and remain committed to maintaining sound financial practices and ensuring compliance with all applicable guidelines.

Please contact me directly at 754-321-0668 if I may be of further assistance.

cc: Dr. Ted Toomer
Jennifer Andreu
Ducarmel Augustin
Nakia Gouldbourne
Zorimar Melendez
Victoria Phillips

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**DR. TED D. TOOMER, CENTRAL REGIONAL SUPERINTENDENT**
**CENTRAL REGIONAL OFFICE**

**PHONE:** 754-321-3000 **FAX:** 754-321-3049 **EMAIL:** ted. toomer@browardschools.com

January 5, 2026

TO: Dave Rhodes, Chief Auditor
Office of the Chief Auditor

FROM: Ted D. Toomer, Ed.D.
Central Regional Superintendent

**SUBJECT: DISCOVERY ELEMENTARY SCHOOL INTERNAL AUDIT – FISCAL YEAR 2024-2025**

This correspondence acknowledges receipt and review of the audit findings for fiscal year 2024-25 for Discovery Elementary School. I have read the response to the findings as well. In addition to the corrective measures the principal is instituting, the Office of the Central Regional Superintendent will provide the following support and oversight in assisting the school in this area:

- The director will review Redbook Chapter 8, 1.3, 1.4, 2.4, 2.5, 3.4, and Standard Practice Bulletins I-204, I-205, and I-305 with the principal to ensure proper implementation of policies, procedures, and guidelines about purchase cards, pre-payments, expenditures, and use of School Improvement funds.
- The director will monitor the corrective actions noted in the Business Support Center's response to ensure they are occurring in the manner described by the principal and Business Support Center.
- The director will include a review of the school procedures in the regularly scheduled site visits with the principal and provide appropriate guidance and support for improvement.

The Office of the Central Regional Superintendent recognizes the seriousness of these audit findings. We will work with the school to develop, implement, and monitor sound business practices that should prevent further occurrences of this nature. As always, I may be reached at 754-321-3000 for additional information.

TT/DA:smr

c: Ducarmel Augustin, Ph.D., Director, Teaching & Learning
Ingrid Osgood, Ed.D., Principal, Discovery Elementary School

The audit of Discovery Elementary School resulted in an exception relating to school improvement purchases, the Office of the Chief Auditor (OCA) report is summarized as follows:

A review of the school improvement disbursements indicated that the school spent $6,499.90, thirty-one (31%) of the General Account, to purchase twenty-two (22) adult office chairs in September 2024. The purchase amount exceeded the ten to fifteen percent (10-15%) of the General Account as deemed generally acceptable per Standard Practice Bulletin (SPB) I-205 General.[1] However, SPB I-205 also states the purchase of materials, supplies and postage appropriated for in the school's budgeted funds is an inappropriate expenditure, except when the school's budgeted funds were verified as being exhausted or unavailable. According to the Financial and Program Cost Accounting and Reporting for Florida Schools Manual ("Redbook") Chapter 8, 2.5, General account funds are to be utilized for the general welfare of the student body. Chapter 8, 3.4 Restricted Expenses, also restricts expenditures on equipment or supplies used for curriculum or classroom use.

The Business Support Center (BSC) Director's response to the audit exception stated:

> *After careful review, the BSC rejects the conditions and recommendations of the audit finding related to School Improvements. Standard Practice Bulletin (SPB) I-204 was updated to explicitly define the proper handling of School Improvement Trust Accounts in response to a previous audit finding. Based on the conditions observed, the school operated in compliance with SPB I-204, which permits the purchase of tangible property to update or enhance areas of the building used by students or the public.*
>
> *In addition, the Chief Auditor was provided written confirmation on 2/21/2025 from the Florida Department of Education that our revised Standard Practice Bulletin would supersede requirements contained in Chapter 8 of the Florida Financial & Program Cost Accounting & Reporting for Florida Schools regarding this issue.*

OCA Follow Up to Management Response

In response to the audit exception, the BSC Director referenced an email sent to the Chief Auditor on February 21, 2025 which included a Florida Department of Education ("FDOE") letter, dated June 18, 2012 (See Appendix D.1-Attachment 1), as a justification for revising the Standard Practice Bulletin and the BSC's rejection of the conditions and the recommendations reported in the audit of internal funds for Discovery Elementary.

In the letter, the FDOE replied to a letter former BCPS superintendent (R.R.) previously submitted to the FDOE, on June 7, 2012, notifying the Commissioner of Education of the District's intent to centralize its school internal fund accounting and a request to modify policies and procedures regarding the school internal funds as outlined in "Redbook."

[1] See SPB I-205 Subsection III. A. 5.

On January 5, 2026, the OCA requested the BSC Director provide a copy of the June 7, 2012 letter from the former superintendent (R.R) referenced in the FDOE letter for further context; however, it was not provided as of the date of this OCA response.

The email also included correspondence dated January 13, 2025 (See Appendix D.4 & D.5 - Attachment 2), wherein the BSC Director wrote the following:

> *"Based on this history, can you please confirm that BCPS is able to modify, at our discretion, the policies and procedures contained in the Redbook Chapter 8, by issuing our own clearly written board approved policies and officer approved internal procedures."*

The OCA reviewed the FDOE's response provided in the email to the BSC director, which stated the following:

> *"The district* ***school board can modify policies and procedures*** *regarding school internal fund, from outlined in the 2023 Red Book, to best meet its needs.* (Emphasis Added)
>
> ***District management*** *is responsible for the design, implementation, and maintenance of internal control around school internal fund, as well as providing an annual audit of school internal funds as part of the financial audit requirements."* (Empasis Added)

The communication indicated that the "school board" has the authority to modify policies and procedures regarding school internal funds but specified that management was responsible for the design, implementation, and maintenance of the internal control around internal fund.

The BSC Director also wrote that SPB I-204 Trusts was updated. The updated SPB was made effective in April 2025, which was subsequent to the purchase of the items noted in the report (See Appendix D.12 - Attachment 3). The updated SPB I-204 as well as the recently updated SPB I-305 Disbursements (*December 1, 2025*) modifies policies and procedures outlined in Redbook Chapter 8 without District school board approval, specifically pertaining to restricted expenses and parking fees. As stated by the FDOE, the District school board can modify policies and procedures, district management is responsible for the design, implementation and maintenance of the controls.

The OCA recommends that Business Support Center submit modifications to policies and procedures for Internal Funds that are not in line with Redbook Chapter 8 to the District School Board for review and approval in accordance with the letter and email guidance provided by the FDOE.

GUIDANCE

- School Board Policy 3410 Internal Funds:

I. Monies collected and expended within a school by pupils and school personnel shall be used for financing the normal program of student activities, to provide necessary and proper services and materials, and for other purposes consistent with the school program as established and approved by The School Board of Broward County.

- Redbook Chapter 8 Internal Funds - Section I – Principles:

2. In meeting a requirement of Governmental Accounting Standards Board (GASB) Statement 84, Fiduciary Activities, the financial transactions of school organizations shall be accounted for and reported as custodial funds, if designated as fiduciary. **If the financial activities are not designated as fiduciary, the activities are reported in special revenue funds 491-499, Miscellaneous**.

3. If the district school board or faculty or staff determine the general use of funds, or **if funds are used for the benefit of faculty and staff**, **they should not be considered as custodial funds, but special revenue funds.**

7. Custodial funds shall be used to benefit activities authorized by the District School Board.

9. Funds collected shall be expended to benefit those students in school unless the funds are being collected for a specific documented purpose or are generated by career education productions shops…funds designated for general purposes shall be used to benefit the student body.

- Redbook Chapter 8 Internal Funds – Section 3.4 Restricted Expenditures, the following expenditures from internal funds are **deemed inappropriate** and shall not be made **except from trust funds collected for a specifically identified purpose**.

a. **Equipment**, supplies, forms and postage for curricular or classroom use. The exception is for revenues derived from career education production shop, which may be used for these purposes.

h. **Repairs and maintenance of district school board equipment for which district school board funds are available**. The exception is for revenues derived from career education production shops, which may be used for these purposes.

- Redbook Chapter 8 Internal Funds – Section 5 Modification of Chapter Provisions, 5.1 School districts that use centralized accounting systems for internal funds may apply to the Commissioner of Education for modification of the policies and procedures in the chapter.

# Falcon Cove Middle School
# 2025

FALCON COVE MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 4251 Bonaventure Blvd, Weston, Florida 33332

Region: South

Regional Supt: Alan Strauss

Director: Teresa Hall

Principal: Steven Carruth

Bookkeeper: Galeine Montimere

CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – J.P. Morgan Chase Bank | $ 202,303.72 |
| Investment: | |
| Treasurer's Pool | 160,000.00 |
| TOTAL | $ 362,303.72 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Falcon Cove Middle School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

**DISBURSEMENTS**

Per the Redbook Chapter 8 – Internal Funds, SECTION II – GENERAL PRACTICES 8. Bank statements shall be reconciled as soon as received, preferably by a person other than the person who receives and disburses funds. Per Standard Practice Bulletin (SBP) I-305, disbursements from internal accounts must be authorized in writing by the Principal.

During our review of the school's disbursement records and adjustments, it was noted that check number 1314 in the amount of $2,779 was voided in the Great Plains general ledger system and reissued as check number 1324. However, both checks were cashed which resulted in a double payment to the vendor. It was also noted that the Principal did not sign the *Expense Reimbursement/Payment Request* form for check number 1324. A refund was requested from the vendor in September 2024 but never received. During the audit in October 2025 at the request of the auditor, the bookkeeper sent a follow-up request for a refund. A refund of $2,779 was received from the vendor and deposited by the school in November 2025.

A review of additional voided checks revealed that checks were voided within the Great Plains general ledger system, however the auditor reviewed the status of the checks within the banking system and noted that the status remained "outstanding". The auditor advised the bookkeeper to reach out to the bank to ensure the checks were voided to avoid potential duplicate payments.

**Recommendation**

The Office of the Chief Auditor (OCA) recommends that the school verify that all voided checks are correctly handled in both the Great Plains general ledger system and the bank. The Principal and Bookkeeper should examine all outstanding checks during monthly reconciliations to ensure voids are accurately reflected in both systems.

Additionally, the OCA recommends that the Principal and Bookkeeper consult the Treasury Department for guidance and training on proper procedures to void checks with the bank.

Furthermore, Standard Practice Bulletin I-305 Disbursements provides detailed guidance on issuing, signing, and documenting disbursements, however, the bulletin does not have a process for voiding checks. The OCA recommends that the Principal contact the Business Support Director to review Standard Practice Bulletin I-305 on Disbursements and establish procedures for voiding checks both in the Great Plains general ledger system and at the bank.

**FALCON COVE MIDDLE SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ 6,624.04 | $ 23,846.80 | $ 16,854.76 | $ 940.72 | $ 12,469.67 | $ 2,087.13 |
| Music | 7,150.83 | 25,827.60 | 27,453.96 | - | - | 5,524.47 |
| Classes | 2,691.49 | 224,498.12 | 216,457.21 | - | 6,920.18 | 3,812.22 |
| Clubs | 150,231.85 | 263,766.66 | 244,545.63 | 31,246.28 | 35,684.76 | 165,014.40 |
| Departments | 20,918.47 | 14,289.53 | 6,646.34 | 1,281.14 | - | 29,842.80 |
| Trusts | 57,629.23 | 102,052.27 | 104,581.13 | 47,827.40 | 35,390.13 | 67,537.64 |
| General | 81,419.44 | 18,302.08 | 20,405.66 | 23,032.12 | 13,862.92 | 88,485.06 |
| **TOTALS** | $ 326,665.35 | $ 672,583.06 | $ 636,944.69 | $ 104,327.66 | $ 104,327.66 | $ 362,303.72 |

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BROWARD
County Public Schools

**Falcon Cove Middle School**
**Steven Carrut, Principal**
4251 Bonaventure Blvd.
Weston, Florida 33332
phone: 754-323-3200 • fax: 754-323-3285
steven.carruth@browardschools.com
www.browardschools.com/falconcove

**The School Board of Broward County, Florida**

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Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

DATE: December 4, 2025

TO: Alan Strauss, South Regional Superintendent
Office of the South Regional Superintendent

FROM: Steve Carruth, Principal
Falcon Cove Middle School

**SUBJECT: RESPONSE-AUDIT REPORT ON INTERNAL ACCOUNTS FISCAL YEAR 2025**

This correspondence serves as confirmation of receipt and prompt review of the findings from the Internal Audit performed for fiscal year (FY) 2025 for Falcon Cove Middel School. The audit revealed one policy exception related to a voided check that resulted in a double payment to a vendor. In response, the following recommendations outlined in the Audit Report have been implemented to prevent future exceptions in this area:

**Policy Compliance Measures:**

· Effective immediately, all voided checks will be verified in the Great Plains ledger and with Chase Bank to ensure that they cannot be cashed. We have contacted the Treasury Department to ensure we are following the correct process to void checks with the Bank properly.

· Additionally, we are working with the Budget Support Department on their recommended process for voided checks since Bulletin I-305 does not address voided checks directly. This will ensure compliance with any voided checks in the future.

All voided checks will be examined during monthly reconciliations to ensure that all voided checks are accurately reflected in both systems to avoid any over payments.

**Commitment to Compliance and Financial Integrity:**

At Falcon Cove Middle School, we remain committed to maintaining the highest standards of financial accountability, transparency, and compliance with district policies. Our leadership team and budget keeper have taken proactive steps to ensure that all processes align with the established guidelines, preventing future exceptions.

We appreciate the guidance provided through this audit process and value the opportunity to continuously strengthen our financial practices. Please do not hesitate to reach out should you require any further information or documentation regarding our corrective measures.

cc: Teresa Hall, Director, Office of the South Regional Superintendent
Nakia Gouldbourne, Director, Office of the Chief Auditor
Raysa Lugo, Senior Auditor, Office of the Chief Auditor

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County Public Schools

**ALAN STRAUSS, SOUTH REGIONAL SUPERINTENDENT, TEACHING & LEARNING**
**OFFICE OF THE SOUTH REGIONAL SUPERINTENDENT**

**PHONE:** 754-321-3200 **FAX:** 754-321-3216 **EMAIL:** alan.strauss@browardschools.com

December 5, 2025

TO: Dave Rhodes, Chief Auditor
Office of the Chief Auditor

FROM: Alan Strauss, South Regional Superintendent
Office of the South Regional Superintendent

SUBJECT: **FALCON COVE MIDDLE SCHOOL – INTERNAL AUDIT FY2025**

The Superintendent's office recognizes the seriousness of the audit findings, particularly those related to the processing and documentation of voided checks. We acknowledge the importance of maintaining accurate financial records and ensuring that all transactions are properly reflected in both the Great Plains general ledger system and the bank records.

To address the findings, the Superintendent's office will collaborate closely with the principal to establish clear processes and procedures for the proper handling of voided checks. These measures will include:

- Implementing a standardized procedure for processing voided checks in both the Great Plains general ledger system and the bank.
- Establishing a monthly reconciliation process for the principal and the bookkeeper to review all outstanding checks, ensuring that voided checks are accurately reflected in both systems.

The South Regional Director will incorporate a review of the newly adopted procedures into regularly scheduled site visits with the principal. During these visits, the Director will provide guidance and support to help ensure continuous improvement.

AS:mg

c: Steven Carruth, Principal, Falcon Cove Middle School
Teresa Hall, Director, South Regional Superintendent's Office
Nakia Gouldbourne, Director, Office of the Chief Auditor
Raysa Lugo, Senior Auditor, Office of the Chief Auditor

# Nova Eisenhower Elementary School

# 2025

NOVA EISENHOWER ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

| | |
|---|---|
| Address: | 6501 SW 39th Street, Davie, Florida 33314 |
| Region: | Central |
| Regional Supt.: | Dr. Ted Toomer |
| Director: | Dr. Ducarmel Augustin |
| Principal: | Kristi Rippo |
| Bookkeepers: | Brandic Greene - Business Support Center (7/2025- Current)<br>Ashley Collins – Business Support Center (7/2024 - 6/2025) |

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase Bank | $ 70,711.81 |
| TOTAL | $ 70,711.81 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Nova Eisenhower Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

**DISBURSEMENTS – PURCHASE CARDS**

According to the Financial & Program Cost Accounting & Reporting for Florida Schools (Redbook) Chapter 8, 1.3 and 1.4, checks must be used to disburse and account for funds, with the Principal responsible for all financial transactions and proper check signatures. Per Standard Practice Bulletin (SPB) I-305, disbursements from internal accounts require written authorization from the Principal and must be supported by original invoices or paid receipts. During the Internal Funds audit, the auditor reviews disbursements to ensure all necessary information and approvals are in place.

A review of disbursements from the school to the Business Support Center showed that the school prepaid for purchase card (P-card) expenditures from Account *6005-0000 - Activity Fees* for aftercare. During the FY2024 audit, the Principal, bookkeeper and Business Support Center were informed that it appeared the school's expenditures exceeded their pre-loads by approximately $5,300.00 in April 2025 resulting in unpaid P-card expenditures.

An analysis of the FY2025 pre-loads paid to the Business Support Center compared to the amount of expenditures per the P-Card statements indicated that the total balance of unpaid P-card expenditures rose to $6,479.01. As of the completion of the audit, the balance of unpaid P-card expenditures had not been resolved.

Check authorizations were accompanied by a "P-Card Re-Load Request" form; however, per SPB I-305, all disbursements must be supported by an original invoice or receipt.

**Recommendation**

The Office of the Chief Auditor recommends that the school Principal review the purchase card pre-payments and expenditures with the Business Support Center to resolve the outstanding balance owed for the purchase card expenditures. Additionally, the Principal should consult with the Business Support Center to ensure proper reconciliation of purchase card payments and expenditures are implemented.

**NOVA EISENHOWER ELEMENTARY SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Classes | $ 5,376.25 | $ 39,683.16 | $ 38,607.19 | $ 1,176.35 | $ 3,859.19 | $ 3,769.38 |
| Clubs | 1,232.37 | 2,090.76 | 1,749.92 | 110.84 | 298.42 | 1,385.63 |
| Departments | 8,160.14 | 6,991.77 | 4,709.96 | 2,285.36 | 2,845.65 | 9,881.66 |
| Trusts | 13,592.19 | 297,974.82 | 289,061.37 | 12,832.70 | 4,948.64 | 30,389.70 |
| General | 33,677.09 | 4,846.13 | 8,784.43 | 846.01 | 5,299.36 | 25,285.44 |
| **TOTALS** | $ 62,038.04 | $ 351,586.64 | $ 342,912.87 | $ 17,251.26 | $ 17,251.26 | $ 70,711.81 |

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**Ryan A. Smith, Director**
**Business Support Center**

**PHONE:** 754-321-0668 **FAX:** 754-321-0591 **EMAIL:** ryan.smith@browardschools.com

December 19, 2025

TO: Dave Rhodes, Chief Auditor
Office of the Chief Auditor

FROM: Ryan A. Smith, Director
Business Support Center

Kristi Rippo, Principal
Nova Eisenhower Elementary School

SUBJECT: **RESPONSE- AUDIT REPORT ON INTERNAL ACCOUNTS-FISCAL YEAR 2024-25**

This correspondence acknowledges receipt and review of the Internal Audit Report for Nova Eisenhower Elementary School for Fiscal Year 2024–2025. The audit identified one exception related to purchase card (P-Card) disbursements.

To address this issue, the District Internal Funds P-Card process was revised effective September 1, 2025. Under the updated process, disbursements are no longer required as part of the encumbrance process. This change eliminates the risk of future overpayments or underpayments related to P-Card encumbrances, as noted in the audit.

Additionally, a full reconciliation of the school's purchase card activity was completed for the period beginning July 1, 2023. The remaining balance owed by the school was paid in full on December 19, 2025, thereby resolving the audit exception.

The Business Support Center and Nova Eisenhower Elementary School take these findings seriously and remain committed to maintaining sound financial practices and ensuring full compliance with District policies and applicable guidelines.

Please contact me at 754-321-0668 if additional information is needed.

cc: Dr. Ted Toomer
Jennifer Andreu
Dr. Ducarmel Augustin
Nakia Gouldbourne
Zorimar Melendez
Victoria Phillips

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**DR. TED D. TOOMER, CENTRAL REGIONAL SUPERINTENDENT**
**CENTRAL REGIONAL OFFICE**

**PHONE:** 754-321-3000 **FAX:** 754-321-3049 **EMAIL:** ted. toomer@browardschools.com

January 5, 2026

TO: Dave Rhodes, Chief Auditor
Office of the Chief Auditor

FROM: Ted D. Toomer, Ed.D.
Central Regional Superintendent

**SUBJECT: NOVA EISENHOWER ELEMENTARY SCHOOL INTERNAL AUDIT – FY 2024-2025**

This correspondence acknowledges receipt and review of the audit findings for fiscal year 2024-25 for Nova Eisenhower Elementary School. I have read the response to the findings as well. In addition to the corrective measures the principal is instituting, the Office of the Central Regional Superintendent will provide the following support and oversight in assisting the school in this area:

- The director will review Redbook Chapter 8, 1.3, 1.4, and Standard Practice Bulletins I-305 with the principal to ensure proper implementation of policies, procedures, and guidelines about purchase cards, pre-payments, expenditures, and disbursements.
- The director will monitor the corrective actions noted in the Business Support Center's response to ensure they are occurring in the manner described by the principal and Business Support Center.
- The director will include a review of the school procedures in the regularly scheduled site visits with the principal and provide appropriate guidance and support for improvement.

The Office of the Central Regional Superintendent recognizes the seriousness of these audit findings. We will work with the school to develop, implement, and monitor sound business practices that should prevent further occurrences of this nature. As always, I may be reached at 754-321-3000 for additional information.

TT/DA:smr

c: Ducarmel Augustin, Ph.D., Director, Teaching & Learning
Kristi Rippo, Principal, Nova Eisenhower Elementary School

# South Plantation High School

# 2025

SOUTH PLANTATION HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

| | |
|---|---|
| Address: | 1300 Paladin Way, Plantation, Florida 33317 |
| Region: | Central |
| Regional Supt.: | Dr. Ted Toomer |
| Director: | Haleh Darbar |
| Principal: | Alexandra Ries |
| Bookkeepers: | Crystal Cuff – Business Support Center (April 2025 - Current)<br>Rhonda Tribbey – Business Support Center (July 2024 – March 2025) |

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – J.P. Morgan Chase | $ 238,430.76 |
| Investment: | |
| Treasurer's Pool Account | 155,000.00 |
| TOTAL | $ 393,430.76 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of South Plantation High School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

**FUNDRAISING**

According to Redbook Chapter 8, 2.3 Classes, Clubs and Departments, b. the sponsor of each school club or organization is responsible for providing adequate financial documents and records to the principal and is responsible for retaining duplicates. 2.3.e states, a financial report shall be filed with the Principal's office at the close of each fundraising activity. Standard Practice Bulletin (SBP) I-402 Fundraising Activities indicates that the sponsor of each Class, Club or Department is responsible for providing adequate financial documentation and records which must be retained for audit. The auditor reviews the Financial Reports and inventory documentation required in the Standard Practice Bulletin and Chapter 8 as part of the Internal Funds audit.

While reviewing fundraising activities, we noted that the financial report and related inventory documentation for parking decals was not presented for audit.

In addition, a review of the chocolate sale fundraiser for the Class of 2026 indicated that the amount of boxes sold did not reconcile to the amount of funds recorded in the school's general ledger. Per the financial report there were 52 boxes sold at $60 each totaling $3,120, however the auditor could only substantiate $2,812 receipted into the school's account noting a shortage of $308. BC-40P Book #11 was issued on March 5, 2025 for chocolate sales with a starting receipt # of 6883993; however this book was indicated as missing, and a *Certificate of Loss* was presented to the auditor. The auditor's review of the transactions in Great Plains did not show any receipt numbers posted in Great Plains subsequent to the date the BC-40P was issued.

**Recommendation**

The Office of the Chief Auditor OCA recommends that the school Principal review Chapter 8 and SPB I-402 and ensure the proper implementation of procedures regarding the financial documents and records related to fundraising activities.

The OCA recommends that the Business Support Center provide the Principal with additional support in implementing formal procedures and controls. The additional support should include comprehensive training for all Sponsors on their responsibilities and requirements.

**PURCHASE CARDS**

Per Redbook Chapter 8, approved pre-numbered checks shall be used to disburse and account for funds and the Principal is responsible for all financial transactions and proper check signatures. Per SPB I-305 disbursements from internal accounts must be authorized in writing by the Principal and be accompanied by original invoices or paid receipts. As a part of the Internal Funds audit, the auditor reviews disbursements to ensure that all required information and approvals are completed for disbursements.

A review of disbursements from the school to the Business Support Center revealed that the school pre-paid for purchase card expenditures. The OCA completed an analysis of purchase card pre-loads and expenditures from FY2024 through FY2025 which indicates that at the end of FY2025 the school had overfunded their purchase card by $7,080.26. As of November 7, 2025 the school had not been issued a refund of the overages.

**Recommendation**

The Office of the Chief Auditor recommends that the school Principal review the purchase card reconciliation and request reimbursements for any excess payment. In addition, the principal should consult with the Business Support Center to ensure the controls are adequately implemented.

The OCA also recommends that the Business Support Center develop and document proper procedures before the implementation of changes to disbursements and purchase card protocols. It is further recommended that excess pre-payments be analyzed and returned to schools prior to the close of the fiscal year for proper reflection on their financial reports

**SOUTH PLANTATION HIGH SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ 6,872.47 | $ 50,237.88 | $ 33,445.33 | $ 50.00 | $ 7,780.63 | $ 15,934.39 |
| Music | 2,832.95 | 101,032.55 | 98,974.71 | 6,850.66 | 6,271.31 | 5,470.14 |
| Classes | 30,327.69 | 221,002.00 | 201,262.71 | 52,315.89 | 52,394.74 | 49,988.13 |
| Clubs | 177,781.37 | 235,026.79 | 235,219.04 | 102,414.26 | 128,616.39 | 151,386.99 |
| Departments | 19,416.28 | 8,478.73 | 7,714.43 | 2,799.08 | 3,255.99 | 19,723.67 |
| Trusts | 99,603.33 | 112,085.38 | 143,493.49 | 96,389.22 | 107,651.78 | 56,932.66 |
| General | 40,787.79 | 17,747.76 | 9,692.50 | 46,876.58 | 1,724.85 | 93,994.78 |
| **TOTALS** | $ 377,621.88 | $ 745,611.09 | $ 729,802.21 | $ 307,695.69 | $ 307,695.69 | $ 393,430.76 |

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**Ryan A. Smith, Director**
**Business Support Center**

**PHONE:** 754-321-0668 **FAX:** 754-321-0591 **EMAIL:** ryan.smith@browardschools.com

November 21, 2025

TO: Dave Rhodes, Chief Auditor
Office of the Chief Auditor

FROM: Ryan A. Smith, Director
Business Support Center

Alexandra Ries, Principal
South Plantation High School

SUBJECT: **RESPONSE- AUDIT REPORT ON INTERNAL ACCOUNTS-FISCAL YEAR 2024-25**

This correspondence acknowledges receipt and prompt review of the findings from the Internal Audit performed for fiscal year (FY) 2025 for South Plantation High School. The audit revealed two exceptions related to **Fundraising and Purchase Cards.**

Below are the corrective measures that the Business Support Center (BSC) and school leadership have agreed to and will be implementing to prevent further exceptions related to each area.

Fundraising:

- The current and former Bookkeepers assigned to the location will attend mandatory training on fundraising standards, including the proper completion and verification of associated financial reports, and the Certificate of Loss procedures by **December 31, 2025.**
- The BSC will create a video training for district sponsors on how to properly complete the financial report required by them for all fundraisers. This training will be completed and shared with all South Plantation High School sponsors by **January 30, 2026.**
- Beginning **February 17, 2026,** the Principal will ensure that all sponsors review this training prior to assuming sponsor responsibilities over any fundraising activities.
- The Principal will replace any sponsors who fail to operate within established standards and procedures.

Purchase Cards:

- The current Bookkeeper failed to submit the requested P-Card reconciliation for review within the timeframe requested. Proper documentation and follow-up, in accordance with district standards, has been administered.

SUBJECT: **RESPONSE- AUDIT REPORT ON INTERNAL ACCOUNTS-FISCAL YEAR 2024-25**

PAGE: 2

- The reconciliation by the OCA is being verified and the refund check owed will be issued by **December 5, 2025.**

The BSC and South Plantation High School take these findings seriously and remain committed to maintaining sound financial practices and ensuring compliance with all applicable guidelines

Please contact me directly at 754-321-0668 if I may be of further assistance.

cc: Dr. Ted Toomer
Jennifer Andreu
Haleh Darbar
Nakia Gouldbourne
Zorimar Melendez
Victoria Phillips

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**DR. TED D. TOOMER, REGIONAL SUPERINTENDENT**
**CENTRAL REGIONAL OFFICE**

**PHONE:** 754-321-3000 **FAX:** 754-321-3049 EMAIL: ted.toomer@browardschools.com

November 21, 2025

TO: Dave Rhodes, Chief Auditor
Office of the Chief Auditor

FROM: Ted Toomer, Ed.D.
Regional Superintendent

**SUBJECT: SOUTH PLANTATION HIGH SCHOOL INTERNAL AUDIT RESPONSE – FISCAL YEAR 2025**

This correspondence comes to acknowledge receipt and review of the audit findings for fiscal year 2025 for South Plantation High School. I have read the response to the findings as well. In addition to the corrective measures the principal is instituting, the Office of the Central Regional Superintendent will provide the following support and oversight in assisting the school in this area:

- The director will review Redbook Chapter 8, Standard Practice Bulletins I-402 and I-305 with the principal to ensure proper implementation of policies, procedures and guidelines pertaining to fundraising and disbursement.
- The director will monitor the corrective actions noted in the Business Support Center's response to ensure they are occurring in the manner described by the principal and Business Support Center.
- The director will include a review of the newly adopted school procedures in the regularly scheduled site visits with the principal and provide appropriate guidance and support for improvement.

The Office of the Central Regional Superintendent recognizes the seriousness of these audit findings. We will work with the school to develop, implement, and monitor sound business practices that should prevent further occurrences of this nature. As always, I may be reached at 754-321-3000 for additional information.

TT/HD:smr

c: Haleh Darbar, Director, Teaching & Learning
Alexandra Ries, Principal, South Plantation High School

# Section II:

## Audit Reports with No Exceptions

APOLLO MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 6800 ARTHUR STREET, HOLLYWOOD, FL 33024

Region: South

Regional Supt: Alan Strauss

Director: Thomas Correll

Principal: Dr. Louis Kushner

Bookkeepers: Colby J. Essue - Business Support Specialist (Sept. 2025 – Present)
Elisa Tavares – Business Support Specialist (Oct. 2022 – June 2025)

## CASH AND INVESTMENT SUMMARY

| | | 6/30/25 |
|---|---|---|
| Cash Account: | | |
| Checking Account – JP Morgan Chase Bank | $ | 83,183.38 |
| Treasurer's Pool Account | $ | 6,000.00 |
| TOTAL | $ | 89,183.38 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Apollo Middle School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**APOLLO MIDDLE SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | DEBIT ( FUND - ) | CREDIT ( FUND + ) | TRANSFERS OUT | TRANSFERS IN | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ 19,062.74 | $ 15,957.41 | $ 20,276.00 | $ 12,309.97 | $ 10,126.80 | $ 21,198.16 |
| Music | 1,302.22 | 2,968.22 | 3,142.40 | 2,769.88 | 1,816.14 | 522.66 |
| Classes | 1,688.39 | 64,785.76 | 68,069.00 | 5,780.01 | 1,432.43 | 624.05 |
| Clubs | 27,205.20 | 26,702.98 | 36,716.75 | 18,128.04 | 16,434.43 | 35,592.56 |
| Departments | 7,623.82 | 3,995.23 | 9,993.09 | 8,595.50 | 5,830.10 | 10,856.28 |
| Trusts | 14,552.11 | 31,500.93 | 20,199.15 | 12,332.00 | 24,966.58 | 16,265.07 |
| General | 7,881.14 | 6,207.10 | 3,141.64 | 2,953.60 | 2,262.52 | 4,124.60 |
| **TOTALS** | $ 79,315.62 | $ 152,117.63 | $ 161,538.03 | $ 62,869.00 | $ 62,869.00 | $ 89,183.38 |

BAYVIEW ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 1175 Middle River Drive, Fort Lauderdale, Florida 33304

Region: Central

Regional Supt: Dr.Ted D. Toomer

Director: Joseph Balchunas

Principal: Michael Breslaw

Bookkeepers: Carol Howe -Business Support Center (July 2024-Current)
Paula Alexander -Business Support Center (August 2024-October 2024)

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase Bank | $ 133,434.29 |
| TOTAL | $ 133,434.29 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Bayview Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**BAYVIEW ELEMENTARY SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ - | $ - | $ - | $ - | $ - | $ - |
| Music | - | - | - | | - | - |
| Classes | 2,283.01 | 144,858.60 | 145,932.80 | 11,132.39 | 11,394.39 | 946.81 |
| Clubs | 100.11 | 1,280.00 | 1,078.32 | 115.24 | - | 417.03 |
| Departments | 1,237.54 | 120.00 | 8.90 | 402.48 | 446.64 | 1,304.48 |
| Trusts | 31,791.53 | 656,351.37 | 595,876.52 | 14,453.84 | 14,646.15 | 92,074.07 |
| General | 38,305.03 | 2,133.16 | 2,129.52 | 383.23 | - | 38,691.90 |
| **TOTALS** | $ 73,717.22 | $ 804,743.13 | $ 745,026.06 | $ 26,487.18 | $ 26,487.18 | $ 133,434.29 |

CENTRAL PARK ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

| | |
|---|---|
| Address: | 777 North Nob Hill Road, Plantation, Fl 33324 |
| Region: | Central |
| Regional Supt.: | Dr. Ted Toomer |
| Director: | Joseph Balchunas |
| Principal: | Lori Turner |
| Bookkeeper: | Pamela Hunter - Business Support Center |

CASH AND INVESTMENT SUMMARY

| | 6/30/2025 |
|---|---|
| Cash Account: | |
| Checking Account –JP Morgan Bank | $ 101,112.42 |
| Investment: | |
| Treasurer's Pool Account | $ 20,000.00 |
| TOTAL | $ 121,112.42 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of for Central Park Elementary School the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS
None

**CENTRAL PARK ELEMENTARY SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ - | $ - | $ - | $ - | $ - | $ - |
| Music | | | | | | - |
| Classes | $ 2,707.42 | $ 78,151.00 | $ 73,603.38 | $ 5,641.05 | $ 9,120.09 | $ 3,776.00 |
| Clubs | $ 5,906.05 | $ 1,550.00 | $ 1,575.63 | $ - | $ 635.53 | $ 5,244.89 |
| Departments | $ 5,033.68 | $ 83.06 | $ 3.32 | $ 132.60 | $ 212.34 | $ 5,033.68 |
| Trusts | $ 14,371.25 | $ 590,449.94 | $ 577,569.37 | $ 44,194.54 | $ 20,285.09 | $ 51,161.27 |
| General | $ 62,982.20 | $ 7,143.55 | $ 7,277.00 | $ 10,079.20 | $ 17,031.37 | $ 55,896.58 |
| **TOTALS** | $ 91,000.60 | $ 677,377.55 | $ 660,028.70 | $ 60,047.39 | $ 47,284.42 | $ 121,112.42 |

CHARLES W. FLANAGAN HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

| | |
|---|---|
| Address: | 12800 Taft Street, Pembroke Pines, FL 33028 |
| Region: | South |
| Regional Supt.: | Alan Strauss |
| Director: | Teresa Hall |
| Principal: | Brad Fatout |
| Bookkeeper: | Lisa Mitrani - Business Support Center |

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase Bank | $ 96,098.84 |
| Investment: | |
| Treasury Pool Account | 270,000.00 |
| TOTAL | $ 366,098.84 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Charles W. Flanagan High School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

## CHARLES W. FLANAGAN HIGH SCHOOL

## STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

## 2024 - 2025

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ 55,463.40 | $ 56,136.52 | $ 79,322.76 | $ 9,415.73 | $ 12,649.93 | $ 29,042.96 |
| Music | 1,785.08 | 69,124.12 | 23,615.99 | 14,937.32 | 56,452.60 | 5,777.93 |
| Classes | 9,275.90 | 159,008.60 | 162,164.31 | 67,925.09 | 65,241.24 | 8,804.04 |
| Clubs | 124,118.84 | 190,231.43 | 192,236.79 | 58,308.57 | 63,958.55 | 116,463.50 |
| Departments | 31,822.61 | 22,764.17 | 18,714.59 | 16,680.47 | 13,373.98 | 39,178.68 |
| Trusts | 101,436.12 | 113,604.17 | 166,400.35 | 105,652.19 | 64,324.24 | 89,967.89 |
| General | 83,777.25 | 16,194.78 | 26,189.36 | 23,362.75 | 20,281.58 | 76,863.84 |
| **TOTALS** | $ 407,679.20 | $ 627,063.79 | $ 668,644.15 | $ 296,282.12 | $ 296,282.12 | $ 366,098.84 |

COOPER CITY HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

| | |
|---|---|
| Address: | 9401 Stirling Road, Cooper City, Florida 33328 |
| Region: | South |
| Regional Supt.: | Alan Strauss |
| Director: | Teresa Hall |
| Principal: | Sean Curran |
| Bookkeeper: | Kathryn Marimon |

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chasse | $ 58,619.12 |
| Investment: | |
| Treasurer's Pool Account | 225,000.00 |
| TOTAL | $ 283,619.12 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Cooper City High School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**COOPER CITY HIGH SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ 47,257.12 | $ 98,109.15 | $ 120,771.43 | $ 1,760.89 | $ 378.97 | $ 25,976.76 |
| Music | 9,539.54 | 26,578.00 | 32,683.44 | 6,760.39 | 2,641.59 | 7,552.90 |
| Classes | 18,163.61 | 188,184.92 | 188,616.44 | 18,735.88 | 18,014.79 | 18,453.18 |
| Clubs | 137,982.57 | 480,714.52 | 480,163.15 | 77,165.97 | 69,419.75 | 146,280.16 |
| Departments | 18,770.68 | 68,765.28 | 85,341.18 | 11,481.23 | 3,332.34 | 10,343.67 |
| Trusts | 58,930.51 | 209,619.10 | 188,928.19 | 34,179.31 | 52,499.85 | 61,300.88 |
| General | 14,285.73 | 19,921.25 | 16,699.03 | 5,670.24 | 9,466.62 | 13,711.57 |
| **TOTALS** | $ 304,929.76 | $ 1,091,892.22 | $ 1,113,202.86 | $ 155,753.91 | $ 155,753.91 | $ 283,619.12 |

CYPRESS BAY HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 18600 Vista Park Blvd, Weston, FL 33332

Region: South

Regional Supt: Alan Strauss

Director: Teresa Hall

Principal: Jorge Souza (September 2025 – Current)
Dr. Kassandra Fried (July 2024 – August 2025)

Bookkeeper: Berkys C. Mejia – Business Support Center

## CASH AND INVESTMENT SUMMARY

| | | 6/30/25 |
|---|---|---|
| Cash Account: | | |
| Checking Account – J.P. Morgan Chase Bank | $ | 92,838.03 |
| Investment: | | |
| Treasurer's Pool Account | | 870,000.00 |
| TOTAL | $ | 962,838.03 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Cypress Bay High School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**CYPRESS BAY HIGH SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ 141,737.89 | $ 89,948.46 | $ 87,114.38 | $ 32,265.24 | $ 14,590.13 | $ 162,247.08 |
| Music | 3,740.57 | 60,569.00 | 53,595.22 | 3,612.51 | 11,235.15 | 3,091.71 |
| Classes | 46,092.77 | 427,578.41 | 397,928.57 | 21,247.14 | 26,789.18 | 70,200.57 |
| Clubs | 420,242.71 | 1,301,009.76 | 1,276,337.93 | 229,009.17 | 211,861.26 | 462,062.45 |
| Departments | 15,785.51 | 7,647.99 | 4,201.65 | 76.80 | 1,114.10 | 18,194.55 |
| Trusts | 198,546.11 | 321,013.40 | 375,298.68 | 207,256.86 | 242,757.17 | 108,760.52 |
| General | 116,545.35 | 61,865.72 | 55,009.19 | 47,837.76 | 32,958.49 | 138,281.15 |
| **TOTALS** | $ 942,690.91 | $ 2,269,632.74 | $ 2,249,485.62 | $ 541,305.48 | $ 541,305.48 | $ 962,838.03 |

DEERFIELD BEACH MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 700 SE 6th Avenue, Deerfield Beach, Florida 33441

Region: North

Regional Supt: Dr. Jermanine Fleming

Director: Todd LaPace

Principal: Dr .LaTori Fulton

Bookkeeper: Latavia Thompkins – Business Support Center

## CASH AND INVESTMENT SUMMARY

| | | 6/30/25 |
|---|---|---|
| Cash Account: | | |
| Checking Account – JP Morgan Chase Bank | $ | 92,440.01 |
| Investment: | | |
| Treasurer's Pool Account | $ | 10,000.00 |
| TOTAL | $ | 102,440.01 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Deerfield Beach Middle School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**DEERFIELD BEACH MIDDLE SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ 8,542.62 | $ 10,854.30 | $ 12,638.62 | $ 7,665.95 | $ 8,152.73 | $ 6,271.52 |
| Music | 8,203.21 | 12,580.32 | 15,566.98 | 8,567.08 | 11,212.71 | 2,570.92 |
| Classes | 3,494.89 | 5,390.00 | 5,089.23 | - | 1,759.99 | 2,035.67 |
| Clubs | 24,243.00 | 12,462.50 | 18,050.05 | 5,371.96 | 8,408.58 | 15,618.83 |
| Departments | 4,564.09 | 64.48 | 2.58 | - | 61.90 | 4,564.09 |
| Trusts | 48,221.37 | 45,454.21 | 46,356.67 | 32,925.33 | 32,794.32 | 47,449.92 |
| General | 13,392.49 | 64,049.98 | 61,373.32 | 10,878.59 | 3,018.68 | 23,929.06 |
| **TOTALS** | $ 110,661.67 | $ 150,855.79 | $ 159,077.45 | $ 65,408.91 | $ 65,408.91 | $ 102,440.01 |

DILLARD 6-12
AUDIT REPORT
FOR THE 2024-2025 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

| | |
|---|---|
| Address: | 2501 NW 11th Street, Fort Lauderdale, FL 33311 |
| Region: | Central |
| Regional Supt: | Dr. Ted Toomer |
| Director: | Haleh Darbar |
| Principal: | Alfred Broomfield |
| Bookkeeper: | Denise Goldberg |

CASH AND INVESTMENT SUMMARY

| | 6/30/2025 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase Bank | $142,521.54 |
| Investment: | |
| Treasurer's Pool | $157,990.35 |
| TOTAL | $300,511.89 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Dillard 6-12 for the 2024-2025 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-2025 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS
None

**DILLARD 6-12**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024-2025**

| FUND | BEGINNING BALANCES | DEBIT ( FUND - ) | CREDIT ( FUND + ) | TRANSFERS OUT | TRANSFERS IN | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ 60,819.17 | $ 40,955.79 | $ 66,393.95 | $ 10,727.74 | $ 9.73 | $ 75,539.32 |
| Music | 1,855.49 | 28,072.99 | 33,170.00 | 13,863.28 | 9,205.30 | 2,294.52 |
| Classes | 8,889.15 | 142,453.58 | 143,651.17 | 19,400.28 | 17,896.31 | 8,582.77 |
| Clubs | 140,320.64 | 194,057.63 | 186,873.54 | 73,622.26 | 50,017.02 | 109,531.31 |
| Departments | 26,678.71 | 4,496.16 | 6,794.39 | 2,304.58 | 4.80 | 26,677.16 |
| Trusts | 49,351.72 | 99,941.32 | 74,478.51 | 32,327.64 | 60,835.84 | 52,397.11 |
| General | 7,656.78 | 1,488.45 | 5,044.59 | 5,061.08 | 19,337.86 | 25,489.70 |
| **TOTALS** | $ 295,571.66 | $ 511,465.92 | $ 516,406.15 | $ 157,306.86 | $ 157,306.86 | $ 300,511.89 |

EAGLE POINT ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 100 Indian Trace, Weston, Florida 33326

Region: South

Regional Supt: Alan Strauss

Director: Dr. Katie Policastro

Principal: Christine de Zayas

Bookkeeper: Gina Mainhart – Business Support Center

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase Bank | $ 49,062.18 |
| Investment: | |
| Treasurer's Pool Account | 30,000.00 |
| TOTAL | $ 79,062.18 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Eagle Point Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**EAGLE POINT ELEMENTARY SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ - | $ - | $ - | $ - | $ - | $ - |
| Music | 5,528.99 | 3,700.00 | 1,794.15 | 528.22 | 3,104.23 | 4,858.83 |
| Classes | 11,706.91 | 113,063.00 | 105,317.49 | 4,215.75 | 14,465.17 | 9,203.00 |
| Clubs | 9,259.98 | 7,475.01 | 5,977.14 | 7,116.14 | 6,787.72 | 11,086.27 |
| Departments | 13,113.97 | 205.14 | 20.90 | 12.47 | 4,828.44 | 8,482.24 |
| Trusts | 133,929.40 | 397,656.63 | 526,100.77 | 49,890.60 | 30,665.13 | 24,710.73 |
| General | 14,373.12 | 9,477.30 | 1,216.82 | 2,300.74 | 4,213.23 | 20,721.11 |
| **TOTALS** | $ 187,912.37 | $ 531,577.08 | $ 640,427.27 | $ 64,063.92 | $ 64,063.92 | $ 79,062.18 |

EMBASSY CREEK ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 10905 S.E. LAKE BOULEVARD, COOPER CITY, FL 33026

Region: South

Regional Supt: Alan Strauss

Director: Homas Correll

Principal: John Fossas

Bookkeeper: Denise A. Correa

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – J.P. Morgan Chase Bank | $136,888.34 |
| Investment: | |
| Treasurer's Pool Account | $5,000.00 |
| TOTAL | $141,888.34 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Embassy Creek Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**EMBASSY CREEK ELEMENTARY SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | DEBIT ( FUND - ) | CREDIT ( FUND + ) | TRANSFERS OUT | TRANSFERS IN | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ - | $ - | $ - | $ - | $ - | $ - |
| Music | 21.42 | - | - | - | - | 21.42 |
| Classes | 7,338.37 | 92,505.59 | 96,058.00 | 83.89 | 651.82 | 11,458.71 |
| Clubs | 6,412.32 | 13,896.56 | 16,322.66 | 914.63 | 3,306.68 | 11,633.67 |
| Departments | 5,501.95 | 3,586.28 | 203.32 | - | - | 2,118.99 |
| Trusts | 133,954.38 | 232,654.87 | 208,241.53 | 16,530.98 | 173.89 | 93,183.95 |
| General | 10,270.28 | 457.95 | 262.16 | 20.00 | 13,417.11 | 23,471.60 |
| **TOTALS** | $ 163,498.72 | $ 343,101.25 | $ 321,087.67 | $ 17,549.50 | $ 17,549.50 | $ 141,888.34 |

EVERGLADES ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

| | |
|---|---|
| Address: | 2900 Bonaventure Boulevard, Weston, Florida 33331 |
| Region: | South |
| Regional Supt: | Alan Strauss |
| Director: | Dr. Katherine Policastro |
| Principal: | Eliot Tillinger |
| Bookkeeper: | Gina Mainhart - Business Support Center |

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – J.P. Morgan Chase Bank | $ 46,458.27 |
| TOTAL | $ 46,458.27 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Everglades Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**EVERGLADES ELEMENTARY SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ - | $ - | $ - | $ - | $ - | $ - |
| Music | 5,219.60 | - | 185.45 | | | 5,034.15 |
| Classes | 5,344.64 | 141,924.28 | 138,227.29 | 5,413.34 | 6,990.15 | 7,464.82 |
| Clubs | 1,950.38 | - | - | 211.02 | 214.13 | 1,947.27 |
| Departments | 1,314.09 | 32.24 | 1.29 | 43.20 | 355.90 | 1,032.34 |
| Trusts | 24,923.34 | 512,209.27 | 517,001.76 | 14,797.83 | 13,988.31 | 20,940.37 |
| General | 5,141.53 | 5,400.62 | 1,586.03 | 1,983.30 | 900.10 | 10,039.32 |
| **TOTALS** | $ 43,893.58 | $ 659,566.41 | $ 657,001.82 | $ 22,448.69 | $ 22,448.59 | $ 46,458.27 |

FLORANADA ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 5251 NE 14th Way, Fort Lauderdale, FL 33334

Region: North

Regional Supt: Dr. Jermaine Fleming

Director: Melissa Gurreonero

Principal: Luke Balchaitis

Bookkeeper: Adrian Jackson-Business Support Center

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase Bank | $ 169,229.97 |
| Investments: | |
| Treasurer's Pool Account | 27,000.00 |
| TOTAL | $ 196,229.97 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Floranada Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**FLORANADA ELEMENTARY SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ - | $ - | $ - | $ - | $ - | $ - |
| Music | 883.11 | | | | | 883.11 |
| Classes | 6,070.70 | 50,030.81 | 41,842.53 | 2,176.69 | 9,002.67 | 7,433.00 |
| Clubs | 12,828.23 | 1,785.00 | 4,760.18 | 4,341.28 | 6,589.35 | 7,604.98 |
| Departments | 13,009.44 | 188.10 | 94.30 | 250.42 | 3,599.89 | 9,753.77 |
| Trusts | 68,603.67 | 638,141.36 | 659,324.58 | 78,696.68 | 57,253.67 | 68,863.46 |
| General | 104,968.68 | 7,487.13 | 1,744.67 | 24,696.12 | 33,715.61 | 101,691.65 |
| **TOTALS** | $ 206,363.83 | $ 697,632.40 | $ 707,766.26 | $ 110,161.19 | $ 110,161.19 | $ 196,229.97 |

FORT LAUDERDALE HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 1600 NE 4th Ave, Fort Lauderdale, Florida 33305

Region: Central

Regional Supt: Dr. Ted D. Toomer

Director: Haleh Darbar

Principal: Erin Brown

Bookkeeper: Ruth Irvin

## CASH AND INVESTMENT SUMMARY

| | | 6/30/25 |
|---|---|---|
| Cash Account: | | |
| Checking Account – J.P. Morgan Chase Bank | $ | 157,390.01 |
| Investment: | | |
| Treasurer's Pool Account | | 355,000.00 |
| TOTAL | $ | 512,390.01 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Fort Lauderdale High School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**FORT LAUDERDALE HIGH SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**FISCAL YEAR 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ 34,084.81 | $ 21,339.84 | $ 33,814.03 | $ 32.00 | $ 5,460.62 | $ 16,182.00 |
| Music | 7,176.48 | 10,291.00 | 11,516.11 | 3,844.83 | 2,980.00 | 6,816.20 |
| Classes | 29,863.23 | 198,034.84 | 196,538.00 | 74,606.34 | 68,652.28 | 37,314.13 |
| Clubs | 243,725.70 | 344,704.07 | 347,288.63 | 50,573.01 | 39,335.91 | 252,378.24 |
| Departments | 24,306.56 | 9,328.84 | 6,031.31 | 618.76 | 6,956.96 | 21,265.89 |
| Trusts | 140,701.21 | 144,467.07 | 134,279.15 | 72,323.98 | 104,331.26 | 118,881.85 |
| General | 17,477.62 | 18,521.63 | 2,165.66 | 26,892.06 | 1,173.95 | 59,551.70 |
| **TOTALS** | $ 497,335.61 | $ 746,687.29 | $ 731,632.89 | $ 228,890.98 | $ 228,890.98 | $ 512,390.01 |

HERON HEIGHTS ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 11010 Nob Hill Road. Parkland, Fl 33076

Region: North

Regional Supt: Dr. Jermaine Fleming

Director: Meredith Weiss - Schnur

Principal: Jennifer McGreevy

Bookkeeper: Caitlin Sheets

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase Bank | $ 134,162.51 |
| TOTAL | $ 134,162.51 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Heron Heights Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**HERON HEIGHTS ELEMENTARY SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ - | $ - | $ - | $ - | $ - | $ - |
| Music | - | 380.00 | 41.80 | - | - | 338.20 |
| Classes | 2,793.86 | 124,421.12 | 123,655.60 | 3,245.00 | 3,497.61 | 3,306.77 |
| Clubs | 3,420.41 | 4,663.22 | 4,525.42 | | | 3,558.21 |
| Departments | 2,214.27 | 375.67 | 1,056.18 | 170.21 | | 1,703.97 |
| Trusts | 93,698.24 | 882,730.70 | 886,811.26 | 118,865.10 | 113,562.68 | 94,920.10 |
| General | 28,573.15 | 9,434.13 | 2,452.00 | 212.31 | 5,432.33 | 30,335.26 |
| **TOTALS** | $ 130,699.93 | $ 1,022,004.84 | $ 1,018,542.26 | $ 122,492.62 | $ 122,492.62 | $ 134,162.51 |

HOLLYWOOD CENTRAL ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

| | |
|---|---|
| Address: | 1700 Monroe Street, Hollywood, FL 33020 |
| Region: | South |
| Regional Supt.: | Alan Strauss |
| Director: | Dr. Katherine Policastro |
| Principal: | Christine Centrone |
| Bookkeeper: | Carmen De Cespedes (October 2025 – Current)<br>Lisana Seudath – Business Support Center (July 2024 – October 2025) |

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase Bank | $ 39,395.27 |
| Investment: | |
| Treasury Pool | $30,000.00 |
| TOTAL | $69,395.27 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Hollywood Central Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

## HOLLYWOOD CENTRAL ELEMENTARY SCHOOL

## STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

## 2024- 2025

| FUND | BEGINNING BALANCES | DEBIT ( FUND - ) | CREDIT ( FUND + ) | TRANSFERS OUT | TRANSFERS IN | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Classes | $ 1,009.01 | $ 6.36 | $ 159.00 | $ 430.44 | $ 0.80 | $ 732.01 |
| Clubs | 2,062.57 | 253.20 | 83.39 | 19.20 | 252.95 | 2,126.51 |
| Departments | 2,482.13 | 139.60 | - | | | 2,342.53 |
| Trusts | 26,015.20 | 18,600.48 | 14,237.69 | 18,303.23 | 8,294.47 | 11,643.65 |
| General | 39,805.85 | - | 2,540.07 | 7,620.88 | 17,825.53 | 52,550.57 |
| **TOTALS** | $ 71,374.76 | $ 18,999.64 | $ 17,020.15 | $ 26,373.75 | $ 26,373.75 | $ 69,395.27 |

HOLLYWOOD HILLS HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-2025 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 5400 Stirling Road, Hollywood, Florida 33021

Region: South

Regional Supt: Alan Strauss

Director: Teresa Hall

Principal: Daniel Most

Bookkeepers: Crystal Cuff (July 2025-Present) Business Support Center
Various (January 2025 - June 2025)
Claudette Newton (December 2024-January 2025)
Jennifer Paredes (July 2024 -November 2024)

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account:<br>Checking Account – JP Morgan Chase Bank | $228,563.51 |
| Investments: | |
| Treasurer's Pool | $56,000.00 |
| TOTAL | $284,563.51 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Hollywood Hills High School for the 2024-2025 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-2025 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

## HOLLYWOOD HILLS HIGH SCHOOL

## STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

## 2024-2025

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ 15,382.82 | $ 20,697.55 | $ 18,317.26 | $ 1,913.84 | $ 2,334.75 | $ 17,342.20 |
| Music | 2,135.08 | 9,418.36 | 13,307.00 | 4,898.27 | 257.00 | 2,887.71 |
| Classes | 18,820.83 | 88,537.53 | 81,466.80 | 36,204.09 | 36,456.58 | 25,639.07 |
| Clubs | 98,410.20 | 109,037.83 | 105,956.74 | 8,289.25 | 3,226.18 | 106,554.36 |
| Departments | 11,821.85 | 2,227.43 | 2,718.05 | 2,384.40 | - | 13,715.63 |
| Trusts | 88,861.88 | 54,713.53 | 32,906.97 | 22,172.81 | 36,793.68 | 96,047.57 |
| General | 15,986.61 | 3,190.32 | 5.49 | 4,885.53 | 1,680.00 | 22,376.97 |
| **TOTALS** | $ 251,419.27 | $ 287,822.55 | $ 254,678.31 | $ 80,748.19 | $ 80,748.19 | $ 284,563.51 |

INDIAN RIDGE MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-2025 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

| | |
|---|---|
| Address: | 1355 Nob Hill Road, Davie, Florida 33324 |
| Region: | Central |
| Regional Supt: | Dr. Ted Toomer |
| Director: | Haleh Darbar |
| Principal: | Ian Murray |
| Bookkeeper: | Alyse Gillard |

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase Bank | $ 95,523.59 |
| Investment: | |
| Treasurer's Pool | $50,000.00 |
| TOTAL | $145,523.59 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Indian Ridge Middle School for the 2024-2025 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-2025 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**INDIAN RIDGE MIDDLE SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024-2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ 6,635.62 | $ 14,114.00 | $ 15,248.57 | $ - | $ 3,580.83 | $ 1,920.22 |
| Music | 3,551.40 | 1,120.00 | 403.67 | - | 73.27 | 4,194.46 |
| Classes | 9,597.11 | 313,223.53 | 323,118.49 | 22,623.75 | 13,932.83 | 8,393.07 |
| Clubs | 81,133.02 | 63,687.02 | 87,843.72 | 23,711.14 | 25,811.83 | 54,875.63 |
| Departments | 23,169.39 | 2,668.03 | 2,278.75 | 11.40 | 709.13 | 22,860.94 |
| Trusts | 31,320.42 | 215,340.55 | 224,645.94 | 24,410.87 | 24,052.88 | 22,373.02 |
| General | 20,894.54 | 9,120.97 | 8,629.99 | 15,989.63 | 6,468.90 | 30,906.25 |
| **TOTALS** | $ 176,301.50 | $ 619,274.10 | $ 662,169.13 | $ 86,746.79 | $ 74,629.67 | $ 145,523.59 |

INDIAN TRACE ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 400 Indian Trace, Weston, Florida 33326

Region: South

Regional Supt: Alan Strauss

Director: Dr. Katherine Policastro

Principal: Amy E Winder

Bookkeeper: Donna M Petrone – Business Support Center

## CASH AND INVESTMENT SUMMARY

| | | 6/30/25 |
|---|---|---|
| Cash Account: | | |
| Checking Account – JP Morgan Chase Bank | $ | 38,479.68 |
| Investment: | | |
| Treasurer's Pool Account | $ | 7,500.00 |
| TOTAL | $ | 45,979.68 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Indian Trace Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

## INDIAN TRACE ELEMENTARY SCHOOL

## STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

## 2024 - 2025

| FUND | BEGINNING BALANCES | DEBIT ( FUND - ) | CREDIT ( FUND + ) | TRANSFERS OUT | TRANSFERS IN | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ - | $ - | $ - | $ - | $ - | $ - |
| Music | 969.61 | 1,893.01 | 1,200.00 | 487.99 | 398.00 | 186.61 |
| Classes | 1,462.19 | 90,517.55 | 97,017.00 | 9,437.50 | 4,059.12 | 3,966.38 |
| Clubs | 8,664.22 | 7,932.09 | 9,994.00 | 9,453.35 | 1,623.19 | 2,895.97 |
| Departments | 84.12 | 8.24 | 226.50 | 316.82 | 14.44 | - |
| Trusts | 40,316.77 | 140,221.82 | 116,876.28 | 70,044.57 | 77,485.44 | 24,412.10 |
| General | 7,054.30 | 3,053.99 | 4,358.27 | 2,816.40 | 8,976.44 | 14,518.62 |
| **TOTALS** | $ 58,551.21 | $ 243,626.70 | $ 229,672.05 | $ 92,556.63 | $ 92,556.63 | $ 45,979.68 |

LAUDERHILL 6-12 STEM MED
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 1901 NW 49 AVENUE, LAUDERHILL,FL 33313

Region: Central

Regional Supt: Dr. Ted Toomer

Director: Haleh Darbar

Principal: Dr. Ryan T. Reardon

Bookkeeper: Carol Howe – Business Support Center

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase Bank | $ 53,762.19 |
| TOTAL | $ 53,762.19 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Lauderhill 6-12 STEM MED for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**LAUDERHILL 6-12 STEM MED**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | DEBIT ( FUND - ) | CREDIT ( FUND + ) | TRANSFERS OUT | TRANSFERS IN | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ 3,122.04 | $ 1,075.56 | $ 1,213.00 | $ 583.44 | $ 158.44 | $ 2,834.48 |
| Music | 6,502.98 | 2.40 | 460.00 | 508.63 | 427.50 | 6,879.45 |
| Classes | 3,290.57 | 23,222.63 | 23,612.97 | 14,049.22 | 13,421.86 | 3,053.55 |
| Clubs | 18,082.21 | 22,176.87 | 21,610.00 | 14,803.75 | 15,150.05 | 18,131.64 |
| Departments | 3,985.83 | 7.45 | 86.24 | 51.06 | 38.30 | 4,051.86 |
| Trusts | 7,217.39 | 15,901.99 | 16,406.90 | 6,770.45 | 5,769.24 | 6,721.09 |
| General | 9,890.74 | 1,300.51 | 1,698.73 | 207.82 | 2,008.98 | 12,090.12 |
| **TOTALS** | $ 52,091.76 | $ 63,687.41 | $ 65,087.84 | $ 36,974.37 | $ 36,974.37 | $ 53,762.19 |

MANATEE BAY ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 19200 Manatee Isles Drive, Weston, Florida 33332

Region: South

Regional Supt: Alan Strauss

Director: Dr. Katherine Policastro

Principal: Vanessa Machin

Bookkeeper: Gina Mainhart - Business Support Center

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase Bank | $86,909.58 |
| TOTAL | $ 86,909.58 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Manatee Bay Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## EXCEPTIONS

None

**MANATEE BAY ELEMENTARY SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ - | $ - | $ - | $ - | $ - | $ - |
| Music | 4,342.85 | | | 4,003.20 | 4,003.20 | 4,342.85 |
| Classes | 3,150.75 | 195,321.23 | 199,642.72 | 14,869.50 | 10,308.43 | 3,390.33 |
| Clubs | 5,696.36 | 15,467.00 | 12,232.33 | 7,842.70 | 7,496.94 | 9,276.79 |
| Departments | 3,302.10 | 61.88 | 231.98 | 104.69 | 387.12 | 2,849.57 |
| Trusts | 51,353.10 | 202,446.80 | 212,587.05 | 19,872.09 | 41,244.89 | 19,840.05 |
| General | 14,715.46 | 9,376.84 | 6,315.33 | 40,817.80 | 11,384.78 | 47,209.99 |
| **TOTALS** | $ 82,560.62 | $ 422,673.75 | $ 431,009.41 | $ 87,509.98 | $ 74,825.36 | $ 86,909.58 |

MARJORY STONEMAN DOUGLAS HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

| | |
|---|---|
| Address: | 5901 Pine Island Road, Parkland, Florida 33076 |
| Region: | North |
| Regional Supt.: | Dr. Jermaine Fleming |
| Director: | Todd LaPace |
| Principal: | Michelle Kefford |
| Bookkeeper: | Elizabeth Morales |

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase | $ 97,164.72 |
| Investment: | |
| Treasurer's Pool Account | 995,000.00 |
| TOTAL | $ 1,092,164.72 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Marjory Stoneman Douglas High School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**MARJORY STONEMAN DOUGLAS HIGH SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ 95,319.01 | $ 86,375.24 | $ 75,575.03 | $ 2,877.84 | $ 87,923.51 | $ 21,073.55 |
| Music | 27,059.13 | 85,203.70 | 83,529.97 | 7,984.07 | 22,685.30 | 14,031.63 |
| Classes | 123,055.88 | 120,859.48 | 113,638.06 | 32,682.21 | 58,562.28 | 104,397.23 |
| Clubs | 442,386.60 | 924,691.13 | 938,516.08 | 211,997.05 | 235,781.95 | 404,776.75 |
| Departments | 68,451.17 | 44,811.53 | 31,783.39 | 14,386.34 | 32,685.04 | 63,180.61 |
| Trusts | 257,862.86 | 217,080.24 | 317,222.67 | 325,808.56 | 154,919.16 | 328,609.83 |
| General | 104,368.01 | 58,518.75 | 3,612.81 | 21,029.38 | 24,208.21 | 156,095.12 |
| **TOTALS** | $ 1,118,502.66 | $ 1,537,540.07 | $ 1,563,878.01 | $ 616,765.45 | $ 616,765.45 | $ 1,092,164.72 |

MCFATTER TECHNICAL COLLEGE
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 6500 Nova Drive, Davie, Florida 33317

Region: Central

Regional Supt: Dr. Ted Toomer

Director: Dr. Leo Nesmith

Principal: Celeste R. Johnson

Bookkeeper: Monique Charles-Hall

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase | $ 393,428.87 |
| Investment: | |
| Treasury Pool | 1,415,000.00 |
| TOTAL | $ 1,808,428.87 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of McFatter Technical College for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**MCFATTER TECHNICAL COLLEGE**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Classes | $ 8,114.44 | $ 57,214.56 | $ 56,102.01 | $ 1,482.36 | $ 1,125.00 | $ 9,584.35 |
| Clubs | 36,625.08 | 77,245.50 | 79,793.26 | 7,288.15 | 8,197.11 | 33,168.36 |
| Departments | 11,238.91 | 32,995.32 | 17,961.06 | 757.50 | 5,184.32 | 21,846.35 |
| Trusts | 476,042.67 | 4,621,366.10 | 3,481,855.29 | 372,466.01 | 361,746.52 | 1,626,272.97 |
| General | 207,370.52 | 1,763,388.82 | 1,847,461.43 | 425,414.21 | 431,155.28 | 117,556.84 |
| **TOTALS** | $ 739,391.62 | $ 6,552,210.30 | $ 5,483,173.05 | $ 807,408.23 | $ 807,408.23 | $ 1,808,428.87 |

MILLENNIUM 6-12 COLLEGIATE ACADEMY
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

| | |
|---|---|
| Address: | 5803 NW 94th Avenue, Tamarac, Florida 33321 |
| Region: | North |
| Regional Supt.: | Dr. Jermaine Fleming |
| Director: | Todd LaPace |
| Principal: | Dr. Gastride Harrigan |
| Bookkeepers: | Monique Letts – Business Support Center (October 2024 – Current)<br>Lysa Robb – Business Support Center (July 2024 – September 2024) |

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JPMorgan Chase Bank | $ 135,579.88 |
| TOTAL | $ 135,579.88 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Millennium 6-12 Collegiate Academy School for the 2024-2025 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-2025 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**MILLENNIUM COLLEGIATE 6-12 ACADEMY**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ 15,571.80 | $ 9,678.64 | $ 6,998.12 | $ - | $ - | $ 18,252.32 |
| Music | 7,356.51 | 12,605.05 | 7,177.47 | 5,107.31 | 4,855.26 | 13,036.14 |
| Classes | 26,400.91 | 122,209.90 | 128,604.22 | 8,827.14 | 9,032.38 | 19,801.35 |
| Clubs | 22,827.09 | 48,194.08 | 40,518.23 | 20,277.75 | 17,295.18 | 33,485.51 |
| Departments | 12,439.48 | 1,894.65 | 3,898.42 | 6,837.78 | - | 17,273.49 |
| Trusts | 31,544.32 | 132,394.85 | 136,952.45 | 18,007.99 | 22,487.17 | 22,507.54 |
| General | 14,511.29 | 4,048.41 | 4,640.94 | 1,531.46 | 4,226.69 | 11,223.53 |
| **TOTALS** | $ 130,651.40 | $ 331,025.58 | $ 328,789.85 | $ 60,589.43 | $ 57,896.68 | $ 135,579.88 |

NEW RIVER MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

| | |
|---|---|
| Address: | 3100 RIVERLAND ROAD, FT LAUDERDALE, FL 33312 |
| Region: | Central |
| Regional Supt: | Dr. Ted Toomer |
| Director: | Dr. Leo Nesmith |
| Principal: | Lezondra V. Harris |
| Bookkeeper: | Liliana Sin – Business Support Center |

CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase Bank | $ 80,430.05 |
| Investment: | |
| Treasurer's Pool Account | $ 10,000.00 |
| TOTAL | $ 90,430.05 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of New River Middle School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

## NEW RIVER ELEMENTARY SCHOOL

## STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

## 2024 - 2025

| FUND | BEGINNING BALANCES | DEBIT ( FUND - ) | CREDIT ( FUND + ) | TRANSFERS OUT | TRANSFERS IN | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ 8,089.55 | $ 3,777.48 | $ 5,558.00 | $ 2,701.25 | $ 1,308.25 | $ 8,477.07 |
| Music | 2,277.12 | 566.37 | 880.00 | 2,122.16 | 2,122.16 | 2,590.75 |
| Classes | 4,175.33 | 104,462.87 | 129,595.00 | 34,353.55 | 10,499.58 | 6,783.09 |
| Clubs | 8,025.90 | 6,888.91 | 6,164.00 | 590.70 | 1,688.48 | 8,398.77 |
| Departments | 2,979.72 | 2,147.41 | 2,535.23 | 332.88 | 1,292.92 | 4,327.58 |
| Trusts | 38,789.42 | 34,568.17 | 19,004.25 | 9,189.32 | 33,346.16 | 47,387.14 |
| General | 14,765.27 | 5,364.62 | 4,032.69 | 3,126.53 | 2,158.84 | 12,465.65 |
| **TOTALS** | $ 79,102.31 | $ 157,775.83 | $ 167,769.17 | $ 52,416.39 | $ 52,416.39 | $ 90,430.05 |

NORTHEAST HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 700 NE 56th Street, Oakland Park, FL 33334

Region: North

Regional Supt: Dr. Jermaine Fleming

Director: Todd LaPace

Principal: Anthony Valachovic

Bookkeeper: Muhammad Uppal - Business Support Center

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase Bank | $ 129.989.21 |
| Investments | |
| Treasurer's Pool Account | 85,000.00 |
| TOTAL | $ 214,989.27 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Northeast High School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**NORTHEAST HIGH SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ 13,878.44 | $ 55,254.77 | $ 46,217.31 | $ 5,245.46 | $ 9,067.89 | $ 19,093.47 |
| Music | 6,456.13 | 15,868.65 | 10,094.95 | 125.24 | 4,696.15 | 7,658.92 |
| Classes | 13,490.28 | 78,115.65 | 73,428.29 | 41,869.26 | 35,641.03 | 24,405.87 |
| Clubs | 64,449.32 | 44,885.25 | 38,408.96 | 46,883.88 | 47,651.35 | 70,158.14 |
| Departments | 9,173.92 | 1,778.33 | 2,408.15 | - | 2,711.08 | 5,833.02 |
| Trusts | 60,064.25 | 46,521.14 | 57,527.74 | 38,311.07 | 32,647.96 | 54,720.76 |
| General | 29,973.82 | 4,811.28 | 1,646.56 | 4,080.96 | 4,100.41 | 33,119.09 |
| **TOTALS** | $ 197,486.16 | $ 247,235.07 | $ 229,731.96 | $ 136,515.87 | $ 136,515.87 | $ 214,989.27 |

PANTHER RUN ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 801 NW 172 AVENUE, PEMBROKE PINES, FL 33029

Region: South

Regional Supt: Alan Strauss

Director: Thomas Correll

Principal: Moraima Del Sol

Bookkeeper: Alba N Garcia – Business Support Center

## CASH AND INVESTMENT SUMMARY

| | | 6/30/25 |
|---|---|---|
| Cash Account: | | |
| Checking Account – JP Morgan Chase Bank | $ | 53,848.20 |
| Investment: Treasurer's Pool Account | $ | 8,000.00 |
| TOTAL | $ | 61,848.20 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Panther Run Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**PANTHER RUN ELEMENTARY SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | DEBIT ( FUND - ) | CREDIT ( FUND + ) | TRANSFERS OUT | TRANSFERS IN | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ - | $ - | $ - | $ - | $ - | $ - |
| Music | - | - | - | - | - | - |
| Classes | 1,820.70 | 20,878.63 | 24,836.00 | 4,871.30 | 1,134.08 | 2,161.81 |
| Clubs | 827.44 | 314.15 | 1,355.00 | - | - | 1,868.29 |
| Departments | 6,487.85 | 0.38 | 559.61 | 80.25 | 71.02 | 7,037.85 |
| Trusts | 33,461.75 | 92,923.79 | 81,792.21 | 31,477.98 | 40,727.26 | 33,883.45 |
| General | 16,837.38 | 2,267.41 | 7,619.66 | 9,434.75 | 4,141.92 | 16,896.80 |
| **TOTALS** | $ 59,435.12 | $ 116,384.36 | $ 116,162.48 | $ 45,864.28 | $ 46,074.28 | $ 61,848.20 |

PARK TRAILS ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 10700 Trails End Parkland, FL 33076

Region: North

Regional Supt: Dr. Jermaine Fleming

Director: Meredith Weiss-Schnur

Principal: Andrew Gerlach

Bookkeepers: Rhonda Tribbey- Business Support Center (May 2025-Current)
Erica Bryan-Business Support Center (July 2024-April 2025)

## CASH AND INVESTMENT SUMMARY

| | | 6/30/25 |
|---|---|---|
| Cash Account: | | |
| Checking Account – JP Morgan Chase Bank | $ | 108,304.40 |
| TOTAL | $ | 108,304.40 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Park Trails Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**PARK TRAILS ELEMENTARY SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ - | $ - | $ - | $ - | $ - | $ - |
| Music | $ 358.81 | $ 504.00 | $ 407.06 | | | $ 455.75 |
| Classes | $ 3,639.07 | $ 75,898.00 | $ 71,100.40 | $ 2,356.96 | $ 6,093.83 | $ 4,699.80 |
| Clubs | $ 3,754.07 | $ 1,845.00 | $ 2,252.78 | $ 39.39 | $ 79.00 | $ 3,306.68 |
| Departments | $ 5,055.53 | $ 61.94 | $ 2.48 | $ 43.15 | $ - | $ 5,158.14 |
| Trusts | $ 94,525.06 | $ 135,141.29 | $ 171,285.30 | $ 18,229.77 | $ 17,969.25 | $ 58,641.57 |
| General | $ 32,459.85 | $ 7,325.04 | $ 7,215.24 | $ 10,442.38 | $ 6,969.57 | $ 36,042.46 |
| **TOTALS** | $ 139,792.39 | $ 220,775.27 | $ 252,263.26 | $ 31,111.65 | $ 31,111.65 | $ 108,304.40 |

PEMBROKE PINES ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 6700 SW 9th Street, Pembroke Pines, FL 33023

Region: South

Regional Supt: Alan Strauss

Director: Thomas Correll

Principal: Natasha Bell

Bookkeeper: Ashley Collins – Business Support Center

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase Bank | $ 12,683.54 |
| TOTAL | $ 12,683.54 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Pembroke Pines Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**PEMBROKE PINES ELEMENTARY SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ - | $ - | $ - | $ - | $ - | $ - |
| Classes | 1,098.79 | 28,282.00 | 29,418.03 | 8,319.22 | 7,899.20 | 382.78 |
| Clubs | 946.67 | 2,170.00 | 2,563.77 | 481.46 | - | 1,034.36 |
| Departments | 1,985.66 | 141.72 | 5.67 | 400.74 | 166.55 | 2,355.90 |
| Trusts | 6,473.98 | 39,065.81 | 39,770.22 | 8,958.44 | 9,890.06 | 4,837.95 |
| General | 4,811.40 | 44.16 | 578.96 | 1,427.79 | 1,631.84 | 4,072.55 |
| **TOTALS** | $ 15,316.50 | $ 69,703.69 | $ 72,336.65 | $ 19,587.65 | $ 19,587.65 | $ 12,683.54 |

PINES COLLEGIATE ACADEMY 6-12
AUDIT REPORT
FOR 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

| | |
|---|---|
| Address: | 200 NW Douglas Road, Pembroke Pines, Florida 33326 |
| Region: | South |
| Regional Supt.: | Alan Strauss |
| Director: | Teresa Hall |
| Principal: | Shawn Aycock |
| Bookkeeper: | Elisa J. Taveras |

CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase | $20,255.15 |
| Investment: | |
| Treasurer's Pool Account | $20,000.00 |
| TOTAL | $40,255.15 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statements of Pines Collegiate Academy 6-12 for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

**PINES COLLEGIATE ACADEMY 6-12**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ 4,197.02 | $ 13,652.00 | $ 11,454.53 | $ 3,353.59 | $ 4,774.04 | $ 4,974.04 |
| Music | 2,521.69 | 960.00 | 3,417.79 | 858.79 | 921.60 | 1.09 |
| Classes | 1,065.88 | 19,905.00 | 22,121.45 | 1,480.12 | 329.55 | 0.00 |
| Clubs | 6,126.20 | 7,976.00 | 6,692.39 | 3,708.22 | 3,293.19 | 7,824.84 |
| Departments | 6,570.94 | 2,809.52 | 3,730.99 | 1,503.11 | 1,068.97 | 6,083.61 |
| Trusts | 15,371.17 | 22,627.01 | 23,178.07 | 11,393.93 | 9,745.63 | 16,468.41 |
| General | 9,228.60 | 1,604.36 | 3,765.02 | 1,253.71 | 3,418.49 | 4,903.16 |
| **TOTALS** | $ 45,081.50 | $ 69,533.89 | $ 74,360.24 | $ 23,551.47 | $ 23,551.47 | $ 40,255.15 |

PIONEER MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 5350 SW 90th Avenue, Cooper City, Florida 33328

Region: South

Regional Supt: Alan Strauss

Director: Thomas Correll

Principal: Robert Pappas

Bookkeeper: Veronica Garasa

## CASH AND INVESTMENT SUMMARY

| | | 6/30/25 |
|---|---|---|
| Cash Account: | | |
| Checking Account – JP Morgan Chase Bank | $ | 55,563.25 |
| Investment: | | |
| Treasurer's Pool Account | | 45,000.00 |
| TOTAL | $ | 100,563.25 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Pioneer Middle School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**PIONEER MIDDLE SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ 5,759.69 | $ 6,259.00 | $ 8,511.70 | $ 72.00 | $ 2,735.00 | $ 843.99 |
| Music | 1,787.12 | 103,803.00 | 102,460.80 | 335.31 | 1,231.57 | 2,233.06 |
| Classes | 6,287.26 | 302,797.16 | 300,068.64 | 1,915.82 | 4,754.70 | 6,176.90 |
| Clubs | 52,486.45 | 56,005.37 | 54,779.30 | 1,588.17 | 772.50 | 54,528.19 |
| Departments | 28,118.59 | 24,848.24 | 29,246.45 | 172.75 | 9,117.74 | 14,775.39 |
| Trusts | 11,437.66 | 15,946.98 | 31,484.91 | 28,291.46 | 14,266.71 | 9,924.48 |
| General | 11,996.91 | 10,895.80 | 11,314.18 | 2,652.71 | 2,150.00 | 12,081.24 |
| **TOTALS** | $ 117,873.68 | $ 520,555.55 | $ 537,865.98 | $ 35,028.22 | $ 35,028.22 | $ 100,563.25 |

POMPANO BEACH HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

| | |
|---|---|
| Address: | 600 NE 13th Avenue, Pompano Beach, Florida 33060 |
| Region: | North |
| Regional Supt.: | Dr. Jermaine Fleming |
| Director: | Todd LaPace |
| Principal: | Lisa Spencer |
| Bookkeeper: | Judy Lefort |

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase | $ 133,996.07 |
| Investment: | |
| Treasurer's Pool Account | 275,000.00 |
| TOTAL | $ 408,996.07 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Pompano Beach High School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**POMPANO BEACH HIGH SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ 46,713.03 | $ 77,011.35 | $ 71,639.15 | $ 162.00 | $ 13,880.25 | $ 38,366.98 |
| Music | 4,033.27 | 4,670.26 | 4,589.33 | 1,716.71 | 1,746.81 | 4,084.10 |
| Classes | 31,619.96 | 112,701.79 | 111,067.71 | 30,080.77 | 32,026.75 | 31,308.06 |
| Clubs | 124,793.30 | 278,033.76 | 238,273.76 | 80,164.44 | 81,821.86 | 162,895.88 |
| Departments | 13,012.26 | 2,056.54 | 824.71 | 7.22 | 238.28 | 14,013.03 |
| Trusts | 120,204.08 | 172,901.62 | 194,723.98 | 129,598.15 | 136,729.38 | 91,250.49 |
| General | 46,928.49 | 13,953.30 | 18,518.30 | 35,419.62 | 10,705.58 | 67,077.53 |
| **TOTALS** | $ 387,304.39 | $ 661,328.62 | $ 639,636.94 | $ 277,148.91 | $ 277,148.91 | $ 408,996.07 |

QUIET WATERS ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 4150 W. Hillsboro Blvd, Deerfield Beach, FL

Region: North

Regional Supt: Dr. Jermaine Fleming

Director: Melissa Gurreonero

Principal: Geoffrey Henning

Bookkeeper: Pamela Hunter - Business Support Center

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – J.P. Morgan Chase Bank | $82,118.24 |
| Investment: | |
| Treasurer's Pool Account | 10,000.00 |
| TOTAL | $92,118.24 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Quiet Waters Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**QUIET WATERS ELEMENTARY SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ - | $ - | $ - | $ - | $ - | $ - |
| Music | - | - | - | - | - | - |
| Classes | 1,447.57 | 57,532.12 | 30,524.64 | 5,921.01 | 30,241.63 | 4,134.43 |
| Clubs | 5,765.86 | 2,543.03 | 2,100.73 | 1,512.18 | 1,100.56 | 6,619.78 |
| Departments | 1,741.48 | 210.95 | 8.44 | 174.41 | 575.46 | 1,542.94 |
| Trusts | 32,302.93 | 436,020.12 | 462,023.76 | 45,446.94 | 14,501.98 | 37,244.25 |
| General | 47,722.38 | 2,924.96 | 1,435.59 | 2,173.95 | 8,808.86 | 42,576.84 |
| **TOTALS** | $ 88,980.22 | $ 499,231.18 | $ 496,093.16 | $ 55,228.49 | $ 55,228.49 | $ 92,118.24 |

RIVERGLADES ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

| | |
|---|---|
| Address: | 7400 Parkside Drive, Parkland, Florida 33067 |
| Region: | North |
| Regional Supt.: | Dr. Jermaine Fleming |
| Director: | Meredith Weiss-Schnur |
| Principal: | Jo-Anne Seltzer |
| Bookkeeper: | Lisa Wank |

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase | $ 54,484.35 |
| TOTAL | $ 54,484.35 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Riverglades Elementary School for the 2024-2025 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-2025 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**RIVERGLADES ELEMENTARY SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ - | $ - | $ - | $ - | $ - | $ - |
| Music | - | - | - | - | - | - |
| Classes | $ 6,100.06 | $ 170,166.08 | $ 166,703.18 | $ 4,306.53 | $ 10,086.63 | $ 3,782.86 |
| Clubs | $ 3,057.25 | $ 1,754.00 | $ 3,477.76 | $ 3,226.18 | $ 3,734.13 | $ 825.54 |
| Departments | $ 17,388.37 | $ 182.29 | $ 7.29 | $ 102.73 | $ 1,824.96 | $ 15,841.14 |
| Trusts | $ 70,536.85 | $ 577,271.46 | $ 633,174.40 | $ 48,674.69 | $ 38,287.91 | $ 25,020.69 |
| General | $ 11,390.62 | $ - | $ - | $ 982.09 | $ 3,358.59 | $ 9,014.12 |
| **TOTALS** | $ 108,473.15 | $ 749,373.83 | $ 803,362.63 | $ 57,292.22 | $ 57,292.22 | $ 54,484.35 |

SANDPIPER ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 3700 Hiatus Road, Sunrise, Florida 33351

Region: Central

Regional Supt: Dr. Ted Toomer

Director: Dr. Ducarmel Augustin

Principal: Camille LaChance

Bookkeeper: Carol Howe – Business Support Center

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase Bank | $ 31,498.09 |
| TOTAL | $ 31,498.09 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Sandpiper Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**SANDPIPER ELEMENTARY SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Classes | 1,689.12 | 41,036.32 | 35,743.61 | 3,380.08 | 7,205.46 | 3,156.45 |
| Clubs | 6,253.96 | 7,665.98 | 7,506.38 | 868.80 | 793.29 | 6,489.07 |
| Departments | 5,173.83 | 6,614.38 | 4,136.83 | 17.16 | 92.22 | 7,576.32 |
| Trusts | 8,942.96 | 233,281.65 | 241,135.36 | 12,249.18 | 8,617.79 | 4,720.64 |
| General | 9,274.17 | 3,042.98 | 2,955.08 | 2,734.54 | 2,541.00 | 9,555.61 |
| **TOTALS** | $ 31,334.04 | $ 291,641.31 | $ 291,477.26 | $ 19,249.76 | $ 19,249.76 | $ 31,498.09 |

SAWGRASS ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

| | |
|---|---|
| Address: | 12655 NW 8th Street, Sunrise, Florida 33325 |
| Region: | Central |
| Regional Supt.: | Dr. Ted Toomer |
| Director: | Mr. Joseph Balchunas |
| Principal: | Mr. Stephen DeCotis |
| Bookkeeper: | Alicia Nay |

## CASH AND INVESTMENT SUMMARY

| | 6/30/2025 |
|---|---|
| Checking Account –JP Morgan Chase Bank | $44,982.37 |
| Investment: | |
| Treasurer's Pool Account | 13,000.00 |
| TOTAL | $57,982.37 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of for Sawgrass Elementary School the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**SAWGRASS ELEMENTARY SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ - | $ - | $ - | $ - | $ - | $ - |
| Music | - | - | - | - | - | - |
| Classes | 399.42 | 32,710.70 | 32,438.48 | 57.00 | - | 728.64 |
| Clubs | 543.50 | - | 623.55 | 766.40 | - | 686.35 |
| Departments | 3,881.60 | 8.69 | 2,959.42 | 45.45 | 8.34 | 967.98 |
| Trusts | 114,892.67 | 330,101.91 | 425,466.92 | 144,191.39 | 143,598.57 | 20,120.48 |
| General | 31,782.15 | 5,150.10 | - | 5,623.12 | 7,076.45 | 35,478.92 |
| **TOTALS** | $ 151,499.34 | $ 367,971.40 | $ 461,488.37 | $ 150,683.36 | $ 150,683.36 | $ 57,982.37 |

SAWGRASS SPRINGS MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 12500 WEST SAMPLE ROAD, CORAL SPRINGS, FL 33065

Region: North

Regional Supt: Dr. Jermaine Fleming

Director: Meredith Weiss-Schnur

Principal: Melinda Frame-Wessinger

Bookkeeper: Sylvia D. Allen

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase Bank | $ 82,756.15 |
| Investment: | |
| Treasurer's Pool Account | $ 8,460.00 |
| TOTAL | $ 91,216.15 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Sawgrass Springs Middle School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**SAWGRASS SPRINGS MIDDDLE SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | DEBIT ( FUND - ) | CREDIT ( FUND + ) | TRANSFERS OUT | TRANSFERS IN | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ 353.58 | $ 3,796.64 | $ 7,250.00 | $ 507.80 | $ 7.80 | $ 3,306.94 |
| Music | 9,233.90 | 4,550.86 | 3,060.00 | - | - | 7,743.04 |
| Classes | 2,207.48 | 81,812.58 | 79,441.00 | 2,179.59 | 1,663.70 | 1,958.09 |
| Clubs | 49,288.57 | 54,714.81 | 52,741.05 | 3,224.46 | 3,767.07 | 47,905.42 |
| Departments | 10,406.49 | 7,048.06 | 1,354.94 | - | - | 4,713.37 |
| Trusts | 21,838.52 | 18,667.65 | 15,113.55 | 3,558.32 | 5,952.46 | 20,678.56 |
| General | 5,812.15 | 1,717.32 | 2,736.76 | 2,520.66 | 599.80 | 4,910.73 |
| **TOTALS** | $ 99,140.69 | $ 172,307.92 | $ 161,697.30 | $ 11,990.83 | $ 11,990.83 | $ 91,216.15 |

SEMINOLE MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 6200 SW 16th Street, Plantation, Florida 33317

Region: Central

Regional Supt: Dr. Ted D. Toomer

Director: Haleh Darbar

Principal: Emily Gonzalez

Bookkeeper: Lisa Camposano - Business Support Center

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase Bank | $ 77,225.31 |
| TOTAL | $ 77,225.31 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Seminole Middle School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**SEMINOLE MIDDLE SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ 11,187.23 | $ 10,717.00 | $ 8,891.68 | $ 3,621.70 | $ 4,676.40 | $ 11,957.85 |
| Music | 3,120.43 | 320.00 | 914.73 | 284.80 | 757.20 | 2,053.30 |
| Classes | 1,316.98 | 93,304.68 | 84,502.92 | 5,102.36 | 11,746.78 | 3,474.32 |
| Clubs | 24,904.66 | 23,402.50 | 29,586.62 | 23,982.81 | 12,271.46 | 30,431.89 |
| Departments | 4,714.51 | 3,070.34 | 2,837.31 | 120.76 | 295.81 | 4,772.49 |
| Trusts | 19,714.33 | 60,365.99 | 61,798.57 | 26,263.96 | 27,791.07 | 16,754.64 |
| General | 13,062.75 | - | 3,444.26 | 4,927.48 | 6,765.15 | 7,780.82 |
| **TOTALS** | $ 78,020.89 | $ 191,180.51 | $ 191,976.09 | $ 64,303.87 | $ 64,303.87 | $ 77,225.31 |

SHERIDAN TECHNICAL COLLEGE
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

| | |
|---|---|
| Address: | 5400 Sheridan Street, Hollywood, Florida 33021 |
| Region: | Central |
| Regional Supt: | Ted Toomer |
| Director: | Leo Nesmith |
| Principal: | Cara Daniel |
| Bookkeeper: | Tina Wright |

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase Bank | $ 409,821.74 |
| Investment: | |
| Treasurer's Pool Account | $ 1,350,000.00 |
| TOTAL | $ 1,759,821.74 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Sheridan Technical College for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**SHERIDAN TECHNICAL COLLEGE**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Classes | $ 19,675.14 | $ 96,219.37 | $ 96,721.25 | $ 9,681.99 | $ 9,681.99 | $ 19,173.26 |
| Clubs | 63,667.67 | 59,617.91 | 79,705.34 | 8,663.58 | 756.88 | 51,486.94 |
| Departments | 3,369.90 | 590,287.11 | 599,867.06 | 9,558.22 | 1,672.85 | 1,675.32 |
| Trusts | 915,012.38 | 7,011,459.76 | 6,940,358.20 | 1,011,736.74 | 952,756.92 | 1,045,093.76 |
| General | 706,980.98 | 1,476,634.96 | 1,466,451.59 | 1,014,899.29 | 1,089,671.18 | 642,392.46 |
| Book Store | - | 1,829,793.45 | 1,829,793.45 | 2,438.40 | 2,438.40 | - |
| **TOTALS** | $ 1,708,706.07 | $ 11,064,012.56 | $ 11,012,896.89 | $ 2,056,978.22 | $ 2,056,978.22 | 1,759,821.74 |

SUNSET LAKES ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 18400 SW5th ST, Miramar, FL. 33029

Region: South

Regional Supt: Alan Strauss

Director: Davida Johnson

Principal: Janice Goulette

Bookkeeper: Brenda Morejon

## CASH AND INVESTMENT SUMMARY

| | | 6/30/25 |
|---|---|---|
| Cash Account: | | |
| Checking Account – J.P. Morgan Chase Bank | $ | 69,370.02 |
| TOTAL | $ | 69,370.02 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Sunset Lakes Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**SUNSET LAKES ELEMENTARY SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ - | $ - | $ - | $ - | $ - | $ - |
| Music | 511.89 | 22.20 | (134.11) | 156.31 | 156.31 | 668.20 |
| Classes | 10,976.20 | 38,195.00 | 40,084.85 | 410.36 | 1,092.60 | 8,404.11 |
| Clubs | 2,540.25 | 985.00 | 1,816.43 | 192.00 | 351.50 | 1,549.32 |
| Departments | 2,403.90 | 35.72 | 1.43 | 87.15 | 1,641.87 | 883.47 |
| Trusts | 67,520.20 | 655,811.95 | 682,095.43 | 15,151.25 | 15,243.80 | 41,144.17 |
| General | 8,305.54 | 6,331.70 | 405.50 | 8,070.78 | 5,581.77 | 16,720.75 |
| **TOTALS** | $ 92,257.98 | $ 701,381.57 | $ 724,269.53 | $ 24,067.85 | $ 24,067.85 | $ 69,370.02 |

TEQUESTA TRACE MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 1800 Indian Trace, Weston, FL 33326

Region: South

Regional Supt: Alan Strauss

Director: Teresa Hall

Principal: Robert Rivera

Bookkeeper: Donna Petrone – Business Support Center

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – J.P. Morgan Chase Bank | $103,099.48 |
| Investment: | |
| Treasurer's Pool Account | 17,000.00 |
| TOTAL | $120,099.48 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of TeQuesta Trace Middle School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**TEQUESTA TRACE MIDDLE CHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ 1,092.34 | $ 40,626.00 | $ 33,814.63 | $ 13,555.28 | $ 13,892.88 | $ 7,566.11 |
| Music | 4,117.13 | 8,508.00 | 3,174.40 | 1,542.60 | 9,516.23 | 1,477.10 |
| Classes | 4,997.72 | 102,389.00 | 106,022.79 | 105,840.82 | 105,247.53 | 1,957.22 |
| Clubs | 28,440.00 | 79,604.86 | 62,360.50 | 16,831.19 | 25,222.13 | 37,293.42 |
| Departments | 6,202.74 | 262.63 | 6.51 | - | 1,337.72 | 5,121.14 |
| Trusts | 15,939.73 | 104,548.92 | 93,666.75 | 41,434.63 | 20,790.90 | 47,465.63 |
| General | 21,730.09 | 4,556.41 | 7,810.35 | 4,601.22 | 3,858.51 | 19,218.86 |
| **TOTALS** | $ 82,519.75 | $ 340,495.82 | $ 306,855.93 | $ 183,805.74 | $ 179,865.90 | $ 120,099.48 |

TROPICAL ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 1500 SW 66th Avenue, Plantation, Florida 33317

Region: Central

Regional Supt: Dr. Ted D. Toomer

Director: Joseph Balchunas

Principal: Robert Schneider

Bookkeeper: Lisa Camposano-Business Support Center

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase Bank | $ 124,465.78 |
| Investments | |
| Treasurer's Pool Account | 15,000.00 |
| TOTAL | $ 139,465.78 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Tropical Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**TROPICAL ELEMENTARY SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ - | $ - | $ - | $ - | $ - | $ - |
| Music | - | - | - | - | - | - |
| Classes | 3,591.82 | 102,919.00 | 94,773.19 | 2,217.28 | 10,082.63 | 3,872.28 |
| Clubs | 12,403.45 | 6,029.00 | 4,776.09 | 3,071.48 | 3,003.21 | 13,724.63 |
| Departments | 5,753.98 | 7,498.83 | 7,726.13 | 19.20 | 262.22 | 5,283.66 |
| Trusts | 18,559.97 | 574,635.31 | 552,065.00 | 33,376.03 | 14,210.01 | 60,296.30 |
| General | 63,957.27 | 6,016.79 | 2,559.23 | 1,694.04 | 12,819.96 | 56,288.91 |
| **TOTALS** | $ 104,266.49 | $ 697,098.93 | $ 661,899.64 | $ 40,378.03 | $ 40,378.03 | $ 139,465.78 |

WALTER C. YOUNG MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 901 NW 129 Avenue, Pembroke Pines, Florida 33028

Region: South

Regional Supt: Alan Strauss

Director: Teresa Hall

Principal: Mark Henderson

Bookkeeper: Candice Escarment – Business Support Center

## CASH AND INVESTMENT SUMMARY

| | | 6/30/25 |
|---|---|---|
| Cash Account: | | |
| Checking Account – JP Morgan Chase Bank | $ | 25,339.83 |
| Investment: | $ | 20,000.00 |
| Treasurer's Pool Account | | |
| TOTAL | $ | 45,339.83 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Walter C. Young Middle School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**WALTER C. YOUNG ELEMENTARY SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | DEBIT ( FUND - ) | CREDIT ( FUND + ) | TRANSFERS OUT | TRANSFERS IN | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ 3,628.23 | $ 1,448.42 | $ 3,699.00 | $ 1,903.20 | $ 103.20 | $ 4,078.81 |
| Music | 2,863.36 | 70.40 | 1,760.00 | 1,689.60 | 1,689.60 | 4,552.96 |
| Classes | 2,899.18 | 41,301.22 | 43,955.00 | 13,547.74 | 13,240.91 | 5,246.13 |
| Clubs | 24,185.28 | 13,180.64 | 14,616.00 | 30,309.78 | 21,262.33 | 16,573.19 |
| Departments | 1,053.63 | 291.26 | 12.46 | - | 24.00 | 798.83 |
| Trusts | 5,685.90 | **43,583.17** | **29,085.75** | 9,248.28 | 25,618.08 | 8,061.32 |
| General | 11,159.21 | 2,773.85 | 2,882.75 | 8,693.93 | 3,454.41 | 6,028.59 |
| **TOTALS** | $ 51,474.79 | $ 102,648.96 | $ 96,010.96 | $ 65,392.53 | $ 65,392.53 | $ 45,339.83 |

WESTERN HIGH SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

| | |
|---|---|
| Address: | 1200 SW 136th Avenue, Davie, Florida 33325 |
| Region: | Central |
| Regional Supt.: | Dr. Ted Toomer |
| Director: | Haleh Darbar |
| Principals: | Michelle Padura (November 2024 – Current)<br>Jimmy Arrojo (July 2024 – October 2024) |
| Bookkeeper: | Lisa Mitrani – Business Support Center |

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase Bank | $ 125,151.11 |
| Investment: | |
| Treasurer's Pool Account | 535,000.00 |
| TOTAL | $ 660,151.11 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Western High School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**WESTERN HIGH SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ 58,307.67 | $ 99,482.40 | $ 98,861.72 | $ 15,622.70 | $ 18,578.37 | $ 55,972.68 |
| Music | 4,856.74 | 19,114.00 | 14,570.00 | 120.00 | 7,051.80 | 2,468.94 |
| Classes | 2,131.32 | 249,865.78 | 276,585.15 | 90,399.41 | 53,462.66 | 12,348.70 |
| Clubs | 299,876.48 | 437,462.00 | 425,335.53 | 163,427.47 | 208,060.04 | 267,370.38 |
| Departments | 17,022.64 | 34,426.10 | 30,781.31 | 8,775.65 | 6,601.77 | 22,841.31 |
| Trusts | 206,954.26 | 209,404.73 | 232,977.20 | 172,294.65 | 189,128.40 | 166,548.04 |
| General | 88,926.40 | 31,636.28 | 20,204.78 | 50,583.33 | 18,340.17 | 132,601.06 |
| **TOTALS** | $ 678,075.51 | $ 1,081,391.29 | $ 1,099,315.69 | $ 501,223.21 | $ 501,223.21 | $ 660,151.11 |

WESTGLADES MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

Address: 11000 Holmberg Road, Parkland, FL 33076

Region: North

Regional Supt: Dr. Jermaine Fleming

Director: Meredith Weiss - Schnur

Principal: Matthew Bianchi

Bookkeeper: Brenda Martorana

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase Bank | $ 99,137.60 |
| Invesment: | |
| Treasurer's Pool Account | 20,000.00 |
| TOTAL | $ 119,137.60 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Westglades Middle School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**WESTGLADES MIDDLE SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ 19,329.99 | $ 95,046.59 | $ 69,315.97 | $ 5,758.24 | $ 41,968.46 | $ 8,850.39 |
| Music | 750.02 | 43,598.90 | 35,734.98 | 1,430.00 | 6,623.56 | 3,420.38 |
| Classes | 508.78 | 401,676.47 | 395,787.98 | 2,519.16 | 8,838.78 | 77.65 |
| Clubs | 23,405.40 | 115,830.00 | 111,896.50 | 2,521.46 | 2,522.68 | 27,337.68 |
| Departments | 7,989.47 | 9,968.90 | 6,574.10 | 25,291.44 | 6,728.10 | 29,947.61 |
| Trusts | 25,259.50 | 46,821.16 | 58,213.75 | 48,803.50 | 17,628.09 | 45,042.32 |
| General | 8,932.71 | 8,078.44 | 10,535.45 | 10,273.96 | 12,288.09 | 4,461.57 |
| **TOTALS** | $ 86,175.87 | $ 721,020.46 | $ 688,058.73 | $ 96,597.76 | $ 96,597.76 | $ 119,137.60 |

WINSTON PARK ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-2025 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

## PROFILE OF THE SCHOOL

| | |
|---|---|
| Address: | 4000 Winston Park Boulevard, Coconut Creek, Florida 33073 |
| Region: | North |
| Regional Supt.: | Dr. Jermaine Fleming |
| Director: | Melissa Gurreonero |
| Principals: | Devon O'Neal (July 2025-Current)<br>Carolyn Eggleston (July 2024-July 2025) |
| Bookkeeper: | Pamela Hunter – Business Support Center |

## CASH AND INVESTMENT SUMMARY

| | 6/30/25 |
|---|---|
| Cash Account: | |
| Checking Account – JP Morgan Chase Bank | $ 78,573.75 |
| Investment: | |
| Treasurer's Pool Account | 10,000.00 |
| TOTAL | $88,573.75 |

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Winston Park Elementary School for the 2024-2025 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-2025 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

## AUDIT EXCEPTIONS

None

**WINSTON PARK ELEMENTRAY SCHOOL**

**STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)**

**2024 - 2025**

| FUND | BEGINNING BALANCES | CREDIT ( FUND + ) | DEBIT ( FUND - ) | TRANSFERS IN | TRANSFERS OUT | ENDING BALANCES |
|---|---|---|---|---|---|---|
| Athletics | $ - | $ - | $ - | $ - | $ - | $ - |
| Music | 1,660.34 | 1,674.00 | 875.46 | 971.04 | 1,175.35 | 2,254.57 |
| Classes | 1,412.45 | 78,453.24 | 73,737.27 | 2,653.71 | 6,101.52 | 2,680.61 |
| Clubs | 1,666.02 | 3,400.00 | 1,648.67 | 1,533.95 | 1,210.90 | 3,740.40 |
| Departments | 11,466.69 | 53.14 | 2.13 | 31.76 | 82.77 | 11,466.69 |
| Trusts | 37,683.09 | 110,460.35 | 125,982.84 | 61,622.43 | 62,288.29 | 21,494.74 |
| General | 39,139.16 | 4,498.28 | 746.64 | 11,702.81 | 7,656.87 | 46,936.74 |
| **TOTALS** | $ 93,027.75 | $ 198,539.01 | $ 202,993.01 | $ 78,515.70 | $ 78,515.70 | $ 88,573.75 |

# Section III:

## Appendices

## THE OFFICE OF THE CHIEF AUDITOR
## FISCAL YEAR 2024 - 25 SUMMARY OF INTERNAL AUDIT REPORTS WITH EXCEPTIONS

| School and Region | Audit Committee Report Date | Region | FY 2025 Bookkeeper | Audit Exceptions | Guidance |
|---|---|---|---|---|---|
| **Banyan Elementary School** | 9/25/2025 | Central | **BSC** | FY24 & FY 25 Before and After School Care Activity Fees | Policy 6000.3, Before and After Care School SBO Handbook |
| **Colbert Elementary School** | 9/25/2025 | STO | **BSC** | Missing Receipting Documentation | Chapter 8, SPB I-302 |
| **North Lauderdale Elementary School** | 9/25/2025 | North | **BSC** | Missing Receipitng Documentation, Cash Collections | Chapter 8, SPB I-302 |
| **Parkway Middle School** | 9/25/2025 | Central | **Non-BSC/BSC** | Cash collections, Receipting Documentation, Purchasing Policy, Fundraising | Chapter 8, I-302, Policy 3800, I-402 |
| **Charles Drew Elementary School** | 1/29/2026 | North | **BSC** | Cash collections and Receipting Documentation | Chapter 8, SPB I-302 |
| **Discovery Elementary School** | 1/29/2026 | Central | **BSC** | Disbursements, School Improvements | Chapter 8, SPB I-305, I-204, I-205 |
| **Falcon Cove Middle School** | 1/29/2026 | South | **Non-BSC** | Disbursements | Chapter 8, SPB I-305 |
| **Nova Eisenhower Elementary School** | 1/29/2026 | Central | **BSC** | Purchase Cards | Chapter 8, SPB I-305 |
| **South Plantation High School** | 1/29/2026 | Central | **BSC** | Fundraising, Purchase Cards | Chapter 8, SPB I-402, I-305 |

## THE OFFICE OF THE CHIEF AUDITOR

## FY 2020-2025 BSC or Non-BSC Bookkeeper Employed and Audit Exceptions by Fiscal Year

| | School | Audit Committee Report Date | Region | FY25 Ending Balance | FY 2020 Bookkeepers | FY 2020 Audit Exceptions | FY 2021 Bookkeepers | FY 2021 Audit Exceptions | FY 2022 Bookkeepers | FY 2022 Audit Exceptions | FY 2023 Bookkeepers | FY 2023 Audit Exceptions | FY 2024 Bookkeepers | FY 2024 Audit Exceptions | FY 2025 Bookkeepers | FY 2025 Audit Exceptions |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Banyan Elementary School | 9/25/2025 | Central | 25,174.80 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | Exception | BSC | Exception |
| 2 | Bennett Elementary School | 9/25/2025 | Central | 17,157.83 | BSC | None | BSC | None | BSC | None | BSC | Exception | BSC | None | BSC | None |
| 3 | Bright Horizons Center | 9/25/2025 | North | 15,392.24 | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None |
| 4 | Castle Hill Elementary School | 9/25/2025 | STO | 7,797.02 | BSC | None | BSC | Exception | BSC | Exception | BSC | None | BSC | None | BSC | None |
| 5 | Chapel Trail Elementary School | 9/25/2025 | South | 27,565.74 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 6 | Colbert Elementary School | 9/25/2025 | STO | 15,622.95 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | Exception |
| 7 | Coral Cove Elementary School | 9/25/2025 | South | 18,471.54 | BSC | None | BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None |
| 8 | Cross Creek School | 9/25/2025 | North | 10,025.09 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 9 | Crystal Lake Middle School | 9/25/2025 | North | 33,708.32 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 10 | Cypress Run Education Center | 9/25/2025 | North | 14,700.16 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 11 | Deerfield Park Elementary School | 9/25/2025 | North | 9,384.82 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 12 | Dr. Martin Luther King, Jr. Mont. Academy | 9/25/2025 | STO | 10,497.93 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 13 | Hollywood Park Elementary School | 9/25/2025 | South | 13,777.07 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 14 | Lauderhill Paul Turner Elementary School | 9/25/2025 | Central | 6,815.16 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 15 | North Fork Elementary School | 9/25/2025 | STO | 5,944.21 | Non-BSC | None | BSC | Exception | BSC | Exception | BSC | None | BSC | None | BSC | None |
| 16 | North Lauderdale Elementary School | 9/25/2025 | North | 25,288.95 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | Exception |
| 17 | North Side Elementary School | 9/25/2025 | Central | 11,756.12 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 18 | Oakridge Elementary School | 9/25/2025 | STO | 20,529.73 | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None |
| 19 | Palmview Elementary School | 9/25/2025 | North | 7,131.50 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 20 | Parkway Middle School | 9/25/2025 | Central | 63,671.33 | BSC | None | BSC | None | Non-BSC | Exception | Non-BSC | Exception | Non-BSC | Exception | Non-BSC/BSC | Exception |
| 21 | Pine Ridge Education Center | 9/25/2025 | Central | 1,356.16 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 22 | Pompano Beach Elementary School | 9/25/2025 | North | 12,289.43 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 23 | Royal Palm Elementary School | 9/25/2025 | STO | 11,692.52 | BSC | None | BSC | None | BSC | Exception | BSC | None | BSC | None | BSC | None |
| 24 | Tedder Elementary School | 9/25/2025 | STO | 12,915.39 | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None |
| 25 | Thurgood Marshall Elementary School | 9/25/2025 | STO | 10,777.90 | Non-BSC | None | BSC | None | BSC | None | BSC | None | Non-BSC | None | BSC | None |
| 26 | Walker Elementary School | 9/25/2025 | STO | 14,117.82 | BSC | None | BSC | Exception | BSC | Exception | BSC | None | BSC | None | BSC | None |
| 27 | Watkins Elementary | 9/25/2025 | South | 20,487.06 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 28 | Wingate Oaks Center | 9/25/2025 | Central | 3,197.41 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 29 | Apollo Middle School | 1/29/2026 | South | 89,183.38 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 30 | Bayview Elementary School | 1/29/2026 | Central | 133,434.29 | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | Exception | Non-BSC | None | BSC | None |
| 31 | Central Park Elementary School | 1/29/2026 | Central | 121,112.42 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 32 | Charles Drew Elementary School | 1/29/2026 | North | 12,893.71 | Non-BSC | None | Non-BSC | None | BSC | Exception | BSC | None | BSC | Exception | BSC | Exception |
| 33 | Charles W. Flanagan High School | 1/29/2026 | South | 366,098.84 | BSC | None | BSC | None | BSC | None | BSC | Exception | BSC | Exception | BSC | None |
| 34 | Cooper City High School | 1/29/2026 | South | 283,619.12 | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | Exception | Non-BSC | Exception | Non-BSC | None |
| 35 | Cypress Bay High School | 1/29/2026 | South | 962,838.03 | Non-BSC | None | Non-BSC | None | Non-BSC | None | BSC | Exception | BSC | Exception | BSC | None |
| 36 | Deerfield Beach Middle School | 1/29/2026 | North | 102,440.01 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 37 | Dillard 6-12 | 1/29/2026 | Central | 300,511.89 | BSC | Exception | BSC | None | BSC | None | BSC | None | BSC | None | Non-BSC | None |
| 38 | Discovery Elementary School | 1/29/2026 | Central | 91,504.92 | BSC | None | BSC | None | BSC | None | BSC | Exception | BSC | None | BSC | Exception |

## THE OFFICE OF THE CHIEF AUDITOR

## FY 2020-2025 BSC or Non-BSC Bookkeeper Employed and Audit Exceptions by Fiscal Year

| | School | Audit Committee Report Date | Region | FY25 Ending Balance | FY 2020 Bookkeepers | FY 2020 Audit Exceptions | FY 2021 Bookkeepers | FY 2021 Audit Exceptions | FY 2022 Bookkeepers | FY 2022 Audit Exceptions | FY 2023 Bookkeepers | FY 2023 Audit Exceptions | FY 2024 Bookkeepers | FY 2024 Audit Exceptions | FY 2025 Bookkeepers | FY 2025 Audit Exceptions |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 39 | Eagle Point Elementary School | 1/29/2026 | South | 79,062.18 | BSC | None | BSC | None | BSC | None | BSC | Exception | BSC | None | BSC | None |
| 40 | Embassy Creek Elementary School | 1/29/2026 | South | 141,888.34 | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None |
| 41 | Everglades Elementary School | 1/29/2026 | South | 46,458.27 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 42 | Falcon Cove Middle School | 1/29/2026 | South | 362,303.72 | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | Exception |
| 43 | Floranada Elementary School | 1/29/2026 | North | 196,229.97 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 44 | Fort Lauderdale High School | 1/29/2026 | Central | 512,390.01 | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | Exception | Non-BSC | None | Non-BSC | None |
| 45 | Heron Heights Elementary School | 1/29/2026 | North | 134,162.51 | Non-BSC | None | Non-BSC | None | Non- BSC | None | Non-BSC | Exception | Non-BSC | None | Non-BSC | None |
| 46 | Hollywood Central Elementary School | 1/29/2026 | South | 69,395.27 | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None | BSC | None | BSC | None |
| 47 | Hollywood Hills High School | 1/29/2026 | South | 284,563.51 | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None |
| 48 | Indian Ridge Middle School | 1/29/2026 | Central | 145,523.59 | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None |
| 49 | Indian Trace Elementary School | 1/29/2026 | South | 45,979.68 | BSC | None | BSC | None | BSC | None | BSC | Exception | BSC | None | BSC | None |
| 50 | Lauderhill 6-12 STEM-MED Magnet School | 1/29/2026 | Central | 53,762.19 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 51 | Manatee Bay Elementary School | 1/29/2026 | South | 86,909.58 | BSC | None | BSC | None | BSC | None | BSC | Exception | BSC | None | BSC | None |
| 52 | Marjory Stoneman Douglas High School | 1/29/2026 | North | 1,092,164.72 | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | Exception | Non-BSC | Exception | Non-BSC | None |
| 53 | McFatter Technical College | 1/29/2026 | Central | 1,808,428.87 | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | Exception | Non-BSC | None |
| 54 | Millennium 6-12 Collegiate Academy | 1/29/2026 | North | 135,579.88 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 55 | New River Middle School | 1/29/2026 | Central | 90,430.05 | Non-BSC | None | Non-BSC | None | BSC | None | BSC/Non-BSC | None | Non-BSC | None | BSC | None |
| 56 | Northeast High School | 1/29/2026 | North | 214,989.27 | BSC | None | BSC | Exception | BSC | None | BSC | None | BSC | None | BSC | None |
| 57 | Nova Eisenhower Elementary School | 1/29/2026 | Central | 70,711.81 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | Exception |
| 58 | Panther Run Elementary School | 1/29/2026 | South | 61,848.20 | Non-BSC | None | Non-BSC | None | Non-BSC | Exception | BSC | None | BSC | None | BSC | None |
| 59 | Park Trails Elementary School | 1/29/2026 | North | 108,304.40 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 60 | Pembroke Pines Elementary School | 1/29/2026 | South | 12,683.54 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 61 | Pines Collegiate Academy 6-12 | 1/29/2026 | South | 40,255.15 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | Non-BSC | None |
| 62 | Pioneer Middle School | 1/29/2026 | South | 100,563.25 | BSC | None | BSC | None | BSC | None | BSC | None | Non-BSC | None | Non-BSC | None |
| 63 | Pompano Beach High School | 1/29/2026 | North | 408,996.07 | Non-BSC | Exception | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None |
| 64 | Quiet Waters Elementary School | 1/29/2026 | North | 92,118.24 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 65 | Riverglades Elementary School | 1/29/2026 | North | 54,484.35 | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None |
| 66 | Sandpiper Elementary School | 1/29/2026 | Central | 31,498.09 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 67 | Sawgrass Elementary School | 1/29/2026 | Central | 57,982.37 | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | None |
| 68 | Sawgrass Springs Middle School | 1/29/2026 | North | 91,216.15 | Non-BSC | None | Non-BSC | None | Non-BSC & BSC | None | BSC | None | BSC | None | Non-BSC | None |
| 69 | Seminole Middle School | 1/29/2026 | Central | 77,225.31 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 70 | Sheridan Technical College | 1/29/2026 | Central | 1,759,821.74 | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | Exception | Non-BSC | None | Non-BSC | None |
| 71 | South Plantation High School | 1/29/2026 | Central | 393,430.76 | Non-BSC | None | Non-BSC | None | Non-BSC | None | BSC | None | BSC | Exception | BSC | Exception |
| 72 | Sunset Lakes Elementary School | 1/29/2026 | South | 69,370.02 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | Non-BSC | None |
| 73 | Tequesta Trace Middle School | 1/29/2026 | South | 120,099.48 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 74 | Tropical Elementary School | 1/29/2026 | Central | 139,465.78 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 75 | Walter C. Young Middle School | 1/29/2026 | South | 45,339.83 | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None | BSC | None |
| 76 | Western High School | 1/29/2026 | Central | 660,151.11 | Non-BSC | None | Non-BSC | None | Non-BSC | None | Non-BSC | Exception | BSC | Exception | BSC | None |

## THE OFFICE OF THE CHIEF AUDITOR

## FY 2020-2025 BSC or Non-BSC Bookkeeper Employed and Audit Exceptions by Fiscal Year

| | School | Audit Committee Report Date | Region | FY25 Ending Balance | FY 2020 Bookkeepers | FY 2020 Audit Exceptions | FY 2021 Bookkeepers | FY 2021 Audit Exceptions | FY 2022 Bookkeepers | FY 2022 Audit Exceptions | FY 2023 Bookkeepers | FY 2023 Audit Exceptions | FY 2024 Bookkeepers | FY 2024 Audit Exceptions | FY 2025 Bookkeepers | FY 2025 Audit Exceptions |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 77 | **Westglades Middle School** | 1/29/2026 | North | 119,137.60 | **Non-BSC** | **None** | **Non-BSC** | **None** | **Non-BSC** | **None** | **Non-BSC** | **None** | **Non-BSC** | **Exception** | **Non-BSC** | **None** |
| 78 | **Winston Park Elementary School** | 1/29/2026 | North | 88,573.75 | **BSC** | **None** | **BSC** | **None** | **BSC** | **None** | **BSC** | **None** | **BSC** | **None** | **BSC** | **None** |

**Total Funds Completed** **13,014,381.42** 56% of the total Internal Funds balance of $23,072,577.65

**General Information on Internal Funds**

The total year-end balance of Broward's non-Charter schools' Internal Funds (including the Technical Colleges and Community Schools) was $24.2M in June 2024 and $25.1M in June 2025. During fiscal year 2025, the combined total of inflows was approximately $109M, and the combined total of outflows was $110M.

Although Internal Funds are not available to the School Board to support the general operating expenses of the District, they are reported in the District's Annual Comprehensive Financial Report (ACFR). Student Activities finances are reported in the ACFR in the Fiduciary - Custodial Fund (fund 8920). The Bookstore activities at the Technical Colleges are reported in the ACFR in the Non-Major Special Revenue Funds as Other Special Revenue (fund 4980).

If a school is fortunate enough to have a large balance in its Internal Funds checking account (each school is limited to one checking account by Florida Department of Education regulation) they may withdraw money from the checking account and transfer it to an account for the school in the Treasurer's Pooled Funds. This allows the school to accrue a bit more interest income, while avoiding the possibility of exceeding FDIC deposit insurance limits. The Treasurer's Office periodically disburses interest payments to each school that has a Treasurer's Pooled Funds Account, and the interest payments are receipted into each school's Internal Funds. The Internal Funds invested in the Treasurer's Pool at fiscal year-end 2025 totaled $13.3M.

Internal Funds (also known as Internal Accounts or Student Activity Funds) are monies generated and used within a school, in contrast to the tax-derived funds that support school budgets and the general operations of the District. Any money collected or handled by any SBBC employee in connection with a school activity is required to be deposited into the school's Internal Funds.

Funding and Financial Reporting for Florida Schools (Redbook) Chapter 8 *Internal Funds* contains the Florida Department of Education's published regulatory guidelines, as well as the accounting structure, for public school Internal Funds. The District's Internal Accounts policies and Standard Practice Bulletins are based on this FDOE regulation.

The specified Internal Accounts funds are:

- 1000's Athletics
- 2000's Music
- 3000's Classes
- 4000's Clubs
- 5000's Departments
- 6000's Trusts
- 7000's General.

The **Athletics** fund may contain an Athletic Account and smaller accounts belonging to Cheerleaders and particular sports teams or clubs. Athletic event ticket sales revenues are recorded in an account in the Athletics fund. High Schools have occasionally received reimbursements from the Athletics and Student Activities Department, for certain Athletics expenses that were originally paid from the school's Internal Funds.

The **Music** fund holds money collected for Band and Orchestra instrument rental fees, and any other fundraising proceeds, ticket sales, or collections by a school's Chorus, Band, or Orchestra.

**Class** accounts typically record funds collected and disbursed by each grade level. In a High School, the Senior Class Account typically shows higher revenues and disbursements than the other class accounts due to activities such as the Homecoming Dance and Senior Prom. The Class Accounts may hold collections related to any project, activity or field trip pursued by any grade level.

**Club** accounts record the money raised and disbursed by various Clubs. The Class and Club sponsors authorize expenditures from the accounts belonging to organizations they sponsor. Yearbook sales are accounted for in the Club Accounts. Most schools have Faculty Club Accounts to receive Faculty Club dues collected and vending machine commissions derived from machines in Teacher-designated areas of the school. These funds are disbursed in accordance with Faculty Club voting and authorization.

**Department** accounts may hold, for example, Library collections for lost Library books or Book Fair proceeds, or donations given to the school for use by a particular school department, such as ESE or Guidance. A Physical Education Department Account could be used to record revenues and expenditures related to the purchase and sale of PE Uniforms.

**Trust** accounts hold money that is to be used for a specific purpose, or that is required to be remitted to the District.

After-School Care collections and Summer Camp collections from parents, Facility Rental collections from lessees, and Sales Taxes due on fundraisers are accounted for in the Trust accounts. Small grants and donations may also be recorded in Trust accounts to be used for donor-designated purposes.

Elementary schools, middle schools, alternative schools and centers receive a categorical allocation in their budgets for the Supplemental Arts and Sciences Program, which is placed in each recipient school's Internal Funds checking account by the District's Treasurer. Schools may use these funds to pay approved field trip vendors directly, and unused funds are returned to the District at the end of each school year.

Vending machine commissions are also initially receipted in a Trust Account, before being transferred to other Internal Funds accounts. Staff Appreciation is a Trust Account that is permitted to receive up to 25% of the school's vending machine commissions.

The Promotions/Public Relations and Hospitality Trust Accounts hold money transferred in from the General Account, that is subject to annual maximums and restricted in purpose. Unused funds must be transferred back to the General Account at the end of each fiscal year.

The **General** Account records funds to be used for the general welfare of the student body, including donations without a specified purpose.

Limited funds may be transferred from the General Account to the Promotions/Public Relations and Hospitality Accounts and the School Improvement Trust Account at the beginning of each school year.

Financial and Program Cost Accounting and Reporting for Florida Schools 2021 (published by the Office of Funding and Financial Reporting – Florida Department of Education) Chapter 8 *School Internal Funds,* Section III – Standards, Practices and Procedures states:

> "3.4 RESTRICTED EXPENDITURES The following expenditures from internal funds are deemed inappropriate and shall not be made except from trust funds collected for a specifically identified purpose.
>
> a. Equipment, supplies, forms and postage for curricular or classroom use. The exception is for revenues derived from career education production shops, which may be used for this purpose.
>
> b. Curricular-related travel. The exception is for revenues derived from career education production shops, which may be used for this purpose.
>
> c. Professional, technical or consultant services. The exception is for revenues derived from career education production shops, which may be used for these purposes.
>
> d. Articles for the personal use of any student, employee or other person, except those items that are identifiable as being in recognition of service or promotion of school activities and those items identified under rule 6A-1.0143, F.A.C., Promotion and Public Relations Funding.
>
> e. Personal memberships or subscriptions.
>
> f. Salaries or other compensation for duties or assignments that are the responsibility of the school district.
>
> g. Loans, credit or accommodation purchases for anyone.
>
> h. Repairs and maintenance of district school board equipment for which district school board funds are available. The exception is for revenues derived from career education production shops, which may be used for these purposes."

Expenditures that are paid from a school's budget by the Accounts Payable Department may be reimbursed by the school's Internal Funds, if appropriate. For example:

- Employees who work as gate help at a school Football game must be paid via Payroll, so money from the school's Internal Funds Athletic Account is remitted to the Treasurer's Office to cover these payments to SBBC employees.

- Equipment should be purchased through SAP, with the assistance of the Procurement Department. If Internal Funds are the source of payment, the money is remitted to the Treasurer's Office so that the invoice may be paid by the District's Accounts Payable Department, and the item is added to the school's Property Inventory.

- Schools may engage the Transportation Department to provide buses for field trips, so Internal Funds money may be remitted by the school to the Treasurer's Office to pay Transportation for services.

Any money collected or disbursed in association with a school field trip must flow through the school's Internal Funds. Booster Clubs and PTOs may donate money to their schools to enable the schools to pay the bills for field trips.

Examples of some of the general guidance we have on Internal Funds:

- Florida Statute 1011.07 Internal Funds
  https://www.flsenate.gov/Laws/Statutes/2022/1011.07

- Florida Administrative Code 6A-1.001 District Financial Records
  https://www.flrules.org/gateway/ruleNo.asp?id=6A-1.001

- Florida Administrative Code 6A-1.0143 Promotion and Public Relations Funding https://www.flrules.org/gateway/ruleno.asp?id=6A-1.0143&Section=0

- Chapter 8 of Financial Accounting for Local and State School Systems 2014 Edition, published by the National Center for Education Statistics – US Department of Education.
  https://nces.ed.gov/pubsearch/pubsinfo.asp?pubid=2015347

**General Information on Internal Funds (Continued)**

- Chapter 8 *School Internal Funds* of Financial and Program Cost Accounting and Reporting for Florida Schools 2021 published by the Office of Funding and Financial Reporting – Florida Department of Education.
  https://www.fldoe.org/core/fileparse.php/7507/urlt/REDBKCH8.pdf

- School Board Policy 3410 Internal Accounts
  https://web01.browardschools.com/sbbcpolicies/docs/Policy%203410%20.pdf

- School Board Policy 6301 Collection of Monies
  http://www.broward.k12.fl.us/sbbcpolicies/docs/P6301.000.pdf

- School Board Policy 6.3 Supply Fees – Expendable Supplies
  https://web01.browardschools.com/sbbcpolicies/docs/P6.3.0000.pdf

**Additional References**

FAC 6A-10.081

https://www.flrules.org/gateway/ruleno.asp?id=6A-10.081

FAC 64E-11.003

https://www.flrules.org/gateway/ruleno.asp?id=64E-11.003

381.0072 F.S.

http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0300-0399/0381/Sections/0381.0072.html

Business Practice Bulletin A-429 Facility Rentals

https://www.browardschools.com/Page/36046

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Gerard Robinson
Commissioner of Education

Just Read, Florida!

June 18, 2012

Mr. Robert W. Runcie, Superintendent
Broward County School District
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

Dear Superintendent Runcie:

We received your June 7, 2012, letter notifying Commissioner Robinson that the Broward County School District plans to centralize its school internal fund accounting, and requests a modification of policies and procedures regarding school internal funds that are outlined in the *Financial and Program Cost Accounting and Reporting for Florida Schools, 2011* (Red Book). The district school board is hereby granted authority to modify such policies and procedures regarding school internal funds. The district school board remains responsible for providing for an annual audit of school internal funds pursuant to Rule 6A-1.087, Florida Administrative Code.

Please do not hesitate to contact me or my staff if we can be of service.

Sincerely,

Linda Champion

LC/ts

cc: Mr. I. Benjamin Leong
Ms. Nell Johnson
Mr. Mark Eggers

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www.fldoe.org

## Nakia N. Gouldbourne

**From:** Dave G. Rhodes
**Sent:** Tuesday, February 25, 2025 8:26 AM
**To:** Ali Arcese; Nakia N. Gouldbourne
**Subject:** Fw: Disbursements via ACH for Internal Funds

Please review the entire thread and let's get together to discuss. Thank you.

Respectfully,

**Dave G. Rhodes**
Chief Auditor
Office of the Chief Auditor
600 SE 3rd Ave,
Ft. Lauderdale, FL 33301
P: 754.321.2400
dave.rhodes@browardschools.com
browardschools.com




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---

**From:** Ryan A. Smith <ryan.smith@browardschools.com>
**Sent:** Friday, February 21, 2025 2:13 PM
**To:** Dave G. Rhodes <dave.rhodes@browardschools.com>
**Cc:** Jennifer D. Andreu <jennifer.andreu@browardschools.com>
**Subject:** FW: Disbursements via ACH for Internal Funds

Good afternoon Mr. Rhodes,

Congratulations again on the birth of your first grandchild! Such wonderful blessing for you and your family.

Per your request, here is the FLDOE's response clarifying our previously issued waiver. Given the significant staff changes over the years, I sought clarification to ensure our current interpretation aligns with the original intent of the waiver,

particularly regarding the SBBC's latitude with Chapter 8 requirements. This clarification is essential as we update our Policies and Standard Practice Bulletin, especially in areas like ACH transactions.

According to the FLDOE, the waiver allows us to modify policies and procedures related to school internal funds, as outlined in the 2023 Red Book, to better align with the district's needs.

Lastly, the red text below is the clarifying response from Ms. Liu regarding fundraisers. This guidance combined with our current Standard Practice Bulletins regarding field trips and fundraisers, supports the assertion that there is no current requirement for a financial report for Grad Bash. If the OCA has documented literature that provides otherwise, I welcome the opportunity to review it as a team.

- Chapter 8 references "fundraising activity/ies" on numerous occasions- however the term is not clearly defined in the definition of terms used in the guide. Can the FDOE provide some clarification on the term "fundraising activity/ies" to ensure we are using it appropriately in our interpretation with events like Prom. We currently do not consider it a fundraising event as it charges only enough in admission to cover the costs of the event but does not raise money for other intended purposes. Fundraising is not an accounting term. If a district organizes an activity or hosts an event with the purpose of raising funds, it qualifies as a fundraising activity. For instance, if the costs of prom are covered by student attendees or existing district resources, it is not considered a fundraising activity. However, if the district organizes a separate event or activity to generate funds from external sources for the prom, that would be classified as a fundraising activity.

Please let me know if you have any questions.

In service,

**Ryan A. Smith**
Director
Business Support Center
7720 W. Oakland Park Blvd., Suite 304
Sunrise, FL 33351
P: 754-321-0668 F: 754-321-0591 C: 301-343-3640
ryan.smith@browardschools.com
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---

**From:** Ryan A. Smith
**Sent:** Monday, January 27, 2025 2:27 PM
**To:** Liu, Li <Li.Liu@fldoe.org>
**Cc:** mark.eggers <mark.eggers@fldoe.org>
**Subject:** RE: Disbursements via ACH for Internal Funds

Thank you, Ms. Li.

I appreciate you providing confirmation that the exemption granted to us previously by the FDOE allows us the latitude to operate outside of Chapter 8, notwithstanding the annual audit requirement, as long as we have documented policies and procedures in place to provide for internal controls.

Have a wonderful afternoon.

In service,

**Ryan A. Smith**
Director
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7720 W. Oakland Park Blvd., Suite 304
Sunrise, FL 33351
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---

**From:** Liu, Li <Li.Liu@fldoe.org>
**Sent:** Monday, January 27, 2025 2:14 PM
**To:** Ryan A. Smith <ryan.smith@browardschools.com>
**Cc:** mark.eggers <mark.eggers@fldoe.org>
**Subject:** RE: Disbursements via ACH for Internal Funds

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Mr. Smith,

The district school board can modify policies and procedures regarding school internal fund, from outlined in the *2023 Red Book,* to best meet its needs.

District management is responsible for the design, implementation, and maintenance of internal control around school internal fund, as well as providing an annual audit of school internal funds as part of the financial audit requirements.

Thanks,

Li

---

**From:** Ryan A. Smith <ryan.smith@browardschools.com>
**Sent:** Monday, January 13, 2025 11:02 AM
**To:** Liu, Li <Li.Liu@fldoe.org>
**Cc:** Eggers, Mark <Mark.Eggers@fldoe.org>
**Subject:** RE: Disbursements via ACH for Internal Funds
**Importance:** High

Good morning Ms. Liu,

I thank you for sending this information over and apologize for the delay in expressing my gratitude, as my original response was stuck in my Outbox along with a few others I sent from home during our break. Looks like quite a bit of the responses below, push the determinations back on our district which is not entirely unexpected given we should have all these items addressed in our internal policies and procedures.

Back when the Business Support Center was created, our Superintendent, Robert Runcie, had requested for modification of the polices and procedures in Chapter 8 given that were going to be operating significantly different than other decentralized districts in the state. That request was honored in a subsequent response from the Commissioner of Education in a letter dated 6/18/2022 attached to this email. The waiver was approved with the caveat that we would remain responsible for providing an annual audit of school internal funds pursuant to Rule 6A-1.087, Florida Administrative Code.

**Based on this history, can you please confirm that BCPS is able to modify, at our discretion, the policies and procedures contained in the Redbook Chapter 8, by issuing our own clearly written board approved policies and officer approved internal procedures**. And- that these internal procedures are acceptable, when in conflict with items listed in Chapter 8. For example, with this waiver could we institute ACH disbursements for remittances back to our district, even though Chapter 8 does not currently allow for it, if we document our process for handling ACH payments in this manner. The letter appears to be very broad, but with the changing of staff we want to ensure the interpretation is still as was intended when it was issued. Appreciate this last bit of guidance as we are currently rewriting many of our policies and procedures and want to ensure we provide clear and explicit guidance to support our schools.

In service,
-Ryan

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Gerard Robinson
Commissioner of Education

Just Read, Florida!

June 18, 2012

Mr. Robert W. Runcie, Superintendent
Broward County School District
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

Dear Superintendent Runcie:

We received your June 7, 2012, letter notifying Commissioner Robinson that the Broward County School District plans to centralize its school internal fund accounting, and requests a modification of policies and procedures regarding school internal funds that are outlined in the *Financial and Program Cost Accounting and Reporting for Florida Schools, 2011* (Red Book). The district school board is hereby granted authority to modify such policies and procedures regarding school internal funds. The district school board remains responsible for providing for an annual audit of school internal funds pursuant to Rule 6A-1.087, Florida Administrative Code.

Please do not hesitate to contact me or my staff if we can be of service.

Sincerely,

Linda Champion

LC/ts

cc: Mr. I. Benjamin Leong
Ms. Nell Johnson
Mr. Mark Eggers

LINDA CHAMPION
DEPUTY COMMISSIONER, FINANCE AND OPERATIONS

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---

**From:** Liu, Li <Li.Liu@fldoe.org>
**Sent:** Friday, December 20, 2024 9:55 AM
**To:** Ryan A. Smith <ryan.smith@browardschools.com>
**Cc:** mark.eggers <mark.eggers@fldoe.org>
**Subject:** FW: Disbursements via ACH for Internal Funds

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Good morning Mr. Smith,

I apologize for the delay in getting back to you.

I have reviewed your questions, and my responses are provided below in red font.

Please feel free to reach out if you have any further questions. Wishing you a wonderful holiday!

Best regards,
Li

---

**From:** Ryan A. Smith <ryan.smith@browardschools.com>
**Sent:** Tuesday, November 19, 2024 11:26 AM
**To:** Eggers, Mark <Mark.Eggers@fldoe.org>
**Cc:** Liu, Li <Li.Liu@fldoe.org>
**Subject:** FW: Disbursements via ACH for Internal Funds

Good afternoon Mr. Eggers,

Reaching out to see if there may be a better contact for inquiring about the process, timelines, and involvement for changes to Chapter 8? I have reached out twice unsuccessfully to the email address you provided for Ms. Liu. Perhaps the email address provided was incorrect…

In addition to asking about process, timelines, and involvement for changes to Chapter 8, I have a few other clarifying questions regarding the content for Chapter 8 as our Internal Auditors have switched their positions on a few items. Can you direct me to who you think is best to assist with providing the following clarifications:

- Chapter 8 references "fundraising activity/ies" on numerous occasions- however the term is not clearly defined in the definition of terms used in the guide.
  Can the FDOE provide some clarification on the term "fundraising activity/ies" to ensure we are using it appropriately in our interpretation with events like Prom. We currently do not consider it a fundraising event as it charges only enough in admission to cover the costs of the event but does not raise money for other intended purposes. Fundraising is not an accounting term. If a district organizes an activity or hosts an event with the purpose of raising funds, it qualifies as a fundraising activity. For instance, if the costs of prom are covered by student attendees or existing district resources, it is not considered a fundraising activity. However, if the district organizes a separate event or activity to generate funds from external sources for the prom, that would be classified as a fundraising activity.
- Chapter 8, Section I, 12. states that "Purchases from internal accounts shall not exceed the resources of the applicable student activity/ project account, except for items acquired for resale or items authorized by district school board rules."
- This is being interpreted by our audit team that, at no time, can any account activity (such as Prom) have a negative cash flow even if the activity is profitable and the overall club account has remained positive. Can the FDOE provide some clarification on whether or not this is the appropriate interpretation of Chapter 8, Section I, 12. The purpose of this requirement is to ensure that internal funds are neither misused nor allowed to result in a deficit for individual activity accounts. As stated, school districts should establish clear policies outlining what expenditures are allowable, what is not, and the extent to which funds can be spent in advance of revenue, if permitted at all.
- Chapter 8, Section III, 1.5, b. states that "Internal funds that are **temporarily idle** shall, as required by law, be invested pursuant to policies of the district school board using any medium of investment legal for public funds and may not exceed insurance protection or other legal collateral limits."
  - Can you please provide structure and clarity to the term "temporarily idle", specifically the time frame to be considered temporarily idle. This matter is at the discretion of the district. The classification of funds as idle depends on factors such as the time span between inflows and outflows, the chosen investment medium, and other relevant considerations.
- Our Internal Funds bank accounts are now housed within one bank a centrally for the district. This makes it implausible not to exceed the FDIC insurance protection of $250K, however given our bank is a QPD- does that even matter? Our Internal Auditors previously issued us an audit exception regarding this item, and I am looking for guidance from the FDOE on the proper mitigation of this item or if this reference in Chapter 8 should be considered for revision. This matter is not specific to Chapter 8 School Internal Funds. We recommend collaborating with your auditors and CFO to determine the most effective approach to safeguarding the funds.
- Chapter 8, Section III, 3.4, b. states that the following is a restricted expenditure: "Curricular-related travel. The exception is for revenues derived from career education production shops, which may be used for this purpose."
  - Can you please provide structure and clarity to the term "curricular-related". It refers to activities or content connected to the curriculum, designed to provide students with hands-on experience and deeper subject understanding.
- We have had club sponsors, accompanying students on field trips (such as debate) as a chaperone, that have also spoken at these student-centered club sponsored events while performing their chaperone duties. Does this participation at a speaker reclassify this trip as curricular-related travel and therefore a restricted expenditure? As previously noted, the district should establish policies in accordance with Section III, 3.1, to govern allowable and unallowable costs.

- Chapter 8, Section III, 3.4, b. states that the following is a restricted expenditure: Salaries or other compensation for duties or assignments that are the responsibility of the school district.
    - We have had schools attempt to pay for substitute teacher costs, related to coverage for a field trip, from Internal Funds. We have taken the position that substitute teacher costs, regardless of reason, are to be considered salary for duties or assignments that are the responsibility of the school district. Can you confirm if we are interpreting this properly. The purpose of this requirement is to prevent the misuse of school internal funds to cover salaries and benefits of school personnel performing regular school responsibilities. While using school activity funds to pay substitute teachers for club activities is rare, certain factors should be considered in such cases. For example:
      Are club members and their parents/guardians informed that club fees will cover the substitute teacher's pay?
      When does the field trip take place (during school hours or otherwise)?
      What is the substitute teacher's role and involvement with the club? Is it already included in the contract for the scheduled work hours and pay?
      We recommend that districts establish clear policies to provide explicit guidance and ensure consistent practices across all schools. Additionally, we encourage you to discuss this matter with your district CFO and HR director.

With gratitude,



**Ryan A. Smith**
Director
Business Support Center
7720 W. Oakland Park Blvd., Suite 304
Sunrise, FL 33351
P: 754-321-0668 F: 754-321-0591 C: 301-343-3640
ryan.smith@browardschools.com
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---

**From:** Ryan A. Smith
**Sent:** Tuesday, November 12, 2024 7:36 AM
**To:** li.liu@fldoe.org
**Subject:** RE: Disbursements via ACH for Internal Funds

Good morning Ms. Liu,

Moving this back to the top of your email to ensure you received it. Can you please acknowledge.

Thanks,



**Ryan A. Smith**
Director
Business Support Center
7720 W. Oakland Park Blvd., Suite 304
Sunrise, FL 33351
P: 754-321-0668 F: 754-321-0591 C: 301-343-3640
ryan.smith@browardschools.com
browardschools.com

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Under Florida law, e-mail addresses, and all forms of communications, including e-mail communications, made or received in connection with the transaction of School Board business are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone.

The School Board of Broward County, Florida expressly prohibits bullying, including cyberbullying, by or towards any student or employee. See Policy 5.9: Anti-Bullying for additional information.

---

**From:** Ryan A. Smith
**Sent:** Tuesday, November 5, 2024 10:49 AM
**To:** li.liu@fldoe.org
**Cc:** southworthju@pcsb.org
**Subject:** Disbursements via ACH for Internal Funds

Good morning Ms. Liu,

I have the pleasure of providing oversight for our Internal Funds service line at BCPS; it's a pleasure to meet you virtually.

I spoke with Mr. Eggers this morning about the process for updates to Chapter 8 of the Rebook. He provided me with your contact information to reach out and discuss further. One update of particular interest is the ability to do disbursements, from Internal Funds, via ACH. As Chapter 8 currently reads, the only mechanism for disbursements of two signatures on a check. Lacking the ability to utilize ACH payments for Internal Funds has created an avoidable inefficiency for BCPS- especially as it relates to remittances from Internal Funds over to our district budget accounts which we are currently doing through check.

Can you provide insight on if this is a consideration on the table. If it is not, can you please advise on the process overall for updates and if there is an opportunity to be involved in the process. Thank you for your consideration.

In service,

**Ryan A. Smith**
Director
Business Support Center
7720 W. Oakland Park Blvd., Suite 304
Sunrise, FL 33351
P: 754-321-0668 F: 754-321-0591 C: 301-343-3640
ryan.smith@browardschools.com
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County Public Schools

4/8/2025

**STANDARD PRACTICE BULLETIN**
SCHOOL BOARD OF BROWARD COUNTY, FL
DIVISION: FINANCE & OPERATIONS
DEPARTMENT: INTERNAL FUNDS
*Revised April 8, 2025*

BULLETIN No.: I-204
*Effective date April 15, 2025*

SUBJECT: TRUSTS

# TRUSTS

**PURPOSE**
**TOPICS IN BULLETIN:**
I. COLLECTIONS MADE FOR SCHOOL BOARD REMITTANCE
II. COLLECTIONS OR DONATIONS MADE FOR SPECIFIC PURPOSES
III. SCHOOL IMPROVEMENTS
IV. PARKING DECAL FEES
V. PROCESS OWNERSHIP AND CONTACT
**REVISION HISTORY**
**AFFILIATED POLICIES/ PRACTICE BULLETINS:**
I. A-421, A-454, A-510
**EXHIBITS:**
I. NONE

**PURPOSE:**

Funds collected for a specific, restricted purpose shall be accounted for in a Trust Fund Account. This bulletin outlines the guidelines for the management of Trust Fund Accounts, ensuring proper handling, accountability, and compliance with School Board policies.

## TRUSTS

### I. COLLECTIONS MADE FOR SCHOOL BOARD REMITTANCE

These accounts include funds collected for direct remittance to the School Board:

- Facility Rentals
- Child Care Tuition/ Registration Fees (Before/After School Child Care, Summer Camp)*
- Fee Based Voluntary Pre-Kindergarten
- Preschool Child Care Collections
- Damaged/ Lost Property (Textbooks, Library Books, Media)
- Community/Vocational Tuition/ Testing Fees*
- Sales Tax
- Due to District (1142 Expenses) **

A. All funds collected for remittance to the School Board of Broward County **MUST** be submitted monthly. Child Care collections must follow the established remittance calendar.

B. Funds transferred from Athletics, Band, Class, Club, or Department accounts to the **Due to District** account **MUST** be remitted after verification of the KSB1 report.

C. The **Due to District** and **Facility Rental** accounts **MUST** be zeroed out at year-end. If a balance remains, a documented and approved justification must be retained for audit purposes.

***NOTE:** Child Care collection procedures are outlined in BPB A-454. Community and vocational fee collections are covered in BPB A-421.

****NOTE:** For remittance procedures regarding outstanding balances from previous years, refer to BPB A-510.

**Important:** All funds transmitted to the School Board of Broward County via the Treasurer's Office must be accompanied by a completed Remittance Transmittal form.

## II. COLLECTIONS OR DONATIONS MADE FOR SPECIFIC PURPOSES

Examples include:

- Scholarships
- Specific Field Trip Collections
- Book Clubs
- Community School Supply Accounts

A. Trust fund accounts **MUST** not operate with a negative balance, except for the following:

- Internal Advance
- NSF Checks/Charges*
- Over/Under*
- Reimbursable-Outside Agency
- SBBC Reimbursable

These accounts **MUST** be zeroed out at year-end, or a documented and approved justification for any negative balance must be retained for audit purposes.

***NOTE:** Negative balances in NSF Checks/Charges and Over/Under accounts may be permitted at year-end; however, they **MUST** only reflect transactions recorded on the year-end bank statement.

B. Donations **MUST** be documented with a letter from the donor listing the specific purpose of the donation or clearly indicated on the memo line of the donation check.

## III. SCHOOL IMPROVEMENTS

When school improvements are to be funded using **General Fund** dollars, the funds **MUST** first be transferred to the **School Improvements Trust Account (SITA).** The SITA **MUST** be used to track all such expenditures funded by the **General Fund.** This requirement does not apply to expenditures funded from other Internal Funds sources.

The following are guidelines for expenditures from this account:

A. **ALL** school improvements **MUST** adhere to the purchasing requirements of School Board Policy 3800.

B. Any installation of new or replacement equipment that becomes part of, or is affixed to, school buildings—and must comply with fire and building codes—**MUST** be reviewed and approved by the appropriate department. Approval should be documented through an interdepartmental memo or a Purchase Order issued or approved by the appropriate department.

Examples of improvements requiring this additional approval would be:

a) Air Conditioning
b) Remodeling
c) Stage/Blackout Curtain
d) Playground Shelters/Equipment
e) Items requiring electrical and/or plumbing connections

C. Examples of allowable expenses under this definition include, but are not limited to, the following:

a) General facility enhancements or beautification of areas of the building used by students or the general public.

b) Tangible property to update or augment any areas of the building used by students or the general public.

Schools may transfer up to 15% of their **General Fund** balance at the beginning of each fiscal year into the SITA to pay for **School Improvements.**

Funds in the SITA may only be used for school improvement activities.

A. Any non-designated funds remaining in the SITA at year-end **MUST** be transferred back to the **General Fund**.

B. Designated funds in the SITA may be carried over from year to year **ONLY** if they are allocated for approved projects that require more than the annual 15% transfer limit. There is no time frame restriction as to how long a school may accrue for an approved project. To designate funds, the school principal **MUST** approve the project in advance using an **Activity Approval Form**.

C. Upon completion of the approved project, any unused trust designated funds **MUST** be transferred back to the **General Fund**

## IV. PARKING DECAL FEES

As prescribed in Chapter 8 of the Florida Schools Red Book, collections from parking decals issued by secondary schools and career centers may be restricted as to use, and if so, **MUST** be accounted for separately in a trust account. The Parking Decal Fees Trust Account will track all fees generated from parking decal sales, as specified in Policy 5307, along with related expenses. These guidelines do not apply to optional fundraisers related to parking facility areas.

The following are guidelines for expenditures from this account:

A. **ALL** purchases from the Parking Decal Fees Trust Account **MUST** adhere to the purchasing requirements of School Board Policy 3800.

B. Examples of allowable expenses under this definition include, but are not limited to, the following:

c) General facility enhancements or beautification of parking facility areas.

d) Tangible property for updating parking facility areas.
e) Tangible property used to service parking facility areas.
f) Maintenance and upkeep to any tangible property used in servicing parking facility areas.

C. A **parking facility area** is a broad term that can include any space or structure related to vehicle parking. It typically encompasses:

- Parking lots (open-air spaces for vehicle parking)
- Parking garages/structures (multi-level or underground facilities)
- Driveways and access roads (leading to and within the parking facility)
- Entrances, exits, and gates (including ticketing or access control areas)
- Sidewalks, and pedestrian areas (within or adjacent to the parking facility)
- Lighting, signage, and landscaping (enhancements to the facility)
- Service areas (like maintenance zones or security booths)

## V. PROCESS OWNERSHIP AND CONTACT:

A. The Business Support Center is responsible for updating this bulletin as needed. Updates will be approved by the Business Support Center Director.

B. For questions or additional information regarding this bulletin, please contact the Business Support Center at 754-321-0630.

**Revision History:**
Revised: APR 2025 by DIRECTOR, BSC Approved: APR 2025 by CHIEF OPERATING OFFICER

SCHOOL BOARD OF BROWARD COUNTY

AUDIT COMMITTEE MEETING

KC WRIGHT ADMINISTRATION CENTER
BOARD ROOM
600 SE 3RD AVENUE
FORT LAUDERDALE, FLORIDA

THURSDAY, JANUARY 29, 2026
9:38 A.M. - 12:35 P.M.

Court Reporter:
Timothy R. Bass, Stenographic Reporter
Bass Reporting Service, Inc.
633 South Andrews Avenue, Suite 500
Fort Lauderdale, FL 33301

COMMITTEE MEMBERS IN ATTENDANCE:
MS. MARY FERTIG, Chair
MS. PHYLLIS SHAW, Vice Chair
MR. ROBERT MAYERSOHN (Telephonic)
MR. ANTHONY DE MEO, CPA
MR. ANDREW MEDVIN, CPA
MR. LEW NAYLOR
MS. B. JILL BARON
MR. CHRISTOPHER UPTON
MS. RACHEL ROSAS
MR. ANDREW MEDVIN

OFFICE OF THE CHIEF AUDITOR STAFF:

MR. DAVE RHODES, Chief Auditor
MR. MARK MAGLI, Executive Director, Audits
MS. NAKIA GOULDBOURNE, Manager, Internal Funds
MS. ELENA PRITYKINA, Manager, Operations
MR. MERLIN BUTLER, Manager, Property & Inventory
MR. BRYAN ERHARD, System Support Specialist II
MR. DEREK TILLMAN, Executive Secretary
MS. OCTAVIA ALLEN-HARDAWAY, Clerk Spec C

DISTRICT STAFF:

DR. HOWARD HEPBURN, Superintendent of Schools (Teams)
MR. RYAN SMITH, Director, Business Support Center
MR. ALAN STRAUSS, South Regional Superintendent, Teaching & Learning
MR. JOHN WHITE, Director, Procurement & Warehousing Services
MR. NATHAN SADE, Chief Fire Official
MR. MICHAEL GREGORY, Chief Safety & Security Officer, Safety, Security & Emergency Preparedness
MR. JAMES LA ROSA, Director, Safety & Security Operations
MS. ELIANA ELHEFNAWY, Behavioral Threat Management
MS. KIM PUNZI-ELABIARY, Director, Behavioral Threat Management
MR. CARLOS GOMEZ, Director, Accounting & Financial Reporting
MS. ROMANEIR JOHNSON, Chief Financial Officer

INVITED GUESTS:

MR. EDDIE CASTANEDA, External Auditor, Forviz Mazars
MR. RODERICK HARVEY, External Auditor, HCT Certified Public Accountants and Consultants

MR. SHAWN DAVIS, External Auditor, S. Davis & Associates P.A.
MS. ANNETTE LEWIS, External Auditor S. Davis & Associates, P.A.
MR. ANTHONY BRUNSON, External Auditor, Anthony Brunson, P.A.
MR. JEAN BORNO, External Auditor, Anthony Brunson, P.A.
MS. JUDIAN WINSTON, External Auditor, Anthony Brunson, P.A.
MR. TIM BASS, Court Reporter, United Reporting

**The following pages are excerpts of the draft minutes of the Audit Committee Meeting of January 29, 2026 that are specifically related to the Audit of the Internal Funds of Selected Schools.**

**The complete minutes, which include Committee discussion on matters not related to this item, are scheduled for Committee discussion and approval at their next scheduled meeting on March 12, 2026.**

We have two more items. We're right on time. We have two minutes. Do you want to extend for 10 minutes?

MS. SHAW: I have to go. Do you have quorum still?

MS. FERTIG: We'll have quorum if you leave but not if anyone -- one, two, three, four, five, six -- we need to just -- okay.

And I am going to suggest that we take these next two audits and get those finalized and then we could -- if there's anything else, comments or whatever, maybe we just hold it until we meet next Friday.

Is that agreeable with everybody or do you want to just -- well, how about a motion to extend for 10 minutes?

MS. ROSAS: So moved.

MS. SHAW: Second.

MS. FERTIG: Okay. All in favor?

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Okay. The Audit of the Internal Funds of Selected Schools and the Progress Report. Who's our point person here?

MS. GOULDBOURNE: This is the Audit of Selected Schools for Internal Funds, we have 50

schools that were audited in this report. Five schools had exceptions. As far as the Progress Report, we are at 56 percent of the total fund balance, which we need to be by March, so that's why we need to get this reporting so it can be presented to the board at the March school board meeting so we are in compliance with policy.

We have five reports, five schools that had exceptions. We have Charles Drew that has an exception as far as cash collections and receiving documentation that was logged. Discovery Elementary had a disbursements issue and school improvements. The disbursement I believe was also a P-Card issue. Falcon Cove had an issue with disbursement which related to voided checks. Nova Eisenhower Elementary School also had an issue with purchase cards preloads and reconciliation. And South Plantation High School had an issue with their fundraising receiving documentation as well as purchase cards reconciliation issues.

And, you know, if anyone has questions we can go into those further.

MS. FERTIG: Okay. Any comments? Any questions.

MR. NAYLOR: Motion to transmit.

MS. SHAW: Second.

MS. FERTIG: Okay. So moved and seconded to transmit the Audit of the Internal Funds of Selected Schools and the Progress Report. All in favor?

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Opposed?

(No response.)

MS. FERTIG: Okay. Motion carries.

We are on number 12, Property and Inventory Audit of Selected Locations. Who wants to do this one? It was a good report so I'm surprised no one wants to --

MR. RHODES: I will. So just very quickly, we have gone from Gabriel who resigned back in August and we had a task-assigned until we hired a new manager. This report is the first with the new manager and we're trying to make sure that we get form and the available substance to the audit committee. And this was an otherwise clean audit. There were no items unaccounted for in the audit. And, just so you know, we intend to expand now to look more into discrepancies as well as items unaccounted for going forward.

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | DD. Chief Auditor |
| **DEPARTMENT:** | Auditing |

| | |
|---|---|
| Agenda Item Number: | DD-6. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**Internal Audit Report - Property and Inventory Audit of Selected Locations**

**REQUESTED ACTION:**

**Receive Internal Audit Report - Property and Inventory Audit of Selected Locations for School Year 2025-2026. 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 Executive Summary.

**EXHIBITS:**

| |
|---|
| Executive Summary |
| OCA Audit - Property & Inv. |
| Minutes Excerpt 01-29-26 |
| |
| |
| |
| |

**FINANCIAL IMPACT:**

There is no financial impact to the District.

**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: | Dave Rhodes | Phone: | 754-321-2400 |
| Name: | Mark Magli | Phone: | 754-321-2400 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Senior Leader & Title

David G. Rhodes, Chief Auditor

Signature

David G. Rhodes, Chief Auditor

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dave Rhodes
Title: Chief Auditor
Phone: 754-321-2400

**EXECUTIVE SUMMARY**

Property and Inventory Control Audits of Selected Locations

**Board Meeting Date:** March10, 2026

**Requested Action:** Receive the Office of the Chief Auditor's Internal Audit Report – Property and Inventory Audits of Selected Locations

**School Board Policy Requirement/Authority:** Policy 1700 Office of the Chief Auditor

**Statutory Requirement/Authority:** Florida Statute, Chapter 274

**District-zone Impact:** District-wide

**Impact of the School Board's Vote:**
**- If the School Board votes "Yes":** The District will comply with Florda Statute, Administrative Code, and School Board's policies and procedures.
**- If the School Board votes "No":** The District will not comply with Florda Statute, Administrative Code, and School Board's policies and procedures.

**Background/History**
The Office of the Chief Auditor performed Property and Inventory Control Audits of Selected Locations, pursuant to Florida Statute 274, Florida Administrative Code 69I-73, and Business Practice Bulletin O-100. This report consists of sixteen audited locations. All these locations complied with appropriate controls resulting in no findings, which promoted compliance with Florida Statute, Administrative Code, and School Board's policies and procedures.

**Alignment to 2027 Goals and Guardrails:** This item aligns with school-focused outcomes through Guardrail 4; Accountability, which includes expectations, evaluation, transparency, and continuous improvement.

**Measurable Outcome(s)/Return on Investment:** Fulfill commitments, meet deliverable deadlines, and achieve closure of the observations. District staff are expected to adhere to all relevant processes, procedures, and practices, ensuring proper follow-up and closure of identified observations noted.

**Financial Impact, Funding Source & Budget Status:** Funded through the general fund and included in the adopted FY26 budget.

| 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:** No

**Procurement Method:** N/A

**Impact on Schools:** No

**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

# INTERNAL AUDIT REPORT

# Property and Inventory Audit of Selected Locations
# 2025 - 2026




**To be presented to the:**

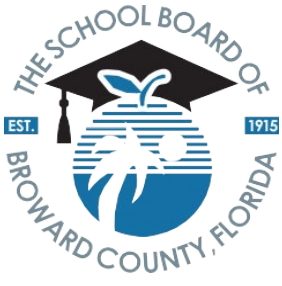
**Audit Committee on**
**January 29, 2026**

**and**

**The School Board of Broward County, Florida on**
**March 10, 2026**

**by**

**The Office of the Chief Auditor**




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

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 Teletype Machine (TTY) 754-321-2158.

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 Teletype Machine (TTY) 754-321-2158.

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**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.
Debrah Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of School

January 22, 2026

Members of the School Board of Broward County, Florida
Members of the Audit Committee of the School Board of Broward County, Florida
Dr. Howard Hepburn, Superintendent of Schools

Ladies and Gentlemen:

We have performed a review of Property and Inventory Control of 16 locations, pursuant to Florida Statute 274, Florida Administrative Code 69I-73, and Business Practice Bulletin O-100.

Each property Custodian (Department Director/ School Principal) is responsible for the safekeeping and proper use of the property entrusted to his or her care, are required to implement corrective actions, and comply with applicable laws, regulations, and School Board policies.

Our responsibility is to perform audits in accordance with generally accepted government auditing standards and to provide recommendations that improve operations, strengthen internal controls, and ensure compliance.

We have reviewed, on a test basis, the property and inventory records disclosed from District accounts and determined that all 16 locations audited complied with prescribed laws, codes, policies, and procedures.

Audit findings are issues that may involve a deficiency in internal control; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or instances of fraud. Elements of a finding generally include criteria, condition, cause, and effect or potential effect, and relevant recommendations.

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County Public Schools

Audit findings result from significant internal control weaknesses and unaccounted-for property that meet or exceed the following materiality thresholds, based on either monetary value or the severity of internal control deficiencies (quantity):

- Monetary (based on historical cost per item):
  - $2,500 or more for Standard property items
  - $1,500 or more for SMART Bond assets
- Internal control deficiency (quantity-based):
  - 10 or more unaccounted-for property items, regardless of individual cost or net book value

We wish to express our appreciation to the administration and staff of the various locations for their cooperation and courtesies extended during our audits.

Sincerely,

Dave Rhodes
Chief Auditor
Office of the Chief Auditor

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Authority ..... 6
Summary ..... 6

**SECTION I: Audits with No Findings**

Table of Locations with No Findings ..... 8

## Scope, Objectives, and Methodology

The Office of the Chief Auditor conducts compliance audits, on a test basis, of selected schools and departments to provide the School Board, property custodians, and other stakeholders with unbiased, timely, and relevant information for promoting accountability and improving internal controls.

We conducted these compliance audits between August through November 2025 in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on the audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

We performed our audits with the objectives of:

- Evaluating compliance with current laws, rules, and district policies and procedures.
- Examining internal controls established by the location.
- Detecting indicators of fraud, waste, and abuse.

In conducting our test-based audit, we:

- Reviewed current laws, rules, and district policies and procedures.
- Physically verified selected property to ensure accurate accountability.
- Examined documentation supporting recorded property to confirm proper transfers, surplus procedures, and temporary removal of property by staff members.
- Reviewed the purchasing system to ensure all purchased property is appropriately recorded on property records.
- Prepared and submitted findings, discrepancies, and recommendations requiring management response. Management responses are detailed in Section III of this report.

## Authority

The audits were conducted in accordance with Generally Accepted Government Auditing Standards (Yellow Book) and School Board Policy 1700. The audit criteria referenced Section 274 of the Florida Statutes, Rules 69I-73 and 71 of the Florida Administrative Code, as well as the District's Business Practice Bulletin O-100.

## Summary

A total of sixteen internal audits of tangible personal property were conducted, with each district location representing a separate audit engagement. The audits were performed to assess compliance with applicable property and inventory control requirements. Six of these locations had unaccounted-for property items. Across the sixteen locations, 2,584 property items were sampled, with a combined historical value of $5,426,653.38. Twenty-one of these items were identified as unaccounted for, representing a combined historical value of $25,439.29 and a current netbook value of $650.05.

# SECTION I:

# Audit Reports with No Findings

# Audit Reports with No Findings

The following table summarizes the audits that resulted in no findings for this report.

| Area | Name | Sample size | Historical Cost | Items Unaccounted For (IUF) | Historical Cost (IUF) | No Exception/ Exception |
|---|---|---|---|---|---|---|
| School | 0041 North Side Elementary | 73 | $198,060.01 | 0 | 0 | No Exception |
| School | 0761 Meadowbrook Elementary | 154 | $324,686.20 | 0 | 0 | No Exception |
| School | 0851 Floranada Elementary | 163 | $352,687.56 | 0 | 0 | No Exception |
| School | 1021 The Quest Center | 199 | $328,323.76 | 6 | $3,079.17 | No Exception |
| School | 1221 Pembroke Pines Elementary | 151 | $350,775.72 | 5 | 7,722.88 | No Exception |
| School | 2621 Tamarac Elementary | 125 | $227,998.85 | 0 | 0 | No Exception |
| School | 2681 Westchester Elementary | 195 | $400,092.47 | 0 | 0 | No Exception |
| School | 2721 Ramblewood Elementary | 134 | $256,545.71 | 0 | 0 | No Exception |
| School | 2741 Maplewood Elementary | 122 | $297,781.37 | 0 | 0 | No Exception |
| School | 2961 Chapel Trail Elementary | 178 | $397,240.89 | 1 | $1,074.00 | No Exception |
| School | 3121 Quiet Waters Elementary | 193 | $395,892.52 | 0 | 0 | No Exception |
| School | 3191 Embassy Creek Elementary | 212 | $512,584.09 | 1 | $2,076.26 | No Exception |
| School | 3291 Thurgood Marshall Elementary | 54 | $124,317.63 | 0 | 0 | No Exception |
| School | 3701 Rock Island Elementary | 184 | $467,174.32 | 1 | $1,263.98 | No Exception |
| School | 3951 Community School South | 110 | $234,975.90 | 7 | $10,223.00 | No Exception |
| School | 3961 Heron Heights Elementary | 337 | $557,516.38 | 0 | 0 | No Exception |
| Total | | 2,584 | 5,426,653.38 | 21 | 25,439.29 | 0 Exception |

Audits Performed by:
Aleah Davis
Domingo Fung
Keith Hernandez
Matthew Ruiz
Cenniel Washington

Audits Reviewed by:
Laura Wright

Audits Managed by:
Merlin Butler

SCHOOL BOARD OF BROWARD COUNTY

AUDIT COMMITTEE MEETING

KC WRIGHT ADMINISTRATION CENTER
BOARD ROOM
600 SE 3RD AVENUE
FORT LAUDERDALE, FLORIDA

THURSDAY, JANUARY 29, 2026
9:38 A.M. - 12:35 P.M.

Court Reporter:
Timothy R. Bass, Stenographic Reporter
Bass Reporting Service, Inc.
633 South Andrews Avenue, Suite 500
Fort Lauderdale, FL 33301

COMMITTEE MEMBERS IN ATTENDANCE:
MS. MARY FERTIG, Chair
MS. PHYLLIS SHAW, Vice Chair
MR. ROBERT MAYERSOHN (Telephonic)
MR. ANTHONY DE MEO, CPA
MR. ANDREW MEDVIN, CPA
MR. LEW NAYLOR
MS. B. JILL BARON
MR. CHRISTOPHER UPTON
MS. RACHEL ROSAS
MR. ANDREW MEDVIN

OFFICE OF THE CHIEF AUDITOR STAFF:

MR. DAVE RHODES, Chief Auditor
MR. MARK MAGLI, Executive Director, Audits
MS. NAKIA GOULDBOURNE, Manager, Internal Funds
MS. ELENA PRITYKINA, Manager, Operations
MR. MERLIN BUTLER, Manager, Property & Inventory
MR. BRYAN ERHARD, System Support Specialist II
MR. DEREK TILLMAN, Executive Secretary
MS. OCTAVIA ALLEN-HARDAWAY, Clerk Spec C

DISTRICT STAFF:

DR. HOWARD HEPBURN, Superintendent of Schools (Teams)
MR. RYAN SMITH, Director, Business Support Center
MR. ALAN STRAUSS, South Regional Superintendent, Teaching & Learning
MR. JOHN WHITE, Director, Procurement & Warehousing Services
MR. NATHAN SADE, Chief Fire Official
MR. MICHAEL GREGORY, Chief Safety & Security Officer, Safety, Security & Emergency Preparedness
MR. JAMES LA ROSA, Director, Safety & Security Operations
MS. ELIANA ELHEFNAWY, Behavioral Threat Management
MS. KIM PUNZI-ELABIARY, Director, Behavioral Threat Management
MR. CARLOS GOMEZ, Director, Accounting & Financial Reporting
MS. ROMANEIR JOHNSON, Chief Financial Officer

INVITED GUESTS:

MR. EDDIE CASTANEDA, External Auditor, Forviz Mazars
MR. RODERICK HARVEY, External Auditor, HCT Certified Public Accountants and Consultants

MR. SHAWN DAVIS, External Auditor, S. Davis & Associates P.A.
MS. ANNETTE LEWIS, External Auditor S. Davis & Associates, P.A.
MR. ANTHONY BRUNSON, External Auditor, Anthony Brunson, P.A.
MR. JEAN BORNO, External Auditor, Anthony Brunson, P.A.
MS. JUDIAN WINSTON, External Auditor, Anthony Brunson, P.A.
MR. TIM BASS, Court Reporter, United Reporting

**The following pages are excerpts of the draft minutes of the Audit Committee Meeting of January 29, 2026 that are specifically related to the Internal Audit Report Property and Inventory Audit of Selected Locations (2025–2026).**

**The complete minutes, which include Committee discussion on matters not related to this item, are scheduled for Committee discussion and approval at their next scheduled meeting on March 12, 2026.**

MR. NAYLOR: Motion to transmit.

MS. SHAW: Second.

MS. FERTIG: Okay. So moved and seconded to transmit the Audit of the Internal Funds of Selected Schools and the Progress Report. All in favor?

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Opposed?

(No response.)

MS. FERTIG: Okay. Motion carries.

We are on number 12, Property and Inventory Audit of Selected Locations. Who wants to do this one? It was a good report so I'm surprised no one wants to --

MR. RHODES: I will. So just very quickly, we have gone from Gabriel who resigned back in August and we had a task-assigned until we hired a new manager. This report is the first with the new manager and we're trying to make sure that we get form and the available substance to the audit committee. And this was an otherwise clean audit. There were no items unaccounted for in the audit. And, just so you know, we intend to expand now to look more into discrepancies as well as items unaccounted for going forward.

MS. FERTIG: Okay. Thank you.

Any comments?

I just want to say, great report and today overall I think we've seen a lot of positive progress, but this -- this was great.

So motion to transmit?

MR. NAYLOR: So moved.

MS. ROSAS: Second.

MS. FERTIG: Who made the motion? Okay.

MS. SHAW: And I do have to compliment the team on this report.

MS. FERTIG: And, please, if you can convey that to the board as part of the motion? Yes? Is that okay?

Yeah. Okay. So congratulate all of these schools.

All in favor?

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Opposed?

(No response.)

MS. FERTIG: Okay. Motion carries.

We are down to Follow-Up Matrix. And I don't know if someone has something they want to raise today. If not, just study it carefully and bring it next week.

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | 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 $1,472,650.

**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 Feb 18, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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 United States Department of Education Mental Health Service Professional Demonstration Program Grant Application**

---

**Board Meeting Date: March 10, 2026**

**Requested Action:**
Approve the Post-Submission United States Department of Education Mental Health Service Professional Demonstration Program Grant Application.

**School Board Policy Requirement/Authority:** N/A

**Is it Statutorily Required?** N/A

**District-zone Impact:** District-wide

**Impact if the Board Voted Yes or No:**
**- If the Board Votes "Yes":** If this grant application is approved, and contingent upon the timely execution of a Board-approved partnership agreement within six months as required by the U.S. Department of Education, the District will receive $1,250,000 in federal funding to support school psychology internships, graduate degree programming in partnership with an Institution of Higher Education, and certification examination assistance.
**- If the Board votes "No":** If this grant application is not approved, the District will forfeit the $1,250,000 nationally competitive award of the U.S. Department of Education, funding specifically designated to support high-need local educational agencies (LEAs) in addressing the shortage of credentialed school psychologists. Declining the award would limit the District's ability to strengthen school-based mental health service capacity, respond to documented local and national workforce shortages, and leverage federal resources to expand support to improve students' mental health.

**Background/History:**
The United States Department of Education's Mental Health Service Professional (MHSP) Demonstration Grant Program supports the development and expansion of school-based mental health service providers, specifically school psychologists, in high-need LEAs. The program is designed to strengthen workforce pipelines by supporting partnerships that train, place, and credential future school psychologists to address shortages nationwide. The overarching goal is to increase the number of credentialed school psychologists available to deliver both intensive and preventive mental health services to students. These services include: (a) providing targeted mental health supports to students with significant needs, and (b) delivering early intervention services to address emerging concerns and determine the need for more intensive support.

The Broward PATH (Psychologist Advancement and Training Hub) Forward project is designed to expand and sustain the District's school psychology workforce pipeline by supporting three eligible District employees through graduate program completion and certification, funding 23 full-time school psychology interns, and providing certification examination support for all participants. Core project activities include establishing and implementing a formal partnership with an Institution of Higher Education, providing tuition assistance, funding intern stipends, and supervision, supporting certification testing, and embedding long-term sustainability within the District's Human Resources recruitment and retention systems.

The United States Department of Education's Mental Health Service Professional (MHSP) Demonstration Grant Program is a new discretionary, competitive grant for over a four year period through the 2026-2029 school years. The Exceptional Student Education (ESE) Department has been awarded $1,250,000 for the Broward PATH Forward project. The department will manage the grant. For more information, please contact Stephanie Acosta Castro, Director of ESE Support/Compliance.

**Alignment to 2027 Goals and Guardrails:**
Guardrail 3: School Support; Guardrail 4: Accountability; Guardrail 5: Wellness Support

**Measurable Outcome(s)/Return on Investment:**
Over the four-year grant period, the District will measure program success by tracking the unduplicated, cumulative number of school psychology graduate candidates trained under the project to provide school-based mental health services in high-need local educational agencies; the unduplicated, cumulative number of candidates placed in approved practicum and internship experiences within our high-need LEA; and the unduplicated, cumulative number of credentialed school psychologists hired as a result of project participation.

**Financial Impact, Funding Source & Budget Status:**
The positive financial impact is $1,250,000. The source of funds is the United States 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:**
The MHSP grant award will significantly strengthen the District's capacity to deliver comprehensive, school-based mental health services by expanding the school psychology workforce in our high-need LEA. Through recruitment, internships, and potential employment of trained graduate candidates, schools will gain increased access to credentialed school psychologists who can provide early intervention mental health services and intensive mental health services.

**If there is an impact on schools, how will schools be selected/prioritized?**
All District schools will be eligible to receive services and benefit from the MHSP grant through the expanded school psychology workforce.

**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 NBA Foundation Grant through the Broward Education Foundation**

---

**Board Meeting Date: March 10, 2026**

**Requested Action:**
Approve the post-submission NBA Foundation Grant 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 $200,000 in funding to provide additional support for the Broward Debate Initiative in high schools.
**- If the Board votes "No":** If this grant application is not approved, the District will lose $200,000 in funding to provide additional support for the Broward Debate Initiative in high schools.

**Background/History:**
The Broward Debate Initiative serves approximately 15,000 students across 97 elementary schools, 37 middle schools, and 34 high schools through novice and varsity debate teams. The program teaches students concepts and strategies in speech and debate that build critical thinking, communication, leadership, and confidence. Participants develop research, logic, idea organization, language manipulation, audience assessment, and self-esteem, while engaging with current events.

These grant funds will be used to enhance the Initiative to better serve the diverse student population of BCPS across all socioeconomic levels. New targeted recruitment will occur through school outreach, teacher recommendations, and interest-based applications, ensuring that every student in high schools with active debate programs can participate. In addition, professional development training and resources will be provided to school counselors to encourage student participation and increase student enrollment in speech and debate courses. Program recruitment includes peer-to-peer enlistment, marketing through parent nights and showcases, student-centered advertising, social media and informational websites, and counselor guidance when scheduling.

The NBA Foundation Grant is a new, competitive grant ending in 2027. The Broward Education Foundation (BEF) was awarded $200,000 in funding to support the Applied Learning Department's Debate Program. 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; Guardrail 3: School Support

**Measurable Outcome(s)/Return on Investment:**

1. More than 2,500 students will participate in the Broward Debate Initiative, gaining critical thinking, communication, and leadership skills.
2. Two hundred high school seniors will enroll in postsecondary programs, including college or vocational training, supported by debate experience.
3. Five hundred students will demonstrate measurable growth in public speaking, research, and analytical reasoning through competitions.
4. Five hundred students will demonstrate measurable growth through standardized testing.

**Financial Impact, Funding Source & Budget Status:**
The positive financial impact is $200,000. The source of funds is the NBA 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 allow students to compete in local, state, and national tournaments and provide workshops and coaching sessions focused on research, public speaking, critical thinking, and teamwork.

**If there is an impact on schools, how will schools be selected/prioritized?**
All high schools can participate, but schools where over 50% of students qualify for free or reduced lunch will receive additional support to participate in the national competition.

**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 Seminole Coconut Creek Education Foundation Math and Reading Tutoring Grant Application**

---

**Board Meeting Date: March 10, 2026**

**Requested Action:**
Approve the post-submission Seminole Coconut Creek Education Foundation Math and Reading Tutoring 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, Lyons Creek Middle School will receive $13,650 in funding to support the school's math and reading program.
**- If the Board votes "No":** If this grant application is not approved, Lyons Creek Middle School will lose the opportunity to receive $13,650 in funding to support the school's math and reading program.

**Background/History:**
Lyons Creek Middle School has received an additional grant to support the school's math and reading program through face-to-face tutoring during the second semester of the 2025-2026 school year. The Seminole Coconut Creek Education Foundation Grant is a new and competitive grant. Schools located in the City of Coconut Creek who are invited by the Foundation to apply are eligible for the grant.

Lyons Creek Middle School has been awarded an additional $13,650 in funding. The grant will be managed by the school. For more information, please contact Leena Itty, Principal of Lyons Creek Middle School.

**Alignment to 2027 Goals and Guardrails:**
Guardrail 3: School Support

**Measurable Outcome(s)/Return on Investment**
Student education outcomes improve through face-to-face tutoring in math and reading.

**Financial Impact, Funding Source & Budget Status:**
The positive financial impact is $13,650. The source of funds is the Seminole Coconut Creek 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:**
Lyons Creek Middle School will be positively impacted with additional funds for their math and reading program.

**If there is an impact on schools, how will schools be selected/prioritized?**
Schools located in the City of Coconut Creek who are invited by the Foundation to apply are eligible 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 ORC Family Foundation, Inc. School Grant Application**

---

**Board Meeting Date: March 10, 2026**

**Requested Action:**
Approve the post-submission ORC Family Foundation, Inc. School 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, Collins Elementary School will receive $5,000 in funding to support student and teacher appreciation.
**- If the Board votes "No":** If this grant application is not approved, Collins Elementary School will lose the opportunity to receive $5,000 in funding to support student and teacher appreciation.

**Background/History:**
Grant funds will support the school's annual academic awards banquet that celebrates students in the areas of academics and citizenship. Grant funds will also be used to recognize teachers during Teacher Appreciation week and support families through All Pro Dad meetings and activities.

The ORC Family Foundation, Inc. School Grant is a new and competitive grant for the 2025-2026 school year. Collins Elementary School has been awarded $5,000 in funding. Broward County Title I schools located in zip code 33004 or 33020 were eligible to apply for the grant. This grant will be managed by the school. For more information, please contact Theon Eames, Principal of Collins Elementary School.

**Alignment to 2027 Goals and Guardrails:**
Guardrail 5: Wellness Support

**Measurable Outcome(s)/Return on Investment**
Students and staff demonstrate increased motivation and commitment to the school as their achievements are celebrated through special events and recognition.

**Financial Impact, Funding Source & Budget Status:**
The positive financial impact is $5,000. The source of funds is ORC Family Foundation, Inc. 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:**
Collins Elementary School will be positively impacted with additional funds for appreciation events regarding students, teachers and their families.

**If there is an impact on schools, how will schools be selected/prioritized?**
Broward County Title I schools located in zip code 33004 or 33020 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

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 Broward County Farm Bureau Grant Applications**

---

**Board Meeting Date: March 10, 2026**

**Requested Action:**
Approve the post-submission Broward County Farm Bureau Grant applications.

**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, awarded teachers will receive $3,000 in funding, per the table below, for a school garden.
**- If the Board votes "No":** If this grant application is not approved, awarded teachers will lose the opportunity to receive a total of $3,000 in funding for a school garden.

**Background/History:**
The Broward County Farm Bureau offers grants to schools in Broward County to create on-site gardens where students can gain hands-on experience with pollinators, native plants, food production, and water conservation. These school gardens also give students a chance to observe nature closely and develop a sense of responsibility as they participate in the care and growth of the plants in the garden.

The Broward County Farm Bureau Grant is a new and competitive grant for the 2025-2026 school year. Twelve schools have been awarded a total of $3,000 in funding. All elementary, middle, high and center schools located in Broward County were eligible to apply. The schools will manage their grant activities and funds. The schools awarded are as follow:

| School | Principal | Project Total |
|---|---|---|
| Collins Elementary | Theon Eames | $250 |
| Cypress Elementary | Vanessa Schnur | $250 |
| Discovery Elementary | Dr. Ingrid Osgood | $250 |
| Fairway Elementary | Katherine Good | $250 |
| Lake Forest Elementary | Denise Dopico-Lizano | $250 |
| Liberty Elementary | Vicki Flournoy | $250 |
| Manatee Bay Elementary | Vanessa Machin | $250 |
| New River Middle | Lezondra Harris | $250 |
| Sunland Park Academy | Nikia Ragin | $250 |
| Tradewinds Elementary | Dr. Priscille Elie | $250 |
| The Quest Center | Andrea Swift | $250 |
| Western High | Michelle Padura | $250 |

**Item Title:** Recommendation to Approve the Post-Submission Broward County Farm Bureau Grant Applications
**Date:** March 10, 2026, Board Agenda
**Page:** 2

**Alignment to 2027 Goals and Guardrails:**
Goal 3: Science Proficiency; Guardrail 3: School Support

**Measurable Outcome(s)/Return on Investment**
Students will make important classroom to "real-world" connections through access to visual/hands-on learning opportunities.

**Financial Impact, Funding Source & Budget Status:**
The positive financial impact is $3,000. The source of funds is the Broward County Farm Bureau. 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:**
Awarded schools will be positively impacted with additional funds for their school's garden.

**If there is an impact on schools, how will schools be selected/prioritized?**
All elementary, middle, high and center schools located in Broward County 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 Guy Harvey Field Trip Grant Application**

---

**Board Meeting Date: March 10, 2026**

**Requested Action:**
Approve the post-submission Guy Harvey Field Trip 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, Silver Ridge Elementary School will receive $1,000 in funding to support student exploration in environmental conservation.
**- If the Board votes "No":** If this grant application is not approved, Silver Ridge Elementary School will lose the opportunity to receive $1,000 in funding to support student exploration in environmental conservation.

**Background/History:**
Grant funds will provide 140 third-grade students with admission to the Museum of Discovery and Science to view the IMAX 3D film Ocean Paradise. The film highlights the critical role marine monuments play in protecting our environment from threats such as climate change, global warming, rising sea levels, ocean acidification, overfishing, and plastic pollution. Students will also experience never-before-seen footage of the Pacific Ocean, underscoring the importance of safeguarding our planet for the future.

The Guy Harvey Field Trip Grant is a new and competitive grant for the 2025-2026 school year. Silver Ridge Elementary School has been awarded $1,000 in funding. Guy Harvey Conservation Educators may apply on behalf of their school for the grant. This grant will be managed by the school. For more information, please contact John Vetter, Principal of Silver Ridge Elementary School.

**Alignment to 2027 Goals and Guardrails:**
Goal 3: Science Proficiency; Guardrail 3: School Support

**Measurable Outcome(s)/Return on Investment**
Provide students with environmental conservation education supported by dynamic visuals and real-world footage of Earth's oceans.

**Financial Impact, Funding Source & Budget Status:**
The positive financial impact is $1,000. The source of funds is Guy Harvey Conservation 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:**
Silver Ridge Elementary School will be positively impacted with additional funds for an environmental conservation field trip.

**If there is an impact on schools, how will schools be selected/prioritized?**
Guy Harvey Conservation Educators may apply on behalf of their school 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: ADDITIONAL INFORMATION

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | 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 ADDITIONAL INFORMATION**

**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:**

Additional Info. Memo - Online

**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: | 754-321-1990 |
| 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 13, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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

March 2, 2026

TO: School Board Members

FROM: Romaneir Johnson
Chief Financial Officer

VIA: Dr. Howard Hepburn
Superintendent of Schools

SUBJECT: **ADDITIONAL INFORMATION FOR ITEM FF-2, ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2025, FROM THE MARCH 10, 2026, REGULAR SCHOOL BOARD MEETING**

Attached is additional information regarding item FF-2, Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2025, for the March 10, 2026, Regular School Board Meeting.

HH/RJ/CG:lb

For more information, please contact:

Name: Romaneir Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

**EXECUTIVE SUMMARY**

**Annual Comprehensive Financial Report For The Fiscal Year Ended June 30, 2025**

**Board Meeting Date: March 10, 2026**

**Requested Action:**
Approve the audited Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2025.

**School Board Policy Requirement/Authority:** Annual Financial Audit Policy 3100: The School Board requires a formal financial audit of its records at the completion of each Fiscal Year.

**Statutory Requirement/Authority:** Florida Statutes 1010.30, F.S.

**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 Statutes 1010.30, F.S.
**- If the School Board votes "No":** The District will be out of compliance with statutory requirements per Florida Statutes 1010.30, F.S.

**Background/History**
The audited Annual Comprehensive Financial Report (ACFR) is prepared in accordance with Generally Accepted Accounting Principles. The ACFR will be submitted to both the Association of School Business Officials International (ASBO) and the Government Finance Officers Association (GFOA) for consideration of the Certificate of Excellence and the Certificate of Achievement for Excellence in Financial Reporting awards. To be awarded these respective Certificates, the District must publish an easily readable and efficiently organized report.

**Alignment to 2027 Goals and Guardrails:** Business Operations.

**Measurable Outcome(s)/Return on Investment:**
To comply with statutory requirements Per Florida Statutes 1010.30, F.S. There is no 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: Yes / No**
No.

**Procurement Method:** N/A

**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:** ACFR 2025 is attached.

Established 1915
BROWARD
County Public Schools

# 2025

# ANNUAL COMPREHENSIVE FINANCIAL REPORT

For the Fiscal Year ended June 30, 2025





## The School Board of Broward County, Florida

600 Southeast Third Avenue
Fort Lauderdale, FL 33301

**browardschools.com**

*Educating Today's Students to Succeed in Tomorrow's World*

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# ANNUAL COMPREHENSIVE FINANCIAL REPORT

**The School Board of Broward County, Florida**

**For the Fiscal Year Ended June 30, 2025**


***Issued by:***
**Dr. Howard Hepburn, Superintendent of Schools**
**Romaneir D. Johnson, Chief Financial Officer**

***Prepared by*:**
**Carlos Gomez, MBA**
**Accounting and Financial Reporting**

**600 Southeast Third Avenue**
**Fort Lauderdale, Florida 33301**

# Broward County Public Schools

*Educating Today's Students*
*To Succeed in Tomorrow's World*

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
# ANNUAL COMPREHENSIVE FINANCIAL REPORT
# FOR THE FISCAL YEAR ENDED JUNE 30, 2025

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**Broward County Public Schools**

# Introductory Section

# Broward County Public Schools



***Educating Today's Students***
***To Succeed in Tomorrow's World***

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
600 Southeast Third Avenue • Fort Lauderdale, Florida 33301 • Office: 754-321-2600 • Fax: 754-321-2701

**Dr. Howard Hepburn**
**Superintendent of Schools**

**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

February 24, 2026



**Dr. Howard Hepburn**
**Superintendent of Schools**

Members of the School Board and Citizens of Broward County:

We are pleased to present the Annual Comprehensive Financial Report (ACFR) of The School Board of Broward County, Florida, (the District of Broward County Public Schools) for the fiscal year ended June 30, 2025. These financial statements are presented to conform with the Generally Accepted Accounting Principles (GAAP) in the United States as applied to governmental units. The Florida Statutes require that the District publish, within nine months of the close of each fiscal year, a complete set of audited financial statements. The U.S. Securities and Exchange Commission (SEC) also requires a legal undertaking on the part of governmental debt issuers to provide annual audited financial information. The ACFR is published to fulfill these requirements. In addition to meeting legal requirements, this report is intended to provide informative and relevant financial information for the residents of Broward County, School Board Members (the Board), investors, creditors, and other concerned readers. We believe that the information, as presented, is accurate in all material aspects; that it is designed to present fairly the financial position and changes in the financial position of the District; and that all disclosures necessary to enable the reader to gain an adequate understanding of the District's financial condition have been included. The responsibility for the preparation of the accompanying financial statements and other information contained in this ACFR rests with the District's management.

The District's management is responsible for the establishment and maintenance of a comprehensive internal control framework to ensure compliance with applicable laws and District policies. The District's internal control framework also ensures that financial transactions are properly recorded and documented to provide reliable information for the preparation of the District's financial statements in accordance with GAAP. Since the cost of internal controls should not outweigh their benefits, the District's internal control framework has been designed to provide reasonable, rather than absolute, assurance that the financial statements will be free from material misstatement.

State statutes allow an outside independent audit of school districts by a firm of certified public accountants in lieu of an audit by the State of Florida Auditor General, under certain conditions. The scope of services and pricing remains unchanged, ensuring continuity in the District's external financial services. In keeping with the minority business enterprise program established by the Board, Forvis Mazars, LLP will be assisted by S. Davis & Associates, P.A., Certified Public Accountants. The independent audits concluded that there was a reasonable basis for rendering an unmodified opinion on the District's financial statements for the year ended June 30, 2025.The independent auditor's report is presented as the first component of the financial section of this report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statement in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The District's MD&A can be found immediately following the independent auditor's report.

## PROFILE OF THE GOVERNMENT



An "A" rated school district, Broward County Public Schools (BCPS) is the sixth-largest, school district in the United States and the second largest in the state, encompassing all of Broward County, Florida. Cognia (formerly AdvancEd) and the Southern Association of Colleges and Schools ("SACS") are the accreditation agencies for BCPS, the first fully accredited school system in Florida since 1962. The District was recommended to the Cognia Accreditation Commission to be accredited again in 2021 and proudly earned re-accreditation for a five-year period. On May 10, 2021, the District received the Cambridge District of the Year for having high academic achievements among students participating in Cambridge programs. It is one of three Districts in the United States to receive this distinction.
The General Fund, the primary operating fund of the District, had an annual adopted operating budget of approximately $3.3 billion for the fiscal year ended June 30, 2025. This budget served 236,667 pre-kindergartens through 12th grade students in 325 schools.

The District has taxing authority and provides pre-kindergarten, elementary, secondary, vocational education services and technical colleges to the residents of Broward County. Besides the various educational programs offered to K-12 students, pre-kindergarten services include: programs for babies whose teen parents are progressing toward achieving high school diplomas; programs for special education infants and toddlers below the age of three; pre-kindergarten programs for three and four-year-old students; and programs for eligible low-income, at-risk students.




**RATED**
school district




**FIRST** fully accredited school system in Florida since 1962




**SIXTH** largest school system in the U.S.




**$230 MILLION***
earned in scholarships
**Total scholarships for the Class of 2025, including self-reported and Bright Futures.*

**OUR VISION:** *Educating today's students to succeed in tomorrow's world.*

**OUR MISSION:** *Educating all students to reach their highest potential.*

**GUARDRAILS:**
Safety
Equity
School Support
Accountability
Wellness Support

**OUR GOALS:**
**Early Literacy Proficiency | Algebra Proficiency | Science Proficiency | College & Career Readiness/Acceleration**

In addition to services provided for children, the District offers programs for adults to learn the necessary skills in order to enter the workforce or increase opportunities for advancement in current positions. Also, nearly 34,000 active English Language Learners (ELL) from 192 countries and speaking 159 languages have the opportunity to learn communication skills through our English for Speakers of Other Languages (ESOL) programs, and all citizens can take fee-supported courses to increase personal development in various subjects such as nursing, automotive technology, culinary arts, and finance.

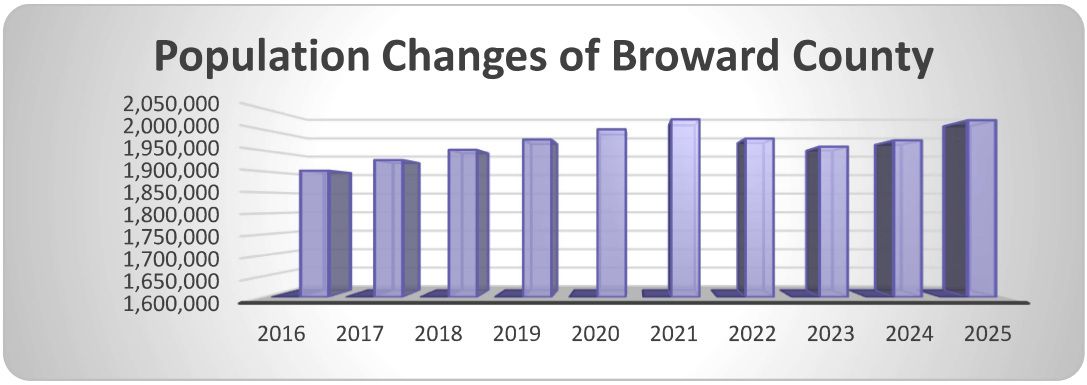
The District was created by the state constitution and is part of the state system of public education operated under the general direction and control of the State Board of Education. Established in 1915, the District is governed by nine elected members. The appointed Superintendent of Schools serves as executive officer of the District. As of November 18, 2025, the Board members are: Sara Leonardi, Chair; Dr. Jeff Holness, Vice Chair; Lori Alhadeff, Maura McCarthy Bulman, Adam Cervera, Esq., Debra Hixon, Nora Rupert, Rebecca Thompson, and Dr. Allen Zeman. The ACFR includes all funds of the District, the Broward School Board Leasing Corporation, as well as the Broward Education Foundation and charter schools, which are reported discretely as component units, thus all combined comprise the reporting entity.

In accordance with the Florida Statutes, the District has formally established budgetary accounting control for its operating funds. The major functional level is the legal level of budgetary control. Budgeted amounts may be amended by resolution at any Board meeting prior to the due date for the annual financial report. The budgetary control is maintained at the function level by the encumbrance of estimated purchase amounts prior to the release of purchase orders to vendors. Purchase orders which result in an overrun of budget balances are not released until additional appropriations are made available through transfer from other accounts by the Board.

## FACTORS AFFECTING FINANCIAL CONDITION

### Local Economy

Located on the southeastern coast of Florida, Broward County has an area of approximately 1,200 square miles. It is bordered to the north by Palm Beach County and to the south by Miami-Dade County. Broward County ranks second in population in the state, with a 2025 estimated population of over 2 million. The largest private sector employers in Broward County include the following: Memorial Healthcare System, Broward Health, Nova Southeastern University, FirstService Residential, Spirit Airlines, American Express, Auto Nation, and Jet Blue.




The District's Demographics and Student Assignments Department forecasted student enrollment for all levels for fiscal years 2024-25 through 2029-30. For the fiscal year ended June 30, 2025, the overall enrollment in kindergarten through twelfth grade (excluding charter schools) is anticipated to decrease by 16,607 students by the end of the five-year period, with a decrease of 8,243 students at the elementary level, a decrease of 4,561 students for middle schools, and a decrease of 3,203 students at the high school level.

As of June 30, 2025, 32.6 percent of the District's school facilities were over 40 years old. The District's Capital Improvement Program identifies and addresses the maintenance needs of these aging school facilities.

## Long-Term Planning



Each year the District prepares, and the School Board adopts a District Educational Facilities Plan (DEFP) for five years to keep the School Board and the public fully informed of how the District is using sound policies and practices that meet the essential needs of students and warrant public confidence in District operations. The DEFP is incorporated in the District's adopted budget annually as required by Florida Statute 1013.35. The 2024-25 DEFP lays out a $3.8 billion long-term financial plan including the **S**afety, **M**usic and Art, **A**thletics, **R**enovation, and **T**echnology (SMART) Program and was adopted on September 4, 2024.

The DEFP highlights SMART construction projects across the District. These projects are being implemented through contracts the District has entered with outside firms to provide Owner's Representative and Cost/Program Controls management services. Using these firms, the District is enhancing efficiency by keeping current with the latest developments in construction management systems and practices. In addition, the firms are establishing a centrally coordinated repository of data by implementing, maintaining, and upgrading management information systems appropriate to facilitate the efficient and effective use of information throughout the District's capital projects. The District sustains reserves to stabilize the SMART Program and other projects in the DEFP. These reserves protect ongoing projects over the duration of the SMART Program so that changes in the economic environment and other risks are mitigated.



Since the Marjory Stoneman Douglas (MSD) High School tragedy on February 14, 2018, the District and school leadership remain focused on meeting the needs of students, employees and the entire school community during an emotional and difficult recovery process. In fiscal year 2019, Senate Bill 7026 provided funding for MSD to meet the facility needs necessary to recover from this tragedy. In total, Florida Legislature approved $26.3 million for the District to:

- Provide portables
- Build a new permanent building
- Demolish the 1200 Building (Florida Inventory Of School Houses, (FISH), Building 12)
- Construct a memorial

In 2024, the District began implementing walkthrough metal detection devices at all high schools. Additional hardware and software solutions such as drones, video surveillance, intercoms and security communication equipment, threat and tip tracking, and security staff continue to be utilized to address safety and security concerns District-wide.

## General Obligation Bond Referendum




The School Board and District leadership are committed to invest in the funding to enhance students' learning environments by focusing on improvements in SMART to achieve its long-term goals. To meet this commitment, in 2014 the School Board unanimously approved a resolution and on November 4, 2014, Broward County voters gave their overwhelming support of the District's request to pass $800 million in General Obligation Bond (GOB) with a 74 percent approval margin. The first series of the GOB was issued, and the District received $155.1 million in June 2015. In February 2019, the second series of the GOB was issued, and the District received $174.7 million. In February 2021, the third series of the GOB was issued, and the District received $207.5 million. In May 2022, the fourth and last series of the GOB was issued, and the District received $262.7 million. Proceeds from the bonds issue are being used to modernize and improve the safety of outdated educational facilities and upgrade instructional technology. This was in direct response to years of unsuccessful advocacy requesting the Florida legislature to restore the capital millage to historic levels and the current push in an ongoing effort to address the District's critical capital budget situation. When the general obligation bond is combined with other capital outlay funds, the SMART program totals $1.7 billion. All GOB funding has been spent and the District was scheduled to complete the Program by October 31, 2025.

## Secure the Next Generation Referendum

On August 28, 2018, voters in Broward County approved the Secure the Next Generation referendum. This half-mill initiative provided additional School Resource Officers and security staff for all schools, including charter schools with more than 900 students, and improved compensation for teachers and school related non-administrative staff. It also served to guarantee essential programs in District schools such as additional guidance counselors, social workers and behavior specialists. The referendum took effect on July 1, 2019, and funds were allocated starting the 2019-20 school year through June 30, 2023.

On August 23, 2022, voters in Broward County approved the renewal of the Secure the Next Generation Referendum which will 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 all charter schools. This initiative will allow the District to: recruit and retain high-quality teachers and staff by increasing compensation supplements, maintain and enhance school resource officers and school safety staff, and maintain and enhance essential programs such as mental health services.

In 2024-25 the referendum provided funding for 157 full-time staff and in 2025-26 proposed funding for 217 full-time staff.

## Post COVID-19

With the return of the students to 100% in person learning for the school year 2021-2022, the District provided students with increased in-person instructional time with highly qualified teachers. Additional teachers were hired to provide targeted academic assistance during the school days and extended learning opportunities with Saturday, winter and spring break academic camps and after-school tutoring options were implemented. The District again offered the BCPS Summer 2025 for students with academic needs in core subject areas such as reading and math, as well as credit recovery options. In fiscal year 2024-25, the District received a $5.2 million reimbursement from federal sources for COVID-related expenditures. No federal revenue is anticipated for fiscal year 2025-26.

To continuously meet the mental health and social-emotional learning needs of students and staff, the District has made available mental health professionals in every school.

## Federal Education Stabilization Fund




In 2020-21, Congress passed three funding bills to address the economic aftermath of the COVID-19 pandemic and its impact on the country's educational system. On March 27, 2020, the Coronavirus Aid, Relief and Economic Security (CARES) Act provided initial funding support. The Elementary and Secondary School Emergency Relief (ESSER) Fund was established granting the District $64.5 million. The Governor's Emergency Education Relief (GEER) Fund was created through the CARES Act to provide additional funds to support education systems, including workforce and postsecondary sectors. The District was awarded $8.2 million in funding to assist with: rapid credentialing for areas with critical workforce needs, expansion of apprenticeship and dual enrollment programs, summer recovery and learning loss mitigation activities, and career and technical education and workforce pathway supports.

On December 27, 2020, the Coronavirus Response and Relief Supplemental Appropriation (CRRSA) Act awarded the District through the Elementary and Secondary School Emergency Relief Fund (ESSER II) with $264.7 million funding to address the impact COVID-19 has had and continues to have on elementary and secondary schools.

On March 11, 2021, the American Rescue Plan (ARP) was established which allocated to local education agencies with developed plans for the intended use of their ARP funds. This provided the District with $599.7 million, through the Elementary and Secondary School Emergency Relief Fund (ARP ESSER) to address loss of learning in students, focusing on the impact of lost instructional time, summer enrichment and afterschool programs.

## Transition of Summer Food Service Program

The Summer Food Service Program (SFSP) is a federally funded, state administered program that provides free healthy meals and snacks to children and teens in low-income areas, ensuring children have access to nutritious meals when schools are not in session. For the fiscal year ended June 30, 2025, the District continued a hybrid model of the National School Lunch Program (NSLP) by implementing the Community Eligibility Provision (CEP). CEP is a non-pricing meal service option for schools and school districts in low-income areas that allows the qualifying schools and districts to serve breakfast and lunch at no cost to all enrolled students without collecting household meal applications.

## Relevant Financial Policies

Presented below is an explanation of financial information, management of financial resources and obligations, and control techniques applicable to financial resources and obligations.

***Financial Information.*** The MD&A summarizes the Statement of Net Position and the Statement of Activities and reviews the activity for the year. The actual government-wide statements are presented in detail. These statements are intended to present the District in a more corporate style and provide a view of the "big picture."



Additionally, the Fund Financial Statements are designed to address by category the major governmental funds, as well as proprietary and fiduciary funds. An explanation of these complementary presentations can be found in the MD&A and in the notes (see Note 1).

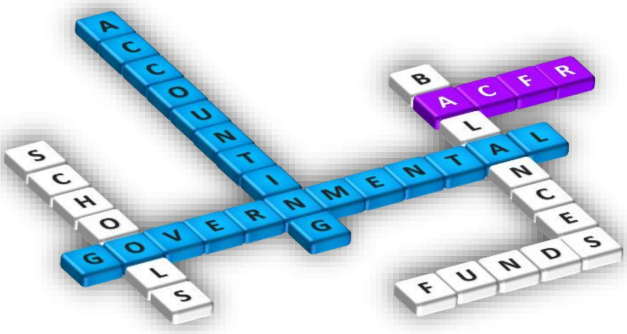
***Accounting Systems.*** In developing and evaluating the District's accounting control framework, consideration is given to the adequacy of internal accounting controls. Accounting controls are comprised of the plan of organization, procedures and records that are concerned with the safeguarding of assets, and the reliability of financial records. Consequently, accounting controls are designed to provide reasonable assurance that:

- Transactions are executed in accordance with management's general or specific authorization.
- Transactions are recorded as necessary (1) to permit preparation of financial statements in conformity with generally accepted accounting principles in the United States of America or any other criteria, such as finance-related legal and contractual compliance requirements applicable to such statements, and (2) to maintain accountability of assets.




- Access to assets is permitted only in accordance with management's authorization.
- The recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

All internal control evaluations occur within the above framework. We believe the District's internal accounting controls adequately safeguard assets and provide reasonable assurance of proper recording of financial transactions.



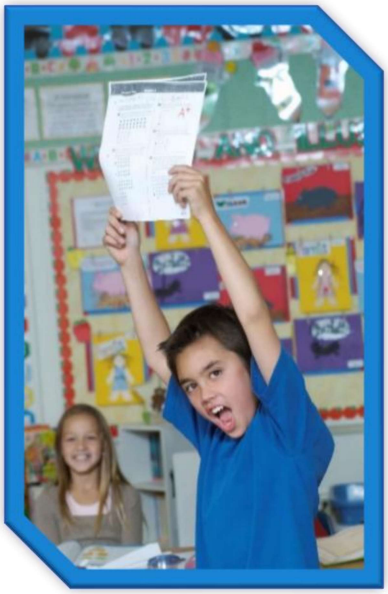

***Fund Balance Policy.*** The District has amended the adopted Board Policy 3111 on 07/23/2024. The new Board Policy 3510 provides the Superintendent will plan to attain a General Fund ending fund balance, in the assigned and unassigned General Fund balances, of five percent (5%) of the total annual General Fund operating revenues; that includes three percent (3%) in the unassigned fund balance.

***Budget Policy.*** The Board follows procedures established by State Statute and State Board of Education rules in establishing annual budgets for governmental funds. Budgets are prepared, public hearings are held, and original budgets are adopted annually for all governmental fund types in accordance with procedures and time intervals prescribed by law and State Board of Education rules.

***Cash Management Policies and Practices.*** The District's investment policy authorizes investments with the State Board Administration (SBA), interest-bearing time deposits, savings accounts, and U. S. Treasury and Agency securities. All public deposits are held in qualified public depositories. Cash management and investment activities are discussed in greater detail in the notes to the financial statements.

## AWARDS AND ACKNOWLEDGEMENTS

Broward County Public Schools (BCPS) Financial Division was the 2008 Council of the Great City Schools (CGCS) Award Winner for Excellence in Financial Management. Our District is the first district in the nation to receive this prestigious award. The CGCS Award for Excellence in Financial Management focuses on policies, procedures and outcomes across a broad range of financial areas. A rigorous Best of Financial Management Policies Peer Review process assesses our District's financial management practices; and Key Performance Indicators are used as an evaluative research and objective analytical baseline to demonstrate the efficient and effective use of financial resources.



This award represents a significant achievement by the School District, Board of Education, Superintendent and administrative staff that support the highest standards in financial accountability and controls that are needed to safeguard and protect the financial integrity of the District. Their efforts reflect an extraordinary dedication to excellence in financial management and demonstrate outstanding stewardship of taxpayer dollars with the ultimate beneficiaries being the children of Broward County Public Schools.

To receive this award, the District achieved 95 percent or 2,309 of a possible 2,430 points by complying with all 95 mandatory practices and a minimum of 41 of 53 recommended practices in the following nine categories: 1) Treasury, 2) General Financial Management, 3) Internal Controls, 4) Capital Asset Management, 5) Budget, Strategic Planning & Management, 6) Debt Management, 7) Internal and External Financial Auditing, 8) Risk Management and 9) Purchasing.



The Association of School Business Officials (ASBO) International awarded a Certificate of Excellence in Financial Reporting to the District for its ACFR for the fiscal year ended June 30, 2024. In order to be awarded a Certificate of Excellence, a governmental unit must publish an easily readable and efficiently organized ACFR, the contents of which conform to program standards. Such reports must satisfy both generally accepted accounting principles and applicable legal requirements. A Certificate of Excellence is valid for a period of one year only. For the fiscal year ended June 30, 2025, ASBO also awarded the District the Meritorious Budget Award for excellence in the preparation and issuance of its annual budget.



Additionally, the Government Finance Officers Association of the United States and Canada (GFOA) awarded the District the Certificate of Achievement for Excellence in Financial Reporting and the Distinguished Budget Presentation Award. The Certificate of Achievement for Excellence in Financial Reporting award certifies that the ACFR substantially conformed to the accounting and reporting standards adopted by GFOA for the fiscal year ended June 30, 2024.

We believe our current Annual Comprehensive Financial Report continues to conform to the standards established for both the Certificate of Excellence Program and the Certificate of Achievement Program. Accordingly, we are submitting the ACFR for fiscal year ended June 30, 2025, to both ASBO and GFOA to be considered for these prestigious awards once again.



The preparation of this ACFR could not have been accomplished without the efficient and dedicated services of the entire staff of the Office of the Chief Financial Officer, the Audit Committee, the Office of the Chief Auditor, as well as other departments that provided assistance throughout the preparation of this report. In addition, we appreciate the thoroughness with which our auditors, Forvis Mazars, LLP and S. Davis & Associates, P.A., Certified Public Accountants performed their audit function.

Finally, we would like to thank the Board for their leadership and support in planning and conducting the financial operations of the District.

Respectfully submitted,

Dr. Howard Hepburn
Superintendent of Schools

Romaneir Johnson
Chief Financial Officer

Carlos Gomez, MBA
Director of Accounting & Financial Reporting

# Principal Officials – Elected
# School Board Members
# As of February 24, 2026

- Sarah Leonardi, **Chair**, Member, District 3
  Present term expires November 2028

- Dr. Jeff Holness, **Vice-Chair**, Member, District 5
  Present term expires November 2028

- Lori Alhadeff, Member, District 4
  Present term expires November 2026

- Maura McCarthy Bulman, Member, District 1
  Present term expires November 2028

- Adam Cervera, Esq., Member, District 6
  Present term expires November 2026

- Debra Hixon, Member, Countywide At-Large, Seat 9
  Present term expires November 2028

- Nora Rupert, Member, District 7
  Present term expires November 2026

- Rebecca Thompson, Member, District 2
  Present term expires November 2028

- Dr. Allen Zeman, Member, Countywide At-Large, Seat 8
  Present term expires November 2026

# The School Board of Broward County, Florida
## Principal Officials – Elected
## School Board Members - As of February 24, 2026



**Sarah Leonardi**
Chair, District 3



**Dr. Jeff Holness**
Vice-Chair, District 5



**Lori Alhadeff**
District 4



**Maura McCarthy Bulman**
District 1



**Adam Cervera, Esq.**
District 6



**Debra Hixon**
Countywide At-Large, Seat 9



**Nora Rupert**
District 7



**Rebecca Thompson**
District 2

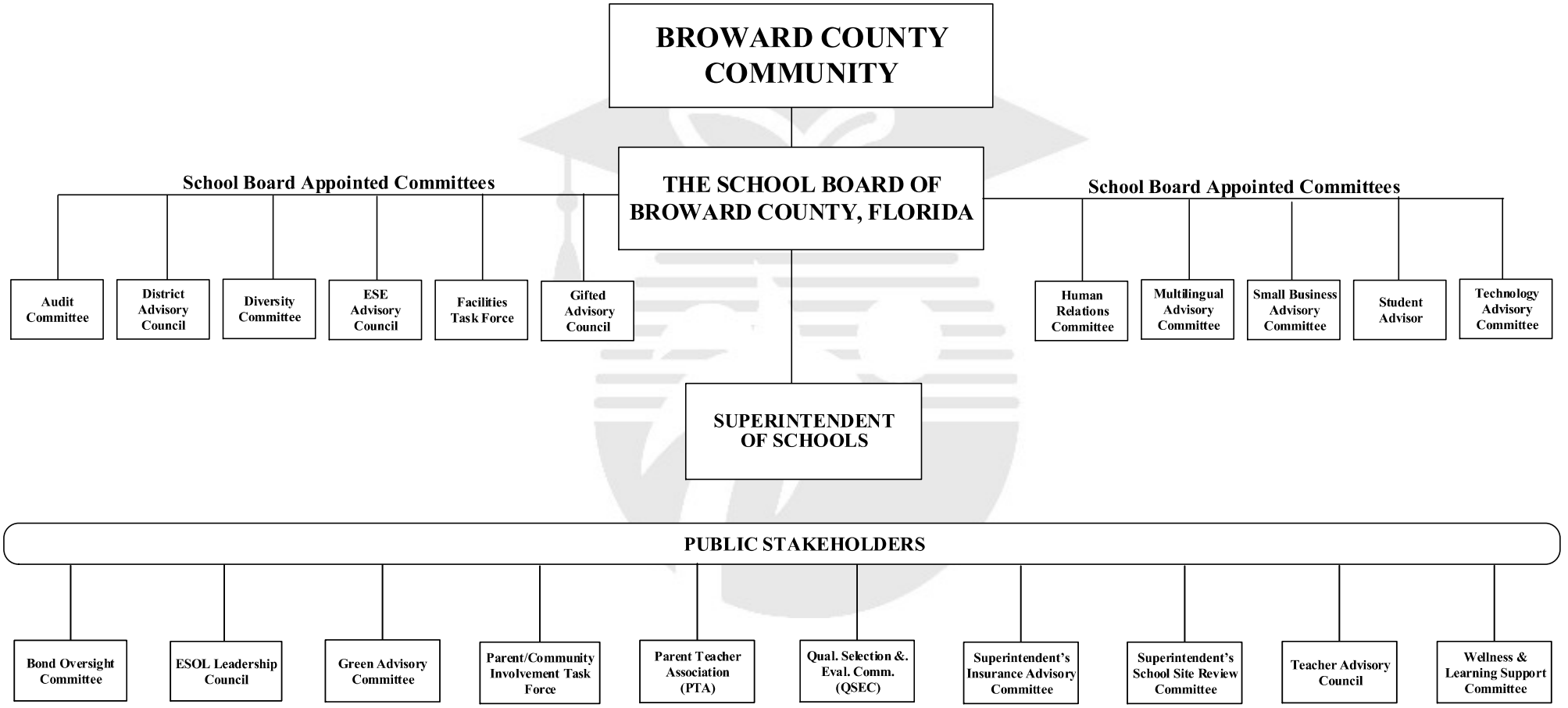


**Dr. Allen Zeman**
Countywide At-Large, Seat 8

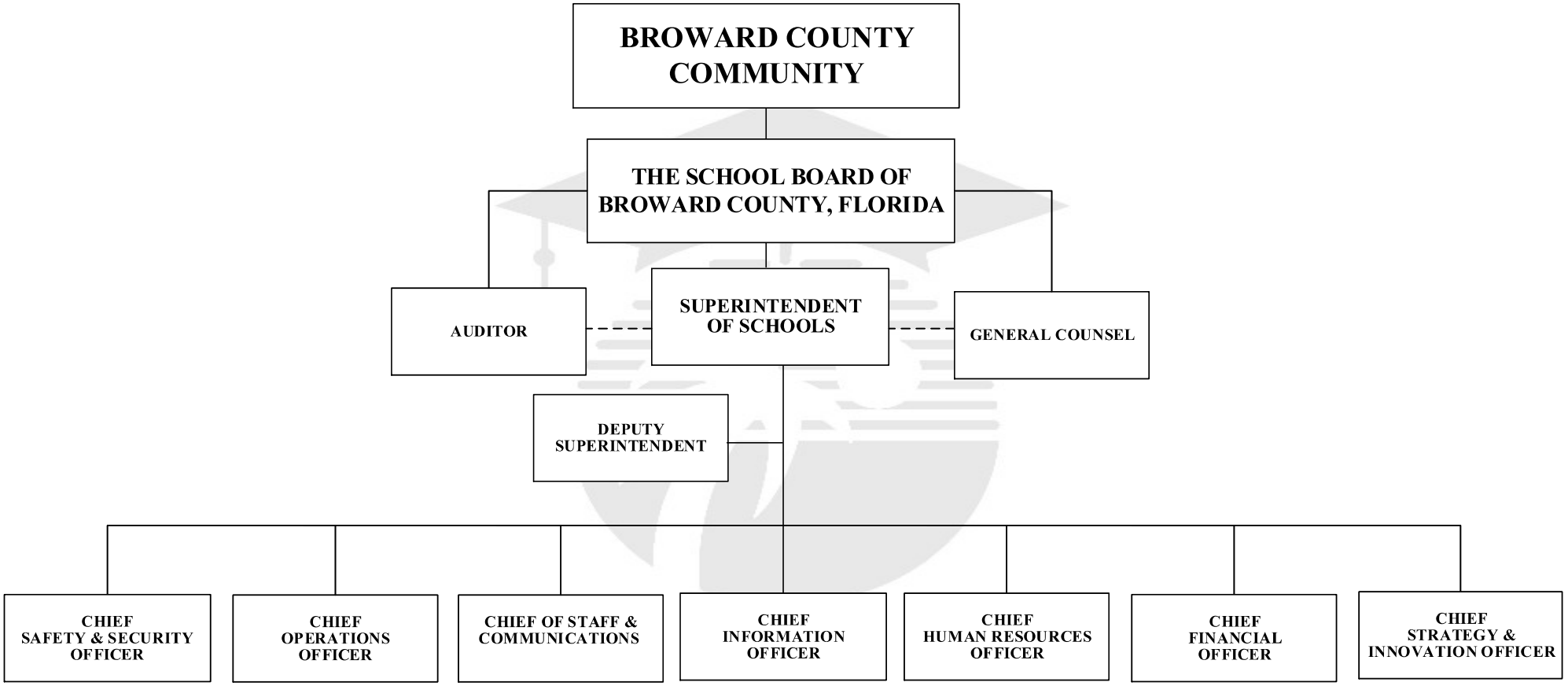
# Other Principal Officials
# As of February 24, 2026

| | |
|---|---|
| Dr. Howard Hepburn | Superintendent of Schools |
| Dr. Angela Fulton | Deputy Superintendent |
| Dr. Fabian Cone | Chief Academic Officer |
| Trey Davis III | Chief Information Officer |
| Mark Dorsett | Task Assigned, Chief Operations Officer |
| Michael Gregory | Chief Safety & Security Officer |
| Romaneir Johnson | Chief Financial Officer |
| Dr. Ernie Lozano | Chief Human Resources Officer |
| Saemone Luis | Chief Student Services Officer |
| John Sullivan | Chief of Staff & Communications |
| Dr. Valerie Wanza | Chief Strategy & Innovation Officer |
| Dr. Jermaine Fleming | Regional Superintendent, North Region |
| Dr. Veda Hudge | Assistant Superintendent, School Transformation Office |
| Alan Strauss | Regional Superintendent, South Region |
| Dr. Ted Toomer | Regional Superintendent, Central Region |
| Kathelyn Jacques-Adams, Esq. | Interim, General Counsel |
| Dave Rhodes | Chief Auditor |

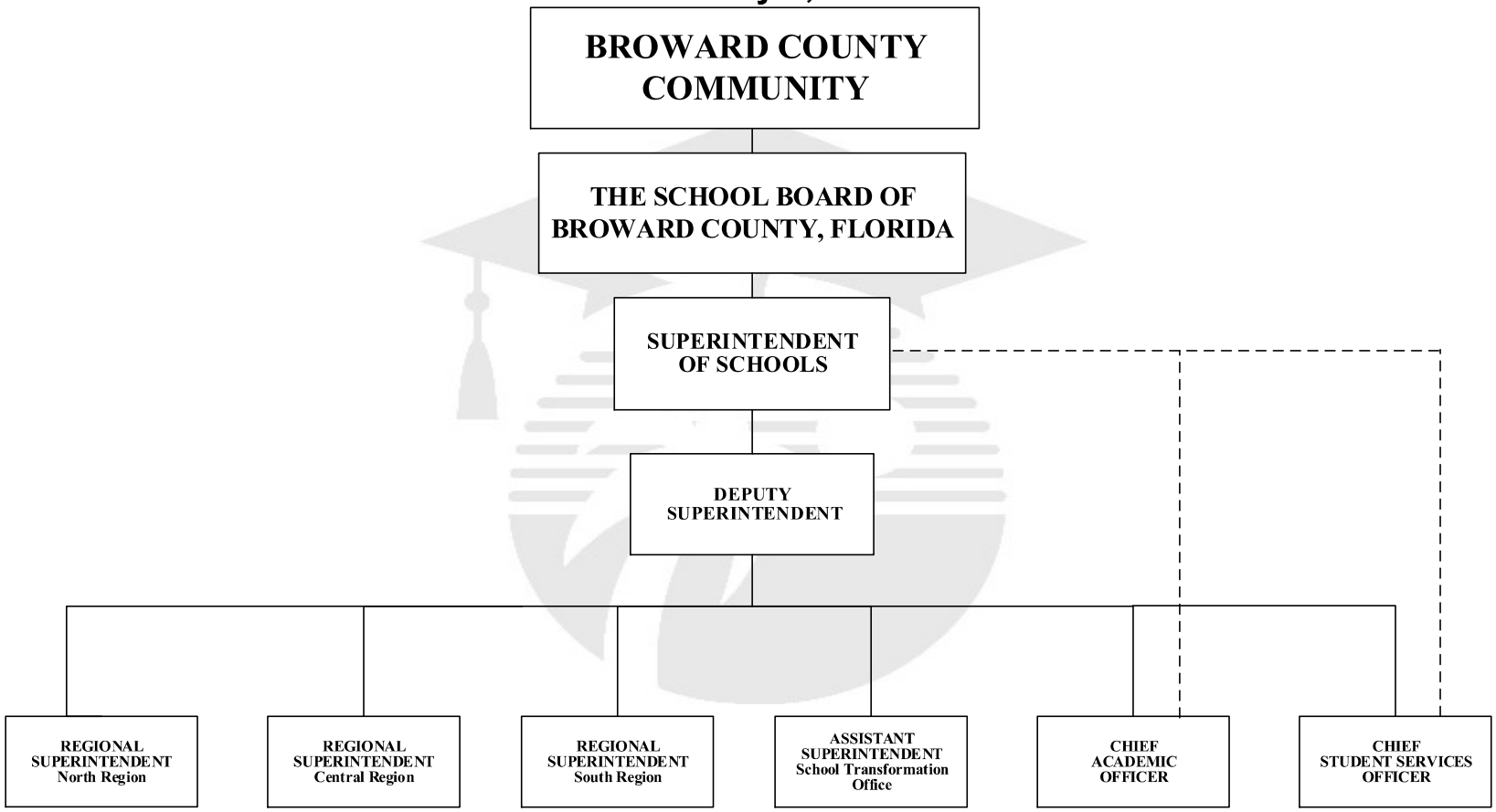
# The School Board of Broward County, Florida
## Organization Chart
## As of July 1, 2025



# The School Board of Broward County, Florida
## Organization Chart
## As of July 1, 2025



# The School Board of Broward County, Florida
## Organization Chart
## As of July 1, 2025



ASSOCIATION OF SCHOOL BUSINESS OFFICIALS INTERNATIONAL

**The Certificate of Excellence in Financial Reporting**
**is presented to**

# The School Board of Broward County, Florida

**for its Annual Comprehensive Financial Report**
**for the Fiscal Year Ended June 30, 2024.**

The district report meets the criteria established for
ASBO International's Certificate of Excellence in Financial Reporting.

CERTIFICATE OF EXCELLENCE IN FINANCIAL REPORTING

Ryan S. Stechschulte
President

James M. Rowan, CAE, SFO
CEO/Executive Director

Government Finance Officers Association

# Certificate of Achievement for Excellence in Financial Reporting

Presented to

**The School Board of Broward County Florida**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2024

Christopher P. Morrill

Executive Director/CEO

# Broward County Public Schools

*Educating Today's Students*
*To Succeed in Tomorrow's World*

**Broward County Public Schools**

# Financial Section

# Broward County Public Schools



***Educating Today's Students***
***To Succeed in Tomorrow's World***

Forvis Mazars, LLP
255 South Orange Avenue, Suite 600
Orlando, FL 32801
P 407.740.5400 | F 407.386.6107
forvismazars.us

# Independent Auditor's Report

Honorable Chairperson and Members of
The School Board of Broward County, Florida

## Report on the Audit of the Financial Statements

### *Opinions*

We have audited the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the School Board of Broward County, Florida (the "District"), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, based on our audit and the reports of the other auditors, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the District, as of June 30, 2025, and the respective changes in financial position, and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund and the major special revenue fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of the aggregate discretely presented component units, which represent 100% of the assets, net positions and revenues of the aggregate discretely presented component units columns. Those statements were audited by other auditors whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for the aggregate discretely presented component units, is based solely on the report of the other auditors.

### *Basis for Opinions*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### *Auditor's Responsibilities for the Audit of the Financial Statements*

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards,* we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, pension schedules, and other postemployment benefit schedules, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We and other auditors have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### *Supplementary Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The budgetary comparison schedules, and combining and individual nonmajor fund financial statements, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the budgetary comparison schedules, and combining and individual nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### *Other Information*

Management is responsible for the other information included in the Annual Comprehensive Financial Report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### *Other Reporting Required by Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report dated February 24, 2026, on our consideration of District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Forvis Mazars, LLP

**Fort Lauderdale, Florida**
**February 24, 2026**

# Broward County Public Schools



***Educating Today's Students***
***To Succeed in Tomorrow's World***

# Broward County Public Schools



***Educating Today's Students***
***To Succeed in Tomorrow's World***

# Required Supplemental Information
## (Part A)

Required supplemental information is comprised of unaudited information that accompanies the audited basic financial statements. Part A deals with management's discussion and analysis.

# Broward County Public Schools



***Educating Today's Students***
***To Succeed in Tomorrow's World***

# Management's Discussion and Analysis
## (MD&A)

The purpose of MD&A is to provide users of the basic financial statements with a narrative introduction, overview, and analysis of those statements.

As management of The School Board of Broward County, Florida (the District), we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended June 30, 2025. The narrative is designed to assist the reader in focusing on significant financial issues, provide an overview of the District's financial activity, identify changes in the District's financial position, and identify individual fund issues or concerns. As with other sections of this financial report, the information contained within this narrative should be considered only a part of a greater whole. The reader of this statement should take time to read and evaluate all sections of this report, including the footnotes and other required supplemental information.

## FINANCIAL HIGHLIGHTS

### Government-Wide Financial Statements

- The District's financial status, as reflected in the ***total net position***, increased by $170.2 million, or 35.9 percent, from $473.6 million to $643.8 million when compared to the prior year. The increase in total net position is due to the net decreases in total assets of $56.5 million and a net decrease in deferred outflows of resources of $29.9 million offset by the net decrease in total liabilities of $379.3 million and the net increases in deferred inflows of resources of $122.7 million. Moreover, the increase in net position is attributable to the decrease in net pension liability and other postemployment benefits (OPEB) obligations, a decrease in the Charter Schools Referendum Settlement liability, offset by an increase to long-term obligations such as compensated absences (refer to Notes 12, 13, 14 and 15 of the Notes to the Basic Financial Statements for more information).

- ***Total revenues*** of $3.8 billion increased by $7.2 million, or 0.2 percent, from the prior year. The increase is primarily due to an increase in ad valorem taxes of $107.0 million (including General, Referendum, Debt Service and Capital Projects Funds), and an increase in program revenues (charges for services, operating grants and contributions, and capital grants and contributions) of $25.0 million. The increase in program revenues is attributable to an increase in charges for services of $0.4 million, an increase in capital grants and contributions of $4.6 million, and an increase in operating grants and contributions of $20.0 million. The increases were offset by other general revenues which decreased by $124.9 million due to decreases in Federal Education Stabilization Funds and the Florida Education Finance Program (FEFP).

- The District had $3.6 billion in ***expenses*** related to programs, a decrease of $250.3 million or 6.5 percent, from the prior year, primarily due to a decrease in instructional services, instructional support services, school administration, general administration, student transportation services, and food services. There were increases in operation and maintenance of plant and facilities acquisition and construction.

- The District's ***debt*** (Bonds Payable, Certificates of Participation, Equipment Finance Agreements, and Leases) decreased by $119.8 million, or 6.1 percent, to $1.8 billion from $2.0 billion in the prior year. This decrease was primarily due to the payment of debt (refer to Notes 8 through 11 of the Notes to the Basic Financial Statements for more information).

### Governmental Funds Financial Statements

- The overall General Fund balance (the primary operating fund) increased by $6.9 million, or 3.5 percent, to $206.0 million from $199.1 million in the prior year.

- The assigned and unassigned portion of the general fund balance increased by $19.8 million compared to prior year from $94.9 million as of June 30, 2024, to $114.7 million as of June 30, 2025.



## OVERVIEW OF THE FINANCIAL STATEMENTS

The District's Annual Comprehensive Financial Report (ACFR) includes a series of basic financial statements and accompanying notes, with the primary focus being on the District as a whole. The Statement of Net Position and the Statement of Activities are government-wide financial statements that provide both short-term and long-term information about the District's overall financial status. The governmental fund financial statements report the District's operations in more detail by providing information as to how services are financed in the short-term, as well as the remaining available resources for future spending. Additionally, the governmental fund financial statements focus on major funds rather than fund types. The proprietary fund statements offer short-term and long-term financial information about the activities the District operates like businesses, such as printing services. The remaining statements, the fiduciary fund statements, provide financial information for those activities in which the District acts solely as a trustee or agent for the benefit of others. The accompanying notes provide essential information that may not be readily available on the face of the basic financial statements. Consequently, these notes form an integral part of the basic financial statements.

## GOVERNMENT-WIDE FINANCIAL STATEMENTS

Government-wide financial statements incorporate governmental, as well as its non-fiduciary component units. They contain various adjustments, elimination and reclassification entries, such as the recording of depreciation, the recognition of other revenues, and the recognition of long-term liabilities. The government-wide financial statements are designed to provide the readers with a view of the District as a whole. While this document contains the large number of funds used by the District to provide programs and activities, the view of the District as a whole, looks at all financial transactions and asks the question, "How did the District do financially during 2025?" The Statement of Net Position and the Statement of Activities answer this question. These statements include all assets and liabilities and the District's operating results under the economic resources measurement focus. Both statements are prepared using the accrual basis of accounting similar to that used by most private-sector companies, matching the financial impact of long-term financial decisions to the period in which the expense or revenue is more properly attributed. In short, the financial impact of long-term decisions is promptly recorded as the transaction occurs, as opposed to recording it when paid. A good example of this is the recording of compensated absences, such as vacation and sick leave. In the fund financial statements, vacation and sick leave are expensed when used, not when accrued, with the unused hours accumulating over time. Consequently, the reader of the ACFR would never see the potential financial impact the accumulated leave would have on the District's financial health. In the government-wide financial statements, vacation and sick leave are expensed when accrued, allowing the reader to see the full financial impact.

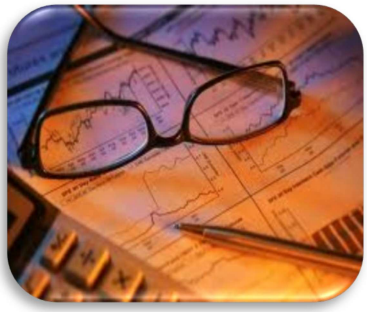
The Statement of Net Position combines and/or consolidates the governmental funds' current financial resources (short-term spendable resources) with capital assets and long-term obligations. The Statement of Net Position also provides information about the nature and amounts of investment of resources and obligations to creditors.

The Statement of Activities provides information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation and sick leave).

The difference between assets plus deferred outflows of resources and liabilities plus deferred inflows of resources, as reported in the Statement of Net Position, is one way to measure the District's financial health or financial position. A reader can think of the District's net position as the difference between what the District owns (assets) and what the District owes (liabilities). Over time, the increase or decrease in the District's net position, as reported in the Statement of Activities, is another indicator of whether its financial health is improving or deteriorating. The difference between revenues and expenses is the District's operating results. However, the District's goal is to provide services to our students, not to generate profits as commercial entities do. To fully assess the financial

health of any government entity, the reader must also consider other non-financial factors such as the quality of education provided, the safety of the schools, fluctuations in the local economy, state-mandated programs, administrative changes, and the physical condition of the District's capital assets.

## FUND FINANCIAL STATEMENTS



Fund financial statements are generally presented on a modified accrual basis, using the current financial resources measurement focus, and report expenditures rather than expenses as used in the government-wide financial statements. Fund financial reports provide detailed information about the District's major funds. The District uses many funds to account for a multitude of financial transactions. However, these fund financial statements focus on the District's most significant funds. The District's major governmental funds are the General Fund, the Federal Education Stabilization Funds, the Certificates of Participation (COP) Series Debt Service Funds, Local Millage Capital Improvement Funds, and Other Capital Projects Funds. Data from the other 11 governmental funds are combined into a single, aggregated presentation.

***Governmental Funds.*** Most of the District's activities are reported in governmental funds which describe how money flows into and out of those funds and the balances remaining at year-end that are available for spending in future periods. These funds are reported using an accounting method called "modified accrual accounting," which measures cash and all other financial assets that can readily be converted to cash. The governmental fund financial statements provide a detailed short-term view of the District's general government operations and services. Governmental fund information helps determine what financial resources will be available in the near future to support educational programs. The relationship (or difference) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds is reconciled in the financial statements.

***Proprietary Funds.*** Based on the nature of the activities, proprietary funds are used to report the activities in the District's Internal Service Funds. The Internal Service Funds are used to record the financing of goods or services provided by one department to another on a cost reimbursement basis. Proprietary funds are reported in the same way as government-wide financial statements. The Internal Service Funds are presented in the proprietary fund financial statements. The proprietary funds are included in the governmental activities in the government-wide financial statements.

***Fiduciary Funds.*** Fiduciary funds are used to account for resources held for the benefit of parties outside of the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the District's own programs. The accounting used for fiduciary funds are much like that used for proprietary funds. The District's fiduciary fund consists of a custodial fund used to account for student activity funds.

***Notes to the Basic Financial Statements.*** The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

***Other Information.*** In addition to the basic financial statements and accompanying notes, this report also presents required supplementary information concerning the District's net pension liability and changes in its total other postemployment benefits (OPEB) liability.

## ANALYSIS OF THE OVERALL FINANCIAL POSITION AND RESULTS OF OPERATIONS

The analysis below focuses on the Net Position (Table 1) and Changes in Net Position (Table 2) of the District's governmental activities.

**Government-Wide Financial Analysis.** The District's financial status, as reflected in the total net position, increased by $170.2 million, from $473.6 million, to $643.8 million when compared to the prior year. The increase in total net position is due to the net decreases in total liabilities, a net decrease in deferred outflows of resources, and a net increase in deferred inflows, offset by the net decreases in total assets. By far, the largest portion of the District's net position reflects its net investment in capital assets (i.e., land; buildings; furniture, fixtures and equipment).

Although the District's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. The decrease in the long-term liabilities is primarily due to a decrease in the pension and other postemployment benefits (OPEB) liabilities.

The second largest portion of the District's net position represents resources that are subject to external restrictions on how they may be used. Of the $640.7 million in restricted net position, $452.2 million is restricted for capital projects. There was a deficit of $1.7 billion in the unrestricted net position as of June 30, 2025. The deficit in the Statement of Net Position should not be viewed as an indication of financial difficulties. The District would only experience an actual deficit if it had to pay all of its long-term liabilities at once.

**Table 1**

Summary Statement of Net Position
(in thousands)

| | As of June 30, | | Increase |
|---|---|---|---|
| | 2025 | 2024 | (Decrease) |
| Current and non-current assets | $ 1,204,752 | $ 1,447,938 | $ (243,186) |
| Capital assets | 3,724,973 | 3,538,254 | 186,719 |
| Total assets | 4,929,725 | 4,986,192 | (56,467) |
| Deferred outflows of resources | 532,270 | 562,159 | (29,889) |
| Current liabilities | 626,464 | 690,482 | (64,018) |
| Non-current liabilities | 3,856,541 | 4,171,815 | (315,274) |
| Total liabilities | 4,483,005 | 4,862,297 | (379,292) |
| Deferred inflows of resources | 335,197 | 212,496 | 122,701 |
| Net position: | | | |
| Net investment in capital assets | 1,667,991 | 1,509,760 | 158,231 |
| Restricted | 640,725 | 607,605 | 33,120 |
| Unrestricted | (1,664,923) | (1,643,807) | (21,116) |
| Total net position | $ 643,793 | $ 473,558 | $ 170,235 |

As shown in Table 2, governmental activities increased the District's net position by $170.2 million from the prior year. Key highlights are as follows:

- Other general revenues decreased by $124.9 million due to decreases in Federal Education Stabilization Funds and FEFP.

- Ad valorem taxes (property taxes) increased by $107.0 million (including General, Referendum, Debt Service, and Capital Funds) primarily due to an increase in the total assessed property values.

- Program revenues (charges for services, operating grants and contributions, and capital grants and contributions) increased by $25.0 million.

- There was no Special Item in 2025, compared to the $76.3 million reduction of net position in 2024.

- Total expenses decreased by $250.3 million primarily due to decreases in instructional services expense of $189.5 million, $23.3 million in School administration, instructional support services of $31.8 million, general administration of $11.0 million, food services of $3.6 million, and student transportation services of $10.5 million. These decreases were offset by increases in operation and maintenance of plants of $24.8 million and facilities acquisition and construction of $0.8 million.

**Table 2**

Summary Statement of Changes in Net Position
(in thousands)

| | For the Fiscal Years Ended June 30, | | Increase |
|---|---|---|---|
| | 2025 | 2024 | (Decrease) |
| Revenues: | | | |
| Program revenues: | | | |
| Charges for services | $ 38,691 | $ 38,315 | $ 376 |
| Operating grants and contributions | 718,586 | 698,546 | 20,040 |
| Capital grants and contributions | 46,568 | 41,955 | 4,613 |
| Total program revenues | 803,845 | 778,816 | 25,029 |
| General revenues: | | | |
| Ad valorem taxes | 2,023,935 | 1,916,950 | 106,985 |
| Other general revenues (including FEFP) | 970,105 | 1,094,960 | (124,855) |
| Total general revenues | 2,994,040 | 3,011,910 | (17,870) |
| Total revenues | 3,797,885 | 3,790,726 | 7,159 |
| Functions/Program Expenses: | | | |
| Instructional services | 2,129,460 | 2,318,951 | (189,491) |
| Instructional support services | 398,054 | 429,848 | (31,794) |
| Student transportation services | 115,979 | 126,523 | (10,544) |
| Operation and maintenance of plant | 391,811 | 366,999 | 24,812 |
| School administration | 166,338 | 189,602 | (23,264) |
| General administration | 159,992 | 170,942 | (10,950) |
| Food services | 133,923 | 137,567 | (3,644) |
| Facilities acquisition and construction | 54,668 | 53,843 | 825 |
| Interest expense | 77,425 | 83,698 | (6,273) |
| Total expenses | 3,627,650 | 3,877,973 | (250,323) |
| Excess (deficiency) of revenues over (under) expenditures | 170,235 | (87,247) | 257,482 |
| Special Item | - | (76,273) | 76,273 |
| Change in net position | 170,235 | (163,520) | 333,755 |
| Beginning net position | 473,558 | 637,078 | (163,520) |
| Ending net position | $ 643,793 | $ 473,558 | $ 170,235 |

**Financial Analysis of the Government's Funds.** As was noted earlier, the District uses funds to help control and manage money for particular purposes. Looking at the funds aids in determining if the District is being accountable for the resources taxpayers and others provide; and may also give more insight into the District's overall financial health. In particular, the combination of assigned and unassigned fund balance may serve as a useful measure of a government's net resources available at the end of the fiscal year.

***Governmental Funds.*** As of June 30, 2025, the District's governmental funds reported a combined fund balance of $801.3 million, a decrease of $180.7 million, or 18.4 percent from the prior year. The decrease in fund balance is due to the following funds: a decrease of $138.7 million in the Capital Projects Funds and a decrease of $48.9 million in the Other Governmental Funds, which was offset by an increase of $6.9 million in the General Fund, and an increase of $0.15 million in the COP Series Debt Service Funds (refer to Exhibit 4 of the Fund Financial Statements for additional information).

***General Fund.*** The fund balance for the General Fund increased by $6.9 million, mainly due to increases in the federal, state and local sources including revenue from investment income. The assigned and unassigned portion of the fund balance increased by $19.8 million compared to the prior year from $94.9 million as of June 30, 2024, to $114.7 million as of June 30, 2025.

***Other Major Funds:***

***Federal Education Stabilization Funds.*** There is no fund balance as assets equal liabilities. These funds are used to account for the following emergency relief funds: Elementary and Secondary School Emergency Relief (ESSER) Funds and Governor's Emergency Education Relief (GEER) Funds. Both funds were established in phases as a result of: (1) the Coronavirus Aid, Relief, and Economic Security (CARES) Act established on March 27, 2020, (2) the Coronavirus Response and Relief Supplemental Appropriation (CRRSA) Act established on December 27, 2020, and (3) American Rescue Plan (ARP) established on March 11, 2021.

***Local Millage Capital Improvement Funds.*** The fund balance of the major Local Millage Capital Improvement Funds decreased by $32.0 million compared to the prior year mainly due to an increase in capital outlay expenses offset by an increase in revenue received from local sources, including ad valorem taxes.

***COP Series Debt Service Funds.*** The fund balance of the major COP Series Debt Service Funds increased by $14.8 thousand (refer to Note 9 of the Notes to the Basic Financial Statements for more information).

***Other Capital Projects Funds.*** The fund balance of the Other Capital Projects Funds decreased by $106.7 million compared to the prior year due to spending General Obligation Bond proceeds from sales in prior years.

***General Fund Budgetary Highlights (Reported on a Budgetary Basis)***. Over the course of the year, the District revises its budget to deal with unexpected changes in revenues and expenditures. The District's original and final budget amounts compared with actual amounts are provided in Table 3.




The final budget as compared to the original budget for revenues and other financing sources decreased by $151.0 million primarily due to a decrease in the State's funding. The decrease in ad valorem taxes is due to the District collecting less than the original budgeted proceeds based on 96 percent of the current year gross taxable value per Section 1011.62(4)(a), Florida Statutes.

During the year, final appropriations including other financing uses decreased by $140.4 million from original appropriations as the District recognized the State removing FES from instructional services. The decreases were offset by the increases in student and instructional support services, operation and maintenance of plants, as well as pay increase for teachers.

**Table 3**

Summary Schedule of Revenues, Expenditures and Changes in Fund Balance of General Fund
Budget and Actual (Budgetary Basis)
(in thousands)

| | Budget | | | Variance Positive |
|---|---|---|---|---|
| | Original | Final | Actual | (Negative) |
| Revenues: | | | | |
| Local sources: | | | | |
| Ad valorem taxes | $1,511,186 | $1,506,026 | $1,506,026 | $ - |
| Other | 88,191 | 102,233 | 102,233 | - |
| Total local sources | 1,599,377 | 1,608,259 | 1,608,259 | - |
| State sources: | | | | |
| Florida Education Finance Program | 981,974 | 728,970 | 728,970 | - |
| Other | 343,241 | 360,755 | 360,755 | - |
| Total state sources | 1,325,215 | 1,089,725 | 1,089,725 | - |
| Federal sources | 13,984 | 13,117 | 13,117 | - |
| Total revenues | 2,938,576 | 2,711,101 | 2,711,101 | - |
| Other financing sources | 167,605 | 244,043 | 244,043 | - |
| Total amounts available for appropriations | 3,106,181 | 2,955,144 | 2,955,144 | - |
| Expenditures: | | | | |
| Instructional services | 2,159,199 | 1,796,801 | 1,796,801 | - |
| Student and instructional support services | 241,012 | 303,432 | 303,432 | - |
| Student transportation services | 91,728 | 106,080 | 106,080 | - |
| Operation and maintenance of plant | 313,761 | 390,921 | 390,921 | - |
| School administration | 155,441 | 163,524 | 163,524 | - |
| General administration | 116,928 | 159,770 | 159,770 | - |
| Capital outlay | 20,138 | 37,129 | 37,129 | - |
| Debt Service | 7,088 | 6,888 | 6,888 | - |
| Total expenditures | 3,105,295 | 2,964,545 | 2,964,545 | - |
| Other financing uses | 886 | 1,222 | 1,222 | - |
| Total charges against appropriations | 3,106,181 | 2,965,767 | 2,965,767 | - |
| Net change in fund balances | $ - | $ (10,623) | (10,623) | $ - |
| Appropriated beginning fund balances: | $ - | $ - | | |
| Adjustments to conform with GAAP: | | | | |
| Elimination of encumbrances | | | 17,531 | |
| Excess (deficiency) of revenues and other sources over (under) expenditures and other uses (GAAP Basis) | | | 6,908 | |
| Fund balances, beginning of year | | | 199,050 | |
| Fund balances, end of year | | | **$ 205,958** | |



## CAPITAL ASSETS AND DEBT ADMINISTRATION

**Capital Assets.** As shown in Table 4, as of June 30, 2025, the District had invested approximately $3.7 billion in a broad range of capital assets. This amount represents a net increase (including additions, deletions, and depreciation) of $186.7 million from the prior year. The District is focused on keeping vital components of school buildings running, such as air conditioning and roofing systems while keeping the schools safe and accessible. The District had $251.2 million committed towards various construction contracts (refer to Note 20 of the Notes to the Basic Financial Statements for more information). Due to the implementation of GASB Statement No. 87, *Leases*, $1.2 million in intangible right-to-use lease assets (net of accumulated amortization) was recognized by the District (refer to Note 5 of the Notes to the Basic Financial Statements for more information).

On February 14, 2018, the District experienced a horrific tragedy at Marjory Stoneman Douglas (MSD) High School. As a result of this tragedy, the 1200 Building (Florida Inventory of School Houses (FISH), Building 12) at the school is deemed evidentiary and cannot be used by the District or demolished until the conclusion of all investigations and legal matters. In 2018, Senate Bill, SB 7026, cited as the "Marjory Stoneman Douglas High School Public Safety Act," earmarked $26.3 million for the projects at MSD to meet the facility needs necessary to recover from this tragedy that includes providing temporary portables (this project is complete and closed), building a new permanent building (this project is substantially complete and occupied; pending certificate of final inspection for full close-out), demolishing the 1200 Building (FISH, Building 12), and constructing a memorial.

On March 5, 2021, there was a partial roof collapse in the media center at the District's James S. Rickards Middle School. As a result of the partial roof collapse, Building 1 of Rickards Middle School has been deemed a total loss and will be entirely replaced. The District's efforts to continue educating the Rickards Middle School students will include temporary placement of the students in three nearby campuses, renovations to Buildings 2 and 5 on the Rickards Middle School campus to restore life safety and communications systems that were originally housed in Building 1, placement of temporary modular buildings on the Rickards Middle School campus so that all the students can return, and a full building replacement project for Building 1. It is currently anticipated that the replacement building will be substantially completed by 07/31/2026. When the replacement building is completed, the temporary modular buildings will be removed from the campus.

**Table 4**

Capital Assets at Year-End
(in thousands)

| | As of June 30, | | Increase |
|---|---|---|---|
| | 2025 | 2024 | (Decrease) |
| Land | $ 227,104 | $ 227,133 | $ (29) |
| Land improvements | 518,485 | 505,464 | 13,021 |
| Construction in progress | 759,394 | 745,109 | 14,285 |
| Broadcast license intangible | 3,600 | 3,600 | - |
| Buildings and fixed equipment | 4,539,267 | 4,263,137 | 276,130 |
| Furniture, fixtures, and equipment | 384,466 | 378,562 | 5,904 |
| Audio visual | 542 | 577 | (35) |
| Motor vehicles | 173,343 | 162,067 | 11,276 |
| Computer software | 66,475 | 62,027 | 4,448 |
| Intangible right-to-use assets | 3,102 | 3,102 | - |
| Less: accumulated depreciation/amortization | (2,950,805) | (2,812,524) | (138,281) |
| Total capital assets, net | $ 3,724,973 | $ 3,538,254 | $ 186,719 |

**Debt Administration.** As shown in Table 5, at the end of June 30, 2025, the District had $1.8 billion in debt outstanding compared to $2.0 billion in the prior year, a decrease of $119.8 million, or 6.1 percent, from the prior year. The decrease was primarily due to the payment of debt GOB and COPs principal obligations. Due to the implementation of GASB Statement No. 87, Leases, $1.2 million in lease liabilities was recognized by the District (refer to Notes 8 through 11 of the Notes to the Basic Financial Statements for more information).

**Table 5**
Debt Outstanding at Year-End
(in thousands)

| | As of June 30, | | |
|---|---|---|---|
| | 2025 | 2024 | Increase (Decrease) |
| Capital outlay bond issues | $ 1,623 | $ 2,065 | $ (442) |
| General obligation bond issues | 703,405 | 727,030 | (23,625) |
| Certificates of participation | 1,038,545 | 1,149,430 | (110,885) |
| Equipment finance agreements | 93,483 | 77,854 | 15,629 |
| Leases | 1,168 | 1,613 | (446) |
| Total | $ 1,838,224 | $ 1,957,992 | $ (119,769) |

Other obligations include accrued vacation pay and sick leave (refer to Note 12 of the Notes to the Basic Financial Statements for more information).

## ECONOMIC FACTORS

The State of Florida, by constitution, does not have a State personal income tax and therefore the State operates primarily using sales, gasoline, and corporate income taxes. State funds to school districts are provided by legislative appropriations from the State's general revenue funds under the Florida Education Finance Program (FEFP) and local property taxes. The level of tourism in the State heavily influences the amount collected. Any change in the anticipated amount of revenues collected by the State would directly impact the revenue allocation to the District.

On August 23, 2022, Broward County residents approved the Secure the Next Generation Referendum renewal which became effective July 1, 2023. This renewed referendum supports the District's continued commitment to secure a high-quality education and safe learning environment for students, teachers, and staff. The approved referendum increased the local millage from ½ mill approved in 2018 to 1 mill for a period of four years through June 30, 2027. Referendum funds have secured safety and security positions, improved compensation for teachers and staff, and expanded educational opportunities for our students.




## REQUESTS FOR INFORMATION

The District's financial statements are designed to present users (participants, investors, creditors, and regulatory agencies) with a general overview of the District's finances and to demonstrate the District's accountability. Questions concerning any of the information provided in this report should be addressed to the Director of the Accounting and Financial Reporting Department, The School Board of Broward County, Florida, 600 Southeast Third Avenue, Fort Lauderdale, FL 33301. For additional information, visit the District's website at https://www.browardschools.com/.

# Basic Financial Statements

Basic financial statements are the core of financial reporting. They are made up of the government-wide financial statements, fund financial statements and the notes to the financial statements.

# Broward County Public Schools



***Educating Today's Students***
***To Succeed in Tomorrow's World***

# Government-Wide Financial Statements (GWFS)

Government-wide financial statements are aimed at presenting a broad overview of a government's finances using the economic resources measurement focus and the accrual basis of accounting.

# Broward County Public Schools



***Educating Today's Students***
***To Succeed in Tomorrow's World***

**STATEMENT OF NET POSITION**
**AS OF JUNE 30, 2025**
**(in thousands)**

| | GOVERNMENTAL ACTIVITIES | COMPONENT UNITS |
|---|---|---|
| **ASSETS:** | | |
| **Current assets:** | | |
| Cash, cash equivalents and investments * | $ 951,706 | $ 160,096 |
| Due from other governmental agencies | 39,055 | 47,007 |
| Due from other schools | - | 29,789 |
| Accrued interest receivable | 2,598 | 105 |
| Inventories | 16,701 | 1,176 |
| Prepaids and other assets | 76,421 | 19,675 |
| Total current assets | 1,086,481 | 257,848 |
| **Non-current assets:** | | |
| Restricted cash, cash equivalents and investments | 118,271 | 20,041 |
| Capital assets: | | |
| Non-depreciable | 1,124,151 | 23,621 |
| Depreciable, net | 2,600,822 | 605,750 |
| Total non-current assets | 3,843,244 | 649,412 |
| **Total assets** | 4,929,725 | 907,260 |
| **DEFERRED OUTFLOWS OF RESOURCES:** | | |
| Deferred loss on refunding debt (net) | 24,427 | 5,629 |
| Pension actuarial adjustments | 478,029 | 2,206 |
| OPEB actuarial adjustments | 29,814 | - |
| **Total deferred outflows of resources** | 532,270 | 7,835 |
| **LIABILITIES:** | | |
| **Current liabilities:** | | |
| Accounts payable and accrued expenses | 158,699 | 7,139 |
| Accrued payroll taxes and withholding | 23,863 | 19,603 |
| Matured debt and interest payable | 124,593 | 2,349 |
| Due to other governmental agencies | 15,181 | 22 |
| Due to other schools | - | 5,175 |
| Retainage payable | 35,257 | - |
| Unearned revenue | 9,373 | 647 |
| Management fees payable | - | 3,779 |
| Obligations under leases | 512 | 39,803 |
| Liability for compensated absences | 8,820 | 2,318 |
| Debt, net of premiums and discounts | 168,252 | 2,753 |
| Estimated liability for self-insured risks | 47,662 | - |
| Other postemployment benefit liabilities | 6,637 | - |
| Net pension liability | 1,908 | - |
| Charter Schools Referendum Settlement | 25,707 | - |
| Other liabilities | - | 722 |
| Total current liabilities | 626,464 | 84,310 |
| **Non-current liabilities:** | | |
| Obligations under leases | 656 | 517,767 |
| Liability for compensated absences | 171,198 | 1,391 |
| Debt, net of premiums and discounts | 1,860,663 | 114,669 |
| Estimated liability for self-insured risks | 29,376 | - |
| Other postemployment benefit liabilities | 156,488 | - |
| Net pension liability | 1,612,736 | 8,576 |
| Charter Schools Referendum Settlement | 25,424 | - |
| Other liabilities | - | 4,102 |
| Total non-current liabilities | 3,856,541 | 646,506 |
| **Total liabilities** | 4,483,005 | 730,816 |
| **DEFERRED INFLOWS OF RESOURCES:** | | |
| Deferred gain on refunding debt (net) | 13,303 | 5,156 |
| Pension actuarial adjustments | 230,018 | 1,035 |
| OPEB actuarial adjustments | 91,876 | - |
| **Total deferred inflows of resources** | 335,197 | 6,191 |
| **NET POSITION:** | | |
| Net investment in capital assets | 1,667,991 | (30,101) |
| Restricted for: | | |
| State required carryover programs | 3,933 | 3,045 |
| Debt service | 146,706 | 7,495 |
| Capital projects | 452,159 | 2,512 |
| Scholarships and other purposes | 37,927 | 7,013 |
| Unrestricted (deficit) | (1,664,923) | 188,125 |
| **Total net position** | $ 643,793 | $ 178,088 |

* Includes $287.4 million in cash and investments with trustees.

**The accompanying notes to the basic financial statements are an integral part of this Statement**

**STATEMENT OF ACTIVITIES**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | | PROGRAM REVENUES | |
|---|---|---|---|
| | EXPENSES | CHARGES FOR SERVICES | OPERATING GRANTS AND CONTRIBUTIONS |
| **PROGRAM EXPENSES AND REVENUES:** | | | |
| **PRIMARY GOVERNMENT:** | | | |
| Instructional services | $ 2,129,460 | $ 32,939 | $ 473,504 |
| Instructional support services | 398,054 | - | 89,039 |
| Student transportation services | 115,979 | 2,034 | 939 |
| Operation and maintenance of plant | 391,811 | - | 17,354 |
| School administration | 166,338 | - | 16,187 |
| General administration | 159,992 | - | 11,390 |
| Food services | 133,923 | 3,718 | 109,492 |
| Facilities acquisition & construction | 54,668 | - | 681 |
| Interest expense | 77,425 | - | - |
| Total governmental activities | $ 3,627,650 | $ 38,691 | $ 718,586 |
| **COMPONENT UNITS:** | | | |
| Total program revenues - component units | 530,656 | 13,811 | 63,088 |
| Component units | $ 530,656 | $ 13,811 | $ 63,088 |

**GENERAL REVENUES:**
Ad valorem taxes levied for:
General purposes
Debt service
Capital outlays
Grants and contributions not restricted to specific programs:
Florida education finance program
Other
Other federal sources
Other state sources
Other local sources
Other revenues and sources of funds
Unrestricted investment earnings (losses)
Total general revenues, extraordinary items and transfers

**Change in net position**

**Total net position (deficit), beginning of year**

**Total net position (deficit), end of year**

**The accompanying notes to the basic financial statements are an integral part of this Statement**

| PROGRAM REVENUES | NET (EXPENSE) REVENUE AND CHANGES IN NET POSITION | |
|---|---|---|
| CAPITAL GRANTS AND CONTRIBUTIONS | GOVERNMENTAL ACTIVITIES | COMPONENT UNITS |
| $ - | $ (1,623,017) | $ - |
| - | (309,015) | - |
| - | (113,006) | - |
| - | (374,457) | - |
| - | (150,151) | - |
| - | (148,602) | - |
| - | (20,713) | - |
| 46,043 | (7,944) | - |
| 525 | (76,900) | - |
| $ 46,568 | (2,823,805) | - |
| 34,804 | - | (418,954) |
| $ 34,804 | - | (418,954) |
| | 1,506,026 | - |
| | 48,365 | - |
| | 469,544 | - |
| | 728,970 | - |
| | - | 274,807 |
| | 138,181 | 12,715 |
| | 4,242 | 128,797 |
| | 38,338 | 25,577 |
| | (15,537) | - |
| | 75,911 | 6,121 |
| | 2,994,040 | 448,017 |
| | 170,235 | 29,063 |
| | 473,558 | 149,024 |
| | $ 643,793 | $ 178,088 |

# Broward County Public Schools

*Educating Today's Students*
*To Succeed in Tomorrow's World*

# Fund Financial Statements
## (FFS)

Fund financial statements are aimed at demonstrating the fiscal accountability of a government's finances. Governmental funds use the current financial resources measurement focus and the modified accrual basis of accounting, whereas proprietary (internal service) funds and fiduciary (custodial) fund use the economic resources measurement focus and the accrual basis of accounting.

**BALANCE SHEET**
**GOVERNMENTAL FUNDS**
**AS OF JUNE 30, 2025**
**(in thousands)**

| | GENERAL FUND | FEDERAL EDUCATION STABILIZATION FUNDS | COP SERIES DEBT SERVICE FUNDS | LOCAL MILLAGE CAPITAL IMPROVEMENT FUNDS |
|---|---|---|---|---|
| **ASSETS:** | | | | |
| Equity in pooled cash and investments | $ 310,072 | $ 352 | $ 412 | $ 317,473 |
| Cash and investments with trustees | - | - | 122,788 | - |
| Total cash, cash equivalents and investments | 310,072 | 352 | 123,200 | 317,473 |
| Due from other governmental agencies | 1,992 | - | - | - |
| Due from other funds | 9,552 | - | - | - |
| Accrued interest receivable | 1,254 | - | 2 | 932 |
| Inventories | 12,884 | - | - | - |
| Prepaids and other assets | 64,016 | - | - | 11,068 |
| **TOTAL ASSETS** | $ 399,770 | $ 352 | $ 123,202 | $ 329,473 |
| **LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES:** | | | | |
| **Liabilities:** | | | | |
| Accounts payable and accrued expenditures | $ 122,933 | $ 211 | $ 674 | $ 12,523 |
| Accrued payroll taxes and withholdings | 23,863 | - | - | - |
| Due to other governmental agencies | 15,181 | - | - | - |
| Due to other funds | - | - | - | - |
| Unearned revenue | 200 | - | - | - |
| Retainage payable | 16 | 141 | - | 5,653 |
| Matured debt and interest payable | - | - | 122,491 | - |
| Estimated liability for self-insured risks | 31,619 | - | - | - |
| **Total liabilities** | 193,812 | 352 | 123,165 | 18,176 |
| **Deferred inflows of resources:** | | | | |
| Unavailable revenue | - | - | - | - |
| **Total deferred inflows of resources** | - | - | - | - |
| **Fund balances:** | | | | |
| Nonspendable | 33,001 | - | - | - |
| Restricted | 3,933 | - | 37 | 311,297 |
| Committed | 54,327 | - | - | - |
| Assigned | 60,555 | - | - | - |
| Unassigned | 54,142 | - | - | - |
| **Total fund balances** | 205,958 | - | 37 | 311,297 |
| **TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES** | $ 399,770 | $ 352 | $ 123,202 | $ 329,473 |

**The accompanying notes to the basic financial statements are an integral part of this Statement.**

| OTHER CAPITAL PROJECTS FUNDS | OTHER GOVERNMENTAL FUNDS | TOTAL GOVERNMENTAL FUNDS |
|---|---|---|
| $ 59,408 | $ 92,676 | $ 780,393 |
| 121,904 | 42,756 | 287,448 |
| 181,312 | 135,432 | 1,067,841 |
| 8,501 | 28,562 | 39,055 |
| - | - | 9,552 |
| 183 | 227 | 2,598 |
| - | 3,806 | 16,690 |
| 67 | 1,246 | 76,397 |
| $ 190,063 | $ 169,273 | $ 1,212,133 |
| | | |
| $ 11,549 | $ 8,710 | $ 156,600 |
| - | - | 23,863 |
| - | - | 15,181 |
| - | 9,552 | 9,552 |
| 1,985 | 7,188 | 9,373 |
| 9,694 | 19,753 | 35,257 |
| - | 1,667 | 124,158 |
| - | - | 31,619 |
| 23,228 | 46,870 | 405,603 |
| | | |
| 5,266 | - | 5,266 |
| 5,266 | - | 5,266 |
| | | |
| - | 3,806 | 36,807 |
| 161,569 | 117,878 | 594,714 |
| - | - | 54,327 |
| - | 719 | 61,274 |
| - | - | 54,142 |
| 161,569 | 122,403 | 801,264 |
| | | |
| $ 190,063 | $ 169,273 | $ 1,212,133 |

**RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE SHEET TO THE STATEMENT OF NET POSITION**
**AS OF JUNE 30, 2025**
**(in thousands)**

| | | |
|---|---|---|
| Total fund balances - governmental funds | | $ 801,264 |
| Amounts reported for governmental activities in the Statement of Net Position are different because: | | |
| Capital assets used in governmental activities are not current financial resources and, therefore, are not reported as assets in the fund financial statements. These assets consist of: | | |
| Land | $ 227,104 | |
| Land improvements- nondepreciable | 134,054 | |
| Land improvements, net of accumulated depreciation | 146,963 | |
| Broadcast license intangible | 3,600 | |
| Right-to-use lease assets, net of accumulated amortization | 1,099 | |
| Buildings and fixed equipment, net of accumulated depreciation | 2,294,392 | |
| Furniture, fixtures and equipment, net of accumulated depreciation | 80,921 | |
| Audio/visual, net of accumulated depreciation | 2 | |
| Computer software, net of accumulated depreciation | 5,748 | |
| Motor vehicles, net of accumulated depreciation | 71,698 | |
| Construction in progress | 759,392 | |
| | | 3,724,973 |
| Certain pension-related items are reported as deferred outflows of resources in the government-wide financial statements but not in the fund financial statements. | ..... | 478,029 |
| Certain pension-related items are reported as deferred inflows of resources in the government-wide financial statements but not in the fund financial statements. | ..... | (230,018) |
| Certain OPEB-related items are reported as deferred outflows of resources in the government-wide financial statements but not in the fund financial statements. | ..... | 29,814 |
| Certain OPEB-related items are reported as deferred inflows of resources in the government-wide financial statements but not in the fund financial statements. | ..... | (91,876) |
| Deferred losses on refunding is not a use of current financial resources and, therefore, are not reported in the fund financial statements. | ..... | 24,427 |
| Deferred gains on refunding is not a use of current financial resources and, therefore, are not reported in the fund financial statements. | ..... | (13,303) |
| Revenues that have been unavailable or unearned in the governmental funds but are recognized as revenue in the governmental-wide financial statements. | ..... | 5,268 |
| Internal service funds are used by the District to charge the costs of services, such as printing services, to individual funds. The assets and liabilities of the internal service funds are included in the Statement of Net position. | ..... | 72 |
| Long-term liabilities applicable to the District's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities, both current and long-term, and other deferred inflow of resources are reported in the Statement of Net Position. | | |
| Balances at June 30, 2025, are: | | |
| Accrued interest on long-term debt | $ (435) | |
| Certificates of participation | (1,038,545) | |
| Debt premiums and discounts, net | (191,861) | |
| Bonds payable | (705,028) | |
| Equipment finance agreements | (93,483) | |
| Leases payable | (1,168) | |
| Compensated absences | (180,018) | |
| Other postemployment benefits (OPEB) | (163,125) | |
| Estimated liability for self-insured risks | (45,419) | |
| Net pension liability | (1,614,644) | |
| Charter Schools Referendum Settlement | (51,131) | |
| Total long-term liabilities | | (4,084,857) |
| Total net position of governmental activities | | $ 643,793 |

**The accompanying notes to the basic financial statements are an integral part of this Statement.**

# Broward County Public Schools



***Educating Today's Students***
***To Succeed in Tomorrow's World***

**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES**
**GOVERNMENTAL FUNDS**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | GENERAL FUND | FEDERAL EDUCATION STABILIZATION FUNDS | COP SERIES DEBT SERVICE FUNDS | LOCAL MILLAGE CAPITAL IMPROVEMENT FUNDS |
|---|---|---|---|---|
| **REVENUES:** | | | | |
| **Local sources:** | | | | |
| Ad valorem taxes | $ 1,506,026 | $ - | $ - | $ 469,544 |
| Food sales | - | - | - | - |
| Interest on investments | 32,275 | - | 4,845 | 23,173 |
| Other | 69,959 | - | - | 1,279 |
| Total local sources | 1,608,260 | - | 4,845 | 493,996 |
| **State sources:** | | | | |
| Florida education finance program | 728,970 | - | - | - |
| Categorical programs and other | 360,754 | - | - | - |
| Total state sources | 1,089,724 | - | - | - |
| **Federal sources:** | | | | |
| Food service | - | - | - | - |
| Grants and other | 13,117 | 119,878 | - | 5,160 |
| Total federal sources | 13,117 | 119,878 | - | 5,160 |
| **Total revenues** | 2,711,101 | 119,878 | 4,845 | 499,156 |
| **EXPENDITURES:** | | | | |
| **Current operating:** | | | | |
| Instructional services | 1,788,628 | 104,138 | - | - |
| Student and instructional support services | 301,751 | 7,291 | - | - |
| Student transportation services | 104,698 | 1,246 | - | - |
| Operation and maintenance of plant | 387,558 | 642 | - | - |
| School administration | 163,435 | 195 | - | - |
| General administration | 157,237 | 5,587 | - | - |
| Food services | - | - | - | - |
| Total current operating | 2,903,307 | 119,099 | - | - |
| **Debt service:** | | | | |
| Principal retirement | 1,330 | - | 123,139 | 554 |
| Interest charges and other | 5,559 | - | 56,089 | 18 |
| Total debt service | 6,889 | - | 179,228 | 572 |
| **Capital outlay** | 36,818 | 779 | - | 162,496 |
| **Total expenditures** | 2,947,014 | 119,878 | 179,228 | 163,068 |
| Excess (deficiency) of revenues over (under) expenditures | (235,913) | - | (174,383) | 336,088 |
| **OTHER FINANCING SOURCES (USES):** | | | | |
| Refunding bonds issued | - | - | - | - |
| Certificates of participation refunding issued | - | - | 207,420 | - |
| Premium (discount) on long-term debt issued | - | - | 11,409 | - |
| Equipment finance agreements/leases | 13,779 | - | - | - |
| Sale of capital assets | - | - | - | 602 |
| Other loss recoveries | - | - | - | 1,956 |
| Payments to refunded bond escrow agent | - | - | (222,499) | - |
| Transfers in | 230,264 | - | 178,068 | - |
| Transfers out | (1,222) | - | - | (370,653) |
| **Total other financing sources (uses)** | 242,821 | - | 174,398 | (368,095) |
| Net change in fund balances | 6,908 | - | 15 | (32,007) |
| **Fund balances, beginning of year** | 199,050 | - | 22 | 343,304 |
| **Fund balances, end of year** | $ 205,958 | $ - | $ 37 | $ 311,297 |

**The accompanying notes to the basic financial statements are an integral part of this Statement.**

| OTHER CAPITAL PROJECTS FUNDS | OTHER GOVERNMENTAL FUNDS | TOTAL GOVERNMENTAL FUNDS |
|---|---|---|
| $ - | $ 48,365 | $ 2,023,935 |
| - | 3,718 | 3,718 |
| 6,292 | 9,316 | 75,901 |
| 8,639 | 7,538 | 87,415 |
| 14,931 | 68,937 | 2,190,969 |
| - | - | 728,970 |
| 34,693 | 16,231 | 411,678 |
| 34,693 | 16,231 | 1,140,648 |
| - | 100,485 | 100,485 |
| - | 254,540 | 392,695 |
| - | 355,025 | 493,180 |
| 49,624 | 440,193 | 3,824,797 |
| - | 169,035 | 2,061,801 |
| - | 76,254 | 385,296 |
| - | 517 | 106,461 |
| - | 157 | 388,357 |
| - | 476 | 164,106 |
| - | 10,308 | 173,132 |
| - | 132,403 | 132,403 |
| - | 389,150 | 3,411,556 |
| - | 18,107 | 143,130 |
| - | 39,105 | 100,771 |
| - | 57,212 | 243,901 |
| 143,900 | 49,851 | 393,844 |
| 143,900 | 496,213 | 4,049,301 |
| (94,276) | (56,020) | (224,504) |
| - | 69,455 | 69,455 |
| - | - | 207,420 |
| - | 6,198 | 17,607 |
| 26,604 | - | 40,383 |
| 5,501 | 69 | 6,172 |
| - | - | 1,956 |
| - | (76,664) | (299,163) |
| 1,158 | 8,062 | 417,552 |
| (45,677) | - | (417,552) |
| (12,414) | 7,120 | 43,830 |
| (106,690) | (48,902) | (180,676) |
| 268,259 | 171,305 | 981,940 |
| $ 161,569 | $ 122,403 | $ 801,264 |

**RECONCILIATION OF STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | |
|---|---|
| Total net change in fund balances - governmental funds | $ (180,676) |
| Amounts reported for governmental activities in the Statement of Activities is different because: | |
| Governmental funds report capitalizable and non-capitalizable capital outlays as expenditures. However, in the Statement of Activities, the cost of those capitalizable assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capitalized capital outlays ($358,171) were greater than depreciation ($171,358) in the current period. | 186,813 |
| The issuance of long-term debt provides a source of current financial resources to governmental funds. However, issuing debt increases long-term liabilities in the Statement of Net Position. Refundings of debt represent a use of current financial resources in governmental funds. However, refunding of debt decreases long-term liabilities in the Statement of Net Position. Also, governmental funds report the effect of debt premiums, discounts, deferral amounts on refunding when debt is first issued, but these amounts are deferred and amortized in the Statement of Activities: | |
| Debt Proceeds, net | (1,012) |
| Equipment finance/lease proceeds | (40,383) |
| The repayment of long-term debt principal amount is reported as an expenditure in the governmental funds but reduces the liability in the Statement of Net Position. Premiums and discounts on debt issued are reported in the governmental funds in the year the debt is issued and are amortized over the life of the debt in the Statement of Activities. | |
| Net principal payments and amortized premiums and discounts | 186,066 |
| Internal service funds are used by the District to charge the costs of services, such as printing services to individual funds. The change in net position of internal service funds is reported within the governmental activities. | (149) |
| Revenues reported in the statement of activities that do not provide current financial resources are not reported as revenues in the governmental funds. | (26) |
| Revenues reported in the governmental funds that were reported as revenue in the statement of activities in the prior year under full accrual. | - |
| In the Statement of Activities, certain expenses - compensated absences (vacation and sick leave and other postemployment benefits) - are measured by the amounts earned during the year. In the governmental funds, however, expenditures for these items are measured by the amount of financial resources used (essentially, the amount actually paid) and for new retirees, the amount expected to be paid out for terminal sick leave over the next year. | |
| Net change in postemployment benefit liabilities | (482) |
| Net change in compensated absences | 7,057 |
| Net change in estimated liability for self-insured risks | 1,284 |
| Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due, except matured interest payable which is accrued in the debt service funds. | |
| Net change in accrued interest on long-term debt | 287 |
| Change in debt related deferrals including deferred amounts are recognized as paid or received in the governmental funds but must be capitalized and amortized in the government-wide presentation. This amount represents the net amount between current year's additions and amortization of current and prior year's amounts. | (31,678) |
| Governmental funds report District pension contribution as expenditures. However, in the Statement of Activities, the cost of pension benefits earned net of employee contributions is reported as pension expense. In addition, the amortization of changes in deferred pension adjustments is recorded through pension expense. | 18,087 |
| Net effect of various miscellaneous transactions involving capital assets (i.e., changes in capitalization threshold, sales, disposals, recoveries and donations). | (94) |
| Charter Schools Referendum Settlement is recorded in the Statement of Activities under the full accrual basis of accounting, but is not recorded in the governmental funds until due and payable with current financial resources. This is the net increase in Charter Schools Referendum Settlement | 25,141 |
| Change in net position of governmental activities | $ 170,235 |

**The accompanying notes to the basic financial statements are an integral part of this Statement.**

**STATEMENT OF NET POSITION**
**PROPRIETARY FUNDS**
**AS OF JUNE 30, 2025**
**(in thousands)**

| | INTERNAL SERVICE FUNDS |
|---|---|
| **ASSETS:** | |
| **Current assets:** | |
| Equity in pooled cash and investments | $ 2,136 |
| Inventories | 11 |
| Other assets | 24 |
| **Total current assets** | 2,171 |
| **Noncurrent assets:** | |
| Furniture and equipment (net of accumulated depreciation) | - |
| **Total assets** | 2,171 |
| **LIABILITIES:** | |
| **Current liabilities:** | |
| Accounts payable and accrued expenses | 2,099 |
| **Total current liabilities** | 2,099 |
| **NET POSITION:** | |
| Unrestricted | 72 |
| **Total net position** | $ 72 |

**The accompanying notes to the basic financial statements are an integral part of this Statement.**

**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION**
**PROPRIETARY FUNDS**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | INTERNAL SERVICE FUNDS |
|---|---|
| **OPERATING REVENUES:** | |
| Charges for services | $ 104,409 |
| **Total operating revenues** | 104,409 |
| **OPERATING EXPENSES:** | |
| Personnel services | 61,453 |
| Other | 43,114 |
| **Total operating expenses** | 104,567 |
| **Operating income** | (158) |
| **NON-OPERATING REVENUE:** | |
| Interest and other | 9 |
| **Net income before transfers** | (149) |
| Transfers out | - |
| **Change in net position** | (149) |
| **Total net position (deficit), beginning of year** | 221 |
| **Total net position (deficit), end of year** | $ 72 |

**The accompanying notes to the basic financial statements are an integral part of this Statement.**

**STATEMENT OF CASH FLOWS**
**PROPRIETARY FUNDS**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | | INTERNAL SERVICE FUNDS |
|---|---|---|
| **CASH FLOWS FROM OPERATING ACTIVITIES:** | | |
| Cash received from District operating departments | $ | 104,385 |
| Cash payments for goods and services | | (42,989) |
| Cash payments to employees | | (61,850) |
| Net cash provided (used) by operating activities | | (454) |
| **CASH FLOWS FROM INVESTING ACTIVITIES:** | | |
| Interest received on investments | | 9 |
| **Net increase (decrease) in cash, cash equivalents and investments** | | (445) |
| **CASH, CASH EQUIVALENTS AND INVESTMENTS:** | | |
| **Beginning of year** | | 2,581 |
| **End of year** | $ | 2,136 |
| **RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:** | | |
| Operating income | $ | (158) |
| Adjustments to reconcile operating income to net cash used by operating activities: | | |
| Change in assets and liabilities: | | |
| Decrease in inventory, prepaids & other assets | | 6 |
| Decrease in accounts payable and accrued expenditures | | (278) |
| **Net cash provided (used) by operating activities** | $ | (454) |

**The accompanying notes to the basic financial statements are an integral part of this Statement.**

**STATEMENT OF FIDUCIARY NET POSITION**
**FIDUCIARY FUNDS**
**AS OF JUNE 30, 2025**
**(in thousands)**

| | CUSTODIAL FUND |
|---|---|
| **ASSETS:** | |
| Equity in pooled cash and investments | $ 13,366 |
| Cash and cash equivalents | 10,978 |
| **Total assets** | 24,344 |
| **LIABILITIES:** | |
| Accounts payable and accrued expenses | 659 |
| **Total liabilities** | 659 |
| **NET POSITION:** | |
| Restricted for | |
| Student organizations | 23,685 |
| **Total net position** | $ 23,685 |

**The accompanying notes to the basic financial statements are an integral part of this Statement.**

**STATEMENT OF CHANGES IN FIDUCIARY NET POSITION**
**FIDUCIARY FUNDS**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | CUSTODIAL FUND |
|---|---|
| **ADDITIONS** | |
| Student Group Collections | $ 105,550 |
| **DEDUCTIONS** | |
| Student Group Disbursements | 105,432 |
| **Change in fiduciary net position** | 118 |
| **Total net position (deficit), beginning of year** | 23,567 |
| **Total net position (deficit), end of year** | $ 23,685 |

**The accompanying notes to the basic financial statements are an integral part of this Statement.**

# Broward County Public Schools



***Educating Today's Students***
***To Succeed in Tomorrow's World***

## 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The School Board of Broward County, Florida (the District) has direct responsibility for operation, control, and supervision of schools in Broward County and is considered a primary government for financial reporting purposes. The financial statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The general operating authority of the District and the Superintendent is contained in chapters 1000 through 1013, Florida Statutes. Pursuant to Section 1010.01, Florida Statutes, the Superintendent of Schools is responsible for keeping records and accounts of all financial transactions in the manner prescribed by the State Board of Education. The District's significant accounting policies are described below.

### A. FINANCIAL REPORTING ENTITY

The District was created by the State Constitution and is part of the state system of public education operated under the general direction and control of the State Board of Education. Established in 1915, the District is governed by nine elected board members (the Board). The appointed Superintendent of Schools is the executive officer of the District. The District has taxing authority and provides elementary, secondary and vocational education services to the residents of Broward County, Florida (Broward County).

Criteria for determining if other entities are potential component units that should be reported within the District's basic financial statements are identified and described in the GASB *Codification of Governmental Accounting and Financial Reporting Standards*, Section 2100. The application of these criteria provides for identification of any entities for which the District is financially accountable and other organizations that the nature and significance of their relationship with the District are such that exclusion would cause the District's basic financial statements to be misleading or incomplete.

Based on the application of these criteria, District management has determined that the component units reportable with the accompanying basic financial statements are the Broward School Board Leasing Corporation (the Corporation), the Broward Education Foundation (the Foundation) and 88 charter schools.

***Blended Component Units –*** The Corporation was formed to facilitate financing for the acquisition of facilities and equipment as further discussed in Note 11 of the Notes to the Financial Statements. Due to the substantive economic relationship between the District and the Corporation, the financial activities of the Corporation are included in the accompanying basic financial statements. Separate financial statements for the Corporation are not published.

***Discretely Presented Component Units –*** The Foundation, a non-profit direct-support organization of the District, is included as a discretely presented component unit in the accompanying basic financial statements. The purpose of the Foundation is exclusively educational and charitable, namely, to receive, hold, invest, and administer property and to make expenditures for the benefit of the District. In addition, the Foundation is fiscally dependent on the District to provide financial support for its ongoing operating expenses.

Additionally, in accordance with Section 1002.33, Florida Statutes, district school boards are authorized to approve charter school applications. Charter schools are public schools operating under a performance contract with the local school district and are fiscally dependent on the District for a majority of their funding. Revenues such as Florida Education Finance Program (FEFP), State Categoricals and other State and Federal revenue sources are received by the District on behalf of the charter schools and then remitted to them. As such, charter schools are funded on the same basis and are subject to the same financial reporting requirements as the District. Additionally, all students enrolled in charter schools are included in the District's total enrollment. There were 88 operating charter school sites in the 2025 fiscal year. All of the charter schools are considered component units of the District or another legal entity. For financial reporting

purposes, 88 of the charter schools are included in the basic financial statements of the District as discretely presented component units.

The component units beginning net position does not agree to prior year ending net position on the Statement of Net Position because availability of financial information for individual charter schools varies from year to year. The 2025 fiscal year net position at the beginning of the year decreased by $3.0 million from $152.0 million to $149.0 million. The accompanying basic financial statements include the operations of the District, the Corporation, the Foundation, and the 88 charter schools. The District is independent of and is not financially accountable for any other local governmental units or civic entities other than those mentioned above. The Foundation and charter schools are presented as discrete component units in the government-wide presentation.

## B. MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. The basis of accounting refers to when revenues and expenditures/expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurement made, regardless of the measurement focus applied.

***Government-Wide Financial Statements*** – The Government-Wide Financial Statements are prepared under the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash transaction takes place. Non-exchange transactions, in which the District gives or receives value without directly receiving or giving value in exchange, include property taxes, grants, entitlements and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants, entitlements and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

The Statement of Net Position and the Statement of Activities present financial information about the District's governmental and business-type activities. These statements include the financial activities of the government in its entirety, except for those that are fiduciary, and distinguish between the District's governmental and business-type activities. Governmental activities, which normally are supported by taxes and inter-governmental revenues, are reported separately from business-type activities, which are generally supported by fees charged. The District currently does not have any business-type activities.

The Statement of Net Position includes all assets and deferred outflows and liabilities and deferred inflows of the District. The Statement of Activities presents a comparison between the direct expenses and program revenues of the District. Direct expenses are those that are specifically associated with a program or function and therefore, are clearly identifiable to a particular function.

Amounts reported as program revenues include: 1) charges to students for tuition fees, rentals, materials, supplies, or services provided, 2) operating grants and contributions, and 3) capital grants and contributions. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

The District eliminates from the Statement of Net Position and the Statement of Activities most interfund receivables and payables and transfers between funds as well as the transactions associated with its Internal Service Funds to minimize the effect of double counting. However, direct expenses are not eliminated from the various functional categories.

***Fund Financial Statements*** – Governmental fund financial statements are prepared using the current financial resource measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, expenditures are generally recognized when the related fund liability is incurred. The main exceptions to this general rule are interest and principal on long-term debt, including lease

liabilities, as well as expenditures related to compensated absences, pension obligation, self-insured claims, and other postemployment benefits, which are recognized when due, unless funds have been set aside in the debt service funds for repayments. General capital asset acquisitions, including entering into contracts giving the District the intangible right-to-use assets, are reported as expenditures in governmental funds. Issuance of long-term debt and financing through leases are reported as other financing sources. Allocations of cost, such as depreciation, are not recognized in governmental funds.

Revenues can be classified into two kinds of transactions: (a) exchange and exchange-like transactions, in which each party receives and gives up essentially equal value and (b) non-exchange transactions, in which a government gives (or receives) value without directly receiving (or giving) equal value in exchange.

Revenue resulting from exchange transactions is recorded on the modified accrual basis when the exchange takes place, if available.

Revenues resulting from non-exchange transactions are further classified into (a) derived tax revenues, (b) imposed non-exchange revenues, (c) government-mandated non-exchange transactions, and (d) voluntary non-exchange transactions. Derived tax revenues (e.g., sales taxes) are recorded when the transaction occurs. Imposed non-exchange transactions (e.g., property taxes) are recorded when the use of the resource is required or first permitted by time requirement (e.g., property taxes, the period for which they are levied). Government-mandated and voluntary non-exchange transactions (e.g., Federal mandates, grants, and donations) are recorded when all eligibility requirements have been met and the item is susceptible to accrual.

When applying the "susceptible to accrual" concept under the modified accrual basis, revenues are recognized when they become measurable and available. Measurable means the amount of the transaction can be determined. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met if available. The District considers all revenues except grant revenues to be available if they are collected within 60 days of the end of the current fiscal period. Grant revenues are considered available if collected within 6 months of the end of the current fiscal period.

The Proprietary fund financial statements are prepared under the economic resources measurement focus and the accrual basis of accounting.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the District's internal service funds are for graphics and printing, maintenance services and facility construction management provided to other funds. Operating expenses for the internal service funds include salaries, employee benefits, purchased services, supplies, materials, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Fiduciary (Custodial) funds are prepared under the economic resources measurement focus and the accrual basis of accounting.

The fund statements provide information about the District's funds, including fiduciary funds. Separate statements for each fund category – governmental, proprietary, and fiduciary – are presented. The emphasis of fund financial statements is on major governmental and enterprise funds rather than reporting funds by type. Each major fund is reported in a separate column. Non-major funds are aggregated and reported in a single column. Currently, the District does not have any funds classified as enterprise funds. The District reports the following major funds:

GENERAL FUND

The General Fund is the primary operating fund of the District. The General Fund is used to account for all financial resources not required to be accounted for in another fund, and for certain revenues from the State that are legally restricted to be expended for specific current operating purposes.

FEDERAL EDUCATION STABILIZATION FUNDS

These funds are used to account for funding provided through (1) CARES Act: ESSER I Fund, (2) CRRSA Act: ESSER II Fund, and (3) ARP Act: ARP ESSER and ARP Other Funds. Direct funding provided to Local Educational Agencies (LEAs) for the purpose of addressing the impact that the COVID-19 pandemic has had, and continues to have, on elementary and secondary schools in Florida, including K-12 education, workforce education, and voluntary prekindergarten education. These funds are intended to provide emergency relief to ensure school districts are equipped to provide instructional services despite the challenges caused by COVID-19 and to assist students who have fallen behind as a result of the pandemic.

CERTIFICATE OF PARTICIPATION (COP) SERIES DEBT SERVICE FUNDS

These funds are used to account for the accumulation of resources for the payment of debt principal, interest, and related costs on the long-term certificates of participation series.

LOCAL MILLAGE CAPITAL IMPROVEMENT FUNDS

These funds are used to account for financial resources received from millage to be used for maintenance and other educational capital needs, including new construction, renovation, and remodeling projects.

OTHER CAPITAL PROJECTS FUNDS

These funds are used to account for financial resources that are not already captured in one of the other capital outlay funds. This includes, proceeds from certificates of participation, proceeds from capital equipment leases, school impact fees revenues, and also includes School Safety/School Hardening Grant proceeds from the State of Florida.

The District also reports the following additional fund types:

PROPRIETARY FUNDS – INTERNAL SERVICE FUNDS

Internal Service Funds are used to account for the financing of goods or services provided by one department to another on a cost reimbursement basis. These funds are used to account for printing and other services provided to other District funds. Proprietary funds are included in the governmental activities in the government-wide financial statements.

FIDUCIARY FUND – CUSTODIAL FUND

This fund is used to account for resources of each school's internal fund, which is used to administer monies collected at the schools in connection with school, student athletics, classes, and club activities.

## C. DEPOSITS AND INVESTMENTS

The District maintains an accounting system in which substantially all general District cash, investments, and accrued interest are recorded and maintained in a separate group of accounts. All such cash and investments are reflected as "Equity in Pooled Cash and Investments" in each fund in the accompanying financial statements. Investment income is allocated based on the weighted average balances of each fund's Equity in Pooled Cash and Investments.

Cash includes amounts in demand and time accounts as well as cash on hand. For purposes of the statement of cash flows, cash and cash equivalents also include highly liquid investments with an original maturity of three months or less at time of purchase.

The District currently holds investments in two short-term external accounts: 1) Florida Public Assets for Liquidity Management (FL PALM), which the FL PALM indicates is a Securities and Exchange Commission Rule 2a7-like external investment pool, as of June 30, 2025, is similar to money market funds in which shares are owned in the fund rather than the underlying investments, and 2) The Local Government Surplus Funds Trust Fund (Trust Fund or Fund) administered by the State Board of Administration (Board) was created in 1977, is governed by Part IV of Chapter 218, Florida Statutes, titled Investment of Local Government Surplus Funds, and is now known as Florida PRIME. These amounts are reported at amortized cost which approximates fair value.

Investments are stated at fair value as determined from quoted market prices. Funds are invested in various instruments allowed by the District's investment policy and by Florida Statutes, including money market funds and bank certificates of deposit.

Types and amounts of investment held at fiscal year-end are described in a subsequent note.

## D. INVENTORIES AND PREPAIDS

Inventories consist of expendable supplies held for consumption in the course of the District's operations. Inventories are stated at cost, as determined on a first-in, first-out basis, or a moving weighted average cost basis. United States Department of Agriculture commodities received from the Federal Government are recorded at the unit rate established by the Federal Government. This inventory is accounted for under the consumption method, and as such, is recorded as an expenditure when used.

Prepaid expenses are recognized when the goods or services are purchased but not consumed at year-end. The expenditure is recorded when the asset is used.

## E. CAPITAL ASSETS

Capital assets are tangible and intangible assets, which include property, plant, equipment, land, and land improvements are reported in the government-wide financial statements and in the proprietary fund financial statements. Capital assets, which the District defines as those with an initial useful life of more than one year and costing more than $1,000 for furniture and equipment, audio visual equipment, and motor vehicles; $5,000 for land, buildings and fixed equipment, land improvements other than buildings; $100,000 for intangible assets including computer software and right-to-use lease assets. Such assets are recorded at historical cost or at estimated historical cost if the actual historical cost is not available (except for intangible right-to-use lease assets, the measurement of which is discussed below in subsection I. LEASES). Donated capital assets are recorded at acquisition value at the date of donation. Land, land improvements, construction in progress, and broadcast license intangible are not depreciated. Other capital assets used in operations are depreciated/amortized using the straight-line method over their estimated useful lives.

The estimated useful lives are as follows:

| Description | Estimated Useful Lives |
|---|---|
| Land improvements | 15 to 35 years |
| Buildings and fixed equipment | 7 to 50 years |
| Right-to-use lease assets | 5 to 20 years |
| Furniture, fixtures, and equipment | 5 to 20 years |
| Audio visual | 5 years |
| Computer software | 5 years |
| Motor vehicles | 10 to15 years |

Depreciation expense on school buses has been allocated to the student transportation services function on the government-wide Statement of Activities. All other depreciation/amortization expense has been ratably allocated to the various expense functions based on an analysis of the use of each room in the District and its relative square footage. When capital assets are sold or retired, the related cost and accumulated depreciation are removed from the accounts and the resulting gain or loss is reflected in the results of operations in the government-wide statements and in the proprietary fund financial statements.

The District is required annually to evaluate prominent events or changes in circumstances affecting capital assets to determine whether impairment of a capital asset has occurred. Such events or changes in circumstances that may be indicative of impairment include evidence of physical damage, enactment or approval of laws or regulations or other changes in environmental factors, technological changes or evidence of obsolescence, changes in manner or duration of use of a capital asset, and construction stoppage. A capital asset is considered impaired when its service utility has declined significantly and unexpectedly. Based on these criteria, there was no impairment recognized in the 2025 fiscal year.

## F. REVENUE

***State Revenue Sources –*** Revenues from state sources for current operations are primarily from the Florida Education Finance Program (FEFP), administered by the Florida Department of Education (FDOE), under the provisions of Section 1011.62, Florida Statutes. The District files reports on full time equivalent (FTE) student membership with the FDOE. The FDOE accumulates information from these reports and calculates the allocation of FEFP funds to the District. After review and verification of FTE reports and supporting documentation, the FDOE may adjust subsequent fiscal period allocations of FEFP funding for prior year errors disclosed by its review. Normally, such adjustments are treated as reductions of revenue in the year the reduction is made.

The District receives revenue from the State to administer certain categorical educational programs. State Board of Education rules require that revenue earmarked for these programs be expended only for the program for which the money is provided and require that the money not expended as of the close of the fiscal year be carried forward into the following year to be expended for the same categorical educational programs. These funds are described as “restricted for categorical carryover programs” in the Statement of Net Position and the Governmental Funds Balance Sheet. The revenues for FEFP and categorical programs are recognized in the period in which the funds are available for use, when all eligibility requirements have been met, and when the funds are available.

From the Public Education Capital Outlay and Debt Service Trust Fund (PECO), the State allocates funding on an annual basis. Funds are used for maintenance, repair, renovation, and remodeling. In recent years, 100 percent of K-12 district funding was for charter schools. The State allocates from the General Revenue Fund the School Hardening Grant Program to improve the physical security of school buildings. Funds may only be used for capital outlay purposes and are allocated based on approved applications annually. From motor vehicle license revenues, the State collects and remits annually to the district Capital Outlay and Debt Services funds (CO&DS). Funds are for capital outlay purposes.

***Educational Impact Fees –*** Broward County imposes an educational impact fee based on an ordinance adopted by the County Commission in 1982. This ordinance was most recently amended in May 2020 when Ordinance 2020-22 established revisions to the educational impact fees. The educational impact fee is collected for most new residential development by the County and each municipality within the County based on an interlocal agreement. A new interlocal agreement was entered on September 2020 providing additional clarity on expending school impact fees. The fees are to be used solely for the acquisition of school sites or the provision of facilities to the public educational system necessitated by new residential development and are not to be used to pay new or existing debt for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential development. The authorized uses primarily include needed school facilities including, but are not limited to, acquiring new school sites; construction of new schools; classroom additions; addition to core capacities; and acquiring technology by the growth necessitated by new residential development.

***Property Taxes*** – In the fund financial statements, property tax revenue is recognized when levied for, and available, which is when received, except at year end when revenue is accrued for taxes collected by the Broward County Revenue Collector as of fiscal year end but remitted to the District within 60 days subsequent to fiscal year end. Any delinquent taxes expected to be collected in the subsequent fiscal year are accrued for and reported as unavailable revenue at year-end. Delinquent taxes collected in subsequent periods are recognized as revenue during the fiscal year in which they are received. In the government-wide financial statements, property tax revenue is recognized when levied for, net of allowance for estimated uncollectible amounts. Accordingly, uncollected, but earned, property tax revenue, net of uncollectible amounts, represent a reconciling item between the fund and government-wide presentation.

***Federal Revenue Sources*** – The District receives Federal awards for the enhancement of various educational programs. Federal awards are generally awarded based on applications submitted to, and approved by, various granting agencies. For Federal awards for which a claim to these grant proceeds is based on incurring eligible expenditures, revenue is recognized to the extent that eligible expenditures have been incurred, at the government-wide level and if incurred and available in the governmental funds.

## G. UNEARNED/UNAVAILABLE REVENUE

Resources that do not meet revenue recognition requirements (not earned) are recorded as unearned revenue in the government-wide and the fund financial statements. In addition, amounts related to government fund receivables that are measurable, but not available are recorded as unavailable revenue in the governmental fund financial statements.

## H. LONG-TERM OBLIGATIONS

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the Statement of Net Position. Debt premiums and discounts and deferral amounts on refunding are deferred and amortized over the life of the bonds using the effective interest method, or the straight-line method if it does not differ materially from the effective interest method. Debt payable is reported net of the applicable debt premium or discount. Debt issuance costs are expensed when incurred. Deferred gains (losses) on refundings are reported as deferred outflows or inflows of resources.

In the fund financial statements, governmental fund types recognize debt premiums and discounts and prepaid insurance costs during the current period. The face amount of the debt issues is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Debt issuance costs, whether or not withheld from the actual debt proceeds received and principal payments, are reported as debt service expenditures.

## I. LEASES

The District is a lessee for a noncancellable leases of buildings and fixed equipment. The District recognizes a lease liability and an intangible right-to-use lease asset in the government-wide financial statements. Lease liabilities are recognized with an initial, individual value of $100,000 or more.

At the commencement of a lease, the District initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion as lease payments are made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for any payments made at or before the lease commencement date, plus certain direct costs. The lease asset is amortized on a straight-line basis over the shorter of the lease term or the useful life of the underlying asset.

Key estimates and judgments related to leases include how the District determines 1) the discount rate it uses to discount the expected lease payments to present value, 2) lease term, and 3) lease payments.

- The District uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the District generally uses its estimated incremental borrowing rate as the discount rate for leases.

- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the District is reasonably certain to exercise.

The District monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

## J. COMPENSATED ABSENCES

Compensated absences are salary related payments to employees for accumulated vacation and sick leave. These amounts also include the related employer's share of Social Security and Medicare and retirement contributions. They are recorded as expenditures when used or are accrued as a payable to employees who are entitled to cash payment in lieu of taking leave. District employees may accumulate unused sick leave without limitation and unused vacation up to a specified amount depending on their date of hire. Vacation leave is payable to employees upon termination or retirement at the current rate of pay on the date of termination or retirement. Sick leave is payable to employees upon retirement at the rate of pay in effect at the time the leave is earned. The number of days payable is subject to limitations as set forth in District policies.

The government-wide financial statements report long-term liabilities or obligations that are expected to be paid in the future. Long-term liabilities reported include vested vacation and sick pay benefits and an estimate for anticipated non-vested sick pay benefits. The current portion represents the estimated terminal sick-leave amount that is due to, and has not been paid out to, employees who have retired on or prior to June 30, 2025.

The non-current portion (the amount estimated to be used in subsequent fiscal years) is maintained separately and represents a reconciling item between the fund financial statements and government-wide financial statements. The District implemented GASB Statement No. 101 in the current year and it is reflected in Note 12.

## K. SELF-INSURANCE

The District is self-insured for portions of its general and automobile liability insurance, workers' compensation, and health insurance. The estimated liability for self-insured risks represents an estimate of the amount to be paid on claims reported and on claims incurred but not reported (see Note 17 of the Notes to the Basic Financial Statements). For the governmental funds, in the fund financial statements, the liability for self-insured risks is considered long-term and therefore, is not a fund liability (except for any amounts due and payable at year end) and represents a reconciling item between the governmental fund level and government-wide presentations.

## L. FUND BALANCE

Fund balance is the difference between fund assets and liabilities in the governmental fund financial statements that are based on the modified accrual basis of accounting. GASB Statement No. 54 (GASB 54), *Fund Balance Reporting and Governmental Fund Type Definitions*, provides for two major fund balance classifications: nonspendable and spendable. Nonspendable fund balance includes amounts that cannot be spent because they are not expected to be converted to cash or they are legally or contractually required to remain intact. Examples of nonspendable fund balance include inventory, prepaid items, and the principal (corpus) of a permanent fund. The District has classified inventory and prepaids as nonspendable.

GASB 54 provides for four categories of the spendable fund balance classification based on the level of constraint placed on the use of those resources:

- Restricted fund balance includes amounts on which constraints have been placed by creditors, grantors, contributors, laws or regulations of other governments, constitutional provisions or enabling legislation.

- Committed fund balance includes resources constrained to a specific purpose by the District's highest level of decision-making authority, the School Board. This formal action is completed through a Board resolution. These items cannot be used for any other purpose unless the Board takes action to remove or change the constraint through the same formal action of a Board resolution.

- Assigned fund balance represents amounts that are constrained by the District's intent to be used for specific purposes but are neither restricted nor committed. Under the provisions of Section 1001.51, Florida Statutes, Duties and Responsibilities of District School Superintendent, the superintendent is delegated certain financial authority. The District's management can assign fund balance based on Board direction.

- Unassigned fund balance in the General Fund includes the remaining fund balance, or net resources, available for any purpose. A negative unassigned fund balance may be reported in other governmental funds if expenditures incurred for specific purposes exceeded the amounts restricted, committed, or assigned to those purposes.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed.

In addition, the District has amended adopted Board Policy 3111 on 07/23/2024. The new Board Policy 3510 provides the Superintendent will plan to attain a General Fund ending fund balance, in the assigned

and unassigned General Fund balances, of five percent (5%) of the total annual General Fund operating revenues; that includes three percent (3%) in the unassigned fund balance.

Once the General Fund ending fund balance in the assigned and unassigned fund balances reaches the five percent (5%) level, it must be maintained at that level. Subsequently, if the General Fund ending fund balance is projected to fall below five percent (5%) of the total General Fund revenues during any current fiscal year, then the Superintendent shall provide the School Board with written notification.

Pursuant to Section 1011.051, Florida Statutes:

- If at any time the portion of the General Fund's ending fund balance in the assigned and unassigned fund balances falls below three percent (3%) of the total annual General Fund operating revenues during the current fiscal year, the Superintendent shall provide written notification to the School Board and the Commissioner of Education. If such financial condition exists for two (2) consecutive fiscal years, the Superintendent shall reduce the School District's administration expenditures reported pursuant to Section 1010.215(4), Florida Statutes, in proportion to the reduction in the General Fund's ending balance or the reduction in student Enrollment, whichever is greater.

- If at any time the portion of the General Fund's ending fund balance in the assigned and unassigned fund balances falls below two percent (2%) of the projected General Fund revenues during the current fiscal year, the Superintendent shall provide written notification to the School Board and the Commissioner of Education.

For Capital Projects Fund reserve, the Superintendent will plan to attain a contingency balance of not less than ten percent (10%) of the current fiscal year's estimated capital improvement tax revenues. The Capital Projects contingency fund shall not be utilized without the School Board's prior approval.

**M. NET POSITION**

In the Statement of Net Position, assets, plus deferred outflows of resources, less liabilities, less deferred inflows of resources, equals net position on the government-wide and proprietary fund financial statements that are based on the accrual basis of accounting. Net position is displayed in three components:

- The Net Investment in Capital Assets component of net position consists of capital assets (net of accumulated depreciation) and deferred outflow of resources for losses on refunding transactions, reduced by the outstanding balance of debt related to the acquisition or construction of those assets and deferred inflow of resources for gains on refunding transactions.

- The Restricted component of net position consists of restricted net assets (where constraints on their use are: 1) externally imposed by creditors, grantors, contributors or laws or regulations of other governments, or 2) imposed by law through constitutional provisions or enabling legislation), reduced by liabilities and deferred inflows of resources related to those assets.
- The Unrestricted component of net position (deficit) consists of the net amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of the other two components of net position.

When both restricted and unrestricted assets are available for a specific purpose, it is the District's policy to use restricted assets first, until exhausted, before using unrestricted resources. Further descriptions of the components of net position are addressed in Note 19 of the Notes to the Basic Financial Statements.

## N. MANAGEMENT'S USE OF ESTIMATES

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, deferred inflows and outflows, contingent assets and liabilities disclosed at the date of the financial statements, and the reported amount of revenues and expenses/expenditures during the reporting period. Actual results could differ from those estimates.

## O. DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

In addition to assets, the Statement of Net Position has a separate section for deferred outflows of resources. The separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to future periods and will not be recognized as an outflow of resources (expense) until then. Deferred outflows of resources include deferred loss on refunding debt, pension actuarial adjustments, and OPEB actuarial adjustments.

In addition to liabilities, the Statement of Net Position has a separate section for deferred inflows of resources. The separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to future periods and will not be recognized as an inflow of resources (revenue) until that time. Deferred inflows of resources include deferred gain on refunding debt, pension actuarial adjustments, and OPEB actuarial adjustments.

A deferred loss/gain on refunding results from the difference in the carrying value of the refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded debt or new refunding debt. The deferred outflows/inflows of resources related to pensions and OPEB are discussed in subsequent notes.

## P. PENSIONS

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions and pension expense, information about the fiduciary net position of the Florida Retirement System (FRS) and Health Insurance Subsidy (HIS) pension plans, and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by the Plans and are recorded in the government-wide financial statements. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

## Q. IMPACT OF NEW ACCOUNTING PRONOUNCEMENTS

In June 2022, GASB issued Statement No. 101, *Compensated Absences*. This Statement became effective for fiscal year end June 30, 2025. This Statement establishes standards of accounting and financial reporting for (a) compensated absences and (b) associated salary-related payments, including certain defined contribution pensions and defined contribution other postemployment benefits (OPEB). The District implemented GASB Statement No. 101 in the current year and it is reflected in Note 12.

In December 2023, GASB issued Statement No. 102, *Certain Risk Disclosures*. This Statement will become effective for fiscal year end June 30, 2025. This Statement establishes financial reporting requirements for risks related to vulnerabilities due to certain concentrations or constraints. The requirements of this Statement apply to the financial statements of all state and local governments. This standard is not expected to impact the District's financial statements.

In April 2024, GASB issued Statement No. 103, *Financial Reporting Model Improvements*. This Statement will become effective for fiscal year end June 30, 2026. The objective of this Statement is to improve key

components of the financial reporting model. The purposes of the improvements are to (a) enhance the effectiveness of the financial reporting model in providing information that is essential for decision making and assessing a government's accountability and (b) address certain application issues identified through pre-agenda research conducted by the GASB. This standard is not expected to impact the District's financial statements.

In September 2024, GASB issued Statement No. 104, *Disclosure of Certain Capital Assets*. This statement will become effective for fiscal years beginning after June 15, 2025. This Statement requires certain types of capital assets to be disclosed separately in the capital assets note disclosures required by Statement 34. Lease assets recognized in accordance with Statement No. 87, Leases, and intangible right-to-use assets recognized in accordance with Statement No. 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements, should be disclosed separately by major class of underlying asset in the capital assets note disclosures. Subscription assets recognized in accordance with Statement No. 96, Subscription-Based Information Technology Arrangements, also should be separately disclosed. In addition, this Statement requires intangible assets other than those three types to be disclosed separately by major class. This Statement also requires additional disclosures for capital assets held for sale. A capital asset is a capital asset held for sale if (a) the government has decided to pursue the sale of the capital asset and (b) it is probable that the sale will be finalized within one year of the financial statement date. Governments should consider relevant factors to evaluate the likelihood of the capital asset being sold within the established time frame. This Statement requires that capital assets held for sale be evaluated each reporting period. Governments should disclose (1) the ending balance of capital assets held for sale, with separate disclosure for historical cost and accumulated depreciation by major class of asset, and (2) the carrying amount of debt for which the capital assets held for sale are pledged as collateral for each major class of asset. This standard is not expected to impact the District's financial statements.

Management of the District is still in the process of determining what effect, if any, the above Statements with an implementation date after June 2025 will have on the basic financial statements and related disclosures.

### R. ROUNDING

Due to rounding of whole numbers, some tables or schedules within the financial statements may not add to total.

## 2. DEPOSITS AND INVESTMENTS

Board Policy Number 3110, a comprehensive investment policy pursuant to Section 218.415, Florida Statutes, establishes permitted investments, asset allocation limits and issuer limits, credit ratings requirements and maturity limits to protect the District's cash and investment assets. The policy's main objectives are geared to maintaining the safety of principal, liquidity, and return on investment.

**Cash and Cash Equivalents:**

As of June 30, 2025, the carrying amount of the District's bank deposit account was $63 million. Banks qualified as public depositories under the Florida Security for Public Deposits Act as required by Chapter 280, Florida Statutes, all deposits.

Cash equivalents consist of amounts placed with Bank of America, FL PALM, and Florida PRIME.

Funds can be invested in non-negotiable interest-bearing time certificates of deposit or savings accounts in banks organized under the laws of this state and/or in National Banks organized by the laws of the United States and doing business and situated in the State of Florida, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes. A maximum of 25 percent of available funds may be invested in non-negotiable interest-bearing time certificates of deposit. A maximum of

15 percent of available funds may be deposited with any one issuer. The maximum maturity on any certificate is one year from the date of purchase.

Cash and investments at June 30, 2025, are shown below (in thousands):

| | Governmental Funds | Internal Service Funds | Total Government-Wide | Custodial Fund |
|---|---|---|---|---|
| Total Investments measured at fair value level | $ 955,088 | $ 2,010 | $ 957,098 | $ 13,379 |
| Total Non-Negotiable - Certificates of Deposit | 52,149 | (2) | 52,147 | - |
| Total Money Market | 20,348 | 43 | 20,391 | - |
| Total Demand Deposits | 40,256 | 85 | 40,341 | 10,965 |
| Total Cash, Cash Equivalents and Investments | $ 1,067,841 | $ 2,136 | $ 1,069,977 | $ 24,344 |

**Fair Value:**

In February 2015, GASB issued Statement No. 72, addressing the accounting and financial reporting issues related to fair value measurements. GASB No. 72 defines fair value as the price that would be received to sell an asset. The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets; Level 2 inputs are based on other significant observable inputs such as indices for fixed income bonds and quoted prices for similar assets in markets that are not active. As of June 30, 2025, the District did not have any Level 3 investments.

In accordance with GASB No.79, the Bank of America Money Market Funds, FL PALM, and Florida PRIME accounts meet the necessary criteria and report their investments at amortized cost. Therefore, the pool participants do not need to adjust the investments to fair value.

As of June 30, 2025, the District has the following recurring fair value measurements (in thousands):

| | | Fair Value Measurement Using | |
|---|---|---|---|
| | Total Assets 6/30/2025 | Quoted Prices in Active Markets for Identical Assets (Level 1) | Significant Other Observable Inputs (Level 2) |
| Investments by fair value level | | | |
| Asset-Backed Securities | $ 17,900 | $ - | $ 17,900 |
| Commercial Paper | 208,037 | - | 208,037 |
| Corporate Notes | 37,212 | - | 37,212 |
| Federal Agency (U.S. Government sponsored agencies): | | | |
| Fed Agency CMO/MBS | 12,368 | - | 12,368 |
| Fed Agency Coupon | 232,164 | - | 232,164 |
| Fed Agency Discount Notes | 48,844 | 48,844 | - |
| Municipal Bonds | - | - | - |
| U.S. Government Securities: | | | |
| Treasury Bonds/Notes | 413,952 | 413,952 | - |
| Total investments measured at fair value | $ 970,477 | $ 462,796 | $ 507,681 |

**Credit Risk:**

The District has adopted an investment policy that authorizes the District to participate in the Florida PRIME. The policy also authorizes the District to invest in interest-bearing time deposits or savings accounts, direct obligations of the United States Treasury, Federal Agencies, discount notes, and money market funds with the

highest credit quality rating from nationally recognized statistical rating organizations and registered with the Securities and Exchange Commission; State and/or local government taxable and/or tax exempt debt, general obligation and/or revenue bonds, rated at least "Aa" by Moody's and "AA" by Standard & Poor's for long term debt, or rated at least "MIG-2" by Moody's and "SP-2" by Standard & Poor's for short-term debt; and bankers acceptances issued by a domestic bank or a federally chartered domestic office of a foreign bank, which are eligible for purchase by the Federal Reserve System, at the time of purchase, the short term paper is rated, at a minimum, "P-1" by Moody's Investors Services and "A-1" by Standard & Poor's. Additionally, the bank shall not be listed with any recognized credit watch information service.

The Policy also authorizes the District to invest in commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and "A-1" by Standard & Poor's (prime commercial paper). Additionally, the company shall not be listed with any recognized credit watch information service. Corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long-term debt rating, at the time of purchase, at a minimum "Aa" by Moody's and a minimum long term debt rating of "AA" by Standard & Poor's.

As of June 30, 2025, the District's investment securities had the following ratings as shown in the chart below (in thousands):

| Investments | | Fair Value | Moody's or S & P Rating |
|---|---|---|---|
| Short term portfolio: | | | |
| Asset-Backed Securities | $ | - | |
| Commercial Paper | | 208,037 | A-1 |
| Corporate Notes | | 4,512 | AA to AAA |
| Federal Agency (U.S. Government sponsored agencies): | | | |
| Fed Agency CMO/MBS | | 12 | AA+ |
| Fed Agency Coupon | | 9,184 | AA+ |
| Fed Agency Discount Notes | | 48,844 | AAA |
| Municipal Bonds | | | |
| U.S. Government Securities: | | | |
| Treasury Bills | | - | |
| Treasury Bonds/Notes | | 19,272 | AA+ |
| Long term portfolio: | | | |
| Asset Backed Securities | | 17,900 | AA+ to AAA |
| Corporate Notes | | 32,700 | AA to AAA |
| Federal Agency (U.S. Government sponsored agencies): | | | |
| Fed Agency CMO/MBS | | 12,356 | AA+ to AAA |
| Fed Agency Coupon | | 222,980 | AA+ to AAA |
| Municipal Bonds | | - | |
| U.S. Government Securities: | | | |
| Treasury Bonds/Notes | | 394,680 | AA+ to AAA |
| Total Investments | $ | 970,477 | |

**Interest Rate Risk:**

The District manages its exposure to interest rate risk by forecasting cash outflows and inflows. To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Investments of current operating funds shall have maturities of no longer than twenty-four (24) months. According to the District's policy, securities may be purchased at a premium or traded for other securities to improve yield, maturity, or credit risk.

Investments of bond reserves, construction funds, and other non-operating funds (core funds) shall have a term appropriate to the need for funds and in accordance with debt covenants, but in no event shall exceed five (5) years.

The following table shows the District's portfolio weighted average maturity at June 30, 2025 (in thousands):

| Investments | Fair Value | Maturity | | |
|---|---|---|---|---|
| | | Less than 1 Year | 1 - 5 Years | Greater than 5 Years |
| Asset-Backed Securities | $ 17,900 | $ - | $ 17,900 | $ - |
| Commercial Paper | 208,037 | 208,037 | - | - |
| Corporate Notes | 37,212 | 4,512 | 32,700 | - |
| Federal Agency (U.S. Government sponsored agencies): | | | | |
| Fed Agency CMO/MBS | 12,368 | 12 | 12,356 | - |
| Fed Agency Coupon | 232,164 | 9,184 | 193,781 | 29,199 |
| Fed Agency Discount Notes | 48,844 | 48,844 | - | |
| Municipal Bonds | - | | - | - |
| U.S. Government Securities: | | | | |
| Treasury Bills | - | | - | - |
| Treasury Bonds/Notes | 413,952 | 19,272 | 232,384 | 162,296 |
| Total Investments | $ 970,477 | $ 289,861 | $ 489,121 | $ 191,495 |

The following table shows the District's portfolio effective duration at June 30, 2025:

| Investments | Effective Duration in Years |
|---|---|
| Asset-Backed Securities | 1.32 |
| Commercial Paper | 0.60 |
| Corporate Notes | 1.71 |
| Federal Agency (U.S. Government sponsored agencies): | |
| Fed Agency CMO/MBS | 1.49 |
| Fed Agency Coupon | 3.34 |
| Fed Agency Discount Notes | 0.02 |
| Municipal Bonds | |
| U.S. Government Securities: | |
| Treasury Bills | |
| Treasury Bonds/Notes | 3.72 |
| Average effective duration | 1.74 |

**Concentration of Credit Risk:**

The District's Investment policy has established asset allocation and issuer limits on the following investments, which are designed to reduce concentration of credit risk of the District's Investment Portfolio.

Asset-Backed Securities (ABS):

The Treasurer may invest in asset-backed securities (ABS) which are bonds or notes backed by financial assets. A maximum of 10 percent of available funds may be invested in ABS. A maximum of 5 percent of available funds may be invested with any one ABS. ABS shall be "AA" rated or better by Standard & Poor's or the equivalent by another nationally recognized rating agency. The maximum length to maturity for an investment in any ABS is ten (10) years from the date of purchase.

Commercial Paper:

The Treasurer may invest in commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and "A-1" by Standard & Poor's (prime commercial paper). If the commercial paper is backed by a letter of credit (LOC), the long-term debt of the LOC provider must be rated "A" or better by at least two (2) nationally recognized rating agencies. A maximum of 35 percent of available funds may be directly invested in prime commercial paper. The maximum length to maturity for prime commercial paper shall be 270 days from the date of purchase.

Corporate Notes:

The Treasurer may invest in Corporate Notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long-term debt rating, at the time of purchase, at a minimum "Aa" by Moody's and a minimum long term debt rating of "AA" by Standard & Poor's. A maximum of 25 percent of available funds may be invested in corporate notes. Only 5 percent may be invested with any one (1) issuer. The length of maturity shall be five (5) years from the date of purchase.

Federal Agency (U.S. Government sponsored agencies):

The Treasurer may invest in bonds, debentures, notes or callables issued or guaranteed by the United States Government sponsored Agencies (Federal Instrumentalities), which are non-full faith. A maximum of 80 percent of available funds may be invested in Federal Instrumentalities. A maximum of 40 percent may be invested in any one issuer. The maximum length to maturity for an investment is ten (10) years from the date of purchase.

Municipal Bonds:

The Treasurer may invest in state and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at least "Aa" by Moody's and "AA" by Standard & Poor's for long-term debt, or rated at least "MIG-2" by Moody's and "SP-2" by Standard & Poor's for short-term debt. A maximum of 20 percent of available funds may be invested in taxable and tax-exempt debts. A maximum length to maturity for an investment in any state or local government debt security is three (3) years from the date of purchase.

U.S. Government Securities:

The Treasurer may invest in negotiable direct obligations, or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. A maximum of 100 percent of available funds may be invested in these securities; the maximum length to maturity is ten (10) years from the date of purchase. These securities include but are not limited to: Cash Management Bills, Treasury Securities - State and Local Government Series (SLGS), Treasury Bills, Treasury Notes, Treasury Bonds, and Treasury Strips.

**Custodial Risk:**

Pursuant to Florida Statute 218.415 (10), securities, with the exception of certificates of deposit, are held with a third-party custodian, and all securities purchased by, and all collateral obtained by the District is properly designated as an asset of the District. The securities are held in an account separate and apart from the assets of the financial institution.

As of June 30, 2025, the District's investment portfolio was held by Principal Custody Solutions, a third-party custodian, as required by the School Board's investment policy.

## 3. DUE TO/FROM OTHER GOVERNMENTAL AGENCIES AND UNEARNED REVENUE

### Due To/From Other Governmental Agencies:

At June 30, 2025, the District's due to/from other governmental agencies balances are as follows (in thousands):

| | General Fund | Federal Education Stabilization Funds | Other Capital Projects Funds | Other Governmental Funds | Total |
|---|---|---|---|---|---|
| **Due From Other Governments:** | | | | | |
| Federal Government: | | | | | |
| Food Reimbursement | $ - | $ - | $ - | $ 1,780 | $ 1,780 |
| Miscellaneous Federal | - | | - | 8,646 | 8,646 |
| State Government: | | | | | |
| Miscellaneous State | 618 | - | - | 12,202 | 12,820 |
| Local Government: | | | | | |
| Taxes Receivable | 1,225 | - | - | - | 1,225 |
| Miscellaneous Local | 149 | - | 8,501 | 5,934 | 14,584 |
| Total due from other governmental agencies | $ 1,992 | $ - | $ 8,501 | $ 28,562 | $ 39,055 |
| **Due To Other Governments:** | | | | | |
| Florida Retirement System Contribution | $ 15,181 | $ - | $ - | $ - | $ 15,181 |

### Unearned Revenue:

Governmental funds and government-wide activities defer revenue recognition in connection with resources from exchange transactions that have been received, but not yet earned. At June 30, 2025, the various components of unearned revenue reported in the government-wide statements and the governmental funds were as follows (in thousands):

| | Unearned Revenue Government-Wide | Unearned Revenue Governmental Funds |
|---|---|---|
| Broward Educational Communications Network (BECON) | $ 200 | $ 200 |
| Grant proceeds | 7,188 | 7,188 |
| Local Capital Improvement | 1,985 | 1,985 |
| Total | $ 9,373 | $ 9,373 |

## 4. AD VALOREM TAXES

The District is authorized by Florida Statutes to levy property taxes for District operations, capital improvements and debt service. Property taxes consist of ad valorem taxes on real and personal property within the District. Property taxes are assessed by the Broward County Property Appraiser and are collected by the Broward County Revenue Collector who remits them to the District. The Board adopted the 2024 tax levy on September 10, 2024.

Property values are assessed as of January 1 of each year, and levied on November 1, at which time taxes become an enforceable lien on property. Such levy serves to finance expenditures of the following fiscal year. Tax bills are mailed in October and taxes are payable between November 1 of the year assessed and March 31 of the following year at discounts of up to four percent for early payment.

On April 1 of the year following the year of assessment, taxes become delinquent, and Florida Statutes provide for enforcement of collection of personal property taxes by seizure of the property to satisfy unpaid taxes and for enforcement of collection of real property taxes by the sale of interest-bearing certificates to satisfy unpaid taxes at any time after they become delinquent. The District recognizes revenue during the fiscal year following the year of assessment. Accordingly, substantially all the taxes assessed on January 1, 2024, have been recognized during the fiscal year ended June 30, 2025.

The following is a summary of millages and taxes levied on the final 2024 tax rolls for the fiscal year 2025 (dollars in thousands):

| | | Taxes | | |
|---|---|---|---|---|
| | Millages | Levied | Collected | Uncollected |
| General Fund | | | | |
| Non-voted School Tax: | | | | |
| Required Local Effort | 3.063 | $ 1,002,210 | $ 958,858 | $ 3,263 |
| Discretionary Local Effort | 0.748 | 244,745 | 234,158 | 797 |
| | 3.811 | $ 1,246,955 | $ 1,193,016 | $ 4,060 |
| Voted Tax: | | | | |
| Referendum | 1.000 | $ 327,199 | $ 313,009 | $ 1,101 |
| Capital Projects Funds | | | | |
| Non-voted School Tax: | | | | |
| Capital Improvements | 1.500 | $ 490,798 | $ 469,544 | $ 1,622 |
| Debt Service Funds | | | | |
| Voted Tax: | | | | |
| Debt Service | 0.155 | $ 50,552 | $ 48,365 | $ 165 |

The State Constitution limits the non-voted levying of taxes by the District to 10 mills ($10.00 per thousand of assessed valuation). State law prescribes the upper limit of non-voted taxes to be levied on an annual basis, with the fiscal year 2025, a limit being 5.31 mills, which includes up to 1.50 mills for the Capital Projects Funds. The voter approved levy for debt service is limited to 6.00 mills; for fiscal year 2025, the levy was 0.15 mills for Debt Service Funds and 1.00 mills for the Referendum Fund.

The total assessed value for calendar year 2024, on which the fiscal 2025 levy was based, was approximately $327.2 billion, which is subject to change based upon appeals to the Broward County Value Adjustment Board. The Broward County Revenue Collector is not required by law to make an accounting to the District of the difference between taxes levied and taxes collected. The State required the District to budget at a 96 percent collection rate. The actual property taxes collected or accrued for fiscal year 2025 were 95.67 percent of the taxes levied.

## 5. CAPITAL ASSETS

A summary of changes in capital assets is as follows (in thousands):

| | Balance 06/30/2024 | Additions | Deletions | Transfers | Balance 06/30/2025 |
|---|---|---|---|---|---|
| **Primary Government:** | | | | | |
| Capital assets not being depreciated: | | | | | |
| Land | $ 227,133 | $ - | $ (29) | $ - | $ 227,104 |
| Land improvements | 134,023 | - | - | 30 | 134,053 |
| Construction in progress | 745,110 | 241,016 | - | (226,732) | 759,394 |
| Broadcast license intangible | 3,600 | - | - | - | 3,600 |
| Total capital assets not being depreciated | 1,109,866 | 241,016 | (29) | (226,702) | 1,124,151 |
| Other capital assets: | | | | | |
| Land improvements | 371,439 | 10,889 | - | 2,104 | 384,432 |
| Buildings and fixed equipment | 4,263,138 | 51,531 | - | 224,598 | 4,539,267 |
| Furniture, fixtures, and equipment | 378,562 | 26,718 | (20,814) | - | 384,466 |
| Audio visual | 577 | - | (35) | - | 542 |
| Motor vehicles: | | | | | |
| Buses | 132,310 | 21,292 | (11,789) | - | 141,813 |
| Other | 29,758 | 2,870 | (1,098) | - | 31,530 |
| Computer software | 62,027 | 4,448 | - | - | 66,475 |
| Intangible right-to-use assets | 3,102 | - | - | - | 3,102 |
| Total other capital assets at historical cost | 5,240,913 | 117,748 | (33,736) | 226,702 | 5,551,627 |
| Less accumulated depreciation/amortization for: | | | | | |
| Land improvements | (228,178) | (9,291) | | - | (237,469) |
| Buildings and fixed equipment | (2,125,589) | (119,285) | - | - | (2,244,874) |
| Furniture, fixtures, and equipment | (295,371) | (28,517) | 20,343 | - | (303,545) |
| Audio visual | (575) | (2) | 35 | - | (542) |
| Motor vehicles: | | | | | |
| Buses | (81,172) | (10,023) | 11,602 | - | (79,593) |
| Other | (21,030) | (2,119) | 1,098 | - | (22,051) |
| Computer software | (59,107) | (1,620) | - | - | (60,727) |
| Intangible right-to-use assets | (1,503) | (501) | - | - | (2,004) |
| Total accumulated depreciation/amortization* | (2,812,525) | (171,358) | 33,078 | - | (2,950,805) |
| Total other capital assets, net | 2,428,388 | (53,610) | (658) | 226,702 | 2,600,822 |
| Total primary government, net | 3,538,254 | 187,406 | (687) | - | 3,724,973 |
| **Internal Service fund:** | | | | | |
| Machinery and equipment | 112 | - | (85) | - | 27 |
| Accumulated depreciation* | (112) | - | 85 | - | (27) |
| Total Internal service fund, net | - | - | - | - | - |
| Total capital assets, net | $ 3,538,254 | $ 187,406 | $ (687) | $ - | $ 3,724,973 |

*Depreciation/amortization expense was recorded in the following governmental functions:

| | |
|---|---|
| Instructional services | $ 119,355 |
| Instructional support services | 17,844 |
| Student transportation services | 11,088 |
| Operation and maintenance of plant | 8,744 |
| School administration | 4,211 |
| General administration | 2,501 |
| Food services | 7,615 |
| Total depreciation/amortization expense | $ 171,358 |

## 6. INTERFUND TRANSACTIONS

**Interfund Transfers**. A summary of interfund transfers for the fiscal year ended June 30, 2025, is as follows (in thousands):

| | Transfers In | | | | |
|---|---|---|---|---|---|
| Transfers Out | General Fund | COP Series Debt Service Funds | Other Capital Projects Funds | Other Governmental Funds | Total |
| General Fund | $ - | $ - | $ 1,158 | $ 64 | $ 1,222 |
| Local Millage Capital Improvement Funds | 199,209 | 163,446 | - | 7,998 | 370,653 |
| Other Capital Projects Funds | 31,055 | 14,622 | - | - | 45,677 |
| Total Primary Government | $ 230,264 | $ 178,068 | $ 1,158 | $ 8,062 | $ 417,552 |

Transfers to the General Funds relate primarily to funding of maintenance and repairs of existing school facilities and funding for the property and casualty insurance premiums pursuant to Chapter 1011.71 of the Florida Statutes. The transfers in the General Fund also include capital outlay pass-through PECO funds for charter schools pursuant to Chapter 1013 of the Florida Statues

**Interfund Receivables and Payables**. Individual fund receivable and payable balances as reported in the Governmental Funds Balance Sheet at June 30, 2025, are as follows (in thousands):

| | Payable Fund | |
|---|---|---|
| | Other Governmental Funds | Total |
| Receivable Fund: | | |
| General Fund | $ 9,552 | $ 9,552 |

Interfund receivables and payables relate to temporary funding of negative cash balances.

## 7. TAX ANTICIPATION NOTES

On July 25, 2024, the District issued Tax Anticipation Notes (TANS), Series 2024. The $269.30 million note proceeds were used to pay fiscal year 2025 operating expenditures prior to the receipt of ad valorem taxes. Interest costs incurred on the life of this issue for the year ended January 29th 2025, were $4.65 million, with the effective yield of 3.37 percent. There was no arbitrage rebate due on the TANS, Series 2024. The notes came due January 29, 2025.

Short-term debt activity for the year ended June 30, 2025, was as follows (in thousands):

| | Beginning Balance July 1, 2024 | Issued | Redeemed | Ending Balance June 30, 2025 |
|---|---|---|---|---|
| Tax Anticipation Notes | $ - | $ 269,295 | $ 269,295 | $ - |

## 8. LEASES PAYABLE

The primary objective of GASB Statement No. 87, *Leases* Statement, is to enhance the relevance and consistency of information about governments' leasing activities. This Statement, implemented for the year ended
June 30, 2022, establishes a single model for lease accounting based on the principle that leases are financing the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. For additional information, refer to the disclosures below.

On July 1, 2021, the District recognized a 90-month lease as Lessee for the use of American Tower's Antenna/ Transmitter Site for BECON TV. An initial lease liability was recorded in the amount of $1.4 million. As of June 30, 2025, the value of the lease liability is $751 thousand. The District is required to make monthly payments of $17 thousand. The lease has an interest rate of 1.45%. The value of the right to use asset as of June 30, 2025, of $1.4 million with accumulated amortization of $749.7 thousand is included with buildings and fixed equipment on the lease asset by major class table found below. The District has four extension options, each for 60 months. The District had a termination period of six months as of the lease commencement.

On July 1, 2021, the District recognized a 65-month lease as Lessee for the use of Lauderhill Partner's Warehouse and Storage Yard. An initial lease liability was recorded in the amount of $1.7 million. As of June 30, 2025, the value of the lease liability is $416.4 thousand. The District is required to make monthly fixed payments of $29.8 thousand. The lease has an interest rate of 1.06%. The value of the right to use asset as of June 30, 2025, of $1.7 million with accumulated amortization of $1.3 million and is included with buildings and fixed equipment on the lease asset by major class table found below. The District has one extension option of 60 months.

On June 30, 2025, the various lease assets (by major class of underlying asset) reported in the government-wide statements were as follows (in thousands):

| | Amount |
|---|---|
| Lease asset - Intangible Right-to-Use | $ 3,102 |
| Less: Accumulated amortization | (2,003) |
| Total net book value | $ 1,099 |

The following is a summary of changes in leases payable for the fiscal year ended June 30, 2025 (in thousands):

| | Interest Rate | Maturity Date | June 30, 2024 | Increases | Decreases | June 30, 2025 |
|---|---|---|---|---|---|---|
| Antenna/Transmitter Site | 1.45% | 12/31/2028 | $ 855 | $ - | $ (104) | $ 751 |
| Warehouse and Storage Yard | 1.06% | 11/30/2026 | 758 | | (341) | 417 |
| Total leases payable | | | $ 1,613 | $ - | $ (445) | 1,168 |
| Less: Portion due within one year | | | | | | (512) |
| Total leases payable due in more than one year | | | | | | $ 656 |

The following is a summary of the principal and interest requirements to lease maturity as of June 30, 2025 (in thousands):

| Fiscal Year | Principal | Interest | Total |
|---|---|---|---|
| 2026 | 512 | 12 | 524 |
| 2027 | 336 | 7 | 343 |
| 2028 | 211 | 3 | 214 |
| 2029 | 108 | - | 108 |
| Total minimum lease payments | $ 1,168 | $ 22 | 1,190 |
| Less: Amount representing interest | | | (22) |
| Present value of minimum lease payments | | | $ 1,168 |

The amount representing interest was calculated using annual rates ranging from 1.06 percent to 1.45 percent.

## 9. LONG-TERM DEBT

The following is a summary of changes in long-term debt for the fiscal year ended June 30, 2025 (in thousands):

| | Interest Rate | Final Maturity Date | June 30, 2024 | Increases | Decreases | June 30, 2025 | Amounts Due Within One Year |
|---|---|---|---|---|---|---|---|
| **Bonds payable:** | | | | | | | |
| **Capital Outlay Bond Issues:** | | | | | | | |
| Series 2017A-Refunding | 3.00-5.00% | 01/01/2028 | $ 1,645 | $ - | $ (375) | $ 1,270 | $ 405 |
| Series 2019A-Refunding | 5.00% | 01/01/2029 | 420 | - | (67) | 353 | 74 |
| Total capital outlay bond issues | | | 2,065 | - | (442) | 1,623 | 479 |
| **General Obligation Bonds Issues:** | | | | | | | |
| Series 2015 | 3.50-5.00% | 07/01/2040 | 117,320 | - | (80,755) | 36,565 | - |
| Series 2019 | 5.00% | 07/01/2047 | 157,200 | - | (3,795) | 153,405 | 3,985 |
| Series 2021 | 5.00% | 07/01/2050 | 196,975 | - | (3,855) | 193,120 | 4,045 |
| Series 2022 | 5.00% | 07/01/2051 | 255,535 | - | (4,675) | 250,860 | 4,910 |
| Series 2025-Refunding | 5.00% | 07/01/2036 | - | 69,455 | - | 69,455 | 4,700 |
| Total general obligation bond issues | | | 727,030 | 69,455 | (93,080) | 703,405 | 17,640 |
| **Certificates of Participation:** | | | | | | | |
| Series 20010A QSCB | 6.45% | 07/01/2027 | 51,645 | - | - | 51,645 | - |
| Series 2015A-Refunding | 5.00% | 07/01/2030 | 143,110 | - | (143,110) | - | - |
| Series 2015B-Refunding | 5.00% | 07/01/2032 | 114,105 | - | (114,105) | - | - |
| Series 2016A-Refunding | 3.25-5.00% | 07/01/2033 | 135,645 | - | (12,330) | 123,315 | 12,940 |
| Series 2016B-Refunding | 5.00% | 07/01/2027 | 18,735 | - | (5,770) | 12,965 | 6,085 |
| Series 2017B-Refunding | 5.00% | 07/01/2034 | 56,300 | - | - | 56,300 | - |
| Series 2017C-Refunding | 5.00% | 07/01/2026 | 63,465 | - | (30,965) | 32,500 | 32,500 |
| Series 2019A-Refunding | 5.00% | 07/01/2029 | 101,545 | - | (1,365) | 100,180 | 1,425 |
| Series 2019B-Refunding | 5.00% | 07/01/2029 | 65,085 | - | - | 65,085 | - |
| Series 2020A | 5.00% | 07/01/2034 | 202,590 | - | - | 202,590 | - |
| Series 2022A-Refunding | 5.00% | 07/01/2028 | 45,945 | - | (10,660) | 35,285 | 11,195 |
| Series 2022B | 5.00% | 07/01/2036 | 151,260 | - | - | 151,260 | - |
| Series 2025A | 5.00% | 07/01/2032 | - | 207,420 | - | 207,420 | 39,590 |
| Total certificates of participation | | | 1,149,430 | 207,420 | (318,305) | 1,038,545 | 103,735 |
| **Equipment Finance Agreements:** | | | | | | | |
| 2017 Buses/White Fleet | 2.07% | 03/02/2025 | 2,993 | - | (2,993) | - | - |
| 2018 Security Equipment | 2.16% | 12/28/2025 | 1,004 | - | (666) | 338 | 338 |
| 2018 School Buses | 2.77% | 05/23/2026 | 2,845 | - | (1,403) | 1,442 | 1,442 |
| 2019 Security Equipment | 2.66% | 02/13/2026 | 6,036 | - | (2,978) | 3,058 | 3,058 |
| 2020 Buses/White Fleet | 1.91% | 10/01/2027 | 6,434 | - | (1,795) | 4,639 | 1,829 |
| 2020 Energy Efficiency Improvements | 1.55% | 05/01/2032 | 3,067 | - | (416) | 2,651 | 437 |
| 2021 Technology Equipment | 0.58% | 06/01/2025 | 5,487 | - | (5,487) | - | - |
| 2021 Transportation Equipment | 1.01% | 06/01/2029 | 9,136 | - | (1,791) | 7,345 | 1,809 |
| 2022 Energy Services Equipment | 1.67% | 08/01/2034 | 9,650 | 84 | (671) | 9,063 | 709 |
| 2022 Technology Equipment | 3.18% | 06/01/2026 | 8,526 | - | (4,195) | 4,331 | 4,330 |
| 2022 Transportation Equipment | 3.12% | 06/01/2030 | 12,451 | - | (1,918) | 10,533 | 1,978 |
| 2023 Energy Lease | 3.31% | 12/15/2035 | 10,225 | 748 | (441) | 10,532 | 663 |
| 2025 Transportation Equipment | 3.77% | 06/01/2033 | - | 11,709 | - | 11,709 | 1,288 |
| 2025 Transportation Equipment | 3.77% | 06/01/2033 | - | 14,895 | - | 14,895 | 1,639 |
| 2025 Energy Lease | 4.44% | 07/01/2040 | - | 12,947 | - | 12,947 | 681 |
| Total equipment finance agreements | | | 77,854 | 40,383 | (24,754) | 93,483 | 20,201 |
| Total bonds, certificates of participation, and finance agreements payable | | | 1,956,379 | 317,258 | (436,581) | 1,837,056 | 142,055 |
| Net premiums and discounts | | | 216,683 | 17,147 | (41,969) | 191,861 | 26,197 |
| Total debt, net of premiums and discounts | | | $ 2,173,062 | $334,405 | $ (478,550) | $ 2,028,917 | $ 168,252 |

On November 4, 2014, the residents of Broward County approved the issuance of up to $800 million of General Obligation Bonds for the critically needed renovation projects and equipment in the Safety, Music and Art, Athletics, Renovation and Technology (SMART) program. The District provided an additional $918 million towards the SMART projects for a total program budget of $1,718 million.

Four separate bond series have been issued pursuant to this referendum. The General Obligation Bonds, Series 2015 were issued on June 18, 2015, in the amount of $155 million; General Obligation Bonds, Series 2019 were issued on February 13, 2019, in the amount of $174.7 million; General Obligation Bonds, Series 2021 were issued on February 16, 2021, in the amount of $207.5 million; General Obligation Bonds Series 2022 were issued on May 18, 2022, in the amount of $262.7 million; and General Obligation Refunding Bonds Series 2025 were issued on June 9, 2025, in the amount of $69.4 million.

On June 9, 2025, a portion of the General Obligation Refunding Bonds Series 2015 was partially refunded, in the amount of $75.4 million, through the issuance of General Obligation Refunding Bonds Series 2025.

The Capital Outlay Bond Issues (COBI) are retired by the State for the District. The bonds mature serially and are secured by a pledge of the District's share of revenue from the sale of license plates. The State Board of Administration determines the sinking fund requirements for these bonds annually. The sinking fund, maintained in the COBI Debt Service Fund, on June 30, 2025, was $1.6 million.

The amount of $93.4 million is presently outstanding related to the leases for buses, vehicles, equipment, computer devices, and software. The School Board expects to finance additional items from time to time under such Equipment Finance Agreements. Payments are expected to be made from local option millage levy revenues.

On June 9, 2025, the District issued Certificates of Participation, Series 2025A, in the amount of $207.4 million fully refunding the Certificates of Participation, Series 2015A and Series 2015B through a negotiated sale process.

State school bonds are issued by the State Board of Education (SBE) on behalf of the District. The bonds mature serially and are secured by a pledge of the District's portion of the State-assessed motor vehicle license tax. The State's full faith and credit is also pledged as security for these bonds. Principal and interest payments, investment of Debt Service Fund resources, and compliance with reserve requirements are administered by the SBE and the SBA.

The Tax Reform Act of 1986 requires local units of government to rebate to the Federal Government the income (in excess of interest costs) received from investing proceeds on substantially all tax-exempt debt issued subsequent to August 1986. Such rebate of cumulative arbitrage earnings must be paid every five years until such time as the proceeds have been expended. For the fiscal year ended June 30, 2025, the District has no accrued liability for rebatable arbitrage.

The Tax Cut and Job Act of 2017 amended the Internal Revenue Code of 1986. One of the changes affecting the District and other public issuers was the elimination of advance refunding.

Annual requirements to amortize all bond issues outstanding as of June 30, 2025, are as follows (in thousands):

| Year Ending June 30, | Capital Outlay Bond Issue | | | General Obligation Bond Issue [1] | | |
|---|---|---|---|---|---|---|
| | Principal | Interest | Total | Principal | Interest | Total |
| 2026 | $ 479 | $ 72 | $ 551 | $ 17,640 | $ 35,017 | $ 52,657 |
| 2027 | 499 | 48 | 547 | 18,740 | 33,923 | 52,663 |
| 2028 | 543 | 24 | 567 | 19,670 | 32,986 | 52,656 |
| 2029 | 102 | 5 | 107 | 20,650 | 32,002 | 52,652 |
| 2030 | | - | - | 21,690 | 30,970 | 52,660 |
| 2031-2035 | - | | - | 22,775 | 29,885 | 52,660 |
| 2036-2040 | - | - | - | 132,110 | 131,164 | 263,274 |
| 2041-2045 | - | - | - | 158,835 | 95,488 | 254,323 |
| 2046-2050 | - | - | - | 156,050 | 57,979 | 214,029 |
| 2051-2055 | - | - | - | 135,245 | 18,477 | 153,722 |
| Total | $ 1,623 | $ 149 | $ 1,772 | $ 703,405 | $ 497,891 | $1,201,296 |

| Year Ending June 30, | Certificates of Participation (COPs) [2] | | | Equipment Finance Agreements [3] | | |
|---|---|---|---|---|---|---|
| | Principal | Interest | Total | Principal | Interest | Total |
| 2026 | $ 103,735 | $ 52,864 | $ 156,599 | $ 20,201 | $ 3,617 | $ 23,818 |
| 2027 | 161,190 | 47,045 | 208,235 | 11,277 | 2,441 | 13,718 |
| 2028 | 120,771 | 38,234 | 159,005 | 10,741 | 2,137 | 12,878 |
| 2029 | 127,791 | 32,196 | 159,987 | 10,195 | 1,849 | 12,044 |
| 2030 | 89,205 | 25,807 | 115,012 | 8,472 | 1,561 | 10,033 |
| 2031-2035 | 78,116 | 21,345 | 99,461 | 23,410 | 4,347 | 27,757 |
| 2036-2040 | 357,737 | 51,953 | 409,690 | 9,187 | 1,172 | 10,359 |
| 2041-2045 | - | - | - | - | - | - |
| 2046-2050 | - | - | - | - | - | - |
| 2051-2055 | - | - | - | - | - | - |
| Total | $ 1,038,545 | $ 269,444 | $ 1,307,989 | $ 93,483 | $ 17,124 | $ 110,607 |

[1] The District does not have any direct placement for General Obligation Bond debt.

[2] Includes Series 2010A, 2015A, 2015B, 2016A, 2016B, 2017B, 2017C, 2019A, 2019B, 2020A, 2022A, 2022B and 2025A.

[3] Includes 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2025 Equipment Finance Agreements.

**Other Liabilities**

Compensated absences, pensions, and other postemployment benefits are generally liquidated with resources from the General Fund.

## 10. DEFEASED DEBT

The District executed two major refunding transactions to optimize its financial position by reducing future debt service costs and generating economic savings. The issuance of the Certificates of Participation, Series 2025A is expected to produce approximately $10.7 million in net present value savings, representing 4.95 percent of the refunded par amount. Additionally, the General Obligation School Refunding Bonds, Series 2025 generated approximately $2 million in net present value savings, or 2.68 percent of the refunded bonds.

On March 11, 2025, the School Board approved the negotiated sale of Certificates of Participation, Series 2015A, for $115.4 million and Series 2015B, for $102.1 million, and the issuance of the Certificates of Participation Series 2025A, in the amount of $207.4 million, through a negotiated sale process. For this refund, the District reduced its total debt service requirements by approximately $10.7 million.

In addition, on March 11, 2025, a portion of the General Obligation Bonds Series 2015, was partially defeased in the amount of $75.4 million, through the issuance of General Obligation Refunding Bonds Series 2025, in the amount of $69.4 million. For this refund, the District reduced its total debt service requirements by approximately $2 million.

In prior years, the District defeased certain Certificates of Participation by creating separate irrevocable trust funds. New debt was issued, and the proceeds were used to purchase U.S. Government Securities that were placed in an irrevocable trust with an escrow agent to provide for all future debt service payments. These investments and fixed earnings from the investments are sufficient to fully service the defeased debt until the debt is called or matures. For financial reporting purposes, the debt has been considered defeased and therefore removed as a liability from the financial statements. As of June 30, 2025, the total current amount of outstanding defeased debt removed from the District's financial statements, amounted to $293 million.

| Series | Maturities | Amount Outstanding (in thousands) | Call Date | Defeased by Series |
|---|---|---|---|---|
| COPS: | | | | |
| 2015A | 2015 through 2030 | 115,440 | 02/11/15 | 2025A |
| 2015B | 2015 through 2032 | 102,155 | 02/11/15 | 2025A |
| | Total COPS | $ 217,595 | | |
| GOBI: | | | | |
| 2015 | 2016 through 2040 | 75,415 | 06/18/15 | 2025 |
| | Total GOBI | $ 75,415 | | |
| Total Defeased | | $ 293,010 | | |

## 11. OBLIGATION UNDER LEASE PURCHASE AGREEMENT-CERTIFICATES OF PARTICIPATION

The District entered into a Lease Purchase Agreement with the Corporation on June 15, 1989, and a Master Lease Purchase Agreement on July 1, 1990 (the "lease agreements") to finance the acquisition or construction of certain facilities, vehicles, and equipment for District operations.

The following table shows issues/refunding to third parties, evidencing an undivided proportionate interest in basic lease payments to be made by the District as lessee pursuant to the lease agreements. Interest rates ranged from 3.25 percent to 6.45 percent. The actual interest rate for the outstanding issuance as of June 30, 2025, is reflected in the table below:

| Series | Date Issued | Amount Issued (in thousands) | Amount Outstanding (in thousands) | Interest Rates | Lease Term Maturity |
|---|---|---|---|---|---|
| 2010A-QSCB (1) | 08/05/2010 | $ 51,645 | $ 51,645 | 6.45% | 2027 |
| 2015A (2) | 02/11/2015 | 143,110 | - | 5.00% | 2030 |
| 2015B (3) | 02/11/2015 | 114,105 | - | 5.00% | 2032 |
| 2016A (4) | 04/27/2016 | 135,645 | 123,315 | 3.25% - 5.00% | 2033 |
| 2016B (5) | 04/27/2016 | 18,735 | 12,965 | 5.00% | 2027 |
| 2017B (6) | 12/28/2017 | 56,300 | 56,300 | 5.00% | 2034 |
| 2017C (7) | 12/28/2017 | 63,465 | 32,500 | 5.00% | 2026 |
| 2019A (8) | 07/18/2019 | 101,545 | 100,180 | 5.00% | 2029 |
| 2019B (9) | 07/18/2019 | 65,085 | 65,085 | 5.00% | 2029 |
| 2020A (10) | 05/19/2020 | 202,590 | 202,590 | 5.00% | 2034 |
| 2022A (11) | 04/04/2022 | 45,945 | 35,285 | 5.00% | 2028 |
| 2022B (12) | 05/25/2022 | 151,260 | 151,260 | 5.00% | 2036 |
| 2025A (13) | 06/09/2025 | - | 207,420 | 5.00% | 2032 |
| | | $ 1,149,430 | $ 1,038,545 | | |

(1) ***2010A-QSCB***
Issued to finance the cost of acquisition, construction, installation, and equipping education facilities. This is a taxable obligation with the District receiving a direct subsidy rebate of a portion of the interest cost from the U.S. Treasury. The Certificates are not insured by any municipal bond insurance policy. Principal payments may be reduced through the purchase of Treasury Strips by the fiscal agent, which when coupled with interest earnings and net appreciation in market value, will be sufficient to pay off the principal balance of the QSCB, in full, at maturity on July 1, 2027.

(2) ***2015A***
Issued to refund a majority of outstanding Series 2005A and Series 2006A. The Certificates are insured by Assured Guaranty Municipal Corporation.

(3) ***2015B***
Issued to refund a majority of outstanding Series 2007A. The Certificates are not insured by any municipal bond insurance policy.

(4) ***2016A***
Issued to refund a majority of outstanding Series 2008A. The Certificates are not insured by any municipal bond insurance policy.

(5) ***2016B***
Issued to refund outstanding Series 2009A Tax Exempt. The Certificates are not insured by any municipal bond insurance policy.

(6) ***2017B***
Issued to refund outstanding Series 2009A-BAB (Build America Bonds). The Certificates are not insured by any municipal bond insurance policy.

(7) ***2017C***
Issued to refund a portion of outstanding Series 2011A and Series 2012A. The Certificates are not insured by any municipal bond insurance policy.

(8) ***2019A***
Issued to refund outstanding Series 2014A. The Certificates are not insured by any municipal bond insurance policy.

(9) ***2019B***
Issued to refund outstanding Series 2015C. The Certificates are not insured by any municipal bond insurance policy.

(10) ***2020A***
Issued to provide supplemental funding for the additional projects for the Safety, Music & Art, Athletics, Renovation, and Technology (SMART) Program. The Certificates are not insured by any municipal bond insurance policy.

(11) ***2022A***
Issued to refund outstanding Series 2012A. The Certificates are not insured by any municipal bond insurance policy.

(12) ***2022B***
Issued to provide capital funding for Markham Elementary, Stranahan High School, Blanche Ely High School and Rickards Middle and to finance SMART Program projects. The Certificates are not insured by any municipal bond insurance policy.

(13) ***2025A***
Issued to refund outstanding Series 2015A and Series 2015B. The Certificates are not insured by any municipal bond insurance policy.

The Certificates are not separate legal obligations of the District, but represent undivided interests in the basic lease payments to be made from appropriated funds budgeted annually by the Board for such purposes from current or other funds authorized by law and regulations of the Department of Education. However, neither the District, the State of Florida, nor any political subdivision thereof, shall be obligated to pay, except from appropriated funds, any sums due under the leases from any source of taxation. The full faith and credit of the District is not pledged for payment of such sums due hereunder and such sums do not constitute an indebtedness of the District within the meaning of any constitutional or statutory provision or limitation.

The American Recovery and Reinvestment Act (ARRA) of 2009, signed into law on February 17, 2009, created another category of direct subsidy debt for school districts: Qualified School Construction Bonds (QSCBs). The QSCBs does not represent incremental federal funding and must be repaid by the District.

The Corporation leases the facilities, vehicles and equipment to the District under the lease agreements, which are automatically renewable through varying dates (see summary below), unless earlier terminated following

the occurrence of an event of default or a non-appropriation of funds to make lease payments, all as described and defined in the leases. Failure to appropriate funds to pay lease payments under any lease will, and an event of default under any lease may, result in the termination of all leases, including the 2010A-QSCB, 2015A, 2015B, 2016A, 2016B, 2017B, 2017C, 2019A, 2019B, 2020A, 2022A, 2022B, and 2025A. Events of default related to a lease would result from the School Board's failure to pay in full any lease payment, failure to observe and perform any covenant or condition or agreement for sixty (60) days after written notice specifying such failure and requesting that it be remedied, filing of a petition in bankruptcy, insolvency, or reorganization. The remedies on default include the immediate surrender and delivery of possession of all facilities, vehicles and certain equipment (excludes certain computer equipment) financed under all leases to the Trustee in the condition, state of repair and appearance required under the leases. Upon such surrender, the Trustee will sell or lease such facilities, vehicles and certain equipment in such manner and to such person as it determines appropriate. The proceeds of any sale or lease will be applied first to the payment in full of the Certificates and then to the payment of the District's obligations under the reimbursement agreement and finally to the payment of the District.

The remaining obligation, as of June 30, 2025, through maturity to the holders of the Certificates, is as follows (in thousands):

| Year Ending June 30, | Series 2010A QSCB | Series 2015A | Series 2015B | Series 2016A | Series 2016B |
|---|---|---|---|---|---|
| 2026 | $ 3,332 | $ - | $ - | $ 18,659 | $ 6,733 |
| 2027 | 54,977 | - | - | 18,662 | 7,224 |
| 2028 | - | - | - | 18,658 | - |
| 2029 | - | - | - | 18,659 | - |
| 2030 | - | - | - | 18,660 | - |
| 2031-2035 | - | - | - | 55,990 | - |
| 2036-2040 | - | - | - | - | - |
| Subtotal | 58,309 | - | - | 149,288 | 13,957 |
| Less: Interest | (6,664) | - | - | (25,973) | (992) |
| Total Principal | $ 51,645 | $ - | $ - | $ 123,315 | $ 12,965 |

| Year Ending June 30, | Series 2017B | Series 2017C | Series 2019A | Series 2019B | Series 2020A |
|---|---|---|---|---|---|
| 2026 | $ 2,815 | $ 34,125 | $ 6,434 | $ 3,254 | $ 10,130 |
| 2027 | 2,815 | - | 40,068 | 3,254 | 10,130 |
| 2028 | 9,125 | - | 53,946 | 3,254 | 10,130 |
| 2029 | 9,320 | - | 13,503 | 68,340 | 10,130 |
| 2030 | 9,524 | - | - | - | 46,795 |
| 2031-2035 | 40,450 | - | - | - | 187,169 |
| Subtotal | 74,049 | 34,125 | 113,951 | 78,102 | 274,484 |
| Less: Interest | (17,749) | (1,625) | (13,771) | (13,017) | (71,894) |
| Total Principal | $ 56,300 | $ 32,500 | $ 100,180 | $ 65,085 | $ 202,590 |

| Year Ending June 30, | Series 2022A | Series 2022B | Series 2025A | Total |
|---|---|---|---|---|
| 2026 | $ 12,959 | $ 7,563 | $ 50,595 | $ 156,599 |
| 2027 | 12,955 | 7,563 | 50,587 | 208,235 |
| 2028 | 12,957 | 7,563 | 43,372 | 159,005 |
| 2029 | - | 7,562 | 32,472 | 159,986 |
| 2030 | - | 7,563 | 32,470 | 115,012 |
| 2031-2035 | - | 116,559 | 33,402 | 433,570 |
| 2036-2040 | - | 75,579 | - | 75,579 |
| Subtotal | 38,871 | 229,952 | 242,898 | 1,307,986 |
| Less: Interest | (3,586) | (78,692) | (35,478) | (269,441) |
| Total Principal | $ 35,285 | $ 151,260 | $ 207,420 | $1,038,545 |

The Corporation entered into trust agreements with the Trustee pursuant to which the Certificates will be executed, delivered and paid under the terms of which (together with the leases) the facilities, vehicles and equipment will be acquired and/or constructed. Trust funds have been established with the Trustee to facilitate payments in accordance with the lease purchase agreement and the trust agreements securing payment of the Certificates.

As a condition of the financing arrangement, the District has given ground leases on District properties to the Broward School Board Leasing Corporation, with a rental fee of $1 per year. The properties covered by the ground leases are, together with the improvements constructed thereon from the financing proceeds, leased back to the District. If the District fails to renew the leases and to provide for the rent payments through to term, the District may be required to surrender the sites included under the various Ground Lease Agreements for the benefit of the securers of the Certificates until the earlier of the date paid in full or for a period of time as specified by the respective lease term.

## 12. COMPENSATED ABSENCES

District employees are granted a specific number of vacation days and sick leave with pay as services are rendered. Certain employees are paid for portions of sick leave accrued but not used in a fiscal year. Administrative, supervisory and non-instructional professional employees are paid for unused vacation (up to a maximum of 60 days) upon termination. All other eligible employees are paid for unused vacation (up to a maximum of 50 days) upon termination.

All employees are eligible to receive portions of accumulated unused sick pay upon retirement. Such portions are determined based upon the employee's length of service. Prior to July 1, 2004, Florida Statutes and Board policy limited retirement sick leave payments to no more than 25 percent of the sick leave accumulated on or after July 1, 2001, up to a maximum payment of 60 days. Beginning July 1, 2004, this limitation was eliminated.

The GASB issued Statement No. 101, Compensated Absences. This Statement requires that liabilities for compensated absences be recognized for (1) leave that has not been used and (2) leave that has been used but not yet paid in cash or settled through noncash means. A liability should be recognized for leave that has not been used if (a) the leave is attributable to services already rendered, (b) the leave accumulates, and (c) the leave is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means. Liabilities for certain types of compensated absences—including parental leave, military leave, and jury duty leave— are not recognized until the leave commences. The Statement establishes guidance for measuring a liability for leave that has not been used, generally using an employee's pay rate as of the date of the financial statements. The District implemented GASB Statement No. 101 in the current year ending June 30, 2025. Additionally, prior year restatement per Audit General (AG) finding is reflected in the reductions line below.

At June 30, 2025, the balance of compensated absences payable from future resources was $29.2 million for accumulated vacation leave and $142.0 million for accumulated sick leave and are only reflected in the governmental activities in the government-wide presentation. The net change between the prior year balance and the current year balance of the non-current portion was recorded in the government-wide statements as a current year expense.

The following is a summary of changes in the liability for compensated absences for the fiscal year ended June 30, 2025 (in thousands):

| | | |
|---|---|---|
| Balance - June 30, 2024 | $ | 194,737 |
| Additions | | 88,629 |
| Reductions | | (103,348) |
| Balance - June 30, 2025 | $ | 180,018 |
| | | |
| Long-Term Liabilities: | | |
| Due Within One Year | $ | 8,820 |
| Due After One Year | | 171,198 |
| Total Long-Term Liabilities | $ | 180,018 |

## 13. OTHER POSTEMPLOYMENT BENEFITS

### Plan Description

The District administers a single-employer defined benefit OPEB plan (Plan) for certain postemployment benefits, including continued coverage for retirees and dependents in the medical/prescription plans, as well as participation in the employer-sponsored dental group plan. In addition, retirees are eligible to continue the employer-sponsored term life insurance policy provided by the District. The benefits of the Plan conform to Florida Statutes, which are the legal authority for the Plan. Eligible retirees may choose among the same medical plan options available for active employees of the District. Prescription drug coverage is automatically extended to retirees and their dependents who continue coverage under any one of the medical plan options. Covered retirees and their dependents are subject to all the same medical, prescription and life insurance benefits and rules for coverage as are active employees. Retirees and their dependents are permitted to remain covered under the District's respective medical plans as long as they pay the premium for the plan and coverage elected. This conforms to the requirement for Florida governmental employers' provision of Section 112.0801, Florida Statutes. The premiums charged are based on a blending of the experience among younger active employees and older retired employees. Since the older retirees actually have higher costs, that means that the District is actually subsidizing the cost of the retiree coverage because it pays all or a significant portion of that premium on behalf of the active employees, providing an implicit rate subsidy. Additionally, certain retirees receive insurance coverage at a lower (explicitly subsidized) premium rate under the District's Retirement Assistance Program. The District, therefore, has assumed an obligation to pay for that implicit subsidy for the covered lifetime of the current retirees and their dependents, as well as the covered lifetime of the current employees after they retire in the future. The District does not prepare a standalone financial report for the Plan, and the Plan is not included in the report of a Public Entity Retirement System or another entity. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75. For the governmental activities, other postemployment benefits are generally liquidated with resources of the General Fund.

### Benefit Terms and Employees Covered

The authority for establishing and amending the Plan funding policy and benefit terms rests with the Board. The District has not advanced funded or established a funding methodology for the annual OPEB costs or the net OPEB liability and plans to fund this postemployment benefit on a pay-as-you-go basis. As of the valuation date, June 30, 2024, there were approximately 25,270 active participants and 561 inactive participants (retirees and beneficiaries) receiving postemployment 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.

**Total OPEB Liability**

The District's total OPEB liability of $163.1 million was 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.

**Actuarial Assumptions and Other Inputs**

The total OPEB liability in the June 30, 2024, actuarial valuation was determined using the actuarial assumptions and other inputs, applied to all periods included in the measurement unless otherwise specified:

| | |
|---|---|
| Discount Rate | 3.93% |
| 20-Year Municipal Bond Rate | 3.93% |
| Municipal Bond Rate Basis | Bond Buyer 20-Year Bond GO AA Index |
| Assumed Rate of Payroll Growth | 3.65% - 6.35% (including inflation) |
| General Inflation | 2.50% |
| Mortality Rates - Active Members | PUB-2010 mortality tables for K-12 Instructional Regular Class members with generational mortality improvements using scale MP-2021. Female: Headcount Weighted Teachers Employee, set forward one year. Male: Benefits Weighted Teachers Below Median Employee, set forward one year. |
| Mortality Rates - Nondisabled Inactive Members | PUB-2010 mortality tables for K-12 Instructional Regular Class members with generational mortality improvements using scale MP-2021. Female: Headcount Weighted Teachers Healthy Retiree, set forward one year. Male: Benefits Weighted Teachers Below Median Healthy Retiree, set forward one year. |
| Mortality Rates - Impaired (from Disability) Members | PUB-2010 mortality tables for Disabled members with generational mortality improvements using scale MP-2021. Female: Headcount Weighted General Disabled Retiree, set forward four years. Male: Headcount Weighted General Disabled Retiree, set forward four years. |
| Healthcare Cost Trend Rates | Based on the Getzen Model, with a trend of 7.0% for the 2025 calendar year, 6.50% for 2026, and gradually decreasing to an ultimate trend rate of 4.00% in 2050. |
| Projected Retiree Premium Contributions | $864.00 (Medicare and Non-Medicare) |
| Projected Spouse Premium Contributions | $950.00 (Medicare and Non-Medicare) |
| Administrative Expenses | Included in the per capita health costs |
| Actuarial Cost Method | Entry Age Normal |
| Measurement Date | June 30, 2024 |
| Measurement Period | July 1, 2023 to June 30, 2024 |
| Valuation Date | June 30, 2024 |
| Census Data | As of June 30, 2024 |

The District furnished the participant data, economic, demographic, healthcare trend and mortality assumptions, and benefit provisions used in the June 30, 2024, valuation. The demographic assumptions were based on those employed in the July 1, 2024, actuarial valuation of the FRS, which were developed by the FRS from a statewide experience study covering the period 2018 through 2023. These include assumed rates of future termination, mortality, disability, and retirement. In addition, salary increase assumptions for development of the pattern of the normal cost increases were the same as those used by the FRS.
There were no benefit changes during the measurement period. The schedule of changes to the total OPEB liability for fiscal year ending June 30, 2025, is as follows:

**Changes to the Total OPEB Liability**
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 change in Total OPEB Liability | (10,099) |
| Balance at June 30, 2025 | $ 163,125 |

The changes of assumptions or other inputs was based on the following:

- The discount rate was changed from 3.86 percent as of the beginning of the measurement period to 3.93 percent as of June 30, 2024.

**Sensitivity of the Total OPEB Liability to Changes in the Discount Rate**
The following presents the total OPEB liability of the District (in thousands), as well as what the District's total OPEB liability would be (in thousands) if it were calculated using a discount rate that is 1 percentage point lower (2.93 percent) or 1 percentage point higher (4.93 percent):

| | 1% Decrease (2.93%) | Current Discount Rate (3.93%) | 1% Increase (4.93%) |
|---|---|---|---|
| Total OPEB Liability | $ 182,712 | $ 163,125 | $ 146,290 |

**Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend**

The following presents the total OPEB liability of the District (in thousands), as well as what the District's total OPEB liability would be (in thousands) if it were calculated using healthcare cost trend rates that are 1 percentage point lower (6.00 percent to 3.00 percent) or 1 percentage point higher (8.00 percent to 5.00 percent) than the current healthcare cost trend rates (7.00 percent to 4.00 percent):

| | 1% Decrease | Healthcare Cost Trend Rates | 1% Increase |
|---|---|---|---|
| | 6.00% to 3.00% | 7.00% to 4.00% | 8.00% to 5.00% |
| Total OPEB Liability | $ 140,873 | $ 163,125 | $ 190,883 |

**Expenses, Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB**

For the fiscal year ended June 30, 2025, the District recognized OPEB expense of $7.1 million. At June 30, 2025, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources (in thousands):

| Description | Deferred Outflows of Resources | Deferred Inflows of Resources |
|---|---|---|
| Differences between expected and actual experience | $ 645 | $ 33,861 |
| Changes of assumptions or other inputs | 22,532 | 58,015 |
| Benefits paid subsequent to the measurement date | 6,637 | - |
| Total | $ 29,814 | $ 91,876 |

The deferred outflows of resources related to OPEB resulting from District contributions to the Plan subsequent to the measurement date, totaling $6.6 million, will be recognized as a reduction in the total OPEB liability in fiscal year ending June 30, 2026. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be amortized and recognized as OPEB expense as follows:

| Fiscal Year Ending June 30, | Amount (in thousands) |
|---|---|
| 2026 | $ (7,501) |
| 2027 | (7,501) |
| 2028 | (7,501) |
| 2029 | (6,442) |
| 2030 | (7,610) |
| Thereafter | (32,144) |
| Total | $ (68,699) |

## 14. RETIREMENT PLANS

The District provides retirement benefits to its employees through the Florida Retirement System (FRS), a State-administered cost-sharing multiple-employer defined benefit retirement plan with a Deferred Retirement Option Program (DROP). The Retiree Health Insurance Subsidy (HIS) Program is available for eligible employees. The General Fund typically has been used in prior years to liquidate the long-term liabilities associated with the net pension liability.

### Florida State Retirement Programs

Plan Description. Essentially all regular employees of the District are eligible to enroll as members of the State-administered FRS. Provisions relating to the FRS are established by Chapter 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contribution, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost-sharing multiple-employer defined benefit plans and other nonintegrated programs. An Annual Comprehensive Financial Report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services website (https://www.dms.myflorida.com/).

### FRS Pension Plan

*Plan Description*. The FRS Pension Plan (Plan) is a cost-sharing multiple-employer defined benefit pension plan, with a DROP for eligible employees. The general classes of membership are as follows:

- *Regular Class* – Members of the FRS who do not qualify for membership in the other classes.
- *Elected County Officers' Class* – Members who hold specified elective offices in local government.
- *Senior Management Service Class (SMSC)* – Members in senior management level positions.
- *Special Risk Class* – Members who are employed as law enforcement officers and meet the criteria to qualify for this class.

Employees enrolled in the Plan prior to July 1, 2011, vest at 6 years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at 8 years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service (except for members classified as special risk who are eligible for normal retirement benefits at age 55 or at any age after 25 years of service). All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service (except for members classified as special risk who are eligible for normal retirement benefits at age 60 or at any age after 30 years of service). Members of the Plan may include up to 4 years of credit for military service toward creditable service. The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

The DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

*Benefits Provided*. Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits. The following chart shows the percentage value for each year of service credit earned:

| Class, Initial Enrollment, and Retirement Age/Years of Service | Percent Value |
|---|---|
| **Regular Class members – initially enrolled before July 1, 2011** | |
| Retirement up to age 62 or up to 30 years of service | 1.60 |
| Retirement at age 63 or with 31 years of service | 1.63 |
| Retirement at age 64 or with 32 years of service | 1.65 |
| Retirement at age 65 or with 33 or more years of service | 1.68 |
| **Regular Class members – initially enrolled on or after July 1, 2011** | |
| Retirement up to age 65 or up to 33 years of service | 1.60 |
| Retirement at age 66 or with 34 years of service | 1.63 |
| Retirement at age 67 or with 35 years of service | 1.65 |
| Retirement at age 68 or with 36 years of service | 1.68 |
| **Elected County Officers' Class** | 3.00 |
| **Senior Management Service Class** | 2.00 |
| **Special Risk Class** | 3.00 |

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3 percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3 percent determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3 percent. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

*Contributions.* The Florida Legislature establishes contribution rates for participating employers and employees. Contribution rates during the 2024-25 fiscal year were as follows:

| Class | Percent of Gross Salary | |
|---|---|---|
| | Employee | Employer [1] |
| FRS, Regular | 3.00 | 13.63 |
| FRS, Elected County Officers' | 3.00 | 58.68 |
| FRS, Senior Management Service | 3.00 | 34.52 |
| FRS, Special Risk | 3.00 | 32.79 |
| Teachers' Retirement System, Plan E | 6.25 | 13.90 |
| DROP – applicable to members from all of the above classes | 0.00 | 21.13 |
| FRS, Reemployed Retiree | [2] | [2] |

[1] Employer Rates include 2.00 percent for the postemployment health insurance subsidy. Also, employer rates, other than for DROP participants, include 0.06 percent for administrative costs of the Investment Plan.

[2] Contribution rates are dependent upon retirement class in which reemployed.

The District's contributions to the Plan totaled $156.6 million for the fiscal year ending June 30, 2025, which was equal to the required contributions for the fiscal year.

*Liabilities, Expenses, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions.* As a result of GASB 68, at June 30, 2025, the District reported a liability of $1.1 billion for its proportionate share of the 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 2023-24 fiscal year contributions relative to the total 2023-24 fiscal year contributions of all participating members. At June 30, 2024, the District's proportionate share was 2.76 percent, which was a decrease of 0.10 percent from its proportionate share measured as of June 30, 2023.

For the fiscal year ended June 30, 2025, the District recognized pension expense of $155.5 million related to the Plan. In addition, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources (in thousands):

| Description | Deferred Outflows of Resources | Deferred Inflows of Resources |
|---|---|---|
| Differences between expected and actual experiences | $ 107,753 | $ - |
| Net differences between projected and actual earnings on FRS pension plan investments | - | 70,890 |
| Changes of assumptions | 146,184 | - |
| Changes in proportion and differences between District FRS contributions and proportionate share of contributions | 21,356 | 58,545 |
| District FRS contributions subsequent to the measurement date | 156,597 | - |
| Total | $ 431,890 | $ 129,435 |

The deferred outflows of resources related to pensions resulting from District contributions to the Plan subsequent to the measurement date, totaling $156.6 million, will be recognized as a reduction in the net pension liability in the fiscal year ending June 30, 2026. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be amortized and recognized as pension expense as follows:

| Fiscal Year Ending June 30, | Amount (in thousands) |
|---|---|
| 2026 | $ (20,621) |
| 2027 | 169,385 |
| 2028 | (2,448) |
| 2029 | (8,259) |
| 2030 | 7,801 |
| Total | $ 145,858 |

*Actuarial Assumptions*. The total pension liability in the July 1, 2024 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

| | |
|---|---|
| Inflation | 2.40 percent |
| Salary Increases | 3.50 percent, average, including inflation |
| Investment Rate of Return | 6.70 percent, net of pension plan investment expense, including inflation |

Mortality rates were based on the PUB-2010 base table, projected generationally with Scale MP-2018. The amortization period was reduced to 20 years for all current and future amortization bases.

The actuarial assumptions used in the July 1, 2024 valuation were based on the results of an experience study for the period July 1, 2018 through June 30, 2023.

The long-term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

| Asset Class | Target Allocation[1] | Annual Arithmetic Return | Compound Annual (Geometric) Return | Standard Deviation |
|---|---|---|---|---|
| Cash | 1.0% | 3.3% | 3.3% | 1.1% |
| Fixed income | 29.0% | 5.7% | 5.6% | 3.9% |
| Global equity | 45.0% | 8.6% | 7.0% | 18.2% |
| Real estate | 12.0% | 8.1% | 6.8% | 16.6% |
| Private equity | 11.0% | 12.4% | 8.8% | 28.4% |
| Strategic investments | 2.0% | 6.6% | 6.2% | 8.7% |
| Total | 100.0% | | | |
| Assumed inflation - Mean | | | 2.4% | 1.5% |

[1] As outlined in the Plan's investment policy

*Discount Rate*. The discount rate used to measure the total pension liability was 6.70 percent. The Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. The discount rate used in the 2024 valuation is 6.70 percent.

*Sensitivity of the District's Proportionate Share of the Net Position Liability to Changes in the Discount Rate.* The following presents the District's proportionate share (in thousands) of the net pension liability calculated using the discount rate of 6.70 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (5.70 percent) or 1 percentage point higher (7.70 percent) than the current rate:

| | 1% Decrease (5.70%) | Current Discount Rate (6.70%) | 1% Increase (7.70%) |
|---|---|---|---|
| District's proportionate share of the net pension liability | $ 1,876,066 | $ 1,066,574 | $ 388,452 |

*Pension Plan Fiduciary Net Position*. Detailed information about the Plan's fiduciary net position is available in the separately issued FRS Pension Plan and other State Administered Systems Annual Comprehensive Financial Report (ACFR).

*Payables to the Pension Plan*. At June 30, 2025, the District reported a payable of $10.8 million for the outstanding amount of contributions to the Plan required for the fiscal year ended June 30, 2025.

**HIS Pension Plan**

*Plan Description*. The HIS Pension Plan (HIS Plan) is a cost-sharing multiple-employer defined benefit pension plan established under section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Division of Retirement within the Florida Department of Management Services.

*Benefits Provided*. For the fiscal year ended June 30, 2025, eligible retirees and beneficiaries received a monthly HIS payment of $7.50 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of $45 and a maximum HIS payment of $225 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

*Contributions.* The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended June 30, 2025, the contribution rate was 2.00 percent of payroll pursuant to section 112.363, Florida Statutes. The District contributed 100 percent of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled.

The District's contributions to the HIS Plan for the fiscal year ending June 30, 2025, totaled $31.1 million, which was equal to the required contributions for the fiscal year.

*Liabilities, Expenses, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions*. 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 benefit payments expected to be paid within 1 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 2023-24 fiscal year contributions relative to the total 2023-24 fiscal year contributions of all participating members. At June 30, 2024, the District's proportionate share was 3.65 percent, a decrease of 0.10 percent from its proportionate share measured as of June 30, 2023.

For the fiscal year ended June 30, 2025, the District recognized the HIS Plan pension expense of $13.7 million. In addition, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources (in thousands):

| Description | Deferred Outflows of Resources | Deferred Inflows of Resources |
|---|---|---|
| Difference between expected and actual experiences | $ 5,292 | $ 1,053 |
| Net differences between projected and actual earnings on HIS pension plan investments | - | 198 |
| Changes of assumptions | 9,700 | 64,884 |
| Changes in proportion and differences between District HIS contributions and proportionate share of contributions | 34 | 34,449 |
| District HIS contributions subsequent to to the measurement date | 31,113 | - |
| Total | $ 46,139 | $ 100,584 |

The deferred outflows of resources related to pensions resulting from District contributions to the HIS Plan subsequent to the measurement date, totaling $31.1 million, will be recognized as a reduction in the net pension liability in the fiscal year ending June 30, 2026. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be amortized and recognized as pension expense as follows:

| Fiscal Year Ending June 30, | Amount (in thousands) |
|---|---|
| 2026 | $ (17,255) |
| 2027 | (18,009) |
| 2028 | (21,909) |
| 2029 | (16,742) |
| 2030 | (9,292) |
| Thereafter | (2,352) |
| Total | $ (85,559) |

*Actuarial Assumptions*. The total pension liability in the July 1, 2024 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

| | |
|---|---|
| Inflation | 2.40 percent |
| Salary Increases | 3.50 percent, average, including inflation |
| Municipal Bond Rate | 3.93 percent |

Mortality rates were based on the PUB-2010 base table, projected generationally with Scale MP-2018.

The actuarial assumptions for July 1, 2024, which were used to determine the total pension liability for the HIS program were based on certain results of the most recent experience study for the FRS Pension Plan.

*Discount Rate*. The discount rate used to measure the total pension liability was 3.93 percent. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index. The discount rate changed from 3.65 percent to 3.93 percent.

*Sensitivity of the District's Proportionate Share of the Net Position Liability to Changes in the Discount Rate.* The following presents the District's proportionate share (in thousands) of the net pension liability calculated using the discount rate of 3.93 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (2.93 percent) or 1 percentage point higher (4.93 percent) than the current rate:

| | 1% Decrease (2.93%) | Current Discount Rate (3.93%) | 1% Increase (4.93%) |
|---|---|---|---|
| District's proportionate share of the net pension liability | $ 623,908 | $ 548,070 | $ 485,113 |

*Pension Plan Fiduciary Net Position*. Detailed information about the HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State Administered Systems Annual Comprehensive Financial Report.

*Payables to the Pension Plan*. At June 30, 2025, the District reported a payable of $1.7 million for the outstanding amount of contributions to the HIS Plan required for the fiscal year ended June 30, 2025.

*Aggregate Net Pension Liabilities, Expenses, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions.*

The District's FRS and HIS pension expense totaled $169.2 million for the fiscal year ended June 30, 2025. Aggregate net pension liability for all plans was $1.6 billion, with balances of $478 million for deferred outflows of resources and $230 million for deferred inflows of resources.

Below is a summary for each of the District's plans related to pensions (in thousands):

| Defined Benefit Pension Plans | Net Pension Liability | Deferred Outflows of Resources | Deferred Inflows of Resources | Total Expense |
|---|---|---|---|---|
| FRS | $ 1,066,574 | $ 431,890 | $ 129,435 | $ 155,483 |
| HIS | 548,070 | 46,139 | 100,584 | 13,721 |
| Total | $ 1,614,644 | $ 478,029 | $ 230,019 | $ 169,204 |

**FRS – Defined Contribution Pension Plan**

The District contributed $28 million in the 2025 fiscal year to the FRS Investment Plan (Investment Plan), a defined contribution pension plan, for its eligible employees electing to participate in the Investment Plan. The Investment Plan is administered by the State Board of Administration (SBA), and is reported in the SBA's annual financial statements and in the State of Florida Annual Comprehensive Financial Report.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. District employees participating in DROP are not eligible 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. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature.

The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected County Officers', etc.), as the FRS defined benefit plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Costs of administering the Investment Plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.06 percent of payroll and by forfeited benefits of Investment Plan members. Allocations to the Investment Plan member accounts during the 2024-25 fiscal year were as follows:

| Class | Percent of Gross Compensation |
|---|---|
| FRS, Regular | 11.30 |
| FRS, Elected County Officers' | 16.34 |
| FRS, Senior Management Service | 12.67 |
| FRS, Special Risk | 19.00 |

For all membership classes, employees are immediately vested in their own contributions and are vested after 1 year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the FRS Pension Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Non-vested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS-covered employment within the five year period, the employee will regain control over their account. If the employee does not return within the five year period, the employee will forfeit the accumulated account balance. For the fiscal year ended June 30, 2025, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the District.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income.

*Payables to the Investment Plan*. At June 30, 2025, the District reported a payable of $2.2 million for the outstanding amount of contributions to the Investment Plan required for the fiscal year ended June 30, 2025.

## 15. CHARTER SCHOOLS REFERENDUM SETTLEMENT

On March 19, 2024, the Florida Commissioner of Education issued a memorandum to the Florida State Board of Education, finding probable cause that the Broward County School District was not in compliance with Florida law by failing to share revenues generated from the 2018 Referendum with Broward County charter schools. The memorandum recommended that the State Board of Education require the District to submit proof of a School Board-approved plan for full payment of the withheld 2018 Referendum revenues.

To address the matter, the District reached a tentative settlement agreement in April 2024 to repay the charter schools a total of $76.3 million, with interest compounding monthly at 1.0 percent (12.0 percent per annum) in accordance with §1002.33(17)(e), F.S. The settlement terms stipulated annual payments over a three-year period, beginning July 10, 2024, and concluding July 10, 2026. The School Board approved settlement agreements with various charter schools in stages, starting on June 18, 2024, and continuing with subsequent approvals on July 23, 2024; August 21, 2024; and September 10, 2024. As a result of this settlement, a liability for the settlement payable was recorded in the government-wide financial statements as a long-term liability. As of June 30, 2025, the total liability amount is $51.1 million; this amount includes $282 thousand for funds not yet distributed to charter schools that have not reached an agreement or closed.

The payment schedule is as follows (in thousands):

| Fiscal Year Ending June 30 | Total | Principal | Interest |
|---|---|---|---|
| 2026 | 40,748 | 25,424 | 15,324 |
| 2027 | 45,916 | 25,425 | 20,491 |
| **Total** | $ 86,664 | $ 50,849 | $ 35,815 |

## 16. FICA ALTERNATIVE

The district has established the FICA Alternative Retirement Plan (the FICA Plan), a defined contribution retirement plan, for certain temporary employees not covered under the Plan. Under provision of the Internal Revenue Code (IRC) section 3121(b)(7)(F), public employers could place employees not covered under existing employer pension plans into an alternative retirement plan in place of social security contributions. The FICA Plan was established under IRC Section 401(a) and requires a mandatory pre-tax contribution of 7.5 percent in lieu of Social Security. The FICA Plan is noncontributory for the district and eliminates the required match of Social Security contributions. Approximately 1,387 temporary employees are currently participating in the FICA Plan. For the period ending June 30, 2025, $1.1 million was contributed by participating employees based on gross wages of $14.1 million. A third-party administrator administers the FICA Plan, with administrative fees being paid for by the district. The district does not have any fiduciary responsibility.

## 17. RISK MANAGEMENT

The district is exposed to various risks of loss, including torts, theft, damage to and destruction of assets, errors and omissions, injuries to employees and students, and natural disasters. Workers' compensation, automobile liability, general liability, and health insurance coverage are being provided on a self-insurance basis up to specified limits. The District purchases commercial insurance for certain risks in excess of the self-insurance coverage and for other risks of loss. The district has contracted with an insurance administrator to administer these self-insurance programs, including the processing, investigating, and payment of claims.

The District is self-insured for portions of its health insurance, general and automobile liability insurance, and workers' compensation. Claim activity (expenditures for general and automobile liability, workers' compensation, and health insurance) is recorded in the general fund as payments become due each period. The estimated liability for self-insured risks represents an estimate of the amount to be paid on claims reported and on claims incurred but not reported. For the governmental funds, in the fund financial statements, the liability for self-insured risks is considered long-term and, therefore, is not a fund liability (except for any amounts due and payable at year-end) and represents a reconciling item between the fund level and government-wide presentations. Settled claims resulting from risks described above have not exceeded commercial coverage for the past three years.

The claims liability for workers' compensation, automobile liability, and general liability is based on an actuarial valuation performed by an independent actuary as of June 30, 2025, using a margin for a 50 percent confidence level. With the 50 percent confidence level, the actuary is estimating the margin necessary so that there is a 50 percent likelihood that the funding level will be sufficient to cover the actual liabilities. The employee health insurance liability is based on an actuarial calculation of estimated claims that have been incurred but not reported. The total claims liability of $77.0 million on June 30, 2025, includes estimated losses for all reported claims and claims incurred but not reported.

A summary of changes in the estimated liability for self-insured risks is as follows (in thousands):

| | 2025 | 2024 |
|---|---|---|
| Balance, beginning of year | $ 77,254 | $ 73,701 |
| Additions: | | |
| Claims incurred | 351,266 | 328,889 |
| Reductions: | | |
| Claims paid | (351,482) | (325,336) |
| Balance, end of year | $ 77,038 | $ 77,254 |
| | | |
| Estimated Liability: | | |
| Current Portion | $ 31,619 | $ 30,551 |
| Portion Due Within One Year | 16,043 | 16,339 |
| Portion Due After One Year | 29,376 | 30,364 |
| Total Estimated Liability | $ 77,038 | $ 77,254 |

## 18. FUND BALANCE REPORTING

The District's fund balance is reported with the following hierarchy:

Nonspendable:

The District has $16.7 million in inventory and $20.1 million in prepaids classified as nonspendable; $33.0 million is in the General Fund and $3.8 million is in Other Governmental Funds for a total of $36.8 million.

Spendable:

Restricted for State Categorical Programs, Debt Service, Capital Projects, Food Service and Special Revenue:

Florida Statutes require certain revenues to be designated for the purposes of state required carryover programs, debt service, capital projects, and food service. The restricted fund balance totaling $594.7 million represents $1.4 million in State required carryover programs, $2.6 million for Workforce Development, $46.4 million in Debt Service, $510.9 million in Capital Projects, and $33.4 million in Food Service for Special Revenue.

Committed for Self Insurance:

The School Board through resolution has committed $54.3 million for future self-insured claims.

Assigned for School Operations:

The District has assigned spendable fund balance for its General Fund of $60.6 million and Special Revenue of $719 thousand, totaling $61.3 million. The General Fund assigned fund balance is comprised of outstanding encumbrances of $1.3 million for goods and services including supplies, furniture, fixture and equipment, and fuel; next year budget appropriations of $53.5 million, and obligations for other postemployment benefits of $5.8 million.

Unassigned:

The District's General Fund unassigned fund balance is $54.1 million.

The following table shows the District's fund balance classification at June 30, 2025 (in thousands):

| | Major Funds | | | | | |
|---|---|---|---|---|---|---|
| | General Fund | COP Series Debt Service Funds | Local Millage Capital Improvement Funds | Other Capital Projects Funds | Other Governmental Funds | Total Governmental Funds |
| Fund Balances: | | | | | | |
| Nonspendable: | | | | | | |
| Inventory | $ 12,884 | $ - | $ - | $ - | $ 3,806 | $ 16,690 |
| Prepaids | 20,117 | - | - | - | - | 20,117 |
| Total Nonspendable | 33,001 | - | - | - | 3,806 | 36,807 |
| Restricted: | | | | | | |
| State Required Carryover Programs | 1,384 | - | - | - | - | 1,384 |
| Workforce Development | 2,549 | - | - | - | - | 2,549 |
| Capital Projects | - | - | 311,297 | 161,569 | 38,082 | 510,948 |
| Special Revenue Food Service | - | - | | | 33,402 | 33,402 |
| Debt Service | - | 37 | | | 46,394 | 46,431 |
| Total Restricted | 3,933 | 37 | 311,297 | 161,569 | 117,878 | 594,714 |
| Committed: | | | | | | |
| Self-Insurance | 54,327 | - | - | - | - | 54,327 |
| Assigned: | | | | | | |
| School Operations Encumbrances | 1,341 | - | - | - | - | 1,341 |
| Next Year Budget Appropriations | 53,462 | - | - | - | - | 53,462 |
| OPEB | 5,752 | | | | | 5,752 |
| Special Revenue | - | - | - | - | 719 | 719 |
| Total Assigned | 60,555 | - | - | - | 719 | 61,274 |
| Unassigned: | 54,142 | - | - | - | - | 54,142 |
| Total Fund Balance: | $ 205,958 | $ 37 | $ 311,297 | $ 161,569 | $ 122,403 | $ 801,264 |

The total of the assigned and unassigned amounts will be used to calculate fund balance as a percentage of revenues under the provisions of Section 1011.051, Florida Statutes. At the end of the fiscal year, the total amount of the assigned and unassigned General Fund balance was $114.7 million or 4.2 percent of the General Fund's total revenues, and 5.3 percent of the General Fund's total revenues excluding Charter school revenues.

## 19. NET POSITION

The government-wide Statement of Net Position reports all financial and capital resources of the District, as well as its liabilities. The difference between assets and deferred outflows and liabilities and deferred inflows are reported as net position. Net position is displayed in three components:

- Net investment in capital assets: Capital assets, net of accumulated depreciation/amortization and reduced by the outstanding balance of debt that is attributable to the acquisition, construction, or improvement of those assets.
- Restricted net position: Net position where constraints on their use are: (1) externally imposed by creditors, grantors, contributors, laws, or regulations of other governments, or (2) imposed by law through constitutional provisions or enabling legislation.
- Unrestricted net position (deficit): All other assets and liabilities not part of the above categories. This amount represents the accumulated results of all past years' operations. The deficit in net position of governmental activities is due to long-term liabilities, including compensated absences, pension liabilities and OPEB.

The composition of net investment in capital assets as of June 30, 2025 is shown in the table below (in thousands):

| | | |
|---|---|---|
| Total capital assets, net of accumulated depreciation | | $ 3,724,973 |
| Less: | | |
| Total debt outstanding, net of unspent proceeds | $ (2,021,725) | |
| Retainage payable | (35,257) | |
| Total related debt | | (2,056,982) |
| Total net investment in capital assets [1] | | $ 1,667,991 |

[1] The deferred amount on refunding is included in the calculation of the net investment in capital assets.

## 20. COMMITMENTS AND CONTINGENCIES

The District has entered into various construction and other contracts that extend beyond year-end. The District has capital outlay commitments of $274.4 million, of which $251.2 million was for various construction contracts, and other encumbrances of $23.2 million as of June 30, 2025.

The following is a summary of the District's commitments and contingencies as of June 30, 2025 (in thousands):

| | Other Encumbrances | Capital Outlay Commitments | Total |
|---|---|---|---|
| General Fund | $ 1,341 | $ - | $ 1,341 |
| Local Millage Capital Improvement Fund | - | 140,515 | 140,515 |
| Other Capital Projects Fund | - | 100,326 | 100,326 |
| Other Governmental Funds | - | 33,529 | 33,529 |
| Total Commitments and Contingencies | $ 1,341 | $ 274,370 | $ 275,711 |

The District has various agreements with other governmental agencies that may require the District to contribute additional financial resources, as anticipated by such agreements. Such liabilities are accrued at the time they become known to the District.

The District receives funding from the State of Florida under the FEFP and is based in part on a computation of the number of students attending different types of instruction (FTE Computation). The accuracy of data compiled by individual schools supporting the FTE Computation is subject to audit by the State and, if found to be in error, could result in refunds to the State or in decreases to future funding allocations. Additionally, the District participates in a number of federal, state and local grants, which are subject to financial, and compliance audits. It is the opinion of management that the amount of revenue, if any, which may be remitted back to the State due to errors in the FTE computation or the amount of grant expenditures, which may be disallowed by grantor agencies, would not be material to the financial position of the District.

The District is a defendant in numerous lawsuits as of June 30, 2025. In the opinion of management, the District's estimated aggregate liability with respect to probable losses has been provided for in the estimated liability for insurance risks and pending claims in the accompanying financial statements, after giving consideration to the District's related insurance coverage, as well as the Florida statutory limitations of governmental liability on uninsured risks. It is the opinion of management in consultation with its legal counsel, that the final settlements of these matters will not have a material adverse effect on the financial condition, changes in financial position, cash flows or changes in fund balance of the affected fund.

The District is in litigation filed by OHL Building, Inc. n/k/a OHLA Building, Inc. related to the Falcon Cove Middle School project, seeking payment in excess of $3.0 million. While the outcome is uncertain, legal counsel believes it has substantial defenses and losses cannot be reasonably estimable at this time. Accordingly, no liability has been recorded as of the fiscal year-end.

The District is a defendant in six separate lawsuits filed by Lunacon Engineering Group, Corp., a contractor engaged on various District capital improvement projects, counsel has estimated potential exposure in excess of $2.0 million in the aggregate. Based on information currently available, the District is unable to predict the outcome and legal counsel believes that the District has valid defenses and contractual protections. Accordingly, no liability has been recorded as of the fiscal year-end.

The District is a defendant in claims filed by Florida International Consulting Engineers Design, Inc. related to alleged unpaid design and construction services on multiple school projects. While the plaintiff has asserted claims in excess of $3.7 million, management, in consultation with legal counsel, believes the ultimate resolution will not have a material adverse effect on the District's financial position. At this time, the outcome of the matter and any potential loss cannot be reasonably estimated, and no liability has been recorded.

## 21. SUBSEQUENT EVENTS

On July 8, 2025, the District issued $247.5 million Tax Anticipation Notes, Series 2025, pursuant to Section 1011.13, Florida Statues, to provide interim funds for the payment of operating expenses of the District for the fiscal year commencing July 1, 2025 and ending June 30, 2026, in anticipation of the receipt of the ad valorem taxes. The Notes and the interest thereon will be special, limited obligations of the District, payable from and secured by a pledge of the ad valorem taxes levied and collected for the benefit of the District for operating purposes. The Notes are not subject to redemption prior to maturity.

# Broward County Public Schools

*Educating Today's Students*
*To Succeed in Tomorrow's World*

# Required Supplemental Information
## (Part B)

Required supplemental information is comprised of unaudited information that accompanies the audited basic financial statements. Part B deals with the budgetary analysis, including notes, of the General Fund and Other Postemployment Benefits (OPEB) and pension related schedules.

# Broward County Public Schools

*Educating Today's Students*
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# Major Funds Comparative Schedule of Revenues, Expenditures and Changes in Fund Balance – General Fund and Special Revenue Fund Budget and Actual (Budgetary Basis)

The Comparative Schedule of Revenues, Expenditures and Changes in Fund Balance – Budgetary and Actual provides additional information relating to the General Fund and Special Revenue Fund presented in the "Basic Financial Statements" in order to demonstrate legal budgetary compliance.

**GENERAL FUND**
**COMPARATIVE SCHEDULE OF REVENUES, EXPENDITURES,**
**AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS**
**BUDGET AND ACTUAL (BUDGETARY BASIS)**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | BUDGET | | | VARIANCE Positive |
|---|---|---|---|---|
| | ORIGINAL | FINAL | ACTUAL | (Negative) |
| **SOURCES/INFLOWS:** | | | | |
| **Revenues:** | | | | |
| **Local sources:** | | | | |
| Ad valorem taxes | $ 1,511,186 | $ 1,506,026 | $ 1,506,026 | $ - |
| Interest on investments | 18,000 | 32,275 | 32,275 | - |
| Other | 70,191 | 69,958 | 69,958 | - |
| Total local sources | 1,599,377 | 1,608,259 | 1,608,260 | - |
| **State sources:** | | | | |
| Florida education finance program | 981,974 | 728,970 | 728,970 | - |
| Categorical programs and other | 343,240 | 360,754 | 360,754 | - |
| Total state sources | 1,325,214 | 1,089,724 | 1,089,724 | - |
| **Federal sources:** | | | | |
| Grants and other | 13,985 | 13,117 | 13,117 | - |
| Total federal sources | 13,985 | 13,117 | 13,117 | - |
| **Total revenues** | 2,938,576 | 2,711,100 | 2,711,101 | - |
| **Other financing sources** | | | | |
| Equipment finance/lease agreements | - | 13,779 | 13,779 | - |
| Transfers in | 167,605 | 230,264 | 230,264 | - |
| **Total other financing sources** | 167,605 | 244,043 | 244,043 | - |
| **Total amounts available for appropriations** | 3,106,181 | 2,955,143 | 2,955,144 | - |
| **USES/OUTFLOWS:** | | | | |
| **Expenditures:** | | | | |
| **Current operating:** | | | | |
| Instructional services | 2,159,199 | 1,796,801 | 1,796,801 | - |
| Student and instructional support services | 241,012 | 303,432 | 303,432 | - |
| Student transportation services | 91,728 | 106,080 | 106,080 | - |
| Operation and maintenance of plant | 313,761 | 390,921 | 390,921 | - |
| School administration | 155,441 | 163,524 | 163,524 | - |
| General administration | 116,928 | 159,769 | 159,769 | - |
| **Total current operating** | 3,078,069 | 2,920,527 | 2,920,527 | - |
| **Debt service:** | | | | |
| Interest charges and other | 7,088 | 6,889 | 6,889 | - |
| **Total debt service** | 7,088 | 6,889 | 6,889 | - |
| **Capital outlay** | 20,138 | 37,129 | 37,129 | - |
| **Total expenditures** | 3,105,295 | 2,964,545 | 2,964,545 | - |
| **Other financing uses:** | | | | |
| Transfers out | 886 | 1,222 | 1,222 | - |
| **Total charges against appropriations** | 3,106,181 | 2,965,767 | 2,965,767 | - |
| Net change in fund balances | $ - | $ (10,623) | (10,623) | $ - |
| **Adjustment to conform with GAAP:** | | | | |
| Elimination of encumbrances | | | 17,531 | |
| Excess (deficiency) of revenues and other sources over (under) expenditures and other uses (GAAP Basis) | | | 6,908 | |
| **Fund balances, beginning of year** | | | 199,050 | |
| **Fund balances, end of year** | | | $ 205,958 | |

**The accompanying notes are an integral part of this schedule.**

**MAJOR SPECIAL REVENUE FUND - FEDERAL EDUCATION STABILIZATION FUNDS**
**COMPARATIVE SCHEDULE OF REVENUES, EXPENDITURES,**
**AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS**
**BUDGET AND ACTUAL (BUDGETARY BASIS)**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | BUDGET | | | VARIANCE Positive |
|---|---|---|---|---|
| | ORIGINAL | FINAL | ACTUAL | (Negative) |
| **Revenues:** | | | | |
| **Federal sources:** | | | | |
| Grants and other | $ 126,261 | $ 126,261 | $ 119,878 | $ (6,383) |
| **Total revenues** | 126,261 | 126,261 | 119,878 | (6,383) |
| **Expenditures:** | | | | |
| **Current operating:** | | | | |
| Instructional services | 99,568 | 108,629 | 104,146 | 4,483 |
| Student and instructional support services | 8,866 | 7,967 | 7,354 | 613 |
| Student transportation services | 2,305 | 1,544 | 1,246 | 298 |
| Operation and maintenance of plant | 5,651 | 850 | 686 | 164 |
| School administration | 1,525 | 262 | 195 | 67 |
| General administration | 7,841 | 5,902 | 5,587 | 315 |
| **Total current operating** | 125,756 | 125,154 | 119,214 | 5,940 |
| **Capital outlay** | 505 | 1,107 | 786 | 321 |
| **Total expenditures** | 126,261 | 126,261 | 120,000 | 6,261 |
| Net change in fund balances | $ (0) | $ (0) | (122) | $ (122) |
| **Adjustment to conform with GAAP:** | | | | |
| Elimination of encumbrances | | | 122 | |
| Excess (deficiency) of revenues over (under) expenditures (GAAP Basis) | | | - | |
| **Fund balances, beginning of year** | | | - | |
| **Fund balances, end of year** | | | $ - | |

**The accompanying notes are an integral part of this schedule.**

**NOTES TO THE BUDGETARY COMPARISON SCHEDULE**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**

## I. BUDGET

**Budget Information.** GASB 34 requires governments to include as required supplementary information (RSI), budgetary comparison schedules for the general fund and each major special revenue fund that has a legally adopted budget.

Budgets are legally adopted annually for the General Fund and the major Special Revenue Fund. Unencumbered appropriations lapse at year-end for the General Fund and encumbered appropriations are carried forward, if applicable, to the following year and closed after a three-month period. Management may not amend the budget without the specific approval of the School Board. Accordingly, no expenditure may be authorized and no obligation incurred in excess of the current budgetary appropriation without Board authorization. The budgetary basis of accounting is the modified accrual basis plus encumbrances authorized for the fiscal year.

The budgeted revenues and expenditures shown in the accompanying schedule reflect all amendments to the original budget through September 9, 2025, the date the final amendments were approved by the Board.

## II. EXPLANATION OF DIFFERENCES BETWEEN BUDGETARY INFLOWS AND OUTFLOWS AND GAAP REVENUES AND EXPENDITURES

The following table presents a reconciliation of the differences between the budgetary and GAAP basis of accounting for the General Fund (in thousands):

| | |
|---|---|
| **Sources/inflows of resources:** | |
| Actual amounts (budgetary basis) "available for appropriation" from the budgetary comparison schedule | $ 2,955,144 |
| Transfers from other funds, other loss recoveries and sale of capital assets are inflows of budgetary resources but are not revenues for financial reporting purposes | (244,043) |
| Total revenues as reported on the Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds | $ 2,711,101 |
| **Uses/outflows of resources:** | |
| Actual amounts (budgetary basis) "Total charges against appropriations" from the budgetary comparison schedule | $ 2,965,767 |
| Transfers to other funds are outflows of budgetary resources but are not expenditures for financial reporting purposes | (1,222) |
| Total expenditures as reported on the Statement of Revenues, Expenditures and Changes in Fund Balance – Governmental Funds (budgetary basis) | 2,964,545 |
| Encumbrances for goods and services is reported in the year the purchase order, contract or commitment for expenditures is initiated; but reported in the year received or delivered for financial reporting purposes | (17,531) |
| Total expenditures as reported on the Statement of Revenues, Expenditures and Changes in Fund Balance (GAAP) | $ 2,947,014 |

The following table presents a reconciliation of the differences between the budgetary and GAAP basis of accounting for the major Special Revenue Funds (in thousands):

| | |
|---|---|
| **Uses/outflows of resources:** | |
| Total expenditures as reported on the Statement of Revenues, Expenditures and Changes in Fund Balance – major Special Revenue Funds (budgetary basis) | $ 120,000 |
| Encumbrances for goods and services is reported in the year the purchase order, contract or commitment for expenditures is initiated; but reported in the year received or delivered for financial reporting purposes | (122) |
| Total expenditures as reported on the Statement of Revenues, Expenditures and Changes in Fund Balance (GAAP) | $ 119,878 |

# Broward County Public Schools



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**OTHER POSTEMPLOYMENT BENEFITS**
**SCHEDULE OF CHANGES IN THE DISTRICT'S TOTAL OPEB LIABILITY AND RELATED RATIOS**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| **Total OPEB Liability** | | | |
| Service cost | $ 7,756 | $ 7,737 | $ 11,515 |
| Interest | 6,863 | 6,384 | 4,347 |
| Difference between expected and actual experience | (16,830) | - | (17,361) |
| Changes of assumptions or other inputs | (1,544) | (3,314) | (41,447) |
| Benefit payments | (6,344) | (5,722) | (7,618) |
| Net change in total OPEB liability | (10,099) | 5,085 | (50,564) |
| Total OPEB Liability - beginning | 173,224 | 168,139 | 218,703 |
| **Total OPEB Liability - ending** | $ 163,125 | $ 173,224 | $ 168,139 |
| Covered-Employee Payroll | $ 1,280,885 | $ 1,348,787 | $ 1,306,332 |
| **Total OPEB Liability as a percentage of covered-employee payroll** | 12.74% | 12.84% | 12.87% |

The District did not have plan assets accumulated in a trust.

Information is required for 10 years. As of June 30, 2025, only eight years of information is available.

**SOURCE: The School Board of Broward County - Accounting & Financial Reporting Department**

| 2022 | 2021 | 2020 | 2019 | 2018 |
|---|---|---|---|---|
| $ 9,819 | $ 12,639 | $ 10,736 | $ 8,746 | $ 9,696 |
| 5,000 | 7,056 | 7,385 | 6,403 | 5,455 |
| - | 1,119 | - | (15,316) | - |
| 12,962 | (32,501) | 8,497 | 28,955 | (14,423) |
| (6,680) | (7,033) | (7,133) | (6,133) | (7,298) |
| 21,101 | (18,720) | 19,485 | 22,655 | (6,571) |
| 197,602 | 216,322 | 196,837 | 174,182 | 180,753 |
| $ 218,703 | $ 197,602 | $ 216,322 | $ 196,837 | 174,182 |
| $ 1,213,501 | $ 1,175,304 | $ 1,273,276 | $ 1,233,197 | $ 1,145,721 |
| 18.02% | 16.81% | 16.99% | 15.96% | 15.20% |

**(UNAUDITED)**

**SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY - FLORIDA RETIREMENT SYSTEM PENSION PLAN [1] FOR THE FISCAL YEAR ENDED JUNE 30, 2025 (in thousands)**

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| District's proportion of the FRS net pension liability | 2.76% | 2.86% | 3.02% |
| District's proportionate share of the FRS net pension liability | $ 1,066,574 | $ 1,139,910 | $ 1,125,518 |
| District's covered payroll | $ 1,547,284 | $ 1,487,652 | $ 1,441,027 |
| District's proportionate share of the FRS net pension liability as a percentage of its covered payroll | 68.93% | 76.62% | 78.11% |
| FRS plan fiduciary net position as a percentage of the total pension liability | 83.70% | 82.83% | 82.89% |

[1] **The amounts presented for each fiscal year were determined as of June 30.**

**Schedule is intended to show information for 10 years.**

**SOURCE: The School Board of Broward County - Accounting & Financial Reporting Department**

| 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 |
|---|---|---|---|---|---|---|
| 3.04% | 2.81% | 2.81% | 2.90% | 2.91% | 2.75% | 3.05% |
| $ 229,295 | $ 1,216,327 | $ 969,020 | $ 874,567 | $ 860,624 | $ 694,160 | $ 393,881 |
| $ 1,409,003 | $ 1,398,226 | $ 1,347,013 | $ 1,346,477 | $ 1,319,977 | $ 1,225,971 | $ 1,227,048 |
| 16.27% | 86.99% | 71.94% | 64.95% | 65.20% | 56.62% | 32.10% |
| 96.40% | 78.85% | 82.61% | 84.26% | 83.89% | 84.88% | 92.00% |

**(UNAUDITED)**

**SCHEDULE OF THE DISTRICT'S CONTRIBUTIONS**
**FLORIDA RETIREMENT SYSTEM PENSION PLAN [1]**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| Contractually required FRS contribution | $ 156,597 | $ 156,124 | $ 137,619 |
| FRS contributions in relation to the contractually required contibution | (156,597) | (156,124) | (137,619) |
| FRS contribution deficiency (excess) | $ - | $ - | $ - |
| District's covered payroll | $ 1,556,222 | $ 1,547,284 | $ 1,487,652 |
| FRS contributions as a percentage of covered payroll | 10.06% | 10.09% | 9.25% |

[1] **The amounts presented for each fiscal year were determined as of June 30.**

**Schedule is intended to show information for 10 years.**

**SOURCE: The School Board of Broward County - Accounting & Financial Reporting Department**

| 2022 | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 |
|---|---|---|---|---|---|---|
| $ 129,079 | $ 115,638 | $ 93,244 | $ 87,247 | $ 82,749 | $ 75,743 | $ 67,042 |
| (129,079) | (115,638) | (93,244) | (87,247) | (82,749) | (75,743) | (67,042) |
| $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| $ 1,441,027 | $ 1,409,003 | $ 1,398,226 | $ 1,347,013 | $ 1,346,477 | $ 1,319,977 | $ 1,225,971 |
| 8.96% | 8.21% | 6.67% | 6.48% | 6.15% | 5.74% | 5.47% |

**(UNAUDITED)**

**SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY - HEALTH INSURANCE SUBSIDY PENSION PLAN [(1)] FOR THE FISCAL YEAR ENDED JUNE 30, 2025 (in thousands)**

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| District's proportion of the HIS net pension liability | 3.65% | 3.75% | 3.95% |
| District's proportionate share of the HIS net pension liability | $ 548,070 | $ 595,579 | $ 417,993 |
| District's covered payroll | $ 1,547,284 | $ 1,487,652 | $ 1,441,027 |
| District's proportionate share of the HIS net pension liability as a percentage of its covered payroll | 35.42% | 40.03% | 29.01% |
| HIS plan fiduciary net position as a percentage of the total pension liability | 4.80% | 4.12% | 4.81% |

**[(1)] The amounts presented for each fiscal year were determined as of June 30.**

**Schedule is intended to show information for 10 years.**

**SOURCE: The School Board of Broward County - Accounting & Financial Reporting Department**

| 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 |
|---|---|---|---|---|---|---|
| 3.98% | 4.03% | 4.03% | 4.13% | 4.14% | 3.96% | 4.04% |
| $ 488,104 | $ 491,727 | $ 450,497 | $ 436,710 | $ 442,465 | $ 461,221 | $ 412,416 |
| $ 1,409,003 | $ 1,398,226 | $ 1,347,013 | $ 1,346,477 | $ 1,319,977 | $ 1,225,971 | $ 1,227,048 |
| 34.64% | 35.17% | 33.44% | 32.43% | 33.52% | 37.62% | 33.61% |
| 3.56% | 3.00% | 2.63% | 2.15% | 1.64% | 0.97% | 0.50% |

**(UNAUDITED)**

**SCHEDULE OF THE DISTRICT'S CONTRIBUTIONS**
**HEALTH INSURANCE SUBSIDY PENSION PLAN [1]**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| Contractually required HIS contribution | $ 31,113 | $ 30,932 | $ 24,669 |
| HIS contributions in relation to the contractually required contribution | (31,113) | (30,932) | (24,669) |
| HIS contribution deficiency (excess) | $ - | $ - | $ - |
| District's covered payroll | $ 1,556,222 | $ 1,547,284 | $ 1,487,652 |
| HIS contributions as a percentage of covered payroll | 2.00% | 2.00% | 1.66% |

[1] **The amounts presented for each fiscal year were determined as of June 30.**

**Schedule is intended to show information for 10 years.**

**SOURCE: The School Board of Broward County - Accounting & Financial Reporting Department**

| 2022 | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 |
|---|---|---|---|---|---|---|
| $ 23,879 | $ 23,390 | $ 23,207 | $ 22,357 | $ 22,376 | $ 21,900 | $ 20,284 |
| (23,879) | (23,390) | (23,207) | (22,357) | (22,376) | (21,900) | (20,284) |
| $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| $ 1,441,027 | $ 1,409,003 | $ 1,398,226 | $ 1,347,013 | $ 1,346,477 | $ 1,319,977 | $ 1,225,971 |
| 1.66% | 1.66% | 1.66% | 1.66% | 1.66% | 1.66% | 1.65% |

**(UNAUDITED)**

**NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**

## I. BUDGETARY POLICIES

The Board follows procedures established by State Statute and State Board of Education rules in establishing annual budgets for governmental funds as described below:

- Budgets are prepared, public hearings are held, and original budgets are adopted annually for all governmental fund types in accordance with procedures and time intervals prescribed by State law and SBE rules.

- The major functional level is the legal level of budgetary control. Budgeted amounts may be amended by resolution at any Board meeting prior to the due date for the annual financial report. The following are legally adopted budgets by the School Board for the fiscal year 2024-25: 1) General Fund, 2) Food Service Fund, 3) Capital Funds, 4) Debt Service Funds, 5) Internal Service Funds, 6) Special Revenue - Other Federal Programs, 7) Special Revenue - Elementary Secondary School Emergency Relief Act (ESSER II), 8) Special Revenue - Other CRRSA Act Relief Fund (Including GEER II), 9) Special Revenue - Elementary And Secondary School Emergency Relief III (ESSER III), 10) Special Revenue - Other Arp Act Relief Fund and, 11) Special Revenue - Miscellaneous Funds.

- Budgets are prepared using the same modified accrual basis as is used to account for governmental funds. (A description of any differences in the basis of accounting used to prepare the budgets should be included, if applicable. For example: "except that no budget appropriation is made for capital leases in the year of inception.")

- Budgetary information is integrated into the accounting system and, to facilitate budget control, budget balances are encumbered when purchase orders are issued. Appropriations lapse at fiscal year end and encumbrances outstanding are honored from the subsequent year's appropriations.

## II. SCHEDULE OF CHANGES IN THE DISTRICT'S TOTAL OTHER POSTEMPLOYMENT BENEFITS LIABILITY AND RELATED RATIOS

No assets are accumulated in a trust that meet the criteria in paragraph 4 of GASB Statement No. 75 to pay related benefits.

*Changes of Assumptions*. 1). The discount rate was changed from 3.86 percent as of the beginning of the measurement period to 3.93 percent as of June 30, 2024, 2). There were no benefit changes during this year, 3). The expected claims costs and premiums were updated to reflect recent information provided for this valuation, 4). The acceptance assumption was reduced from 30% to 25%, 5). The healthcare cost trend assumption was updated and, 6). Rates of mortality, withdrawal, disability, salary increase, retirement and DROP entry for all membership classes were updated to align with changes adopted by the Florida Retirement System in its July 1, 2024 Actuarial Valuation.

## III. SCHEDULE OF NET PENSION LIABILITY AND SCHEDULE OF CONTRIBUTIONS – FLORIDA RETIREMENT SYSTEM PENSION PLAN

*Changes of Assumptions.* The long-term expected rate of return remained at 6.70 percent.

## IV. SCHEDULE OF NET PENSION LIABILITY AND SCHEDULE OF CONTRIBUTIONS – HEALTH INSURANCE SUBSIDY PENSION PLAN

*Changes of Assumptions.* 1) The municipal bond rate used to determine total pension liability was increased from 3.65 percent to 3.93 percent, 2) The discount rate was modified to reflect the change in the value of the municipal bond index between GASB measurement dates, 3) All demographic assumptions and methods were reviewed as part of the 2024 Experience Study and, 4) The coverage election assumptions were updated to reflect recent and anticipated future experience of HIS program participants. For 3) and 4) Changes were adopted by the 2024 FRS Assumption Conference during its meetings in October 2024.

# Other Supplemental Information

Other supplemental information is comprised of information that accompanies the audited basic financial statements. This section deals with the budgetary analysis of the major funds not included elsewhere and the fund financial statements and schedules of the non-major funds.

# Broward County Public Schools



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# Other Major Funds Comparative Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual (Budgetary Basis) and Combining, Individual Non-Major Funds Statements and Schedules

The budgetary analysis schedules of the major funds not required to be included as supplemental information are included here with their respective funds.

Combining financial statements and schedules provide a more detailed view of the non-major funds summarized in the “Basic Financial Statements” presented in the preceding subsections.

**NON-MAJOR GOVERNMENTAL FUNDS**
**COMBINING BALANCE SHEET**
**AS OF JUNE 30, 2025**
**(in thousands)**

| | SPECIAL REVENUE | DEBT SERVICE | CAPITAL PROJECTS | TOTAL |
|---|---|---|---|---|
| **ASSETS:** | | | | |
| Equity in pooled cash and investments | $ 38,187 | $ 4,146 | $ 50,343 | $ 92,676 |
| Cash and cash equivalents | - | 42,756 | - | 42,756 |
| Due from other governmental agencies | 17,374 | - | 11,188 | 28,562 |
| Accrued interest receivable | 89 | 82 | 56 | 227 |
| Inventories | 3,806 | - | - | 3,806 |
| Other assets | 105 | 1,141 | - | 1,246 |
| **TOTAL ASSETS** | $ 59,561 | $ 48,125 | $ 61,587 | $ 169,273 |
| **LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES:** | | | | |
| **Liabilities:** | | | | |
| Accounts payable and accrued expenditures | $ 4,894 | $ 64 | $ 3,752 | $ 8,710 |
| Due to other funds | 9,552 | - | - | 9,552 |
| Unearned revenue | 7,188 | - | - | 7,188 |
| Retainage payable | - | - | 19,753 | 19,753 |
| Matured debt and interest payable | - | 1,667 | - | 1,667 |
| **Total liabilities** | 21,634 | 1,731 | 23,505 | 46,870 |
| **Deferred inflows of resources:** | | | | |
| **Total deferred inflows of resources** | - | - | - | - |
| **Fund balances:** | | | | |
| Nonspendable | 3,806 | - | - | 3,806 |
| Restricted | 33,402 | 46,394 | 38,082 | 117,878 |
| Assigned | 719 | - | - | 719 |
| **Total fund balances** | 37,927 | 46,394 | 38,082 | 122,403 |
| **TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES** | $ 59,561 | $ 48,125 | $ 61,587 | $ 169,273 |

**NON-MAJOR GOVERNMENTAL FUNDS**
**COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | SPECIAL REVENUE | DEBT SERVICE | CAPITAL PROJECTS | TOTAL |
|---|---|---|---|---|
| **REVENUES:** | | | | |
| **Local sources:** | | | | |
| Ad valorem taxes | $ - | $ 48,365 | $ - | $ 48,365 |
| Food sales | 3,718 | - | - | 3,718 |
| Interest on investments | 2,251 | 4,842 | 2,223 | 9,316 |
| Other | 7,517 | 18 | 3 | 7,538 |
| Total local sources | 13,486 | 53,225 | 2,226 | 68,937 |
| **State sources:** | | | | |
| Public education capital outlay | - | - | - | - |
| Classrooms for kids | - | - | - | - |
| Categorical programs and other | 4,501 | 525 | 11,205 | 16,231 |
| Total state sources | 4,501 | 525 | 11,205 | 16,231 |
| **Federal sources:** | | | | |
| Food service | 100,485 | - | - | 100,485 |
| Grants and other | 254,540 | - | - | 254,540 |
| Total federal sources | 355,025 | - | - | 355,025 |
| **Total revenues** | 373,012 | 53,750 | 13,431 | 440,193 |
| **EXPENDITURES:** | | | | |
| **Current operating:** | | | | |
| Instructional services | 169,035 | - | - | 169,035 |
| Student and instructional support services | 76,254 | - | - | 76,254 |
| Student transportation services | 517 | - | - | 517 |
| Operation and maintenance of plant | 157 | - | - | 157 |
| School administration | 476 | - | - | 476 |
| General administration | 10,308 | - | - | 10,308 |
| Food services | 132,403 | - | - | 132,403 |
| Total current operating | 389,150 | - | - | 389,150 |
| **Debt service:** | | | | |
| Principal retirement | - | 18,107 | - | 18,107 |
| Interest charges and other | - | 39,092 | 13 | 39,105 |
| Total debt service | - | 57,199 | 13 | 57,212 |
| **Capital outlay** | 609 | - | 49,242 | 49,851 |
| **Total expenditures** | 389,759 | 57,199 | 49,255 | 496,213 |
| Excess (deficiency) of revenues over (under) expenditures | (16,747) | (3,449) | (35,824) | (56,020) |
| **OTHER FINANCING SOURCES (USES):** | | | | |
| District bonds | - | - | - | - |
| Refunding bonds issued | - | 69,455 | - | 69,455 |
| Payments to refunded bond escrow agent | - | (76,664) | - | (76,664) |
| Miscellaneous other uses | - | - | - | - |
| Premium (discount) on long-term debt issued | - | 6,198 | - | 6,198 |
| Capital lease | - | - | - | - |
| Sale of capital assets | 69 | - | - | 69 |
| Transfers in | 64 | 7,998 | - | 8,062 |
| Transfers out | - | - | - | - |
| **Total other financing sources (uses)** | 133 | 6,987 | - | 7,120 |
| Net change in fund balances | (16,614) | 3,538 | (35,824) | (48,900) |
| **Fund balances, beginning of year** | 54,541 | 42,856 | 73,906 | 171,303 |
| Adjustments to fund balances | - | - | - | - |
| **Fund balances, beginning of year (restated)** | 54,541 | 42,856 | 73,906 | 171,303 |
| **Fund balances, end of year** | $ 37,927 | $ 46,394 | $ 38,082 | $ 122,403 |

# Broward County Public Schools



***Educating Today's Students***
***To Succeed in Tomorrow's World***

# Non-Major Special Revenue Funds

The non-major Special Revenue Funds are used to account for funds from specific revenue sources (excluding those for major capital projects) that are legally restricted or committed to expenditures for specific purposes.

Food Services – This fund is used to account for Federal, State and local funds received and used for the operation of the Food Service Program.

Contracted Programs – This fund is used to account for Federal, State and local funds received and used to operate various grant programs administered by the School Board.

Other Special Revenue –This fund is used to account for school level revenues and expenditures related to bookstore activities for Technical Colleges.

**NON-MAJOR SPECIAL REVENUE FUNDS**
**COMBINING BALANCE SHEET**
**AS OF JUNE 30, 2025**
**(in thousands)**

| | FOOD SERVICES | CONTRACTED PROGRAMS | OTHER SPECIAL REVENUE | TOTAL |
|---|---|---|---|---|
| **ASSETS:** | | | | |
| Equity in pooled cash and investments | $ 34,956 | $ 2,490 | $ 741 | $ 38,187 |
| Due from other governmental agencies | 1,780 | 15,594 | - | 17,374 |
| Accrued interest receivable | 89 | - | - | 89 |
| Inventories | 3,806 | - | - | 3,806 |
| Other assets | 105 | - | - | 105 |
| **Total assets** | $ 40,736 | $ 18,084 | $ 741 | $ 59,561 |
| **LIABILITIES AND FUND BALANCES:** | | | | |
| **LIABILITIES:** | | | | |
| Accounts payable and accrued expenditures | $ 1,425 | $ 3,447 | $ 22 | $ 4,894 |
| Due to other funds | - | 9,552 | - | 9,552 |
| Unearned revenue | 2,103 | 5,085 | - | 7,188 |
| **Total liabilities** | 3,528 | 18,084 | 22 | 21,634 |
| **FUND BALANCES:** | | | | |
| Nonspendable | 3,806 | - | - | 3,806 |
| Restricted | 33,402 | - | - | 33,402 |
| Assigned | - | - | 719 | 719 |
| **Total fund balances** | 37,208 | - | 719 | 37,927 |
| **Total liabilities and fund balances** | $ 40,736 | $ 18,084 | $ 741 | $ 59,561 |

**NON-MAJOR SPECIAL REVENUE FUNDS**
**COMBINING STATEMENT OF REVENUES, EXPENDITURES,**
**AND CHANGES IN FUND BALANCES**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | FOOD SERVICES | CONTRACTED PROGRAMS | OTHER SPECIAL REVENUE | TOTAL |
|---|---|---|---|---|
| **REVENUES:** | | | | |
| **Local sources:** | | | | |
| Food sales | $ 3,718 | $ - | $ - | $ 3,718 |
| Interest on investments | 2,251 | - | - | 2,251 |
| Other | 140 | 2,746 | 4,631 | 7,517 |
| Total local sources | 6,109 | 2,746 | 4,631 | 13,486 |
| **State sources:** | | | | |
| Other | 975 | 3,526 | - | 4,501 |
| **Federal sources:** | | | | |
| Federal reimbursement | 100,485 | - | - | 100,485 |
| USDA | 7,570 | - | - | 7,570 |
| Other | 488 | 246,482 | - | 246,970 |
| Total federal sources | 108,543 | 246,482 | - | 355,025 |
| **Total revenues** | 115,627 | 252,754 | 4,631 | 373,012 |
| **EXPENDITURES:** | | | | |
| **Current operating:** | | | | |
| Instructional services | - | 164,473 | 4,562 | 169,035 |
| Student and instructional support services | - | 76,254 | - | 76,254 |
| Student transportation services | - | 517 | - | 517 |
| Operation and maintenance of plant | - | 157 | - | 157 |
| School administration | - | 476 | - | 476 |
| General administration | - | 10,308 | - | 10,308 |
| Food service | 132,403 | - | - | 132,403 |
| Total current operating | 132,403 | 252,185 | 4,562 | 389,150 |
| **Capital outlay** | - | 609 | - | 609 |
| **Total expenditures** | 132,403 | 252,794 | 4,562 | 389,759 |
| Excess (deficiency) of revenues over (under) expenditures | (16,776) | (40) | 69 | (16,747) |
| **OTHER FINANCING SOURCES (USES):** | | | | |
| Sale of capital assets | 69 | - | - | 69 |
| Transfers in | 24 | 40 | - | 64 |
| **Total other financing sources (uses)** | 93 | 40 | - | 133 |
| Net change in fund balances | (16,683) | - | 69 | (16,614) |
| **Fund balances, beginning of year** | 53,891 | - | 650 | 54,541 |
| **Fund balances, end of year** | $ 37,208 | $ - | $ 719 | $ 37,927 |

**NON-MAJOR SPECIAL REVENUE FUND - FOOD SERVICES**
**COMPARATIVE SCHEDULES OF REVENUES, EXPENDITURES,**
**AND CHANGES IN FUND BALANCES**
**BUDGET AND ACTUAL (BUDGETARY BASIS)**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | BUDGET | | | VARIANCE Positive |
|---|---|---|---|---|
| | ORIGINAL | FINAL | ACTUAL | (Negative) |
| **REVENUES:** | | | | |
| **Local sources:** | | | | |
| Food sales | $ 5,585 | $ 3,718 | $ 3,718 | $ - |
| Interest on investments | 1,000 | 2,251 | 2,251 | - |
| Other | 291 | 140 | 140 | - |
| Total local sources | 6,876 | 6,109 | 6,109 | - |
| **State sources:** | | | | |
| Other | 1,036 | 975 | 975 | - |
| **Federal sources:** | | | | |
| Federal reimbursement | 94,982 | 100,485 | 100,485 | - |
| USDA | 8,845 | 7,570 | 7,570 | - |
| Other | 5,028 | 488 | 488 | 0 |
| Total federal sources | 108,855 | 108,543 | 108,543 | 0 |
| **Total revenues** | 116,767 | 115,627 | 115,627 | 0 |
| **EXPENDITURES:** | | | | |
| Salaries | 42,566 | 36,318 | 36,318 | - |
| Employee benefits | 23,338 | 22,851 | 22,851 | - |
| Purchased services | 8,621 | 8,170 | 9,184 | (1,014) |
| Energy services | 2,049 | 2,090 | 2,090 | - |
| Materials and supplies | 62,256 | 57,245 | 57,321 | (76) |
| Capital outlay | 3,000 | 2,320 | 3,906 | (1,586) |
| Other expenditures | 4,072 | 3,409 | 3,409 | - |
| **Total expenditures** | 145,902 | 132,403 | 135,079 | (2,676) |
| Excess (deficiency) of revenues over (under) expenditures | (29,135) | (16,776) | (19,452) | (2,676) |
| **OTHER FINANCING SOURCES:** | | | | |
| Sale of capital assets | - | 93 | 69 | (24) |
| Transfers in | - | - | 24 | 24 |
| Transfers out | - | - | (1,674) | (1,674) |
| **Total other financing sources (uses)** | - | 93 | (1,581) | (1,674) |
| Excess (Deficiency) of revenues and other sources over (under) expenditures and other uses (budgetary basis) | $ (29,135) | $ (16,683) | (21,033) | $ (4,350) |
| **Adjustment to conform with GAAP:** | | | | |
| Elimination of encumbrances | | | 4,350 | |
| Excess (deficiency) of revenues and other sources over (under) expenditures and other uses (GAAP basis) | | | (16,683) | |
| **Fund balances, beginning of year** | | | 53,891 | |
| **Fund balances, end of year** | | | $ 37,208 | |

**NON-MAJOR SPECIAL REVENUE FUND - CONTRACTED PROGRAMS**
**COMPARATIVE SCHEDULES OF REVENUES, EXPENDITURES,**
**AND CHANGES IN FUND BALANCES**
**BUDGET AND ACTUAL (BUDGETARY BASIS)**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | BUDGET | | | VARIANCE Positive |
|---|---|---|---|---|
| | ORIGINAL | FINAL | ACTUAL | (Negative) |
| **REVENUES:** | | | | |
| **Local sources:** | | | | |
| Other | $ 2,238 | $ 2,746 | $ 2,746 | $ - |
| **State sources:** | | | | |
| Other | 6,996 | 3,600 | 3,526 | (74) |
| **Federal sources:** | | | | |
| Other | 247,298 | 250,186 | 246,482 | (3,704) |
| **Total revenues** | 256,532 | 256,532 | 252,754 | (3,778) |
| **EXPENDITURES:** | | | | |
| **Current operating:** | | | | |
| Instructional services | 162,635 | 161,080 | 171,087 | (10,007) |
| Student and instructional support services | 79,450 | 76,247 | 77,690 | (1,443) |
| Student transportation services | 1,353 | 1,353 | 520 | 833 |
| Operation and maintenance of plant | 875 | 876 | 157 | 719 |
| School administration | 802 | 801 | 476 | 325 |
| General administration | 10,792 | 10,990 | 10,328 | 662 |
| **Total current operating** | 255,907 | 251,347 | 260,258 | (8,911) |
| **Capital outlay** | 665 | 5,225 | 763 | 4,462 |
| **Total expenditures** | 256,572 | 256,572 | 261,021 | (4,449) |
| Excess (deficiency) of revenues over (under) expenditures | (40) | (40) | (8,267) | (8,227) |
| **OTHER FINANCING SOURCES (USES):** | | | | |
| Transfers in | 40 | 40 | 40 | - |
| Transfers out | - | - | - | - |
| **Total other financing sources (uses)** | 40 | 40 | 40 | - |
| Excess (deficiency) of revenues and other sources over (under) expenditures and other uses (budgetary basis) | $ - | $ - | (8,227) | $ (8,227) |
| **Adjustment to conform with GAAP:** | | | | |
| Elimination of encumbrances | | | 8,227 | |
| Excess (deficiency) of revenues and other sources over (under) expenditures and other uses (GAAP basis) | | | - | |
| **Fund balances, beginning of year** | | | - | |
| **Fund balances, end of year** | | | $ - | |

**NON-MAJOR SPECIAL REVENUE FUND - OTHER SPECIAL REVENUE**
**COMPARATIVE SCHEDULES OF REVENUES, EXPENDITURES,**
**AND CHANGES IN FUND BALANCES**
**BUDGET AND ACTUAL (BUDGETARY BASIS)**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | BUDGET | | | VARIANCE |
|---|---|---|---|---|
| | ORIGINAL | FINAL | ACTUAL | Positive (Negative) |
| **REVENUES:** | | | | |
| **Local sources:** | | | | |
| Other | $ 1,388 | $ 4,631 | $ 4,631 | $ - |
| **Total revenues** | 1,388 | 4,631 | 4,631 | - |
| **EXPENDITURES:** | | | | |
| Materials and supplies | 1,411 | 4,562 | 4,562 | - |
| **Total expenditures** | 1,411 | 4,562 | 4,562 | - |
| Excess (deficiency) of revenues over (under) expenditures (budgetary basis) | (23) | 69 | 69 | - |
| Excess (deficiency) of revenues and other sources over (under) expenditures and other uses (budgetary basis) | $ (23) | $ 69 | 69 | $ - |
| **Adjustment to conform with GAAP:** | | | | |
| Elimination of encumbrances | | | - | |
| Excess (deficiency) of revenues and other sources over (under) expenditures and other uses (GAAP basis) | | | 69 | |
| **Fund balances, beginning of year** | | | 650 | |
| **Fund balances, end of year** | | | $ 719 | |

# Major Debt Service Funds Comparative Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual (Budgetary Basis) and Non-Major Debt Service Funds

Debt Service Funds are used to account for the accumulation of resources and the payment of general long-term debt principal and interest. The non-major Debt Service Funds are:

Capital Outlay Bond Issue – Used to account for the payment of current year's principal and interest obligations on COBI Bonds.

District Bonds – Used to account for the payment of current year's principal and interest requirements on General Obligation Bonds.

American Recovery and Reinvestment Act (ARRA) Debt Service Funds – Used to account for the accumulation of resources for the payment of debt principal, interest and related costs on the ARRA Economic Stimulus Capital Projects Funds.

**NON-MAJOR DEBT SERVICE FUNDS**
**COMBINING BALANCE SHEET**
**AS OF JUNE 30, 2025**
**(in thousands)**

| | COBI BONDS | DISTRICT BONDS | ARRA ECONOMIC STIMULUS DEBT SERVICE FUNDS | TOTAL |
|---|---|---|---|---|
| **ASSETS:** | | | | |
| Equity in pooled cash and investments | $ 42 | $ 3,833 | $ 271 | $ 4,146 |
| Cash and investments with trustees | - | - | 42,756 | 42,756 |
| Accrued interest receivable | - | 81 | 1 | 82 |
| Other assets | - | 1,141 | - | 1,141 |
| **Total assets** | $ 42 | $ 5,055 | $ 43,028 | $ 48,125 |
| **LIABILITIES AND FUND BALANCES:** | | | | |
| **LIABILITIES:** | | | | |
| Accounts payable and accrued expenditures | $ - | $ 64 | $ - | $ 64 |
| Matured debt and interest payable | - | - | 1,667 | 1,667 |
| **Total liabilities** | - | 64 | 1,667 | 1,731 |
| **FUND BALANCES:** | | | | |
| Restricted | 42 | 4,991 | 41,361 | 46,394 |
| **Total fund balances** | 42 | 4,991 | 41,361 | 46,394 |
| **Total liabilities and fund balances** | $ 42 | $ 5,055 | $ 43,028 | $ 48,125 |

**NON-MAJOR DEBT SERVICE FUNDS**
**COMBINING STATEMENT OF REVENUES, EXPENDITURES,**
**AND CHANGES IN FUND BALANCES**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | COBI BONDS | DISTRICT BONDS | ARRA ECONOMIC STIMULUS DEBT SERVICE FUNDS | TOTAL |
|---|---|---|---|---|
| **REVENUES:** | | | | |
| **Local sources:** | | | | |
| Ad valorem taxes | $ - | $ 48,365 | $ - | $ 48,365 |
| Interest on investments | - | 2,684 | 2,158 | 4,842 |
| Other | - | 18 | - | 18 |
| Total local sources | - | 51,067 | 2,158 | 53,225 |
| **State sources:** | | | | |
| Other | 525 | - | - | 525 |
| **Total revenues** | 525 | 51,067 | 2,158 | 53,750 |
| **EXPENDITURES:** | | | | |
| Principal retirement | 442 | 17,665 | - | 18,107 |
| Interest charges and other | 94 | 35,658 | 3,340 | 39,092 |
| **Total expenditures** | 536 | 53,323 | 3,340 | 57,199 |
| Excess (deficiency) of revenues over (under) expenditures | (11) | (2,256) | (1,182) | (3,449) |
| **OTHER FINANCING SOURCES (USES):** | | | | |
| Refunding bonds issued | - | 69,455 | - | 69,455 |
| Premium (discount) on long-term debt issued | - | 6,198 | - | 6,198 |
| Payments to refunded bond escrow agent | - | (76,664) | - | (76,664) |
| Transfers in | - | - | 7,998 | 7,998 |
| **Total other financing sources (uses)** | - | (1,011) | 7,998 | 6,987 |
| Net change in fund balances | (11) | (3,267) | 6,816 | 3,538 |
| **Fund balances, beginning of year** | 53 | 8,258 | 34,545 | 42,856 |
| **Fund balances, end of year** | $ 42 | $ 4,991 | $ 41,361 | $ 46,394 |

**MAJOR DEBT SERVICE FUNDS - COP SERIES**
**COMPARATIVE SCHEDULES OF REVENUES, EXPENDITURES,**
**AND CHANGES IN FUND BALANCES**
**BUDGET AND ACTUAL (BUDGETARY BASIS)**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | BUDGET | | | VARIANCE Positive |
|---|---|---|---|---|
| | ORIGINAL | FINAL | ACTUAL | (Negative) |
| **REVENUES:** | | | | |
| **Local sources:** | | | | |
| Interest on investments | $ - | $ 4,845 | $ 4,845 | $ - |
| **Total revenues** | - | 4,845 | 4,845 | - |
| **EXPENDITURES:** | | | | |
| Principal retirement | 128,628 | 123,139 | 123,139 | - |
| Interest charges and other | 59,937 | 56,089 | 56,089 | - |
| **Total expenditures** | 188,565 | 179,228 | 179,228 | - |
| Excess (deficiency) of revenues over (under) expenditures | (188,565) | (174,383) | (174,383) | - |
| **OTHER FINANCING SOURCES (USES):** | | | | |
| Certificates of participation refunding issued | - | 207,420 | 207,420 | - |
| Net premium on long-term debt issued | - | 11,409 | 11,409 | - |
| Payments to refunded bond escrow agent | - | (222,499) | (222,499) | - |
| Transfers in | 188,565 | 178,068 | 178,068 | - |
| **Total other financing sources (uses)** | 188,565 | 174,398 | 174,398 | - |
| Excess (deficiency) of revenues and other sources over (under) expenditures and other uses | $ - | $ 15 | 15 | $ - |
| **Fund balances, beginning of year** | | | 22 | |
| **Fund balances, end of year** | | | $ 37 | |

**NON-MAJOR DEBT SERVICE FUNDS - COBI BONDS**
**COMPARATIVE SCHEDULES OF REVENUES, EXPENDITURES,**
**AND CHANGES IN FUND BALANCES**
**BUDGET AND ACTUAL (BUDGETARY BASIS)**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | BUDGET | | | VARIANCE Positive |
|---|---|---|---|---|
| | ORIGINAL | FINAL | ACTUAL | (Negative) |
| **REVENUES:** | | | | |
| **State sources:** | | | | |
| Other | $ 546 | $ 525 | $ 525 | $ - |
| **Total revenues** | 546 | 525 | 525 | - |
| **EXPENDITURES:** | | | | |
| Principal retirement | 442 | 442 | 442 | - |
| Interest charges and other | 104 | 94 | 94 | - |
| **Total expenditures** | 546 | 536 | 536 | - |
| Excess (deficiency) of revenues over (under) expenditures | $ - | $ (11) | (11) | $ - |
| **Fund balances, beginning of year** | | | 53 | |
| **Fund balances, end of year** | | | $ 42 | |

**NON-MAJOR DEBT SERVICE FUNDS - DISTRICT BONDS**
**COMPARATIVE SCHEDULES OF REVENUES, EXPENDITURES,**
**AND CHANGES IN FUND BALANCES**
**BUDGET AND ACTUAL (BUDGETARY BASIS)**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | BUDGET | | | VARIANCE Positive |
|---|---|---|---|---|
| | ORIGINAL | FINAL | ACTUAL | (Negative) |
| **REVENUES:** | | | | |
| Ad valorem taxes | $ 48,530 | $ 48,365 | $ 48,365 | $ - |
| Interest on investments | - | 2,684 | 2,684 | - |
| Other | - | 18 | 18 | - |
| Total local sources | 48,530 | 51,067 | 51,067 | - |
| **Total revenues** | 48,530 | 51,067 | 51,067 | - |
| **EXPENDITURES:** | | | | |
| Principal retirement | 17,665 | 17,665 | 17,665 | - |
| Interest charges and other | 35,241 | 112,322 | 112,322 | - |
| **Total expenditures** | 52,906 | 129,987 | 129,987 | - |
| Excess (deficiency) of revenues over (under) expenditures | (4,376) | (78,920) | (78,920) | - |
| **OTHER FINANCING SOURCES:** | | | | |
| Bonds | - | 69,455 | 69,455 | - |
| Net premium on long-term debt issued | - | 6,198 | 6,198 | - |
| **Total other financing sources** | - | 75,653 | 75,653 | - |
| Excess (Deficiency) of revenues and other sources over (under) expenditures and other uses | $ (4,376) | $ (3,267) | (3,267) | $ - |
| **Fund balances, beginning of year** | | | 8,258 | |
| **Fund balances, end of year** | | | $ 4,991 | |

**NON-MAJOR DEBT SERVICE FUNDS - ARRA ECONOMIC STIMULUS**
**COMPARATIVE SCHEDULES OF REVENUES, EXPENDITURES,**
**AND CHANGES IN FUND BALANCES**
**BUDGET AND ACTUAL (BUDGETARY BASIS)**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | BUDGET | | | VARIANCE Positive |
|---|---|---|---|---|
| | ORIGINAL | FINAL | ACTUAL | (Negative) |
| **REVENUES:** | | | | |
| **Local sources:** | | | | |
| Interest on investments | $ - | $ 2,158 | $ 2,158 | $ - |
| **Total revenues** | - | 2,158 | 2,158 | - |
| **EXPENDITURES:** | | | | |
| Interest charges and other | 3,340 | 3,340 | 3,340 | - |
| **Total expenditures** | 3,340 | 3,340 | 3,340 | - |
| Excess (deficiency) of revenues over (under) expenditures | (3,340) | (1,182) | (1,182) | - |
| **OTHER FINANCING SOURCES (USES):** | | | | |
| Transfers in | 8,505 | 7,998 | 7,998 | - |
| **Total other financing sources (uses)** | 8,505 | 7,998 | 7,998 | - |
| Excess (Deficiency) of revenues and other sources over (under) expenditures and other uses | $ 5,165 | $ 6,816 | 6,816 | $ - |
| **Fund balances, beginning of year** | | | 34,545 | |
| **Fund balances, end of year** | | | $ 41,361 | |

# Broward County Public Schools

*Educating Today's Students*
*To Succeed in Tomorrow's World*

# Major Capital Projects Funds Comparative Schedules of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual (Budgetary Basis) and Non-Major Capital Projects Funds

Capital Projects Funds are used to account for the accumulation of resources and the payment of acquisition/construction of major facilities and equipment. The non-major Capital Projects Funds are:

Capital Outlay Bond Issue – Used to account for major construction projects on the Project Priority List financed by CO&DS revenues.

Capital Outlay and Debt Service – Used to account for State approved projects financed with bonds sold by the State Board of Education on behalf of School districts.

**NON-MAJOR CAPITAL PROJECTS FUNDS**
**COMBINING BALANCE SHEET (in thousands)**
**AS OF JUNE 30, 2025**
**(in thousands)**

| | PUBLIC EDUCATION CAPITAL OUTLAY | DISTRICT BONDS | CAPITAL OUTLAY AND DEBT SERVICE | ARRA ECONOMIC STIMULUS CAPITAL FUNDS | TOTAL |
|---|---|---|---|---|---|
| **ASSETS:** | | | | | |
| Equity in pooled cash and investments | $ 6 | $ 23,981 | $ 26,339 | $ 17 | $ 50,343 |
| Due from other governmental agencies | - | - | 11,188 | - | 11,188 |
| Accrued interest receivable | - | - | 56 | - | 56 |
| **TOTAL ASSETS** | $ 6 | $ 23,981 | $ 37,583 | $ 17 | $ 61,587 |
| **LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES:** | | | | | |
| **Liabilities:** | | | | | |
| Accounts payable and accrued expenditures | $ - | $ 2,198 | $ 1,547 | $ 7 | $ 3,752 |
| Retainages payable | 6 | 18,658 | 1,079 | 10 | 19,753 |
| **Total liabilities** | 6 | 20,856 | 2,626 | 17 | 23,505 |
| **Deferred inflows of resources:** | | | | | |
| **Total deferred inflows of resources** | - | - | - | - | - |
| **Fund balances:** | | | | | |
| Restricted | - | 3,125 | 34,957 | - | 38,082 |
| **Total fund balances** | - | 3,125 | 34,957 | - | 38,082 |
| **TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES** | $ 6 | $ 23,981 | $ 37,583 | $ 17 | $ 61,587 |

**NON-MAJOR CAPITAL PROJECTS FUNDS**
**COMBINING STATEMENT OF REVENUES, EXPENDITURES,**
**AND CHANGES IN FUND BALANCES (in thousands)**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | DISTRICT BONDS | CAPITAL OUTLAY AND DEBT SERVICE | TOTAL |
|---|---|---|---|
| **REVENUES:** | | | |
| **Local sources:** | | | |
| Interest on investments | $ 193 | $ 2,030 | $ 2,223 |
| Other | - | 3 | 3 |
| Total local sources | 193 | 2,033 | 2,226 |
| **State sources:** | | | |
| Other | - | 11,205 | 11,205 |
| Total state sources | - | 11,205 | 11,205 |
| **Total revenues** | 193 | 13,238 | 13,431 |
| **EXPENDITURES:** | | | |
| Interest charges and other | - | 13 | 13 |
| Capital outlay | 35,782 | 13,460 | 49,242 |
| **Total expenditures** | 35,782 | 13,473 | 49,255 |
| Net change in fund balances | (35,589) | (235) | (35,824) |
| **Fund balances, beginning of year** | 38,714 | 35,192 | 73,906 |
| **Fund balances, end of year** | $ 3,125 | $ 34,957 | $ 38,082 |

**MAJOR CAPITAL PROJECTS FUNDS - LOCAL MILLAGE CAPITAL IMPROVEMENT**
**COMPARATIVE SCHEDULES OF REVENUES, EXPENDITURES,**
**AND CHANGES IN FUND BALANCES**
**BUDGET AND ACTUAL (BUDGETARY BASIS)**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | BUDGET | | | VARIANCE Positive |
|---|---|---|---|---|
| | ORIGINAL | FINAL | ACTUAL | (Negative) |
| **REVENUES:** | | | | |
| **Local sources:** | | | | |
| Ad valorem taxes | $ 471,166 | $ 469,544 | $ 469,544 | $ - |
| Interest on investments | - | 23,173 | 23,173 | - |
| Other | - | 1,279 | 1,279 | - |
| Total local sources | 471,166 | 493,996 | 493,996 | - |
| **State sources:** | | | | |
| Other | - | - | - | - |
| **Federal sources:** | | | | |
| Other | - | 5,160 | 5,160 | - |
| Total federal sources | - | 5,160 | 5,160 | - |
| **Total revenues** | 471,166 | 499,156 | 499,156 | - |
| **EXPENDITURES:** | | | | |
| Capital outlay | 493,696 | 474,365 | 294,118 | 180,247 |
| **Total expenditures** | 493,696 | 474,365 | 294,118 | 180,247 |
| Excess (deficiency) of revenues over (under) expenditures | (22,530) | 24,791 | 205,038 | 180,247 |
| **OTHER FINANCING SOURCES (USES):** | | | | |
| Sale of capital assets | - | 602 | 602 | - |
| Other loss recoveries | - | 1,956 | 1,956 | - |
| Payments to refunded bond escrow agent | - | (572) | (572) | |
| Transfers out | (320,774) | (370,653) | (370,653) | - |
| **Total other financing sources (uses)** | (320,774) | (368,667) | (368,667) | - |
| Excess (deficiency) of revenues and other sources over (under) expenditures and other uses (budgetary basis) | $ (343,304) | $ (343,876) | (163,629) | $ 180,247 |
| **Adjustments to conform with GAAP:** | | | | |
| Elimination of encumbrances | | | 131,622 | |
| Excess (deficiency) of revenues and other sources over (under) expenditures and other uses (GAAP basis) | | | (32,007) | |
| **Fund balances, beginning of year** | | | 343,304 | |
| **Fund balances, end of year** | | | $ 311,297 | |

**MAJOR CAPITAL PROJECTS FUNDS - OTHER CAPITAL PROJECTS**
**COMPARATIVE SCHEDULES OF REVENUES, EXPENDITURES,**
**AND CHANGES IN FUND BALANCES**
**BUDGET AND ACTUAL (BUDGETARY BASIS)**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | BUDGET | | | VARIANCE Positive |
|---|---|---|---|---|
| | ORIGINAL | FINAL | ACTUAL | (Negative) |
| **REVENUES:** | | | | |
| **Local sources:** | | | | |
| Interest on investments | $ - | $ 6,292 | $ 6,292 | $ - |
| Other | 12,154 | 8,639 | 8,639 | - |
| Total local sources | 12,154 | 14,931 | 14,931 | - |
| **State sources:** | | | | |
| Other | 40,826 | 43,493 | 34,693 | (8,800) |
| **Total revenues** | 52,980 | 58,424 | 49,624 | (8,800) |
| **EXPENDITURES:** | | | | |
| Capital outlay | 364,482 | 366,825 | 235,873 | 130,952 |
| **Total expenditures** | 364,482 | 366,825 | 235,873 | 130,952 |
| Excess (deficiency) of revenues over (under) expenditures | (311,502) | (308,401) | (186,249) | 122,152 |
| **OTHER FINANCING SOURCES (USES):** | | | | |
| Equipment finance agreements | 49,813 | 79,159 | 26,604 | (52,555) |
| Sale of capital assets | - | 5,501 | 5,501 | - |
| Other loss recoveries | - | - | - | - |
| Transfers in | - | 1,158 | 1,158 | - |
| Transfers out | (43,901) | (45,677) | (45,677) | - |
| **Total other financing sources (uses)** | 5,912 | 40,141 | (12,414) | (52,555) |
| Excess (deficiency) of revenues and other sources over (under) expenditures and other uses (budgetary basis) | $ (305,590) | $ (268,260) | (198,663) | $ 69,597 |
| **Adjustment to conform with GAAP:** | | | | |
| Elimination of encumbrances | | | 91,973 | |
| Excess (deficiency) of revenues and other sources over (under) expenditures and other uses (GAAP basis) | | | (106,690) | |
| **Fund balances, beginning of year** | | | 268,259 | |
| **Fund balances, end of year** | | | $ 161,569 | |

**NON-MAJOR CAPITAL PROJECTS FUNDS - DISTRICT BONDS**
**COMPARATIVE SCHEDULES OF REVENUES, EXPENDITURES,**
**AND CHANGES IN FUND BALANCES**
**BUDGET AND ACTUAL (BUDGETARY BASIS)**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | BUDGET | | | VARIANCE Positive |
|---|---|---|---|---|
| | ORIGINAL | FINAL | ACTUAL | (Negative) |
| **REVENUES:** | | | | |
| **Local sources:** | | | | |
| Interest on investments | $ - | $ 193 | $ 193 | $ - |
| Total local sources | - | 193 | 193 | - |
| **Total revenues** | - | 193 | 193 | - |
| **EXPENDITURES:** | | | | |
| Capital outlay | 38,714 | 38,907 | 58,563 | (19,656) |
| **Total expenditures** | 38,714 | 38,907 | 58,563 | (19,656) |
| Excess (deficiency) of revenues over (under) expenditures (budgetary basis) | $ (38,714) | $ (38,714) | (58,370) | $ (19,656) |
| **Appropriated beginning fund balances** | $ 38,714 | $ 38,714 | | |
| **Adjustments to conform with GAAP:** | | | | |
| Elimination of encumbrances | | | 22,781 | |
| Excess (deficiency) of revenues over (under) expenditures (GAAP basis) | | | (35,589) | |
| **Fund balances, beginning of year** | | | 38,714 | |
| **Fund balances, end of year** | | | $ 3,125 | |

**NON-MAJOR CAPITAL PROJECTS FUNDS - CAPITAL OUTLAY AND DEBT SERVICE**
**COMPARATIVE SCHEDULES OF REVENUES, EXPENDITURES,**
**AND CHANGES IN FUND BALANCES**
**BUDGET AND ACTUAL (BUDGETARY BASIS)**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | BUDGET | | | VARIANCE Positive |
|---|---|---|---|---|
| | ORIGINAL | FINAL | ACTUAL | (Negative) |
| **REVENUES:** | | | | |
| **Local sources:** | | | | |
| Interest on investments | $ - | $ 2,030 | $ 2,030 | $ - |
| Other | - | 3 | 3 | - |
| Total local sources | - | 2,033 | 2,033 | - |
| **State sources:** | | | | |
| Other | 9,900 | 10,994 | 11,205 | 211 |
| **Total revenues** | 9,900 | 13,027 | 13,238 | 211 |
| **EXPENDITURES:** | | | | |
| Interest charges and other | - | 13 | 13 | - |
| Capital outlay | 45,092 | 47,760 | 21,040 | 26,720 |
| **Total expenditures** | 45,092 | 47,773 | 21,053 | 26,720 |
| Excess (deficiency) of revenues over (under) expenditures (budgetary basis) | $ (35,192) | $ (34,746) | (7,815) | $ 26,931 |
| **Adjustments to conform with GAAP:** | | | | |
| Elimination of encumbrances | | | 7,580 | |
| Excess (deficiency) of revenues over (under) expenditures (GAAP basis) | | | (235) | |
| **Fund balances, beginning of year** | | | 35,192 | |
| **Fund balances, end of year** | | | $ 34,957 | |

# Broward County Public Schools

*Educating Today's Students*
*To Succeed in Tomorrow's World*

# Component Units

Component units are entities where the District or its officials appoint a voting majority of an organization's governing body, and is either able to impose its will on the organization or there is a potential for the organization to provide specific financial benefits to or to impose specific financial burdens on the District or the nature and significance of the relationship between the District and the organization is such that exclusion would cause the District's financial statements to be incomplete.

The Broward Education Foundation – a non-profit direct-support organization of the District, established to receive, hold, invest and administer property and to make expenditures to enhance public education.

Charter Schools – Charter schools are public schools operating under a performance contract with the local school district.

**COMBINING STATEMENT OF NET POSITION**
**COMPONENT UNITS**
**AS OF JUNE 30, 2025**
**(in thousands)**

| | Academic Solutions Academy A | Academics Solutions High School | Andrews High | Ascend Career Academy | Atlantic Montessori Charter School |
|---|---|---|---|---|---|
| **ASSETS:** | | | | | |
| **Current assets:** | | | | | |
| Cash, cash equivalents and investments | $ 896 | $ 651 | $ 1,552 | $ 582 | $ 35 |
| Due from other governmental agencies | - | - | 799 | 9 | 101 |
| Due from other schools | 637 | 973 | 57 | - | - |
| Accrued interest receivable | - | - | - | - | - |
| Inventories | - | - | - | - | - |
| Prepaids Other assets | 181 | 182 | 12 | 86 | 14 |
| Total Current Assets | 1,714 | 1,807 | 2,420 | 677 | 149 |
| **Non-current assets:** | | | | | |
| Restricted cash, cash equivalents and investments | - | - | - | - | - |
| Capital assets: | | | | | |
| Non-depreciable | - | - | - | 120 | 410 |
| Depreciable, net | 1,045 | 760 | 591 | 4,406 | 24 |
| Total non-current assets | 1,045 | 760 | 591 | 4,525 | 434 |
| **Total assets** | 2,759 | 2,567 | 3,011 | 5,203 | 583 |
| **DEFERRED OUTFLOWS OF RESOURCES** | | | | | |
| Deferred loss on refunding debt (net) | - | - | - | - | - |
| Pension actuarial adjustments | - | - | - | - | - |
| **Total deferred outflows of resources** | - | - | - | - | - |
| **LIABILITIES:** | | | | | |
| **Current liabilities:** | | | | | |
| Accounts payable and accrued expenses | 1 | 2 | 43 | 10 | 16 |
| Accrued payroll, taxes and withholding | - | - | 36 | 61 | 28 |
| Matured debt and interest payable | - | - | - | - | - |
| Due to other governmental agencies | - | - | - | - | - |
| Due to other schools | 587 | - | 2 | - | 103 |
| Unearned revenue | - | - | - | - | - |
| Management fees payable | - | - | - | - | - |
| Obligations under leases | - | - | 382 | 211 | 166 |
| Liability for compensated absences | - | - | - | - | - |
| Debt, net of premiums and discounts | 267 | 258 | - | - | - |
| Other liabilities | - | - | - | - | - |
| Total current liabilities | 855 | 260 | 464 | 281 | 314 |
| **Non-current liabilities:** | | | | | |
| Obligations under leases | 620 | 589 | - | 4,624 | 230 |
| Liability for compensated absences | - | - | - | - | - |
| Debt, net of premiums and discounts | - | - | - | - | - |
| Other liabilities | - | - | - | - | - |
| Net pension liability | - | - | - | - | - |
| Total non-current liabilities | 620 | 589 | - | 4,624 | 230 |
| **Total liabilities** | 1,475 | 849 | 464 | 4,905 | 544 |
| **DEFERRED INFLOWS OF RESOURCES** | | | | | |
| Deferred gain on refunding debt (net) | - | - | - | - | - |
| Pension actuarial adjustments | - | - | - | - | - |
| **Total deferred inflows of resources** | - | - | - | - | - |
| **NET POSITION:** | | | | | |
| Net investment in capital assets | 158 | (86) | 209 | (310) | 217 |
| Restricted for: | | | | | |
| State required carryover programs | - | - | - | 75 | - |
| Debt service | - | - | - | - | - |
| Scholarships and other purposes | - | - | - | - | - |
| Unrestricted (deficit) | 1,126 | 1,805 | 2,338 | 532 | (178) |
| **Total net position** | $ 1,283 | $ 1,718 | $ 2,547 | $ 297 | $ 38 |

| Atlantic Montessori West | Avant Garde Academy Foundation K-8 | Avant Garde Academy K-8 Broward | Avant Garde Academy Of Broward | Ben Gamla Charter | Ben Gamla North |
|---|---|---|---|---|---|
| $ 54 | $ 851 | $ 9,917 | $ 426 | $ 1,315 | $ 1,399 |
| 137 | 14 | 965 | 1,023 | 715 | 390 |
| 103 | - | - | 2,366 | 343 | 383 |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| 23 | - | 325 | - | 293 | 5 |
| 318 | 864 | 11,207 | 3,815 | 2,665 | 2,177 |
| - | - | - | - | - | - |
| 54 | - | - | - | - | - |
| 2 | 1 | 24,741 | 21,933 | 1,202 | 720 |
| 56 | 1 | 24,741 | 21,933 | 1,202 | 720 |
| 374 | 865 | 35,948 | 25,748 | 3,868 | 2,897 |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| 36 | 24 | 275 | 196 | 2 | 12 |
| 34 | - | 1,110 | - | 143 | 117 |
| 4 | - | - | - | - | - |
| - | - | - | - | - | - |
| - | 658 | 1,708 | - | - | - |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| 22 | - | 272 | 222 | 879 | 361 |
| - | - | - | - | 48 | 37 |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| 96 | 682 | 3,364 | 418 | 1,072 | 527 |
| - | - | 25,752 | 22,126 | 232 | 411 |
| - | - | - | - | 32 | 25 |
| 130 | - | - | - | - | - |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| 130 | - | 25,752 | 22,126 | 263 | 436 |
| 226 | 682 | 29,116 | 22,544 | 1,335 | 963 |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| (46) | 1 | (1,283) | (415) | 92 | (52) |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| 194 | 182 | 8,114 | 3,620 | 2,441 | 1,986 |
| $ 147 | $ 183 | $ 6,831 | $ 3,204 | $ 2,532 | $ 1,933 |

**COMBINING STATEMENT OF NET POSITION**
**COMPONENT UNITS**
**AS OF JUNE 30, 2025**
**(in thousands)**

| | Ben Gamla South | Bridge Prep Academy of Hollywood Hills | Bridgeprep Academy Of Broward K-8 | Broward Math and Science Schools | Central Charter School |
|---|---|---|---|---|---|
| **ASSETS:** | | | | | |
| **Current assets:** | | | | | |
| Cash, cash equivalents and investments | $ 225 | $ 824 | $ 604 | $ 916 | $ 5,550 |
| Due from other governmental agencies | 901 | 290 | 121 | 13 | 74 |
| Due from other schools | 440 | 31 | - | - | - |
| Accrued interest receivable | - | - | - | - | - |
| Inventories | - | - | - | - | - |
| Prepaids Other assets | 137 | 94 | 6 | - | 19 |
| Total Current Assets | 1,702 | 1,239 | 731 | 929 | 5,643 |
| **Non-current assets:** | | | | | |
| Restricted cash, cash equivalents and investments | - | 1,287 | - | - | 5,282 |
| Capital assets: | | | | | |
| Non-depreciable | - | - | - | - | - |
| Depreciable, net | 94 | - | 62 | 841 | 41,381 |
| Total non-current assets | 94 | 1,287 | 62 | 841 | 46,663 |
| **Total assets** | 1,796 | 2,526 | 794 | 1,770 | 52,306 |
| **DEFERRED OUTFLOWS OF RESOURCES** | | | | | |
| Deferred loss on refunding debt (net) | - | - | - | - | - |
| Pension actuarial adjustments | - | - | - | - | 2,206 |
| **Total deferred outflows of resources** | - | - | - | - | 2,206 |
| **LIABILITIES:** | | | | | |
| **Current liabilities:** | | | | | |
| Accounts payable and accrued expenses | 27 | 184 | 98 | 9 | 111 |
| Accrued payroll, taxes and withholding | - | 222 | 40 | - | 1,558 |
| Matured debt and interest payable | - | - | - | - | 1,102 |
| Due to other governmental agencies | - | - | - | - | - |
| Due to other schools | - | - | 31 | - | - |
| Unearned revenue | - | - | - | - | - |
| Management fees payable | - | - | - | - | - |
| Obligations under leases | - | 293 | 12 | 351 | - |
| Liability for compensated absences | 34 | 12 | 2 | - | - |
| Debt, net of premiums and discounts | - | 52 | - | - | - |
| Other liabilities | - | - | - | - | - |
| Total current liabilities | 61 | 763 | 184 | 360 | 2,770 |
| **Non-current liabilities:** | | | | | |
| Obligations under leases | - | 1,125 | 47 | 373 | - |
| Liability for compensated absences | 23 | 7 | - | - | - |
| Debt, net of premiums and discounts | - | 190 | - | - | 50,558 |
| Other liabilities | - | - | - | - | - |
| Net pension liability | - | - | - | - | 6,250 |
| Total non-current liabilities | 23 | 1,322 | 47 | 373 | 56,808 |
| **Total liabilities** | 83 | 2,085 | 231 | 733 | 59,579 |
| DEFERRED INFLOWS OF RESOURCES | | | | | |
| Deferred gain on refunding debt (net) | - | - | - | - | - |
| Pension actuarial adjustments | - | - | - | - | 1,035 |
| Total deferred inflows of resources | - | - | - | - | 1,035 |
| **NET POSITION:** | | | | | |
| Net investment in capital assets | 94 | (158) | 3 | 116 | (9,177) |
| Restricted for: | | | | | |
| State required carryover programs | - | - | - | - | - |
| Debt service | - | - | - | - | 5,282 |
| Scholarships and other purposes | - | - | - | - | - |
| Unrestricted (deficit) | 1,619 | 600 | 560 | 921 | (2,206) |
| **Total net position** | $ 1,712 | $ 441 | $ 562 | $ 1,036 | $ (6,101) |

| Championship Academy of Distinction Davie | Championship Academy of Distinction Hollywood | Championship Academy of Distinction MS | Charter School of Excellence Davie 1 | Charter School of Excellence Ft Laud 1 | Eagles' Nest Elementary |
|---|---|---|---|---|---|
| $ 1,090 | $ 795 | $ 262 | $ 594 | $ 518 | $ 1,395 |
| - | 30 | - | 7 | 6 | - |
| 29 | 42 | - | 681 | - | 126 |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| 28 | 1,344 | 31 | 270 | 18 | 147 |
| 1,146 | 2,210 | 293 | 1,552 | 542 | 1,668 |
| - | - | - | - | - | - |
| 6,766 | - | - | - | - | - |
| 233 | 9,617 | 1,463 | 915 | 158 | 1,460 |
| 6,999 | 9,617 | 1,463 | 915 | 158 | 1,460 |
| 8,145 | 11,827 | 1,757 | 2,468 | 700 | 3,128 |
| - | - | - | 572 | 311 | - |
| - | - | - | - | - | - |
| - | - | - | 572 | 311 | - |
| 85 | 28 | 33 | 25 | 16 | 83 |
| 261 | 145 | 148 | 117 | 55 | 34 |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| - | 29 | 42 | - | - | - |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| - | - | - | 150 | 15 | - |
| - | - | - | 2 | 4 | - |
| 423 | 439 | 425 | - | - | - |
| - | - | - | - | - | - |
| 769 | 640 | 648 | 293 | 90 | 118 |
| 7,226 | 10,090 | 916 | 340 | 96 | 1,222 |
| - | - | - | - | - | - |
| - | - | - | - | 680 | - |
| - | - | - | - | - | - |
| - | - | - | 1,309 | 1,018 | - |
| 7,226 | 10,090 | 916 | 1,648 | 1,794 | 1,222 |
| 7,995 | 10,730 | 1,563 | 1,941 | 1,884 | 1,339 |
| - | 1,308 | - | 348 | 236 | - |
| - | - | - | - | - | - |
| - | 1,308 | - | 348 | 236 | - |
| (649) | (911) | 123 | 426 | 47 | 239 |
| - | - | - | - | - | 231 |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| 800 | 701 | 70 | 325 | (1,156) | 1,319 |
| $ 150 | $ (210) | $ 193 | $ 750 | $ (1,108) | $ 1,788 |

**COMBINING STATEMENT OF NET POSITION**
**COMPONENT UNITS**
**AS OF JUNE 30, 2025**
**(in thousands)**

| | Eagles' Nest Middle | Everest Charter School | Franklin Academy Cooper City | Franklin Academy F | Franklin Academy Pembroke Pines |
|---|---|---|---|---|---|
| **ASSETS:** | | | | | |
| **Current assets:** | | | | | |
| Cash, cash equivalents and investments | $ 144 | $ 192 | $ 7,012 | $ 1,194 | $ 377 |
| Due from other governmental agencies | - | - | 1,194 | 1,144 | 1,228 |
| Due from other schools | 1 | 7 | - | - | - |
| Accrued interest receivable | - | - | - | - | - |
| Inventories | - | - | - | - | - |
| Prepaids Other assets | 39 | 39 | 3,275 | - | - |
| Total Current Assets | 183 | 238 | 11,481 | 2,337 | 1,605 |
| **Non-current assets:** | | | | | |
| Restricted cash, cash equivalents and investments | - | - | 2,552 | - | - |
| Capital assets: | | | | | |
| Non-depreciable | - | - | 3,500 | - | - |
| Depreciable, net | 23 | 84 | 14,569 | 43,590 | 22,736 |
| Total non-current assets | 23 | 84 | 20,621 | 43,590 | 22,736 |
| Total assets | 205 | 322 | 32,101 | 45,928 | 24,341 |
| **DEFERRED OUTFLOWS OF RESOURCES** | | | | | |
| Deferred loss on refunding debt (net) | - | - | - | - | - |
| Pension actuarial adjustments | - | - | - | - | - |
| Total deferred outflows of resources | - | - | - | - | - |
| **LIABILITIES:** | | | | | |
| **Current liabilities:** | | | | | |
| Accounts payable and accrued expenses | 11 | 12 | 94 | 36 | 720 |
| Accrued payroll, taxes and withholding | 8 | 50 | 880 | 687 | 796 |
| Matured debt and interest payable | - | - | 414 | - | - |
| Due to other governmental agencies | - | - | - | - | - |
| Due to other schools | - | - | - | 1,178 | - |
| Unearned revenue | - | - | - | - | - |
| Management fees payable | - | - | - | - | - |
| Obligations under leases | - | - | 19,863 | - | 1,070 |
| Liability for compensated absences | - | - | - | - | - |
| Debt, net of premiums and discounts | - | - | 529 | - | - |
| Other liabilities | - | 7 | - | - | - |
| Total current liabilities | 19 | 68 | 21,780 | 1,900 | 2,585 |
| **Non-current liabilities:** | | | | | |
| Obligations under leases | - | - | - | 48,812 | 16,313 |
| Liability for compensated absences | - | - | - | - | - |
| Debt, net of premiums and discounts | - | - | - | - | - |
| Other liabilities | - | - | - | - | - |
| Net pension liability | - | - | - | - | - |
| Total non-current liabilities | - | - | - | 48,812 | 16,313 |
| **Total liabilities** | 19 | 68 | 21,780 | 50,712 | 18,899 |
| **DEFERRED INFLOWS OF RESOURCES** | | | | | |
| Deferred gain on refunding debt (net) | - | - | - | - | - |
| Pension actuarial adjustments | - | - | - | - | - |
| **Total deferred inflows of resources** | - | - | - | - | - |
| **NET POSITION:** | | | | | |
| Net investment in capital assets | 23 | 78 | (2,323) | (5,222) | 3,900 |
| Restricted for: | | | | | |
| State required carryover programs | 13 | - | 2,138 | 40 | - |
| Debt service | - | - | - | - | - |
| Scholarships and other purposes | - | - | - | - | - |
| Unrestricted (deficit) | 151 | 176 | 10,506 | 397 | 1,542 |
| **Total net position** | $ 186 | $ 253 | $ 10,321 | $ (4,784) | $ 5,442 |

| Franklin Academy Pembroke Pines HS | Franklin Academy Sunrise | Greentree Prep Charter School | Hollywood Academy of Arts & Science Elem | Hollywood Academy of Arts & Science Middle | Imagine Charter at North Lauderdale Elem |
|---|---|---|---|---|---|
| $ 2,904 | $ 5,966 | $ 659 | $ 2,456 | $ 4,171 | $ 144 |
| 908 | 1,302 | 230 | 1,774 | 752 | 83 |
| - | - | - | 59 | - | - |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| - | 1,418 | 9 | 658 | 42 | 668 |
| 3,812 | 8,686 | 898 | 4,946 | 4,965 | 895 |
| - | - | - | - | - | - |
| - | - | - | 659 | - | - |
| 43,797 | 31,207 | 3,258 | 9,755 | 3,976 | 1,882 |
| 43,797 | 31,207 | 3,258 | 10,414 | 3,976 | 1,882 |
| 47,609 | 39,893 | 4,156 | 15,360 | 8,942 | 2,777 |
| - | - | - | 1,335 | 757 | - |
| - | - | - | - | - | - |
| - | - | - | 1,335 | 757 | - |
| 172 | 264 | 77 | 151 | 26 | 68 |
| 877 | 911 | 137 | 444 | 129 | 313 |
| - | - | - | 75 | 32 | - |
| - | - | - | - | - | - |
| - | - | - | 3 | 191 | - |
| - | - | - | - | - | - |
| - | - | - | 144 | 348 | - |
| - | 685 | - | 293 | 126 | 493 |
| - | - | - | 43 | 10 | - |
| - | - | 4 | - | - | - |
| - | - | - | - | - | - |
| 1,049 | 1,861 | 217 | 1,154 | 863 | 874 |
| 48,812 | 34,097 | 3,055 | 14,475 | 6,218 | 987 |
| - | - | - | 14 | 3 | - |
| 2,102 | - | 146 | - | - | - |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| 50,914 | 34,097 | 3,201 | 14,489 | 6,221 | 987 |
| 51,963 | 35,957 | 3,418 | 15,643 | 7,084 | 1,860 |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| (5,014) | (2,157) | 57 | (3,020) | (1,610) | 402 |
| - | - | 218 | - | - | - |
| - | - | - | - | - | - |
| - | - | - | 337 | 60 | - |
| 661 | 6,093 | 463 | 3,735 | 4,165 | 515 |
| $ (4,353) | $ 3,935 | $ 737 | $ 1,051 | $ 2,614 | $ 917 |

**COMBINING STATEMENT OF NET POSITION**
**COMPONENT UNITS**
**AS OF JUNE 30, 2025**
**(in thousands)**

| | Imagine Charter School at Weston | Imagine Schools At Broward | Imagine School South Campus | Innovation Charter School | International School of Broward |
|---|---|---|---|---|---|
| **ASSETS:** | | | | | |
| **Current assets:** | | | | | |
| Cash, cash equivalents and investments | $ 2,317 | $ 5,640 | $ 1,016 | $ 2,188 | $ 10 |
| Due from other governmental agencies | 89 | 88 | 36 | 407 | 3 |
| Due from other schools | 6 | - | - | - | - |
| Accrued interest receivable | - | - | - | - | - |
| Inventories | - | - | - | - | - |
| Prepaids Other assets | 152 | 76 | 39 | 51 | 78 |
| Total Current Assets | 2,564 | 5,804 | 1,091 | 2,646 | 90 |
| **Non-current assets:** | | | | | |
| Restricted cash, cash equivalents and investments | - | 2,551 | - | - | - |
| Capital assets: | | | | | |
| Non-depreciable | - | 5,940 | - | 565 | - |
| Depreciable, net | 31,045 | 19,777 | 12,317 | - | 23 |
| Total non-current assets | 31,045 | 28,267 | 12,317 | 565 | 23 |
| Total assets | 33,609 | 34,071 | 13,408 | 3,211 | 114 |
| **DEFERRED OUTFLOWS OF RESOURCES** | | | | | |
| Deferred loss on refunding debt (net) | - | - | - | - | - |
| Pension actuarial adjustments | - | - | - | - | - |
| Total deferred outflows of resources | - | - | - | - | - |
| **LIABILITIES:** | | | | | |
| **Current liabilities:** | | | | | |
| Accounts payable and accrued expenses | 181 | 8 | 18 | 53 | - |
| Accrued payroll, taxes and withholding | 640 | 665 | 299 | 260 | 30 |
| Matured debt and interest payable | - | - | - | - | - |
| Due to other governmental agencies | - | - | - | - | - |
| Due to other schools | - | - | - | - | - |
| Unearned revenue | 491 | 12 | - | - | - |
| Management fees payable | - | - | - | - | - |
| Obligations under leases | 1,163 | - | 186 | 468 | - |
| Liability for compensated absences | - | - | - | - | - |
| Debt, net of premiums and discounts | 68 | - | - | - | - |
| Other liabilities | - | - | - | - | 3 |
| Total current liabilities | 2,543 | 685 | 503 | 781 | 33 |
| **Non-current liabilities:** | | | | | |
| Obligations under leases | 26,742 | - | 11,852 | - | - |
| Liability for compensated absences | - | - | - | - | - |
| Debt, net of premiums and discounts | 312 | 28,027 | - | - | 302 |
| Other liabilities | - | - | - | - | - |
| Net pension liability | - | - | - | - | - |
| Total non-current liabilities | 27,054 | 28,027 | 11,852 | - | 302 |
| **Total liabilities** | 29,597 | 28,712 | 12,355 | 781 | 335 |
| **DEFERRED INFLOWS OF RESOURCES** | | | | | |
| Deferred gain on refunding debt (net) | - | - | - | - | - |
| Pension actuarial adjustments | - | - | - | - | - |
| **Total deferred inflows of resources** | - | - | - | - | - |
| **NET POSITION:** | | | | | |
| Net investment in capital assets | 2,800 | 240 | 279 | 97 | 23 |
| Restricted for: | | | | | |
| State required carryover programs | - | 52 | - | - | - |
| Debt service | - | 2,351 | - | - | (302) |
| Scholarships and other purposes | - | - | - | - | - |
| Unrestricted (deficit) | 1,212 | 2,516 | 774 | 2,332 | 57 |
| **Total net position** | $ 4,012 | $ 5,358 | $ 1,053 | $ 2,429 | $ (222) |

| International Studies Academy High School | International Studies Academy Middle School | New Life Charter Academy | North Broward Academy of Excellence Elem | North Broward Academy of Excellence Middle | Panacea Prep Charter School |
|---|---|---|---|---|---|
| $ 660 | $ 1,058 | $ 123 | $ 666 | $ 2,513 | $ 219 |
| 356 | 320 | - | 996 | 605 | - |
| 73 | 81 | - | 77 | - | - |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| 17 | 19 | 61 | 199 | 56 | 54 |
| 1,106 | 1,478 | 183 | 1,939 | 3,174 | 274 |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| 3,121 | 2,806 | 30 | 6,731 | 3,120 | 3 |
| 3,121 | 2,806 | 30 | 6,731 | 3,120 | 3 |
| 4,226 | 4,284 | 213 | 8,669 | 6,294 | 277 |
| - | - | - | - | 141 | - |
| - | - | - | - | - | - |
| - | - | - | - | 141 | - |
| 13 | 17 | 48 | 115 | 54 | 9 |
| 74 | 84 | 26 | 278 | 157 | 19 |
| - | - | - | 27 | 14 | - |
| - | - | - | - | - | - |
| - | - | - | 3 | 80 | - |
| - | - | - | - | - | - |
| - | - | - | 445 | 640 | - |
| 138 | 122 | - | 134 | 69 | - |
| 31 | 35 | - | 21 | 13 | - |
| - | - | - | - | - | - |
| - | - | - | - | - | 0 |
| 256 | 258 | 74 | 1,020 | 1,026 | 28 |
| 3,150 | 2,793 | - | 5,896 | 3,037 | - |
| 21 | 23 | - | 7 | 4 | - |
| - | - | - | - | - | - |
| 400 | - | - | - | - | - |
| - | - | - | - | - | - |
| 3,571 | 2,816 | - | 5,902 | 3,041 | - |
| 3,827 | 3,075 | 74 | 6,923 | 4,067 | 28 |
| - | - | - | 1,215 | - | - |
| - | - | - | - | - | - |
| - | - | - | 1,215 | - | - |
| (167) | (110) | 30 | (514) | 155 | 3 |
| - | - | (67) | - | - | 56 |
| - | - | - | - | - | - |
| - | - | - | 115 | 22 | - |
| 567 | 1,319 | 177 | 930 | 2,191 | 190 |
| $ 399 | $ 1,209 | $ 139 | $ 531 | $ 2,367 | $ 248 |

**COMBINING STATEMENT OF NET POSITION**
**COMPONENT UNITS**
**AS OF JUNE 30, 2025**
**(in thousands)**

| | Paragon Academy of Technology | Renaissance Charter Middle School At Pines | Renaissance Charter School At Cooper City | Renaissance Charter School At Pines | Renaissance Charter School At University |
|---|---|---|---|---|---|
| **ASSETS:** | | | | | |
| **Current assets:** | | | | | |
| Cash, cash equivalents and investments | $ 592 | $ 2,878 | $ 4,227 | $ 901 | $ 2,370 |
| Due from other governmental agencies | 5 | 770 | 1,825 | 1,369 | 2,360 |
| Due from other schools | 49 | 9 | - | 230 | 4 |
| Accrued interest receivable | - | - | - | - | - |
| Inventories | - | - | - | - | - |
| Prepaids Other assets | 15 | 93 | 206 | 65 | 2,574 |
| Total Current Assets | 662 | 3,751 | 6,257 | 2,565 | 7,309 |
| **Non-current assets:** | | | | | |
| Restricted cash, cash equivalents and investments | - | - | - | - | 2,005 |
| Capital assets: | | | | | |
| Non-depreciable | - | - | 257 | - | - |
| Depreciable, net | 2,085 | 8,394 | 14,855 | 19,174 | 25,992 |
| Total non-current assets | 2,085 | 8,394 | 15,112 | 19,174 | 27,997 |
| Total assets | 2,746 | 12,145 | 21,369 | 21,739 | 35,306 |
| **DEFERRED OUTFLOWS OF RESOURCES** | | | | | |
| Deferred loss on refunding debt (net) | - | - | - | - | - |
| Pension actuarial adjustments | - | - | - | - | - |
| Total deferred outflows of resources | - | - | - | - | - |
| **LIABILITIES:** | | | | | |
| **Current liabilities:** | | | | | |
| Accounts payable and accrued expenses | 8 | 22 | 742 | 143 | 144 |
| Accrued payroll, taxes and withholding | 68 | 173 | 492 | 330 | 640 |
| Matured debt and interest payable | - | 19 | 82 | 40 | 260 |
| Due to other governmental agencies | - | - | - | - | - |
| Due to other schools | - | 188 | 1 | 10 | 1 |
| Unearned revenue | - | - | - | - | - |
| Management fees payable | - | 41 | 128 | - | 356 |
| Obligations under leases | 18 | 146 | 365 | 326 | 34 |
| Liability for compensated absences | - | 15 | 40 | 24 | 32 |
| Debt, net of premiums and discounts | - | - | - | - | - |
| Other liabilities | - | - | - | - | - |
| Total current liabilities | 94 | 605 | 1,850 | 873 | 1,468 |
| **Non-current liabilities:** | | | | | |
| Obligations under leases | 2,253 | 8,859 | 14,437 | 19,895 | 4,526 |
| Liability for compensated absences | - | 5 | 13 | 8 | 11 |
| Debt, net of premiums and discounts | - | - | - | - | 24,427 |
| Other liabilities | - | - | - | - | - |
| Net pension liability | - | - | - | - | - |
| Total non-current liabilities | 2,253 | 8,864 | 14,450 | 19,902 | 28,964 |
| **Total liabilities** | 2,347 | 9,469 | 16,300 | 20,775 | 30,432 |
| **DEFERRED INFLOWS OF RESOURCES** | | | | | |
| Deferred gain on refunding debt (net) | - | - | - | - | - |
| Pension actuarial adjustments | - | - | - | - | - |
| **Total deferred inflows of resources** | - | - | - | - | - |
| **NET POSITION:** | | | | | |
| Net investment in capital assets | (187) | (611) | 310 | (1,047) | (990) |
| Restricted for: | | | | | |
| State required carryover programs | - | - | - | - | - |
| Debt service | - | - | - | - | - |
| Scholarships and other purposes | - | 15 | 200 | 158 | 124 |
| Unrestricted (deficit) | 586 | 3,272 | 4,560 | 1,853 | 5,740 |
| **Total net position** | $ 399 | $ 2,676 | $ 5,069 | $ 963 | $ 4,874 |

| Renaissance Charter School Of Coral Springs | Renaissance Charter School Of Plantation | Rise Academy School of Sciencie & Technology | Sandra Marie Curtis High School | Somerset Academy Charter High | Somerset Academy Charter High Miramar |
|---|---|---|---|---|---|
| $ 4,639 | $ 1,361 | $ 801 | $ 1,574 | $ 3,895 | $ 861 |
| 2,324 | 1,734 | 166 | 1,097 | 3,389 | 443 |
| 103 | 52 | - | 79 | 1,032 | 213 |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| 327 | 174 | 65 | - | 4 | 103 |
| 7,393 | 3,321 | 1,033 | 2,750 | 8,320 | 1,620 |
| - | 1,566 | - | - | - | - |
| - | - | - | - | - | - |
| 15,988 | 19,598 | 487 | 775 | 20,128 | 240 |
| 15,988 | 21,164 | 487 | 775 | 20,128 | 240 |
| 23,381 | 24,486 | 1,520 | 3,525 | 28,448 | 1,860 |
| 2,514 | - | - | - | - | - |
| - | - | - | - | - | - |
| 2,514 | - | - | - | - | - |
| 173 | 322 | 13 | 96 | 10 | 41 |
| 617 | 410 | 77 | 38 | 579 | 59 |
| 115 | 167 | - | - | - | - |
| - | - | - | 21 | - | - |
| 1 | 1 | - | - | - | - |
| - | - | - | - | - | - |
| 774 | 902 | - | - | - | - |
| 447 | 26 | - | 402 | 1,186 | 183 |
| 46 | 35 | - | - | 199 | 30 |
| - | - | - | - | - | - |
| - | - | 16 | - | - | - |
| 2,172 | 1,862 | 106 | 557 | 1,974 | 313 |
| 22,081 | 21,754 | 406 | - | 15,769 | - |
| 15 | 12 | - | - | 133 | 20 |
| - | - | 159 | - | - | - |
| - | - | - | - | 200 | 1,050 |
| - | - | - | - | - | - |
| 22,096 | 21,765 | 564 | - | 16,101 | 1,070 |
| 24,268 | 23,628 | 670 | 557 | 18,075 | 1,383 |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| (4,026) | (616) | 67 | 374 | 2,974 | 57 |
| - | - | - | - | - | - |
| - | - | (159) | - | - | - |
| 92 | 4 | - | - | - | - |
| 5,560 | 1,469 | 942 | 2,594 | 7,399 | 420 |
| $ 1,626 | $ 857 | $ 849 | $ 2,968 | $ 10,373 | $ 476 |

**COMBINING STATEMENT OF NET POSITION**
**COMPONENT UNITS**
**AS OF JUNE 30, 2025**
**(in thousands)**

| | Somerset Academy Davie Charter | Somerset Academy East Preparatory | Somerset Academy Elem | Somerset Academy Elem South Campus | Somerset Academy Key HS |
|---|---|---|---|---|---|
| **ASSETS:** | | | | | |
| **Current assets:** | | | | | |
| Cash, cash equivalents and investments | $ 742 | $ 1,663 | $ 5,291 | $ 1,458 | $ 938 |
| Due from other governmental agencies | 255 | 361 | 1,099 | 562 | 448 |
| Due from other schools | 746 | 410 | 1,874 | 267 | 212 |
| Accrued interest receivable | - | - | - | - | - |
| Inventories | - | - | - | - | - |
| Prepaids Other assets | 34 | 71 | 46 | 23 | 1 |
| Total Current Assets | 1,777 | 2,505 | 8,310 | 2,310 | 1,600 |
| **Non-current assets:** | | | | | |
| Restricted cash, cash equivalents and investments | - | - | - | - | - |
| Capital assets: | | | | | |
| Non-depreciable | - | - | - | - | - |
| Depreciable, net | 709 | 1,369 | 7,460 | 3,899 | 375 |
| Total non-current assets | 709 | 1,369 | 7,460 | 3,899 | 375 |
| Total assets | 2,486 | 3,874 | 15,770 | 6,208 | 1,975 |
| **DEFERRED OUTFLOWS OF RESOURCES** | | | | | |
| Deferred loss on refunding debt (net) | - | - | - | - | - |
| Pension actuarial adjustments | - | - | - | - | - |
| Total deferred outflows of resources | - | - | - | - | - |
| **LIABILITIES:** | | | | | |
| **Current liabilities:** | | | | | |
| Accounts payable and accrued expenses | 55 | - | 2 | 1 | 67 |
| Accrued payroll, taxes and withholding | 57 | 71 | 215 | 103 | 79 |
| Matured debt and interest payable | - | - | - | - | - |
| Due to other governmental agencies | - | - | - | - | - |
| Due to other schools | - | - | - | - | - |
| Unearned revenue | - | - | - | - | - |
| Management fees payable | - | - | - | - | - |
| Obligations under leases | 200 | 239 | 445 | 229 | 304 |
| Liability for compensated absences | 41 | 41 | 67 | 50 | 12 |
| Debt, net of premiums and discounts | - | - | - | - | - |
| Other liabilities | - | - | - | - | - |
| Total current liabilities | 353 | 351 | 729 | 384 | 463 |
| **Non-current liabilities:** | | | | | |
| Obligations under leases | 493 | 1,086 | 7,488 | 3,857 | 8 |
| Liability for compensated absences | 27 | 27 | 45 | 34 | - |
| Debt, net of premiums and discounts | - | - | - | - | - |
| Other liabilities | - | - | 81 | 844 | - |
| Net pension liability | - | - | - | - | - |
| Total non-current liabilities | 521 | 1,113 | 7,613 | 4,735 | 8 |
| **Total liabilities** | 873 | 1,464 | 8,342 | 5,118 | 471 |
| **DEFERRED INFLOWS OF RESOURCES** | | | | | |
| Deferred gain on refunding debt (net) | - | - | - | - | - |
| Pension actuarial adjustments | - | - | - | - | - |
| **Total deferred inflows of resources** | - | - | - | - | - |
| **NET POSITION:** | | | | | |
| Net investment in capital assets | 16 | 44 | (553) | (232) | 63 |
| Restricted for: | | | | | |
| State required carryover programs | - | - | - | - | - |
| Debt service | - | - | - | - | - |
| Scholarships and other purposes | - | - | 106 | - | - |
| Unrestricted (deficit) | 1,597 | 2,367 | 7,874 | 1,322 | 1,422 |
| **Total net position** | $ 1,612 | $ 2,410 | $ 7,427 | $ 1,090 | $ 1,503 |

| Somerset Academy Key MS | Somerset Academy Middle | Somerset Academy Miramar | Somerset Academy Miramar Middle | Somerset Academy Neighborhood | Somerset Academy Pompano |
|---|---|---|---|---|---|
| $ 1,510 | $ 4,177 | $ 1,617 | $ 1,804 | $ 3,313 | $ 863 |
| 557 | 1,645 | 678 | 663 | 589 | 220 |
| 265 | 780 | 5,646 | 1,027 | 483 | 104 |
| 10 | - | - | - | - | - |
| - | - | - | - | - | - |
| 4 | 22 | 7 | 15 | 113 | 28 |
| 2,345 | 6,624 | 7,948 | 3,509 | 4,497 | 1,214 |
| | | | | | |
| - | - | - | - | - | - |
| | | | | | |
| - | - | - | - | 44 | 13 |
| 710 | 12,520 | 8,130 | 6,438 | 459 | 620 |
| 710 | 12,520 | 8,130 | 6,438 | 502 | 632 |
| 3,055 | 19,144 | 16,078 | 9,947 | 4,999 | 1,846 |
| | | | | | |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| | | | | | |
| 8 | 7 | 252 | 162 | 16 | 16 |
| 162 | 318 | 203 | 168 | 204 | 70 |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| - | - | - | 309 | - | - |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| 280 | 854 | 539 | 424 | 328 | 68 |
| 32 | 126 | 101 | 106 | 72 | 18 |
| - | - | - | - | - | - |
| 189 | - | - | - | - | - |
| 671 | 1,306 | 1,095 | 1,170 | 620 | 172 |
| | | | | | |
| - | 11,353 | 7,260 | 5,703 | - | 397 |
| 22 | 84 | 67 | 71 | 48 | 12 |
| - | - | - | - | - | - |
| - | 143 | - | - | - | - |
| - | - | - | - | - | - |
| 22 | 11,580 | 7,328 | 5,773 | 48 | 409 |
| 692 | 12,886 | 8,422 | 6,943 | 668 | 581 |
| | | | | | |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| | | | | | |
| 430 | 169 | 330 | 312 | 127 | 167 |
| | | | | | |
| - | - | - | - | - | - |
| - | - | 477 | - | - | - |
| 32 | 84 | - | 354 | - | - |
| 1,901 | 6,005 | 6,849 | 2,338 | 4,205 | 1,098 |
| $ 2,363 | $ 6,257 | $ 7,655 | $ 3,003 | $ 4,331 | $ 1,265 |

**COMBINING STATEMENT OF NET POSITION**
**COMPONENT UNITS**
**AS OF JUNE 30, 2025**
**(in thousands)**

| | Somerset Academy Riverside | Somerset Academy Riverside Charter MS | Somerset Academy Village Middle School | Somerset Arts Conservatory | Somerset Miramar South |
|---|---|---|---|---|---|
| **ASSETS:** | | | | | |
| **Current assets:** | | | | | |
| Cash, cash equivalents and investments | $ 982 | $ 647 | $ 1,307 | $ 2,927 | $ 2,871 |
| Due from other governmental agencies | 572 | 209 | 250 | 765 | 366 |
| Due from other schools | 234 | - | 118 | 1,688 | 2,458 |
| Accrued interest receivable | - | - | - | - | - |
| Inventories | - | - | - | - | - |
| Prepaids Other assets | 169 | 97 | 119 | 2 | 1 |
| Total Current Assets | 1,958 | 953 | 1,794 | 5,382 | 5,696 |
| **Non-current assets:** | | | | | |
| Restricted cash, cash equivalents and investments | - | - | - | - | - |
| Capital assets: | | | | | |
| Non-depreciable | - | - | - | - | - |
| Depreciable, net | 6,731 | 2,413 | 941 | 4,525 | 73 |
| Total non-current assets | 6,731 | 2,413 | 941 | 4,525 | 73 |
| Total assets | 8,689 | 3,366 | 2,736 | 9,907 | 5,769 |
| **DEFERRED OUTFLOWS OF RESOURCES** | | | | | |
| Deferred loss on refunding debt (net) | - | - | - | - | - |
| Pension actuarial adjustments | - | - | - | - | - |
| Total deferred outflows of resources | - | - | - | - | - |
| **LIABILITIES:** | | | | | |
| **Current liabilities:** | | | | | |
| Accounts payable and accrued expenses | 209 | 1 | 117 | 3 | 5 |
| Accrued payroll, taxes and withholding | 139 | 86 | 75 | 133 | 98 |
| Matured debt and interest payable | - | - | - | - | - |
| Due to other governmental agencies | - | - | - | - | - |
| Due to other schools | - | - | - | - | - |
| Unearned revenue | - | - | - | - | - |
| Management fees payable | - | - | - | - | - |
| Obligations under leases | 403 | 149 | - | 332 | - |
| Liability for compensated absences | 56 | 46 | 44 | 67 | 32 |
| Debt, net of premiums and discounts | - | - | 156 | - | - |
| Other liabilities | - | - | - | - | - |
| Total current liabilities | 807 | 282 | 393 | 535 | 136 |
| **Non-current liabilities:** | | | | | |
| Obligations under leases | 6,787 | 2,510 | 709 | 4,415 | - |
| Liability for compensated absences | 37 | 31 | 30 | 45 | 22 |
| Debt, net of premiums and discounts | - | - | - | - | - |
| Other liabilities | 701 | 475 | - | 55 | - |
| Net pension liability | - | - | - | - | - |
| Total non-current liabilities | 7,525 | 3,016 | 738 | 4,515 | 22 |
| **Total liabilities** | 8,332 | 3,297 | 1,131 | 5,050 | 157 |
| **DEFERRED INFLOWS OF RESOURCES** | | | | | |
| Deferred gain on refunding debt (net) | - | - | - | - | - |
| Pension actuarial adjustments | - | - | - | - | - |
| **Total deferred inflows of resources** | - | - | - | - | - |
| **NET POSITION:** | | | | | |
| Net investment in capital assets | (459) | (246) | 76 | (278) | 73 |
| Restricted for: | | | | | |
| State required carryover programs | - | - | - | - | 248 |
| Debt service | - | - | - | - | - |
| Scholarships and other purposes | - | - | - | - | - |
| Unrestricted (deficit) | 816 | 315 | 1,528 | 5,134 | 5,291 |
| **Total net position** | $ 357 | $ 69 | $ 1,604 | $ 4,856 | $ 5,611 |

| Somerset Parkland Academy | Somerset Pines Academy | Somerset Prep Acad Charter HS at N Laud | Somerset Prep Acad Charter MS at N Laud | Somerset Preparatory Charter Middle School | Somerset Village Academy |
|---|---|---|---|---|---|
| $ 1,805 | $ 2,316 | $ 1,775 | $ 4,073 | $ 832 | $ 1,804 |
| 966 | 866 | 516 | 990 | 532 | 416 |
| 442 | 866 | 544 | 1,968 | 641 | 393 |
| - | - | - | 56 | - | - |
| - | - | - | - | - | - |
| 10 | 30 | 5 | 92 | 85 | 40 |
| 3,223 | 4,078 | 2,840 | 7,179 | 2,090 | 2,653 |
| - | - | - | - | - | - |
| - | 48 | - | - | - | - |
| 15,455 | 2,444 | 1,241 | 2,620 | 300 | 1,835 |
| 15,455 | 2,493 | 1,241 | 2,620 | 300 | 1,835 |
| 18,678 | 6,571 | 4,081 | 9,799 | 2,390 | 4,488 |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| 68 | 51 | 20 | 10 | 63 | 26 |
| 441 | 271 | 122 | 322 | 86 | 145 |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| 752 | 411 | 233 | 473 | 251 | 225 |
| 182 | 150 | 44 | 135 | 46 | 65 |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| 1,444 | 883 | 420 | 941 | 446 | 460 |
| 15,625 | 1,864 | 1,070 | 2,173 | - | 1,020 |
| 122 | 100 | 30 | 90 | 30 | 43 |
| - | - | - | - | - | - |
| 154 | - | - | - | - | - |
| - | - | - | - | - | - |
| 15,901 | 1,964 | 1,100 | 2,263 | 30 | 1,063 |
| 17,345 | 2,847 | 1,520 | 3,204 | 476 | 1,523 |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| (1,076) | 218 | (62) | (26) | 49 | 591 |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| 6 | 160 | 293 | 609 | - | - |
| 2,403 | 3,346 | 2,330 | 6,012 | 1,865 | 2,374 |
| $ 1,332 | $ 3,723 | $ 2,561 | $ 6,595 | $ 1,913 | $ 2,964 |

**COMBINING STATEMENT OF NET POSITION**
**COMPONENT UNITS**
**AS OF JUNE 30, 2025**
**(in thousands)**

| | South Broward Montessori Charter School | Summit Academy Charte School | Suned High Of South Broward | SunEd High School Of N Broward | SunFire High School |
|---|---|---|---|---|---|
| **ASSETS:** | | | | | |
| **Current assets:** | | | | | |
| Cash, cash equivalents and investments | $ 218 | $ 2,449 | $ 3,214 | $ 3,806 | $ 3,350 |
| Due from other governmental agencies | 329 | 355 | 21 | 29 | 25 |
| Due from other schools | - | - | - | - | - |
| Accrued interest receivable | - | - | - | - | - |
| Inventories | 72 | - | - | - | - |
| Prepaids Other assets | 60 | - | 98 | 174 | 195 |
| Total Current Assets | 679 | 2,804 | 3,333 | 4,008 | 3,571 |
| **Non-current assets:** | | | | | |
| Restricted cash, cash equivalents and investments | - | - | 780 | 996 | - |
| Capital assets: | | | | | |
| Non-depreciable | - | - | - | - | 2,365 |
| Depreciable, net | 864 | 8,600 | 100 | 161 | 105 |
| Total non-current assets | 864 | 8,600 | 880 | 1,157 | 2,470 |
| Total assets | 1,542 | 11,405 | 4,213 | 5,165 | 6,041 |
| **DEFERRED OUTFLOWS OF RESOURCES** | | | | | |
| Deferred loss on refunding debt (net) | - | - | - | - | - |
| Pension actuarial adjustments | - | - | - | - | - |
| Total deferred outflows of resources | - | - | - | - | - |
| **LIABILITIES:** | | | | | |
| **Current liabilities:** | | | | | |
| Accounts payable and accrued expenses | 21 | 271 | 100 | 99 | 104 |
| Accrued payroll, taxes and withholding | - | 137 | - | - | - |
| Matured debt and interest payable | - | - | - | - | - |
| Due to other governmental agencies | - | - | - | - | - |
| Due to other schools | - | - | - | - | - |
| Unearned revenue | - | - | - | - | - |
| Management fees payable | - | - | - | - | - |
| Obligations under leases | 255 | - | 250 | 267 | 241 |
| Liability for compensated absences | - | - | - | - | - |
| Debt, net of premiums and discounts | 116 | - | - | - | 16 |
| Other liabilities | - | - | - | - | - |
| Total current liabilities | 392 | 407 | 350 | 366 | 362 |
| **Non-current liabilities:** | | | | | |
| Obligations under leases | 567 | 10,995 | 678 | 743 | 2,261 |
| Liability for compensated absences | - | - | - | - | - |
| Debt, net of premiums and discounts | - | - | - | - | - |
| Other liabilities | - | - | - | - | - |
| Net pension liability | - | - | - | - | - |
| Total non-current liabilities | 567 | 10,995 | 678 | 743 | 2,261 |
| **Total liabilities** | 960 | 11,402 | 1,027 | 1,109 | 2,623 |
| **DEFERRED INFLOWS OF RESOURCES** | | | | | |
| Deferred gain on refunding debt (net) | - | - | - | - | - |
| Pension actuarial adjustments | - | - | - | - | - |
| **Total deferred inflows of resources** | - | - | - | - | - |
| **NET POSITION:** | | | | | |
| Net investment in capital assets | 41 | (2,395) | 100 | 161 | 105 |
| Restricted for: | | | | | |
| State required carryover programs | - | - | - | - | - |
| Debt service | - | - | (147) | (14) | 8 |
| Scholarships and other purposes | - | - | - | - | - |
| Unrestricted (deficit) | 541 | 104 | 3,233 | 3,909 | 3,305 |
| **Total net position** | $ 582 | $ 2 | $ 3,186 | $ 4,055 | $ 3,417 |

| Sunshine Elementary | West Broward Academy | Broward Education Foundation | Total Non-Major Component Units |
|---|---|---|---|
| $ 629 | $ 1,969 | $ 3,570 | $ 160,096 |
| 18 | 117 | - | 47,007 |
| - | 0 | 333 | 29,789 |
| - | 40 | - | 105 |
| - | - | 1,104 | 1,176 |
| 71 | 30 | 4,239 | 19,675 |
| 719 | 2,155 | 9,246 | 257,848 |
| 3,022 | - | - | 20,041 |
| 2,880 | - | - | 23,621 |
| 3,335 | 17,424 | 682 | 605,750 |
| 9,236 | 17,424 | 682 | 649,412 |
| 9,955 | 19,579 | 9,928 | 907,260 |
| - | - | - | 5,629 |
| - | - | - | 2,206 |
| - | - | - | 7,835 |
| 62 | 98 | 53 | 7,139 |
| 125 | 415 | - | 19,603 |
| - | - | - | 2,349 |
| - | 1 | - | 22 |
| 49 | - | - | 5,175 |
| - | - | 144 | 647 |
| - | - | - | 3,779 |
| - | 374 | - | 39,803 |
| 70 | - | - | 2,318 |
| - | - | - | 2,753 |
| - | - | 507 | 722 |
| 306 | 887 | 703 | 84,310 |
| - | 16,472 | - | 517,767 |
| - | - | - | 1,391 |
| 7,635 | - | - | 114,669 |
| - | - | - | 4,102 |
| - | - | - | 8,576 |
| 7,635 | 16,472 | - | 646,506 |
| 7,941 | 17,359 | 703 | 730,816 |
| 2,049 | - | - | 5,156 |
| - | - | - | 1,035 |
| 2,049 | - | - | 6,191 |
| (1,490) | 578 | 175 | (30,101) |
| 26 | 14 | - | 3,045 |
| - | - | - | 7,495 |
| - | 0 | 4,239 | 7,013 |
| 1,430 | 1,627 | 4,811 | 188,125 |
| $ (34) | $ 2,219 | $ 9,225 | $ 178,088 |

**COMBINING STATEMENT OF ACTIVITIES**
**COMPONENT UNITS**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | Academic Solutions Academy A | Academics Solutions High School | Andrews High | Ascend Career Academy | Atlantic Montessori Charter School |
|---|---|---|---|---|---|
| **EXPENSES:** | | | | | |
| Instructional services | $ 730 | $ 544 | $ 814 | $ 1,050 | $ 257 |
| Instructional support services | 119 | 143 | 363 | 73 | 59 |
| Student transportation services | 57 | 32 | 26 | 30 | 2 |
| Operation and maintenance of plant | 585 | 702 | 1,338 | 287 | 373 |
| School administration | 810 | 640 | 910 | 688 | 147 |
| General administration | 22 | 111 | 565 | 81 | 26 |
| Food services | - | - | 76 | 191 | 19 |
| Scholarships and programs | - | - | - | - | - |
| Facilities acquisition and construction | - | - | - | - | - |
| Interest expense | 44 | 32 | 32 | 151 | 29 |
| Depreciation - unallocated * | - | - | - | 319 | - |
| **Total expenses** | 2,368 | 2,203 | 4,125 | 2,870 | 914 |
| **PROGRAM REVENUES:** | | | | | |
| Charges for services | - | - | - | - | - |
| Operating grants and contributions | 121 | 50 | 81 | 193 | 1 |
| Capital grants and contributions | 123 | 138 | 345 | 151 | 42 |
| **Total program revenues** | 244 | 188 | 426 | 344 | 42 |
| **Net program expense** | (2,124) | (2,015) | (3,699) | (2,526) | (872) |
| **GENERAL REVENUES:** | | | | | |
| Grants and contributions not restricted to specific programs | 2,107 | 2,471 | - | 119 | 571 |
| Other federal sources | - | - | - | - | - |
| Other state sources | - | - | 3,150 | 2,158 | - |
| Other local sources | 0 | 18 | 554 | 19 | 251 |
| Unrestricted investment earnings | - | - | 122 | - | - |
| **Total general revenues** | 2,107 | 2,488 | 3,826 | 2,296 | 822 |
| **Change in net position** | (17) | 473 | 127 | (230) | (50) |
| **Total net position, beginning of year** | 1,301 | 1,246 | 2,420 | 528 | 89 |
| **Restatement adjustment to beginning net position** | - | - | - | - | - |
| **Total net position (deficit), beginning of year, as restated** | 1,301 | 1,246 | 2,420 | 528 | 89 |
| **Total net position (deficit), end of year** | $ 1,283 | $ 1,718 | $ 2,547 | $ 297 | $ 38 |

* This amount excludes the depreciation that is included in the direct expenses of the various programs.

| Atlantic Montessori West | Avant Garde Academy Of Broward | Avant Garde Academy Foundation K-8 | Avant Garde Academy K-8 Broward | Ben Gamla Charter | Ben Gamla North |
|---|---|---|---|---|---|
| $ 494 | $ 6,761 | $ 497 | $ 6,107 | $ 1,897 | $ 1,462 |
| 43 | 76 | 11 | 47 | 40 | 31 |
| 6 | 193 | 16 | 218 | - | - |
| 618 | 2,492 | 220 | 2,371 | 967 | 772 |
| 195 | 905 | 88 | 862 | 516 | 386 |
| 43 | 96 | 36 | 101 | 434 | 122 |
| 17 | 825 | 68 | 798 | 207 | 169 |
| - | - | - | - | - | - |
| - | 585 | 13 | 696 | - | - |
| 18 | 1,558 | - | 1,323 | 69 | 48 |
| - | - | - | - | - | - |
| 1,436 | 13,491 | 950 | 12,523 | 4,130 | 2,991 |
| | | | | | |
| - | - | - | 5 | 366 | 54 |
| - | 3,155 | 133 | 2,404 | 338 | 174 |
| 69 | 697 | 56 | 597 | 333 | 267 |
| 69 | 3,852 | 189 | 3,005 | 1,037 | 495 |
| (1,367) | (9,639) | (762) | (9,517) | (3,093) | (2,496) |
| | | | | | |
| 951 | 11,555 | 920 | 10,397 | 3,573 | 2,881 |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| 479 | 302 | 25 | 773 | - | - |
| - | - | - | - | 92 | 74 |
| 1,430 | 11,857 | 945 | 11,170 | 3,665 | 2,955 |
| 63 | 2,218 | 183 | 1,653 | 572 | 459 |
| 84 | 987 | - | 5,178 | 1,960 | 1,475 |
| - | - | - | - | - | - |
| 84 | 987 | - | 5,178 | 1,960 | 1,475 |
| $ 147 | $ 3,204 | $ 183 | $ 6,831 | $ 2,532 | $ 1,933 |

**COMBINING STATEMENT OF ACTIVITIES**
**COMPONENT UNITS**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | Ben Gamla South | Bridge Prep Academy of Hollywood Hills | Bridgeprep Academy Of Broward K-8 | Broward Math and Science Schools | Central Charter School |
|---|---|---|---|---|---|
| **EXPENSES:** | | | | | |
| Instructional services | $ 1,985 | $ 1,603 | $ 401 | $ 2,023 | $ 9,902 |
| Instructional support services | 70 | 268 | 47 | 10 | 202 |
| Student transportation services | - | - | - | - | 315 |
| Operation and maintenance of plant | 742 | 633 | 217 | 276 | 2,634 |
| School administration | 611 | 593 | 209 | 510 | 1,281 |
| General administration | 141 | 669 | 360 | 159 | - |
| Food services | 189 | 268 | 95 | 136 | 821 |
| Scholarships and programs | - | 205 | 15 | 165 | - |
| Facilities acquisition and construction | - | - | - | - | - |
| Interest expense | 55 | 106 | 8 | 70 | 2,964 |
| Depreciation - unallocated * | - | - | - | 376 | 503 |
| **Total expenses** | 3,792 | 4,346 | 1,353 | 3,725 | 18,621 |
| **PROGRAM REVENUES:** | | | | | |
| Charges for services | 21 | 235 | 18 | 58 | - |
| Operating grants and contributions | 695 | 430 | 96 | 436 | 3,882 |
| Capital grants and contributions | 271 | 318 | 134 | - | - |
| **Total program revenues** | 987 | 983 | 248 | 494 | 3,882 |
| **Net program expense** | (2,805) | (3,363) | (1,105) | (3,231) | (14,740) |
| **GENERAL REVENUES:** | | | | | |
| Grants and contributions not restricted to specific programs | 2,848 | - | - | 407 | 446 |
| Other federal sources | - | - | - | - | - |
| Other state sources | - | 3,921 | 1,403 | 2,380 | 12,618 |
| Other local sources | - | - | - | 823 | 2,860 |
| Unrestricted investment earnings | 204 | - | - | - | - |
| **Total general revenues** | 3,052 | 3,921 | 1,403 | 3,611 | 15,924 |
| **Change in net position** | 247 | 559 | 299 | 380 | 1,185 |
| **Total net position, beginning of year** | 1,466 | (117) | 264 | 657 | (7,286) |
| **Restatement adjustment to beginning net position** | - | - | - | - | - |
| **Total net position (deficit), beginning of year, as restated** | 1,466 | (117) | 264 | 657 | (7,286) |
| **Total net position (deficit), end of year** | $ 1,712 | $ 441 | $ 562 | $ 1,036 | $ (6,101) |

* This amount excludes the depreciation that is included in the direct expenses of the various programs.

| Championship Academy of Distinction Davie | Championship Academy of Distinction Hollywood | Championship Academy of Distinction MS | Charter School of Excellence Davie 1 | Charter School of Excellence Ft Laud 1 | Eagles' Nest Elementary |
|---|---|---|---|---|---|
| $ 2,128 | $ 1,577 | $ 1,572 | $ 1,252 | $ 844 | $ 1,268 |
| - | - | 32 | 54 | 62 | 499 |
| 34 | 22 | 28 | 97 | 92 | 213 |
| 1,691 | 1,152 | 718 | 675 | 806 | 373 |
| 705 | 511 | 448 | 467 | 282 | 527 |
| 203 | 60 | 105 | - | - | 99 |
| 307 | 244 | 202 | 139 | 155 | 215 |
| - | - | - | - | - | 0 |
| - | - | - | - | - | - |
| - | 535 | 76 | 22 | 23 | 140 |
| - | - | - | - | - | 330 |
| 5,068 | 4,101 | 3,182 | 2,705 | 2,264 | 3,665 |
| 142 | - | - | 18 | 17 | 12 |
| 356 | 468 | 323 | 506 | 459 | 300 |
| 390 | 234 | 222 | 204 | 151 | 289 |
| 888 | 703 | 545 | 729 | 627 | 602 |
| (4,180) | (3,399) | (2,637) | (1,977) | (1,637) | (3,064) |
| - | - | - | 2,401 | 1,639 | 31 |
| - | - | - | - | - | - |
| 4,325 | 2,779 | 2,402 | - | - | 2,628 |
| 20 | 546 | 9 | 40 | 25 | 695 |
| - | - | - | 29 | - | - |
| 4,345 | 3,325 | 2,412 | 2,470 | 1,665 | 3,353 |
| 165 | (73) | (225) | 493 | 28 | 290 |
| (14) | (137) | 419 | 257 | (1,136) | 1,499 |
| - | - | - | - | - | - |
| (14) | (137) | 419 | 257 | (1,136) | 1,499 |
| $ 150 | $ (210) | $ 193 | $ 750 | $ (1,108) | $ 1,788 |

**COMBINING STATEMENT OF ACTIVITIES**
**COMPONENT UNITS**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | Eagles' Nest Middle | Everest Charter School | Franklin Academy Cooper City | Franklin Academy F | Franklin Academy Pembroke Pines |
|---|---|---|---|---|---|
| **EXPENSES:** | | | | | |
| Instructional services | $ 343 | $ 834 | $ 8,607 | $ 6,404 | $ 8,832 |
| Instructional support services | 66 | 7 | 315 | 369 | 533 |
| Student transportation services | 49 | - | 323 | 493 | 554 |
| Operation and maintenance of plant | 71 | 484 | 3,172 | 3,210 | 4,110 |
| School administration | 55 | 301 | 1,617 | 597 | 1,786 |
| General administration | 19 | 57 | 48 | 236 | - |
| Food services | 31 | 159 | 719 | 425 | 672 |
| Scholarships and programs | - | - | - | - | - |
| Facilities acquisition and construction | - | - | - | - | - |
| Interest expense | - | 8 | 997 | 2,294 | 806 |
| Depreciation - unallocated * | 63 | 150 | - | - | - |
| **Total expenses** | 696 | 2,000 | 15,797 | 14,028 | 17,293 |
| **PROGRAM REVENUES:** | | | | | |
| Charges for services | 4 | 0 | 24 | - | 38 |
| Operating grants and contributions | 47 | 475 | 2,397 | 2,043 | 1,967 |
| Capital grants and contributions | 45 | 137 | 1,226 | 847 | 1,251 |
| **Total program revenues** | 96 | 612 | 3,647 | 2,890 | 3,256 |
| **Net program expense** | (600) | (1,388) | (12,150) | (11,139) | (14,037) |
| **GENERAL REVENUES:** | | | | | |
| Grants and contributions not restricted to specific programs | - | 1,226 | 14,091 | 9,955 | 14,331 |
| Other federal sources | - | - | - | - | - |
| Other state sources | 403 | - | - | - | - |
| Other local sources | 233 | 204 | 765 | 39 | 587 |
| Unrestricted investment earnings | - | - | - | - | - |
| **Total general revenues** | 637 | 1,431 | 14,856 | 9,995 | 14,918 |
| **Change in net position** | 36 | 43 | 2,706 | (1,144) | 881 |
| **Total net position, beginning of year** | 150 | 211 | 7,616 | (3,640) | 4,562 |
| **Restatement adjustment to beginning net position** | - | - | - | - | - |
| **Total net position (deficit), beginning of year, as restated** | 150 | 211 | 7,616 | (3,640) | 4,562 |
| **Total net position (deficit), end of year** | $ 186 | $ 253 | $ 10,321 | $ (4,784) | $ 5,442 |

* This amount excludes the depreciation that is included in the direct expenses of the various programs.

| Franklin Academy Pembroke Pines HS | Franklin Academy Sunrise | Greentree Prep Charter School | Hollywood Academy of Arts & Science Elem | Hollywood Academy of Arts & Science Middle | Imagine Charter at North Lauderdale Elem |
|---|---|---|---|---|---|
| $ 6,296 | $ 8,200 | $ 1,504 | $ 6,289 | $ 2,304 | $ 2,748 |
| 681 | 358 | - | 801 | 171 | 209 |
| 742 | 392 | - | - | - | 86 |
| 3,970 | 4,551 | 757 | 2,641 | 969 | 1,180 |
| 1,386 | 1,394 | 558 | 1,820 | 258 | 1,456 |
| 112 | - | 44 | 1,817 | 1,023 | 16 |
| 514 | 695 | 17 | 425 | 137 | 477 |
| - | - | - | 649 | 155 | - |
| - | - | - | - | - | - |
| 2,294 | 1,580 | 166 | 913 | 391 | 113 |
| - | - | - | - | - | - |
| 15,995 | 17,170 | 3,045 | 15,354 | 5,408 | 6,286 |
| 25 | 41 | - | 599 | 46 | 13 |
| 1,838 | 1,918 | 167 | 1,453 | 734 | 688 |
| 915 | 1,257 | 242 | 1,048 | 422 | 260 |
| 2,778 | 3,216 | 409 | 3,101 | 1,203 | 961 |
| (13,217) | (13,954) | (2,635) | (12,253) | (4,205) | (5,326) |
| 12,878 | 14,293 | 2,154 | 11,046 | - | - |
| - | - | - | - | 4,230 | 188 |
| - | - | - | - | - | 3,741 |
| 678 | - | 747 | - | 151 | 1,162 |
| - | 494 | 161 | 816 | - | - |
| 13,557 | 14,788 | 3,062 | 11,862 | 4,381 | 5,091 |
| 339 | 834 | 427 | (391) | 176 | (235) |
| (4,693) | 3,102 | 310 | 1,443 | 2,439 | 1,152 |
| - | - | - | - | - | - |
| (4,693) | 3,102 | 310 | 1,443 | 2,439 | 1,152 |
| $ (4,353) | $ 3,935 | $ 737 | $ 1,051 | $ 2,614 | $ 917 |

**COMBINING STATEMENT OF ACTIVITIES**
**COMPONENT UNITS**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | Imagine Charter School at Weston | Imagine Schools At Broward | Imagine School South Campus | Innovation Charter School | International School of Broward |
|---|---|---|---|---|---|
| **EXPENSES:** | | | | | |
| Instructional services | $ 6,607 | $ 6,424 | $ 3,266 | $ 2,646 | $ 486 |
| Instructional support services | 404 | 686 | 238 | 618 | 3 |
| Student transportation services | 227 | - | - | 210 | - |
| Operation and maintenance of plant | 2,732 | 1,860 | - | 628 | 87 |
| School administration | 1,976 | 2,905 | 1,062 | 1,042 | 163 |
| General administration | 50 | 15 | 84 | 160 | 26 |
| Food services | 272 | 278 | 71 | 528 | - |
| Scholarships and programs | 507 | - | 144 | - | - |
| Facilities acquisition and construction | - | - | 638 | - | - |
| Interest expense | 809 | 1,089 | 159 | 28 | 4 |
| Depreciation - unallocated * | - | - | - | - | 177 |
| **Total expenses** | 13,585 | 13,258 | 5,662 | 5,861 | 947 |
| **PROGRAM REVENUES:** | | | | | |
| Charges for services | 1,397 | 1,450 | 252 | - | - |
| Operating grants and contributions | 95 | 169 | 285 | 978 | 27 |
| Capital grants and contributions | 681 | 676 | 274 | 375 | 63 |
| **Total program revenues** | 2,173 | 2,294 | 811 | 1,353 | 90 |
| **Net program expense** | (11,412) | (10,964) | (4,852) | (4,508) | (857) |
| **GENERAL REVENUES:** | | | | | |
| Grants and contributions not restricted to specific programs | - | - | - | 4,052 | 906 |
| Other federal sources | - | 115 | - | - | - |
| Other state sources | 9,245 | 9,134 | 3,739 | - | - |
| Other local sources | 2,924 | 3,358 | 1,229 | 111 | - |
| Unrestricted investment earnings | 979 | - | - | - | - |
| **Total general revenues** | 13,148 | 12,607 | 4,968 | 4,163 | 906 |
| **Change in net position** | 1,736 | 1,643 | 117 | (345) | 50 |
| **Total net position, beginning of year** | 2,277 | 3,716 | 937 | 2,775 | (272) |
| **Restatement adjustment to beginning net position** | - | - | - | - | - |
| **Total net position (deficit), beginning of year, as restated** | 2,277 | 3,716 | 937 | 2,775 | (272) |
| **Total net position (deficit), end of year** | $ 4,012 | $ 5,358 | $ 1,053 | $ 2,429 | $ (222) |

* This amount excludes the depreciation that is included in the direct expenses of the various programs.

| International Studies Academy High School | International Studies Academy Middle School | New Life Charter Academy | North Broward Academy of Excellence Elem | North Broward Academy of Excellence Middle | Panacea Prep Charter School |
|---|---|---|---|---|---|
| $ 1,159 | $ 1,356 | $ 558 | $ 3,170 | $ 1,929 | $ 444 |
| 67 | 77 | 107 | 954 | 575 | 149 |
| - | - | 1 | - | - | 92 |
| 477 | 647 | 362 | 1,847 | 424 | 85 |
| 416 | 477 | 280 | 696 | 550 | 284 |
| 177 | 109 | 45 | 1,209 | 922 | 46 |
| 70 | 87 | 99 | 379 | 196 | 76 |
| - | - | 15 | 195 | 77 | 0 |
| - | - | - | - | - | - |
| 368 | 149 | 2 | 322 | 166 | - |
| - | - | 8 | - | - | 165 |
| 2,735 | 2,902 | 1,477 | 8,773 | 4,841 | 1,343 |
| | | | | | |
| 175 | 14 | 24 | 124 | 33 | 8 |
| 265 | 270 | 185 | 1,561 | 775 | 170 |
| 215 | 264 | 101 | 610 | 342 | 105 |
| 655 | 548 | 310 | 2,295 | 1,151 | 282 |
| (2,080) | (2,354) | (1,167) | (6,478) | (3,690) | (1,060) |
| | | | | | |
| 2,191 | 2,729 | - | 6,374 | 3,457 | 220 |
| - | - | - | - | - | - |
| - | - | 926 | - | - | 972 |
| - | - | 214 | 89 | - | - |
| 46 | 63 | 33 | - | 102 | - |
| 2,237 | 2,792 | 1,173 | 6,463 | 3,559 | 1,193 |
| 158 | 438 | 6 | (14) | (131) | 132 |
| 242 | 771 | 134 | 546 | 2,499 | 116 |
| - | - | - | - | - | - |
| 242 | 771 | 134 | 546 | 2,499 | 116 |
| $ 399 | $ 1,209 | $ 139 | $ 531 | $ 2,367 | $ 248 |

**COMBINING STATEMENT OF ACTIVITIES**
**COMPONENT UNITS**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | Paragon Academy of Technology | Renaissance Charter School At Cooper City | Renaissance Charter School Of Coral Springs | Renaissance Charter School At Pines | Renaissance Charter Middle School At Pines |
|---|---|---|---|---|---|
| **EXPENSES:** | | | | | |
| Instructional services | $ 695 | $ 6,380 | $ 8,120 | $ 3,724 | $ 2,404 |
| Instructional support services | 48 | 749 | 1,188 | 758 | 346 |
| Student transportation services | - | - | - | - | - |
| Operation and maintenance of plant | 223 | 2,278 | 3,406 | 2,365 | 757 |
| School administration | 265 | 1,178 | 1,752 | 1,238 | 308 |
| General administration | 68 | 1,660 | 2,112 | 1,239 | 644 |
| Food services | - | 361 | 437 | 473 | 247 |
| Scholarships and programs | - | 562 | 539 | 318 | 79 |
| Facilities acquisition and construction | 74 | - | - | - | - |
| Interest expense | 137 | 995 | 1,391 | 882 | 400 |
| Depreciation - unallocated * | - | - | - | - | - |
| **Total expenses** | 1,511 | 14,162 | 18,945 | 10,996 | 5,184 |
| **PROGRAM REVENUES:** | | | | | |
| Charges for services | - | 569 | 688 | 233 | 0 |
| Operating grants and contributions | 153 | 1,757 | 1,863 | 1,460 | 971 |
| Capital grants and contributions | 76 | 1,113 | 1,388 | 699 | 440 |
| **Total program revenues** | 230 | 3,439 | 3,939 | 2,392 | 1,411 |
| **Net program expense** | (1,281) | (10,723) | (15,006) | (8,604) | (3,773) |
| **GENERAL REVENUES:** | | | | | |
| Grants and contributions not restricted to specific programs | - | 11,425 | 14,363 | - | 4,408 |
| Other federal sources | - | - | - | 7,324 | - |
| Other state sources | 1,002 | - | - | - | - |
| Other local sources | 390 | 242 | 245 | 99 | 96 |
| Unrestricted investment earnings | - | - | - | - | - |
| **Total general revenues** | 1,392 | 11,668 | 14,608 | 7,423 | 4,504 |
| **Change in net position** | 111 | 945 | (398) | (1,181) | 731 |
| **Total net position, beginning of year** | 289 | 4,125 | 2,024 | 2,145 | 1,946 |
| **Restatement adjustment to beginning net position** | - | - | - | - | - |
| **Total net position (deficit), beginning of year, as restated** | 289 | 4,125 | 2,024 | 2,145 | 1,946 |
| **Total net position (deficit), end of year** | $ 399 | $ 5,069 | $ 1,626 | $ 963 | $ 2,676 |

* This amount excludes the depreciation that is included in the direct expenses of the various programs.

| Renaissance Charter School Of Plantation | Renaissance Charter School At University | Rise Academy School of Sciencie & Technology | Somerset Academy Charter High | Somerset Arts Conservatory | Somerset Academy Davie Charter |
|---|---|---|---|---|---|
| $ 5,267 | $ 8,388 | $ 2,024 | $ 7,792 | $ 2,045 | $ 691 |
| 942 | 655 | 1 | 799 | 169 | 10 |
| 350 | - | 3 | 321 | 90 | - |
| 2,121 | 2,612 | 1,006 | 4,484 | 1,131 | 501 |
| 1,221 | 2,093 | 581 | 1,433 | 439 | 436 |
| 11 | 497 | 39 | 590 | 159 | 73 |
| 703 | 568 | 363 | 404 | 113 | 73 |
| 200 | 601 | - | - | - | - |
| - | - | - | 63 | - | - |
| 1,601 | 2,157 | 34 | 879 | 246 | 40 |
| - | - | 359 | - | - | - |
| 12,415 | 17,571 | 4,410 | 16,765 | 4,391 | 1,823 |
| | | | | | |
| 130 | 442 | - | 141 | 39 | 31 |
| 1,598 | 1,666 | 386 | 776 | 240 | 191 |
| 859 | 1,321 | 208 | 1,323 | 362 | 137 |
| 2,587 | 3,429 | 594 | 2,239 | 641 | 360 |
| (9,828) | (14,143) | (3,816) | (14,526) | (3,750) | (1,463) |
| | | | | | |
| 8,823 | 13,656 | 3,999 | 15,478 | 4,354 | 1,454 |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| 105 | 185 | - | - | - | - |
| - | - | - | 228 | 135 | 57 |
| 8,928 | 13,841 | 3,999 | 15,706 | 4,489 | 1,511 |
| (900) | (302) | 182 | 1,180 | 738 | 48 |
| 1,758 | 5,176 | 668 | 9,193 | 4,118 | 1,565 |
| - | - | - | - | - | - |
| 1,758 | 5,176 | 668 | 9,193 | 4,118 | 1,565 |
| $ 857 | $ 4,874 | $ 849 | $ 10,373 | $ 4,856 | $ 1,612 |

**COMBINING STATEMENT OF ACTIVITIES**
**COMPONENT UNITS**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | Somerset Academy East Preparatory | Somerset Academy Elem | Somerset Academy Elem South Campus | Somerset Academy Key HS | Somerset Academy Key MS |
|---|---|---|---|---|---|
| **EXPENSES:** | | | | | |
| Instructional services | $ 995 | $ 3,122 | $ 1,942 | $ 1,538 | $ 2,233 |
| Instructional support services | 8 | 133 | 43 | 76 | 83 |
| Student transportation services | - | - | 25 | - | - |
| Operation and maintenance of plant | 656 | 1,768 | 1,073 | 794 | 870 |
| School administration | 510 | 650 | 401 | 564 | 675 |
| General administration | 123 | 261 | 556 | 137 | 259 |
| Food services | 142 | 287 | 153 | 105 | 121 |
| Scholarships and programs | - | - | - | - | - |
| Facilities acquisition and construction | - | 7 | - | - | - |
| Interest expense | 8 | 408 | 210 | 23 | 21 |
| Depreciation - unallocated * | - | - | - | - | - |
| **Total expenses** | 2,442 | 6,635 | 4,403 | 3,237 | 4,263 |
| **PROGRAM REVENUES:** | | | | | |
| Charges for services | 25 | 118 | 875 | 9 | 118 |
| Operating grants and contributions | 401 | 459 | 269 | 429 | 572 |
| Capital grants and contributions | 154 | 589 | 318 | 275 | 340 |
| **Total program revenues** | 580 | 1,167 | 1,462 | 714 | 1,030 |
| **Net program expense** | (1,862) | (5,468) | (2,940) | (2,523) | (3,233) |
| **GENERAL REVENUES:** | | | | | |
| Grants and contributions not restricted to specific programs | 1,641 | 6,308 | 3,386 | - | 3,491 |
| Other federal sources | - | - | - | - | - |
| Other state sources | - | - | - | 2,725 | - |
| Other local sources | - | - | - | 6 | 1 |
| Unrestricted investment earnings | 70 | 242 | 188 | 55 | 62 |
| **Total general revenues** | 1,711 | 6,551 | 3,574 | 2,786 | 3,554 |
| **Change in net position** | (151) | 1,082 | 633 | 262 | 322 |
| **Total net position, beginning of year** | 2,561 | 6,345 | 457 | 1,241 | 2,041 |
| **Restatement adjustment to beginning net position** | - | - | - | - | - |
| **Total net position (deficit), beginning of year, as restated** | 2,561 | 6,345 | 457 | 1,241 | 2,041 |
| **Total net position (deficit), end of year** | $ 2,410 | $ 7,427 | $ 1,090 | $ 1,503 | $ 2,363 |

* This amount excludes the depreciation that is included in the direct expenses of the various programs.

| Somerset Academy Middle | Somerset Academy Miramar | Somerset Academy Charter High Miramar | Somerset Academy Miramar Middle | Somerset Academy Neighborhood | Somerset Prep Acad Charter MS at N Laud |
|---|---|---|---|---|---|
| $ 4,665 | $ 2,949 | $ 1,626 | $ 2,127 | $ 2,904 | $ 4,526 |
| 405 | 101 | 51 | 89 | 67 | 229 |
| 231 | - | - | - | - | 56 |
| 3,456 | 1,619 | 710 | 1,004 | 1,213 | 1,835 |
| 1,049 | 748 | 569 | 585 | 733 | 1,329 |
| 2,140 | 642 | 458 | 183 | 194 | 380 |
| 307 | 209 | 147 | 166 | 229 | 461 |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| 633 | 399 | 14 | 314 | 25 | 144 |
| - | - | - | - | - | - |
| 12,886 | 6,668 | 3,575 | 4,467 | 5,365 | 8,961 |
| | | | | | |
| 2,022 | 663 | 280 | 49 | 122 | 103 |
| 683 | 1,073 | 139 | 647 | 926 | 1,492 |
| 966 | 475 | 324 | 374 | 436 | 650 |
| 3,670 | 2,212 | 743 | 1,070 | 1,484 | 2,245 |
| (9,216) | (4,456) | (2,832) | (3,397) | (3,882) | (6,716) |
| | | | | | |
| 9,843 | - | 2,888 | - | - | - |
| - | - | - | - | - | - |
| - | 5,157 | - | 3,746 | 4,489 | 6,773 |
| - | - | - | - | 23 | - |
| 148 | 24 | 65 | 57 | 130 | 150 |
| 9,992 | 5,181 | 2,952 | 3,803 | 4,642 | 6,923 |
| 775 | 725 | 121 | 407 | 760 | 207 |
| 5,482 | 6,930 | 356 | 2,597 | 3,571 | 6,388 |
| - | - | - | - | - | - |
| 5,482 | 6,930 | 356 | 2,597 | 3,571 | 6,388 |
| $ 6,257 | $ 7,655 | $ 476 | $ 3,003 | $ 4,331 | $ 6,595 |

**COMBINING STATEMENT OF ACTIVITIES**
**COMPONENT UNITS**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | Somerset Academy Pompano | Somerset Academy Riverside | Somerset Academy Riverside Charter MS | Somerset Miramar South | Somerset Parkland Academy |
|---|---|---|---|---|---|
| **EXPENSES:** | | | | | |
| Instructional services | $ 847 | $ 2,283 | $ 1,879 | $ 1,033 | $ 5,270 |
| Instructional support services | 7 | 101 | 61 | 34 | 172 |
| Student transportation services | - | - | - | - | - |
| Operation and maintenance of plant | 402 | 1,162 | 864 | 721 | 2,598 |
| School administration | 283 | 818 | 636 | 339 | 1,221 |
| General administration | 85 | 346 | 121 | 84 | 838 |
| Food services | 102 | 211 | 148 | 87 | 360 |
| Scholarships and programs | - | - | - | - | - |
| Facilities acquisition and construction | - | - | - | - | - |
| Interest expense | 2 | - | 137 | - | 838 |
| Depreciation - unallocated * | - | 770 | - | - | - |
| **Total expenses** | 1,729 | 5,690 | 3,847 | 2,299 | 11,297 |
| **PROGRAM REVENUES:** | | | | | |
| Charges for services | 24 | 352 | 22 | 26 | 603 |
| Operating grants and contributions | 266 | 854 | 311 | 275 | 489 |
| Capital grants and contributions | 141 | 391 | 281 | 196 | 907 |
| **Total program revenues** | 431 | 1,598 | 614 | 496 | 1,999 |
| **Net program expense** | (1,298) | (4,092) | (3,233) | (1,803) | (9,298) |
| **GENERAL REVENUES:** | | | | | |
| Grants and contributions not restricted to specific programs | - | 4,196 | - | 2,074 | 9,603 |
| Other federal sources | - | - | - | - | - |
| Other state sources | 1,567 | - | 2,827 | - | - |
| Other local sources | - | - | 450 | - | - |
| Unrestricted investment earnings | 35 | 24 | 25 | 128 | 94 |
| **Total general revenues** | 1,602 | 4,220 | 3,302 | 2,203 | 9,698 |
| **Change in net position** | 304 | 127 | 70 | 400 | 399 |
| **Total net position, beginning of year** | 961 | 230 | (0) | 5,211 | 933 |
| **Restatement adjustment to beginning net position** | - | - | - | - | - |
| **Total net position (deficit), beginning of year, as restated** | 961 | 230 | (0) | 5,211 | 933 |
| **Total net position (deficit), end of year** | $ 1,265 | $ 357 | $ 69 | $ 5,611 | $ 1,332 |

* This amount excludes the depreciation that is included in the direct expenses of the various programs.

| Somerset Pines Academy | Somerset Prep Acad Charter HS at N Laud | Somerset Preparatory Charter Middle School | Somerset Village Academy | Somerset Academy Village Middle School | South Broward Montessori |
|---|---|---|---|---|---|
| $ 3,075 | $ 1,718 | $ 2,037 | $ 1,513 | $ 931 | $ 1,065 |
| 156 | 120 | 47 | 14 | 7 | 7 |
| - | 12 | - | - | - | - |
| 1,317 | 786 | 964 | 571 | 320 | 605 |
| 693 | 754 | 554 | 360 | 248 | 414 |
| 217 | 136 | 145 | 173 | 60 | 37 |
| 259 | 223 | 163 | 221 | 135 | 89 |
| - | - | - | - | - | - |
| - | - | - | - | - | - |
| 12 | 71 | 19 | 6 | 4 | 86 |
| - | - | - | - | - | - |
| 5,730 | 3,821 | 3,928 | 2,858 | 1,706 | 2,302 |
| | | | | | |
| 87 | 1 | 7 | 66 | - | 15 |
| 884 | 383 | 293 | 388 | 309 | 167 |
| 432 | 318 | 362 | 233 | 149 | 208 |
| 1,404 | 701 | 662 | 687 | 458 | 390 |
| (4,326) | (3,119) | (3,267) | (2,171) | (1,248) | (1,913) |
| | | | | | |
| - | - | - | 2,478 | 1,524 | 2,071 |
| - | - | - | - | - | - |
| 4,423 | 3,159 | 3,307 | - | - | - |
| - | - | 24 | - | - | 70 |
| 98 | 91 | 51 | 70 | 60 | - |
| 4,521 | 3,250 | 3,383 | 2,548 | 1,584 | 2,142 |
| 194 | 130 | 116 | 377 | 335 | 229 |
| 3,530 | 2,431 | 1,798 | 2,588 | 1,269 | 354 |
| - | - | - | - | - | - |
| 3,530 | 2,431 | 1,798 | 2,588 | 1,269 | 354 |
| $ 3,723 | $ 2,561 | $ 1,913 | $ 2,964 | $ 1,604 | $ 582 |

**COMBINING STATEMENT OF ACTIVITIES**
**COMPONENT UNITS**
**FOR THE FISCAL YEAR ENDED JUNE 30, 2025**
**(in thousands)**

| | Summit Academy | Suned High Of South Broward | SunEd High School Of N Broward | SunFire High School | Sandra Marie Curtis High School |
|---|---|---|---|---|---|
| **EXPENSES:** | | | | | |
| Instructional services | $ 2,331 | $ 1,035 | $ 992 | $ 904 | $ 1,450 |
| Instructional support services | 94 | 206 | 216 | 56 | 578 |
| Student transportation services | - | 45 | 75 | 68 | 58 |
| Operation and maintenance of plant | 901 | 484 | 617 | 611 | 1,348 |
| School administration | 606 | 1,053 | 1,573 | 1,435 | 539 |
| General administration | 833 | 101 | 102 | 79 | 839 |
| Food services | 102 | - | - | 141 | 59 |
| Scholarships and programs | - | - | - | - | - |
| Facilities acquisition and construction | - | 51 | - | - | - |
| Interest expense | 786 | 71 | 32 | 106 | 34 |
| Depreciation - unallocated * | - | - | - | - | - |
| **Total expenses** | 5,655 | 3,045 | 3,607 | 3,399 | 4,904 |
| **PROGRAM REVENUES:** | | | | | |
| Charges for services | 237 | - | - | 298 | - |
| Operating grants and contributions | 713 | 55 | 68 | - | 110 |
| Capital grants and contributions | 240 | 229 | 218 | 106 | 351 |
| **Total program revenues** | 1,191 | 284 | 285 | 404 | 460 |
| **Net program expense** | (4,464) | (2,762) | (3,322) | (2,995) | (4,443) |
| **GENERAL REVENUES:** | | | | | |
| Grants and contributions not restricted to specific programs | 4,123 | - | - | - | - |
| Other federal sources | - | 239 | 566 | - | - |
| Other state sources | - | 3,916 | 3,866 | 4,542 | 3,269 |
| Other local sources | 212 | 105 | 147 | - | 775 |
| Unrestricted investment earnings | 72 | - | - | 84 | - |
| **Total general revenues** | 4,406 | 4,259 | 4,580 | 4,626 | 4,044 |
| **Change in net position** | (58) | 1,498 | 1,258 | 1,631 | (399) |
| **Total net position, beginning of year** | 60 | 1,688 | 2,798 | 1,787 | 3,367 |
| **Restatement adjustment to beginning net position** | - | - | - | - | - |
| **Total net position (deficit), beginning of year, as restated** | 60 | 1,688 | 2,798 | 1,787 | 3,367 |
| **Total net position (deficit), end of year** | $ 2 | $ 3,186 | $ 4,055 | $ 3,417 | $ 2,968 |

* This amount excludes the depreciation that is included in the direct expenses of the various programs.

| Sunshine Elementary | West Broward Academy | Broward Education Foundation | Total Non-Major Component Units |
|---|---|---|---|
| $ 1,129 | $ 3,670 | $ - | $ 234,898 |
| 80 | 382 | - | 18,927 |
| - | 247 | - | 6,132 |
| 332 | 1 | - | 105,393 |
| 491 | 621 | - | 64,767 |
| 104 | 418 | 498 | 27,289 |
| 175 | 317 | - | 20,329 |
| - | 187 | 6,363 | 10,978 |
| 166 | 1,358 | - | 3,651 |
| 465 | 1,020 | 29 | 34,640 |
| - | 431 | - | 3,651 |
| 2,942 | 8,651 | 6,890 | 530,656 |
| | | | |
| - | 94 | 108 | 13,811 |
| 359 | 358 | 5,547 | 63,088 |
| 138 | 690 | - | 34,804 |
| 497 | 1,142 | 5,655 | 111,702 |
| (2,445) | (7,509) | (1,235) | (418,954) |
| | | | |
| - | - | - | 274,807 |
| - | 53 | - | 12,715 |
| 1,917 | 6,188 | - | 128,797 |
| 816 | 1,652 | - | 25,577 |
| 168 | - | 293 | 6,121 |
| 2,901 | 7,893 | 293 | 448,017 |
| 455 | 384 | (942) | 29,063 |
| (490) | 1,835 | 10,166 | 149,024 |
| - | - | - | $ - |
| (490) | 1,835 | 10,166 | $ 149,024 |
| $ (34) | $ 2,219 | $ 9,225 | $ 178,088 |

# Broward County Public Schools



***Educating Today's Students***
***To Succeed in Tomorrow's World***

**Broward County Public Schools**

# Statistical Section

# Broward County Public Schools



***Educating Today's Students***
***To Succeed in Tomorrow's World***

# Statistical Tables

This section of the School Board of Broward County's Annual Comprehensive Financial Report (ACFR) is the chief source of information regarding the School Board's economic condition. It presents detailed information for understanding what the information in the financial statements, note disclosures and required supplemental information says about the School Board's overall financial position. All of the information presented in the statistical section is organized around five specific objectives.

**Financial Trends (Table 1 – 4)**
These schedules contain trend information to assist the reader in understanding how the School Board's financial position has changed over time.

**Revenue Capacity (Table 5 – 10)**
These schedules contain information to assist the reader in understanding and assessing the School Board's major revenue sources.

**Debt Capacity (Table 11 – 15)**
These schedules present information to assist the reader in understanding the School Board's current levels of outstanding debt and its ability to issue additional debt in the future.

**Demographic & Economic Information (Table 16 - 19)**
These schedules offer demographic and economic indicators to assist the reader in understanding the environment in which the School Board's financial activities take place.

**Operating Information (Table 20 – 23)**
These schedules contain service and infrastructure data to assist the reader in understanding how the information in the School Board's financial report relates to the service the School Board provides and the activities it performs.

**TABLE 1 - NET POSITION BY COMPONENT**
**LAST TEN FISCAL YEARS (accrual basis of accounting)**
**(dollars in thousands)**

| | 2016 | 2017 | 2018 [1] | 2019 |
|---|---|---|---|---|
| **PRIMARY GOVERNMENT:** | | | | |
| **NET POSITION:** | | | | |
| Net investment in capital assets | $ 1,269,067 | $ 1,184,034 | $ 1,139,984 | $ 1,243,304 |
| Restricted for: | | | | |
| State required carryover programs | 15,901 | 21,633 | 8,491 | 9,512 |
| Debt service | 4,547 | 10,027 | 7,816 | 15,258 |
| Capital projects | 140,887 | 198,345 | 254,952 | 224,229 |
| Scholarships and other purposes | 53,653 | 53,772 | 54,071 | 47,300 |
| Unrestricted (deficits) | (895,450) | (993,193) | (985,493) | (1,158,220) |
| Net position | 588,605 | 474,618 | 479,821 | 381,383 |
| Adjustments to net position | - | - | (93,768) | - |
| Total net position | $ 588,605 | $ 474,618 | $ 386,053 | $ 381,383 |

**[1] Decrease resulted from the implementation of GASB Statement No. 75**
**[2] Increase resulted from the implementation of GASB Statement No. 84**

**SOURCE: The School Board of Broward County - Accounting & Financial Reporting Department**

| 2020 | 2021 [2] | 2022 | 2023 | 2024 | 2025 |
|---|---|---|---|---|---|
| $ 1,265,239 | $ 1,308,120 | $ 1,246,104 | $ 1,346,856 | $ 1,509,760 | $ 1,667,991 |
| 10,989 | 13,417 | 15,541 | 18,281 | 16,602 | 3,933 |
| 15,969 | 63,059 | 71,400 | 78,018 | 42,156 | 146,706 |
| 260,236 | 270,925 | 337,437 | 434,713 | 494,306 | 452,159 |
| 38,732 | 42,991 | 60,378 | 66,599 | 54,541 | 37,927 |
| (1,301,125) | (1,462,621) | (1,246,422) | (1,307,389) | (1,643,807) | (1,664,923) |
| 290,040 | 235,891 | 484,438 | 637,078 | 473,558 | 643,793 |
| - | 574 | - | - | - | - |
| $ 290,040 | $ 236,465 | $ 484,438 | $ 637,078 | $ 473,558 | $ 643,793 |

**(UNAUDITED)**

**TABLE 2 - CHANGES IN NET POSITION**
**LAST TEN FISCAL YEARS (accrual basis of accounting)**
**(dollars in thousands)**

| | 2016 | 2017 | 2018 | 2019 |
|---|---|---|---|---|
| **PRIMARY GOVERNMENT:** | | | | |
| **PROGRAM EXPENSES:** | | | | |
| Instructional services | $ 1,573,265 | $ 1,658,219 | $ 1,743,765 | $ 1,776,465 |
| Instructional support services | 242,100 | 263,323 | 288,027 | 296,868 |
| Student transportation services | 82,507 | 90,201 | 98,958 | 98,157 |
| Operation and maintenance of plant | 242,762 | 248,433 | 256,761 | 272,416 |
| School administration | 131,931 | 142,920 | 150,580 | 154,077 |
| General administration | 82,943 | 90,709 | 100,525 | 98,461 |
| Food services | 105,719 | 113,167 | 112,512 | 116,401 |
| Interest expense | 114,369 | 74,749 | 66,900 | 67,863 |
| Facilities acquisition and construction | 70,698 | 77,203 | 71,049 | 43,417 |
| Depreciation - unallocated[(1)] | - | - | - | - |
| Total expenses | 2,646,294 | 2,758,924 | 2,889,077 | 2,924,125 |
| **PROGRAM REVENUES:** | | | | |
| Charges for services | | | | |
| Instructional services | 29,258 | 31,327 | 32,196 | 35,480 |
| Instructional support services | | | | |
| Student transportation services | 1,109 | 1,332 | 1,378 | 1,148 |
| Operation and maintenance of plant | | | | |
| School administration | | | | |
| General administration | | | | |
| Food services | 16,062 | 15,261 | 12,076 | 15,723 |
| Facilities acquisition and construction | | | | |
| Interest expense | | | | |
| Total charges for services | 46,429 | 47,920 | 45,650 | 52,351 |
| Operating grants and contributions | 671,496 | 688,271 | 722,161 | 728,054 |
| Capital grants and contributions | 26,391 | 31,600 | 24,889 | 51,027 |
| Total program revenues | 744,316 | 767,791 | 792,700 | 831,432 |
| Total net program (expense) revenue | $ (1,901,978) | $ (1,991,133) | $ (2,096,377) | $ (2,092,693) |
| **GENERAL REVENUES:** | | | | |
| Ad valorem taxes levied for: | | | | |
| General purposes | $ 901,439 | $ 916,007 | $ 918,653 | $ 936,365 |
| Debt service | 11,220 | 12,061 | 12,080 | 25,068 |
| Capital outlays | 237,117 | 257,477 | 277,021 | 294,134 |
| Grants and contributions not restricted to specific programs: | | | | |
| Florida education finance program | 655,072 | 688,328 | 703,547 | 710,182 |
| Other federal sources | 17,161 | 22,189 | 23,947 | 29,235 |
| Other state sources | 2,041 | 7,856 | 2,096 | 3,944 |
| Other local sources | 75,556 | 60,869 | 70,571 | 68,522 |
| Other revenues and sources of funds | | | | |
| Unrestricted investment earnings (losses) | 3,829 | 6,127 | 10,272 | 20,573 |
| Total general revenues | 1,903,435 | 1,970,914 | 2,018,187 | 2,088,023 |
| Change in net postion before Extraordinary/Special Items | 1,457 | (20,219) | (78,190) | (4,670) |
| Extraordinary Items | - | - | (10,375) | - |
| Special Items | | | | |
| Change in net position | $ 1,457 | $ (20,219) | $ (88,565) | $ (4,670) |

**SOURCE: The School Board of Broward County - Accounting & Financial Reporting Department**

| 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|---|---|---|---|---|
| $ 1,887,766 | $ 1,880,381 | $ 1,825,932 | $ 2,002,707 | $ 2,318,951 | $ 2,129,460 |
| 319,624 | 350,322 | 340,676 | 355,361 | 429,848 | 398,054 |
| 107,446 | 90,898 | 96,909 | 109,429 | 126,523 | 115,979 |
| 284,671 | 303,062 | 289,632 | 338,055 | 366,999 | 391,811 |
| 166,039 | 160,596 | 151,307 | 162,849 | 189,602 | 166,338 |
| 111,480 | 135,442 | 158,627 | 146,752 | 170,942 | 159,992 |
| 105,671 | 86,446 | 103,980 | 117,415 | 137,567 | 133,923 |
| 112,436 | 56,935 | 58,561 | 58,519 | 53,843 | 77,425 |
| 37,260 | 48,294 | 72,380 | 36,107 | 83,698 | 54,668 |
| - | - | - | - | - | - |
| 3,132,393 | 3,112,376 | 3,098,004 | 3,327,194 | 3,877,973 | 3,627,650 |
| 28,685 | 13,242 | 25,943 | 29,271 | 32,862 | 32,939 |
| 1,338 | 180 | 1,309 | 1,884 | 1,574 | 2,034 |
| 11,642 | 553 | 2,069 | 7,884 | 3,879 | 3,718 |
| 41,665 | 13,975 | 29,321 | 39,039 | 38,315 | 38,691 |
| 682,503 | 677,643 | 690,302 | 697,566 | 698,546 | 718,586 |
| 53,091 | 41,933 | 52,467 | 54,015 | 41,955 | 46,568 |
| 777,259 | 733,551 | 772,090 | 790,620 | 778,816 | 803,845 |
| $ (2,355,134) | $ (2,378,825) | $ (2,325,914) | $ (2,536,574) | $ (3,099,157) | $ (2,823,805) |
| $ 1,062,139 | $ 1,065,979 | $ 1,094,137 | $ 1,138,748 | $ 1,427,350 | $ 1,506,026 |
| 21,576 | 19,786 | 32,702 | 47,928 | 54,938 | 48,365 |
| 310,280 | 325,360 | 340,634 | 383,775 | 434,662 | 469,544 |
| 741,322 | 775,209 | 707,104 | 755,355 | 741,152 | 728,970 |
| 28,245 | 85,294 | 314,103 | 283,676 | 229,523 | 138,181 |
| 2,037 | 2,210 | 1,970 | 5,636 | 7,357 | 4,242 |
| 69,206 | 45,793 | 92,844 | 42,339 | 44,908 | 38,338 |
| | | | | 5,433 | (15,537) |
| 28,986 | 5,045 | (9,607) | 31,757 | 66,587 | 75,911 |
| 2,263,791 | 2,324,676 | 2,573,887 | 2,689,214 | 3,011,910 | 2,994,040 |
| (91,343) | (54,149) | 247,973 | 152,640 | (87,247) | 170,235 |
| - | - | - | - | - | - |
| | | | | (76,273) | |
| $ (91,343) | $ (54,149) | $ 247,973 | $ 152,640 | $ (163,520) | $ 170,235 |

**(UNAUDITED)**

**TABLE 3 - FUND BALANCES OF GOVERNMENTAL FUNDS**
**LAST TEN FISCAL YEARS (modified accrual basis of accounting)**
**(dollars in thousands)**

| | 2016 [1] | 2017 [1] | 2018 [1] | 2019 [1] |
|---|---|---|---|---|
| **GENERAL FUND:** | | | | |
| Nonspendable | $ 20,959 | $ 21,540 | $ 20,049 | $ 21,099 |
| Restricted | 15,901 | 21,633 | 8,491 | 9,512 |
| Committed | 54,327 | 54,327 | 54,323 | 54,327 |
| Assigned | 27,429 | 31,312 | 20,334 | 19,116 |
| Unassigned | 60,565 | 61,213 | 57,372 | 57,143 |
| Total General Fund | $ 179,181 | $ 190,025 | $ 160,569 | $ 161,197 |
| Total Change in General Fund Balance | $ 17,749 | $ 10,844 | $ (29,456) | $ 628 |
| **ALL OTHER GOVERNMENTAL FUNDS:** [1] | | | | |
| Nonspendable | $ 3,544 | $ 3,517 | $ 3,108 | $ 3,259 |
| Restricted | 390,260 | 388,739 | 362,346 | 543,559 |
| Committed | - | - | - | - |
| Assigned | 4,050 | 4,513 | 4,838 | - |
| Unassigned | - | - | - | - |
| Total All Other Governmental Funds | $ 397,854 | $ 396,769 | $ 370,292 | $ 546,818 |
| Change in Other Gov't Funds Balance | (51,274) | (1,085) | (26,477) | 176,526 |
| Adjustments to fund balances | - | - | - | - |
| Total Change in Other Gov't Funds Balance | $ (51,274) | $ (1,085) | $ (26,477) | $ 176,526 |

(1) **The fund balances from the prior fiscal years were updated for comparison purposes.**
(2) **Increase resulted from the implementation of GASB Statement No. 84.**

**SOURCE: The School Board of Broward County - Accounting & Financial Reporting Department**

| 2020 [1] | 2021 [2] | 2022 | 2023 | 2024 | 2025 |
|---|---|---|---|---|---|
| $ 23,822 | $ 25,450 | $ 27,838 | $ 32,392 | $ 33,211 | $ 33,001 |
| 10,989 | 13,417 | 15,541 | 18,281 | 16,602 | 3,933 |
| 54,327 | 54,327 | 54,327 | 54,327 | 54,327 | 54,327 |
| 44,120 | 61,719 | 77,868 | 56,074 | 67,055 | 60,555 |
| 64,055 | 46,337 | 42,574 | 29,838 | 27,855 | 54,142 |
| $ 197,313 | $ 201,250 | $ 218,148 | $ 190,912 | $ 199,050 | $ 205,958 |
| $ 36,116 | $ 3,937 | $ 16,898 | $ (27,236) | $ 8,138 | $ 6,908 |
| $ 4,431 | $ 3,125 | $ 6,034 | $ 5,425 | $ 4,333 | $ 3,806 |
| 684,291 | 793,293 | 1,118,666 | 1,009,661 | 777,905 | 590,779 |
| - | - | - | - | - | |
| - | - | 784 | 673 | 650 | 719 |
| - | - | - | - | - | |
| $ 688,722 | $ 796,418 | $ 1,125,484 | $ 1,015,759 | $ 782,888 | $ 595,304 |
| 141,904 | 107,122 | 329,066 | (109,725) | (232,871) | (187,584) |
| - | 574 | - | - | - | - |
| $ 141,904 | $ 107,696 | $ 329,066 | $ (109,725) | $ (232,871) | $ (187,584) |

**(UNAUDITED)**

**TABLE 4 - GENERAL GOVERNMENT SUMMARY OF REVENUES BY SOURCE AND EXPENDITURES BY FUNCTION [1] (modified accrual basis of accounting)**
**LAST TEN FISCAL YEARS**
**(dollars in thousands)**

| | 2016 [1] | 2017 [1] | 2018 [1] | 2019 [1] |
|---|---|---|---|---|
| **REVENUES:** | | | | |
| **Local sources:** | | | | |
| Ad valorem taxes | $ 1,149,776 | $ 1,185,545 | $ 1,207,754 | $ 1,255,567 |
| Food sales | 16,062 | 15,261 | 12,076 | 15,723 |
| Interest income | 3,829 | 6,126 | 10,272 | 20,570 |
| Other | 94,784 | 99,212 | 104,001 | 115,104 |
| Total local sources | 1,264,451 | 1,306,144 | 1,334,103 | 1,406,964 |
| **State sources:** | | | | |
| Florida education finance program | 655,072 | 688,328 | 703,547 | 710,182 |
| Public education capital outlay | 4,845 | 7,188 | 4,808 | 4,826 |
| Discretionary lottery funds | - | 4,698 | 497 | 953 |
| Categorical programs and other | 417,043 | 424,366 | 436,410 | 460,464 |
| Total state sources | 1,076,960 | 1,124,580 | 1,145,262 | 1,176,425 |
| **Federal sources:** | | | | |
| Food service | 83,126 | 84,995 | 88,826 | 87,255 |
| Grants and other | 205,523 | 223,017 | 237,860 | 253,940 |
| Total federal sources | 288,649 | 308,012 | 326,686 | 341,195 |
| **Total revenues** | 2,630,060 | 2,738,736 | 2,806,051 | 2,924,584 |
| **EXPENDITURES:** | | | | |
| **Current operating:** | | | | |
| Instructional services | 1,497,067 | 1,553,343 | 1,617,397 | 1,646,141 |
| Instructional support services | 231,260 | 249,180 | 268,451 | 275,876 |
| Student transportation services | 80,659 | 87,398 | 92,795 | 94,215 |
| Operation and maintenance of plant | 237,729 | 239,925 | 245,051 | 261,272 |
| School administration | 130,282 | 137,352 | 142,207 | 145,121 |
| General administration | 88,544 | 95,728 | 106,555 | 102,698 |
| Food services | 106,512 | 112,849 | 111,599 | 115,754 |
| Total current operating | 2,372,053 | 2,475,775 | 2,584,055 | 2,641,077 |
| **Debt service:** | | | | |
| Principal retirement | 88,184 | 85,329 | 81,800 | 97,570 |
| Interest charges | 83,780 | 82,372 | 79,599 | 82,090 |
| Total debt service | 171,964 | 167,701 | 161,399 | 179,660 |
| **Capital outlay:** | | | | |
| Facilities acquisition & construction-non capitalized | 70,758 | 74,540 | 59,202 | 27,913 |
| Facilities acquisition & construction-capitalized | 50,134 | 44,342 | 90,043 | 123,592 |
| Total capital outlay | 120,892 | 118,882 | 149,245 | 151,505 |
| **Total expenditures** | 2,664,909 | 2,762,358 | 2,894,699 | 2,972,242 |
| **Excess of revenues over (under) expenditures** | (34,849) | (23,622) | (88,648) | (47,658) |
| **OTHER FINANCING SOURCES (USES):** | | | | |
| Proceeds of bonds sold | - | - | - | 174,750 |
| Premium on refunding bonds | - | - | - | 678 |
| Proceeds of refunding bonds issued | - | 42,930 | 207,530 | - |
| Proceeds of certificates of participation | 282,145 | - | - | - |
| Proceeds of refunding certificates of participation | - | - | - | - |
| Premium (discount) on long-term debt issued | 36,978 | 512 | 36,075 | 26,564 |
| Equipment finance/lease agreements | - | 28,777 | 22,855 | 19,967 |
| Proceeds from sale of capital assets | 3,310 | 627 | 12,450 | 2,853 |
| Proceeds of loss recovery | - | - | - | - |
| Payments to refunded bond escrow agents | (321,109) | (39,465) | (246,195) | - |
| Transfers in | 243,229 | 240,505 | 249,720 | 294,635 |
| Transfers out | (243,229) | (240,505) | (249,720) | (294,635) |
| **Total other financing sources (uses)** | 1,324 | 33,381 | 32,715 | 224,812 |
| **Net change in fund balances** | $ (33,525) | $ 9,759 | $ (55,933) | $ 177,154 |
| **Debt service as a percentage of noncapital expenditures** | 6.58% | 6.17% | 5.75% | 6.31% |

[1] **The principal retirement from the prior fiscal years were updated for comparison purposes.**

**SOURCE: The School Board of Broward County - Accounting & Financial Reporting Department**

| 2020 [1] | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|---|---|---|---|---|
| $ 1,393,995 | $ 1,411,125 | $ 1,467,473 | $ 1,570,451 | $ 1,916,950 | $ 2,023,935 |
| 11,642 | 553 | 2,069 | 7,884 | 3,880 | 3,718 |
| 28,986 | 5,045 | (9,607) | 31,758 | 66,583 | 75,901 |
| 98,746 | 76,369 | 110,669 | 101,622 | 107,422 | 87,415 |
| 1,533,369 | 1,493,092 | 1,570,604 | 1,711,715 | 2,094,835 | 2,190,969 |
| 741,322 | 775,209 | 707,104 | 755,353 | 741,151 | 728,970 |
| - | - | - | - | - | - |
| 283 | - | - | - | - | - |
| 455,241 | 432,119 | 400,462 | 438,602 | 405,025 | 411,678 |
| 1,196,846 | 1,207,328 | 1,107,566 | 1,193,955 | 1,146,176 | 1,140,648 |
| 69,613 | 65,311 | 107,702 | 91,404 | 97,566 | 100,485 |
| 237,194 | 303,482 | 538,746 | 508,104 | 469,238 | 392,695 |
| 306,807 | 368,793 | 646,448 | 599,508 | 566,804 | 493,180 |
| 3,037,022 | 3,069,213 | 3,324,618 | 3,505,178 | 3,807,815 | 3,824,797 |
| 1,694,788 | 1,704,104 | 1,804,696 | 1,896,069 | 2,064,303 | 2,061,801 |
| 284,715 | 316,166 | 348,512 | 345,938 | 374,920 | 385,296 |
| 91,550 | 83,598 | 93,576 | 98,865 | 105,209 | 106,461 |
| 264,663 | 284,679 | 294,993 | 329,824 | 333,287 | 388,357 |
| 149,515 | 145,769 | 156,570 | 156,880 | 166,177 | 164,106 |
| 113,313 | 138,598 | 170,948 | 164,932 | 176,750 | 173,132 |
| 101,549 | 81,270 | 104,548 | 116,298 | 127,856 | 132,403 |
| 2,700,093 | 2,754,184 | 2,973,843 | 3,108,806 | 3,348,502 | 3,411,556 |
| 106,300 | 110,324 | 121,982 | 132,374 | 187,188 | 143,130 |
| 120,112 | 89,776 | 91,933 | 110,877 | 107,155 | 100,771 |
| 226,412 | 200,100 | 213,915 | 243,251 | 294,343 | 243,901 |
| 27,285 | 34,709 | 35,437 | 32,719 | 32,006 | 35,673 |
| 229,598 | 282,793 | 280,184 | 290,624 | 375,505 | 358,171 |
| 256,883 | 317,502 | 315,621 | 323,343 | 407,511 | 393,844 |
| 3,183,388 | 3,271,786 | 3,503,379 | 3,675,400 | 4,050,356 | 4,049,301 |
| (146,366) | (202,573) | (178,761) | (170,222) | (242,541) | (224,504) |
| - | 207,465 | 262,730 | - | - | - |
| - | - | - | - | - | - |
| 1,652 | - | - | - | - | 69,455 |
| 372,915 | - | 151,260 | - | - | 207,420 |
| - | - | 65,765 | - | - | - |
| 92,929 | 69,477 | 58,762 | - | - | 17,607 |
| 35,313 | 36,183 | 40,547 | 4,604 | 11,077 | 40,383 |
| 359 | 507 | 20,509 | 4,883 | 767 | 6,172 |
| - | - | - | 23,774 | 5,964 | 1,956 |
| (178,782) | - | (74,869) | - | - | (299,163) |
| 293,556 | 307,026 | 317,003 | 354,958 | 357,379 | 417,552 |
| (293,556) | (307,026) | (316,982) | (354,958) | (357,379) | (417,552) |
| 324,386 | 313,632 | 524,725 | 33,261 | 17,808 | 43,830 |
| $ 178,020 | $ 111,059 | $ 345,964 | $ (136,961) | $ (224,733) | $ (180,676) |
| 7.67% | 6.69% | 6.64% | 7.19% | 8.01% | 6.61% |

**(UNAUDITED)**

**TABLE 5 - ASSESSED VALUE OF TAXABLE PROPERTY**
**LAST TEN FISCAL YEARS**
**(dollars in thousands)**

| FISCAL YEAR | ASSESSED VALUE[1] REAL PROPERTY | ASSESSED VALUE[1] PERSONAL PROPERTY | EXEMPTIONS[2] REAL PROPERTY | EXEMPTIONS[2] PERSONAL PROPERTY | NET ASSESSED TAXABLE PROPERTY VALUE | DIRECT TAX RATE |
|---|---|---|---|---|---|---|
| 2016 | $ 216,055,369 | $ 8,047,509 | $ 58,337,283 | $ 1,082,829 | $ 164,682,766 | 7.2740 |
| 2017 | 234,894,131 | 8,503,953 | 63,484,062 | 1,110,211 | 178,803,811 | 6.9063 |
| 2018 | 252,239,719 | 9,991,198 | 67,697,864 | 1,061,203 | 193,471,850 | 6.5394 |
| 2019 | 268,239,664 | 10,175,940 | 72,044,414 | 1,063,791 | 205,307,399 | 6.4030 |
| 2020 | 283,724,241 | 10,086,594 | 75,599,006 | 1,076,390 | 217,135,439 | 6.7393 |
| 2021 | 294,127,444 | 10,199,667 | 76,566,842 | 1,046,235 | 226,714,034 | 6.5052 |
| 2022 | 309,786,042 | 10,105,735 | 81,574,323 | 1,036,050 | 237,281,404 | 6.4621 |
| 2023 | 362,364,002 | 10,620,292 | 104,296,953 | 1,141,485 | 267,545,856 | 6.1383 |
| 2024 | 422,074,877 | 12,049,193 | 130,618,403 | 1,147,241 | 302,358,426 | 6.6156 |
| 2025 | 458,145,715 | 12,290,929 | 142,097,981 | 1,139,929 | 327,198,734 | 6.4660 |

**(1) The basis of assessed value is approximately 100% of actual value.**

**(2) Exemptions allowed by Florida Statutes, Chapter 196**

**SOURCE: Broward County Property Appraiser**

**(UNAUDITED)**

**TABLE 6 - PROPERTY TAX RATES AND LEVIES - DIRECT AND OVERLAPPING GOVERNMENTS**
**LAST TEN FISCAL YEARS**
**(dollars in thousands)**

| FISCAL YEAR | THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA | | | | BROWARD COUNTY COMMISSION | SPECIAL TAXING DISTRICTS[1] | TOTAL |
|---|---|---|---|---|---|---|---|
| | GENERAL FUND | CAPITAL PROJECTS | DEBT SERVICE | TOTAL | | | |
| **Property Tax Rates (per $1,000 of assessed value)** | | | | | | | |
| 2016 | 5.7030 | 1.5000 | 0.0710 | 7.2740 | 5.4740 | 0.3550 | 13.1030 |
| 2017 | 5.3360 | 1.5000 | 0.0703 | 6.9063 | 5.4470 | 0.3310 | 12.6843 |
| 2018 | 4.9740 | 1.5000 | 0.0654 | 6.5394 | 5.4620 | 0.3100 | 12.3114 |
| 2019 | 4.7750 | 1.5000 | 0.1280 | 6.4030 | 5.4790 | 0.2940 | 12.1760 |
| 2020 | 5.1350 | 1.5000 | 0.1043 | 6.7393 | 5.4880 | 0.2800 | 12.5073 |
| 2021 | 4.9140 | 1.5000 | 0.0912 | 6.5052 | 5.4999 | 0.2675 | 12.2726 |
| 2022 | 4.8180 | 1.5000 | 0.1441 | 6.4621 | 5.5134 | 0.2572 | 12.2327 |
| 2023 | 4.4510 | 1.5000 | 0.1873 | 6.1383 | 5.5134 | 0.2301 | 11.8818 |
| 2024 | 4.9260 | 1.5000 | 0.1896 | 6.6156 | 5.5492 | 0.2301 | 12.3949 |
| 2025 | 4.8110 | 1.5000 | 0.1550 | 6.4660 | 5.6389 | 0.2301 | 12.3350 |
| **Property Tax Levies** | | | | | | | |
| 2016 | 939,186 | 247,024 | 11,692 | 1,197,902 | 901,473 | 58,462 | 2,157,837 |
| 2017 | 954,097 | 268,206 | 12,570 | 1,234,873 | 973,944 | 59,184 | 2,268,001 |
| 2018 | 962,329 | 290,208 | 12,653 | 1,265,190 | 1,056,801 | 59,976 | 2,381,967 |
| 2019 | 980,343 | 307,961 | 26,259 | 1,314,563 | 1,124,920 | 60,278 | 2,499,761 |
| 2020 | 1,114,991 | 325,703 | 22,647 | 1,463,341 | 1,191,596 | 60,689 | 2,715,626 |
| 2021 | 1,114,073 | 340,071 | 20,676 | 1,474,820 | 1,246,905 | 60,646 | 2,782,371 |
| 2022 | 1,143,222 | 355,922 | 34,192 | 1,533,336 | 1,308,227 | 61,029 | 2,902,592 |
| 2023 | 1,190,846 | 401,319 | 50,111 | 1,642,276 | 1,475,087 | 61,562 | 3,178,925 |
| 2024 | 1,489,418 | 453,538 | 57,327 | 2,000,283 | 1,677,847 | 69,572 | 3,747,702 |
| 2025 | 1,574,153 | 490,798 | 50,552 | 2,115,503 | 1,845,041 | 75,288 | 4,035,832 |

[1] **Includes South Florida Water Management District**

**SOURCE: Broward County Property Appraiser**

**(UNAUDITED)**

## TABLE 7 - PRINCIPAL TAXPAYERS - BROWARD COUNTY
**CURRENT YEAR AND NINE YEARS AGO**
**(dollars 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 | | 97.31% | 3,497,533 | | 97.58% |
| **Total aggregate tax levy** | $ 6,792,800 | | 99.99% | $ 3,584,177 | | 100.00% |

**[1] Includes Tax Levy from all taxing jurisdictions within Broward County.**

**SOURCE: Broward County Revenue Collections Department**
**SOURCE: Broward County School Board**

**(UNAUDITED)**

# Broward County Public Schools



***Educating Today's Students***
***To Succeed in Tomorrow's World***

**TABLE 8 - PROPERTY TAX LEVIES AND COLLECTIONS**
**ALL GOVERNMENTAL FUND TYPES**
**LAST TEN FISCAL YEARS**
**(dollars in thousands)**

| FISCAL YEAR | TOTAL TAX LEVY | LESS ADJUSTMENTS DEDUCTIONS[1] | LESS ADJUSTMENTS DISCOUNTS[2] | CURRENT TAX COLLECTIONS | PRIOR YEAR TAX COLLECTIONS | TOTAL TAX COLLECTIONS |
|---|---|---|---|---|---|---|
| 2016 | $ 1,197,902 | $ 7,644 | $ 41,445 | $ 1,148,144 | $ 1,633 | $ 1,149,777 |
| 2017 | 1,234,873 | 8,307 | 42,922 | 1,182,717 | 2,829 | 1,185,546 |
| 2018 | 1,265,190 | 12,734 | 44,124 | 1,206,362 | 1,392 | 1,207,754 |
| 2019 | 1,314,563 | 12,076 | 45,364 | 1,254,219 | 1,348 | 1,255,567 |
| 2020 | 1,463,341 | 14,569 | 50,746 | 1,393,082 | 913 | 1,393,995 |
| 2021 | 1,474,820 | 11,398 | 51,707 | 1,407,187 | 3,938 | 1,411,125 |
| 2022 | 1,533,336 | 12,250 | 55,084 | 1,464,694 | 2,780 | 1,467,474 |
| 2023 | 1,642,276 | 11,788 | 58,394 | 1,571,004 | (551) | 1,570,453 |
| 2024 | 2,000,283 | 13,978 | 70,643 | 1,915,806 | 1,143 | 1,916,949 |
| 2025 | 2,115,503 | 17,943 | 74,173 | 2,022,859 | 1,076 | 2,023,935 |

**[1] Deductions reflect adjustments by Value Adjustment Board**

**[2] Reflects discounts for early payment**

**[3] Prior year revenue in General Fund and Capital Funds were added here due to negative balances**

**SOURCE: The School Board of Broward County - Treasurer's Office**

| % OF CURRENT TAX COLLECTED TO PROPERTY TAXES LEVIED | % OF CURRENT TAX COLLECTED PLUS DEDUCTIONS AND DISCOUNTS TO PROPERTY TAXES LEVIED | % OF TOTAL TAX COLLECTED TO PROPERTY TAXES LEVIED | % OF TOTAL TAX COLLECTED PLUS DEDUCTIONS AND DISCOUNTS TO PROPERTY TAXES LEVIED |
|---|---|---|---|
| 95.85% | 99.94% | 95.98% | 100.08% |
| 95.78% | 99.92% | 96.01% | 100.15% |
| 95.35% | 99.84% | 95.46% | 99.95% |
| 95.41% | 99.78% | 95.51% | 99.88% |
| 95.20% | 99.66% | 95.26% | 99.72% |
| 95.41% | 99.69% | 95.68% | 99.96% |
| 95.52% | 99.91% | 95.70% | 100.10% |
| 95.66% | 99.93% | 95.63% | 99.90% |
| 95.78% | 100.01% | 95.83% | 100.06% |
| 95.62% | 99.98% | 95.67% | 100.03% |

**(UNAUDITED)**

**TABLE 9 - EDUCATIONAL IMPACT FEE REVENUES**
**LAST TEN FISCAL YEARS**
**(dollars in thousands)**

| FISCAL YEAR | REVENUE |
|---|---|
| 2016 | $ 13,599 |
| 2017 | 14,714 |
| 2018 | 14,985 |
| 2019 | 15,900 |
| 2020 | 18,373 |
| 2021 | 20,819 |
| 2022 | 15,632 |
| 2023 | 15,822 |
| 2024 | 13,280 |
| 2025 | 7,697 |

**SOURCE: The School Board of Broward County - Accounting & Financial Reporting Department**

**(UNAUDITED)**

**TABLE 10 - ANTICIPATED LOCAL OPTION MILLAGE LEVY REQUIRED TO COVER COMBINED MAXIMUM ANNUAL BASIC LEASE PAYMENTS REPRESENTED BY THE OUTSTANDING CERTIFICATES OF PARTICIPATION**
**(dollars in thousands)**

| | | 2025 |
|---|---|---|
| (1) Net Taxable Assessed Valuation | $ | 327,198,734 |
| Funds generated from Local Option Millage Levy assuming a levy of 1.50 mills | $ | 471,167 |
| Local Option Millage Levy Legally Available to make Lease Payments assuming 75% of the 1.50 mills is Available | $ | 353,375 |
| (2) Maximum Combined Annual Lease Payment represented by the Outstanding Certificates | $ | 189,876 |
| (3) Minimum Millage Required to Produce 1.00x coverage of Maximum Annual Basic Lease Payments represented by the Outstanding Certificates | | 0.604 |
| (3) Minimum Local Option Millage Levy Required under Applicable Law to Produce 1.00x Coverage of Maximum Annual Basic Lease Payments represented by the Outstanding Certificates | | 0.806 |

(1) **SOURCE: Broward County Property Appraiser**

(2) **Net of U.S. Treasury direct subsidy rebate**

(3) **SOURCE: The School Board of Broward County - Treasury Department**

**(UNAUDITED)**

**TABLE 11 - RATIOS OF OUTSTANDING DEBT BY TYPE**
**LAST TEN FISCAL YEARS**
**(dollars in thousands, except per capita amount)**

| FISCAL YEAR | CAPITAL OUTLAY BONDS [3] | GENERAL OBLIGATION BONDS [3] | CERTIFICATES OF PARTICIPATION[3] | EQUIPMENT FINANCE AGREEMENTS | LEASES | TOTAL | PERCENT OF ASSESSED TAXABLE PROPERTY VALUATION[2] | PERCENT OF TOTAL OUTSTANDING DEBT TO PERSONAL INCOME[1] | PER CAPITA[1] |
|---|---|---|---|---|---|---|---|---|---|
| 2016 | $ 20,291 | $ 160,572 | $ 1,676,373 | $ 40,619 | $ - | $ 1,897,855 | 1.15% | 2.13% | $ 998 |
| 2017 | 15,763 | 156,361 | 1,578,952 | 56,079 | - | 1,807,155 | 1.01% | 1.93% | 938 |
| 2018 | 12,906 | 151,991 | 1,497,821 | 62,745 | - | 1,725,463 | 0.89% | 1.75% | 884 |
| 2019 | 10,533 | 346,821 | 1,398,298 | 68,850 | - | 1,824,502 | 0.89% | 1.79% | 923 |
| 2020 | 8,314 | 337,681 | 1,536,304 | 89,593 | - | 1,971,892 | 0.91% | 1.80% | 986 |
| 2021 | 5,990 | 605,165 | 1,475,739 | 105,730 | - | 2,192,624 | 0.97% | 1.76% | 1,083 |
| 2022 | 3,984 | 884,660 | 1,532,335 | 124,566 | 2,633 | 2,548,178 | 1.07% | 1.98% | 1,288 |
| 2023 | 2,650 | 861,969 | 1,419,940 | 94,157 | 2,101 | 2,380,817 | 0.89% | 1.71% | 1,215 |
| 2024 | 2,189 | 837,692 | 1,255,327 | 77,854 | 1,613 | 2,174,675 | 0.72% | NA | 1,101 |
| 2025 | 1,701 | 811,556 | 1,122,177 | 93,483 | 1,168 | 2,030,085 | 0.62% | NA | 1,004 |

**NA Not Available**

**[1] Refer to TABLE 16 for Personal Income and Per Capita**

**[2] Refer to TABLE 5 for Net Assessed Taxable Property Value**

**[3] Includes Premiums/Discounts**

**SOURCE: The School Board of Broward County - Accounting & Financial Reporting Department**

**(UNAUDITED)**

**TABLE 12 - RATIO OF NET GENERAL BONDED DEBT TO ASSESSED VALUE AND NET BONDED DEBT PER CAPITA LAST TEN FISCAL YEARS**

**(dollars in thousands, except net bonded debt per capita and per pupil)**

| FISCAL YEAR | NET ASSESSED TAXABLE VALUE[1] | TOTAL BONDED DEBT | LESS DEBT SERVICE FUNDS | NET BONDED DEBT[2] | RATIO OF NET BONDED DEBT TO TAXABLE VALUE | NET BONDED DEBT PER CAPITA[3] | NET BONDED DEBT PER PUPIL[3] |
|---|---|---|---|---|---|---|---|
| 2015 | $ 153,539,754 | $ 192,169 | $ 1,148 | $ 191,021 | 0.12% | $ 102 | $ 720 |
| 2016 | 164,682,766 | 180,863 | 8,379 | 172,484 | 0.10% | 91 | 642 |
| 2017 | 178,803,811 | 172,124 | 7,493 | 164,631 | 0.09% | 85 | 607 |
| 2018 | 193,471,850 | 164,897 | 5,747 | 159,150 | 0.08% | 82 | 586 |
| 2019 | 205,307,399 | 357,354 | 15,258 | 342,096 | 0.17% | 173 | 1,264 |
| 2020 | 217,135,439 | 345,995 | 15,969 | 330,026 | 0.15% | 165 | 1,265 |
| 2021 | 226,714,034 | 611,155 | 63,059 | 548,096 | 0.24% | 271 | 2,161 |
| 2022 | 237,281,404 | 888,644 | 71,400 | 817,244 | 0.34% | 413 | 3,282 |
| 2023 | 267,545,856 | 864,619 | 78,018 | 786,601 | 0.29% | 401 | 3,181 |
| 2024 | 302,358,426 | 839,881 | 133,772 | 706,109 | 0.23% | 358 | 2,894 |
| 2025 | 327,198,734 | 813,257 | 146,706 | 666,551 | 0.20% | 330 | 2,775 |

**[1] SOURCE: Broward County Property Appraiser**

**[2] SOURCE: The School Board of Broward County - Accounting & Financial Reporting Department**

**[3] Refer to TABLE 16 for population and school enrollment data.**

**(UNAUDITED)**

## TABLE 13 - COMPUTATION OF DIRECT AND OVERLAPPING DEBT CURRENT YEAR AND NINE YEARS AGO

**(dollars in thousands, except per capita amount)**

| FINANCIAL PARAMETERS | JUNE 30, 2025 | JUNE 30, 2016 |
|---|---|---|
| **Direct debt:** | | |
| General obligation bonds | $ 703,405 | $ 151,840 |
| Certificates of Participation | 1,038,545 | 1,490,565 |
| Special obligation bonds [1] | 1,623 | 18,607 |
| Equipment finance agreements | 93,483 | - |
| Leases | 1,168 | 40,619 |
| Premium/Discount (net) | 191,861 | 135,502 |
| Interest Rate Swap | - | 53,361 |
| **TOTAL DIRECT DEBT** | 2,030,085 | 1,890,494 |
| **Overlapping debt:** [2] | | |
| Broward County [3] | 9,400 | 256,420 |
| **TOTAL DIRECT AND OVERLAPPING DEBT** | $ 2,039,485 | $ 2,146,914 |
| Population [4] | 2,022,529 | 1,901,796 |
| Assessed property valuation [5] | $ 470,436,644 | $ 224,102,878 |
| Net Assessed taxable property valuation [5] | $ 327,198,734 | $ 164,682,766 |
| **DEBT RATIOS** | | |
| **PERCENT OF ASSESSED PROPERTY VALUATION** | | |
| Direct debt | 0.43% | 0.84% |
| Overlapping debt | 0.00% | 0.11% |
| Direct and overlapping debt | 0.43% | 0.95% |
| **PERCENT OF ASSESSED TAXABLE PROPERTY VALUATION** | | |
| Direct debt | 0.62% | 1.15% |
| Overlapping debt | 0.00% | 0.16% |
| Direct and overlapping debt | 0.62% | 1.31% |
| **PER CAPITA** | | |
| Direct debt | $ 1,004 | $ 994 |
| Overlapping debt | $ 5 | $ 135 |
| Direct and overlapping debt | $ 1,008 | $ 1,129 |

**[1] Special obligation debt is payable from motor vehicle and gross receipts taxes.**

**[2] Overlapping debt includes only general obligation debt secured by ad valorem taxes as of September 30, 2017.**

**[3] Because the county and the school district coincide, the percentage of overlap is 100%.**

**[4] SOURCE: Broward County Government, Planning Services Division**

**[5] SOURCE: Broward County Property Appraiser**

**(UNAUDITED)**

# Broward County Public Schools



***Educating Today's Students***
***To Succeed in Tomorrow's World***

**TABLE 14 - LEGAL DEBT MARGIN INFORMATION**
**LAST TEN FISCAL YEARS**
**(dollars in thousands)**

| | 2016 | 2017 | 2018 | 2019 |
|---|---|---|---|---|
| Limit on bond indebtedness | $ 16,468,277 | $ 17,880,381 | $ 19,347,185 | $ 20,530,740 |
| Total net debt applicable to limit | 172,484 | 164,631 | 159,150 | 337,199 |
| Legal debt margin on bonded debt | $ 16,295,793 | $ 17,715,750 | $ 19,188,035 | $ 20,193,541 |
| Total net debt applicable to limit as a percentage of debt limit | 1.05% | 0.92% | 0.82% | 1.64% |

**SOURCE: The School Board of Broward County - Accounting & Financial Reporting Department**

| 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|---|---|---|---|---|
| $ 21,713,544 | $ 22,671,403 | $ 23,728,140 | $ 26,754,586 | $ 30,235,843 | $ 32,719,873 |
| 330,026 | 548,096 | 731,013 | 786,601 | 706,109 | 666,551 |
| $ 21,383,518 | $ 22,123,307 | $ 22,997,127 | $ 25,967,985 | $ 29,529,734 | $ 32,053,322 |
| 1.52% | 2.42% | 3.08% | 2.94% | 2.34% | 2.04% |

| **LEGAL DEBT MARGIN CALCULATION FOR FISCAL YEAR** | |
|---|---|
| Net Assessed Taxable Property Value - January 2024 | $ 327,198,734 |
| Limit on Bond Indebtedness, 10% of net assessed taxable property value | $ 32,719,873 |
| Total Bonded Debt | 813,257 |
| Less: | |
| Net Position in Debt Service Funds | (146,706) |
| **TOTAL AMOUNT APPLICABLE TO DEBT LIMIT** | 666,551 |
| **LEGAL DEBT MARGIN ON BONDED DEBT** | $ 32,053,322 |

**(UNAUDITED)**

**TABLE 15 - RATIO OF ANNUAL DEBT SERVICE FOR GENERAL BONDED DEBT TOTAL GENERAL EXPENDITURES LAST TEN FISCAL YEARS**

**(dollars in thousands)**

| FISCAL YEAR | PRINCIPAL[1] | INTEREST[1] | TOTAL DEBT SERVICE | TOTAL GENERAL EXPENDITURES | RATIO OF DEBT SERVICE TO GENERAL EXPENDITURES |
|---|---|---|---|---|---|
| 2016 | $ 10,868 | $ 8,153 | $ 19,021 | $ 2,664,909 | 0.71% |
| 2017 | 7,847 | 7,333 | 15,180 | 2,762,358 | 0.55% |
| 2018 | 6,129 | 6,869 | 12,998 | 2,894,699 | 0.45% |
| 2019 | 7,173 | 9,963 | 17,136 | 2,972,242 | 0.58% |
| 2020 | 9,035 | 15,002 | 24,037 | 3,183,388 | 0.76% |
| 2021 | 9,518 | 18,436 | 27,954 | 3,271,786 | 0.85% |
| 2022 | 13,075 | 24,447 | 37,522 | 3,503,379 | 1.07% |
| 2023 | 15,763 | 38,514 | 54,277 | 3,675,400 | 1.48% |
| 2024 | 17,727 | 36,174 | 53,901 | 4,050,356 | 1.33% |
| 2025 | 18,107 | 35,281 | 53,388 | 4,049,301 | 1.32% |

[1] **Excludes Certificates of Participation (COP)**

**SOURCE: The School Board of Broward County - Accounting & Financial Reporting Department**

**(UNAUDITED)**

**TABLE 16 - DEMOGRAPHIC STATISTICS**
**LAST TEN FISCAL YEARS**

| FISCAL YEAR | POPULATION[1] | PER CAPITA INCOME [4] | CIVILIAN LABOR FORCE[2] | UNEMPLOYMENT RATE[2] | PERSONAL INCOME [4] | FALL SCHOOL ENROLLMENT[3] |
|---|---|---|---|---|---|---|
| 2016 | 1,901,796 | $ 46,657 | 1,014,397 | 4.60% | $ 89,234,938 | 268,836 |
| 2017 | 1,927,112 | 48,456 | 1,043,881 | 4.10% | 93,738,981 | 271,105 |
| 2018 | 1,952,092 | 50,538 | 1,048,194 | 3.70% | 98,352,536 | 271,517 |
| 2019 | 1,976,697 | 52,308 | 1,051,537 | 3.30% | 102,145,579 | 270,550 |
| 2020 | 2,000,888 | 57,878 | 992,435 | 11.80% | 109,473,926 | 260,918 |
| 2021 | 2,024,613 | 64,453 | 1,056,520 | 5.80% | 124,458,321 | 253,668 |
| 2022 | 1,979,133 | 66,009 | 1,032,507 | 5.50% | 128,520,356 | 249,043 |
| 2023 | 1,959,651 | 70,982 | 1,097,004 | 2.90% | 139,304,872 | 247,319 |
| 2024 | 1,974,702 | NA | 1,096,090 | 3.40% | NA | 243,985 |
| 2025 | 2,022,529 | NA | 1,088,780 | 3.70% | NA | 240,181 |

**NA Not Available**

**[1] SOURCE: Broward County Government, Planning and Development Division (estimate)**

**[2] SOURCE: Bureau of Labor Statistics, United States Department of Labor**

**[3] SOURCE: Broward School Board Benchmark Day Enrollment Counts**

**[4] SOURCE: Bureau of Economic Analysis**

**(UNAUDITED)**

**TABLE 17 - SCHEDULE OF DISTRICT STATISTICS**
**LAST TEN FISCAL YEARS**

| | 2016 | 2017 | 2018 | 2019 |
|---|---|---|---|---|
| Student Enrollment: [1] | | | | |
| Pre-K | 5,339 | 5,731 | 5,939 | 6,158 |
| K | 14,661 | 14,551 | 14,459 | 14,456 |
| 1 | 15,917 | 15,599 | 15,629 | 15,340 |
| 2 | 16,681 | 16,160 | 15,856 | 15,667 |
| 3 | 17,021 | 17,771 | 17,069 | 16,533 |
| 4 | 16,826 | 16,263 | 16,744 | 16,012 |
| 5 | 16,253 | 16,920 | 16,617 | 16,856 |
| 6 | 15,392 | 15,796 | 16,413 | 16,205 |
| 7 | 15,748 | 15,550 | 16,109 | 16,507 |
| 8 | 15,973 | 15,801 | 15,813 | 16,092 |
| 9 | 18,251 | 17,686 | 17,753 | 17,840 |
| 10 | 18,413 | 18,274 | 17,995 | 17,735 |
| 11 | 17,200 | 17,712 | 17,682 | 17,426 |
| 12 | 16,604 | 16,732 | 17,256 | 17,357 |
| Centers | 5,275 | 5,194 | 5,090 | 4,447 |
| Total District Schools | 225,554 | 225,740 | 226,424 | 224,631 |
| Charter Schools | 43,282 | 45,365 | 45,093 | 45,919 |
| Total | 268,836 | 271,105 | 271,517 | 270,550 |
| Number of Schools: | | | | |
| Elementary | 137 | 136 | 136 | 136 |
| Middle | 40 | 38 | 37 | 37 |
| High | 33 | 33 | 33 | 33 |
| Adult/Vocational | 9 | 10 | 11 | 11 |
| Centers | 19 | 19 | 17 | 17 |
| Charter | 96 | 97 | 89 | 84 |
| K-8 | - | - | - | - |
| Total | 334 | 333 | 323 | 318 |

[1] **SOURCE: Demographics & Student Assignments Department**
**Benchmark Day Enrollment Report**

| 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|---|---|---|---|---|
| 5,714 | 5,061 | 4,771 | 5,353 | 5,794 | 5,554 |
| 14,280 | 12,304 | 12,987 | 12,723 | 12,469 | 11,912 |
| 15,199 | 14,049 | 13,478 | 13,986 | 13,162 | 12,847 |
| 15,314 | 14,447 | 13,976 | 13,859 | 14,113 | 13,345 |
| 16,126 | 14,788 | 14,549 | 15,400 | 14,247 | 14,503 |
| 15,469 | 15,313 | 14,072 | 13,066 | 14,322 | 13,531 |
| 16,085 | 15,240 | 15,049 | 14,246 | 13,418 | 14,181 |
| 16,077 | 15,328 | 14,668 | 14,400 | 13,419 | 12,681 |
| 16,223 | 15,853 | 15,151 | 14,350 | 14,335 | 13,515 |
| 16,481 | 16,128 | 15,872 | 14,905 | 14,488 | 14,331 |
| 18,068 | 18,084 | 17,796 | 17,461 | 16,792 | 16,835 |
| 17,729 | 17,937 | 18,028 | 17,460 | 17,453 | 16,975 |
| 16,974 | 17,126 | 17,403 | 17,168 | 16,903 | 17,000 |
| 17,070 | 16,746 | 16,732 | 16,619 | 16,766 | 16,773 |
| 4,457 | 4,103 | 3,443 | 3,725 | 3,592 | 3,851 |
| 221,266 | 212,507 | 207,975 | 204,721 | 201,273 | 197,834 |
| 39,652 | 41,161 | 41,068 | 42,598 | 42,712 | 42,347 |
| 260,918 | 253,668 | 249,043 | 247,319 | 243,985 | 240,181 |
| 135 | 135 | 135 | 137 | 137 | 137 |
| 35 | 35 | 35 | 35 | 35 | 35 |
| 32 | 32 | 32 | 32 | 32 | 32 |
| 18 | 18 | 18 | 16 | 16 | 16 |
| 18 | 18 | 18 | 17 | 16 | 16 |
| 85 | 88 | 89 | 86 | 83 | 84 |
| - | - | - | - | - | |
| 323 | 326 | 327 | 323 | 319 | 320 |

**(UNAUDITED)**

**TABLE 18 - COMPARATIVE ENROLLMENT TRENDS [1]**
**TEN LARGEST U.S. SCHOOL DISTRICTS**
**LAST TEN FISCAL YEARS**

| SCHOOL DISTRICT | 2015 | 2016 | 2017 | 2018 |
|---|---|---|---|---|
| New York City, NY | 1,122,783 | 1,141,232 | 984,462 | 976,771 |
| Los Angeles, CA | 646,683 | 639,337 | 633,621 | 621,414 |
| Miami-Dade County, FL | 356,964 | 357,579 | 357,249 | 354,840 |
| Chicago, IL | 397,138 | 391,961 | 378,199 | 373,700 |
| Clark County, NV (Las Vegas) | 318,040 | 319,712 | 326,953 | 329,259 |
| **Broward County, FL [2]** | **265,401** | **268,836** | **271,105** | **271,517** |
| Hillsborough County, FL | 207,469 | 211,923 | 214,386 | 217,072 |
| Orange County, FL | 191,648 | 200,667 | 200,674 | 203,982 |
| Palm Beach County, FL | 186,605 | 189,322 | 192,721 | 191,786 |
| Houston, TX | 215,225 | 214,891 | 216,106 | 214,175 |

**NA Not Available**

**[1] Based on students enrolled in grades kindergarten through twelve during the fall with 1/2 day kindergarten students counted as 1/2 student.**

**SOURCE: American School & University Magazine Sept 2017 Issue from 2009 to 2016**
**SOURCE: The National Center for Education Statistics from FY 2017 onward**
**[2] SOURCE: Broward School Board Twentieth Day Membership Count**

| 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|---|---|---|---|---|---|
| 961,040 | 957,195 | 912,994 | 859,514 | 847,030 | 845,509 |
| 495,255 | 483,234 | 460,633 | 435,958 | 427,795 | 419,929 |
| 350,434 | 347,307 | 334,261 | 328,589 | 334,090 | 335,500 |
| 359,476 | 347,484 | 341,382 | 329,836 | 321,666 | 322,809 |
| 330,225 | 328,991 | 315,646 | 315,787 | 309,787 | 304,565 |
| **270,550** | **260,918** | **253,668** | **249,043** | **247,319** | **240,181** |
| 220,252 | 223,305 | 218,943 | 224,149 | 224,538 | 224,152 |
| 208,203 | 208,875 | 199,089 | 203,224 | 207,561 | 206,815 |
| 192,533 | 194,675 | 187,057 | 187,943 | 188,843 | 189,777 |
| 209,772 | 210,061 | 196,943 | 194,607 | 189,934 | 184,109 |

**(UNAUDITED)**

**TABLE 19 - LARGEST EMPLOYERS IN BROWARD COUNTY**
**CURRENT YEAR AND NINE YEARS AGO**

| | 2025 | | |
|---|---|---|---|
| **EMPLOYERS** | **EMPLOYEES** | **RANK** | **PERCENTAGE OF TOTAL COUNTY EMPLOYMENT** |
| School Board of Broward County | 25,059 | 1 | 2.3% |
| Memorial Healthcare System | 16,927 | 2 | 1.6% |
| Broward County Government | 13,897 | 3 | 1.3% |
| Broward Health | 9,151 | 4 | 0.8% |
| Nova Southeastern University | 5,315 | 5 | 0.5% |
| First Service Residential | 4,869 | 6 | 0.4% |
| Spirit Airlines | 2,700 | 7 | 0.2% |
| American Express | 2,600 | 8 | 0.2% |
| AutoNation | 2,469 | 9 | 0.2% |
| JetBlue/JetBlue Travel Products | 2,369 | 10 | 0.2% |
| | 85,356 | | 7.7% |

| | 2016 | | |
|---|---|---|---|
| | **EMPLOYEES** | **RANK** | **PRODUCTS/ SERVICE** |
| School Board of Broward County | 26,255 | 1 | Public Education |
| Broward County Government | 12,546 | 2 | County Government |
| Memorial Healthcare System | 11,500 | 3 | Hospital District |
| Broward Health | 8,234 | 4 | Hospital District |
| Nova Southeastern University | 7,610 | 5 | University |
| American Express | 3,500 | 6 | Financial Services |
| Autonation | 3,381 | 7 | Automotive Retailer |
| Ultimate Software | 2,550 | 8 | Software |
| City of Fort Lauderdale | 2,479 | 9 | City Government |
| Interbond Corp. of America (dba Brandsmart USA) | 2,400 | 10 | Consumer Electronics and Appliance Retailer |
| | 80,455 | | |

**SOURCE: 2025 Greater Fort Lauderdale Alliance/Broward County (Economic Sourcebook & Market Profile)**
**SOURCE: 2016 School Board of Broward County ACFR - Statistical Section**

**(UNAUDITED)**

**TABLE 20 - CLASSIFICATION OF FULL-TIME PERSONNEL**
**LAST TEN FISCAL YEARS**

| FISCAL YEAR | INSTRUCTIONAL STAFF[1] | TEACHER AIDES | PRINCIPALS & ASSISTANT PRINCIPALS | MANAGEMENT & SUPPORT STAFF[2] | TOTAL |
|---|---|---|---|---|---|
| 2016 | 14,970 | 2,645 | 642 | 7,998 | 26,255 |
| 2017 | 15,095 | 2,804 | 655 | 8,067 | 26,621 |
| 2018 | 15,490 | 2,938 | 658 | 8,134 | 27,220 |
| 2019 | 15,328 | 3,006 | 654 | 8,155 | 27,143 |
| 2020 | 15,140 | 2,977 | 662 | 8,396 | 27,175 |
| 2021 | 14,711 | 2,745 | 659 | 7,933 | 26,048 |
| 2022 | 14,744 | 2,616 | 664 | 7,737 | 25,761 |
| 2023 | 14,195 | 2,676 | 664 | 7,935 | 25,470 |
| 2024 | 13,695 | 2,934 | 666 | 8,024 | 25,319 |
| 2025 | 13,345 | 2,971 | 668 | 8,075 | 25,059 |

(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: The School Board of Broward County - Accounting & Financial Reporting Department**

**(UNAUDITED)**

**TABLE 21 - TEACHERS' SALARIES**
**LAST TEN FISCAL YEARS**

| FISCAL YEAR | MINIMUM SALARY | MAXIMUM SALARY | AVERAGE SALARY |
|---|---|---|---|
| 2016 | $ 39,000 | $ 79,250 | $ 59,125 |
| 2017 | 43,286 | 83,035 | 63,161 |
| 2018 | 44,411 | 83,035 | 63,723 |
| 2019 | 45,370 | 84,656 | 65,013 |
| 2020 | 46,446 | 85,369 | 65,908 |
| 2021 | 48,661 | 87,127 | 67,894 |
| 2022 | 49,182 | 87,974 | 68,578 |
| 2023 | 51,148 | 91,173 | 71,161 |
| 2024 | 53,015 | 94,209 | 73,612 |
| 2025 | 54,473 | 96,580 | 75,527 |

**SOURCE: The School Board of Broward County - Compensation & HRIS Department**

**(UNAUDITED)**

**TABLE 22 - SCHEDULE OF OPERATING STATISTICS**
**LAST TEN FISCAL YEARS**

| FISCAL YEAR | ENROLLMENT | OPERATING EXPENDITURES | COST PER PUPIL | INSTRUCTIONAL STAFF |
|---|---|---|---|---|
| 2016 | 268,836 | $ 2,372,053,000 | $ 8,823 | 14,970 |
| 2017 | 271,105 | 2,475,775,000 | 9,132 | 15,095 |
| 2018 | 271,517 | 2,584,055,000 | 9,517 | 15,490 |
| 2019 | 270,550 | 2,641,077,000 | 9,762 | 15,328 |
| 2020 | 260,918 | 2,700,093,000 | 10,348 | 15,140 |
| 2021 | 253,668 | 2,754,184,000 | 10,857 | 14,711 |
| 2022 | 249,043 | 2,973,843,000 | 11,941 | 14,744 |
| 2023 | 247,319 | 3,108,806,000 | 12,570 | 14,195 |
| 2024 | 243,985 | 3,348,502,000 | 13,724 | 13,695 |
| 2025 | 240,181 | 3,411,557,000 | 14,204 | 13,345 |

**SOURCE: The School Board of Broward County - Accounting & Financial Reporting Department**

**(UNAUDITED)**

**TABLE 23 - CAPITAL ASSET INFORMATION**
**LAST TEN FISCAL YEARS**

| | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|---|---|---|---|---|---|---|---|---|---|
| **Schools** | | | | | | | | | | |
| **Elementary** | | | | | | | | | | |
| Permanent Buildings: | | | | | | | | | | |
| Number | 1,111 | 1,115 | 1,103 | 1,103 | 1,103 | 1,080 | 1,077 | 1,093 | 1,094 | 1,088 |
| Square Feet | 15,218,294 | 15,162,208 | 15,058,704 | 15,062,776 | 15,062,776 | 14,888,737 | 14,888,467 | 15,086,375 | 15,081,144 | 15,032,920 |
| Portables: | | | | | | | | | | |
| Number | 543 | 506 | 450 | 452 | 452 | 414 | 404 | 393 | 382 | 344 |
| Square Feet | 442,716 | 411,360 | 368,076 | 368,000 | 368,000 | 337,496 | 329,036 | 319,976 | 310,280 | 277,481 |
| Student stations | 122,479 | 121,380 | 120,734 | 120,734 | 120,734 | 118,077 | 117,640 | 119,311 | 119,170 | 117,818 |
| Enrollment | 100,201 | 99,577 | 98,926 | 97,656 | 94,827 | 87,965 | 85,432 | 86,670 | 85,640 | 84,034 |
| **Middle** | | | | | | | | | | |
| Permanent Buildings: | | | | | | | | | | |
| Number | 375 | 375 | 367 | 367 | 367 | 320 | 311 | 311 | 311 | 311 |
| Square Feet | 7,292,163 | 7,289,601 | 7,112,856 | 7,113,768 | 7,113,768 | 6,595,128 | 6,520,276 | 6,520,955 | 6,520,955 | 6,529,464 |
| Portables: | | | | | | | | | | |
| Number | 440 | 382 | 344 | 344 | 344 | 307 | 345 | 296 | 276 | 252 |
| Square Feet | 344,628 | 300,700 | 276,756 | 276,756 | 276,756 | 251,026 | 282,006 | 242,994 | 227,406 | 206,366 |
| Student stations | 67,548 | 66,737 | 64,172 | 64,172 | 64,175 | 59,565 | 60,050 | 59,028 | 58,884 | 58,376 |
| Enrollment | 45,550 | 44,869 | 44,442 | 44,965 | 43,600 | 42,142 | 40,697 | 39,107 | 37,858 | 36,424 |
| **Combination** | | | | | | | | | | |
| Permanent Buildings: | | | | | | | | | | |
| Number | 56 | 56 | 56 | 56 | 56 | 139 | 139 | 123 | 113 | 114 |
| Square Feet | 1,096,643 | 1,096,643 | 1,096,643 | 1,096,643 | 1,096,643 | 2,148,764 | 2,148,764 | 1,950,954 | 1,909,276 | 1,910,883 |
| Portables: | | | | | | | | | | |
| Number | 19 | 19 | 19 | 19 | 19 | 42 | 42 | 38 | 38 | 38 |
| Square Feet | 16,260 | 16,260 | 16,260 | 16,260 | 16,260 | 33,784 | 33,784 | 30,396 | 30,396 | 30,396 |
| Student stations | 8,395 | 8,395 | 8,395 | 8,395 | 8,395 | 18,044 | 18,083 | 16,148 | 15,731 | 15,731 |
| Enrollment | 5,987 | 7,686 | 9,308 | 9,353 | 10,984 | 11,132 | 11,215 | 9,105 | 8,814 | 8,374 |
| **High** | | | | | | | | | | |
| Permanent Buildings: | | | | | | | | | | |
| Number | 452 | 454 | 453 | 453 | 453 | 456 | 456 | 456 | 454 | 449 |
| Square Feet | 9,183,975 | 9,184,779 | 9,178,033 | 9,177,293 | 9,177,293 | 9,340,169 | 9,340,178 | 9,360,484 | 9,367,707 | 9,306,656 |
| Portables: | | | | | | | | | | |
| Number | 525 | 498 | 380 | 402 | 402 | 347 | 353 | 280 | 280 | 244 |
| Square Feet | 427,999 | 406,931 | 310,603 | 329,627 | 329,627 | 287,575 | 291,800 | 227,916 | 227,916 | 200,652 |
| Student stations | 82,323 | 82,023 | 81,134 | 81,559 | 81,559 | 83,023 | 83,004 | 81,890 | 81,827 | 79,870 |
| Enrollment | 68,541 | 68,414 | 68,658 | 68,210 | 67,398 | 67,165 | 67,188 | 66,114 | 65,369 | 65,151 |
| **Other** | | | | | | | | | | |
| Permanent Buildings: | | | | | | | | | | |
| Number | 132 | 139 | 160 | 160 | 160 | 148 | 148 | 148 | 148 | 146 |
| Square Feet | 1,867,055 | 1,867,695 | 2,214,258 | 2,214,258 | 2,214,258 | 1,925,950 | 1,925,977 | 1,925,977 | 1,926,159 | 1,762,963 |
| Portables: | | | | | | | | | | |
| Number | 95 | 93 | 105 | 105 | 105 | 106 | 106 | 106 | 106 | 93 |
| Square Feet | 77,388 | 75,320 | 85,352 | 85,352 | 85,352 | 85,756 | 85,756 | 85,756 | 85,756 | 75,628 |
| Student stations | 12,661 | 12,705 | 14,067 | 14,067 | 14,067 | 10,746 | 10,689 | 10,689 | 10,689 | 10,147 |
| Enrollment | 5,275 | 5,194 | 5,090 | 4,447 | 4,457 | 4,103 | 3,443 | 3,725 | 3,592 | 3,851 |
| **Administrative** | | | | | | | | | | |
| Permanent Buildings: | 76 | 76 | 69 | 68 | 68 | 68 | 66 | 66 | 66 | 71 |
| Portables: | 304 | 303 | 178 | 178 | 178 | 198 | 100 | 100 | 100 | 59 |
| Square Feet | 1,584,259 | 1,583,395 | 1,403,537 | 1,401,587 | 1,401,587 | 1,450,162 | 1,361,272 | 1,361,272 | 1,361,272 | 1,495,513 |

**SOURCE: The School Board of Broward County - Accounting & Financial Reporting Department**

**(UNAUDITED)**

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Broward County  Public Schools

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.

Status: ADDED ITEM

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | 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:**

**Special Counsel Services Agreement – Bryant Miller Olive P.A.**
**ADDED**

**REQUESTED ACTION:**

**Approve the Special Counsel Services Agreement between The School Board of Broward County, Florida (SBBC) and Bryant Miller Olive 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 and Rationale, please see the Executive Summary.

**EXHIBITS:**

- Executive Summary
- Agreement

**FINANCIAL IMPACT:**

The financial impact of this Agreement is undetermined at this time, as costs will depend on the nature and volume of legal services required. 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 Mar 9, 2026

Electronic Signature

Approved in Open Board Meeting On: March 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**

Special Counsel Services Agreement – Bryant Miller Olive P.A.

**Board Meeting Date:** March 10, 2026

**Requested Action:** Approve the Special Counsel Services Agreement between The School Board of Broward County, Florida (SBBC) and Bryant Miller Olive P.A.

**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":** Bryant Miller Olive P.A. will provide legal services to SBBC pursuant to the Special Counsel Services Agreement.

**- If the School Board votes "No":** Bryant Miller Olive P.A. would not continue to represent SBBC, and the SBBC would be required to seek alternative legal counsel, which could result in higher market rates or less specialized experience.

**Background/History**

Bryant Miller Olive P.A. ("the Firm") provides ongoing legal services to SBBC in connection with areas of labor, employment, and any and all transactional matters including, but not limited to, contracts, policies, and other documents.

The Interim General Counsel negotiated the proposed billing rates with Bryant Miller Olive P.A. with careful consideration of the SBBC's current financial condition, ensuring continued access to specialized legal services while remaining mindful of fiscal stewardship.

**Alignment to 2027 Goals and Guardrails:**

Business Operations

**Measurable Outcome(s)/Return on Investment:**

Approval of this Agreement ensures continuity of specialized legal representation at negotiated rates, supporting effective risk management, timely legal guidance, and avoidance of higher market-rate costs that could result from engaging alternative counsel. The return on investment is realized through cost-conscious access to experienced counsel, operational continuity, and mitigation of potential legal exposure.

## Financial Impact, Funding Source & Budget Status:

The financial impact of this Agreement is undetermined at this time, as costs will depend on the nature and volume of legal services required. The General Counsel will continue to manage and monitor expenditures with careful consideration of the SBBC's financial responsibilities, ensuring services are utilized efficiently and in a cost-conscious manner. Funding for services provided under this Agreement will be paid from the General Counsel's Department Budget.

| ACTION | DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT | TERM (months) |
|---|---|---|---|---|---|
| Original spending authority request | 3-10-26 | yes | General Counsel's budget | N/A | 24 |
| 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 | 24 |

**Multi-year agreement:** Yes

**Procurement Method:** Pursuant to Rule 6A- 1.012(11), Florida Administrative Code, the requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., the purchase by district school boards of professional services which shall include, without limitation legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services.

**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

**SPECIAL COUNSEL SERVICES AGREEMENT**

**THIS SPECIAL COUNSEL SERVICES AGREEMENT** (the "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

**BRYANT MILLER OLIVE P.A.**
(hereinafter referred to as "FIRM"),
whose principal place of business is
1 SE 3rd Avenue, Ste. 2200, Miami, Florida 33131

## RECITALS

A. **WHEREAS**, SBBC desires to retain the FIRM and the FIRM desires to be retained by SBBC, to provide legal services from time to time in the practice areas of labor, employment, and any and all transactional matters including, but not limited to, contracts, policies, and other documents.

B. **WHEREAS**, the FIRM represents that it has sufficient experience to provide competent and professional legal representation to SBBC in connection with such areas of practice.

**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 March 9, 2028, unless terminated earlier

pursuant to section 3.05 of this Agreement. The term of this Agreement may, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, be extended for one (1) additional addional two (2) year period.

2.2 **Duties of Firm**. FIRM shall perform such legal services and provide representation as may be reasonably necessary to assist SBBC in the practice areas of labor, employment, any and all transactional matters including, but not limited to, contracts, policies, and other documents. FIRM's work shall be directed by SBBC's General Counsel. Services may include, but not necessarily be limited to, attendance at trials, meetings and hearings, consultation, drafting of motions, pleadings, discovery, memorandums, legal review and update of legal documents, contracts, policies, and other documents, legal research, and other matters as directed by SBBC's General Counsel. Attorney Denise Heekin shall be the primary point of contact and primary provider of legal services under this Agreement.

2.3 **Conflicts of Interest**. FIRM attests that it presently represents no other client that presents or will present a conflict of interest with SBBC. If FIRM becomes aware of a conflict between the interests of any of the FIRM's other present or future clients and the interests of SBBC, FIRM shall promptly notify SBBC. The parties agree that any potential conflicts on individual matters will be raised and addressed on a matter by matter basis.

2.4 **Compensation-Fees.** SBBC shall be billed for professional services under this Agreement at the following hourly rates:

2.4.1 Two Hundred Dollars and 00/100 Cents ($200.00) per hour for services rendered by an attorney, at any level (e.g. shareholder, partner, associate, etc.), of the FIRM, selected by SBBC's General Counsel or designee, for all matters; and

2.4.2 One Hundred and Twenty-Five Dollars and 00/100 Cents ($125.00) per hour for services rendered by a paralegal of the FIRM, as selected by SBBC's General Counsel or designee, for all matters.

2.5 **Compensation-Costs**. The FIRM shall bill SBBC, for the following costs:

2.5.1 Reimbursement of costs of such items as exhibits, transcripts and witness fees require prior authorization by SBBC's General Counsel and shall be reimbursed based upon documented third-party vendor charges. SBBC shall not pay for FIRM surcharges added to third-party vendor charges.

2.5.2 Non-routine office overhead expenses such as courier services, bulk third-party copying, photographs and computer-assisted legal research services must be justified to SBBC and shall be reimbursed based on documented third-party vendor charges. In-house bulk copying expenses must be justified to SBBC, must be supported by usage logs or similar documentation and will be reimbursed at Fifteen Cents ($0.15) per page. FIRM shall endeavor to utilize the facilities of SBBC for bulk third-party copying and similar non-routine overhead prior to obtaining in-house or third-party services.

2.5.3 FIRM shall only bill SBBC for a proportionate share of legal research costs, attending hearings or engaging in client representation of any type, which is also applicable to other clients.

2.5.4 Exceptional non-routine office overhead expenses must be expressly defined in the Agreement or an Amendment hereto and approved by SBBC before being incurred.

2.5.5 SBBC shall not pay travel reimbursement (such as mileage or tolls).

2.6 **Invoices**. FIRM shall bill SBBC monthly via SBBC's Thomson Reuters Legal Tracker e-billing system (f/k/a Serengeti) or other SBBC e-billing system as designated by SBBC's General Counsel. FIRM shall ensure that eEach statement for fees and costs shall be in a format that includes, at a minimum, the following information:

2.6.1 Matter name and number, if applicable, or other legal matter reference.

2.6.2 Invoice number for the particular bill.

2.6.3 Inclusive dates of the month covered by the invoice.

2.6.4 Itemization of the hours billed; a concise meaningful description of the services rendered, with sufficient detail to enable SBBC to evaluate the services rendered and costs; the person(s) who performed the services for each entry being billed; and their hourly rate as specified herein; no block billing.

2.6.5 A listing of all invoiced costs to be reimbursed pursuant to section 2.05 above. Invoiced costs must be accompanied by copies of actual receipts. The total amount invoiced will only reflect the current bill. Prior balances or payment history should be shown separately, if at all. Any other information as may be requested by SBBC's General Counsel.

2.6.6 All invoices shall be reviewed and approved by the Office of the General Counsel prior to payment being issued.

2.7 **Inspection of FIRM's Records by SBBC**. FIRM 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 (hereafter "Records"). All FIRM'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'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 any and all invoices, billings, payments, and claims submitted by FIRM or any of FIRM's payees pursuant to this Agreement. FIRM's Records subject to examination include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.

FIRM's Records subject to this section include any and all documents pertinent to the evaluation, analysis, verification, and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

2.7.1 FIRM's Records Defined. For the purposes of this Agreement, the term "FIRM's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

2.7.2 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 FIRM'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 FIRM pursuant to this Agreement.

2.7.3 Notice of Inspection. SBBC's agent or its authorized representative shall provide FIRM reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

2.7.4 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to FIRM'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.

2.7.5 Failure to Permit Inspection. Failure by FIRM to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any FIRM's claims for payment by SBBC.

2.7.6 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by FIRM in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by FIRM. If the audit discloses billings or charges to which FIRM is not contractually entitled, FIRM shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.7.7 Inspector General Audits. FIRM 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: | General Counsel for the School Board<br>The School Board of Broward County, Florida<br>600 Southeast Third Avenue, 11th Floor<br>Fort Lauderdale, Florida 33301 |
| To FIRM: | Denise Heekin, Esq.<br>Bryant Miller Olive<br>1 SE 3rd Avenue, Ste. 2200<br>Miami, Florida 33131 |

2.9 **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.

2.10 **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.

2.11 **Background Screening.** FIRM 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 FIRM'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 FIRM or its personnel providing any services under this Agreement. FIRM 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 FIRM and its personnel. The parties agree that the failure of FIRM 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 FIRM to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. FIRM 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 FIRM'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.

2.12 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. FIRM 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, FIRM 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. FIRM 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 FIRM does not transfer the public records to SBBC. Upon completion of the Agreement, FIRM shall transfer, at no cost, to SBBC all public records in possession of FIRM or keep and maintain public records required by SBBC to perform the services required under the Agreement. If FIRM transfers all public records to SBBC upon completion of the Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon completion of the Agreement, FIRM 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.**

2.13 **Insurance Requirements.** FIRM shall maintain professional liability insurance throughout the term of this Agreement. Upon request by SBBC or its agent or authorized representative, FIRM shall provide SBBC with a copy of its current certificate of insurance.

2.14 **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.

2.15 **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 **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.

2.17 **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.

## 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 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:

Kathelyn Jacques-Adams
Digitally signed by Kathelyn Jacques-Adams
Date: 2026.03.09 16:24:38 -04'00'

Note:Bryant Miller Olive P.A. - Special Counsel

_____
Office of the General Counsel

**[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR FIRM:**

**BRYANT MILLER OLIVE P.A.**

ATTEST:

By: _____

Print Name: Denise M. Heckin

Title: Shareholder, L&E Dept. Head, Miami
& Managing Shareholder

Date: 3/3/2026

_____
Witness Signature
Print Name: Aida Vidrich

_____
Witness Signature
Print Name: Richard N. GAGNON

Status: ADDED ITEM

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | GG. General Counsel |
| **DEPARTMENT:** | General Counsel |

| | |
|---|---|
| Agenda Item Number: | GG-2. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**Special Counsel Services Agreement – GrayRobinson, P.A.**
**ADDED**

**REQUESTED ACTION:**

**Approve the Special Counsel Services Agreement between The School Board of Broward County, Florida (SBBC) and 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 and Rationale, please see the Executive Summary.

**EXHIBITS:**

- Executive Summary
- Agreement

**FINANCIAL IMPACT:**

The financial impact of this Agreement is undetermined at this time, as costs will depend on the nature and volume of legal services required. 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 Mar 9, 2026

Electronic Signature

Approved in Open Board Meeting On: March 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**

Special Counsel Services Agreement – GrayRobinson, P.A.

**Board Meeting Date:** March 10, 2026

**Requested Action:** Approve the Special Counsel Services Agreement between The School Board of Broward County, Florida (SBBC) and GrayRobinson, P.A.

**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":** GrayRobinson, P.A. will provide legal services to SBBC pursuant to the Special Counsel Services Agreement.

**- If the School Board votes "No":** GrayRobinson, P.A. would not continue to represent the SBBC, and the SBBC would be required to seek alternative legal counsel, which could result in higher market rates or less specialized experience.

**Background/History**

GrayRobinson, P.A. ("the Firm") provides ongoing legal services and consultation to SBBC in the practice areas of labor, employment, ESE/Due Process, administrative matters, general legal advice/opinions, and any and all transactional matters including, but not limited to, contracts, policies, and other documents.

The Interim General Counsel negotiated the proposed billing rates with GrayRobinson, P.A. with careful consideration of the SBBC's current financial condition, ensuring continued access to specialized legal services while remaining mindful of fiscal stewardship.

**Alignment to 2027 Goals and Guardrails:**

Business Operations

**Measurable Outcome(s)/Return on Investment:**

Approval of this Agreement ensures continuity of specialized legal representation at negotiated rates, supporting effective risk management, timely legal guidance, and avoidance of higher market-rate costs that could result from engaging alternative counsel. The return on investment is realized through cost-conscious access to experienced counsel, operational continuity, and mitigation of potential legal exposure.

**Financial Impact, Funding Source & Budget Status:**
The financial impact of this Agreement is undetermined at this time, as costs will depend on the nature and volume of legal services required. The General Counsel will continue to manage and monitor expenditures with careful consideration SBBC's financial responsibilities, ensuring services are utilized efficiently and in a cost-conscious manner. Funding for services provided under this Agreement will be paid from the General Counsel's Department Budget.

| ACTION | DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT | TERM (months) |
|---|---|---|---|---|---|
| Original spending authority request | 3/10-26 | Yes | General Counsel's budget | N/A | 24 |
| 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 | 24 |

**Multi-year agreement:** Yes

**Procurement Method:** Pursuant to Rule 6A- 1.012(11), Florida Administrative Code, the requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., the purchase by district school boards of professional services which shall include, without limitation legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services.

**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

**SPECIAL COUNSEL SERVICES AGREEMENT**

**THIS SPECIAL COUNSEL SERVICES AGREEMENT** (the "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

**GRAY ROBINSON, P.A.**
(hereinafter referred to as "FIRM"),
whose principal place of business is
401 East Las Olas Blvd., Suite 1000, Fort Lauderdale, Florida 33301

## RECITALS

A. **WHEREAS**, SBBC desires to retain the FIRM and the FIRM desires to be retained by SBBC, to provide legal services and consultation from time to time in the practice areas of labor, employment, ESE/Due Process, administrative matters, general legal advice/opinions, and any and all transactional matters including, but not limited to, contracts, policies, and other documents.

B. **WHEREAS**, the FIRM represents that it has sufficient experience to provide competent and professional legal representation to SBBC in connection with such areas of practice.

**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 March 9, 2028, unless terminated earlier pursuant to section 3.05 of this Agreement. The term of this Agreement may, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, be extended for one (1) additional addional two (2) year period.

2.2 **Duties of Firm**. FIRM shall perform such legal services and provide representation as may be reasonably necessary to assist SBBC in the practice areas of labor, employment, any and all transactional matters including, but not limited to, contracts, policies, and other documents. FIRM's work shall be directed by SBBC's General Counsel. Services may include, but not necessarily be limited to, attendance at trials, meetings and hearings, attendance at mediation or other resolution conferences, consultation, drafting of motions, pleadings, discovery, memorandums, legal review and update of legal documents, contracts, policies, and other documents, legal research, and other matters as directed by SBBC's General Counsel. Attorney Anastasia Protopapadakis shall be the primary point of contact and the primary provider of legal services in the areas of labor and employment under this Agreement.

2.3 **Conflicts of Interest**. FIRM attests that it presently represents no other client that presents or will present a conflict of interest with SBBC. If FIRM becomes aware of a conflict between the interests of any of the FIRM's other present or future clients and the interests of SBBC, FIRM shall promptly notify SBBC. The parties agree that any potential conflicts on individual matters will be raised and addressed on a matter by matter basis.

2.4 **Compensation-Fees.** SBBC shall be billed for professional services under this Agreement at the following hourly rates:

2.4.1 Three Hundred Dollars and 00/100 Cents ($300.00) per hour for services rendered by a shareholder attorney and partner attorney of the FIRM, as selected by SBBC's General Counsel or designee, for all matters; and

2.4.1 One Hundred and Fifty Dollars and 00/100 Cents ($150.00) per hour for services rendered by an associate attorney of the FIRM, as selected by SBBC's General Counsel or designee, for all matters; and

2.4.2 One Hundred and Twenty-Five Dollars and 00/100 Cents ($125.00) per hour for services rendered by a paralegal of the FIRM, as selected by SBBC's General Counsel or designee, for all matters.

2.5 **Compensation-Costs**. The FIRM shall bill SBBC, for the following costs:

2.5.1 Reimbursement of costs of such items as exhibits, transcripts and witness fees require prior authorization by SBBC's General Counsel and shall be reimbursed based upon documented third-party vendor charges. SBBC shall not pay for FIRM surcharges added to third-party vendor charges.

2.5.2 Non-routine office overhead expenses such as courier services, bulk third-party copying, photographs and computer-assisted legal research services must be justified to SBBC and shall be reimbursed based on documented third-party vendor charges. In-house bulk copying expenses must be justified to SBBC, must be supported by usage logs or similar documentation and will be reimbursed at Fifteen Cents ($0.15) per page. FIRM shall endeavor to utilize the facilities of SBBC for bulk third-party copying and similar non-routine overhead prior to obtaining in-house or third-party services.

2.5.3 FIRM shall only bill SBBC for a proportionate share of legal research costs, attending hearings or engaging in client representation of any type, which is also applicable to other clients.

2.5.4 Exceptional non-routine office overhead expenses must be expressly defined in the Agreement or an Amendment hereto and approved by SBBC before being incurred.

2.5.5 SBBC shall not pay travel reimbursement (such as mileage or tolls).

2.6 **Invoices**. FIRM shall bill SBBC monthly via SBBC's Thomson Reuters Legal Tracker e-billing system (f/k/a Serengeti) or other SBBC e-billing system as designated by SBBC's General Counsel. FIRM shall ensure that eEach statement for fees and costs shall be in a format that includes, at a minimum, the following information:

2.6.1 Matter name and number, if applicable, or other legal matter reference.

2.6.2 Invoice number for the particular bill.

2.6.3 Inclusive dates of the month covered by the invoice.

2.6.4 Itemization of the hours billed; a concise meaningful description of the services rendered, with sufficient detail to enable SBBC to evaluate the services rendered and costs; the person(s) who performed the services for each entry being billed; and their hourly rate as specified herein; no block billing.

2.6.5 A listing of all invoiced costs to be reimbursed pursuant to section 2.05 above. Invoiced costs must be accompanied by copies of actual receipts. The total amount invoiced will only reflect the current bill. Prior balances or payment history should be shown separately, if at all. Any other information as may be requested by SBBC's General Counsel.

2.6.6 All invoices shall be reviewed and approved by the Office of the General Counsel prior to payment being issued.

2.7 **Inspection of FIRM's Records by SBBC**. FIRM 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 (hereafter "Records"). All FIRM'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'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 any and all invoices, billings, payments, and claims submitted by FIRM or any of FIRM's payees pursuant to this Agreement. FIRM's Records subject to examination include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. FIRM's Records subject to this section include any and all documents pertinent to the evaluation, analysis, verification, and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

2.7.1 FIRM's Records Defined. For the purposes of this Agreement, the term "FIRM's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

2.7.2 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 FIRM'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 FIRM pursuant to this Agreement.

2.7.3 Notice of Inspection. SBBC's agent or its authorized representative shall provide FIRM reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

2.7.4 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to FIRM'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.

2.7.5 Failure to Permit Inspection. Failure by FIRM to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any FIRM's claims for payment by SBBC.

2.7.6 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by FIRM in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by FIRM. If the audit discloses billings or charges to which FIRM is not contractually entitled, FIRM shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.7.7 Inspector General Audits. FIRM 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: | General Counsel for the School Board<br>The School Board of Broward County, Florida<br>600 Southeast Third Avenue, 11th Floor<br>Fort Lauderdale, Florida 33301 |
| To FIRM: | Anastasia Protopapadakis, Esq., Shareholder<br>GrayRobinson, P.A.<br>401 East Las Olas Blvd., Suite 1000<br>Fort Lauderdale, Florida 33301 |

2.9 **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.

2.10 **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.

2.11 **Background Screening.** FIRM 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 FIRM'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 FIRM or its personnel providing any services under this Agreement. FIRM 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 FIRM and its personnel. The parties agree that the failure of FIRM 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 FIRM to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. FIRM 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 FIRM'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.

2.12 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. FIRM 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, FIRM 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. FIRM 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 FIRM does not transfer the public records to SBBC. Upon completion of the Agreement, FIRM shall transfer, at no cost, to SBBC all public records in possession of FIRM or keep and maintain public records required by SBBC to perform the services required under the Agreement. If FIRM transfers all public records to SBBC upon completion of the Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If FIRM keeps and maintains public records upon completion of the Agreement, FIRM 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.**

2.13 **Insurance Requirements.** FIRM shall maintain professional liability insurance throughout the term of this Agreement. Upon request by SBBC or its agent or authorized representative, FIRM shall provide SBBC with a copy of its current certificate of insurance.

2.14 **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.

2.15 **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 **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.

2.17 **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.

## 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.

**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:

Kathelyn Jacques-Adams
Digitally signed by Kathelyn Jacques-Adams
Date: 2026.03.09 13:36:26 -04'00'

Note: Gray Robinson, P.A. - Special Counsel

_____
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR FIRM:**

(Corporate Seal)

**GRAY ROBINSON, P.A.**

ATTEST:

By: _____

Print Name: Anastasia Protopapadakis

Title: shareholder, Gray Robinson, P.A.

Witness Signature

Print Name: Steven Bruno

Date: 3/9/26

Witness Signature

Print Name: Dannice Macy

**The Following Notarization is Required for Every Agreement Without Regard to Whether the FIRM 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 7/9/2026 (*date*) by Ulysses Davis (*name of officer or agent, title of officer or agent*) of Anastasia Protopapadakis (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced Driver license (*type of identification*) as identification and who did first take an oath this 9 day of March 2026.

My Commission Expires: 05/27/2029

_____
Signature – Notary Public

(SEAL)

Notary Public State of Florida
Ulysses Davis
My Commission HH 679897
Expires 5/27/2029

Ulysses Davis
Printed Name of Notary

679897
Notary's Commission No.

Status: ADDED ITEM

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | GG. General Counsel |
| **DEPARTMENT:** | General Counsel |

| | |
|---|---|
| Agenda Item Number: | GG-3. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**Special Counsel Services Agreement – Ruiz Trial Law, PLLC**
**ADDED**

**REQUESTED ACTION:**

**Approve the Special Counsel Services Agreement between The School Board of Broward County, Florida (SBBC) and Ruiz Trial Law, PLLC. 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 and Rationale, please see the Executive Summary.

**EXHIBITS:**

- Executive Summary
- Agreement

**FINANCIAL IMPACT:**

The financial impact of this Agreement is undetermined at this time, as costs will depend on the nature and volume of legal services required. 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 Mar 9, 2026

Electronic Signature

Approved in Open Board Meeting On: March 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**

Special Counsel Services Agreement – Ruiz Trial Law, PLLC

**Board Meeting Date:** March 10, 2026

**Requested Action:** Approve the Special Counsel Services Agreement between The School Board of Broward County, Florida (SBBC) and Ruiz Trial law, PLLC.

**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":** Ruiz Trial Law, PLLC will provide legal services to SBBC pursuant to the Special Counsel Services Agreement.

**- If the School Board votes "No":** Ruiz Trial Law, PLLC would not continue to represent SBBC, and the SBBC would be required to seek alternative legal counsel, which could result in higher market rates or less specialized experience.

**Background/History**

Ruiz Trial Law, PLLC ("the Firm") provides ongoing legal services to SBBC in connection with areas of labor, employment, and any and all transactional matters including, but not limited to, contracts, policies, and other documents.

The Interim General Counsel negotiated the proposed billing rates with Ruiz Trial Law, PLLC with careful consideration of the SBBC's current financial condition, ensuring continued access to specialized legal services while remaining mindful of fiscal stewardship.

**Alignment to 2027 Goals and Guardrails:**

Business Operations

**Measurable Outcome(s)/Return on Investment:**

Approval of this Agreement ensures continuity of specialized legal representation at negotiated rates, supporting effective risk management, timely legal guidance, and avoidance of higher market-rate costs that could result from engaging alternative counsel. The return on investment is realized through cost-conscious access to experienced counsel, operational continuity, and mitigation of potential legal exposure.

**Financial Impact, Funding Source & Budget Status:**
The financial impact of this Agreement is undetermined at this time, as costs will depend on the nature and volume of legal services required. The General Counsel will continue to manage and monitor expenditures with careful consideration of SBBC's financial responsibilities, ensuring services are utilized efficiently and in a cost-conscious manner. Funding for services provided under this Agreement will be paid from the General Counsel's Department Budget.

| ACTION | DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT | TERM (months) |
|---|---|---|---|---|---|
| Original spending authority request | 3-10-26 | Yes | General Counsel's budget | N/A | 24 |
| 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 | 24 |

**Multi-year agreement:** Yes

**Procurement Method:** N/A

**Impact on Schools:** Pursuant to Rule 6A- 1.012(11), Florida Administrative Code, the requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., the purchase by district school boards of professional services which shall include, without limitation legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services.

**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

**SPECIAL COUNSEL SERVICES AGREEMENT**

**THIS SPECIAL COUNSEL SERVICES AGREEMENT** (the "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

**RUIZ TRIAL LAW, PLLC**
(hereinafter referred to as "FIRM"),
whose principal place of business is
9100 South Dadeland Boulevard, Suite 1500, Miami, Florida 33156

## RECITALS

A. **WHEREAS**, SBBC desires to retain the FIRM and the FIRM desires to be retained by SBBC, to provide legal services from time to time in the practice areas of labor, employment, and any and all transactional matters including, but not limited to, contracts, policies, and other documents.

B. **WHEREAS**, the FIRM represents that it has sufficient experience to provide competent and professional legal representation to SBBC in connection with such areas of practice.

**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 March 9, 2028, unless terminated earlier

pursuant to section 3.05 of this Agreement. The term of this Agreement may, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, be extended for one (1) additional addional two (2) year period.

2.2 **Duties of Firm**. FIRM shall perform such legal services and provide representation as may be reasonably necessary to assist SBBC in the practice areas of labor, employment, any and all transactional matters including, but not limited to, contracts, policies, and other documents. FIRM's work shall be directed by SBBC's General Counsel. Services may include, but not necessarily be limited to, attendance at trials, meetings and hearings, consultation, drafting of motions, pleadings, discovery, memorandums, legal review and update of legal documents, contracts, policies, and other documents, legal research, and other matters as directed by SBBC's General Counsel. Attorney Fabian A. Ruiz shall be the primary point of contact and primary provider of legal services under this Agreement.

2.3 **Conflicts of Interest**. FIRM attests that it presently represents no other client that presents or will present a conflict of interest with SBBC. If FIRM becomes aware of a conflict between the interests of any of the FIRM's other present or future clients and the interests of SBBC, FIRM shall promptly notify SBBC. The parties agree that any potential conflicts on individual matters will be raised and addressed on a matter by matter basis.

2.4 **Compensation-Fees.** SBBC shall be billed for professional services under this Agreement at the following hourly rates:

2.4.1 Two Hundred and Twenty-Five Dollars and 00/100 Cents ($225.00) per hour for services rendered a partner of FIRM selected by SBBC's General Counsel or designee, for all matters; and

2.4.2 One Hundred and Twenty-Five Dollars and 00/100 Cents ($125.00) per hour for services rendered an attorney associate of FIRM selected by SBBC's General Counsel or designee, for all matters; and

2.4.3 Seventy-Five Dollars and 00/100 Cents ($75.00) per hour for services rendered a paralegal of FIRM selected by SBBC's General Counsel or designee, for all matters.

2.5 **Compensation-Costs**. The FIRM shall bill SBBC, for the following costs:

2.5.1 Reimbursement of costs of such items as exhibits, transcripts and witness fees require prior authorization by SBBC's General Counsel and shall be reimbursed based upon documented third-party vendor charges. SBBC shall not pay for FIRM surcharges added to third-party vendor charges.

2.5.2 Non-routine office overhead expenses such as courier services, bulk third-party copying, photographs and computer-assisted legal research services must be justified to SBBC and shall be reimbursed based on documented third-party vendor charges. In-house bulk copying expenses must be justified to SBBC, must be supported by usage logs or similar documentation and will be reimbursed at Fifteen Cents ($0.15) per page. FIRM

shall endeavor to utilize the facilities of SBBC for bulk third-party copying and similar non-routine overhead prior to obtaining in-house or third-party services.

2.5.3 FIRM shall only bill SBBC for a proportionate share of legal research costs, attending hearings or engaging in client representation of any type, which is also applicable to other clients.

2.5.4 Exceptional non-routine office overhead expenses must be expressly defined in the Agreement or an Amendment hereto and approved by SBBC before being incurred.

2.5.5 SBBC shall not pay travel reimbursement (such as mileage or tolls).

2.6 **Invoices**. FIRM shall bill SBBC monthly via SBBC's Thomson Reuters Legal Tracker e-billing system (f/k/a Serengeti) or other SBBC e-billing system as designated by SBBC's General Counsel. FIRM shall ensure that eEach statement for fees and costs shall be in a format that includes, at a minimum, the following information:

2.6.1 Matter name and number, if applicable, or other legal matter reference.

2.6.2 Invoice number for the particular bill.

2.6.3 Inclusive dates of the month covered by the invoice.

2.6.4 Itemization of the hours billed; a concise meaningful description of the services rendered, with sufficient detail to enable SBBC to evaluate the services rendered and costs; the person(s) who performed the services for each entry being billed; and their hourly rate as specified herein; no block billing.

2.6.5 A listing of all invoiced costs to be reimbursed pursuant to section 2.05 above. Invoiced costs must be accompanied by copies of actual receipts. The total amount invoiced will only reflect the current bill. Prior balances or payment history should be shown separately, if at all. Any other information as may be requested by SBBC's General Counsel.

2.6.6 All invoices shall be reviewed and approved by the Office of the General Counsel prior to payment being issued.

2.7 **Inspection of FIRM's Records by SBBC**. FIRM 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 (hereafter "Records"). All FIRM'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'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 any and all invoices, billings, payments, and claims submitted by FIRM or any of FIRM's payees pursuant to this Agreement. FIRM's Records subject to examination include,

without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. FIRM's Records subject to this section include any and all documents pertinent to the evaluation, analysis, verification, and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

2.7.1 FIRM's Records Defined. For the purposes of this Agreement, the term "FIRM's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

2.7.2 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 FIRM'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 FIRM pursuant to this Agreement.

2.7.3 Notice of Inspection. SBBC's agent or its authorized representative shall provide FIRM reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

2.7.4 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to FIRM'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.

2.7.5 Failure to Permit Inspection. Failure by FIRM to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any FIRM's claims for payment by SBBC.

2.7.6 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by FIRM in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by FIRM. If the audit discloses billings or charges to which FIRM is not contractually entitled, FIRM shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.7.7 Inspector General Audits. FIRM 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:
General Counsel for the School Board
The School Board of Broward County, Florida
600 Southeast Third Avenue, 11th Floor
Fort Lauderdale, Florida 33301

To FIRM:
Fabian A. Ruiz, Esq.
Ruiz Trial Law, PLLC
9100 South Dadeland Boulevard, Suite 1500
Miami, Florida 33156

2.9 **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.

2.10 **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.

2.11 **Background Screening.** FIRM 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 FIRM'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 FIRM or its personnel providing any services under this Agreement. FIRM 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 FIRM and its personnel. The parties agree that the failure of FIRM 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 FIRM to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. FIRM 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 FIRM'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.

2.12 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. FIRM 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, FIRM 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. FIRM 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 FIRM does not transfer the public records to SBBC. Upon completion of the Agreement, FIRM shall transfer, at no cost, to SBBC all public records in possession of FIRM or keep and maintain public records required by SBBC to perform the services required under the Agreement. If FIRM transfers all public records to SBBC upon completion of the Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon completion of the Agreement, FIRM 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.**

2.13 **Insurance Requirements.** FIRM shall maintain professional liability insurance throughout the term of this Agreement. Upon request by SBBC or its agent or authorized representative, FIRM shall provide SBBC with a copy of its current certificate of insurance.

2.14 **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.

2.15 **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 **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.

2.17 **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.

## 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.

**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:

Kathelyn Jacques-Adams
Digitally signed by Kathelyn Jacques-Adams
Date: 2026.03.07 14:31:28 -05'00'

Note: Ruiz Trial Law, PLLC - Special Counsel

_____
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR FIRM:**

(Corporate Seal)

**RUIZ TRIAL LAW, PLLC**

ATTEST:

By: _____

Witness Signature

Print Name: Mitzi Alvarez

Print Name: Fabian A. Ruiz, Esq.

Title: Attorney

Witness Signature

Print Name: Maria-Elisa Ruiz

Date: 3/6/25

**The Following Notarization is Required for Every Agreement Without Regard to Whether the FIRM 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 6th of March, 2026 (*date*) by FABIAN A RUIZ (*name of officer or agent, title of officer or agent*) of Ruiz Trial Law, PLLC (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced Florida Drivers License (*type of identification*) as identification and who did first take an oath this 6th day of March 2026.

My Commission Expires: August 21, 2028

Signature – Notary Public

(SEAL)

LUIS ALFONSO
Notary Public - State of Florida
Commission # HH 585674
My Comm. Expires Aug 21, 2028

Luis Alfonso

Printed Name of Notary

HH 585674

Notary's Commission No.

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | 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 #3 - Coral Springs MS (Provide Fire Sprinkler) P.000441**

**REQUESTED ACTION:**

**Approve Change Order #3 granting 237 additional calendar days. 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 |
| 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 Feb 23,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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 #3
West Construction, Inc.
Song & Associates, Inc.
Coral Springs Middle School, Coral Springs
Fire Sprinkler Protection
Project No. P.000441
ITB FY22-237

**MASTER PROJECT SUMMARY**

**Total Project Budget**

| | | |
|---|---|---|
| **Original D.E.F.P. Budget:** | **$** | **1,687,223** |
| Approved Add. Funding: (JJ-22, 04/19/22) | $ | 42,218 |
| New Funding Request: | $ | 0 |
| **Current Revised Budget:** | **$** | **1,729,441** |

**Total Project Schedule Summary**

-Notice to Proceed: 07/05/2022

-Current Projected Substantial Completion Date: 11/30/2026

-Current Projected Final Completion Date: 01/29/2027

**Change Order Analysis**

| | |
|---|---|
| Consultant Error | 0.00% |
| Consultant Omission | 0.00% |
| Owner's Request | 0.00% |
| Unforeseen | 0.00% |
| Tax Savings from DOP | 0.00% |
| **Total** | **0.00%** |

**Board Meeting Date: March 10, 2026**

**Recommended Action**
Approve Change Order #3 which includes 237 days.

**District-zone Impact:** District 4

**Impact if the Board Voted Yes or No:**
**-If the Board votes "Yes":** The Contractor will be granted 237 days of delays that were beyond its control.
**-If the Board votes "No":** The Contractor will be unfairly assessed for delays and subject to possible liquidated damages.

**Construction Contract Summary:**

| | | | |
|---|---|---|---|
| ORIGINAL BASE CONTRACT: | $ | 1,214,208.00 | 259 Days |
| DIRECT OWNER PURCHASE(S): | $ | (99,061.15) | 0 Days |
| PREVIOUSLY APPROVED CO'S: | $ | 0.00 | 781 Days |
| CURRENT CO REQUEST: | $ | 0.00 | 237 Days |
| **CURRENT REVISED CONTRACT:** | $ | **1,115,146.85** | **1,277 Days** |

**Status of Work:**
The construction phase is 95% complete. The project is expected to achieve Substantial Completion by November 30, 2026, and Final Completion by January 29, 2027. This is not the final change order for this Project.

**Background/History**
The scope of work for the project includes the installation of a fire sprinkler protection system in Building 1.

**Change Order Items:**
**Item #1 – (COI #5) Time Extension Request Due to Engineering Permit Delay:** This time extension request results from prolonged issues associated with the civil permit. The permit expired in September 2022, and although the original architect, ACAI Associates, continued coordinating with the City of Coral Springs to address outstanding comments, the firm ceased operations in early Spring 2024. Although a new architect was subsequently retained in Fall 2024, the result was an additional impact to the project's critical path. The permit was ultimately approved and issued in June 2025. (Unforeseen – $0.00; Add 237 Days)

**Action Plan:**
This change order has been reviewed for entitlement by AECOM. The above-referenced Change Order Item, COI #5, received a recommendation 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 # 05

| | | | |
|---|---|---|---|
| Facility Name: | Coral Springs Middle School | Date: | 01.16.2026 |
| Project Name: | Coral Springs MS - Provide Fire Sprinkler | Project # | P.000441 |
| Location No: | 2561 | | |
| Contractor: | WEST CONSTRUCTION, INC.<br>820 N 4TH ST<br>LANTANA,FL 33462 | Reference Letter Dated: | |

Description of Change:
Time extension request

Attachments: _____

Reason For Change:
Impact from Engineering Permit Delay.

Summary:
Total Credits and/or Added Costs: Add: $0.00
Deduct:
The Contract Time will remain unchanged. 237 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 |
|---|---|---|
| Edgar Paniagua 01.29.2026 | Angel Olivera 01.29.2026 | Chris Schiappa 01.30.2026 |
| Project Consultant's Signature Date | Contractor's Signature Date | Facilities Project Manager Date |
| Edgar Paniagua | Angel Olivera | Chris Schiappa |
| Project Consultant's Typed Name | Contractor's Typed Name | Facilities Project Manager's Typed Name |
| SONG & ASSOCIATES, INC. | 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.000441, Coral Springs MS

Reference: PCO #05

December 23, 2025

Delivering a better world

## Quality information

| Prepared by | Checked by | Verified by | Approved by |
|---|---|---|---|
| Ibrahim Haider<br>Project Controls Analyst | Clay McKenna<br>Area Program Controls Manager | | |

## Revision History

| Revision | Revision date | Details |
|---|---|---|
| 00 | 23-Dec-25 | Original Version |

# 1. Project Information

| Project Details | |
|---|---|
| Owner: | Broward County Public School District |
| Project Number: | P.000441 |
| School: | Coral Springs Middle School |
| Contractor: | West Construction, Inc. |
| Architect/Engineer (A/E): | ACAI Associates, Inc. |
| **Contract Details** | |
| Scope of Work: | Installation of fire sprinkler protection throughout Building 1 including modifications to fire alarm system as required, etc. |
| Project NTP Date: | 5-Jul-22 |
| Period of Performance: | 259 Calendar Days |
| Original SC Date: | 20-Mar-23 |
| Approved Time Extensions: | 781 Calendar Days |
| Current SC Date: | 8-May-25 |
| **Time Impact Analysis (TIA) Details** | |
| TIA Subject: | CPCO/CUD 04 - Civil Permit Delay |
| Date Submitted by Contractor: | 5-Nov-25 |
| **Recommendation** | |
| Acceptance/Rejection: | Accepted |

**Table 1 Project Information**

# 2. Executive Summary

## 2.1 PCO #05

The Contractor submitted PCO #05 on 05-Nov-25 requesting an extension of 289 days to the current SC date of 08-May-25. The delay identified under PCO-04 relates to the approval of Engineering permit from City of Coral Springs, previously reviewed under PCO-02 and 04.

At the time PCO-04 was reviewed, the Engineering permit had not yet been approved. Consequently, the Analyst applied a provisional date of 30-Aug-24 as the anticipated date for the Contractor to obtain permit clearance. However, the City of Coral Springs issued Engineering permit clearance on 19-Mar-25, and the Right of Way was achieved on 23-Jun-25. As of the date of this review, the Contractor has completed the Fire Protection work and is pending inspection. The Analyst in coordination with the Project Manager anticipates that the Contractor will achieve final inspection on 24-Jan-26. No new detailed delay analysis has been performed for PCO-05; instead, the Analyst relies upon the analysis previously completed under PCO-04, adjusting only the duration of the Fire Protection delay.

Accordingly, the Analyst recommends granting an excusable, non-compensable time extension of 237 days to the current SC date. Since the previous analysis categorized the delay as an unforeseen condition, the responsibility for the delay remains unchanged and continues to be classified as an unforeseen delay.

## 2.2 Analyst Recommendation

The Analyst reviewed the TIA submitted with PCO #05 along with project records and previously completed TIA under PCO-04 and recommends,

- Granting an excusable, non-compensable time extension of **237** days to the Substantial Completion (SC) date;
- Adjusting Final Completion (FC) to 30 days following SC
- Not granting compensation for General Conditions.

The breakdown of responsibility for this time extension is as follows:

| Delay Event | Days | Responsibility |
|---|---|---|
| PCO #05 Engineering Permit Delay | 237 | Unforeseen |

**Note: Please refer to previous Analysis for PCO-04 for detailed Justification, Quantitative Analysis and responsibility matrix.**

# 3. Previous Analysis:

## 3.1 PCO #4

The Contractor resubmitted revised PCO #4 on 21-Apr-25, requesting an additional 489 days be added to the contract through Substantial Completion (SC). This PCO alleges that delays associated with pending Civil Permit have delayed the project. This issue, ongoing since 22-Sep-22, has shifted the critical path, with substantial completion now expected on 29-Jun-25, which is 479 days after the Contractor's pre impact Substantial Completion date.

## 3.2 Analyst Recommendation

The Analyst reviewed the TIA submitted with PCO #4 along with project records and conducted an independent TIA.

- Granting an excusable, non-compensable time extension of 302 days to the Substantial Completion (SC) date;
- Adjusting Final Completion (FC) to 30 days following SC;
- Not granting compensation for General Conditions.

The breakdown of responsibility for this time extension is as follows:

| Delay Event | Days | Responsibility |
|---|---|---|
| PCO #4 Civil Permit Delays | 302 | Unforeseen |

### 3.3 Justification for Recommendation

- The Civil Permit expired on 22-Sep-22. According to the Project Manager, the permit was delayed due to pending responses from the Architect/Engineer (AE) to the City of Coral Springs' comments. Since the original AE went out of business, BCPS initiated the process to replace them. A new AE is now active on the project, but the permit remains pending.
- The Contractor was previously granted a 439-day time extension for Civil Permit delays under PCO-2, based on the assumption that the permit would be renewed by August 31, 2024. That assumption was made in July 2024. The permit renewal is now projected to be delayed by an additional 302 days, resulting in a corresponding 302-day impact to the projected substantial completion. This additional delay is attributed to the original AE (unforeseen).
- The Civil Permit issue is still ongoing, and once it is fully resolved, this TIA should be revisited to provide a more accurate assessment of the delay duration resulting from the permit delay.

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 a 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.

# 4. Background & Submission

## 4.1 Project Background

1. NTP was issued on 5-Jul-22. The Contract duration was 259 CDs from NTP to SC, and an additional 30 CDs from SC to Final Completion (FC), 289 CDs total. The scope of work includes Installation of fire sprinkler protection throughout Building 1 including modifications to fire alarm system as required, etc.
2. A 479-day time extensions have been granted on the project for delays associated with PCO #2 Riser Piping Conflict (RFI-1 and RFI-2), Shop Drawings Review Delay, and Civil Permit Delays to date.

## 4.2 Delay Timeline

1. Expired Civil Permit
   - The Civil Permit has been expired since 22-Sep-22. the permit is pending AE response to City of Coral Springs comments, but since the original AE went out of business, BCPS initiated the process to replace them. A new AE is now active on the project, but the permit remains pending and projected to be completed on 29-Jun-25.

### 4.3 Summary of Contractor's TIA

2. The Contractor has not provided a pre-impact schedule.
3. The Contractor provided a modified January 2025 schedule update as the impacted schedule, integrating additional fragnet activities to depict the delays attributed to the delay events. There is a huge gap between when the delay started and impacted schedule data date and there are several other delays during this period including Contractor's delays which makes this analysis unacceptable.
4. The Contractor's TIA narrative is minimal and lacks full timeline explanation and supporting documentation.

### 4.4 Files Reviewed

1. 05.18.2023_FollowUpEmail_CSMS_SiteWork_Process_Number
2. 01250c Proposal Worksheet Detail Sht
3. 01250d Proposal Worksheet Summary - Time Ext
4. AECOM Estimate for P.000441 - PCO# 04
5. approved.extension.request.5.21.19
6. City Of Coral Springs_02.13.25
7. City_of_Coral Springs_TimeExtension_letter_A.E_08.18.2020_expired
8. CSMS_FS_P.000441._TIA
9. FW_ Coral Springs Middle School _ Site Work Pro..._02
10. NOPID_CSMS_FS_P.000441.
11. P.000441 Schedule Update_Jan. 2025_rev.1_2.13.25
12. P.00441 CSMS Civil Permit Extension 2019-2020
13. P.00441 CSMS Civil Permit Form 2020
14. PCO-00004 - CPCOCUD 04 - Civil Permit Delay - 1250b
15. PCO-00004 - CPCOCUD 04 - Civil Permit Delay

# 5. Analysis

### 5.1 Quantitative

1. As the Analyst was not able to validate the TIA provided by the Contractor, an independent TIA was performed.
2. The Contractor has not submitted a pre-impact schedule. The Analyst chose the last impacted schedule from previous TIA analysis (PCO-2) as the pre-impact schedule. The Substantial Completion date in this schedule update is 11-Feb-22, with an assumption of civil permits would be renewed by August 31, 2024.
3. To develop the Impacted schedule, the following change was to reflect the additional delay impacts associated with the permit:
4. **Step 1: Fire sprinkler design shop drawings Contractor submission delay No 1**: According to the baseline shop drawings were due on 11-Aug-22 while they were still in progress until 14-Sep-22 when Contractor submitted RFI-1 for clarification. This resulted in 34 days of delay to substantial completion which is now projected to complete on 24-Apr-23 and it is Contractor's responsibility.

| Task ID | Task Name | Pre Impact Duration | Revised Duration | Baseline Finish | Revised Finish |
|---|---|---|---|---|---|
| 4 | Coral Springs Bldg Dept Permit Delay | 275 | 577 | 31-Aug-24 | 29-Jun-25 |

**Table 2 Duration changes to reflect Fire sprinkler design shop drawings Contractor submission delay No 1**

5. This duration change impacted the Substantial Completion date by an additional 302 days, moving it to 10-Dec-25, and categorizing the delay as the original AE's responsibility (unforeseen).

### 5.2 Responsibility Matrix

| Window | Contractor | Owner | AE | Unforeseen | Net Impact | Delay Event |
|---|---|---|---|---|---|---|
| 6 | 0 | 0 | 0 | 302 | 302 | Permit Delay |
| Total | 0 | 0 | 0 | 302 | 302 | |

**Table 6 Matrix**

# 6. 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 "unimpacted 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.

# 7. 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.

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** | | | | **$ -** | **479** | **0.00%** | | | | | |
| P.000441 | Coral Springs MS - Provide Fire Sprinklers | 1 | 01.22.2025 | $ - | 479 | 0.00% | West Construction, Inc. | | This change order is to address additional delays caused by design revisions and approval, securing building department permits, and the renewal of utility and civil permits. These delays in procuring permits and finalizing revisions to the design altered the critical path of the project. (Unforeseen – 32 Days) (Owner Requests - 8 Days) (Consultant Omission - 439 Days) | $ 1,214,208.00 | 07.05.2022 |
| **Change Order: 2** | | | | **$ -** | **302** | **0.00%** | | | | | |
| P.000441 | Coral Springs MS - Provide Fire Sprinklers | 4 | 07.22.2025 | $ - | 302 | 0.00% | West Construction, Inc. | Unforeseen | This change order is to address additional delays caused by the expiration of the civil permit and subsequent delays in renewal. These delays in procuring permits altered the critical path of the project. | $ 1,214,208.00 | 07.05.2022 |
| **Change Order: 3** | | | | **$ -** | **237** | **0.00%** | | | | | |
| P.000441 | Coral Springs MS - Provide Fire Sprinklers | 5 | Pending Board Approval 03.10.2026 | $ - | 237 | 0.00% | West Construction, Inc. | Unforeseen | This time extension request results from prolonged issues associated with the civil permit. The permit expired in September 2022, and although the original architect, ACAI Associates, continued coordinating with the City of Coral Springs to address outstanding comments, the firm ceased operations in early Spring 2024. Although a new architect was subsequently retained in Fall 2024, the result was an additional impact to the project's critical path. The permit was ultimately approved and issued in June 2025. | $ 1,214,208.00 | 07.05.2022 |
| **Grand Totals:** | | | | **$ -** | **1,018** | **0.00%** | | | | | |

# COLLABORATION

## SIGN-OFF FORM

Title of Agenda Request Item: Change Order #3
WEST CONSTRUCTION, INC.
Coral Springs Middle School
P.000441

School Board Meeting: 03.10.2026

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 - 02/10/2026
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**

| | |
|---|---|
| 2026-03-10 | 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 #4 - Oriole ES, P.001970**

**REQUESTED ACTION:**

**Approve Change Order #4 granting 697 additional calendar days. 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
- 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 Feb 23,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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 #4
West Construction, Inc.
VIA Design Studio, LLC
Oriole Elementary School, Lauderdale Lakes
Project No. P.001970
ITB FY22-140

**MASTER PROJECT SUMMARY**

**Total Project Budget**

| | | |
|---|---|---|
| **Original D.E.F.P. Budget:** | **$** | **3,176,000** |
| Approved Add. Funding: (JJ-24, 11/09/21) | $ | 3,990,974 |
| New Funding Request: | $ | 0 |
| **Current Revised Budget:** | **$** | **7,166,974** |

**Total Project Schedule Summary**

-Notice to Proceed: 12/20/2021

-Current Projected Substantial Completion Date: 07/31/2026

-Current Projected Final Completion Date: 12/28/2026

**Change Order Analysis**

| | |
|---|---|
| Consultant Error | 0.00% |
| Consultant Omission | 0.12% |
| Owner's Request | -0.21% |
| Unforeseen | 4.91% |
| Tax Savings from DOP | 0.00% |
| **Total** | **4.82%** |

**Board Meeting Date: March 10, 2026**

**Recommended Action**

Approve Change Order #4 which includes 697 days.

**District-zone Impact:** District 5

**Impact if the Board Voted Yes or No:**

**-If the Board votes "Yes":** The Contractor will be granted 697 days of delays that were beyond its control.

**-If the Board votes "No":** The Contractor will be unfairly assessed for delays and subject to possible liquidated damages.

**Construction Contract Summary:**

| | | | |
|---|---|---|---|
| ORIGINAL BASE CONTRACT: | $ | 5,600,930.57 | 600 Days |
| DIRECT OWNER PURCHASE(S): | $ | (636,271.17) | 0 Days |
| PREVIOUSLY APPROVED CO'S: | $ | 269,819.22 | 201 Days |
| CURRENT CO REQUEST: | $ | 0.00 | 697 Days |
| **CURRENT REVISED CONTRACT:** | $ | **5,234,478.62** | **1,498 Days** |

**Status of Work:**

The construction phase is 94% 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 this project includes fire alarm, fire sprinklers, HVAC improvements, media center improvements and building envelope improvements.

**Change Order Items:**
**Item #1 – (COI #36) Request for Time Extension Due to Fire Alarm System Redesign:** Portable Buildings #4 and #99 were originally part of the fire alarm project scope. Subsequently, these buildings were condemned and scheduled for demolition by the SBBC. As a result, work was suspended to allow for a redesign accommodating the removal of these structures altering the critical path of the project. (Owner's Request – $0.00; Add 697 Days).

**Action Plan:**
This change order has been reviewed for entitlement by AECOM. The above-referenced Change Order Item, COI #36, received a recommendation 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 # 36

| | | | |
|---|---|---|---|
| Facility Name: | Oriole Elementary School | Date: | 01.08.2026 |
| Project Name: | Oriole ES - SMART Program Renovations | Project # | P.001970 |
| Location No: | 1831 | | |
| Contractor: | WEST CONSTRUCTION, INC.<br>820 N 4TH ST<br>LANTANA,FL 33462 | Reference Letter Dated: | |

Description of Change:
Fire alarm redesign due to demolition of two portable classrooms.

Attachments: _____

Reason For Change:
Portable buildings #4 and #99 were originally in the fire alarm scope of work, later the Portables were condemned and were scheduled for demolition by the SBBC. As a result, work was temporarily placed on hold pending a redesign to address the removal of the buildings.

Summary:
Total Credits and/or Added Costs: Add: $0.00
Deduct:
The Contract Time will be Increased by: 697 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 |
|---|---|---|
| Yohana Bello 02.06.2026 | Geoff Waite 02.06.2026 | Tim Gallerani 02.06.2026 |
| Project Consultant's Signature Date | Contractor's Signature Date | Facilities Project Manager Date |
| Yohana Bello | Geoff Waite | Tim Gallerani |
| Project Consultant's Typed Name | Contractor's Typed Name | Facilities Project Manager's Typed Name |
| VIA DESIGN STUDIO, LLC | 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.001790, Oriole Elementary School

Reference: PCO 36

December 22, 2025

Delivering a better world

## Quality information

| Prepared by | Checked by | Verified by | Approved by |
|---|---|---|---|
| Ibrahim Haider<br>Project Controls Analyst | Clay McKenna<br>Program Controls<br>Area Manager | | |

## Revision History

| Revision | Revision date | Details |
|---|---|---|
| 00 | 22-Dec-25 | Original Version |

# 1. Project Information

| Project Details | |
|---|---|
| Owner: | Broward County Public School District |
| Project Number: | P.001970 |
| School: | Oriole High School |
| Contractor: | West Construction, Inc |
| Architect/Engineer (A/E): | Via Design Studio, LLC |
| **Contract Details** | |
| Scope of Work: | The project scope includes roofing, electrical and mechanical work. |
| Project NTP Date: | 20-Dec-21 |
| Period of Performance: | 600 Calendar Days |
| Original SC Date: | 11-Aug-23 |
| Approved Time Extensions: | 254 CDs |
| Current SC Date: | 22-Apr-24 |
| **Time Impact Analysis (TIA) Details** | |
| TIA Subject: | PCO 36- Time Extension Request |
| Date Submitted by Contractor: | 23-Oct-25 |
| **Recommendation** | |
| Acceptance/Rejection: | Accepted |

**Table 1 Project Information**

# 2. Executive Summary

## 2.1 PCO #36

On 23-Oct-25, the Contractor submitted PCO #36, requesting an excusable extension of 752-day to the Substantial Completion (SC) date of 22-Apr-24. The Contractor asserts that the Owner directed the demolition of two portable buildings that included a complete Fire Alarm (FA) scope. The FA work in the portable buildings was interconnected with the FA systems in other buildings, which necessitated design revisions and additional FA work. These changes continue to impact the project, and the Contractor anticipates the delay will extend through 03-Feb-26.

The October 2025 Monthly Project Update shows Fire Alarm redesign in progress which will continue impacting the SC with the exact impact still unknown. In coordination with the Project Manager, the Analyst determines that the Contractor's forecasted date of 03-Feb-26 to get the redesign approved by the Building Department and complete the additional work is rational. This date serves as the provisional endpoint for assessing the potential schedule impact of the delay.

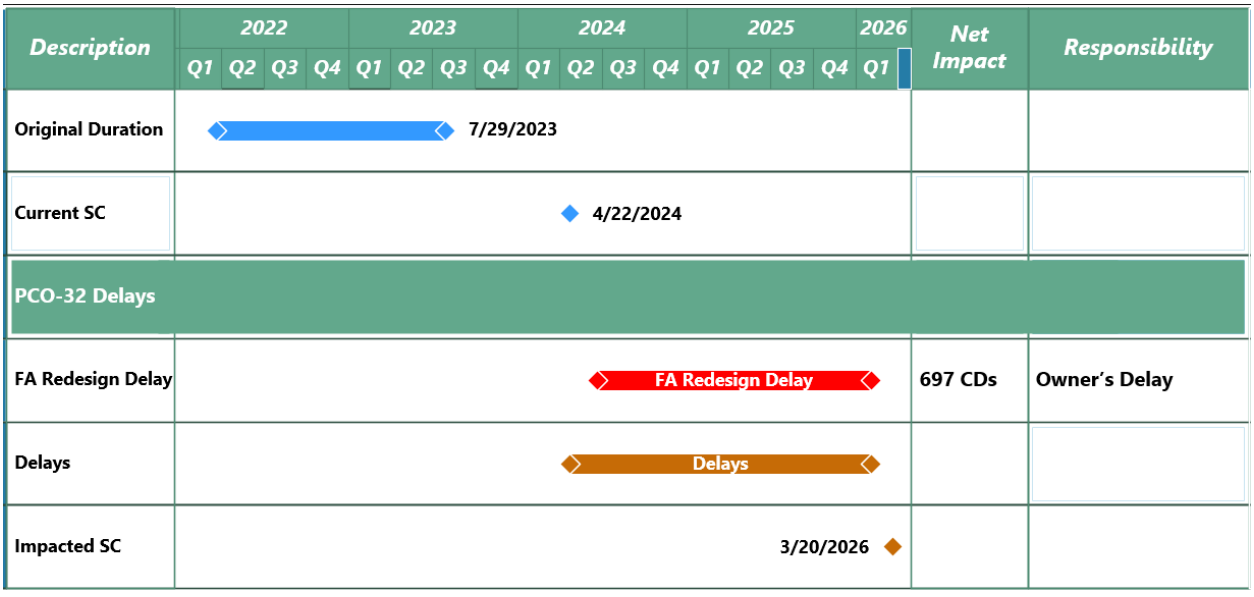
The Analyst recommends granting an excusable, non-compensable time extension of 697 days to the SC. The delays that continue impacting the SC are beyond the Contractor's control, resulted from an Owner's decision to demolish two portable buildings. The two buildings had FA system interconnected with the rest of the buildings in school and necessitated design revision and additional FA work.

## 2.2 Analyst Recommendation

The Analyst reviewed the TIA submitted with PCO #36 along with project records and conducted an independent TIA.

- Granting an excusable, non-compensable time extension of 697 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-36 Delays**




## 2.3 Justification for Recommendation

- On 27-Jun-24, the Contractor submitted RFI #94, requesting the AE to provide a new FA system design following the removal of the two portable classrooms for which the Contractor had already completed the FA scope. This redesign was the result of Owner's decision to demolish the two portable classrooms. The Contractor will submit the FA layout to the Building Department for review and approval. A conditional end date of 03-Feb-26 for the delay projects 697 days delays to the SC attributed to Owner.
- 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.

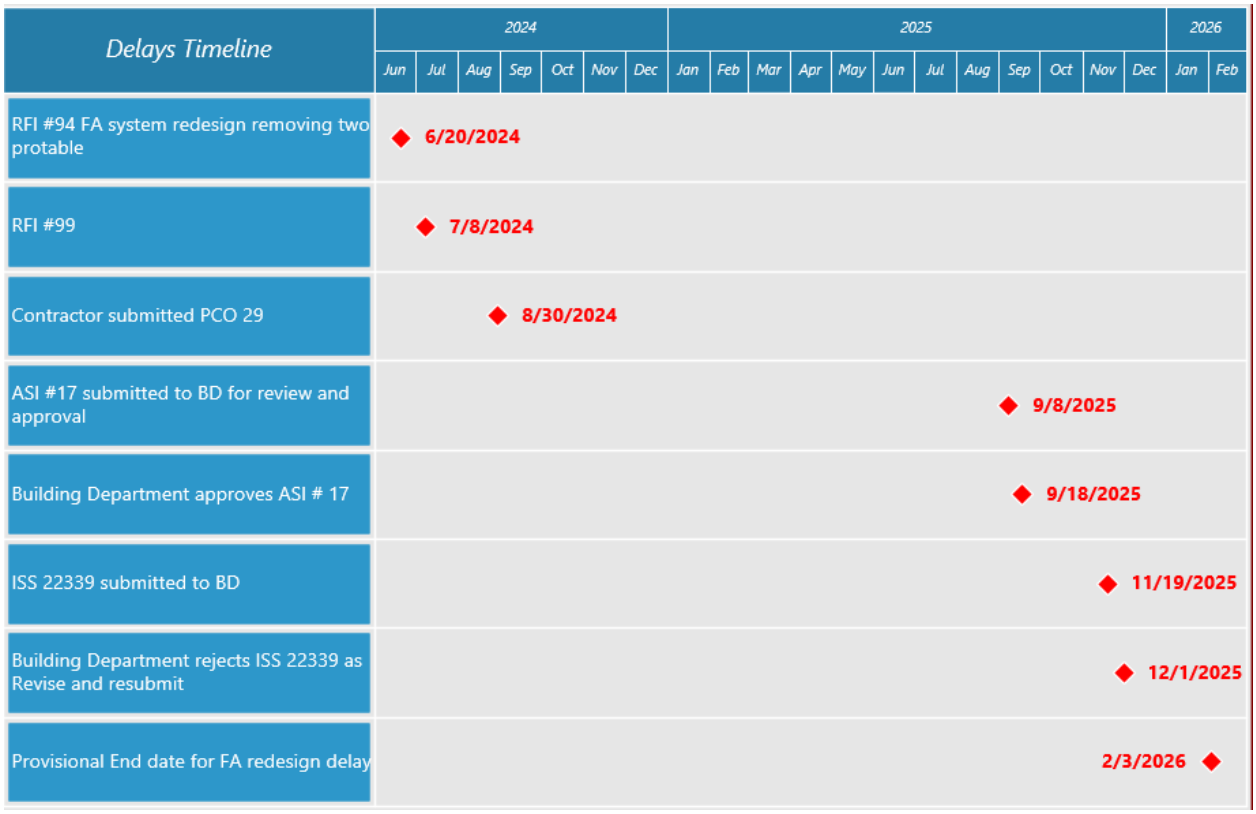
# 3. Background & Submission

## 3.1 Project Background

1. NTP was issued on 20-Dec-21. The Contract duration was 600 CDs from NTP to SC, and an additional 30 CDs from SC to Final Completion (FC), 630 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. The Contractor has been granted a previous extension of 254-day through PCO #18 and #22.

## 3.2 Delay Timeline

**Graph 2 – PCO-36 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 delay due to two portable classrooms demolition
3. The Contractor mentions the FA scope already completed in those buildings
4. The demolition of the two portable buildings resulted in redesign of FA system
5. The Contractor had not provided any evidence when the Owner decided to demolish the portables.
6. The Contractor has submitted July 2024 schedule update as a pre-impact schedule with a data date of 30-Jul-24 showing FA on a critical path.
7. The Contractor's pre-impact schedule shows SC delayed by 148 days without any explanation what caused the delays.
8. The post-impact schedule (data date: 30-Jul-24) indicates a projected Substantial Completion date of 20-Mar-26, representing a 752-day delay.
9. The Contractor has added a fragnet into their post-impact schedule without any predecessor and successor.

### 3.4 Files Reviewed

1. Narrative to Time Impact Analysis Fire Alarm Redesign
2. 00094 Fire Alarm Direction Markup – RESPONSE
3. 00115 - Fire Alarm - Bldg. 4 – RESPONSE
4. Oriole Schedule Update 7.31.2024 Impacted for FA Delay
5. Oriole Schedule Update 7.31.2024 Pre-Impacted for FA Delay
6. P.001970.Oriole ES.ASI 17 Demolition of the Fire Alarm System.Permitted
7. 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 July 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 June 2024 therefore; the Contractor should have selected the most recent update prior to the delay start date.
4. The Analyst therefore selected the May 2024 schedule update (data date: 31-May-24) as the pre-impact schedule to model the delays associated with FA system redesign due to Portable demolition.
5. The Contractor's post-impact schedule (data date: 30-Jul-24) shows delay fragnet "*Redesign of FA System due to Removal of Portables"* with no predecessor and successor.
6. The Contractor has a date constrain of Finish-No-Earlier than 03-Feb-26 on the added fragnet.
7. To evaluate the impact of the FA system redesign on Substantial Completion, the following activity was incorporated into the pre-impact schedule with a data date of 31-May-24.

**Table 2 - Delays due to FA system redesign**

| Task ID | Task Name | Duration | Predecessor | Successor |
|---|---|---|---|---|
| 304 | FA Redesign Delays | 697 days | 431 | 433 |

8. The duration of this fragnet was derived from the RFI #94 submission date and the provisioned finish date of the delay.
9. When the impacted schedule was rescheduled, the Substantial Completion reflected a 697-day delay due to FA system redesign. This delay has been categorized as Owner's responsibility.

### 4.2 Responsibility Matrix

| Contractor | Unforeseen | AE | Owner | Net Impact |
|---|---|---|---|---|
| 0 | 0 | 0 | 697 | 697 |

**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.
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# Appendix A

## A.1 Pre-impact May 2024 Update (DD: 31-May-24)

## A.2 Post-impact May 2024 Update (DD: 31-May-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 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Superintendent Letter CO** | | | | **$ (11,823.15)** | **0** | **-0.21%** | | | | | |
| P.001970 | Oriole ES - SMART Program Renovations | 14 | 12.08.2023 | $ (11,823.15) | 0 | -0.21% | West Construction, Inc. | Owner's Request | The conversion of the storage/workroom into media room scope was deemed not necessary. | $ 5,600,930.57 | 12.20.2021 |
| **Change Order: 1** | | | | **$ 211,085.00** | **82** | **3.77%** | | | | | |
| P.001970 | Oriole ES - SMART Program Renovations | 1 | 02.19.2025 | $ 211,085.00 | 82 | 3.77% | West Construction, Inc. | Unforeseen | During construction, it was discovered that the lightweight concrete had deteriorated over time. Based on engineering tests performed by two separate companies, it was determined the roof needed to be replaced. Therefore, the Contractor is to provide labor, material and equipment for the replacement of Lightweight Concrete in Building 1. | $ 5,600,930.57 | 12.20.2021 |
| **Change Order: 2** | | | | **$ 63,888.64** | **119** | **1.14%** | | | | | |
| P.001970 | Oriole ES - SMART Program Renovations | 8 | 06.14.2025 | $ 63,888.64 | 119 | 1.14% | West Construction, Inc. | Unforeseen | Upon inspection, it was discovered that the existing wood framing in the teacher's lounge had extensive termite damage and was not suitable for drywall installation. A change to scope was approved to replace the wall, however due to lack of swing space the Contractor was not allowed to start the work until summer break further impacting the critical path of the project. | $ 5,600,930.57 | 12.20.2021 |
| **Change Order: 3 (SCO)** | | | | **$ 6,668.73** | **0** | **0.12%** | | | | | |
| P.001970 | Oriole ES - SMART Program Renovations | 30 | 07.14.2025 | $ 6,668.73 | 0 | 0.12% | West Construction, Inc. | Consultant Omission | The electrical plans did not provide information for room 301A. ASI #3 allowed the installation of new lights, dedicated hand dryer circuit, and lights occupancy sensor. Provide labor and materials to furnish and install new lights, dedicated hand dryer circuit, and lights occupancy sensor in Room 301A. | $ 5,600,930.57 | 12.20.2021 |
| **Change Order: 4** | | | | **$ -** | **697** | **0.00%** | | | | | |
| P.001970 | Oriole ES - SMART Program Renovations | 36 | Pending Board Approval 04.07.26 | $ - | 697 | 0.00% | West Construction, Inc. | Owner's Request | | $ 5,600,930.57 | 12.20.2021 |
| **Grand Totals:** | | | | **$ 269,819.22** | **898** | **4.82%** | | | | | |

# COLLABORATION

## SIGN-OFF FORM

Title of Agenda Request Item: Change Order #4
WEST CONSTRUCTION, INC.
Oriole Elementary School
P.001970

School Board Meeting: 03.10.2026

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 - 02/13/2026
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**

| | |
|---|---|
| 2026-03-10 | 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 #5 - Sheridan Park ES, P.002071**

**REQUESTED ACTION:**

**Approve Change Order #5 granting 315 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 Feb 23,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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 #5
West Construction, Inc.
Song & Associates, Inc.
Sheridan Park Elementary School, Hollywood
SMART Program Renovations
Project No. P.002071
ITB FY21-162

## MASTER PROJECT SUMMARY

**Total Project Budget**

| | | |
|---|---|---|
| **Original D.E.F.P. Budget:** | **$** | **3,115,000** |
| Approved Add. Funding: (JJ-1,08/17/21) | $ | 998,906 |
| New Funding Request: | $ | 0.00 |
| **Current Revised Budget:** | **$** | **4,113,906** |

**Total Project Schedule Summary**

-Notice to Proceed: 09/28/2021

-Current Planned Substantial Completion Date: 03/31/2026

-Current Planned Final Completion Date: 08/28/2026

**Change Order Analysis**

| | |
|---|---|
| Consultant Error | 0.00% |
| Consultant Omission | 1.46% |
| Owner's Request | -0.94% |
| Unforeseen | 0.70% |
| Tax Savings from DOP | 0.00% |
| Total | 1.22% |

**Board Meeting Date: March 10, 2026**

**Recommended Action**

Approve Change Order #5 which includes 315 days.

**District-zone Impact**: District 1

**Impact if the Board Voted Yes or No**

**-If the Board votes "Yes":** The Contractor will be granted 315 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: | $ | 2,901,339.28 | 475 Days |
| DIRECT OWNER PURCHASE(S): | $ | (0.00) | 0 Days |
| PREVIOUSLY APPROVED CO'S: | $ | 35,257.25 | 583 Days |
| CURRENT CO REQUEST: | $ | 0.00 | 315 Days |
| **CURRENT REVISED CONTRACT:** | $ | **2,936,596.53** | **1,373 Days** |

**Status of Work**:

The construction phase is 96% complete. The project is expected to achieve Substantial Completion by March 31, 2026, and Final Completion by August 28, 2026. This is not the final change order for this Project.

**Background/History**
The scope of work for the project includes fire alarm, safety/security upgrades, electrical improvements, HVAC improvements, media center improvements, and building envelope improvements.

**Change Order Items:**
**Item #1 - (COI #20) Time Extension Request Due to Tamper Switch and Structural Joist Reinforcement Delays:** During a fire alarm inspection, a pre-existing, non-functional tamper switch that was intended to remain on the project site was discovered. Though the subsequent inspection was passed, remedying this issue required a change order, causing significant project delays. Additionally, the contractor reported an inconsistency where the reinforced joists in the field did not match those detailed in the construction plans. These two delays altered the critical path of the project. (Unforeseen - $0.00; Add 278 Days)(Consultant Error - $0.00; Add 37 Days)

**Action Plan:**
This change order has been reviewed for entitlement by AECOM. The above-referenced Change Order Items, COI #20, 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 # 20

| | | | |
|---|---|---|---|
| Facility Name: | Sheridan Park Elementary School | Date: | 11.20.2025 |
| Project Name: | Sheridan Park ES - SMART Program Renovations | Project # | P.002071 |
| Location No: | 1321 | | |
| Contractor: | WEST CONSTRUCTION, INC.<br>820 N 4TH ST<br>LANTANA,FL 33462 | Reference Letter Dated: | |

Description of Change:
Time Extension Request.

Attachments:

Reason For Change:
Delays occurred from an unforeseen wire-sizing issue impacting the new fire alarm system and and the installation of a mechanical unit due to required structural revisions for compliance. Time Impact Analysis recommends 278 days as Unforeseen and 37 days attributable to the Architect, totaling 315 days.

Summary:

| | | |
|---|---|---|
| Total Credits and/or Added Costs: | Add: | $0.00 |
| | Deduct: | |
| The Contract Time will remain unchanged. | | 315 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 |
|---|---|---|
| Edgar Paniagua 11.25.2025 | Cesar Morales 12.10.2025 | Felix Lubin 12.11.2025 |
| Project Consultant's Signature Date | Contractor's Signature Date | Facilities Project Manager Date |
| Edgar Paniagua | Cesar Morales | Felix Lubin |
| Project Consultant's Typed Name | Contractor's Typed Name | Facilities Project Manager's Typed Name |
| SONG & ASSOCIATES, INC. | 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
**See Above**

AECOM

Established 1915
BROWARD
County Public Schools

# Time Impact Analysis Review

Project: P.002071, Sheridan Park ES

Reference: PCO 20

November 14, 2025

Delivering a better world

## Quality information

| Prepared by | Checked by | Verified by | Approved by |
|---|---|---|---|
| Ibrahim Haider<br>Project Controls Analyst | Clay McKenna<br>Program Controls Area Manager | | |

## Revision History

| Revision | Revision date | Details |
|---|---|---|
| 00 | 14-Nov-25 | Original Version |

# 1. Project Information

| Project Details | |
|---|---|
| Owner: | Broward County Public School District |
| Project Number: | P.002071 |
| School: | Sheridan Park ES |
| Contractor: | West Construction, INC. |
| Architect/Engineer (A/E): | Song & Associates INC.. |
| **Contract Details** | |
| Scope of Work: | Building Envelope Improvements (Roof, Window, Ext Wall) HVAC improvements, and media center improvements and safety security upgrade |
| Project NTP Date: | 28-Sep-21 |
| Period of Performance: | 475 Calendar Days |
| Original SC Date: | 16-Jan-23 |
| Approved Time Extensions: | 586 Calendar Days |
| Current SC Date: | 10-Aug-23 |
| **Time Impact Analysis (TIA) Details** | |
| TIA Subject: | PCO-09 Time Extension Request |
| Date Submitted by Contractor: | 19-Aug-24 |
| **Recommendation** | |
| Acceptance/Rejection: | Accepted |

**Table 1 Project Information**

# 2. Executive Summary

## 2.1 PCO-20

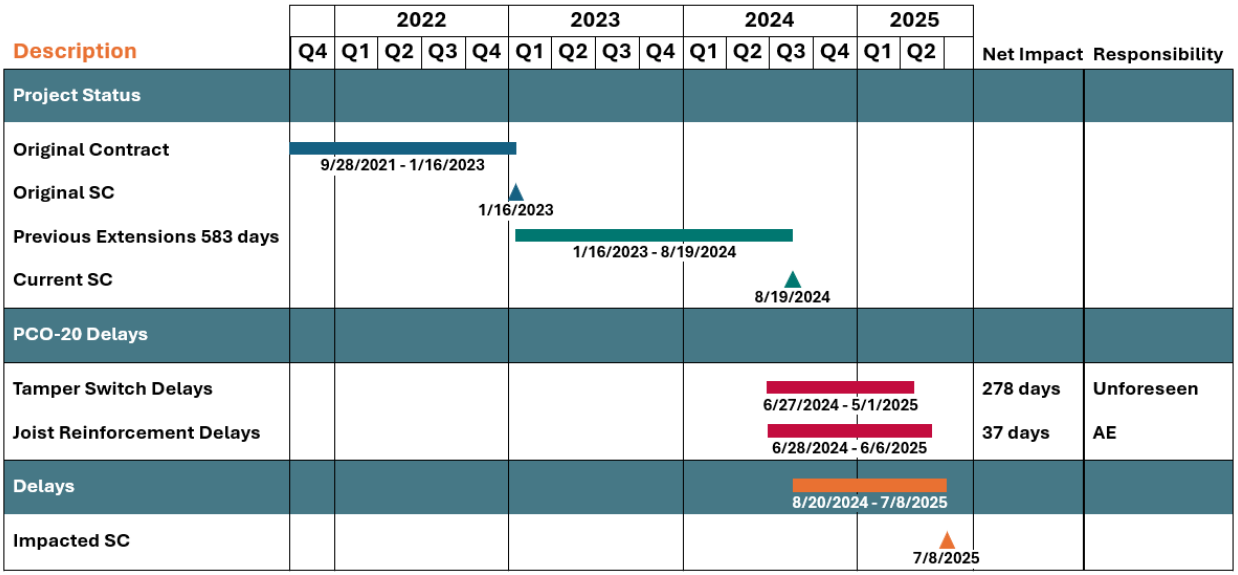
On 15-Oct-25, the Contractor submitted PCO #20, requesting an extension of the current Substantial Completion (SC) date of 19-Aug-24 by additional 556-day. The Contractor asserts that Tamper switch replacement and structural joint reinforcement issues delayed the project SC. The Contractor also mentions a pending issue with the Fire Alarm (FA)work preventing FA final inspection.

The wiring used by the Contractor in FA system remains a pending issue requiring the Owner's approval. The exact impact of this delay has not yet been determined. This report does not include an analysis of the said delay. The Analyst recommends granting an excusable, non-compensable time extension of 315 days to the SC. The delays that impacted the SC were beyond the Contractor's control and arose from unforeseen conditions and AE's error.

## 2.2 Analyst Recommendation

The Analyst reviewed the TIA submitted with PCO-20 along with project records.

- Granting an excusable, non-compensable time extension of 315 days to the current SC date.
- Adjusting Final Completion (FC) to 30 days following SC;
- Not granting compensation for General Conditions.




**Refer to Note at the end of the Quantitative Analysis section for concurrency & net impact of each delay on SC**

**Graphical representation of PCO-20 delays**

## 2.3 Justification for Recommendation

- On 28-Jun-24, the Building Department inspector failed the FA inspection due to a non-functional existing tamper switch that was to remain in the project. This issue led to Change Order #7, which replaced and connected new tamper switches at the existing backflow. The Contractor passed the tamper switch inspection on 01-May-25. This delay which is attributed to an unforeseen condition impacts the project SC by 278 days.

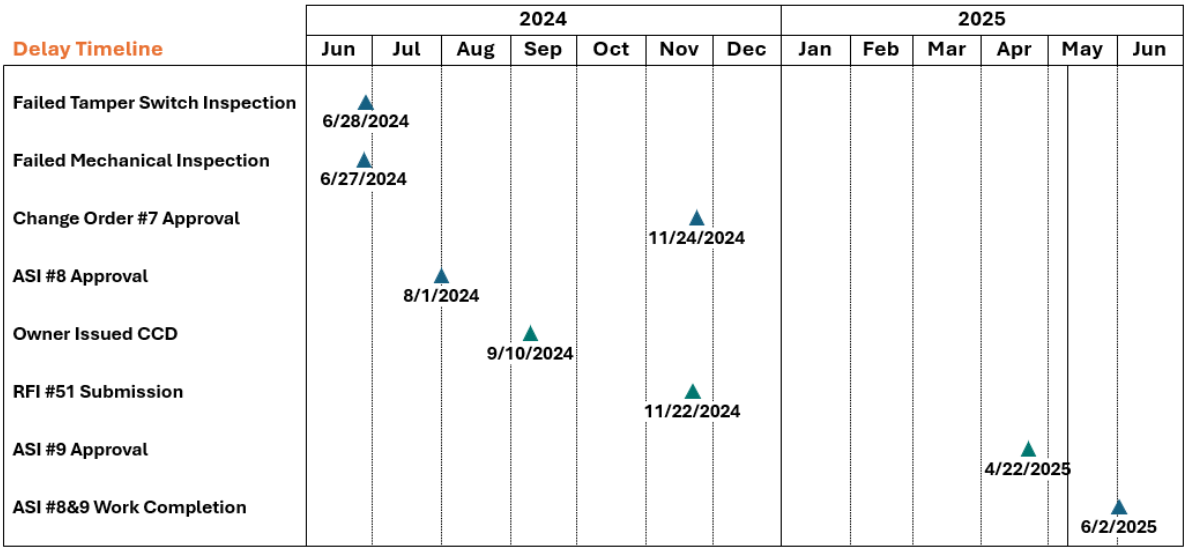
- On 27-Jun-24, the Mechanical inspector issued a failed inspection ticket to the Contractor due to missing information on the plans related to the condensing unit stand. The Contractor shared this issue with the AE through an RFI, which led to Architect's Supplemental Instruction (ASI) 8. The Building Department approved ASI #8 on 01-Aug-24. Subsequently, on 10-Sep-24 the Owner issued a Construction Change Directive (CCD) to the Contractor for providing labor and materials for reinforcing the existing structural joists to comply with building code.
- On 22-Nov-24, the Contractor submitted RFI 51, seeking AE's advice on an inconsistency between the reinforced joists in the field and those shown on the plans. This resulted in ASI #9, which the Building Department approved on 22-Apr-25. The Contractor completed the related work on 02-Jun-25. Impacting the SC by 315 days. This sequence of events impacted the SC by 315 days. Since part of this delay overlaps with the tamper switch delay, the net impact extending beyond the FA-related delay is 37 days, which is attributed to the AE.
- 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 a 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-Sep-21. The Contract duration was 475 CDs from NTP to SC, and an additional 30 CDs from SC to Final Completion (FC), 505 CDs total. The scope of work includes Building Envelope Improvements (roof, window, exterior wall, painting) HVAC improvements, and media center improvements.
2. A previous extension of 583 days has been granted on the project through PCO-07 & 09 extending the original SC to 19-Aug-24.

## 3.2 Delay Timeline




## 3.3 Summary of Contractor's TIA

1. The Contractor's TIA narrative is minimal and lacks a full timeline explanation or supporting documentation.

2. The fire alarm final inspection and certification are scheduled to finish on 29-Jan-26.
3. The Contractor alleges delay due to a non-functional tamper switch.
4. The Contractor alleges delays related to joist reinforcement
5. The pre-impact schedule dated 07-Aug-23 is not acceptable, as none of the delays referenced in the Contractor's narrative began after this data date.
6. The Contractor did not include delay fragnets in the impacted schedule and instead applied a "Start No Earlier Than" constraint on FA work.
7. 4. The post-impact schedule (data date: 06-Oct-25) indicates a projected Substantial Completion date of 13-Mar-26, representing a 571-day delay.
8. The Contractor has imposed a "Start No Earlier Than" constraint of 12-Mar-26 on Substantial Completion, pushing the completion date to 13-Mar-26.

### 3.4 Files Reviewed

1. Monthly project updates meeting minutes
2. Sheridan Park ES- Notice to Proceed
3. ASI #8, 9,
4. June 2023 Update
5. Pre-impact August 2023 Update
6. Post-Impact October 2025 Update
7. PCO-20 TIA narrative

# 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, added and is single based.
2. As the Reviewer could not validate the TIA provided by the Contractor, the reviewer performed an independent TIA.
3. The Contractor submitted the August Update as the un-impacted schedule showing mechanical work on the critical path.
4. The impacted schedule Data Date 06-Oct-25 does not include any fragnet showing the delay, but the Contractor has a "Start No Earlier Than" date constraint on the SC, delaying it by 571 days.
5. Since the delay started in July 2023 the Analyst chose June 2023 data date 30-Jun-23 schedule update as the pre-impact schedule to evaluate the impact of this delay.
6. The analyst modeled the delay event by inserting a fragnet *Tamper Switch Delays* into the June 2023 Update.
7. The table below shows the added fragnet, to determine the delay.

**Table 2 – Tamper Switch Delay**

| Task ID | Task Name | Duration | Predecessor | Successor |
|---|---|---|---|---|
| 210 | Tamper Switch Delays | 307 | 79 | 115 |

- The duration of the delay was derived from eBuilder and ISS log.

8. When rescheduled the impacted schedule the result is a 278-day delay to the current SC.
9. The Analyst selected the June 2023 update data date 30-Jun-23 to model and evaluate the impact of joist reinforcement on SC.
10. The table below shows the added fragnet to determine the delay.

**Table 3 – Joist Reinforcement**

| Task ID | Task Name | Duration | Predecessor | Successor |
|---|---|---|---|---|
| 96 | Structural Joist Delays | 340 | 2 | 97 |

- The duration of the delay was derived from eBuilder and ISS log.

11. When rescheduled the impacted schedule the result is a 315-day delay to the current SC.
12. Since the Joist reinforcement delay is concurrent with Tamper switch delay, the net impact on Substantial Completion is reduced to 37 days.

**Note: Since the contract does not specify how to address concurrent delays involving multiple responsible parties, the Analyst followed AACE Recommended Practice RP 29R-03 to assess the net effect of concurrent delays. This protocol indicates that the sole remedy for such delays is an extension of time, with no monetary compensation to any party. As a result, the combined net delay attributable to the AE is determined to be 37 days, which would have been 315 days had the tamper switch not concurrently impacted the SC.**

## 4.2 Responsibility Matrix

| Contractor | Owner | AE | Unforeseen Condition | **Net Impact** |
|---|---|---|---|---|
| 0 | 0 | 37 | 278 | 315 |

**Table 3 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 “unimpacted 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 P.002071 Pre-impact Schedule DD 30-Jun-23 (Tamper Switch)

## A.2 P.002071 Post-impact Schedule DD 30-Jun-23 (Tamper Switch)

## A.3 P.002071 Pre-impact Schedule DD 30-Jun-23 (Joist Reinforcement)

## A.4 P.002071 Post-impact Schedule DD 30-Jun-23 (Joist Reinforcement)

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 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Superintendent Letter CO** | | | | **$ (9,149.00)** | **0** | **-0.32%** | | | | | |
| P.002071 | Sheridan Park ES - SMART Program Renovations | 5 | 12.06.2022 | $ (9,149.00) | 0 | -0.32% | West Construction, Inc. | Owner's Request | Contractor to provide credit for labor, equipment, lifting, and other equipment or tools as required for new flooring installation at the Media Center. | $ 2,901,339.00 | 09.28.2021 |
| **Superintendent Letter CO** | | | | **$ (15,867.00)** | **0** | **-0.55%** | | | | | |
| P.002071 | Sheridan Park ES - SMART Program Renovations | 1 | 01.09.2023 | $ (15,867.00) | 0 | -0.55% | West Construction, Inc. | Owner's Request | It was determined during a school walkthrough that the existing door hardware was in good condition. The permitted drawings were revised to descope the door hardware replacement and a credit is being provided by the Contractor for associated costs. | $ 2,901,339.00 | 09.28.2021 |
| **Change Order: 1** | | | | **$ -** | **206** | **0.00%** | | | | | |
| P.002071 | Sheridan Park ES - SMART Program Renovations | 2 | 08.08.2023 | $ - | 206 | 0.00% | West Construction, Inc. | Owner's Request | During review of the electrical shop drawings, the Contractor was requested to use copper busbars for a switchgear that was to be installed. However, as a result of ongoing industry wide supply chain issues, the delivery of the requested switchgear and its components was delayed. Therefore, the Contractor is requesting additional time for project completion. | $ 2,901,339.00 | 09.28.2021 |
| **Superintendent Letter CO** | | | | **$ 13,848.74** | **0** | **0.48%** | | | | | |
| P.002071 | Sheridan Park ES - SMART Program Renovations | 3 | 11.07.2023 | $ 13,848.74 | 0 | 0.48% | West Construction, Inc. | Unforeseen | Upon removal of the first light to be replaced, it was discovered that all exterioir light fixtures do not have wall packs (junction boxes) thus revealing exposed wiring/hazardous conditions. The Contractor provided labor and materials as required for new j-boxes. | $ 2,901,339.00 | 09.28.2021 |
| **Superintendent Letter CO** | | | | **$ 4,048.00** | **0** | **0.14%** | | | | | |
| P.002071 | Sheridan Park ES - SMART Program Renovations | 10 | 09.05.2024 | $ 4,048.00 | 0 | 0.14% | West Construction, Inc. | Unforeseen | An existing window was found hidden behind a double wall inside of the vault room. To proceed with the window replacement, the existing window had to be demolished, repaired, and modified. | $ 2,901,339.00 | 09.28.2021 |
| **Superintendent Letter CO** | | | | **$ (2,347.38)** | **0** | **-0.08%** | | | | | |
| P.002071 | Sheridan Park ES - SMART Program Renovations | 11 | 08.20.2024 | $ (2,347.38) | 0 | -0.08% | West Construction, Inc. | Owner's Request | During a meeting with the district's IT personnel held on Nov 16th, 2021, these data-ports were deemed no longer necessary and de-scoped. These data ports were intended for computer stations, but these are no longer being installed, as student currently have personal laptops. | $ 2,901,339.00 | 09.28.2021 |
| **Change Order: 2** | | | | **$ -** | **377** | **0.00%** | | | | | |
| P.002071 | Sheridan Park ES - SMART Program Renovations | 9 | 10.15.2024 | | 377 | 0.00% | West Construction, Inc. | Unforeseen | Due to delays in reenergizing the vault, the replacement of the AHU was postponed until the summer break. The Contractor was unable to perform the work until the vault was reenergized by Florida Power and Light (FPL) which altered the critical path of the project by 377 days. | $ 2,901,339.00 | 09.28.2021 |
| **Change Order: 3 (SCO)** | | | | **$ 2,471.23** | **0** | **0.09%** | | | | | |
| P.002071 | Sheridan Park ES - SMART Program Renovations | 7 | 12.19.2024 | $ 2,471.23 | 0 | 0.09% | West Construction, Inc. | Unforeseen | While performing fire alarm inspections it was found that the existing to remain tamper switches at the backflow are not working, requiring a new tamper switch to be installed for the new fire alarm system. Provide labor and materials as required for the replacement, connection and testing for a new tamper switches devices at the existing backflow. | $ 2,901,339.00 | 09.28.2021 |
| **Change Order: 4 (SCO)** | | | | **$ 42,252.66** | **0** | **1.46%** | | | | | |
| P.002071 | Sheridan Park ES - SMART Program Renovations | 19 | Pending Superintendent Signature | $ 42,252.66 | 0 | 1.46% | West Construction, Inc. | Consultant Omission | The new condensing unit stand required additional structural reinforcement and wind load calculations; these items were not provided on the permitted drawings. Provide labor and materials for existing structural joist reinforcement in order to comply with current code requirements for wind loads. | $ 2,901,339.00 | 09.28.2021 |
| **Change Order: 5** | | | | **$ -** | **315** | **0.00%** | | | | | |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| P.002071 | Sheridan Park ES - SMART Program Renovations | 20 | Pending Board Approval 03.10.26 | $ - | 315 | 0.00% | West Construction, Inc. | | During a fire alarm inspection, a pre-existing, non-functional tamper switch that was intended to remain on the project site was discovered. Remedying this issue required a change order, causing significant project delays, though the subsequent inspection was passed. Additionally, the contractor reported an inconsistency where the reinforced joists in the field did not match those detailed in the construction plans. These two delays altered the critical path of the project. **Unforeseen - 278 Days, Consultant Error - 37 Days** | $ 2,901,339.00 | 09.28.2021 |
| **Grand Totals:** | | | | **$ 35,257.25** | **898** | **1.22%** | | | | | |

# COLLABORATION

## SIGN-OFF FORM

Title of Agenda Request Item: Change Order #5
WEST CONSTRUCTION, INC.
Sheridan Park Elementary School
P.002071

School Board Meeting: 03.10.2026

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 - 02/09/2026
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**

| | |
|---|---|
| 2026-03-10 | 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 #5 - Tedder ES, P.001808**

**REQUESTED ACTION:**

**Approve Change Order #5 in the amount of $100,272.43. 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 $100,272.43 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 Feb 23,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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 #5
OAC Action Construction Corp.
Sol-ARCH, Inc.
Tedder Elementary School, Deerfield Beach
Project No. P.001808
ITB FY19-167C

**MASTER PROJECT SUMMARY**

**Total Project Budget**

| | | |
|---|---|---|
| **Original D.E.F.P. Budget:** | **$** | **3,188,000** |
| Approved Add. Funding: (Item 11, 03/31/20) | $ | 1,027,616 |
| New Funding Request: | $ | 0 |
| **Current Revised Budget:** | **$** | **4,215,616** |

**Total Project Schedule Summary**

-Notice to Proceed: 11/19/2020

-Current Projected Substantial Completion Date: 04/30/2026

-Current Projected Final Completion Date: 09/27/2026

**Change Order Analysis**

| | |
|---|---|
| Consultant Error | 3.20% |
| Consultant Omission | 0.71% |
| Owner's Request | - 0.07% |
| Unforeseen | 0.00% |
| Tax Savings from DOP | 0.00% |
| **Total** | **3.83%** |

**Board Meeting Date: March 10, 2026**

**Recommended Action**
Approve Change Order #5 in the amount of $100,272.43.

**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 required to install fire alarm conduits between Buildings 8, 9, 13, 14 and 15.
**-If the Board votes "No":** The Contractor will not be compensated for additional required to install fire alarm conduits between Buildings 8, 9, 13, 14 and 15.

**Construction Contract Summary:**

| | | | |
|---|---|---|---|
| ORIGINAL BASE CONTRACT: | $ | 3,142,378.21 | 400 Days |
| DIRECT OWNER PURCHASE(S): | $ | (532,814.70) | 0 Days |
| PREVIOUSLY APPROVED CO'S: | $ | 20.209.18 | 1,244 Days |
| CURRENT CO REQUEST: | $ | 100,272.43 | 0 Days |
| **CURRENT REVISED CONTRACT:** | $ | **2,730,045.12** | **1,644 Days** |

**Status of Work:**
The construction phase is 93% complete. The project is expected to achieve Substantial Completion by April 30, 2026, and Final Completion by September 27, 2026. This is not the final change order for this Project.

**Background/History**
The scope of work for the project includes fire alarm, fire sprinklers, HVAC improvements, PE/Athletic improvements and building envelope improvements.

**Change Order Items:**
**Item #1 – (COI #29) Installation of Fire Alarm Conduits Between Buildings 8, 9, 13, 14 & 15:** Although the fire alarm conduits and pull boxes were represented as existing on the plans, the Contractor was unable to verify their presence without conducting destructive testing. A thorough site walk-through was conducted to confirm the existing fire alarm system, wireways, and available capacity, ensuring that any spare conduits meet the necessary size and quantity requirements for system integration and If adequate spare raceways are not found, new ones will be installed. Accordingly, the Contractor will furnish all labor, materials, and equipment required to install the fire alarm conduits between Buildings 8, 9, 13, 14, and 15. (Consultant Error – $100,272.43 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 #29, 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 install fire alarm conduits between Buildings 8, 9, 13, 14 and 15.

**Financial Impact**
The financial impact of this item is $100,272.43 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 # 29

| | | | |
|---|---|---|---|
| Facility Name: | Tedder Elementary School | Date: | 12.04.2025 |
| Project Name: | Tedder ES - SMART Program Renovations | Project # | P.001808 |
| Location No: | 0571 | | |
| Contractor: | OAC ACTION CONSTRUCTION CORP.<br>11980 SW 144TH CRT - SUITE 101<br>MIAMI,FL 33186 | Reference Letter Dated: | |

Description of Change:
Labor, materials, and equipment for the installation of the fire alarm conduits between Bldgs 8, 9, 13, 14, and 15.

Attachments:

Reason For Change:
The fire alarm conduits and pull boxes were shown as existing on the plans. In addition, based on existing stubups, it appeared that the lines existed prior to construction. The contractor could not confirm the existence of the lines without performing destructive testing. It should be noted that sheet E-100, note 1 and 3 and E-500 and E-501 note 2 clearly state "fire alarm contractor shall walk through the school thoroughly prior to bid and verify the existing FA system, wireways and spare capacity to make sure that existing spare conduits in size and quantity is adequate for integration of fire alarm system as one system, otherwise new raceways will be installed. If required contractor shall run a new underground raceway to connect the existing communication handholes and pull boxes for the new fire alarm system.

Summary:
Total Credits and/or Added Costs: Add: $100,272.43
Deduct:
The Contract Time will remain unchanged. 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 |
|---|---|---|
| Dulce Conde 01.23.2026 | Ivan Rojas 01.27.2026 | Steve Starke 01.27.2026 |
| Project Consultant's Signature Date | Contractor's Signature Date | Facilities Project Manager Date |
| Dulce Conde | Ivan Rojas | Steve Starke |
| Project Consultant's Typed Name | Contractor's Typed Name | Facilities Project Manager's Typed Name |
| SOL-ARCH, INC. | OAC ACTION CONSTRUCTION CORP. | 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)** | | | | **$ 185.15** | **0** | **0.01%** | | | | | |
| P.001808 | Tedder ES - SMART Program Renovations | 10 | 09.19.2023 | $ 185.15 | 0 | 0.01% | OAC Action Construction Corp. | Consultant Error | The Contractor is to install two fire alarm strobes that are required in Rooms 806 and 808. | $ 3,142,378.21 | 11.19.2020 |
| **Change Order: 2** | | | | **$ -** | **1,244** | **0.00%** | | | | | |
| P.001808 | Tedder ES - SMART Program Renovations | 27 | 11.12.2025 | $ - | 1,244 | 0.00% | OAC Action Construction Corp. | | This request for a project time extension is due to a series of compounding delays, including issues with fire alarm certification, roof inspections, and the mandatory relocation of electrical duct heaters after a failed inspection. The time required for the resulting change order, approvals, and construction added 929 calendar days to the critical path. Additionally, 315 days were incurred during the fire alarm permitting process, and progress was further hampered by limited access to the school campus. (Owner's Request - 315 Days, Unforeseen - 929 Days) | $ 3,142,378.21 | 11.19.2020 |
| **Change Order: 3 (SCO)** | | | | **$ (2,354.62)** | **0** | **-0.07%** | | | | | |
| P.001808 | Tedder ES - SMART Program Renovations | 31 | Pending Superintendent Approval | $ (2,354.62) | 0 | -0.07% | OAC Action Construction Corp. | Owner's Request | This is a Credit Change Order for De-Scoping the Removal of Chain Link Fence nearby the tennis court in Tedder ES. Fencing as previously installed to separate a staging area from the playground on a previous project. The Owner would like to keep the fencing in place. | $ 3,142,378.21 | 11.19.2020 |
| **Change Order: 4 (SCO)** | | | | **$ 22,378.65** | **0** | **0.71%** | | | | | |
| P.001808 | Tedder ES - SMART Program Renovations | 26 | Pending Superintendent Approval | $ 22,378.65 | 0 | 0.71% | OAC Action Construction Corp. | Consultant Omission | Additional devices required by Inspection #128333 to meet code. Devices requested by Fire inspector were in rooms that on the FISH list/plan were labeled as rooms with different uses than what the school is using rooms for today. During design phase AOR/EOR team was instructed to go by fish number on the form provided. Provide labor and material to install fire alarm devices. | $ 3,142,378.21 | 11.19.2020 |
| **Change Order: 5** | | | | **$ 100,272.43** | **0** | **3.19%** | | | | | |
| P.001808 | Tedder ES - SMART Program Renovations | 29 | Pending Board Approval 03.10.2026 | $ 100,272.43 | 0 | 3.19% | OAC Action Construction Corp. | Consultant Error | Although the fire alarm conduits and pull boxes were represented as existing on the plans, the Contractor was unable to verify their presence without conducting destructive testing. A thorough site walk-through was conducted to confirm the existing fire alarm system, wireways, and available capacity, ensuring that any spare conduits meet the necessary size and quantity requirements for system integration. If adequate spare raceways are not found, new ones will be installed. Accordingly, the Contractor will furnish all labor, materials, and equipment required to install the fire alarm conduits between Buildings 8, 9, 13, 14, and 15. | $ 3,142,378.21 | 11.19.2020 |
| **Grand Totals:** | | | | **$ 120,481.61** | **1,244** | **3.83%** | | | | | |

# COLLABORATION

## SIGN-OFF FORM

Title of Agenda Request Item: Change Order #5
OAC ACTION CONSTRUCTION CORP.
Tedder Elementary School
P.001808

School Board Meeting: 03.10.2026

The financial impact of this item is $100,272.43

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 - 02/10/2026
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**

| | |
|---|---|
| 2026-03-10 | 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 #7 - Peters ES, P.002041**

**REQUESTED ACTION:**

**Approve Change Order #7 granting 614 additional calendar days. 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
- 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 Feb 23,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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.
Delta G – Consulting Engineers, Inc.
Peters Elementary School, Plantation
SMART Program Renovations
Project No. P.002041
ITB FY22-238

## MASTER PROJECT SUMMARY

**Total Project Budget**

| | |
|---|---|
| **Original D.E.F.P. Budget: $** | **3,038,000** |
| Approved Add. Funding:$ | 7,655,200 |
| (JJ-18, 05/17/22) | |
| New Funding Request: $ | 0 |
| **Current Revised Budget: $** | **10,693,200** |

**Total Project Schedule Summary**

-Notice to Proceed: 07/05/2022

-Current Planned Substantial Completion Date: 12/31/2026

-Current Planned Final Completion Date: 05/30/2027

**Change Order Analysis**

| | |
|---|---|
| Consultant Error | 2.08% |
| Consultant Omission | 0.00% |
| Owner's Request | 0.00% |
| Unforeseen | 0.60% |
| Tax Savings from DOP | 0.00% |
| Total | 2.68% |

**Board Meeting Date: March 10, 2026**

**Recommended Action**

Approve Change Order #7 which includes 614 days.

**District-zone Impact**: District 5

**Impact if the Board Voted Yes or No**

**-If the Board votes "Yes":** The Contractor will be granted 614 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: | $ | 8,391,143.00 | 510 Days |
| DIRECT OWNER PURCHASE(S): | $ | (878,093.50) | 0 Days |
| PREVIOUSLY APPROVED CO'S: | $ | 224,495.68 | 211 Days |
| CURRENT CO REQUEST: | $ | 0.00 | 614 Days |
| **CURRENT REVISED CONTRACT:** | $ | **7,737,545.18** | **1,335 Days** |

**Status of Work**:

The construction phase is 96.5% complete. The project is expected to achieve Substantial Completion by December 31, 2026, and Final Completion by May 30, 2027. This is not the final change order for this Project.

**Background/History**
The scope of work for this project includes fire alarm, fire sprinklers, HVAC improvements, media center improvements and building envelope improvements.

**Change Order Items:**
**Item #1 - (COI #31) Time Extension Request Due to Modification of Storefront:** The delay concerns a modification to the storefront system, specifically the replacement of the glass-covered opening at the entrance of the U-shaped buildings with impact panels and reflective mirror glass at the storefront frame for Buildings 5, 7, 8, 9, 11, and 12. These design changes necessitated additional permitting, as well as the manufacturing and delivery of materials required for project completion. The resulting delays are ongoing and have affected the project's critical path. (Owner's Request - $0.00; Add 614 Days)

**Action Plan:**
This change order has been reviewed for entitlement by AECOM. The above-referenced Change Order Items, COI #31, 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 # 31

| | | | |
|---|---|---|---|
| Facility Name: | Peters Elementary School | Date: | 12.04.2025 |
| Project Name: | Peters ES - SMART Program Renovations | Project # | P.002041 |
| Location No: | 0931 | | |
| Contractor: | WEST CONSTRUCTION, INC.<br>820 N 4TH ST<br>LANTANA,FL 33462 | Reference Letter Dated: | |

Description of Change:
Time Extension Request

Attachments:

Reason For Change:
Impacts from redesign of Storefront System, Window System, Fire Alarm system added scope, Fire Alarm system underground trenching, building 2 availability

Summary:

| | | |
|---|---|---|
| Total Credits and/or Added Costs: | Add: | $0.00 |
| | Deduct: | |
| The Contract Time will remain unchanged. | | 614 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 |
|---|---|---|
| Igor Loncarevic 12.23.2025 | Personna Myrie 01.22.2026 | Chris Schiappa 01.22.2026 |
| Project Consultant's Signature Date | Contractor's Signature Date | Facilities Project Manager Date |
| Igor Loncarevic | Personna Myrie | Chris Schiappa |
| Project Consultant's Typed Name | Contractor's Typed Name | Facilities Project Manager's Typed Name |
| DELTA G - CONSULTING ENGINEERS, INC. | 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.002041, Peters ES

Reference: PCO 31

November 26, 2025

Delivering a better world

## Quality information

| Prepared by | Checked by | Verified by | Approved by |
|---|---|---|---|
| Ibrahim Haider<br>Project Controls Analyst | Clay McKenna<br>Program Controls Area Manager | | |

## Revision History

| Revision | Revision date | Details |
|---|---|---|
| 01 | 26-Nov-25 | Initial Report |

# 1. Project Information

| Project Details | |
|---|---|
| Owner: | Broward County Public School District |
| Project Number: | P.002041 |
| School: | Peters Elementary School |
| Contractor: | West Construction, Inc. |
| Architect/Engineer (A/E): | Delta G - Consulting Engineers, Inc. |
| **Contract Details** | |
| Scope of Work: | Building Envelope Improvements (Roof, Window, Ext Wall, etc.)<br>Fire Alarm<br>Fire Sprinklers<br>HVAC Improvements<br>Media Center improvements |
| Project NTP Date: | 5-Jul-22 |
| Period of Performance: | 510 Calendar Days |
| Original SC Date: | 27-Nov-23 |
| Approved Time Extensions: | 211 Calendar Days |
| Current SC Date: | 24-Jun-24 |
| **Time Impact Analysis (TIA) Details** | |
| TIA Subject: | CPCO/CUD 31 - PES Time Extension Request #2 |
| Date Submitted by Contractor: | 21-Oct-25 |
| **Recommendation** | |
| Acceptance/Rejection: | Accepted |

**Table 1 Project Information**

# 2. Executive Summary

## 2.1 PCO #31

The Contractor submitted PCO #31 on 21-Oct-25 requesting an extension of 620 days to the current SC date of 25-Jun-24. The delay identified under PCO-31 relates to the design change in the storefront system for Buildings 5, 7, 8, 9, 11, and 12, previously reviewed under PCO-12.

At the time PCO-12 was prepared, the storefront design issue was still ongoing. Therefore, the Analyst applied a provisional date of 24-Sep-24 as the anticipated date by which the Contractor would receive the required materials and resume the work. However, as of the date of this review, the Contractor has still not received the necessary storefront materials. To assess the impact of this continued delay on SC, the Analyst in coordination with the Project Manager has now applied a revised provisional completion date of 28-Feb-26 for the work associated with ASI #11. No new detailed delay analysis has been performed for PCO-31; instead, the Analyst relies upon the analysis previously completed under PCO-12, adjusting only the duration of the ongoing storefront delay.

Accordingly, the Analyst recommends extending the previously assumed delay duration from 24-Sep-24 to 28-Feb-26 and granting an excusable, non-compensable time extension of 614 days to the current SC date. Since the Owner requested the initial change in design, the responsibility for the delay remains unchanged and continues to be categorized as an Owner-requested delay.

## 2.2 Analyst Recommendation

The Analyst reviewed the TIA submitted with PCO #32 along with project records and previously completed TIA under PCO-12 and recommends,

- Granting an excusable, non-compensable time extension of **614** days to the Substantial Completion (SC) date;
- Adjusting Final Completion (FC) to 30 days following SC
- Not granting compensation for General Conditions.

The breakdown of responsibility for this time extension is as follows:

| Delay Event | Days | Responsibility |
|---|---|---|
| PCO #32 Storefront openings design change | 614 | Owner |

**Note: Please refer to previous Analysis for PCO-12 for detailed Justification, Quantitative Analysis and responsibility matrix.**

# 3. Previous Analysis:

## 3.1 PCO #12

The Contractor submitted PCO #12 on 2-Feb-24 requesting an additional 325 days be added to the contract through Substantial Completion (SC). PCO #12 states that the Storefront system for building 5, 7, 8, 9, 11, and 12 were revised and changed. The Contractor states that this design change will cause a delay due to the requirement for permitting (ASI-11, SD-3, SD-29), as well as the need for manufacturing and delivery of the material required to complete these building. The design change was to change the glass covered opening at the entrance of the U-shaped Buildings and install impact panels at the Storefront Frame along with reflective mirror glass instead.

## 3.2 Analyst Recommendation

The Analyst reviewed the TIA submitted with PCO #12 along with project records and conducted an independent TIA.

- Granting an excusable, non-compensable time extension of **211** days to the Substantial Completion (SC) date; **25-Jun-24**
- Adjusting Final Completion (FC) to 30 days following SC; **25-Jul-24**
- Not granting compensation for General Conditions.

The breakdown of responsibility for this time extension is as follows:

| Delay Event | Days | Responsibility |
|---|---|---|
| PCO #12 Storefront openings design change | 211 | Owner |

The Analyst reviewed the TIA submitted with PCO #12 along with project records and recommends that the Contractor's TIA request should be accepted.

## 3.3 Justification for Recommendation

- The Owner requested a design change for the storefront of buildings 5, 7, 8, 9, 11, and 12. The Owner requested a change from glass to impact panels which resulted in the need for an ASI-11, shop drawings, and fabrication and delivery of new materials.
- **Note:** Since the work for PCO-12 is still ongoing and continues to affect the Substantial Completion (SC), the analyst has estimated 24-Sep-24 as the most optimistic date for the Contractor to receive storefront material.
- The exact impact of this TIA will be known once the Contractor completes the work and actual dates are available. This 211 day impact assumes that the Contractor receives the material on or before 24-Sep-24 and is able to resume demolition of existing store front after that.
- AECOM 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 a 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.

# 4. Background & Submission

## 4.1 Project Background

1. NTP was issued on 2-Feb-24. The Contract duration was 510 days from NTP to SC, and an additional 30 CDs from SC to Final Completion (FC), 540 CDs total. Building Envelope Improvements, Fire Alarm, Fire Sprinklers, HVAC Improvements, Media Center improvements.
2. No time extensions have been granted on the project to date and there are no pending time extensions in review.

## 4.2 Delay Timeline

| Date | Event |
|---|---|
| 2-Jan-24 | A/E let Contractor know that Owner is requesting to change the Storefront openings from glass to Impact Panels |
| 3-Jan-24 | Contractor confirmed to A/E that it is possible to make that change and receive impact panel materials |
| 29-Jan-24 | Building Department received ASI-11 |
| 4-Mar-24 | Building Department approved ASI-11 (after second submission) |
| 6-May-24 | Building Department received shop drawings (SD-3 + SD-29) |
| 24-Jul-24 | Building Department approved shop drawings (3 revisions SD-3 + SD-29) |
| 25-Jul-24 | Material Ordered |
| 24-Sep-24 | Materials Delivered |

1. The storefront design change is currently ongoing on the date this report was submitted. The materials are yet to be delivered and work for this delay has not began yet.
2. The dates presented for ‘Material Delivered’ and ‘Work Began on Storefront’ are estimated dates. If the materials are delivered after the estimated date of 24-Sep-24 then the TIA can revisited.

## 4.3 Summary of Contractor’s TIA

1. The Contractor proceeded by adopting the same schedule as the post-impact schedule, integrating all additional fragment activities to depict the delays attributed to the delay events. This approach aligns with Contract requirements and the AACE MIP 3.6 implementation protocol, which the reviewer also adheres to in this report.
2. The Contractor chose ‘*Peters ES P002041-Jan_.2024_Update_r2Pre Impact*’ (data date 31-Jan-24) as the pre-impact schedule. This schedule is not acceptable and a better schedule to have used is ‘Peters ES P002041-Dec_.2023_Update_r3’ (data date 31-Dec-23), which is a schedule that reflects the project right before the onset of the delay.
3. The Contractor’s pre-impact schedule showed a Substantial Completion (SC) of 22-May-24. This date is 177 days delayed from the contractual Substantial Completions (SD) date of 27-Nov-23. this 177-day delay is not associated with PCO-12 storefront delays.
4. For the post-impact schedule, the Contractor added delays which were already addressed in previous PCO and new delays addressed in PCO-12. The following activities were added to the schedule:

| Activity ID | Tast Name | Duration | Start | Finish | Predecessor | Successor |
|---|---|---|---|---|---|---|
| 628 | Ushape Bldg. 5,7,8,9,11,12 Redesign ASI Permitting | 45 | 3-Feb-24 | 20-Mar-24 | 15FS-15 Days | 629 |
| 629 | UShape Bldg 5,7,8,9,11,12 Redisign CO Approval | 45 | 20-Mar-24 | 6-May-24 | 628 | 630 |
| 630 | UShape Bldg 5,7,8,9,11,12 Redesign Submittal Approval and Permitting | 45 | 6-May-24 | 21-Jun-24 | 629 | 631 |
| 631 | UShape Bldg 5,7,8,9,11,12 Redesign Fab & Delivery | 60 | 22-Jun-24 | 23-Aug-24 | **630** | **136,334,378, 420,459,511** |
| 631 | Restroom Details Structural approval RFI 00061 | 45 | 3-Feb-24 | 20-Mar-24 | 209 | 210 |

5. This TIA analysis was submitted on 2-Feb-24, hence most of the dates that the Contractor provided were estimated dates.
6. The post-impact schedule had a Substantial Completion (SC) date of **17-Oct-24**, which is a **148** day delay from the pre-impact's Substantial Completion date of **22-May-24**.
7. Note that the Contractor requested 325 day extension and not 148 day extension. It appears that the Contractor's 325 day request is calculated as the difference between the contractual Substantial Completion (SC) date of 27-Nov-23 and the Contract's post-impact schedule 2-May-24. That is incorrect because it accounts for delays not relating to PCO-12. The correct way of calculating the delay, is finding the difference between the Contractor's Pre-impact schedule and Post-Impact schedule's Substantial Completion which comes out to 148 days.

## 4.4 Files Reviewed

1. PES_TIA Feb.02 Schedule_Narrative_2024
2. Peters ES P.002041-Jan_2024_Update_r2Pre-Impact-file
3. Peters ES P002041 - TIA_Schedule_Update_Feb02.2024_r3
4. West's Knowledge of Change Condition
5. Peters ES - P.002041 Notice of Potential Delay
6. Peters ES - P.002041 Notice ASI 11
7. P.002041 - Peters ES ASI #12 Bldg 10 Permitted Notification
8. AECOM Direction
9. P.002041.Peters ES.Notice to Proceed.FY22-238.West Construction

# 5. Analysis

## 5.1 Quantitative

1. The Analyst conducted an independent Time Impact Analysis (TIA) to assess the impact of the delay on the schedule *and used an earlier schedule as the pre-impact schedule*. The dates and durations of each delay event's activities were validated by extracting data from the submittal log, the Contractor's PCO narratives, construction schedule updates, RFIs and ASIs, project records, Contract Documents, and other qualitative information.
2. The Analyst selected 'Peters ES P002041-Dec_.2023_Update_r3' (with a data date of 31-Dec-23) as the pre-impact schedule. This schedule is the closest schedule that has data right up to the moment before the impact began.
3. The **pre-impact** schedule indicated a substantial completion (SC) of *21-Apr-24*, which is 146 days delayed from the contractual SC date of *27-Nov-24*. This delay is not related to delays associated Storefront design change (PCO-12).
4. To develop the **post-impact** schedule, the following activities were added to reflect the delay impacts associated with the Storefront design change delay:

| Activity ID | Tast Name | Duration | Start | Finish | Predecessor | Successor |
|---|---|---|---|---|---|---|
| 628 | Owner requested Storefront openings design change from glass to Impact Panels | 1 day | 2-Jan-24 | 2-Jan-24 | 2 | 629 |
| 629 | A/E prepares ASI-11 | 25 days | 3-Jan-24 | 28-Jan-24 | 628 | 630 |
| 630 | Building Department receives ASI-11 | 1 day | 29-Jan-24 | 29-Jan-24 | 629 | 631 |
| 631 | Building Department Accepts ASI-11 (Second revision) | 33 days | 30-Jan-24 | 4-Mar-24 | 630 | 632 |
| 632 | A/E prepares Store front Shop Drawings | 61 days | 4-Mar-24 | 6-May-24 | 631 | 633 |
| 633 | Building Department receives storefront Shop Drawings | 1 day | 6-May-24 | 7-May-24 | 632 | 634 |
| 634 | Building Department Accepts storefront Shop Drawings | 75 days | 7-May-24 | 24-Jul-24 | 633 | 635 |
| 635 | Material delivery (order / received) | 60 days | 24-Jul-24 | 24-Sep-24 | 634 | 334,378,420, 459,511,000 |

- The Analyst set a "start on or after" 2-Jan-24 constraint to the start of activity 628. This is because that is the start of the delay when the Owner requested that the Storefront openings be redesigned. The Analyst set the NTP as the predecessor for Activity 628.
- Since this delay is still ongoing the Analyst estimated 24-Sep-24 as the most optimistic date to receive the material needed to for the Contractor to resume the work on demolishing windows and storefront on building 5,7,8,9,11, and 12.

5. When the post-impact schedule rescheduled, it indicated a 211 day delay to Contractual Substantial Completion (SC), extending it from 21-Apr-24 to 18-Nov-24.
6. The 211 day delay is the responsibility of the Owner due to their request to a design change. They requested to install impact panels or spandrel panels instead of glass.

## 5.2 Responsibility Matrix

| Window | Delays | | | | | | Delay Events |
|---|---|---|---|---|---|---|---|
| | Contractor | Owner | AE | Weather | Supply Chain | Net Impact | |
| 1 | 0 | 211 | 0 | 0 | 0 | 0 | PCO-12 |
| Total | 0 | 211 | 0 | 0 | 0 | 0 | |

**Table 2 Matrix**

# 6. 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 “unimpacted 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.

# 7. 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.

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 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Superintendent Letter CO** | | | | **$ 9,616.96** | **0** | **0.11%** | | | | | |
| P.002041 | Peters ES - SMART Program Renovations | 3 | 05.10.2023 | $ 9,616.96 | 0 | 0.11% | West Construction, Inc. | Unforeseen | The specified Roof Top Unit (RTU) was discontinued and is no longer being produced. The Contractor is to replace the RTU. | $ 8,391,143.00 | 07.05.2022 |
| **Superintendent Letter CO** | | | | **$ 17,478.00** | **0** | **0.21%** | | | | | |
| P.002041 | Peters ES - SMART Program Renovations | 15 | 09.05.2024 | $ 17,478.00 | 0 | 0.21% | West Construction, Inc. | Unforeseen | The Contractor found electrical conduits installed within the concrete slab and on top of the grade at Buildings 7 and 9. These installations voilated the National Electric Code; therefore, the Contractor was required to repair and properly install electrical conduits under the concrete walkways at Buildings 7 and 9. | $ 8,391,143.00 | 07.05.2022 |
| **Superintendent Letter CO** | | | | **$ 873.78** | **0** | **0.01%** | | | | | |
| P.002041 | Peters ES - SMART Program Renovations | 17 | 01.27.2025 | $ 873.78 | 0 | 0.01% | West Construction, Inc. | Consultant Error | During inspection, power inconsistencies were noted between the four brand new FCUs installed per the specifications and the existing safety devices. Provide labor and materials to install new electrical safety devices for new Fan Coil Units (FCUs) in Building #5. | $ 8,391,143.00 | 07.05.2022 |
| **Superintendent Letter CO** | | | | **$ 11,672.55** | **0** | **0.14%** | | | | | |
| P.002041 | Peters ES - SMART Program Renovations | 16 | 01.31.2025 | $ 11,672.55 | 0 | 0.14% | West Construction, Inc. | Unforeseen | Safety devices needed for the new duct heaters were not existing as shown on the As-Built drawings. The devices could not be installed without relocating obstructing conduits and devices. Provide labor and materials to install new electrical safety devices for new duct heaters and to relocate existing conduits and devices in Building #5. | $ 8,391,143.00 | 07.05.2022 |
| **Superintendent Letter CO** | | | | **$ 23,474.38** | **0** | **0.28%** | | | | | |
| P.002041 | Peters ES - SMART Program Renovations | 19 | 01.31.2025 | $ 23,474.38 | 0 | 0.28% | West Construction, Inc. | Consultant Error | The doors installed from the Permitted drawings did not have glass panels as required by Section 08110: Steel Doors and Frames of the SBBC Design & Materials Standards. To provide the labor and materials to replace solid hollow metal doors with doors containing glass. | $ 8,391,143.00 | 07.05.2022 |
| **Change Order: 1** | | | | **$ -** | **211** | **0.00%** | | | | | |
| P.002041 | Peters ES - SMART Program Renovations | 16 | 02.19.2025 | $ - | 211 | 0.00% | West Construction, Inc. | Owner's Request | To increase the safety of Buildings 5, 7, 8, 9, 11 and 12, the contractor was instructed to change from glass to impact panels. Revision of shop drawings, fabrication and delivery of new materials impacted the critical path of this project. This change order represents the time impact only, an additional change order reflecting the financial impact is forthcoming. | $ 8,391,143.00 | 07.05.2022 |
| **Change Order: 2 (SCO)** | | | | **$ 18,174.69** | **0** | **0.22%** | | | | | |
| P.002041 | Peters ES - SMART Program Renovations | 11 | 03.21.2025 | $ 18,174.69 | 0 | 0.22% | West Construction, Inc. | Consultant Error | Obstructions found in the ceiling caused the proposed route in the Permitted drawings to have to be altered. To provide the materials and labor to re-route roof drain piping in Building 12. | $ 8,391,143.00 | 07.05.2022 |
| **Change Order: 3 (SCO)** | | | | **$ 7,703.50** | **0** | **0.09%** | | | | | |
| P.002041 | Peters ES - SMART Program Renovations | 25 | 06.03.2025 | $ 7,703.50 | 0 | 0.09% | West Construction, Inc. | Unforeseen | The existing substrates were found to not satisfy the structural integrity required to receive the Hollow Metal Door and Frames. Provide material, labor, and equipment to install, finish, and paint 2X6 heavy duty Mullions at 7 locations of Building 2. | $ 8,391,143.00 | 07.05.2022 |
| **Change Order: 4** | | | | **$ 131,923.80** | **0** | **1.57%** | | | | | |
| P.002041 | Peters ES - SMART Program Renovations | 20 | 07.22.2025 | $ 131,923.80 | | 1.57% | West Construction, Inc. | Consultant Error | During construction, it was discovered that the existing structure did not have the necessary structural elements present to be able to install hollow metal door/window systems and satisfy windstorm safety specifications. Therefore, the Contractor provided material, labor and equipment to install aluminum storefront systems, including doors, windows and spandrel glass. | $ 8,391,143.00 | 07.05.2022 |
| **Change Order: 5 (SCO)** | | | | **$ 3,578.02** | **0** | **0.04%** | | | | | |
| P.002041 | Peters ES - SMART Program Renovations | 4 | 09.03.2025 | $ 3,578.02 | | 0.04% | West Construction, Inc. | Unforeseen | At the time of the project design the Door in Question (Door #1) was not Electrified. The Project documents did call out Electrified Hardware in the Bid documents. Furnish and Install Electrified Hardware at Door # 1 Bldg #1 | $ 8,391,143.00 | 07.05.2022 |
| **Change Order: 7** | | | | **$ -** | **614** | **0.00%** | | | | | |
| P.002041 | Peters ES - SMART Program Renovations | 31 | Pending Board Approval 03.10.2026 | $ - | 614 | 0.00% | West Construction, Inc. | Owner's Request | The delay concerns a modification to the storefront system, specifically the replacement of the glass-covered opening at the entrance of the U-shaped buildings with impact panels and reflective mirror glass at the storefront frame for Buildings 5, 7, 8, 9, 11, and 12. These design changes necessitated additional permitting, as well as the manufacturing and delivery of materials required for project completion. The resulting delays are ongoing and have affected the project's critical path | $ 8,391,143.00 | 07.05.2022 |
| **Grand Totals:** | | | | **$ 224,495.68** | **211** | **2.68%** | | | | | |

# COLLABORATION

## SIGN-OFF FORM

Title of Agenda Request Item: Change Order #7
WEST CONSTRUCTION, INC.
Peters Elementary School
P.002041

School Board Meeting: 03.10.2026

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 - 02/09/2026
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**

| | |
|---|---|
| 2026-03-10 | 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 #7 - Seminole MS, P.002047**

**REQUESTED ACTION:**

**Approve Change Order #7 granting 531 additional calendar days. District 6**

**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 Feb 23,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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.
Delta G – Consulting Engineers, Inc.
Seminole Middle School, Plantation
Project No. P.002047
ITB FY23-124

**MASTER PROJECT SUMMARY**

**Total Project Budget**

| | | |
|---|---|---|
| **Original D.E.F.P. Budget:** | **$** | **4,619,000.00** |
| Approved Add. Funding: (JJ-3, 10/11/22) | $ | 2,227,985.35 |
| New Funding Request: | $ | 0 |
| **Current Revised Budget:** | **$** | **6,846,985.35** |

**Total Project Schedule Summary**

-Notice to Proceed: 01/31/2023

-Current Projected Substantial Completion Date: 10/30/2026

-Current Projected Final Completion Date: 03/29/2027

**Change Order Analysis**

| | |
|---|---|
| Consultant Error | 0.00% |
| Consultant Omission | 1.26% |
| Owner's Request | - 0.72% |
| Unforeseen | 0.33% |
| Tax Savings from DOP | - 0.12% |
| **Total** | **0.75%** |

**Board Meeting Date: March 10, 2026**

**Recommended Action**

Approve Change Order #7 which includes 531 days.

**District-zone Impact:** District 6

**Impact if the Board Voted Yes or No:**

**-If the Board votes "Yes":** The Contractor will be granted 531 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: | $ | 4,487,226.00 | 365 Days |
| DIRECT OWNER PURCHASE(S): | $ | (88,275.00) | 0 Days |
| PREVIOUSLY APPROVED CO'S: | $ | 33,644.58 | 0 Days |
| CURRENT CO REQUEST: | $ | 0.00 | 531 Days |
| **CURRENT REVISED CONTRACT:** | $ | **4,432,595.58** | **896 Days** |

**Status of Work:**

The construction phase is 95% complete. The project is expected to achieve Substantial Completion by June 30, 2026, and Final Completion by November 27, 2026. This is not the final change order for this Project.

**Background/History**
The scope of work for this project includes building envelope improvements, fire alarm, fire sprinklers, HVAC improvements and media center improvements.

**Change Order Items:**
**Item #1 – (COI #29) Time Extension Request Due to Various Delays:** The project experienced several critical path disruptions due to concurrent delays. Initially, revisions were necessitated to the civil drawings during the City of Plantation's review of the fire line permit application. Concurrently, unforeseen on-site conditions arose, including the need for additional mechanical work on the variable air volume (VAV) transformer and the requested demolition of several portable buildings, which disrupted the fire alarm system. These various events collectively impacted the project's critical path. (Consultant Omission – $0.00; Add 71 Days)(Owner Request - $0.00; Add 224 Days)(Unforeseen - $0.00; Add 236 Days)

**Action Plan:**
This change order has been reviewed for entitlement by AECOM. The above-referenced Change Order Item, COI #29, received a recommendation 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 # 29

| | | | |
|---|---|---|---|
| Facility Name: | Seminole Middle School | Date: | 11.13.2025 |
| Project Name: | Seminole MS - SMART Program Renovations | Project # | P.002047 |
| Location No: | 1891 | | |
| Contractor: | WEST CONSTRUCTION, INC.<br>820 N 4TH ST<br>LANTANA,FL 33462 | Reference Letter Dated: | |

Description of Change:
Time extension request.

Attachments:

Reason For Change:
Delays due to time taken to receive the permit from the City of Plantation; added mechanical work and added work resulting from the demolition of portable buildings. TIA responsibilities are as follows Unforeseen - 236 days, Consultant Omission - 71 days and Owner - 224 days.

Summary:

| | | |
|---|---|---|
| Total Credits and/or Added Costs: | Add: | $0.00 |
| | Deduct: | |
| The Contract Time will remain unchanged. | | 531 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 |
|---|---|---|
| Igor Loncarevic 12.04.2025 | Angel Olivera 12.05.2025 | Michael Largo 12.09.2025 |
| Project Consultant's Signature Date | Contractor's Signature Date | Facilities Project Manager Date |
| Igor Loncarevic | Angel Olivera | Michael Largo |
| Project Consultant's Typed Name | Contractor's Typed Name | Facilities Project Manager's Typed Name |
| DELTA G - CONSULTING ENGINEERS, INC. | 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
**See Above**

AECOM

Established 1915
BROWARD
County Public Schools

# Time Impact Analysis Review

Project: P.002047, Seminole Middle School

Reference: PCO 29

November 4, 2025

Delivering a better world

## Quality information

| Prepared by | Checked by | Verified by | Approved by |
|---|---|---|---|
| Ibrahim Haider<br>Project Controls Analyst | Clay McKenna<br>Program Controls<br>Area Manager | | |

## Revision History

| Revision | Revision date | Details |
|---|---|---|
| 00 | 27-Oct-25 | Original Version |

# 1. Project Information

| Project Details | |
|---|---|
| Owner: | Broward County Public School District |
| Project Number: | P.002047 |
| School: | Seminole Middle School |
| Contractor: | West CONSTRUCTION Inc. |
| Architect/Engineer (A/E): | DELTA G - CONSULTING ENGINEERS, INC. |
| **Contract Details** | |
| Scope of Work: | Fire Alarm, Fire Sprinkler, Aluminum Covered Walkways repair, HVAC, media center and ADA restroom improvement work |
| Project NTP Date: | 31-Jan-23 |
| Period of Performance: | 565 Calendar Days |
| Original SC Date: | 16-Aug-24 |
| Approved Time Extensions: | N/A |
| Current SC Date: | 16-Aug-24 |
| **Time Impact Analysis (TIA) Details** | |
| TIA Subject: | PCO 29- Time Extension Request |
| Date Submitted by Contractor: | 25-Sep-25 |
| **Recommendation** | |
| Acceptance/Rejection: | Accepted |

**Table 1 Project Information**

# 2. Executive Summary

## 2.1 PCO #29

On 13-Oct-25, the Contractor submitted PCO #29, requesting a 700-day extension to the contract duration through Substantial Completion (SC). The Contractor asserts that the Fire Line Permit approval process delayed the project until the City of Plantation issued the permit on 14-Feb-25. The Contractor also cites additional delays caused by added mechanical work and pending Fire Alarm (FA) work resulting from the demolition of portable buildings.

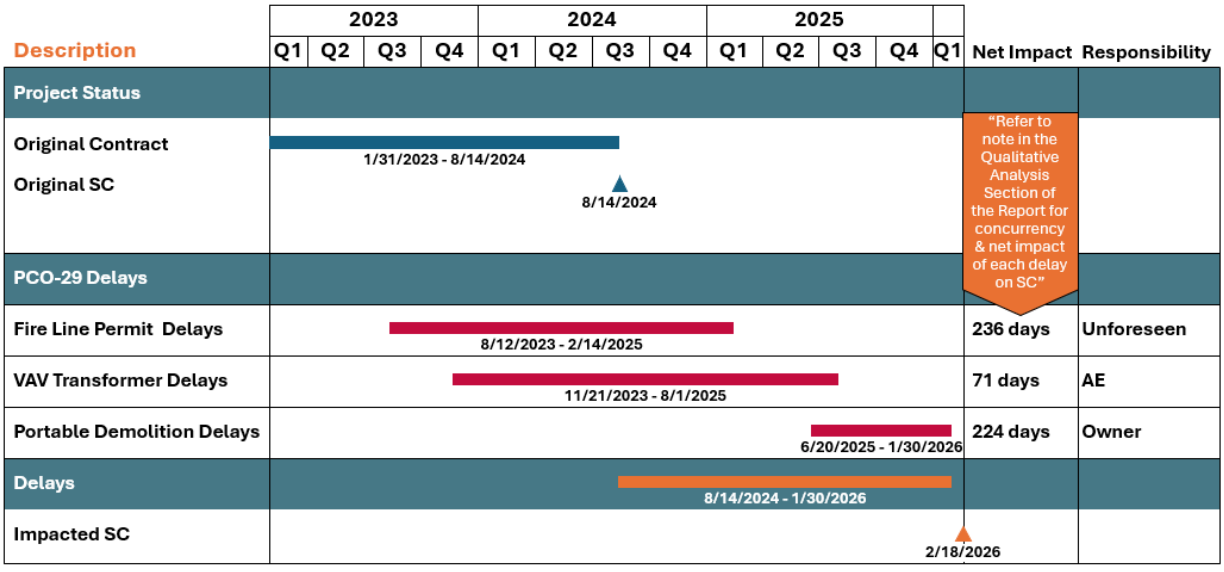
The FA-related delays associated with the portable demolition remain pending ASI approval, and the exact impact of this delay has not yet been determined. In coordination with the Project Manager, the Analyst has forecast January 30, 2026, as the date for the FA final inspection, serving as the provisional end date for the FA delay to assess its potential impact. The Analyst recommends granting an excusable, non-compensable time extension of 531 days to the SC due to unforeseen conditions, architect/engineer (AE) delays, and owner-related delays.

## 2.2 Analyst Recommendation

The Analyst reviewed the TIA submitted with PCO #29 along with project records and conducted an independent TIA.

- Granting an excusable, non-compensable time extension of 531 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-29 Delays**




## 2.3 Justification for Recommendation

- On 12-Aug-23, the Contractor submitted the Fire Line Permit application to the City of Plantation for approval. The permit approval process required revisions to the civil drawings and took over 550 days to complete. This delay impacted the Substantial Completion by 236 days and has been categorized as an unforeseen condition due to the prolonged approval process and the unique

nature of this project, which involved feeding the school's fire protection system from a fire hydrant located at a public park outside of the school and required City approval.

- On 21-Nov-23, the Contractor submitted RFI #10 to inform the AE about the missing electrical disconnects for the existing Variable Air Volume (VAV) units. Subsequently, the Contractor submitted several additional RFIs related to the same issue, which led to a change order adding the installation of transformers and shut-off switches for the VAVs to meet code requirements. The issue was resolved in July 2025 when the Contractor completed the transformer installations. The total impact of this delay is 294 days and is attributed to the AE for developing non–code-compliant plans. However, this delay partially overlaps with the delay caused by the portable demolition.
- On 20-Jun-25, the Owner demolished several portable buildings where the Contractor had already completed the Fire Alarm (FA) work included in the project scope. The demolition disrupted the FA system and led to ASI #8, which removed the demolished portables from the FA scope. This delay remains ongoing and continues to impact the Substantial Completion (SC). In coordination with the Project Manager (PM), the Analyst has assumed January 30, 2026, as the anticipated end date for this delay, resulting in an estimated 224-day impact to the SC. The exact extent of this delay is currently unknown, and the Contractor may submit an additional Time Impact Analysis (TIA) once the full impact becomes clear.
- 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 31-Jan-23. The Contract duration was 565 CDs from NTP to SC, and an additional 30 CDs from SC to Final Completion (FC), 595 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

1. On 12-Aug-23 the Contractor submitted Fire Line Permit Application to City of Plantation
2. On 22-Aug-23 the City of Plantation disapproved as revise and resubmit
3. On 21-Nov-23 Contractor submitted FRI #10 to the AE informing about electrical disconnect for existing VAVs
4. On 30-Jan-24 the City of Plantation rejected Revision 1 as revise and resubmit
5. On 10-Dec-24 Board approved PCO #06 for installing disconnects and step-up-transformers and shut off switches
6. In July 2025 Contractor completed installation of switches and transformer
7. 20-Jun-25 School demolished several Portables where the Contractor had already completed FA scope

## 3.3 Summary of Contractor's TIA

1. The Contractor has submitted a pre-impact schedule with a data date of 30-Sep-25, indicating a 478-day delay to Substantial Completion. However, this pre-impact schedule is not acceptable, as none of the delays referenced in the Contractor's narrative commenced after this data date, and two of the delays had already concluded prior to it.
2. The Contractor's post impact schedule data date 30-Sep-25 shows projected SC on 20-Jul-26 a 702-day delay to the SC
3. Fire alarm final inspection and certification are scheduled to finish on 12-Jun-24 with a total positive float of 13 days.
4. The Contractor alleges delay due to Fire Line Permit approval process, delaying critical FA activities.
5. The Contractor also alleges delays due to VAV transformers and demolition of Portables delaying mechanical and FA work.
6. The Contractor's TIA narrative is minimal and lacks full timeline explanation and supporting documentation.

### 3.4 Files Reviewed

1. Seminole MS - TIA Narrative_final
2. Seminole Middle Project Schedule BL_U7.31.2023
3. Seminole Middle Project Schedule BL_U 9.30.2025_TIA
4. Seminole Middle Project Schedule BL_U 9.30.2025
5. PCO-00029 - CPCOCUD - Time Extension Request - 1250b
6. 01250d Proposal Worksheet Summary
7. RFI-10, 11,12,13
8. ASI #8

# 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 September 2025 schedule update was not a logical pre-impact schedule for the delays the Contractor alleges impacted the Substantial Completion (SC) date. Specifically, the Fire Line Permit delay began in August 2023—approximately two years earlier than the Contractor's selected pre-impact data date.
4. The Analyst therefore selected the July 2023 schedule update (data date: 31-Jul-23) as the pre-impact schedule to model the delays associated with the Fire Line Permit.
5. To evaluate the impact of the Fire Line Permit on Substantial Completion, the following activity was incorporated into the pre-impact schedule with a data date of 31-Jul-23.

**Table 2 - Delays due to Fire Line Permit Approval**

| Task ID | Task Name | Duration | Predecessor | Successor |
|---|---|---|---|---|
| 26 | FIRE LINE PERMIT DELAYS | 474 days | 3 | 27 |

6. The duration of this fragnet was derived from the permit application submission date and the ISS plan review period.
7. When the impacted schedule was rescheduled, the Substantial Completion reflected a 236-day delay due to the Fire Line Permit approval process. This delay has been categorized as an Unforeseen Condition.
8. The Contractor also alleges a 589-day delay related to VAV transformer issues, first identified on-site on 21-Nov-23. This issue required additional mechanical work, which the Contractor completed on 02-Jul-25. This delay independently impacts Substantial Completion by 410 days extending it to 01-Oct-25.
9. To evaluate the impact of the VAVs on Substantial Completion, the following activity was incorporated into the pre-impact schedule with a data date of 30-Nov-23

**Table 3 - Delays due to VAV Transformer**

| Task ID | Task Name | Duration | Predecessor | Successor |
|---|---|---|---|---|
| 136 | CO Approval & Complete Additional Mechanical Work | 428 days | 135 | 137 |

10. When rescheduled this delay independently impacted the SC by 410 days.
11. Since the VAV transformer delay is partially concurrent with the Fire Line Permit delay, the impact on Substantial Completion is reduced to 229 days (01-Oct-25 – 14-Feb-25 = 229), representing the period beyond the Fire Line Permit delay.
12. On 20-Jun-25, the Owner demolished several portable buildings where the Contractor had already completed Fire Alarm (FA) work. This demolition disrupted the newly installed FA panel, resulting in an open circuit.
13. The portable demolition delay became concurrent with the VAV transformer delays and is now driving Substantial Completion. Consequently, the net impact of the VAV delays on Substantial Completion was reduced by 103 days, from the previous 229 days (01-Oct-25 – 20-Jun-25 = 103). Therefore, the net impact of the VAV transformer delay on Substantial Completion is 71 days attributed to the AE.
14. The interruption of the FA system due to portable demolition led to the issuance of ASI #8, which remains pending approval from the Building Department. The Analyst assumed an end date of 30-Jan-26 for the impact of this delay on Substantial Completion, resulting in an additional 224-day Owner-caused delay.

    **Note: Since the contract does not specify how to address concurrent delays involving multiple responsible parties, the Analyst followed AACE Recommended Practice RP 29R-03 to assess the net effect of concurrent delays. This protocol indicates that the sole remedy for such delays is an extension of time, with no monetary compensation to any party. As a result, the combined net delay attributable to the AE is determined to be 71 days, which would have been 294 days had the portable demolition not concurrently impacted the SC.**

## 4.2 Qualitative Analysis

1. The Analyst performed and independent validation of Contractor schedules and project documents (ISS documents, Field Inspections and Reports, RFI’s, e-builder comments by all stakeholders,

submittals and approvals). Dates and durations for delay events have been reviewed with the Project Manager and confirmed to the best extent possible.

### 4.3 Responsibility Matrix

| Contractor | Unforeseen | AE | Owner | **Net Impact** |
|---|---|---|---|---|
| 0 | 236 | 71 | 224 | 531 |

**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 July 2023 Update (DD: 31-Jul-23)

## A.2 Post-impact July 2023 Update (DD: 31-Jul-23)

## A.3 Pre-impact November 2023 Update (DD: 30-Nov-23)

## A.4 Post-impact November 2023 Update (DD: 30-Nov-23)

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 (SCO)** | | | | **$ 7,994.00** | **0** | **0.18%** | | | | | |
| P.002047 | Seminole MS - SMART Program Renovations | 1 | 11.07.2023 | $ 7,994.00 | 0 | 0.18% | West Construction, Inc. | Unforeseen | While demolishing the floor and walls, it was discovered that an existing water cooler on the outside wall needed to be connected to the new restroom's underground piping and that the existing floor drains were not able to be reused. The Contractor provided labor and material to run the drain line for the existing water cooler and install additional floor drains. | $ 4,487,226.00 | 01.31.2023 |
| **Change Order: 2 (SCO)** | | | | **$ 56,673.17** | **0** | **1.26%** | | | | | |
| P.002047 | Seminole MS - SMART Program Renovations | 6 | 12.02.2024 | $ 56,673.17 | 0 | 1.26% | West Construction, Inc. | Consultant Omission | Site conditions were not the same as drawings as the 120V panel on site that required an additional step-down 120V transformer and shut off switch to install 29 VAVs. Therefore, the Contractor is to provide labor, material, and equipment to install new disconnects and step-up transformer to go from 120V to 277V. | $ 4,487,226.00 | 01.31.2023 |
| **Change Order: 3 (SCO)** | | | | **$ 6,745.88** | **0** | **0.15%** | | | | | |
| P.002047 | Seminole MS - SMART Program Renovations | 10 | 02.19.2025 | $ 6,745.88 | 0 | 0.15% | West Construction, Inc. | Unforeseen | The existing as-built drawings indicated the presence of a 100 amp NEMA 3R disconnect, but it appears that it was not actually installed. The existing 60 Amp disconnect needs to be replaced with a 100 amp NEMA 3R fused disconnect. Provide labor and materials for the replacement of the 60 Amp existing disconnect to a 100 Amp disconnect to facilitate the connection of the new fuse. | $ 4,487,226.00 | 01.31.2023 |
| **Change Order: 4 (SCO)** | | | | **$ (5,346.50)** | **0** | **-0.12%** | | | | | |
| P.002047 | Seminole MS - SMART Program Renovations | 11 | 07.14.2025 | $ (5,346.50) | 0 | -0.12% | West Construction, Inc. | Tax Savings | In accordance with the contract, this change order is the final Tax Reconciliation of all direct owner purchases. | $ 4,487,226.00 | 01.31.2023 |
| **Change Order: 5 (SCO)** | | | | **$ (37,201.28)** | **0** | **-0.83%** | | | | | |
| P.002047 | Seminole MS - SMART Program Renovations | 11 | 08.15.2025 | $ (37,201.28) | 0 | -0.83% | West Construction, Inc. | Owner's Request | SBBC has decided that the existing doors are suitable to remain in place and that the new doors are no longer necessary. Additionally, this work would have required a temporary shutdown of the single point of entry, which led SBBC administration to push back against proceeding with this new scope. Credit for de-scoping the installation of a new Storefront System by the single point of entry. | $ 4,487,226.00 | 01.31.2023 |
| **Change Order: 6 (SCO)** | | | | **$ 4,779.31** | **0** | **0.11%** | | | | | |
| P.002047 | Seminole MS - SMART Program Renovations | 8 | 10.23.2025 | $ 4,779.31 | 0 | 0.11% | West Construction, Inc. | Owner's Request | The failure of the grease trap is attributed to a corroded pipe that was already in a deteriorated state. Provide labor and materials for emergency repair of the grease trap line around the kitchen area. | $ 4,487,226.00 | 01.31.2023 |
| **Change Order: 7** | | | | **$ -** | **531** | **0.00%** | | | | | |
| P.002047 | Seminole MS - SMART Program Renovations | 29 | Pending Board Approval 1.21.2025 | $ - | 531 | 0.00% | West Construction, Inc. | | The project experienced several critical path disruptions due to concurrent delays. Initially, revisions were necessitated to the civil drawings during the City of Plantation's review of the fire line permit application. Concurrently, unforeseen on-site conditions arose, including the need for additional mechanical work on the variable air volume (VAV) transformer and the requested demolition of several portable buildings, which disrupted the fire alarm system. These various events collectively impacted the project's critical path. **Consultant Omission - 71 Days, Owner Request - 224 Days, Unforeseen - 236 Days** | $ 4,487,226.00 | 01.31.2023 |
| **Grand Totals:** | | | | **$ 33,644.58** | **0** | **0.75%** | | | | | |

# COLLABORATION

## SIGN-OFF FORM

Title of Agenda Request Item: Change Order #7
WEST CONSTRUCTION, INC.
Seminole Middle School
P.002047

School Board Meeting: 03.10.2026

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 - 02/20/2026
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**

| | |
|---|---|
| 2026-03-10 | 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:**

**Change Order #8 - Boyd Anderson HS, P.001846**

**REQUESTED ACTION:**

**Approved additional funding in the amount of $54,030.04 and approve Change Order #8 in the amount of $54,029.56. 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
- Change Order
- Approved COI Log
- Collaboration Form

**FINANCIAL IMPACT:**

$54,029.56 change order requiring $54,030.04 additional funding from the Capital Projects Reserve, increasing the project budget from $10,645,733.96 to $10,699,764.00.

**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 Feb 23,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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
West Construction, Inc.
M.C. Harry and Associates, Inc.
Boyd H. Anderson High School, Lauderdale Lakes
SMART Program Renovations
Project No. P.001846
ITB 19-160C

## MASTER PROJECT SUMMARY

**Total Project Budget**
**Original D.E.F.P. Budget: $ 5,274,000.00**
Approved Add. Funding:$ 5,371,733.96
(JJ-1, 10/20/20); (JJ-1, 12/13/22);
(JJ-4, 08/08/23); (JJ-4, 02/21/24);
(JJ-5, 04/16/24); (JJ-9, 09/10/24)
New Funding Request: $ 54,030.04
**Current Revised Budget: $10,699,764.00**

**Total Project Schedule Summary**
-Notice to Proceed: 03/03/2021

-Current Planned Substantial Completion: 01/30/2027

-Current Planned Final Completion: 06/29/2027

**Change Order Analysis**

| | |
|---|---|
| Consultant Error | 0.77% |
| Consultant Omission | 0.03% |
| Owner's Request | - 0.11% |
| Unforeseen | 10.31% |
| Tax Savings from DOP | 0.00% |
| Total | 11.00% |

**Board Meeting Date: March 10, 2026**

**Recommended Action**
Approve additional funding in the amount of $54,030.04 and approve Change Order #8 in the amount of $54,029.56

**District-zone Impact**: District 5

**Impact if the Board Voted Yes or No**
**-If the Board votes "Yes":** The Contractor will be compensated for additional work required to install sixty (60) E-Curbs in lieu of standard flashing for electrical penetrations and a liquid membrane system to meet warranty requirements.
**-If the Board votes "No":** A delay in the approval of this item may adversely affect the completion of the scope of work and further impact the roof warranty.

**Construction Contract Summary**:

| | | | |
|---|---|---|---|
| ORIGINAL BASE CONTRACT: | $ | 7,683,274.87 | 600 Days |
| DIRECT OWNER PURCHASE(S): | $ | (1,173,479.93) | 0 Days |
| PREVIOUSLY APPROVED CO'S: | $ | 790,137.36 | 145 Days |
| CURRENT CO REQUEST: | $ | 54,029.56 | 0 Days |
| **CURRENT REVISED CONTRACT:** | $ | **7,353,961.86** | **745 Days** |

**Status of Work**:
The construction phase is 98% complete. The project is expected to achieve Substantial Completion by January 30, 2027, and Final Completion by June 29, 2027. This is not the final change order for this Project.

**Background/History**
The scope of work for this project includes safety and security upgrades, ADA restroom renovation, STEM lab improvements, and building envelope improvements.

**Change Order Items:**
**Item #1 – (COI #45) Installation of Liquid Applied Membrane System:** During the plan review process, the lightweight concrete option was replaced with a liquid applied membrane due to a conflict between the originally proposed lightweight concrete flashing and the existing conduits. It was determined that implementing a liquid membrane roofing system would resolve the flashing issue while preserving the roofing warranty. Accordingly, the Contractor is required to furnish all labor and materials necessary for the installation of the liquid applied membrane roofing system. (Consultant Error - $13,646.31; Add 0 Days)

**Item #2 - (COI #49) Installation of Sixty (60) E-Curbs:** The current mounting system for the disconnect switches at Building 6 utilizes u-shaped, perforated Unistrut stands, which are susceptible to water intrusion. The existing perforation design precludes the correct installation of flashing as detailed in the initial construction documents, potentially voiding the 20-year roof warranty. The recommended solution was the use of E-curbs, which provide a watertight seal and are covered under the roof assembly warranty. (Consultant Error - $40,383.25; Add 0 Days)

**Other Item**
**Item #1 – Additional Funding Request:** The change order item exceeds the available change order contingency in the project; therefore $54,030.04 is being requested to fund this change order and reconcile the Total Project Budget.

**Action Plan:**
This change order has been reviewed for entitlement by AECOM and for cost by AtkinsRealis. The above-referenced Change Order Items, COI #45 and COI #49, were recommended 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**
The approval of this item ensures the Contractor installs E-curbs to disconnect switches and a liquid applied membrane system to maintain roof warranty.

**Financial Impact**
The financial impact of this item is $54,029.56, $54,030.04 will be funded from the Capital Projects Reserve. This increases the project budget from $10,645,733.96 to $10,699,764.00.

**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 # 45

| | | | |
|---|---|---|---|
| Facility Name: | Boyd H. Anderson High School | Date: | 12.11.2025 |
| Project Name: | Boyd Anderson HS - SMART Program Renovation | Project # | P.001846 |
| Location No: | 1741 | | |
| Contractor: | WEST CONSTRUCTION, INC.<br>820 N 4TH ST<br>LANTANA,FL 33462 | Reference Letter Dated: | |

Description of Change:
Provide labor & materials for installation of a liquid applied membrane system.

Attachments:

Reason For Change:
The lightweight concrete was changed for a liquid applied membrane, which presented a conflict between the proposed lightweight concrete flashing & the existing conduits. It was determined a liquid applied membrane roofing system would solve the flashing conflict and maintain the roofing warranty.

Summary:

| | | |
|---|---|---|
| Total Credits and/or Added Costs: | Add: | $13,646.31 |
| | 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 |
|---|---|---|
| Andrea Taylor Jones 12.18.2025 | Mike Lilly 12.19.2025 | Samuel Coats 12.31.2025 |
| Project Consultant's Signature Date | Contractor's Signature Date | Facilities Project Manager Date |
| Andrea Taylor Jones | Mike Lilly | Samuel Coats |
| Project Consultant's Typed Name | Contractor's Typed Name | Facilities Project Manager's Typed Name |
| M.C. HARRY AND ASSOCIATES, INC. | 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

**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 # 49

| | | | |
|---|---|---|---|
| Facility Name: | Boyd H. Anderson High School | Date: | 11.13.2025 |
| Project Name: | Boyd Anderson HS - SMART Program Renovation | Project # | P.001846 |
| Location No: | 1741 | | |
| Contractor: | WEST CONSTRUCTION, INC.<br>820 N 4TH ST<br>LANTANA,FL 33462 | Reference Letter Dated: | |

Description of Change:
Provide labor and materials for the installation of 60 E-Curbs in lieu of standard flashing for electrical penetrations.

Attachments: _____

Reason For Change:
The existing disconnects at Bldg. 6 are mounted on Unistrut Stands penetrating the roof. The bid drawings indicated the stands being sealed with standard roof flashing, which will not meet the seal requirements for the 20yr manufacturer warranty. The E-Curbs meet the necessary seal and warranty requirements.

Summary:

| | | |
|---|---|---|
| Total Credits and/or Added Costs: | Add: | $40,383.25 |
| | 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 |
|---|---|---|
| Lourdes Solera 01.26.2026 | Mike Lilly 01.27.2026 | Chris Schiappa 01.27.2026 |
| Project Consultant's Signature Date | Contractor's Signature Date | Facilities Project Manager Date |
| Lourdes Solera | Mike Lilly | Chris Schiappa |
| Project Consultant's Typed Name | Contractor's Typed Name | Facilities Project Manager's Typed Name |
| M.C. HARRY AND ASSOCIATES, INC. | 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

**Approved Change Order Item Log**

| Project Number | Project Name | Item # | Board Date | Change Order Amount | Days Extended | Percent Change | Contractor | Reason | Description | Original Contract Amount | Actual Start |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Change Order: 1** | | | | **$ 614,015.00** | **145** | **7.99%** | | | | | |
| P.001846 | Boyd H. Anderson HS - SMART Program Renovations | 4 | 12.13.22 | $ 287,810.00 | 0 | 3.75% | West Construction, Inc. | Unforeseen | The Contractor is to provide labor, materials and equipment to removal existing LWIC down to existing metal deck and install new roofing. Building 1 consists of classrooms and Building 2 consists of auditorium, gym and classrooms. | $ 7,683,274.87 | 03.03.2021 |
| P.001846 | Boyd H. Anderson HS - SMART Program Renovations | 5 | 12.13.22 | $ 326,205.00 | 145 | 4.25% | West Construction, Inc. | Unforeseen | The Contractor is to provide additional labor and material to perform second roof demolition, install temporary membrane, and saw cut existing LWIC to facilitate removal on Building 5 which consists of classrooms. | $ 7,683,274.87 | 03.03.2021 |
| **Change Order: 2** | | | | **$ 121,849.00** | **0** | **1.59%** | | | | | |
| P.001846 | Boyd H. Anderson HS - SMART Program Renovations | 6 | 08.08.2023 | $ 119,571.00 | 0 | 1.56% | West Construction, Inc. | Unforeseen | During construction, it was discovered that elevated levels of moisture in the roofing system have led to failures in the tectum decking. Therefore, the Contractor is to provide labor, material, and equipment to remove approximately 7,075 sq. ft. of existing tectum roof decking at Building 2 and replace it with metal decking. | $ 7,683,274.87 | 03.03.2021 |
| P.001846 | Boyd H. Anderson HS - SMART Program Renovations | 14 | 08.08.2023 | $ 2,278.00 | 0 | 0.03% | West Construction, Inc. | Consultant Omission | The permitted plans showed a new door leading to the teacher's workstation in Room 234 that would necessitate demolishing the existing school lockers. Demolishing the lockers was not the intent of the original scope of work. Therefore, the door opening and teacher workstation are to be relocated by the Contractor. | $ 7,683,274.87 | 03.03.2021 |
| **Change Order: 3** | | | | **$ 33,071.00** | **0** | **0.43%** | | | | | |
| P.001846 | Boyd H. Anderson HS - SMART Program Renovations | 16 | 02.21.2024 | $ 33,071.00 | 0 | 0.43% | West Construction, Inc. | Unforeseen | During construction, it was discovered the existing condition revealed corrosion resulting in necessary metal deck replacement. Therefore, the Contractor is to provide labor, material and equipment for metal deck replacement in Building 3. | $ 7,683,274.87 | 03.03.2021 |
| **Change Order: 4** | | | | **$ 5,191.96** | **0** | **0.07%** | | | | | |
| P.001846 | Boyd H. Anderson HS - SMART Program Renovations | 7 | 04.16.2024 | $ 15,307.44 | 0 | 0.20% | West Construction, Inc. | Unforeseen | During construction, an additional existing resilient flooring was discovered underneath the carpet which was to be removed and replaced with new flooring. The resilient floor had to be removed to prepare the slab for the new resilient flooring. In order to do so, the Contractor had to grind off excess adhesive and patch floor slab to receive the new flooring. Therefore, the Contractor is to provide labor, material and equipment to remove existing adhesive from existing additional resilient flooring underneath carpet. | $ 7,683,274.87 | 03.03.2021 |
| P.001846 | Boyd H. Anderson HS - SMART Program Renovations | 10 | 04.16.2024 | $ (13,043.48) | 0 | -0.17% | West Construction, Inc. | Owner's Request | The initial scope called for a health and wellness circulation desk which is no longer required as the work was completed by the Furniture, Fixtures and Equipment Group (FF&E). | $ 7,683,274.87 | 03.03.2021 |
| P.001846 | Boyd H. Anderson HS - SMART Program Renovations | 29 | 04.16.2024 | $ 2,928.00 | 0 | 0.04% | West Construction, Inc. | Owner's Request | At the request of the Owner, additional horn strobe to the fire alarm is to be installed in the aviation lab. Therefore, the Contractor is to provide labor, material, and equipment to install additional horn strobe to the fire alarm. | $ 7,683,274.87 | 03.03.2021 |
| **Change Order: 5** | | | | **$ 642.40** | **0** | **0.01%** | | | | | |
| P.001846 | Boyd H. Anderson HS - SMART Program Renovations | 27 | 06.18.2024 | $ 642.40 | 0 | 0.01% | West Construction, Inc. | Unforeseen | During construction it was discovered that there were rotting wooden boards that require replacement. The Contractor is to provide labor, material and equipment to remove and replace fascia boards on the roof of Building 10. | $ 7,683,274.87 | 03.03.2021 |
| **Change Order: 6** | | | | **$ 15,368.00** | **0** | **0.20%** | | | | | |
| P.001846 | Boyd H. Anderson HS - SMART Program Renovations | 2 | 09.10.2024 | $ 4,716.00 | 0 | 0.06% | West Construction, Inc. | Consultant Error | A panel was removed during demolition, it was later discovered that electricity is needed in the area which was not originally shown in the plans. The Contractor is to provide labor, material and equipment to install electricity from the new panel. | $ 7,683,274.87 | 03.03.2021 |
| P.001846 | Boyd H. Anderson HS - SMART Program Renovations | 13 | 09.10.2024 | $ 1,363.00 | 0 | 0.02% | West Construction, Inc. | Owner's Request | Due to unforeseen HVAC ductwork in ceiling the ceiling, boxes had to be lowered. Therefore, the Contractor is to provide labor, material and equipment to relocate ceiling boxes into new revised ceiling in the restroom. | $ 7,683,274.87 | 03.03.2021 |
| P.001846 | Boyd H. Anderson HS - SMART Program Renovations | 28 | 09.10.2024 | $ 9,289.00 | 0 | 0.12% | West Construction, Inc. | Unforeseen | During construction it was discovered that there are water pipes and electrical lines that are located on top of the canopy walkway roof. It became necessary to relocate the existing piping to accommodate new roof elevations from reroofing. Therefore, the Contractor is to provide labor, material and equipment to relocate plumbing lines on top of canopy walkways. | $ 7,683,274.87 | 03.03.2021 |
| **Change Order: 7**** | | | | **$ 39,372.11** | **0** | **0.51%** | | | | | |
| P.001846 | Boyd H. Anderson HS - SMART Program Renovations | 49 | Pending Board Approval **WITHDRAWN** | $ 39,372.11 | 0 | 0.51% | West Construction, Inc. | Consultant Error | The current mounting system for the disconnect switches at Building 6 utilizes u-shaped, perforated Unistrut stands, which are susceptible to water intrusion. The existing perforation design precludes the correct installation of flashing as detailed in the initial construction documents, potentially voiding the 20-year roof warranty. The recommended solution was the use of E-curbs, which provide a watertight seal and are covered under the roof assembly warranty | $ 7,683,274.87 | 03.03.2021 |
| **Change Order: 8** | | | | **$ 54,029.56** | **0** | **0.70%** | | | | | |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| P.001846 | Boyd H. Anderson HS - SMART Program Renovations | 45 | Pending Superintendent Signature | $ 13,646.31 | 0 | 0.18% | West Construction, Inc. | Consultant Error | During the plan review process, the lightweight concrete option was replaced with a liquid applied membrane due to a conflict between the originally proposed lightweight concrete flashing and the existing conduits. It was determined that implementing a liquid membrane roofing system would resolve the flashing issue while preserving the roofing warranty. Accordingly, the Contractor is required to furnish all labor and materials necessary for the installation of the liquid applied membrane roofing system. | $ 7,683,274.87 | 03.03.2021 |
| P.001846 | Boyd H. Anderson HS - SMART Program Renovations | 49 | Pending Board Approval 02.10.2026 | $ 40,383.25 | 0 | 0.53% | West Construction, Inc. | Consultant Error | The current mounting system for the disconnect switches at Building 6 utilizes u-shaped, perforated Unistrut stands, which are susceptible to water intrusion. The existing perforation design precludes the correct installation of flashing as detailed in the initial construction documents, potentially voiding the 20-year roof warranty. The recommended solution was the use of E-curbs, which provide a watertight seal and are covered under the roof assembly warranty | $ 7,683,274.87 | 03.03.2021 |
| **Grand Totals:** | | | | **$ 844,166.92** | **145** | **10.99%** | | | | | |

# COLLABORATION

## SIGN-OFF FORM

Title of Agenda Request Item: Change Order #8
WEST CONSTRUCTION, INC.
Boyd H. Anderson High School
P.001846

School Board Meeting: 03.10.2026

The financial impact of this item is $54,029.56

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 $54,030.04 will come from the Capital Projects Reserve. This changes the project from $10,645,733.96 to $10,699,764.00

| Department Name | Department Head |
| --- | --- |
| Capital Budget | Omar Shim, Director of Capital Budget |

Omar Shim - 02/09/2026
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**

| | |
|---|---|
| 2026-03-10 | 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:**

**Change Order #9 - Coral Springs MS, P.001979**

**REQUESTED ACTION:**

**Approve additional funding in the amount of $49,907 and approve Change Order #9 in the amount of $49,906.97. 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:**

$49,906.67 change order requiring $49,907 additional funding from the Capital Projects Reserve, increasing the project budget from $21,313,094 to $21,363,001.

**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 Feb 23,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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 #9
West Construction, Inc.
Rodriguez Architects, Inc.
Coral Springs Middle School, Coral Springs
Project No. P.001979
ITB FY22-237

**MASTER PROJECT SUMMARY**

**Total Project Budget**

| | | |
|---|---|---|
| **Original D.E.F.P. Budget:** | **$** | **10,502,000** |
| Approved Add. Funding: | $ | 10,811,094 |
| (JJ-22, 04/19/22); (Item 27, 07/30/24); (JJ-10, 08/21/24); (JJ-8, 02/19/25); (JJ-9, 08/19/25); (JJ-3, 09/16/25) | | |
| New Funding Request: | $ | 49,907 |
| **Current Revised Budget:** | **$** | **21,363,001** |

**Total Project Schedule Summary**

-Notice to Proceed: 07/05/2022

-Current Projected Substantial Completion Date: 01/29/2027

-Current Projected Final Completion Date: 06/28/2027

**Change Order Analysis**

| | |
|---|---|
| Consultant Error | 0.26% |
| Consultant Omission | 0.95% |
| Owner's Request | 0.06% |
| Unforeseen | 17.93% |
| Tax Savings from DOP | 0.00% |
| **Total** | **19.20%** |

**Board Meeting Date: March 10, 2026**

**Recommended Action**

Approve additional funding in the amount of $49,907 and approve Change Order #9 in the amount of $49,906.67.

**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 install dedicated circuits for code compliance as well as reroute and relocate electrical circuits and devices.

**-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: | $ | 15,561,967.00 | 730 Days |
| DIRECT OWNER PURCHASE(S): | $ | (2,867,805.16) | 0 Days |
| PREVIOUSLY APPROVED CO'S: | $ | 2,938,238.36 | 334 Days |
| CURRENT CO REQUEST: | $ | 49,906.67 | 0 Days |
| **CURRENT REVISED CONTRACT:** | $ | **15,682,306.87** | **1,064 Days** |

**Status of Work:**

The construction phase is 84% complete. The project is expected to achieve Substantial Completion by January 29, 2027, and Final Completion by June 28, 2027. This is not the final change order for this Project.

**Background/History**
The scope of work for the project includes HVAC improvements, media center improvements, and building envelope improvements.

**Change Order Items:**
**Item #1 – (COI #16) Installation of Dedicated Circuits for Code Compliance:** To comply with the National Electrical Code (NEC), additional hand dryers require dedicated circuits and lockable disconnects. Because the electrical panels specified in the permitted drawings were at capacity, new circuit connections had to be relocated to alternative panels. Therefore, the Contractor is to provide labor, material for additional dedicated circuits for code compliance. (Consultant Error – $40,317.18; Add 0 Days)

**Item #2 – (COI #43) Reroute and Relocate Electrical Circuits and Devices:** During the construction phase, it was identified that the coordination drawings for furniture, fixtures, and equipment required adjustments in circuit locations. The necessary modifications were implemented to accommodate the final vendor layout for previously ordered furniture and to ensure optimal functionality at the designated promethean board sites. Accordingly, the Contractor is required to furnish all labor, materials, and equipment needed to reroute and relocate electrical circuits and devices in accordance with the revised promethean board locations. (Owner's Request - $9,589.49; Add 0 Days)

**Other Item**
**Item #1 – Additional Funding Request:** The change order item exceeds the available change order contingency in the project; therefore $49,907 is being requested.

**Action Plan:**
This change order has been reviewed for entitlement by AECOM and for cost by AtkinsRealis. The above-referenced Change Order Items, COI #16 and COI #43, 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 install dedicated circuits for code compliance as well as reroute and relocate electrical circuits and devices.

**Financial Impact**
The financial impact of this item is $49,906.67, $49,907 will be funded from the Capital Projects Reserve. This increases the project budget from $21,313,094 to $21,363,001.

**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 # 16

| | | | |
|---|---|---|---|
| Facility Name: | Coral Springs Middle School | Date: | 11.20.2025 |
| Project Name: | Coral Springs MS - SMART Program Renovations | Project # | P.001979 |
| Location No: | 2561 | | |
| Contractor: | WEST CONSTRUCTION, INC.<br>820 N 4TH ST<br>LANTANA,FL 33462 | Reference Letter Dated: | |

Description of Change:
Provide Labor and Materials for additional dedicated circuits for the following items: Hand dryer(s) to Panel L3A (Room 192), EF 1-38A (Chiller) to Panel EMH2 (Room 156A), Hot Water Pump to Panel MCC (Room 237).

Attachments:

Reason For Change:
Additional Hand Dryers require lockable disconnects and dedicated circuits for compliance with the NEC code. Panels shown for new circuit connections in permitted drawings were full and circuit connections required relocation.

Summary:

| | | |
|---|---|---|
| Total Credits and/or Added Costs: | Add: | $40,317.18 |
| | 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 12.04.2025 | Personna Myrie 12.08.2025 | Felix Lubin 12.15.2025 |
| Project Consultant's Signature Date | Contractor's Signature Date | Facilities Project Manager Date |
| Rosi Cutrone | Personna Myrie | Felix Lubin |
| Project Consultant's Typed Name | Contractor's Typed Name | Facilities Project Manager's Typed Name |
| RODRIGUEZ ARCHITECTS, INC. | 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

**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 # 43

| | | | |
|---|---|---|---|
| Facility Name: | Coral Springs Middle School | Date: | 12.18.2025 |
| Project Name: | Coral Springs MS - SMART Program Renovations | Project # | P.001979 |
| Location No: | 2561 | | |
| Contractor: | WEST CONSTRUCTION, INC.<br>820 N 4TH ST<br>LANTANA,FL 33462 | Reference Letter Dated: | |

Description of Change:
Provide Labor and Materials to reroute and relocate electrical circuits and devices to accommodate revised Promethean board locations per FF&E coordination.

Attachments:

Reason For Change:
Furniture, Fixtures & Equipment coordination drawings required circuits to be relocated. Changes were necessary to support final vendor layout for previously ordered Furniture and to ensure proper functionality at the proposed Promethean board locations.

Summary:

| | | |
|---|---|---|
| Total Credits and/or Added Costs: | Add: | $9,589.49 |
| | 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 01.05.2026 | Personna Myrie 01.07.2026 | Felix Lubin 01.08.2026 |
| Project Consultant's Signature Date | Contractor's Signature Date | Facilities Project Manager Date |
| Rosi Cutrone | Personna Myrie | Felix Lubin |
| Project Consultant's Typed Name | Contractor's Typed Name | Facilities Project Manager's Typed Name |
| RODRIGUEZ ARCHITECTS, INC. | 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

**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 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Superintendent Letter CO-2** | | | | **$ 13,001.00** | **0** | **0.08%** | | | | | |
| P.001979 | Coral Springs MS - SMART Program Renovations | 1 | 01.24.2023 | $ 13,001.00 | 0 | 0.08% | West Construction, Inc. | Consultant Omission | Provide all labor, materials, and equipment to install a new air separator tank and expansion tank in the chilled water system. | $ 15,561,967.00 | 07.05.2022 |
| **Change Order: 1** | | | | **$ 72,381.05** | **0** | **0.47%** | | | | | |
| P.001979 | Coral Springs MS - SMART Program Renovations | 7 | 06.13.2023 | $ 72,381.05 | 0 | 0.47% | West Construction, Inc. | Unforeseen | It was discovered during construction that the existing above ceiling electrical installation did not meet code. The Contractor was directed by the Building Department to correct the existing condition and will provide labor, materials, and equipment to properly support the above ceiling electrical conduit and junction boxes in Building 1. | $ 15,561,967.00 | 07.05.2022 |
| **Superintendent Letter CO-6** | | | | **$ 36,972.60** | **0** | **0.24%** | | | | | |
| P.001979 | Coral Springs MS - SMART Program Renovations | 12 | 03.26.2024 | $ 36,972.60 | 0 | 0.24% | West Construction, Inc. | Unforeseen | Moisture test indicates moisture exceeds the allowable limit therefore the Contractor is to provide moisture mitigation to the media center floor. | $ 15,561,967.00 | 07.05.2022 |
| **Superintendent Letter CO-7** | | | | **$ 23,920.66** | **0** | **0.15%** | | | | | |
| P.001979 | Coral Springs MS - SMART Program Renovations | 11 | 04.12.2024 | $ 23,920.66 | 0 | 0.15% | West Construction, Inc. | Unforeseen | The existing above ceiling electrical boxes were found to be unsupported and must be brought up to code for the safety of the building occupants and protection of the property. The Contractor will provide proper support for the above ceiling electrical conduits and junction boxes for the kitchen, dining area, stage, and interior ciculations in Building 1. | $ 15,561,967.00 | 07.05.2022 |
| **Superintendent Letter CO-8** | | | | **$ 4,829.02** | **0** | **0.03%** | | | | | |
| P.001979 | Coral Springs MS - SMART Program Renovations | 3 | 04.23.2024 | $ 4,829.02 | 0 | 0.03% | West Construction, Inc. | Consultant Omission | The Contractor is to furnish and install a pressure relief fan for AHU 1-1. The fan was no specificed in the original drawings. | $ 15,561,967.00 | 07.05.2022 |
| **Change Order: 2** | | | | **$ 113,044.89** | **0** | **0.73%** | | | | | |
| P.001979 | Coral Springs MS - SMART Program Renovations | 15 | 05.21.2024 | $ 113,044.89 | 0 | 0.73% | West Construction, Inc. | Consultant Omission | The lighting package for the gym was not provided in the electrical plans on the bid set of drawings. Therefore, the Contractor is to provide labor, material and equipment to provide lighting in the gymnasium. | $ 15,561,967.00 | 07.05.2022 |
| **Change Order: 3** | | | | **$ 2,529,714.68** | **334** | **16.26%** | | | | | |
| P.001979 | Coral Springs MS - SMART Program Renovations | 14 | 07.30.2024 | $ 2,529,714.68 | 334 | 16.26% | West Construction, Inc. | Unforeseen | During the roof demolition of Building 1, it was discovered that the existing metal deck had deteriorated beyond repair from when the initial testing was performed. The metal decking requires replacement before the new roof can be installed. The Contractor will remove the existing metal deck and replace it with a new galvanized deck. | $ 15,561,967.00 | 07.05.2022 |
| **Change Order: 4** | | | | **$ 14,491.17** | **0** | **0.09%** | | | | | |
| P.001979 | Coral Springs MS - SMART Program Renovations | 20 | 12.17.2024 | $ 14,491.17 | 0 | 0.09% | West Construction, Inc. | Unforeseen | During construction, several electrical boxes above the ceiling were discovered to be unsupported and inadequately secured. Therefore, the Contractor is to provide labor, material and equipment to properly support the above ceiling electrical conduit and junction boxes. | $ 15,561,967.00 | 07.05.2022 |
| **Change Order: 5** | | | | **$ 64,583.86** | **0** | **0.42%** | | | | | |
| P.001979 | Coral Springs MS - SMART Program Renovations | 29 | 02.19.2025 | $ 33,451.01 | 0 | 0.21% | West Construction, Inc. | Unforeseen | During construction, it was discovered that the electrical boxes and conduits in its current state do not satisfy the National Electrical Code (NEC) requirement. Therefore, the Contractor is to provide labor, material and equipment to support one hundred and thirteen (113) existing unsupported electrical boxes, forty (40) conduits and one hundred and fifty-three (153) unit struts to meet code requirements. | $ 15,561,967.00 | 07.05.2022 |
| P.001979 | Coral Springs MS - SMART Program Renovations | 30 | 02.19.2025 | $ 13,211.61 | 0 | 0.08% | West Construction, Inc. | Unforeseen | During construction, it was discovered that the electrical boxes and conduits in its current state do not satisfy the National Electrical Code (NEC) requirement. Therefore, the Contractor is to provide labor, material and equipment to support forty-four (44) existing unsupported electrical boxes, fourteen (14) conduits and fifty-eight (58) unit struts to meet code requirements. | $ 15,561,967.00 | 07.05.2022 |
| P.001979 | Coral Springs MS - SMART Program Renovations | 31 | 02.19.2025 | $ 6,312.34 | 0 | 0.04% | West Construction, Inc. | Unforeseen | During construction, it was discovered that the electrical boxes and conduits in its current state do not satisfy the National Electrical Code (NEC) requirement. Therefore, the Contractor is to provide labor, material and equipment to support twenty-two (22) existing unsupported electrical boxes, six (6) conduits and twenty-eight (28) unit struts to meet code requirements. | $ 15,561,967.00 | 07.05.2022 |
| P.001979 | Coral Springs MS - SMART Program Renovations | 32 | 02.19.2025 | $ 11,608.90 | 0 | 0.07% | West Construction, Inc. | Unforeseen | During construction, it was discovered that the electrical boxes and conduits in its current state do not satisfy the National Electrical Code (NEC) requirement. Therefore, the Contractor is to provide labor, material and equipment to support forty-six (46) existing unsupported electrical boxes, conduits and thirty-seven (37) unit struts to meet code requirements | $ 15,561,967.00 | 07.05.2022 |
| **Change Order: 6** | | | | **$ 16,172.25** | **0** | **0.10%** | | | | | |
| P.001979 | Coral Springs MS - SMART Program Renovations | 33 | 08.19.2025 | $ 16,172.25 | 0 | 0.10% | West Construction, Inc. | Unforeseen | During construction, it was discovered that the fire alarm panel was inconsistent in reporting faults. After pre-test operations, the system does not remain in a stable state resulting in a lack of swing space. Therefore, the Contractor is to provide labor, material and equipment to perform a thorough inspection and troubleshooting of the existing fire alarm system to identify the root cause of the reported issues. | $ 15,561,967.00 | 07.05.2022 |
| **Change Order: 7** | | | | **$ 32,255.32** | **0** | **0.21%** | | | | | |
| P.001979 | Coral Springs MS - SMART Program Renovations | 13 | 09.16.2025 | $ 29,564.58 | 0 | 0.19% | West Construction, Inc. | Unforeseen | During inspection, it was discovered that the electrical boxes above the ceiling at several locations are unsupported and inadequately secured. The existing installation is not in compliance and upgrades are necessary to meet code requirements. Therefore, the Contractor is to provide labor, material and equipment to support one hundred and thirteen (113) existing unsupported electrical boxes with conduits and one hundred (100) unistrut. | $ 15,561,967.00 | 07.05.2022 |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| P.001979 | Coral Springs MS - SMART Program Renovations | 17 | 09.16.2025 | $ 2,690.74 | 0 | 0.02% | West Construction, Inc. | Unforeseen | During construction, the chilled water pipes' insulated elbows were discovered to have asbestos containing material (ACM) and required abatement. These pipes could not remain uninsulated, and the work can only be completed during the summer months when the building is unoccupied. Therefore, the Contractor is to provide labor, material and equipment to reinsulate the piping on the west side hallway. | $ 15,561,967.00 | 07.05.2022 |
| **Change Order: 8 (SCO)** | | | | **$ 16,871.86** | **0** | **0.11%** | | | | | |
| P.001979 | Coral Springs MS - SMART Program Renovations | 36 | Pending Superintendent Signature | $ 16,871.86 | 0 | 0.11% | West Construction, Inc. | Consultant Omission | During construction, Physical Plant Operations (PPO) altered the piping material from steel to copper. This modification omitted essential components, including the hot water boiler, circulating pump, temperature sensors, and control system, necessary for the specified hot water recirculation sequence of operations. The Contractor is therefore required to provide all labor, material, and equipment needed to complete the hot water recirculation system as originally specified. | $ 15,561,967.00 | 07.05.2022 |
| **Change Order: 9** | | | | **$ 49,906.67** | **0** | **0.32%** | | | | | |
| P.001979 | Coral Springs MS - SMART Program Renovations | 16 | Pending Board Approval 03.10.2026 | $ 40,317.18 | 0 | 0.26% | West Construction, Inc. | Consultant Error | To comply with the National Electrical Code (NEC), additional hand dryers require dedicated circuits and lockable disconnects. Because the electrical panels specified in the permitted drawings were at capacity, new circuit connections had to be relocated to alternative panels. Therefore, the Contractor is to provide labor, material for additional dedicated circuits for code compliance. | $ 15,561,967.00 | 07.05.2022 |
| P.001979 | Coral Springs MS - SMART Program Renovations | 43 | Pending Board Approval 03.10.2026 | $ 9,589.49 | 0 | 0.06% | West Construction, Inc. | Owner's Request | During the construction phase, it was identified that the coordination drawings for furniture, fixtures, and equipment required adjustments in circuit locations. The necessary modifications were implemented to accommodate the final vendor layout for previously ordered furniture and to ensure optimal functionality at the designated promethean board sites. Accordingly, the Contractor is required to furnish all labor, materials, and equipment needed to reroute and relocate electrical circuits and devices in accordance with the revised promethean board locations | $ 15,561,967.00 | 07.05.2022 |
| **Grand Totals:** | | | | **$ 2,988,145.03** | **334** | **19.20%** | | | | | |

# COLLABORATION

## SIGN-OFF FORM

Title of Agenda Request Item: Change Order #9
WEST CONSTRUCTION, INC.
Coral Springs Middle School
P.001979

School Board Meeting: 03.10.2026

The financial impact of this item is $49,906.67

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 $49,907.00 will come from the Capital Projects Reserve. This changes the project from $21,313,094.00 to $21,363,001.00

| Department Name | Department Head |
| --- | --- |
| Capital Budget | Omar Shim, Director of Capital Budget |

Omar Shim - 02/09/2026
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**

| | |
|---|---|
| 2026-03-10 | 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:**

**Change Order #10 - Hallandale Magnet HS, P.002115**

**REQUESTED ACTION:**

**Approve additional funding in the amount of $197,213 and approve Change Order #10 in the amount of $240,646.60 and granting 887 calendar days prior to Substantial Completion. 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
- Time Impact Analysis (TIA)
- Approved COI Log
- Collaboration Form

**FINANCIAL IMPACT:**

$240,646.60 change order requiring $197,213 additional funding from the Capital Projects Reserve, increasing the project budget from $8,013,731 to $8,210,944.

**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 Feb 23,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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
West Construction, Inc.
Song & Associates, Inc.
Hallandale Magnet High School, Hallandale
Project No. P.002115
ITB FY22-185

**MASTER PROJECT SUMMARY**

**Total Project Budget**

| | | |
|---|---|---|
| **Original D.E.F.P. Budget:** | **$** | **7,019,666** |
| Approved Add. Funding: (JJ-21, 12/14/21) | $ | 994,065 |
| New Funding Request: | $ | 197,213 |
| **Current Revised Budget:** | **$** | **8,210,944** |

**Total Project Schedule Summary**

-Notice to Proceed: 03/22/2022

-Current Projected Substantial Completion Date: 10/30/2026

-Current Projected Final Completion Date: 03/29/2027

**Change Order Analysis**

| | |
|---|---|
| Consultant Error | 0.00% |
| Consultant Omission | 6.29% |
| Owner's Request | -0.18% |
| Unforeseen | 1.60% |
| Tax Savings from DOP | 0.00% |
| **Total** | **7.72%** |

**Board Meeting Date: March 10, 2026**

**Recommended Action**

Approve additional funding in the amount of $197,213 and approve Change Order #10 in the amount of $240,646.60, and granting 887 calendar days prior to Substantial Completion.

**District-zone Impact:** District 1

**Impact if the Board Voted Yes or No:**

**-If the Board votes "Yes":** The Contractor will be granted 887 days of delays that were beyond its control and compensated for additional work that was required to install dedicated circuits for code compliance.

**-If the Board votes "No":** The Contractor will be unfairly assessed for delays to the project that were beyond its control. A delay in the approval of this item may adversely affect ongoing work and scheduled inspections.

**Construction Contract Summary:**

| | | | |
|---|---|---|---|
| ORIGINAL BASE CONTRACT: | $ | 5,999,729.00 | 495 Days |
| DIRECT OWNER PURCHASE(S): | $ | (539,434.27) | 0 Days |
| PREVIOUSLY APPROVED CO'S: | $ | 216,089.18 | 0 Days |
| CURRENT CO REQUEST: | $ | 240,646.60 | 887 Days |
| **CURRENT REVISED CONTRACT:** | $ | **5,917,030.51** | **1,382 Days** |

**Status of Work:**

The construction phase is 94% complete. The project is expected to achieve Substantial Completion by October 30, 2026, and Final Completion by March 29, 2027. This is not the final change order for this Project.

**Background/History**
The scope of work for the project includes HVAC improvements, media center improvements, and building envelope improvements.

**Change Order Items:**
**Item #1 – (COI #13) Installation of New Conduits and Feeders for Switchgear:** The electrical demolition drawings specify that existing wiring is to be reused with the new main distribution panel (MDP) and three (3) new main switchboard (MSB) panels. However, the specified 4000A-rated busbar for the new MDP is incompatible with the currently installed 3000A-rated busbar. Furthermore, installation of the new MDP necessitated the relocation of the MSB-A panel to accommodate dimensional differences between the old and new equipment within the same footprint. As a result, the Contractor is required to furnish all necessary labor, materials, and equipment for the installation of new conduits and feeders for the switchgear. (Consultant Omission – $240,646.00; Add 0 Days)

**Item #2 – (COI #32) Time Extension Request Due to Scope Change Delays:** The request for time is due to the Owner's request to remove the lab work from the project scope due to budget concerns and later reinstating it with modifications. Additional requests to install new breakers, re-wiring new panels, limited access to buildings due to swing space and demolishing portables also altered the critical path of the project. (Owner's Request - $0.00; Add 887 Days)

**Other Item**
**Item #1 – Additional Funding Request:** The change order item exceeds the available change order contingency in the project; therefore $197,213 is being requested.

**Action Plan:**
This change order has been reviewed for entitlement by AECOM and for cost by AtkinsRealis. The above-referenced Change Order Items, COI #13 and COI #32 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.**

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 compensated for additional work required to install dedicated circuits for code compliance and granted days for delays that were beyond its control.

**Financial Impact**
The financial impact of this item is $240,646.60, and $197,213 will be funded from the Capital Projects Reserve. This increases the project budget from $8,013,731 to $8,210,944. There will be a potential future impact from substantial change orders currently under review.

**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 # 13

| | | | |
|---|---|---|---|
| Facility Name: | Hallandale High School | Date: | 04.24.2025 |
| Project Name: | Hallandale Magnet HS - SMART Program Renovations | Project # | P.002115 |
| Location No: | 0403 | | |
| Contractor: | WEST CONSTRUCTION, INC.<br>820 N 4TH ST<br>LANTANA,FL 33462 | Reference Letter Dated: | |

Description of Change:
Provide labor and materials for new conduits and new feeders of switchgear, Panels MDP, MSB-A, MSB-B, MSB-C, MCC, 13DH & 17H. Chiller-1, Chiller 2

Attachments:

Reason For Change:
The electrical demolition drawings call for existing wiring to be reused with the new MDP and three new MSB panels to be installed. The new MDP required a 4000A-rated Busbar that was not compatible with the existing 3000A-Rated Busbar. In addition to this issue the new MDP installation required relocation of the MSB-A panel due to size differences between old and new equipment to be installed in the same location.

Summary:

| | | |
|---|---|---|
| Total Credits and/or Added Costs: | Add: | $240,646.60 |
| | 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 |
|---|---|---|
| Edgar Paniagua 12.08.2025 | Angel Olivera 12.08.2025 | Roddrick Yazhary 12.09.2025 |
| Project Consultant's Signature Date | Contractor's Signature Date | Facilities Project Manager Date |
| Edgar Paniagua | Angel Olivera | Roddrick Yazhary |
| Project Consultant's Typed Name | Contractor's Typed Name | Facilities Project Manager's Typed Name |
| SONG & ASSOCIATES, INC. | 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

**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 # 32

| | | | |
|---|---|---|---|
| Facility Name: | Hallandale High School | Date: | 01.16.2026 |
| Project Name: | Hallandale Magnet HS - SMART Program Renovations | Project # | P.002115 |
| Location No: | 0403 | | |
| Contractor: | WEST CONSTRUCTION, INC.<br>820 N 4TH ST<br>LANTANA,FL 33462 | Reference Letter Dated: | |

Description of Change:
Provide time extension due to scope of change delays

Attachments: _____

Reason For Change:
Due to several changes in the scope of work captured on ASI 9; the project has been delayed for 887 days

Summary:
Total Credits and/or Added Costs: Add: $0.00
Deduct:
The Contract Time will remain unchanged. 887 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 |
|---|---|---|
| Edgar Paniagua 02.06.2026 | Melissa Beliard 02.09.2026 | Steve Starke 02.09.2026 |
| Project Consultant's Signature Date | Contractor's Signature Date | Facilities Project Manager Date |
| Edgar Paniagua | Melissa Beliard | Steve Starke |
| Project Consultant's Typed Name | Contractor's Typed Name | Facilities Project Manager's Typed Name |
| SONG & ASSOCIATES, INC. | 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.002115, Hallandale Magnet High School

Reference: PCO 32

December 18, 2025

Delivering a better world

## Quality information

| Prepared by | Checked by | Verified by | Approved by |
|---|---|---|---|
| Ibrahim Haider<br>Project Controls Analyst | Clay McKenna<br>Program Controls Area Manage | | |

## Revision History

| Revision | Revision date | Details |
|---|---|---|
| 00 | 18-Dec-25 | Original Version |

# 1. Project Information

| Project Details | |
|---|---|
| Owner: | Broward County Public School District |
| Project Number: | P.002115 |
| School: | Hallandale Magnet High School |
| Contractor: | West Construction Co. |
| Architect/Engineer (A/E): | Song & Associates, Inc |
| **Contract Details** | |
| Scope of Work: | Building Envelope improvements (roof, window, exterior wall, etc) Fire Alarm, Fire Sprinkler, HVAC, media center and STEM Lab improvement work |
| Project NTP Date: | 1-Mar-22 |
| Period of Performance: | 495 Calendar Days |
| Original SC Date: | 29-Jul-23 |
| Approved Time Extensions: | N/A |
| Current SC Date: | 29-Jul-23 |
| **Time Impact Analysis (TIA) Details** | |
| TIA Subject: | PCO 32- Time Extension Request |
| Date Submitted by Contractor: | 20-Oct-25 |
| **Recommendation** | |
| Acceptance/Rejection: | Accepted |

**Table 1 Project Information**

# 2. Executive Summary

## 2.1 PCO #32

The Contractor submitted PCO #32, requesting an extension to the Substantial Completion (SC) date by additional 1112-days. The Contractor asserts that the Owner's decision to remove the Lab work from the project scope and later reinstating it with modifications, continues to impact the SC to-date. The Contractor also mentions delays due to Owner's request to install new breakers, re-wiring for new panels, limited access to buildings due to swing space and demolishing of portables.

The Analyst has determined that the longest delay on this project is associated with ASI #9, a Lab scope change in Building #1. This delay began at the start of the project when the Owner decided to eliminate Lab work due to budget concerns and later reintroduced it through ASI #9. The lab work is currently in progress, and as of this writing the exact impact on SC is not certain. The Analyst, in coordination with the Project Manager, forecasts 30-Dec-25 as final inspection of Lab work, serving a provisional end date for the delay to assess its potential impact.

All other delays are wholly concurrent with the Lab scope change. The Analyst recommends granting an excusable, non-compensable time extension of 887 days to the SC. The delays that impacted the SC resulted from the Owner's decision to remove and later reintroduce Lab work to the project and were beyond the Contractor's control.

## 2.2 Analyst Recommendation

The Analyst reviewed the TIA submitted with PCO #32 along with project records and conducted an independent TIA.

- Granting an excusable, non-compensable time extension of 887 days to the Substantial Completion (SC) date;
- Adjusting Final Completion (FC) to 30 days following SC;
- Not granting compensation for General Conditions

| Description | 2022 | | 2023 | | | | 2024 | | | | 2025 | | | | 2026 | Net Impact | Responsibility |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | | |
| Original Duration | 7/29/2023 | | | | | | | | | | | | | | | | |
| Original SC | | | | | 7/29/2023 | | | | | | | | | | | | |
| PCO-32 Delays | | | | | | | | | | | | | | | | | |
| ASI #9 Lab Scope Change | | | | | ASI #9 Lab Scope Change | | | | | | | | | | | 887 CDs | Owner's Request |
| Delays | | | | | | | Delays | | | | | | | | | | |
| Impacted SC | | | | | | | | | | | | | | | 1/1/2026 | | |

**Graphical Representation of PCO-32 Delays**

## 2.3 Justification for Recommendation

- The project scope included the Lab in Building #1, including FF&E (Furniture, Fixtures, and Equipment). The August 2022 Monthly Project Update references a meeting held by the Owner

on 23-Aug-22 to evaluate the FF&E budget, including for the Lab. Following this evaluation, the Owner decided to de-scope the Lab work from the project and later reinstated it with modifications through ASI #9. The Contractor continues to implement the ASI #9-related work, and the provisional date of 30-Dec-25 results in an impact of 887 days to the SC. This delay is attributed to the Owner's request

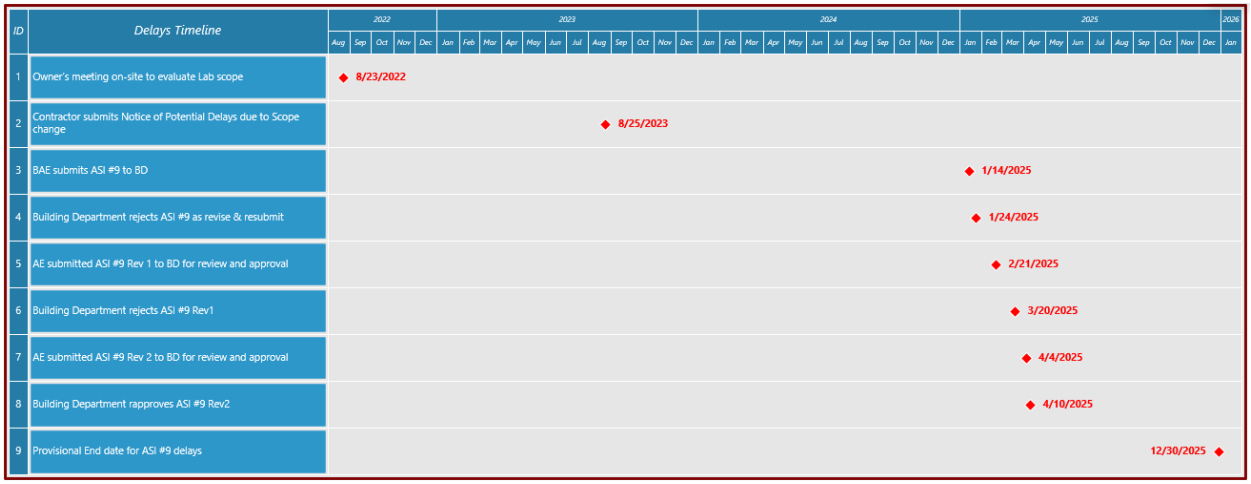
- The Analyst does not recommend defining any delays mentioned above as compensable based on Article 6.05 of the Project Manual which was incorporated into the Construction Contract. The contract is subject to no damage for delay clause which is enforceable except in the case of fraud, bad faith or active 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 21-Mar-22. The Contract duration was 495 CDs from NTP to SC, and an additional 30 CDs from SC to Final Completion (FC), 525 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 time extension has been granted to the Contractor.

## 3.2 Delay Timeline




**PCO-32 Delay Timeline**

## 3.3 Summary of Contractor's TIA

1. On 20-Oct-25 the Contractor submitted PCO #32 requesting an extension of 1112-day to the Substantial Completion (SC) date of 29-Jul-23.
2. The Contractor alleges delay due to Lab scope change in Building #1 through ASI #9
3. The Contractor also alleges delays impacting SC due to rewiring of several electrical panels for the electrical system to become code compliance
4. The Contractor also mentions a pending issue related to portable demolition in September 2022 which will lead to revision in FA scope

5. Contractor has submitted August 2025 update data date 31-Aug-25 as the pre-impact schedule which is not a logical pre-impact schedule for the delays the Contractor alleges impacted the Substantial Completion (SC) date.
6. The longest delay the Contractor alleges impacted the SC date is Lab scope change which started at the beginning of the project in August 2022. The pre-impact schedule submitted with the TIA is three years later than the delay start date.
7. The Contractor's post impact schedule data date 30-Sep-25 shows projected SC on 15-Aug-26 an 1113-day delay to the SC, showing delays related to ASI #9 on the longest path.
8. The Contractor's TIA narrative is minimal and lacks full timeline explanation and supporting documentation.

### 3.4 Files Reviewed

1. Hallandale HS – Notice of Delays
2. Hallandale HS - TIA Narrative
3. Hallandale Magnet Project Schedule_U8.31.25 - Recovery_TIA_R1_FS Delay_TIA_2
4. Hallandale Magnet Project Schedule_U8.31.25 - Recovery_TIA_R1_FS Delay_TIA_3_R1
5. ISS _ PlanReview- ASI-09
6. Action Item #105
7. Monthly Project updates
8. ASI #9 Stem Lab Work Permitted_reduced_Cleaned
9. PCO-00032 - CPCOCUD - Time Extension Request - 1250b

# 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 Contractor has submitted Augst 2025 update with data date 30-Aug-25 as the pre-impact schedule which is not a logical pre-impact schedule for the delays the Contractor alleges impacted the Substantial Completion (SC) date. ASI #9 delays began in August 2022, approximately three years prior to the Contractor's selected pre-impact data date.
4. The Analyst therefore selected the baseline (data date: 02-Feb-22) as the pre-impact schedule to model the delays associated with ASI #9.
5. Since the delays associated with ASI #9, Lab scope change is on-going the Analyst assumed a provisional end date of 30-Dec-25 to evaluate the impact of this delay on SC.
6. To evaluate the impact of ASI #5 on Substantial Completion, the following activity was incorporated into the pre-impact schedule with a data date of 02-Feb-22.

**Table 2 - Delays due to ASI #5**

| Task ID | Task Name | Duration | Predecessor | Successor |
|---|---|---|---|---|
| 122 | ASI #9 Delays | 860 days | 113 | 123 |

7. The duration of this fragnet was derived from the on-site meeting held by the Owner to evaluate current scope and provisional end date of delay.
8. When the impacted schedule was rescheduled, the Substantial Completion reflected an 887-day delay due to ASI #9. This delay has been categorized as an Owner's delay.

### 4.2 Responsibility Matrix

| Contractor | Unforeseen | AE | Owner | Net Impact |
|---|---|---|---|---|
| 0 | 0 | 0 | 887 | 887 |

**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 Baseline (DD: 02-Feb-22)

## A.2 Post-impact Baseline (DD: 02-Feb-22)

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 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Superintendent Letter CO** | | | | **$ 6,859.04** | **0** | **0.11%** | | | | | |
| P.002115 | Hallandale Magnet HS - SMART Program Renovations | 3 | 09.19.2023 | $ 6,859.04 | 0 | 0.11% | West Construction, Inc. | Unforeseen | During the replacement of an existing air handling unit, it was discovered that three (32) duct fire dampers that were to remain were not present. The Contractor is to install three (3) fire dampers. | $ 5,999,729.00 | 03.22.2022 |
| **Change Order: 1** | | | | **$ 58,543.00** | **0** | **0.98%** | | | | | |
| P.002115 | Hallandale Magnet HS - SMART Program Renovations | 1 | 10.17.2023 | $ 58,543.00 | 0 | 0.98% | West Construction, Inc. | Unforeseen | During construction, It was discovered that the existing wiring for the parking area light poles was not in compliance with current NEC electrical codes requiring replacement. | $ 5,999,729.00 | 03.22.2022 |
| **Change Order: 2 (SCO)** | | | | **$ 7,960.00** | **0** | **0.13%** | | | | | |
| P.002115 | Hallandale Magnet HS - SMART Program Renovations | 2 | 01.11.2024 | $ 7,960.00 | 0 | 0.13% | West Construction, Inc. | Unforeseen | The existing water valves (4) on the chilled water lines in rooms 4016 and 722 that feed FCUs 1-1A and 1-9E are leaking and were not part of the original scope of work. However, the valves need to be replaced in order to install the new FCU's. | $ 5,999,729.00 | 03.22.2022 |
| **Change Order: 3 (SCO)** | | | | **$ 9,513.00** | **0** | **0.16%** | | | | | |
| P.002115 | Hallandale Magnet HS - SMART Program Renovations | 4 | 08.22.2024 | $ 9,513.00 | 0 | 0.16% | West Construction, Inc. | Consultant Omission | Per the scope validation report, the auditorium in Building 1 has existing sprinkler coverage. However, after field verification, two (2) mechanical rooms located on the second floor of the auditorium were found to be missing required fire sprinkler coverage. | $ 5,999,729.00 | 03.22.2022 |
| **Change Order: 4 (SCO)** | | | | **$ 7,582.75** | **0** | **0.13%** | | | | | |
| P.002115 | Hallandale Magnet HS - SMART Program Renovations | 9 | 10.23.2024 | $ 7,582.75 | 0 | 0.13% | West Construction, Inc. | Unforeseen | On April 15, 2024, a person crashed into the light pole in the teachers parking lot causing the existing light pole fixture to fall down and get damaged. The Contracttor was requested by the Owner to provide labor, equipment, lifting, and other equipment for a new light pole fixture installation. | $ 5,999,729.00 | 03.22.2022 |
| **Change Order: 5 (SCO)** | | | | **$ 80,850.48** | **0** | **1.45%** | | | | | |
| P.002115 | Hallandale Magnet HS - SMART Program Renovations | 5 | 01.07.2025 | $ 6,312.24 | 0 | 0.11% | West Construction, Inc. | Consultant Omission | The existing panel to be replaced had an internal contactor that controls the existing site lighting. However, the new panel specified in the SBBC Design & Material Standards does not have built-in contactors and specifies that separate lighting contactors are needed for the exterior lights. The Contractor is to provide labor and materials to install a new lighting contactor on the new panel to control the existing site lighting circuits. | $ 5,999,729.00 | 03.22.2022 |
| P.002115 | Hallandale Magnet HS - SMART Program Renovations | 6 | 01.07.2025 | $ 80,850.48 | 0 | 1.35% | West Construction, Inc. | Consultant Omission | The bid drawings called for the panels and transformers to be replaced and reconnected to the existing wiring. However, due to clearance requirements, the panels and transformers needed to be relocated, and the existing wiring did not reach the new locations. The Contactor was requested to replace the existing wiring with wiring that can reach the panels and transformers in their new locations. | $ 5,999,729.00 | 03.22.2022 |
| **Change Order: 6 (SCO)** | | | | **$ 15,189.30** | **0** | **0.25%** | | | | | |
| P.002115 | Hallandale Magnet HS - SMART Program Renovations | 10 | 03.19.2025 | $ 15,189.30 | 0 | 0.25% | West Construction, Inc. | Consultant Omission | The original drawings state to disconnect the existing electrical distribution panel and for a new panel to be installed in the same location. Due to clearance issues, panel relocation was required as the proposed location was no longer code compliant. | $ 5,999,729.00 | 03.22.2022 |
| **Change Order: 7 (SCO)** | | | | **$ (10,610.00)** | **0** | **-0.18%** | | | | | |
| P.002115 | Hallandale Magnet HS - SMART Program Renovations | 8 | 07.14.2025 | $ (10,610.00) | 0 | -0.18% | West Construction, Inc. | Owner's Request | The scope of work was revised to relocate the new FDC (Fire Department Connection) and to provide signage for the new FDC, effectively removing the installation of a new fire hydrant within school property from the scope of work, and keeping the existing fire hydrant across the street from the school. This reduced scope of work resulted in a net credit to the Owner. | $ 5,999,729.00 | 03.22.2022 |
| **Change Order: 8 (SCO)** | | | | **$ 15,189.30** | **0** | **0.25%** | | | | | |
| P.002115 | Hallandale Magnet HS - SMART Program Renovations | 14 | Pending Superintendent Signature | $ 15,189.30 | 0 | 0.25% | West Construction, Inc. | Unforeseen | Existing wiring was found not to be " Code Compliant. Provide Labor, Material, and Equipment to install new Wiring to, and from, Transformer T-16, and Panel 16LDP . | $ 5,999,729.00 | 03.22.2022 |
| **Change Order: 9 (SCO)** | | | | **$ 25,012.31** | **0** | **0.42%** | | | | | |
| P.002115 | Hallandale Magnet HS - SMART Program Renovations | 27 | Pending Superintendent Signature | $ 25,012.31 | 0 | 0.42% | West Construction, Inc. | Consultant Omission | Location per drawings was not code compliant, due to Existing Chiller line obstructing accessibility/Servicing of Transformer. Provide Labor, Material, and Equipment to relocate Electrical Transformer T-12, and Associated Panel 12-HDP, including removing, and reinstalling a couple of access panels, for relocated Condensate Lines. | $ 5,999,729.00 | 03.22.2022 |
| **Change Order: 10** | | | | **$ 240,646.60** | **887** | **4.01%** | | | | | |
| P.002115 | Hallandale Magnet HS - SMART Program Renovations | 13 | Pending Board Approval 03.10.2026 | $ 240,646.60 | 0 | 4.01% | West Construction, Inc. | Consultant Omission | To comply with the National Electrical Code (NEC), additional hand dryers require dedicated circuits and lockable disconnects. Because the electrical panels specified in the permitted drawings were at capacity, new circuit connections had to be relocated to alternative panels. Therefore, the Contractor is to provide labor, material for additional dedicated circuits for code compliance. | $ 5,999,729.00 | 03.22.2022 |
| P.002115 | Hallandale Magnet HS - SMART Program Renovations | 32 | Pending Board Approval 03.10.2026 | $ - | 887 | 0.00% | West Construction, Inc. | Owner's Request | The request for time is due to the Owner's request to remove the lab work from the project scope due to budget concerns and later reinstating it with modifications. Additional requests to install new breakers, re-wiring new panels, limited access to buildings due to swing space and demolishing portables also altered the critical path of the project. | $ 5,999,729.00 | 03.22.2022 |
| **Grand Totals:** | | | | **$ 456,735.78** | **887** | **7.72%** | | | | | |

# COLLABORATION

## SIGN-OFF FORM

Title of Agenda Request Item: Change Order #10
WEST CONSTRUCTION, INC.
Hallandale High School
P.002115

School Board Meeting: 03.10.2026

The financial impact of this item is $240,646.60

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 $197,213.00 will come from the Capital Projects Reserve. This changes the project from $8,013,731.00 to $8,210,944.00

| Department Name | Department Head |
| --- | --- |
| Capital Budget | Omar Shim, Director of Capital Budget |

Omar Shim - 02/09/2026
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**

| | |
|---|---|
| 2026-03-10 | 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:**

**Change Order #15 - McArthur HS, P.002892**

**REQUESTED ACTION:**

**Approve Change Order #15 in the amount of $125,303.99. 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 $125,303.99 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 Feb 23,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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 #15
James B. Pirtle Construction Company, Inc.
Rodriguez Architects, Inc.
McArthur High School, Hollywood
New Classroom Addition
Project No. P.002892
ITB FY21-163

**MASTER PROJECT SUMMARY**

**Total Project Budget**

| | | |
|---|---|---|
| **Original D.E.F.P. Budget:** | **$** | **5,800,000** |
| Approved Add. Funding: (JJ-13, 10/17/23); (JJ-7, 02/10/26) | $ | 16,535,327 |
| New Funding Request: | $ | 0 |
| **Current Revised Budget:** | **$** | **22,335,327** |

**Total Project Schedule Summary**

-Notice to Proceed: 02/28/2024

-Current Projected Substantial Completion Date: 01/26/2027

-Current Projected Final Completion Date: 06/25/2027

**Change Order Analysis**

| | |
|---|---|
| Consultant Error | 0.02% |
| Consultant Omission | 0.27% |
| Owner's Request | 0.04% |
| Unforeseen | 0.89% |
| Tax Savings from DOP | 0.00% |
| **Total** | **1.22%** |

**Board Meeting Date: March 10, 2026**

**Recommended Action**
Approve Change Order #15 in the amount of $125,303.99.

**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 install new system conduits bringing power from Building 9 to the new Building 33.
**-If the Board votes "No":** The Contractor will not be compensated for additional work required to install new system conduits bringing power from Building 9 to the new Building 33.

**Construction Contract Summary:**

| | | | |
|---|---|---|---|
| ORIGINAL BASE CONTRACT: | $ | 30,556,227.00 | 650 Days |
| DIRECT OWNER PURCHASE(S): | $ | (2,313,663.09) | 0 Days |
| PREVIOUSLY APPROVED CO'S: | $ | 247,694.32 | 0 Days |
| CURRENT CO REQUEST: | $ | 125,303.99 | 0 Days |
| **CURRENT REVISED CONTRACT:** | $ | **28,615,562.22** | **650 Days** |

**Status of Work:**
The construction phase is 85% complete. The project is expected to achieve Substantial Completion by January 26, 2027, and Final Completion by June 25, 2027. This is not the final change order for this Project.

**Background/History**
The scope of work for the project includes demolition of the existing Building 8, classroom building addition.

**Change Order Items:**
**Item #1 – (COI #10) Installation of New System Conduits:** During construction, it was determined that the existing underground conduit runs intended for reuse did not provide adequate space to accommodate the new systems. As a result, alternative routing was identified. The Contractor is therefore required to provide all necessary labor, materials, and equipment for the installation of new system conduits from Building 9 to Building 33. (Unforeseen – $125,303.99; 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 #10, 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 install additional conduits by establishing an alternative path.

**Financial Impact**
The financial impact of this item is $125,303.99 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 # 10

| | | | |
|---|---|---|---|
| Facility Name: | McArthur High School | Date: | 12.18.2025 |
| Project Name: | McArthur HS - New Classroom Addition | Project # | P.002892 |
| Location No: | 0241 | | |
| Contractor: | JAMES B. PIRTLE CONSTRUCTION COMPANY, INC.<br>5700 GRIFFIN ROAD<br>DAVIE,FL 33314 | Reference Letter Dated: | |

Description of Change:
Provide labor, material and equipment to install the new systems conduits, going from Bldg. 9 to Bldg. 33., Through directional boring north of Bldg. 8.

Attachments:

Reason For Change:
Due to the unavailability of free conduits in the existing route between Bldg. 33 and Bldg. 9, a new route was required to be installed.

Summary:

| | | |
|---|---|---|
| Total Credits and/or Added Costs: | Add: | $125,303.99 |
| | 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)** | | | | **$ 55,559.00** | **0** | **0.18%** | | | | | |
| P.002892 | McArthur HS - New Classroom Addition | 1 | 09.05.2024 | $ 55,559.00 | 0 | 0.18% | James B. Pirtle Construction Company, Inc. | Unforeseen | During the site preparation, existing underground duct banks were uncovered with existing system wiring which is active and still servicing Bldgs. 5 and 27. The directive was to have the District remove and relocate the cabling, and the Contractor to remove the entire duct banks that are currently conflicting with the construction of new columns and building footers. | $ 30,556,227.00 | 02.28.2024 |
| **Change Order: 2 (SCO)** | | | | **$ 37,743.00** | **0** | **0.12%** | | | | | |
| P.002892 | McArthur HS - New Classroom Addition | 2 | 10.21.2024 | $ 37,743.00 | 0 | 0.12% | James B. Pirtle Construction Company, Inc. | Consultant Omission | The bid documents omitted two exhaust fans from the project scope. The Contractor has requested additional fees for the cost of the additional fans. | $ 30,556,227.00 | 02.28.2024 |
| **Change Order: 3 (SCO)** | | | | **$ 89,562.00** | **0** | **0.29%** | | | | | |
| P.002892 | McArthur HS - New Classroom Addition | 4 | 01.07.2025 | $ 89,562.00 | 0 | 0.29% | James B. Pirtle Construction Company, Inc. | Unforeseen | The existing underground routes of the fire alarm conduits and cablings were in conflict with the footers of the new Building 33, and rerouting was required. The Contractor is to provide labor, material, and equipment to install new underground fire alarm conduits and wires between Buildings 4 and 5, and Buildings 21 and 27. | $ 30,556,227.00 | 02.28.2024 |
| **Change Order: 4 (SCO)** | | | | **$ (2,870.00)** | **0** | **-0.01%** | | | | | |
| P.002892 | McArthur HS - New Classroom Addition | 5 | 01.27.2025 | $ (2,870.00) | 0 | -0.01% | James B. Pirtle Construction Company, Inc. | Owner's Request | The Contractor is to provide a credit for gas pipes that were removed from the scope of work in order to comply with updated SBBC design standards for Science/Chemistry labs which has removed gas at student stations. | $ 30,556,227.00 | 02.28.2024 |
| **Change Order: 5 (SCO)** | | | | **$ 2,789.76** | **0** | **0.01%** | | | | | |
| P.002892 | McArthur HS - New Classroom Addition | 3 | 01.27.2025 | $ 2,789.76 | 0 | 0.01% | James B. Pirtle Construction Company, Inc. | Unforeseen | The existing water line that will serve the new Building 33 was found to be 1.5" where it was required to be 2.5" to match with the design requirements. The Contractor is to provide labor, material, and equipment to replace the existing water line serving Building 33. | $ 30,556,227.00 | 02.28.2024 |
| **Change Order: 6 (SCO)** | | | | **$ 2,024.00** | **0** | **0.01%** | | | | | |
| P.002892 | McArthur HS - New Classroom Addition | 7 | 07.14.2025 | $ 2,024.00 | 0 | 0.01% | James B. Pirtle Construction Company, Inc. | Consultant Omission | This document has been prepared to illustrate the cost for the additional work. Clarification in the RFI 109 response resulted in a revised louver L2. The original L2 louver had already been fabricated. Provide labor, material and equipment to provide the revised L2 louver. | $ 30,556,227.00 | 02.28.2024 |
| **Change Order: 6 (SCO)** | | | | **$ 26,594.67** | **0** | **0.09%** | | | | | |
| P.002892 | McArthur HS - New Classroom Addition | 8 | 08.15.2025 | $ 14,318.67 | 0 | 0.05% | James B. Pirtle Construction Company, Inc. | Owner's Request | The ¼" tempered glass was changed to 7/16" security glass to comply with the new SBBC specifications. Provide labor and materials to change the tempered glass to resistant security glass in 19 classrooms. | $ 30,556,227.00 | 02.28.2024 |
| P.002892 | McArthur HS - New Classroom Addition | 9 | 08.15.2025 | $ 12,276.00 | 0 | 0.04% | James B. Pirtle Construction Company, Inc. | Consultant Omission | A new roof ladder was required to be installed on the south lower roof to upper roof, to comply with Design criteria. Provide labor, materials and equipment to provide a new roof ladder. | $ 30,556,227.00 | 02.28.2024 |
| **Change Order: 8 (SCO)** | | | | **$ 9,937.00** | **0** | **0.03%** | | | | | |
| P.002892 | McArthur HS - New Classroom Addition | 12 | 09.24.2025 | $ 9,937.00 | 0 | 0.03% | James B. Pirtle Construction Company, Inc. | Consultant Omission | To comply with District IT requirements, additional data ports, conduits and boxes were added. Provide labor and materials to add additional data ports, conduits and boxes. | $ 30,556,227.00 | 02.28.2024 |
| **Change Order: 9 (SCO)** | | | | **$ 2,284.00** | **0** | **0.01%** | | | | | |
| P.002892 | McArthur HS - New Classroom Addition | 13 | 09.24.2025 | $ 2,284.00 | 0 | 0.01% | James B. Pirtle Construction Company, Inc. | Consultant Error | Due to a discrepancy in the plans, the Contractor was required to provide a 12" x 8" sotrm drain line instead of a 12" x 6" to complete the scope. | $ 30,556,227.00 | 02.28.2024 |
| **Change Order: 10 (SCO)** | | | | **$ 3,142.78** | **0** | **0.01%** | | | | | |
| P.002892 | McArthur HS - New Classroom Addition | 16 | Pending Superintendent Signature | $ 2,265.86 | 0 | 0.01% | James B. Pirtle Construction Company, Inc. | Consultant Error | Due to conflicts in the drawings, the walls between classrooms on the 2nd floor need to be 6" thick, yet the wall type indicates the door frames to be for 3 5/8" wall thickness. Rework at door frames was required. Provide labor and material to create an offset to the door frames. | $ 30,556,227.00 | 02.28.2024 |
| P.002892 | McArthur HS - New Classroom Addition | 21 | Pending Superintendent Signature | $ 876.92 | 0 | 0.00% | James B. Pirtle Construction Company, Inc. | Consultant Error | This document has been prepared to illustrate the cost for the additional work. Construction documents omitted the correct wall dimensions to fit the plumbing isometh boxes as designed in two areas type in the east wall of the nursing lab. The current design does not allow for the plumbing piping. This proposal is for the added cost to add framing on top of the installed framing, per RFI 157 response. Pirtle includes a 50% share of the labor and materials cost. Provide Labor, material and equipment to add framing on top of the installed framing, | $ 30,556,227.00 | 02.28.2024 |
| **Change Order: 11 (SCO)** | | | | **$ 12,738.00** | **0** | **0.04%** | | | | | |
| P.002892 | McArthur HS - New Classroom Addition | 18 | Pending Superintendent Signature | $ 12,738.00 | 0 | 0.04% | James B. Pirtle Construction Company, Inc. | Consultant Omission | Construction documents omitted the design to connect five downspouts by the new bridge between Bldg. 33 and Bldg. 4, and one downspout at stair roof in the breezeway. Provide material, labor and equipment to connect the downspouts to the underground drainage system | $ 30,556,227.00 | 02.28.2024 |
| **Change Order: 12 (SCO)** | | | | **$ 1,299.29** | **0** | **0.00%** | | | | | |
| P.002892 | McArthur HS - New Classroom Addition | 19 | Pending Superintendent Signature | $ 1,299.29 | 0 | 0.00% | James B. Pirtle Construction Company, Inc. | Consultant Error | Construction documents omitted the correct wall type in the east wall of the nursing lab. The current design does not allow for the plumbing piping. This proposal is for the added cost to add framing on top of the installed framing, per RFI 157 response. Pirtle included a 50% share of the cost for labor and materials. Provide labor, material and equipment to add framing on top of the installed framing, per RFI 157 response. | $ 30,556,227.00 | 02.28.2024 |
| **Change Order: 13 (SCO)** | | | | **$ 3,222.00** | **0** | **0.01%** | | | | | |
| P.002892 | McArthur HS - New Classroom Addition | 23 | Pending Superintendent Signature | $ 3,222.00 | 0 | 0.01% | James B. Pirtle Construction Company, Inc. | Consultant Omission | This document has been prepared to illustrate the cost for the additional work. Construction documents omitted the detail for the connection of the roof downspout to underground using cleanouts. This proposal is for the added cost for labor and materials to F&I the downspouts cleanouts. Provide equipment, labor and material to install downspout cleanouts. | $ 30,556,227.00 | 02.28.2024 |
| **Change Order: 14 (SCO)** | | | | **$ 3,668.82** | **0** | **0.01%** | | | | | |
| P.002892 | McArthur HS - New Classroom Addition | 22 | Pending Superintendent Signature | $ 3,668.82 | 0 | 0.01% | James B. Pirtle Construction Company, Inc. | Consultant Omission | This document has been prepared to illustrate the cost for the additional work. Construction documents omitted the correct discharge location of the condensate line. RFI 173 indicates the correct location. Provide equipment, labor and materials to extend the 2" condensate line to the drain of the mechanical room | $ 30,556,227.00 | 02.28.2024 |
| **Change Order: 15** | | | | **$ 125,303.99** | **0** | **0.41%** | | | | | |
| P.002892 | McArthur HS - New Classroom Addition | 10 | Pending Board Approval 03.10.2026 | $ 125,303.99 | 0 | 0.41% | James B. Pirtle Construction Company, Inc. | Unforeseen | During construction, it was determined that the existing underground conduit runs intended for reuse did not provide adequate space to accommodate the new systems. As a result, alternative routing was identified. The Contractor is therefore required to provide all necessary labor, materials, and equipment for the installation of new system conduits from Building 9 to Building 33. | $ 30,556,227.00 | 02.28.2024 |
| **Grand Totals:** | | | | **#REF!** | **0** | **#REF!** | | | | | |

# COLLABORATION

## SIGN-OFF FORM

Title of Agenda Request Item: Change Order #15
JAMES B. PIRTLE CONSTRUCTION COMPANY, INC.
McArthur High School
P.002892

School Board Meeting: 03.10.2026

The financial impact of this item is $125,303.99

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 - 02/09/2026
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**

| | |
|---|---|
| 2026-03-10 | 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:**

**Additional Funding Request - Cooper City ES, P.002150**

**REQUESTED ACTION:**

**Approve the additional funding request of $8,940 for the renovation project at Cooper City Elementary School. District 6**

**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 |
| ADEFP |
| Collaboration Form |
| |
| |
| |
| |

**FINANCIAL IMPACT:**

$8,940 additional funding request funded from the Capital Projects Reserve. This increases the project budget from $1,177,238 to $1,186,178.

**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 Feb 24,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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**

Additional Funding Request
Cooper City Elementary School, Cooper City
Former SMART Program Renovations
Project No. P.002150

---

**Board Meeting Date:** March 10, 2026

## Requested Action:

Approve the additional funding request of $8,940 for the renovation project at Cooper City Elementary School.

**School Board Policy Requirement/Authority:** Not Applicable

**Statutory Requirement/Authority:** Not Applicable

**District-zone Impact:** District 6

## Impact of the School Board's Vote:

**- If the School Board votes "Yes":** The project will have sufficient funding to expedite the change order approval process in accordance with Policy 8000.

**- If the School Board votes "No":** The project would lack the necessary spending authority to compensate the Contractor for the change order work outlined in the Background/History, potentially resulting in delays to the overall schedule and disruption of ongoing construction activities.

## Background/History

This item requests $8,940 from the Capital Projects Reserve to ensure sufficient funding for the expedited approval of forthcoming change orders in accordance with Policy 8000. Under this policy, the Superintendent is authorized to approve change orders up to $100,000, provided the cumulative total for the project has not exceeded ten (10) percent of the original contract amount. However, no change order can be approved until adequate funding is available, meaning this request is solely to establish the funds necessary for the Superintendent to exercise that authority.

**Project Scope & Detail:**

The scope of work for the project is being completed by Integ Miami LLC and includes campus-wide fire alarm replacement; media center and ADA restroom renovations; HVAC improvements; and building envelope improvements, including exterior door hardware replacement and reroofing of Building 85.

**Change Order Details:**
Item #1 – During field review, an existing fire alarm annunciator outside the original contract scope was identified as inoperable and no longer required for the current fire alarm system. Leaving the annunciator in place could cause confusion during an emergency. As a result, the Contractor was requested to disconnect and remove the annunciator and reroute the associated wiring to a new junction box installed above the fire alarm control panel. The Change Order Review Panel (CORP) reviewed the change order, recommended its approval, and categorized it as Owner's Request. The cost is **$8,939.34**.

**Project Status Updates:**
The construction phase is 99% complete. Upon completion of the above-referenced change order work, a follow-up field review will be conducted, after which the Contractor will request final fire alarm, fire safety, and building inspections.

| | |
|---|---|
| Notice to Proceed: | 05/24/21 |
| Projected Substantial Completion Date: | 06/30/26 |
| Projected Final Completion Date: | 11/27/26 |

## Alignment to 2027 Goals and Guardrails:
Business Operations

## Measurable Outcome(s)/Return on Investment:
This change order improves operational clarity of the fire alarm system by removing nonfunctional equipment, reducing the potential for confusion during emergency response.

## Financial Impact, Funding Source & Budget Status:
- The financial impact of this item is $8,940.
- Additional funding in the amount of $8,940 will be allocated from the Capital Projects Reserve, increasing the total project budget from $1,177,238 to $1,186,178.

| ACTION | DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT | TERM (days) |
|---|---|---|---|---|---|
| Original Base Contract | 12/15/20 | Yes | Capital | 850,465.00 | 275 |
| Direct Owner Purchases | — | — | — | 0.00 | 0 |
| Previously Approved COs | — | — | — | 22,332.61 | 254 |
| Current Request | — | — | — | 8,939.34 | 0 |
| **Revised Contract Amount** | **—** | **—** | **—** | **881,736.95** | **529** |

### 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

# Cooper City Elementary School

## Active

| Project | Original Program Year | Previously Budgeted | FY26 | FY27 | FY28 | FY29 | FY30 | Total | Scope |
|---|---|---|---|---|---|---|---|---|---|
| SMART | FY18 | 118,000 | | | | | | 118,000 | Building Envelope Improvements (Roof, Window, Ext Wall, etc.) |
| SMART | FY18 | 304,000 | | | | | | 304,000 | Fire Alarm |
| SMART | FY18 | | | | | | | | Fire Sprinklers |
| SMART | FY18 | 163,000 | | | | | | 163,000 | HVAC Improvements |
| SMART | FY18 | 282,000 | | | | | | 282,000 | Media Center improvements |
| SMART | FY21 | 310,238 | | | | | | 310,238 | Additional funding for approved scope |
| DEFP | FY26 | | 50,000 | 300,000 | | | | 350,000 | Traffic and Pedestrian Management |
| | | 1,177,238 | 50,000 | 300,000 | 0 | 0 | 0 | 1,527,238 | |

## Completed

| Project | Original Program Year | Previously Budgeted | FY26 | FY27 | FY28 | FY29 | FY30 | Total | Scope |
|---|---|---|---|---|---|---|---|---|---|
| SMART | FY15 | 132,000 | | | | | | 132,000 | Additional computers to close computer gap |
| SMART | FY15 | 18,000 | | | | | | 18,000 | CAT 6 Data port Upgrade |
| SMART | FY15 | 136,000 | | | | | | 136,000 | Technology Infrastructure (Servers, Racks, etc.) Upgrade |
| SMART | FY15 | 47,000 | | | | | | 47,000 | Wireless Network Upgrade |
| SMART | FY16 | 50,000 | | | | | | 50,000 | Music Equipment Replacement |
| SMART | FY18 | 100,000 | | | | | | 100,000 | School Choice Enhancement |
| SMART | FY22 | -4,433 | | | | | | -4,433 | Funding reduced for financial close-out. Savings returned to the SMART Program Reserve. |
| | | 478,567 | 0 | 0 | 0 | 0 | 0 | 478,567 | |
| School Total | | 1,655,805 | 50,000 | 300,000 | 0 | 0 | 0 | 2,005,805 | |

Items that appear in bold and with underscore are newly added.

# COLLABORATION

## SIGN-OFF FORM

Title of Agenda Request Item: Additional Funding Request
INTEG MIAMI LLC
Cooper City Elementary School
P.002150

School Board Meeting: 03.10.2026

The financial impact of this item is $8,940.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is an additional impact to the project budget

Funds in the amount of $8,940.00 will come from the Capital Projects Reserve. This changes the project from $1,177,238.00 to $1,186,178.00

| Department Name | Department Head |
| --- | --- |
| Capital Budget | Omar Shim, Director of Capital Budget |

Omar Shim - 02/10/2026
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**

| | |
|---|---|
| 2026-03-10 | 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:**

**Additional Funding Request - Northeast HS, P.001684**

**REQUESTED ACTION:**

**Approve the additional funding request of $100,000 to cover existing costs and provide one year of rental for four (4) temporary spot coolers serving the Band and Chorus rooms at Northeast High School. 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
- ADEFP
- Collaboration Form

**FINANCIAL IMPACT:**

$100,000 additional funding request funded from the Capital Projects Reserve. This increases the project budget from $25,288,267 to $25,388,267.

**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 Feb 24,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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**

Additional Funding Request
Northeast High School, Oakland Park
Former SMART Program Renovations
Project No. P.001684

---

**Board Meeting Date:** March 10, 2026

**Requested Action:**
Approve the additional funding request of $100,000 to cover existing costs and provide one year of rental for four (4) temporary spot coolers serving the Band and Chorus rooms at Northeast High School.

**School Board Policy Requirement/Authority:** Not Applicable

**Statutory Requirement/Authority:** Not Applicable

**District-zone Impact:** District 3

**Impact of the School Board's Vote:**
**- If the School Board votes "Yes":** Sufficient funding will be available to cover the additional costs associated with the rental of four (4) temporary spot coolers serving the Band and Chorus rooms, including accrued rental expenses and up to one year of continued rental coverage during completion of the permanent HVAC redesign and installation.
**- If the School Board votes "No":** The temporary spot coolers may be removed, requiring the Band and Chorus rooms to operate without mechanical cooling for approximately eight (8) to nine (9) months, creating unsafe temperature and humidity conditions, potential damage to musical instruments and equipment, and disruption or relocation of instruction until the permanent HVAC system is installed.

**Background/History**
The original HVAC design for the Band and Chorus rooms was prepared by ACAI Architects, who unexpectedly ceased business operations and filed for bankruptcy. Prior to ceasing operations, the contractor had procured the replacement HVAC unit and decommissioned and removed the existing unit serving those spaces. However, upon installation of the new unit, it was discovered that the ductwork, as designed, could not physically fit within the mezzanine space. At that time, there was no Project Consultant available to resolve the issue.

Jorge A. Gutierrez Architect LLC (JAG) was subsequently engaged as the successor architect of record to assume design responsibilities. Relocation of the new unit to the roof was evaluated; however, that option would have required procurement of a different unit, structural roof reinforcement, cutting into a new roof under warranty, and additional permitting delays. Instead, JAG was directed to redesign the ductwork to accommodate the already purchased

unit within the mezzanine. The redesign has been confirmed feasible, and a proposal for the associated design services is currently being processed.

The anticipated timeline to complete the redesign, permitting, contractor change order issuance, installation, and commissioning is approximately eight (8) to nine (9) months. Temporary spot coolers are required to maintain safe and functional occupancy of the Band and Chorus rooms during this period.

No additional funding needs are anticipated at this time beyond the requested $100,000.

**Project Scope & Detail:**

The scope of work is being completed by James B. Pirtle Construction Company, Inc. and includes ADA improvements, electrical improvements, complete fire alarm system replacement, fire sprinkler upgrades, re-roofing of multiple buildings, STEM Lab improvements, safety and security enhancements, and HVAC improvements consisting of chiller replacement, air handling unit replacements, Digital Direct Controls (DDC) and Energy Management System (EMS) upgrades, test and balance, and associated electrical work to support all system improvements.

**Project Status Updates:**

The construction phase is 97% complete. Remaining work includes completion of the Building 5 mezzanine HVAC redesign and installation, resolution of structural issues at the walkway between Buildings 4 and 6, and installation of rooftop smoke vents at Building 4 pending final documentation and approvals.

| | |
|---|---|
| Notice to Proceed: | 08/10/20 |
| Projected Substantial Completion Date: | 10/30/26 |
| Projected Final Completion Date: | 03/29/27 |

## Alignment to 2027 Goals and Guardrails:

Business Operations

## Measurable Outcome(s)/Return on Investment:

Upon approval, temporary spot coolers will remain in place to maintain safe temperature and humidity levels in the Band and Chorus rooms, allowing uninterrupted instructional use of the spaces and protecting musical instruments and equipment while the permanent HVAC redesign and installation are completed.

## Financial Impact, Funding Source & Budget Status:

- The financial impact of this item is $100,000.
- Additional funding in the amount of $100,000 will be allocated from the Capital Projects Reserve, increasing the total project budget from $25,288,267 to $25,388,267.

| ACTION | DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT | TERM (days) |
|---|---|---|---|---|---|
| Original Base Contract | 04/21/20 | Yes | Capital | 19,996,611.00 | 818 |
| Direct Owner Purchases | N/A | Yes | Capital | (1,162,296.87) | 0 |
| Previously Approved COs | N/A | Yes | Capital | 236,679.55 | 285 |
| Current Request | N/A | N/A | N/A | 0.00 | 0 |
| **Revised Contract Amount** | | | | **19,070,993.68** | **1,103** |

This summary is provided for informational purposes only and reflects the current construction contract with James B. Pirtle Construction Company, Inc. The requested additional funding represents an adjustment to the overall project budget for temporary spot cooler rentals and does not increase, amend, or otherwise impact the Contractor's contract amount.

**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.

**Procurement Method:** RFQ – Construction Manager at Risk

**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

# Northeast High School

## Active

| Project | Original Program Year | Previously Budgeted | FY26 | FY27 | FY28 | FY29 | FY30 | Total | Scope |
|---|---|---|---|---|---|---|---|---|---|
| SMART | FY15 | 284,000 | | | | | | 284,000 | ADA renovations related to educational adequacy |
| SMART | FY15 | 368,000 | | | | | | 368,000 | Electrical Improvements |
| SMART | FY15 | 1,007,000 | | | | | | 1,007,000 | Fire Alarm |
| SMART | FY15 | 1,421,000 | | | | | | 1,421,000 | Fire Sprinklers |
| SMART | FY15 | 4,588,000 | | | | | | 4,588,000 | HVAC Improvements |
| SMART | FY15 | 3,408,000 | | | | | | 3,408,000 | Re-Roofing. |
| SMART | FY15 | 83,000 | | | | | | 83,000 | Safety / Security Upgrade |
| SMART | FY15 | 540,000 | | | | | | 540,000 | Single Point of Entry |
| SMART | FY15 | 2,727,000 | | | | | | 2,727,000 | STEM Lab improvements |
| SMART | FY19 | 17,840,962 | | | | | | 17,840,962 | Demolition of buildings, renovation of buildings and new 24-classroom addition |
| SMART | FY20 | 15,218,605 | | | | | | 15,218,605 | Additional funding for approved scope |
| **DEFP** | **FY26** | | **1,012,000** | | | | | **1,012,000** | **Buildings 26 And 28 Fire Alarm Upgrade** |
| | | 47,485,567 | 1,012,000 | 0 | 0 | 0 | 0 | 48,497,567 | |

## Completed

| Project | Original Program Year | Previously Budgeted | FY26 | FY27 | FY28 | FY29 | FY30 | Total | Scope |
|---|---|---|---|---|---|---|---|---|---|
| SMART | FY15 | 419,000 | | | | | | 419,000 | Additional computers to close computer gap |
| SMART | FY15 | 45,000 | | | | | | 45,000 | CAT 6 Data port Upgrade |
| SMART | FY15 | 100,000 | | | | | | 100,000 | School Choice Enhancement |
| SMART | FY15 | 326,000 | | | | | | 326,000 | Technology Infrastructure (Servers, Racks, etc.) Upgrade |
| SMART | FY15 | 121,000 | | | | | | 121,000 | Weight Room Renovation |
| SMART | FY15 | 74,000 | | | | | | 74,000 | Wireless Network Upgrade |
| SMART | FY17 | 300,000 | | | | | | 300,000 | Music Equipment Replacement |
| SMART | FY22 | -558 | | | | | | -558 | Funding reduced for financial close-out. Savings returned to the SMART Program Reserve. |
| SMART | FY24 | -339 | | | | | | -339 | Funding reduced for financial close-out. Savings returned to the Capital Reserve. |
| | | 1,384,103 | 0 | 0 | 0 | 0 | 0 | 1,384,103 | |
| School Total | | 48,869,670 | 1,012,000 | 0 | 0 | 0 | 0 | 49,881,670 | |

Items that appear in bold and with underscore are newly added.

# COLLABORATION

## SIGN-OFF FORM

Title of Agenda Request Item: Additional Funding Request
N/A
Northeast High School
P.001684

School Board Meeting: 03.10.2026

The financial impact of this item is $100,000.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is an additional impact to the project budget

Funds in the amount of $100,000.00 will come from the Capital Projects Reserve. This changes the project from $25,288,267.00 to $25,388,267.00

Department Name
Capital Budget

Department Head
Omar Shim, Director of Capital Budget

Omar Shim - 02/20/2026
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**

| | |
|---|---|
| 2026-03-10 | 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:**

**Additional Funding Request - South Plantation HS, P.002597**

**REQUESTED ACTION:**

**Approve the additional funding request of $37,311.40 for the Electrical Improvements Project at South Plantation High School. District 6**

**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
- ADEFP
- Collaboration Form

**FINANCIAL IMPACT:**

$37,311.40 additional funding request funded from the Capital Projects Reserve. This increases the project budget from $1,466,899.81 to $1,504,211,21.

**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 Feb 24,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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**

Additional Funding Request
South Plantation High School, Plantation
Former SMART Program Renovations
Electrical Improvements
Project No. P.002597

---

**Board Meeting Date:** March 10, 2026

## Requested Action:

Approve the additional funding request of $37,311.40 for the Electrical Improvements Project at South Plantation High School.

**School Board Policy Requirement/Authority:** Not Applicable

**Statutory Requirement/Authority:** Not Applicable

**District-zone Impact:** District 6

## Impact of the School Board's Vote:

**- If the School Board votes "Yes":** Funding will be available to issue a purchase order to SGM Engineering, Inc., under its continuing contract, to prepare the required Florida Power & Light (FPL) utility easement and to fund the related change order from C & F Electric of Fort Lauderdale, Inc. for installation of new underground electrical lines to the transformer. This will allow FPL to complete the upgraded electrical service and provide permanent power to the electric duct heaters.

**- If the School Board votes "No":** Funding will not be available to prepare the required easement or to complete the additional electrical work required by FPL. As a result, the upgraded electrical service cannot be completed, which could delay both the electrical and HVAC improvement projects.

## Background/History

This item requests funding to support two related actions at South Plantation High School: issuance of a purchase order in the amount of **$8,048** to SGM Engineering, Inc., under its continuing contract with the District, to prepare the required FPL utility easement; and a change order from C & F Electric of Fort Lauderdale, Inc., estimated at **$29,263.40** and currently under review, to complete additional electrical work required by FPL.

The scope of work for the Electrical Improvements Project included the installation of a new switchgear to support the HVAC equipment and electric duct heaters being replaced under a separate project. At the time, it was believed that the existing campus electrical system had sufficient capacity to support the added equipment. However, after further review, FPL

determined that the existing electrical service did not have sufficient capacity to handle the additional load.

To address this issue, a new transformer and related electrical equipment were previously added to the scope of work. Despite this addition, FPL later determined that the new transformer cannot connect to the existing campus electrical loop and instead requires a new, dedicated power feed from outside the campus.

This design change requires additional underground electrical lines from FPL's power source at the south end of the property to the new transformer. Because this revised routing was not part of the original scope, FPL also requires a formal utility easement so it can install and maintain the new service lines.

This request allows the District to move forward with both the required electrical work and the easement documentation so permanent power can be provided to the electric duct heaters installed.

**Project Scope & Detail:**
The scope of work for the project is being completed by C & F Electric of Fort Lauderdale, Inc., and includes electrical work associated with twelve (12) air handling units in Building 1, installation of new switchgear to support electric duct heaters, and electrical work to support four (4) new fan coil units serving the main lobby.

**Project Status Updates:**
The construction phase is 80% complete. Remaining work includes completion of electrical connections to the remaining HVAC equipment, installation of required underground electrical infrastructure, coordination with FPL for the upgraded electrical service, and final controls and closeout activities.

| | |
|---|---|
| Notice to Proceed: | 06/07/21 |
| Projected Substantial Completion Date: | 10/30/26 |
| Projected Final Completion Date: | 01/28/27 |

## Alignment to 2027 Goals and Guardrails:
Business Operations

## Measurable Outcome(s)/Return on Investment:
Upon completion, the project will have the required utility easement in place and the upgraded electrical service installed, allowing permanent power to be provided to the new switchgear and electric duct heaters. This will enable full operation of the installed HVAC equipment and support reliable heating and ventilation performance in Building 1.

## Financial Impact, Funding Source & Budget Status:
The financial impact of this item is $37,311.40, which includes $8,048 for issuance of a purchase order to SGM Engineering, to prepare the required FPL utility easement and $29,263.40 for a change order to C & F Electric, for additional electrical work required by FPL.

Additional funding in the amount of $37,311.40 will be allocated from the Capital Projects Reserve, increasing the total project budget from $1,466,899.81 to $1,504,211,21.

| ACTION | DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT | TERM (days) |
|---|---|---|---|---|---|
| Original Base Contract | 06/07/21 | Yes | Capital | 1,087,080.00 | 300 |
| Direct Owner Purchases | N/A | Yes | Capital | 0.00 | 0 |
| Previously Approved COs | N/A | Yes | Capital | 239,819.81 | 771 |
| Projected CO Request* | N/A | No | Capital | 29,263.40 | 480 |
| **Revised Contract Amount** | | | | **1,356,163.21** | **1,551** |

This summary reflects the construction contract with C & F Electric of Fort Lauderdale, Inc. *only*. The purchase order to SGM Engineering, Inc. will be issued under its continuing contract with the District and is not included in this construction contract summary.

*The pending change order has been confirmed to have entitlement but is awaiting formal review and approval by CORP. The associated dollar amount, time extension, and categorization remain under review and have not yet been finalized.

**Multi-year agreement: Yes / No**
No, this item is not a multi-year agreement. The construction schedule, including the duration required to achieve Substantial and Final Completion, is established in the contract documents. The contractor is performing the work under a CSMP cost-plus agreement, and change orders do not require Board approval unless they exceed the $2 million project cap. Any future requests for additional compensation or time will be reviewed by CORP, and an updated purchase order will be issued if recommended.

**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

# South Plantation High School

## Active

| Project | Original Program Year | Previously Budgeted | FY26 | FY27 | FY28 | FY29 | FY30 | Total | Scope |
|---|---|---|---|---|---|---|---|---|---|
| SMART | FY18 | 1,291,434 | | | | | | 1,291,434 | Electrical Improvements |
| SMART | FY18 | 1,874,850 | | | | | | 1,874,850 | HVAC Improvements |
| SMART | FY24 | 175,466 | | | | | | 175,466 | Additional funding for approved scope |
| **DEFP** | **FY25** | **270,000** | **1,250,000** | | | | | **1,520,000** | **Turf Field Conversion** |
| | | 3,611,750 | 1,250,000 | 0 | 0 | 0 | 0 | 4,861,750 | |

## Completed

| Project | Original Program Year | Previously Budgeted | FY26 | FY27 | FY28 | FY29 | FY30 | Total | Scope |
|---|---|---|---|---|---|---|---|---|---|
| SMART | FY15 | 549,000 | | | | | | 549,000 | Additional computers to close computer gap |
| SMART | FY15 | 44,000 | | | | | | 44,000 | CAT 6 Data port Upgrade |
| SMART | FY15 | 371,000 | | | | | | 371,000 | Technology Infrastructure (Servers, Racks, etc.) Upgrade |
| SMART | FY15 | 78,000 | | | | | | 78,000 | Wireless Network Upgrade |
| SMART | FY17 | 300,000 | | | | | | 300,000 | Music Equipment Replacement |
| SMART | FY18 | 516,000 | | | | | | 516,000 | Building Envelope Improvements (Roof, Window, Ext Wall, etc.) |
| SMART | FY18 | 790,000 | | | | | | 790,000 | Fire Sprinklers |
| SMART | FY18 | 830,000 | | | | | | 830,000 | Media Center improvements |
| SMART | FY18 | 787,000 | | | | | | 787,000 | STEM Lab improvements |
| SMART | FY18 | 121,000 | | | | | | 121,000 | Weight Room Renovation |
| SMART | FY19 | 100,000 | | | | | | 100,000 | School Choice Enhancement |
| SMART | FY22 | 4,952,714 | | | | | | 4,952,714 | Additional funding for approved scope |
| SMART | FY22 | -366 | | | | | | -366 | Funding reduced for financial close-out. Savings returned to the SMART Program Reserve. |
| SMART | FY24 | -440 | | | | | | -440 | Funding reduced for financial close-out. Savings returned to the Capital Reserve. |
| | | 9,437,908 | 0 | 0 | 0 | 0 | 0 | 9,437,908 | |
| School Total | | 13,049,658 | 1,250,000 | 0 | 0 | 0 | 0 | 14,299,658 | |

Items that appear in bold and with underscore are newly added.

# COLLABORATION

## SIGN-OFF FORM

Title of Agenda Request Item: Additional Funding Request
SGM ENGINEERING, INC. & C & F ELECTRIC OF FORT LAUDERDALE, INC.
South Plantation High School
P.002597

School Board Meeting: 03.10.2026

The financial impact of this item is $37,311.40

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 $37,311.40 will come from the Capital Projects Reserve. This changes the project from $1,466,899.81 to $1,504,211.21

| Department Name | Department Head |
|---|---|
| Capital Budget | Omar Shim, Director of Capital Budget |

Omar Shim - 02/20/2026
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**

| | |
|---|---|
| 2026-03-10 | 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:**

**Additional Funding Request - FY26 Artificial Turf Field Conversions**

**REQUESTED ACTION:**

**Approve an increase of $2,880,000 to the FY26 budget for Artificial Turf Field Conversion projects at six high schools, increasing the total allocation to $12,000,000: Blanche Ely High School, Coconut Creek High School, McArthur High School, Miramar High School, Pompano Beach High School, and South Plantation High School. Districts 1, 2, 6, and 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
- DEFP Pages
- Collaboration Form
- JJ-14 Response

**FINANCIAL IMPACT:**

$2,880,000 additional funding request funded from the Capital Projects Reserve. This increases the FY26 budget for Turf Field Conversions from $9,120,000 to $12,000,000.

**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 Feb 24,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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**

Additional Funding Request

FY26 Artificial Turf Field Conversions

**Board Meeting Date:** March 10, 2026

## Requested Action:

Approve an increase of $2,880,000 to the FY26 budget for Artificial Turf Field Conversion projects at six high schools, increasing the total allocation to $12,000,000: Blanche Ely High School, Coconut Creek High School, McArthur High School, Miramar High School, Pompano Beach High School, and South Plantation High School.

**School Board Policy Requirement/Authority:** Not Applicable

**Statutory Requirement/Authority:** Authorized pursuant to Florida Statute 1001.42(12)(b), which grants the SBBC authority to adopt and amend the District's annual budget.

**District-zone Impact:** This item impacts six high schools across multiple zones: Districts 1, 2, 6, and 7

## Impact of the School Board's Vote:

**- If the School Board votes "Yes":** The capital budget for the six artificial turf field projects identified in the FY26 DEFP will increase by $2,880,000, bringing the total allocation to $12,000,000. This action supports continued implementation of the District's multi-year athletics capital initiative.

**- If the School Board votes "No":** The capital budget for the six schools identified in the FY26 DEFP will remain at the currently approved level of $9,120,000, preventing issuance of purchase orders needed to initiate the artificial turf field projects and delaying implementation. As a result, the affected schools will continue to incur maintenance costs associated with natural grass fields and experience weather related playability and scheduling limitations.

## Background/History

The Artificial Turf Field Conversion initiative is part of the District's athletics capital program and is reflected in the District Educational Facilities Plan (DEFP) as a multi-year implementation effort developed to address recurring field deterioration, high maintenance demands, limited playability during inclement weather, and increasing utilization by athletics and extracurricular programs.

The scope of work includes the removal of existing natural grass fields and the installation of synthetic turf systems. Work generally consists of site preparation, base stabilization, installation of the turf system, and associated athletic field improvements. Each project is site-specific, and

construction costs are dependent upon geotechnical conditions, existing site conditions, and field layout. The resulting improvements will provide increased durability, greater scheduling flexibility, and lower long-term maintenance requirements.

**Implementation and Fiscal History:**

Fiscal Year 2025 (FY25) served as the initial phase of implementation and funded three schools: Deerfield Beach High School, Dillard 6-12, and South Broward High School. Initial planning assumptions estimated construction costs at approximately $1.2 million per school. However, as the projects progressed and site conditions were evaluated, projected construction costs were determined to be higher than originally anticipated. The project budgets for the three schools were subsequently adjusted in the Fiscal Year 2026 (FY26) DEFP to reflect updated cost projections. Upon completion, total expenditures were $5,639,155.68, which were generally consistent with the revised combined budget of $5,880,000.

| FY25 Schools | Project No. | Current Budget | Actual Costs | Delta |
|---|---|---|---|---|
| Deerfield Beach HS | P.003050 | 1,960,000.00 | 1,808,918.00 | (151,082.00) |
| Dillard 6-12 | P.003048 | 1,700,000.00 | 1,540,067.16 | (159,932.84) |
| South Broward HS | P.003049 | 2,220,000.00 | 2,290,170.52 | 70,170.52 |
| | **TOTAL** | **5,880,000.00** | **5,639,155.68** | **(240,844.32)** |

Beginning in Fiscal Year 2026 (FY26), the program expands to six schools annually in accordance with the approved capital plan. The six high schools identified for FY26 were approved in the DEFP with an allocation of $1,520,000 per school, for a total of $9,120,000 for year 2.

Consistent with the construction experience from FY25 and current cost projections, staff has determined that the FY26 allocations should be adjusted to more accurately reflect anticipated project costs. Staff is therefore recommending an increase to $2,000,000 per school, representing an additional $2,880,000 and bringing the combined FY26 allocation to $12,000,000.

| FY26 Schools | Project No. | Current Budget | Projected Budget |
|---|---|---|---|
| Blanche Ely HS | P.003118 | 1,520,000.00 | 2,000,000.00 |
| Coconut Creek HS | P.003119 | 1,520,000.00 | 2,000,000.00 |
| McArthur HS | P.003120 | 1,520,000.00 | 2,000,000.00 |
| Miramar HS | P.003116 | 1,520,000.00 | 2,000,000.00 |
| Pompano Beach HS | P.003121 | 1,520,000.00 | 2,000,000.00 |
| South Plantation HS | P.003117 | 1,520,000.00 | 2,000,000.00 |
| | **TOTAL** | **9,120,000.00** | **12,000,000.00** |

Construction at the six locations will be coordinated around athletic field usage, **with project completion targeted for July 31, 2026**, in advance of the 2026-2027 school year. This adjustment supports continued implementation of the District's multi-year Artificial Turf Field Conversion initiative as outlined in the DEFP and helps ensure that future phases are budgeted using current and experience-based cost data.

## Alignment to 2027 Goals and Guardrails:

Business Operations

## Measurable Outcome(s)/Return on Investment:

Approval of this item will align project funding with anticipated construction costs, authorize issuance of purchase orders, and ensure continued implementation of the District's multi-year Artificial Turf Field Conversion program as outlined in the DEFP Athletics plan.

## Financial Impact, Funding Source & Budget Status:

The financial impact of this item is $2,880,000. The additional funding will be provided from the Capital Projects Reserve and will increase the FY26 allocation for Artificial Turf Field Conversion projects from $9,120,000 to $12,000,000.

The Artificial Turf Field Conversion initiative is included in the DEFP as part of the District's multi-year athletics capital allocation. Based on demonstrated construction costs, funding levels for the remaining fiscal years of the initiative will continue to be evaluated during the annual DEFP development process. Budget reconciliation, if necessary, will occur at the conclusion of the multi-year initiative.

If an individual project exceeds its approved project budget, a separate item will be presented to the School Board of Broward County for approval.

| ACTION | DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT ($) | TERM (FY) |
|---|---|---|---|---|---|
| FY25 Original Allocation (3 Schools) | 9/4/2024 | Yes | Capital | 3,800,000 | FY25 |
| FY25 Budget Increase | 9/3/2025 | Yes | Capital | 2,080,000 | FY25 |
| FY26 Original Allocation (6 Schools) | 9/3/2025 | Yes | Capital | 9,120,000 | FY26 |
| FY26 Budget Increase | 3/10/2026 | No | Capital | 2,880,000 | FY26 |
| **Total Budgeted Allocation To-Date** | | | | **17,880,000** | **N/A** |

## Multi-year agreement: Yes / No

No, this is not a multi-year agreement. This item represents a capital budget adjustment within the existing initiative. Any additional funding requests will require separate SBBC approval.

**Procurement Method:** Not applicable

**Impact on Schools:** The six identified high schools will receive synthetic turf fields, resulting in improved field conditions, increased utilization capacity, and reduced maintenance disruptions. The initiative supports district-wide athletics programming and promotes facility equity.

**If there is an impact on schools, how will schools be selected/prioritized:** Schools were identified through the District's established multi-year capital planning process based on facility condition, maintenance needs, athletic utilization, and geographic distribution.

**Stakeholder Engagement/ End-User Input:**
Not applicable

**If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:**
Not applicable

**Additional Backup:**
Not applicable

# Ely, Blanche High School

## Active

| Project | Original Program Year | Previously Budgeted | FY26 | FY27 | FY28 | FY29 | FY30 | Total | Scope |
|---|---|---|---|---|---|---|---|---|---|
| SMART | FY15 | 1,089,000 | | | | | | 1,089,000 | Building Envelope Improvements (Roof, Window, Ext Wall, etc.) includes building #4 |
| SMART | FY15 | 152,000 | | | | | | 152,000 | Fire Sprinklers |
| SMART | FY15 | 6,202,000 | | | | | | 6,202,000 | HVAC Improvements |
| SMART | FY15 | 2,791,886 | | | | | | 2,791,886 | IAQ & Fascia Replacement |
| SMART | FY15 | 668,000 | | | | | | 668,000 | Media Center improvements |
| SMART | FY15 | 540,000 | | | | | | 540,000 | Single Point of Entry |
| SMART | FY15 | 1,140,000 | | | | | | 1,140,000 | STEM Lab improvements |
| SMART | FY18 | 7,310,000 | | | | | | 7,310,000 | Additional funding for approved scope |
| DEFP | FY22 | 1,250,000 | | | | | | 1,250,000 | Bus Loop Canopy |
| DEFP | FY24 | 3,650,000 | | | | | | 3,650,000 | Additional funding for approved scope |
| **DEFP** | **FY25** | **270,000** | **1,250,000** | | | | | **1,520,000** | **Turf Field Conversion** |
| | | 25,062,886 | 1,250,000 | 0 | 0 | 0 | 0 | 26,312,886 | |

## Completed

| Project | Original Program Year | Previously Budgeted | FY26 | FY27 | FY28 | FY29 | FY30 | Total | Scope |
|---|---|---|---|---|---|---|---|---|---|
| SMART | FY15 | 300,000 | | | | | | 300,000 | Music Equipment Replacement |
| SMART | FY15 | 100,000 | | | | | | 100,000 | School Choice Enhancement |
| SMART | FY15 | 121,000 | | | | | | 121,000 | Weight Room Renovation |
| SMART | FY16 | 435,000 | | | | | | 435,000 | Additional computers to close computer gap |
| SMART | FY16 | 53,000 | | | | | | 53,000 | CAT 6 Data port Upgrade |
| SMART | FY16 | 11,000 | | | | | | 11,000 | Technology Infrastructure (Servers, Racks, etc.) Upgrade |
| SMART | FY16 | 88,000 | | | | | | 88,000 | Wireless Network Upgrade |
| SMART | FY22 | -3,676 | | | | | | -3,676 | Funding reduced for financial close-out. Savings returned to the SMART Program Reserve. |
| DEFP | FY15 | 239,290 | | | | | | 239,290 | ADA Stage Lift |
| DEFP | FY15 | 672,616 | | | | | | 672,616 | Demolition of Buildings #3, #5, #6, #7, #8, #9, #12. Re-roof building #4. Canopy repair/replacement in selected areas. Building #20 originally scoped for demolition has now been converted for use by the school. |
| DEFP | FY15 | 1,152,260 | | | | | | 1,152,260 | Gymnasium Accessibility |
| DEFP | FY15 | 700,000 | | | | | | 700,000 | Outdoor Dining Renovation |

Items that appear in bold and with underscore are newly added.

# Ely, Blanche High School

## Completed

| Project | Original Program Year | Previously Budgeted | FY26 | FY27 | FY28 | FY29 | FY30 | Total | Scope |
|---|---|---|---|---|---|---|---|---|---|
| DEFP | FY15 | 115,000 | | | | | | 115,000 | Remove existing scoreboard from building and install new scoreboard at southwest corner of football field (outside of fence). |
| DEFP | FY22 | 1,300,000 | | | | | | 1,300,000 | Switchgear Replacement |
| DEFP | FY24 | -699,681 | | | | | | -699,681 | Funding reduced for financial close-out. Savings returned to the Capital Reserve. |
| | | 4,583,809 | 0 | 0 | 0 | 0 | 0 | 4,583,809 | |
| School Total | | 29,646,695 | 1,250,000 | 0 | 0 | 0 | 0 | 30,896,695 | |

Items that appear in bold and with underscore are newly added.

# Coconut Creek High School

## Active

| Project | Original Program Year | Previously Budgeted | FY26 | FY27 | FY28 | FY29 | FY30 | Total | Scope |
|---|---|---|---|---|---|---|---|---|---|
| SMART | FY16 | 686,000 | | | | | | 686,000 | Building Envelope Improvements (Roof, Window, Ext Wall, etc.) |
| SMART | FY16 | 1,174,000 | | | | | | 1,174,000 | Fire Alarm |
| SMART | FY16 | 814,000 | | | | | | 814,000 | HVAC Improvements |
| SMART | FY16 | 600,000 | | | | | | 600,000 | Media Center improvements |
| SMART | FY16 | 53,000 | | | | | | 53,000 | Safety / Security Upgrade |
| SMART | FY16 | 540,000 | | | | | | 540,000 | Single Point of Entry |
| SMART | FY16 | 725,000 | | | | | | 725,000 | STEM Lab improvements |
| SMART | FY22 | 3,745,350 | | | | | | 3,745,350 | Additional funding for approved scope |
| DEFP | FY15 | 250,000 | | | | | | 250,000 | Auditorium Accessibility |
| DEFP | FY26 | | 1,073,000 | | | | | 1,073,000 | Covered Walkway |
| **DEFP** | **FY26** | **270,000** | **1,250,000** | | | | | **1,520,000** | **Turf Field Conversion** |
| | | 8,857,350 | 2,323,000 | 0 | 0 | 0 | 0 | 11,180,350 | |

## Completed

| Project | Original Program Year | Previously Budgeted | FY26 | FY27 | FY28 | FY29 | FY30 | Total | Scope |
|---|---|---|---|---|---|---|---|---|---|
| SMART | FY16 | 288,000 | | | | | | 288,000 | Additional computers to close computer gap |
| SMART | FY16 | 35,000 | | | | | | 35,000 | CAT 6 Data port Upgrade |
| SMART | FY16 | 300,000 | | | | | | 300,000 | Music Equipment Replacement |
| SMART | FY16 | 100,000 | | | | | | 100,000 | School Choice Enhancement |
| SMART | FY16 | 26,000 | | | | | | 26,000 | Technology Infrastructure (Servers, Racks, etc.) Upgrade |
| SMART | FY16 | 121,000 | | | | | | 121,000 | Weight Room Renovation |
| SMART | FY16 | 198,000 | | | | | | 198,000 | Wireless Network Upgrade |
| SMART | FY22 | -15 | | | | | | -15 | Funding reduced for financial close-out. Savings returned to the SMART Program Reserve. |
| SMART | FY24 | -466 | | | | | | -466 | Funding reduced for financial close-out. Savings returned to the Capital Reserve. |
| DEFP | FY15 | 615,907 | | | | | | 615,907 | Install new fire hydrant near relocatable classrooms at the west of the property. Scope Revision: Project to include fire sprinklers in building #1. |
| DEFP | FY22 | 182,700 | | | | | | 182,700 | Additional funding for approved scope |
| | | 1,866,126 | 0 | 0 | 0 | 0 | 0 | 1,866,126 | |

Items that appear in bold and with underscore are newly added.

| Coconut Creek High School | | | | | | | |
|---|---|---|---|---|---|---|---|
| School Total | 10,723,476 | 2,323,000 | 0 | 0 | 0 | 0 | 13,046,476 |

Items that appear in bold and with underscore are newly added.

# 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 |
| **DEFP** | **FY25** | **272,000** | | | | | | **272,000** | **Re-Roof Building 5 (Media Center)** |
| **DEFP** | **FY26** | **270,000** | **1,250,000** | | | | | **1,520,000** | **Turf Field Conversion** |
| | | 41,973,727 | 8,050,000 | 0 | 0 | 0 | 0 | 50,023,727 | |

## 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. |

Items that appear in bold and with underscore are newly added.

# McArthur High School

## Completed

| Project | Original Program Year | Previously Budgeted | FY26 | FY27 | FY28 | FY29 | FY30 | Total | Scope |
|---|---|---|---|---|---|---|---|---|---|
| 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. |
| DEFP | FY15 | 255,656 | | | | | | 255,656 | Replace the existing roof top air conditioning units at Building 1 and 20. |
| DEFP | FY24 | -14,719 | | | | | | -14,719 | Funding reduced for financial close-out. Savings returned to the Capital Reserve. |
| | | 3,531,643 | 0 | 0 | 0 | 0 | 0 | 3,531,643 | |
| School Total | | 45,505,370 | 8,050,000 | 0 | 0 | 0 | 0 | 53,555,370 | |

Items that appear in bold and with underscore are newly added.

# Miramar Elementary School

## Active

| Project | Original Program Year | Previously Budgeted | FY26 | FY27 | FY28 | FY29 | FY30 | Total | Scope |
|---|---|---|---|---|---|---|---|---|---|
| There are no active projects for this location. | | | | | | | | | |

## Completed

| Project | Original Program Year | Previously Budgeted | FY26 | FY27 | FY28 | FY29 | FY30 | Total | Scope |
|---|---|---|---|---|---|---|---|---|---|
| SMART | FY15 | 855,000 | | | | | | 855,000 | Building Envelope Improvements (Roof, Window, Ext Wall, etc.) |
| SMART | FY15 | 2,943,000 | | | | | | 2,943,000 | HVAC Improvements |
| SMART | FY15 | 100,000 | | | | | | 100,000 | School Choice Enhancement |
| SMART | FY16 | 210,000 | | | | | | 210,000 | Additional computers to close computer gap |
| SMART | FY16 | 12,000 | | | | | | 12,000 | CAT 6 Data port Upgrade |
| SMART | FY16 | 17,000 | | | | | | 17,000 | Technology Infrastructure (Servers, Racks, etc.) Upgrade |
| SMART | FY16 | 84,000 | | | | | | 84,000 | Wireless Network Upgrade |
| SMART | FY17 | 50,000 | | | | | | 50,000 | Music Equipment Replacement |
| SMART | FY19 | 2,286,935 | | | | | | 2,286,935 | Additional funding for approved scope |
| SMART | FY22 | -18,000 | | | | | | -18,000 | Funding reduced for construction bid award. Savings returned to the SMART Program Reserve. |
| SMART | FY22 | -66 | | | | | | -66 | Funding reduced for financial close-out. Savings returned to the SMART Program Reserve. |
| SMART | FY24 | -146,177 | | | | | | -146,177 | Funding reduced for financial close-out. Savings returned to the Capital Reserve. |
| | | 6,393,692 | 0 | 0 | 0 | 0 | 0 | 6,393,692 | |
| School Total | | 6,393,692 | 0 | 0 | 0 | 0 | 0 | 6,393,692 | |

Items that appear in bold and with underscore are newly added.

# Pompano Beach High School

## Active

| Project | Original Program Year | Previously Budgeted | FY26 | FY27 | FY28 | FY29 | FY30 | Total | Scope |
|---|---|---|---|---|---|---|---|---|---|
| SMART | FY18 | 110,000 | | | | | | 110,000 | Art Room Renovation and Equipment |
| SMART | FY18 | 468,000 | | | | | | 468,000 | Building Envelope Improvements (Roof, Window, Ext Wall, etc.) |
| SMART | FY18 | 337,000 | | | | | | 337,000 | Conversion of Existing Space to Music and/or Art Lab(s) |
| SMART | FY18 | 914,000 | | | | | | 914,000 | Fire Sprinklers |
| SMART | FY18 | 815,000 | | | | | | 815,000 | HVAC Improvements |
| SMART | FY23 | 600,960 | | | | | | 600,960 | Additional funding for approved scope |
| **DEFP** | **FY26** | **270,000** | **1,250,000** | | | | | **1,520,000** | **Turf Field Conversion** |
| | | 3,514,960 | 1,250,000 | 0 | 0 | 0 | 0 | 4,764,960 | |

## Completed

| Project | Original Program Year | Previously Budgeted | FY26 | FY27 | FY28 | FY29 | FY30 | Total | Scope |
|---|---|---|---|---|---|---|---|---|---|
| SMART | FY15 | 209,000 | | | | | | 209,000 | Additional computers to close computer gap |
| SMART | FY15 | 22,000 | | | | | | 22,000 | CAT 6 Data port Upgrade |
| SMART | FY15 | 300,000 | | | | | | 300,000 | Music Equipment Replacement |
| SMART | FY15 | 255,000 | | | | | | 255,000 | Technology Infrastructure (Servers, Racks, etc.) Upgrade |
| SMART | FY16 | 300,000 | | | | | | 300,000 | Track Resurfacing |
| SMART | FY18 | 121,000 | | | | | | 121,000 | Weight Room Renovation |
| SMART | FY19 | 100,000 | | | | | | 100,000 | School Choice Enhancement |
| SMART | FY22 | -15,900 | | | | | | -15,900 | Funding reduced for financial close-out. Savings returned to the SMART Program Reserve. |
| | | 1,291,100 | 0 | 0 | 0 | 0 | 0 | 1,291,100 | |
| School Total | | 4,806,060 | 1,250,000 | 0 | 0 | 0 | 0 | 6,056,060 | |

Items that appear in bold and with underscore are newly added.

# South Plantation High School

## Active

| Project | Original Program Year | Previously Budgeted | FY26 | FY27 | FY28 | FY29 | FY30 | Total | Scope |
|---|---|---|---|---|---|---|---|---|---|
| SMART | FY18 | 1,291,434 | | | | | | 1,291,434 | Electrical Improvements |
| SMART | FY18 | 1,874,850 | | | | | | 1,874,850 | HVAC Improvements |
| SMART | FY24 | 175,466 | | | | | | 175,466 | Additional funding for approved scope |
| **DEFP** | **FY25** | **270,000** | **1,250,000** | | | | | **1,520,000** | **Turf Field Conversion** |
| | | 3,611,750 | 1,250,000 | 0 | 0 | 0 | 0 | 4,861,750 | |

## Completed

| Project | Original Program Year | Previously Budgeted | FY26 | FY27 | FY28 | FY29 | FY30 | Total | Scope |
|---|---|---|---|---|---|---|---|---|---|
| SMART | FY15 | 549,000 | | | | | | 549,000 | Additional computers to close computer gap |
| SMART | FY15 | 44,000 | | | | | | 44,000 | CAT 6 Data port Upgrade |
| SMART | FY15 | 371,000 | | | | | | 371,000 | Technology Infrastructure (Servers, Racks, etc.) Upgrade |
| SMART | FY15 | 78,000 | | | | | | 78,000 | Wireless Network Upgrade |
| SMART | FY17 | 300,000 | | | | | | 300,000 | Music Equipment Replacement |
| SMART | FY18 | 516,000 | | | | | | 516,000 | Building Envelope Improvements (Roof, Window, Ext Wall, etc.) |
| SMART | FY18 | 790,000 | | | | | | 790,000 | Fire Sprinklers |
| SMART | FY18 | 830,000 | | | | | | 830,000 | Media Center improvements |
| SMART | FY18 | 787,000 | | | | | | 787,000 | STEM Lab improvements |
| SMART | FY18 | 121,000 | | | | | | 121,000 | Weight Room Renovation |
| SMART | FY19 | 100,000 | | | | | | 100,000 | School Choice Enhancement |
| SMART | FY22 | 4,952,714 | | | | | | 4,952,714 | Additional funding for approved scope |
| SMART | FY22 | -366 | | | | | | -366 | Funding reduced for financial close-out. Savings returned to the SMART Program Reserve. |
| SMART | FY24 | -440 | | | | | | -440 | Funding reduced for financial close-out. Savings returned to the Capital Reserve. |
| | | 9,437,908 | 0 | 0 | 0 | 0 | 0 | 9,437,908 | |
| School Total | | 13,049,658 | 1,250,000 | 0 | 0 | 0 | 0 | 14,299,658 | |

Items that appear in bold and with underscore are newly added.

# COLLABORATION

## SIGN-OFF FORM

Title of Agenda Request Item: Additional Funding Request
N/A
Blanche Ely High School
P.003118

School Board Meeting: 03.10.2026

The financial impact of this item is $480,000.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is an additional impact to the project budget

| Department Name | Department Head |
| --- | --- |
| Capital Budget | Omar Shim, Director of Capital Budget |

Omar Shim - 02/23/2026
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.

# COLLABORATION

## SIGN-OFF FORM

Title of Agenda Request Item: Additional Funding Request
N/A
Coconut Creek High School
P.003119

School Board Meeting: 03.10.2026

The financial impact of this item is $480,000.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is an additional impact to the project budget

| Department Name | Department Head |
| --- | --- |
| Capital Budget | Omar Shim, Director of Capital Budget |

Omar Shim - 02/23/2026
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.

# COLLABORATION

## SIGN-OFF FORM

Title of Agenda Request Item: Additional Funding Request
N/A
McArthur High School
P.003120

School Board Meeting: 03.10.2026

The financial impact of this item is $480,000.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is an additional impact to the project budget

| Department Name | Department Head |
| --- | --- |
| Capital Budget | Omar Shim, Director of Capital Budget |

Omar Shim - 02/23/2026
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.

# COLLABORATION

## SIGN-OFF FORM

Title of Agenda Request Item: Additional Funding Request
N/A
Miramar High School
P.003116

School Board Meeting: 03.10.2026

The financial impact of this item is $480,000.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is an additional impact to the project budget

| Department Name | Department Head |
| --- | --- |
| Capital Budget | Omar Shim, Director of Capital Budget |

Omar Shim - 02/23/2026
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.

# COLLABORATION

## SIGN-OFF FORM

Title of Agenda Request Item: Additional Funding Request
N/A
Pompano Beach High School
P.003121

School Board Meeting: 03.10.2026

The financial impact of this item is $480,000.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is an additional impact to the project budget

| Department Name | Department Head |
| --- | --- |
| Capital Budget | Omar Shim, Director of Capital Budget |

Omar Shim - 02/23/2026
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.

# COLLABORATION

## SIGN-OFF FORM

Title of Agenda Request Item: Additional Funding Request
N/A
South Plantation High School
P.003117

School Board Meeting: 03.10.2026

The financial impact of this item is $480,000.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is an additional impact to the project budget

| Department Name | Department Head |
| --- | --- |
| Capital Budget | Omar Shim, Director of Capital Budget |

Omar Shim - 02/23/2026
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.

Staff Follow Up: **26-116 (DH)**
Due Date: March 6, 2026

Established 1915 BROWARD County Public Schools | Educating Today's Students to Succeed in Tomorrow's World

**Topic**: Meeting: Mach 10, 2026, RSBM
JJ-14.) Additional Funding Request – FY26 Artificial Turf Field Conversations

**Staff Follow-up**: Can you please provide a more detailed explanation for the increase in cost?

**Response:** The initial estimates provided by vendors were preliminary and ultimately proved insufficient. To remain competitive during the procurement process, vendors quoted the lowest-cost synthetic turf installation options, which were used as the basis for the District's initial budget projections.

A committee comprised of Athletics Leadership, Coaches, and Physical Plant Operations (PPO) staff interviewed prospective vendors. Based on vendor recommendations, the committee elected not to use standard crumb rubber infill due to its tendency to increase field temperatures in South Florida. Instead, an alternative infill material was selected to help maintain lower surface temperatures, which increased the overall project cost.

Additional cost impacts were identified once engineering evaluations began. Final drainage and permitting requirements could only be determined following geotechnical and percolation testing and had to comply with the design standards of the South Florida Water Management Authority.

Further expenses were associated with site-specific conditions. Many fields lacked the required concrete curb needed for turf installation, which necessitated removing a lane of the existing track to install the curb. Other factors included adjustments to field event areas, relocation or replacement of goal posts and flagpoles, and unforeseen conditions such as shallow underground utilities that required rerouting.

Because each school site has unique conditions and infrastructure requirements, project costs vary by location. PPO continues to refine future cost estimates based on experience gained from the initial synthetic turf installations.

HH/MDD/JO/BP:mc

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | 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 - Cresthaven ES, P.001676**

**REQUESTED ACTION:**

**Approve Final Acceptance of the Project, Release of Retainage, a time extension of 217 days to Substantial Completion, and a time extension of 36 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 $304,604.09 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 Feb 24,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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
Cresthaven Elementary School, Pompano Beach
Former SMART Program Renovations
Project No. P.001676

---

**Board Meeting Date:** March 10, 2026

**Requested Action:**
Approve Final Acceptance of the Project, Release of Retainage, a time extension of 217 days to Substantial Completion, and a time extension of 36 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 State Contracting & Engineering Corporation on July 6, 2023, with an original contract duration of 493 days to achieve Substantial Completion of the work. The project scope included campus-wide re-roofing, exterior painting, aluminum-covered walkway repairs, ADA restroom improvements, and HVAC system improvements.

A time extension of 129 calendar days was previously approved to address Project Consultant errors and omissions associated with mechanical design deficiencies and inspection-driven corrective work. These issues included omitted or incomplete mechanical room designs, the subsequent addition of fan coil unit (FCU) closets and supply air distribution, and related revisions required to satisfy permitting and inspection requirements. The impacts occurred as the work progressed and resulted in repeated inspection failures, revised submittals, additional design

clarifications, material procurement, installation of added scope, testing and balancing, and re-inspections. Collectively, these conditions extended the project schedule to March 2025 and necessitated an adjustment to the contract duration to accommodate completion of the required corrective work.

After all contractual construction work and previously approved change order scope were completed, the project entered the final phase required to achieve Substantial Completion. Between March 2025 and October 2025, the remaining activities consisted primarily of inspections, system testing, commissioning, and regulatory approvals. During this period, a series of sequential, non-concurrent delays occurred that directly affected the critical path.

Final electrical and life-safety inspections could not be approved due to unresolved questions regarding responsibility for certain mechanical components, which required clarification and direction from the Project Consultant and the Owner before corrective actions could be completed. Resolution of these items was required before approval of the inspections.

Subsequent fire alarm inspections identified conflicts between newly added mechanical elements and existing fire alarm devices. These conflicts resulted from mechanical scope added to address design omissions, and required corrective work and re-inspections before approval could be granted.

In addition, the Project Consultant and the Owner directed additional mechanical testing, rebalancing, and system verification beyond previously completed testing as conditions of acceptance. Completion and review of this additional testing were required before commissioning activities could be finalized and final inspections could proceed.

While the project schedule reflects a minor period of contractor-attributable delay associated with the administrative completion of three (3) remaining shop drawing submittals, the overall project duration was driven by design-related issues, as well as testing, verification, and acceptance requirements directed by the Owner and Project Consultant. By the time these contractor-attributable administrative activities occurred, the facility was substantially complete and usable for its intended purpose. The project record does not identify quantifiable damages to the District associated with this limited delay.

Based on these findings, AECOM recommends approval of a 217-day extension to Substantial Completion, an additional 36-day extension between Substantial and Final Completion, and release of the remaining retainage of $304,604.09 to State Contracting & Engineering Corporation.

**PROJECT SCHEDULE SUMMARY**

| | |
|---|---|
| Notice to Proceed: | 07/06/23 |
| Actual Substantial Completion Date: | 10/22/25 |
| Actual Final Completion Date: | 01/26/26 |

## 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 $304,604.09 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 | 05/19/23 | Yes | Capital | 7,182,093.00 | 493 |
| Direct Owner Purchases | — | — | — | (661,632.90) | 0 |
| Previously Approved COs | — | — | — | (147,900.53) | 129 |
| Current Request | — | — | — | 0.00 | 217 |
| **Revised Contract Amount** | **—** | **—** | **—** | **6,372,559.57** | **839** |

## 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:** RFQ – Construction Manager at Risk

## 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: Paul Carty

of: State Contracting & Engineering Corp. City of: Sunrise

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: **Three Hundred Four Thousand Six Hundred Four Dollars and Nine Cents**

Figures: $ **304,604.09**

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:

Cresthaven Elementary School 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:

801 NE 25 Street, Pompano Beach, Florida 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 **18872400**, Page **5** , executed by:

**Barry Transleau**

on this **18th** day of **May** , 20 **23.**

**IN WITNESS WHEREOF**,

Paul Carty has hereunto set its hand and seal

on this **2nd** day of **February** , 20 **26.**

(Corporate Seal)

**Attest:**

(Secretary)

By: Paul Carty

(Seal)

## Notarization

State of: Florida )

County of: Broward )

**Sworn to and subscribed before me, the undersigned authority, by**

Paul Carty

**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:** 1/2/2030

DIANE VAZQUEZ
MY COMMISSION # HH 716403
EXPIRES: January 2, 2030

**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:** | Cresthaven Elementary School | **Project** | P.001676 |
| **Project Name:** | Cresthaven ES - SMART Program Renovations | | |
| **Contractor:** | State Contracting & Engineering Corp. | **Date:** | 2-Feb-26 |
| **Project Manager:** | James Turner | **Locatio** | 0901 |
| | | **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 |
|---|---|---|---|
| State Contracting & Engineering Corporation | $ 88,792.08 | 1.000 | $ 88,792.08 |
| A-1 Duran | $ 111,269.07 | 1.000 | $ 111,269.07 |
| Coltec | $ 86,552.10 | 1.000 | $ 86,552.10 |
| Superior Electric | $ 17,990.84 | 1.000 | $ 17,990.84 |
| | | 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 | $ - |
| **Total** | **$ 304,604.09** | | **$ 304,604.09** |

| | | | | | | |
|---|---|---|---|---|---|---|
| $ 304,604.09 | | 1.000 | | $ 304,604.09 | | $ - |
| 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: State Contracting & Engineering Corp.

Authorized Signature

Barry Transleau CFO
Print Name

# CONSENT OF SURETY TO FINAL PAYMENT

*AIA Document G707*

(Instructions on reverse side)

Bond No. 2342408

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER:
*(Name and address)*

The School Board of Broward County
7720 W Oakland Park Blvd., Suite 323
Sunrise, FL 33351

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: P.001676 - Cresthaven Elementary School
801 NE 25 Street, Pompano Beach, FL 33064

CONTRACT DATED:

PROJECT:
*(Name and address)*

P.001676 - Cresthaven Elementary School
801 NE 25 Street, Pompano Beach, FL 33064

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
*(Insert name and address of Surety)*

Swiss Re Corporate Solutions America
Insurance Corporation
1200 Main St., Ste. 800
Kansas City, MO 64105

, SURETY,

on bond of
*(Insert name and address of Contractor)*

State Contracting & Engineering Corp.
5391 N Nob Hill Road, Sunrise, FL 33351

, 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
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: February 2, 2026
*(Insert in writing the month followed by the numeric date and year.)*

Swiss Re Corporate Solutions America Insurance Corporation
*(Surety)*

*(Signature of authorized representative)*

Attest:
(Seal):

William L. Parker, Attorney in Fact
*(Printed name and title)*

**CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.**

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## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

## GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

WILLIAM L. PARKER, DAVOR I. MIMICA, ILEANA M. BAUZA, WILLIAM F. KLEIS,
and EDUARDO A. MENENDEZ
JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on 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 or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

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 SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant 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 Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation 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 signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."







By _____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC




IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

**Swiss Re Corporate Solutions America Insurance Corporation**
**Swiss Re Corporate Solutions Premier Insurance Corporation**
**Westport Insurance Corporation**

State of Illinois
County of Cook ss

On this 29TH day of APRIL, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

YASMIN A. PATEL
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
May 28, 2023

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2 day of February, 20 26.

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

## 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.001676 - Cresthaven ES - 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: 11.12.2025

☒ 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

| Gregory Rivera | 79571 | 02.28.2025 |
|---|---|---|
| Name (Type or Print) | License # | Expiration Date |

Signature: Gregory Rivera

Architect ☒ Engineer

**Building Official:**

| Perla Tarrau-Ayala | BU1918 | 11.30.2027 |
|---|---|---|
| Name (Type or Print) | License # | Expiration Date |

Signature: Perla Tarrau-Ayala - 10.31.2025

**Contractor:**

| STATE CONTRACTING & ENGINEERING CORPORATION | 1520126 | 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 Florida Building Code 2020 edition 7 Occupancy Type(s) Construction Type(s) Occupant Load

Automatic Sprinkler System Required District/Florida College Permit Number 2021201 (I0PR0193R03

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)<br>325 West Gaines Street, Room 1054<br>Tallahassee, Florida 32399-0400<br>(850) 245-0494<br>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.001676 — OEF Assigned Project Number

School Board of Broward County — (☒ School District ☐ Florida College)

Cresthaven Elementary School — (☒ School Name ☐ Campus)

0901 — (☒ School ☐ College) Code Number

Cresthaven ES - 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: Gregory Rivera Date 01.21.2026

Firm Name: CES ENGINEERING SERVICES, LLC

| Address: | 5300 NW 33rd Ave. Suite 218 | Fort Lauderdale, FL 33309 | FL | 33309 |
|---|---|---|---|---|
| | 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: 01.26.2026

☒ 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: $6,372,559.57 |
| | 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: 10.31.2025

9. CHANGE ORDERS - List of each Change Order and amount (excluding Direct Purchase amounts).

| Change Order # | Change Order Amount |
|---|---|
| 1 | -39,947.97 |
| 2 | 8,076.38 |
| 3 | 12,947.00 |
| 4 | 45,097.50 |
| 5 | 1,778.40 |
| 6 | -175,851.84 |

10. Date of Occupancy: 10.31.2025

11. Additional Information:

# COLLABORATION

## SIGN-OFF FORM

Title of Agenda Request Item: Final Acceptance and Release of Retainage
State Contracting & Engineering Corporation
Cresthaven Elementary School
P.001676

School Board Meeting: 03.10.2026

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 $304,604.09 will be released to the contractor.

| Department Name | Department Head |
|---|---|
| Capital Budget | Omar Shim, Director of Capital Budget |

Omar Shim - 02/09/2026
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**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | JJ. Capital Programs |
| **DEPARTMENT:** | Capital Program |

| | |
|---|---|
| Agenda Item Number: | JJ-16. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**Final Acceptance, Release of Retainage - Dania ES, P.002061**

**REQUESTED ACTION:**

**Approve Final Acceptance of the Project, Release of Retainage, and a time extension of 121 days to Substantial 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 $89,124.50 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 Feb 24,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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
Dania Elementary School, Dania Beach
Former SMART Program Renovations
Project No. P.002061

---

**Board Meeting Date:** March 10, 2026

**Requested Action:**
Approve Final Acceptance of the Project, Release of Retainage, and a time extension of 121 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 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 LEGO Construction Co. on January 19, 2024, with an original contract duration of 480 calendar days to achieve Substantial Completion. The project scope included renovation of the art room and media center, selective demolition, campus-wide electrical upgrades, and building envelope improvements, including brick exterior replacement, exterior painting, and reroofing of Buildings 10 and 11.

A 127-day time extension was previously approved due to delays in the delivery of the main electrical switchgear, a long-lead item critical to the project schedule. Supply chain disruptions delayed delivery beyond the planned date, shifting the critical path from summer 2024 to summer 2025. The extension revised the Substantial Completion date to September 17, 2025 to align with the summer 2025 outage window.

In March 2025, Megger testing of the existing feeders serving the Building 7 distribution panel revealed insulation resistance failures. This unforeseen condition prevented the planned replacement of the Building 7 distribution panel during spring break and identified the need to fully replace the existing feeders and associated conduit serving Building 7.

Replacement of the Building 7 distribution panel requires a full campus power shutdown and temporary cooling. For this reason, the panel and feeder replacement was planned to occur during the summer 2025 outage window, concurrent with the switchgear replacement. However, funding for the additional work was not authorized until SBBC approval was obtained on July 22, 2025, and the timing of that approval prevented completion within the summer outage period.

As a result, the remaining Building 7 electrical work was deferred to the next available outage window during winter break. The panel replacement, feeder installation, testing, and inspections were completed during the winter 2025-2026 break, allowing Substantial Completion to be achieved in January 2026.

Based on a review of the project records, the project delays were primarily attributable to supply chain issues, unforeseen existing electrical conditions, operational constraints required to maintain campus functionality, and the timing of funding authorization, all of which were outside the contractor's control. Therefore, AECOM recommends approval of a 121-day extension to Substantial Completion and release of the remaining retainage of $89,124.50 to LEGO Construction Co.

**PROJECT SCHEDULE SUMMARY**

| | |
|---|---|
| Notice to Proceed: | 01/19/24 |
| Actual Substantial Completion Date: | 01/16/26 |
| Actual Final Completion Date: | 01/30/26 |

## 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 $89,124.50 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 | 01/19/24 | Yes | Capital | 2,331,381.00 | 480 |
| Direct Owner Purchases | — | — | — | 0.00 | 0 |
| Previously Approved COs | — | — | — | 381,758.28 | 127 |
| Current Request | — | — | — | 0.00 | 121 |
| **Revised Contract Amount** | **—** | **—** | **—** | **2,713,139.28** | **728** |

**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: **Luis Garcia**

of: LEGO Construction Co 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: Eighty-Nine Thousand, One Hundred twenty-four and **50/100**

Figures: $ 89,124.50

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:

Project Name- Dania Elementary School
Project Number- P.002061

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:

300 SE 2nd Avenue,Dania, FL-33004

and legally described as:

Because 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:

**LEGO Construction Co**

on this **2nd** day of **February** , 20 **26**.

**IN WITNESS WHEREOF**,

Luis Garcia has hereunto set its hand and seal

on this **2nd** day of **February** , 20 **26**.

LEGO CONSTRUCTION CO. CORPORATE SEAL 2006 FLORIDA

(Corporate Seal)

**Attest:**

By: (Seal)

(Secretary)

## Notarization

State of: Florida )

County of: Dade )

**Sworn to and subscribed before me, the undersigned authority, by**

Luis Garcia

**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:** Jan 10, 2029

MARIA RODRIGUEZ
Notary Public - State of Florida
Commission # HH 663641
My Comm. Expires Jan 10, 2029
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:** | Dania Elementary School | **Project** | P.002061 |
| **Project Name:** | SMART Program | | |
| **Contractor:** | LEGO Construction Co | **Date:** | 2-Feb-26 |
| **Project Manager:** | Micheal Largo | **Locatio** | 0101 |
| | | **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 |
|---|---|---|---|
| LEGO Construction Co | $ 14,857.67 | 1.000 | $ 14,857.67 |
| Universal Electric | $ 74,266.83 | 1.000 | $ 74,266.83 |
| | | 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 | $ - |
| **Total** | **$ 89,124.50** | | **$ 89,124.50** |

| Current Total Retainage | | Reduction Ratio | | Retainage to be Released | Retainage Balance |
|---|---|---|---|---|---|
| $ 89,124.50 | x | 1.000 | = | $ 89,124.50 | $ - |

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: LEGO Construction Co

Authorized Signature

Print Name: SIVA NARAHARISETTY

1536

# CONSENT OF SURETY TO FINAL PAYMENT

*AIA Document G707*

| | |
|---|---|
| OWNER | ☐ |
| ARCHITECT | ☐ |
| CONTRACTOR | ☐ |
| SURETY | ☒ |
| OTHER | ☐ |

Bond No. 21BCSIX3111

TO OWNER:
*(Name and address)*

The School Board of Broward County, Florida
7720 W. Oakland Park Blvd., Suite 323
Sunrise, FL 33351

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED: December 22, 2022

PROJECT:
*(Name and address)*

Dania Elementary School, SMART PROGRAM RENOVATIONS – P.002061

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
*(Insert name and address of Surety)*

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155-0001

, SURETY,

on bond of
*(Insert name and address of Contractor)*

Lego Construction Co.
1011 Sunnybrook Rd., Ste. 905
Miami, FL 33136

, 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., 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: February 2, 2026
*(Insert in writing the month followed by the numeric date and year.)*

Attest:
(Seal): Alicia Angelillo

Hartford Fire Insurance Company
*(Surety)*

By:
*(Signature of authorized representative)*

Charles J. Nielson Attorney-in-Fact
*(Printed name and title)*

Surety Phone No. 860-547-5000

1537

# POWER OF ATTORNEY

*Direct Inquiries, Bond Authenticity and Claims to:*
**THE HARTFORD**
**BOND, T-14**
**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:** NIELSON HOOVER & COMPANY
**Agency Code:** 21-229752

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

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 :

D. A. Belis, Tracey C. Brown-Boone, Natalie C. Demers, David R. Hoover, Stephanie McCarthy, Jarrett Merlucci, Laura D. Mosholder, John R. Neu, Charles D. Nielson, Charles J. Nielson, Joseph Penichet Nielson, Daniel Frank Oaks, Brett Rosenhaus, Kevin Wojtowicz of MIAMI LAKES, 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.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

**STATE OF FLORIDA**
**COUNTY OF SEMINOLE** } ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. 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.

Manluz Arce
My Commission HH 287363
Expires July 13, 2026

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 February 02, 2026.

Signed and sealed in Lake Mary, Florida.

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.002061 - Dania ES - SMART Program Renovations (☒ School Name ☐ Campus)

Full Project - Entire 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: 01.28.2026

☒ 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

| Omar Ramirez | 40182 | 02.28.2027 |
|---|---|---|
| Name (Type or Print) | License # | Expiration Date |

Signature: Omar Ramirez

Architect ☒ Engineer

**Building Official:**

| Perla Tarrau-Ayala | BU1918 | 11.30.2027 |
|---|---|---|
| Name (Type or Print) | License # | Expiration Date |

Signature: Perla Tarrau-Ayala - 01.23.2026

**Contractor:**

| LEGO CONSTRUCTION CO. | CGC1510788 | 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 FBC 6th Ed 2017 Occupancy Type(s) Construction Type(s) Occupant Load

Automatic Sprinkler System Required No District/Florida College Permit Number 202220100PR0130R04

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)<br>325 West Gaines Street, Room 1054<br>Tallahassee, Florida 32399-0400<br>(850) 245-0494<br>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.002061 — OEF Assigned Project Number

School Board of Broward County — (☒ School District ☐ Florida College)

Dania Elementary School — (☒ School Name ☐ Campus)

0101 — (☒ School ☐ College) Code Number

Dania ES - 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: Omar Ramirez Date 01.30.2026

Firm Name: RGD & ASSOCIATES, INC.

| Address: | 2151 FL A1AAlt #2000 | Jupiter | FL | 33477 |
|---|---|---|---|---|
| | 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: 01.30.2026

☒ 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: $2,713,139.28 |
| | 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: 01.30.2026

9. CHANGE ORDERS - List of each Change Order and amount (excluding Direct Purchase amounts).

| Change Order # | Change Order Amount |
|---|---|
| 4 | 4,808.02 |
| 5 | 4,699.00 |
| 9 | -72,064.00 |
| 3 | 6,529.35 |
| 7 | 3,558.00 |
| 14 | 4,215.64 |
| 11 | 7,664.00 |
| 15 | 20,404.02 |
| 17 | 3,161.73 |
| 16 | 142,498.97 |
| 18 | 155,071.75 |
| 19 | 92,623.00 |
| 20 | 8,588.80 |

10. Date of Occupancy: 01.23.2026

11. Additional Information:

# COLLABORATION

## SIGN-OFF FORM

Title of Agenda Request Item: Final Acceptance and Release of Retainage
LEGO Construction Co.
Dania Elementary School
P.002061

School Board Meeting: 03.10.2026

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 $89,124.50 will be released to the contractor.

| Department Name | Department Head |
| --- | --- |
| Capital Budget | Omar Shim, Director of Capital Budget |

Omar Shim - 02/09/2026
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: ADDED ITEM

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | JJ. Capital Programs |
| **DEPARTMENT:** | Capital Program |

| | |
|---|---|
| Agenda Item Number: | JJ-17. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**Final Acceptance, Release of Retainage - Dania ES, P.002061-DEM ADDED**

**REQUESTED ACTION:**

**Approve Final Acceptance of the Project, Release of Retainage, a time extension of 22 days to Substantial Completion, and a time extension of 12 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 $25,168.50 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 Feb 26,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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
Dania Elementary School, Dania Beach
Former SMART Program Renovations
Demolition of Building 2 Carveout
Project No. P.002061-DEM

---

**Board Meeting Date:** March 10, 2026

## Requested Action:

Approve Final Acceptance of the Project, Release of Retainage, a time extension of 22 days to Substantial Completion, and a time extension of 12 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 FHP Tectonics Corp. on June 2, 2025, with an original contract duration of 178 calendar days to achieve Substantial Completion. The project scope included the demolition of Building 2 then grading and sodding the area.

The project experienced a minor delay primarily due to the late addition of fencing and irrigation requirements that were not included in the original drawings and required additional design coordination and approvals. These items were ultimately resolved without impacting the overall completion of the demolition work.

Based on a review of the project records, AECOM recommends approval of a 22-day extension to Substantial Completion, an additional 12-day extension between Substantial and Final Completion, and release of the remaining retainage of $25,168.50 to FHP Tectonics Corp.

**PROJECT SCHEDULE SUMMARY**

| | |
|---|---|
| Notice to Proceed: | 06/02/25 |
| Actual Substantial Completion Date: | 12/19/25 |
| Actual Final Completion Date: | 01/30/26 |

## 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 $25,168.50 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 | 06/02/25 | Yes | Capital | 510,000.00 | 178 |
| Direct Owner Purchases | — | — | — | 0.00 | 0 |
| Previously Approved COs | — | — | — | 0.00 | 0 |
| Current Request | — | — | — | 0.00 | 22 |
| **Revised Contract Amount** | **—** | **—** | **—** | **510,000.00** | **200** |

## 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: **David P. Roy, Project Executive / Authorized Representative**

of: **FHP Tectonics Corp.** City of: **Pompano Beach**

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, One Hundred Sixty-Eight and 50/100** Dollars

Figures: $ **25,168.50**

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:

**Dania ES - SMART Demolition of Building #2**

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:

**300 SE 2nd Avenue, Dania Beach, FL 33004**

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:

**David P. Roy, Authorized Representative**

on this **17th** day of **February** , 20 **26.**

**IN WITNESS WHEREOF,**

**FHP Tectonics Corp.** has hereunto set its hand and seal

on this **17th** day of **February** , 20 **26.**

(Corporate Seal)

**Attest:**

Asst. (Secretary) **Kathleen Pattison**

By: **David P. Roy** (Seal)

## Notarization

State of: **FLORIDA** )
County of: **BROWARD** )

**Sworn to and subscribed before me, the undersigned authority, by** **David P. Roy**

**who is personally known to me or did produce:** personally known
**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:** Vaniqua T. Lee, Notary **Affix Seal**

**Commission Expires on:** March 31, 2027

VANIQUA T. LEE
Notary Public - State of Florida
Commission # HH 363018
My Comm. Expires Mar 31, 2027
Bonded through National Notary Assn.

1550

**The School Board of Broward County, Florida**
**Office of Facilities & Construction**
**2301 NW 26th Street, Bldg. 6**
**Fort Lauderdale, FL 33311**
**TEL (754) 321-1500 • FAX (754) 321-1501**

# Reduction of Retainage Certification

**Facility:** Dania ES
**Project Name:** Smart Demolition of Bldg 2
**Contractor:** FHP Tectonics Corp.
**Project Manager:** David P. Roy

**Proj No.: FY21-163-P.002061-DEM**
**2/28/2026**
**Location No.: 0101**
**Phase No.:**

1. Current Level of Retainage 1 %
2. Proposed Level of Retainage 0 %
3. Retainage Reduction Ratio (RR) 1 %

(Item 1 - Item 2) / Item 1

| Company Name of Entity to Receive Reduction of Retainage | Current Total Retainage | RR | Retainage to be Released |
|---|---|---|---|
| FHP Tectonics Corp. | $ 10,611.87 | 1.000 | $ 10,611.87 |
| Gomez & Son Fence | $ 1,606.25 | 1.000 | $ 1,606.25 |
| Riteway Demolition | $ 2,875.00 | 1.000 | $ 2,875.00 |
| RCS Construction & Remodeling, LLC | $ 2,856.00 | 1.000 | $ 2,856.00 |
| Horizon Fire Sprinklers, Inc. | $ 1,787.50 | 1.000 | $ 1,787.50 |
| Kleanon Air, LLC | $ 942.50 | 1.000 | $ 942.50 |
| Universal Electric of Florida, Inc. | $ 2,450.00 | 1.000 | $ 2,450.00 |
| Primary Construction Group, Corp. | $ 399.38 | 1.000 | $ 399.38 |
| Top Value Landscaping | $ 1,640.00 | 1.000 | $ 1,640.00 |
| | | 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** | **$ 25,168.50** | | **$25,168.50** |

| Current Total Retainage | x Reduction Ratio | = Retainage to be Released | Retainage Balance |
|---|---|---|---|
| $ 25,168.50 | 1 % | $25,168.50 | $ - |

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: FHP Tectonics Corp.

Authorized Signature

David P. Roy, Project Executive
Print Name

# CONSENT OF SURETY TO FINAL PAYMENT

*AIA Document G707*

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

**Bond No.** 30241694

TO OWNER:
*(Name and address)*

The School Board of Broward County, Florida
7720 West Oakland Park Blvd., STE 323,
Sunrise, FL 33351

ARCHITECT'S PROJECT NO: _____

CONTRACT FOR:

SMART Demolition of Building 2, Dania Elementary School, 300 SE 2nd Avenue, Dania Beach, FL 33004; Project No: P.002061 - DEM; Bid # FY21-163

CONTRACT DATED: April 22, 2025

PROJECT:
(Name and address)

SMART Demolition of Building 2, Dania Elementary School, 300 SE 2nd Avenue,

Dania Beach, FL 33004; Project No: P.002061 - DEM; Bid # FY21-163

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
*(Insert name and address of Surety)*

Continental Casualty Company

151 N Franklin Street, Chicago, IL 60606 , SURETY,

on bond of
*(Insert name and address of Contractor)*

FHP Tectonics Corp.

2301 NW 33rd Street Unit 113, Pompano Beach, FL 33069 , 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 West Oakland Park Blvd., STE 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: February 5, 2026
*(Insert in writing the month followed by the numeric date and year.)*

Continental Casualty Company
*(Surety)*

*(Signature of authorized representative)*

Attest/Witness:
(Seal):

Nicole M. West

Sandra M. Nowak, Attorney-in-Fact
*(Printed name and title)*

AIA DOCUMENT G707 ▪ CONSENT OF SURETY TO FINAL PAYMENT ▪ 1994 EDITION ▪ AIA © 1994 ▪ THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, NW, WASHINGTON, D.C. 20006-5292 ▪ **WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.**

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Sandra M. Nowak

of Chicago, Illinois, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond Number: 30241694

Principal: FHP Tectonics Corp.

Obligee: The School Board of Broward County, Florida

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

**In Witness Whereof**, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on November 24, 2025.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Larry Kasten, Vice President

State of South Dakota, County of Minnehaha, ss:

On November 24, 2025, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commision expires
November 2, 2028

A. ELLSWORTH
NOTARY PUBLIC
SOUTH DAKOTA

A. Ellsworth, Notary Public

## CERTIFICATE

I, P. Kolsrud, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies on 02/05/2026.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

P. Kolsrud, Assistant Secretary

**Authorizing By-Laws and Resolutions**

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the April 25, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the April 27, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

## 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.002061-DEM - Dania ES - SMART Demolition of Bldg 2 (☒ School Name ☐ Campus)

Full Project - SMART Demolition of Building #2 — 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: 01.28.2026

☒ 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

| Mariia Romero | AR14571 | 02.28.2027 |
|---|---|---|
| Name (Type or Print) | License # | Expiration Date |

Signature: Mariia Romero

☒ Architect ☐ Engineer

**Building Official:**

| Perla Tarrau-Ayala | BU1918 | 11.30.2027 |
|---|---|---|
| Name (Type or Print) | License # | Expiration Date |

Signature: Perla Tarrau-Ayala - 01.26.2026

**Contractor:**

| FHP TECTONICS CORP. | CGC1518886 | 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 2301010525

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)<br>325 West Gaines Street, Room 1054<br>Tallahassee, Florida 32399-0400<br>(850) 245-0494<br>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.002061 — OEF Assigned Project Number

School Board of Broward County — (☒ School District ☐ Florida College)

Dania Elementary School — (☒ School Name ☐ Campus)

0101 — (☒ School ☐ College) Code Number

Dania ES - 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: Omar Ramirez Date 01.30.2026

Firm Name: RGD & ASSOCIATES, INC.

| Address: | 2151 FL A1AAlt #2000 | Jupiter | FL | 33477 |
|---|---|---|---|---|
| | 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: 01.30.2026

☒ 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: $2,713,139.28 |
| | 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: 01.30.2026

9. CHANGE ORDERS - List of each Change Order and amount (excluding Direct Purchase amounts).

| Change Order # | Change Order Amount |
|---|---|
| 4 | 4,808.02 |
| 5 | 4,699.00 |
| 9 | -72,064.00 |
| 3 | 6,529.35 |
| 7 | 3,558.00 |
| 14 | 4,215.64 |
| 11 | 7,664.00 |
| 15 | 20,404.02 |
| 17 | 3,161.73 |
| 16 | 142,498.97 |
| 18 | 155,071.75 |
| 19 | 92,623.00 |
| 20 | 8,588.80 |

10. Date of Occupancy: 01.23.2026

11. Additional Information:

# COLLABORATION

## SIGN-OFF FORM

Title of Agenda Request Item: Final Acceptance and Release of Retainage
FHP Tectonics Corp.
Dania Elementary School
P.002061-DEM

School Board Meeting: 03.10.2026

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 $25,168.50 will be released to the contractor.

Department Name
Capital Budget

Department Head
Omar Shim, Director of Capital Budget

Omar Shim - 02/18/2026
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: ADDED ITEM

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | JJ. Capital Programs |
| **DEPARTMENT:** | Capital Program |

| | |
|---|---|
| Agenda Item Number: | JJ-18. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**Additional Funding Request - FY26 Football Scoreboards**
**ADDED**

**REQUESTED ACTION:**

**Approve additional funding in the amount of $840,000 to align the FY26 DEFP allocation for scoreboard replacement with actual installation and related construction costs for football videoboards at Coconut Creek High School, Deerfield Beach High School, and South Broward High School. Districts 1 and 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
- DEFP Pages
- JJ-18 Response

**FINANCIAL IMPACT:**

$840,000 funding will come from the Capital Projects Reserve.

**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 Feb 25,

Electronic Signature

Approved in Open Board Meeting On: March 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**

Additional Funding Request

FY26 Football Scoreboards

**Board Meeting Date:** March 10, 2026

## Requested Action:

Approve additional funding in the amount of $840,000 to align the FY26 DEFP allocation for scoreboard replacement with installation and related construction costs for football videoboards at Coconut Creek High School, Deerfield Beach High School, and South Broward High School.

**School Board Policy Requirement/Authority:** Not Applicable

**Statutory Requirement/Authority:** Authorized pursuant to Florida Statute 1001.42(12)(b), which grants the SBBC authority to adopt and amend the District's annual budget.

**District-zone Impact:** This item impacts three high schools across multiple zones: Districts 1 and 7

## Impact of the School Board's Vote:

**- If the School Board votes "Yes":** The FY26 District Educational Facilities Plan (DEFP) allocation will increase by $840,000, allowing Physical Plant Operations (PPO) to proceed with electrical, structural, and installation work necessary to complete football videoboard replacement at Coconut Creek High School, Deerfield Beach High School, and South Broward High School.

**- If the School Board votes "No":** The FY26 DEFP allocation will remain unchanged, resulting in insufficient funding for PPO to install the videoboards, delaying implementation of the scoreboard replacement initiative and limiting the intended operational and community benefits at these high-use athletic facilities.

## Background/History

The Scoreboard Replacement initiative is part of the District's athletics capital program and is reflected in the DEFP as a multi-year effort to replace aging or obsolete scoreboards across multiple sports and school sites.

The initiative addresses equipment that is non-functional, outdated, or no longer supported by manufacturers. Replacements improve reliability, visibility, and overall event operations for athletics, school activities, and community use of District facilities.

Football videoboards represent one component of the broader scoreboard replacement initiative. Schools are identified for replacement by the Athletics Department based on

equipment condition, functionality, utilization levels, and event demands, with coordination and technical input from PPO.

At certain sites, videoboard replacements are being coordinated with ongoing or planned stadium improvements, including artificial turf field conversions, to maximize construction efficiencies and minimize operational disruptions.

The annual DEFP allocation for scoreboards supports this initiative; however, projected costs for electrical work, structural components, installation, and contingency were not fully incorporated into prior budget assumptions.

**Implementation and Fiscal History:**
For FY26, Coconut Creek High School, Deerfield Beach High School, and South Broward High School were identified for football videoboard replacement. The Athletics Department has procured the videoboard equipment for these schools under the existing open-end services agreement with Daktronics, Inc.

Installation-related costs, including electrical work, structural components, and construction, are estimated at approximately $280,000 per site. Where applicable, installation activities will be coordinated with other planned stadium improvements to optimize project sequencing and site access.

PPO does not have sufficient available funding within its current allocation to absorb these costs. This item increases the FY26 DEFP allocation to align the budget with actual project requirements and allow full implementation of the identified videoboard replacements.

| FY26 Schools | Videoboard Equipment (Athletics) | Installation & Related Costs (PPO) | Total Project Cost per School |
|---|---|---|---|
| Coconut Creek HS | 160,000.00 | 280,000.00 | 440,000.00 |
| Deerfield Beach HS | 160,000.00 | 280,000.00 | 440,000.00 |
| South Broward HS | 160,000.00 | 280,000.00 | 440,000.00 |
| | **TOTAL FUNDING REQUESTED:** | **840,000.00** | |

## Alignment to 2027 Goals and Guardrails:
Business Operations

## Measurable Outcome(s)/Return on Investment:
Approval of this item will result in the installation and operational readiness of three (3) modern football videoboard systems for the 2026 season, protecting the District's investment in equipment already procured and ensuring reliable, long-term functionality of high-use athletic facilities, including stadiums undergoing broader capital improvements.

## Financial Impact, Funding Source & Budget Status:
The financial impact of this item is $840,000. The additional funding will be provided from the Capital Projects Reserve and will increase the FY26 allocation for the Scoreboard Replacement initiative from $600,000 to $1,440,000.

The Scoreboard Replacement initiative is included in the DEFP as part of the District's multi-year athletics capital allocation. Based on demonstrated construction and installation costs, funding levels for the remaining fiscal years of the initiative will continue to be evaluated during the annual DEFP development process.

If an individual project exceeds its approved project budget, a separate item will be presented to the School Board of Broward County for approval.

| ACTION | DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT ($) | TERM (FY) |
|---|---|---|---|---|---|
| FY26 Original Allocation (Scoreboard Replacement) | 9/3/2025 | Yes | Capital | 600,000 | FY26 |
| FY26 Budget Increase – Videoboard Installation (3 Schools) | 3/10/2026 | No | Capital | 840,000 | FY26 |
| **Total Budgeted Allocation To-Date** | | | | **1,440,000** | **N/A** |

**Multi-year agreement: Yes / No**
No, this is not a multi-year agreement. This item represents a capital budget adjustment within the existing initiative. Any additional funding requests will require separate SBBC approval.

**Procurement Method:** Not applicable

**Impact on Schools:** Coconut Creek High School, Deerfield Beach High School, and South Broward High School will receive modern football videoboard systems, resulting in improved game management, enhanced visibility and communication during athletic events, and increased operational reliability. The initiative supports district-wide athletics programming and enhances high-use stadium facilities for school and community events.

**If there is an impact on schools, how will schools be selected/prioritized:** Schools are identified through the District's established multi-year capital planning process based on equipment condition, maintenance needs, athletic utilization, and event demand, with coordination between the Athletics Department and PPO.

**Stakeholder Engagement/ End-User Input:**
Not applicable

**If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:**
Not applicable

## Additional Backup:

## Coconut Creek High School

- **Existing Condition**
  **Non-Functioning Video Board (Currently Hung)**



**Previously Installed Scoreboard (Now Removed)**




- **Proposed Upgrade**



## Deerfield Beach High School

- **Existing Condition**




- **Proposed Upgrade**



## South Broward High School

- **Existing Condition**




- **Proposed Upgrade**



# Coconut Creek High School

## Active

| Project | Original Program Year | Previously Budgeted | FY26 | FY27 | FY28 | FY29 | FY30 | Total | Scope |
|---|---|---|---|---|---|---|---|---|---|
| SMART | FY16 | 686,000 | | | | | | 686,000 | Building Envelope Improvements (Roof, Window, Ext Wall, etc.) |
| SMART | FY16 | 1,174,000 | | | | | | 1,174,000 | Fire Alarm |
| SMART | FY16 | 814,000 | | | | | | 814,000 | HVAC Improvements |
| SMART | FY16 | 600,000 | | | | | | 600,000 | Media Center improvements |
| SMART | FY16 | 53,000 | | | | | | 53,000 | Safety / Security Upgrade |
| SMART | FY16 | 540,000 | | | | | | 540,000 | Single Point of Entry |
| SMART | FY16 | 725,000 | | | | | | 725,000 | STEM Lab improvements |
| SMART | FY22 | 3,745,350 | | | | | | 3,745,350 | Additional funding for approved scope |
| DEFP | FY15 | 250,000 | | | | | | 250,000 | Auditorium Accessibility |
| DEFP | FY26 | | 1,073,000 | | | | | 1,073,000 | Covered Walkway |
| **DEFP** | **FY26** | **270,000** | **1,250,000** | | | | | **1,520,000** | **Turf Field Conversion** |
| | | 8,857,350 | 2,323,000 | 0 | 0 | 0 | 0 | 11,180,350 | |

## Completed

| Project | Original Program Year | Previously Budgeted | FY26 | FY27 | FY28 | FY29 | FY30 | Total | Scope |
|---|---|---|---|---|---|---|---|---|---|
| SMART | FY16 | 288,000 | | | | | | 288,000 | Additional computers to close computer gap |
| SMART | FY16 | 35,000 | | | | | | 35,000 | CAT 6 Data port Upgrade |
| SMART | FY16 | 300,000 | | | | | | 300,000 | Music Equipment Replacement |
| SMART | FY16 | 100,000 | | | | | | 100,000 | School Choice Enhancement |
| SMART | FY16 | 26,000 | | | | | | 26,000 | Technology Infrastructure (Servers, Racks, etc.) Upgrade |
| SMART | FY16 | 121,000 | | | | | | 121,000 | Weight Room Renovation |
| SMART | FY16 | 198,000 | | | | | | 198,000 | Wireless Network Upgrade |
| SMART | FY22 | -15 | | | | | | -15 | Funding reduced for financial close-out. Savings returned to the SMART Program Reserve. |
| SMART | FY24 | -466 | | | | | | -466 | Funding reduced for financial close-out. Savings returned to the Capital Reserve. |
| DEFP | FY15 | 615,907 | | | | | | 615,907 | Install new fire hydrant near relocatable classrooms at the west of the property. Scope Revision: Project to include fire sprinklers in building #1. |
| DEFP | FY22 | 182,700 | | | | | | 182,700 | Additional funding for approved scope |
| | | 1,866,126 | 0 | 0 | 0 | 0 | 0 | 1,866,126 | |

Items that appear in bold and with underscore are newly added.

| Coconut Creek High School | | | | | | | |
|---|---|---|---|---|---|---|---|
| School Total | 10,723,476 | 2,323,000 | 0 | 0 | 0 | 0 | 13,046,476 |

Items that appear in bold and with underscore are newly added.

# Deerfield Beach High School

## Active

| Project | Original Program Year | Previously Budgeted | FY26 | FY27 | FY28 | FY29 | FY30 | Total | Scope |
|---|---|---|---|---|---|---|---|---|---|
| SMART | FY15 | 22,000 | | | | | | 22,000 | Fire Sprinklers |
| SMART | FY15 | 8,752,000 | | | | | | 8,752,000 | Roof Repairs and HVAC |
| SMART | FY18 | 836,000 | | | | | | 836,000 | Building Envelope Improvements (Roof, Window, Ext Wall, etc.) |
| SMART | FY18 | 303,000 | | | | | | 303,000 | Electrical Improvements |
| SMART | FY18 | 688,000 | | | | | | 688,000 | Media Center improvements |
| SMART | FY18 | 114,000 | | | | | | 114,000 | Safety / Security Upgrade |
| SMART | FY18 | 1,971,000 | | | | | | 1,971,000 | STEM Lab improvements |
| SMART | FY21 | -1,414,600 | | | | | | -1,414,600 | Funding reduced for construction bid award. Savings returned to the SMART Program Reserve. |
| SMART | FY23 | 3,142,980 | | | | | | 3,142,980 | Additional funding for approved scope |
| DEFP | FY24 | 1,960,000 | | | | | | 1,960,000 | Turf Field Conversion |
| | | 16,374,380 | 0 | 0 | 0 | 0 | 0 | 16,374,380 | |

## Completed

| Project | Original Program Year | Previously Budgeted | FY26 | FY27 | FY28 | FY29 | FY30 | Total | Scope |
|---|---|---|---|---|---|---|---|---|---|
| SMART | FY17 | 492,000 | | | | | | 492,000 | Additional computers to close computer gap |
| SMART | FY17 | 43,000 | | | | | | 43,000 | CAT 6 Data port Upgrade |
| SMART | FY17 | 13,000 | | | | | | 13,000 | Technology Infrastructure (Servers, Racks, etc.) Upgrade |
| SMART | FY17 | 195,000 | | | | | | 195,000 | Wireless Network Upgrade |
| SMART | FY18 | 121,000 | | | | | | 121,000 | Weight Room Renovation |
| SMART | FY19 | 100,000 | | | | | | 100,000 | School Choice Enhancement |
| SMART | FY23 | -1,448 | | | | | | -1,448 | Funding reduced for financial close-out. Savings returned to the SMART Program Reserve. |
| DEFP | FY15 | 300,000 | | | | | | 300,000 | Music Equipment Replacement |
| | | 1,262,552 | 0 | 0 | 0 | 0 | 0 | 1,262,552 | |
| School Total | | 17,636,932 | 0 | 0 | 0 | 0 | 0 | 17,636,932 | |

Items that appear in bold and with underscore are newly added.

# South Broward High School

## Active

| Project | Original Program Year | Previously Budgeted | FY26 | FY27 | FY28 | FY29 | FY30 | Total | Scope |
|---|---|---|---|---|---|---|---|---|---|
| SMART | FY15 | 48,000 | | | | | | 48,000 | Fire Sprinklers |
| SMART | FY17 | 25,000 | | | | | | 25,000 | ADA renovations related to educational adequacy |
| SMART | FY17 | 2,290,000 | | | | | | 2,290,000 | Building Envelope Improvements (Roof, Window, Ext Wall, etc.) |
| SMART | FY17 | 1,498,000 | | | | | | 1,498,000 | Electrical Improvements |
| SMART | FY17 | 1,117,000 | | | | | | 1,117,000 | HVAC Improvements |
| SMART | FY17 | 242,000 | | | | | | 242,000 | Safety / Security Upgrade |
| SMART | FY17 | 270,000 | | | | | | 270,000 | Single Point of Entry |
| SMART | FY17 | 462,000 | | | | | | 462,000 | STEM Lab improvements |
| SMART | FY21 | 7,384,871 | | | | | | 7,384,871 | Additional funding for approved scope |
| DEFP | FY24 | 2,220,000 | | | | | | 2,220,000 | Turf Field Conversion |
| DEFP | FY25 | 1,547,270 | | | | | | 1,547,270 | Building Guardrail Enhancement |
| DEFP | FY25 | 1,193,556 | | | | | | 1,193,556 | Structural Repairs Building 10 Columns |
| | | 18,297,697 | 0 | 0 | 0 | 0 | 0 | 18,297,697 | |

## Completed

| Project | Original Program Year | Previously Budgeted | FY26 | FY27 | FY28 | FY29 | FY30 | Total | Scope |
|---|---|---|---|---|---|---|---|---|---|
| SMART | FY17 | 421,000 | | | | | | 421,000 | Additional computers to close computer gap |
| SMART | FY17 | 21,000 | | | | | | 21,000 | CAT 6 Data port Upgrade |
| SMART | FY17 | 100,000 | | | | | | 100,000 | School Choice Enhancement |
| SMART | FY17 | 121,000 | | | | | | 121,000 | Weight Room Renovation |
| SMART | FY17 | 160,000 | | | | | | 160,000 | Wireless Network Upgrade |
| SMART | FY23 | -824 | | | | | | -824 | Funding reduced for financial close-out. Savings returned to the SMART Program Reserve. |
| | | 822,176 | 0 | 0 | 0 | 0 | 0 | 822,176 | |
| School Total | | 19,119,873 | 0 | 0 | 0 | 0 | 0 | 19,119,873 | |

Items that appear in bold and with underscore are newly added.

Staff Follow Up: **26-117 (DH)**
Due Date: March 6, 2026

Established 1915 BROWARD County Public Schools | Educating Today's Students to Succeed in Tomorrow's World

**Topic**: Meeting: Mach 10, 2026, RSBM
JJ-18.) Additional Funding Request – FY26 Football Scoreboards

**Staff Follow-up**: Can you please provide a more detailed explanation for the increase in cost?

**Response:** The Athletics Department selected a modernized scoreboard to use as a standard for football stadiums going forward. The implications of this choice for installation logistics were not initially anticipated. Generally, new scoreboards cannot be mounted on the existing structure. Therefore, installation will require additional cost factors including engineering services, a new mounting structure, updated electrical provisions, and data/control wiring. Each of these elements incur associated costs. Physical Plant Operations is collaborating with the Athletics Department to ensure proper budgeting for future projects.

Below is the budgeting cost breakdown:

- Scoreboard: $160,000
- Installation and related costs, as described above: $280,000
- Total budget cost: $440,000 each

These costs are estimates for budgeting purposes. Final expenditures may vary by location based on site-specific conditions and requirements.

HH/MDD/JO:mc

Status: ADDED ITEM

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | MM. Strategy & Innovation |
| **DEPARTMENT:** | Facility Planning & Real Estate |

| | |
|---|---|
| Agenda Item Number: | MM-1. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**Lease Agreement - Southeast Toyota Distributors, LLC.**
**ADDED**

**REQUESTED ACTION:**

**Approve the Lease Agreement between the School Board of Broward County, Florida (SBBC) and Southeast Toyota Distributors, LLC. (TOYOTA) to allow TOYOTA to lease and utilize Rooms 513, 513A, 513B, 513C, 513D, and 513E, totaling 3,444 square feet, in Building No. 13 at Sheridan Technical College, to provide TOYOTA's Automotive Service and Excellence Training (ASSET) program for its technicians. 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
- Lease Agreement
- Comparable Rental Analysis

**FINANCIAL IMPACT:**

There is a positive annual financial impact of $106,247.40 to SBBC.

**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: | Christopher O. Akagbosu | Phone: | 754-321-2162 |

**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 Feb

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Valerie S. Wanza
Title: Chief Strategy & Innovation Officer
Phone: (754) 321-2650

**EXECUTIVE SUMMARY**

Lease Agreement with Southeast Toyota Distributors, LLC.

**Board Meeting Date: March 10, 2026**

**Requested Action:** Approve the Lease Agreement between the School Board of Broward County, Florida (SBBC) and Southeast Toyota Distributors, LLC. (TOYOTA) to allow TOYOTA to lease and utilize Rooms 513, 513A, 513B, 513C, 513D, and 513E, totaling 3,444 square feet, in Building No. 13 at Sheridan Technical College, to provide TOYOTA's Automotive Service and Excellence Training (ASSET) program for its technicians. District 1

**School Board Policy Requirement/Authority:** School Board Policy 8040

**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":** The lease agreement with TOYOTA will become effective, authorizing TOYOTA to lease and use Rooms 513, 513A, 513B, 513C, 513D, and 513E, totaling 3,444 square feet, in Building No. 13 at Sheridan Technical College to provide TOYOTA's ASSET program to its technicians.
**-If the Board votes "No":** The lease agreement will not become effective. This action will adversely impact Sheridan Technical College's ability to partner with TOYOTA to offer highly competitive career training programs in the automobile services industry that would result in high-wage paying jobs and positively impact the local economy. Additionally, the SBBC would lose the opportunity to receive the associated base annual rent in the amount of **$106,247.40 or $8,853.95** per month from TOYOTA.

**Background/History**

Producing highly trained workers for competitive wage jobs is a must for the

automobile industry. The District's technical colleges are state and national leaders in career preparation. They have a longstanding history of partnering with several industries to provide workforce training in a variety of career fields. Over the years, the schools have partnered with and served as training hubs for various automobile companies.

Southeast Toyota Distributors, LLC. has long demonstrated a national commitment to workforce development and career technical education through strategic partnerships with secondary schools, technical colleges, and postsecondary institutions. Recognizing the increasing demand for highly skilled automotive and advanced manufacturing technicians, TOYOTA has consistently invested in training pipelines designed to prepare students for high-wage, high-skill careers in transportation technology. Atlantic Technical College has been a training partner with TOYOTA for 33 years.

TOYOTA seeks to lease the rooms specified herein in Building No. 13, at Sheridan Technical College (See Exhibit "A"). The leased facility will be utilized to support TOYOTA's automotive technician training initiatives under TOYOTA's ASSET program. By leasing space within the Sheridan Technical College, Toyota reinforces its long-standing investment in education, ensures alignment between training and industry needs, and provides students with access to cutting-edge technology and career pathways that lead directly to employment within Toyota dealerships and affiliated service networks.

**Alignment to 2027 Goals and Guardrails:**

Business Operations

**Measurable Outcome(s)/Return on Investment:**

1. The Lease Agreement requires TOYOTA to pay SBBC a base annual rent of **$106,247.40 or $8,853.95** per month for the term of the Lease Agreement. This amount includes maintenance costs, and the revenue stream ensures that the use of Broward County Public Schools (BCPS) facilities generates measurable returns to offset operational and maintenance costs of the subject space leased and utilized by TOYOTA.

2. The partnership between SBBC and TOYOTA further fosters the SBBC's public-private collaborative efforts. By providing space for TOYOTA's training programs, SBBC enhances its reputation for innovation in workforce development; in this case, enabling professional technicians to train on an SBBC technical school campus. In this manner, the presence of TOYOTA technicians on the Sheridan Technical College campus may benefit BCPS students attending the school. Additionally, it may also support the broader local economy by addressing industry workforce shortages, exemplifying the strengthening of ties with local business partners, and reinforcing community trust in the SBBC's strategic initiatives.

**Financial Impact, Funding Source & Budget Status:**

There is a positive financial impact to the SBBC, whereby TOYOTA will pay a base annual rent of **$106,247.40 or $8,853.95** per month to SBBC.

| 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:**

There is no impact to other schools. TOYOTA seeks to lease this space as a training facility for its current certified mechanics to receive additional training. As a result, Sheridan Technical College is the only impacted school.

**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:**

Lease Agreement

# LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between:

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
(hereinafter referred to as "SBBC" or "),
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

**SOUTHEAST TOYOTA DISTRIBUTORS, LLC**
(hereinafter referred to as "TOYOTA"),
a Delaware Limited Liability company
with its principal operations located at
250 Jim Moran Boulevard
Deerfield Beach, FL 33442

**WHEREAS,** TOYOTA desires to Lease instructional and workshop space from SBBC for industry training to current Toyota technicians; and

**WHEREAS**, SBBC is a political subdivision of the State of Florida pursuant to Section 1.01, Florida Statutes, and a governmental unit for the purposes of Section 196.199, Florida Statutes, and has certain space available in one of its facilities; and

**WHEREAS,** SBBC owns and operates Sheridan Technical College, a facility suitable for TOYOTA's intended use and wishes to lease classroom space at the college to support such workforce development programming that benefits the local community.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

## ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and incorporated herein by reference.

## ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Term of Lease Agreement.** The term of this Lease Agreement shall commence on March 10, 2026 ("Effective Date") and conclude on March 9, 2027, unless renewed pursuant to Article 2.16, or unless terminated earlier pursuant to Article 3.

2.02 **Leased Facility.** SBBC hereby Leases to TOYOTA a designated automotive workshop and classroom space, consisting of Rooms 513, 513A, 513B, 513C, 513D, and 513E, totaling 3,444 square feet, in Building No. 13, at Sheridan Technical College, 5400 Sheridan Street, Hollywood, Florida 33021. TOYOTA shall also have use of the common areas, including but not limited to, restrooms, break rooms, and parking areas.

2.03 **Permitted Use of Leased Facility and Hours of Operation.** TOYOTA shall use the Leased Facility to provide industry training to current Toyota technicians. Such use may include bringing operational vehicles into the Leased Facility as reasonably necessary to support training activities.

a) The Leased Facility shall be used by TOYOTA for the purposes described above, and for no other purpose without the prior written consent of SBBC, which consent may be granted or withheld entirely within SBBC's sole discretion. Except as described herein, the Leased Facility may be used by TOYOTA from **8:00 a.m. to 5:00 p.m. Monday through Friday** when the Sheridan Technical College is open for SBBC's operations, which the hours of operation for Sheridan Technical College are from **6:30 a.m. to 9:00 p.m. Monday through Thursday, and from 6:30 a.m. to 6:00 p.m. on Friday.** TOYOTA will not be entitled to use the Leased Facility during any periods when the Sheridan Technical College is closed for reasons including, without limitation, during federal holidays, school holidays, and periods when SBBC's administration is closed due to SBBC's four (4)-day work week.

b) If necessary, TOYOTA may request to use the Leased Facility at the times when SBBC's administration is closed, but only upon TOYATA's written advance request and prior approval by SBBC's site administrator (Director/school principal). If approval for TOYOTA to use the Leased Facility is granted, TOYOTA will be required to provide security personnel as determined by the Chief of Police or designee, Broward County Public Schools. In this circumstance, TOYOTA can only utilize the Leased Facility if custodial services are available and provided by SBBC, and if so, TOYOTA shall pay for the custodial services and all other applicable costs associated with using the Leased Facility beyond TOYOTA's normal hours of operation articulated herein. The costs for custodial services and all other applicable costs shall be based on the Fee Schedule contained in School Board Policy 8020. In the alternative, if SBBC's site administrator agrees that SBBC will provide needed security on the cited days and times, TOYOTA agrees to pay SBBC, the required security costs, custodial services costs, and all other applicable costs; and such costs shall be based on the Fee Schedule contained in School Board Policy 8020. The site administrator's decision for TOYOTA to utilize the Leased Facility outside of Sheridan Technical College operational hours stated herein shall be coordinated with the Facility Planning & Real Estate Department, specifically for the calculation and invoicing of the additional costs due to TOYOTA for the use of the Leased Facility. Thereafter, TOYOTA shall pay monies owned to SBBC with thirty (30) days of receipt of the invoice for such costs from the Facility Planning & Real Estate Department. The payment due shall be made payable to "The School Board of Broward County, Florida" and delivered to the Director, Facility Planning and Real Estate Department, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.

c) TOYOTA shall not do or permit to be done in or about the Leased Facility, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any applicable law, statute, School Board Policy, ordinance or governmental rule or regulation now in force or which may hereafter been acted or promulgated; or which is prohibited by any standard form of fire insurance policy or will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Leased Facility are situated or any of its contents, or cause a cancellation of any insurance policy covering said building or any part thereof or any of its contents.

d) TOYOTA shall not do or permit anything to be done in or about the Leased Facility which willing anyway obstruct or interfere with the rights of the occupants of Sheridan Technical College in which the Leased Facility are situated, or injure or annoy them or use or allow

the Leased Facility to be used for any improper, immoral, unlawful or objectionable purpose (as determined by SBBC); nor shall TOYOTA cause, maintain, or permit any nuisance (as determined by SBBC or by law) in or about the Leased Facility or commit or suffer to be committed any waste in, on, or about the Leased Facility.

e) TOYOTA, at TOYOTA's expense, shall comply with all laws, rules, orders, statutes, School Board Policies, ordinances, directions, regulations and requirements of all federal, state, county and municipal authorities pertaining to TOYOTA's use of the Leased Facility and with the recorded covenants, conditions and restrictions applicable to the building in which the Leased Facility are situated, regardless of when they become effective or applicable, including, without limitation, all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, hazardous materials, waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and the Americans with Disabilities Act of 1990 and Florida Americans With Disabilities Accessibility Implementation Act, as both may be amended from time to time (collectively "ADA") and with any direction of any public officer or officials which shall impose any duty upon SBBC or TOYOTA with respect to the use or occupation of the premises.

2.04 **Aerial Photo**. An aerial photo depicting the Leased Facility is attached hereto and incorporated herein as **Exhibit "A"**.

2.05 **Base Rent**. TOYOTA agrees to pay a base rent **of $8,853.95** per month for the Leased Facility resulting in an annual Base Rent **of $106,247.40** for space located at the Sheridan Technical College. The total square foot of the Leased Facility is 3,444 square feet as specifically delineated herein.

2.05.1 **Payment Due Date**. Monthly rental payments are due on the first (1st) day of each month, made payable to "The School Board of Broward County, Florida" and delivered to the Director, Facility Planning and Real Estate Department, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.

2.05.2 **Grace Period**. A five (5) - business-day grace period is allowed.

2.05.3 **Late Payment Penalty**. If payment is not received within this period, SBBC may assess a five percent (5%) penalty which will be automatically added to the late monthly rent.

2.06 **Operating Expenses.** The operational costs associated with the use of the Leased Facility shall be deemed included in the Base Rent. No additional payments shall be required from TOYOTA to cover operational expenses.

2.07 **Custodial Service Cost.** SBBC shall provide custodial services to the Leased Facility at no cost to TOYOTA during Sheridan Technical College normal business hours, as stipulated in Section 2.03(a). TOYOTA shall pay for custodial services at such times when Sheridan Technical College is closed for the reasons stated in 2.03(a). All payments for custodial services and any other applicable costs will be made and paid by TOYOTA as specified in Section 2.03(a).

2.08 **Equipment and Materials.** TOYOTA shall be responsible for providing vehicles, tools, and materials necessary for program delivery. Such equipment remains the property of

TOYOTA. SBBC or Sheridan Technical College shall provide necessary training equipment, desks, chairs, etc., and ensure facilities and utilities are available for such training.

2.09 **Intellectual Property and Confidentiality.** Any curriculum, training materials, or proprietary technology provided by TOYOTA shall remain the intellectual property of TOYOTA unless otherwise agreed in writing. Both parties shall respect the confidentiality of proprietary materials and data.

2.10 **Relocation of Leased Facility.** If upon expiration of this Lease Agreement TOYOTA elects to renew this Lease Agreement and continue leasing space in an SBBC owned facility, TOYOTA agrees that SBBC at SBBC's sole discretion may relocate TOYOTA to another comparable location with equivalent equipment within Broward County Public Schools. In such event, TOYOTA shall bear all costs of moving its property from one location to another.

2.11 **Utilities.** During the term of this Lease Agreement as described in Section 2.01, SBBC shall provide water, electricity, telephone outlet, general lighting, air conditioning, and heating by means of appliances and fixtures installed for ordinary purposes to service the Leased Facility. SBBC shall not be obligated to furnish or install any appliances or fixtures not installed at the Leased Facility at the time of execution of this Lease Agreement or to furnish or install any appliances or fixtures contemplated by TOYOTA for any special uses. SBBC shall not be responsible or chargeable for any interruptions, delays, or failures in furnishing any such utilities due to causes beyond SBBC's control. TOYOTA will be permitted access to and use of SBBC's internet service only in the event that such access is permitted by SBBC's applicable contract or license for such service. If access is not permitted by SBBC's applicable contract or license, TOYOTA shall be required to obtain such services at TOYOTA's sole expense.

2.12 **Heating, Air Conditioning and Lighting**. Heating and air conditioning maintenance services and repairs shall be the responsibility of SBBC. In the event that the equipment is no longer serviceable, SBBC shall be responsible for the cost of replacing equipment for the demised premises. Heating and air conditioning services shall be provided for the days and times as indicated in Section 2.03(a) herein. SBBC agrees to maintain the light fixtures installed in the Leased Facility for the use of TOYOTA during the term of this Lease Agreement.

2.13 **Security Costs.** TOYOTA shall pay any SBBC required security costs for SBBC providing security personnel during such hours and days when Sheridan Technical College is closed for the reasons and the manner stated in 2.03(a).

2.14 **Office Furniture & Furnishings**. Inclusive of those items described in Section 2.08, Sheridan Technical College shall provide office furniture and furnishings for the Leased Facility during the term of this Lease Agreement.

2.15 **TOYOTA Personnel.** TOYOTA shall hire and pay for all TOYOTA personnel. The parties agree that TOYOTA personnel are not employees of SBBC and that SBBC shall have no obligation to provide salary, wages, benefits, or workers compensation for such persons. However, TOYOTA agrees that, as appropriate, all TOYOTA employees shall follow all applicable SBBC policies and procedures.

2.16 **Renewal Option.** TOYOTA may request to renew this Lease Agreement for an additional One (1) year term prior to its expiration, and if TOYOTA does so, the terms and conditions applicable to the renewal term shall be the same as those stated herein. To this end,

TOYOTA shall provide SBBC with written notice of its intent to exercise this Renewal Option at least one hundred and twenty (120) calendar days prior to the end of the term of the Lease Agreement and such requested renewal shall be subject to SBBC approval.

2.17 **Payment of Taxes.**. TOYOTA acknowledges that, pursuant to Florida Statutes §196.199(2)(b), property owned by a governmental entity but Leased to a non-governmental, entity for proprietary or commercial purposes may be subject to ad valorem property taxes and other assessments. TOYOTA agrees that it shall be solely responsible for the payment of any and all ad valorem property taxes, tangible personal property taxes, non-ad valorem assessments, or any other taxes or governmental charges of any nature whatsoever, whether federal, state, county, or municipal, which are levied or assessed against the Leased Facility or TOYOTA's interest therein during the Lease Term as a result of TOYOTA's use of the property.

a) TOYOTA shall pay such taxes and assessments directly to the appropriate taxing authority before delinquency and shall provide SBBC with written proof of payment within ten (10) days after payment is made. In the event TOYOTA fails to pay such taxes or assessments when due, SBBC may, but is not obligated to, pay the same on behalf of TOYOTA, and TOYOTA shall reimburse SBBC, upon demand, for the full amount paid, together with interest at the highest rate allowed by law from the date of such payment until reimbursed in full.

b) This provision shall survive the expiration or termination of this Lease Agreement for any taxes or assessments attributable to TOYOTA's occupancy during the Lease Term.

2.18 **ADA.** SBBC hereby represents that the property herein meets all accessibility requirements of the Federal Americans with Disabilities Act (ADA), Florida Accessibility Code for Building Construction implemented under the Florida Americans with Disabilities Implementation Act, except as modified by State Requirements for Educational Facility, for the use or occupancy intended by the TOYOTA.

2.19 **Asbestos, Radon Gas, and Hazardous Materials**. SBBC hereby represents and warrants that the property described herein is free from Hazardous Materials (as defined in this Lease), radon gas, friable asbestos as defined in the Asbestos Hazard Emergency Response Act (AHERA), 40 CRF Part 763, Asbestos Materials in Schools, October 30, 1987, and the current Florida State Requirements for Educational Facility (SREF), whichever is more stringent. SBBC notifies TOYOTA as follows: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida, Additional information regarding radon and radon testing may be obtained from your county public health unit."

2.20 **Subletting.** TOYOTA acknowledges that TOYOTA's obligations and duties under this Lease Agreement are unique and not subject to being adequately performed by any other party. As such, TOYOTA shall not sublease or assign any portion of the Leased Facility without the prior written approval of the SBBC, which approval shall not be unreasonably withheld.

2.21 **Maintenance Repairs.** SBBC shall maintain and keep in good repair the interior and exterior of the Leased Facility during the term of this Lease Agreement and shall be responsible for the replacement of all windows, doors, doors, doors, and ancillary fixtures broken and damaged at the demised premises, except if such breakage or damage is caused by TOYOTA'S negligence. The process for determining negligence and responsibility for repairs if

and when it occurs, shall be made by the SBBC's Physical Plant Operations Department. No services or maintenance shall be provided except as otherwise stated in this Lease Agreement. TOYOTA will not damage the Leased Facility or the Building in which they are situated but will maintain the Leased Facility in a clean, attractive condition. Upon termination of this Lease Agreement, TOYOTA will surrender and deliver the Leased Facility to SBBC free of TOYOTA's personal property and in broom clean condition, and in the same condition in which it existed prior to TOYOTA's occupancy of the Leased Facility, excepting only ordinary wear and tear and damage from casualty or from a governmental taking as stated herein.

2.22 **Special Services.** Except for any services that are expressly to be provided by TOYOTA under this Lease Agreement, it shall be SBBC's responsibility to arrange and pay for any and all services not stated herein required for TOYOTA's intended use of the Leased Facility.

2.23 **TOYOTA Insurance Requirements.** TOYOTA shall comply with the following insurance requirements throughout the term of this Lease Agreement:

a) General Liability. TOYOTA shall maintain General Liability insurance during the term of this Lease 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) Fire legal Liability Damage to Rented Premises. TOYOTA shall maintain Fire Legal liability damage to rented premises with limits of $500,000.00 per occurrence/aggregate.

c) Professional liability/Malpractice, Errors & Omissions. TOYOTA shall maintain Professional liability/Errors & Omissions insurance during the term of this Lease Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Lease Agreement.

d) Workers' Compensation. TOYOTA shall maintain Workers' Compensation insurance during the term of this Lease 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).

e) Automobile Liability Insurance. TOYOTA shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence Combined Single limit for Bodily Injury and Property Damage.

f) (not used).

g) Acceptability of Insurance Carriers. The insurance policies required under this Lease 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.

h) Verification of Coverage. Proof of the required insurance must be furnished by TOYOTA to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the effective date of this Lease Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit TOYOTA to remedy any deficiencies. Post award you will receive an email including a link to upload (drag and drop) your certificate of insurance.

i) Required Conditions. Certificates of Insurance shall include the following language for the certificate holder under this section and agreement: "Certificate Holder: The School Board of Broward County, Florida, c/o 600 SE 3rd Ave-11th Floor, Fort Lauderdale, Florida 33301".

j) Cancellation of Insurance. TOYOTA is prohibited from providing services under this Lease Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.24 **SBBC Liability.** SBBC shall not be responsible for any damage, accident, injury or death to TOYOTA or TOYOTA's property or to TOYOTA's agents, servants, employees or invitees or to their property from any cause whatsoever while such persons or property are located upon SBBCs property either prior to, during or subsequent to the period for which TOYOTA has been permitted use of the Leased Facility, unless caused SBBC's negligence.

2.25 **Licenses and Permits.** TOYOTA agrees to obtain at its sole expense any permits, licenses or additional authorizations required by law or ordinance for TOYOTA use of the Leased Facility.

2.26 **Condition and Inspection of Leased Facility.** TOYOTA agrees to accept the Leased Facility in AS-IS condition at the time this Lease Agreement is executed. TOYOTA may not remove or relocate any of SBBCs property, appliances or fixtures located upon the Leased Facility without the prior written approval of SBBC's site administrator of the Leased Facility. If such approval is granted, TOYOTA shall bear all costs of such removal and location and of restoring such property, appliances or fixtures to its original condition or location as directed by the site administrator upon the termination of this Lease Agreement. Under no circumstances shall TOYOTA remove SBBCs equipment, furnishings, or other property from the Leased Facility.

2.27 **Improvements**. The location of any and all improvements to be placed on the Leased Facility, shall first be approved in writing by SBBC, it being intended that SBBC shall have absolute control over the location of any Improvements before they are placed on the Leased Facility. However, such approval by SBBC shall not be unreasonably withheld.

a) The authority to grant approval regarding improvements in this Lease Agreement is hereby delegated by SBBC to the SBBC's Chief Operations Officer and Chief Building Official. Subject to the provisions of the foregoing paragraph, the parties further agree that TOYOTA will prepare and submit plans to SBBC's Chief Operations Officer and Chief Building Official for review and approval. Any plans must meet State of Florida Building Code Requirements, Florida Fire Protection Code, and State Requirements for Educational Facility as applicable, and any other requirements imposed by applicable law. SBBC's Chief Operations Officer and Chief Building Official shall have forty-five (45) calendar days from the date of receipt to review and comment. All design documents shall be approved by SBBC's Chief Operations Officer and Chief Building Official prior to submission to the Department of Education, if applicable.

b) TOYOTA shall be solely responsible for all contractual obligations owed to the contractor engaged by TOYOTA to construct the Improvements.

c) Before the commencement of the Improvements, TOYOTA shall require it's engaged contractor to furnish a surety payment and performance bonds that guarantee the completion of the Improvements and the performance of the work necessary to complete the Improvements; as well as full payment of all suppliers, material men, laborers or

subcontractors employed to provide services to complete the Improvements. The contractor shall be required by contract to deliver a copy of the surety bond to TOYOTA. Such bonds shall remain in effect for one (1) year after completion of the Improvements. The contractor will cause the correction of any defective or faulty work or materials that appear after the completion of the Improvements within the warranty period of such work performed.

d) Any Improvements placed on said Leased Facility without the prior written approval of SBBC as to location shall immediately be removed or relocated within ninety (90) calendar days of written demand by SBBC, unless the parties agree that the Improvements should remain whereby this Lease Agreement will be amended, in writing to reflect the use and responsibility of the Improvements.

e) Consistent with provisions in this Lease Agreement, all permitted Improvements made by TOYOTA, if not removed and space restored to its original condition, shall become the property of SBBC. TOYOTA agrees that SBBC shall not compensate TOYOTA for such improvements.

2.28 **SBBC's Access to the Leased Facility.** SBBC or its authorized agent or agents shall have the right to enter upon the Leased Facility at all reasonable times for the purpose of inspecting the same, preventing waste, making such repairs as SBBC may require, or to perform maintenance services.

2.29 **Parking Areas.** SBBC shall keep and maintain the parking areas adjacent to the Leased Facility in good condition. SBBC reserves the right to control the method, manner, and time of parking in the parking areas. TOYOTA personnel, assigned to work in the Leased Facility, TOYOTA clients/patients/visitors shall upon the effective date of this Lease Agreement and/or occupation of the Leased Facility by TOYOTA, have the right to use the parking area as shown in **Exhibit "A"** (attached hereto) to park vehicles. SBBC reserves the right, at any time, at its sole discretion, to designate specific parking spaces in the parking area for usage by SBBC employees. Any TOYOTA staff found to be parking improperly in such designated parking spaces shall have their parking privileges revoked, and their vehicles will be subject to towing at the sole expense of the vehicles' owners. For the purposes of this Lease Agreement, a vehicle shall be defined as a (car, pick-up truck, SUV, and/or motorcycle). TOYOTA acknowledges that use of the parking area cannot be guaranteed at times other than the operating hours identified in Section 2.03 (a).

2.30 **Key to Leased Facility.** SBBC will provide TOYOTA with keys to access the Leased Facility and interior spaces upon approval of this Lease Agreement. TOYOTA shall ensure that the Leased Facility is secured at all times when it enters and exits the Leased Facility. Upon the termination or expiration of this Lease Agreement and prior to vacating the Leased Facility within a ten (10) calendar day period, TOYOTA shall return to the site administrator of the Leased Facility, all keys to the Leased Facility. TOYOTA admits and agrees that should it fails to return the aforementioned keys to SBBC within the specified time period, TOYOTA shall be responsible for paying to have the lock(s) on the appropriate facility door(s) changed.

2.31 **Deliveries.** TOYOTA agrees to be responsible for the arrangement and payment for any and all deliveries to the Leased Facility of any equipment, property, scenery, goods, or other material necessary for TOYOTA's use of the Leased Facility

2.32 **TOYOTA's Property/Improvements**. TOYOTA agrees to remove all of its property/ improvements and that of its personnel from the Leased Facility within twenty-four (24) hours after the conclusion or termination of TOYOTA's permitted use of the Leased Facility and restore the Leased Facility to its original state. TOYOTA agrees that any property left by it at the Leased Facility more than fourteen (14) calendar days beyond the period permitted under this Lease Agreement shall be left at TOYOTA's peril, shall be considered abandoned, and may be disposed of at the sole discretion of SBBC's site administrator without any recourse by TOYOTA. It is agreed that no bailor/bailee relationship shall be construed to exist between SBBC and TOYOTA with regard to any property left by TOYOTA at the Leased Facility at times other than the period permitted under this Lease Agreement.

2.33 **Hazardous Materials.** TOYOTA shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Leased Facility by TOYOTA, its agents, principals, employees, contractors, consultants or invitees without the prior written consent of SBBC's site administrator, which consent may be withheld for any reason whatsoever or for no reason at all. If TOYOTA breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material upon the Leased Facility caused or permitted solely by TOYOTA (or the aforesaid others) results in:

a) any contamination of the Leased Facility, the surrounding area(s), the soil or surface or ground water or

b) loss or damage to person(s) or property, or if contamination of the Leased Facility or the surrounding area(s) by Hazardous Material otherwise occurs for which TOYOTA is solely legally, actually or factually liable or responsible to SBBC (or any party claiming, by through or under SBBC) for damages, losses, costs or expenses resulting therefrom, then TOYOTA shall be responsible for all reasonable costs, expenses and amounts required to remediate, clean up and correct such matter and TOYOTA shall further fully and completely indemnify, defend and hold harmless SBBC (or any party claiming by, through or under SBBC) from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation:

    i. diminution in the value of the Leased Facility and/or the land on which the Leased Facility is located and/or any adjoining area(s) which SBBC owns or in which it holds a property interest.

    ii. damages for the loss or restriction on use of rentable or usable space of any amenity of the Leased Facility or the land on which the Leased Facility is located.

    iii. reasonable damages arising from any adverse impact on marketing of space; and

    iv. any reasonable sums paid in settlement of claims, reasonable attorney's, and paralegals' fees, (whether incurred in court, out of court, on appeal or in bankruptcy or administrative proceedings) reasonable consultants fees and expert fees which arise during or after the term of this Lease Agreement or any renewal thereof, as a consequence of such contamination. This indemnification of SBBC by TOYOTA includes, without limitation, reasonable costs incurred in connection with any investigation or site conditions or any clean-up, remedial, removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Leased Facility.

v. Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Leased Facility or the surrounding area(s) is caused solely by TOYOTA (or the aforesaid others) results in (a) any contamination of the Leased Facility, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, then TOYOTA shall immediately notify SBBC of any contamination, claim of contamination, loss or damage and, after consultation and approval by SBBC, take all actions at TOYOTA's expense as are necessary or appropriate to return the Leased Facility, the surrounding area(s) and the soil or surface or ground water to the condition existing prior to the introduction of any such Hazardous Material thereto, such that the contaminated areas are brought into full compliance with all applicable statutory regulations and standards. The foregoing obligations and responsibilities of TOYOTA shall survive the expiration or earlier termination of this Lease Agreement.

vi. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law "Hazardous Material" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to local, state or federal governmental law. "Hazardous substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's"), petroleum, any and all material or substances which are classified as "biohazardous" or "biological waste" (as such terms are defined by Florida Administrative Code ("F A.C ") Chapter 17712, as amended from time to time), and extremely "hazardous waste" or "hazardous substance" pursuant to federal, state or local governmental law.

vii. SBBC and its agents shall have the right, but not the duty, to inspect the Leased Facility at any time to determine whether TOYOTA is complying with the terms of this Lease Agreement. If TOYOTA is not in compliance with this Lease Agreement, SBBC shall have the right to immediately enter upon the Leased Facility to remedy at TOYOTA's expense any contamination caused by TOYOTA's failure to comply, notwithstanding any other provision of this Lease Agreement. SBBC shall use its best efforts to minimize interference with TOYOTA's operations but shall not be liable for any interference caused thereby.

viii. Any noncompliance by TOYOTA with its duties, responsibilities and obligations under this Section shall constitute a default of this Lease Agreement, no notice of any nature from SBBC to TOYOTA being required.

c) **Pre-Existing Conditions**: SBBC acknowledges that the leasehold property which is the subject of this Lease has been utilized prior to TOYOTA's occupancy and that the activities of prior tenants may have caused or contributed to contamination of soils and groundwater ("Pre-Existing Conditions"). TOYOTA shall have no responsibility for compliance with any requirements imposed by any municipal, state, or federal regulatory agency, including, but not limited to, conducting environmental assessment or remedial activities, to the extent that such requirements arise from the Pre-Existing Conditions.

d) **Environmental Indemnification**: SBBC hereby agrees that it shall indemnify, defend and hold TOYOTA harmless against any and all claims, actions, injuries, demands, losses, liabilities, penalties, costs, expenses and damages incurred by TOYOTA arising as a result of Pre-Existing Conditions due to prior activities on or use and occupation of the property or the facilities that are in violation of any federal, state, municipal or other local environmental law, ordinance, rule or regulation or that lead to an environmental claim or penalty against the TOYOTA. In the event the joint acts or omissions of SBBC and TOYOTA should give rise to any environmental claim, action, injury, demand, loss, liability, penalty, cost, expense or damage, the responsibility for such environmental liability shall be apportioned according to each party's pro rata share of the entire liability. In determining the pro rata share of each party in the entire liability, their relative degrees of fault shall be the basis for allocation of liability. The principles of equity applicable to contribution generally shall apply. Each party shall give to the other party notice of any claim made or suit instituted that, in any way, affects the other party or its insurers. SBBC or its insurers shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against TOYOTA, or settlement entered into for any cause for which SBBC is liable under this agreement shall be conclusive against SBBC as to liability and amount. For purposes of this Lease, the term "SBBC" shall include its governing board, officers, employees, agents and assigns, and the term "TOYOTA" shall include its parent company and their subsidiaries, subcontractors, agents, employees or assigns. The provisions of this Environmental Indemnification shall survive the term of this Lease as such provisions may relate to any environmental claim or demand that arose during the time this Lease (including any extensions) between SBBC and TOYOTA.

2.34 **Adult Products; Smoking**. TOYOTA shall not bring, keep, or possess any adult products, intoxicating beverages, drugs, narcotics, or gambling devices upon SBBC property or permit others to do so. In accordance with state law and School Board Policy 1120, smoking will not be permitted upon SBBC property under any circumstances.

2.35 **Removal of Persons**. SBBC reserves the right, through its representatives, to eject any objectionable person or persons from SBBC property including, without limitation, the Leased Facility, and in the event of the exercise of this authority by SBBC through its representatives, agents or through law enforcement personnel, TOYOTA hereby waives any right and all claims for damages against SBBC or any of its representatives or agents.

2.36 **Background Screening.** (n/a – no minor students in attendance).

2.37 **Indemnification.**

a) **By SBBC**: SBBC agrees to be responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damage resulting from said negligence. Nothing herein shall be deemed to be a waiver by SBBC of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

b) **By TOYOTA**: TOYOTA 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' 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, al! 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 TOYOTA, its agents, servants or employees at the Leased Facility; the equipment of TOYOTA, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of TOYOTA or the negligence of TOYOTA'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 TOYOTA, SBBC or otherwise.

2.38 **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<br>The School Board of Broward County, Florida<br>600 Southeast Third Avenue<br>Fort Lauderdale, Florida 33301 |
| With a Copy to: | Director, Facility Planning and Real Estate Department<br>The School Board of Broward County, Florida<br>600 Southeast Third Avenue<br>Fort Lauderdale, Florida 33301 |
| To TOYOTA: | Southeast Toyota Distributors, LLC<br>Attn: Robert McNight, Fixed Operations Training Supervisor<br>250 Jim Moran Blvd.<br>Deerfield Beach, FL 33442 |
| With a Copy to: | SET Legal Department<br>250 Jim Moran Blvd<br>Deerfield Beach, FL 33442 |

2.39 **Inspector General Audits**. TOYOTA 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 concerning this lease.

2.40 **Waivers by TOYOTA.** TOYOTA shall not interpose any noncompulsory counterclaim of whatever nature or description in any such proceedings, the intent of this provision being that TOYOTA shall not be prohibited from pursuing a claim against SBBC in an independent suit or proceeding. In the event TOYOTA must, because of applicable court rules, interpose any counterclaim or other claim against SBBC in SBBC's proceedings, SBBC and TOYOTA covenant and agree that, in addition to any other lawful remedy of SBBC, upon motion of SBBC, such counterclaim or other claim asserted by TOYOTA shall be severed out of the proceedings instituted by SBBC (and, if necessary, transferred to a court of appropriate jurisdictional limits), and the proceedings instituted by SBBC may proceed to final judgment separately and apart from and without consolidation with or reference to the status of each counterclaim or any other claim asserted by SBBC. In addition, TOYOTA expressly waives all of the following: (a) the requirement under Section 83.12, Florida Statutes, that the plaintiff in his distress for rent action file a bond payable to the TOYOTA in at least double the sum demanded by the plaintiff, it being understood

that (a) no bond shall be required in any such action and (b) the right of TOYOTA under Section 83.14, Florida Statutes, to replevy distrained property.

2.41 **Waiver of Jury Trial.** The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Lease Agreement, the relationship of landlord and TOYOTA, TOYOTA's use or occupancy of the Leased Facility, and/or claim or injury or damage.

2.42 **Recording.** This Lease Agreement shall not be recorded without SBBC's prior written consent, and any recording hereof, or attempt to do so, by TOYOTA shall constitute a default under this Lease Agreement, no curative notice to TOYOTA from SBBC being required.

2.43 **Limitation of SBBCs Liability upon Transfer**. In the event of transfer and assignment by SBBC of its interest in this Lease Agreement and/or sale of the Leased Facility, SBBC shall thereby be released from any further obligations hereunder, accruing from and after the date of such transfer, and TOYOTA agrees to look solely to such successor in interest of SBBC for performance of such obligations, except for pre-existing environmental obligations.

2.44 **SBBC's Default.** SBBC shall in no event be charged with default in the performance of any of its obligations under this Lease Agreement unless and until SBBC shall have failed to perform such obligations within thirty {30) calendar days (or within such additional time as is reasonably required to remedy any such default) after written notice to SBBC by TOYOTA properly specifying and detailing the particulars of wherein and whereby TOYOTA claims SBBC has failed to perform such obligations.

2.45 **TOYOTA's Default**. TOYOTA shall be in default of its obligations hereunder in the event that any of the following occurs, and TOYOTA shall have failed to perform such obligations within thirty (30) calendar days (or within such time as specifically stated below or additional time as is reasonably required to remedy any such default) after written notice to TOYOTA by SBBC properly specifying and detailing the particulars of wherein and whereby SBBC claims TOYOTA has failed to perform such obligations :

a) TOYOTA's failure to pay any other sums payable hereunder for a period of three (3) business days after written notice by SBBC.

b) TOYOTA's failure to observe, keep or perform any of the other terms, covenants, agreements, or conditions of this Lease Agreement or in applicable School Board Policies for a period of ten (10) calendar days after written notice by SBBC;

c) The bankruptcy of TOYOTA;

d) TOYOTA making an assignment for the benefit of creditors;

e) A receiver or trustee being appointed for TOYOTA or a substantial portion of TOYOTA's assets;

f) Voluntary petitioning by TOYOTA for relief under, or otherwise seeking the benefit of, any bankruptcy, reorganization, arrangement, or insolvency law;

g) TOYOTA's deserting, vacating, or abandoning any substantial portion of the Leased Facility or attempting to mortgage or pledge or otherwise encumber in any way its interest hereunder;

h) TOYOTA's interest under this Lease Agreement being sold under execution or other legal process;

i) TOYOTA's interest under this Lease Agreement being modified or altered by an unauthorized assignment or subletting or by operation of law;

j) Any of the goods or chattels of TOYOTA used in, or incident to, the TOYOTA's operations upon the Leased Facility being seized, sequestered, or impounded by virtue of, or under authority of, any legal proceeding;

k) TOYOTA's failure to pay timely any other sums payable hereunder when due for two (2) consecutive months or for a total of four (4) months in any term or Renewal Term, no notice whatsoever to be due TOYOTA from SBBC; or

l) TOYOTA's failure to operate for more than ten (10) continuous days during normal-operating hours upon the Leased Facility in a fully staffed, fully equipped manner and/or as contemplated as per Section 2.03 of this Lease Agreement.

m) In the event of any of the foregoing happenings, SBBC, at its election, may declare this Lease Agreement to be terminated, ended and null and void, and re-enter upon and take possession of the Leased Facility whereupon all right, title and interest of TOYOTA in the Leased Facility shall end and TOYOTA shall immediately vacate the Leased Facility no later than twenty-four (24) hours thereafter. The exercise by SBBC of this right shall not be deemed to preclude the exercise of any others herein listed or otherwise provided by statute or general law at the same time or in subsequent times or actions.

n) No re-entry or retaking possession of the Leased Facility by SBBC shall be construed as an election on its part to terminate this Lease Agreement, unless a written notice of such intention be given to TOYOTA, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any monies due to SBBC hereunder or of any damages accruing to SBBC by reason of the violations of any of the terms, provisions, and covenants herein contained. SBBC's acceptance of any monies following any event of default hereunder shall not be construed as SBBC's waiver of such event of default. No forbearance by SBBC of action upon any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions, and covenants herein contained. Forbearance by SBBC to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other violation or default. legal actions to recover for loss or damage that SBBC may suffer by reason of termination of this Lease Agreement or the deficiency from any reletting as provided for above shall include the expense of repossession or reletting and any repairs or remodeling undertaken by SBBC following repossession.

2.46 **Brokerage Commission.** TOYOTA warrants that there are no claims for broker's commissions or finder's fees in connection with its execution of this Lease Agreement and TOYOTA agrees to indemnify and save SBBC harmless from any liability that may arise from the claims of any brokers or real estate agents, including reasonable attorneys' and paralegals' fees (whether incurred in court, out of court, on appeal or in bankruptcy or administrative proceedings).

2.47 **Corporate Tenancy.** Each person executing this Lease Agreement on behalf of TOYOTA hereby warrants and certifies to SBBC that TOYOTA is a corporation in good standing, is authorized to do business in the State of Florida and has full right and authority to enter into this Lease Agreement. The undersigned officer of TOYOTA hereby further warrants and certifies to SBBC that he or she, as such officer, is authorized and empowered to bind the corporation to

the terms of this Lease Agreement by his or her signature thereto. In the event any of such warranties or certifications shall prove to be false at any time hereafter, all persons who execute this Lease Agreement shall be liable, individually, and jointly and severally. If TOYOTA is a corporation, limited liability company, partnership, limited partnership or other artificial entity (other than one whose shares are regularly and publicly traded on a recognized stock exchange), any change in the majority ownership of and/or power to vote the majority of the outstanding capital stock of or the power to control the actions, policies or business operations of TOYOTA, whether such change of majority ownership is by sale, assignment, bequest, inheritance, merger, dissolution, operation of law or otherwise, without the prior written consent of SBBC shall constitute a default of this Lease Agreement. TOYOTA shall have an affirmative obligation to notify immediately SBBC of any such change,

2.48 **Absence of Option**. SBBC has delivered a copy of this Lease Agreement to TOYOTA for TOYOTA's review only and the delivery hereof does not constitute an offer to TOYOTA or an option to Lease or a reservation of or option for the Leased Facility, and this Lease Agreement shall become effective only when a copy executed by both SBBC and TOYOTA is delivered to and accepted by SBBC.

2.49 **Operating Expenses a Separate Covenant.** TOYOTA shall not for any reason withhold or reduce TOYOTA's required payments of operating expenses and other charges provided in this Lease Agreement, it being expressly understood and agreed by the parties that such payment is a contractual covenant by TOYOTA that is independent of the other covenants of the parties hereunder.

2.50 **Holding Over.** The failure of TOYOTA to surrender the Leased Facility on the date provided herein for the expiration of any term of this Lease Agreement (or at the time the Lease Agreement may be terminated otherwise by SBBC), and the subsequent holding over by TOYOTA, with or without the consent of SBBC, shall result in the creation of a tenancy at sufferance and TOYOTA shall, for the duration of such tenancy, pay double the sums payable at the expiration of this Lease Agreement. This provision does not give TOYOTA any right to hold over at the expiration of any term of this Lease Agreement, and SBBC's acceptance of any payments following the expiration of this Lease Agreement shall not be deemed to be a renewal of the term of the Lease Agreement, either by operation of law or otherwise.

2.51 **Construction Liens.**

a) TOYOTA is prohibited from making, and agrees not to make, alterations upon the Leased Facility, except as permitted by Section 2.27, and TOYOTA will not permit any construction lien or liens to be placed upon the Leased Facility or improvements thereon during the term hereof or any renewal term thereafter, caused by or resulting from any work performed, materials furnished or obligation incurred by or at the request of TOYOTA, and in the case of the filing of any such lien TOYOTA will promptly pay the same. If TOYOTA has not satisfied such lien or transferred it to bond within ten {10) calendar days after written notice from SBBC to TOYOTA, SBBC shall have the right and privilege, solely at SBBC's option, of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses, interest, and reasonable attorneys' and paralegals' fees (whether incurred in court, out of court, on appeal or in bankruptcy or administrative proceedings), shall be considered additional operating expenses hereunder due from TOYOTA to SBBC and shall be repaid to SBBC immediately on rendition of a bill therefor, together with interest per annum at the maximum rate permitted by law until

repaid, and if not so paid within ten (10) calendar days of the rendition of such bill shall constitute a default under Section 2.53 hereof.

b) SBBC's interest in the Leased Facility shall not be subject to liens for improvements made by TOYOTA. TOYOTA shall notify every contractor making such improvements of the provision set forth in the preceding sentence. The parties agree, should SBBC so request, to execute, acknowledge and deliver, without charge to the other, a Short Form Lease in recordable form in accordance with Chapter 713, Florida Statutes, containing a confirmation that the interest of SBBC shall not be subject to liens for improvements made by TOYOTA to the Leased Facility.

2.52 **Signs and Advertising**. TOYOTA shall not permit the painting or display of any signs, placard, lettering, or advertising material of any kind on or near the exterior of the Leased Facility. Notwithstanding the foregoing, TOYOTA may, with the prior approval of SBBC's site administrator, display TOYOTA's name on or near the portion of the Leased Facility utilized by TOYOTA under this Lease Agreement, in a manner prescribed by SBBC's site administrator.

2.53 **Eminent Domain.** If the whole or a portion of the Leased Facility shall be taken for any public or quasi-public use under any statute or by right of eminent domain or private purchase in lieu thereof, then at either Party's option, but not otherwise, the term hereby demised and all rights of TOYOTA hereunder shall immediately cease and terminate and the sums payable by TOYOTA under this Lease Agreement shall be adjusted as of the date of such termination. TOYOTA shall be entitled to no part of the award made for such condemnation (or other taking). Anything to the contrary, notwithstanding, if the Leased Facility are unaffected by such condemnation (or other taking), then at SBBC's sole option this Lease Agreement and each and every one of its provisions shall continue in full force and effect. Nothing in this Section shall be construed as prohibiting TOYOTA from making an independent claim against the taking authority for TOYOTA's loss, as long as such claim does not in any way decrease, limit or otherwise adversely affect SBBC's claim.

2.54 **School Board Policies**. TOYOTA shall faithfully observe and comply with the applicable School Board Policies in effect during the term of this Lease Agreement or any Renewal Term. SBBC shall have the right to unilaterally enact additional Policies without the consent of TOYOTA but shall notify TOYOTA of any changes applicable to TOYOTA, and the same shall be effective from the date TOYOTA receives notice thereof. TOYOTA shall acquire no vested rights as to its use of the Leased Facility as relates to School Board Policies, and all modifications or additions to or deletions from the School Board Policies shall take effect immediately upon notice of the same by SBBC to TOYOTA, regardless of any past use or practice by TOYOTA upon the Leased Facility. SBBC shall not be responsible to TOYOTA for the nonperformance of any said School Board Policies by any other occupant or user of the building within which the Leased Facility is situated. TOYOTA shall and does hereby have an affirmative obligation to notify its agents, employees, principals, assigns, subs and invitees of the contents of such School Board Policies and of this Lease Agreement and to assure their compliance therewith, and TOYOTA's indemnification to SBBC under Section 2.38 hereof includes, without limitation, TOYOTA's indemnity to SBBC for any claims, losses or damages resulting from TOYOTA's breach or the breach by its agents, employees, principals, assigns, and invitees of the School Board Policies.

2.55 **Damage by Fire or the Elements.**

a) In the event that the Leased Facility should be totally destroyed by fire, hurricane, tornado or other casualty, or in the event the Leased Facility should be so damaged that rebuilding or repairs cannot be completed within thirty (30) calendar days after the date of such damage, either SBBC or TOYOTA may, at its option, by written notice to the other given not more than thirty (30) calendar days after the date of such fire or other casualty, terminate this Lease Agreement and all sums payable under this Lease Agreement shall be pro-rated accordingly. In during rebuilding or repairs, the sums payable under this Lease Agreement shall be abated effective with the date of such fire or other casualty.

b) In the event the Leased Facility should be damaged by fire, hurricane, tornado, or other casualty covered by SBBC's insurance but only to such extent that rebuilding or repairs can be completed within thirty (30) calendar days after the date of such damage, or if the damage should be more serious but neither SBBC nor TOYOTA elects to terminate this Lease Agreement, then SBBC shall, within thirty (30) calendar days after the date of such damage or such election, commence to rebuild or repair the Leased Facility and shall proceed with reasonable diligence to restore the Leased Facility to substantially the same condition in which they were immediately prior to the happening of the casualty, except that SBBC shall not be required to rebuild, repair or replace any part of the furniture, equipment, fixtures and other improvements which may have been placed by TOYOTA within the Leased Facility. TOYOTA shall, unless such damage is the result of the negligence or willful misconduct of TOYOTA or TOYOTA's employees, agents, principals, contractors, consultants, assigns, TOYOTAs or invitees, allow TOYOTA a fair diminution of any sums payable to SBBC under this Lease Agreement during the time of such rebuilding or repairs. SBBC shall have no obligation to utilize insurance proceeds to rebuild the Leased Facility, and this Lease Agreement shall terminate upon notice to TOYOTA. Any insurance which may be carried by SBBC or TOYOTA against loss or damage to the Leased Facility shall be for the sole benefit of the party carrying such insurance and under its sole control.

2.56 **TOYOTA Safeguarding the Confidentiality of Education Records.** To the extent that TOYOTA receives, is provided access to, or otherwise comes into possession of any "education records," as that term is defined by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and its implementing regulations (34 C.F.R. Part 99), in connection with the performance of this Lease Agreement, TOYOTA shall comply with all applicable requirements of FERPA, Sections 1002.22 and 1002.221, Florida Statutes, and any other applicable state or federal law governing the confidentiality of student information and records.

a) Nothing in this Section shall be construed to require SBBC to provide, or TOYOTA to receive, access to any education records, nor to designate TOYOTA as a "school official" for FERPA purposes.

b) In the event TOYOTA receives education records as described above, TOYOTA shall:

   i. Hold such education records in strict confidence and use them solely for the limited purpose for which they were provided;

   ii. Restrict access to such education records to employees with a legitimate need to know;

   iii. Implement reasonable administrative, physical, and technical safeguards consistent with applicable law; and

iv. Promptly notify SBBC upon discovery of any unauthorized access, use, or disclosure of such education records, to the extent required by applicable law.

c) All obligations under this Section are expressly conditioned upon TOYOTA's actual receipt of education records and shall not apply where TOYOTA does not receive or access such records.

2.57 **No Disclosure of SBBC Employee Records**. SBBC shall not disclose any employee records to TOYOTA pursuant to this Lease Agreement. However, should TOYOTA come into contact with employee records during the course of contracted responsibilities, these records shall only be disclosed pursuant to federal and state laws.

2.58 **TOYOTA Safeguarding the Confidentiality of Employee Records.** Notwithstanding any provision to the contrary within this Agreement, TOYOTA shall:

a) Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records,

b) 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;

c) 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;

d) Protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

e) Notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), 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;

f) 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

g) Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.59 **Assessment of Data Protection Controls**. TOYOTA or any of TOYOTA's subcontractors with access to SBBC data shall provide an attestation stating TOYOTA and/or TOYOTA'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 TOYOTA or any of TOYOTA's subcontractors with access to SBBC data under this Agreement. At a minimum, the audit shall show what controls are utilized for all of the following actions:

a) Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

b) Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

c) Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet TOYOTA's objectives while also ensuring the data is protected from unauthorized use or disclosure.

d) Monitoring compliance with established security controls.

e) TOYOTA and/or TOYOTA'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. TOYOTA shall provide SBBC with an attestation of continued compliance by TOYOTA and/or TOYOTA's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

## ARTICLE 3- GENERAL CONDITIONS

3.01 **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 Lease Agreement.

3.02 **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 Lease Agreement and shall be fully binding until such time as any proceeding brought on account of this Lease Agreement is barred by any applicable statute of limitations.

3.03 **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 Lease Agreement. None of the parties intend to benefit a third party directly or substantially by this Lease Agreement. The parties agree that there are no third-party beneficiaries to this Lease Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Lease 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 contract.

3.04 **Independent Contractor.** The parties to this Lease 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 Lease 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.

3.05 **Non-Discrimination.**

a) As a condition of entering into this Lease Agreement, TOYOTA represents and warrants that it will comply with SBBC's Commercial Nondiscrimination Policy, , as described under, Section V.A.1 of SBBC Policy No. 3330 - Supplier Diversity Outreach Program, 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 Lease Agreement.

b) As part of such compliance, TOYOTA 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 TOYOTA retaliate against any person for reporting instances of such discrimination. TOYOTA 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 excess marketplace discrimination that have occurred or are occurring in SBBC's relevant marketplace. TOYOTA understands and agrees that a material violation of this clause shall be considered a material breach of this Lease Agreement and may result in termination of this Lease 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.

3.06 **Termination.** This Lease Agreement may be canceled with or without cause by the parties during the term hereof upon thirty (30) calendar days written notice to each other regarding the desire to terminate this Lease Agreement. In the event of such termination, neither Party shall be entitled to any damages of any kind including any damage that may be attributable to the cancellation of any event planned by TOYOTA and rent shall be pro-rated to the date of termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Lease Agreement after the termination of this Lease Agreement. Any party contracting with SBBC under this Lease Agreement agrees that any of its property placed upon SBBC's facility pursuant to this Lease Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Lease Agreement and that any such property remaining upon SBBC's facility 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.

3.07 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Lease Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event 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 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 Lease 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 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 3.06. In the event of termination, rent shall be pro-rated up to the date of termination.

3.08 **Annual Appropriation.** The performance and obligations of SBBC under this Lease 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 Lease Agreement, this Lease 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.

3.09 **Excess Funds**. Any party receiving funds paid by SBBC under this Lease 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.

3.10 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. TOYOTA shall keep and maintain public records required by SBBC to perform the services required under this Lease Agreement. Upon request from SBBC's custodian of public records, TOYOTA 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. TOYOTA 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 Lease Agreement's term and following completion of the Lease Agreement if TOYOTA does not transfer the public records to SBBC. Upon completion of the Lease Agreement, TOYOTA shall transfer, at no cost, to SBBC all public records in possession of TOYOTA or keep and maintain public records required by SBBC to perform the services required under the Lease Agreement. If TOYOTA transfer all public records to SBBC upon completion of the Lease Agreement, TOYOTA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TOYOTA keeps and maintains public records upon completion of the Lease Agreement, TOYOTA 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.**

3.11 **Student Records.** [Intentionally deleted - inapplicable].

3.12 **Entire Lease 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 Lease 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.

3.13 **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 Lease Agreement and executed by each party hereto.

3.14 **Preparation of Lease 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 Lease 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 **Waiver.** The parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Lease Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Lease Agreement shall not be deemed a waiver of such provision or modification of this Lease 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.

3.16 **Compliance with Laws.** Each party shall comply with all applicable federal and state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities and obligations pursuant to this Lease Agreement.

3.17 **Governing Law and Venue.** This Lease 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 Lease 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 Lease Agreement.

3.18 **Binding Effect.** This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.19 **Assignment**. Neither this Lease Agreement or 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 Lease Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.20 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Lease 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. In the event any of the Leased Facility , or any part thereof, shall be destroyed by fire or any other cause, or if any other casualty or any unforeseen occurrence shall render the fulfillment of this Lease Agreement by either party impossible, then and thereupon, this Lease Agreement shall be modified to exclude the use of the damaged licensed facility until such time as the owning party, at its discretion, returns the facility to an operable condition.

3.21 **Place of Performance**. All obligations of SBBC under the terms of this Lease Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.22 **Severability.** In case any one or more of the provisions contained in this Lease Agreement shall 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 Lease Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included

3.23 **Captions**. The captions, section numbers, article numbers, title and headings appearing in this Lease Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Lease Agreement, nor in any way effect this Lease Agreement and shall not be construed to create a conflict with the provisions of this Lease Agreement.

3.24 **Authority.** Each person signing this Lease Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Lease 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 Lease Agreement.

3.25 **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 Lease Agreement.

3.26 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Lease Agreement. Such actions shall include, but not be limited to, the immediate suspension of the use or occupancy of any or all SBBC Leased Facility as a result of the anticipation of imminent existence or existence of any of the conditions listed in Article 3.20 - Force Majeure - hereinabove.

3.27 **Counterparts and Multiple Originals.** This Lease 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 Lease Agreement.

3.28 **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 nongovernmental 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 **Exhibit "B."** The submission of a false affidavit may subject a nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any contract with SBBC shall be terminated by SBBC without recourse if a nongovernmental entity is found to have submitted a false affidavit.

(Remainder of page 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:

_____
Office of the General Counsel

(Remainder of page intentionally left blank; signature page follows)

**FOR TOYOTA**

(Corporate Seal)

ATTEST:

**SOUTHEAST TOYOTA DISTRIBUTORS, LLC**

By: Kai

Print Name: Kai Ramadan

Title: VP, Fixed Operations

Witness Taylor Burnes

Date: 2/26/2026

Witness Robert Ripley

**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 Feb 26 2026 (date) by Kai Ramadan (name of officer or agent, title of officer or agent) of Southeast Toyota Distributors (name of corporation acknowledging), a Florida (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 26 day of February, 2026.

My Commission Expires:

KAREN LEE SCHMITT
Notary Public - State of Florida
Commission # HH 397343
My Comm. Expires Jul 8, 2027
Bonded through National Notary Assn.

(SEAL)

Signature – Notary Public

Karen Schmitt

Printed Name of Notary

HH 397343

Notary's Commission

Exhibit A

Leased Facility
Sheridan Technical College – East
5400 Sheridan Street
Hollywood, Florida 33021




Prepared By: Facility Planning and Real Estate Department

1/30/2026

1603

# Exhibit B
## State of Florida Affidavit
## Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Southeast Toyota Distributors LLC

Event Name: _____ Date/ Time: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: Kai Ramadan - VP Fixed Operations

Address: 290 Jim Moran Blvd

City: Deerfield Beach State: FL Zip Code: 33442

Phone Number: 954-531-4276 Email Address: Kai.Ramadan@setoyota.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: Kai Ramadan - VP Fixed Operations Date: 2/26/26

# Comparable Rental Analysis

## Site Name: Sheridan Technical College

| Comparable Rental Sites* | | | | | | | Staff Comments | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Logistics | | Key Notes | |
| | Site Location | Building Type/Class | Year Built | Total Rentable Square Foot | Annual Cost Per Square Foot | Annual Base Rent | Parking Availability | ADA Compliance Y/N | Rental Term | Comments |
| Subject property | 5400 Sheridan Street, Hollywood, FL 33021 | School | 1967 | 3,444 | | | Y | Y | Five Years | Gross Lease: Includes: Base rent, utilities, property taxes and property maintenance. |
| Comp #1 | 1090 S. 56th Avenue, Hollywood, FL 33023 | Retail/Auto motive | 1961 | 8,283 | $24.60 | $203,761.80 | Y (9 spaces) | Y | Negotiable | Modified Gross Lease: Both the landlord and the tenant share in the payment of the property's operating expenses. |
| Comp #2 | 824 S. Dixie Hwy., Hollywood, FL 33020 | Retail/Auto motive | 1950 | 3,208 | $30.00 | $96,240.00 | Y (3 spaces) | Y | Five Years | Triple Net Lease (NNN) in addition to base rent, tenant pays utilities, insurance and property taxes and common area maintenance |
| Comp #3 | 4711 West Hallandale Beach Blvd., Hollywood, FL 33023 | Retail/Auto motive | 1967 | 1,000 | $33.60 | $33,600.00 | Y (2 spaces) | Y | One Year | Industrial Gross: landlord pays insurance, property taxes, and common area maintenance, etc. |
| Comp #4 | 1300 South 56th Avenue, Hollywood, FL 33023 | Retail/Auto motive | 1967 | 5,623 | $35.21 | $197,985.83 | Y (8 spaces) | Y | Three Years | Triple Net Lease (NNN) in addition to base rent, tenant pays utilities, insurance and property taxes and common area maintenance |
| | **Average (AVG)** | | | **4,528.50** | **$30.85** | **$132,896.91** | | | | |

**** Source: Costar***

Averages are based on lease comparables No. 1-4

**Definitions:**
Triple Net Lease (NNN)- Tenant pays all operating expenses for the property, in addition to rent and utilities: real estate taxes, building insurance, and maintenance.
Modified Gross Lease (MG): Both the landlord and the tenant are responsible for paying the property's operating expenses.
Industrial Gross Lease: landlord pays insurance, property taxes, and common area maintenance, etc.

Source: Facility Planning and Real Estate Department

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | 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:**

**AGR25-083 - Rally to the Tally for New Floridians**

**REQUESTED ACTION:**

**Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Close Up Foundation, Incorporated for a term that commences on November 13, 2024, and concludes June 30, 2027, and the additional spending authority of $350,000. 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 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
- Original Agreement
- First Amendment

**FINANCIAL IMPACT:**

$350,000 and is funded by Title III, Part A, and the Enhanced Instructional Opportunities for Recently Arrived Immigrant Children and Youth Grant. The new total award amount will be $1,025,000.

**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 Feb 24, 2026

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

Approved in Open Board Meeting On: March 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 First Amendment and Additional Spending Authority with Close Up Foundation, Incorporated AGR25-083 – Rally to the Tally for New Floridians**

---

**Board Meeting Date:** March 10, 2026

**Requested Action:**
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Close Up Foundation, Incorporated for a term that commenced on November 13, 2024, and concludes June 30, 2027, and the additional spending authority of $350,000.

**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":** The School Board's approval will directly support compliance with Title III, Part A, and the Enhanced Instructional Opportunities for Recently Arrived Immigrant Children and Youth Grant. This investment expands civic education access, accelerates English Language Learners' (ELLs) engagement, and deepens students' understanding of Florida US government and community involvement. It will also enhance academic enrichment aligned to Goal 4 of the Strategic Plan—College & Career Readiness/Acceleration—by equipping students with knowledge and confidence to become active, informed citizens.
**-If the Board votes "No":** Failure to approve the Amendment will result in immediate discontinuation of the initiative, placing the District out of compliance with key federal grant requirements. This not only jeopardizes continued Title III and immigrant support funding but also diminishes equitable access to high-quality civic engagement experiences for English Language Learners, potentially widening achievement and engagement gaps for a vulnerable student population.

**Background/History**
On Wednesday, November 13, 2024, SBBC approved AGR25-083 – Rally to the Tally for New Floridians between Close Up Foundation, Incorporated and SBBC, for two (2) one (1) year extensions through a written amendment to the Agreement, starting November 13, 2024, through June 30, 2027.

This Amendment will extend the event to sponsor eligible middle school students in grades 6th - 8th and high school students in grades 9th - 11th to attend a civic, government, and youth policy program and exhibition in Tallahassee and Broward County. All students will have access to resources and materials to help prepare for the event. Close Up will provide curriculum design, program implementation, logistics, services, speakers, educational resources, and materials.

Broward County Public Schools (BCPS) serves one of the most diverse student populations in the nation, with over thirty-two thousand (32,000) English Language Learners (ELLs) representing more than one hundred fifty (150) countries and ninety (90+) languages. As part of the District's Strategic Goal 4 – College & Career Readiness/Acceleration – BCPS is committed to providing academic enrichment and civic engagement opportunities that empower all students to succeed, particularly those who are newly arrived in the U.S. and navigating the complexities of a new educational and social system.

The Rally to the Tally for New Floridians is a nationally recognized initiative supported through Title III, Part A, and the Enhanced Instructional Opportunities for Recently Arrived Immigrant Children and Youth Grant. This initiative enhances students' knowledge of civic processes, government structure, and the legislative process through hands-on, standards-aligned experiential learning. It fosters a sense of agency and inclusion among youth, many of whom may feel disconnected from their new environment.

Historically, this program has resulted in improved student self-efficacy, increased classroom participation, and greater family engagement among ELLs. It also directly supports compliance with ESSA Title III requirements by integrating academic instruction with language development and cultural integration. In prior years, the program has been used as a model by other large urban Districts due to its effectiveness in addressing the academic and social-emotional needs of immigrant students.

BCPS's approval and implementation of this initiative demonstrates the District's proactive investment in closing opportunity gaps and ensuring that all students are prepared to thrive as active, informed citizens of Florida and the United States.

Original Term: November 13, 2024, through June 30, 2027; First Amendment Term: February 10, 2026, through June 30, 2027; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

**Alignment to 2027 Goals and Guardrails**
Goal 4: College & Career Readiness/Acceleration

**Measurable Outcome(s)/Return on Investment**
By June 2026 and 2027, middle and high school students attending Rally to the Tally will show an increase of five percent (5%), as evidenced by the pre-and post-surveys.

By June 2026 and 2027, middle and high school students attending Rally to the Tally will show a growth in their understanding of government, policies, and issues pertaining to their community, as evidenced by the pre- and post-surveys.

**Financial Impact, Funding Source & Budget Status**
The additional spending authority requested is $350,000 and is funded by Title III, Part A, and the Enhanced Instructional Opportunities for Recently Arrived Immigrant Children and Youth Grant. The new total award amount will be $1,025,000.

| ACTION | BOARD DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT | TERM (months) |
|---|---|---|---|---|---|
| Agreement - original spending authority request | 11/13/2024 | Yes | Title III Grant<br>2735098170<br>Fund: 4230 | $675,000 | 30 |
| First Amendment – additional spending authority | 3/10/2026 | Yes | Title III Grant<br>2735098170<br>Fund: 4230<br><br>Recently Arrived Immigrant Grant<br>2735098170<br>Fund: 4230 | $22,000<br>(March 2026 – June 2027)<br><br>$328,000<br>(March 2026 – June 2027) | 0 |
| **Total Agreement Amount** | | | | **$1,025,000** | **30** |

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, Additional cost of $350,000.

Original Term: November 13, 2024, through June 30, 2027; First Amendment Term: March 10, 2026, through June 30, 2027; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

**Procurement Method**
Pursuant to SBBC Policy 3800, Section III, E, and Section 6A-I.012(12)(f) Florida Administrative Code, as authorized by Section 1010.04(4)(a), Florida Statutes, competitive solicitations are not required to award a contract for commodities or services if state or federal law, a grant, or a state or federal agency contract prescribes with whom the School Board must contract.

**Impact on Schools**
Activities will foster confidence for active citizenship, raising awareness of the values placed on education and community involvement.

**If there is an impact on schools, how will schools be selected/prioritized?**
All middle and high schools will be invited, with allotted spots. First schools to respond, reaching the total number of seats per trip, will be selected**.**

**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:** | November 4, 2025 |
| **Previous Bid # (Ex: 10-004R):** | AGR25-083 | **Buyer/PA:** | SUSANNE DALE |
| **New Bid Award Total:** | $1,025,000 | **Bid Title:** | Rally to the Tally for New Floridians |
| **Previous Award Total:** | $675,000 | | |
| **Bid Type:** | REPLACEMENT BID | | |
| **Previous Bid Term (Start Date):** | 11/13/2024 | **New Bid Term (In Months):** | 0 |
| **Previous Bid Term (End Date):** | 6/30/2027 | **# of Months Into Bid:** | 12 |

| SPEND REPORTING | |
|---|---|
| **Purchase Order(s) Spend:** | $225,000 |
| **P Card Purchases:** | $0 |
| **Total Invoiced-to-Date Amount (PO + Pcard Purchases):** | **$225,000** |
| **Average Monthly Expenditure:** | $18,750 |
| **Unused Authorized Spending:** | **$450,000** |
| **Est. Forecasted Spend (For Entire Bid Term):** | |

| VENDOR INFORMATION | | |
|---|---|---|
| **Awarded Vendors:** | **M/WBE Status (If applicable):** | **Spend:** |
| 100087-CLOSE UP FOUNDATION INC | | $ 225,000 |
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| | **PO VENDOR SPEND:** | **$ 225,000** |
| | **P-CARD SPEND:** | **$ -** |
| | **TOTAL SPEND:** | **$ 225,000** |

**NOTES (Type Below):**

**Title III, Part A, and the Enhanced Instructional Opportunities for Recently Arrived Immigrant Children and Youth Grant**

| Default Funding Source* | | Department/School & Sign-off Information* | |
|---|---|---|---|
| **Cost Center** | 2735098170 | **Name** (First & Last) | Victoria Saldala |
| **Fund** | 4230 | **Title** | Director |
| **Functional Area** | 5130000000000000 | **Department/School Name** | Bilingual/ESOL |
| **Commitment Item** | 53330000 | **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:** | **11/3/2025** |
|---|---|---|

**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 & 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**

Debra Hixon, Chair
Sarah Leonardi, Vice Chair

Dr. Allen Zeman
Maura McCarthy Bulman
Rebecca Thompson
Lori Alhadeff
Dr. Jeff Holness
Brenda Fam, Esq
Nora Rupert

Dr. Howard Hepburn
Superintendent of Schools

November 21, 2024

Eric Adydan
CEO
Close Up Foundation, Incorporated
671 N. Glebe Road, Suite 900
Arlington, VA 22203

RE: AGR25-083 - Rally to the Tally for New Floridians

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Close Up Foundation Incorporated. This is the result of the School Board's approval on November 13, 2024, for Item OO-3. Full details are outlined in the Agreement.

Sincerely,

Mauricio R. Stradiotti, Director
Procurement & Warehousing Services

MRS: bm
Attachment(s)

cc: Susanne Dale, Purchasing Agent II
Victoria Saldala, Director, Bilingual/ESOL
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2024-11-13 | Regular School Board Meeting |
| **CATEGORY:** | OO. Operations & Facilities |
| **DEPARTMENT:** | Procurement & Warehousing Services |

| | |
|---|---|
| Agenda Item Number: | OO-3. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**AGR25-083 - Rally to the Tally for New Floridians**

**REQUESTED ACTION:**

**Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Close Up Foundation, Incorporated (Close up). 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:**

$675,000 funded by Title III, Part A Grant and Enhanced Instructional Opportunities for Recently-Arrived Immigrant Children and Youth Grant.

**STRATEGIC PLAN ALIGNMENT:**

**Student Focus Outcomes**

College and Career Readiness/Acceleration **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: | Dr. Angela R. Fulton | Phone: | 754-321-2100 |

**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 7/24
HH/JJS

Approved in Open Board Meeting On: November 13, 2024

By: Lori Wadell

School Board Chair

## 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

**CLOSE UP FOUNDATION, INCORPORATED**
(hereinafter referred to as "Close Up"),
whose principal place of business is
1130 Braddock Place Suite 400, Alexandria, VA 22314

**WHEREAS,** SBBC Policy 3320, Section II, N, and Section 6A-1.012(12)(f) Florida Administrative Code, as authorized by Section 1010.04(4)(a), Florida Statutes, permit a district school board to award a contract without competitive solicitations if state or federal law, a grant or a state or federal agency contract prescribes with whom the district school board must contract; and

**WHEREAS,** SBBC is a grant recipient for Title III, Part A Grant which prescribes that grant recipients must contract with Close Up Foundation for the acquisition of goods and/or services; and

**WHEREAS,** SBBC intends to provide enhanced instructional and community engagement opportunities for English Language Learners; and

**WHEREAS,** as part of the Title III, Part A Grant for English Language Learners, SBBC will sponsor eligible students in grades 9th - 11th to attend a civic, government, and youth policy program and exhibition in Tallahassee and Broward County; and SBBC intends to provide enhanced instructional and community engagement opportunities for English Language Learners; and

**WHEREAS,** Close Up desires to provide civic and government studies, materials, and education services for the program to satisfy SBBC's enhanced instruction goals.

**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**. 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 3.05 of this Agreement.

2.02 **Scope of Services**.

(a) Rally to the Tally for New Floridians – High School - Close Up shall provide to SBBC materials and services for up to one hundred fifty (150) high school students throughout the Broward County School District for a 4-day/3-night program in Tallahassee, which also includes visits to Florida Agricultural and Mechanical University (FAMU), the University of Florida (UF) and University of Central Florida (UCF). The program will focus on basic themes in American Democracy, representative government in the United States, and civic and community engagement.

(b) For year 1 of this Agreement Close Up shall conduct the program in December 2024. For year 2 and year 3 of this Agreement, Close up shall conduct the program on the dates provided by SBBC.

(c) Close Up shall accommodate seventeen (17) educators from the high school who will attend the program on full fellowship.

(d) Close Up shall make all travel and of the hotel accommodations for all SBBC participants.

(e) Close Up shall provide SBBC a pre-and post-program survey results and a final program report.

(f) Close Up shall provide each teacher a boxed set of Current Issues booklets in English, Spanish, Haitian Creole for their Parent Resource Center. Each set contains booklets of each titled topic: Education, Health Care, Immigration Reform, and the Economy.

(g) Close Up shall provide curriculum design, program implementation, coordination, services, speakers, educational resources and materials.

2.03 **Cost of Services and Payment**.

(a) Cost. The cost to SBBC for the products and services under this Agreement that Close Up will provide is a total of Six Hundred and Seventy-Five Thousand Dollars and 00/100 Cents ($675,000.00) as detailed below:

1) November 13, 2024 through June 30, 2025. The cost to SBBC for the products and services under this agreement for the time period of November 13, 2024 through June 30, 2025 is Two Hundred Twenty Five Thousand Dollars and 00/100 Cents ($225,000.00).

2) July 1, 2025 through June 30, 2026. The cost to SBBC for the products and services under this agreement for the time period of July 1, 2025 through June 30, 2026 is Two Hundred Twenty Five Thousand Dollars and 00/100 Cents ($225,000.00).

3) July 1, 2026 through June 30, 2027. The cost to SBBC for the products and services under this agreement for the time period of July 1, 2026 through June 30, 2027 is Two Hundred Twenty Five Thousand Dollars and 00/100 Cents ($225,000.00).

(b) Payment.

1) November 13, 2024 through June 30, 2025. Subsequent to November 13, 2024, and subsequent to the completion of the delivery of the products and services under this Agreement to SBBC for the time period of November 1, 2024 through June 30, 2025, Close Up shall submit a proper and appropriate invoice in the amount of Two Hundred Twenty Five Thousand Dollars and 00/100 Cents ($225,000), and SBBC will pay Close Up within thirty (30) days of the date of same proper and appropriate invoice.

2) July 1, 2025 through June 30, 2026. Subsequent to July 1, 2025, and subsequent to the completion of the delivery of the products and services under this Agreement to SBBC for the time period of July 1, 2025 through June 30, 2026, Close Up shall submit a proper and appropriate invoice in the amount of Two Hundred Twenty Five Thousand Dollars and 00/100 Cents ($225,000), and SBBC will pay Close Up within thirty (30) days of the date of same proper and appropriate invoice.

3) July 1, 2026 through June 30, 2027. Subsequent to July 1, 2026, and subsequent to the completion of the delivery of the products and services under this Agreement to SBBC for the time period of July 1, 2026 through June 30, 2027, Close Up shall submit a proper and appropriate invoice in the amount of Two Hundred Twenty Five Thousand Dollars and 00/100 Cents ($225,000), and SBBC will pay Close Up within thirty (30) days of the date of same proper and appropriate invoice.

2.04 **SBBC Disclosure of Education Records.**

(a) SBBC will provide Close Up the education records listed in this section for the following purposes:

1) To enroll English Language Learners (ELL) students in field trips to teach students about American civics, history, and government to inspire them to become advocates for their communities.

2) To measure students' growth about American Government and their confidence for active citizenship (pre and post surveys).

3) For Close Up to have students' health information in case of emergency.

(b) SBBC will provide Close Up with the following education records, via hard copy:

1) Close Up Student Enrollment Form (**Attachment A**) including:
   i. Student Information: student name, student date of birth, gender, mailing address
   ii. Parents or Guardian Information: parent's name, parent's email, parent's phone number
   iii. Student Medical Information
   iv. Demographics
   v. Photos and Likeness (audio, video, photograph, and/or quotes)

2) Surveys:
   i. High School Survey (pre and post)
   ii. Middle School (pre and post)

3) Georgetown University Hospital forms (**Attachment B**)
   i. Consent for Treatment, includes:
      (1) Name of Student
      (2) Name of Parent/ Guardian
      (3) Residential Address
   ii. Medical Questionnaire Form

4) Close Up Authorization and Release from Liability form (**Attachment C**)

(c) SBBC will obtain and maintain written consent from each student's parent/guardian or student age 18 or older prior to disclosing the education records listed in this section (**Attachment A,** Close Up Student Enrollment Form)

(d) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in Close Up's privacy policies if any.

2.05 **Close Up Safeguarding the Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, Close Up shall:

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) hold any education 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 are to be shared provides prior written consent for their release;

3) 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;

4) safeguard each education record through administrative, physical, and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) 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 be in compliance with Section 1006.1494, Florida Statutes;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), 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;

7) fully cooperate with appropriate SBBC staff, including its Privacy Officer and Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) 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;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) 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

11) purge education records from any media once the media is no longer in use or is to be disposed.

(b) All education records shall 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 and, upon termination of this

Agreement shall, at SBBC's request, return to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) Close Up 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. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 **SBBC Disclosure of Employee Records.**

(a) SBBC staff will provide Close Up with the employee records in this section for the following purposes:

1) To enroll chaperones in field trips to teach students about American civics, history, and government to inspire them to become advocates for their communities.

2) For Close Up to have chaperone's health information in case of emergency.

(b) SBBC will provide Close Up with the following employee records, via hard copy:

1) Adult Close Up Enrollment Form (**Attachment D**) including;
   i. Adult Information: adult name, adult date of birth, gender, mailing address
   ii. Adult Medical Information
   iii. Demographics
   iv. Photos and Likeness (audio, video, photograph, and/or quotes)

(c) The requirements of this section shall supersede any uses and disclosures of employee records as listed in Close Up privacy policies.

2.07 **Close Up Safeguarding the Confidentiality of Employee Records.**

Notwithstanding any provision to the contrary within this Agreement, Close Up shall:

(a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records,

(b) 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,

(c) 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,

(d) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information,

(e) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), 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,

(f) 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

(g) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

2.08 **Close Up Re-Disclosure of SBBC Education Records and Employee Records.** Close Up will re-disclose the name and gender (from education records and employee records) to hotels for the purpose of securing hotel rooms and night monitor security. Close Up will redisclose medical information (from education records and employee records) to hospital in the event of an emergency. In addition, Close Up will post photos and likeness (audio, video, photograph, and/or quotes) of students and/or SBBC employees on their website and/or social media outlets. Prior written consent of the parent/guardian or student age 18 or over, is needed for the re-disclosures listed in this section. See **Attachment A**, Close Up Student Enrollment Form and **Attachment D**, Adult Close Up Enrollment Form.

2.09 **Third Party Safeguarding the Confidentiality of Education Records and Employee Records.** For any and all education records and employee records that Close Up rediscloses to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, Close Up shall ensure that those third parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. Close Up 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.

2.10 **Program Evaluation**.

(a) Primary Investigators of program evaluation studies conducted on behalf of the district by Close Up that impact the daily activities of students, parents, or staff, or require use of data from the same individuals must submit a Research Request to the District's Institutional Review Board (IRB) for review and approval prior to the initiation of any study-related activities. The District's IRB and Research Review Process reviews the design, procedures, and potential impact on school and district operations to ensure the following:

1) the purpose, scope, limitations, and duration of study is clearly outlined;
2) the protection of human subjects in the research process;
3) education records are only used for purposes of the identified study;
4) education records are only used by representatives of the organization identified in this agreement; and
5) the safe and confidential storage and transmittal of education records.

(b) The purposes of the studies to be conducted by the Close Up are to evaluate the effectiveness of the program and measure students' growth about American Government and their confidence for active citizenship.

(c) If applicable research or program evaluation activities conducted by Close Up cannot coincide with state or district testing.

(d) The duration of study activities commenced on the date of original agreement execution and must concluded at the end of business on June 30, 2027 and must be conducted during the term of this agreement. As IRB renewal is necessary, it must be submitted yearly during the duration of this agreement before expiration.

(e) Close Up shall destroy or return any disclosed information to SBBC when no longer needed for the purposes for which the study is to be conducted.

(f) Close Up shall comply with all requirements of the District's IRB and Research Review Process. Questions regarding this process may be directed to BCPS.IRB@browardschools.com.

2.11 **Auditing of Data Protection Controls**.

(a) Close Up or any of Close Up's subcontractors with access to SBBC data shall provide an attestation stating Close Up and/or Close Up's subcontractors with access to SBBC data have undergone a third-party audit and the security controls being used comply with acceptable security 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 Close Up or by any of Close Up's subcontractors with access to SBBC data under this Agreement.

(b) At a minimum, the audit shall show what controls are used to:

1) protect SBBC against unauthorized access, unauthorized disclosure, and damage;

2) reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data;

3) ensure SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet Close Up's objectives while also ensuring the data is protected from unauthorized use or disclosure; and

4) monitor compliance with established security controls.

(c) Additionally, Close Up and/or Close Up's subcontractors with access to SBBC data shall, at minimum, annually complete a third-party assessment of their security controls showing compliance with acceptable security standards and maintain compliance during the agreement. Close Up shall provide SBBC an attestation of continued compliance by Close Up and/or Close Up's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.12 **Inspection of Close Up's Records by SBBC**. Close Up 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 Close Up'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 Close Up 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 reproductions, SBBC's agent or authorized representative shall have access to Close Up'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 Close Up pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide Close Up reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to Close Up'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 Close Up 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 Close Up'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 Close Up in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Close Up. If the audit discloses billings or charges to which Close Up is not contractually entitled, Close Up shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, Close Up 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 Close Up 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 Close Up pursuant to this Agreement and such excluded costs shall become the liability of Close Up.

(g) Inspector General Audits. Close Up 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 **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<br>The School Board of Broward County, Florida<br>600 Southeast Third Avenue<br>Fort Lauderdale, Florida 33301 |
| With a Copy to: | Director, Bilingual/ESOL Department<br>The School Board of Broward County, Florida<br>600 Southeast Third Avenue<br>Fort Lauderdale, Florida 33301 |
| To Close Up: | Eric Adydan<br>CEO<br>Close Up Foundation, Incorporated<br>671 N. Glebe Rd., Suite 900<br>Arlington, VA 22203 |

With a Copy to: Jodi Miteva
Vice President, Business Development
Close Up Foundation, Incorporated
671 N. Glebe Rd., Suite 900
Arlington, VA 22203

2.14 **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.

2.15 **Background Screening.** Close Up 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 Close Up'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 Close Up or its personnel providing any services under this Agreement. Close Up 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 Close Up and its personnel. The parties agree that the failure of Close Up 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 Close Up to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. Close Up 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 Close Up'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.

2.16 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Close Up 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, Close Up 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. Close Up 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 Close Up does not transfer the public records to SBBC. Upon completion of the Agreement, Close Up shall transfer, at no cost, to SBBC all public records in possession of Close Up or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Close Up transfers all public records to SBBC upon completion of the Agreement, Close Up shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Close Up keeps and maintains public records upon completion of the Agreement, Close Up 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.**

2.17 **Liability**. 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.

(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 Close Up. Close Up 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 or due to the products, goods, or services furnished by Close Up, its agents, servants, or employees; the

equipment of Close Up, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Close Up or the negligence of Close Up's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Close Up, SBBC, or otherwise.

2.18 **Insurance Requirements.** Close Up shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. Close Up shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. Close Up shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000 per occurrence covering any services provided under this Agreement.

(c) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, Close Up shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. Close Up 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 Combined Single Limit. If Close Up does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000. In addition, an affidavit signed by Close Up must be furnished to SBBC stating the following: Close Up does not own any vehicles. If Close Up acquires any vehicles during the term of the Agreement, Close Up agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(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 Close Up to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar 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 in order to permit Close Up sufficient time to remedy any deficiencies. Close Up 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 insureds.

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. Close Up 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.

(i) 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.

2.19 **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.

2.20 **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 Close Up 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. Close Up further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Close Up 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. Close Up further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option

if Close Up (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) or more, the Agreement may be terminated at SBBC's option if Close Up 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.

2.21 **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.

2.22 **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.

2.23 **Proprietary Information.**

(a) 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.

(b) 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.

2.24 **Incorporation by Reference**. **Attachments A, B, C,** and **D** attached hereto and referenced herein are 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 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.

3.02 **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.

3.03 **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.

3.04 **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) 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.

3.05 **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.

3.06 **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 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.

3.08 **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 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.

3.09 **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 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 INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Lori Alhadeff, Chair

Date: November 13, 2024.

ATTEST:

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams Digitally signed by Kathelyn Jacques-Adams Date: 2024.10.24 11:36:24 -04'00' Note: Close Up Foundation, Incorporated - Rally to Tally

_____
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR CLOSE UP:**

(Corporate Seal)

CLOSE UP FOUNDATION,
INCORPORATED

ATTEST:

By: _____

_____, Secretary

Print Name: Eric Adyalan

-or-

Title: CEO

Morgan Stablein
Witness

Date: 10/24/24

_____
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 Virginia

COUNTY OF Arlington

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this October 24, 2024 (*date*) by Eric Adyalan (*name of officer or agent, title of officer or agent*) of Close Up Foundation (*name of corporation acknowledging*), a District of Columbia (*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 24 day of October, 2024.

My Commission Expires:

NATASHA NICOLETTE WILLIAMS
Notary Public
Commonwealth of Virginia
Registration No. 8067208
My Commission Expires Oct 31, 2027

(SEAL)

Natasha Williams
Signature – Notary Public

Natasha Williams
Printed Name of Notary

8067208
Notary's Commission No.

# ATTACHMENT A - CLOSE UP STUDENT ENROLLMENT FORM

## CLOSE UP STUDENT ENROLLMENT FORM

CLOSE UP

Every participant must complete an enrollment form to participate in the Close Up Program. All students and minors should complete this form with a parent or guardian. The enrollment form consists of multiple pages. Thank you for choosing Close Up and we look forward to having you on program soon!

Please complete your enrollment form and make a copy to keep it handy for your own reference.

### I. DISCLAIMER

Close Up welcomes participation on its programs without regard to gender, race, color, religion, sexual orientation, gender identity, national origin or disability.

The Close Up Program requires a level of education, maturity and independence of participants. Student must be capable of rooming with students from different parts of the county, keeping up with the intensity of program (8:00am-10:00pm each day), riding a charter bus throughout the week, participating in discussions on public policy issues, history and government with their peers throughout the day, attending seminars, following instructions on where and when to meet instructional staff for workshops, seminars, monument study time and meals and comfortable with the noise and crowds, and comply with all rules on program. I affirm that my student is capable of meeting these requirements.

Parent/Guardian Initials _____

### II. PARENT OR GUARDIAN INFORMATION

Parent/Guardian Name _____

Parent/Guardian Email _____

Parent/Guardian Phone _____

Best Phone Number in Case of Emergency _____

☐ I attended the Close Up Program as a student
☐ Register me as a Close Up alum for access to the Alumni Newsletter and professional network

### III. STUDENT INFO

This information will be used for identification on program and hotel room assignments. Students on Close Up are housed four to a room with students from their own school. It is Close Up's standard practice to room students by gender and/or gender identity. Close Up will work with schools to encourage and arrange rooming accommodations that protect and respect all students.

First Name _____

Last Name _____

Below, please input Student's Full Legal Name (this is the name of the participant who will travel on the Close Up program). This should match the ID s/he will bring on our program.

Student's Full Legal Name (If student is 18 years of age or older at the time of travel, s/he is required to bring a government-issued ID and this name must match the ID.) _____

Birth date (enter as mm/dd/yyyy) _____

Gender: ☐ Male ☐ Female ☐ Other/Non-binary

Email (needs to remain valid at all times before your program)

Mailing Address | City or Town | State | Zip

## IV. STUDENT MEDICAL INFO

Your answers to these questions will remain confidential.

In order to attend our program, you must bring these items with you to program:

1. A completed Medical Questionnaire and Consent for Treatment Form
2. Your Health Insurance card or a copy of the front and back (if you have health insurance).

Special arrangements require advance notice and planning. Please complete the section below.

Do you have difficulty with mobility that requires assistance to walk such as a wheelchair, crutches or cane? ☐Yes ☐No
Do you need Close Up to provide a wheelchair for you while on program? Please note, Close Up staff cannot push participants in wheelchairs. ☐Yes ☐No
Will you bring your own wheelchair on program? ☐Yes ☐No

I require (select all that apply):

- ☐ A lift bus.
- ☐ An ADA-accessible hotel room.

Are you visually impaired (other than corrective vision such as glasses or contacts)? ☐Yes ☐No

I need (select all that apply):

- ☐ To be provided with a tablet/iPad for use during the program.
- ☐ To be sent materials electronically to put on a personal device.
- ☐ A health technician.
- ☐ Large print materials.

Are you deaf or hard of hearing? ☐Yes ☐No

Do you have a disability, history of seizures, or any physically debilitating ailments? ☐Yes ☐No
If YES, please describe in detail below:

Do you need any additional accommodations to participate in the program? ☐Yes ☐No
If YES, please describe in detail below:

Although we work to mitigate any costs associated with medical needs, if you require specialized assistance, such as a health technician or sign language interpretation, you may incur additional charges.

If you have questions about or requests for special medical needs, contact Sharon at 800-256-7387. Please note that Close Up program staff is not responsible to assist with wheelchairs or medical equipment, or available to administer medication.

## V. DIETARY NEEDS

☐ I am vegan ☐ I am vegetarian ☐ I am gluten-free
☐ I have a severe food allergy or have Celiac disease
☐ Other:

If you checked any of the boxes above, what do you prefer to eat? Please note we will do our best to accommodate your dietary preferences, but we cannot guarantee specific meal requests.

## VI. DEMOGRAPHICS

For educational and funding reporting purposes, Close Up requests that you provide the following demographic information. Such information will remain confidential and will not be used at any time for selection or placement criteria for the Close Up programs. Please complete all items below. Your cooperation is greatly appreciated.

1. Your Grade

2. Are you a member of a farm/migrant community? ☐ Yes ☐ No

3. Which best describes your school district?
☐ Urban (city)
☐ Surburan (outsite city)
☐ Rural (country)

4. Check here if you are Hispanic or Latino: ☐

5. Which best describes you? (please select one or more)
☐ American Indian or Alaska Native
☐ Asian
☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander
☐ White

6. Check here if you are a citizen of the United States: ☐

## VII. TERMS & CONDITIONS FOR PARENTS/GUARDIANS & STUDENTS

I, the parent or guardian of the student ("Participant") submitting this enrollment, request that Participant be allowed to participate on your program and agree to these terms:

### 1. CAPABILITY TO PARTICIPATE

I understand that Close Up's program will require Participant to interact with students and Close Up staff in a variety of settings. Participant will engage in structured academic activities and "live and learn" with students who may be from other schools across the county.

On occasion, Participant may be directed by the instructor to leave the group and to explore an educational stop (i.e. at a museum) on their own or in a small group. It is the responsibility of Participant to follow instructions on the meeting time and location and take actions necessary to rejoin the group. Participant is ready to travel and is willing and able to meet these obligations, to treat everyone with respect, and to follow Close Up's rules of conduct at all times.

### 2. RULES OF CONDUCT ON PROGRAM

Participant shall: (a) show respect at all times during the program, including to students, teachers, Close Up staff, presenters, vendors, and digital communications; (b) be in Participant's hotel room before curfew; and (c) participate in all scheduled program activities unless previously excused by Close Up. Students shall not: (a) enter a hotel room not assigned to them; (b) leave program or have visitors without prior written permission from parents; or (c) possess or use alcoholic beverages, illicit drugs, or firearms or weapons of any kind. Close Up also prohibits the student use of any tobacco products or electronic nicotine delivery systems (e.g. e-cigarettes) while in Close Up hotels or participating in any component of the Close Up program.

I understand if Participant violates any of these rules as determined by Close Up, this violation will result in consequences up to and including expulsion. If expelled from the program, I authorize Close Up to send Participant home at my expense and with no refund due.

### 3. ROOMING ON PROGRAM

Students on Close Up are housed four to a room with students from their own school. It is Close Up's standard practice to room students by gender and/or gender identity. Close Up will work with schools to encourage and arrange rooming accommodations that protect and respect all students. Close Up uses hotel rooms that contain two double beds. In most circumstances, two students are expected to share each bed. If a school does not have multiples of four, students may have to room with students from a different school. Students from different schools will not share a bed. Close Up rooming policies are subject to change.

### 4. TRAVEL INSURANCE

Close Up has partnered with Travel Guard Group, Inc., which offers travel insurance plans. Participants should consult Travel Guard for detailed information about coverage options and their terms of service. If you have purchased travel insurance through Travel Guard and are no longer participating in a Close Up program, you must cancel your trip and inform Travel Guard of the trip cancellation prior to the departure date.

### 5. VALUABLES

Participant is advised to leave valuables at home. Participant may share hotel rooms, meeting space, and buses with students from other schools and communities. Close Up is not liable for lost or stolen items or for any use of personal property, such as Participant's cell phone, even if such use is by other program participants.

### 6. CELL PHONES AND ELECTRONIC DEVICE

I understand that the Close Up program depends on groups of students working together in various learning environments and that use of cell phones, tablets, and/or other similar devices during such times interferes with learning opportunities. Thus, Participant shall turn off their cell phone, tablet, and/or similar devices when requested by their instructor or program leader. In addition, Participant may not record video of participants or staff without consent to do so while on the Close Up program. Failure to comply with either of these policies is considered a violation of the Close Up respect rule.

**7. PHOTOS AND LIKENESS**

I consent to the use of, in any medium, Participant's name, likeness, audio, video, photograph, or quotes, including posting the same on Close Up's website or social media. Close Up may use Facebook, Twitter, Instagram, or other social media outlets to interact with Participant regarding issues related to the program. I understand and consent to this use of social media by and with Participant.

**8. DAMAGES**

I assume liability and full responsibility to pay for any and all damage to Close Up property or property of any Close Up vendors such as hotels, restaurants, seminar rooms, or buses caused by Participant while on program. Hotel damage includes, but is not limited to, cleaning charges for Participant's room in which there has been smoking as determined by the hotel while the Participant was on program. I will pay any and all charges for damage caused by Participant in accordance with the damaged vendor's policies.

**9. MEDICAL**

Participant must bring the following documents on a Close Up program: (1) a completed Medical Questionnaire Form; (2) a signed Consent for Treatment Form; and (3) their health insurance card or a copy of the front and back of the card (if the participant has health insurance). Participants are not required to have health insurance in order to participate in a Close Up program. If Participant, in the opinion of Participant's teacher or Close Up or its delegate, needs medical consultation or treatment, I authorize such consultation or treatment and authorize release of information as deemed necessary to treat Participant and to assist with related insurance matters. I authorize all medical providers to bill my insurer directly using the information included in the health insurance card I provided.

**10. MEDICATION AND DIETARY NEEDS**

Participant is responsible for their recurring medical treatments and medication without Close Up supervision. All medications, injections, or other treatments must be monitored and administered by the Participant. I will notify Close Up in advance of all medication that needs to be refrigerated. I understand that while Close Up will take reasonable measures to assist with dietary needs, Close Up cannot control or guarantee the contents of food products during travel. Participants with dietary allergies are ultimately responsible for inspecting all food for ingredients related to the allergy. Further, I understand that Close Up does not provide medical care, but that Close Up will help Participant get access to quality medical care should Participant require it while on program.

**11. GENERAL TRANSPORTATION AND PROGRAM SERVICES**

**CLOSE UP RESPONSIBILITIES - LIMITS**

Close Up aims to give each of our participants the best possible customer service and attention. All participants on a Close Up program should be aware that, in arranging transportation (including airline transportation), restaurants, hotels, and other accommodations or any other service, Close Up and its employees, booking agents, suppliers, and affiliates are acting only as an agent for the Participant. Close Up assumes no liability or responsibility for any accident, death, personal injury, illness, property damage, delay, or other loss or expense of any nature. All airline carriers, motor coach companies, hotels, restaurants, museums, or other persons and/or suppliers providing services to Close Up for our programs are independent contractors.

**SUPPLIER AGREEMENTS**

Close Up does not own, manage, control, run, or operate any transportation (including airline carriers and motor coach companies), hotel, restaurant, or any other supplier of services connected to our program. All program services are subject to the terms and conditions specific to the supplier of such service and to the laws in which the services are supplied.

**12. HOTEL**

Close Up is not liable for lost or stolen items from said storage room or for any use of personal property.

**13. DISCLOSURE**

I authorize Close Up to share all information on Participant's application with Close Up employees or their delegates whenever helpful to performing their duties.

**14. STUDENT SURVEY**

I authorize Participant to be a part of a pre- and post-program evaluation study of civic knowledge. All information collected in connection with this survey is confidential.

**15. CERTIFICATION**

I certify that all information on this application and any attachment is correct and I agree to advise Close Up in writing of all changes to the information that might occur between now and Participant's program start date.

☐ I have read and agree to the Close Up Foundation's terms and conditions.

Participant Signature Date

Parent/Guardian Signature Date

# ATTACHMENT B - GEORGETOWN

## Georgetown University Hospital

CONSENT FOR TREATMENT, RELEASES,
ACKNOWLEDGEMENTS AND FINANCIAL AGREEMENT FORM

**Students, you must bring to Washington:**
1. **This form (Consent for Treatment) - Completed & Signed**
2. **Medical Questionnare Form - Completed & Signed**
3. **Insurance Card (or copy of front and back)**

*By my signature on this form, I agree that I:*

**1. General Consent for Treatment.** Voluntarily consent to and authorize such care and treatments, including but not limited to physical or mental examination, diagnostic tests, medical procedures and medications ("Treatments"), by employees and authorized agents of Georgetown University Hospital("Hospital") as may be considered necessary or advisable in their professional judgment, and may include the drawing and testing for HIV (the virus that causes AIDS) and other blood borne diseases. I further acknowledge that no guarantees have been made regarding the effect such Treatments on any medical condition.

**2. Right to Refuse Treatments.** Understand that I have the right to make informed decisions regarding all care and Treatments, and that I should ask my health care professional to further clarify or explain anything I do not understand. This right includes the right to refuse any Treatments that I do not want.

**3. Assignment of Benefits / Financial Responsibility.** Authorize and Assign all claims for and payments of any insurance benefits, workers' compensation benefits, government agency and disability benefits, directly to the Hospital for services rendered. I further assign the proceeds of any settlements, judgments or verdicts from third party liability claims for injuries treated by the Hospital to the Hospital in an amount equal to the outstanding balance of all charges due and owing. I agree that any excess payments may be applied by Hospital to satisfy any outstanding accounts resulting from prior admissions or treatments. As the patient, responsible party, or guarantor of payment for patient, I agree to be responsible for all charges not covered by the patient's insurance coverage or other claims. I further agree that in the event payment is not made in full for all Hospital charges, that to the extent permitted by applicable law, I shall pay all Hospital costs of collection including reasonable attorney's fees and/or collection agency fees.

**4. Property Release.** Release the Hospital from any responsibility for valuables, money, personal or other possessions which are not properly deposited by me with the Hospital depository and that in any event the Hospital's maximum liability shall be $500.00.

**5. Acknowledgment of Receipt of Notice of Privacy Practices.** Acknowledge that I have received or decline the MedStar Health Notice of Privacy Practices and acknowledge that this notice is available for me to keep.

*For Georgetown University Hospital Use Only*

**Patient signature / acknowledgement of receipt of Notice of Privacy Practices not obtained because:**

☐ **Emergency patient**

☐ **Patient / Patient Representative declined to acknowledge** _____ **GUH Representative**

☐ **Patient / Patient Representative unable / unwilling to acknowledge receipt**

By signing below, I acknowledge that I have read, understand and agree to the terms and conditions of this form and that I am authorized as the patient or the Patient's Representative to sign this document and be bound by its terms.

_____ _____
Signature of Student Date

_____ _____
Signature of Parent/Guardian Date

_____ _____
Printed Name of Parent/Guardian Relationship to Student

_____
Address City State Zip

# Georgetown University Hospital

MEDICAL QUESTIONNAIRE FORM

**Students, you must bring to Washington:**
1. **This form (Medical Questionnaire) - Completed & Signed**
2. **Consent for Treatment Form - Completed & Signed**
3. **Insurance Card (or copy of front and back)**

Last Name _____ First Name _____ DOB _____

Height ft _____ in. _____ Weight _____ lbs. Date of last tetanus booster _____

Yes No

- ❑ ❑ Do you have difficulty with mobility and/or require assistance to walk such as a wheelchair, crutches, or cane? Describe _____
- ❑ ❑ Do you take any prescription or nonprescription medications regularly? Specify _____

Do you have or have you had in the past any of the following?

- ❑ ❑ A. Any orthopedic problems (acute or chronic sprains, casts)? Date Describe _____
- ❑ ❑ B. Cerebral palsy or other physically debilitating ailment such as MS, JRS, SLE, MD? Describe _____
- ❑ ❑ C. Any allergies severe enough to cause a reaction, such as hay fever or allergies to cigarette smoke, food, bee stings, or other insect bites? Any known drug allergies? Date of Reaction, Describe _____
- ❑ ❑ D. Professional help, evaluation, testing, or hospitalization for a physical or mental condition? Describe _____
- ❑ ❑ E. Any history of seizures, epilepsy, or convulsive disorder (controlled or not)? Describe _____
- ❑ ❑ F. Any gastrointestinal disorders such as nervous stomach, ulcer, or colitis? Describe _____
- ❑ ❑ G. Impaired hearing or deafness, significant loss of sight, or legal blindness? Describe _____
- ❑ ❑ H. Recent operations or significant operations in the past? Describe _____
- ❑ ❑ I. Asthma or any other problem of the respiratory or cardiac system? Describe _____
- ❑ ❑ J. Diabetes? Date Specify insulin type, dose, frequency, and testing method. Describe _____
- ❑ ❑ K. Are you pregnant? Due Date _____
- ❑ ❑ L. Any other chronic conditions ? Please be specific _____

I hereby certify that to the best of my knowledge the above information is complete and accurate.

_____ _____
Signature of Student Date

_____ _____
Signature of Parent/Guardian Date

_____ _____
Printed Name of Parent/Guardian Relationship to Student

# ATTACHMENT C - LIABILITY

CLOSE UP
WASHINGTON DC

# AUTHORIZATION AND RELEASE FROM LIABILITY

Close Up Foundation ("Close Up") is committed to providing a safe, memorable, and educational experience for all participants. As Close Up continues its restart of in-person programming, our policies, schedules, health/ safety protocols, and other components of program may be changed, modified, and/or replaced.

The undersigned is an adult participant on program or the Parent(s)/Legal Guardian(s) ("Parent") of a student who will be participating on in-person Close Up programming. In consideration for my or my Student's involvement in Close Up programming, I confirm agreement to the general Close Up Terms and Conditions and hereby agree to the following terms and conditions. Close Up reserves the right to modify this document as conditions warrant. In this Authorization and Release from Liability, adult participant and student participant may be referred to individually as "Participant" and collectively as "Participants".

1. **Voluntary Participation:** I understand that Participant's involvement in any Close Up program is entirely voluntary.

2. **Health Emergency Acknowledgement:** I understand that the COVID-19 Public Health Emergency is currently on-going. I understand that COVID-19 is an extremely contagious disease that can lead to severe illness and death, and that no list of restrictions, guidelines, or practices will remove 100% of the risk of exposure to COVID-19, as the virus can be transmitted by persons who are asymptomatic, and before some people show signs of infection.

3. **Inherent Risk Acknowledgement:** I understand that there is an inherent risk of exposure to COVID-19 during travel and in any public place where other people are present. I understand that Participant may touch shared surfaces, share a sleeping room with other participants, and participate in both indoor and outdoor activities with other participants. I acknowledge that Close Up and its vendors have instituted safety and health guidelines consistent with federal, state and local health agency recommendations but cannot guarantee that all participants will follow all protocols set out in these recommendations. I acknowledge that Close Up will not be confirming the vaccination status of participants prior to participation.

4. **Assumption of Risk:** Despite the protocols and procedures in place to mitigate the transmission of COVID-19 on Close Up, I understand and acknowledge there are inherent risks for the Participant. These risks include, but are not limited to exposure to COVID-19, becoming infected with COVID-19, or becoming a symptomatic or asymptomatic carrier of the virus. I understand that Participant's possible exposure to COVID-19 may result in Participant spreading the infection to other family members or other persons. I recognize that if Participant receives a positive diagnosis of COVID-19 while on Close Up, or if Participant is notified of COVID-19 exposure within 10 days before their Close Up trip, during their Close Up trip, or after their Close Up trip, they may encounter extended quarantine/self-isolation, additional tests, medical care, hospitalization, other potential complications, and the risk of death. I hereby acknowledge and assume the risks of Participant becoming infected with COVID-19 as a result of participation on a Close Up program.

5. **Waiver and Release of Liability:** I understand and agree that travel and participation in Close Up creates the risk of accident, illness, or injury. I further understand that Participant is subject to the procedures and operations of public vendors, including airlines, and assumes the risk inherent thereto. As discussed above, participation in Close Up during the duration of the COVID-19 pandemic creates the specific risk that Participant could be exposed to and/or infected by COVID-19. I release Close Up, its Board, Officers, employees, and agents from all claims, liability, and damages that Participant may have for personal injuries, illnesses, medical expenses, or other loss resulting from Participant's involvement in Close Up, including

those pertaining to exposure to or illness from COVID-19. I agree that this release includes personal injury, illness, medical expenses, or other losses caused by or resulting from negligence, active or passive, of Close Up, its Board, Officers, employees, and agents however, the release does not apply to liability for gross negligence, willful injury, or fraud, and is not intended to release Close Up insurers, if any, or non-agent third parties of any responsibility for any claims that may otherwise be asserted.

6. **Program Modifications:** I understand and accept that Close Up reserves the right to make modifications to the original program schedule to comply with local/state/federal laws, restrictions, and guidance, as well as to adhere to safety protocols and procedures put in place by Close Up, venues, or vendors.

7. **Mask Policy:** Masks are strongly recommended, but not required for all Close Up participants and staff. Masks will be required during all components in locations where masks are required. Close Up will provide masks to participants, if desired. Any changes to this policy will be made in accordance with local, state, and federal guidance and other best practices and will be communicated to Close Up Trip Coordinators as well as posted on Close Up's website.

8. **Adherence to Safety and Health Guidelines:** I acknowledge that Close Up has implemented enhanced safety protocols and reserves the right to implement further prudent and reasonable preventative protocols, policies, and procedures designed to reduce the spread of COVID-19 during Participant's involvement in a Close Up program. I have discussed this with Participant and acknowledge the importance of the shared responsibility to adhere to these protocols in order to reduce the risks of contracting or spreading the virus while Participant is on a Close Up program. I acknowledge and agree that Participant will abide by such guidelines, including but not limited to mask-wearing, hand-washing/sanitizing, physical distancing, and reporting any symptoms of COVID-19 that Participant may experience to Close Up staff immediately.

9. **Close Up COVID-19 Protocols:** I understand that Close Up reserves the right to make a number of programmatic changes, adjustments, and modifications as a result of the ongoing COVID-19 pandemic. I have read the Close Up Foundation COVID-19 Protocols document, and understand that Close Up will adhere to the safety guidelines laid out in that document. **I understand that I may incur significant costs if Participant is required to quarantine due to a positive COVID-19 test. I understand that if Participant is required to be quarantined, I will arrange for supervision and/or take custody of Participant at Close Up's program hotel within 24 hours of notice.** I understand that Close Up, in conjunction with its medical partners and local health officials, will make a determination of who is considered exposed to COVID-19 and will be required to take precautions. I understand that the Close Up Foundation COVID-19 Protocols document may be updated, and that I am responsible for reviewing updates posted to the Close Up Foundation COVID-19 Protocols.

10. **Testing and Vaccination:** It is possible Participant is already an asymptomatic carrier of the virus and that the Participant may infect other students, employees, or other individuals on Close Up. Therefore, I understand that Close Up strongly recommends that Participant a) be fully vaccinated against COVID-19 prior to their program start date, and b) take a COVID-19 rapid test 24 hours prior to departure and recieve a negative result. Participant should consult with their personal physician regarding travel protocols, testing, and risks associated with travel. I also understand that I am responsible for ensuring that Participant follows reasonable and/or necessary protocols upon returning home from a Close Up program.

11. **Eligibility to Participate on Close Up:** I confirm that Participant a) has not tested positive for COVID-19 in the 10 days before travel; and b) has not experienced COVID-19 symptoms in the 10 days before travel. If I cannot confirm any and all of requirements (a) through (b), Participant is not eligible to participate in a Close Up in-person program. **I will alert our Trip Coordinator and Close Up staff immediately if I am informed of any new information that would change Participant's eligibility to participate.**

12. **Centers for Disease Control and Prevention Information:** I have reviewed applicable current information regarding COVID-19 and precautionary measures published by the Centers for Disease Control and Prevention

(https://www.cdc.gov/coronavirus/2019-ncov/index.html), as well as state and local health departments, and am permitting the Participant to participate in Close Up activities with a full understanding of such information. I acknowledge that I have discussed this information with Participant, who agrees to participate on Close Up activities with an understanding of this information.

13. **Miscellaneous:** The releases contained within this Authorization and Release from Liability are for the benefit of Close Up and are binding on the Participant, Parents/Guardians, their heirs, beneficiaries, legal representatives, executors, administrators, and assigns. This Authorization and Release from Liability shall be governed by the laws of the State of Virginia. If any clause, sentence, paragraph or other provision of this Authorization and Release from Liability is, for whatever reason, deemed void, or otherwise unenforceable, then such language shall be severed and the rest of the Authorization and Release from Liability shall remain in full force and effect.

By signing this Authorization and Release from Liability, **I acknowledge and represent that I have read the Authorization and Release from Liability, fully understand it, and agree to its provisions as a condition for participation in a Close Up program,** and sign it voluntarily as my own free act on behalf of myself, and, if applicable, as the Parent or Legal Guardian of the Participant, on behalf of the Participant. Each Parent/Guardian should sign this Authorization and Release from Liability; however, it may be signed by a single Parent or Guardian who has the authority to enter such agreements on behalf of the Participant and/or the consent of all other Parents or Guardians to do so. The submission of the Authorization and Release from Liability with the signature of a single Parent/Guardian will constitute the representation of that Parent/Guardian that they have the necessary authority and consent. No oral representations, statements, or inducements apart from the foregoing Authorization and Release from Liability that has been reduced to writing have been made. Close Up reserves the right to modify this document as conditions warrant.

Participant Signature _____ Date _____

Parent/Guardian Signature _____ Date _____

# ATTACHMENT D - CLOSE UP ADULT ENROLLMENT FORM

## ADULT CLOSE UP ENROLLMENT FORM

CLOSE UP

Thank you for choosing Close Up and we look forward to having you on program soon!

Please complete your enrollment form and make a copy to keep it handy for your own reference.

### I. DISCLAIMER

Close Up welcomes participation on its programs without regard to gender, race, color, religion, sexual orientation, gender identity, national origin or disability.

### II. ADULT INFORMATION

This information will be used for identification on program and hotel room assignments. Adults on Close Up are housed two to a room with adults from their own school. It is Close Up's standard practice to room students by gender and/or gender identity. Close Up will work with schools to encourage and arrange rooming accommodations that protect and respect all adults.

Name

Email

Phone

Best Phone Number in Case of Emergency

☐ I attended the Close Up Program as a student
☐ Register me as a Close Up alum for access to the Alumni Newsletter and professional network

Birth date (enter as mm/dd/yyyy)

Gender: ☐ Male ☐ Female ☐ Other/Non-binary

Mailing Address

City or Town

State

Zip

### III. ADULT MEDICAL INFO

Your answers to these questions will remain confidential.

Emergency Contact Name

Best Phone Number in Case of Emergency

In order to attend our program, you must bring these items with you to program:

1. A completed Medical Questionnaire and Consent for Treatment Form
2. Your Health Insurance card or a copy of the front and back (if you have health insurance).

Special arrangements require advance notice and planning. Please complete the section below.

Do you have difficulty with mobility that requires assistance to walk such as a wheelchair, crutches or cane? ☐ Yes ☐ No
Do you need Close Up to provide a wheelchair for you while on program? Please note, Close Up staff cannot push participants in wheelchairs. ☐ Yes ☐ No
Will you bring your own wheelchair on program? ☐ Yes ☐ No

I require (select all that apply):

- ☐ A lift bus.
- ☐ An ADA-accessible hotel room.

Are you visually impaired (other than corrective vision such as glasses or contacts)? ☐Yes ☐No

I need (select all that apply):

- ☐ To be provided with a tablet/iPad for use during the program.
- ☐ To be sent materials electronically to put on a personal device.
- ☐ A health technician.
- ☐ Large print materials.

Are you deaf or hard of hearing? ☐Yes ☐No

Do you have a disability, history of seizures, or any physically debilitating ailments? ☐Yes ☐No
If YES, please describe in detail below:

Do you need any additional accommodations to participate in the program? ☐Yes ☐No
If YES, please describe in detail below:

Although we work to mitigate any costs associated with medical needs, if you require specialized assistance, such as a health technician or sign language interpretation, you may incur additional charges.

If you have questions about or requests for special medical needs, contact Sharon at 800-256-7387. Please note that Close Up program staff is not responsible to assist with wheelchairs or medical equipment, or available to administer medication.

## IV. DIETARY NEEDS

☐ I am vegan ☐ I am vegetarian ☐ I am gluten-free
☐ I have a severe food allergy or have Celiac disease
☐ Other:

If you checked any of the boxes above, what do you prefer to eat? Please note we will do our best to accommodate your dietary preferences, but we cannot guarantee specific meal requests.

## V. TERMS & CONDITIONS FOR ADULTS

### 1. ADULT/TEACHER PARTICIPATION

I understand that I am on program to observe and collaborate with Close Up staff who will serve as instructors and chaperones to the students.

### 2. STUDENT PARTICIPATION

I understand the Close Up program requires a level of education, maturity, and independence of all student participants. I confirm that my students are comfortable with the noise and crowds in Tallahassee, FL, and/or other program locations and are capable of engaging with students from different parts of the county (as applicable); keeping up with the rigorous physical and academic demands of program (8:00am - 10:00pm each day); riding a charter bus throughout the week; participating in discussions on public policy issues, history, and government with their peers throughout the day; attending seminars; and following instructions on where and when to meet instructional staff for workshops, seminars, monument study time, public transportation (as applicable), and meals.

I have informed my students that they are expected to follow Close Up rules and policies at all times. In addition to those set out above, these rules and policies further include; (a) showing respect at all times during the program, including to students, teachers, Close Up staff, presenters, vendors, and digital communications; (b) being in their hotel room before curfew; and (c) participating in all scheduled program activities unless previously excused by Close Up. Students shall not: (a) enter a hotel room not assigned to them; (b) leave program or have visitors without prior written permission from me and their parents/guardians; or (c) possess or use alcoholic beverages, illicit drugs, firearms, or weapons of any kind. Close Up also prohibits the student use of any tobacco products or electronic nicotine delivery systems (e.g. e-cigarettes) while in Close Up hotels or participating in any component of the Close Up program.

I agree to be available to assist with my students' compliance in these matters as appropriate, including but not limited to, the occurrence of a violation of the Close Up rules and policies by any of my students. I further agree that in the event of any non- compliance with Close Up rules and policies, I will be available to facilitate communication with my students' parents or legal guardians and school.

I understand if any of my students violate any of these rules as determined by Close Up, this violation will result in consequences up to and including expulsion. If expelled from the program, Close Up will send the student home at the student's/parent's/legal guardian's expense with no refund due.

### 3. VALUABLES

I acknowledge that Close Up is not liable for any lost or stolen personal items and understand my students and I may share hotel rooms, meeting space, and buses with participants from other schools/communities. Therefore, I will advise my students to leave valuables at home and assume any risk should I choose to bring valuables on program.

Close Up is not liable for any use of personal property, such as cell phones, even if such use is by other program participants. I understand that Close Up's program depends on groups of students working together in various learning environments and that use of cell phones, tablets, and/or other similar devices during such times interferes with learning opportunities. Thus, I will advise my students to keep their cell phones, tablets, and similar devices turned off at all times during program. The exception to this rule is if the instructor specifically authorizes students to use their phone or electronic device. I will also advise my students that they may not record video of participants or staff without consent to do so while on the Close Up program. I understand that failure to comply with either of these policies is considered a violation of the Close Up respect rule.

### 4. PHOTOS AND LIKENESS

I consent to the use of, in any medium, my name, likeness, audio, video, photograph, or quotes, including posting the same on Close Up's website or social media. Close Up may use Facebook, Twitter, Instagram, or other social media outlets to interact with me regarding issues related to the program. I understand and consent to this use of social media by and with me.

## 5. DAMAGES

I assume liability and full responsibility to pay for any and all damage to Close Up property or property of any Close Up vendor such as hotel, restaurant, seminar room, or bus I have caused while on program. Hotel damage includes, but is not limited to, cleaning charges for my room in which there has been smoking as determined by the hotel while I was on program. I will pay any and all charges for damage caused in accordance with the damaged vendor's policy.

## 6. MEDICAL

I understand that Close Up does not provide medical care to any program participant (student or adult), and I confirm I have informed my students and their parents or legal guardians of this policy. Rather, in the event of illness or accident, Close Up provides access to Georgetown University Hospital Department of Pediatrics and/or local medical facilities. I will instruct each of my students to bring the following three items, as required, while on the Close Up program: (1) a completed Medical Questionnaire Form; (2) a signed Consent for Treatment Form; and (3) their health insurance card or a copy of the front and back of the card (if the participant has health insurance). Participants are not required to have health insurance in order to participate in a Close Up program.

Additionally, if a student needs recurring medical treatments and/or medication, I understand the student is responsible for these treatments and/or medication without Close Up supervision. All medications, injections, or other treatments must be monitored and administered either by me or the student. I will notify Close Up in advance of all medication that needs to be refrigerated. I understand that while Close Up will take reasonable measures to assist with dietary needs, Close Up cannot control or guarantee the contents of food products during travel. Students and adults with dietary allergies are ultimately responsible for inspecting all food for ingredients related to the allergy.

In the event of a medical emergency involving one of my students, I agree to be available to accompany my student to the medical care facility if necessary, facilitate communication with my student's parents/legal guardians and school concerning my student's status, and complete any other activity as required until my student is able to fully participate in the Close Up program.

## 7. GENERAL TRANSPORTATION AND PROGRAM SERVICES

### MODIFICATION TO TRAVEL TERMS AND CONDITIONS

Close Up reserves the right to correct any errors or omissions in its published materials and to amend these Travel Terms and Conditions at any time. All amended Travel Terms and Conditions shall automatically be effective upon being posted by Close Up to our website CloseUp.org.

Close Up participants should check their accounts at CloseUp.org prior to travel to ensure they are up to date on any changes.

### CLOSE UP RESPONSIBILITIES - LIMITS

Close Up aims to give each of our participants the best possible customer service and attention. All participants in a Close Up program should be aware that, in arranging transportation (including airline transportation), restaurants, hotels, and other accommodations or any other service, Close Up and its employees, booking agents, suppliers, and affiliates are acting only as an agent for the participant. Close Up assumes no liability or responsibility for any accident, death, personal injury, illness, property damage, delay, or other loss or expense of any nature. All airline carriers, motor coach companies, hotels, restaurants, museums, or other persons and/or suppliers providing services to Close Up for our programs are independent contractors.

### SUPPLIER AGREEMENTS

Close Up does not own, manage, control, run, or operate any transportation (including airline carriers and motor coach companies), hotel, restaurant, or any other supplier of services connected to our program. All program services are subject to the terms and conditions specific to the supplier of such service and to the laws in which the services are supplied.

## 8. HOTEL

Close Up is not liable for lost or stolen items from said storage room or for any use of personal property.

**9. ADULT ROOMING**

Adults are placed in double rooms (a hotel room with two double beds) with another adult of the same gender at random from the entire program group, unless a roommate has been provided before the program start date. I understand that this means I may be rooming with an adult from another school/community while on Close Up.

Adults may request a single room at an additional cost. That cost varies depending on the length of program. The cost and option to select a single room will be provided to you upon completion of your enrollment form. I understand that cost must be paid in full before my program start date.

**10. WEAPONS AND FIREARMS**

I understand that the possession or use of a firearm or any other dangerous weapon by me or any adult or student participant on any component of or activity related to program is strictly prohibited.

**11. APPROVALS**

I have obtained all the approvals needed to bring students on program.

**12. DISCLOSURE**

I authorize Close Up to share the information on my students' and my enrollment and related forms with Close Up employees or their designees whenever helpful to performing their duties.

**13. BACKGROUND CHECKS**

I attest that I have undergone a background check for criminal records consistent with the requirements of the school district, which is current and does not provide any reason to prohibit me from chaperoning student participants on the Close Up program.

**14. CERTIFICATION**

I certify that all information on this form and any attachment is correct and I agree to advise Close Up in writing of all changes to such information that might occur between now and the program start date.

Participant Signature Date

Parent/Guardian Signature Date

**FIRST AMENDMENT TO AGREEMENT**

**THIS FIRST AMENDMENT TO VENDOR 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

**CLOSE UP FOUNDATION, INCORPORATED**
(hereinafter referred to as "Close Up"),
whose principal place of business is
671 N. Glebe Rd., Suite 900
Arlington, VA 22203

**RECITALS**

A. **WHEREAS**, SBBC and Close Up entered into a Close Up Agreement that commenced on November 13, 2024 and expires on June 30, 2027 ("Agreement"); and

B. **WHEREAS**, as part of the Title III, Part A Grant for English Language Learners and Recently Arrived Immigrant Grant, SBBC will sponsor eligible students in grades 6th to 11th to attend a civic, government, and youth policy program and exhibition in Tallahassee and Broward County; and SBBC intends to provide instructional and community engagement opportunities for English Language Learners; and

B. **WHEREAS,** the Agreement permits two (2) one (1) year extension through a written amendment to the Agreement; and

C. **WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement 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:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

(a) The following provisions – section *2.02(a)and(c), 2.03(a)2)3), 2.03(b)2)3), 2.05, and 2.07* - **replace** the respective provisions in the Agreement, by interlineation, as follows:

2.02 **Scope of Services**.

(a) Rally to the Tally for New Floridians – Middle and High School - Close Up shall provide to SBBC materials and services for up to one hundred fifty (150) high school students and up to one hundred (100) middle school students throughout the Broward County School District for a 4-day/3-night program in Tallahassee, which also includes visits to Florida Agricultural and Mechanical University (FAMU), the University of Florida (UF) and University of Central Florida (UCF). The program will focus on basic themes in American Democracy, representative government in the United States, and civic and community engagement.

(c) Close Up shall accommodate seventeen (17) educators from the high school and twelve (12) educators from the middle school who will attend the program on full fellowship.

2.03 **Cost of Services and Payment**.

(a) Cost. The cost to SBBC for the products and services under this Agreement that Close Up will provide is a total of One Million Twenty Five Thousand Dollars ($1,025,000.00) as detailed below:

2) July 1, 2025 through June 30, 2026. The cost to SBBC for the products and services under this agreement for the time period of July 1, 2025, through June 30, 2026 is Three Hundred Ninety Three Thousand Five Hundred Dollars and 00/100 Cents ($393,500.00).

3) July 1, 2026 through June 30, 2027. The cost to SBBC for the products and services under this agreement for the time period of July 1, 2026 through June 30, 2027 is Four Hundred Six Thousand Five Hundred Dollars and 00/100 Cents ($406,500.00).

(b) Payment.

2) July 1, 2025 through June 30, 2026. Subsequent to July 1, 2025, and subsequent to the completion of the delivery of the products and services under this Agreement to SBBC for the time period of July 1, 2025 through June 30, 2026, Close Up shall submit a proper and appropriate invoice in the amount of Two Hundred Thirty-Two Thousand Five Hundred Dollars and 00/100 Cents ($232,500.00), and SBBC will pay Close Up within thirty (30) days of the date of same proper and appropriate invoice.

3) July 1, 2026 through June 30, 2027. Subsequent to July 1, 2026, and subsequent to the completion of the delivery of the products and services under this Agreement to SBBC for the time period of July 1, 2026 through June 30, 2027, Close Up shall submit a proper and appropriate invoice in the amount of Two Hundred Forty Thousand Dollars and 00/100 Cents ($240,000.00), and SBBC will pay Close Up within thirty (30) days of the date of same proper and appropriate invoice.

2.05 **CLOSE UP Safeguarding the Confidentiality of Education Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, CLOSE UP shall:

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) 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;

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

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.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, CLOSE UP shall:

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) 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;

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;

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;

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;

6) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

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;

8) purge education records from any media once the media is no longer in use or is to be disposed; and

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.

(c) Liability. CLOSE UP 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.

(d) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.07 **CLOSE UP Safeguarding the Confidentiality of Employee Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, CLOSE UP shall:

1) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

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;

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

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.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, CLOSE UP shall:

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) 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;

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

4) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

(c) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

3. **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 First Amendment to Agreement; then
(b) the Agreement.

4. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

5. **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.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this First Amendment to Agreement upon the date of the last signature below.

**[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: _____

_____
**Howard D. Hepburn**
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

**[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR VENDOR:**

(Corporate Seal)

ATTEST:

Close Up Foundation, Incorporated

By: _____
Signature

_____
Corporate Secretary Signature
Print Name: _____

Print Name: Eric Adydan

-or-

Title: CEO

_____
Witness Signature
Print Name: Jodi S Mitera

Date: 1/29/26

_____
Witness Signature
Print Name: John Hallen

**The Following Notarization is Required for Every Agreement Without Regard to Whether the VENDOR Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 1/29/2026 (*date*) by Eric Adydan. (*name of officer or agent, title of officer or agent*) of Close Up Foundation (*name of corporation acknowledging*), a Virginia (*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 29th day of January, 2026.

My Commission Expires:

_____
Notary Public Signature

(SEAL)

Chrysla Gui
Printed Name of Notary

8057533
Notary's Commission No.

CHRYSLA GUI
Notary Public
Commonwealth of Virginia
Registration No. 8057533
My Commission Expires Apr 30, 2027

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | 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:**

**AGR25-126 - Digital Credential Software System**

**REQUESTED ACTION:**

**Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Instructure, Inc., and the spending authority of $17,663.46. 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:**

$17,663.46. Funding is allocated from the ATC Workforce budget and will be reflected in the FY26 adopted budget.

**STRATEGIC PLAN ALIGNMENT:**

**Student Focus Outcomes**

College and Career Readiness/Acceleration **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 Feb 24, 2026

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

Approved in Open Board Meeting On: March 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 Instructure, Inc.**
**AGR25-126 - Digital Credential Software System**

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**Board Meeting Date:** March 10, 2026

**Requested Action:**
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Instructure, Inc., and the spending authority of $17,663.46.

**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 Board votes "Yes":** The Broward Technical Colleges will be able to use workforce funds to purchase access to the Parchment transcript platform.
**-If the Board votes "No":** Broward Technical College students will not have access to a platform which can electronically submit post-secondary transcripts, credentials and certificates to other colleges and employers which may limit opportunities for college enrollment, and career advancement..

**Background/History**
Instructure, Inc. offers a platform called Parchment. The Broward Technical Colleges offer postsecondary students and alumni the ability to send official transcripts and credentials to prospective colleges and employers using the Parchment platform.

Agreement Term: March 10, 2026, through April 19, 2028; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

**Alignment to 2027 Goals and Guardrails:**
Goal 4: College and Career Readiness/Acceleration
Guardrail 2: Equity

**Measurable Outcome(s)/Return on Investment:**
During the term of this Agreement, approximately two thousand (2000) post-secondary students will use the Parchment service. This Agreement will increase the number of students who are prepared to enter the workforce at the completion of their program.

**Financial Impact, Funding Source & Budget Status:**
There is a financial impact to the District in the amount of $17,663.46. Funding is allocated from Workforce budget and will be reflected in the FY26 adopted budget.

| ACTION | BOARD DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT | TERM (months) |
|---|---|---|---|---|---|
| Agreement - original spending authority request | 3/10/2026 | Yes FY26 | Workforce Budget Fund: 1000 | $5,603.00: FY25-26; $5,883.15: FY26-27; $6,177.31: FY27-28; | 36 |
| **Total Agreement Amount** | | | | **$17,663.46** | **36** |

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, there is a cost savings for operational efficiency achieved by this multi-year Agreement. A new bid will annually yield higher prices, based on the current market conditions.

Agreement Term: March 10, 2026, through April 19, 2028; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

**Procurement Method:**
Pursuant to Purchasing Policy 3800, Sections III(D) and (E), and as authorized by Florida Administrative Code Rule 6A-1.012(11)(b) and (14), the requirement to request competitive solicitations from three or more sources is hereby waived for the purchase of educational services including but not limited to, computer software and for information technology.

**Impact on Schools:**
This product will be used at the Broward Technical Colleges (Atlantic, McFatter, and Sheridan) to provide transcript and credential services to postsecondary students and alumni.

**If there is an impact on schools, how will schools be selected/prioritized:**
All Broward Technical College postsecondary schools.

**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):** | AGR25-126 | **Preparation Date:** | February 10, 2025 |
| **Previous Bid # (Ex: 10-004R):** | | **Buyer/PA:** | THAIS SOUZA |
| **New Bid Award Total:** | $17,663 | **Bid Title:** | Digital Credential Software |
| **Previous Award Total:** | | | |
| **Bid Type:** | NEW BID | | |
| **Previous Bid Term (Start Date):** | | **New Bid Term (In Months):** | 36 |
| **Previous Bid Term (End Date):** | | **# 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:** |
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| | **PO VENDOR SPEND:** | |
| | **P-CARD SPEND:** | $ - |
| | **TOTAL SPEND:** | |

**NOTES (Type Below):**

| Default Funding Source* | | Department/School & Sign-off Information* | |
|---|---|---|---|
| **Cost Center** | 3484522210 | **Name** (First & Last) | Neeta E. Rancourt |
| **Fund** | 1000 | **Title** | Director |
| **Functional Area** | 5653000000000000 | **Department/School Name** | Atlantic Technical College and Technical High School |
| **Commitment Item** | 53690000 | **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

**INSTRUCTURE, INC.**
(hereinafter referred to as "VENDOR" or "Instructure"),
whose principal place of business is
6330 South 3000 East, Suite 700, Salt Lake City, Utah 84121

A. **WHEREAS**, SBBC needs a software solution to provide transcripts on demand to students; and

B. **WHEREAS**, VENDOR is the owner of a software solution called "Parchment"; and

C. **WHEREAS**, SBBC desires to utilize and VENDOR is willing to provide SBBC with access to Parchment; and

D. **WHEREAS**, pursuant to SBBC Policy 3800, Sections III(D) and (E), and as authorized by Florida Administrative Code Rule 6A-1.012(11)(b) and (14), the requirement to request competitive solicitations from three or more sources is hereby waived for the purchase of educational services including but not limited to, computer software and for 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**. The term of this Agreement commences on the date of last execution below and concludes on April 19, 2028, unless terminated earlier pursuant to section 3.5 of this Agreement. This Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods.



1662
Instructure Legal Approved

2.2 **Description of Services**. VENDOR shall provide SBBC with access by SBBC Authorized Users to its software solution for the purpose of providing transcripts on demand to students and other credential owners.

2.2.1 **VENDOR Responsibilities**. VENDOR shall provide subscription access to its software solution to SBBC and SBBC's postsecondary students (each an "Authorized User") and deliver credentials, for up to the total number of students set forth in the chart in Section 2.4.1.1, and shall also provide access to its software solution for SBBC and Authorized Users to request and purchase additional electronic and hard copy transcripts in digital and/or print form. VENDOR shall:

2.2.1.1 Configure an SBBC specific ordering site to allow requests from Credential Owners (current or former students) for paper or electronic transcripts, using the activation toolset provided by VENDOR.

2.2.1.2 Provide secure certified PDF transcripts with Adobe Blue Ribbon certificate.

2.2.1.3 Consent for credential requests will be provided online by the Credential Owner or authorized parent/guardian, if Credential Owner is age eighteen (18) years or under.

2.2.1.4 Securely deliver electronic Credentials to any Credential Recipient (including third-party recipients), as the Credential Owner's consent requests.

2.2.1.5 Provide a portal for SBBC's registrar's office to view all Credential requests, run real-time analytics and process walk-up orders.

2.2.1.6 Provide credential requestors the ability to upload any supporting documentation to be delivered with the credential.

2.2.2 **SBBC Responsibilities**. SBBC is responsible for the use of the Services by Authorized Users while on SBBC systems, in compliance with this Agreement and the Acceptable Use Policy provided within the Services and available at https://www.instructure.com/policies/acceptable-use (the "AUP") (Exhibit A). SBBC agrees to reasonably assist with an Authorized User's adherence to the AUP. SBBC further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set by VENDOR; (b) obtain from Authorized Users any consents necessary under this Agreement or to allow VENDOR to provide the Services; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services; (d) notify VENDOR promptly of any such unauthorized access or use of which it learns; and (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Services.

2.3 **Additional Terms**. Prohibited uses of the Services shall include: (a) selling, sublicensing, or otherwise transferring or providing access to the Services, or any output from the Service, to any third party except as expressly authorized under this Agreement; (b) using or accessing the Services for competitive purposes; (c) copying, modifying, adapting, or creating derivative works from any feature, function, interface, or graphic in the Services; (d) removing or modifying VENDOR'S policies, notices or proprietary markings displayed within the Service or on output from the Services; (e) using, interfering with, overloading, probing, scanning, disrupting, altering, translating, or modifying the Service, or circumventing the integrity, security or performance of the Services; (g) permitting direct or indirect access to or using the Services in a way that circumvents the contractual usage limit; (h) attempting to gain unauthorized access to the Services, its related systems or networks; (i) using the Services to store or transmit any malicious code or data, infringing, libelous, or otherwise unlawful or tortious material, or material which violates any third-party privacy rights; (j) modifying, reverse engineering, decompiling, disassembling, decrypting, extracting, or otherwise attempting to derive or determine the source code, underlying ideas, algorithms, structure, organization, or training data associated with the Services; or (k) using the Services to distribute software or tools that gather information, distribute advertisements, or engaging in conduct that may result in retaliation against Instructure or its data, systems, or networks. Violation of any of the foregoing prohibitions by SBBC or its Authorized Users will be a material breach of this Agreement. Use and access to the Application Program Interface ("API"), to the extent applicable, will be subject to the Instructure API Policy available at https://www.instructure.com/policies/api-policy.

2.4 **Cost and Payment for Goods and Services**.

2.4.1 Subscription Cost and Payment.

2.4.1.1 Subscription Cost. The annual subscription cost to SBBC for the Goods and Services satisfactorily rendered under this Agreement is described in the chart below. As part of the subscription costs below, currently enrolled adult postsecondary students (up to 2,000 students) will receive one free transcript request.

| SUBSCRIPTION COSTS – INITIAL TERM | | | |
|---|---|---|---|
| Year 1 | Year 2 | Year 3 | TOTAL COSTS (for up to 2,000 students) |
| $5,603.00 | $5,883.15 | $6,177.31 | $17,663.46 |

| SUBSCRIPTION COSTS FOR OPTIONAL RENEWAL TERMS | | |
|---|---|---|
| Optional Renewal 1 | Optional Renewal 2 | TOTAL ESTIMATED COSTS |
| $6,486.16 | $6,810.47 | $13,296.63 |

2.4.1.2 Subscription Payment: After Board approval of this Agreement, the VENDOR will submit an appropriate invoice to SBBC for the initial year subscription cost totaling Five Thousand Six Hundred and Three Dollars and 00/100 Cents ($5,603.00). SBBC shall pay said invoice within thirty (30) days after receipt of same. Thereafter, on or before August of each year of the Agreement term, VENDOR shall submit an appropriate invoice for each year of the Agreement term. SBBC will pay each invoice within thirty (30) days after receipt of said invoice.

2.4.2 Credential Cost and Payment. FOR CURRENT STUDENTS (after their first free transcript), ALUMNI, AND OTHER AUTHORIZED CREDENTIAL REQUESTORS

Credential Costs

2.4.2.1 Students (after the first free transcript), alumni, or other authorized third-party credential requestors will be able to request the following credentials: transcripts, enrollment or graduation verification from VENDOR for a fee of $4.65 per transcript or $12.75 per enrollment verification or graduation verification.

2.4.2.2 VENDOR provides an electronic delivery system. However, credential owners may elect to print and mail their credentials at the time of request, subject to additional fees. The print and mail fees are: $2.75 for US domestic paper delivery (including first class postage) and $5.40 for international paper delivery (including first class postage).

Credential Payment

2.4.2.3 Payment for the credentials described in 2.4.2.1 and 2.4.2.2 are made by the student, alumni, or other authorized third-party credential requestor at the time it is ordered through the VENDOR's software portal.

2.5 **SBBC Disclosure of Education Records.**

2.5.1 SBBC staff and/or students will provide VENDOR with the education records listed in this section for the following purpose(s):

2.5.1.1 To provide digital credentials or transcripts to students.

2.5.1.2 To share digital and print credentials or transcripts with academic institutions or employers, at the request of the student or an authorized third-party requestor.

2.5.1.3 SBBC staff and/or students will provide VENDOR with the following education records via uploading to a cloud-based, private SBBC portal in an encrypted format:

2.5.1.3.1 Student's first and last name
2.5.1.3.2 Digital credentials (student transcripts)
2.5.1.3.3 Student identification number
2.5.1.3.4 Student transcript of courses
2.5.1.3.5 Student technical certificates
2.5.1.3.6 Student industry credentials
2.5.1.3.7 Student basic skills test results
2.5.1.3.8 Student permanent record card for Practical Nursing

2.6 **VENDOR Safeguarding 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 applicable 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 applicable 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 or permitted under 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, to the extent applicable to the Services; and

2.6.1.4 notify the SBBC Privacy Officer immediately, but no later than 72 hours, upon discovery of an unauthorized disclosure of or access to SBBC's education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and work with SBBC in relation to any notification steps as may be required by applicable 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;

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 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 Be responsible for any fines or penalties solely as pursuant to Section 2.6.3 and at the limitations of liability set forth under Section 2.17.2;

2.6.2.6 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;

2.6.2.7 purge education records from any media consistent with VENDOR's data-retention policies; and

2.6.2.8 return, at SBBC's request, all education records to SBBC (at no additional cost and in Common Cartridge format; or such other open industry standard format as may be agreed by the parties) following 90 days of termination of this Agreement, or at SBBC's request, purge the education records in compliance with the applicable Florida Retention Schedules and, at SBBC's request, 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. To the extent that an Education Records Data Breach or Employee Records Data Breach (each, a "Data Breach") is caused by VENDOR or otherwise results from VENDOR's failure to comply with its obligations under this Agreement, and subject to the limitations of liability set out herein, VENDOR will indemnify SBBC for reasonable out-of-pocket remediation costs incurred by SBBC in connection with a third party claim related to that Data Breach. "Reasonable

out-of-pocket remediation costs" consist of: (a) commercially reasonable out-of-pocket expenses for legally required notifications of SBBC's end users of the VENDOR-caused Data Breach and (b) actual costs of payments, fines, penalties, or sanctions imposed by a court, tribunal, arbitration panel, government body or regulatory agency for a VENDOR-caused Data Breach. SBBC must document all such reasonable out-of-pocket remediation costs and, upon VENDOR's request, shall provide such documentation for VENDOR's audit. For avoidance of doubt, the reasonable out-of-pocket costs reimbursed by VENDOR under this Section will be characterized as direct damages.

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 facilitate account provisioning
2.7.1.2 Define user roles and permissions
2.7.1.3 Provide employee access

2.7.2 SBBC staff will provide VENDOR with the following employee records, via secure email:

2.7.2.1 Employee's first and last name
2.7.2.2 Employee title
2.7.2.3 SBBC email address
2.7.2.4 Building assignment/work location
2.7.2.5 SBBC phone number

2.7.3 The requirements of this section 2.7 shall supersede any uses and disclosures of employee records or the like as listed in VENDOR privacy policies, if any.

2.8 **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 applicable 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 or permitted under this Agreement or as required or permitted by applicable 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 within 72 hours upon discovery of an unauthorized disclosure of or access to employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and work with SBBC in relation to any notification steps as may be required by applicable 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, but in no event later than 72 hours, upon discovery of an unauthorized disclosure of or access to confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and work with SBBC in relation to any notification steps as may be required by applicable federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

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 Re-Disclosure of SBBC Education Records and Employee Records**. With written consent of the student, VENDOR will re-disclose education records and employee records listed via the delivery method requested by the requestor (third-party), including, but not limited to electronically or hard copy. Here is the list of third-party recipients and their functions, which may be changed from time to time at VENDOR's sole discretion; provided that such changes shall not substantially impact VENDOR's provision of Services hereunder nor materially impact SBBC's rights under this Agreements. Requestors (third-parties) may include potential employers, academic institutions and others.

| Vendor | Description of the Processing | Services | Data Processed | Processing Location(s) |
|---|---|---|---|---|
| 123.net | Colocation hosting | Parchment Services | All Customer Data stored in these services | USA |

| | | | | |
|---|---|---|---|---|
| Amazon Web Services | Infrastructure and application hosting provider for all services | All Services | All Customer Data contained in the Services | Australia, Canada, Germany, Ireland, Singapore, USA |
| Clumio, Inc. | Provides automated air-gapped AWS secondary back-ups for security purposes | Parchment Services, Digitary Services | All Customer Data stored in these services | Australia, Canada, Ireland, USA |
| Microsoft Azure | Provides back-up hosting services | Parchment Services, Digitary Services | All Customer Data stored in these services | USA, Australia, Canada, EU |
| OffSite LLC | Colocation hosting | Parchment Services | All Customer Data stored in these services | USA |
| Ping Identity Corporation | Identity management services for unified login functionality | All Services | End-user ID, email, login credentials (password), organization, access log information, IP address | Australia, Canada, Germany, Singapore, USA |
| Oberserve, Inc. | System, infrastructure, and logging service provider. | All Services | Services end-user IP address, application actions (i.e., page clicks), and application user id. | Australia<br>Canada<br>Germany<br>USA |
| Splunk, Inc. US: | System, infrastructure, and logging service provider. | All Services | Services end-user IP address, application actions (i.e., page clicks), and application user id | Australia<br>Canada<br>Germany<br>USA |
| IMS Technology Group | Digitization of paper credentials services. | Parchment Services | All Customer Data contained in a credential. | USA |
| Intuit MailChimp | Email services | Parchment Services | First name, last name, email | USA |
| SumoLogic, Inc. | Log Aggregation and Analysis. Digitary CORE Log | Parchment Services<br>Digitary Services | IP address, end-user ID. | USA<br>Australia<br>Canada<br>EU |

| | | | | |
|---|---|---|---|---|
| | Aggregation and Analysis | | | |
| Stefanini Group | Learner support services | Parchment Services | All Customer Data in the Services. | USA |
| Twilio (SendGrid) | SMS Messaging and Emailing Services | Parchment Services Digitary Services | First name, last name, email address. | USA |
| Heap, Inc. 53 | Product analytics tools for Services session users. Only used for US-hosted customers. | All Services | End-user IP address, and in application click stream data. | USA |
| FullStory, Inc. | Product analytics tool for 0.5% of Services session users. Only used for US-hosted customers. | Quottly Services. | End-user IP address, and in application click stream data | USA |
| Google Analytics | Product analytics tools for Services session users. | Parchment Services | End-user IP address, and in application click stream data. | USA |
| Pendo.io, Inc. | Product analytics tools for Services session users | All Services. | End-user IP address, and in application click stream data | Australia Canada Germany Ireland Singapore USA |

2.9.1 In order to fulfill its obligations under the agreement, Instructure may subcontract cloud-related infrastructure elements of the Services to third-parties (collectively, the "Cloud Providers") such Cloud Providers may have access to education and/or employee records that Broward uploads into the system. Instructure requires each of its Cloud Providers to agree to a written agreement containing obligations of confidentiality, security and privacy that are no less stringent than those applicable terms that are contained in this Agreement between Instructure and Broward.

2.9.2 Instructure shall ensure that any Cloud Providers that may have access to Customer personal data: (a) are put through a thorough assessment procedure;

(b) are informed of the confidential nature of the Purchaser Information; and (c) are subject to confidentiality undertakings or professional or statutory obligations of confidentiality. There's also a third-party processing guide that we have online that we share with customers that lists all the ways data is shared and processed. It can be found here: https://community.canvaslms.com/t5/Privacy-Articles/Instructure-s-Third-Party-Processing-Guide/ta-p/606339. SBBC hereby consents to Instructure's use of such third-party processors to provide services as set forth in the foregoing guide.

2.10 **Third-Party 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 be responsible for such third parties that it utilizes to comply with the applicable terms of this Agreement.

2.11 **Assessment of Data Protection Controls.**

2.11.1 VENDOR shall provide an attestation stating VENDOR 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 under this Agreement.

2.11.2 At a minimum, the assessment shall show what controls are used to:

2.11.2.1 protect SBBC against unauthorized access, unauthorized disclosure, and damage;

2.11.2.2 reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data;

2.11.2.3 ensure SBBC student and/or staff 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; and

2.11.2.4 monitor compliance with established cybersecurity 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 within ten (10) business days of written request by SBBC.

2.12 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain records (including electronic storage media) of the transactional system for SBBC's storefront(s) managed by VENDOR for instances related to VENDOR's provision of Services containing

at minimum the following information: (a) a list of Authorized Users who have requested transcripts/credentials under the Services; (b) the type of credential(s) that such Authorized Users have requested, and (c) payment and surcharge reports indicating amounts paid by Authorized Users related to VENDOR's performance of the Services (the "Records"). To the extent the foregoing Records do not satisfy applicable federal and state auditing requirements, and upon written request, VENDOR shall provide additional documentation and information to satisfy such requirements. Such 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 verify the accuracy of invoices provided to SBBC.

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 described above from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until i) three (3)years after the termination of this Agreement or ii) after the date of final payment by SBBC to VENDOR pursuant to this Agreement or iii) until resolution of any audit findings, whichever is latest.

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 Records related to this Agreement, and shall, upon reasonable prior written notice and solely during VENDOR's business hours, 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, and material suppliers, excluding in all cases any sub processors (such as those set forth in Section 2.9) (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 reasonably and promptly and without undue delay with any inspections, reviews, investigations, or audits deemed necessary by the Florida and/or Broward Office of the Inspector General or by any other state or federal officials.

2.13 **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: Deputy Superintendent
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To VENDOR: General Counsel
Instructure, Inc.
6330 South 3000 East, Suite 700
Salt Lake City, Utah 84121
Email: legal@instructure.com

2.14 **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.

2.15 **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 is 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.

**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.**

2.16 **VENDOR PROPRIETARY ASSETS AND RIGHTS**. As between SBBC and VENDOR, VENDOR owns and shall retain all right, title, and interest in: (a) the Services; (b) all improvements, changes, enhancements, translations and components, source code, object code, documentation, criteria, designs, report formats, know-how, underlying ideas, algorithms, or structure associated with the Services; (c) all other proprietary materials of VENDOR and/or its licensors; (d) all individual questions on any assessment, as well as all revisions, modifications, translations, or other adaptations or transformations to the questions themselves; and (e) all intellectual property related to the aforementioned, including, but not limited to, all copyrights, patents, trademarks and trade names, and

trade secrets ("VENDOR Intellectual Property"). VENDOR's Intellectual Property is and shall at all times remain the sole and exclusive property of VENDOR. VENDOR shall have the right, in its sole discretion, to modify any VENDOR Intellectual Property.

2.17 **Liability**. 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.

2.17.1 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, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.17.2 By VENDOR. VENDOR agrees to indemnify 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 third-party claim or demand, or assertion of liability, or any third-party claim or action founded thereon, arising or alleged to have arisen out of any third-party claim alleging that the VENDOR Services misappropriate or infringe upon third party intellectual property rights, VENDOR's violation of its obligation to comply with all applicable regulations under FERPA, VENDOR's gross negligence in handling the education records, or any claims arising or alleged to have arisen out of the products, goods, or services furnished by VENDOR, its agents, servants, or employees. If any portion of the VENDOR Services becomes, or in VENDOR's opinion is likely to become, the subject of a claim of infringement, VENDOR may, at VENDOR's option and expense and after notice to SBBC: (i) procure for SBBC the right to continue using the VENDOR Services at VENDOR's expense; (ii) replace the VENDOR Services with non-infringing services which do not materially reduce the functionality of the VENDOR Services; (iii) modify the VENDOR Services so that it becomes non-infringing; or (iv) terminate the VENDOR Services in accordance with Section 3.5 and refund any fees actually paid by SBBC to VENDOR for the remainder of the Term then in effect, and upon such termination, SBBC will immediately cease all use of the VENDOR Services. Notwithstanding the foregoing, VENDOR will have no obligation under this Section 2.17 or otherwise with respect to any claim based upon (1) any use of the Services not in accordance with this Agreement; (2) VENDOR's conformance to SBBC's specifications; (3) any unauthorized use of the Services in combination with other products, equipment, services or content not supplied by VENDOR; or (4) any unauthorized modification of the Services by any person other than VENDOR or its authorized agents; or (5) the student records as provided from SBBC to VENDOR. THIS SECTION STATES SBBC's SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS. VENDOR's obligations as set forth above are expressly conditioned

upon each of the following: (A) SBBC promptly notifying VENDOR in writing of any threatened or actual claim or suit; and (B) SBBC cooperating with VENDOR to facilitate the settlement or defense of any claim or suit.

2.17.2.1 LIMITATIONS OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES , REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR VENDOR'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS, THE CUMULATIVE LIABILITY OF VENDOR TO SBBC FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THREE (3) TIMES THE TOTAL AMOUNT OF ALL FEES PAID TO VENDOR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE.

2.18 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.18.1 General Liability. VENDOR 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.

2.18.2 Professional Liability/Errors & Omissions. VENDOR 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.

2.18.3 Workers' Compensation. VENDOR 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).

2.18.4 Auto Liability. VENDOR 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.


Instructure Legal Approved

2.18.5 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.

2.18.6 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) 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.

2.18.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.18.7.1 The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

2.18.7.2 All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.

2.18.7.3 Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave.-11th Floor, Fort Lauderdale, Florida 33301.

2.18.8 Cancellation of Insurance. VENDOR 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.

2.19 **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.

2.20 **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 ($1,000,000) 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.

2.21 **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, but in no event later than 30 days. 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. No refunds shall be made for any prepaid fees.

2.22 **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 (other than payments that are intended to be prepaid fees for the Services). Any such excess funds, other than with respect to prepaid fees, shall be refunded to SBBC, together with any applicable statutory interest.

2.23 **Incorporation by Reference**. Exhibit A attached hereto and referenced herein is incorporated into this Agreement by reference.

2.24 **Proprietary Information**.

2.24.1 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



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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.

2.24.2 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.

2.25 **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.

## 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 a termination without cause (or for convenience), SBBC shall not be entitled to a *pro rata* refund of any pre-paid amounts. 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



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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 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**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.

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 date of last signature below.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**



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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: 2026.02.10 08:15:07 -05'00'

_____
Office of the General Counsel

**(THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW)**



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Docusign Envelope ID: B138C6F2-E1EC-4B53-B22F-758DAD8137DD

**FOR VENDOR**

(Corporate Seal)

INSTRUCTURE, INC.

ATTEST:

By: Jeffrey Ebert
Signature

_____
, Secretary

-or-

Print Name: Jeff Ebert

Title: Director, Deal Desk & Pricing

Brittany Olson Brittany Olson
Witness

Date: 5 February 2026

Austin Holden
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 Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 5 February 2026 (*date*) by Jeff Ebert (*name of officer or agent, title of officer or agent*) of Instructure, Inc. (*name of corporation acknowledging*), a Delaware (*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 5 day of February, 2026.

My Commission Expires: 08/09/2026

Notarized online using audio-video communication

Allison Dilts
Signature – Notary Public

Allison Dilts
Printed Name of Notary

726178
Notary's Commission No.

ELECTRONIC NOTARY PUBLIC
STATE OF UTAH

Allison Dilts
Electronic Notary Public
State of Utah
Commission #: 726178
Commission Expires: 08/09/2026

**EXHIBIT A – Parchment AUP**



# Acceptable Use | Policy

*Effective Date:* 15 March 2025

To see the previous version of this Acceptable Use Policy, please click here (https://www.instructure.com/policies/acceptable-use-2018).

**Acceptable Use Policy**

Instructure, Inc.'s (and its affiliate(s), collectively "Instructure","we" "our" or "us") Acceptable Use Policy covers and governs each individual end user's ("you" or "your") use and access to Instructure's services and websites (the "Service"). Instructure's Privacy Policy (https://www.instructure.com/policies/product-privacy-policy) explains how or whether Instructure collects and uses your personally identifiable information.

**BY USING THE SERVICE, YOU ARE AGREEING TO USE THE SERVICE IN ACCORDANCE WITH THIS ACCEPTABLE USE POLICY, AND TO REVIEW INSTRUCTURE'S PRIVACY POLICY** (https://www.instructure.com/policies/product-privacy-policy).

**PLEASE ALSO NOTE THAT THIS ACCEPTABLE USE POLICY AND THE PRIVACY POLICY (https://www.instructure.com/policies/product-privacy-policy) ARE SUBJECT TO CHANGE.**

**PLEASE REVIEW THE APPLICABLE CURRENT VERSIONS HERE (https://www.instructure.com/policies/product-privacy-policy) AND HERE (https://www.instructure.com/policies/acceptable-use). IF YOU DO NOT AGREE TO BE BOUND BY THESE POLICIES OR DISAGREE WITH OUR PERSONALLY IDENTIFIABLE INFORMATION COLLECTION AND USE PRACTICES, YOU SHOULD NOT AND MAY NOT ACCESS OR USE THE SERVICE.**

**YOUR CONTENT & YOUR PERMISSIONS**

When you use the Service, you provide us with things like your files, content, messages, etc. ("**Your Content**"). Your Content is yours. You represent that you have all necessary right, power, and authority to use the Service and share Your Content and will comply with all applicable laws when doing so. This Acceptable Use Policy does not give us any rights to Your Content except for the limited rights that enable us to offer the Service.

**SHARING YOUR CONTENT**

The Service may let you share Your Content with others, so please think carefully about what you share. By using the Service, you agree to do so responsibly and to not misuse the Service or help or encourage anyone else to do so.

This includes, but is not limited to, not doing or trying to do any of the following in connection with the Service:

- use or access the Service in a way that is not authorized by the party that has provided you with access to the Service (such as your school or your employer);
- store, transmit or create libelous, obscene, deceptive, defamatory, pornographic, racist, sexual, hateful, unlawful, tortious or otherwise objectionable content (except as necessary for legitimate instructional purposes, but in all cases in compliance with applicable laws and regulations);
- modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Service except to the extent the foregoing restrictions are expressly prohibited by applicable law;
- harm, harass, threaten, or impersonate any person or violate the rights of any third party;
- probe, scan, or test the vulnerability of any system or network;
- interfere with or disrupt the integrity or performance of the Service;

- attempt to gain unauthorized access to the Service or its related systems or networks;
- introduce viruses, Trojan horses, worms, spyware, or other such malicious code into the Service;
- breach or otherwise circumvent any security or authentication measures;
- access, tamper with, or use non-public areas or parts of the Service, or shared areas of the Service you have not been invited to;
- access, search, or create accounts for the Service by any means other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk);
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- promote or advertise products or services other than your own without appropriate authorization;
- sell or re-sell the Service unless specifically authorized to do so;
- copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means any part of the Service unless specifically authorized to do so;
- record and/or upload communications of any person (audio/video) without their consent where such consent is required by applicable laws;
- remove or destroy any copyright notices or other proprietary markings contained on or in the Service; or
- violate the law in any way, including by storing, publishing or sharing material that is infringing, fraudulent, defamatory, misleading, or damaging to Instructure in any way.

**YOUR RESPONSIBILITIES**

You must provide all equipment necessary to access the Service and are responsible for all costs and expenses incurred by you when accessing the Service. Additionally, you are responsible for your conduct and Your Content and your compliance with this Acceptable Use Policy.

Content in the Service may be protected by others' intellectual property rights. You therefore agree that you will not copy, reproduce, create derivative works of, decompile, upload, download, share, or otherwise exploit third party content unless you have the right to do so. We may review your conduct and content for compliance with this Acceptable Use Policy and remove content from the Service at any time and without notice. With that said, we have no obligation to do so. We are not responsible for the content people post and share via the Service. You agree also to safeguard your password to the Service, make sure that others do not have access to it, and to keep your account information current.

**THIRD PARTY WEBSITES**

The Service may contain links to third-party websites that are not under our control. We are not responsible for such third-party websites.

**OUR PROPERTY**

The Service is protected by copyright, trademark, and other US and foreign laws. This Acceptable Use Policy does not grant you any right, title, or interest in the Service or others' content in the Service. We welcome feedback, but note that we may use comments or suggestions without any obligation to you.

**INFRINGEMENT**

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged infringement after receipt of a proper notice that complies with the law and is received by our designated agent. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. If you believe that any content in the Service in anyway constitutes infringement, please provide our designated agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the rights owner;
- a description of the content you claim is being infringed;
- a description or link to the location of the material claim is infringing;
- your physical address, telephone number and e-mail address;
- a statement that you have a good faith belief that the content is not authorized by the rights owner, its agent or the law; and
- a statement, made under penalty of perjury, that the information in your notice is accurate and that you are the owner or authorized to act on behalf of the owner.

Contact information for Instructure's designated agent for notice of claims of infringement is as follows:

Instructure, Inc,. Attn: General Counsel

6330 South 3000 East, Suite 700

Salt Lake City, UT 84121 USA

legal@instructure.com

Instructure may also take any appropriate action in the event it receives a proper counter-notice under the law.

**TERMINATION & RIGHT TO SUSPEND**

You are free to stop using our Service at any time. We also reserve the right to suspend your access or end the Service at any time at our discretion and without notice. For example, we may suspend or terminate your use of the Service and remove Your Content if you are not complying with this Acceptable Use Policy, or are using the Service in a manner that may cause us legal liability, disrupt the Service, disrupt others' use of the Service or, in our sole opinion, cause harm.

**NO WARRANTIES AND NO LIABILITY**

As between Instructure and you, we do not make any warranties (whether express or implied) about the Service. The Service is provided "as is" and any content downloaded or accessed from the Service is accessed at your own risk.

WE DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. ANY CONTENT DOWNLOADED OR ACCESSED FROM THE SERVICE IS ACCESSED AT YOUR OWN RISK.

YOU EXPRESSLY ABSOLVE AND RELEASE INSTRUCTURE FROM ANY CLAIM OF HARM RESULTING FROM A CAUSE BEYOND INSTRUCTURE'S CONTROL. YOU FURTHER AGREE THAT IN NO EVENT SHALL INSTRUCTURE AND ITS SUPPLIERS BE LIABLE FOR ANY LOSS OF USE, DATA BUSINESS, PROFITS OR ANY OTHER INDIRECT DAMAGES. THIS WILL BE REGARDLESS OF WHETHER OR NOT INSTRUCTURE OR ANY OF ITS PARTNERS HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, INSTRUCTURE'S SOLE AND EXCLUSIVE LIABILITY SHALL BE NO MORE THAN $50. MOREOVER, INSTRUCTURE SHALL NOT BE LIABLE FOR THE LOSS OR FAILURE TO STORE YOUR CONTENT, AND YOU UNDERSTAND AND AGREE THAT BY USING THE SERVICE, YOU AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION RELATED TO USE OF THE SERVICE OR BREACH OF THIS ACCEPTABLE USE POLICY.

**MODIFICATIONS**

We may revise this Acceptable Use Policy from time to time, and will always post the most current version **HERE** (https://www.instructure.com/policies/acceptable-use).

**QUESTIONS**

For any questions relating to this Acceptable Use Policy, you may contact Instructure by sending an email to legal@instructure.com

**North America**
6330 S 3000 E, Suite 700
Salt Lake City, UT 84121, USA

**Europe**
Rivington House, 82 Great Eastern Street
London, England

**Asia Pacific**
Bridgetowne, C-5 Road
Ugong Norte, Quezon City, Philippines

**Why Instructure**

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Instructure Ecosystem (/why-instructure/ecosystem)

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Our Community (/community)

Our Customers (/why-instructure/customers)

Security (/trust-center)

Accessibility (/accessibility)

**Customers**

Advocacy (/why-instructure/advocacy)

Case Studies (/resources/case-studies)

Community (/community)

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Mastery (/mastery)

Parchment (/parchment)

All Products (/products)

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Data Processing (/policies/data-processing-addendum) Status (https://status.instructure.com/)

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Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | 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:**

**AGR26-192 - Health Insurance Cost Reduction Implementation Services**

**REQUESTED ACTION:**

**Approve the Agreement between The School Board of Broward County, Florida (SBBC), and PGV Advisors (PGV), and the spending authority in the amount of $120,000. Initial contract term, April 1, 2026, through March 31, 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 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:**

$120,000, the funding source will be the 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 Feb 24, 2026

Electronic Signature

Approved in Open Board Meeting On: March 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 Agreement and Spending Authority**
**AGR26-192 - Health Insurance Cost Reduction Implementation Services**

---

**Board Meeting Date:** March 10, 2026

**Requested Action:**
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and PGV Advisors (PGV), and the spending authority in the amount of $120,000. Initial contract term, April 1, 2026, through March 31, 2027.

**School Board Policy Requirement/Authority:** Pursuant to the professional services exemption of Section 6A-1.012(11)(a), Florida Administrative Code, and Part III-D of SBBC's 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":** The awarded vendor, PGV Advisors will assist District Benefits staff with pursing and implementing GLP-1 Weight Loss Management, Disease Management and Pharmacy Services carve-out opportunities.
**- If the School Board votes "No":** The Board will miss the opportunity to pursue the carve-out of GLP-1 Weight Loss Drugs, Disease Management, focused on chronic disease prevention and Pharmacy Services, which will result in lost cost savings opportunities to the District's Medical Plan.

**Background/History**
Utilizing the professional services exemption outlined in Section 6A-1.012(11)(a) of the Florida Administrative Code, along with Part III-D of SBBC's School Board Policy 3800, the District will be able to streamline the acquisition of expert consulting and advisory support. This approach will allow the Board to address complex needs, such as health insurance cost reduction and benefits optimization in specific areas, without undergoing traditional competitive bidding processes, thereby ensuring timely and effective solutions for its employees and the Board.

**Alignment to 2027 Goals and Guardrails:**
Business Operations

**Measurable Outcome(s)/Return on Investment:**
The expected outcomes or benefits include the following:

- Enhanced Utilization Management and Cost Containment
- Support for Plan Sustainability
- Reduced GLP-1, Disease Management and Pharmacy Cost Trend
- Improved clinical and utilization outcomes

**Financial Impact, Funding Source & Budget Status:**
The financial impact to the Board is listed below.

| ACTION | DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT | TERM (months) |
|---|---|---|---|---|---|
| Original Spending Authority request for April 1, 2026, through March 30, 2027, FY26-FY27 | 3/10/2026 | YES | General Fund Fund: 1000 | $120,000 | 12 |
| **Total Agreement Amount** | | | | **$120,000** | |

* This Agreement includes a cost-sharing provision where the consultant will receive an amount equal to ten percent (10%) of the projected first-year savings realized which shall not exceed $9,000,000. Payments against this amount will be made as follows:

- Ten percent (10%) once all RFPs have been completed and issued
- Forty percent (40%) once all negotiations are completed and Agreements have been executed
- Remaining fifty percent (50%) to be paid, based on actual realized savings, calculated and settled on a quarterly basis to ensure transparency and alignment with actual results through the end of the first year.

The financial impact amount represents an estimated Agreement value; however, the amount authorized will not exceed the estimated Agreement award amount. A supplemental Board action will be brought forward to authorize cost sharing payment.

**Multi-year agreement:**
No

**Procurement Method:**
The procurement method utilized was pursuant to the professional services exemption of Section 6A-1.012(11)(a), Florida Administrative Code, and Part III-D of SBBC's School Board Policy 3800.

**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):** | AGR26-192 | **Preparation Date:** | February 20, 2026 |
| **Previous Bid # (Ex: 10-004R):** | | **Buyer/PA:** | CYNTHIA GOMEZ |
| **New Bid Award Total:** | $120,000 | **Bid Title:** | Health Insurance Cost Reduction Implementation Services |
| **Previous Award Total:** | | | |
| **Bid Type:** | NEW BID | | |
| **Previous Bid Term (Start Date):** | | **New Bid Term (In Months):** | 12 |
| **Previous Bid Term (End Date):** | | **# 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:** |
| PGV ADVISORS | | |
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| | **PO VENDOR SPEND:** | |
| | **P-CARD SPEND:** | $ - |
| | **TOTAL SPEND:** | |

**NOTES (Type Below):**

| Default Funding Source* | | Department/School & Sign-off Information* | |
|---|---|---|---|
| **Cost Center** | 2250096580 | **Name** (First & Last) | Dr. Dildra Martin-Ogburn |
| **Fund** | 1000 | **Title** | Director |
| **Functional Area** | 7731000000000000 | **Department/School Name** | Benefits & Employment Services |
| **Commitment Item** | 53150000 | **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 by and between:

Type text here

**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

**PGV ADVISORS**
(hereinafter referred to as "PGV"),
Whose principal place of business is
400 North Ashley Drive
Tampa, Florida 33602

**WHEREAS**, This Master Service Agreement (MSA) is awarded pursuant to the Professional Services Exemption of Section 6A-1.012(11)(a), Florida Administrative Code, and Part III.D of SBBC's School Board Policy 3800.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**Project Description:**

SBBC is preparing to release a competitive **carve-out Request for Proposal (RFP)** to evaluate and select best-in-class vendors for **GLP-1 Management, Care/Disease Management (CDM), and Pharmacy Services**. The objective is to reduce existing cost structure, improve clinical outcomes, manage trend, and enhance member experience through specialized, high-performance solutions that integrate seamlessly with existing benefits and administrative infrastructure.

This project will assess vendor capabilities across clinical program design, cost management, utilization management, data analytics, member engagement, reporting, implementation support, and ongoing performance guarantees. The RFP will support a data-driven vendor selection process aligned with SBBC's financial, clinical, and operational goals.

**Scope of Services:**

**GLP-1 Carve-Out**

Evaluation of vendors providing end-to-end GLP-1 management solutions, including eligibility management, clinical oversight, utilization controls, member engagement, outcomes tracking, and cost containment strategies.

**Care/Disease Management (CDM) Carve-Out**
Assessment of CDM vendors offering comprehensive condition management programs focused on chronic disease prevention, care coordination, behavior change, and measurable clinical outcomes.

**Pharmacy**
Evaluation of pharmacy vendors and/or Pharmacy Benefit Manager (PBM) carve-out solutions, including formulary management, rebate strategies, utilization management, specialty pharmacy capabilities, pricing transparency, and clinical programs.

**Project Deliverables:**

1. **RFP Development & Launch**
- Finalized RFP documents for GLP-1 carve-out, CDM carve-out, and Pharmacy
- Standardized vendor questionnaires and pricing templates
- Evaluation criteria and scoring methodology
- Vendor communication and Q&A management

2. **Vendor Evaluation & Analysis**
- Side-by-side comparison of vendor responses
- Financial modeling and cost-impact analysis
- Clinical program and outcomes assessment
- Operational, technology, and implementation capability review

3. **Stakeholder Review & Recommendation**
- Executive-level summary of findings
- Shortlist recommendations with rationale
- Identification of risks, trade-offs, and dependencies
- Final vendor recommendation(s)

4. **Contracting & Implementation Support**
- Support during contract negotiations with vendors(s)
- Performance Guarantees and Key Performance Indicator (KPI) alignment
- Implementation planning and timeline development
- Transition and go-live readiness assessment

**Success Metrics:**

- Reduced GLP-1, CDM and Pharmacy cost trend
- Improved clinical and utilization outcomes
- Enhanced member engagement and satisfaction
- Strong vendor accountability through reporting and guarantees

**Project Timeline: 8 to 12 months**

**Project Team**

PGV has staffed this engagement with the following roles.

- **Engagement Partner**
- **Cost Reduction Team**

SBBC will designate appropriate SBBC staff to assist with the implementation phase during project kickoff.

- **SBBC District Administrative Leadership Team**
- **SBBC Benefits Department Team Members**

**Project Managers: PGV and SBBC District Administrative Leadership Team**

**Project Fees:**

a) **Carveout GLP-1: $40,000**
b) **Carveout Critical/Care Disease Management (CDM): $40,000**
c) **Pharmacy RFP Management: $40,000**

**Plus, a one-time payment equal to ten percent (10%) of the resulting SBBC contract's actual savings for the first year; not to exceed $9,000,000, distributed as follows:**

- **10% once all RFPs have been completed and issued**
- **40% once all negotiations are completed and Agreements have been executed**
- **Remaining 50% to be paid, based on actual realized savings, calculated and settled on a quarterly basis to ensure transparency and alignment with actual results through the end of the first year.**

**Payment Terms**

SBBC will be billed monthly and SBBC agrees to pay properly submitted invoices within thirty (30) calendar days of receipt of the invoice.

**Project Status Updates**

The PGV Project Team will weekly assess the progress of the project and meet with SBBC Management to report status and to obtain SBBC Management decisions, where necessary.

**SBBC Responsibilities**

PGV will require SBBC's cooperation while providing services. SBBC will be responsible for:

- designating an individual who possesses suitable skills, knowledge, and/or experience to oversee PGV's services;
- providing the facts, circumstances, and assumptions relevant to the specific assignment and informing PGV of changes in facts, circumstances, and assumptions;
- providing access to financial records and other records necessary to complete the terms of the MSA and providing access management and personnel with information of relevance pertaining to the specific assignment;
- participating in status meetings at mutually agreeable times and being available for consultation when SBBC decisions or further information is required; and
- evaluating the adequacy and the results of the services performed and accepting delivery of such results.

**Electronic Transmittals**

During this engagement, PGV or SBBC may need to electronically transmit confidential information to each other and to other entities engaged by either party. E-mail is a fast and convenient way to communicate. However, e-mail is not a secure means of communication and thus, confidentiality could be compromised. Subject to the terms and conditions set forth in the Terms and Conditions attached hereto regarding Confidential Information and unless specifically instructed otherwise by the other party in connection with any particular item constituting Confidential Information, as defined in the Terms and Conditions, SBBC and PGV agree to the use of e-mail and other electronic methods to transmit and receive information, including Confidential Information, between PGV and SBBC and between PGV and/or SBBC and third-party service providers or other entities engaged by either PGV or SBBC.

**Standards of Performance and Business Risk Allocations**

PGV will perform its services in conformity with the terms expressly set forth in this MSA, including all applicable professional standards. Accordingly, PGV's services shall be evaluated solely on their substantial conformance with such terms and standards. Any claim of nonconformance must be clearly and convincingly shown.

If because of a change in SBBC's status or due to any other reason, any provision in this MSA would be prohibited by, or would impair PGV' independence under, laws, regulations, or published interpretations by governmental bodies, commissions, or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and the MSA shall consist of the remaining portions.

**Incorporation by Reference**.

**Exhibit A** - General Business Terms and Conditions and **Exhibit B** - State of Florida Affidavit Regarding the Use of Coercion for Labor and Services, attached hereto and referenced herein are incorporated into this Agreement by reference.

**Authorization**

The terms in this MSA shall survive its completion or termination by either party. If any portion of this MSA is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

**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:

_____
Office of the General Counsel

FOR PGV:

(Corporate Seal)

PGV Advisors, LLC

ATTEST:

By: Sanjib Datta

Corporate Secretary Signature

Print Name: Sanjib Datta

**-or-**

Title: CEO

Cori Joslyn

Witness Signature

Date: 02/19/2026

Print Name: Cori Joslyn

Witness Signature

Print Name: Chris Joslyn

**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 Fulton

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th February (*date*) by Sanjib Datta CEO (*name of officer or agent, title of officer or agent*) of PGV Advisors LLC (*name of corporation acknowledging*), a Delaware (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced GA Drivers License (*type of identification*) as identification and who did first take an oath this 19th day of February, 2026.

My Commission Expires:

03/30/2029

(SEAL)

Signature – Notary Public

Connor Tinc

Printed Name of Notary

V-0695379

Notary's Commission No.

CONNOR TINC
NOTARY PUBLIC, STATE OF GEORGIA
FORSYTH COUNTY
MY COMMISSION EXPIRES
March 30, 2029

**EXHIBIT A - GENERAL BUSINESS TERMS AND CONDITIONS**

1. **Services**. It is understood and agreed that PGV Advisors, LLC ("PGV") services ("Services") may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, SBBC.

2. **Payment of Invoices.** SBBC agrees to pay properly submitted invoices within thirty (30) calendar days of the invoice date, or such other date as may be specified in the Engagement Letter to which these General Business Terms and Conditions are attached (the "MSA"). Capitalized terms not defined herein shall bear the meanings ascribed to them in the MSA. Without limiting its rights or remedies, PGV shall have the right to halt or terminate entirely its Services until payment is received on past due invoices. If SBBC objects to all or any portion of any invoice, SBBC shall notify PGV, stating the reasons for the objection. SBBC shall be entitled to withhold payment of any amounts in dispute or for cause including, but not limited to (1) nonconforming Services not remedied, (2) damage caused by PGV, its subcontractors or agents during the performance of the Services to the property of SBBC, another contractor or other third party, (3) a breach of any provisions of this engagement, or (4) for claims made by PGV's subcontractors or agents for amounts due but not paid by PGV, or for which a lien has been filed against SBBC's property. The parties shall immediately make good faith efforts to settle any disputed portion of the invoice. Upon removal or cure of such cause, sums withheld shall be paid to PGV. Final payment of any amount due shall be made following completion or termination of the Services, completion of the actions set forth in Section 3(a)-(d) below, and receipt by SBBC of PGV's invoice covering such final payment.

3. **Term.** Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of the Services hereunder. This engagement may be terminated by either party at any time by giving written notice to the other party (i) not less than thirty (30) calendar days before the effective date of termination or (ii) immediately, by giving written notice of such termination to the other party if such other party shall be adjudicated bankrupt, become insolvent, have a supervisor, conservator, or receiver of its assets or property appointed or make a general assignment for the benefit of creditors, or institute or cause to be instituted any proceeding in a bankruptcy or reorganization or rearrangement of its affairs. In the event of such termination, SBBC agrees to pay PGV for time charges at standard hourly rates and expenses incurred to the date of termination to the extent the amount so computed exceeds payments previously made by SBBC for the engagement; provided, however, that such Services had previously been approved by SBBC. Upon expiration or termination of the MSA for any reason, or at any other time upon the SBBC's written request, PGV shall within five (5) business days after such expiration or termination:

   a) deliver to SBBC all Deliverables (as defined in paragraph 4(b)) (whether complete or incomplete) and all hardware, software, tools, equipment or other materials provided for PGV's use by SBBC;

   b) deliver to SBBC all tangible documents and materials (and any copies) containing, reflecting, incorporating or based on the confidential information;

   c) permanently erase all the Confidential Information (defined below) from PGV's computer systems; and

   d) Certify in writing to SBBC that PGV has complied with the requirements of this section.

**Ownership.**

a) **PGV Technology.** PGV has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation, models; templates; the generalized features of the structure, sequence and organization of software; user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and logic, coherence and methods of operation of systems) (collectively, the "PGV Technology").

b) **Ownership of Deliverables.** Except as provided below, upon full payment of the respective Services provided to PGV hereunder up to the date of termination, whether such Services were terminated upon completion of the Services or if the Services were earlier terminated by SBBC, SBBC is and shall be, the sole and exclusive owner of all right, title and interest throughout the world in and to all the results and proceeds of the Services performed under the MSA (collectively, the "Deliverables"), including all patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively "Intellectual Property Rights") therein. PGV agrees that the Deliverables are hereby deemed a "work made for hire" as defined in 17 U.S.C. § 101 for SBBC. If, for any reason, any of the Deliverables do not constitute a "work made for hire," PGV hereby irrevocably assigns to SBBC, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Any assignment of copyrights under the MSA includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as "moral rights" (collectively, "Moral Rights"). PGV hereby irrevocably waives, to the extent permitted by applicable law, all claims PGV may now or hereafter have in any jurisdiction to any Moral Rights with respect to the Deliverables. To the extent that any PGV Technology is contained in any of the Deliverables, PGV hereby grants SBBC, upon full and final payment to PGV hereunder, a royalty-free, fully paid-up, worldwide, non-exclusive license to use such PGV Technology in connection with the Deliverables.

4. **Limitation on Warranties.** THIS IS A SERVICES ENGAGEMENT. PGV WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER IN A PROFESSIONAL MANNER, IN GOOD FAITH AND IN CONFORMANCE WITH ALL APPLICABLE LAWS AND CODES. PGV DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. **Liability.** 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.

(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 PGV. PGV agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses (collectively, "Claims") 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 or due to the products, goods, or services furnished by PGV, its agents, servants, or employees; the equipment of PGV, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of PGV or the negligence of PGV's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by PGV, SBBC, or otherwise.

(c) Settlement of Claims. SBBC shall permit PGV to defend or settle any such Indemnity Claims, provided; however, that (i) PGV shall not enter into any settlement agreement that would result in any admission by SBBC or payment by SBBC without SBBC's prior written consent, and (ii) SBBC may at its election participate in the defense of such claim, suit or the like through separate counsel at its own expense. SBBC agrees to provide PGV all reasonable assistance (at the expense of PGV) in connection with the defense or settlement of any such Indemnity Claim.

7. **Insurance**. PGV shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. PGV shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. PGV shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000 per occurrence covering any services provided under this Agreement.

(c) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, PGV shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. PGV 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 Combined Single Limit. If PGV does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000. In addition, an affidavit signed by PGV must be furnished to SBBC stating the following: "PGV does not own any vehicles. If PGV acquires any vehicles during the term of the Agreement, PGV agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(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 PGV to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar 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 in order to permit PGV sufficient time to remedy any deficiencies. PGV 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 insureds.

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, 600 SE 3rd Ave – 11th Floor, Fort Lauderdale, Florida 33301.

(h) Cancellation of Insurance. PGV 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.

(i) 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.

8. **Confidentiality.** PGV recognizes and acknowledges that it will have access to certain of SBBC's and/or its affiliates' and/or subsidiaries' confidential information and unique property. PGV will not, during or after the term of this engagement, use (except for the purpose of providing the Services which are the subject of this engagement) or disclose (except to PGV's employees and contract employees, as set forth below) any Confidential Information to any person, firm, corporation, association, governmental entity, or other entity, except to authorized representatives of SBBC, for any reason or purpose whatsoever, without the express written consent of SBBC. PGV represents that it has entered into agreements with all of its employees and applicable subcontractors or agents requiring them not to disclose any Confidential Information. PGV shall limit internal dissemination of SBBC's and/or its affiliates' and/or subsidiaries' Confidential Information to those PGV employees and contract employees needing to know the information for the purpose of providing the Services which are the subject of this engagement, and then only if there is a clear understanding by such individuals of their obligation to maintain the confidential status of such Confidential Information and to restrict its use solely to performing professional Services for SBBC and/or its affiliates and/or subsidiaries pursuant to this engagement. Where the individual is a contract employee of PGV, SBBC reserves the right to request such contract employee enter into a confidentiality agreement directly with SBBC in a form acceptable to SBBC and containing terms not less strict than required hereunder. No right or license, express or implied, under any patent, patent application, technical information or other intellectual property of SBBC is granted herein. In the event that PGV is served with any legal process, administrative request for information, or any other third party request for Confidential Information, PGV further agrees that it will immediately notify SBBC, and that it will not disclose or release any such Confidential Information to any third party, including a governmental entity, until such time as SBBC has had the opportunity to review the request for information and either provide its written permission for PGV to respond and/or for SBBC to take

efforts to protect its interests in said information by seeking a protective order or similar relief. The provisions of this Article shall survive the expiration or earlier termination of this engagement.
The obligations of this Section 8 do not apply to information which:

i) is or becomes part of the public domain without the breach of any obligation of confidentiality owed to SBBC; or
ii) is required to be publicly disclosed under law, subject to the requirements and provision of this Section 8; or
iii) PGV can demonstrate by written documentation was in its possession before receipt from SBBC; or
iv) is covered by a written release from an authorized representative of SBBC.

9. **Confidential Information**. "Confidential information" shall mean all information relating to and/or generated as a result of the work performed under this engagement. Confidential information may include but shall not be limited to: technical data or know-how relating to discoveries, ideas, inventions, concepts, software, equipment, designs, drawing, specifications, demonstration or test scripts, content under development, unpublished patent applications, techniques, processes, models, data, documentation, diagrams, flow charts, research, development, business plans or opportunities, business strategies, future projects, products or services, projects, products or services under consideration, procedures, trade secrets, purchasing information, business ideas or concepts, computer systems information, computer software, strategy, marketing methods, information related to finances, costs, pricing, vendors, customers, employees, account transactions, owner, renter or purchaser information; to include personal information, owner, renter or purchaser prospect lists, including but not limited to any lists of persons provided to PGV or any other information to which PGV gains access during the performance of the MSA whether before, on, or after the date hereof, directly or indirectly, in writing, orally, or by drawings or inspection of equipment or software, to the other party or any of its employees or agents. PGV acknowledges that this MSA is subject to the Public Records laws of the State of Florida. If PGV wishes to assert any confidentiality over any of its communications with SBBC, PGV must label such material as trade secrets under Chapter 688, Florida Statutes. This labeling requirement includes the trade secret portions of any contract that is to be executed by SBBC.

Section 688.002(4), Florida Statutes, provides that "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process that:

(a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
(b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

SBBC is unable to identify whether any particular information that may be provided by PGV qualifies as a trade secret. Only the party asserting a trade secret exemption is in a position to establish and defend such a claim.

PGV agrees that i If a public records request is received by SBBC under applicable law for any documents that include terms that have been identified by PGV as trade secrets, SBBC will promptly notify PGV about

the public records request and will redact those labeled portions prior to allowing public inspection or copying.

If the party requesting the records from SBBC challenges a trade secrets exemption asserted by PGV, SBBC will promptly advise PGV of the challenge and PGV shall, at its sole expense and cost, immediately and promptly take any legal actions necessary to defend its asserted trade secrets exemption. If PGV fails to timely commence or to maintain such legal action to defend its claimed exemption, it shall be deemed to have waived any trade secrets exemption applicable to the requested information and SBBC may release such information to the requesting party without any repercussions.

10. **Publicity**. No publicity releases (including news releases and advertising) relating to this engagement and the Services hereunder shall be issued by PGV without the prior written approval of SBBC. Any technical paper, article, publication, or announcement of advances generated in connection with the Services under this engagement, during the period of performance of the engagement or in the future, shall require SBBC's prior written approval. PGV shall not use the name or trademarks of SBBC or any of its or their subsidiaries, licensees, divisions or affiliated companies, as a reference in any sales materials, presentations, or on sales calls, or in any of PGV's customer lists or in any publicity, news release, SBBC biography or advertisement, or in any other written materials or any promotion or other activity of any kind, without SBBC's prior written consent. SBBC specifically prohibits the photographing of any portion of the Services or other SBBC property by PGV without the written permission of SBBC.

11. **Cooperation**.

a) SBBC shall reasonably cooperate with PGV in the performance by PGV of its Services under the MSA, including, without limitation, providing PGV with reasonable facilities and timely access to data, information and personnel of SBBC.

b) SBBC shall be responsible for the performance of its employees and agents performed within the scope of their duties and for the accuracy and completeness of all data and information provided to PGV for purposes of the performance by PGV of its Services hereunder. PGV will base its conclusions on the facts and assumptions that SBBC submits and will not independently verify this information. Inaccuracy or incompleteness of the information SBBC provides could have a material effect on PGV's conclusions.

c) PGV will not update its advice for subsequent changes or modifications to the law and regulations, or to judicial and administrative interpretations thereof, unless SBBC separately engages PGV to do so in writing after such changes or modifications.

12. **Force Majeure**. No party shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

13. **Independent Contractor**. It is understood and agreed that PGV is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor, partner or representative of the other. As such, PGV shall pay all salaries, wages, expenses, social security taxes, federal and state unemployment taxes and any similar taxes relating to the performance of this engagement for its employees, subcontractors and agents as may be applicable. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner

assume or create any obligation on behalf of, or in the name of, the other.

14. **Personnel**. PGV shall provide SBBC a list of personnel assigned to perform any Services. Any changes to personnel on any given project must be approved by SBBC in writing. During the term of this engagement, and for a period of twelve (12) months following the expiration or termination thereof, neither party will actively solicit the employment, or encourage the separation of, the personnel of the other party involved directly with providing Services hereunder.
15. **Survival**. Unless otherwise explicitly stated, all provisions of these General Terms and Conditions shall survive the expiration or termination of this engagement.
16. **Assignment**. SBBC may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of PGV. PGV may not assign or subcontract its rights and obligations hereunder without the prior written consent of SBBC.
17. **Entire Engagement**. These terms, and the Agreement or Engagement Letter to which these terms are appended, including the exhibits and any subsequent Addenda agreed to in writing by the parties, constitutes the entire agreement between PGV and BCPS with respect to the subject matter hereof and supersedes all other oral and written representations, understandings or agreements relating to the subject matter hereof.
18. **Governing Law and Severability**. These terms, and the MSA, including the exhibits, shall be governed by, and construed in accordance with, the laws of the State of Florida (without giving effect to the choice of law principles thereof). If any provision of these terms is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.
19. **Notices**. Any notice provided for in herein shall be in writing and shall be either personally delivered, or mailed first class mail (postage prepaid) or sent by reputable overnight courier service (charges prepaid) to the parties at the address set forth in the MSA, or at such address or to the attention of such other person as either party has specified by prior written notice to the other party. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid)
20. **Counterparts.** The MSA may be executed in any number of counterparts, each of which shall be considered to be all original but all of which together shall constitute one and the same instrument.
21. **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.
22. **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.
23. **Travel.** Travel within Broward County, Florida shall not be billed as a reimbursable expense. Travel outside of Broward County, Florida and per diem associated with such travel may be allowable at the sole discretion of SBBC and only if approved in advance. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to

VENDOR for any proposed travel and per diem for which reimbursement is sought from SBBC. If

any travel outside of Broward County, Florida and/or per diem receive such prior approval, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

24. **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 PGV 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. PGV further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. PGV 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. PGV further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if PGV (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 PGV 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.

25. **Nondiscrimination.**

(a) As a condition of entering into this Agreement, PGV 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, PGV 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 PGV retaliate against any person for reporting instances of such discrimination. PGV 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. PGV understands and agrees that a material violation of this clause is 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.

26. **Affidavit Regarding the Use of Coercion for Labor and Services.** Pursuant to Section 787.06(13), Florida Statutes, all nongovernmental entities executing, renewing, or extending a contract with SBBC must provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental 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 Exhibit B.** 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.

27. **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. PGV 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, PGV 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. PGV 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 PGV does not transfer the public records to SBBC. Upon completion of the Agreement, PGV shall transfer, at no cost, to SBBC all public records in possession of PGV or keep and maintain public records required by SBBC to perform the services required under the Agreement. If PGV transfers all public records to SBBC upon completion of the Agreement, PGV shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PGV keeps and maintains public records upon completion of the Agreement, PGV 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.**

28. **Background Screening.** PGV 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 PGV'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 PGV or its personnel providing any services under this Agreement. PGV 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 PGV and its personnel. The parties agree that the failure of PGV 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 PGV to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. PGV 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 PGV'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.

29. **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.

30. **Inspection of PVG's Records by SBBC**. PVG 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 of PVG'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'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 any and all invoices, billings, payments, and claims submitted by PVG or any of PVG's payees pursuant to this Agreement. PVG's Records subject to examination include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. PVG's Records subject to this section include any and all documents pertinent to the evaluation, analysis, verification, and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) PVG's Records Defined. For the purposes of this Agreement, the term "PVG's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders),

original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) 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 PVG'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 PVG pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide PVG reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to PVG's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by PVG to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any PVG's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges.If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by PVG in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by PVG. If the audit discloses billings or charges to which PVG is not contractually entitled, PVG shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(g) Inspection of Subcontractor's Records. PVG 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 PVG 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 Payee's costs from amounts payable by SBBC to PVG pursuant to this Agreement and such excluded costs shall become the liability of PVG.

(h) Inspector General Audits. PVG 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.

31. **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.

32. **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.

33. **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.

34. **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 this Agreement.

35. **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to PGV 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.

36. **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.

37. **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.

38. **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

39. **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.

40. **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.

41. **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.

42. **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.

43. **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.

44. **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.

45. **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.

46. **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.

# Exhibit B
## State of Florida Affidavit
## Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: PGV Advisors, LLC

Vendor FEIN: 47-5402088

Vendor's Authorized Representative Name and Title: Sanjib Datta, CEO

Address: 400 North Ashley Drive, 19th Floor, Suite 1900

City: Tampa State: Florida Zip Code: 33602

Phone Number: 678-571-3895 Email Address: sdatta@pgvadvisors.com

Section 787.06(13), Florida Statutes requires all non-governmental 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: Sanjib Datta Date: 2/19/2026

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | 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:**

**FY22-012 – Apprenticeship Agreements for Atlantic Technical College**

**REQUESTED ACTION:**

**Approve the Additional Spending Authority of $800,000 for FY22-012 - Apprenticeship Agreements for Atlantic Technical College, awarded to the eleven (11) Vendors listed in the Requested Action of the Executive Summary. 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:**

$800,000, bringing the total spending authority to $25,580,000. The funding source will come from post-secondary enrollments generated through the State Workforce Development funds, and is not included in ATCs' operating 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: | 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 Feb 24, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 10, 2026

By: _____

School Board Chair

**For more information, please contact:**
Name: Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-322-6200

**EXECUTIVE SUMMARY**

**Recommendation to Approve Additional Spending Authority**
**FY22-012 – Apprenticeship Agreements for Atlantic Technical College**

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**Board Meeting Date:** March 10, 2026

**Requested Action:**
Approve the Additional Spending Authority of $800,000 for FY22-012 - Apprenticeship Agreements for Atlantic Technical College, awarded to the following eleven (11) Vendors: 1) ABC Institute, Inc., 2) Broward County Plumbers & Pipefitters Joint Apprenticeship Training Center Trust Fund Inc., 3) Florida East Coast Electrical Joint Apprenticeship and Training Committee, 4) Florida Training Services, Inc., 5) KnowledgeQuest Education Solutions, Inc. d/b/a Learning Alliance Corporation, 6) Marine Industries Association of South Florida, Inc., 7) South Florida Ironworkers Local Union 272 JATC Trust Fund, 8) South Florida Manufacturers Association, Inc., 9) South Florida Operating Engineers Apprentice and Training Trust, 10) United Association Local 821 JATC, 11) United Service Training Corp II, 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":** Approving the Additional Spending Authority will allow Atlantic Technical College to financially compensate Apprenticeship Program sponsors as written within these Agreements.
**- If the School Board votes "No":** Not approving the Additional Spending Authority will result in Atlantic Technical College being unable to fulfill its financial contractual obligations to the individual apprenticeship sponsors within these Agreements.

**Background/History**
Atlantic Technical College (ATC) serves as the Apprenticeship Local Educational Agency (LEA) for Broward County Public Schools, providing an Apprenticeship Program, which distinguishes the District as one of the most extensive registered Apprenticeship Programs in the State of Florida. It is a Workforce Education Program that provides a variety of Building/Construction, Manufacturing, and Machining Trade programs. These awarded sponsors/vendors operate registered apprenticeship programs, including Heating, Ventilation, Air Conditioning/Refrigeration; Electrical; Elevator; Glazers; Industrial Pipefitter (Sprinkler Fitter/Pipefitter); Line Erector; Machining; Operating Engineers (Heavy Equipment); Painting and Decorating; Plumbing; and Roofing and Structural Steel. ATC apprentices in twelve trade areas. In addition, The School Board of Broward County, Florida (SBBC), Physical Plant Operations has an apprenticeship in a number of trade areas listed above, which is part of the ATC Apprenticeship Program. In keeping with Workforce demands, each program is registered with the state according to established apprenticeship standards and is reviewed by the State periodically for quality assurance and compliance.

These Agreements provide funding for program recruitment, instructional materials and supplies, equipment upgrade, replacement, and repair, and other supervisory and administrative costs, including, but not limited to, required funds for the program's Industrial Cooperative Education and Related Instruction components.

ATC pays each of the apprenticeship sponsors/vendors based on the number of active apprentices. The sponsors/vendors report participation three times per year. During the first two reporting cycles of the 2025-2026 Fiscal Year, the sponsors/vendors reported higher participation numbers than were anticipated. Because of these increased enrollment numbers, there will not be enough spending authority to pay for the third reporting window in its entirety without an increased spending authority.

Original Agreement Term: July 1, 2021, through June 30, 2024, with the option to renew for two (2) additional one (1) year periods; First Renewal Agreement Term: July 1, 2024, through June 30, 2025; Second Renewal Agreement Term: July 1, 2025, through June 30, 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:**
Atlantic Technical College's apprenticeship programs in the 2024-2025 school year had enrollment of over four thousand (4,000) apprentices. The apprenticeship programs had one thousand eight hundred sixty-six (1,866) completers with an employment placement rate of over ninety-five percent (95%).

**Financial Impact, Funding Source & Budget Status:**
The additional spending authority being requested is $800,000, bringing the total spending authority to $25,580,000. The funding source will come from post-secondary enrollments generated through the State Workforce Development funds.

| ACTION | BOARD DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT | TERM (months) |
|---|---|---|---|---|---|
| Agreement - original spending authority request | 6/15/2021 | Yes | G/L Acc – 53970000 Funds Center - 3484522210 | $12,925,000 | 36 |
| First Amendment/Renewal – additional spending authority | 3/12/2024 | Yes | G/L Acc – 53970000 Funds Center - 3484522210 | $4,955,000 | 12 |
| Second Amendment/Renewal – additional spending authority | 3/11/2025 | Yes | G/L Acc – 53970000 Funds Center - 3484522210 | $6,900,000 | 12 |
| Additional spending authority request | 3/10/2026 | Yes | G/L Acc – 53970000 Funds Center - 3484522210 | $800,000 | N/A |
| **Total Agreement Amount** | | | | **$25,580,000** | **60** |

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.

Original Agreement Term: July 1, 2021, through June 30, 2024, with the option to renew for two additional one year periods; First Renewal Agreement Term: July 1, 2024, through June 30, 2025; Second Renewal Agreement Term: July 1, 2025, through June 30, 2026; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

**Procurement Method:**
Pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and Purchasing Policy 3800, Section III, D, - competitive solicitation 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, DVD's, 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):** | N/A | **Preparation Date:** | February 3, 2026 |
| **Previous Bid # (Ex: 10-004R):** | FY22-012 | **Buyer/PA:** | BELINDA J. DEFOOR |
| **New Bid Award Total:** | $25,580,000 | **Bid Title:** | Apprenticeship Agreements for Atlantic Technical College |
| **Previous Award Total:** | $24,780,000 | | |
| **Bid Type:** | INCREASE TO BID | | |
| **Previous Bid Term (Start Date):** | 7/1/2021 | **New Bid Term (In Months):** | N/A |
| **Previous Bid Term (End Date):** | 6/30/2026 | **# of Months Into Bid:** | 55 |

| SPEND REPORTING | |
|---|---|
| **Purchase Order(s) Spend:** | $21,971,100 |
| **P Card Purchases:** | $0 |
| **Total Invoiced-to-Date Amount (PO + Pcard Purchases):** | **$21,971,100** |
| **Average Monthly Expenditure:** | $399,475 |
| **Unused Authorized Spending:** | **$2,808,900** |
| **Est. Forecasted Spend (For Entire Bid Term):** | |

| VENDOR INFORMATION | | |
|---|---|---|
| **Awarded Vendors:** | **M/WBE Status (If applicable):** | **Spend:** |
| 104094-FLORIDA TRAINING SERVICES INC | | $ 11,381,200 |
| 105850-ABC INSTITUTE, INC. | | $ 5,794,530 |
| 114878-FLORIDA EAST COAST ELECTRICAL JATC | | $ 1,533,930 |
| 133263-UNITED SERVICE TRAINING CORP II INC | | $ 1,369,906 |
| 104272-SOUTH FLORIDA OPERATING ENGINEERS | | $ 826,992 |
| 121615-BROWARD COUNTY PLUMBERS & | | $ 506,146 |
| 134998-UNITED ASSOCIATION LOCAL #821 | | $ 172,806 |
| 123120-SOUTH FLORIDA MANUFACTURERS | | $ 134,741 |
| 109414-SOUTH FLORIDA IRONWORKERS LOCAL | | $ 109,576 |
| 111590-MARINE INDUSTRIES ASSOCIATION | | $ 95,522 |
| 146291-KNOWLEDGEQUEST EDUCATION SOLUTIONS | | $ 45,000 |
| 104942-MASONRY ASSOCIATION OF FLORIDA | | $ 752 |
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| | **PO VENDOR SPEND:** | **$ 21,971,100** |
| | **P-CARD SPEND:** | **$ -** |
| | **TOTAL SPEND:** | **$ 21,971,100** |

**NOTES (Type Below):**

Cost Center: 3484522210
Fund: 1000
Functional Area: 5371000000000000
Commitment Item: 53970000

| | |
|---|---|
| G/L Account | 53970000 |
| Funds Center | 3484522210 |

| Default Funding Source* | | Department/School & Sign-off Information* | |
|---|---|---|---|
| **Cost Center** | | **Name** (First & Last) | Neeta E. Rancourt |
| **Fund** | | **Title** | Principal/Director |
| **Functional Area** | | **Department/School Name** | Technical School |
| **Commitment Item** | | **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:** | **2/9/2026** |

**All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.**

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | 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:**

**FY24-170 – Dual Enrollment Agreement with Embry Riddle Aeronautical Univ.**

**REQUESTED ACTION:**

**Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Embry-Riddle Aeronautical University, Inc. (ERAU) to provide Secondary Students the opportunity to participate in the existing STEM program while earning college credits for their efforts, and the additional spending authority of $128,601. 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
- Original Agreement
- First Amendment
- Second Amendment

**FINANCIAL IMPACT:**

$128,601, funded through Career and Professional Education Act (CAPE) funds. The new total award amount is $327,746.41.

**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 Feb 24, 2026

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

Approved in Open Board Meeting On: March 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 Second Amendment and Additional Spending Authority with Embry-Riddle Aeronautical University, Inc.**
**FY24-170 – Dual Enrollment Agreement with Embry Riddle Aeronautical University**

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**Board Meeting Date:** March 10, 2026

**Requested Action:**
Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Embry-Riddle Aeronautical University, Inc. (ERAU) to provide Secondary Students the opportunity to participate in the existing STEM program while earning college credits for their efforts, and the additional spending authority of $128,601.

**School Board Policy Requirement/Authority:** School Board Policy 4000, Section IV, F, 3. Dual Enrollment.

**Statutory Requirement/Authority:** Not Applicable

**District-Zone Impact:** District-wide

**Impact of the School Board's Vote:**
**- If the School Board votes "Yes":** SBBC students will continue to access Dual Enrollment and aerospace courses through ERAU, including high school and middle school coursework, college credit options, and Science, Technology, Engineering, and Mathematics (STEM) outreach activities.
**- If the School Board votes "No":** Students in the District's aviation and aerospace programs will lose access to college-level coursework and credentialed faculty, interrupting pathways that lead to postsecondary credit and aerospace careers.

**Background/History**
Embry-Riddle Aeronautical University (ERAU) provides access to STEM and aviation education for middle and high school students. Students participate in dual enrollment, high school-level, and middle school-level aerospace courses taught by ERAU-credentialed adjunct faculty and trained existing Career Technical Education (CTE) instructors.

The program introduces students to college-level aviation and aerospace curriculum. These courses provide students with college credits while aligning with state CTE frameworks and preparing students for industry credentials.

In addition to Dual Enrollment instruction, ERAU provides professional development for teachers, access to course materials, ongoing curriculum support, and opportunities for participation in aerospace competitions and career exploration initiatives. The partnership now spans more than twenty-five (25) Broward County middle and high schools, creating a cohesive pipeline from middle school aerospace foundations to postsecondary degree pathways in aviation, aerospace engineering, and unmanned systems.

Agreement Term: August 1, 2023, through July 31, 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:**
This Amendment will support approximately sixty-two (62) aerospace course sections during the 2025–2026 academic year. Outcomes include increased student participation in aerospace studies, expanded Dual Enrollment opportunities, and measurable gains in college credit attainment and industry certifications.

**Financial Impact, Funding Source & Budget Status:**
The financial impact to the District for this Amendment is $128,601, funded through Career and Professional Education Act (CAPE) funds. The new total award amount is $327,746.41.

| ACTION | BOARD DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT | TERM (months) |
|---|---|---|---|---|---|
| Agreement - original spending authority request | 9/19/2023 | Yes | CAPE funds Fund: 1000 | $100,626.41 (FY 23-24) | 35 |
| First Amendment – additional spending authority request | 11/13/2024 | Yes | CAPE funds Fund: 1000 | $98, 519 (FY24-25) | N/A |
| Second Amendment – additional spending authority request | 3/10/2026 | Yes | CAPE funds Fund: 1000 | $128,601 (FY25-26) | N/A |
| **Total Agreement Amount** | | | | **$327,746.41** | |

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**
This is a multi-year Agreement for three (3) years which ensures the District the negotiated prices will not increase through the initial three (3) year period.

**Procurement Method:**
Pursuant to Purchasing Policy 3800, 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:** The partnership impacts middle and high schools offering aviation and aerospace coursework. Schools are selected based on enrollment in existing CTE aerospace programs and teacher credentials.

**If there is an impact on schools, how will schools be selected/prioritized:**
Middle and high schools offering aerospace coursework are impacted by this Agreement. The partnership ensures continued access to Dual Enrollment and instructional support. Schools are selected based on their CTE aerospace programs, teacher credentials, and student enrollment demand.

**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:** | February 17, 2026 |
| **Previous Bid # (Ex: 10-004R):** | FY24-170 | **Buyer/PA:** | CYNTHIA GOMEZ |
| **New Bid Award Total:** | $327,746 | **Bid Title:** | DUAL ENROLLMENT AGREEMENT WITH EMBRY RIDDLE AERONAUTICAL UNIVERSITY |
| **Previous Award Total:** | $199,145 | | |
| **Bid Type:** | INCREASE TO BID | | |
| **Previous Bid Term (Start Date):** | 9/19/2023 | **New Bid Term (In Months):** | |
| **Previous Bid Term (End Date):** | 7/31/2026 | **# of Months Into Bid:** | 29 |

| SPEND REPORTING | |
|---|---|
| **Purchase Order(s) Spend:** | $197,979 |
| **P Card Purchases:** | $0 |
| **Total Invoiced-to-Date Amount (PO + Pcard Purchases):** | **$197,979** |
| **Average Monthly Expenditure:** | $6,827 |
| **Unused Authorized Spending:** | **$1,167** |
| **Est. Forecasted Spend (For Entire Bid Term):** | |

| VENDOR INFORMATION | | |
|---|---|---|
| **Awarded Vendors:** | **M/WBE Status (If applicable):** | **Spend:** |
| 131614-EMBRY-RIDDLE AERONAUTICAL UNIVERSIT | | $ 197,979 |
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| | **PO VENDOR SPEND:** | **$ 197,979** |
| | **P-CARD SPEND:** | **$ -** |
| | **TOTAL SPEND:** | **$ 197,979** |

**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** | 55160000 | **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:** | **2/16/2026** |
|---|---|---|

**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 & Warehousing Services**
**Mary C. Coker, Director**
7720 West Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
mary.coker@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. Peter B. Licata
Superintendent of Schools

October 6, 2023

Nanette Guzman, DBA, CRA
Director Office of Sponsored Research
Embry Riddle Aeronautical University
1 Aerospace Boulevard
Daytona Beach, Florida 32114

RE: FY24-170 - Dual Enrollment Agreement with Embry Riddle Aeronautical University

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Embry-Riddle Aeronautical University, Inc. This is the result of the School Board's approval on September 19, 2023, for Item 11. Full details are outlined in the Agreement.

Sincerely,

Mary Catherine Coker, Director
Procurement & Warehousing Services

MCC: bm
Attachment(s)

cc: Adriana Rodriguez, Purchasing Agent III
Guy Barmoha, Director, Secondary Learning (6-12)
Annmarie Richards, Coordinator, Economic Development & Diversity Compliance

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2023-09-19 | Special School Board Meeting |
| **CATEGORY:** | OO. Strategy & Operations |
| **DEPARTMENT:** | Procurement & Warehousing Services |

| | |
|---|---|
| Agenda Item Number: | 11. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**FY24-170 - Dual Enrollment Agreement with Embry Riddle Aero University**

**REQUESTED ACTION:**

**Approve the Agreement; Contract Term: September 19, 2023 through July 31, 2026; Award Amount: $100,626.41; Awarded Vendor: Embry-Riddle Aeronautical University, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None; 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 consent by the Office of the General Counsel.

**EXHIBITS:**

- Executive Summary
- Financial Analysis Worksheet
- Agreement

**FINANCIAL IMPACT:**

$100,626.41 funded through school-based CAPE funds.

**STRATEGIC PLAN ALIGNMENT:**

**Student Focus Outcomes**

College and Career Readiness/Acceleration **OR** **Business Operations**

**BOARD ACTION:**

(For Official School Board Records Only)

APPROVED

**SOURCE OF ADDITIONAL INFORMATION**

| | | | |
|---|---|---|---|
| Name: | Judith M. Marte | Phone: | 754-321-2611 |
| Name: | Dr. Howard Hepburn | Phone: | 754-321-2100 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature

Form S4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: September 19, 2023

By: Lori Alhadeff

School Board Chair

# 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

**EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, INC.**
(hereinafter referred to as "ERAU"),
whose principal place of business is
1 Aerospace Boulevard, Daytona Beach, Florida 32114-3900

**WHEREAS**, ERAU is a university specializing in aviation and aerospace; and

**WHEREAS**, ERAU and SBBC desire to provide secondary school-age students the opportunity to take college level courses and receive credit for high school graduation through dual enrollment ("DE") under Section 1007.271, Florida Statutes, and applicable Florida law; and

**WHEREAS**, under this Agreement, the parties desire to provide secondary students with advanced high school programming in aerospace studies for high school credit, and teacher technical training.

**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**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on July 31, 2026, unless terminated earlier pursuant to section 3.05 of this Agreement.

2.02 **Scope of Services**. The parties agree to identify, define, develop, and implement activities, as described in **Appendix A:** Statement of Work and Budget, **Appendix B:** ERAU Course Offerings, **Appendix C:** Additional Terms and Conditions, **Appendix D:** Programmatic Information for School Based Administrators incorporated herein by reference.

The following schools have been identified as locations for providing dual enrollment, high school, and middle school course work to support career pathways and STEM outreach:

- Blanche Ely High School
- Boyd H. Anderson High School
- Charles W Flanagan High School
- Coral Glades High School
- Cypress Bay High School
- Miramar High School
- Northeast High School
- Plantation High School
- AC Perry Middle School
- Crystal Lake Middle School
- Gulfstream Academy K-8
- James S Rickards Middle School
- Lauderdale Lakes Middle School
- New Renaissance Middle School
- Pines Middle School
- Pompano Beach Middle School
- Ramblewood Middle School
- Silver Lakes Middle School

2.03 **Cost of Services**. SBBC will make payment for the academic school year in accordance with **Appendix A** Statement of Work and Budget and any addenda to this Agreement entered into by both parties.

2.04 **Payment**.

1) The parties will enter into a firm fixed price agreement with ERAU for work under this Agreement and affix the amount to this Agreement as a Budget, attached hereto as **Appendix A** and incorporated herein by this reference.

2) ERAU shall submit invoices to the SBBC, and SBBC shall pay ERAU for its satisfactory performance of the services in accordance with the terms set forth herein.

3) Payments for verified invoices for the academic school year (ASY) will be due as follows:

| | |
|---|---|
| Upon Execution of Agreement | 50% of total amount due for ASY |
| March 1, 2024 | 50% of total amount due for ASY |
| Upon Receipt of CAPE Certification Dollars in Fall if Applicable | 5% Cape Certification due for ASY |

4) SBBC's payment for the 2024-25 and 2025-26 academic school years is contingent upon an amendment to this Agreement that is signed by both parties with an updated Statement of Work (SOW).

5) Invoicing

| Invoices shall be submitted to: | | Payment shall be remitted to: |
|---|---|---|
| Name & Title: | James Payne, CTACE Supervisor | Daytona Grants & Contracts Requests |
| SBBC: | The School Board of Broward County, Florida | Embry-Riddle Aeronautical University |
| Add 1: | 1701 NW 23rd Avenue | 1 Aerospace Blvd |
| Add 2: | Ft Lauderdale, FL 33311 | Daytona Beach, FL 32114-3900 |
| Phone: | (754) 321-8420 | 386-226-6212 |
| Email: | james.payne@browardschools.com | dbgcars@erau.edu |

2.05 **SBBC Disclosure of Education Records**.

(a) SBBC staff will provide ERAU with the education records listed in this section for the following purpose(s):

1) Enrolling students into dual enrollment courses.
2) For SBBC and ERAU to provide ongoing academic advisement in dual enrollment course options and progression in dual enrollment courses.

(b) SBBC will provide ERAU with the following education records via secure email:
1) Student First and Last Name
2) School Name
3) High School Transcript
4) Unweighted High School Grade Point Average (GPA)
5) PSAT, SAT, ACT, Advanced Placement (AP) or Postsecondary Education Readiness Test (PERT) test scores

(c) In addition to the education records being disclosed by SBBC staff in Section 2.05(b), ERAU will also have access to work and information input by students in ERAU online platform, including: coursework, and assessment responses. ERAU 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 ERAU online platform, or when ERAU 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.

(d) SBBC and ERAU may provide personally identifiable student records to each other in the performance of this Agreement without prior consent of the parent or student age 18 years or over. Such records are provided pursuant to Sections 1002.22, 1002.221, and 1002.225, Florida

Statutes and the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g.

(e) The requirements of this section supersede any uses and disclosures of education records or the like as listed in ERAU privacy policies if any.

2.06 **Safeguarding Confidentiality of Education Records**.

(a) Notwithstanding any provision to the contrary within this Agreement, ERAU shall:

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) 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;

3) 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;

4) safeguard each education record through administrative, physical, and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) 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 be in compliance with Section 1006.1494, Florida Statutes;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), 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;

7) fully cooperate with appropriate SBBC staff, including its Privacy Officer and Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) 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;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) 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;

11) purge education records from any media once the media is no longer in use or is to be disposed.

(b) All education records shall 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 and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) ERAU 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. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.07 **SBBC Disclosure of Employee Records**.

(a) SBBC staff will provide ERAU with the employee records in this section for the following purposes:

(1) Provide college level courses and credit for high school graduation through the Career Dual Enrollment ("DE") provision

(2) Provide secondary students with advance high school programming in aerospace studies for high school credit, teacher technical training and professional development, and STEM outreach.

(b) SBBC will provide ERAU with the following employee records, via secure email:

(1) Employee first and last name
(2) Employee email address
(3) Employee school location

(c) In addition to the employee records being disclosed by SBBC staff in this section, ERAU will also have access to work and information input by employees in ERAU's online platform, including, responses to students' coursework and assessment responses.

(d) The requirements of this section shall supersede any uses and disclosures of employee records or the like as listed in ERAU privacy policies, if any.

2.08 **ERAU Safeguarding the Confidentiality of Employee Records.**

Notwithstanding any provision to the contrary within this Agreement, ERAU shall:

(a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

(b) 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;

(c) 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;

(d) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

(e) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), 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;

(f) 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

(g) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

2.09 **Auditing of Data Protection Controls.**

(a) ERAU complies with the requirements of the Gramm-Leach-Bliley Act (GLBA). The GLBA Safeguards Rule (https://www.ftc.gov/legal-library/browse/rules/safeguards-rule) mandates the following security measures, all of which have been implemented by ERAU:

1) Designate a qualified individual to oversee their information security program.
2) Develop a written risk assessment.
3) Limit and monitor access to sensitive student information.
4) Encrypt all sensitive information.
5) Train security personnel.

6) Develop an incident response plan.
7) Regularly evaluate the security practices of service providers.
8) Implement multi-factor authentication (MFA) or another method with equivalent protection for anyone accessing student information.

(b) As part of the GLBA compliance efforts, ERAU is aligned with the controls listed in the National Institute of Standards and Technology Special Publication 800-171 Rev. 2, Controlled Unclassified Information in Nonfederal Systems (NIST 800-171). Additionally, ERAU complies with the requirements of the Family Educational Rights and Privacy Act (FERPA).

(c) ERAU undergoes annual third-party security assessments to validate the security controls that are in place to protect the SBBC data provided under this Agreement.

2.10 **Inspection of ERAU's Records by SBBC**. ERAU shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of ERAU'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 ERAU'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 ERAU pursuant to this Agreement. SBBC's agent or its authorized representative shall provide ERAU 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 ERAU'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. ERAU 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.

2.11 **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<br>The School Board of Broward County, Florida<br>600 Southeast Third Avenue<br>Fort Lauderdale, Florida 33301 |
| With a Copy to: | Chief Academic Officer<br>The School Board of Broward County, Florida<br>600 Southeast Third Avenue<br>Fort Lauderdale, Florida 33301 |
| To ERAU: | Nanette Guzman, DBA, CRA |

Director Office of Sponsored Research
Embry Riddle Aeronautical University
1 Aerospace Boulevard
Daytona Beach, Florida 32114

2.12 **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.

2.13 **Background Screening**. ERAU 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 ERAU'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 ERAU or its personnel providing any services under this Agreement. ERAU 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 ERAU and its personnel. The parties agree that the failure of ERAU 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 ERAU to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. ERAU 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 ERAU'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.

2.14 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. ERAU 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, ERAU 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. ERAU 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 ERAU does not transfer the public records to SBBC. Upon completion of the Agreement, ERAU shall transfer, at no cost, to SBBC all public records in possession of ERAU or keep and maintain public records required by SBBC to perform the services required under the Agreement. If ERAU transfers all public records to SBBC upon completion of the Agreement, ERAU shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ERAU keeps and maintains public records upon completion of the Agreement, ERAU 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.**

2.15 **Liability**. 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.

2.16 **Insurance Requirements**.

ERAU shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. ERAU shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, ERAU shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(c) Professional Liability/Errors & Omissions. ERAU shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000 per occurrence covering any services provided under this Agreement.

(d) Auto Liability. ERAU 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 Combined Single Limit. If ERAU does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000. In addition, an affidavit signed by ERAU must be furnished to SBBC stating the following: "Insert Name does not own any vehicles. If ERAU acquires any vehicles during the term of the Agreement, ERAU agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(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 ERAU 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 in order to permit ERAU sufficient time to remedy any deficiencies. ERAU 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 insureds.

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, 600 SE 3rd Ave, Fort Lauderdale, FL 33301.

(h) Cancellation of Insurance. ERAU 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.

(i) 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.

2.17 **Nondiscrimination**.

(a) As a condition of entering into this Agreement, ERAU 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, ERAU 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, ERAUs, suppliers, or commercial customers, nor shall ERAU retaliate against any person for reporting instances of such discrimination. ERAU shall provide equal opportunity for subcontractors, ERAUs, 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. ERAU understands and agrees that a material violation of this clause is 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.

2.18 **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 ERAU 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. ERAU further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. ERAU 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. ERAU further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if ERAU (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 ERAU 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.

2.19 **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.

2.20 **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.

2.21 **Incorporation by Reference**. **Appendices A, B, C, and D a**re attached hereto and referenced herein are incorporated into this Agreement by reference.

2.22 **Proprietary Information**.

(a) 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.

(b) 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.

## 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 or ERAU 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.

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 **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 shall survive the termination of this Agreement.

3.20 **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.

3.21 **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.

3.22 **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 INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Lori Alhadeff, Chair

Date: 9/19/23

ATTEST:

_____
Dr. Peter B. Licata
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Digitally signed by Maya Moore
Reason: ERAU Dual Enrollment Agreement (2)
Date: 2023.09.11 15:49:18 -04'00'

_____
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR ERAU:**

**EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, INC.**

ATTEST:

_____
Signature

By: _____
Nanette Guzman, DBA, CRA

_____
Title

Date: _____

**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/☐did not first take an oath this _____ day of _____, 2023.

My Commission Expires:

_____
Signature – Notary Public

(SEAL)

_____
Print Name of Notary

_____
Notary's Commission No.

STEPHANIE NICKOLOFF
Notary Public - State of Florida
Commission # HH 439601
My Comm. Expires Sep 4, 2027

# Appendix A: Statement of Work and Budget

2023 Fall Semester/Spring Semester 2024

| | |
|---|---|
| 1. High School Course Sections | 35 |
| 2. Dual Enrollment Course Sections | 30 |
| Total Sections | 65 |

| | | |
|---|---|---|
| Course Monitor Fees: | 30 courses @ $100.00 | $3,000.00 |
| Dual Enrollment Section Costs | 30 courses @ $500.00 | $15,000.00 |
| High/Middle School Section Costs | 35 courses @ $250.00 | $8,750.00 |
| ERAU Adjunct Faculty Costs | 18 sections @ $2,625.00 | $47,250.00 |
| Fringe Benefits ERAU Adjunct Faculty | | $4,070.25 |
| Indirect Costs for ERAU to support this program | | $22,556.16 |
| TOTAL | | $100,626.41 |

APPENDIX B

ERAU Course Offerings

8/17/2023

| Location Descr | DE | Sec | Fall 2023 Course | Instructor | DE | Sec | Spring 2024 Course | Instructor |
|---|---|---|---|---|---|---|---|---|
| Broward - AC Perry MS | | x | Aerospace Dimensions | Jaqueline Foster | | x | Aerospace Dimensions - continued | Jaqueline Foster |
| Broward - Blanche Ely HS | x | | AS 120 - Principles of Aeronautical Science | Andrew Nicholson-ERAU | x | | AS 220 - Unmanned Aircraft Systems | Andrew Nicholson-ERAU |
| Broward - Boyd H. Anderson HS | x | | AS 120 - Principles of Aeronautical Science | Andrew Nicholson-ERAU | x | | AS 220 - Unmanned Aircraft Systems | Andrew Nicholson-ERAU |
| Broward - Boyd H. Anderson HS | x | | AS 121a - Private Pilot Operations | Gustavo Junco-ERAU | x | | AS 121b - Private Pilot Operations | Gustavo Junco-ERAU |
| Broward - Boyd H. Anderson HS | | x | AOPA | Robert Peters | | x | AOPA - continued | Robert Peters |
| Broward - Boyd H. Anderson HS | | x | AOPA | Robert Peters | | x | AOPA - continued | Robert Peters |
| Broward - Boyd H. Anderson HS | | x | AOPA | Robert Peters | | x | AOPA - continued | Robert Peters |
| Broward - Boyd H. Anderson HS | | x | AOPA | Robert Peters | | x | AOPA - continued | Robert Peters |
| Broward - Boyd H. Anderson HS | | x | AOPA | Robert Peters | | x | AOPA - continued | Robert Peters |
| Broward - Charles W Flanagan HS | | x | RPO - Remote Pilot Operations | Bharathy Chummar | | x | RPO - Remote Pilot Operations - continued | Bharathy Chummar |
| Broward - Charles W Flanagan HS | | x | RPO - Remote Pilot Operations | Bharathy Chummar | | x | RPO - Remote Pilot Operations - continued | Bharathy Chummar |
| Broward - Charles W Flanagan HS | x | | AS 121a - Private Pilot Operations | Jay Schwartz-ERAU | x | | AS 121b - Private Pilot Operations | Jay Schwartz-ERAU |
| Broward - Coral Glades HS | x | | AS 120 - Principles of Aeronautical Science | Sherri McGinley | x | | AS 220 - Unmanned Aircraft Systems | Sherri McGinley |
| Broward - Coral Glades HS | x | | AS 121a - Private Pilot Operations | Sherri McGinley | x | | AS 121b - Private Pilot Operations | Sherri McGinley |
| Broward - Coral Glades HS | x | | AS 235 - UAS & XCountry Data Entry | Sherri McGinley | x | | AS 222 - UAS Security | Sherri McGinley |
| Broward - Crystal Lake MS | | x | Aerospace Dimensions | Traci Cohen | | x | Aerospace Dimensions - continued | Traci Cohen |
| Broward - Cypress Bay HS | | x | Aeruspace: The Journey of Flight | TBA | | x | Aerospace: The Journey of Flight - continued | TBA |
| Broward - Cypress Bay HS | x | | AS 120 - Principles of Aeronautical Science | Josue Tirado-ERAU | x | | AS 220 - Unmanned Aircraft Systems | Josue Tirado-ERAU |
| Broward - Cypress Bay HS | x | | AS 120 - Principles of Aeronautical Science | Josue Tirado-ERAU | x | | AS 220 - Unmanned Aircraft Systems | Josue Tirado-ERAU |
| Broward - Cypress Bay HS | x | | AS 235 - UAS & XCountry Data Entry | Mario Ochoa | x | | AS 222 - UAS Security | Mario Ochoa |
| Broward - Gulfstream Academy K-8 | | x | Aerospace Dimensions | Stephina Washington | | x | Aerospace Dimensions - continued | Stephina Washington |
| Broward - James S. Rickards MS | | x | Aerospace Dimensions | Zachary Vonderlinden | | x | Aerospace Dimensions - continued | Zachary Vonderlinden |
| Broward - James S. Rickards MS | | x | Aerospace Dimensions | Zachary Vonderlinden | | x | Aerospace Dimensions - continued | Zachary Vonderlinden |
| Broward - Lauderdale Lakes MS | | x | Aerospace Dimensions | Robert McKenzie | | x | Aerospace Dimensions - continued | Robert McKenzie |
| Broward - Lauderdale Lakes MS | | x | Aerospace Dimensions | Robert McKenzie | | x | Aerospace Dimensions - continued | Robert McKenzie |
| Broward - Lauderdale Lakes MS | | x | Aerospace Dimensions | Robert McKenzie | | x | Aerospace Dimensions - continued | Robert McKenzie |
| Broward - Lauderdale Lakes MS | | x | Aerospace Dimensions | Robert McKenzie | | x | Aerospace Dimensions - continued | Robert McKenzie |
| Broward - Lauderdale Lakes MS | | x | Aerospace Dimensions | Robert McKenzie | | x | Aerospace Dimensions - continued | Robert McKenzie |
| Broward - Lauderdale Lakes MS | | x | Aerospace Dimensions | Robert McKenzie | | x | Aerospace Dimensions - continued | Robert McKenzie |
| Broward - Miramar HS | x | | AS 120 - Principles of Aeronautical Science | James E. Martin-ERAU | x | | AS 220 - Unmanned Aircraft Systems | James E. Martin-ERAU |
| Broward - Miramar HS | x | | AS 235 - UAS & XCountry Data Entry | James E. Martin-ERAU | x | | AS 222 - UAS Security | James E. Martin-ERAU |
| Broward - Miramar HS | x | | AS 121a - Private Pilot Operations | James E. Martin-ERAU | x | | AS 121b - Private Pilot Operations | James E. Martin-ERAU |
| Broward - Miramar HS | x | | BA 201 - Principles of Management | Jaqueline Peeters | x | | BA 310 - Airport Management | Jaqueline Peeters |
| Broward - Miramar HS | | x | Aerospace: The Journey of Flight | Luis Font | | x | Aerospace: The Journey of Flight - continued | Luis Font |
| Broward - New Renaissance MS | | x | Aerospace Dimensions | Roxana Smilovich | | x | Aerospace Dimensions - continued | Roxana Smilovich |
| Broward - New Renaissance MS | | x | Aerospace Dimensions | Roxana Smilovich | | x | Aerospace Dimensions - continued | Roxana Smilovich |
| Broward - Northeast HS | x | | AS 120 - Principles of Aeronautical Science | Timothy White | x | | AS 220 - Unmanned Aircraft Systems | Timothy White |
| Broward - Northeast HS | | x | Aerospace: The Journey of Flight | Walter Hernandez | | x | Aerospace: The Journey of Flight - continued | Walter Hernandez |
| Broward - Northeast HS | | x | Aerospace: The Journey of Flight | Michael Rosenfield | | x | Aerospace: The Journey of Flight - continued | Michael Rosenfield |
| Broward - Northeast HS | | x | Aerospace: The Journey of Flight | Michael Rosenfield | | x | Aerospace: The Journey of Flight - continued | Michael Rosenfield |
| Broward - Pines MS | | x | Aerospace Dimensions | Janet Hodgman | | x | Aerospace Dimensions - continued | Janet Hodgman |
| Broward - Pines MS | | x | Aerospace Dimensions | Janet Hodgman | | x | Aerospace Dimensions - continued | Janet Hodgman |
| Broward - Pines MS | | x | Aerospace Dimensions | Janet Hodgman | | x | Aerospace Dimensions - continued | Janet Hodgman |
| Broward - Plantation HS | | x | Aviation Technical Design I | Joseph Vallone | | x | Aviation Technical Design I - continued | Joseph Vallone |
| Broward - Plantation HS | | x | Aviation Technical Design I | Joseph Vallone | | x | Aviation Technical Design I - continued | Joseph Vallone |
| Broward - Plantation HS | | x | Aviation Technical Design I | Joseph Vallone | | x | Aviation Technical Design I - continued | Joseph Vallone |
| Broward - Plantation HS | | x | Aviation Technical Design II | Joseph Vallone | | x | Aviation Technical Design II - continued | Joseph Vallone |
| Broward - Pompano Beach MS | | x | Aerospace Dimensions | Timothy Myhre | | x | Aerospace Dimensions - continued | Timothy Myhre |
| Broward - Pompano Beach MS | | x | Aerospace Dimensions | Timothy Myhre | | x | Aerospace Dimensions - continued | Timothy Myhre |
| Broward - Pompano Beach MS | | x | Aerospace Dimensions | Timothy Myhre | | x | Aerospace Dimensions - continued | Timothy Myhre |
| Broward - Pompano Beach MS | | x | Aerospace Dimensions | Timothy Myhre | | x | Aerospace Dimensions - continued | Timothy Myhre |
| Broward - Pompano Beach MS | | x | Aerospace Dimensions | Timothy Myhre | | x | Aerospace Dimensions - continued | Timothy Myhre |
| Broward - Ramblewood MS | | x | Aerospace Dimensions | Patrick Maletta | | x | Aerospace Dimensions - continued | Patrick Maletta |
| Broward - Ramblewood MS | | x | Aerospace Dimensions | Patrick Maletta | | x | Aerospace Dimensions - continued | Patrick Maletta |
| Broward - Silver Lakes MS | | x | Aerospace Dimensions | Ernst Alexis | | x | Aerospace Dimensions - continued | Ernst Alexis |
| | | | | | | | | |
| | 15 | 40 | | | 15 | 40 | | |

DE = Dual enrollment credit course

SEC = Secondary credit course

## Appendix C: Additional Terms and Conditions

### Purpose

Dual enrollment courses are postsecondary courses that eligible students can take to earn both secondary and college or career certificate credit facilitating accelerated progress toward a post-secondary certificate or degree. The Gaetz Aerospace Institute (GAI) of Embry-Riddle Aeronautical University (ERAU), Contract Committee meets annually in the spring to go over the current year's agreements and discusses changes that are required due to changes in statute or rule and any changes desired by either the school district or the college. A draft document is prepared by ERAU personnel and sent to all members of the Committee for additional changes or approval. Once the document is in its final draft, copies are sent to the school districts to take to their school boards for approval and signatures. Once approved and signed, copies are sent to Embry-Riddle Aeronautical University (ERAU) to be approved and signed by GAI–ERAU. Digitally signed, electronic copies are sent to the school district personnel unless hard copies are requested.

### A. A ratification or modification of all existing agreements

Once the Agreement is signed by both parties, the Agreement will be active for the upcoming academic year. This Agreement covers **dual enrollment**, but also course work to support career pathways, outreach and teacher preparation. Legislative changes that occur after the final draft of this document which impact the existing or upcoming academic year will take precedence.

### B. A description of the process by which students and their parents are informed about opportunities for student participation in the concurrent/dual enrollment program

It is the responsibility of the high schools in the district to inform students of the availability of the dual enrollment program requirements and currently offered courses through educational planning and guidance process. Each high school will advertise dual enrollment through a variety of methods. High school personnel will direct students to meet with their high school guidance counselors if they are interested in learning more about participation in dual enrollment. High school guidance counselors will review with the student criteria for participation in the dual enrollment program. Information will also be available to students and parents on ERAU's Gaetz Aerospace Institute website. It is the responsibility of the high schools to notify parents about the option for their child to participate in dual enrollment courses through a variety of means.

1. References to students in this document mean any student enrolled in a GAI - ERAU course.

2. Registration in this document refers to the period of time between applying and enrolling in their dual enrollment courses each semester.

3. References to applying or applications means the process by which the student completes the online application, enters the information required, and submits the parent consent form. This process is completed upon entry to the program and is only required to be completed once.

4. GAI will provide information to the secondary schools regarding requirements for participation in, and the educational benefits to be derived from concurrent/dual enrollment.

5. The secondary schools, in turn, will utilize printed, published, electronic, or other media to notify students and their parents or guardians of the opportunity to participate in these programs. The secondary schools will additionally provide information, using these same methods, to students and their parents or guardians, of the eligibility criteria for participation in these programs.

6. GAI will post application deadlines and registration dates on its concurrent/dual enrollment website https://erau.edu/gaetz-aerospace-institute/students-instructors/important-dates.

7. GAI's Regional Managers, Faculty and staff will work with district and school officials on targeted concurrent/dual enrollment recruiting activities.

C. **A delineation of courses and programs available to students eligible to participate in concurrent/dual enrollment, outreach and career pathway courses.**

1. Courses to be provided by GAI under this Agreement will be mutually agreed upon by GAI and the School District and will avoid unnecessary duplication of existing courses.

2. Section 1007.271(1), Florida Statutes, establishes that "the dual enrollment program is the enrollment of an eligible secondary student … in a postsecondary course creditable toward high school completion and a career certificate or an associate or baccalaureate degree". A student who is enrolled in postsecondary instruction that is not creditable toward a high school diploma may not be classified as a dual enrollment student. Physical education skills courses and college preparatory instruction are not eligible for dual enrollment.

3. GAI will furnish each school with a copy of the current courses with descriptions for each course in which a student may be enrolled. Specific courses to be provided on school campuses in the

participating districts shall be mutually agreed upon by the School Board and GAI.

- Dual enrollment: https://erau.edu/gaetz-aerospace-institute/programs/concurrent-dual-enrollment
- High school credit courses: https://erau.edu/gaetz-aerospace-institute/programs/smarter-high-school

4. Courses eligible for dual enrollment must be a minimum of three college credits; courses with two or more college credits with a 1.0 or more credit lab are acceptable. If there are co-requisite courses required by ERAU, the courses must be taken simultaneously.

5. GAI courses, both dual enrollment and SMART@ER courses, **have a cap of no more than 30 students per section (class period)**. Dual enrollment courses may not be combined with other courses. All students in the dual enrollment classroom must be enrolled with ERAU.

**D. A description of the process by which students and their parents exercise options to participate in the concurrent/dual enrollment program**

Students and the parent/guardian of students wishing to pursue participation in the GAI program must contact their secondary school guidance counselors to discuss admissions criteria and to obtain the necessary application information.

**E. Application Process**

1. Complete Online Application – New Students Only – First 10 Days of Semester All new students (students who have not taken an ERAU class previously) must complete the online application. Special care should be taken to enter information correctly as this will create the official ERAU student account. Applications are typically processed within a few business days. The online application link can be found on the GAI website at https://erau.edu/gaetz-aerospace-institute/students-instructors.

   Once the application is processed at ERAU, the student will receive an email with their Embry-Riddle Student ID number and email address. The student must log on to ERNIE to claim their account and set up their password. To access ERNIE, go to www.erau.edu and click on ERNIE at the top of the page.

2. Complete Consent Form – New Students Only – First 10 Days of

the semester all new students (students who have not taken an ERAU class previously) must submit a Consent Form, complete with their ERAU student ID#, and both parent/guardian and guidance counselor signatures. The Consent Form must be submitted to ERAU for the student to be eligible to enroll in courses.

3. Enrolling in Courses – ALL STUDENTS

Instructors will supply their students with the correct Course Code and Section Number for the class during the Registration period and instructions for enrolling. Students will self-enroll in their courses online each semester by accessing their ERNIE accounts.

The school is responsible for providing any documents needed for eligibility. This may include secondary school transcripts or placement test scores.

All documentation must be received by ERAU by the posted deadlines. If a student does not meet eligibility criteria or does not submit paperwork by the posted deadline, they may not be eligible to enroll.

F. **Registration** - GAI brochures will be provided to guidance counselors by ERAU to better help students and parents understand the requirements, admission, enrollment, procedures, and benefits of program participation. The registration process is also housed on the GAI website: https://erau.edu/gaetz-aerospace-institute/students-instructors.

Instructors will supply their students with the correct course and section number during open registration and students will self-register online. Students should verify their enrollments by logging in to their ERNIE accounts and reviewing their student center records. Students are held to the GAI academic calendar and deadlines. Any schedule changes must be made by the published deadlines. It is the student's responsibility to notify ERAU's GAI office if they change schools or withdraw from secondary school.

G. **Withdrawal process** – dual enrollment students must notify their teacher and guidance counselor to withdraw from a course(s) within the withdrawal period. The student must see their guidance counselor to request a withdrawal. The guidance counselor will email ERAU at bosmat@erau.edu of the effective date of the student's schedule change. Requests must be received by the withdrawal deadline. The student will receive a W on their transcript for the attempt in the course. Students who withdraw two times are no longer eligible to participate in the ERAU-GAI program.

Regardless of meeting student eligibility requirements for continued enrollment, a student may lose the opportunity to participate in a course if the student is disruptive to the learning process such that the progress of other

students or the efficient administration of the course is hindered.

In addition, a student will be sanctioned accordingly if found to violate any of the ERAU student code of conduct standards as outlined in the ERAU Student Handbook. This could include a sanction ranging from a warning to permanent dismissal from ERAU. https://erau.edu/gaetz-aerospace-institute/students-instructors/academic-integrity-student-handbook

Each course taken through concurrent/dual enrollment will count toward the student's total attempted hours once they graduate secondary school. If the student takes unnecessary course work, it could impact Federal Financial Aid and university excess hour fees in the future. It is the responsibility of school guidance counselors to share this information with parents.

H. **Grade Distribution** - All students enrolled in concurrent/dual enrollment classes will be graded on the same basis as other college students in the same courses. GAI will assign letter grades to each student/course and the letter grade assigned shall be posted to the student's secondary school transcript by the school district. Final grades between the university course and high school course must match.

I. **A list of any additional initial student eligibility requirements for participation in the concurrent/dual enrollment program**

1. An overall GPA of 2.5 on an unweighted 4.0 scale is required for students to enroll in dual enrollment. Students must be in grades 10-12 to enroll in dual enrollment courses. Continued eligibility for college credit dual enrollment (concurrent/dual enrollment) requires the maintenance of a 2.0 unweighted secondary school GPA and the minimum GPA required by the college. S. 1007.271(3), F.S., allows exceptions to the required GPA on an individual student basis if both parties agree and the terms of the agreement are contained within the dual enrollment agreement.

2. The secondary schools shall identify those students qualified and interested in participation of concurrent/dual enrollment classes. The secondary school administrators will approve student eligibility for participation in these classes. The student must be enrolled in their County Public School System or Private School Organization and must be working towards a secondary school diploma to participate in concurrent/dual enrollment.

3. Parent/Guardian signature is required on the consent form.

4. Concurrent/dual enrollment courses are weighted at least at the honors level on the secondary school transcripts. Any course taken becomes a permanent part of the student's academic record. Students will earn secondary school and college credit for the course dual enrollment

(concurrent enrollment). If a student does not successfully complete their course(s) it could affect future financial aid eligibility.

5. The district and participating school are held to the GAI academic calendar and deadlines. Any schedule changes must be made by the published deadlines. Efforts are made to align the GAI academic calendar as closely as possible with the high school calendars, but discrepancies may occur with course dates, testing and grading deadlines. It is the student and school's responsibility to notify the GAI office if the student changes school or withdraws from a secondary school.

6. Students who earn an "F" grade in a course are no longer eligible to enroll in GAI courses.

7. Students who earn a "D" grade may retake that one class. Courses may only be repeated once.

8. Dual enrollment courses meet the curricular expectations and are at the same depth and rigor of non-dual enrollment postsecondary instruction, including dual enrollment courses offered on the high school campus. Students should understand that dual enrollment courses are college courses and the amount of work necessary to succeed may be much greater than in high school courses. In addition, dual enrollment courses become a part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA. It is the responsibility of the high schools in the district to inform the students and parents about the college-level expectations.

9. Students must be designated as at least a sophomore in secondary school for consideration for concurrent/dual enrollment courses. Students are no longer eligible for concurrent/dual enrollment once they successfully complete 4 years of enrollment in secondary school or graduation, whichever comes first. Any exceptions to the requirements must be approved by both the secondary school and GAI.

10. Students who will graduate from secondary school prior to completion of the post-secondary course may not register for the course through concurrent/dual enrollment. This means that secondary school seniors may NOT take a Summer A course as concurrent/dual enrollment or as a regular college student since they have not officially graduated from secondary school prior to the start of that term.

**J. A delineation of the secondary school credit earned for the passage of each concurrent/dual enrollment course**

1. The school district will ensure that appropriate secondary school credit

will be awarded upon successful completion of concurrent/dual enrollment classes. The district and school administration are responsible for registering their career themed courses with the Department of Education if the dual enrollment course is tied to an Industry Certification approved under CAPE.

**K. A recommended procedure for informing students and their parents of college-level course expectations**

1. GAI will supply secondary school guidance counselors with concurrent/dual enrollment brochures which include application instructions to inform students/parents of the requirements and benefits of participation in the program.

2. Instructors will remind students that concurrent/dual enrollment courses meet the curricular expectations and are at the same depth and rigor of non-concurrent/dual enrollment postsecondary instruction. Instructors will provide students with a course syllabus outlining course requirements.

3. Students are informed that they should plan to study at least two to three hours outside of class for every hour they are in the class to be successful in college level courses. In addition, guidance counselors should inform parents that concurrent/dual enrollment courses become a part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA.

**L. The policies and procedures, if any, for determining exceptions to the required grade point averages on an individual student basis**

There will be no exception made to the required grade point averages for academic or career concurrent/dual enrollment without prior approval by both GAI and the HS administration.

1. The registration policies for concurrent/dual enrollment courses as determined by the postsecondary institution.

2. Concurrent/dual enrollment students will follow the college's procedures for drop, withdrawal, and petition policies.

3. The beginning and ending dates of courses offered during the regular day in the secondary school facilities will follow the secondary school schedule and calendar. However, course registration, withdrawal and final grade submission dates will be held to the ERAU-GAI academic calendar.

**M. Exceptions, if any, to the professional rules, guidelines, and expectations**

**stated in the faculty or adjunct faculty handbook for the postsecondary institution**

ERAU employees serving as concurrent/dual enrollment faculty in the GAI approved to teach college courses under this Agreement will annually attend a new faculty or adjunct orientation conducted by GAI where they will receive a copy of the Gaetz Faculty Guidebook, which includes the Web address of the Student Handbook, add/drop, withdrawal, and grading policies, as well as the ERAU Student Code of Conduct and critical dates. These instructors are expected to adhere to the professional guidelines, rules, and expectations presented in each handbook.

**N. Exceptions, if any, to the rules, guidelines, and expectations stated in the student handbook of the postsecondary institution which apply to faculty members**

1. The School Board shall annually assess the demand for concurrent/dual enrollment and provide that information to GAI for assistance in planning classes in the ERAU scheduling system.

2. GAI shall be responsible for ensuring that the quality of instruction provided to concurrent/dual enrollment students is comparable to that afforded other ERAU students. To this end, the following will apply to concurrent/dual enrollment courses taught on secondary school campuses:

    a. Concurrent/dual enrollment faculty shall be provided with a full-time ERAU faculty contact or liaison in the discipline they are teaching.

    b. Concurrent/dual enrollment faculty shall be provided a copy of course plans, objectives and relevant ERAU Institutional Master Course Outline (MCO's). These objectives and outcomes must be included in the course syllabus.

    c. The course syllabus must be provided to students and filed with the GAI discipline chairperson prior to the start of each term. Content of the syllabus must meet the same criteria as required for all college courses offered at ERAU.

    d. Textbooks and instructional materials used in concurrent/dual enrollment courses must be the same or comparable with those used in courses taught on the ERAU Daytona Beach campus. If not identical, they must be approved by the discipline chairperson at the college.

    e. For academic disciplines where a departmental exam is used, the final exam will be provided to the concurrent/dual enrollment faculty by ERAU prior to the scheduled administration dates.

3. The secondary school administration will recommend qualified secondary school teachers as instructors for concurrent/dual enrollment courses. To be qualified, faculty selected to teach concurrent/dual enrollment classes must submit an adjunct application to their administrative contact at GAI ERAU, along with their postsecondary transcripts. The instructors must meet ERAU faculty credentialing requirements set by Southern Association of Colleges and Schools (SACS) Commission on Colleges' Principles of Accreditation: Foundations for Quality Enhancement, 2012 Edition (section 3.7.1).

4. In the absence of qualified secondary school instructors, ERAU may provide adjunct instructors to teach concurrent/dual enrollment courses on secondary school campuses.

5. GAI secondary school instructors who teach concurrent/dual enrollment courses will be evaluated by the secondary school administration using the district-wide evaluation instrument. These instructors shall also be observed for evaluative purposes by a GAI Regional Manager, or faculty liaison in accordance with GAI faculty evaluation processes. Secondary school faculty that instruct an ERAU course will follow the school board's guidelines for the performance of employees when evaluating these concurrent/dual enrollment instructors. Copies of instructor performance evaluations will be maintained by the district and ERAU. This will include following the procedures for sharing and discussing the performance assessment tool/process with those being evaluated at least 20 days prior to the classroom observation;

    i. scheduling the observation in advance;

    ii. providing a copy of the performance assessment to the instructor within ten (10) working days after the observation;

    iii. allowing the instructor to submit a written rebuttal to be placed with the assessment document in his/her personnel file housed in the Human Resource Office at ERAU;

    iv. and allowing the instructor the right to inspect, review, and copy the contents of his/her personnel file. Results of GAI's observation will be shared with the district administrator.

6. Concurrent/dual enrollment courses taught on a secondary school campus may not be combined with any non-college credit secondary school course.

7. As is appropriate for college-level study, course materials and class discussions may reflect topics not typically included in secondary courses that some parents may object to for "minors." Courses are not

to be modified to accommodate variations in student age and/or maturity.

8. Any course-, discipline-, college-, or system-wide learning assessments required by the college in non-concurrent/dual enrollment sections of a course shall also be administered in all concurrent/dual enrollment sections of the course.

9. GAI shall analyze student performance in concurrent/dual enrollment course offerings on secondary school and college campuses to ensure that the level of preparation for future success is comparable with non-concurrent/dual enrollment college students. Analyses and recommendations shall be shared and reviewed with principals and school district administrators.

10. IMPORTANT: If a secondary school wants to offer 30 credits or more on their campus, they must submit a request to ERAU's Senior Vice President for Academic Affairs at least 9 months in advance. If approved by ERAU officials, the secondary school and school district administrators will work with college officials to create and submit a "substantive change" to SACS. Approval must be received from SACS before the additional courses on the secondary school campus may be advertised or offered.

**O. The responsibilities of the school district regarding the determination of student eligibility before participating in the concurrent/dual enrollment program and the monitoring of student performance while participating in the concurrent/dual enrollment program**

1. Student screening for eligibility and participation is the responsibility of the secondary school principals according to district and state requirements.

2. The secondary school counselor shall identify those students qualified to participate in concurrent/dual enrollment classes on a semester basis and will verify their continued eligibility throughout their participation. This verification will be conducted after grades are posted each semester. The counselor will notify GAI's concurrent/dual enrollment officer when a student's eligibility status changes.

3. The secondary school counselor will work with students to include concurrent/dual enrollment course plans to minimize enrollment in a random selection of ERAU-GAI courses.

4. GAI instructors will provide academic advising services to concurrent/dual enrollment students, monitor their progress and attendance in concurrent/dual enrollment classes, and provide progress and attendance reports to their secondary school at the college mid-term

and upon completion of the college term.

5. Students and their parents will be informed of college-level course expectations.

6. Students attending concurrent/dual enrollment classes held in secondary school facilities during regular school hours will be subject to the school district and FAA attendance policies when applicable. Required documentation of enrollment will be reported to the school district's MIS offices and ERAU Records office.

7. Students may enroll in courses conducted during school hours or extended school hours. However, if the student is projected to graduate from secondary school before the scheduled completion date of a post-secondary course, the students may not register for that course through concurrent/dual enrollment. The student may apply to ERAU and upon admission and special permission by the Office of Admissions, may register and pay the required tuition and fees.

8. CODE OF STUDENT CONDUCT: Students taking concurrent/dual enrollment classes on their secondary school campus will be subject to their school district's code of conduct. If a student in secondary school class is found to have plagiarized any portion of his/her course work or assignments, the instructor will notify ERAU's Dean of Students and the student will be subject to the same disciplinary actions as other students taking courses on the ERAU campus, regardless of disciplinary action is taken by their school district. If a student is disruptive to the learning process through their classroom behavior so that the progress of other students or the efficient administration of the course is hindered, a student may lose the opportunity to participate in the concurrent/dual enrollment course, regardless of eligibility requirements for continued enrollment.

9. STUDENT RECORDS: The parties may provide personally identifiable student records to each other in the performance of this Agreement. Such records are provided pursuant to Section 1002.22(3)(d), Florida Statutes, and 20 U.S.C.A. 1232g Each party further agrees to comply with Section 1002.22, Florida Statutes, and 20 U.S.C.A. 1232 f, including but not limited to provisions related to confidentiality, access, consent, length of retention, and security of student records.

**P. The responsibilities of GAI regarding the transmission of student grades in concurrent/dual enrollment courses to the school district.**

1. Students with unsatisfactory progress reports should be counseled by the secondary school guidance counselor immediately upon receipt of grades from the instructor.

2. All students enrolled in concurrent/dual enrollment classes will be graded on the same basis as other college students in the same courses. GAI will assign letter grades to each student/course and the letter grade assigned shall be posted to the student's secondary school transcript by the school district. Instructors will submit grades to the student's secondary school and to ERAU.

3. If a concurrent/dual enrollment student earns an F grade in any course(s) during one semester he/she will no longer be eligible to participate in concurrent/dual enrollment. A student who earns a D grade will be permitted to retake that one course if offered, course may only be repeated once.

**Q. Accountability**

This Agreement and the policies and allocation of responsibility shall be effective upon being signed by the representative authorized to commit the school districts and Gaetz Aerospace Institute of Embry-Riddle Aeronautical University, but shall be executed before registration for the fall term of the following school year. Courses of study and programs are to be incorporated into the Agreement before instruction begins. This Agreement shall be valid for the 2022-2025 school year.

It is the responsibility of the high school dual enrollment specialist to notify ERAU's GAI Regional Managers or Education Director of all courses that the high school is requesting to offer. Each high school must complete the appropriate form for each course that the high school plans to offer. Based on need and faculty availability, ERAU will decide what courses can be offered on the high school campus.

It is the responsibility of the school administrative contact and instructor to verify their attendance rosters. ERAU instructors must check their online class rosters every day to ensure that the appropriate students are sitting in the class. If a student is not on the roster, the instructor should immediately notify the high school dual enrollment contact person. The high school dual enrollment contact person should notify ERAU's Student Services coordinator. Students not properly enrolled in ERAU dual enrollment courses will NOT receive college credit. Roster verification is the responsibility of the school administration.

**R. E-Verify System**

Pursuant to Fla. Stat. §448.095, ERAU agrees that it shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees during the term of this contract or solicitation.

1. Pursuant to Fla. Stat. §448.095, if ERAU enters into a contract with a subcontractor(s) for the labor, supplies or services provided under this

contract or solicitation, ERAU must require that the subcontractor(s) provide it with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. ERAU understands that it must maintain a copy of such affidavit for the duration of the contract or solicitation.

2. If School Board has a good faith belief that ERAU has knowingly violated Fla. Stat. §448.09, School Board shall terminate the contract with the Contractor. ERAU is liable for any additional costs incurred by the School Board as a result of a termination of this contract or solicitation pursuant to §448.095(2)(f).

3. If School Board has a good faith belief that a subcontractor(s) has knowingly violated §448.095, but contractor has otherwise complied with this subsection, School Board shall promptly notify ERAU and order ERAU to immediately terminate the contract with the subcontractor(s).

**[Remainder of page left blank intentionally]**

b. For schools that have less than 1,800 students, the minimum number of students is 10. If a school wishes to enroll less than 10 students, then they must send a waiver request to the ACA Director via the Regional Manager and the GAI Scheduler.

7. **GAI EQUIPMENT:** Within the agreement, "GAI Equipment" and "Equipment" within the GAI agreement with the school district does not include computers, computer hardware, and software.

8. **ORDER OF COURSES:** AS 120 (Principles of Aeronautics) and AS 121 (Private Pilot Ground school) must be taken in order.
   a. Member schools can enroll students to take AS 121 AFTER AS 120 has been completed if the student so wishes.
   b. Member schools CANNOT enroll students to take AS 120 after AS 121.

9. **SCHEDULE CHANGES:** Changes in course, adding/deleting course sections must have administrative approval and provided in writing to ERAU prior to course commencing.

10. **STUDENT CONDUCT AND BEHAVIOR:** A student will lose the opportunity to participate in a course if the student is disruptive to the learning process such that the progress of other students or the efficient administration of the course is hindered. In addition, a student will be sanctioned accordingly if found to violate any of the ERAU student code of conduct standards.

11. **STUDENT ENTRY REQUIREMENTS:** Students must be in grades 10-12 for DE courses and have a minimum 2.5 unweighted GPA. Any exceptions must be requested in writing from the school administration stating just cause.

12. **STUDENT ACADEMIC PERFORMANCE:**
   a. Students who earn a "D" grade may retake that one class. Courses may only be repeated once.
   b. Students who earn an "F" grade in a course are no longer eligible to enroll in GAI courses.
   c. GAI students who withdraw two times are no longer eligible to participate in the program.

13. **TESTING FEES:**
   a. For GAI courses that include a certification test as part of the prescribed syllabus, GAI will pay the initial testing fees for the GAI student only.

      i. Either GAI will prepay the testing fee to the vendor or they will reimburse the member school when invoiced (in one group invoice) for the testing fees that were outlaid by the school.

ii. Individual/personal student expenses for testing will not be reimbursed by GAI.
iii. To be reimbursed, test receipts and testing scores from the testing entity must be submitted.

b. For GAI courses that do not include a certification test for which the school and Instructor wish to test a GAI student:

i. A written request must be sent to GAI ahead of the testing date and a written agreement to reimburse the test must be received from GAI in order for GAI to reimburse the school for any testing monies outlaid.
ii. Individual/personal student expenses for testing will not be reimbursed by GAI.
iii. To be reimbursed, test receipts and passing test scores from the testing entity must be submitted. Failing scores will not be reimbursed.

I have reviewed and understand all of the GAI agreement-related rules above and agree to adhere within them as a representative of my school.

**Remainder of page left blank intentionally**

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

November 20, 2024

Embry-Riddle Aeronautical University, Inc.
1 Aerospace Boulevard
Daytona Beach, Florida 32114-3900

RE: FY24-170 - Dual Enrollment Agreement with Embry-Riddle Aeronautical University

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Embry-Riddle Aeronautical University, Inc. This is the result of the School Board's approval on November 13, 2024, for Item OO-15. Full details are outlined in the Agreement.

Sincerely,

Mauricio R. Stradiotti, Director
Procurement & Warehousing Services

MRS: bm
Attachment(s)

cc: Cynthia Gomez, Purchasing Agent I
Maria Formoso, Director, Career, Technical, Adult & Community Education
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ADDED ITEM

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2024-11-13 | Regular School Board Meeting |
| **CATEGORY:** | OO. Operations & Facilities |
| **DEPARTMENT:** | Procurement & Warehousing Services |

| | |
|---|---|
| Agenda Item Number: | OO-15. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**FY24-170 - Dual Enrollment Agreement with Embry-Riddle Aero University ADDED**

**REQUESTED ACTION:**

**Approve the First Amendment and Additional Spending Authority of $250,000 for the Agreement between The School Board of Broward County, Florida (SBBC), and Embry-Riddle Aeronautical University, 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 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:**

$98,519.00 and is funded by CAPE funds. The new total award amount is $199,145.41.

**STRATEGIC PLAN ALIGNMENT:**

**Student Focus Outcomes**

College and Career Readiness/Acceleration **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: | Dr. Angela R. Fulton | Phone: | 754-321-2100 |

**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 7/24
HH/JJS

Approved in Open Board Meeting On: November 13, 2024

By: Lori Alhadeff

School Board Chair

# 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

**EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, INC.**
(hereinafter referred to as "ERAU"),
whose principal place of business is
1 Aerospace Boulevard, Daytona Beach, Florida 32114-3900

**WHEREAS,** SBBC and ERAU entered into an Agreement effective August 1, 2023 through July 31, 2026 ("Agreement") for the purpose of providing the SBBC students the opportunity to take college level aviation and aerospace courses; and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement under 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 **Appendices**. The attached Revised Appendices A and B replace the respective Appendices A and B in the Agreement.

1.03 **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

I. **The following provisions replace the respective provisions in section 2.04 in the Agreement, by interlineation, as follows:**

2.04 **Payment**.

(a) The parties will enter into a firm fixed price agreement with ERAU for work under this Agreement and affix the amount to this Agreement as a Budget, attached hereto as **Revised Appendix A** and incorporated herein by this reference.

(b) ERAU shall submit invoices to SBBC, and SBBC shall pay ERAU for its satisfactory performance of the services in accordance with the terms set forth herein.

(c) Payments for verified invoices for the academic school year (ASY) will be due as follows:

| | |
|---|---|
| Upon Execution of Agreement/Amendment | 50% of total amount due for ASY |
| March 1, 2025 | 50% of total amount due for ASY |
| Upon receipt of CAPE Certification dollars in Fall if applicable | 5% CAPE Certification due for ASY |

(d) SBBC's payment for the 2025-26 academic school year is contingent upon an amendment to this Agreement that is signed by both parties with an updated Statement of Work (SOW).

(e) Invoicing

Invoices shall be submitted to:

| | |
|---|---|
| Name & Title: | Gloria Arencibia, CTACE Supervisor |
| SBBC: | The School Board of Broward County, Florida |
| Add 1: | 1701 NW 23rd Avenue |
| Add 2: | Ft Lauderdale, FL 33311 |
| Phone: | (754) 321-8400 |
| Email: | Gloria.basulto-arencibia@browardschools.com |

Payment shall be remitted to:

Daytona Grants & Contracts Requests
Embry-Riddle Aeronautical University
1 Aerospace Blvd
Daytona Beach, FL 32114-3900
386-226-6212
dbgcars@erau.edu

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 First 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.

1.06 **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 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.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this First Amendment to Agreement on the date of last signature below.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Lori Alhadeff, Chair

Date: 11/13/24

ATTEST:

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Digitally signed by Maya Moore
Reason: Embry Riddle DE Agreement
Date: 2024.10.24 11:19:41 -04'00'

_____
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR ERAU:**

(Corporate Seal) **EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, INC.**

ATTEST:

By: Nanette Guzman
Nanette Guzman, DBA, CRA

Signature

Director, Office of Sponsored Research
Title

Angel Slater
Witness

Date: 10/24/24

Hailey Leonardo
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 Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10/24/24 (*date*) by Stephanie Nickoloff (*name of officer or agent, title of officer or agent*) of Embry-Riddle Aeronautical University (*name of corporation acknowledging*), a Florida (*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 24 day of October, 2024.

My Commission Expires:
09/04/27

Stephanie Nickoloff
Signature – Notary Public

Stephanie Nickoloff
Print Name of Notary

(SEAL)

STEPHANIE NICKOLOFF
Notary Public - State of Florida
Commission # HH 439601
My Comm. Expires Sep 4, 2027

HH 439601
Notary's Commission No.

## Revised Appendix A

### Statement of Work and Budget

**AY 2024-2025 Course Sections**

2024 Fall Semester/2025 Spring Semester

| | |
|---|---|
| 1. Dual Enrollment Course Sections | 33 |
| 2. High/Middle School Course Section | 20 |
| **Total Sections** | **53** |

| | | |
|---|---|---|
| Course Monitor Fees | 33 courses @ $100.00 | $ 3,300.00 |
| Dual Enrollment Section Cost | 33 courses @ $500.00 | $15,000.00 (capped @ $15K) |
| High/Middle School Section Cost | 20 courses @ $250.00 | $ 5,000.00 |
| ERAU Adjunct Faculty Costs | 10 sections @ $5,250.00 | $52,500.00 |
| Fringe Benefits ERAU Adjunct Faculty | | $ 4,297.00 |
| Indirect Costs for ERAU to support this program | | $18,422.00 |
| TOTAL | | $98,519.00 |

## Revised Appendix B

**List of courses being taught in the School Board of Broward County, Florida:**

## Fall 2024

| Location | Level | Title | Instructor |
|---|---|---|---|
| AC Perry MS | MS | Aerospace Dimensions | Foster, Jacqueline |
| Blanche Ely HS | DE | AS 120 - Principles of Aeronautical Science | **ERAU-Nicholson, Andrew** |
| Boyd H. Anderson HS | DE | AS 120 - Principles of Aeronautical Science | **ERAU-Nicholson, Andrew** |
| Boyd H. Anderson HS | DE | AS 121a - Private Pilot Operations | **ERAU-Junco, Gustavo** |
| Charles W Flanagan HS | DE | AS 121a - Private Pilot Operations | **ERAU-Schwartz, Jay** |
| Cooper City HS | DE | AS 120 - Principles of Aeronautical Science | Testa-Lindeman, Jose |
| Coral Glades HS | HS | Aerospace: The Journey of Flight | McGinley, Sherri |
| Coral Glades HS | DE | AS 120 - Principles of Aeronautical Science | McGinley, Sherri |
| Coral Glades HS | DE | AS 235 - UAS & XCountry Data Entry | McGinley, Sherri |
| Coral Glades HS | DE | AS 121a - Private Pilot Operations | McGinley, Sherri |
| Crystal Lake MS | MS | Aerospace Dimensions | Cohen, Traci |
| Cypress Bay HS | DE | AS 120 - Principles of Aeronautical Science | **ERAU-Slowik, Daniel** |
| Cypress Bay HS | DE | AS 235 - UAS & XCountry Data Entry | **ERAU-Slowik, Daniel** |
| Cypress Bay HS | HS | Aerospace: The Journey of Flight | **TBA** |
| Gulfstream Academy K-8 | MS | Aerospace Dimensions | Washington, Stephina |
| James S. Rickards MS | MS | Aerospace Dimensions | Vonderlinden, Zachary |
| James S. Rickards MS | MS | Aerospace Dimensions | Vonderlinden, Zachary |
| J P Taravella High School | DE | AS 120 - Principles of Aeronautical Science | Follett, Kevin |
| Lauderdale Lakes MS | MS | Aerospace Dimensions | McKenzie, Robert |
| McNichol MS | MS | Aerospace Dimensions | Simon, Ronnie |
| Miramar HS | HS | Aerospace: The Journey of Flight | Font, Luis |
| Miramar HS | DE | AS 120 - Principles of Aeronautical Science | **ERAU-Martin, James** |
| Miramar HS | DE | AS 235 - UAS & XCountry Data Entry | **ERAU-Martin, James** |
| Miramar HS | DE | SF 210 - Introduction to Aerospace Safety | **ERAU-Martin, James** |
| Miramar HS | DE | AS 121a - Private Pilot Operations | **ERAU-Martin, James** |
| Miramar HS | DE | BA 201 - Principles of Management | Peeters, Jacqueline |
| New Renaissance MS | MS | Aerospace Dimensions | Smilovich, Roxanne |
| Northeast HS | HS | Aerospace: The Journey of Flight | Barrios, Bryan |
| Northeast HS | HS | RPO - Remote Pilot Operations | Barrios, Bryan |
| Northeast HS | DE | AS 120 - Principles of Aeronautical Science | White, Timothy |
| Pines MS | MS | Aerospace Dimensions | Hodgmen, Janet |
| Plantation HS | HS | Aviation Technical Design I | Vallone, Joseph |

| | | | |
|---|---|---|---|
| Plantation HS | HS | Aviation Technical Design II | Vallone, Joseph |
| Pompano Beach MS | MS | Aerospace Dimensions | DeVito, Thomas |
| Ramblewood MS | MS | Aerospace Dimensions | Maietta, Patrick |
| Silver Lakes MS | MS | Aerospace Dimensions | Alexis, Ernst |
| Walter C Young MS | MS | Aerospace Dimensions | Bona, Keith |

## Spring 2025

| Location | Level | Title | Instructor |
|---|---|---|---|
| AC Perry MS | MS | Aerospace Dimensions - continued | Foster, Jacqueline |
| Blanche Ely HS | DE | AS 220 - Unmanned Aircraft Systems | **ERAU-Nicholson, Andrew** |
| Boyd H. Anderson HS | DE | AS 220 - Unmanned Aircraft Systems | **ERAU-Nicholson, Andrew** |
| Boyd H. Anderson HS | DE | AS 121b - Private Pilot Operations | **ERAU-Junco, Gustavo** |
| Charles W Flanagan HS | DE | AS 121b - Private Pilot Operations | **ERAU-Schwartz, Jay** |
| Cooper City HS | DE | AS 220 - Unmanned Aircraft Systems | Testa-Lindeman, Jose |
| Coral Glades HS | HS | Aerospace: The Journey of Flight - continued | McGinley, Sherri |
| Coral Glades HS | DE | AS 220 - Unmanned Aircraft Systems | McGinley, Sherri |
| Coral Glades HS | DE | AS 222 - UAS Security | McGinley, Sherri |
| Coral Glades HS | DE | AS 121b - Private Pilot Operations | McGinley, Sherri |
| Crystal Lake MS | MS | Aerospace Dimensions - continued | Cohen, Traci |
| Cypress Bay HS | DE | AS 220 - Unmanned Aircraft Systems | **ERAU-Slowik, Daniel** |
| Cypress Bay HS | DE | AS 222 - UAS Security | **ERAU-Slowik, Daniel** |
| Cypress Bay HS | HS | Aerospace: The Journey of Flight - continued | **TBA** |
| Gulfstream Academy K-8 | MS | Aerospace Dimensions - continued | Washington, Stephina |
| James S. Rickards MS | MS | Aerospace Dimensions - continued | Vonderlinden, Zachary |
| James S. Rickards MS | MS | Aerospace Dimensions - continued | Vonderlinden, Zachary |
| J P Taravella High School | DE | AS 220 - Unmanned Aircraft Systems | Follett, Kevin |
| Lauderdale Lakes MS | MS | Aerospace Dimensions - continued | McKenzie, Robert |
| McNichol MS | MS | Aerospace Dimensions - continued | Simon, Ronnie |
| Miramar HS | HS | Aerospace: The Journey of Flight - continued | Font, Luis |
| Miramar HS | DE | AS 220 - Unmanned Aircraft Systems | **ERAU-Martin, James** |
| Miramar HS | DE | AS 222 - UAS Security | **ERAU-Martin, James** |
| Miramar HS | DE | AS 254 - Aviation Legislation | **ERAU-Martin, James** |
| Miramar HS | DE | AS 121b - Private Pilot Operations | **ERAU-Martin, James** |
| New Renaissance MS | MS | Aerospace Dimensions - continued | Smilovich, Roxanne |
| Northeast HS | HS | Aerospace: The Journey of Flight - continued | Barrios, Bryan |
| Northeast HS | HS | RPO - Remote Pilot Operations - continued | Barrios, Bryan |
| Northeast HS | DE | AS 220 - Unmanned Aircraft Systems | White, Timothy |

| | | | |
|---|---|---|---|
| Pines MS | MS | Aerospace Dimensions - continued | Hodgmen, Janet |
| Plantation HS | HS | Aviation Technical Design I - continued | Vallone, Joseph |
| Plantation HS | HS | Aviation Technical Design II - continued | Vallone, Joseph |
| Pompano Beach MS | MS | Aerospace Dimensions - continued | DeVito, Thomas |
| Ramblewood MS | MS | Aerospace Dimensions - continued | Maietta, Patrick |
| Silver Lakes MS | MS | Aerospace Dimensions - continued | Alexis, Ernst |
| Walter C Young MS | MS | Aerospace Dimensions - continued | Bona, Keith |

**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

**EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, INC.**
(hereinafter referred to as "VENDOR"),
whose principal place of business is
1 Aerospace Boulevard, Daytona Beach, Florida 32114-3900

A. **WHEREAS,** SBBC and VENDOR entered into an Agreement that commenced on August 1, 2023 and expires on July 31, 2026 ("Agreement"); and

B. **WHEREAS,** ERAU and SBBC desire to provide secondary school-age students with the opportunity to take college level courses. Some students may also receive credit for high school graduation through dual enrollment ("DE") under Section 1007.271, Florida Statutes, and applicable Florida law; and

C. **WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement under this Second 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. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Appendices.** The attached Second Revised Appendices A and B replace the respective Appendices A and B, as amended, in the Agreement.

3. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

(a) The following provisions – sections 2.03, 2.04, 2.06, and 2.08 - **replace** the respective provisions in the Agreement, by interlineation, as follows:

2.03 **Cost of Services.** SBBC will make payment for the academic school year in accordance with the Second Revised Appendix A Statement of Work and Budget and any addenda to this Agreement entered into by both parties.

2.04 **Payment**.

(a) The parties will enter into a firm fixed price agreement with ERAU for work under this Agreement and affix the amount to this Agreement as a Budget, attached hereto as Second Revised Appendix A and incorporated herein by this reference.

(b) ERAU shall submit invoices to SBBC, and SBBC shall pay ERAU for its satisfactory performance of the services in accordance with the terms set forth herein.

(c) Payments for verified invoices for the academic school year (ASY) will be due as follows:

| | |
|---|---|
| Upon Execution of Agreement/Amendment | 50% of total amount due for ASY |
| April 1, 2026 | 50% of total amount due for ASY |
| Upon receipt of CAPE Certification dollars in Fall if applicable | 5% CAPE Certification due for ASY |

(d) SBBC's payment for the 2025-26 academic school years is contingent upon an amendment to this Agreement that is signed by both parties with an updated Statement of Work (SOW).

(e) Invoicing

Invoices shall be submitted to:
The School Board of Broward County, Florida
Accounting and Financial Reporting Department
Attn: Accounts Payable
600 Southeast 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301
frdaphelp@browardschools.com

(f) Remittance

Payment shall be remitted to: Daytona Grants & Contracts Requests

Daytona Grants & Contracts Requests
Embry-Riddle Aeronautical University
Add 1: 1 Aerospace Blvd
Add 2: Daytona Beach, FL 32114-3900
Phone: 386-226-6212
Email: dbgcars@erau.edu

* * *

2.06 **VENDOR Safeguarding the Confidentiality of Education Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

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) 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;

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

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.

(b) IT Security. Notwithstanding any provision to the contrary within

this Agreement, VENDOR shall:

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 employees 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) 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;

3) notify the SBBC Information Security and Assurance Director immediately upon discovery of an electronic breach of confidentiality of employee 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;

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;

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;

6) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

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;

8) purge education records from any media once the media is no longer in use or is to be disposed; and

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.

(c) 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.

(d) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

* * *

2.08 **VENDOR Safeguarding the Confidentiality of Employee Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

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;

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

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.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

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) notify the SBBC Information Security and Assurance Director immediately upon discovery of an electronic breach of confidentiality of employee 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;

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

4) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

(c) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

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:

(a) this Second Amendment to Agreement; then
(b) First Amendment to Agreement; then
(c) the Agreement.

5. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

6. **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 on the date of last signature below.

**[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:

_____
Office of the General Counsel

**FOR VENDOR:**

(Corporate Seal)

ATTEST:

EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, INC.

By: _____
Signature
Signing on behalf of Nanette Guzman:
Patricia Ripa
Associate Director of Contracts
Office of Sponsored Research

_____
Corporate Secretary Signature
Print Name: _____

**-or-**

_____
Witness Signature
Print Name: _____

_____
Witness Signature
Print Name: _____

Print Name: Nanette Guzman, DBA, CRA

Title: Executive Director, Office of Sponsored Research

Date: 2/11/2026

**The Following Notarization is Required for Every Agreement Without Regard to Whether the VENDOR Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11th (*date*) by Patricia Ripa (*name of officer or agent, title of officer or agent*) of Embry-Riddle Aeronautical University, 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 or has produced driver's license (*type of identification*) as identification and who did first take an oath this 11th day of February, 2026.

My Commission Expires: 10/04/2027

_____
Notary Public Signature

(SEAL)

DANIELLA FAMIGLIETTI
Notary Public, State of Florida
Commission No. HH 451004
My Comm. Exp. Oct. 4, 2027

Daniella Famiglietti
Print Name of Notary

HH 451004
Notary's Commission No.

## Second Revised Appendix A

## Statement of Work and Budget

**AY 2025-2026 Course Sections**

2025 Fall Semester/2026 Spring Semester

| | |
|---|---|
| 1. Dual Enrollment Course Sections | 36 |
| 2. High/Middle School Course Section | 26 |
| **Total Sections** | **62** |

| | | |
|---|---|---|
| Course Monitor Fees | 36 courses @ $100.00 | $ 3,600.00 |
| Dual Enrollment Section Cost | 36 courses @ $500.00 | $15,000.00 (capped @ $15K) |
| High/Middle School Section Cost | 26 courses @ $250.00 | $ 6,500.00 |
| ERAU Adjunct Faculty Costs | 14 sections @ $5,250.00 | $73,500.00 |
| Fringe Benefits ERAU Adjunct Faculty | | $ 5,954.00 |
| Indirect Costs for ERAU to support this program | | $ 24,047.00 |
| TOTAL | | $ 128,601.00 |

**Second Revised Appendix B**

**List of courses being taught in the School Board of Broward County, Florida:**

## Fall 2025

| Location | Level | Title |
|---|---|---|
| Broward - Blanche Ely HS | DE | AS 120 - Principles of Aeronautical Science |
| Broward - Boyd H. Anderson HS | HS | Aerospace: The Journey of Flight |
| Broward - Boyd H. Anderson HS | HS | Aerospace: The Journey of Flight |
| Broward - Boyd H. Anderson HS | HS | Aerospace: The Journey of Flight |
| Broward - Boyd H. Anderson HS | DE | AS 121a - Private Pilot Operations |
| Broward - Boyd H. Anderson HS | DE | AS 120 - Principles of Aeronautical Science |
| Broward - Charles W Flanagan HS | DE | AS 120 - Principles of Aeronautical Science |
| Broward - Cooper City HS | DE | AS 120 - Principles of Aeronautical Science |
| Broward - Coral Glades HS | DE | AS 120 - Principles of Aeronautical Science |
| Broward - Coral Glades HS | DE | AS 121a - Private Pilot Operations |
| Broward - Coral Springs HS | DE | AS 120 - Principles of Aeronautical Science |
| Broward - Crystal Lake MS | MS | Aerospace Dimensions |
| Broward - Cypress Bay HS | DE | AS 121a - Private Pilot Operations |
| Broward - Cypress Bay HS | DE | AS 120 - Principles of Aeronautical Science |
| Broward - Fort Lauderdale HS | DE | AS 120 - Principles of Aeronautical Science |
| Broward - Gulfstream Academy of Hallandale Beach K–8 | MS | Aerospace Dimensions |
| Broward - James S. Rickards MS | MS | Aerospace Dimensions |
| Broward - James S. Rickards MS | MS | Building & Programming Machines |
| Broward - Lauderdale Lakes MS | MS | Aerospace Dimensions |
| Broward - McNichol MS | MS | Aerospace Dimensions |
| Broward - Miramar HS | HS | Aerospace: The Journey of Flight |
| Broward - Miramar HS | HS | Aerospace: The Journey of Flight |
| Broward - Miramar HS | DE | AS 120 - Principles of Aeronautical Science |
| Broward - Miramar HS | DE | AS 121a - Private Pilot Operations |
| Broward - Miramar HS | DE | AS 241 - UAS Systems Architecture and Integration |
| Broward - Miramar HS | DE | AS 254 - Aviation Legislation |
| Broward - Miramar HS | DE | BA 201 - Principles of Management |
| Broward - Miramar HS | DE | BA 201 - Principles of Management |
| Broward - Miramar HS | DE | BA 201 - Principles of Management |
| Broward - Miramar HS | DE | BA 201 - Principles of Management |
| Broward - New Renaissance MS | MS | Aerospace Dimensions |
| Broward - Northeast HS | HS | Aerospace: The Journey of Flight |

| | | |
|---|---|---|
| Broward - Northeast HS | HS | Aerospace: The Journey of Flight |
| Broward - Northeast HS | HS | Aerospace: The Journey of Flight |
| Broward - Northeast HS | HS | Aerospace: The Journey of Flight |
| Broward - Northeast HS | HS | RPO - Remote Pilot Operations |
| Broward - Northeast HS | DE | AS 120 - Principles of Aeronautical Science |
| Broward - Pines Collegiate Academy 6-12 | MS | Aerospace Dimensions |
| Broward - Pines Collegiate Academy 6-12 | MS | Aerospace Dimensions |
| Broward - Plantation MS | MS | Aerospace Dimensions |
| Broward - Plantation HS | HS | sUAS - Small UAS Safety Operations |
| Broward - Plantation HS | HS | Aviation Technical Design I |
| Broward - Pompano Beach MS | MS | Aerospace Dimensions |
| Broward - Ramblewood MS | MS | Aerospace Dimensions |
| Broward - Silver Lakes MS | MS | Aerospace Dimensions |
| Broward - Walter C Young MS | MS | Aerospace Dimensions |

## Spring 2026

| Location | Level | Title |
|---|---|---|
| Broward - Blanche Ely HS | DE | AS 220 - Uncrewed Aircraft Systems |
| Broward - Boyd H. Anderson HS | HS | Aerospace: The Journey of Flight - continued |
| Broward - Boyd H. Anderson HS | HS | Aerospace: The Journey of Flight - continued |
| Broward - Boyd H. Anderson HS | HS | Aerospace: The Journey of Flight - continued |
| Broward - Boyd H. Anderson HS | DE | AS 121b - Private Pilot Operations |
| Broward - Boyd H. Anderson HS | DE | AS 220 - Uncrewed Aircraft Systems |
| Broward - Charles W Flanagan HS | DE | AS 220 - Uncrewed Aircraft Systems |
| Broward - Cooper City HS | DE | AS 220 - Uncrewed Aircraft Systems |
| Broward - Coral Glades HS | DE | AS 220 - Uncrewed Aircraft Systems |
| Broward - Coral Glades HS | DE | AS 121b - Private Pilot Operations |
| Broward - Coral Springs HS | DE | AS 220 - Uncrewed Aircraft Systems |
| Broward - Crystal Lake MS | MS | Aerospace Dimensions - continued |
| Broward - Cypress Bay HS | DE | AS 121b - Private Pilot Operations |
| Broward - Cypress Bay HS | DE | AS 220 - Uncrewed Aircraft Systems |
| Broward - Fort Lauderdale HS | DE | AS 220 - Uncrewed Aircraft Systems |
| Broward - Gulfstream Academy of Hallandale Beach K–8 | MS | Aerospace Dimensions - continued |
| Broward - James S. Rickards MS | MS | Aerospace Dimensions - continued |
| Broward - James S. Rickards MS | MS | Building & Programming Machines - continued |
| Broward - Lauderdale Lakes MS | MS | Aerospace Dimensions - continued |
| Broward - McNichol MS | MS | Aerospace Dimensions - continued |
| Broward - Miramar HS | HS | Aerospace: The Journey of Flight - continued |

| | | |
|---|---|---|
| Broward - Miramar HS | HS | Aerospace: The Journey of Flight - continued |
| Broward - Miramar HS | DE | AS 220 - Uncrewed Aircraft Systems |
| Broward - Miramar HS | DE | AS 121b - Private Pilot Operations |
| Broward - Miramar HS | DE | AS 222 - Uncrewed Aircraft Systems Security |
| Broward - Miramar HS | DE | SF 210 - Introduction to Aerospace Safety |
| Broward - New Renaissance MS | MS | Aerospace Dimensions - continued |
| Broward - Northeast HS | HS | Aerospace: The Journey of Flight - continued |
| Broward - Northeast HS | HS | Aerospace: The Journey of Flight - continued |
| Broward - Northeast HS | HS | Aerospace: The Journey of Flight - continued |
| Broward - Northeast HS | HS | Aerospace: The Journey of Flight - continued |
| Broward - Northeast HS | HS | RPO - Remote Pilot Operations - continued |
| Broward - Northeast HS | DE | AS 220 - Uncrewed Aircraft Systems |
| Broward - Broward-Pines Collegiate Academy 6-12 | MS | Aerospace Dimensions - continued |
| Broward - Broward-Pines Collegiate Academy 6-12 | MS | Aerospace Dimensions - continued |
| Broward - Plantation MS | MS | Aerospace Dimensions - continued |
| Broward - Plantation HS | HS | sUAS - Small UAS Safety Operations-continued |
| Broward - Plantation HS | HS | Aviation Technical Design I - continued |
| Broward - Pompano Beach MS | MS | Aerospace Dimensions - continued |
| Broward - Ramblewood MS | MS | Aerospace Dimensions - continued |
| Broward - Silver Lakes MS | MS | Aerospace Dimensions - continued |
| Broward - Walter C Young MS | MS | Aerospace Dimensions - continued |

Status: REVISED

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | 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:**

**ITB26-005 - Equipment and Services for Playgrounds/Surfacing/Fabric Shades REVISED**

**REQUESTED ACTION:**

**Approve the Award of Invitation to Bid (ITB) ITB26-005 - Equipment and Services for Playgrounds, Surfacing, and Fabric Shades to the following nine (9) Vendors: 1) 360 Recreation LLC, 2) Advanced Recreational Concepts LLC, 3) Bliss Products and Services, Inc., 4) Sky Living Co. Inc., 5) Playmore West Inc., 6) Leadex Corporation, 7) Lanier Plans Inc. d/b/a KorKat, 8) Industrial Shadeports Inc., 9) Playcore Wisconsin Inc. d/b/a Gametime; and approve the spending authority in the amount of $12,300,000. 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.

**EXHIBITS:**

- Executive Summary
- Financial Analysis Worksheet
- Award Recommendation
- Invitation to Bid
- Memo to Revise
- OO-6 Response

**FINANCIAL IMPACT:**

$12,300,000, similar to prior Agreements or bids of about $12,000,000. Funding comes from Environmental Health & Safety Capital/General Fund, DEFP-Playgrounds, and the Physical Plant Operations budgets.

**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: | 754-321-2959 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Feb 24, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 10, 2026

By: _____

School Board Chair

**For more information, please contact:**
Name: Mark D. Dorsett
Title: Task Assigned, Chief Operations Officer
Phone: 754-321-2659

**EXECUTIVE SUMMARY**

**Recommendation of $500,000 or Greater**
**ITB26-005 - Equipment and Services for Playgrounds, Surfacing, and Fabric Shades**

---

**Board Meeting Date:** March 10, 2026

**Recommended Action:**
Approve the Award of Invitation to Bid (ITB) ITB26-005 - Equipment and Services for Playgrounds, Surfacing, and Fabric Shades to the following nine (9) Vendors: 1) 360 Recreation LLC, 2) Advanced Recreational Concepts LLC, 3) Bliss Products and Services, Inc., 4) Sky Living Co. Inc., 5) Playmore West Inc., 6) Leadex Corporation, 7) Lanier Plans Inc. d/b/a KorKat, 8) Industrial Shadeports Inc., 9) Playcore Wisconsin Inc. d/b/a Gametime; and approve the spending authority in the amount of $12,300,000.

**School Board Policy Requirement/Authority:** Not Applicable

**Statutory Requirement/Authority:**
State Requirements for Educational Facilities Chapter 5 (Existing Facilities), Section 453; Florida Building Code, the American Society for Testing and Materials F-1487 & F-1292, and U.S. Consumer Product Safety Commission guidelines.

**District-Zone Impact**: District-wide

**Impact of the School Board's Vote:**
**- If the School Board votes "Yes":** Continue to procure, repair existing, and install new playground equipment, shelters, shades, safety surfacing, and amenities devices.
**- If the School Board votes "No":** The School Board of Broward County, Florida (SBBC), will be unable to maintain or repair any existing playground equipment, shelters, shades, safety surfacing, or amenities, nor procure new ones, and will no longer be in compliance with state requirements.

**Background/History:**
As of March 2026, there will be no active Agreements or bids related to the sourcing of playground equipment and associated services. ITB26-005 is intended to consolidate services previously distributed across three (3) separate Agreements/bids. This bid will facilitate the procurement and installation of new playground equipment, shelters, shades, safety surfacing, and amenities in alignment with SBBC's Educational Facilities Plan, the School Choice Enhancement Program, and various school-based projects.

Original ITB Term: April 1, 2026, through March 31, 2029, with two (2) additional one (1) year renewal options; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): Industrial Shadeports Inc. (E/SBE)

**Previous Agreements/Bids:**
- ITB-FY21-080 – Playground Equipment, Surfacing, and Fabric Shade Structures (Agreement ended June 30, 2025)
- ITB-FY21-159 – Playground: Vendor & Installers (Agreement ends March 31, 2026)
- Piggyback PY21-216 Bid (Agreement ended August 19, 2025)

**Alignment to 2027 Goals and Guardrails:**
Business Operation

**Measurable Outcome(s)/Return on Investment:**
Improve existing playgrounds and increase student access to new playgrounds across the District.

**Financial Impact, Funding Source & Budget Status:**
The requested spending authority is $12,300,000, which aligns with prior contract or bid amounts of approximately $12,000,000.
Funding for this item is sourced from the following:

- Environmental Health & Safety Capital/General Fund via maintenance transfer
- District Educational Facilities Plan (DEFP) – Playground project allocations
- Physical Plant Operations (PPO) operating budget via maintenance transfer
- School/PTA-contributed funds – coded to school internal fund accounts

Funding for the current fiscal year (FY2025–2026) is included in the applicable approved budgets. Funding for future fiscal years is incorporated in the DEFP and anticipated maintenance transfers. All future appropriations are contingent upon adoption of future annual budgets.

| ACTION | BOARD DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT | TERM (months) |
|---|---|---|---|---|---|
| Original spending authority request | 3/10/2026 | Yes (FY25-26) | General/Capital/PTA | $4,340,000 | 36 |
| | | DEFP (FY26-27) | General/Capital/PTA | $3,320,000 | |
| | | DEFP (FY27-28) | General/Capital/PTA | $3,220,000 | |
| | | DEFP (FY28-29) | General/Capital/PTA | $1,420,000 | |
| **Total ITB Amount** | | | | **$12,300,000** | |

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**
Yes, there is operational efficiency when utilizing the same group(s) of vendors over an extended period, as these vendors are familiar with our processes, requirements, and facilities.

Original ITB Term: April 1, 2026, through March 31, 2029, with two (2) additional one (1) year renewal options; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): Industrial Shadeports Inc.

**Procurement Method:**
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.

**Impact on Schools:**
This Agreement provides ongoing support for the construction of new playgrounds, maintenance of existing facilities, and emergency response for damaged equipment. These efforts minimize operational disruptions and ensure students have continuous access to safe, developmentally appropriate spaces that promote physical, social, and emotional growth. All work complies with State Requirements for Educational Facilities, American Society for Testing and Materials standards, and Consumer Product Safety Commission guidelines to reduce injury risks and District liability. Additionally, the Agreement supports playground beautification, equipment upgrades for interactive features, and installation of ADA-compliant rubber surfacing to replace sand.

**If there is an impact on schools, how will schools be selected/prioritized:**
Safety-related work orders are prioritized based on risk level and resource availability, ensuring compliance with District handbook guidelines and safety standards. To ensure equity and strategic resource allocation for new playground installations, prioritization criteria include equitable District representation, compliance with Americans with Disabilities Act standards, addressing economic vulnerability, ensuring fair distribution of resources, and addressing health and equity concerns.

**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):** | ITB26-005 | **Preparation Date:** | January 26, 2026 |
| **Previous Bid # (Ex: 10-004R):** | FY21-159 | **Buyer/PA:** | EDGAR LUGO |
| **New Bid Award Total:** | $12,300,000 | **Bid Title:** | PLAYGROUNDS - VENDORS AND INSTALLERS |
| **Previous Award Total:** | $12,283,000 | | |
| **Bid Type:** | NEW BID | | |
| **Previous Bid Term (Start Date):** | 4/1/2021 | **New Bid Term (In Months):** | 36 |
| **Previous Bid Term (End Date):** | 3/31/2026 | **# of Months Into Bid:** | 57 |

| SPEND REPORTING | |
|---|---|
| **Purchase Order(s) Spend:** | $8,987,651 |
| **P Card Purchases:** | $11,121 |
| **Total Invoiced-to-Date Amount (PO + Pcard Purchases):** | **$8,998,772** |
| **Average Monthly Expenditure:** | $157,873 |
| **Unused Authorized Spending:** | **$3,284,228** |
| **Est. Forecasted Spend (For Entire Bid Term):** | |

| VENDOR INFORMATION | | |
|---|---|---|
| **Awarded Vendors:** | **M/WBE Status (If applicable):** | **Spend:** |
| 101710-BLISS PRODUCTS AND SERVICES INC | | $ 5,128,824 |
| 130846-LANIER PLANS INC DBA KORKAT | | $ 1,503,362 |
| 135923-ADVANCED RECREATIONAL CONCEPTS LLC | | $ 1,319,137 |
| 138247-INDUSTRIAL SHADEPORTS INC | Emerging/Small Business Enterprise (E/SBE) | $ 481,577 |
| 105014-PLAYMORE WEST INC | | $ 228,326 |
| 112757-LEADEX CORPORATION | | $ 192,441 |
| 113607-PLAYSPACE SERVICES INC | | $ 103,066 |
| 107190-ADVANCED RECREATIONAL CONCEPTS | | $ 27,122 |
| 106744-SWARTZ ASSOCIATES INC | | $ 3,798 |
| | **PO VENDOR SPEND:** | **$ 8,987,651** |
| | **P-CARD SPEND:** | **$ 11,121** |
| | **TOTAL SPEND:** | **$ 8,998,772** |

**NOTES (Type Below):**
**Fund 372X Acct: 56710000/568200000 Functional Area: 740089986000000 Center: Various Schools Fund 1000 Acct 5670000 Func Area: 8106791880000000 Center Various Schools Fund 1000 Acct 53510000 Func Area 8106721500000000 Center Various Schools. The work is funded by the District Educational Facilities Plan and PPO budgets.**

| Default Funding Source* | | Department/School & Sign-off Information* | |
|---|---|---|---|
| **Cost Center** | Various Schools | **Name** (First & Last) | Alison D. Witoshynsky |
| **Fund** | 372X | **Title** | Director |
| **Functional Area** | 740089986000000 | **Department/School Name** | Environmental Health & Safety |
| **Commitment Item** | | **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:** | **2/3/2026** |
|---|---|---|

**All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.**

# AWARD RECOMMENDATION
## NOTICE OF AWARD OR INTENDED AWARD

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

ITB # ITB26-005

Tentative Board Meeting Date*: FEBRUARY 10, 2025

ITB Title: Equipment and Services for Playgrounds, Surfacing and Fabric Shades

# Notified: 946 # Downloaded: 53

# of Responses Rec'd: 9 # of "No Bids": 1

For: District-wide (School/Department)

ITB Opening Date : 12/2/2025

Fund: District-wide

Advertised Date: 10/20/2025

**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 recommendation will be posted in the Procurement & Logistic Operations Department and www.Demandstar.com on **December 19 @ 1:00 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

**GROUP 1**

| Awarded Vendor | Awarded Items |
|---|---|
| ADVANCED RECREATIONAL CONCEPTS | Primary-1,2,3,4,5,6,8,9,10,11,12 |
| 360 RECREATION | Primary-13,14 |
| BLISS PRODUCTS AND SERVICES, INC. | Primary-7,15,16,17,18,19,20,21,22, 23,24,25,26,27,28 Alternate-10 |
| *INDUSTRIAL SHADEPORTS, INC. | Primary-29 |
| LANIER PLANS, INC. | Primary-30,31,32,33,34,35,36,37,38 39,40,41,42,43,44 |
| LEADEX CORPORATION | Primary-45 Alternate-47 |

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.

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

| Awarded Vendor | Awarded Items |
|---|---|
| PLAYCORE WISCONSIN, INC. D/B/A GAMETIME | Primary-47,48,49,50,51,52 |
| PLAYMORE WEST, INC. | Primary-53,54,55,56,57,58 |
| SKY LIVING CO., INC | Primary-59,60,61 |

**GROUP 2**

| Awarded Vendor | Awarded Items |
|---|---|
| ADVANCED RECREATIONAL CONCEPTS | B1,2,3,4,5,6 |
| 360 RECREATION | B2 |
| BLISS PRODUCTS AND SERVICES, INC. | B1,2,3,4,5,6 |
| *INDUSTRIAL SHADEPORTS, INC. | B1,2,3,4,5,6 |
| LANIER PLANS, INC. | B1,2,3,4,5,6 |
| LEADEX CORPORATION | B1,2 |
| PLAYCORE WISCONSIN, INC. D/B/A GAMETIME | B1,2,3,4,5,6 |
| PLAYMORE WEST, INC. | B1,2,4,5,6 |
| SKY LIVING CO., INC | B1,2,3,4,5,6 |

**GROUP 3**

| Awarded Vendor | Awarded Items |
|---|---|
| ADVANCED RECREATIONAL CONCEPTS | C1,3 |
| 360 RECREATION | C1,2,3 |
| BLISS PRODUCTS AND SERVICES, INC. | C1,2,3 |
| *INDUSTRIAL SHADEPORTS, INC. | C1,2,3 |
| LANIER PLANS, INC. | C1,2,3 |
| LEADEX CORPORATION | C1,2,3 |
| PLAYCORE WISCONSIN, INC. D/B/A GAMETIME | C1,2,3 |
| PLAYMORE WEST, INC. | C1,3 |
| SKY LIVING CO., INC | C1,2,3 |

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PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Contract Period: Three (3) year contract beginning on April 1, 2026, or upon approval by the Board, whichever is later and may be extended for two additional one-year periods and, if needed 180 days beyond the expiration date of the renewal period.

(*) EDDC CERTIFIED

Rejection of Item A-46: Leadex Corporation (Bidder) proposed Zero as the single firm-fixed percentage discount.

The following firms were not prequalified at bid submission, and therefore can only sell products (they cannot install) per ITB26-005, per Special Conditions 3 1.f. (360 Recreation, Leadex Corporation, Sky Living).

By: Mark Cohen
(Purchasing Agent)

Date: 12/19/2025

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.

| Group 1 - Playground Equipment, Parts, Repairs and New Installation.<br>Please fill out all items (manufacturers and description) offered | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Item # | Manufacturer(s) | Description | Advanced Recreational Concepts Single Fixed % Discount off Catalog List Price | Advanced Recreational Concepts Will Quote Labor for Repairs/New Installation (YES / NO) | 360 Recreation Single Fixed % Discount off Catalog List Price | 360 Recreation Will Quote Labor for Repairs/New Installation (YES / NO) | Bliss Products Single Fixed % Discount off Catalog List Price | Bliss productsWill Quote Labor for Repairs/New Installation (YES / NO) |
| A-1 | Playcraft Systems | Playground Equipment | 5% | yes | | | | |
| A-2 | Freenotes Harmony Park | Outdoor Music | 5% | yes | | | | |
| A-3 | Grounds for Play | Composite Plastic Playground | 5% | yes | | | | |
| A-4 | Playtopia | Composite Plastic Playground | 5% | yes | | | | |
| A-5 | Id Sculptures | GFRC Playground/Climbing Sculptures | 5% | yes | | | | |
| A-6 | Sports Play | ADA Swings and Seats | 5% | yes | | | | |
| A-7 | Ultraplay | Playground Equipment | | | | | 5% | yes |
| A-8 | Action Fit | Fitness Equipment | 5% | yes | | | | |
| A-9 | Bison Sports | Sports Equipment | 5% | yes | | | | |
| A-10 | Ultrasite | Outdoor Site Furniture | 5% | yes | | | 5% | yes |
| A-11 | SRP Shade | Shade Structures | 5% | yes | | | | |
| A-12 | Shade Systems | Shade Structures | 5% | yes | | | | |
| A-13 | Blue IMP | Playground Equipment | | | 7% | yes | | |
| A-14 | Play Mart-Nature of Early Play | Recycled Plastic Playground Equipment | | | 7% | yes | | |
| A-15 | Play & Park Structures | Playground Equipment - Swings Only | | | | | 1% | yes |
| A-16 | Play & Park Structures | Playground Equipment - Non-Swings | | | | | 5% | yes |
| A-17 | Big Toys | Playground Equipment | | | | | 5% | yes |
| A-18 | CemRock | GFRC Play Features | | | | | 5% | yes |
| A-19 | Dynamo | Playground Equipment | | | | | 5% | yes |
| A-20 | Elephant Play | Playground Equipment | | | | | 5% | yes |
| A-21 | Everlast Climbing | Playground Equipment | | | | | 5% | yes |
| A-22 | Harmony Freenotes | Playground Musical Instruments | | | | | 5% | yes |
| A-23 | Jensen Swings | Playground Swings Accessories | | | | | 5% | yes |
| A-24 | ID Sculpture | GFRC Play Features | | | | | 5% | yes |
| A-25 | Action Play Systems | Borders, ADA Ramps, Wear Mats | | | | | 5% | yes |
| A-26 | Jayhawk Plastics/Frog Furnishings | Site Amenities | | | | | 5% | yes |
| A-27 | Sportsplay | Playground Equipment | | | | | 5% | yes |
| A-28 | Superior Recreation | Playground Equipment and Site Amenities | | | | | 5% | yes |
| A-29 | Industrial Shadeports | General Catalog price list | | | | | | |

| | | | | |
|---|---|---|---|---|
| A-30 | 1a. Child Works Catalog | Parts and Individual Play Items | | |
| A-31 | 1a. Child Works Price List | Retail Price List Before Discount | | |
| A-32 | 2a. Grounds for Play Catalog | Play catalog | | |
| A-33 | 2b. Grounds for Play Price List | Retail Price List Before Discount | | |
| A-34 | ı. OSS-Outdoor Safety Surfacing Surfaci | Safety Surfacng Options | | |
| A-35 | ɔ. OSS-Outdoor Safety Surfacing Price L | Saffety Surfacing Pricing | | |
| A-36 | ɜa. SRP- Superior Site Amenities Catalo | Amenities Catalog | | |
| A-37 | b. SRP-Superior Site Amenities Price Lis | Retail Price List Before Discount | | |
| A-38 | 6a.SRP Superior Play KorKat Catalog | Play Catalog | | |
| A-39 | 6b. SRP Superior Play KorKat Price List | Retail Price List Before Discount | | |
| A-40 | SRP Superior Play SRPFX KorKat Price I | Retail Price List Before Discount | | |
| A-41 | 7a. SRP Superior Shade Catalog | Shade Catalog | | |
| A-42 | 7b. SRP Superior Shade Price List | Retail Price List Before Discount | | |
| A-43 | 8a. Freenotes Musical Play Catalog | Musical Instrument Play Catalog | | |
| A-44 | 8b. Freenotes Musical SRP Price List | Retail Price List Before Discount | | |
| A-45 | BCI Burke | Playground Equipment | | |
| A-46 | Greenfield Outdoors | Fitness Equipment | | |
| A-47 | Gametime | Playground Equipment | | |
| A-48 | GameTime GTImpax | Surfacing | | |
| A-49 | GameTime GTShade | Shade | | |
| A-50 | GameTime GTSite | Site Furnishings & Amenities | | |
| A-51 | GameTime GTFit | Fitness Equipment | | |
| A-52 | GameTime GTShelter | Shelters | | |
| A-53 | Playworld | Playground Equipment | | |
| A-54 | Berliner | Playground Equipment | | |
| A-55 | Cre8Play | Playground Equipment | | |
| A-56 | ExoFit | Playground Fitness | | |
| A-57 | TrekFit | Playground Fitness | | |
| A-58 | Action Play Systems | Playground Equipment | | |
| A-59 | WISDOM PLAYGROUNDS | 2025 Catalog | | |
| A-60 | Psagot | 2025 Catalog | | |
| A-61 | World Klass Play | 2025 Catalog | | |

| LEGEND |
|---|
| Primary |
| Alternate |
| Rejected |

## Group 1 - Playground Equipment, Parts, Repairs and New Installation.
## Please fill out all items (manufacturers and description) offered

| Item # | Manufacturer(s) | Description | Industrial Shadeports Single Fixed % Discount off Catalog List Price | Industrial Shadeports Will Quote Labor for Repairs/New Installation (YES / NO) | Lanier Plans dba Korkat Single Fixed % Discount off Catalog List Price | Lanier Plans dba KorkatWill Quote Labor for Repairs/New Installation (YES / NO) | Leadex Single Fixed % Discount off Catalog List Price | Leadex Will Quote Labor for Repairs/New Installation (YES / NO) |
|---|---|---|---|---|---|---|---|---|
| A-1 | Playcraft Systems | Playground Equipment | | | | | | |
| A-2 | Freenotes Harmony Park | Outdoor Music | | | | | | |
| A-3 | Grounds for Play | Composite Plastic Playground | | | | | | |
| A-4 | Playtopia | Composite Plastic Playground | | | | | | |
| A-5 | Id Sculptures | GFRC Playground/Climbing Sculptures | | | | | | |
| A-6 | Sports Play | ADA Swings and Seats | | | | | | |
| A-7 | Ultraplay | Playground Equipment | | | | | | |
| A-8 | Action Fit | Fitness Equipment | | | | | | |
| A-9 | Bison Sports | Sports Equipment | | | | | | |
| A-10 | Ultrasite | Outdoor Site Furniture | | | | | | |
| A-11 | SRP Shade | Shade Structures | | | | | | |
| A-12 | Shade Systems | Shade Structures | | | | | | |
| A-13 | Blue IMP | Playground Equipment | | | | | | |
| A-14 | Play Mart-Nature of Early Play | Recycled Plastic Playground Equipment | | | | | | |
| A-15 | Play & Park Structures | Playground Equipment - Swings Only | | | | | | |
| A-16 | Play & Park Structures | Playground Equipment - Non-Swings | | | | | | |
| A-17 | Big Toys | Playground Equipment | | | | | | |
| A-18 | CemRock | GFRC Play Features | | | | | | |
| A-19 | Dynamo | Playground Equipment | | | | | | |
| A-20 | Elephant Play | Playground Equipment | | | | | | |
| A-21 | Everlast Climbing | Playground Equipment | | | | | | |
| A-22 | Harmony Freenotes | Playground Musical Instruments | | | | | | |
| A-23 | Jensen Swings | Playground Swings Accessories | | | | | | |
| A-24 | ID Sculpture | GFRC Play Features | | | | | | |
| A-25 | Action Play Systems | Borders, ADA Ramps, Wear Mats | | | | | | |
| A-26 | Jayhawk Plastics/Frog Furnishings | Site Amenities | | | | | | |
| A-27 | Sportsplay | Playground Equipment | | | | | | |
| A-28 | Superior Recreation | Playground Equipment and Site Amenities | | | | | | |
| A-29 | Industrial Shadeports | General Catalog price list | 5% | yes | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| A-30 | 1a. Child Works Catalog | Parts and Individual Play Items | 21% | yes | | |
| A-31 | 1a. Child Works Price List | Retail Price List Before Discount | 21% | yes | | |
| A-32 | 2a. Grounds for Play Catalog | Play catalog | 21% | yes | | |
| A-33 | 2b. Grounds for Play Price List | Retail Price List Before Discount | 21% | yes | | |
| A-34 | ı. OSS-Outdoor Safety Surfacing Surfaci | Safety Surfacng Options | 10% | yes | | |
| A-35 | ›. OSS-Outdoor Safety Surfacing Price Li | Saffety Surfacing Pricing | 10% | yes | | |
| A-36 | ia. SRP- Superior Site Amenities Catalo | Amenities Catalog | 16% | yes | | |
| A-37 | b. SRP-Superior Site Amenities Price Lis | Retail Price List Before Discount | 16% | yes | | |
| A-38 | 6a.SRP Superior Play KorKat Catalog | Play Catalog | 16% | yes | | |
| A-39 | 6b. SRP Superior Play KorKat Price List | Retail Price List Before Discount | 16% | yes | | |
| A-40 | SRP Superior Play SRPFX KorKat Price I | Retail Price List Before Discount | 21% | yes | | |
| A-41 | 7a. SRP Superior Shade Catalog | Shade Catalog | 21% | yes | | |
| A-42 | 7b. SRP Superior Shade Price List | Retail Price List Before Discount | 21% | yes | | |
| A-43 | 8a. Freenotes Musical Play Catalog | Musical Instrument Play Catalog | 16% | yes | | |
| A-44 | 8b. Freenotes Musical SRP Price List | Retail Price List Before Discount | 16% | yes | | |
| A-45 | BCI Burke | Playground Equipment | | | 5% | yes |
| A-46 | Greenfield Outdoors | Fitness Equipment | | | 0% | yes |
| A-47 | Gametime | Playground Equipment | | | 1% | yes |
| A-48 | GameTime GTImpax | Surfacing | | | | |
| A-49 | GameTime GTShade | Shade | | | | |
| A-50 | GameTime GTSite | Site Furnishings & Amenities | | | | |
| A-51 | GameTime GTFit | Fitness Equipment | | | | |
| A-52 | GameTime GTShelter | Shelters | | | | |
| A-53 | Playworld | Playground Equipment | | | | |
| A-54 | Berliner | Playground Equipment | | | | |
| A-55 | Cre8Play | Playground Equipment | | | | |
| A-56 | ExoFit | Playground Fitness | | | | |
| A-57 | TrekFit | Playground Fitness | | | | |
| A-58 | Action Play Systems | Playground Equipment | | | | |
| A-59 | WISDOM PLAYGROUNDS | 2025 Catalog | | | | |
| A-60 | Psagot | 2025 Catalog | | | | |
| A-61 | World Klass Play | 2025 Catalog | | | | |

| LEGEND |
|---|
| Primary |
| Alternate |
| Rejected |

| Group 1 - Playground Equipment, Parts, Repairs and New Installation.<br>Please fill out all items (manufacturers and description) offered | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Item # | Manufacturer(s) | Description | Playcore Wisconsin dba Gametime Single Fixed % Discount off Catalog List Price | Playcore Wisconsin dba Gametime Will Quote Labor for Repairs/New Installation (YES / NO) | Playmore West Inc. Single Fixed % Discount off Catalog List Price | Playmore West Inc. Will Quote Labor for Repairs/New Installation (YES / NO) | Sky Living Single Fixed % Discount off Catalog List Price | Sky Living Will Quote Labor for Repairs/New Installation (YES / NO) |
| A-1 | Playcraft Systems | Playground Equipment | | | | | | |
| A-2 | Freenotes Harmony Park | Outdoor Music | | | | | | |
| A-3 | Grounds for Play | Composite Plastic Playground | | | | | | |
| A-4 | Playtopia | Composite Plastic Playground | | | | | | |
| A-5 | Id Sculptures | GFRC Playground/Climbing Sculptures | | | | | | |
| A-6 | Sports Play | ADA Swings and Seats | | | | | | |
| A-7 | Ultraplay | Playground Equipment | | | | | | |
| A-8 | Action Fit | Fitness Equipment | | | | | | |
| A-9 | Bison Sports | Sports Equipment | | | | | | |
| A-10 | Ultrasite | Outdoor Site Furniture | | | | | | |
| A-11 | SRP Shade | Shade Structures | | | | | | |
| A-12 | Shade Systems | Shade Structures | | | | | | |
| A-13 | Blue IMP | Playground Equipment | | | | | | |
| A-14 | Play Mart-Nature of Early Play | Recycled Plastic Playground Equipment | | | | | | |
| A-15 | Play & Park Structures | Playground Equipment - Swings Only | | | | | | |
| A-16 | Play & Park Structures | Playground Equipment - Non-Swings | | | | | | |
| A-17 | Big Toys | Playground Equipment | | | | | | |
| A-18 | CemRock | GFRC Play Features | | | | | | |
| A-19 | Dynamo | Playground Equipment | | | | | | |
| A-20 | Elephant Play | Playground Equipment | | | | | | |
| A-21 | Everlast Climbing | Playground Equipment | | | | | | |
| A-22 | Harmony Freenotes | Playground Musical Instruments | | | | | | |
| A-23 | Jensen Swings | Playground Swings Accessories | | | | | | |
| A-24 | ID Sculpture | GFRC Play Features | | | | | | |
| A-25 | Action Play Systems | Borders, ADA Ramps, Wear Mats | | | | | | |
| A-26 | Jayhawk Plastics/Frog Furnishings | Site Amenities | | | | | | |
| A-27 | Sportsplay | Playground Equipment | | | | | | |
| A-28 | Superior Recreation | Playground Equipment and Site Amenities | | | | | | |
| A-29 | Industrial Shadeports | General Catalog price list | | | | | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| A-30 | 1a. Child Works Catalog | Parts and Individual Play Items | | | | | | |
| A-31 | 1a. Child Works Price List | Retail Price List Before Discount | | | | | | |
| A-32 | 2a. Grounds for Play Catalog | Play catalog | | | | | | |
| A-33 | 2b. Grounds for Play Price List | Retail Price List Before Discount | | | | | | |
| A-34 | i. OSS-Outdoor Safety Surfacing Surfaci | Safety Surfacng Options | | | | | | |
| A-35 | ). OSS-Outdoor Safety Surfacing Price L | Saffety Surfacing Pricing | | | | | | |
| A-36 | ia. SRP- Superior Site Amenities Catalo | Amenities Catalog | | | | | | |
| A-37 | b. SRP-Superior Site Amenities Price Lis | Retail Price List Before Discount | | | | | | |
| A-38 | 6a.SRP Superior Play KorKat Catalog | Play Catalog | | | | | | |
| A-39 | 6b. SRP Superior Play KorKat Price List | Retail Price List Before Discount | | | | | | |
| A-40 | SRP Superior Play SRPFX KorKat Price I | Retail Price List Before Discount | | | | | | |
| A-41 | 7a. SRP Superior Shade Catalog | Shade Catalog | | | | | | |
| A-42 | 7b. SRP Superior Shade Price List | Retail Price List Before Discount | | | | | | |
| A-43 | 8a. Freenotes Musical Play Catalog | Musical Instrument Play Catalog | | | | | | |
| A-44 | 8b. Freenotes Musical SRP Price List | Retail Price List Before Discount | | | | | | |
| A-45 | BCI Burke | Playground Equipment | | | | | | |
| A-46 | Greenfield Outdoors | Fitness Equipment | | | | | | |
| A-47 | Gametime | Playground Equipment | 10% | Yes | | | | |
| A-48 | GameTime GTImpax | Surfacing | 5% | Yes | | | | |
| A-49 | GameTime GTShade | Shade | 3% | Yes | | | | |
| A-50 | GameTime GTSite | Site Furnishings & Amenities | 3% | Yes | | | | |
| A-51 | GameTime GTFit | Fitness Equipment | 10% | Yes | | | | |
| A-52 | GameTime GTShelter | Shelters | 3% | Yes | | | | |
| A-53 | Playworld | Playground Equipment | | | 5% | Yes | | |
| A-54 | Berliner | Playground Equipment | | | 3% | Yes | | |
| A-55 | Cre8Play | Playground Equipment | | | 3% | Yes | | |
| A-56 | ExoFit | Playground Fitness | | | 5% | Yes | | |
| A-57 | TrekFit | Playground Fitness | | | 3% | Yes | | |
| A-58 | Action Play Systems | Playground Equipment | | | 3% | Yes | | |
| A-59 | WISDOM PLAYGROUNDS | 2025 Catalog | | | | | 11% | YES |
| A-60 | Psagot | 2025 Catalog | | | | | 10% | YES |
| A-61 | World Klass Play | 2025 Catalog | | | | | 11% | YES |

| LEGEND |
|---|
| Primary |
| Alternate |
| Rejected |

## Group 2 - Playground Surfacing & Borders, Repairs and New Installation

| Item # | Description | Advanced Recreational Concepts Product Manufacturer Name(s) - if applicable | Advanced Recreational Concepts Will Quote (YES / NO) | 360 Recreation Product Manufacturer Name(s) - if applicable | 360 Recreation Will Quote (YES / NO) | Bliss Products Manufacturer Name(s) - if applicable | Bliss Products Will Quote (YES / NO) | Industrial Shadeports Product Manufacturer Name(s) - if applicable | Industrial Shadeports Will Quote (YES / NO) | Lanier Plans dba Korkat Product Manufacturer Name(s) - if applicable | Lanier Plans dba Korkat Will Quote (YES / NO) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| B-1 | Install, Recap, or Replace poured-in-place (PIP) surfacing on playgrounds for various critical fall heights (includes 25% importance factor) | FlexGround/Rubber Designs/Premier Materials | YES | | NO | Safety 1st Playgrounds, Iplay, Surface Max, DuraPlay, Shady Surfacing | YES | Industrial Shadeports | YES | Korkat | YES |
| B-2 | Install or Replace Artificial Turf on playgrounds or other locations (with or without fall protection) -- Includes 25% importance factor. | Forever Lawn/Safe4Play | YES | Landmark | YES | Safety 1st Playgrounds, Iplay, Surface Max, DuraPlay, Shady Surfacing | YES | Industrial Shadeports | YES | Korkat | YES |
| B-3 | Install, Repair, or Replace Pressure treated lumber wood border on playgrounds | APS / Playspace | YES | | NO | Safety 1st Playgrounds, Iplay, Surface Max, DuraPlay, Shady Surfacing | YES | Industrial Shadeports | YES | Korkat | YES |
| B-4 | Install, Repair, or Replace concrete borders on playgrounds - (4" wide x 12" deep or 6" wide x 12" deep) | Playspace | YES | | NO | Safety 1st Playgrounds, Iplay, Surface Max, DuraPlay, Shady Surfacing | YES | Industrial Shadeports | YES | Korkat | YES |
| B-5 | Repair poured-in-place (PIP) surfacing on playgrc | Playspace | YES | | NO | Iplay, Surface Max, Du | YES | ndustrial Shadeport | YES | Korkat | YES |
| B-6 | Repair Artificial Turf on playgrounds or other loc | Forver Lawn/Safe4Play | YES | | NO | Iplay, Surface Max, Du | YES | ndustrial Shadeport | YES | Korkat | YES |

## Group 2 - Playground Surfacing & Borders, Repairs and New Installation

| Item # | Description | Leadex Product Manufacturer Name(s) - if applicable | Leadex Will Quote (YES / NO) | Playcore Wisconsin dba Gametime Manufacturer Name(s) - if applicable | Playcore Wisconsin dba Gametime Will Quote (YES / NO) | Playmore West Inc. Product Manufacturer Name(s) - if applicable | Playmore West Inc. Will Quote (YES / NO) | Sky Living Co. Product Manufacturer Name(s) - if applicable | Sky Living Co. Will Quote (YES / NO) |
|---|---|---|---|---|---|---|---|---|---|
| B-1 | Install, Recap, or Replace poured-in-place (PIP) surfacing on playgrounds for various critical fall heights (includes 25% importance factor) | Surface America/ | YES | GameTime GTImpax | YES | The Recreational Group, No Fault, Pro-Techs, DuraPlay | YES | | YES |
| B-2 | Install or Replace Artificial Turf on playgrounds or other locations (with or without fall protection) -- Includes 25% importance factor. | Synthatic Turf International | YES | GameTime GTImpax | YES | Sunshine Turf, ForeverLawn, The Recreational Group | YES | | YES |
| B-3 | Install, Repair, or Replace Pressure treated lumber wood border on playgrounds | | | n/a | YES | | NO | | YES |
| B-4 | Install, Repair, or Replace concrete borders on playgrounds - (4" wide x 12" deep or 6" wide x 12" deep) | | | na/ | YES | | YES | | YES |
| B-5 | Repair poured-in-place (PIP) surfacing on playgrounds for various critical fall heights | | | GameTime GTImpax | YES | The Recreational Group, No Fault, Pro-Techs, DuraPlay | YES | | YES |
| B-6 | Repair Artificial Turf on playgrounds or other locations (with or without fall protection) | | | GameTime GTImpax | YES | Sunshine Turf, ForeverLawn, The Recreational Group | YES | | YES |

## Group 3 - Fabric Shade Structures, Repairs and New Installation

| Item # | Description | Advanced Recreation Concepts Product Manufacturer Name(s) - if applicable | Advanced Recreation Concepts Will Quote (YES / NO) | 360 Recreation Product Manufacturer Name(s) - if applicable | 360 Recreation Will Quote (YES / NO) | Bliss Products Manufacturer Name(s) - if applicable | Bliss Products Will Quote (YES / NO) | Industrial Shadeports Product Manufacturer Name(s) - if applicable | Industrial Shadeports Will Quote (YES / NO) | Lanier Plans dba Korkat Product Manufacturer Name(s) - if applicable | Lanier Plans dba Korkat Will Quote (YES / NO) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| C-1 | Fabric Shade Structures - (Repairs and Replacement) | SRP Shade | YES | Shade Systems | YES | Superior Shade, Modern Shade, Shade America | YES | All | YES | SUPERIOR RECREATION PRODUCTS AND KORKAT | YES |
| C-2 | Fabric Shade Structures - (Remove and Re-install in event of a declared emergency such as a hurricane) | SRP Shade | NO | Shade Systems | YES | Superior Shade, Modern Shade, Shade America | YES | All | YES | KORKAT | YES |
| C-3 | Fabric Shade Structures- (New Installation) | SRP Shade | YES | Shade Systems | YES | e, Modern Shade, | YES | All | YES | KORKAT | YES |

| Group 3 - Fabric Shade Structures, Repairs and New Installation | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Item # | Description | Leadex Product Manufacturer Name(s) - if applicable | Leadex Will Quote (YES / NO) | Playcore wisconsin dba Gametime Product Manufacturer Name(s) - if applicable | Playcore Wisconsin dba Gametime Will Quote (YES / NO) | Playmore West Product Manufacturer Name(s) - if applicable | Playmore West Will Quote (YES / NO) | Sky Living Co. Product Manufacturer Name(s) - if applicable | Sky Living Co. Will Quote (YES / NO) |
| C-1 | Fabric Shade Structures - (Repairs and Replacement) | Apollo Sunguard, Creative Shades, Shade Systems | YES | GameTime GTShade | YES | PlayShade by Playworld, USA Shade, Shade Systems, Apollo Sunguard, | YES | Fabric Shade Structures - (Repairs and Replacement) | YES |
| C-2 | Fabric Shade Structures - (Remove and Re-install in event of a declared emergency such as a hurricane) | | YES | n/a | YES | | NO | Fabric Shade Structures - (Remove and Re-install in event of a declared emergency such as a hurricane) | YES |
| C-3 | Fabric Shade Structures-(New Installation) | Apollo Sunguard, Creative Shades, Shade Systems | YES | GameTime GTShade | YES | PlayShade by Playworld, USA Shade, Shade Systems, Apollo Sunguard, | YES | Fabric Shade Structures-(New Installation) | YES |

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

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Sarah Leonardi, Vice Chair

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Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

October 20, 2025

Dear Prospective Bidders,

**SUBJECT: Instructions to Bidders**

**Invitation to Bid: ITB26-005- Equipment and Services for Playgrounds, Surfacing, and Fabric Shades**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **the Equipment and Services for Playgrounds, Surfacing, and Fabric Shades**. Any questions regarding this ITB should be addressed to me in writing via e-mail to **mark.cohen2@browardschools.com**. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 7.47) shall take effect. Any bidder or lobbyist for a bidder **is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, or any other School District employee** after Procurement & Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to ensure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

**EMERGING/SMALL/VETERAN/MINORITY/WOMEN BUSINESS ENTERPRISE (E/S/V/M/WBE) CERTIFICATION AND PARTICIPATION (See Attachment A)**
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC): 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, and the results of the 2023 Disparity Study conducted by Keen Independent Research (KIR). For information on E/S/V/M/WBE Certification, contact The Economic Development and Diversity Compliance Department at 754-321-0770 or visit www.browardschools.com/eddc

- **NON-MANDATORY BIDDERS' CONFERENCE**
  A Bidders' Conference will be held on (**SEE SECTION 2 – CALENDAR**), beginning at Eastern Time (ET), in the Technology and Support Services Center, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.

- **SUBMITTAL REQUIREMENTS**
  Submittal Requirements in Section 1 is a listing of submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**
  The Bid Summary Sheets upon which the Bidder submits its prices should be completed electronically (Excel, if applicable). The Bidder Acknowledgement Section must be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- **PRICING CORRECTIONS**
  SBBC reserves the right not to tabulate any illegible entries, pencil bids, or price corrections that have not been initialed and to reject any bid containing any of these errors.

- **DUE DATE**
  Bids are due electronically (e-bidding through DemandStar) on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on the date due will not be considered.

- **STATEMENT OF "NO BID"**
  If you are **not** submitting a bid in response to this ITB, please complete Section 9, Statement of "No Bid," and return via facsimile to 754-321-0533 or scan and send via e-mail to **mark.cohen2@browardschools.com**. Your response to the statement "No" Bid is very important to Procurement & Warehousing Services when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Mark Cohen
Purchasing Agent III

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The School Board of Broward County, Florida
**PROCUREMENT & WAREHOUSING SERVICES**
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

# INVITATION TO BID (ITB)

**DUE DATE:** Bids must be submitted electronically via Demandstar **on or before 2:00 p.m. Eastern Time (ET):**

**12/2/2025**

Check the Addenda for any revised opening dates before submitting your bid. **Bid(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.

| ITB NO.: | RELEASE DATE: | PURCHASING AGENT: |
|---|---|---|
| **ITB26-005** | October 20, 2025 | Mark Cohen<br>754-321-0510 |

BID TITLE:

**EQUIPMENT AND SERVICES FOR PLAYGROUNDS, SURFACING, AND FABRIC SHADES**

## SECTION 1 – BIDDER ACKNOWLEDGEMENT

**THIS MUST BE COMPLETED BY ALL BIDDERS.**

**IN ACCORDANCE WITH GENERAL CONDITION 7.2.3, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY, INCLUDING THE HANDWRITTEN OR ELECTRONIC SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT WITH THE BID WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR CONTRACT AWARD UNDER THIS COMPETITIVE SOLICITATION.**

| | |
|---|---|
| Bidder's Name (Company): | **"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to an address other than as stated on the left, please complete the section below. |
| "**Doing Business As**" (d/b/a), if applicable: | ☐ Check this box if the address is the same as stated on the left. |
| Address: | Address: |
| City: | City: |
| State: Zip: | State: Zip: |
| Federal Tax Identification Number: | Telephone Number: |
| **E-mail Address to Send Purchase Orders:** | |

I hereby certify that I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and **unconditional** acceptance of the contents of all pages in this Invitation To Bid (ITB) and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of the bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, 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 Bidder 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 3800, Part VIII, as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder 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 bid are true and accurate.

*I agree that this bid cannot be withdrawn within 90 days from the date due.*

_____
***Signature of Authorized Representative (Manual, Handwritten, or Electronic)***

_____
***Name of Authorized Representative (Typed or Printed)***

_____
***Title***

_____
***Email of Authorized Representative***

## SUBMITTAL REQUIREMENTS

In order to ensure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☒ Below have been submitted.

| | | | |
|---|---|---|---|
| ☒ Bidder Acknowledgement<br>Section 1 | ☒ Conflict of Interest Form<br>Section 8, Attachment B | ☒ Certificate of Debarment<br>Section 8, Attachment C | ☒ Manufacturers Authorization<br>Special Condition 8 |
| ☒ Bidder's Preference Statement<br>Section 8, Attachment D | ☒ Bid Summary Sheet<br>Section 4 | ☒ EDDC Bidder/Proposer Assurance Statement Doc. 00471 (Attachment A) | ☐ EDDC Statement of Intent to Perform as E/S/V/M/WBE Subcontractor Doc. 00470 (Attachment A) (IF APPLICABLE) |
| ☐ EDDC E/S/V/MWBE Participation Schedule – Doc. 00475 (Attachment A) (IF APPLICABLE) | ☒ Contractor Prequalification for Installers<br>Section 3 – Special condition 1.f | ☐ Bid Bond<br>Special Condition ____ | ☒ AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES<br>Special Condition ____ |

**Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No-Bid attached as the last page of this ITB.**

# SECTION 2 – CALENDAR

| | |
|---|---|
| Monday, October 20, 2025 | Release of ITB26-005. |
| Tuesday, October 28, 2025 | Non-Mandatory Bidder's Conference (See Special Condition 3)<br>Procurement & Warehousing Services Department.<br>The meeting will be held at 9:00 AM:<br>7720 West Oakland Park Blvd., Suite 323,<br>Sunrise, Florida 33351-6704<br>Virtual Pre-bidders Conference is also available at:<br>MS Teams (add the MS Teams information<br>**Join the meeting now**<br>Meeting ID: 234 372 312 845 3<br>Passcode: Fy2By9XK<br>**Dial in by phone**<br>+1 754-216-1864,,501273359# United States, Fort Lauderdale<br>Find a local number<br>Phone conference ID: 501 273 359# |
| Tuesday, November 4, 2025 | Vendor written questions (See Special Condition 2)<br>due on or before 5:00 p.m. ET via email to:<br>mark.cohen2@browardschools.com |
| Tuesday, December 2, 2025* | *Bids are due electronically (e-bidding through www.demandstar.com) on or before 2:00 p.m. ET.<br>In order to have your proposal considered, it must be electronically submitted and received on or before the date and time due. Proposals received after 2:00 p.m. ET on the date due will not be considered; late bids will not be accepted.<br>NOTE: SBBC is no longer accepting submittal of proposals in hard copy format. All proposals must be submitted electronically via Demandstar.<br>Proposal Opening will be at:<br>7720 West Oakland Park Blvd., Suite 323<br>Sunrise, Florida 33352-6704 |
| TBD | Posting of Recommendation @ on Demandstar.com |

**NOTE:** If you plan to attend the public meeting or hand-deliver your bid, please arrive 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 appropriate floor.

** These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure that 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 Director of EEO/ADA 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 Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.*

# SECTION 3 – SPECIAL CONDITIONS

## 1. INTRODUCTION:

a. The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on **Equipment and Services for Playgrounds, Surfacing, and Fabric Shades** as specified herein. The scope of requirements includes, but is not limited to, **Equipment and Services for Playgrounds, Surfacing, and Fabric Shades**. Prices quoted shall include inside delivery to various schools, departments, and centers within Broward County, Florida. The Awardee(s) shall receive individual Purchase Orders specifying the name and ship-to address of the various schools, departments and centers.

b. The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids to establish a pool of qualified vendors for the purchase and installation of playground equipment, playground surfacing, fabric shade structures, and required appurtenances for new playgrounds and repairs to existing playgrounds. The scope of requirements includes, but is not limited to:

- Playground equipment supply and installation,
- Playground surfacing supply and installation – including PIP or other IPEMA Certified and ADA compliant, supply and installation
- Fabric shade structures, supply, and installation
- Site accessibility features (concrete sidewalks, fence)
- Engineering, Design & Permitting for new equipment and structures

c. Prices quoted shall include inside delivery to various schools, departments, and centers within Broward County, Florida. The Awardee(s) shall receive individual Purchase Orders specifying the name and ship-to address of the various schools, departments, and centers.

d. For New installations, all parts/products must be new, unused, of the latest design and technology and from the most current product lines. Engineering for permit documents is necessary for foundations, structural components, wind loads, and lightning protection.

e. For Repair installations, all parts/products must be new, unused, and flow and function with the existing equipment.

f. New Installations: Bidder must have a certified installer and a licensed general contractor / building contractor to obtain permits through the SBBC Building Department for new construction. This installer/contractor must be Pre-qualified with SBBC at the time of the bid opening.
Bidders who only wish to sell equipment, do not need to be prequalified.

g. SBBC, through its designee(s), reserves the right to further negotiate any proposal, including price and warranty, with all responsible and responsive bidders to meet the needs of the District.

h. Schedule: Upon receipt of a Purchase Order (PO), the awardee must submit a schedule within one week. The schedule must be approved by SBBC personnel and/or Owner's representatives. Schedule must delineate major timelines: electronic submittal for preliminary review, hard copy submittal fully complaint with all requirements (including but not limited to Florida Building Codes, SBBC Design Specifications and guidelines), delivery lead time and construction schedule. If awardee fails to submit and abide by said schedule, SBBC reserves the right to cancel the PO at no cost to the Owner. Unless impacted by a Force Majeure, scopes pertaining to awards under this contract should not exceed a completion period of six (6) months from the PO issuance date.

i. SBBC Building Department permitting is required for all new installations and PIP remove/ replacement projects.

i. All PIP remove/replacement installations must meet ADA and use zone requirements per ASTM, regardless of the existing surfacing layout (which may not be compliant).
ii. All PIP remove/replacement projects must include a site plan and a cross section of subgrade substrate. The site plan must show the 6-foot use zone with dimensions for each piece of equipment on the perimeter of the playground and dimensions for accessibility to the transfer platform and other accessible equipment, prior to replacement.
iii. If direction or instructions are needed for dimensional compliance, a written request to the foreman or project manager is required.

iv. If the installer does not notify the foreman or project manager of the non-compliant existing condition, it will be the responsibility for the installer to correct an installation that does not meet the use zone clearance or ADA requirements at no additional cost.

j. All products and installations shall be in compliance with:

i. Florida Accessibility Code for Building Construction
ii. Florida Building Code
iii. ASTM Standards, including but not limited to F1487, F1292, F1951, F2049, F2073, F3313, F2223, and F3313)
iv. ADA and Florida Building Code, Accessibility compliance
v. SBBC Playground Handbook
vi. OSHA compliance
vii. International Playground Equipment Manufacturers Association (IPEMA)
viii. Consumer Product Safety Commission
ix. SBBC Design and Construction Specifications
x. All state, federal and local safety rules and regulations
xi. See the requirements, standards, and guidelines: https://bit.ly/2EOGgNW

k. Upon completion of the work and before submitting an invoice for project completion, the installer shall provide the requisite documentation in accordance with ASTM F1487, Section 11. For surfacing installations, a "drop test" is preferred to meet this requirement.

l. For new surfacing installations, a 25% importance factor above the critical fall height as defined by ASTM F1292/F3313 is required.

m. Only vendors awarded under this bid will be allowed to participate in any upcoming projects for playgrounds, surfacing, fabric shade structures for new installations or repairs to existing equipment.

n. Bidders shall deliver with the bid, their current catalog with prices or a price list if the catalog doesn't have prices to the Purchasing Agent:

Mark Cohen
7720 W. Oakland Park Blvd. Suite 323
Sunrise, FL 33351

Receipt of open orders does not authorize the release or shipment of any goods or services. For all open orders, items shall be ordered on an as-needed basis through the use of an order form. Shipments received as a result of an open order, where an order form has not been released, shall not be accepted, and SBBC shall incur no cost as a result. Awardee must have a representative on site to receive the order, sign off on it, and store it in coordination with the school/Center until construction begins.

**SUBMIT IN TIME FOR BID OPENING:**

- E-bidding through Demandstar.com

2. **QUESTIONS FROM BIDDERS:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Mark Cohen**, Purchasing Agent in Procurement & Warehousing Services, via email to mark.cohen2@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither the Purchasing Agent nor any employee of SBBC is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 7.8 of this ITB.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

3. **NON-MANDATORY BIDDER'S CONFERENCE:** A Bidders' Conference will be held on **October 28, 2025, beginning at 9:00 am.** Representatives from all interested companies are encouraged to attend. **PLEASE BRING A COPY OF THIS ITB WITH YOU TO THE MEETING.**

The purpose of the Bidder's Conference is to allow prospective Bidders to bring forth questions they may have, to allow prospective Bidders to be aware of questions other Bidders may have, and to stimulate discussions that will generate questions in an effort to assist prospective Bidders in preparing the best and most comprehensive bid for submission to SBBC. Questions submitted shall be answered by all Bidders via Addenda. All questions shall be submitted in accordance with Section 2 of this ITB. Any information verbally given by any party at the Bidder's Conference shall not be binding on SBBC. Bidders shall only consider the information provided in the ITB or via Addenda.

In addition, a representative from the SBBC Supplier Diversity & Outreach Program may be present to address questions regarding S/M/WBE participation.

4. **TERM:** The award of this bid shall establish a three (3) year Agreement beginning on **4/1/2026** or upon approval by the Board, whichever is later. Bids shall not be considered for a shorter period of time. If only one bid is received, the term of the Agreement may be reduced to one year.

5. **RENEWAL/EXTENSION:** 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. SBBC and Awardee may, by mutual agreement, when exercising the option terms provided herein, extend the Agreement for a term period less than the full one (1) year option term. The Procurement & Warehousing Services Department will, if considering renewing, request a letter of intent to renew from each Awardee before the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board.

When a subsequent award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any agreement awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.

6. **AWARD, DISCOUNT AND PRICING:** This bid shall be awarded **BY GROUP to all responsive and responsible bidder(s) offering the greatest NON-ZERO SINGLE FIRM-FIXED percentage discount from the MANUFACTURER'S RETAIL PRICE** list on the Bid Summary Sheets meeting all specifications, terms, and conditions of the ITB. Bids offering a zero percentage (%) or a percentage markup instead of a discount shall result in disqualification of the bid submitted for the item(s). The awarded vendor's percentage discount shall remain firm for the entire term of the contract. Awarded vendor(s) must keep their retail pricing firm as offered for the first 180 days from the date of award and then may adjust their pricing thereafter by providing the Procurement & Warehousing Services Department (PWS) with a thirty (30) day written notification of a price adjustment. The price adjustment shall be provided to the Purchasing Agent, SBBC Procurement and Warehousing Services Department, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. Failure to properly notify PWS of any price adjustment if an order has already been issued shall result in the vendor honoring the price that was ordered. PWS reserves the right to negotiate with the awarded vendor(s) for any new price adjustment or ask for quantity discounts. The awarded vendor may always provide SBBC with an additional educational discount or invoice SBBC less than the amount stated on the purchase order.

The Bidder with the greatest single firm-fixed percentage discount for each item shall be considered the Primary Awardee for that bid item. In case of a tie bid, the bid item shall be broken by General Condition 7.56 or through a publicly held coin toss. The Bidder with the second greatest single firm-fixed percentage discount for each item shall be the Alternate Awardee for that bid item. All orders will be made through the Primary Awardee first unless the Primary Awardee is unable to meet the delivery requirements or is out of stock, the product no longer meets performance specifications and is removed from use, in case of an emergency, or at SBBC's discretion, determines it is in the best interest to do so; therefore, the Alternate Awardee shall be used for ordering.

After the award of this bid, any Awardee who violates any specification, term, or condition of this bid can be found in default of its Agreement, have its Agreement canceled, be subject to the payment of liquidated damages, and be removed from the bid list and become ineligible to do business with SBBC for two (2) years, as described in General Conditions 7.44 and 7.64 and Part XII, of School Board Policy 3800.

7. **USE OF BID:** When orders are for products not listed on the Bid Summary sheet and exceed $5,000, SBBC departments or schools ("end-user") will request a quote from three (3) Awardees (2 of the 3 Awardees must be certified S/M/WBE vendors*). Awardees will provide a quotation within three (3) business days of request.

*Unless no certified S/M/WBE vendors are Awardees. If the certified S/M/WBE vendor does not provide a quote within 3 business days, the end-user will submit documentation of the attempt (email, etc.) with the Vendor Selection Form/quotes and contact a non-certified Awardee for a quote.

8. **MANUFACTURER'S CERTIFICATION**: Bidder must have each manufacturer certify that Bidder is an authorized dealer to sell, warranty, and service that manufacturer's product. Bidder shall submit a letter from the manufacturer (on manufacturer's letterhead) or other authenticated certification document. The certification must be returned with the bid in time for bid opening or upon request. Bidder must submit the certification within the timeframe indicated in the communication to be considered for award. **Failure to submit the completed certification with the bid or upon request shall result in the disqualification of the bid for that item.**

9. **CATALOGS/PRICE LIST(S):** Bidders shall furnish, with this bid or upon request, one copy of the manufacturer's catalog/price list (MSRP), which will indicate all items Bidder can furnish. Internet-based or thumb-drive catalog/price lists are encouraged instead of hard copies. If an Awardee has an electronic copy on a USB Drive or website with an updated manufacturer's price list with the SBBC discount schedule, state the web address on the Bid Summary Sheet. Bidder must submit the catalog/price list within the timeframe indicated in the communication to be considered for award. Bids submitted for other than - Playground Equipment, Surfacing, Fabric Shade Structures and Installation will not be accepted. All Awardees may be requested to deliver this same catalog(s) to all SBBC locations within Broward County, Florida (approximately 350) upon request and at no cost to SBBC when notified to do so. Under no circumstances will catalogs be accepted by the SBBC mailroom for distribution to the various SBBC locations. It is in the best interest of the Awardee to indicate the bid number, percentage discount offered, and term of the Agreement on the cover of the catalog/ MSRP price list distributed to the District. Distributed catalog/price list(s) shall be at no charge to SBBC. **Failure of the Bidder to furnish with the bid or upon request a manufacturer's MSRP/catalog shall result in disqualification of bid for that item**.

   If, during the Agreement period, the Awardee issues replacements to the catalog(s)/price list(s), a copy of the replacement catalog(s)/price list(s) is to be forwarded to SBBC, Procurement & Warehousing Services Department, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Awardee shall deliver copies of the replacement catalog(s)/price list(s) with current prices and/or products to all SBBC locations within Broward County, Florida (approximately 350) at no cost to SBBC, if necessary. **Failure on the part of the Awardee(s) to furnish current catalogs/price list updates will result in all payments being based on the last update received, and the increase will not be honored.**

10. **SINGLE-FIXED PERCENTAGE DISCOUNT OFFERED:** Bidder should indicate in all spaces provided on the Bid Summary Sheet their single-fixed percentage discount for the indicated manufacturer's catalog/pricelist That will be used for the term of the Agreement. **The single-fixed percentage discount offered shall remain firm throughout the term of the Agreement**. Supplies and equipment for this bid shall be defined as:

    a. **SUPPLIES**: Any catalog/list price item, with a discount applied, whose net price is under $1,000.00.
    b. **EQUIPMENT**: Any catalog/list price item, with a discount applied, whose net price is $1,000.00 or more.

    Bidders shall offer their single-fixed percentage discount as described on the Bid Summary Sheet(s), which will be calculated from the most current manufacturer's catalog/ list price. The percentage discount is a minimum, and the Awardee will extend larger discounts whenever possible.

11. **EMERGENCY ORDERS:** Emergency orders are defined as situations where immediate purchases are required to prevent the loss of service to alleviate the possibility of a situation that would adversely and unduly affect the safety, health, or comfort of a building, occupants, or otherwise cause loss to the District. In the event of an emergency, the District may select, at their discretion, a vendor from the Awardees to provide products/services.

12. **ACCEPTANCE OF MATERIALS:** The material delivered under this ITB shall remain the property of the Awardee until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein and be fully in accordance with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request to the Awardee and return the product to the Awardee at the Awardee's expense. The Awardee will be responsible for picking up defective/rejected materials. After 30 days of notification to the Awardee, if the materials are not removed, they become the property of SBBC. The Awardee shall be responsible for any disposition charges, where applicable.

13. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the Agreement period for each item and are not a guarantee. Actual quantities ordered throughout the Agreement period may be greater or less than the bid estimates and shall be furnished at the fixed Agreement price. Purchases shall be requested as needed throughout the Agreement period, and as few as one each may be ordered at one time except where minimum orders are specifically stated on the Bid Summary Sheet(s).

14. **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, war, 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. In the event that a vendor does not provide goods or services due to Force Majeure for an agreement awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

15. **FLORIDA BIDDING'S PREFERENCE:** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations for personal property from Bidders having a principal place of business outside the State of Florida. **ALL BIDDERS MUST COMPLETE AND SUBMIT SECTION 8, ATTACHMENT D IN ORDER TO BE CONSIDERED FOR AWARD.** Failure to submit and execute this form with the bid shall result in the bid being considered "non-responsive" and the bid rejected**.** Bidders whose principal place of business is 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 Bidder Preference form, Section 8, Attachment D, and must submit this form with the submitted bid.

16. **ASSEMBLY, INSTALLATION AND/OR PLACEMENT:** It shall be the responsibility of the Awardee(s) to include on-site delivery, assembly, and installation, and to assure satisfactory operation of all features. Installation shall be completed within the provided schedule or as required by the user.

17. **REQUESTS FOR QUOTES:** Before placing an order for - Playground Equipment, Surfacing, Fabric Shade Structures and Installation as described in this bid. SBBC shall contact an Awardee to request a quote. These quotes shall follow the terms and conditions and specifications of this ITB. **All quotes submitted by the Awardee must state, as a minimum, a complete description of the item that includes the name of the manufacturer, the list price, the discount amount corresponding with the percentage awarded on this bid, and product descriptive literature.** Such descriptive literature shall be in sufficient detail to indicate conformance with specifications of the brand being quoted. **Failure to provide this descriptive literature in sufficient detail to complete the evaluation of the brand, if required, with quote or upon request, shall result in Awardee being considered for default.**

18. **INVOICES:** Delivery of estimates, copies, packing slips, and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this Agreement and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Invoices are to be mailed 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 or to the address indicated on the Purchase Order, and emailed to FRDAPHELP@BROWARDSCHOOLS.COM.**
    i. Material release number OR the control number
    ii. Purchase Order number
    iii. A complete description of the items
    iv. Itemized list price
    v. Discount applied per item
    vi. Total invoice dollar amount shall be net

    Additional mandatory requirements for items under a percentage discount:

    vii. Itemized "retail" list price
    viii. Percentage Discount applied per item
    ix. Final price with discount
    x. Total invoice dollar amount shall be net

**The bidder shall clearly state in their answer to this bid, under this section, the acceptance of the above conditions for percentage discount items. In case the bidder cannot comply with such requirements, the bidders shall provide a comprehensive explanation with the reasons for such non-compliance, including any action plans with timelines to implement the solutions to comply with these requirements.**

Material back-ordered should be clearly indicated on the packing slip. Schools, departments, and centers reserve the right to cancel back-orders at any time and purchase from another vendor.

19. **ACH PAYMENTS:** Payments will be made to Awardee(s) by SBBC via ACH (Automated Clearing House) for automatic deposits (credits) after goods or services are provided by the Awardee in accordance with bid requirements. To facilitate payments being directly deposited, the ACH Payment Agreement must be submitted to achrequests@browardschools.com. New vendors can do this as part of the supplier registration process described below. Vendors already registered on SBBC's eProcure Online Supplier Portal can update their information by downloading a copy of the ACH Payment Agreement and submitting the completed form to the Purchasing Help Desk email stated above.

20. **SUPPLIER 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 https://www.browardschools.com/supplierselfregistration. Purchase Orders or payments cannot be issued to the Awardee without an SAP Vendor number, which is issued after completion of the Online Supplier Portal registration process. Training materials are available via our website at https://www.browardschools.com/PWS (if needed).

21. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.

22. **LEAD-FREE STATEMENT:** All material supplied to SBBC must be 100% lead-free. Bidder, by virtue of signing the bid, certifies that only materials or equipment that is 100% lead-free shall be supplied to SBBC. **No bid shall be considered unless this is agreed to by the Bidder.**

23. **VALUE:** No guarantee as to the dollar amount of this bid is implied or given. SBBC is not obligated to place any orders with any Awardee participating in this bid. However, all SBBC locations will be urged to refer to catalogs and fixed percentage discounts. Awardee(s) to fill their orders at the lowest price.

24. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three (3) years of the Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted in writing thirty (30) calendar days before the third-anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice will be returned to the Awardee for correction.
    a. The Director, Procurement & Warehousing Services, may, in the Director's sole discretion on behalf of the SBBC, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require the vendor to provide irrefutable evidence that ALL the following circumstances exist:
        i. The volatility is due to causes wholly beyond the vendor's control and
        ii. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
        iii. The effect on pricing or availability of supply is substantial, and
        iv. The volatility so affects the vendor that continued performance of the Agreement would result in a substantial loss.

    Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing

25. **PRICE REDUCTIONS:** Awarded vendors may offer SBBC, at any time during the period of the Agreement, additional discounts from the prices offered in this ITB and invoice less than the prices offered in their submitted bid. If, from the date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bidding product, the lowest of these reduced prices shall be extended to SBBC.

**26. PROTECTION OF WORK, PROPERTY, AND PERSONNEL:** The 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 unless caused by SBBC. SBBC may withhold payment or make such deductions as it might deem necessary to ensure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.

**27. WARRANTY:** The Awardee shall fully guarantee the cost of parts and labor (except for abusive or operator-incurred damage, which could have been avoided by referring to the instructional manual) for a period of **one year for all items** after the date of delivery and installation to provide SBBC with an **"on-site**" warranty. In the event of a dispute on requested repairs between SBBC and the Awardee, SBBC's decision shall be final and binding on both parties.

- **Playgrounds Parts, Equipment, and Repairs** - the awardee may include manufacturer's warranty; however, it shall be the responsibility of the Awardee(s) to warranty all new purchases or repairs for one year "on-site" after the date of delivery and installation at no additional charge to SBBC. Damage due to vandalism is exempt from warranty. Failure to furnish a full one-year warranty as specified shall result in disqualification of the bid submitted.
- **Playground Surfacing - Poured-in-Place (PIP)** – the Awardee(s) may include the manufacturer's product warranty; however, it shall be the responsibility of the Awardee(s) to warranty all complete replacements of for a minimum of five (5) years "on-site" after the date of delivery and installation at no additional charge to SBBC and warranty all PIP repairs or recap's for a minimum of one (1) year on-site" after the date of delivery and installation at no additional charge to SBBC. Damage due to vandalism is exempt from warranty.
- **Playground Surfacing - Artificial Turf -** the Awardee(s) may include the manufacturer's product warranty; however, it shall be the responsibility of the Awardee(s) to warranty all complete replacements of for a minimum of seven (7) years **"**on-site" after the date of delivery and installation at no additional charge to SBBC and warranty all Artificial Turf repairs for a minimum of one (1) year on-site**"** after the date of delivery and installation at no additional charge to SBBC. Damage due to vandalism is exempt from warranty.
- **Playground Surfacing – Wood or Concrete Borders** – the Awardee(s) must warranty all complete repairs or replacements of for a minimum of one (1) year "on-site" after the date of delivery and installation at no additional charge to SBBC.
- **Playground Surfacing – Fabric Shade Structures** – the Awardee(s) may include the manufacturer's product warranty; however, it shall be the responsibility of the Awardee(s) to warranty all repairs or replacements for a minimum of one (1) year **"**on-site" after the date of delivery and installation at no additional charge to SBBC. Damage due to vandalism is exempt from warranty.
- **The manufacturer's standard warranty must be provided on all bid items. The warranty shall begin after delivery and acceptance by the user of the product.**

**28. W-9 FORMS:** All Bidders are requested to complete a W-9 form, which can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf, and submit it with their bid.

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# SECTION 4 – SPECIFICATIONS & BID SUMMARY (PRICING)

**1. BID SUMMARY (PRICING) SHEET:**

Complete the attached Excel spreadsheet "Bid Summary Sheet" electronically. If a correction is needed to the Excel spreadsheet, contact the Purchasing Agent as soon as possible. Do not try to re-create or alter the spreadsheet. No handwritten summary sheets will be accepted. The Excel Spreadsheet contains Five (5) tabs. The Excel spreadsheet indicates the specific cell that will be used for award purposes. The following is a list of the tabs contained in the Excel spreadsheet and screenshots:

**TAB 1 – Company Representative:** Supply requested information in the included "Bid Summary Sheet" with the contact information.

**TAB 2 – Group 1:** Playground Equipment, Parts, Repairs and New Installation.

**TAB 3 – Group 2**: Playground Surfacing & Borders, Repairs and New Installation

**TAB 4 - Group 3:** Fabric Shade Structures, Repairs and New Installation

**TAB 5** - Additional Manufacturers

**2. COMPANY REPRESENTATIVE:**

Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.

## SECTION 4A, BID SPECIFICATIONS – GENERAL

1. This bid seeks to establish a list of qualified vendors to supply playground parts and equipment, maintenance, repair and replacement services for playground surfacing and fabric shade structures. Any playground equipment, surfacing, or fabric shade structures installed on Broward County Schools' property not complying with safety regulations and all requirements in this bid shall be removed or replaced (at the sole discretion of the District) at no cost to the District. Upon award and receipt of a purchase order, work must be scheduled and completed in a timely manner and to the satisfaction of the District. There will be no charge for consultation or troubleshooting on any project.

2. **GENERAL DESIGN REQUIREMENTS:**

Playground equipment shall meet the following requirements:

- Platforms shall be:
  - no higher than six (6) feet for Elementary playground areas for grades two through five.
  - no higher than four (4) feet for Pre-K or kindergarten through second grade play areas,
  - no higher than three (3) feet for early head start and childcare (toddlers through three (3) years old).
- Equipment shall be free of :
  - points, sharp edges and protrusions that may cut or puncture
  - protrusions and other elements that may snag clothing or body parts
  - angles or openings that may entrap body parts
  - pinch or crush points
  - splinters and not be subject to future splintering
- Equipment shall have:
  - slip resistant walking and climbing surfaces
  - components that drain freely and do not collect water
  - steps and handholds of proper size, spacing and incline where necessary to assist climbing
  - all moving parts constructed of materials that minimize the potential for impact injuries
  - handrails, raised edges and other barriers where necessary to minimize the potential for falls
  - vandal-proof connectors that cannot be loosened or unfastened without special tools
- Closed risers shall be placed at all steps
- Equipment shall permit easy access by adults for maintenance and emergencies
- Equipment shall provide more than one means of access and exit
- Equipment shall be designed to:

  - support the maximum possible load able to be imposed on the apparatus
  - be permanently anchored in place
- Equipment shall be constructed of:
  - non-rusting and nontoxic materials and paints
  - materials that will remain durable in an outdoor environment
- Equipment shall not be constructed of wood or contain wooden components
- There shall be no tether balls or benches (or other seating) placed inside either the playground area or outdoor fitness equipment area
- If in the professional judgment of the District's Risk Management staff, a risk issue is raised regarding any equipment or surfacing, the final decision will be made by the District's Playground Safety Committee.
- Childcare/Early Childhood, pre-kindergarten, kindergarten and early head start play areas shall be fenced, separated from other play areas.
- Pre-K, kindergarten or day-care play areas, where provided, shall have direct access to and from their related classrooms or to a corridor providing immediate and safe access to the play area.
- Playgrounds shall be evenly graded and sloped to provide positive surface drainage.

- Playground equipment shall be safe, structurally sound, vermin proof, and shall not have jagged or sharp projections.

- Direct access from the facility school buildings shall be provided to play areas and athletic fields without crossing roads, on-site traffic lanes, or and parking lots, or appropriate safety devices are provided where access crosses parking or drives.
- Sidewalks from the school building to the playground / play court areas shall be a minimum of five (5) feet in width.
- Location of the playground will be situated so that users traveling to and from the equipment:
  - Will not cross in front of vehicular traffic.
  - Will not cross through areas where organized games are being played.
  - Will not cross through areas where they may interfere with or be injured by other play equipment.
  - Consideration must be given to potential debris from falling branches, iguana droppings from trees, tree roots, cypress knees, leaves and fruit.
  - Minimum equipment use zone clearances shall be in accordance with ASTM F1487 requirements.
    - Manufacturer recommendations will prevail when greater distance of clearance than above is suggested.

3. **STANDARDS:**

Equipment manufacturers, vendors and installers shall adhere to the following safety standards:

I. Florida Accessibility Code for Building Construction
II. Florida Building Code
III. ASTM Standards, including but not limited to F1487, F1292, F1951, F2049, F2073, F3313, and F2223, F3313)
IV. ADA compliance
V. SBBC Playground Handbook
VI. OSHA compliance
VII. International Playground Equipment Manufacturers Association (IPEMA)
VIII. Consumer Product Safety Commission
IX. SBBC Design and Construction Specifications
X. All state, federal and local safety rules and regulations
XI. See the requirements, standards, and guidelines: https://bit.ly/2EOGgNW

**4. RELATED SBBC DESIGN SPECIFICATION SECTIONS**

- 01663-Product Delivery, Storage, and Handling Requirements.
- Section 02110 -Site Clearing
- Section 02070 – Minor demolition for remodeling
- Section 02200 – Earthwork
- Section 02830 - Chain Link Fences and Gates
- 02793 Safety Surfacing
- 02931 Sodding
- Section 03200 Concrete reinforcement
- Section 033305 Cast-in-place concrete and reinforcement

- Section 13100 – Lightning Protection
- Section 13140 - Pavilions
- Section 13141 Soft Cover Pavilions
- Design Standards for Playground Surfacing – link below: http://www.broward.k12.fl.us/constructioncontracts/DesignStandards/Division-2/02793%20(32%2018%2016.13)%20Safety%20Surface.doc
- Design Standards for Playground Equipment and Structures – link below: http://www.broward.k12.fl.us/constructioncontracts/DesignStandards/Division-2/02880%20(11%2068%2000)%20Playground%20Equipment%20and%20Structures.doc
- SBBC PLAYGROUND SAFETY HANDBOOK – link below: https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/13473/2020-21SBBCPlaygroundHandbook.pdf

**5. INSTALLER RESPONSIBILITIES:**

- Supervisor shall be a Certified Playground Safety Inspector (CPSI), be on site at all times, be fluent in English, be thoroughly knowledgeable of all plans, specifications and other contract documents, have the authority to act on the installer's behalf, and shall be responsible for all scheduling of work with the school and maintaining security of premises at all times.
- Erect and maintain a barrier around the entire playground until it has passed inspection by the District's CPSI, Physical Plant Operations (PPO) grounds foreman/ grounds supervisor, and/or SBBC Building Department, and been released for use. Safeguard all tools, materials, and equipment at all times, including after work hours. Provide security for the site while surfacing is curing, drying, etc. (there shall be no cost to the District for this security).
- Protect all school buildings, structures, and utilities that are underground, above ground, or on the surface from their operations which may be hazardous and/or damaging to school facilities.
- Protect all personnel (school staff and installer's employees), and students or others on school campuses against hazards and/or injuries that might result from installer's work. This shall include, but not be limited to, the erection of barricades and signs to isolate the work site and minimize the risk of injury to anyone on the school campus.
- Do not prohibit entrance or exiting from school fire lanes, doorways, gates, etc.
- Verify and be responsible for the accuracy of all field measurements.
- Ensure that all work is installed straight, level, plumb and in a professional manner.
- Have frequent pick-up of all rubbish, refuse, scrap materials, and debris. No rubbish shall be used as fill on the school site and installer may not use the school's dumpster. Leave the work site in a neat and orderly manner at the end of each workday. Awardee shall be responsible for the prompt removal of all debris within **two working days after completion** of job, At completion of the installation, the site shall be in a ready to use condition, free of any debris.
- Repair or replace, according to local codes and School District's satisfaction, all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, fences, ~~grassed areas~~grass areas, etc., broken or damaged as a result of the installer's operations.
- Restore the site to its original condition, which may include re-sodding the area affected by their work with sod of the same variety and quality. Where no sod exists prior to installation, the installer shall restore grade to a level consistent with the surrounding grade. All finish grading and final cleanup shall be the responsibility of the vendor.
- In case an existing condition or clearance will result in a non-compliant installation with the applicable codes, standards and/or regulations, the installer must notify the vid requestor in writing prior to the installation of said material or equipment.

**SECTION 4B, BID SPECIFICATIONS – Equipment, Parts, and Installation**

1. Awardee shall furnish all labor, materials, equipment, machines, tools, transportation, supervision, and anything necessary to complete all playground design, engineering, permitting, installation and/or repair work as specified herein. All materials shall be installed in compliance with the manufacturer's specifications, standards of the industry, and approved for use by SBBC.

2. All schedules and the necessary arrangements to implement the scope of work projects must be made with the review and approval of SBBC. An awardee representative may be required to attend a pre-job conference prior to the commencement of work at each project. SBBC shall give the awardee a minimum of 48 hours notification of the date and time of each conference. **ATTENDANCE IS MANDATORY, unless specifically waived by SBBC.** All information specific to the project including completion schedules will be discussed at the conference. Failure to attend or to adhere to the specifics of the project discussed at this conference may result in the awardee being held in default of contract.

**3.** If the awardee fails to execute any project within the terms agreed upon at the pre-job conference or follow the parameters directed in the "Notice To Proceed," SBBC reserves the right to cancel the project and purchase service and materials from the open market. All requested work must be completed within the timeframe and the written project schedule agreed upon between the awardee and SBBC. Additional time may be approved, if necessary, when requested, in writing, by the awardee. Written estimates must be completed promptly and within 5 business days. ***** Note - some work may need to be completed during non-school hours (i.e. weekends, holidays, etc.) due to high traffic areas or other conditions. Site access during non-school hours must be coordinated with the school principal and SBBC requestor in advance of accessing the site.**

4. Each project must be completed as quickly as reasonably possible, not to exceed the number of calendar days set forth in the "Notice to Proceed." The start and completion dates for each project shall be noted on the "Notice To Proceed". The completion date shall be the date mutually agreed upon between SBBC and the awardee prior to issuing the "Notice To Proceed." The awardee will sign and return the "Notice To Proceed" promptly and within 5 business days. SBBC reserves the right to enforce $150.00 per calendar day penalty for liquidated damages to be paid to SBBC by the awardee or deducted from the final invoice. Liquidated damages, if enforced, will begin the day after the agreed upon completion date and continue until the project is substantially complete.

5. Awardee is responsible for contacting Sunshine State One Call of Florida at 811 or www.sunshine811.com, for member public utility locations and must repair any and all member public damaged utility or service lines damaged by their excavation immediately upon notice of such damage.
   i. The work area may have existing utilities, such as irrigation, phone, electrical, sewer, water, and so on. The awardee is responsible for locating the underground utilities and not disturbing them during the course of their work.
   ii. Repair, replace, and restore immediately all utility services or other facility which are disrupted due to awardees' activities and engage outside services in order to successfully complete repairs on a 24-hour basis until the interrupted services are restored.
   iii. Provide and operate any supplemental temporary services to maintain uninterrupted services to the facility.
   iv. All costs involved in the repairs and restoration of disrupted utility services shall be solely the awardees' and will be responsible for any claims made as a result of utility service disruption.
   v. Private locates shall be the responsibility of the installing contractor in order to verify all interfering private or public owned utility locates (the Private cost shall be billed to the District). Ultimately, the Installer shall be held responsible for utility repairs required as a result of construction damages.

6. Awardee is responsible for contacting SBBC (Physical Plant Operations) prior to the start of construction, the awardee shall schedule with SBBC personnel to activate all sprinkler systems in those areas where work is to be performed. Any leaks shall be corrected by SBBC personnel with an issuance of a work order. Upon completion of the project, the sprinkler systems shall again be activated again. Any leaks noted will be the responsibility of the awardee and must correct the deficiencies.

**7. STRUCTURAL**

- Playground equipment shall be permanently anchored to suitable foundations to prevent toppling or dislodgement.
- Equipment and anchorage shall adequately support the maximum possible load able to be imposed on the apparatus.
- The SBBC Building Department requires equipment anchorage to meet FBC Risk Category III -Exposure C (180 MPH). Please confirm with the building department before submitting for your permit.
- Where concrete footings are used for anchorage, install footings so that the top of the footing is a minimum of twelve (12) inches below the top of the sand or grade for all playgrounds.
- Equipment shall be constructed of non-rusting non-toxic materials, painted, or coated as indicated below.
- Equipment shall be constructed of materials that will remain durable in an outdoor environment.

**8. DESIGN**

- Design shall comply with the FBC, ADA, ASTM, CPSC, and the BCPS Playground Safety Handbook.
- Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487.
- Equipment Maximum Height:
  - Child Care and Early Head Start platforms 36 inches above the surface (under age 3)
  - Primary/Pre-K thru K platforms shall not exceed 48 inches in height above the surface
    - Prekindergarten age is four on or before September 1 (Ages 3-5)
    - Kindergarten age is five years on or before September 1 (Ages 4-6)
    - First Grade age is six years on or before September 1 (Ages 5-7)
  - Intermediate/Grades1 thru 5 platforms -72 inches above the surface (ages 7-12), upper body equipment 72 inches above the surface
  - Outdoor Fitness Area equipment for Grades 3-5 shall not exceed 72 inches above the surface (ages 8-12 years old).

**9. PERMITS**

- Permit(s) must be obtained, prior to proceeding with fabrication, otherwise costs encumbered are the responsibility of the Contractor.
- Permits expire 6 months after the issue date.
- Inspections and plan change submittals automatically mark the beginning of a 6-months period for the new expiration date for the permit
- Letters of Recommendation (LOR) follow the same permit rules (when applicable)
- A permit /LOR may be extended with no activity for a maximum period of 18 months at the discretion of the Authority Having Jurisdiction (AHJ)
- If no activity is recorded on a permit or LOR extensions will be denied.
- Provide Safety Data Sheet (SDS) forms and IPEMA (The International Playground Equipment Manufacturers Association) certification for the surfacing,
- A letter of compliance from the manufacturer describing their compliance with 16 CFR Part 1303 and Section 3 Federal Hazardous Substances Act with regard to lead, and Section 8 of the Consumer Product Safety Act with regard to phthalates.

**10. ACCESSIBILITY :**

- The playgrounds at Broward County Public schools, are covered under Title II of The Americans with Disabilities Act of 1990 (ADA).
- New play areas shall be meet both, the 2010 ADA Standards for Accessible Design, and the current Florida Building Code for Building Construction Accessibility requirements.
- Playgrounds must offer a range of play experiences to children of varying abilities. There must be:
- An accessible path from the building to the edge of the play area.
- An accessible gate and latch.
- An accessible path from the edge of the play area to the play equipment.
- Surfacing that complies with ASTM 1951 (Determination of Accessibility of Surface Systems Under and Around Playground Equipment).
- Once a child is in the play area, they must be able to access the play equipment by either moving out of their mobility device onto the playground structure (such as a transfer station) or by direct play structure access in their mobility device (such as a ramp).
- Where a shade structure is installed:
  - There must be a continuous and unobstructed accessible path of travel (walk, walkway, etc.) by means of which the shade structure may be approached, entered, and exited.
  - A minimum of 50 percent of the ground area covered by the shade must have a resilient surface (e.g. concrete or pour in place) suitable for people with mobility impairments to be able to access it.
  - The shade structure support columns must be installed outside the play components use zone. Allow an extra 2 inches of clearance for the installation of post covers by the school, if desired.

**11. MANUFACTURERS:**

Manufacturer shall be ISO 9001/2000 certified. The approved manufacturers based on existing equipment on SBBC property are:

- GameTime
- Play & Park Structures
- Superior Playgrounds
- Playworld Playgrounds

- Miracle Recreation
- Kidstuff Playsystems (previously Recreation Creations)
- Landscape Structures
- BCI Burke

## 12. MATERIALS / EQUIPMENT

### A. Recycled Content

- All manufactured playground and equipment products are to contain recycled content.
- Awardee shall indicate recycled content per unit of product as applicable with percentage of pre-consumer and post-consumer recycled content and relative dollar value of recycled content product to total dollar value of product included in project.
- If recycled content product is part of an assembly, awardee shall indicate the percentage of recycled content product in the assembly by weight and relative dollar value of recycled content product to total dollar value of assembly.

B. **Fasteners**:
Primary fasteners shall be socketed and pinned tamperproof in design, stainless-steel (SST) per ASTM F 879 unless otherwise indicated. All primary fasteners shall include a locking patch type material that will meet the minimum torque requirements of IFI-125. Manufacturer to provide special tools for pinned tamperproof fasteners.

All nuts, bolts, and washers, with exceptions noted, shall be 3/8" diameter 18-8 stainless steel in varying lengths, with a vandal-resistant hex-pinned head configuration and factory-applied locking patch. When allowed a 72-hour cure time, the locking patch will prevent the bolt from loosening without at least 4 times the installation torque.

### C. Posts:

Post length shall vary depending upon the intended use and shall be a minimum of 42 inch above the deck height. All posts shall be powder coated to specified color. All posts shall have a "finished grade marker" positioned on the post identifying the 34 inch bury line (or 44 inch bury line for posts for 96 inch decks) required for correct installation and the top of the loose fill protective surfacing. Top caps for posts shall be aluminum die cast from 369.1 alloy and powder coated to match the post color. All caps shall be factory installed and secured in place with (3) self sealing rivets. A molded low density polyethylene cap, with drain holes, shall be pressed onto the bottom end of the post to increase the footing area. Provide finished grade sticker for all post.

### D. Steel Posts:

Manufactured from minimum 3.5 inch O.D. tubing with a wall thickness of .095 inch and shall be galvanized after rolling and shall have both the I.D. and the cut ends sprayed with a corrosion resistant coating.

### E. Aluminum Posts:

- All aluminum posts are manufactured from 6005-T5 extruded tubing conforming to ASTM B-221.
- Round Posts shall have a minimum 3.5 inch outside diameter with a .125 inch wall thickness.
- Square posts shall be a minimum 2 3/8" with a .125 inch wall thickness.

### F. Kick Plates:

Decks, 6 inch, 8 inch & 16 inch Rise, Fabricated from 11 GA (.120") HR flat steel. Edges are ground smooth and Kick plate is powder-coated after fabrication with a baked on polyester finish or rubber-coated.

### G. Rotationally Molded Plastics

Rotationally Molded Polyethylene: These parts shall be molded using prime natural linear low-density polyethylene having a tensile strength of 2400 PSI per ASTM D638. Rotational molding resin is compounded with color and UV-stabilizing additives with a nominal wall thickness typically 1/4" with some variation depending upon product type. Standard colors are available.

### H. Clamps:

All clamps are powder-coated to match the post color. and, unless otherwise noted, shall be die cast using a 369.1 aluminum alloy and have the following mechanical properties:

### I. Decks:

All steel decks shall be of modular design and have 5/16" diameter holes on the standing surface. There shall be a minimum of (4) slots in each face to accommodate face mounting of components. Decks shall be manufactured from a single piece of low carbon 12 GA (.105") sheet steel conforming to ASTM specification A-1011. The sheet shall be perforated with a return flange on the perimeter to provide the reinforcement necessary to ensure structural integrity. There shall be no unsupported area larger than 3.5 square feet. The unit shall then be plastic-coated Brown or Gray only. Decks shall be designed so that all sides are flush with the outside edge of the supporting posts.

**J. Railings:**
Weldment comprised of formed standard-compliant x 11 GA (.120") steel tubing with 203 or 303 stainless steel threaded inserts.

**K. Climbers:**
Shall meet industry standards.

**L. HDPE Panels**
Panels shall be precision cut from a single solid sheet of minimum .750" thick UV-stabilized extruded high-density polyethylene with colors molded in. The material will have a density of 60 lbs/ft³ and a tensile strength of 4400 PSI (30 Mpa) as determined per procedure C of ASTM D1928. All edges shall have radiuses and all corners rounded for safe play.

**M. Coating:**
All metal deck platforms, steps, bridge planks, ramps, kickplates, and chains shall be plastic-coated. The coating shall have a typical thickness of .080" to .120", and a hardness of Shore A 83 +/-5 normal durometer range. This material shall be classed as "Self Extinguishing", and must meet or exceeds automotive specifications NVSS302, and contain ultraviolet inhibitors to help prolong the life of the coating. Standard color is brown, with optional colors available.

**N. Finish:**
Powdercoat, color specified.

## 13. APPROVED EQUIPMENT

**A. Child Care/Early Head Start**
(under age 3) Maximum platform height 36 inches.
- Age appropriate equipment to meet industry standards.
- Subject to approval by the Playgrounds Safety Committee.

**B. Pre-Kindergarten Thru Kindergarten**
(Ages 3-8) Maximum platform height 48 inches.
- Age appropriate equipment to meet industry standards.
- Subject to approval by the Playgrounds Safety Committee.

a) Balance Beam
b) Crawl Tube, Free Standing
c) Learning Wall with Crawl Tunnel by Landscape Structures or equivalent
d) Navigator 1 (Tot Slide) by Landscape Structures or equivalent
e) Playshaper with Roof by Landscape Structures or equivalent
f) Infant Maze by Landscape Structures or equivalent
g) Horizontal Ladder 54 inch max. above the surface
h) Toddlertown 2 by Landscape Structures or equivalent
i) Arch Climber 4' max.

**C. Grades 1-5 Playground Equipment**
(ages 7-12) Maximum platform height, 6 feet.
- Age appropriate equipment to meet industry standards.
- Subject to approval by the Playgrounds Safety Committee.

a) Composite units
b) Pull-up Bars - 4 foot minimum and 72 inches maximum
c) Arch Climber 6' max

d) Balance Beam
e) Horizontal Ladder, Maximum Height 72 inches

**D. Fitness Area Layout.**
(Grades 3-5, ages 8-12)

a) Curved Balance Beam
b) Horizontal Ladder, "C", Maximum Height 72 inches
c) Chinning Bar: Maximum Height 72 inches.
d) Parallel Bars: Maximum Height: 36-38 inches, Maximum Width: 24 inches.
e) Sit-Up/Push-Up Bench

**14. REPLACEMENT PARTS:**

- Replacement parts must be available in the United States or the vendor must give the District an option of delivery by Priority shipping or overnight delivery, payable by the District.
- Bidder shall indicate in space provided on the Bid Summary document all manufacturers' lines they are authorized to sell parts for and the firm percentage discount of list price.
- Replacement parts shall be new.
- Failure to deliver parts in a timely manner may result in bidder being considered non-compliant and removed from the list of bid awarded vendors eligible to do any business under this bid.
- Signs may also be purchased for existing playgrounds.

**15. UNAPPROVED EQUIPMENT**

The Playground Safety Standards Committee evaluates the suitability of equipment for a proposed site. The following equipment is not permitted for installation:

- Jungle Gyms
- Pyramid Bars
- Merry-Go-Rounds or Whirls
- Rope Climbers or Chain Ladders
- See-Saws
- Swings
- Swinging Exercise Rings
- Tire Swings
- Spring-mounted equipment
- Log Rolls
- Trolleys
- Overhead sliders
- Residential Playground Equipment
- Donated equipment
- Any equipment not securely anchored as per structural requirements stated above.

**16. CONCRETE PLAYGROUND EQUIPMENT FOUNDATIONS**

**A. Formwork:**
Spirally constructed, regular "A" coated Sonotube Fibre Form. Other Manufacturers: Jefferson Smurfit, or other manufacturer approved by Project Consultant.

**B. Reinforcement per engineering requirements.**

**C. Concrete:**

- Ready Mixed concrete, ASTM C 94.
- Portland Cement: ASTM C150, Type I or III.
- Normal Weight and Fine Aggregates: ASTM C 33 (except that the gradation of locally produced aggregate shall conform to Southern Standard Building Code requirements).
- Water: Potable.

**D. Concrete Mix:**

- Ready Mixed Concrete: Batched and mixed, and transported under provisions of ASTM C94 except as modified herein.
- Job Site Mixing: Mix materials for concrete in appropriate drum type batch machine mixer. For mixers on cubic yard or less capacity: Continue mixing minimum of 1-1/2 minutes, but not more than 5 minutes, after ingredients are in mixer, before any part of the batch is released. For mixers larger than 1 cubic yard capacity: Increase mixing time by 15 seconds for each additional cubic yard or fraction thereof.
- Minimum compressive Strength: 3,000 psi at 28 days.
- Slump: 4 inches (plus or minus 1 inch).

**17. CURBS:**

- **PIP surfacing:** Installer shall provide and install 4 inch wide x 12 inch deep new concrete curb at playground perimeter, with cut-outs for drainage, and beveled exposed edge. Installer shall submit a proposed curb detail for approval for monolithic slab installation.
- **Artificial turf** -Installer shall provide and install 6 inch wide x 12 inch deep new concrete curb with beveled exposed edge at playground perimeter, saw cut every 10 feet. Installer shall submit a proposed curb detail for approval for monolithic slab installation.
- Standard concrete curb detail will be provided by the SBBC upon request.
  - Plastic Borders APS Plastic Maintenance Free Playground Border with Spike - Recreation Unlimited (recunlimited.com)

**18. PLAYGROUND SURFACING**

**A. General:**

- The area within the border should be free of any tripping hazards including but not limited to tree roots, electrical lines, sprinkler lines, sprinkler control boxes, sprinkler heads, sprinkler wells, and other irrigation type equipment.
- Wood based products (engineered wood fiber), tend to float away during heavy rain events. Therefore, due to maintenance concerns, they are not permitted.
- Surfacing material coverage shall extend beyond the equipment a distance that meets or exceeds the fall zone required around the equipment.
- Sand and Poured in Place (PIP) surfacing are currently the only approved impact attenuation materials.
- Other materials in accordance with ASTM F2223 and ASTM F1951 may be considered upon review by the SBBC Playgrounds Safety Committee.

**B. Sand:**

- Natural Uncrushed Limeless Trap Sand in compliance with USGA golf course standards.
- Provide #70 trap sand, which has been laboratory tested.
- Approved particle size per analysis:

| Sieve # | Particle Type | Requirements |
|---|---|---|
| 18 | Very Coarse Sand | Maximum 15% ±5% |
| 35 | Coarse Sand | Minimum 50%/Maximum 65 |
| 60 | Medium Sand | Minimum 25% ±5% |
| 140 | Fine Sand | Maximum 5% |

- Color: White.
- Free from rocks, impurities, pollutants, toxic chemicals, or any other contaminants.
- Layer Thickness: Refer to Part 3 Execution, Article 4.6 Playground Sand Installation.
- Minimum depth of loose surface material shall be twelve (12) inches for all playgrounds.
- Install sand below all playground equipment except equipment designed to be accessible.

**C. Poured in Place Rubber Surfacing**

(Refer to Section 02793 Safety Surfacing)

- Poured In Place Surfacing must be IPEMA certified, and a copy of the certification shall be provided with each awarded proposal package.

- Poured In Place Surfacing shall meet current ASTM F-1292 standards for impact attenuation, including specific drop heights, and maneuverability. A drop test will be performed by the District's Certified Playground Safety Inspector (CPSI) to ensure it conforms to ASTM F-1292 requirements/additional 25% importance factor, prior to final completion.
- All playground surfacing material being bid must be approved by the PPO Grounds staff and/or District's CPSI.
- Product specifications, SDS (Safety Data Sheets) and samples if requested, must be provided within twenty-four hours of request. Materials and installations shall comply with all current applicable codes and standards.
- The EPDM layer will be 5/8".
- A Tapered Edge is required for a transition from PIP into sand or fill. A detail will be provided by SBBC upon request.
- When surfacing repairs encompass the entire area, a drop test will be performed by the District's Certified Playground Safety Inspector (CPSI) to ensure it conforms to ASTM F-1292 requirements.
- Vendor shall ensure the entire surface is cleaned upon completion of repairs or any work.

**D. Artificial Turf**

- Artificial turf must be IPEMA Certified, meet ASTM 1292 Standards, including specific drop heights, and must be ADA compliant.
- All turf seams will be secured firmly so that it cannot be lifted in any manner. Install per manufacturer's specifications and ensure proper drainage.
- When surfacing repairs encompass the entire area a drop test will be performed by the District's Certified Playground Safety Inspector (CPSI) to ensure it conforms to ASTM F-1292 requirements/additional 25% importance factor,, prior to final completion.
- Vendor shall ensure the entire surface is cleaned upon completion of repairs or any work. Systems which incorporate rubber infill are not permitted.

## 19. LANDSCAPE RETAINERS

**A. General**

- A permanent border shall be installed around the playground area to ensure sand is kept under the equipment and within the playground area.
- Borders are not required in playground areas where sand is used, when the playground is enclosed by a fence, grade is flat and sand will not wash away.
- Borders shall be a minimum width of four (4) inches and positioned no less than six (6) feet from any playground equipment. Suggested border material:

**B. Plastic Borders**

- APS Plastic Maintenance Free Playground Border with Spike - Recreation Unlimited (recunlimited.com) or equal

**C. Concrete borders**

- Paving Curb detail will be provided upon request.

**D. Lumber:**

- 2 x 10 or 2 x 12 for installation on fences, only to prevent sand from spilling onto adjacent walkways. Pressure treated Douglas Fir or Southern Pine.
- Burry a minimum of two (2) inches into the surface.
- Conform to American Wood Preserver's Association (AWPA) Standards.
- Conform to 1 of the following treatments:
- Chromated Zinc Chloride: 0.75 per cubic foot mini mum net retention, TT-W551.
- Copperized Chromated Zinc Chloride: 0.75 per cubic foot mini mum net retention, TT-W562.
- Treated Lumber shall be distinctly marked by painting ends and stamping. Provide lumber that is straight and free of warpage, twisting, and other defects.
- Job Cut Treated Lumber: Brush apply respective preservative specified above to cut ends.
- Fasteners: Hot-Dipped galvanized or stainless steel screws and/or bolts.

## 20. SIDEWALKS

**A. Concrete:**
- Same as specified for equipment foundations.

**B. Welded Wire Fabric:**
- ASTM A185, 6 x 6 - W1.4 x W1.4 (10/10 gage).

**C. Steel Wire:**
- ASTM A82

**D. Chairs, Bolsters, Spacers:**
- Plastic coated, stainless steel type, or hot dipped galvanized; sized and shaped as required to support welded wire fabric.

**E. Pre-molded Expansion Joint:**
- ASTM D994, 1/2 inch thick.

**F. Forms:**
- Southern Yellow Pine No. 1 or better or Douglas Fir Construction Grade or better, dressed.

**G. Finish:**
- ACI 301, Broom finish.

**H. Vapor Barrier**
- 10 mill visqeen

## 21. FENCING AND GATES

- Provide a Florida Building Code compliant, 4-foot-high chain link fence enclosure, vinyl coated fabric, around Child Care, Pre-Kindergarten and Kindergarten playgrounds.
  - All fabric must have a 9-gauge core.
  - Fences must meet equipment use zone clearance requirements.
- Install a 4-foot ADA accessible/Florida Building Code compliant pedestrian entrance gate and 10-foot maintenance entrance gate to sand areas. Locate the pedestrian gate with the hinge side aligned with one edge of the 5-foot sidewalk leading to the playground and provide 12 inches of clear space on the latch side, where applicable.
  - Fence latches must meet The Americans with Disabilities act and Florida Building Code accessibility requirements.
  - Install a plate with a smooth surface on the push side of the gate (both sides if the gate swings in both directions) within 10" of the ground measured vertically and extending the full width of the gate to meet ADA requirements.
- Chain link mesh openings shall be a nominal 1-1/4 in. measured between the parallel sides of the mesh and a maximum of 1 3/4 in. measured horizontally between the corners of the installed mesh, unless the fence is provided with privacy slats fastened at the top or the bottom, in which case no opening in the mesh shall exceed 1 ¾ in.
- Top and bottom edges must be knuckled and there shall be free from jagged or sharp projections and other hazards.
- Diagonal bracing members are not permitted.
- The maximum vertical clearance between grade and the bottom of the fence shall be no more than 4 inches measured on both sides of the fence.
- Double leaf access gates for maintenance service or emergency shall be equipped with a locking key-operated locking device.
- Single leaf pedestrian access gates shall swing away from the play environment.
- There shall be no parts on both sides of the fence or gate that are a protrusion hazard located less than 54 in. above grade. Three projection test gauges (Shown in ASTM F2049) are required to determine whether projections are protrusions. Alternatively, bolts and other protrusions should not have more than two threads exposed or the equivalent thereof.
- Fences shall be located so as to prohibit the use of permanent structures, equipment, or similar objects to aid in climbing the fence or climbing the adjacent structure.
- Install fabric on inside of fence.
- Post caps must be round/not contain decorative spikes.

## 22. FABRIC SHADE STRUCTURES

(New Installations, Repairs and Fabric Replacements):

- All quotes must provide cost for labor, materials and installation.

- Fabric cover shall meet the requirements of NFPA 701, Standard Methods of Fire Tests for Flame Resistant Textiles and Film and District Design Standards. A certificate or label sewn into fabric showing compliance must be provided for each project.
- Installation must also meet applicable sections of the Florida Building Code, where applicable.
- Provide instruction on care of the fabric and any requirements for re-treating the fabric to maintain its fire-retardant classification. This bid does not include covered walkways, aluminum awnings or shade structures other than fabric.

## SECTION 4C, BID SPECIFICATIONS – Execution/Installation

### 1. GENERAL

- All playground equipment shall be installed by the SBBC Physical Plant Operations Department (PPO), or contractors licensed in the State of Florida and pre-qualified, selected and approved by the School Board of Broward County Office of Capital Programs.
- VOLUNTEERS SHALL NOT INSTALL PLAYGROUND EQUIPMENT.
  All installers/contractors must be prequalified. In addition to vendor registration. (Contact Procurement & Warehousing Services at 754-321-0505)
  - Bidders who only wish to sell equipment, do not need to be prequalified.
- Contractor/Installer shall be an approved vendor by the equipment manufacturer.

### 2. PRIOR TO INSTALLATION:

- Inspect playground Site: Note any obstructions to installation of playground equipment, footings, and other accessories.
- Documentation of site conditions via pictures is key to assess the site conditions prior to construction
- Locates public and private are the responsibility of the Contractor
- Sunshine 811 is a public locate that can be utilized.
- If there is still uncertainty of whether underground lines are abandoned, then a soft dig is recommended.
- If any damage is to occur, it must be reported to the Office of Capital Projects representative immediately.
- If due diligence is followed, and unforeseen underground damages arise, and costs are incurred, District PPO Department will be engaged with an emergency Work Order for repairs (Inspections will be required).
- Inspect playground equipment as delivered to site by Owner: Note visible defects, missing or damaged components, structural damage, or other deficiencies, which would affect installation and safe use of playground equipment in final location.
- Notify Consultant and Owner, in writing of deficiencies of playground site and equipment with recommended corrective actions.
- Coordinate installation with The Office of Capital Programs, Physical Plant Operations, or the contractor (if applicable) and the school principal to minimize interference with student activities.
- Install a temporary construction barrier around the construction area to prevent students from entering the area.

- **In a case where an existing condition or clearance will result in a non-compliant installation with the applicable codes, standards and/or regulations, the installer must notify the bid requestor in writing prior to commencing the installation.**
- **The installer must notify the PPO playground foreman and/or project manager of completion and readiness for inspection, prior to allowing the school to open the area for student use.**

### 3. EQUIPMENT FOUNDATION INSTALLATION

#### A. Excavation for equipment foundations:

- Remove existing earth materials to level with top elevation required for foundation. Retain excavated material for backfilling foundations.
- Maintain sides and slopes of excavations in accordance with Florida "Trench Act" requirements.
- Prevent surface and subsurface ground water from flowing into excavations. Do not allow water to accumulate in excavations.

#### B. Forms:

- Erect forms to sizes, shapes, lines, and dimensions as required to obtain accurate alignment and location of playground equipment. Forms will provide a level and plumb finish surface for mounting playground equipment. Clean forms to remove foreign material.

#### C. Concrete Placement:

- Final form preparation under provisions of form manufacturer's instruction.
- Convey concrete from mixer to final position by method that will prevent separation or loss of material. Use elephant trunks or other devices for placing where free drop would exceed 8 feet.

- Regulate rate of placement so concrete remains plastic and flows into position. Deposit concrete in continuous operation until form is full.
- Strike off and consolidate concrete by vibration, rodding, or forking: Eliminate all air or stone pockets.
- After striking off and consolidating concrete, smooth surface by screeding and floating. Adjust floating to compact surface and produce uniform texture.
- When excess moisture or surface sheen has disappeared, complete surface finishing as follows:

**D. Float foundation surface.**

- Verify levelness and uniform flatness with bubble levels and 24 inch minimum metal straightedge.

**E. Curing:**

- Protect and cure finished equipment foundations using membrane-forming curing and sealing compound or moist-curing methods.

**F. Repair and Protection:**

- Protect equipment foundations from damage until acceptance of the Work.
- Do not install expansion anchors for minimum of 14 days after placement of concrete.
- Backfill foundations with stockpiled excavated materials or playground sand. Hand tamp backfill to consolidate and compact.

## 1. EQUIPMENT INSTALLATION

- Move packaged playground equipment from Owner's on-site storage area to playground site.
- Inspect and inventory parts for assembly. Verify Owner furnished equipment items are complete and ready for assembly and installation, if applicable. Notify Owner immediately in event of discrepancy.
- Assemble playground equipment under provisions of manufacturers instructions:
- Protect painted surfaces from damage. Touch up paint to repair surface damage: Match equipment finish colors.
- Do not bend, warp, or otherwise damage components.
- Make secure connections of components: Retighten bolted and screwed connections after installation of equipment for safety and integrity of playground equipment.
- Do not overtighten or strip bolted or screwed connections.
- Secure operating, moving, or suspended items in a manner to prevent damage to items or playground equipment during movement and installation.
- Install expansion anchors in locations to coincide with holes in equipment mounting flanges. Do not install expansion anchors for a minimum of 14 days after concrete placement.
- Set playground equipment on concrete foundations. Center base flanges on foundations.
- Secure playground equipment to foundation. Level and plumb installation of equipment and tightness of expansion anchorage.
- Backfill equipment legs with sand.

## 2. CONCRETE SIDEWALK INSTALLATION

**A. Form Construction:**

- Set forms to required grades and lines, rigidly braced and secured. Install sufficient quantity of forms to allow continuous progress of the Work and so that forms can remain in place at least 24 hours after concrete placement.
- Check completed formwork for grade and alignment to the following tolerances:
  - Top of Forms: Not more than 1/8 inch in 10 feet.
  - Vertical Face: On longitudinal axis, not more than 1/4 inch in 10 feet.
- Clean forms after each use. Coat with form release agent as often as required to separation from concrete without damage.
- Provide drainage with a maximum 1:50 slope to meet Florida Building Code cross slope requirements for accessibility.

**B. Concrete Placement:**

- Do not place concrete until sub-base, forms, and welded wire fabric have been checked for placement and suitability.
- Deposit and spread concrete in a continuous operation between transverse joints. If interrupted for more than 1/2 hour, place a full depth construction joint.

**C. Joints:**

- Construct expansion and weakened plane, true-to-line with face perpendicular to surface of concrete. Construct transverse joints at right angles to the centerline, unless otherwise indicated.

- When joining existing structures or slabs, place transverse joints to align with previously placed joints, unless otherwise indicated.
- Expansion Joints:
- Provide pre-molded full depth joint filler for expansion joints abutting concrete curbs, walks, buildings, and other fixed structures. Locate expansion joints at 50 feet on center or at midpoint of sidewalk lengths unless otherwise indicated.
    - Extend joint fillers full-width and depth of joint, and flush with finished concrete surface.
    - Provide joint fillers in one-piece lengths for full width and depth being placed.
    - Protect top edge of joint filler during placement and finishing of concrete.
- Weakened Plane Joints: Provide by sectioning concrete sidewalks into areas with joints spaced equal to the width of the sidewalk or as shown on the drawings. Construct weakened plane joints by grooving top portion of sidewalk with jointer to a depth equal to at least 1/4 concrete sidewalk thickness.

**D. Finishing:**

- After striking off and consolidating concrete, smooth surface by screeding and floating. Adjust floating to compact surface and produce uniform texture.
- After floating, test surface for trueness with a 10 foot straightedge. Distribute concrete as necessary to remove surface irregularities, and refloat repaired areas to provide a continuous smooth finish.
- Work edges of sidewalks and formed joints with an edging tool, round to a 1/2 inch radius. Eliminate tool marks on sidewalk surface.
- After completion of floating and troweling when excess moisture or surface sheen has disappeared, complete surface finishing as follows:
    - Broom Finish: Draw a fine-hair broom across concrete surface, perpendicular to line of traffic. Repeat operation as necessary to produce a fine line texture.
    - Form Removal: Do not remove forms for 24 hours after placement of concrete. After form removal, clean ends of joints and point-up an minor honeycombed areas. Remove and replace areas or sections with major defects.

**E. Curing:**

- Protect and cure finished sidewalks using membrane-forming curing and sealing compound or moist-curing methods.

**F. Repair and Protection:**

- Protect sidewalks from damage until acceptance of the Work. Exclude vehicular or equipment traffic from sidewalks for minimum of 14 days after placement. Maintain sidewalks as clean as possible by removing surface stains and spillage materials as they occur.
- Sweep concrete pavement and wash free of stains, discolorations, dirt and other foreign material just prior to final inspection.

**3. LANDSCAPE RETAINER INSTALLATION**

- Provide landscape borders with staked anchorage in locations indicated:
- No nails or other fasteners are exposed.
- Install retainers level and plumb. Butt ends of retainers to present a continuous edge of playground.
- Backfill both sides of retainer and at stakes with playground sand.

**4. PLAYGROUND SAND INSTALLATION**

- Provide layer of playground sand:
- Remove all construction scrap materials, trash, and other debris from playground area prior to installation of sand.
- Thickness of playground sand layer: 12 inches thickness minimum for all playgrounds.
- Rake sand to level.
- Maintain sand in clean, raked condition until acceptance of playground by Owner.
- Clean walkways and other site and building areas by sweeping away loose or spilled sand.

**5. EQUIPMENT REUSE AND REINSTALLATION**

- Playground equipment to be moved and reused Shall be reinstalled in locations specified by setting equipment in new concrete footings to match previous footings.
- Reinstall equipment to finished heights of previous installation.
- Reinstall level and plumb.
- For both reinstalled equipment and equipment reused in place:
- Solidity and rigidity of reinstalled equipment is required.

- All bolted and other connections shall be securely fastened.
- All components shall be in safe operational order.

**6. CLEANING AND MAINTENANCE**

- Provide cleaning of playground and immediately adjacent site areas under provisions of Section 01740-Cleaning.
- Maintain playground in clean condition until acceptance by Owner.

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# SECTION 5 – MINIMUM INSURANCE REQUIREMENTS

**Insurance Requirements.** The Awardee shall comply with the following insurance requirements throughout the term of this Agreement.

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.

2. **Workers' 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).

3. **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 the 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 the insured acquires any vehicles throughout the term of this Agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

4. **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. **Verification of Coverage** Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). YOU MUST RECEIVE A NOTICE OF COMPLIANCE.
   i. New vendors will receive an email notification requesting account verification and insurance agent information.
   ii. Existing vendors will receive an email notification of the current status.

5. **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
   i. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
   ii. All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.
   iii. Certificate Holder: **The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301**

6. **Cancellation of Insurance.** Awardee is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if the required insurance is canceled.

7. **Acceptability of Insurance.** The School Board of Broward County, Florida, 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.

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# SECTION 6

**ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC):** 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, and the results of the 2023 Disparity Study conducted by Keen Independent Research (KIR). The provisions of the Policy shall apply to all competitive solicitations for Construction, Architectural & Engineering, Professional Services, Goods and Other Services, and any resulting contract documents, including change orders and amendments. For information on E/S/V/M/WBE Certification, contact The Economic Development and Diversity Compliance Department at 754-321-0770 or visit www.browardschools.com/eddc.

**Nondiscrimination:** Each Proposer/Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the Proposer/Bidder 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 to this Bid, 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/Bidder on this solicitation and terminate any contract awarded based on the response as a condition of submitting a response to SBBC, the Proposer/Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330.

**Industry–Specific Remedial Affirmative Procurement Initiative (API): Goal Setting Committee (GSC) has assigned the following API:**

**In accordance with SBBC Policy No. 3330, and the results of the 2023 Disparity Study conducted by Keen Independent Research the GSC has established, for contracts related to the purchase of "Goods and Other Services, an EDDC Certified Bidder Pricing Preference. A Three percent (3%) price preference is applied *If* Prime is EDDC Certified ESVMWBE.**

**After the application of all other Bidder Preference Laws, Responsive, Responsible, EDDC certified ESVMWBE bidder/ proposer(s), meeting the specified requirements, and whose bids fall within three percent (3%) of the lowest non-EDDC certified bidder, this certified bidder/proposer will receive a price preference incentive.**

**Documentation and Certification:** All bidder/proposer(s) must submit Document 00471 (see Attachment A) at the time of submission. All Prime bidder/proposer(s) committing to subcontracting with an EDDC certified ESVMWBE Firm must also include Doc. 00475 and 00470 along with a copy of the subcontractor/subconsultant(s) EDDC Certificate.

To access the list of current E/S/V/M/WBE certified firms and information on how to become certified, visit https://www.browardschools.com/sdop.

**Reporting Requirements:**

**MANDATORY** - **Post-Award Monthly Compliance Monitoring/Reporting Requirements:**
Proposals that result in contracts being awarded must fully participate and comply with the EDDC Program Requirements.

If awarded, ALL awardees shall log into the SDOP Management System powered by B2Gnow.
Prime vendors must report all revenue and payment sources generated from the contract, and all payments made to E/S/V/M/WBE subcontractors must be reported by the 10th of every month.

**NOTE**: In addition, any changes to the utilization and/or subcontracting plan, as well as any substitutions, deletions, and/or terminations, must be approved in advance and in writing by the EDDC Department.

# SECTION 7 – GENERAL CONDITIONS

7.1 **LIABILITY: This General Condition of the ITB is NOT subject to negotiation or exemptions, and any proposal that fails to completely accept these conditions shall 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 up to the limits of Section 768.28, Florida Statutes, 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 Awardee, 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**" (Section 1.0) **must be completed, either manually or digitally signed (in blue ink, preferably), and returned with your submitted proposal in order to be considered for award.** Electronic signatures on bid documents will be accepted pursuant to Section 668.004, Florida Statutes. To be considered, all proposals must be delivered in a sealed envelope (package, box, etc.), clearly marked with the words "Proposal Documents," Invitation to Bid (ITB) number, and the title of the ITB and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Invitation to Bid opening.

7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the ITB and all attachments thereto are received and all Addendum released are received prior to submitting a proposal without regard to how a copy of this ITB was obtained.

It is the responsibility of the Proposer to make sure the original proposal matches the digital copy as requested in the ITB. 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 (package, box, etc.) with the ITB number and name clearly typed or written on the front of the envelope (package, box, etc.). Proposals must be time-stamped in the Procurement & Warehousing Services Department on or before 2:00 p.m. ET on the date due for the proposal to be considered**.** Proposals will be opened at 2:00 p.m. ET on the date due as stated in the ITB or Addendum. Failure to submit such a proposal in a timely manner shall disqualify the Proposer, and such proposal will either be returned to the Proposer or stored and unopened. NO FAXED PROPOSALS SHALL BE ACCEPTED. **The School Board of Broward County, Florida (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**

7.2.3 **EXECUTION OF PROPOSAL:** The proposal must contain an original manual or digital signature (in blue ink) of an authorized representative who can bind the company to the requirements of the ITB in the space provided on the **Required Response Form** (Section 1.0). All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the ITB.

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 an opinion should permit SBBC's reliance on such an 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, along with the proposal, shall result in the proposal being considered "non-responsive" and rejected.

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 & WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due (See Calendar Section 2.0)**. 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 & 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 has been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been filed in a timely manner. (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 ITB. 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 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 ITB. 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, the 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 ITB 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 within thirty (30) days after the award of the ITB. All sample(s) will be disposed of after thirty (30) days after the award of the ITB.

Each individual sample must be labeled with the Proposer's name, ITB Number, and item number. Failure of the Proposer to either deliver the required sample(s) or to clearly identify samples as indicated may be a reason for rejection of the proposal item. Unless otherwise indicated in the ITB, 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.

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 the actual date of delivery is specified (or specified delivery cannot be met), show the number of days required to make delivery after receipt of the Purchase Order in the 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 & Warehousing Services Department as requested in the Conditions of the ITB, Information. If necessary, an Addendum will be issued. (Section 3, Special Condition 2)

7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its 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 ITB at any time prior to the time and date specified for the ITB opening. The Evaluation Committee reserves the right to reject any or all proposals received when there is sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or group of items unless qualified by the Proposer. All awards made as a result of this ITB shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida and must have a 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:** The proposal opening shall be made public on the date and at the time specified in the ITB. Any proposal(s) received after that time shall not be considered for award. (See Required Response Form Section 1.0)

7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results therefrom 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 the** destination unless otherwise provided in the ITB. 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 the product at the 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 free of damage or defect, and properly invoiced. Services will be paid after they have been performed and meet the requirements of the ITB. 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 that 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 Conflict 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:** The 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 5.0 of this ITB. The Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy, including product liability. (Refer to the Special Conditions of the ITB 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. (Section 5.0)

**7.17 LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the ITB Opening Date, the Proposer must have all Licenses, Certifications, and Registrations required when performing the services as described herein in order for a proposal to be considered a responsive and responsible proposal. Licenses, Certifications, and Registrations required for this ITB 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. The proposer must submit a copy of all its current Licenses, Certifications, and Registrations required as described herein, either with its proposal or within five (5) working days of notification.

7.18 **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.

*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 ITB opening shall not relieve the Awardee of its responsibilities under a contract awarded under this ITB.*

7.19 **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 ITB; then
b) Addenda released for this ITB, with the latest Addendum taking precedence; then
c) The ITB; then
d) Awardee's proposal.

7.19.1 **DISPUTES:** In the event of any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.

7.20 **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, patents, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

7.21 **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.

7.22 **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.

*7.23* ***NONDISCRIMINATION:*** 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.

7.24 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this ITB shall be new unless otherwise specified. The items bid must be new, the latest model of the best quality, and the 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, shopworn, demonstrator, prototype, or other types of product(s) of this kind are not acceptable and will be rejected.**

7.25 **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 an ITB 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

7.25 (continued) the School Board occasioned by the 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.

7.26 **CANCELLATION:** In the event any of the provisions of this ITB are violated by the Awardee, the Director of Procurement & Warehousing shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five (5) business days (or as required), a 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 or emailed to FRDAPHELP@BROWARDSCHOOLS.COM. Payment will be made a minimum of thirty (30) calendar 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 to determine 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 desirable that all building materials, pressed boards, and furniture supplied to the school board be 100% formaldehyde-free.** Proposer, by virtue of bidding, certifies by signing the proposal that, if awarded this ITB, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** will be supplied.

7.32 **ASSIGNMENT:** Neither any award of this ITB nor any interest in any award of this ITB may be assigned, transferred, or encumbered by any party without the prior written consent from the Director, Procurement & Warehousing Services. There shall be no partial assignments of this ITB, 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 ITB for the period of time necessary for SBBC to release, award, and implement a replacement ITB for the goods, products, and/or services provided through this ITB. Such extension shall be at the same prices, terms, and conditions as existed 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 (6) 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.

When a subsequent contract award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any contract awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until the new award under protest can be approved by the School Board.

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 ITB must be in the same format as any Purchase Order released as a result of the award of this ITB. **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 incorrect and will be returned to the vendor by the accounts payable department for correction. The address for submitting invoices is included in the Purchase Order.

7.36 **PURCHASE AGREEMENT:** This ITB, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different from those contained in this ITB, 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 from those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, the 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 the Awardee's equipment, and all access privileges must be revoked. The 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 the submission of a bid proposal. **For information on S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or http://www.browardschools.com/Page/58686**.

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 (3) requirements identified above.** This background screening will be conducted by SBBC in advance of the Awardee or its personnel providing any services. The 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 the Awardee and its personnel. The Parties agree that the failure of the 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 an SBBC photo identification badge is requested must be registered on 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. **The applicant enrollment and scheduling website is www.fieldprintbrowardschools.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting, and an FBI background check can be found at the following website:

**https://www.browardschools.com/Page/35284**
Click on the link for Fieldprint Codes and Pricing.

7.39 (continued) Payment options can be made by electronic check (e-check), Visa, MasterCard, or use of an established escrow account code.

**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 (1) year from the 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 ITB or any Addenda subsequently released thereto shall file a notice of intent to protest, in writing, **within 72 hours after the electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten (10) 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 from 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 3800, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3800, Part XII, 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 3800 shall be filed at the office of the Director, Procurement & 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:** ITB Recommendations and Tabulations will be posted on www.demandstar.com **SEE SECTION 2.0 - CALENDAR** and will remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations are changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of ITB 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 ITB tabulation and shall file a formal written protest within ten (10) 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 from 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.**

7.41 **(continued) 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 3800 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3800, Part XII, 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 3800 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 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the Purchase Order number/control number. Failure to provide a packing slip attached to the outside of the shipment will result in the refusal of shipment at the vendor's expense.

7.43 **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.

7.44 **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).

7.45 **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.

7.46 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with ITB conditions and specifications at any time. Items delivered that do not conform to ITB conditions or specifications may be rejected and returned at the vendor's expense. Services not conforming to ITB specifications shall be corrected and performed again to meet the specifications of the ITB at the expense of the Awardee. Goods or services not delivered as per the delivery date in ITB 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 (2) years, any proposal submitted by the vendor will not be considered and will not be recommended for award.
c) All departments are advised not to do business with vendors.

7.47 **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 & Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the 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

7.47 (continued) time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3800, Part VIII, 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.**

7.48 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this ITB by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

749 **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.

7.50 **SEVERABILITY:** In case any one (1) or more of the provisions contained in this ITB shall be for any reason 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 ITB shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

7.51 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement & Warehousing Services for the distribution of all competitive solicitations, including ITBs and RFPs. It is the responsibility of all interested parties to ensure they have received all necessary documents, including the Addenda, and have included all necessary information in 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.

7.52 **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.

7.53 **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 (1) year after resignation or retirement or expiration of their term of office.

7.54 **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.

7.54 (continued) 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 (1) 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 ITB, 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.

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.

Every time a proposal that includes a reference to this Form is submitted, a new Form is required. Any proposal that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Required Response Form.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of the proposal submitted.**

7.55 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days prior written notice that The School Board is terminating the contract award.

7.56 **TIE BID PROCEDURES:** When identical points are received from two (2) or more vendors and all other factors are equal in point value, priority for an 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 School Board of Broward County, Florida, M/WBE certified vendor;
c) The Broward County Certified Minority/Women Business Enterprise vendor;
d) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
e) The Florida Certified Minority/Women Business Enterprise vendor;
f) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
g) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
h) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
i) If the application of the above criteria does not indicate a priority for an award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement & Warehousing Services, and the tie low bid vendors are invited to be present as witnesses.

Included as a part of the ITB 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.

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. Confidentiality of 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,

7.57 (continued) 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, the Awardee agrees to provide the District with a written summary of the procedures the Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with the Awardee.*

7.58 **PUBLIC INSPECTION OF PROPOSALS:** Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this ITB shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until the 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 ITB 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 ITB shall constitute a waiver by the 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 the Proposer's response to the ITB. SBBC will provide for the inspection or copying of 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 ITB 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 initiate such legal proceedings in a timely manner shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials.
By submitting a response to this ITB, 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 the 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 non-disclosure.

7.59 **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, war, 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. In the event that a vendor does not provide goods or services due to Force Majeure for a contract awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

7.60 **GRATUITIES**: Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC, including any School Board Member, Superintendent of Schools, and any Evaluation Committee Members, for the purpose of influencing consideration of their Proposal.

7.61 **PREPARATION AND COST OF PROPOSAL:** The proposer is solely responsible for any and all costs associated with responding to this ITB. SBBC will not reimburse any Proposer for any costs associated with the preparation and submittal of any Proposal or for any travel and per diem costs that are incurred by any Proposer

7.62 **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Awardee(s) shall keep and maintain public records required by SBBC to perform the services required under this contract. Upon request from SBBC's custodian of public records, Awardee(s) shall provide SBBC with a copy of any requested public records or 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. Awardee(s) 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 contract's term and following completion of the contract if Awardee(s) does not transfer the public records to SBBC. Upon completion of the contract, Awardee(s) shall transfer, at no cost, to SBBC all public records in possession of Awardee(s) or keep and maintain public records required by SBBC to perform the services required under the contract. If Awardee(s) transfers all public records to SBBC upon completion of the contract, Awardee(s) shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Awardee(s) keeps and maintains public records upon completion of the contract, the Awardee(s) 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 ITB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE ITB, 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.**

7.63 **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 ITB Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this ITB Agreement to register with and use the E-Verify system to verify the work authorization for all employees subcontractor hires during the course of this ITB 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 will immediately terminate the ITB Agreement. Termination pursuant to this section is not a breach of this ITB Agreement and may not be considered as such.

7.64 **DEFAULT**: The parties (SBBC and Awardee) agree that if either party is in default of its obligations under this ITB, 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 ITB 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 7.55. If the default is not cured by the Awardee, the steps in section 7.46 shall be taken.

**END OF THIS SECTION**

# SECTION 8 – FORMS AND ATTACHMENTS

Please fill out all the attachments below. Some attachments must be notarized.

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# ATTACHMENT A – ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE (EDDC) FORMS

**This form is Mandatory and *must* be completed and submitted with bid proposal.**

**Document Number 00471**

**Bidder/Proposer Assurance Statement**

| |
|---|
| **SOLICITATION #:** |
| **SOLICITATION TITLE:** |

**NOTE TO BIDDERS:**
**All Bidders/Proposers must complete Document 00471 at the time of Bid submission (Attachment A)**

**INSTRUCTIONS**: *The Bidder/Proposer Assurance Statement must be submitted with Proposal/Bid submission. The EDDC Department requires documentation to confirm the Bidder/Proposer is a District Certified Emerging, Small, Veteran, Minority or Women Owned Business Enterprise (E/S/V/M/WBE). EDDC's E/S/V/M/WBE Certificate must be submitted with proposal/Bid submission.*

COMPANY NAME: _____

NAME OF BIDDER/PROPOSER _____

1. Is the Bidder/Proposer aware of the Affirmative Procurement Initiative assigned to this solicitation? Yes ☐ No ☐
2. **Is** the Bidder/Proposer a EDDC Certified ESVMWBE Firm: Check Mark Appropriate Box: Yes ☐ No ☐
3. **Is** Bidder/Proposer Committing to Participation in Subcontracting with SBBC Certified E/S/V/M/WBE?

   Check Mark Appropriate Box: Yes ☐ No ☐

**If YES to Question #3 Please complete and submit Documents 00470 and 00475 – *Click on the link below to download EDDC Forms:***

**Link to download Forms:**

Document 00470 – **Statement of Intent to Perform as an S/M/WBE Subcontractor**.
**https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00470%20Statement%20of%20Intent%202021.pdf**

Document 00475 – **Small/Minority/Women Business Enterprise Subcontractor Participation Schedule**:
**https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00475%20Participation%20Schedule%202021.pdf**

**Post – Award Monthly Compliance Monitoring/Reporting Requirements.**
***Click the link below to access the Supplier Management System (SMS) to submit Mandatory monthly reports.***
**Document Link: https://browardschools.smwbe.com**

I attest that I have read, understood, and will comply with the EDDC Requirements.

Name/Title: _____

Signature: _____ Date: _____

**Economic Development & Diversity Compliance Department**
7720 West Oakland Park Blvd., Suite 319, Sunrise, FL 33351 ▪ (754) 321-0770 www.BrowardSchools.com/SDOP

# ATTACHMENT B – CONFLICT OF INTEREST

**IT MUST BE COMPLETED BY ALL BIDDERS.**

## DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Bidder must disclose in its Bid the names of any employees who are employed by Bidder and are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

| Name of Bidder's Employee | SBBC Title or Position of Bidder's Employee | SBBC Department/ School of Bidder's Employee |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Bidder and who are also employees of SBBC have been identified above.

_____ _____

Electronic or Handwritten Signature Company Name

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

# ATTACHMENT C – DEBARMENT

**IT MUST BE COMPLETED BY ALL BIDDERS.**

## CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION OF 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 THE INSTRUCTIONS ON THE 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 any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Electronic or Handwritten Signature(s) Date

## [THIS SPACE IS INTENTIONALLY LEFT BLANK]

# INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT C

1. By signing and submitting this proposal, the prospective lower-tier participant will provide the certification set out below.
2. The certification in this clause is a material representation of the 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 whom 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 whom 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 the 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 are 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 voluntarily 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.

# ATTACHMENT D – BIDDER PREFERENCE

**See Special Condition. 15**

## LEGAL OPINION OF BIDDER PREFERENCE

**IT MUST BE COMPLETED BY ALL BIDDERS.**

Bidder (Firm) Name: _____

Identify the state in which the Bidder has its principal place of business: _____

Bidder's Electronic or Handwritten Signature:_____

**INSTRUCTIONS: If your principal place of business 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 the bid shall be considered non-responsive, and the bid will be 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 agreements 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 agreements 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 agreements 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 agreements 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)]:

_____

_____

Electronic or Handwritten 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: _____

# ATTACHMENT E – DRUG-FREE WORKPLACE

**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 ELECTRONICALLY OR IN HANDWRITING.

I am making a good-faith effort to continue to maintain a drug-free workplace through the implementation of this section.

**Under penalties of perjury, I declare that I have read the foregoing Sworn Statement Pursuant to Section 287.087, Florida Statutes, and that the facts stated in it are true.**

_____

Electronic or Handwritten Signature

# ATTACHMENT F – WORKERS' COMPENSATION AFFIDAVIT

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

## WORKERS' COMPENSATION AFFIDAVIT

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### CERTIFICATION OF THE NUMBER OF EMPLOYEES

_____ (Bidder 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.

**Under penalties of perjury, I declare that I have read the foregoing Workers' Compensation Affidavit and that the facts stated in it are true.**

Electronic or Handwritten Signature: _____

Print/Type Name: _____

Title: _____

# ATTACHMENT G - AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

**MUST BE COMPLETED BY ALL PROPOSERS**

Respondent Vendor Name:_____

Vendor FEIN::_____

Vendor's Authorized Representative Name and Title:_____

_____

Vendor Address:_____

City:_____ State: _____ ZIP Code: _____

Phone Number:_____

Email Address:_____

**Section 787.06 Florida Statutes** requires all nongovernmental entities executing renewing or extending a contract with a governmental entity to provide an affidavit signed by and officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor on services as defined I that statute. **The School Board of Broward County, Florida** is a governmental entity for purposes of this 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 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 define,
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration documents, 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 1 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 affidavit regarding the use of coercion for labor and services and that the facts stated in it are true.**

Electronic or Handwritten Signature: _____

Print/Type Name: _____

Title: _____

# ATTACHMENT I – DEMANDSTAR REGISTRATION INSTRUCTIONS

To register for free as a vendor in the DemandStar Platform, you must complete the registration form.

1. Navigate to the DemandStar page by going to https://www.demandstar.com/app/registration.
2. On the Get Started! Create your free DemandStar account page, and fill in your E-mail address and your Company Name.
3. Read and accept the Terms of Use and Privacy Policy.
4. Choose your Free Agency: Please type Broward County Public Schools and, select it, and click next.
5. Input your Company Contact Information and click Submit.
6. Input your Contact Information and click Submit.
7. An email will be sent to you to confirm your account.
8. If you need further assistance, please contact DemandStar Support at support@demandstar.com or call (206) 940-0305.

# SECTION 9 – STATEMENT OF "NO BID"

If your company is not submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, before the Bid Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information shall help SBBC prepare for future bids.

Company Name: _____

Contact:_____

Contact's Email: _____

Telephone: _____

| ✓ | **Reasons for "No Bid":** |
|---|---|
| ☐ | Unable to comply with product or service specifications. |
| ☐ | Unable to comply with the scope of work. |
| ☐ | Unable to quote on all items in the group. |
| ☐ | Insufficient time to respond to the Invitation to Bid. |
| ☐ | Unable to hold prices firm through the term of the Agreement 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 ITB**

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

March 2, 2026

TO: School Board Members

FROM: Mark D. Dorsett MArk D Dorsett (Mar 3, 2026 08:30:52 EST)
Chief Operations Officer - *Task Assigned*

VIA: Dr. Howard Hepburn Howard Hepburn (Mar 3, 2026 09:08:00 EST)
Superintendent of Schools

SUBJECT: **REQUEST TO REVISE OO-6 - ITB26-005 - EQUIPMENT AND SERVICES FOR PLAYGROUNDS, SURFACING, AND FABRIC SHADE, FOR THE MARCH 10, 2025, REGULAR SCHOOL BOARD MEETING**

Attached is a revision for OO-1 - FY20-121 – ITB26-005 - Equipment and Services for Playgrounds, Surfacing, and Fabric Shade for the March 10, 2026, Regular School Board Meeting.

Revised:
- Executive Summary

HH/MDD/AW:bm
Attachment(s)

c: BCPS Cabinet
Senior Leadership Team

**For more information, please contact:**
Name: Mark D. Dorsett
Title: Task Assigned, Chief Operations Officer
Phone: 754-321-2659

**EXECUTIVE SUMMARY**

**Recommendation of $500,000 or Greater**
**ITB26-005 - Equipment and Services for Playgrounds, Surfacing, and Fabric Shades**

---

**Board Meeting Date:** March 10, 2026

**Recommended Action:**
Approve the Award of Invitation to Bid (ITB) ITB26-005 - Equipment and Services for Playgrounds, Surfacing, and Fabric Shades to the following nine (9) Vendors: 1) 360 Recreation LLC, 2) Advanced Recreational Concepts LLC, 3) Bliss Products and Services, Inc., 4) Sky Living Co. Inc., 5) Playmore West Inc., 6) Leadex Corporation, 7) Lanier Plans Inc. d/b/a KorKat, 8) Industrial Shadeports Inc., 9) Playcore Wisconsin Inc. d/b/a Gametime; and approve the spending authority in the amount of $12,300,000.

**School Board Policy Requirement/Authority:** Not Applicable

**Statutory Requirement/Authority:**
State Requirements for Educational Facilities Chapter 5 (Existing Facilities), Section 453; Florida Building Code, the American Society for Testing and Materials F-1487 & F-1292, and U.S. Consumer Product Safety Commission guidelines.

**District-Zone Impact**: District-wide

**Impact of the School Board's Vote:**
**- If the School Board votes "Yes":** Continue to procure, repair existing, and install new playground equipment, shelters, shades, safety surfacing, and amenities devices.
**- If the School Board votes "No":** The School Board of Broward County, Florida (SBBC), will be unable to maintain or repair any existing playground equipment, shelters, shades, safety surfacing, or amenities, nor procure new ones, and will no longer be in compliance with state requirements.

**Background/History:**
As of March 2026, there will be no active Agreements or bids related to the sourcing of playground equipment and associated services. ITB26-005 is intended to consolidate services previously distributed across three (3) separate Agreements/bids. This bid will facilitate the procurement and installation of new playground equipment, shelters, shades, safety surfacing, and amenities in alignment with SBBC's Educational Facilities Plan, the School Choice Enhancement Program, and various school-based projects.

Original ITB Term: April 1, 2026, through March 31, 2029, with two (2) additional one (1) year renewal options; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): Industrial Shadeports Inc. (E/SBE)

**Previous Agreements/Bids:**
- ITB-FY21-080 – Playground Equipment, Surfacing, and Fabric Shade Structures (Agreement ended June 30, 2025)
- ITB-FY21-159 – Playground: Vendor & Installers (Agreement ends March 31, 2026)
- Piggyback PY21-216 Bid (Agreement ended August 19, 2025)

**Alignment to 2027 Goals and Guardrails:**
Business Operation

**Measurable Outcome(s)/Return on Investment:**
Improve existing playgrounds and increase student access to new playgrounds across the District.

REVISED



**Financial Impact, Funding Source & Budget Status:**
The requested spending authority is $12,300,000, which aligns with prior contract or bid amounts of approximately $12,000,000.
Funding for this item is sourced from the following:

- Environmental Health & Safety Capital/General Fund via maintenance transfer
- District Educational Facilities Plan (DEFP) – Playground project allocations
- Physical Plant Operations (PPO) operating budget via maintenance transfer
- School/PTA-contributed funds – coded to school internal fund accounts

Funding for the current fiscal year (FY2025–2026) is included in the applicable approved budgets. Funding for future fiscal years is incorporated in the DEFP and anticipated maintenance transfers. All future appropriations are contingent upon adoption of future annual budgets.

| ACTION | BOARD DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT | TERM (months) |
|---|---|---|---|---|---|
| Original spending authority request | 3/10/2026 | Yes (FY25-26) | PPO(10%)~~General~~/Capital(79%)/PTA(11%) | $4,340,000 | 36 |
| | | DEFP (FY26-27) | PPO(13%)~~General~~/Capital(72%)/PTA(15%) | $3,320,000 | |
| | | DEFP (FY27-28) | PPO(13%)~~General~~/Capital(71%)/PTA(16%) | $3,220,000 | |
| | | DEFP (FY28-29) | PPO(30%)~~General~~/Capital(53%)/PTA(18%) | $1,420,000 | |
| **Total Agreement Amount** | | | PPO(14%)/Capital(72%)/PTA(14%) | **$12,300,000** | |

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**
Yes, there is operational efficiency when utilizing the same group(s) of vendors over an extended period, as these vendors are familiar with our processes, requirements, and facilities.

Original ITB Term: April 1, 2026, through March 31, 2029, with two (2) additional one (1) year renewal options; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): Industrial Shadeports Inc.

**Procurement Method:**
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.

**Impact on Schools:**
This Agreement provides ongoing support for the construction of new playgrounds, maintenance of existing facilities, and emergency response for damaged equipment. These efforts minimize operational disruptions and ensure students have continuous access to safe, developmentally appropriate spaces that promote physical, social, and emotional growth. All work complies with State Requirements for Educational Facilities, American Society for Testing and Materials standards, and Consumer Product Safety Commission guidelines to reduce injury risks and District liability. Additionally, the Agreement supports playground beautification, equipment upgrades for interactive features, and installation of ADA-compliant rubber surfacing to replace sand.

**If there is an impact on schools, how will schools be selected/prioritized:**
Safety-related work orders are prioritized based on risk level and resource availability, ensuring compliance with District handbook guidelines and safety standards. To ensure equity and strategic resource allocation for new playground installations, prioritization criteria include equitable District representation, compliance with Americans with Disabilities Act standards, addressing economic vulnerability, ensuring fair distribution of resources, and addressing health and equity concerns.

**Stakeholder Engagement/ End-User Input:**
Not Applicable

**If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:**
Not Applicable

**Additional Backup:**
~~Not Applicable~~
Below is a breakdown of approved or estimated spending by category for new playgrounds, replacement playgrounds, repairs to equipment or Pour in Place (PIP) Surfacing. Note that FY 2025/2026 includes carryover of DEFP funds approved in prior fiscal years.

| Funding Category/Area | 25/26 | 26/27 | 27/28 | 28/29 |
|---|---|---|---|---|
| DEFP Equip Repair | $582,013.68 | $750,000.00 | $750,000.00 | $750,000.00 |
| DEFP PIP Repair | $1,096,059.31 | | | |
| DEFP New Playgrounds | $1,600,000.00 | $1,500,000.00 | $1,400,000.00 | |
| ADA Projects (estimated) | $150,000.00 | $150,000.00 | $150,000.00 | |
| Shade Fabric/PPO (Hurricane Prep) | $420,000.00 | $420,000.00 | $420,000.00 | $420,000.00 |
| PTA Projects (estimated) | $500,000.00 | $500,000.00 | $500,000.00 | $250,000.00 |
| ANNUAL FY TOTAL | $4,348,072.99 | $3,320,000.00 | $3,220,000.00 | $1,420,000.00 |
| Est. Spending Authority Request | $12,308,073 | | | |

NEW Playgrounds List & Schedule
Installation to be initiated in the summer of each Fiscal Year pending design and permitting approval and equipment availability.

| FY 2025 | FY 2026 | FY 2027 | FY 2028 |
|---|---|---|---|
| Broadview ES | Fairway ES | Peters ES | Lauderhill PT ES |
| Castle Hill ES | Horizon ES | Royal Palm ES | Bethune ES |
| Driftwood ES | Hunt, James ES | Tamarac ES | Broward Estates ES |
| Indian Trace ES | Lake Forest ES | Watkins ES | Sunland Park ES |
| Oakland Park ES | N. Andrews Gardens ES | | Walker ES |
| Tedder ES | North Side ES | | |

Staff Follow Up: **26-118 (DH)**
Due Date: March 6, 2026

Established 1915 BROWARD County Public Schools | Educating Today's Students to Succeed in Tomorrow's World

**Topic**: Meeting: Mach 10, 2026, RSBM
OO-6.) ITB26-005 -Equipment and Services for Playgrounds/Surfacing/Fabric Shades

**Staff Follow-up**: Can you please provide a list of schools that will be included in this items and what they will be getting?

**Response**: This Invitation to Bid establishes a new district-wide contract with multiple awarded vendors to support playground-related needs across the District, including new original playgrounds, repairs or replacement of playground equipment, repairs, replacement or additional safety surfacing (pour-in-place) in compliance with ADA requirements, and repair or replacement of fabric shade components including hurricane-prep related activities.

New Playgrounds are identified for the following schools as approved in the DEFP 25/26 with installation to be initiated in the summer of each Fiscal Year pending design and permitting approval and equipment availability. Each new playground includes a main composite unit including ancillary items like activity panels, shade (integrated or stand alone, and safety surfacing in support of ADA requirements.)

| **FY 25** | **FY 26** |
|---|---|
| Broadview ES | Fairway ES |
| Castle Hill ES | Horizon ES |
| Driftwood ES | Hunt, James ES |
| Indian Trace ES | Lake Forest ES |
| Oakland Park ES | N. Andrews Gardens ES |
| Tedder ES | North Side ES (2) |
| **FY 27** | **FY 28** |
| Peters ES | Lauderhill PT ES |
| Royal Palm ES | Bethune ES |
| Tamarac ES | Broward Estates ES |
| Watkins ES | Sunland Park ES |
| MLK ES | Walker ES |

In addition, this contract supports requests from PTA/PTOs to install new or replacement facilities. Currently, there are projects in planning, design, or installation at Riverglades Elementary, Everglades Elementary, Embassy Creek Elementary, and Central Park Elementary.

Repairs including replacement equipment, components, parts, and repairs and additions to safety surfacing are underway. The following locations are currently being addressed by obtaining estimates for various repair items. The identification of repairs and request for work orders continues as inspections are completed throughout the District.

- Boulevard Heights Elementary
- Chapel Trail Elementary
- Cooper City Elementary
- Coral Springs Elementary
- Country Isles Elementary
- Dania Elementary
- Dolphin Bay Elementary
- Drew, Charles Elementary
- Eagle Point Elementary
- Endeavour Primary Learning Center
- Fox Trail Elementary
- Hawkes Bluff Elementary
- Park Trails Elementary
- Pines Lakes Elementary
- Pompano Beach Elementary
- Ramblewood Elementary
- Tamarac Elementary
- Thurgood Marshall Elementary
- Tropical Elementary
- Village Elementary
- West Hollywood Elementary
- Westwood Heights Elementary
- Wilton Manors Elementary
- Wingate Oaks Center
- Young, Virginia S. Elementary

Repair or replacement of fabric shade components related to hurricane-prep are included for at least 30 locations with existing fabric shades.

HH/MDD/ADW:tt

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | 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:**

**ITB26-120 - Inspection and Repair of Fire Sprinkler Systems**

**REQUESTED ACTION:**

**Approve the Award of Invitation to Bid (ITB) ITB26-120 - Inspection and Repair of Fire Sprinkler Systems to the following four (4) Vendors: 1) AB Fire Sprinklers LLC, 2) All In One Fire, Inc., 3) Bass-United Fire & Security Systems Inc., 4) Francis Engineering, Inc., and approve spending authority in the amount of $1,656,648. 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
- Invitation to Bid

**FINANCIAL IMPACT:**

$1,656,648 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: | 754-321-1900 |
| Name: | Mark D. Dorsett | Phone: | 754-321-2659 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Feb 24, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 10, 2026

By: _____

School Board Chair

**For more information, please contact:**
Name: Mark D. Dorsett
Title: Task Assigned, Chief Operations Officer
Phone: 754-321-2659

**EXECUTIVE SUMMARY**

**Recommendation of $500,000 or Greater**
**ITB26-120 – Inspection and Repair of Fire Sprinkler Systems**

---

**Board Meeting Date:** March 10, 2026

**Requested Action:**
Approve the Award of Invitation to Bid (ITB) ITB26-120 – Inspection and Repair of Fire Sprinkler Systems to the following four (4) Vendors: 1) AB Fire Sprinklers LLC, 2) All In One Fire, Inc., 3) Bass-United Fire & Security Systems Inc., 4) Francis Engineering, Inc., and approve spending authority in the amount of $1,656,648.

**School Board Policy Requirement/Authority:** Not Applicable

**Statutory Requirement/Authority:**
These services are mandated by Chapter 633, Florida Statutes, the Florida Building Code Section 453, and the Florida Department of Education, as noted in the State Requirements for Educational Facilities (SREF), 2014 Edition, with requirements and codes issued by the National Fire Protection Association (NFPA-101 and NFPA25).

**District-Zone Impact:** District-wide

**Impact of the School Board's Vote:**
**- If the School Board votes "Yes":** Continue to provide inspections, testing, certification, and repair services to all fire sprinkler systems throughout the District.
**- If the School Board votes "No"**: Reduced access to services for the fire sprinkler systems throughout the District.

**Background/History**
This bid is utilized by the Physical Plant Operations (PPO) Department as part of the Comprehensive Safety Inspections Program to provide inspections, testing, certification, and repair services to all fire sprinkler systems throughout the District's two hundred twenty (220) locations. These services are mandated by Chapter 633, Florida Statutes, the Florida Building Code Section 453, and SREF Chapter 5, with requirements and codes issued by the NFPA-101 and NFPA25.

Original ITB Term: March 10, 2026, through March 9, 2029, with two (2) additional one (1) year renewal options; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): Francis Engineering, Inc. (S/MBE-AA M)

**Alignment to 2027 Goals and Guardrails:**
Guardrail 3: School Support

**Measurable Outcome(s)/Return on Investment:**
All fire sprinkler systems inspected, tested, certified, and repaired – District-wide.

**Financial Impact, Funding Source & Budget Status:**
This project has a financial impact of $1,656,648 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) year term $1,657,000 | 3/10/2026 | Yes FY 2026 $184,072 | PPO operating budget Fund: 1000 | $184,072 (March 2026 – June 2026) $552,216 (July 2026 – June 2027) $552,216 (July 2027 – June 2028) $368,144 (July 2028 – March 2029) | 36 |
| **Total Agreement Amount** | | | | **$1,656,648** | **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: March 10, 2026, through March 9, 2029, with two (2) additional one (1) year renewal options; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): Francis Engineering, Inc.

**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.

**Impact on Schools:**
The impact on schools is the inspection, testing, certification, and repair of the fire sprinkler systems.

**If there is an impact on schools, how will schools be selected/prioritized:**
The inspection, testing, certification, and repair of the fire sprinkler systems 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):** | ITB26-120 | **Preparation Date:** | February 2, 2026 |
| **Previous Bid # (Ex: 10-004R):** | FY21-170 | **Buyer/PA:** | EDGAR LUGO |
| **New Bid Award Total:** | $1,656,648 | **Bid Title:** | Inspection and Repair of Fire Sprinkler Systems |
| **Previous Award Total:** | $2,871,000 | | |
| **Bid Type:** | INCREASE TO BID | | |
| **Previous Bid Term (Start Date):** | 2/10/2021 | **New Bid Term (In Months):** | 36 |
| **Previous Bid Term (End Date):** | 2/28/2026 | **# of Months Into Bid:** | 60 |

| SPEND REPORTING | |
|---|---|
| **Purchase Order(s) Spend:** | $2,761,055 |
| **P Card Purchases:** | $0 |
| **Total Invoiced-to-Date Amount (PO + Pcard Purchases):** | **$2,761,055** |
| **Average Monthly Expenditure:** | $46,018 |
| **Unused Authorized Spending:** | **$109,945** |
| **Est. Forecasted Spend (For Entire Bid Term):** | |

| VENDOR INFORMATION | | |
|---|---|---|
| **Awarded Vendors:** | **M/WBE Status (If applicable):** | **Spend:** |
| 101666-BASS UNITED FIRE & SECURITY STSTEMS | | $ 2,761,055 |
| | **PO VENDOR SPEND:** | **$ 2,761,055** |
| | **P-CARD SPEND:** | **$ -** |
| | **TOTAL SPEND:** | **$ 2,761,055** |

**NOTES (Type Below):**

| Default Funding Source* | | Department/School & Sign-off Information* | |
|---|---|---|---|
| **Cost Center** | Various Schools & Locations | **Name** (First & Last) | Mark D. Dorsett |
| **Fund** | 1000 | **Title** | Executive Director |
| **Functional Area** | 8104721500000000 | **Department/School Name** | Physical Plant Operations |
| **Commitment Item** | 8104721500000000 | **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:** | **2/3/2026** |

**All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.**

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 & LOGISTIC OPERATIONS**
www.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

December 18, 2025

Dear Prospective Bidders,

**SUBJECT: Instructions to Bidders**
**Invitation to Bid: ITB26-120- Inspection and Repair of Fire Sprinkler Systems**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Inspection and Repair of Fire Sprinkler Systems**. Any questions regarding this ITB should be addressed to me in writing via e-mail to **edgar.lugo@browardschools.com** . Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 7.47) shall take effect. Any bidder or lobbyist for a bidder **is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, or any other School District employee** after Procurement & Logistic Operations releases a solicitation to the General Public. All communications must go through the Purchasing Agent. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to ensure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

**EMERGING/SMALL/VETERAN/MINORITY/WOMEN BUSINESS ENTERPRISE (E/S/V/M/WBE) CERTIFICATION AND PARTICIPATION (See Attachment A)**
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC): 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, and the results of the 2023 Disparity Study conducted by Keen Independent Research (KIR). For information on E/S/V/M/WBE Certification, contact The Economic Development and Diversity Compliance Department at 754-321-0770 or visit www.browardschools.com/eddc

- **NON-MANDATORY BIDDERS' CONFERENCE**
  A Bidders' Conference will be held on (**SEE SECTION 2 – CALENDAR**), beginning at **9:00 am** Eastern Time (ET), in the Technology and Support Services Center, Procurement & Logistic Operations, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.

- **SUBMITTAL REQUIREMENTS**
  Submittal Requirements in Section 1 is a listing of submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**
  The Bid Summary Sheets upon which the Bidder submits its prices should be completed electronically (Excel, if applicable). The Bidder Acknowledgement Section must be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- **PRICING CORRECTIONS**
  SBBC reserves the right not to tabulate any illegible entries, pencil bids, or price corrections that have not been initialed and to reject any bid containing any of these errors.

- **DUE DATE**
  Bids are due electronically (e-bidding through DemandStar) on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on the date due will not be considered.

- **STATEMENT OF "NO BID"**
  If you are **not** submitting a bid in response to this ITB, please complete Section 9, Statement of "No Bid," and return via facsimile to 754-321-0533 or scan and send via e-mail to **edgar.lugo@browardschools.com** . Your response to the statement "No" Bid is very important to Procurement & Logistic Operations when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Edgar Lugo
Manager, Construction Sourcing

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The School Board of Broward County, Florida
**PROCUREMENT & LOGISTIC OPERATIONS**
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

# INVITATION TO BID (ITB)

**DUE DATE:** Bids must be submitted electronically via Demandstar **on or before 2:00 p.m. Eastern Time (ET):**

**1/21/2026**

Check the Addenda for any revised opening dates before submitting your bid. **Bid(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.

| ITB NO.: | RELEASE DATE: | PURCHASING AGENT: |
|---|---|---|
| **ITB26-120** | December 18, 2025 | Edgar Lugo<br>754-321-2515 |

BID TITLE:

**INSPECTION AND REPAIR OF FIRE SPRINKLER SYSTEMS**

## SECTION 1 – BIDDER ACKNOWLEDGEMENT

**THIS MUST BE COMPLETED BY ALL BIDDERS.**

**IN ACCORDANCE WITH GENERAL CONDITION 7.2.3, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY, INCLUDING THE HANDWRITTEN OR ELECTRONIC SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT WITH THE BID WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR CONTRACT AWARD UNDER THIS COMPETITIVE SOLICITATION.**

| | |
|---|---|
| Bidder's Name (Company): | **"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to an address other than as stated on the left, please complete the section below. |
| "**Doing Business As**" (d/b/a), if applicable: | ☐ Check this box if the address is the same as stated on the left. |
| Address: | Address: |
| City: | City: |
| State: Zip: | State: Zip: |
| Federal Tax Identification Number: | Telephone Number: |
| **E-mail Address to Send Purchase Orders:** | |

I hereby certify that I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and **unconditional** acceptance of the contents of all pages in this Invitation To Bid (ITB) and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of the bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, 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 Bidder 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 3800, Part VIII, as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder 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 bid are true and accurate.

*I agree that this bid cannot be withdrawn within 90 days from the date due.*

_____
***Signature of Authorized Representative (Manual, Handwritten, or Electronic)***

_____
***Name of Authorized Representative (Typed or Printed)***

_____
***Title***

_____
***Email of Authorized Representative***

## SUBMITTAL REQUIREMENTS

In order to ensure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☒ Below have been submitted.

| | | | |
|---|---|---|---|
| ☒ Bidder Acknowledgement<br>Section 1 | ☒ Conflict of Interest Form<br>Section 8, Attachment B | ☒ Certificate of Debarment<br>Section 8, Attachment C | ☐ Manufacturers Authorization<br>Special Condition __ |
| ☒ Local Repair Facility form<br>Special Condition 19<br>Section 8, Attachment G | ☒ Bid Summary Sheet<br>Section 4 | ☒ EDDC Bidder/Proposer Assurance Statement Doc. 00471 (Attachment A) | ☐ EDDC Statement of Intent to Perform as E/S/V/M/WBE Subcontractor Doc. 00470 (Attachment A) (IF APPLICABLE) |
| ☐ EDDC E/S/V/MWBE Participation Schedule – Doc. 00475 (Attachment A) (IF APPLICABLE) | ☐ Material Safety Data Sheets<br>Special Condition __ | ☒ License<br>Special Condition 8 | ☒ Affidavit Regarding the Use Of Coercion For Labor And Services<br>Section 8, Attachment F |

**Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No-Bid attached as the last page of this ITB.**

## SECTION 2 – CALENDAR

| | |
|---|---|
| Thursday, December 18, 2025 | Release of ITB26-120. |
| Wednesday, January 7, 2026 | Non-Mandatory Bidder's Conference (See Special Condition 3)<br>Procurement & Logistic Operations Department.<br>The meeting will be held at 9:00 AM:<br>7720 West Oakland Park Blvd., Suite 323,<br>Sunrise, Florida 33351-6704<br>Virtual Pre-bidders Conference is also available at:<br>MS Teams<br>**Join the meeting now**<br>Meeting ID: 263 660 702 819 96<br>Passcode: tD6oY6Ty<br>---<br>**Dial in by phone**<br>+1 754-216-1864,,956097252# United States, Fort Lauderdale<br>Find a local number<br>Phone conference ID: 956 097 252# |
| Monday, January 12, 2026 | Vendor written questions (See Special Condition 2)<br>due on or before 5:00 p.m. ET via email to:<br>edgar.lugo@browardschools.com |
| Wednesday, January 21, 2026* | *Bids are due electronically (e-bidding through www.demandstar.com) on or before 2:00 p.m. ET.<br>In order to have your proposal considered, it must be electronically submitted and received on or before the date and time due. Proposals received after 2:00 p.m. ET on the date due will not be considered; late bids will not be accepted.<br>NOTE: SBBC is no longer accepting submittal of proposals in hard copy format. All proposals must be submitted electronically via Demandstar.<br>Proposal Opening will be at:<br>7720 West Oakland Park Blvd., Suite 323<br>Sunrise, Florida 33352-6704 |
| Wednesday, January 28, 2026 | Posting of Recommendation @ 3:00 PM on Demandstar.com |

**NOTE:** If you plan to attend the public meeting or hand-deliver your bid, please arrive 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 appropriate floor.

** These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure that 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 Director of EEO/ADA 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 Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.*

# SECTION 3 – SPECIAL CONDITIONS

1. **INTRODUCTION:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on Inspection and Repair of Fire Sprinkler Systems. as specified herein. The scope of requirements includes, but is not limited to, Inspection and Repair of Fire Sprinkler Systems Prices quoted shall include inside delivery to various schools, departments, and centers within Broward County, Florida. The Awardee(s) shall receive individual Purchase Orders specifying the name and ship-to address of the various schools, departments, and centers.

**SUBMIT IN TIME FOR BID OPENING:**

- E-bidding through Demandstar.com

2. **QUESTIONS FROM BIDDERS:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Edgar Lugo**, Purchasing Agent in Procurement & Logistic Operations, via email to edgar.lugo@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither the Purchasing Agent nor any employee of SBBC is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 7.8 of this ITB.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

3. **NON-MANDATORY BIDDER'S CONFERENCE:** A Bidders' Conference will be held on **January 7, 2026, beginning at 9:00 am.** Representatives from all interested companies are encouraged to attend. **PLEASE BRING A COPY OF THIS ITB WITH YOU TO THE MEETING.**

   The purpose of the Bidder's Conference is to allow prospective Bidders to bring forth questions they may have, to allow prospective Bidders to be aware of questions other Bidders may have, and to stimulate discussions that will generate questions in an effort to assist prospective Bidders in preparing the best and most comprehensive bid for submission to SBBC. Questions submitted shall be answered by all Bidders via Addenda. All questions shall be submitted in accordance with Section 2 of this ITB. Any information verbally given by any party at the Bidder's Conference shall not be binding on SBBC. Bidders shall only consider the information provided in the ITB or via Addenda.

   In addition, a representative from the SBBC Supplier Diversity & Outreach Program may be present to address questions regarding S/M/WBE participation.

4. **TERM:** The award of this bid shall establish a three (3) year Agreement beginning on **3/1/2026** or upon approval by the Board, whichever is later. Bids shall not be considered for a shorter period of time. If only one bid is received, the term of the Agreement may be reduced to one year.

5. **RENEWAL/EXTENSION:** 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. SBBC and Awardee may, by mutual agreement, when exercising the option terms provided herein, extend the Agreement for a term period less than the full one (1) year option term. The Procurement & Logistic Operations Department will, if considering renewing, request a letter of intent to renew from each Awardee before the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board.

   When a subsequent award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any agreement awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.

6. **AWARD:** This bid shall be awarded in its **ENTIRETY** to one primary and up to three alternate, responsive and responsible bidders, meeting all specifications, terms, and conditions. Unit prices must be stated in the space provided on the Bid Summary Sheet. It is necessary for a Bidder to bid on every item in the bid in order to have their bid considered. SBBC may need to order an individual component within the bid. All items must have an individual cost. Failure to state the individual cost for any item shall result in the disqualification of the entire bid. It is also required that the Bidder carefully considers each item and makes sure that each one meets the specifications as indicated. In the

## SECTION 3 – SPECIAL CONDITIONS (continued)

event that one item does not meet such specifications, the entire bid shall be disqualified. The lowest Bidder shall be considered the primary awardee and should receive the largest volume of work. SBBC reserves the right to procure goods from Alternate Awardee(s), beginning with the First Alternate Awardee, if a) the Primary Awardee cannot comply with delivery requirements or specifications; b) the Primary Awardee is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) due to supply-chain constraints; or e) if SBBC, at its sole discretion, determines that it is in its best interest to do so.

After the award of this bid, any Awardee who violates any specification, term, or condition of this bid can be found in default of its Agreement, have its Agreement canceled, be subject to the payment of liquidated damages, and be removed from the bid list and become ineligible to do business with SBBC for two (2) years, as described in General Conditions 7.44 and 7.64 and Part XII, of School Board Policy 3800.

7. **USE OF BID:** When orders are for products not listed on the Bid Summary sheet and exceed $5,000, SBBC departments or schools ("end-user") will request a quote from three (3) Awardees (2 of the 3 Awardees must be certified S/M/WBE vendors*). Awardees will provide a quotation within three (3) business days of request. End-users will submit a completed Vendor Selection Form with their requisition in SAP (SBBC's ERP system) to generate a PO to the selected Awardee(s).

   *Unless no certified S/M/WBE vendors are Awardees. If the certified S/M/WBE vendor does not provide a quote within 3 business days, the end-user will submit documentation of the attempt (email, etc.) with the Vendor Selection Form/quotes and contact a non-certified Awardee for a quote.

8. **LICENSE REQUIREMENTS:** Bidders must supply a copy of a current license, registration or appropriate document with the bid or upon request, in the following areas:

   A. State of Florida: Pursuant to the provisions of Chapter 633, Florida Statutes, awardee's staff working at SBBC sites must be registered with the State of Florida as Water-Based Fire Protection Inspectors in order to perform inspections of SBBC Water-Based Fire Protection Systems, pursuant to the provisions of Florida Administrative Code 694-46,04 1 .

   B. Broward Countv: License , at a minimum, must be: Fire Sprinkler Contractor ll or Fire Protection System Contractor II

   C. Broward Countv: Occupational License in the category "Contractor"

9. **EMERGENCY ORDERS:** Emergency orders are defined as situations where immediate purchases are required to prevent the loss of service to alleviate the possibility of a situation that would adversely and unduly affect the safety, health, or comfort of a building, occupants, or otherwise cause loss to the District. In the event of an emergency, the District may select, at their discretion, a vendor from the Awardees to provide products/services.

10. **INSPECTIONS:** Per NFPA 25: Fire sprinkler inspections are to be performed quarterly (3 times/year), annually(1 time/year), and require an 5 year internal inspection. In addition, fire pumps and backflow preventers are to be inspected annually. An inspection schedule will be provided to awardee once the bid is awarded.

11. **RE.INSPECTION:** All work shall be coordinated with the Principal and/or Supervisor of Mechanical Equipment or their designees. Prices quoted shall be inclusive of any re-inspections (See Section 6, Bid Specification 4B).

12. **FIRE SPRINKLER PARTS**: Awardee shall furnish a current parts price list/catalog with list pricing. Parts price list/catalog with pricing shall be submitted upon request and may be in an electronic form. The submitting bidder(s) must indicate in the bid summary, group 6 section, a fixed percentage discount off current manufacture/s price list, The discount percentage shall remain firm throughout the contract period, If the price list//catalog has more than one pricing column, the submitting bidder(s) should indicate the price column to which the discount pricing applies, When the price list/catalog is updated by the manufacturer, awardee shall forward the updated price list/catalog to the PPO Supervisor, Mechanical Equipment, 3810 NW 10t'Avenue, Ft, Lauderdale, Florida 33309. Failure on the part of the awardee(s) to furnish current price list/catalog updates will result in all parts payments being based on the last price list update received and increases billings will not be honored.

# SECTION 3 – SPECIAL CONDITIONS (continued)

13. **SUBCONTRACTING**: Awardee **may not subcontract** Fire Sprinkler Systems work without the express written approval of the PPO Supervisor assigned. Subcontractors, if employed by the awardee, must be in compliance with all licensing and certification requirements, as well as be in compliance with the security clearance requirements set forth in General Conditions, in order for the awardee to obtain approval to utilize any subcontractors.

14. **DELIVERY:** All assigned work must be completed within the agreed upon timeframe after receipt of the "Notice to Proceed", Prior written approval, by the PPO Supervisor assigned, will be necessary to extend this timeframe for larger jobs. All changes must be in writing and approved by the PPO Supervisor assigned two (2) business days prior to the change in the project. The school's Principal or designee shall also be notified two (2) business days before work starts by the awardee.

15. **ACCEPTANCE OF MATERIALS:** The material delivered under this ITB shall remain the property of the Awardee until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein and be fully in accordance with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request to the Awardee and return the product to the Awardee at the Awardee's expense. The Awardee will be responsible for picking up defective/rejected materials. After 30 days of notification to the Awardee, if the materials are not removed, they become the property of SBBC. The Awardee shall be responsible for any disposition charges, where applicable.

16. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the Agreement period for each item and are not a guarantee. Actual quantities ordered throughout the Agreement period may be greater or less than the bid estimates and shall be furnished at the fixed Agreement price. Purchases shall be requested as needed throughout the Agreement period, and as few as one each may be ordered at one time except where minimum orders are specifically stated on the Bid Summary Sheet(s).

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, war, 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. In the event that a vendor does not provide goods or services due to Force Majeure for an agreement awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

18. **ADDING OR DELETING SITES/SERVICES:** SBBC may, during the term of the contract, add or delete service, wholly or in part, at any SBBC site. If a site listed herein is deleted, the quoted cost for the service/repair/part(s) being deleted shall be removed from the monthly Invoice amount. If a site not listed herein is added to the contract, the Bidder shall invoice the same amount as prices quoted herein for similar service/repair/part

19. **LOCAL REPAIR FACILITY:** In order to be considered for an award, Bidder must have a local repair facility that can respond to service calls. For the purpose of this bid, "LOCAL" repair station means a location in Broward, Miami-Dade or Palm Beach County. Complete Section 8, **Attachment G**, indicating service center location and contact information.

20. **INSPECTION OF FACILITIES:** In order to be considered for an award, Bidders shall have adequate local stock to supply the requirements of this ITB at the time of bid opening. Therefore, SBBC reserves the right, prior to recommending this bid for an award, to inspect Bidder's facilities to determine if, in the opinion of SBBC's representative, the Bidder's local stock is adequate to meet the requirements of this bid. Adequacy of local stock shall be a determining factor in an award to assure SBBC of the delivery of items specified within. 3-5 business days after receipt of an order. If, in the opinion of SBBC's representative, it is determined that local stock is not adequate to meet the requirements of this ITB, based upon an inspection of Bidder's facilities, a recommendation shall be made to reject the bid of the vendor(s) not meeting this requirement.

21. **FLORIDA BIDDING PREFERENCE**: General Condition 1.d) does not apply to this Bid as no personal property is being purchased.

## SECTION 3 – SPECIAL CONDITIONS (continued)

22. **INVOICES:** Delivery copies, packing slips, and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this Agreement and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Invoices are to be mailed 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 or to the address indicated on the Purchase Order, and emailed to FRDAPHELP@BROWARDSCHOOLS.COM.**
    i. Material release number OR the control number
    ii. Purchase Order number
    iii. A complete description of the items
    iv. Itemized list price
    v. Total dollar amount shall be net
    vi. IV: Itemized retail list price
    vii. V: Percentage discount applied per item
    viii. VI: Final price with discount
    ix. VIII: Total invoice dollar amount shall be net

    Material back-ordered should be clearly indicated on the packing slip. Schools, departments, and centers reserve the right to cancel back-orders at any time and purchase from another vendor.

23. **ACH PAYMENTS:** Payments will be made to Awardee(s) by SBBC via ACH (Automated Clearing House) for automatic deposits (credits) after goods or services are provided by the Awardee in accordance with bid requirements. To facilitate payments being directly deposited, the ACH Payment Agreement must be submitted to achrequests@browardschools.com. New vendors can do this as part of the supplier registration process described below. Vendors already registered on SBBC's eProcure Online Supplier Portal can update their information by downloading a copy of the ACH Payment Agreement and submitting the completed form to the Purchasing Help Desk email stated above.

24. **SUPPLIER 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 https://www.browardschools.com/supplierselfregistration. Purchase Orders or payments cannot be issued to the Awardee without an SAP Vendor number, which is issued after completion of the Online Supplier Portal registration process. Training materials are available via our website at https://www.browardschools.com/PWS (if needed).

25. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.

26. **LEAD-FREE STATEMENT:** All material supplied to SBBC must be 100% lead-free. Bidder, by virtue of signing the bid, certifies that only materials or equipment that is 100% lead-free shall be supplied to SBBC. **No bid shall be considered unless this is agreed to by the Bidder.**

27. **VALUE:** No guarantee as to the dollar amount of this bid is implied or given. SBBC is not obligated to place any orders with any Awardee participating in this bid. However, all SBBC locations will be urged to refer to catalogs and fixed percentage discounts. Awardee(s) to fill their orders at the lowest price.

28. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three (3) years of the Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted in writing thirty (30) calendar days before the third-anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice will be returned to the Awardee for correction.
    a. The Director, Procurement & Logistic Operations, may, in the Director's sole discretion on behalf of the SBBC, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace.

## SECTION 3 – SPECIAL CONDITIONS (continued)

Consideration for any pricing adjustment shall require the vendor to provide irrefutable evidence that ALL the following circumstances exist:

i. The volatility is due to causes wholly beyond the vendor's control and
ii. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
iii. The effect on pricing or availability of supply is substantial, and
iv. The volatility so affects the vendor that continued performance of the Agreement would result in a substantial loss.

Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing

**29. PRICE REDUCTIONS:** Awarded vendors may offer SBBC, at any time during the period of the Agreement, additional discounts from the prices offered in this ITB and invoice less than the prices offered in their submitted bid. If, from the date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bidding product, the lowest of these reduced prices shall be extended to SBBC.

**30. PROTECTION OF WORK, PROPERTY, AND PERSONNEL:** The 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 unless caused by SBBC. SBBC may withhold payment or make such deductions as it might deem necessary to ensure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.

**31. WARRANTY:** The Awardee shall fully guarantee the cost of parts and labor (except for abusive or operator-incurred damage, which could have been avoided by referring to the instructional manual) for a period of **one year for all items** after the date of delivery and installation to provide SBBC with an **"on-site"** warranty. In the event of a dispute on requested repairs between SBBC and the Awardee, SBBC's decision shall be final and binding on both parties.

**32. CANCELLATION:** In addition to the violation of any term, condition or specification, any contract awarded as a result of this Invitation to Bid will be subject to cancellation at any time by SBBC for one or more of the following reasons:

a. Failure to respond or failure to provide scheduled services within agreed upon time frames.
b. Use of service personnel that are NOT qualified to perform services specified by this subject contract.
c. Technicians 'workmanship unsatisfactory, unacceptable attitude or behavior by technicians, unsatisfactory communication by technicians or unacceptable appearance of service personnel.
d. Failure to maintain and/or furnish required records on equipment repaired, serviced or inspected.
e. Excessive labor in conjunction with the Inspection and Repair of Fire Sprinkler Systems.
f. Unsatisfactory evaluation by designated School Board representative monitoring technicians' performance when equipment is being serviced.

**33. W-9 FORMS:** All Bidders are requested to complete a W-9 form, which can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf, and submit it with their bid.

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# SECTION 4 – SPECIFICATIONS & BID SUMMARY (PRICING)

1. **BID SUMMARY (PRICING) SHEET:** Complete the attached Excel spreadsheet "Bid Summary Sheet" electronically. If a correction is needed to the Excel spreadsheet, contact the Purchasing Agent as soon as possible. Do not try to re-create or alter the spreadsheet. No handwritten summary sheets will be accepted. The Excel Spreadsheet contains three (3) tabs. The Excel spreadsheet indicates the specific cell that will be used for award purposes.

2. The Bid Summary Worksheet must be submitted, in time for bid opening, both with the original bid's hardcopy and PDF file as well as a separate electronic file attachment in Excel (.xls) format using electronic storage media (e.g. USB memory sticks/thumb-drives).

3. The following is a list of the tabs contained in the Excel spreadsheet and screenshots:

   **TAB 1 - COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the "Company Representative" tab, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, for the purpose of requesting quotes, follow up on delivery, invoicing, or service questions/concerns.

   **TAB 2 – GROUPS 1-6:** Bidders must fill individual price per unit to be considered for award.

   **TAB 2 – CATALOG DISCOUNT:** Vendor MUST fill out the attached "Catalog Discount" tab with the corresponding firm-fixed percentage discounts, and website if available. Submit pricing in Excel format electronically in Demandstar.

   **TAB 3 – ADDITIONAL INFORMATION**: Fill out the "Additional Information" tab if needed.

4. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.

## BID SPECIFICATIONS

1. **WORK SCHEDULE:** The awardee will receive an inspection schedule from an authorized SBBC representative. Systems without current certifications are required to be inspected first. All quarterly inspections requiring flow testing must be coordinated with the SBBC Fire Alarm Department. Flow testing must be performed after regular school hours, vacation periods or holiday breaks.

2. **TESTING AND CERTIFICATION:** Contractor shall visit all locations to perform inspection, testing and certification of automatic fire sprinkler systems as per Florida State Regulation 6A-2.81, and in accordance with NFPA-25 (National Fire Protection Agency) codes, Sprinkler Systems, latest edition and NFPA-25, Sprinkler Systems Care and Maintenance, latest edition as required by the State Requirements for Educational Facilities (SREF). All testing, certification and repairs shall be in accordance with NFPA-1 codes. **Bidders must supply with the bid "sample inspection forms" that will be used for: fire sprinkler, fire sprinkler backflow, and fire pump inspections and they must be approved by SBBC prior to use.**

3. **INSPECTION AND TESTING:** The inspection and testing shall be performed by a licensed and certified sprinkler contractor. Any request for inspection made by the authorized SBBC representative shall be completed within **ten working days of request.**

4. **REPAIRS:**

A. If it is determined, upon inspection, that repairs are required before certification can be obtained, the awardee must provide SBBC with a detailed report on needed repairs to the fire sprinkler system. The report submitted shall include the following information:
   1) Name of location inspected
   2) Date of original inspection
   3) Detailed specifications of needed repairs to system
   4) Estimated cost to make needed repairs

Prior to beginning repairs, awardee must submit a quote for the requested work and receive an approval to proceed from the Physical Plant Operations Supervisor.

B. If repairs are necessary before fire sprinkler system can be certified, the fire sprinkler contractor must re-inspect the system after repairs are made. If repairs have been made by another vendor, the awardee for inspections will be notified that re-inspection can be made. Prices quoted on the Bid Summary Sheet shall be inclusive of any re-inspections (see Special Condition 16). Re-inspection, when required, must be completed within **20 days** after notification.

**NOTE:** After all inspections/repairs are made and certifications obtained, a complete annual report is to be submitted to the Supervisor of Mechanical Equipment, Physical Plant Operations, 3810 N. W. 10 Avenue, Fort Lauderdale, Florida 33309 **no later than July 1st of each year**.

5. **CERTIFICATION:** Proper certification reports **MUST BE** issued for each individual school and must be permanently posted near the inspection point stating the following:

A. Date of inspection

B. Name of inspector

C. Registered fire sprinkler contractor's I.D. number

This is to be done either at the time of original inspection when system is found in operating condition or at the time of re-inspection after all needed repairs have been made.

6. **PAYMENT:** Only after systems are operating properly and are certified will payment be made. Invoice should state date and location of inspection and submitted in duplicate to Physical Plant Operations. Payment on the inspection of systems that require repair **WILL NOT** be paid until system is re-inspected and certified.

7. **SBBC FISH NUMBERS:** Awardee(s) shall indicate FISH (Florida Inventory of School Houses) numbers, which identify the room location for either the inspection or the repairs on their invoices.

8. **WORK ORDERS:** Work orders will be submitted to the awardees. The work orders' priority will be coded as follows:

1 - IMMEDIATE RESPONSE NEEDED. Awardees must provide a phone number for emergency after hour repairs.
2 - Work needs to be started within 48 hours
3, 4, 5, or 6 - Work will be scheduled as necessary

All work orders coded 1 need an immediate response and should be prioritized accordingly.

# SECTION 5 – MINIMUM INSURANCE REQUIREMENTS

**Insurance Requirements.** The Awardee shall comply with the following insurance requirements throughout the term of this Agreement.

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.

2. **Workers' 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).

3. **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 the 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 the insured acquires any vehicles throughout the term of this Agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

4. **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. **Verification of Coverage** Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). YOU MUST RECEIVE A NOTICE OF COMPLIANCE.
   i. New vendors will receive an email notification requesting account verification and insurance agent information.
   ii. Existing vendors will receive an email notification of the current status.

5. **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
   i. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
   ii. All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.
   iii. Certificate Holder: **The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301**

6. **Cancellation of Insurance.** Awardee is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if the required insurance is canceled.

7. **Acceptability of Insurance.** The School Board of Broward County, Florida, 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.

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# SECTION 6 – ECONOMIC DEVELOPMENT AND DIVERSITY COMPLIANCE (EDDC)

## SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

**ECONOMIC DEVELOPMENT OPPORTUNITIES & COMPLIANCE DEPARTMENT (`EDOC):** 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, and the results of the 2023 Disparity Study conducted by Keen Independent Research (KIR). The provisions of the Policy apply to all competitive solicitations for Construction, Architectural & Engineering, Professional Services, Goods and Other Services, and any resulting contract documents, including change orders and amendments. For information on E/S/V/M/WBE Certification, contact The EDOC Department at 754-321-0770 or visit www.browardschools.com/edoc.

**Nondiscrimination:** Each Proposer/Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the Proposer/Bidder 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 to this Bid, 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/Bidder on this solicitation and terminate any contract awarded based on the response as a condition of submitting a response to SBBC, the Proposer/Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330.

**Industry–Specific Remedial Affirmative Procurement Initiative (API): Goal Setting Committee (GSC) has assigned the following API:**

In accordance with SBBC Policy No. 3330, and the results of the 2023 Disparity Study conducted by Keen Independent Research the GSC has established an Evaluation Preference For Prime Bidders API. This API is applied, whereas low price is not the only factor considered in contract award, the GSC may reserve from fifteen up to a maximum of twenty (15-20) points of the total available evaluation points for award to a respondent that is a certified E/S/V/M/WBE firm.

***Industry–Specific Remedial Affirmative Procurement Initiative (API): The Goal Setting Committee (GSC) has assigned the following API:***

In accordance with SBBC Policy No. 3330 and the findings of the 2023 Disparity Study conducted by Keen Independent Research, the GSC has established a ***Prime Bidder Pricing Preference*** for contracts related to the purchase of "Goods and Other Services***." A three percent (3%) price preference will be applied if Prime is an EDOC-certified ESVMWBE firm.***

After the application of all other bidder preference laws, any responsive and responsible EDOC-certified ESVMWBE Prime bidder/proposer(s) that meet the specified requirements, and whose bids fall within three percent (3%) of the lowest non-EDOC-certified bidder, will receive this price preference incentive.

**Documentation and Certification Requirements:**

All bidder/proposer(s) must submit Document 00471 (see Attachment A) at the time of submission.

***In addition,*** all prime bidders/proposers committing to utilizing EDOC-certified subcontractors/subconsultants must also submit the following documents with their proposal :

- Document 00475

- Document 00470
- A copy of each subcontractor/subconsultant's EDOC Certificate.

**Accessing Certified Supplier List and Certification Registration**

The current list of certified E/S/V/M/WBE firms, along with information on how to apply for the district's small business certification program, is available at: www.browardschools.com/edoc.

**Reporting Requirements – Mandatory Post-Award Monthly Compliance Reporting :**

Awarded contracts are subject to mandatory monthly reporting requirements in the **SDOP Management System (SMS)** Reports are required regardless of the level of E/S/V/M/WBE subcontractor participation. *Reporting must include:*

- All payments received from the District or under the awarded contract (e.g., District payments, premium fees, grant funds, or parent fees).
- All payments made to certified E/S/V/M/WBE subcontractors identified in the proposal, as applicable.

NOTE: Any modification made to the subcontracting plan, including the replacement, removal, or termination of an E/S/V/M/WBE subcontractor, must be submitted through the **SDOP Management System (SMS)** and approved by the EDOC Department prior to implementation.

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# SECTION 7 – GENERAL CONDITIONS

7.1 **LIABILITY: This General Condition of the ITB is NOT subject to negotiation or exemptions, and any proposal that fails to completely accept these conditions shall 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 up to the limits of Section 768.28, Florida Statutes, 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 Awardee, 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**" (Section 1.0) **must be completed, either manually or digitally signed (in blue ink, preferably), and returned with your submitted proposal in order to be considered for award.** Electronic signatures on bid documents will be accepted pursuant to Section 668.004, Florida Statutes. To be considered, all proposals must be delivered in a sealed envelope (package, box, etc.), clearly marked with the words "Proposal Documents," Invitation to Bid (ITB) number, and the title of the ITB and received in the Procurement & Logistic Operations Department no later than the specified date and time for the Invitation to Bid opening.

7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the ITB and all attachments thereto are received and all Addendum released are received prior to submitting a proposal without regard to how a copy of this ITB was obtained.

It is the responsibility of the Proposer to make sure the original proposal matches the digital copy as requested in the ITB. 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 (package, box, etc.) with the ITB number and name clearly typed or written on the front of the envelope (package, box, etc.). Proposals must be time-stamped in the Procurement & Logistic Operations Department on or before 2:00 p.m. ET on the date due for the proposal to be considered**.** Proposals will be opened at 2:00 p.m. ET on the date due as stated in the ITB or Addendum. Failure to submit such a proposal in a timely manner shall disqualify the Proposer, and such proposal will either be returned to the Proposer or stored and unopened. NO FAXED PROPOSALS SHALL BE ACCEPTED. **The School Board of Broward County, Florida (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**

7.2.3 **EXECUTION OF PROPOSAL:** The proposal must contain an original manual or digital signature (in blue ink) of an authorized representative who can bind the company to the requirements of the ITB in the space provided on the **Required Response Form** (Section 1.0). All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the ITB.

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 an opinion should permit SBBC's reliance on such an 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, along with the proposal, shall result in the proposal being considered "non-responsive" and rejected.

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 & LOGISTIC OPERATIONS on or before 2:00 p.m. ET on the date due (See Calendar Section 2.0)**. 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 & Logistic Operations 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 has been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been filed in a timely manner. (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 ITB. 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 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 ITB. 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, the 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 ITB 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 within thirty (30) days after the award of the ITB. All sample(s) will be disposed of after thirty (30) days after the award of the ITB.

Each individual sample must be labeled with the Proposer's name, ITB Number, and item number. Failure of the Proposer to either deliver the required sample(s) or to clearly identify samples as indicated may be a reason for rejection of the proposal item. Unless otherwise indicated in the ITB, sample(s) should be delivered to the Procurement & Logistic Operations Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704.

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 the actual date of delivery is specified (or specified delivery cannot be met), show the number of days required to make delivery after receipt of the Purchase Order in the 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 & Logistic Operations Department as requested in the Conditions of the ITB, Information. If necessary, an Addendum will be issued. (Section 3, Special Condition 2)

7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its 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 & Logistic Operations Department reserves the right to withdraw this ITB at any time prior to the time and date specified for the ITB opening. The Evaluation Committee reserves the right to reject any or all proposals received when there is sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or group of items unless qualified by the Proposer. All awards made as a result of this ITB shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida and must have a 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:** The proposal opening shall be made public on the date and at the time specified in the ITB. Any proposal(s) received after that time shall not be considered for award. (See Required Response Form Section 1.0)

7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results therefrom 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 the** destination unless otherwise provided in the ITB. 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 the product at the 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 free of damage or defect, and properly invoiced. Services will be paid after they have been performed and meet the requirements of the ITB. 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 that 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 Conflict 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:** The 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 5.0 of this ITB. The Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy, including product liability. (Refer to the Special Conditions of the ITB 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. (Section 5.0)

**7.17 LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the ITB Opening Date, the Proposer must have all Licenses, Certifications, and Registrations required when performing the services as described herein in order for a proposal to be considered a responsive and responsible proposal. Licenses, Certifications, and Registrations required for this ITB 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. The proposer must submit a copy of all its current Licenses, Certifications, and Registrations required as described herein, either with its proposal or within five (5) working days of notification.

7.18 **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.

*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 & Logistic Operations Department within five (5) working days of such suspension, revocation, or expiration. However, such suspension, revocation, or expiration after the date of the ITB opening shall not relieve the Awardee of its responsibilities under a contract awarded under this ITB.*

7.19 **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 ITB; then
b) Addenda released for this ITB, with the latest Addendum taking precedence; then
c) The ITB; then
d) Awardee's proposal.

7.19.1 **DISPUTES:** In the event of any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.

7.20 **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, patents, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

7.21 **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.

7.22 **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.

*7.23* ***NONDISCRIMINATION:*** 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.

7.24 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this ITB shall be new unless otherwise specified. The items bid must be new, the latest model of the best quality, and the 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, shopworn, demonstrator, prototype, or other types of product(s) of this kind are not acceptable and will be rejected.**

7.25 **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 an ITB 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

7.25 (continued) the School Board occasioned by the 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.

7.26 **CANCELLATION:** In the event any of the provisions of this ITB are violated by the Awardee, the Director of Procurement & Logistic Operations shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five (5) business days (or as required), a 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 or emailed to FRDAPHELP@BROWARDSCHOOLS.COM. Payment will be made a minimum of thirty (30) calendar 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 to determine 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 desirable that all building materials, pressed boards, and furniture supplied to the school board be 100% formaldehyde-free.** Proposer, by virtue of bidding, certifies by signing the proposal that, if awarded this ITB, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** will be supplied.

7.32 **ASSIGNMENT:** Neither any award of this ITB nor any interest in any award of this ITB may be assigned, transferred, or encumbered by any party without the prior written consent from the Director, Procurement & Logistic Operations. There shall be no partial assignments of this ITB, 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 ITB for the period of time necessary for SBBC to release, award, and implement a replacement ITB for the goods, products, and/or services provided through this ITB. Such extension shall be at the same prices, terms, and conditions as existed 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 (6) 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.

When a subsequent contract award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any contract awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until the new award under protest can be approved by the School Board.

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 ITB must be in the same format as any Purchase Order released as a result of the award of this ITB. **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 incorrect and will be returned to the vendor by the accounts payable department for correction. The address for submitting invoices is included in the Purchase Order.

7.36 **PURCHASE AGREEMENT:** This ITB, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different from those contained in this ITB, 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 from those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, the 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 the Awardee's equipment, and all access privileges must be revoked. The 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 the submission of a bid proposal. **For information on S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or http://www.browardschools.com/Page/58686**.

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 (3) requirements identified above.** This background screening will be conducted by SBBC in advance of the Awardee or its personnel providing any services. The 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 the Awardee and its personnel. The Parties agree that the failure of the 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 an SBBC photo identification badge is requested must be registered on 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. **The applicant enrollment and scheduling website is www.fieldprintbrowardschools.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting, and an FBI background check can be found at the following website:

**https://www.browardschools.com/Page/35284**
Click on the link for Fieldprint Codes and Pricing.

7.39 (continued) Payment options can be made by electronic check (e-check), Visa, MasterCard, or use of an established escrow account code.

**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 (1) year from the 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 ITB or any Addenda subsequently released thereto shall file a notice of intent to protest, in writing, **within 72 hours after the electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten (10) 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 from 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 3800, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3800, Part XII, 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 3800 shall be filed at the office of the Director, Procurement & Logistic Operations, 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:** ITB Recommendations and Tabulations will be posted on www.demandstar.com **SEE SECTION 2.0 - CALENDAR** and will remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations are changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of ITB 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 ITB tabulation and shall file a formal written protest within ten (10) 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 from 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.**

7.41 **(continued) 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 3800 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3800, Part XII, 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 3800 shall be filed at the office of the Director, Procurement and Logistic Operations, 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 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the Purchase Order number/control number. Failure to provide a packing slip attached to the outside of the shipment will result in the refusal of shipment at the vendor's expense.

7.43 **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.

7.44 **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).

7.45 **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.

7.46 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with ITB conditions and specifications at any time. Items delivered that do not conform to ITB conditions or specifications may be rejected and returned at the vendor's expense. Services not conforming to ITB specifications shall be corrected and performed again to meet the specifications of the ITB at the expense of the Awardee. Goods or services not delivered as per the delivery date in ITB 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 (2) years, any proposal submitted by the vendor will not be considered and will not be recommended for award.
c) All departments are advised not to do business with vendors.

7.47 **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 & Logistic Operations 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 & Logistic Operations. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the 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

7.47 (continued) time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3800, Part VIII, 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.**

7.48 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this ITB by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

749 **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.

7.50 **SEVERABILITY:** In case any one (1) or more of the provisions contained in this ITB shall be for any reason 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 ITB shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

7.51 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement & Logistic Operations for the distribution of all competitive solicitations, including ITBs and RFPs. It is the responsibility of all interested parties to ensure they have received all necessary documents, including the Addenda, and have included all necessary information in 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.

7.52 **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.

7.53 **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 (1) year after resignation or retirement or expiration of their term of office.

7.54 **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.

7.54 (continued) 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 (1) 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 ITB, 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.

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.

Every time a proposal that includes a reference to this Form is submitted, a new Form is required. Any proposal that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Required Response Form.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of the proposal submitted.**

7.55 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days prior written notice that The School Board is terminating the contract award.

7.56 **TIE BID PROCEDURES:** When identical points are received from two (2) or more vendors and all other factors are equal in point value, priority for an 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 School Board of Broward County, Florida, M/WBE certified vendor;
c) The Broward County Certified Minority/Women Business Enterprise vendor;
d) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
e) The Florida Certified Minority/Women Business Enterprise vendor;
f) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
g) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
h) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
i) If the application of the above criteria does not indicate a priority for an award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement & Logistic Operations, and the tie low bid vendors are invited to be present as witnesses.

Included as a part of the ITB 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.

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. Confidentiality of 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,

7.57 (continued) 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, the Awardee agrees to provide the District with a written summary of the procedures the Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with the Awardee.*

7.58 **PUBLIC INSPECTION OF PROPOSALS:** Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this ITB shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until the 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 ITB 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 ITB shall constitute a waiver by the 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 the Proposer's response to the ITB. SBBC will provide for the inspection or copying of 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 ITB 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 initiate such legal proceedings in a timely manner shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials.
By submitting a response to this ITB, 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 the 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 non-disclosure.

7.59 **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, war, 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. In the event that a vendor does not provide goods or services due to Force Majeure for a contract awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

7.60 **GRATUITIES**: Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC, including any School Board Member, Superintendent of Schools, and any Evaluation Committee Members, for the purpose of influencing consideration of their Proposal.

7.61 **PREPARATION AND COST OF PROPOSAL:** The proposer is solely responsible for any and all costs associated with responding to this ITB. SBBC will not reimburse any Proposer for any costs associated with the preparation and submittal of any Proposal or for any travel and per diem costs that are incurred by any Proposer

7.62 **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Awardee(s) shall keep and maintain public records required by SBBC to perform the services required under this contract. Upon request from SBBC's custodian of public records, Awardee(s) shall provide SBBC with a copy of any requested public records or 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. Awardee(s) 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 contract's term and following completion of the contract if Awardee(s) does not transfer the public records to SBBC. Upon completion of the contract, Awardee(s) shall transfer, at no cost, to SBBC all public records in possession of Awardee(s) or keep and maintain public records required by SBBC to perform the services required under the contract. If Awardee(s) transfers all public records to SBBC upon completion of the contract, Awardee(s) shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Awardee(s) keeps and maintains public records upon completion of the contract, the Awardee(s) 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 ITB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE ITB, 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.**

7.63 **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 ITB Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this ITB Agreement to register with and use the E-Verify system to verify the work authorization for all employees subcontractor hires during the course of this ITB 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 will immediately terminate the ITB Agreement. Termination pursuant to this section is not a breach of this ITB Agreement and may not be considered as such.

7.64 **DEFAULT**: The parties (SBBC and Awardee) agree that if either party is in default of its obligations under this ITB, 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 ITB 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 7.55. If the default is not cured by the Awardee, the steps in section 7.46 shall be taken.

**END OF THIS SECTION**

# SECTION 8 – FORMS AND ATTACHMENTS

Please fill out all the attachments below. Some attachments must be notarized.

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT OPPORTUNITIES & COMPLIANCE DEPARTMENT (EDOC)

***This form is Mandatory and must be completed and submitted with bid proposal.***

**Document Number 00471**

**Bidder/Proposer Assurance Statement**

| **SOLICITATION #:** |
|---|

| **SOLICITATION TITLE:** |
|---|

**NOTE TO BIDDERS:**
**All Bidders/Proposers must complete Document 00471 at the time of Bid submission (Attachment A)**

**INSTRUCTIONS**: *The Bidder/Proposer Assurance Statement must be submitted with Proposal/Bid submission. The EDOC Department requires documentation to confirm the Bidder/Proposer is a District Certified Emerging, Small, Veteran, Minority or Women Owned Business Enterprise (E/S/V/M/WBE). EDOC's E/S/V/M/WBE Certificate must be submitted with proposal/Bid submission.*

COMPANY NAME: _____

NAME OF BIDDER/PROPOSER _____

1. Is the Bidder/Proposer aware of the Affirmative Procurement Initiative assigned to this solicitation, if applicable? Yes ☐ No ☐
2. **Is** the Bidder/Proposer an EDOC Certified ESVMWBE Firm: Check Mark Appropriate Box: Yes ☐ No ☐
3. **Is** Bidder/Proposer Committing to Participation in Subcontracting with SBOC Certified E/S/V/M/WBE?

   Check Mark Appropriate Box: Yes ☐ No ☐

**If YES to Question #3 Please complete and submit Documents 00470 and 00475 – *Click on the link below to download EDOC Forms:***

**Link to download Forms:**

Document 00470 – **Statement of Intent to Perform as an S/M/WBE Subcontractor**.
https://www.browardschools.com/fs/resource-manager/view/d4cccf8b-cf7b-49e3-b6a8-aa92b9f821f8

Document 00475 – **Small/Minority/Women Business Enterprise Subcontractor Participation Schedule**:
https://www.browardschools.com/fs/resource-manager/view/7d7ed411-aa3c-44f0-b650-d1d4aa6b7e33

**Post – Award Monthly Compliance Monitoring/Reporting Requirements.**
***Click the link below to access the Supplier Management System (SMS) to submit Mandatory monthly reports.***
Document Link: SDOP Management System (SMS)

I attest that I have read, understood, and will comply with the EDOC Requirements.

Name/Title: _____

Signature: _____ Date: _____

# ATTACHMENT B – CONFLICT OF INTEREST

**IT MUST BE COMPLETED BY ALL BIDDERS.**

## DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Bidder must disclose in its Bid the names of any employees who are employed by Bidder and are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

| Name of Bidder's Employee | SBBC Title or Position of Bidder's Employee | SBBC Department/ School of Bidder's Employee |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Bidder and who are also employees of SBBC have been identified above.

_____ _____

Electronic or Handwritten Signature Company Name

## [THIS SPACE IS INTENTIONALLY LEFT BLANK]

# ATTACHMENT C – DEBARMENT

**IT MUST BE COMPLETED BY ALL BIDDERS.**

## CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION OF 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 THE INSTRUCTIONS ON THE 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 any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Electronic or Handwritten Signature(s) Date

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

# INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT C

1. By signing and submitting this proposal, the prospective lower-tier participant will provide the certification set out below.
2. The certification in this clause is a material representation of the 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 whom 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 whom 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 the 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 are 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 voluntarily 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.

# ATTACHMENT D – DRUG-FREE WORKPLACE

**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 ELECTRONICALLY OR IN HANDWRITING.

I am making a good-faith effort to continue to maintain a drug-free workplace through the implementation of this section.

**Under penalties of perjury, I declare that I have read the foregoing Sworn Statement Pursuant to Section 287.087, Florida Statutes, and that the facts stated in it are true.**

_____

Electronic or Handwritten Signature

# ATTACHMENT E – WORKERS' COMPENSATION AFFIDAVIT

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

## WORKERS' COMPENSATION AFFIDAVIT

### CERTIFICATION OF THE NUMBER OF EMPLOYEES

_____ (Bidder 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.

**Under penalties of perjury, I declare that I have read the foregoing Workers' Compensation Affidavit and that the facts stated in it are true.**

Electronic or Handwritten Signature: _____

Print/Type Name: _____

Title: _____

# ATTACHMENT F - AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

**MUST BE COMPLETED BY ALL PROPOSERS**

Respondent Vendor Name:_____

Vendor FEIN::_____

Vendor's Authorized Representative Name and Title:_____

_____

Vendor Address:_____

City:_____ State: _____ ZIP Code: _____

Phone Number:_____

Email Address:_____

**Section 787.06 Florida Statutes** requires all nongovernmental entities executing renewing or extending a contract with a governmental entity to provide an affidavit signed by and officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor on services as defined I that statute. **The School Board of Broward County, Florida** is a governmental entity for purposes of this 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 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 define,
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration documents, 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 1 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 affidavit regarding the use of coercion for labor and services and that the facts stated in it are true.**

Electronic or Handwritten Signature: _____

Print/Type Name: _____

Title: _____

# ATTACHMENT G

**LOCAL REPAIR/SERVICE FACILITY** (See Section 3, Special Condition 19)

_____
Name of Authorized Service Center

_____
Address

_____
Telephone Number

_____
Contact

_____
Area Representative

_____
Telephone Number

# ATTACHMENT H – DEMANDSTAR REGISTRATION INSTRUCTIONS

To register for free as a vendor in the DemandStar Platform, you must complete the registration form.

1. Navigate to the DemandStar page by going to https://www.demandstar.com/app/registration.
2. On the Get Started! Create your free DemandStar account page, and fill in your E-mail address and your Company Name.
3. Read and accept the Terms of Use and Privacy Policy.
4. Choose your Free Agency: Please type Broward County Public Schools and, select it, and click next.
5. Input your Company Contact Information and click Submit.
6. Input your Contact Information and click Submit.
7. An email will be sent to you to confirm your account.
8. If you need further assistance, please contact DemandStar Support at support@demandstar.com or call (206) 940-0305.

# SECTION 9 – STATEMENT OF "NO BID"

If your company is not submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, before the Bid Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Logistic Operations
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information shall help SBBC prepare for future bids.

Company Name: _____

Contact:_____

Contact's Email: _____

Telephone: _____

| ✓ | **Reasons for "No Bid":** |
|---|---|
| ☐ | Unable to comply with product or service specifications. |
| ☐ | Unable to comply with the scope of work. |
| ☐ | Unable to quote on all items in the group. |
| ☐ | Insufficient time to respond to the Invitation to Bid. |
| ☐ | Unable to hold prices firm through the term of the Agreement 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 ITB**

# PROCUREMENT & LOGISTIC OPERATIONS

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com https://www.browardschools.com/bcps-departments/plo


1/20/2026

**ADDENDUM NO.** 1

**ITB** ITB26-120

**BID NAME:** Inspection and Repair of Fire Sprinkler Systems

**TO ALL BIDDERS:**

This Addendum amends the above-referenced **ITB** in the following particulars only:

1. Attached are the responses to the questions received.
2. The Bid Due Date is changed to January 26, 2026 on or before 2:00 pm. E.T.
3. The Posting of Recommendation is changed to February 2, 2026 at 3:00 pm. E.T.

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Bidder Acknowledgemnt Form", Section 1 of **ITB** ITB26-120 Bidder certifies acceptance of this Addendum.

Sincerely,

*Edgar Lugo*

Edgar Lugo
Manager, Construction Sourcing

**QUESTIONS & ANSWERS**

- **QUESTION #1:** Please confirm that this contract applies only to water-based fire sprinkler systems, including associated fire pumps and fire backflow preventers, and excludes dry chemical systems, fire extinguishers, and non–water-based systems.

  **ANSWER TO QUESTION #1:** Yes, only water-based fire sprinkler systems**.**

---

- **QUESTION #2:** Who is responsible for performing monthly and quarterly inspections of fire pumps under this contract?.

  **ANSWER TO QUESTION #2:** The fire pumps are inspected annually. The Contractor would be responsible.

---

- **QUESTION #3:** Are sprinkler systems that are installed but not yet active or awaiting final acceptance required to be included in inspections?

  **ANSWER TO QUESTION #3:** New installs are under warranty for 1 year and after that they are turned over to SBBC. At that point they would be added to the inspection list.

---

- **QUESTION #4:** Please confirm whether annual inspections must be completed between March 1 and July 1 each year.

  **ANSWER TO QUESTION #4:** No, Annual inspections are performed through out the year.

---

- **QUESTION #5:** How many days from contract award does the Contractor have to complete all annual inspections, testing, and assessments?

  **ANSWER TO QUESTION #5:** **The Contractor will be given a schedule.**

---

- **QUESTION #6:** Are monthly or semi-annual inspections included in this contract, or only quarterly, annual, and five-year inspections?

  **ANSWER TO QUESTION #6:** The contractor will do 3- quarterly inspections and the last one will be the annual. Five-year inspections are not all due at the same time. The Contractor will be given a schedule.

---

- **QUESTION #7:** Are there any antiquated or specialty systems (e.g., pre-action, deluge, older fire pumps) requiring special inspection protocols?

  **ANSWER TO QUESTION #7:** No pre-action or deluge systems. SBBC has a total of 12 sites with fire pumps which require annual inspections.

---

- **QUESTION #8:** Are there any systems or fire pumps currently out of service or not operational?

  **ANSWER TO QUESTION #8:** One, which is in the process of being repaired.

---

- **QUESTION #9:** Can SBBC provide a current inspection interval log by school, showing inspection due dates for each system?

  **ANSWER TO QUESTION #9:** The Contractor will be given a schedule showing which schools are to be inspected. Inspection logs are located in the front office of each school by the fire alarm panel.

---

- **QUESTION #10:** The ITB references approximately 220 locations with 846 risers.

  **ANSWER TO QUESTION #10:** 241 locations with 846 risers.

---

- **QUESTION #11:** The estimated backflow quantity—does this total include ¾" bypass backflows associated with DDCVs?

  **ANSWER TO QUESTION #11:** Yes, it includes the by-pass backflows.

---

- **QUESTION #12:** Do inspections and repairs include only fire and fire-bypass backflows, or also domestic and irrigation backflows?

  **ANSWER TO QUESTION #12:** Only fire and fire-bypass backflows.

---

- **QUESTION #13:** Is there a threshold dollar amount below which repairs may proceed without separate written SBBC approval?

  **ANSWER TO QUESTION #13:** Once the Contractor gives SBBC their deficiency lists, a work order will be created and given to the Contractor. At that point, the Contractor can proceed with work. If the deficiency item on the report exceeds small repairs, then SBBC will request a quote from the Contractor.

---

- **QUESTION #14:** If leaks are discovered during inspections, are such repairs considered emergency work to be performed immediately, or do they require prior approval and scheduling?

  **ANSWER TO QUESTION #14:** The Contractor would contact SBBC and a decision would be made on a case by case basis on whether to proceed.

---

- **QUESTION #15:** Please clarify responsibility for temporary impairments, fire watch coordination, and system tagging.

  **ANSWER TO QUESTION #15:** The Contractor would be notified by email or phone that a fire watch is being requested. The tagging of the system is the responsibility of the Contractor.

---

- **QUESTION #16:** How are latent conditions (e.g., corrosion, MIC, underground failures) treated when discovered during inspections?

  **ANSWER TO QUESTION #16:** SBBC should be notified and a decision would be made.

---

- **QUESTION #17:** Please clarify the Contractor's responsibility for existing code deficiencies versus deficiencies created by new work.

  **ANSWER TO QUESTION #17:** All deficiencies would be listed on the Contractor's report whether existing or new.

---

- **QUESTION #18:** Please confirm that piping and fittings with surface corrosion, but no leaks, obstructions, or NFPA 25 deficiencies, are considered acceptable and may remain in service.

  **ANSWER TO QUESTION #18:** The Contractor will notify SBBC and a decision would be made.

---

- **QUESTION #19:** For equipment over 20 years old but still serviceable, please confirm that replacement is required only upon failure, not proactively.

  **ANSWER TO QUESTION #19:** Replacement equipment requests would be on a case by case basis and a quote would be requested.

---

- **QUESTION #20:** For deficiencies identified during inspections, does SBBC require adherence to the repair timelines established in NFPA 25?

**ANSWER TO QUESTION #20:** All deficiency items that are on the report require a work order. These work orders are processed immediately after receiving the Contractors report which follow the NFPA 25 criteria.

---

- **QUESTION #21:** Does troubleshooting of fire pumps, jockey pumps, and their controllers constitute an emergency service call?

  **ANSWER TO QUESTION #21:** These types of work orders would fall under SBBC 01 criteria.

---

- **QUESTION #22:** Are sprinkler heads required to be sample-tested per NFPA 25 intervals (Standard Response: 50 years then every 10; Quick Response: 20 years then every 10; Dry: 10 years then every 10)?

  **ANSWER TO QUESTION #22:** This would depend on the model of the sprinkler head.

---

- **QUESTION #23:** Is there a current record by building showing when sprinkler head sample testing was last performed?

  **ANSWER TO QUESTION #23:** NO

---

- **QUESTION #24:** Is there a record indicating whether 50% of each building has already been inspected as part of the five-year internal inspection cycle?

  **ANSWER TO QUESTION #24:** On a 5-year inspection, SBBC requires 100% of the building to be completed.

---

- **QUESTION #25:** For the five-year inspection requirement, can it be distributed across the three-year contract term?

  **ANSWER TO QUESTION #25:** Yes, it's broken down in a 3 year cycle.

---

- **QUESTION #26:** Please define the expected response time for Priority 1 emergency calls.

  **ANSWER TO QUESTION #26:** 2 hour response time.

---

- **QUESTION #27:** Are emergency repairs authorized verbally, or is written authorization required prior to work?

**ANSWER TO QUESTION #27:** Verbally with a follow up email.

---

- **QUESTION #28:** Are there any diesel fire pumps requiring weekly inspections under this contract?

  **ANSWER TO QUESTION #28:** NO.

---

- **QUESTION #29:** Please confirm whether repair labor is billed using bid line items, fixed unit pricing, or time and material.

  **ANSWER TO QUESTION #29:** Time and Material.

---

- **QUESTION #30:** Is there a not-to-exceed (NTE) labor rate for emergency or after-hours repairs?

  **ANSWER TO QUESTION #30:** Labor rates should be addressed by the Contractor when bidding. This should include regular hours and overtime/weekend hour labor rates.

---

- **QUESTION #31:** Are freight, delivery, disposal of removed materials, and consumables included in unit prices, or invoiced separately?

  **ANSWER TO QUESTION #31:** They should be included in unit prices.

---

- **QUESTION #32:** Is freight cost allowed to be invoiced for materials?

  **ANSWER TO QUESTION #32:** NO.

---

- **QUESTION #33:** Are foreman, supervisory, operations manager, or service manager hours billable under this contract?

  **ANSWER TO QUESTION #33:** Foreman hours can be billed.

---

- **QUESTION #34:** Is there a maximum allowable markup for materials, labor, or overhead under any approval threshold?

  **ANSWER TO QUESTION #34:** Refer to the bid specs.

---

- **QUESTION #35:** Does the contract cover BSI online fees for uploading backflow inspection reports, or are these billable separately?

**ANSWER TO QUESTION #35:** Contractor's invoice should include the costs of BSI online fees.

---

- **QUESTION #36:** Will SBBC consider inventory held by a local distributor (e.g., Ferguson Fire) as satisfying the "local stock" requirement if the Bidder provides a written supply agreement, guaranteed availability, and 3–5 business day delivery assurance?

  **ANSWER TO QUESTION #36:** YES.

---

- **QUESTION #37:** When replacing system components (e.g., valves, piping, sprinkler heads, FDCs, controllers):
  a. Are shop drawings and engineering required for replacement-in-kind, or only for system modifications?
  b. Are permits required for all replacements?
  c. Must all replacements be inspected and approved by the SBBC District Fire Marshal, or are like-for-like replacements exempt?

  **ANSWER TO QUESTION #37:** a. Only for system modifications. All Fire Pump replacements require drawings and engineering; b. NO; c. Like for like is exempt.

---

- **QUESTION #38:** During the three-year contract term, is custom branding (e.g., emergency contact information) required or permitted on inspection tags or reports?

  **ANSWER TO QUESTION #38:** Yes, it's permitted.

---

- **QUESTION #39:** Were there any change orders or scope modifications under the previous contract that bidders should be aware of?

  **ANSWER TO QUESTION #39:** NO.

---

- **QUESTION #40:** Are prevailing wage or Davis-Bacon Act requirements applicable to this contract?

  **ANSWER TO QUESTION #40:** NO

---

**This concludes Addendum No. 1 for ITB ITB26-120 – Inspection and Repair of Fire Sprinkler Systems. All other terms and conditions remain the same.**

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | 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:**

**ITB-FY22-253 - Calibrate and Repair of Diagnostic Audiological Equipment**

**REQUESTED ACTION:**

**Approve the Second Renewal and Additional Spending Authority of $50,000 for Invitation to Bid (ITB) ITB-FY22-253 - Calibrate and Repair of Diagnostic Audiological Equipment awarded to the following vendor: Alpha-CAL, LLC, for a term that commences on May 1, 2026, and concludes on April 30, 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.

**EXHIBITS:**

- Executive Summary
- Financial Analysis Worksheet
- Renewal Letter
- Evaluation
- Invitation to Bid

**FINANCIAL IMPACT:**

50,000. The new total award amount is $230,315 and is funded by the ESE Specialized Instruction General Department 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: | 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 Feb 24, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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 and the Second Renewal ITB Term**
**ITB-FY22-253 - Calibrate and Repair of Diagnostic Audiological Equipment**

---

**Board Meeting Date:** March 10, 2026

**Requested Action:**
Approve the Second Renewal and Additional Spending Authority of $50,000 for Invitation to Bid (ITB) ITB-FY22-253 - Calibrate and Repair of Diagnostic Audiological Equipment awarded to the following vendor: Alpha-CAL, LLC, for a term that commences on May 1, 2026, and concludes on April 30, 2027.

**School Board Policy Requirement/Authority:**
School Board Policy 4800: Exceptional Student Education Policies and Procedures (P&P)

- Section B.2: Exceptional Student Education Eligibility for Students who are Deaf or Hard of Hearing
- Section B.4: Exceptional Student Education Eligibility for Students who are Dual-Sensory Impaired

**Statutory Requirement/Authority:** Yes, Florida Statute 484.0501 and 484.046 outline the audiometer equipment standards and testing procedures for calibration requirements, and audiological equipment expectations.

**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 continue to efficiently calibrate and repair Diagnostic Audiological Equipment, effectively supporting the health and education of its students in a timely manner. This action is critical because it ensures accurate assessments and timely interventions for students with hearing impairments, directly supporting the District's obligation to ensure all students are ready to learn. Furthermore, approval guarantees the District remains in compliance with state law by meeting the Florida Health Department's mandate for hearing screenings and adhering to Florida Statutes 484.0501 and 484.046 regarding calibration requirements, thereby mitigating the significant legal and ethical risks of non-compliance.
**- If the School Board votes "No":** SBBC will be unable to maintain critical audiological equipment, which directly compromises the accuracy of hearing screenings and evaluations. This failure would cause the District to be immediately out of compliance with state law and violate the Florida Health Department mandate for these screenings, as the equipment maintenance is required by Florida Statutes 484.0501 and 484.046. Consequently, SBBC would be delaying necessary interventions for students with hearing impairments, creating a substantial legal and ethical risk for the District by failing to provide required health services.

**Background/History**
This ITB aims to streamline the calibration and repair of diagnostic audiological equipment across the District. This includes annual calibrations for tympanometers and audiometers. Approval of the recommendation to renew ITB-FY22-253 - Calibrate and Repair of Diagnostic Audiological Equipment and authorize additional spending will enable SBBC to maintain critical audiological equipment, ensuring accurate assessments and timely interventions for students with hearing impairments. This action is statutorily required by Florida Statutes 484.0501 and 484.046 for calibration requirements and audiological equipment expectations. By ensuring annual calibration and repair of diagnostic audiological equipment, the District meets the Florida Health Department mandate for student hearing screenings and avoids the significant risk of being out of compliance with state law. The multi-year Agreement with Alpha-CAL, LLC provides operational efficiency and continuity of service by using a single, vetted vendor, which prevents service gaps and supports the District's obligation to ensure all students are ready to learn.

During the 2025-2026 School Year, three hundred twenty-two (322) audiometers were serviced for public schools and district offices, and forty-four (44) from charter schools (at no cost to the charter schools). Additionally, calibration of the diagnostic equipment and seven (7) sound booths were serviced to ensure that enhanced tools are available for our District Educational Audiologists.

Original ITB Term: May 1, 2022, through April 30, 2025; First Renewal Term: May 1, 2025, through April 30, 2026; Second Renewal Term: May 1, 2026, through April 30, 2027; Emerging/Small/Minority/Veterans/Women Business Enterprise Vendor(s): None.

**Alignment to 2027 Goals and Guardrails:**
Guardrail 3: School Support

**Measurable Outcome(s)/Return on Investment:**
This investment will enable the Broward County School District to meet its obligations to ensure that diagnostic audiological equipment is calibrated and repaired annually to assess the audiological needs of students and conduct evaluations for Deaf & Hard of Hearing eligible students at various school sites throughout the District. Hearing screening is mandated by the Florida Health Department for identified grade levels (Kindergarten, 1st, 6th grade, and any student being evaluated for a suspected disability).

**Financial Impact, Funding Source & Budget Status:**
The additional spending authority requested is $50,000. The new total award amount is $230,315 and is funded by the ESE Specialized Instruction General Department Budget.

| ACTION | DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT | TERM (months) |
|---|---|---|---|---|---|
| Original spending authority request | 04/19/2022 | Yes | ESE Specialized Instruction General Department Budget Fund: 1000 | $130,315 | 36 |
| First Amendment/Renewal – additional spending authority | 02/19/2025 | Yes | ESE Specialized Instruction General Department Budget Fund: 1000 | $50,000 | 12 |
| Second Amendment/Renewal – additional spending authority | 03/10/2026 | Yes | ESE Specialized Instruction General Department Budget Fund: 1000 | $50,000 | 12 |
| **Total Agreement Amount** | | | | **$230,315** | **60** |

The financial impact amount represents an estimated ITB value; however, the amount authorized will not exceed the estimated ITB award amount.

**Multi-year agreement: Yes/No**
Yes. A multi-year Agreement (including this extension) provides operational efficiency and continuity of service. It ensures a single, vetted vendor (Alpha-CAL, LLC) is responsible for the maintenance of all District audiological equipment, which is critical for compliance with the state mandate. This eliminates the need for multiple, costly single-year solicitations and prevents service gaps, which would occur if equipment calibration lapsed.

**Procurement Method:**
Pursuant to Purchasing Policy 3800, in accordance with Rule 6A-1.012(1)(b), Florida Administrative Code, 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.

**Impact on Schools:**
This is a District-wide service that impacts all schools (including charter schools, at no cost to them) by maintaining the critical audiological equipment used for student health screenings mandated by the Florida Health Department.

**If there is an impact on schools, how will schools be selected/prioritized:**
All public schools and charter schools that possess an audiometer are selected for the program.

**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:** | January 28, 2026 |
| **Previous Bid # (Ex: 10-004R):** | FY22-253 | **Buyer/PA:** | CYNTHIA GOMEZ |
| **New Bid Award Total:** | $230,315 | **Bid Title:** | Calibrate and Repair of Diagnostic Audiological Equipment |
| **Previous Award Total:** | $180,315 | | |
| **Bid Type:** | RENEWAL OF BID | | |
| **Previous Bid Term (Start Date):** | 5/1/2022 | **New Bid Term (In Months):** | 12 |
| **Previous Bid Term (End Date):** | 4/30/2026 | **# of Months Into Bid:** | 44 |

| SPEND REPORTING | |
|---|---|
| **Purchase Order(s) Spend:** | $157,722 |
| **P Card Purchases:** | $0 |
| **Total Invoiced-to-Date Amount (PO + Pcard Purchases):** | **$157,722** |
| **Average Monthly Expenditure:** | $3,585 |
| **Unused Authorized Spending:** | **$22,593** |
| **Est. Forecasted Spend (For Entire Bid Term):** | |

| VENDOR INFORMATION | | |
|---|---|---|
| **Awarded Vendors:** | **M/WBE Status (If applicable):** | **Spend:** |
| 132428-ALPHA CAL LLC | **NON - E/S/M/V/WBE** | $ 157,722 |
| | **PO VENDOR SPEND:** | **$ 157,722** |
| | **P-CARD SPEND:** | **$ -** |
| | **TOTAL SPEND:** | **$ 157,722** |

**NOTES (Type Below):**

| Default Funding Source* | | Department/School & Sign-off Information* | |
|---|---|---|---|
| **Cost Center** | 2613097620 | **Name** (First & Last) | Andrea Ciotti |
| **Fund** | 1000 | **Title** | Director |
| **Functional Area** | 6303000000000000 | **Department/School Name** | ESE Specialized Instruction |
| **Commitment Item** | 53530000 | **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:** | **1/27/2026** |
|---|---|---|

**All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.**

**John Wesley White**
**Director, Procurement & Logistic Operations**
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/procurement

**The School Board of Broward County, Florida**

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Dr. Jeff Holness, Vice Chair

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Maura McCarthy Bulman
Adam Cervera, Esq.
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Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

December 22, 2025

Alpha-Cal, LLC
Attn: Matthew Everett
7025 Grissom Parkway
Cocoa, Florida 32927

Email: alphacalibration1@gmail.com
Phone: 321-266-4263

| | |
|---|---|
| Subject: | Letter of **Renewal** of the Contract |
| ITB #: | FY22-253 |
| ITB Title: | Calibrate and Repair of Diagnostic Audiological Equipment |

Dear Mr. Everett:

The above-referenced contract expires on 4/30/2026. 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 5/1/2026 through 4/30/2027. 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 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 1/12/2026. 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,

Cynthia Gomez

Cynthia Gomez
Purchasing Agent III

**VENDOR RESPONSE**

Signature/Date - Authorized Representative

Matthew Everett
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 #:** FY22-253 | **Bid Title:** Calibrate and Repair of Diagnostic Audiological Equipment |
| **Purchase Order #:** | **Product/Service Provided:** |
| **Supplier (Company) Name:** Alpha-Cal, LLC | |
| **Contact Name:** Matt Everett | **Contact Phone #:** ( 321 ) 266 - 4263 |

## 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.

The team at Alpha Cal provides exceptional service. Their professionalism and attention to detail is outstanding, ensuring a seamless experience from start to finish. We are satisfied with their expertise and reliable support.

## EVALUATION FORM COMPLETED BY:

| | | |
|---|---|---|
| **Name:** Natalia Moron | **Title:** Curriculum Supervisor, DHH | **Contact Phone #:** (754) 323 - 3454 |
| **School/Department:** Specialized Instruction/Exceptional Student Department | | |
| **Participant's Signature:** Natalia Morón | | **Date:** 01/22/2026 |

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
RY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

The School Board of
Broward County, Florida

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Dr. Rosalind Osgood
Nora Rupert

Dr. Vickie L. Cartwright
Interim Superintendent of Schools

2/9/2022

**Revised Pages - 1**

Dear Prospective Bidders,

**SUBJECT:** **Instructions to Bidders**
**Invitation to Bid: FY22-253 Calibrate and Repair of Diagnostic Audiological Equipment**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **FY22-253 Calibrate and Repair of Diagnostic Audiological Equipment**. Any questions regarding this ITB should be addressed to me, in writing via e-mail to **neda.augusto@browardschools.com**. No other School Board staff member should be contacted in relation to this ITB. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

- **SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) CERTIFICATION/PARTICIPATION (See 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 the submission of the 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.

- **SUBMITTAL REQUIREMENTS**
  Submittal Requirements in Section 1 is a listing of submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**
  The Bid Summary Sheets upon which the Bidder submits its prices should be completed in electronically (Excel, if applicable). The Bidder Acknowledgement Section must be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- **PRICING CORRECTIONS**
  SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- **DUE DATE**
  Bids are due in Procurement and Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.

- **STATEMENT OF "NO BID"**
  If you are **not** submitting a bid in response to this ITB, please complete Section 9, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to **neda.augusto@browardschools.com**. Your response to the Statement of "No" Bid is very important to Procurement and Warehousing Services when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Neda Augusto
Purchasing Agent III

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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 **(Revised)**

# INVITATION TO BID (ITB)

**DUE DATE:** Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:

**3/3/2022**

Check Addenda for any revised opening dates before submitting your bid. **Bid(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.

| ITB NO.: | RELEASE DATE: | PURCHASING AGENT: |
|---|---|---|
| **FY22-253** | **2/9/2022** | Neda Augusto<br>754-321-0520 |

BID TITLE:
**CALIBRATE AND REPAIR OF DIAGNOSTIC AUDIOLOGICAL EQUIPMENT**

## SECTION 1 – BIDDER ACKNOWLEDGEMENT

**IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.**

| | |
|---|---|
| Bidder's Name (Company): | **"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below. |
| "Doing Business As" (d/b/a), if applicable: | ☐ Check this box if the address is the same as stated on the left. |
| Address: | Address: |
| City: | City: |
| State: Zip Code: | State: Zip Code: |
| Federal Tax Identification Number: | Telephone Number: |
| **E-mail Address to Send Purchase Orders:** | |
| Federal Tax Identification Number: | |

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, 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 Bidder 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. Bidder 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 bid are true and accurate.

*I agree that this bid cannot be withdrawn within 90 days from date due.*

_____
***Signature of Authorized Representative (Manual)***

_____
***Name of Authorized Representative (Typed or Printed)***

_____
***Title***

_____
***Email of Authorized Representative***

## SUBMITTAL REQUIREMENTS

In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☒ below have been submitted.

| | | | |
|---|---|---|---|
| ☒ Conflict of Interest Form<br>Section 8, Attachment B | ☒ Certificate of Debarment<br>Section 8, Attachment C | ☒ Manufacturers Authorization<br>Special Condition 11 | ☐ Bidder's Preference Statement<br>Special Condition __ |
| ☒ Bid Summary Sheet<br>Section 5 | ☐ Material Safety Data Sheets<br>Special Condition __ | ☐ S/M/WBE Participation Schedule<br>(Attachment A) | ☐ Statement of Intent to Perform as an S/M/WBE Subcontractor<br>(Attachment A) |
| ☐ Drug-free Workplace<br>Section_, Attachment_ | ☒National Institute of Standards and Technology Proof – Bid Spec#4 | ☐ Descriptive Literature<br>Special Condition ____ | ☐ Descriptive Literature<br>Special Condition ____ |

**Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.**

## SECTION 2 – CALENDAR

| | |
|---|---|
| Wednesday, February 9, 2022 | Release of ITB FY22-253 |
| Tuesday, February 22, 2022 | Vendor written questions due on or before 5:00 p.m. ET |
| Thursday, March 3, 2022* | *Bids due on or before 2:00 p.m. ET<br>Bid opening will be at:<br>Technical Support Services Center (TSSC)<br>Procurement & Warehousing Services Department (Floor 3)<br>7720 West Oakland Park Blvd.<br>Sunrise, Florida 33351-6704 |
| Tuesday, March 8, 2022 | Posting of Recommendation Tabulation |

**NOTE:** If you plan to attend the public meeting or hand-deliver your bid, please arrive 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 appropriate floor. FACE MASK REQUIRED.

** These are public meetings. 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, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA 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 – GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**

   a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.

   b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement and Warehousing Services **on or before 2:00 p.m. ET on the date due** for bid to be considered**.** Bids shall be opened at 2:00 p.m. ET on the date due. Bids submitted by email, telegraphic or facsimile transmission shall not be accepted.

   c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.**

   d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute Attachment D "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such an attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete their portion of the form. Failure to submit and execute this form, with the bid, shall result in the bid being considered "non-responsive" and bid rejected**.**

2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to the quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted shall govern.

   All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered shall not be a consideration in the determination of an award of the bid(s).** If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

   a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.

   b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.

   c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. 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 Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. Instead of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

   e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.

3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of the request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement and Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.

4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless the actual date of delivery is specified (or if specified delivery cannot be met), show the 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 SBBC administration is closed.

5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement and Warehousing Services no later than **ten working days, or as stated in the Special Conditions,** prior to the original bid opening date. If necessary, an Addendum shall be issued.

6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes 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.

7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.

8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.

9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. 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 seller and return product at Awardee's expense.

10. **PAYMENT:** Payment shall 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. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).

11. **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 Bidder 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 Bid. Any employees identified by the Bidder when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES, AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6 of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

    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.

13. **LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications, and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications, and Registrations required for this Bid 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. Bidder must submit a copy of all its current Licenses, Certifications, and Registrations required as described herein, either with its Bid 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 within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.*

14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC 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 SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

15. **OSHA:** The Awardee warrants that the product supplied to SBBC 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 shall be considered as a breach of contract.

16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

17. **ANTI-DISCRIMINATION:** SBBC, prohibits any policy or procedure which results in discrimination based on 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, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.

18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.

19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall 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 SBBC occasioned by the 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.

20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of the bid, SBBC shall 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 shall be returned to the Awardee.

21. **CANCELLATION:** In the event, any of the provisions of this bid 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, a recommendation shall be made to SBBC for immediate cancellation.

22. **IRREVOCABILITY OF BID**: A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.

23. **INFORMATION NOT IN ITB**: No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.

24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place an order for goods/services as a result of this award. Order placement shall be based upon the needs and best interests of SBBC.

25. **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. (Unless otherwise stated in the Special Conditions) Payment shall 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 shall make direct payments to the vendor.

26. **NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) **7:00 a.m. to 2:00 p.m. ET.**

27. **SUBSTITUTIONS:** SBBC *SHALL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.

28. **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 Bidder is a responsible Bidder.

29. **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 SBBC also be 100% formaldehyde-free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** shall be supplied.

30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid 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 ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.

31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. 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.

32. **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 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.

33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **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 shall be deemed to be not correct and may be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included in Purchase Order.

34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee 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.

35. **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 shall 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.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, 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 SBBC 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 SBBC 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 SBBC administration is closed. Section 3 b, Chapter 120.57, 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 3, Chapter 120.57), 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 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. 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 shall not be acceptable for the filing of bonds.

37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement and Warehousing Services and on www.demandstar.com on March 8, 2022, at 2:00 pm, and shall remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB 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 ITB 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 SBBC 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 SBBC 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 SBBC 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 vendor 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. **All documentation necessary for the protest proceedings shall be provided electronically by SBBC.**

37. (Continued):
**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 shall not be acceptable for the filing of bonds.**

38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time-stamped in PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due. The address for bid submittal, including hand-delivery and overnight courier delivery, is indicated as 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement and Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder 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 1.)

39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. A packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment shall result in refusal of shipment at the Awardee's expense.

40. **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 schools, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code 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.

41. **INDEMNIFICATION: Any bid that fails to accept these conditions shall be rejected as "non-responsive."**
    a) SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28, Florida Statutes.

    b) 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 AWARDEE, 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.

42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

43. **GOVERNING LAW**: This ITB and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **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 bid 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.

45. **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 nonfinancial 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 a 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 bid, 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.

Every time a Bid is submitted that includes a reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**

46. **REASONABLE ACCOMMODATION:** 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.

47. **SEVERABILITY:** In case of any one or more of the provisions contained in this Bid 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 Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

48. **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 Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder'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.

49. **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 shall be recorded on SBBC'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.

50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for an award shall be given to Bidders in the following sequence:

- 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;
- The Broward County Certified Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
- The Florida Certified Minority/Women Business Enterprise Bidder;
- The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
- The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
- If the application of the above criteria does not indicate a priority for an award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid Bidders invited to be present as witnesses.

Included as a part of these bid 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 shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for a bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the ITB form.

51. **DISPUTES**: In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
- The ITB; then
- Bidder's submitted bid.

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to the submission of Bid. **For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit** www.browardschools.com/sdop.

53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.

54. **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 shall 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 shall be conducted by SBBC in advance of the Awardee or its personnel providing any services. The awardee shall 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 the 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 July 1, 2015, 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 an SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall 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 an 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. **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 shall be one year from the date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**

**Awardees 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.**

55. **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 shall 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).

56. **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 Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.

57. **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 SBBC. These orders shall 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 Awardees 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 an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

58. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in the bid and/or Purchase Order may be rejected upon delivery and/or maybe 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) For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
    b) All departments being advised not to do business with Awardee.

59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, 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 the release of the solicitation until the contract is awarded by SBBC. Further, any Awardee, 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 Awardee is attempting to sell goods or services to SBBC 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 Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

60. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days written notice that SBBC is terminating the contract award.

61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. **MEET OR RELEASE:** If during the contract term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this contract, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC shall request Awardee to meet the lower price offered by the third party supplier. The awardee shall be required to respond to this request within three (3) days of the request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this contract. No response to this request shall indicate that Awardee is unable to offer the item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of contract. Each purchase shall be considered separate and apart from each other.

63. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Contract, any party contracting with SBBC under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to 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.

*Awardee agrees that it may create, receive from or on behalf of SBBC, 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 shall: (1) hold the Confidential Records in strict confidence and shall 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 SBBC 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 SBBC, Awardee agrees to provide SBBC 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 SBBC to terminate any Agreement with Awardee.*

64. **PROPRIETARY INFORMATION**: Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent, a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public record request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. The awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public record request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

65. **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 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 will immediately terminate this Agreement. Termination pursuant to this section is not a breach of this Agreement and may not be considered as such.

# SECTION 4 – SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on **FY22-253** - **Calibrate and Repair of Diagnostic Audiological Equipment** as specified herein. Unit prices quoted shall include all travel time for the calibration and repair required at various locations within Broward County, Florida. SBBC locations may issue open (blanket) purchase orders as required. Receipt of open orders does not authorize the release or shipment of any goods or services. For all open orders, items will be ordered on an as needed basis with an order form. Shipments received because of an open order, where an order form was not released, will not be accepted and no cost shall be incurred by SBBC as a result.

    i. **One hard-copy bid(s) must be sent with the bid; one identical electronic version of the bid, in PDF Format on a flash drive with exception to the Bid Summary Spreadsheet, which must be both in the original PDF file as well as a separate attachment in an Excel (.xls) format, should be submitted in time for bid opening**

2. **TERM:** The award of this bid shall establish a contract for the period **beginning May 1, 2022, or the date of Board approval, whichever is later and continuing through 4/30/2025.** Bids shall not be considered for a shorter period of time. Items shall be ordered on an as-needed basis. If only one bid is received, the term of the contract may be reduced to one year.

3. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be 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, 90 days beyond the expiration date of the final renewal period. Procurement and Warehousing Services, 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 shall be notified when the recommendation has been acted upon by the School Board. All prices shall be firm through the period stated in Special Condition 17 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.

    When a subsequent contract award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any contract awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.

4. **AWARD:** The bid shall be awarded **BY ITEM AND GROUP**, as indicated on the Bid Summary Sheets, to the lowest price, responsive and responsible Bidder(s) meeting all specifications, terms, and conditions. Unit prices must be stated in the space provided on the Bid Summary Sheet. It is necessary for a Bidder to bid on every item in the particular group on which they are submitting a bid in order to have the bid considered. SBBC may need to order an individual component within a group. All items within a group must have an individual cost. Failure to state the individual cost for any item within a group shall result in the disqualification of the group. In the event that any item in the group does not meet the specifications, the entire group shall be disqualified.

    Percentage discount listed under "Additional Information" is for informational purposes only and is not part of the award process. The percentage discount offered must be stated in the space(s) provided on the Bid Summary Sheet. The percentage discount offered must remain firm throughout the contract period.

    After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 21 and 58.

5. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Neda Augusto**, Procurement and Warehousing Services, 754-321-0520, or e-mail at neda.augusto@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither Ms. Augusto nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

6. **SINGLE FIXED PERCENTAGE DISCOUNT OFFERED:** Bidder should indicate in all spaces provided on the Bid Summary Sheet their single fixed percentage discount for the indicated manufacturer's suggested retail price (MSRP) that will be used for the term of the contract. The single fixed percentage offered shall remain firm throughout the term of the contract.

Bidders shall offer their single fixed percentage discount as described on the Bid Summary Sheet, to be calculated from the most current manufacturer's list price. Net pricing is acceptable. Awardees may offer SBBC additional educational discounts at any time and invoice SBBC at a greater discount than their bid discount.

7. **BALANCE–OF–LINE OPTION:** Bidders are requested to provide one Balance-of-Line minimum discount off list percentage for items not listed on the pricing sheet, to allow for new items to be purchased. This percentage discount amount should be entered on the Pricing Spreadsheet in the designated section, for informational purposes only, and is not part of the award process. The percentage discount offered may not decreaes througout the term of the contract. The percentage discount is a minimum, and the Awardee will extend larger discounts whenever possible.

8. **DELIVERY/ FREIGHT:** Bidder shall indicate delivery information on Bid Summary Sheets where indicated. Delivery is desired no later than thirty (30) **days after receipt of order (ARO).** Offers, which exceed this period, may be rejected if it is in the best interest of SBBC.

9. **ACCEPTANCE OF MATERIALS:** The material delivered under this bid shall remain the property of the Awardee until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein, and be fully in accordance with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request to the Awardee and return the product to Awardee, at Awardee's expense. The awardee will be responsible for the pick-up of defective/rejected materials. After 30 days of notification to the Awardee, if the materials are not removed, they become the property of SBBC. The awardee will be responsible for any disposition charges.

10. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the bid 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 each may be ordered at one time.

11. **MANUFACTURER'S CERTIFICATION:** Bidder must have each manufacturer certify that Bidder is an authorized dealer to sell, warranty and service that manufacturer's product. The bidder may submit a letter from the manufacturer or other authenticated certification document. The certification must be returned with the bid in time for bid opening or within three (3) business days of a request from SBBC. **Failure to submit the completed certification shall result in the disqualification of the bid submitted.**

12. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.

13. **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.

14. **BIDDING PREFERENCE LAWS:** General Condition 1.d) does not apply to this Bid as no personal property is being purchased.

15. **ACH PAYMENTS:** Payments will be made to Awardee(s) by SBBC via ACH (Automated Clearing House) for automatic deposits (credits) after goods or services are provided by Awardee in accordance with bid requirements. To facilitate payments to be directly deposited, the ACH Payment Agreement must be submitted to purchasinghelpdesk@browardschools.com New vendors can do this as part of the supplier registration process described below. Vendors already registered on SBBC's eProcure Online Supplier Portal can update their information by downloading a copy of the ACH Payment Agreement and submit the completed form to the Purchasing Help Desk email stated above.

16. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three years of the contract. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days before the third-anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment.

17. **PROTECTION OF WORK, PROPERTY, AND PERSONNEL:** The 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 unless caused by SBBC. SBBC may withhold payment or make such deductions,

as it might deem necessary, to ensure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.

18. **WARRANTY:** The manufacturer's standard warranty must be provided on all bid items. The warranty shall begin after delivery and acceptance by the user of the product. Warranty for repairs and service shall be stated in the spaces provided in the Bid Summary Sheet and shall not exceed ninety (90) days.

19. **CANCELLATION**: Any contract awarded as a result of this bid will be subject to cancellation at any time by SBBC for one or more of the following reasons:

a) Failure to respond and schedule service requested within contract period.

b) Use of service personnel that are NOT qualified to perform services specified by this subject contract.

c) Technicians' workmanship unsatisfactory, unacceptable attitude or behavior of technicians or service calls and unsatisfactory communication by technician and unacceptable appearance of service personnel.

d) Failure to maintain and/or furnish required records on equipment repaired and/or serviced.

e) Excessive labor and/or parts cost in conjunction with installation of replacement parts on specific serial numbered equipment being serviced.

f) Failure to schedule EMERGENCY calls for repair within contract period.

g) Unsatisfactory evaluation by designated School Board representative monitoring technicians' performance when equipment is being serviced.

h) Regardless of reason and upon giving thirty days written notice to the other party.

i) Failure to respond and schedule service requested within contract period.

j) Use of service personnel that are NOT qualified to perform services specified by this subject contract.

k) Technicians' workmanship unsatisfactory, unacceptable attitude or behavior of technicians or service calls and unsatisfactory communication by technician and unacceptable appearance of service personnel.

l) Failure to maintain and/or furnish required records on equipment repaired and/or serviced.

m) Excessive labor and/or parts cost in conjunction with installation of replacement parts on specific serial numbered equipment being serviced.

n) Failure to schedule **EMERGENCY** calls for repair within contract period.

o) Unsatisfactory evaluation by designated School Board representative monitoring technicians' performance when equipment is being serviced.

p) Regardless of reason and upon giving thirty days written notice to the other party.

20. **W-9 FORMS:** All Bidders are requested to complete a W-9 form which can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf , and submit with their bid.

21. **SUPPLIER 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 Purchase Orders or payments cannot be issued to the Awardee without an SAP Vendor number, which is issued after completion of the Online Supplier Portal registration process. Training materials are available via our website at https://www.browardschools.com/PWS (if needed).

# SECTION 5 – BID SUMMARY (PRICING) & SPECIFICATIONS SHEETS

**BID SUMMARY (PRICING) SHEET:** Complete the attached Excel spreadsheet "Bid Summary Sheet" electronically. If a correction is needed to the Excel spreadsheet, contact the Purchasing Agent as soon as possible. Do not try to re-create or alter the spreadsheet. No handwritten summary sheets will be accepted. The Excel Spreadsheet contains: Four (4) tabs. The Excel spreadsheet indicates the specific cell that will be used for award purposes. The following is a list of the tabs contained in the Excel spreadsheet and screenshots:

**TAB 1 COMPANY REPRESENTATIVE:** Supply requested information in the included "Bid Summary Sheet" with the contact information.

**TAB 2 Yearly calibration (only) of diagnostic audiological equipment <ie: PRICING>**

**TAB 3 Hourly rate to repair diagnostic audiological equipment <ie: PRICING>**

**TAB 4 Hourly rate to calibrate and repair of diagnostic equipment <ie: PRICING>**

**TAB 5 Hourly rate to calibrate approximately five (5) Sound Booths <ie: PRICING>**

**BID SPECIFICATIONS**

1. Bid Items 1, 2 and 3: Audiometric equipment, as indicated on the Bid Summary Sheets that will be calibrated and/or repaired, shall be delivered by SBBC personnel to a maximum of seven (7) locations within the Broward County School District as designated by SBBC, Exceptional Student Education (ESE) Department. Equipment will be delivered to the designated sites by SBBC personnel. All calibrations and/or repairs performed by the awardee(s) will be completed at the specified locations during a time determined by SBBC between June 30 and August 15.

Any audiometric equipment needing calibration and/or repair during the school year shall be performed at the individual school, department or center location at the same unit price as indicated by the bidder on the Bid Summary Sheets and must include all travel time with no additional charges. Bidder shall give prompt and efficient service in calibrating and/or repairing all audiometric equipment. Completion of calibration and/or repair shall be within 48 hours of request. If repairs require extensive service off-site, a comparable loaner must be provided at the time of service pick-up.

2. Bidder shall be required to warrant all services for one (1) year. All replacement parts shall be new Original Equipment Manufacturer (OEM) parts when servicing equipment.

3. All calibration repair shall be documented and dated by the servicemen. A copy of signed work order shall be submitted with the invoice to The School Board of Broward County, Florida, indicating date, machine, model number and short description of repairs effected. In addition, a copy of the calibration certificate shall be left with each audiometer upon calibration.

4. For Bid Items 1, 2, 3 and 4, awardee(s) may supply proof that equipment is certified or traceable to the National Institute of Standards and Technology (NIST). Additional certification for all calibration equipment used by bidder in calibrating our equipment may be requested and must be provided upon request. The bidder may be a member of National Association of Special Equipment Distributors (NASED). Failure to supply the above requested information upon request shall result in disqualification of bid submitted.

5. The bidder shall be held responsible for any accidental damage or loss of equipment while in bidder's possession.

6. A.N.S.I. CALIBRATION SPECIFICATION FOR AIR CONDUCTION AUDIOMETERS

In order to comply with ANSI Standard Specification for Audiometers, S3.6-1996 (if an audiometer cannot be calibrated to meet the S3.6-1996 standard, the S3.6-1969 may be used). The following calibration check points must be assessed and documented on the calibration certificate. They are:

A. Document actual frequency count at every frequency: Pre and Post
B. Document actual SPL levels at each frequency: Pre and Post
C. Document total harmonic distortion at each frequency in percentage
D. Document attenuator linearity from Max. to Min.
E. Document tone rise and fall time in milliseconds
F. Document mechanical inspection: Pass or Fail
G. Document shock hazard: Pass or Fail
H. Document warble tone function: Pass or Fail
I. Document purity of tones: Pass or Fail
J. Document pulse tone time in milliseconds

K. Document phone type
L. Document the National Bureau of Standards Traceability Number of calibration equipment

M. Document Narrow Band Masking at each frequency: Pre and Post
N. Document sound field speech levels
O. Document sound field SPL levels at each frequency using warble tones
P. Document speech through bone conduction
Q. Document pure tone levels through bone conduction: Pre and Post
R. Document speech levels through phones: Pre and Post
S. Document tape/CD speech levels through phones: Pre and Post
T. Document white noise masking: Pre and Post
U. Document speech noise masking: Pre and Post
V. Document Pass or Fail of masking sound
W. Document SISI calibration: Pass or Fail Calibration equipment required for above calibration:

Type 1 Sound Level Meter, Type O Octave Band Filter Set, Audiometer Analyzer with frequency counter, distortion analyzer, rise, fall, overshoot counter in milliseconds, peak-hold, pulse tone counter, 6cc artificial ear, B&K artificial mastoid.

7. TYMPANOMETER/IMPEDANCE AUDIOMETER CALIBRATION

A. Document all frequencies count: Pre and Post
B. Document contra lateral phone: Pre and Post
C. Document ipsilateral probe: Pre and Post
D. Document total harmonic distortion at all frequencies in percentage.
E. Document attenuator linearity from maximum to minimum
F. Document all probe tone levels and frequencies
G. Document air pressure with manometer from max. to min. in 100 da Pa: Pre and Post
H. Calibrate air pressure recordings on plotter or printer
I. Document tone rise and fall in milliseconds
J. Document all cavity sizes in ml: Pre and Post
K. Document all cavity sizes in ml on plotter
L. Document low, high, and wide-band noises: Pre and Post
M. Document mechanical inspection: Pass or Fail
N. Document shock hazard: Pass or Fail
O. Document stability: Pass or Fail
P. Document tone rise, fall, overshoot: Pass or Fail
Q. Document pressure system: Pass or Fail
R. Document purity of tones: Pass or Fail
S. Document masking sound: Pass or Fail
T. Document attenuator linearity: Pass or Fail
U. Document printer/plotter: Pass or Fail

Calibration equipment required for calibration:
All equipment required for audiometer calibration plus manometer, various manufacturers' volume cavities, 2cc probe coupler for various manufacturers, ohmmeter.

# SECTION 6 – ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE (EDDC)
# SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)
# AFFIRMATIVE PROCUREMENT INITIATIVES (API)

**SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP):** The 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 the website URL:** broward.k12.fl.us/sbbcpolicies.

Nondiscrimination:
Each Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Bidder 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 Bidder on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

**CERTIFICATION APPLICATION INSTRUCTIONS**
To ensure that firms seeking to participate in the SDOP qualify as Small Business Enterprises (SMWBEs), or are at least fifty-one (51%) percent legitimately owned, operated, and controlled by minorities and/or women, each such firm shall be required to be certified as to its Small/Minority/Women-Owned Enterprise (S/M/WBE) ownership status by the EDDC's Office at the time of the bid opening.

**Important Points to Remember:**

a) Please submit any S/M/WBE certification application with all supporting documentation well in advance of the time of proposal submission, as the application review and approval processes typically take up to thirty (30) days after receipt of the completed application.

b) **For Information on "How to become certified", visit our website at www.browardschools.com/Page58415**

**DEFINITIONS:**
**The following terms shall have the listed meanings as referenced in SDOP Guidelines - Document 00467.**

**Affirmative Procurement Initiative (API):** refers to various SDOP tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals, and joint venture incentives. (For full descriptions of these and other SDOP tools, see, Section E of SBBC Policy No. 3330 and the SDOP Standard Operating Procedures (SOP).)
**Minority Business Enterprise (MBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed, and controlled by one or more minority groups members, and that is ready, willing, and able to sell goods or services that the SBBC purchases.

To qualify as an MBE, the enterprise's annual revenues and the number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration and meets the significant business presence requirements as defined herein. In addition, for purposes of being a certified MBE that is eligible to benefit from the race- and gender-conscious APIs in this Policy, the enterprise shall meet the size standards for being "small" as defined herein. Unless otherwise stated, the term MBE as used in this Policy is not inclusive of women-owned business enterprises (WBEs).

**Minority Women-Owned Business Enterprise (M/WBE)** – a firm that is certified as either a minority business enterprise or as a Women-Owned enterprise and which is at least fifty-one percent (51%) owned, managed and controlled by one or more minority group members and/or women, and that is ready, willing, and able to sell goods or services that are purchased by the School District.

**Women-Owned Enterprises (WBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of this Policy as being at least fifty-one percent (51%) owned, managed, and controlled by one (1) or more non-minority women individuals

that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing, and able to sell goods or services that are purchased by the SBBC and that meets the significant business presence requirements as defined herein.

In addition, for purposes of being a certified WBE that is eligible to benefit from the race- and gender-conscious APIs in this Policy, the enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration; and meets the significant business presence requirements as defined herein. Unless otherwise stated, the term WBE as used in this Policy is not inclusive of MBEs.

**Small Business Enterprises (SBEs):** a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is certified in accordance with SBBC Policy No. 3330 as being independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, and which 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 the significant business presence requirements as defined SBBC. Policy No. 3330.

**Significant Business Presence:** to qualify for participation as an S/M/WBE firm in the SDOP policy, an S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the relevant marketplace, defined as an established place of business in one or more of the three counties that make up the Southern Florida relevant marketplace, from which at least fifty percent (50%) of its full-time, part-time, and contract employees are domiciled and regularly based, and from which a substantial role in the S/M/WBE's performance of a commercially useful function is conducted. A location utilized solely as a post office box, mail drop or telephone message center, or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

In accordance with SBBC Policy No. 3330, the Goal Setting Committee (GSC) may establish S/M/WBE Subcontracting Program for this Bid, based upon relative S/M/WBE availability data collected by the SBBC through its Centralized Proposer/Bidder Registration (CBR) system and from other jurisdictions within its three-county relevant marketplace for construction contracts, and the SBBC's utilization of S/M/WBEs for similar contracts. The S/M/WBE subcontracting program provides opportunities to Firms certified as S/M/WBE by SBBC. It is the goal of the District to actively promote equal opportunity for all segments of the contracting and business community to participate in School Board Contracts

**INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES**

The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which, S/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 the SMWBE Annual Aspirational Goals:**
Based on Policy 3330 the S/M/WBE Annual Aspirational Goals is a non-mandatory annual percentage goal for overall SMWBE prime and subcontract participation in School Board contracts. It is established each year by the Goal Setting Committee (GSC) based upon the SS/M/WBE availability by industry in accordance with the District's 2015 MTA Disparity Study findings, along with relative S/M/WBE availability data to be collected by the School Board through its Centralized Bidder Registration (CBR) system, and the utilization of SMWBEs.

The SMWBE Annual Aspirational Goals is a non-mandatory annual percentage goal for overall SMWBE prime and subcontract participation in School Board contracts. It is established each year by the Goal Setting Committee (GSC) based upon the SMWBE availability by industry in accordance with the District's 2015 MTA Disparity Study findings, along with relative SMWBE availability data to be collected by the School Board through its Centralized Bidder Registration (CBR) system, and the utilization of M/WBEs.

*****NOTE TO BIDDERS******

**S/M/WBE Prime Bidder shall complete and submit Document Form 00470 – Statement of Intent – listing the percentage of self-performance In the event Prime Bidder intends to subcontract to an SBBC-Certified S/M/WBE firm, Document *Form 00475* and Document Form *00470 must be completed and submitted with a proposal***, detailing the scope of work and dollar amount to perform as it relates to the services as described in this ITB.

**It is the responsibility of the proposer/bidder to provide one of the following evidence of subcontractor SBBC-Certification:**

a. **SBBC SMWBE Certificate or**
b. **SBBC Letter of SMWBE Certification**

**Also, visit** browardschools.com/Page/59879 **for the list of current SBBC certified firms.**
Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation.

## Reporting Requirements:

**If Awarded, the Awardee shall Log into the SDOP Management System (SMS) to report monthly payments received.**

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. For information on How to Become SBBC Certified; visit our website at: **www.browardschools.com/Page58415**

# SECTION 7 – MINIMUM INSURANCE REQUIREMENTS

**Insurance Requirements.** The Awardee shall comply with the following insurance requirements throughout the term of this Agreement.

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.

2. **Workers' 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).

3. **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 the insured acquires any vehicles throughout the term of this agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

4. **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.

5. **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.
   i. New vendors will receive an email notification requesting account verification and insurance agent information.
   ii. Existing vendors will receive an email notification of the current status.

6. **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
   i. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
   ii. All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.
   iii. 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

7. **Cancellation of Insurance.** Awardee is 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 canceled.

8. **Acceptability of Insurance.** 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.

# SECTION 8 – FORMS AND ATTACHMENTS

Please fill out all the attachments below. Some attachments must be notarized.

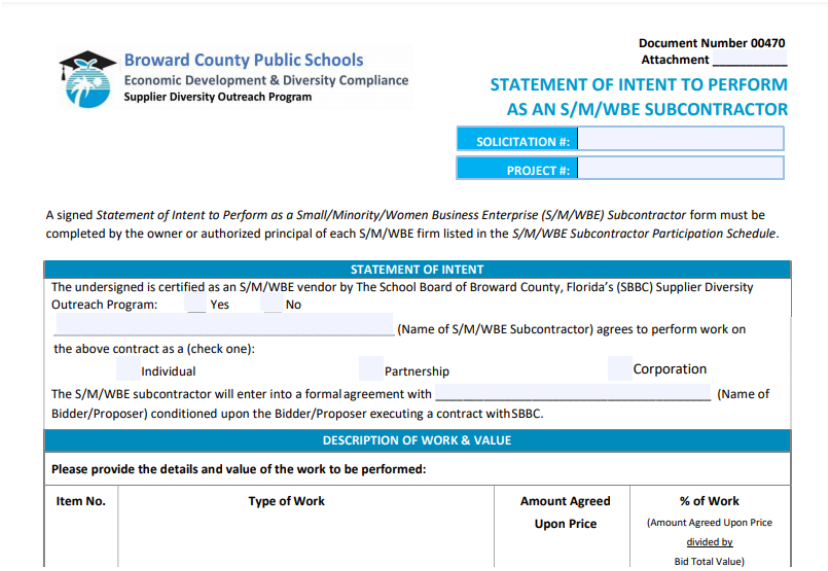
## ATTACHMENT A – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) FORMS

**The following forms are due (if applicable) at the time of Bid submittal:**

### 1. FORM 00470 – STATEMENT OF INTENT

**Document Link:**
browardschools.com/cms/lib/FL01803656/Centricity/Domain/19315/00470%20Statement%20of%20Intent%202021.pdf

**Document Preview:**



Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

Document Number 00470
Attachment _____

STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

SOLICITATION #:
PROJECT #:

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 Outreach Program: __ Yes __ No

_____ (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):

Individual Partnership Corporation

The S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.

**DESCRIPTION OF WORK & VALUE**

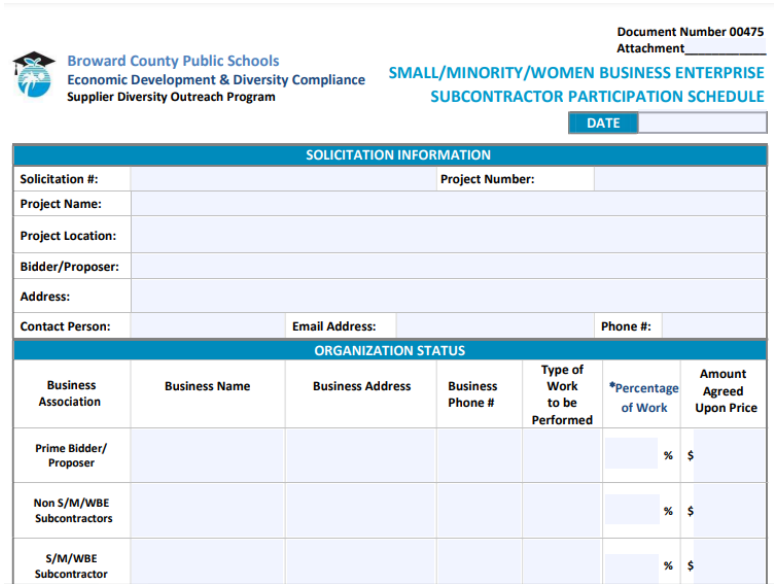
**Please provide the details and value of the work to be performed:**

| Item No. | Type of Work | Amount Agreed Upon Price | % of Work (Amount Agreed Upon Price divided by Bid Total Value) |
|---|---|---|---|

### 2. FORM 00475 - PARTICIPATION SCHEDULE FORM

**Document Link:**
browardschools.com/cms/lib/FL01803656/Centricity/Domain/19315/00475%20Participation%20Schedule%202021.pdf

**Document Preview:**



Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

Document Number 00475
Attachment_____

SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

DATE

**SOLICITATION INFORMATION**

| | | | |
|---|---|---|---|
| Solicitation #: | | Project Number: | |
| Project Name: | | | |
| Project Location: | | | |
| Bidder/Proposer: | | | |
| Address: | | | |
| Contact Person: | Email Address: | Phone #: | |

**ORGANIZATION STATUS**

| Business Association | Business Name | Business Address | Business Phone # | Type of Work to be Performed | *Percentage of Work | Amount Agreed Upon Price |
|---|---|---|---|---|---|---|
| Prime Bidder/ Proposer | | | | | % | $ |
| Non S/M/WBE Subcontractors | | | | | % | $ |
| S/M/WBE Subcontractor | | | | | % | $ |

### 3. MONTHLY UTILIZATION REPORT

If awarded, the awardee shall login to the SDOP Management System (SMS) monthly to report payments made to the certified Small/Minority/Women Business Enterprise (S/M/WBE) subcontractor listed in the original proposal submitted.

If you are a S/M/WBE Prime self performing, monthly payments received must be reported through the SDOP Management System (SMS).

Access the SMS: Your username is your email address. If you are S/M/WBE certified or currently a prime or subcontractor with a local public or county agency, your firm may already have an existing account.

**Monthly Utilization Reports are due on the first of the month.** After two weeks, the system will no longer be open – for that reporting period – and a request must be submitted to the EDDC Business Intelligence & Process Management Team at eddcbiteam@browardschools.com.

The Economic Development & Diversity Compliance department 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.

For information on how to become a certified supplier, visit the certification webpage.

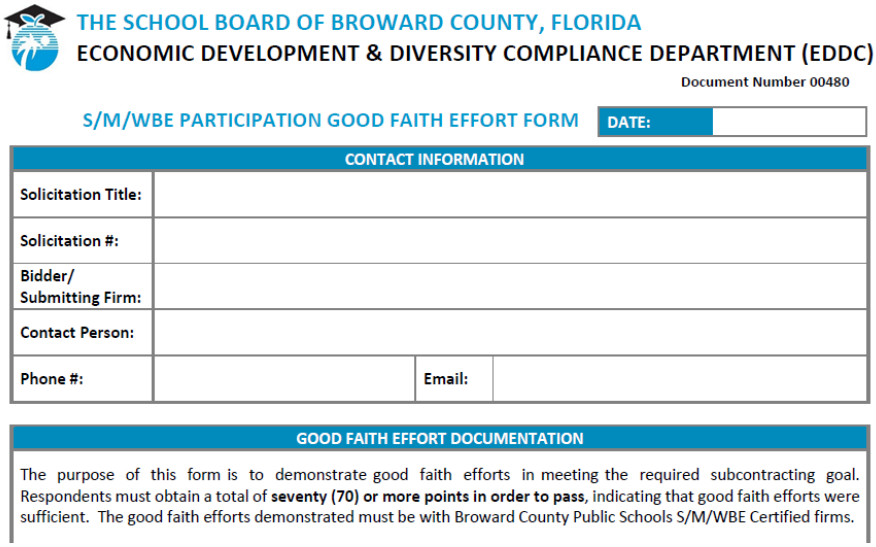
You may also access the certified S/M/WBE directory at browardschools.com/SDOP.

### 4. FORM 00480 - S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

Access the certified S/M/WBE directory at browardschools.com/SDOP

**Document Link:**
browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00480%20Good%20Faith%20Effort%20Form.pdf

**Document Preview:**



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)
Document Number 00480

S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM DATE:

| CONTACT INFORMATION | | | |
|---|---|---|---|
| Solicitation Title: | | | |
| Solicitation #: | | | |
| Bidder/ Submitting Firm: | | | |
| Contact Person: | | | |
| Phone #: | | Email: | |

| GOOD FAITH EFFORT DOCUMENTATION |
|---|
| The purpose of this form is to demonstrate good faith efforts in meeting the required subcontracting goal. Respondents must obtain a total of **seventy (70) or more points in order to pass,** indicating that good faith efforts were sufficient. The good faith efforts demonstrated must be with Broward County Public Schools S/M/WBE Certified firms. |

The certified S/M/WBE directory is available at browardschools.com/SDOP.

# ATTACHMENT B – CONFLICT OF INTEREST

**MUST BE COMPLETED BY ALL BIDDERS.**

## DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder 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 Bidder's Employee | SBBC Title or Position of Bidder's Employee | SBBC Department/ School of Bidder's Employee |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

_____ _____
Signature Company Name

# ATTACHMENT C – DEBARMENT

**MUST BE COMPLETED BY ALL BIDDERS.**

## 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.

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Signature(s) Date

# INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT C

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.

# ATTACHMENT D – BIDDER PREFERENCE – NOT APPLICABLE

**See Special Condition** Click or tap here to enter text.

## LEGAL OPINION OF BIDDER PREFERENCE

**MUST BE COMPLETED BY ALL BIDDERS.**

Bidder (Firm) Name: _____

Identify the state in which the Bidder has its principal place of business: _____

Bidder's Signature: _____

**INSTRUCTIONS: If your principal place of business 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 the 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: _____

# ATTACHMENT E – 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 _____

_____

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 shall 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).

4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall 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. Shall 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. I 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 name of notary public)

_____
(Notary Public Signature)

(seal/stamp above)

# ATTACHMENT F – WORKERS' COMPENSATION AFFIDAVIT

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

## WORKERS' COMPENSATION AFFIDAVIT

### CERTIFICATION OF NUMBER OF EMPLOYEES

_____ (Bidder 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:

# ATTACHMENT G – 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: _____
(Company Name)

TO:

The School Board of Broward County, Florida
Procurement and Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: Neda Augusto
BID: FY22-253 – Calibrate and Repair of Diagnostic Audiological Equipment)

# SECTION 9 – STATEMENT OF "NO BID"

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, before the Bid Due Date established within, to:

The School Board of Broward County, Florida
Procurement and Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information shall help SBBC in the preparation of future Bids.

Company Name:_____

Contact: _____

Contact's Email: _____

Telephone: _____

| ✓ | **Reasons for "NO Bid":** |
|---|---|
| ☐ | 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 Invitation to Bid. |
| ☐ | 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 ITB**

# PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS


2/14/2022

**ADDENDUM NO.** 1

**ITB** FY22-253

**BID NAME:** Calibrate and Repair of Diagnostic Audiological Equipment

**TO ALL BIDDERS:**

This Addendum amends the above-referenced **ITB** in the following particulars only:

**Delete**: Page 1 **Insert**: Page 1 (Revised)

The following submittal requirements were updated on Page 1:

1. The Drug-free workplace was removed.
2. Bidder's Preference Statement was removed
3. Manufacturer Authorization was added

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Required Response Form", Section 1 of **ITB** FY22-253 Bidder certifies acceptance of this Addendum.

Sincerely,

Neda Augusto

Neda Augusto
Purchasing Agent III

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 **(Revised)**

# INVITATION TO BID (ITB)

**DUE DATE:** Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:

**3/3/2022**

Check Addenda for any revised opening dates before submitting your bid. **Bid(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.

| ITB NO.: | RELEASE DATE: | PURCHASING AGENT: |
|---|---|---|
| **FY22-253** | **2/9/2022** | Neda Augusto<br>754-321-0520 |

BID TITLE:
**CALIBRATE AND REPAIR OF DIAGNOSTIC AUDIOLOGICAL EQUIPMENT**

## SECTION 1 – BIDDER ACKNOWLEDGEMENT

**IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.**

| | |
|---|---|
| Bidder's Name (Company): | **"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below. |
| "Doing Business As" (d/b/a), if applicable: | ☐ Check this box if the address is the same as stated on the left. |
| Address: | Address: |
| City: | City: |
| State: Zip Code: | State: Zip Code: |
| Federal Tax Identification Number: | Telephone Number: |
| **E-mail Address to Send Purchase Orders:** | |
| Federal Tax Identification Number: | |

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, 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 Bidder 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. Bidder 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 bid are true and accurate.

*I agree that this bid cannot be withdrawn within 90 days from date due.*

_____
***Signature of Authorized Representative (Manual)***

_____
***Name of Authorized Representative (Typed or Printed)***

_____
***Title***

_____
***Email of Authorized Representative***

## SUBMITTAL REQUIREMENTS

In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☒ below have been submitted.

| | | | |
|---|---|---|---|
| ☒ Conflict of Interest Form<br>Section 8, Attachment B | ☒ Certificate of Debarment<br>Section 8, Attachment C | ☒ Manufacturers Authorization<br>Special Condition 11 | ☐ Bidder's Preference Statement<br>Special Condition __ |
| ☒ Bid Summary Sheet<br>Section 5 | ☐ Material Safety Data Sheets<br>Special Condition __ | ☐ S/M/WBE Participation Schedule<br>(Attachment A) | ☐ Statement of Intent to Perform as an S/M/WBE Subcontractor<br>(Attachment A) |
| ☐ Drug-free Workplace<br>Section_, Attachment_ | ☒National Institute of Standards and Technology Proof – Bid Spec#4 | ☐ Descriptive Literature<br>Special Condition ____ | ☐ Descriptive Literature<br>Special Condition ____ |

**Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.**

# PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS


3/3/2022

**ADDENDUM NO.** 2

**ITB** FY22-253

**BID NAME:** Calibrate and Repair of Diagnostic Audiological Equipment

**TO ALL BIDDERS:**

This Addendum amends the above-referenced **ITB** in the following particulars only:

This notice is to inform your firm that the due date for the above referenced ITB is extended to March 9, 2022.

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Required Response Form", Section 1 of **ITB** FY22-253 Bidder certifies acceptance of this Addendum.

Sincerely,

Neda Augusto
Purchasing Agent III

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | OO. Operations |
| **DEPARTMENT:** | Procurement & Logistics Operations |

| | |
|---|---|
| Agenda Item Number: | OO-9. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**ITB-FY23-246 – Animal Control Services**

**REQUESTED ACTION:**

**Approve the First Renewal and Additional Spending Authority in the amount of $62,000 for Invitation to Bid (ITB) ITB-FY23-246 – Animal Control Services with the following four (4) Vendors: 1) Blue Iguana Pest Control Inc., 2) CHJT LLC d/b/a Florida Animal Removal, 3) Iguana Guards LLC, 4) Sprague Operating LLC d/b/a Beach Environmental. 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 Letters-4
- Evaluations-3
- Invitation to Bid

**FINANCIAL IMPACT:**

$62,000. The new total award amount is $520,900, 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: | Mark D. Dorsett | Phone: | 754-321-2659 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Feb 24, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 10, 2026

By: _____

School Board Chair

**For more information, please contact:**
Name: Mark D. Dorsett
Title: Task Assigned, Chief Operations Officer
Phone: 754-321-2659

**EXECUTIVE SUMMARY**

**Recommendation to Approve Additional Spending Authority and Approve the First Renewal ITB Term ITB-FY23-246 – Animal Control Services**

---

**Board Meeting Date:** March 10, 2026

**Requested Action:**
Approve the First Renewal and Additional Spending Authority in the amount of $62,000 for Invitation to Bid (ITB) ITB-FY23-246 – Animal Control Services with the following four (4) Vendors: 1) Blue Iguana Pest Control Inc., 2) CHJT LLC d/b/a Florida Animal Removal, 3) Iguana Guards LLC, 4) Sprague Operating LLC d/b/a Beach Environmental.

**School Board Policy Requirement/Authority:** Not Applicable

**Statutory Requirement/Authority:** Protection from nuisance animals is required under the State Requirements for Educational Facilities (SREF) 2014, Florida Department of Education, specifically Chapter 5, Section 5(h).

**District-Zone Impact:** District-wide

**Impact of the School Board's Vote:**
- **If the School Board votes "Yes":** The ability to continue to remove nuisance animals as needed is maintained.
- **If the School Board votes "No":** Decreased capacity to address and remove nuisance animals, wildlife, pests, or other potentially hazardous creatures in a timely manner, which may compromise the safety and well-being of students, staff, and visitors.

**Background/History**
This bid is utilized by the Physical Plant Operations (PPO) Custodial and Grounds Department throughout the District to provide animal control services. These services include the removal, as allowed by law, of these nuisance animals, wildlife, pests or other potentially dangerous animals, as needed, in compliance with all federal, state, county and local laws, ordinances, codes, rules and regulations, as applicable to the provision of these services in order to ensure a safe environment for students, staff and visitors.

The term of the bid is for three (3) years, and may, by mutual agreement between The School Board of Broward County, Florida, and the Awardee, be renewed for two (2) additional one (1) year periods and, if needed, six (6) months beyond the expiration date of the final renewal period.

Original ITB Term: April 1, 2023, through March 31, 2026; First Renewal Term: April 1, 2026, through March 31, 2027; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): CHJT, LLC d/b/a Florida Animal Removal (SWBE).

**Alignment to 2027 Goals and Guardrails:**
Guardrail 1: Safety

**Measurable Outcome(s)/Return on Investment:**
This service is essential to remove nuisance animals, wildlife, pests, or other potentially hazardous creatures as necessary.

**Financial Impact, Funding Source & Budget Status:**
This project has a financial impact of $62,000. The new total award amount is $520,900, 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 – Group A | 2/15/2023 | Yes | PPO operating budget | $131,000 | 36 |
| Original Spending Authority Request – Group B | 5/09/2023 | Yes | PPO operating budget | $139,000 | |
| Additional Spending Authority Request | 7/23/2024 | Yes | PPO operating budget | $188,900 | |
| First Renewal - Additional Spending Authority | 3/10/2026 | Yes (March 2026 – June 2026) $43,392 | PPO operating budget Various Schools and Admin Sites Fund: 1000 | $62,000 (April 2026 – March 2027) | 12 |
| **Total Agreement Amount** | | | | **$520,900** | **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 these multi-year Agreements. 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.

**Impact on Schools:**
Yes. The impact on schools will be safer for students, staff, and visitors when nuisance animals are removed.

**If there is an impact on schools, how will schools be selected/prioritized:**
Nuisance animals are identified and removed during preventive routine 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:** | February 2, 2026 |
| **Previous Bid # (Ex: 10-004R):** | FY23-246 | **Buyer/PA:** | EDGAR LUGO |
| **New Bid Award Total:** | $520,900 | **Bid Title:** | Animal Control Services |
| **Previous Award Total:** | $458,900 | | |
| **Bid Type:** | RENEWAL OF BID | | |
| | | | |
| **Previous Bid Term (Start Date):** | 4/1/2023 | **New Bid Term (In Months):** | |
| **Previous Bid Term (End Date):** | 3/31/2026 | **# of Months Into Bid:** | 34 |

| SPEND REPORTING | |
|---|---|
| **Purchase Order(s) Spend:** | $368,825 |
| **P Card Purchases:** | $0 |
| **Total Invoiced-to-Date Amount (PO + Pcard Purchases):** | **$368,825** |
| **Average Monthly Expenditure:** | $10,848 |
| **Unused Authorized Spending:** | **$90,075** |
| **Est. Forecasted Spend (For Entire Bid Term):** | |

| VENDOR INFORMATION | | |
|---|---|---|
| **Awarded Vendors:** | **M/WBE Status (If applicable):** | **Spend:** |
| 145754-BLUE IGUANA PEST CONTROL INC | | $ 195,670 |
| 134280-CHJT LLC DBA FLORIDA ANIMAL REMOVAL | SWBE | $ 172,225 |
| 143388-IGUANA GUARDS LLC | | $ 930 |
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| | **PO VENDOR SPEND:** | **$ 368,825** |
| | **P-CARD SPEND:** | **$ -** |
| | **TOTAL SPEND:** | **$ 368,825** |

**NOTES (Type Below):**

| Default Funding Source* | | Department/School & Sign-off Information* | |
|---|---|---|---|
| **Cost Center** | Various Schools & Admin sites | **Name** (First & Last) | Mark D. Dorsett |
| **Fund** | 1000 | **Title** | Executive Director |
| **Functional Area** | 8104721500000000/81057 21500000000 | **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:** | **2/3/2026** |
|---|---|---|

**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

**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

**John Wesley White**
**Director, Procurement & Logistic Operations**
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/procurement

January 16, 2026

Iguana Guards LLC
Attn: Ronald Lombardi
102 NE 2nd Street, Suite 183
Boca raton, FL 33432

Email: ron@iguanaguards.com
Phone: 561-214-5808

| | |
|---|---|
| Subject: | Letter of **Renewal** of the Contract |
| ITB #: | FY23-246 |
| ITB Title: | Animal Control Services |

Dear Mr. Lombardi

The above-referenced contract expires on 3/31/2026. In accordance with Special Condition Section 3 Special Condition 6 - Term of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2026 through 3/31/2027. 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 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 1/22/2026. 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,

Edgar Lugo

Edgar Lugo
Manager, Construction Sourcing

**VENDOR RESPONSE**

C Lombardi
Signature/Date - Authorized Representative

Courtney Lombardi
Printed Name - Authorized Representative

Cc: John Wesley White, Director, Procurement & Logistic Operations
Mark D. Dorsett, Executive Director, Physical Plant Operations
Cheryl Fields, Projects Coordinator, Physical Plant Operations.Title, Department

**John Wesley White**
**Director, Procurement & Logistic Operations**
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/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

January 16, 2026

CHJT, LLC dba Florida Animal Removal
Attn: Linda Weitz-Stone
1261 Hayes Street
Hollywood, FL 33019

Email: Chris@FLAnimalRemoval.com
Phone: 954-980-8221

| | |
|---|---|
| Subject: | Letter of **Renewal** of the Contract |
| ITB #: | FY23-246 |
| ITB Title: | Animal Control Services |

Dear Ms. Weitz-Stone

The above-referenced contract expires on 3/31/2026. In accordance with Special Condition Section 3 Special Condition 6 - Term of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2026 through 3/31/2027. 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 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 1/22/2026. 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,

Edgar Lugo

Edgar Lugo
Manager, Construction Sourcing

**VENDOR RESPONSE**

LWeitz 1/16/26
Signature/Date - Authorized Representative

Linda Weitz-Stone
Printed Name - Authorized Representative

Cc: John Wesley White, Director, Procurement & Logistic Operations
Mark D. Dorsett, Executive Director, Physical Plant Operations
Cheryl Fields, Projects Coordinator, Physical Plant Operations.Title, Department

**John Wesley White**
**Director, Procurement & Logistic Operations**
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
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Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

January 16, 2026

Blue iguana Pest Control Inc. dba Iguana Control
Attn: Thomas Mercer — Email: thomasm@iguanacontrol.com
1440 Coral Ridge Drive Suite 460 — Phone: 855-525-5656
Coral Springs, FL 33071

| | |
|---|---|
| Subject: | Letter of **Renewal** of the Contract |
| ITB #: | FY23-246 |
| ITB Title: | Animal Control Services |

Dear Mr. Mercer

The above-referenced contract expires on 3/31/2026. In accordance with Special Condition Section 3 Special Condition 6 - Term of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2026 through 3/31/2027. 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 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 1/22/2026. 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,

Edgar Lugo

Edgar Lugo
Manager, Construction Sourcing

**VENDOR RESPONSE**

Signature/Date - Authorized Representative

Thomas Portuallo

Printed Name - Authorized Representative

Cc: John Wesley White, Director, Procurement & Logistic Operations
Mark D. Dorsett, Executive Director, Physical Plant Operations
Cheryl Fields, Projects Coordinator, Physical Plant Operations.Title, Department

Established 1915
BROWARD
County Public Schools

**John Wesley White**
**Director, Procurement & Logistic Operations**
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/procurement

**The School Board of Broward County, Florida**

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Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

January 16, 2026

Sprague Operating dba Beach Environmental
Attn: Jorge Avila
3211 NW 74th Avenue
Hollywood, FL 33024

Email: jorge@beach-environmental.com
Phone: 954-458-1104

| | |
|---|---|
| Subject: | Letter of **Renewal** of the Contract |
| ITB #: | FY23-246 |
| ITB Title: | Animal Control Services |

Dear Mr. Avila

The above-referenced contract expires on 3/31/2026. In accordance with Special Condition Section 3 Special Condition 6 - Term of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2026 through 3/31/2027. 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 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 1/22/2026. 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,

Edgar Lugo

Edgar Lugo
Manager, Construction Sourcing

**VENDOR RESPONSE**

1/14/26
Signature/Date - Authorized Representative

Jorge Avila / Gen. Mgr.
Printed Name - Authorized Representative

Cc: John Wesley White, Director, Procurement & Logistic Operations
Mark D. Dorsett, Executive Director, Physical Plant Operations
Cheryl Fields, Projects Coordinator, Physical Plant Operations.Title, Department

**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 #:** FY23-246 | **Bid Title:** Animal Control Services

**Purchase Order #:** 6626000320 | **Product/Service Provided:** Animal Removal

**Supplier (Company) Name:** CHJT LLC DBA FLORIDA ANIMAL REMOVAL

**Contact Name:** Christopher Tennant | **Contact Phone #:** (904) 349-9770

## 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:** Pete Pacheco | **Title:** CPCO | **Contact Phone #:** (954) 913-3068

**School/Department:** Cust Grounds DPC, DTP

**Participant's Signature:** [signature] | **Date:** 2-3-24

**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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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 #:** FY23-246 | **Bid Title:** Animal Control Services |
| **Purchase Order #:** | **Product/Service Provided:** Iguana Removal |
| **Supplier (Company) Name:** BLUE IGUANA PEST CONTROL INC | |
| **Contact Name:** Tom Portuallo | **Contact Phone #:** (954) 588-3188 |

## 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:** Pete Pacheco | **Title:** CPCO | **Contact Phone #:** (954) 913-3068 |
| **School/Department:** Cust. Grounds DPC, DTP | | |
| **Participant's Signature:** | | **Date:** 2-3-24 |

**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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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 #:** FY23-246 | **Bid Title:** Animal Control Services |
| **Purchase Order #:** | **Product/Service Provided:** |
| **Supplier (Company) Name:** IGUANA GUARDS LLC | |
| **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:** Pete Pacheco | **Title:** CPCO | **Contact Phone #:** (954) 913-3068 |
| **School/Department:** Cust. Grounds DRC, DTP | | |
| **Participant's Signature:** | | **Date:** 2-3-26 |

# PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS


12/15/2022

**ADDENDUM NO.** 1

**ITB** FY23-246

**BID NAME:** Animal Control Services

**TO ALL BIDDERS:**

This Addendum amends the above-referenced **ITB** in the following particulars only:

1. **Delete**: Section 3 Special Condition 3 **Insert**: Revised Section 3.3; Page 3 (Revised 12/15/2022)
2. Attached are response(s) to the question(s) received.
3. As a reminder, the bid due date is December 21, 2022 at 2:00 pm.

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Required Response Form", Section 1 of **ITB** FY23-246 Bidder certifies acceptance of this Addendum.

Sincerely,

*Edgar Lugo*

Edgar Lugo
Manager, Construction Sourcing

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**

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Vickie L. Cartwright
Superintendent of Schools

12/1/2022
REVISED 12/15/2022

Dear Prospective Bidders,

**SUBJECT:** **Instructions to Bidders**
**Invitation to Bid: FY23-246 - Animal Control Services**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Animal Control Services** Any questions regarding this ITB should be addressed to me, in writing via e-mail to **edgar.lugo@browardschools.com**. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 59) shall take effect. Any bidder, or lobbyist for a bidder, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

- **SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) CERTIFICATION/PARTICIPATION (See 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 agreements. S/M/WBE vendors utilized for this Agreement must be certified by SBBC's Supplier Diversity Outreach Program Office prior to the submission of the 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.

- **SUBMITTAL REQUIREMENTS**
  Submittal Requirements in Section 1 is a listing of submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**
  The Bid Summary Sheets upon which the Bidder submits its prices should be completed in electronically (Excel, if applicable). The Bidder Acknowledgement Section must be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- **PRICING CORRECTIONS**
  SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- **DUE DATE**
  Bids are due in Procurement & Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.

- **STATEMENT OF "NO BID"**
  If you are **not** submitting a bid in response to this ITB, please complete Section 9, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to **edgar.lugo@browardschools.com**. Your response to the Statement of "No" Bid is very important to Procurement & Warehousing Services when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Edgar Lugo
Purchasing Agent III

# SECTION 3 – SPECIAL CONDITIONS

1. **INTRODUCTION:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on Animal Control Services. as specified herein. Prices quoted shall include on-site service to be performed at various schools, departments, and centers within Broward County, Florida. The Awardee(s) shall receive individual Purchase Orders specifying the name and address of the various schools, departments, and centers where services would be rendered.

   **One original, signed, clearly marked, and complete bid hard-copy must be submitted in a sealed package by the bid due date. Failure to comply with the original hard-copy requirements may result in disqualification.**
   **One IDENTICAL electronic version of the original hard-copy of the bid, on a flash drive, should also be delivered with the proposal to support the bid analysis. The electronic files should be in PDF format except for the Bid Summary Spreadsheet (when applicable), which should be both in the PDF and MS Excel (.xls) formats. If there is a discrepancy between the original hard-copy and the electronic copy, the original hard-copy shall govern.**

2. **BID QUESTIONS:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Edgar Lugo**, Purchasing Agent in Procurement & Warehousing Services, via email to edgar.lugo@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither the Purchasing Agent, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

3. **LICENSURE/CERTIFICATIONS**: All Bidders **must include with their bid or within five working days of notification evidence of the following**:
   A. Limited Wildlife Management Certificate (For Group A only).
   ~~B. Trappers License issued by Florida Department of Agriculture and Consumer Services; and~~
   ~~C. Business Tax Receipt from one of the Florida counties; **and**~~
   ~~D. State of Florida Pest Control License issued by the Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control: **and**~~
   ~~E. Certified Operators Certificate for pest control operators issued by the State of Florida, Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control, clearly indicating certification in general household pest control and rodent control; **or**~~
   ~~F. In lieu of a Pest Control License and Certified Operators Certificate, listed above, then a Limited Commercial Wildlife Management Certificate; **and**~~
   ~~G. Permit to transport animal carcasses in the State of Florida.~~

   The Awardee and any subcontractor(s) employed by the Awardee must maintain current licenses, permits, certificates, approvals and be current with all charges and taxes which may be required by local, state or federal agencies.

   **Copy of appropriate license(s) and certification(s) shall be provided with the bid submittal or within five working days of notification. Failure to submit the required license(s) and certification(s) may result in bid disqualification. (Also refer to General Condition 13, Licenses, Certifications and Registrations).**

4. **RULES, REGULATIONS AND LICENSES**: The Contractor shall comply with all federal, state, county, and local laws, ordinances and regulations applicable to provision of goods and/or services specified in this solicitation. Additionally, it shall be the responsibility of the Contractor to ensure compliance with Florida Department of Transportation (FDOT), Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), and/or other local, federal, or State of Florida rules, codes, regulations, or other requirements, as applicable. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility. The Contractor shall have in their possession all applicable insurance, permits, licenses, etc., that may be required by federal, state, or county law to furnish services under the scope of this contract. The Contractor must not be in violation of any zoning or other ordinances in the performance of this contract. If the Contractor perform any work knowing it to be contrary to such laws, ordinances, codes, rules, and regulations, the Contractor shall bear all costs arising therefrom.

5. **TERM:** The award of this bid shall establish a three (3) year Agreement beginning on **4/1/2023** or upon approval by the Board, whichever is later. Bids shall not be considered for a shorter period of time. If only one bid is received, the term of the Agreement may be reduced to one year.

6. **RENEWAL:** The term of the bid shall be 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. Procurement & Warehousing Services,

# QUESTIONS & ANSWERS

---

- **QUESTION #1:** Would you be able to provide an illustration of the iguana barrier around the perimeter of a building/portable.

  **ANSWER TO QUESTION #1:** No

---

- **QUESTION #2:** It's not clear how tall the barrier is in reference to the ground. How high is the barrier?

  **ANSWER TO QUESTION #2:** The height of the barrier is based on location at the bottom of building or portable that barrier can be attached. This could very based on field conditions. Most portables have lattice skirts that barrier can be attached to.

---

- **QUESTION #3:** Would you be able to provide us with a location of a building/portable for us to preview?

  **ANSWER TO QUESTION #3:** Yes location is Cypress Elementary modular classrooms

---

- **QUESTION #4:** Although the bid is out with specific details, is the School Board open to suggestions to changes making the barrier material less expensive and more aesthetically pleasing.

  4. **IGUANA BARRIER:** Polycarbonate: Clear, UV resistant Fastener (non metal, weather resistant)
     A: To be installed and fastened around perimeter of building or portable to a depth of 6" below surface.
     B: Install ¾" rock 6" wide x 6" deep around perimeter of building or portable.

  **ANSWER TO QUESTION #4:** The barrier material you submit will need to meet or exceed the specified barrier material. You can submit your barrier material for review.

---

- **QUESTION #5:** My understanding is that for the Group B bid our company which specializes is Iguana Management and Deterrence would be able to bid on that specialized Group B. But the PDF for the Invitation to Bid on page #5 item #3 has requirements that are not typical for an iguana service company. For example, we currently work with the school board and are providing the tree guards and installations now as requested. Can you please clarify the requirements for Group B?

  **ANSWER TO QUESTION #5:** Florida Wildlife Commision does not require a license for nuisance wildlife trappers. This would include group A and B.

---

- **QUESTION #6:** It is my understanding that there will be two vendor contracts; group A (non iguana related) then group B (iguana related). Is this correct?

  **ANSWER TO QUESTION #6:** There are 2 Groups. The bid will be awarded by Group. Refer to Section 3 – Special Condition 7 – Award.

---

- **QUESTION #7:** line 1 of Group B states Hr Rate. Is this meant as an hourly rate? ie $10.00 per hour of air rifle trapping of iguanas?

  **ANSWER TO QUESTION #7:** Yes

---

- **QUESTION #8:** Where did I purchase the Polycarbonate Iguana Tree guards and Iguana Barriers? I need this to properly quote the line items.

  **ANSWER TO QUESTION #8:** School Board of Broward County did not purchase material.

---

- **QUESTION #9:** Group A - Item 3 – How many traps and for how long is the maintenance expected?

  **ANSWER TO QUESTION #9:** As many traps as necessary to accomplish task at hand (minimum 2). How long? as long problem exists (+/- 5 business days)

---

- **QUESTION #10:** Group A - Item 4 – Scope mentions dogs need to be taken to the county shelter and not euthanized. This is more time consuming that with an animal that can be euthanized. Suggest there should be a separate line item for animals that need to be taken to the shelter and their disposition documented to account for the additional cost in time.

  **ANSWER TO QUESTION #10:** All dogs and cats must be taken to the county shelter

---

- **QUESTION #11:** Group A - Item 9 – Same as Item 4 but for cats instead of dogs.

  **ANSWER TO QUESTION #11:** All dogs and cats must be taken to the county shelter.

---

- **QUESTION #12:** Group A - Item 15 – How long are the traps expected to be left in place?

  **ANSWER TO QUESTION #12:** As long as problem exists (5 business days)

---

- **QUESTION #13:** Group A - Item 20 – This is not quantified in a way that it can be properly quoted. Are you looking for a per linear foot rate for example? Also, it is my experience that expanding foam by itself is not a suitable barrier for most animals. What animal is this line item intended for?

  **ANSWER TO QUESTION #13:** Birds, geckos, toads, small animal that invade buildings

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- **QUESTION #14:** Clarification on .030 guage polycarbonate. Did the mean .030 mm (120 guage).

  **ANSWER TO QUESTION #14:** .030 gauge is the thickness of the guard and is correct

---

- **QUESTION #15:** What type of rock for iguana barrier? (I.e. river rock)

  **ANSWER TO QUESTION #15:** See General Scope of Services #4 3/4"rock

---

- **QUESTION #16:** With iguana removal being an hourly rate, how will the work be assigned/deemed complete?

  **ANSWER TO QUESTION #16:** Vendor will provide estimated hours to perform service based on field observations. Based on results, a job will be deemed complete or incomplete.

---

- **QUESTION #17:** Who is the current vendor and can the current pricing for services be provided.

  **ANSWER TO QUESTION #17:** The current vendor is CHJT, LLC d/b/a Florida Animal Removal and the current pricing can be found in our website. See the link for the contract award details below:
**https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/contract%20listings/pgroup%20t/18-173T_AnimalControlServices_20221115.pdf**

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- **QUESTION #18:** On average how many trapping calls are requested per week.

  **ANSWER TO QUESTION #18:** See estimated quantities in bid summary sheet.

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- **QUESTION #19:** On average how many emergency calls and/or after hours calls are requested per month.

  **ANSWER TO QUESTION #19:** See estimated quantities in bid summary sheet.

---

- **QUESTION #20:** How long does a trap need to be out even though there are no captures? Example, if no captures happen what is the time limit a trap is to stay out. Limit of a week or until something is caught?

  **ANSWER TO QUESTION #20:** As long problem exists (5 business days)

---

**This concludes Addendum No. 1 ITB FY23-246 – Animal Control Services**
**All other terms and conditions remain the same.**

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**

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Vickie L. Cartwright
Superintendent of Schools

12/1/2022

Dear Prospective Bidders,

**SUBJECT:** **Instructions to Bidders**
**Invitation to Bid: FY23-246 - Animal Control Services**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Animal Control Services** Any questions regarding this ITB should be addressed to me, in writing via e-mail to **edgar.lugo@browardschools.com**. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 59) shall take effect. Any bidder, or lobbyist for a bidder, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

- **SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) CERTIFICATION/PARTICIPATION (See 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 agreements. S/M/WBE vendors utilized for this Agreement must be certified by SBBC's Supplier Diversity Outreach Program Office prior to the submission of the 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.

- **SUBMITTAL REQUIREMENTS**
  Submittal Requirements in Section 1 is a listing of submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**
  The Bid Summary Sheets upon which the Bidder submits its prices should be completed in electronically (Excel, if applicable). The Bidder Acknowledgement Section must be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- **PRICING CORRECTIONS**
  SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- **DUE DATE**
  Bids are due in Procurement & Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.

- **STATEMENT OF "NO BID"**
  If you are **not** submitting a bid in response to this ITB, please complete Section 9, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to **edgar.lugo@browardschools.com**. Your response to the Statement of "No" Bid is very important to Procurement & Warehousing Services when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Edgar Lugo
Purchasing Agent III

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The School Board of Broward County, Florida
**PROCUREMENT & WAREHOUSING SERVICES**
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

# INVITATION TO BID (ITB)

**DUE DATE:** Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:

**12/21/2022**

Check Addenda for any revised opening dates before submitting your bid. **Bid(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.

| ITB NO.: | RELEASE DATE: | PURCHASING AGENT: |
|---|---|---|
| **FY23-246** | **12/1/2022** | Edgar Lugo<br>754-321-0508 |

BID TITLE:

**ANIMAL CONTROL SERVICES**

## SECTION 1 – BIDDER ACKNOWLEDGEMENT

**MUST BE COMPLETED BY ALL BIDDERS.**

**IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.**

| | |
|---|---|
| Bidder's Name (Company): | **"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below. |
| "Doing Business As" (d/b/a), if applicable: | ☐ Check this box if the address is the same as stated on the left. |
| Address: | Address: |
| City: | City: |
| State: Zip: | State: Zip: |
| Federal Tax Identification Number: | Telephone Number: |
| **E-mail Address to Send Purchase Orders:** | |

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, 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 Bidder 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. Bidder 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 bid are true and accurate.

*I agree that this bid cannot be withdrawn within 90 days from date due.*

***Signature of Authorized Representative (Manual)***

***Name of Authorized Representative (Typed or Printed)***

***Title***

***Email of Authorized Representative***

## SUBMITTAL REQUIREMENTS

In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☒ below have been submitted.

| | | | |
|---|---|---|---|
| ☒ Bidder Acknowledgement<br>Section 1 | ☒ Conflict of Interest Form<br>Section 8, Attachment B | ☒ Certificate of Debarment<br>Section 8, Attachment C | ☒ Bidder Preference Form<br>Section 8, Attachment D; Special Conditon 17 |
| ☒ Licensure/Certifications<br>Special Condition 3 | ☒ Bid Summary Sheet<br>Section 4 | ☐ S/M/WBE Participation Schedule<br>(Attachment A) | ☐ Statement of Intent to Perform as an S/M/WBE Subcontractor<br>(Attachment A) |
| ☒ Drug Free Work Place Form<br>Section 8, Attachment E | ☐ Material Safety Data Sheets<br>Special Condition __ | ☐ Bid Bond<br>Special Condition ____ | ☐ Descriptive Literature<br>Special Condition ____ |

**Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.**

## SECTION 2 – CALENDAR

| | |
|---|---|
| Thursday, December 1, 2022 | Release of ITB FY23-246 |
| Thursday, December 8, 2022 | Vendor written questions due on or before 5:00 p.m. ET via email to: **Edgar.lugo@browardschools.com** |
| Wednesday, December 21, 2022* | *Bids due on or before 2:00 p.m. ET<br>Bid opening will be at:<br>Technical Support Services Center (TSSC)<br>Procurement & Warehousing Services Department (Floor 3)<br>7720 West Oakland Park Blvd.<br>Sunrise, Florida 33351-6704 |
| Monday, January 9, 2023 | Posting of Recommendation Tabulation |

**NOTE:** If you plan to attend the public meeting or hand-deliver your bid, please arrive 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 appropriate floor.

** These are public meetings. 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, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA 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 – SPECIAL CONDITIONS

1. **INTRODUCTION:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on Animal Control Services. as specified herein. Prices quoted shall include on-site service to be performed at various schools, departments, and centers within Broward County, Florida. The Awardee(s) shall receive individual Purchase Orders specifying the name and address of the various schools, departments, and centers where services would be rendered.

   **One original, signed, clearly marked, and complete bid hard-copy must be submitted in a sealed package by the bid due date. Failure to comply with the original hard-copy requirements may result in disqualification.**
   **One IDENTICAL electronic version of the original hard-copy of the bid, on a flash drive, should also be delivered with the proposal to support the bid analysis. The electronic files should be in PDF format except for the Bid Summary Spreadsheet (when applicable), which should be both in the PDF and MS Excel (.xls) formats. If there is a discrepancy between the original hard-copy and the electronic copy, the original hard-copy shall govern.**

2. **BID QUESTIONS:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Edgar Lugo**, Purchasing Agent in Procurement & Warehousing Services, via email to edgar.lugo@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither the Purchasing Agent, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

3. **LICENSURE/CERTIFICATIONS**: All Bidders **must include with their bid or within five working days of notification evidence of the following**:
   A. Trappers License issued by Florida Department of Agriculture and Consumer Services; **and**
   B. Business Tax Receipt from one of the Florida counties; **and**
   C. State of Florida Pest Control License issued by the Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control: **and**
   D. Certified Operators Certificate for pest control operators issued by the State of Florida, Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control, clearly indicating certification in general household pest control and rodent control; **or**
   E. In lieu of a Pest Control License and Certified Operators Certificate, listed above, then a Limited Commercial Wildlife Management Certificate; **and**
   F. Permit to transport animal carcasses in the State of Florida.

   The Awardee and any subcontractor(s) employed by the Awardee must maintain current licenses, permits, certificates, approvals and be current with all charges and taxes which may be required by local, state or federal agencies.

   **Copy of appropriate license(s) and certification(s) shall be provided with the bid submittal or within five working days of notification. Failure to submit the required license(s) and certification(s) may result in bid disqualification. (Also refer to General Condition 13, Licenses, Certifications and Registrations).**

4. **RULES, REGULATIONS AND LICENSES**: The Contractor shall comply with all federal, state, county, and local laws, ordinances and regulations applicable to provision of goods and/or services specified in this solicitation. Additionally, it shall be the responsibility of the Contractor to ensure compliance with Florida Department of Transportation (FDOT), Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), and/or other local, federal, or State of Florida rules, codes, regulations, or other requirements, as applicable. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility. The Contractor shall have in their possession all applicable insurance, permits, licenses, etc., that may be required by federal, state, or county law to furnish services under the scope of this contract. The Contractor must not be in violation of any zoning or other ordinances in the performance of this contract. If the Contractor perform any work knowing it to be contrary to such laws, ordinances, codes, rules, and regulations, the Contractor shall bear all costs arising therefrom.

5. **TERM:** The award of this bid shall establish a three (3) year Agreement beginning on **4/1/2023** or upon approval by the Board, whichever is later. Bids shall not be considered for a shorter period of time. If only one bid is received, the term of the Agreement may be reduced to one year.

6. **RENEWAL:** The term of the bid shall be 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. Procurement & Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current Agreement period. The Awardee shall be notified when the recommendation has been acted upon by the School Board.

When a subsequent award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any agreement awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.

7. **AWARD:** This bid shall will be awarded by **GROUP**, as indicated on the Bid Summary Sheet, one primary and up to three alternate responsive and responsible bidders meeting all specifications, terms, and conditions. It is necessary for a Bidder to bid on every item in the group in order to have the bid considered. SBBC may need to order an individual component within a group. All items within a group must have an individual cost. Failure to state the individual cost for any item within a group shall result in the disqualification of the group. In the event that any item in the group does not meet the specifications, the entire group shall be disqualified. The lowest-priced Bidder for the Group shall be considered the Primary Awardee for that Group. All other responsive Bidders for that Group will be Alternate Awardees ranked by the prices they submitted. The responsive Bidder with the next lowest price will be the First Alternate Awardee, the responsive Bidder with the next lowest price after the First Alternate Awardee will be the Second Alternate Awardee, and so on. SBBC reserves the right to procure services from Alternate Awardee(s), beginning with the First Alternate Awardee, if a) the Primary Awardee cannot comply with delivery requirements or specifications; b) the Primary Awardee is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) due to supply-chain constraints; or e) if SBBC, at its sole discretion, determines that it is in its best interest to do so.

   After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its Agreement, have its Agreement canceled, be subject to the payment of liquidated damages, and be removed from the bid list and become ineligible to do business with SBBC for two (2) years, as described in General Conditions 21 and 58 and Part II, Section DD of School Board Policy 3320.

8. **USE OF BID:** When orders are for products not listed on the Bid Summary sheet and exceed $5,000, SBBC departments or schools ("end-user") will request a quote from three (3) Awardees (2 of the 3 Awardees must be certified S/M/WBE vendors*). Awardees will provide quotation within three (3) business days of request. End-user will submit a completed Vendor Selection Form with their requisition in SAP (SBBC's ERP system) to generate a PO to the selected Awardee(s).

   *Unless no certified S/M/WBE vendors are Awardees. If certified S/M/WBE vendor does not provide quote within 3 business days, end-user will submit documentation of the attempt (email etc) with the Vendor Selection Form/quotes and contact a non-certified Awardee for a quote.

9. **BALANCE–OF–LINE OPTION:** Bidders are requested to provide one Balance-of-Line minimum discount off list percentage for items not listed on the pricing sheet, to allow for new items to be purchased. This percentage discount amount should be entered on the Pricing Spreadsheet in the designated section, for informational purposes only, and is not part of the award process. The percentage discount offered may not decrease throughout the term of the Agreement. The percentage discount is a minimum, and the Awardee will extend larger discounts whenever possible.

10. **EMERGENCY ORDERS:** Emergency orders are defined as situations where immediate purchases are required to prevent the loss of service to alleviate the possibility of a situation which would adversely and unduly affect the safety, health or comfort of a building, occupants, or otherwise cause loss to the District. In the event of an emergency, the District may select, at their discretion a vendor from the Awardees to provide products/services.

11. **DELIVERY:** All assigned work must be completed within the agreed upon timeframe after receipt of the "Notice to Proceed". Prior written approval, by the PPO Supervisor assigned, will be necessary to extend this timeframe for larger jobs. All changes must be in writing and approved by the PPO Supervisor assigned, two (2) business days prior to any change in the project. The school's Principal or designee shall also be notified two (2) business days before work starts by the awardee.

12. **ACCEPTANCE OF SERVICES:** The material delivered under this bid shall remain the property of the Awardee until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein, and be fully in accordance with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request to the Awardee and return the product to Awardee, at Awardee's expense. The awardee will be responsible for the pick-up of defective/rejected materials. After 30 days of notification to the Awardee, if the materials are not removed, they become the property of SBBC. The awardee will be responsible for any disposition charges.

13. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the Agreement period for each item and are not a guarantee. Actual quantities ordered throughout the Agreement period may be greater or less than the bid estimates and shall be furnished at the fixed Agreement price. Purchases shall be requested as needed throughout the Agreement period and as few as one each may be ordered at one time.

14. **ADDING OR DELETING SITES:** SBBC may, during the term of the Agreement, add or delete service, wholly or in part, at any SBBC site. In the event that a site listed herein is deleted, the quoted cost for the (s) being deleted shall be removed from the monthly invoice amount. In the event that a site not listed herein is added to the Agreement, the Bidder shall invoice the same amount as prices quoted herein for similar services.

15. **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. In the event that a vendor does not provide goods or services due to Force Majeure for an agreement awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

16. **SUBCONTRACTING:** Awardees **may not subcontract** any project work without the prior written approval of the PPO Supervisor assigned. If subcontractors are approved by SBBC, they must be in compliance with all licensing and certification requirements, as well as be in compliance with the security clearance requirements set forth in General Conditions 54. The Contractor agrees that his/her is as fully responsible to SBBC for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her. Nothing contained in this solicitation document shall create any contractual relationship between any Subcontractor and SBBC.

17. **FLORIDA BIDDING'S PREFERENCE:** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations for personal property from Bidders having a principal place of business outside the State of Florida. ALL BIDDERS MUST COMPLETE AND SUBMIT SECTION 8, ATTACHMENT D TO BE CONSIDERED FOR AWARD. Failure to submit and execute this form, with the bid, shall result in the bid being considered "non-responsive" and bid rejected. Bidders whose principal place of business is 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 Bidder Preference form, Section 8, Attachment D, and must submit this form with submitted bid.

18. **INVOICES:** Delivery copies, packing slips, and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this Agreement and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Invoices are to be mailed 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 or to the address indicated on the Purchase Order.**
    i. Material release number OR the control number
    ii. Purchase Order number
    iii. A complete description of the items
    iv. Itemized list price
    v. Total dollar amount shall be net

19. **ACH PAYMENTS:** Payments will be made to Awardee(s) by SBBC via ACH (Automated Clearing House) for automatic deposits (credits) after goods or services are provided by Awardee in accordance with bid requirements. To facilitate payments to be directly deposited, the ACH Payment Agreement must be submitted to achrequests@browardschools.com New vendors can do this as part of the supplier registration process described below. Vendors already registered on SBBC's eProcure Online Supplier Portal can update their information by downloading a copy of the ACH Payment Agreement and submit the completed form to the Purchasing Help Desk email stated above.

20. **LEAD-FREE STATEMENT:** All material supplied SBBC must be 100% lead-free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead-free shall be supplied to SBBC. **No bid shall be considered unless this is agreed to by the Bidder.**

21. **VALUE:** No guarantee as to the dollar amount of this bid is implied or given. SBBC is not obligated to place any orders with any Awardee participating in this bid. However, all SBBC locations will be urged to refer to catalogs and fixed percentage discount Awardee(s) to fill their orders at the lowest price.

22. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three (3) years of the Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, thirty (30) calendar days before the first-anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice returned to the Awardee for correction.
    a. The Director, Procurement & Warehousing Services, may, in the Director's sole discretion on behalf of the SBBC, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require vendor to provide irrefutable evidence that ALL the following circumstances exist:
        i. The volatility is due to causes wholly beyond the vendor's control; and

ii. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
iii. The effect on pricing or availability of supply is substantial; and
iv. The volatility so affects the vendor that continued performance of the Agreement would result in a substantial loss.

Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing

23. **PRICE REDUCTIONS:** Awarded vendors may offer SBBC, at any time during the period of the Agreement, additional discounts from the prices offered in this ITB and invoice less than the prices offered in their submitted bid. If, from date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid product, the lowest of these reduced prices shall be extended to SBBC.

24. **PROTECTION OF WORK, PROPERTY, AND PERSONNEL:** The 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 unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to ensure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.

25. **QUALITY OF WORK**: The Contractor agrees to do the work covered under this contract to the best of his/her ability and conforming to this contract and specifications, and of acceptable quality to the trades. The Contractor further agrees to follow proper and appropriate instructions by SBBC.

26. **INSPECTION AND APPROVAL:** All services shall be subject to inspection by an SBBC representative. Said representative shall inspect services from time to time and as often as deemed necessary. The Contractor shall keep SBBC's representative fully informed at all times respecting the progress and manner of the services and the character of the materials being used. Inspection of services shall not relieve the Contractor from any obligation to fulfill this contract. Services that are found to be not in compliance with the requirements and specifications of this contract, shall be made good by the Contractor, and unsuitable materials may be rejected, notwithstanding that such defective services and materials have been previously overlooked by the SBBC's representative and accepted or estimated for payment; if the services or any part thereof shall be found defective, the Contractor shall forthwith remedy such defect in a manner satisfactory to the SBBC's representative. SBBC's representative shall have authority to stop services whenever the provisions of this solicitation are not being complied with and the Contractor shall instruct his employees and any Subcontractor's employees accordingly.

27. **AUTHORITY TO PERFORM**: All work required by Awardee(s) will be authorized and directed through the PPO Supervisor assigned within the PPO Department or PPO Zone as follows:

| **PPO Area** | Phone Number |
|---|---|
| PPO Custodial/Grounds District-wide | (754) 321-4300 |

28. **W-9 FORMS:** All Bidders are requested to complete a W-9 form which can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf , and submit with their bid.

29. **SUPPLIER 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 Purchase Orders or payments cannot be issued to the Awardee without an SAP Vendor number, which is issued after completion of the Online Supplier Portal registration process. Training materials are available via our website at https://www.browardschools.com/PWS (if needed).

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# SECTION 4 – SPECIFICATIONS & BID SUMMARY (PRICING)

1. **BID SUMMARY (PRICING) SHEET:** Complete the attached Excel spreadsheet "Bid Summary Sheet" electronically. If a correction is needed to the Excel spreadsheet, contact the Purchasing Agent as soon as possible. Do not try to re-create or alter the spreadsheet. No handwritten summary sheets will be accepted. The Excel Spreadsheet contains two (2) tabs. The Excel spreadsheet indicates the specific cell that will be used for award purposes. The following is a list of the tabs contained in the Excel spreadsheet and screenshots:

   **TAB 1 - COMPANY REPRESENTATIVE:** Supply requested information in the included "Bid Summary Sheet" with the contact information.

   **TAB 2 – Group A: PRICING**

2. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems..

## GENERAL SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS

1. **DESCRIPTION OF WORK:** On occasion SBBC will experience nuisance pest problems such as cats, dogs, pigeons, foxes, ducks and other wildlife, which will need to be removed from SBBC property. SBBC's Certified Pest Control Operator (C.P.C.O.) will coordinate these services with the Awardee. The Bid Summary Sheet specifies the common problems and an estimate of how many times (occurrences) these services will be needed on an annual basis. All requests for services shall be completed within a 24-hour period.

   Awardee shall maintain all traps set up on SBBC property on a daily basis and remove all trapped animals to avoid any unnecessary suffering by trapped animals. **All captures shall be reported to the C.P.C.O the same day via E-mail or phone.**

   Awardee shall furnish all supervision, labor, materials, travel, fuel costs, and equipment necessary for the performance of these services.

   All work shall conform to all existing governing authorities codes and regulations. The work must be accomplished with professional methods and standards of the trade.

   Awardee shall be responsible for the provision of adequate and proper safety precautions for both the workmen and all persons in or around the work area.

   Awardee assumes full responsibility for completion of the services stipulated for nuisance wildlife and animal control, including removal, transportation, relocation, release, and euthanasia, as lawfully required.

2. **EQUIPMENT:** Bidders must possess, at a minimum, the following items:

   A. Medium size humane live traps (for raccoon, possums, feral cats and ducks)
   B. Large size humane traps (for fox, dogs, etc.)
   C. Pigeon live traps
   D. Snare poles

3. **IGUANA GUARDS:** Polycarbonate: Clear, UV resistant Fastener (non metal, weather resistant, adjustable)
   A. Large Tree Iguana Guards .030 gauge x 15.875"H 96"L
   B. Medium Tree Iguana Guards .030 gauge x 15.875"H 48"L

4. **IGUANA BARRIER:** Polycarbonate: Clear, UV resistant Fastener (non metal, weather resistant)
   A: To be installed and fastened around perimeter of building or portable to a depth of 6" below surface.
   B: Install ¾" rock 6" wide x 6" deep around perimeter of building or portable.

5. **PRICING:** Bidders shall furnish prices for total cost of job. All transportation costs, travel time, supervision, etc. is to be included in the bid price.

6. **REGULATIONS:** Awardee shall abide by all local, state and federal regulations and shall adhere to all State of Florida Fresh Water and Game Commission Procedures for Capture and Removal of Wild Animals.

7. **CATS AND DOGS:** All captured cats and dogs must be taken to an animal shelter instead of being euthanized.

8. **REPORTS/PHOTOGRAPHS:** Awardee shall provide the Stay Animal Form from Broward County Animal Care Division for all captured cats and dogs to the PPO Supervisor assigned, for each Work Order issued. Photographs must also be attached to the report for every captured animal. A copy of the report(s), including copies of photographs as applicable, must also be included with its associated invoice.

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# SECTION 5 – MINIMUM INSURANCE REQUIREMENTS

**Insurance Requirements.** The Awardee shall comply with the following insurance requirements throughout the term of this Agreement.

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.

2. **Workers' 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).

3. **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 the insured acquires any vehicles throughout the term of this Agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

4. **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.

5. **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.
   i. New vendors will receive an email notification requesting account verification and insurance agent information.
   ii. Existing vendors will receive an email notification of the current status.

6. **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
   i. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
   ii. All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.
   iii. 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

7. **Cancellation of Insurance.** Awardee is 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 canceled.

8. **Acceptability of Insurance.** 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.

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# SECTION 6 – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

**SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP):** The 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. **Please visit our website to access the SBBC's SDOP Policy 3330:**
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/Policy%203330_Revised%204.21.2020.pdf

Nondiscrimination:
Each Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Bidder 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 Bidder on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Bidder 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**
In accordance with SBBC Policy No. 3330, Section E.7.b., The GSC has recommended, PPO department ("end-user") use a form of vendor rotation in the "bid" selection process. To include at least one (1) SBBC Certified SMWBE in the bid process and if any subcontracting opportunity may be available.

**All Bidders/Proposers** must complete Document 00471 at the time of submission (see Attachment A). The SBBC-Certified S/M/WBE firms should provide one of the following types of evidence of SBBC-Certification:

a. SBBC S/M/WBE Certificate or
b. SBBC Letter of S/M/WBE Certification

**For Information on "How to become certified", visit our website at www.browardschools.com/Page58415**
**Also visit** browardschools.com/Page/59879 **for the list of current SBBC certified firms.**

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# SECTION 7 – GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. Electronic signatures on bid documents will be accepted pursuant to Section 668.004, Florida Statutes. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**

   a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.

   b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement & Warehousing Services **on or before 2:00 p.m. ET on the date due** for bid to be considered**.** Bids shall be opened at 2:00 p.m. ET on the date due. Bids submitted by email, telegraphic or facsimile transmission shall not be accepted.

   c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.**

   d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute Attachment D "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such an attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete their portion of the form. Failure to submit and execute this form, with the bid, shall result in the bid being considered "non-responsive" and bid rejected**.**

2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to the quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted shall govern.

   All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered shall not be a consideration in the determination of an award of the bid(s).** If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

   a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of agreements for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.

   b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.

   c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. 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 Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. Instead of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

   e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.

3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of the request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement & Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.

4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless the actual date of delivery is specified (or if specified delivery cannot be met), show the 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 SBBC administration is closed.

5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement & Warehousing Services no later than **ten working days, or as stated in the Special Conditions,** prior to the original bid opening date. If necessary, an Addendum shall be issued.

6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes 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.

7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.

8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.

9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. 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 seller and return product at Awardee's expense.

10. **PAYMENT:** Payment shall 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. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).

11. **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 Bidder 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 Bid. Any employees identified by the Bidder when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES, AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 5 of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (continued…)

12. 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 Agreement.

13. **LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications, and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications, and Registrations required for this Bid 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. Bidder must submit a copy of all its current Licenses, Certifications, and Registrations required as described herein, either with its Bid 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 within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.*

14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC 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 Agreement, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

15. **OSHA:** The Awardee warrants that the product supplied to SBBC 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 shall be considered as a breach of agreement.

16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

17. **ANTI-DISCRIMINATION:** SBBC, prohibits any policy or procedure which results in discrimination based on 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, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.

18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.

19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall 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 SBBC occasioned by the negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Agreement as a result of their bid.

20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of the bid, SBBC shall 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 shall be returned to the Awardee.

21. **CANCELLATION:** In the event, any of the provisions of this bid 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, a recommendation shall be made to SBBC for immediate cancellation.

22. **IRREVOCABILITY OF BID**: A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.

23. **INFORMATION NOT IN ITB**: No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.

24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place an order for goods/services as a result of this award. Order placement shall be based upon the needs and best interests of SBBC.

25. **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. (Unless otherwise stated in the Special Conditions) Payment shall 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 shall make direct payments to the vendor.

26. **NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) **7:00 a.m. to 2:00 p.m. ET.**

27. **SUBSTITUTIONS:** SBBC *SHALL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.

28. **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 Bidder is a responsible Bidder.

29. **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 SBBC also be 100% formaldehyde-free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** shall be supplied.

30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement & Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.

31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. 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 an agreement entered into as a result of this bid or (b) the termination date under any applicable period of extension under an agreement entered into as a result of this bid.

32. **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 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.

33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **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 shall be deemed to be not correct and may be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included in Purchase Order.

34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete Agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee 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.

35. **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 Agreement term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment shall 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 Agreement and were connected to the SBBC's network.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, 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 SBBC 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 SBBC 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 SBBC administration is closed. Section 3 b, Chapter 120.57, 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 3, Chapter 120.57), 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 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. 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 & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement & Warehousing Services and on www.demandstar.com on Januiary 9, 2023 at 3:00 pm and shall remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted in Procurement & Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB 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 ITB 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 SBBC 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 SBBC 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 SBBC 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 Agreement. SBBC shall provide the estimated Agreement amount to the vendor 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 Agreement 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. **All documentation necessary for the protest proceedings shall 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. (continued….)**

37. (Continued):
    **Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.**

38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time-stamped in PROCUREMENT & WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due. The address for bid submittal, including hand-delivery and overnight courier delivery, is indicated as 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement & Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder 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 1.)

39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. A packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment shall result in refusal of shipment at the Awardee's expense.

40. **USE OF OTHER AGREEMENTS:** SBBC reserves the right to utilize any other SBBC agreement, any State of Florida Agreement, any agreement awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code 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.

41. **LIABILITY: Any bid that fails to accept these conditions shall be rejected as "non-responsive."**
    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 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 or due to the products, goods, or services furnished by Awardee, its agents, servants, or employees; the equipment of 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 are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Awardee, SBBC, or otherwise.

42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

43. **GOVERNING LAW**: This ITB and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **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 bid 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.

45. **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 nonfinancial 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 a government-wide effect. A lower-tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement agreement for goods or services, regardless of type, under a primary covered transaction; and any procurement agreement 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 agreement 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 bid, 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.

Every time a Bid is submitted that includes a reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**

46. **REASONABLE ACCOMMODATION:** 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.

47. **SEVERABILITY:** If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this ITB 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 ITB 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.

48. **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 Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder'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.

49. **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 shall be recorded on SBBC'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.

50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for an award shall be given to Bidders in the following sequence:

- 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;
- The Broward County Certified Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
- The Florida Certified Minority/Women Business Enterprise Bidder;
- The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
- The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
- If the application of the above criteria does not indicate a priority for an award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement & Warehousing Services; the tie low bid Bidders invited to be present as witnesses.

Included as a part of these bid 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 shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for a bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the ITB form.

51. **DISPUTES**: In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
- The ITB; then
- Bidder's submitted bid.

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this Agreement must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to the submission of Bid. **For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit** www.browardschools.com/sdop.

53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.

54. **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 shall 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 Agreement to SBBC, and who meet any or all of the three requirements identified above.** This background screening shall be conducted by SBBC in advance of the Awardee or its personnel providing any services. The awardee shall 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 the 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 July 1, 2015, 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 an SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall 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 an Agreement Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and an 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. **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 shall be one year from the date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**

**Awardees 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.**

55. **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 shall 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, agreements or sub-agreements that directly or indirectly pertain to the transactions between the District and the Awardee(s).

56. **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 Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.

57. **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 SBBC. These orders shall 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 Awardees 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. (continued….)

57. 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 an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

58. **NONCONFORMANCE TO AGREEMENT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in the bid and/or Purchase Order may be rejected upon delivery and/or maybe 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) For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
   b) All departments being advised not to do business with Awardee.

59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, 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 & 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 & Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the release of the solicitation until the Agreement is awarded by SBBC. Further, any Awardee, 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 Awardee is attempting to sell goods or services to SBBC 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 Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

60. **TERMINATION:** This Agreement award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days written notice that SBBC is terminating the Agreement award.

61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. **MEET OR RELEASE:** If during the Agreement term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this Agreement, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC shall request Awardee to meet the lower price offered by the third party supplier. The awardee shall be required to respond to this request within three (3) days of the request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this Agreement. No response to this request shall indicate that Awardee is unable to offer the item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of Agreement. Each purchase shall be considered separate and apart from each other.

63. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to 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.

(continued)

63. *Awardee agrees that it may create, receive from or on behalf of SBBC, 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 shall: (1) hold the Confidential Records in strict confidence and shall 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 SBBC 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 SBBC, Awardee agrees to provide SBBC 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 SBBC to terminate any contract with Awardee.*

64. **PROPRIETARY INFORMATION**: Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent, a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

    Should a public record request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. The awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public record request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

65. **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 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 will immediately terminate this Agreement. Termination pursuant to this section is not a breach of this Agreement and may not be considered as such.

66. **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Awardee 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, Awardee 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. Awardee 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 Awardee does not transfer the public records to SBBC. Upon completion of the Agreement, Awardee shall transfer, at no cost, to SBBC all public records in possession of Awardee or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Awardee transfers all public records to SBBC upon completion of the Agreement, Awardee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee keeps and maintains public records upon completion of the Agreement, Awardee 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. (continued……)

66. **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.**

67. **NONDISCRIMINATION:** As a condition of entering into the award of this ITB, Awardee 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.

    As part of such compliance, Awardee 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 Awardee retaliate against any person for reporting instances of such discrimination. Awardee 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. Awardee understands and agrees that a material violation of this clause is considered a material breach of an award of this ITB and may result in termination of this ITB, disqualification of the company from participating in SBBC's solicitations, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

68. **ANNUAL APPROPRIATION**: SBBC's performance and obligations under this ITB 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 ITB, this ITB 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.

69. **EXCESS FUNDS**: Any party receiving funds paid by SBBC under this ITB 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.

70. **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 ITB and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

71. **NO THIRD PARTY BENEFICIARIES**: The parties (SBBC and Awardee) expressly acknowledge that it is not their intent to create or confer any rights or obligations under this ITB in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this ITB. The parties agree that there are no third-party beneficiaries to this ITB and that no third-party is entitled to assert a claim against any of the parties based upon this ITB. 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 ITB.

72. **DEFAULT**: The parties (SBBC and Awardee) agree that, if either party is in default of its obligations under this ITB, 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 ITB 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 60.

73. **INDEPENDENT CONTRACTOR**: The parties (SBBC and Awardee) to this ITB are acting in the capacity of independent contractor(s) 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 ITB. 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.

74. **RIGHTS AND REMEDIES**: The duties and obligations imposed by this ITB 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.

**[THIS SECTION IS INTENTIONALLY LEFT BLANK]**

# SECTION 8 – FORMS AND ATTACHMENTS

Please fill out all the attachments below. Some attachments must be notarized.

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

# ATTACHMENT A – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) FORMS

The following forms are due at the time of Bid submittal and can be found on EDDC's website (links below).

1. **MONTHLY UTILIZATION REPORT**
   If awarded, the awardee shall login to the SDOP Management System (SMS) monthly to report payments made to the certified Small/Minority/Women Business Enterprise (S/M/WBE) subcontractor listed in the original proposal submitted.
   If you are a S/M/WBE Prime self performing, monthly payments received must be reported through the SDOP Management System (SMS).
   Access the SMS: Your username is your email address. If you are S/M/WBE certified or currently a prime or subcontractor with a local public or county agency, your firm may already have an existing account.
   **Monthly Utilization Reports are due on the first of the month.** After two weeks, the system will no longer be open – for that reporting period – and a request must be submitted to the EDDC Business Intelligence & Process Management Team at eddcbiteam@browardschools.com.
   The Economic Development & Diversity Compliance department 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. For information on how to become a certified supplier, visit the certification webpage.
   You may also access the certified S/M/WBE directory at browardschools.com/SDOP.

2. FORM 00480 - S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM
   Access the certified S/M/WBE directory at browardschools.com/SDOP
   **Document Link:**
   browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00480%20Good%20Faith%20Effort%20Form.pdf
   **Document Preview:**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)
Document Number 00480

S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM DATE:

| CONTACT INFORMATION | | | |
|---|---|---|---|
| Solicitation Title: | | | |
| Solicitation #: | | | |
| Bidder/ Submitting Firm: | | | |
| Contact Person: | | | |
| Phone #: | | Email: | |

| GOOD FAITH EFFORT DOCUMENTATION |
|---|
| The purpose of this form is to demonstrate good faith efforts in meeting the required subcontracting goal. Respondents must obtain a total of **seventy (70) or more points in order to pass,** indicating that good faith efforts were sufficient. The good faith efforts demonstrated must be with Broward County Public Schools S/M/WBE Certified firms. |

   The certified S/M/WBE directory is available at browardschools.com/SDOP.

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

# ATTACHMENT B – CONFLICT OF INTEREST

**MUST BE COMPLETED BY ALL BIDDERS.**

## DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder 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 Bidder's Employee | SBBC Title or Position of Bidder's Employee | SBBC Department/ School of Bidder's Employee |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

_____ _____

Signature Company Name

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

# ATTACHMENT C – DEBARMENT

**MUST BE COMPLETED BY ALL BIDDERS.**

## 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.

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Signature(s) Date

## [THIS SPACE IS INTENTIONALLY LEFT BLANK]

# INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT C

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.

# ATTACHMENT D – BIDDER PREFERENCE

**See Special Condition 17**

## LEGAL OPINION OF BIDDER PREFERENCE

**MUST BE COMPLETED BY ALL BIDDERS.**

Bidder (Firm) Name: _____

Identify the state in which the Bidder has its principal place of business: _____

Bidder's Signature: _____

**INSTRUCTIONS: If your principal place of business 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 the 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 agreements 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 agreements 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 agreements 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 agreements 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: _____

# ATTACHMENT E – DRUG FREE WORK PLACE

**MUST BE COMPLETED BY ALL BIDDERS.**

**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 _____

_____

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 shall 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).

4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall 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. Shall 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. I 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 name of notary public)

_____
(Notary Public Signature)

(seal/stamp above)

# ATTACHMENT F – WORKERS' COMPENSATION AFFIDAVIT

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

## WORKERS' COMPENSATION AFFIDAVIT

---

### CERTIFICATION OF NUMBER OF EMPLOYEES

_____ (Bidder 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:

# ATTACHMENT G – 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: _____
(Company Name)

TO:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: Edgar Lugo
BID: FY23-246 – Animal Control Services

# SECTION 9 – STATEMENT OF "NO BID"

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, before the Bid Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information shall help SBBC in the preparation of future Bids.

Company Name:_____

Contact: _____

Contact's Email: _____

Telephone: _____

| | |
|---|---|
| ✓ | **Reasons for "NO Bid":** |
| ☐ | 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 Invitation to Bid. |
| ☐ | Unable to hold prices firm through the term of the Agreement 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 ITB**

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | OO. Operations |
| **DEPARTMENT:** | Procurement & Logistics Operations |

| | |
|---|---|
| Agenda Item Number: | OO-10. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**ITB-FY23-252 - Hazardous Chemical Removal**

**REQUESTED ACTION:**

**Approve additional spending authority of $85,000 and the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and the following two (2) Vendor(s): Chem-Klean Corp; Triumvirate Environmental Services, 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 Letters-2
- Evaluations-2
- Invitation to Bid

**FINANCIAL IMPACT:**

$85,000, which will bring the new total award amount to $1,134,000, and is funded by the Environmental Health & Safety and Physical Plant Operations Budgets.

**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: | 754-321-2659 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Feb 24, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 10, 2026

By: _____

School Board Chair

**For more information, please contact:**
Name: Mark D. Dorsett
Title: Task Assigned, Chief Operations Officer
Phone: 754-321-2659

**EXECUTIVE SUMMARY**

**Recommendation to Approve First Amendment and Additional Spending Authority**
**FY 23-252 – Hazardous Chemical Removal**

---

**Board Meeting Date:** March 10, 2026

**Requested Action:**
Approve additional spending authority of $85,000 and the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and the following two (2) Vendor(s): Chem-Klean Corp; Triumvirate Environmental Services, LLC.

**School Board Policy Requirement/Authority:** Not Applicable

**Statutory Requirement/Authority:** Yes. Broward County Chapter 27, Florida Statute 403.703-403.7895, 40 CFR Parts 260-273.

**District-Zone Impact:** District-wide

**Impact of the School Board's Vote:**
**- If the School Board votes "Yes":** District will be able to properly dispose of universal wastes and hazardous chemicals/materials stored in District's schools, administrative facilities, and warehouses.
**- If the School Board votes "No":** Denial of the Agreement District will be at risk of non-compliance with local, state, or federal regulations for the proper disposal of hazardous chemicals/materials.

**Background/History**
On February 15, 2023, the Board approved ITB FY23-252 with an initial term of 3 years, with an option for two additional, one (1) year renewals, and an initial spend authority of $249,000 (Item OO-17). The purpose of this ITB-FY23-252, Hazardous Chemical Removal is to provide packaging, pickup, and disposal services for universal wastes and hazardous chemicals at all locations in the District, as needed. Additional spending authority was requested in May and September of 2024 to dispose of expired liquid and gel hand sanitizer (hazardous material) originally purchased and later disposed utilizing this contract and ARP funding.

This ITB will be utilized by Environmental Health & Safety (EH&S) to coordinate the proper collection, removal, and disposal of expired laboratory chemicals, facility maintenance paints, batteries, cleaning chemicals, automotive oils, solvents, nicotine and THC vape devices, and other universal wastes and hazardous materials from schools and administrative sites. This contract will also provide services for the emergency cleaning and disposal of hazardous materials and contaminated soil in the event of an accidental release at any of the District sites.

Triumvirate Environmental Services, LLC will have a two percent (2%) price increase per their letter of renewal.

Agreement Term: April 1, 2023, through March 31, 2027; with the option to extend for one (1) additional one (1) year periods; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

**Alignment to 2027 Goals and Guardrails:**
Business Operations

**Measurable Outcome(s)/Return on Investment:**
Continued District Compliance with local, state, and US Environmental Protection Agency (US EPA) regulations.

**Financial Impact, Funding Source & Budget Status:**
The additional spending authority requested is $85,000, which brings the revised total award amount to $1,134,000.
Funding for this item is provided through the Environmental Health & Safety and Physical Plant Operations budgets, via the maintenance transfer mechanism identified in the District Educational Facilities Plan (DEFP). Funding for the current fiscal year (FY2025–2026) is included in the District's approved budgets. Funding for future fiscal years is incorporated in the DEFP and projected maintenance transfers. All future appropriations are contingent upon School Board adoption of subsequent annual budgets.

| ACTION | BOARD DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT | TERM (months) |
|---|---|---|---|---|---|
| Agreement - original spending authority request | 2/15/2023 | Yes | EH&S and PPO | $249,000 | 36 |
| Additional spending authority request | 5/21/2024 | Yes | EH&S, PPO, & ARP Grant Fund | $630,000 | |
| Additional spending authority request | 9/10/2024 | Yes | ARP Grant Fund | $170,000 | |
| First Renewal – additional spending authority request | 3/10/2026 | Yes FY2025-2026 | EH&S and PPO Fund: 1000 | $20,000 (April 1, 2026 – June 30, 2026) | 12 |
| | | Yes FY2026-2027 | EH&S and PPO Fund: 1000 | $65,000 (July 1, 2026 – March 31, 2027) | |
| **Total Agreement Amount** | | | | **$1,134,000** | **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. The original Agreement is for a three (3) year initial period with two (2) one (1) year extensions. This item is for the approval of the first one (1) year extension and reflects discounts over a single-year agreement.

Agreement Term: April 1, 2023, through March 31, 2027; with the option to extend for one (1) additional one (1) year periods; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

**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.

**Impact on Schools:**
The identification, characterization, pickup and disposal of these products supports a working and educational environment that is free of clutter and reduces the risk of the release of chemicals into the environment.

**If there is an impact on schools, how will schools be selected/prioritized:**
Participation is open to all schools across the District without prioritization.

**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:** | January 15, 2026 |
| **Previous Bid # (Ex: 10-004R):** | FY23-252 | **Buyer/PA:** | EDGAR LUGO |
| **New Bid Award Total:** | $1,134,000 | **Bid Title:** | Hazardous Chemical Removal |
| **Previous Award Total:** | $1,049,000 | | |
| **Bid Type:** | RENEWAL OF BID | | |
| **Previous Bid Term (Start Date):** | 4/1/2023 | **New Bid Term (In Months):** | |
| **Previous Bid Term (End Date):** | 3/31/2026 | **# of Months Into Bid:** | 33 |

| SPEND REPORTING | |
|---|---|
| **Purchase Order(s) Spend:** | $1,000,131 |
| **P Card Purchases:** | $0 |
| **Total Invoiced-to-Date Amount (PO + Pcard Purchases):** | **$1,000,131** |
| **Average Monthly Expenditure:** | $30,307 |
| **Unused Authorized Spending:** | **$48,869** |
| **Est. Forecasted Spend (For Entire Bid Term):** | |

| VENDOR INFORMATION | | |
|---|---|---|
| **Awarded Vendors:** | **M/WBE Status (If applicable):** | **Spend:** |
| 144748-CHEM-KLEAN CORP | | $ 890,031 |
| 129967-TRIUMVIRATE ENVIRONMENTAL SERVICES | | $ 110,100 |
| | **PO VENDOR SPEND:** | **$ 1,000,131** |
| | **P-CARD SPEND:** | **$ -** |
| | **TOTAL SPEND:** | **$ 1,000,131** |

**NOTES (Type Below):**

| Default Funding Source* | | Department/School & Sign-off Information* | |
|---|---|---|---|
| **Cost Center** | 1703096240 | **Name** (First & Last) | Alison D. Witoshynsky |
| **Fund** | 1000 | **Title** | Director |
| **Functional Area** | 8102791210000000 | **Department/School Name** | Environmental Health & Safety |
| **Commitment Item** | 53970000 | **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:** | **2/4/2026** |
|---|---|---|

**All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.**

**John Wesley White**
**Director, Procurement & Logistic Operations**
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/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

January 15, 2026

Chem Klean Corp.
Attn: Chritian Ramos
9330 NW 100th Street
Medley, FL 33178

Email: cramos@chemklean.com
Phone: 305-863-7907

| | |
|---|---|
| Subject: | Letter of **Renewal** of the Contract |
| ITB #: | FY23-252 |
| ITB Title: | Hazardous Chemical Removal |

Dear Mr. Ramos

The above-referenced contract expires on 3/31/2026. In accordance with Special Condition 4 Section 3 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2026 through 3/31/2027. 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 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 1/22/2026. 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,

Edgar Lugo

Edgar Lugo
Manager, Construction Sourcing

**VENDOR RESPONSE**

Christian Ramos 1/15/26
Signature/Date - Authorized Representative

Christian Ramos
Printed Name - Authorized Representative

Cc: John Wesley White, Director, Procurement & Logistic Operations
Alison Witoshynsky, Director, Environmental Health & Safety
Gianet Puma, Project Manager, Environmental Health & Safety

Docusign Envelope ID: 4C190A92-309D-449E-A4FD-8E7EFE425845

Established 1915
BROWARD
County Public Schools

**John Wesley White**
**Director, Procurement & Logistic Operations**
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/bcps-

**The School Board of Broward County, Florida**

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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

January 21, 2026

Triumvirate Environmental Services, LLC
Attn: Emily Duquette
3701 SW 47th Avenue
Davie, FL 33314

Email: contracts@triumvirate.com
Phone: 954-583-3795

| | |
|---|---|
| Subject: | Letter of **Renewal** of the Contract |
| ITB #: | FY23-252 |
| ITB Title: | Hazardous Chemical Removal |

Dear Mr. Mooney

The above-referenced contract expires on 3/31/2026. In accordance with Special Condition 4 Section 3 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2026 through 3/31/2027. 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 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 a higher price(s) contained on the attached page(s).
☐ No, I do not wish to renew the current contract award.

In accordance with Special Condition 18 – Price Adjustment of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed with a price adjustment.

Percent of increase being requested: 2 %

Please sign and date this document in the space provided and return it to my attention no later than 1/27/2026. 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,

Edgar Lugo

Edgar Lugo
Manager, Construction Sourcing

**VENDOR RESPONSE**

Signed by: Emily Duquette 1/22/2026
7BC711382B934ED...
Signature/Date - Authorized Representative

Emily Duquette
Printed Name - Authorized Representative

TRIUMVIRATE
ENVIRONMENTAL

200 Inner Belt Road
Somerville, MA 02143
**www.triumvirate.com**

January 27th, 2026

Dear Edgar Lugo,

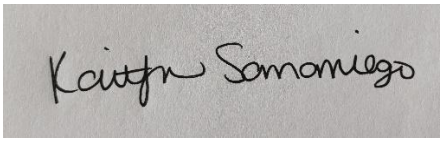
Thank you for your ongoing business with Triumvirate Environmental, Inc. We sincerely value your business and appreciate the opportunity to provide WOW! level service to you in the future. Despite an unsettled inflationary economy, market conditions in our industry have gone from highly active to unprecedented. As you have no doubt experienced, waste shipment in-slots lead times, and incineration capacity has affected the overall industry.

We strive to provide safe, compliant, and dependable services to meet your needs while managing the overall limit within the incineration market. At the same time, the industry has experienced operating costs including labor, materials and equipment, health care and benefits, as well as energy and insurance, and regulatory burdens on the incinerator market.

Despite our best efforts to control these impacts, we are faced with the necessity to raise our disposal rates due to increased incineration costs. Effective April 1st, 2026, Triumvirate will increase your current rates by 2%.

Your business is important to us, and we are doing everything possible to mitigate these costs. This increase will enable us to continue to provide the quality of service you have come to expect from Triumvirate. If you have any questions, please feel free to contact me directly.

Sincerely,



Kaitlyn Samaniego
Assistant General Manager, Southeast Division
Triumvirate Environmental Inc.
3701 SW 47th Ave
Davie, FL 33314

| Item # | Description | Unit of Measure | Price Per Unit of Measure | 2026 - 2% Increase |
|---|---|---|---|---|
| 1 | Hot Dip Tank Contents | 55 Gallon Drum | $ 295.00 | $ 300.90 |
| 2 | Waste Lacquer Thinner and Other Flammable Liquids | 55 Gallon Drum | $ 235.00 | $ 239.70 |
| 3 | Tank Condensate (Petroleum Contact Water) | 55 Gallon Drum | $ 115.00 | $ 117.30 |
| 4 | Tank Condensate (Petroleum Contact Water) | Gallon (Pump Out) | $ 1.75 | $ 1.79 |
| 5 | Hydraulic Lift Pit Clean Out | Gallon (Pump Out)* | $ 45.00 | $ 45.90 |
| 6 | Asbestos Brake Lining / Pad Removal | 55 Gallon Drum | $ 130.00 | $ 132.60 |
| 7 | Pesticides, Herbicides and Formaldehyde | 55 Gallon Drum | $ 625.00 | $ 637.50 |
| 8 | Water Treatment Chemicals | 55 Gallon Drum | $ 295.00 | $ 300.90 |
| 9 | Waste Refrigerant Oil (non-haz) | 55 Gallon Drum | $ 285.00 | $ 290.70 |
| 10 | Waste Refrigerant Oil (non-haz) | 55 Gallon Drum | $ 265.00 | $ 270.30 |
| 11 | Waste Refrigerant Oil (non-haz) | 5 Gallon Drum/Pail | $ 105.00 | $ 107.10 |
| 12 | Used Oil Filters | 55 Gallon Drum | $ 115.00 | $ 117.30 |
| 13 | Used Oil | Gallon | $ 0.15 | $ 0.15 |
| 14 | Used Anti-freeze / Coolant | Gallon | $ 0.45 | $ 0.46 |
| 15 | Oil Contaminated Oil Dry/Absorbent | 55 Gallon Drum | $ 135.00 | $ 137.70 |
| 16 | Oily Rags | 55 Gallon Drum | $ 135.00 | $ 137.70 |
| 17 | Grease/Lubricant (Bulk) | 55 Gallon | $ 170.00 | $ 173.40 |
| 18 | Grease/Lubricant (Loosepack) | 55 Gallon | $ 135.00 | $ 137.70 |
| 19 | Hydraulic Fluid | 5 Gallon | $ 45.00 | $ 45.90 |
| 20 | 55 Gallon Drum for Petroleum Products (Lab Packs) | 55 Gallon Drum | $ 395.00 | $ 402.90 |
| 21 | Lab Pack for Landfill - Cubic Yard Tote | Tote | $ 365.00 | $ 372.30 |
| 22 | Lab Pack for Landfill - X Box | X Box | $ 45.00 | $ 45.90 |
| 23 | Lab Pack for Landfill - 55 Gallon Drum | 55 Gallon Drum | $ 145.00 | $ 147.90 |
| 24 | Lab Pack for Landfill - 30 Gallon Drum | 30 Gallon Drum | $ 115.00 | $ 117.30 |
| 25 | Lab Pack for Incineration - Cubic Yard Tote | Tote | $ 1,295.00 | $ 1,320.90 |
| 26 | Lab Pack for Incineration - X Box | X Box | $ 145.00 | $ 147.90 |
| 27 | Lab Pack for Incineration - 55 Gallon Drum | 55 Gallon Drum | $ 395.00 | $ 402.90 |
| 28 | Lab Pack for Incineration - 30 Gallon Drum | 30 Gallon Drum | $ 345.00 | $ 351.90 |
| 29 | Lab Pack for Incineration - 15 Gallon Drum | 15 Gallon Drum | $ 195.00 | $ 198.90 |
| 30 | Lab Pack for Incineration - 5 Gallon Drum/Pail | 5 Gallon Drum/Pail | $ 95.00 | $ 96.90 |
| 31 | Animal Specimens in Formalin (Loosepack) | 5 Gallon Drum | $ 115.00 | $ 117.30 |
| 32 | Animal Specimens in Formalin (Loosepack) | 30 Gallon Drum | $ 395.00 | $ 402.90 |
| 33 | E-coli Petro Dish (neutrilized in Bleach) | Box | $ 95.00 | $ 96.90 |
| 34 | Cooking Oil (New/Used) | 5 Gallon | $ 45.00 | $ 45.90 |
| 35 | Latex/Acylic Paint (Bulk) | 55 Gallon Drum | $ 195.00 | $ 198.90 |
| 36 | Oil-Based Paint | Gallon | $ 21.95 | $ 22.39 |
| 37 | Flammable Paint: lacquer/enamel (Loosepack) | 55 Gallon | $ 395.00 | $ 402.90 |
| 38 | Flammable Paint: lacquer/enamel (Bulk) | 5 Gallon | $ 115.00 | $ 117.30 |
| 39 | Aerosol Can(s) (Paint or Other) | 30 Gallon Drum | $ 165.00 | $ 168.30 |
| 40 | Paint Thiner Liquid | 1 Gallon | $ 21.95 | $ 22.39 |
| 41 | Paint Booth Filters | 55 Gallon Drum | $ 395.00 | $ 402.90 |
| 42 | Paint Booth Filters | 30 Gallon Drum | $ 345.00 | $ 351.90 |
| 43 | Denatured Alcohol | Gallon | $ 21.95 | $ 22.39 |
| 44 | Electronic Waste for recycle (Batteries Removed) | Cu Yard | $ 495.00 | $ 504.90 |
| 45 | Electronic Waste for recycle (Batteries Removed) | Pound | $ 1.45 | $ 1.48 |

**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 #:** FY23-252 | **Bid Title:** Hazardous Chemical Removal |
| **Purchase Order #:** | **Product/Service Provided:** |
| **Supplier (Company) Name:** TRIUMVIRATE ENVIRONMENTAL SERVICES | |
| **Contact Name:** Lucia Rynka Estevez | **Contact Phone #:** ( 786 ) 468 - 6922 |

## 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:** Teresa Thomas | **Title:** Coordinator Env. co | **Contact Phone #:** (754) 321 - 4200 |
| **School/Department:** EH&S | | |
| **Participant's Signature:** Teresa Thomas | | **Date:** 02/04/2026 |

**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 #:** FY23-252 | **Bid Title:** Hazardous Chemical Removal |
| **Purchase Order #:** | **Product/Service Provided:** |
| **Supplier (Company) Name:** CHEM-KLEAN CORP | |
| **Contact Name:** Christian Ramos | **Contact Phone #:** ( 305 ) 863 - 7807 |

## 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:** Teresa Thomas | **Title:** Coordinator Env. compliAnce | **Contact Phone #:** (754) 321 - 4200 |
| **School/Department:** EH&S | | |
| **Participant's Signature:** *Teresa Thomas* | **Date:** 02/04/2026 | |

# PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS


12/5/2022

**ADDENDUM NO.** 1

**ITB** FY23-252

**BID NAME:** Hazardous Chemical Removal

**TO ALL BIDDERS:**

This Addendum amends the above-referenced **ITB** in the following particulars only:

1. Attached are response(s) to the question(s) received.
2. As a reminder, the bid due date is December 15, 2022 at 2:00 pm.

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Bidder Acknowledgement Form", Section 1 of **ITB** FY23-252 Bidder certifies acceptance of this Addendum.

Sincerely,

*Edgar Lugo*

Edgar Lugo
Manager, Construction Sourcing

## QUESTIONS & ANSWERS

- **QUESTION #1:** Page 1 of the Invitation to Bid states Small/Minority/Women Business Enterprise Certification/Participation (S/M/WBE) Vendors are being utilized for this Agreement. Can you please confirm this contract requirement?

  **ANSWER TO QUESTION #1:** SBBC Policy 3330 requires SMWBE Participation on ALL District Contracts. The SMWBE Goal implemented in this solicitation is a **non-mandatory** Annual Aspirational Goal which encourages all Bidders/Proposers to voluntarily engage SBBC Certified SMWBE firms as subcontractors/subconsultants. Ancillary services will count towards goal attainment. A list of Certified Firms can be found on our Website: please visit: https://www.browardschools.com/Page/59879 for the Certified Suppliers Directory.

---

- **QUESTION #2:** For Group 2 Item #41 and #42- what would fall under regulated liquid and regulated solid lab packs?

  **ANSWER TO QUESTION #2:** Any item identified that would fall in this category. SBBC does not know of any such material, but is including as Additional Info in case we identify a situation where it is needed.

---

- **QUESTION #3:** For Profile Group 2 #43 and #44 Florescent Lamps (each) – is this per bulb?.

  **ANSWER TO QUESTION #3:** There is another contract for regular disposal of fluorescent bulbs. Yes, per bulb, but for a cleanup scenario. So, there could be portions of the bulbs that have broken.

---

- **QUESTION #4:** For Group 2, #45 and #46 Compressed Gas Cylinder- can we get a list of the types of gas cylinders?

  **ANSWER TO QUESTION #4:** We have previously had requested for Medical Oxygen, Helium, Carbon Dioxide, and Nitrogen cylinders.

---

- **QUESTION #5:** For Group 2 #47 to #51, the unit is listed as "each". Should we assume this is per individual battery?

  **ANSWER TO QUESTION #5:** Yes.

---

- **QUESTION #6:** Is SBBC only looking to hire a S/M/WBE entity as the Prime Contractor?

  **ANSWER TO QUESTION #6:** No, this is an Invitation to Bid (competitive solicitation) open to all interested vendors..

---

**This concludes Addendum No. 1 for ITB FY23-252 – Hazardous Chemical Removal**
**All other terms and conditions remain the same.**

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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Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq
Debra Hixon
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Vickie L. Cartwright
Superintendent of Schools

11/23/2022

Dear Prospective Bidders,

**SUBJECT:** **Instructions to Bidders**
**Invitation to Bid: FY23-252 – Hazardous Chemical Removal**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Hazardous Chemical Removal** Any questions regarding this ITB should be addressed to me, in writing via e-mail to **edgar.lugo@browardschools.com** . Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 59) shall take effect. Any bidder, or lobbyist for a bidder, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

- **SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) CERTIFICATION/PARTICIPATION (See 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 agreements. S/M/WBE vendors utilized for this Agreement must be certified by SBBC's Supplier Diversity Outreach Program Office prior to the submission of the 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.

- **SUBMITTAL REQUIREMENTS**
  Submittal Requirements in Section 1 is a listing of submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**
  The Bid Summary Sheets upon which the Bidder submits its prices should be completed in electronically (Excel, if applicable). The Bidder Acknowledgement Section must be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- **PRICING CORRECTIONS**
  SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- **DUE DATE**
  Bids are due in Procurement & Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.

- **STATEMENT OF "NO BID"**
  If you are **not** submitting a bid in response to this ITB, please complete Section 9, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to **edgar.lugo@browardschools.com** . Your response to the Statement of "No" Bid is very important to Procurement & Warehousing Services when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Edgar Lugo
Purchasing Agent III

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| | | |
|---|---|---|
| | The School Board of Broward County, Florida<br>**PROCUREMENT & WAREHOUSING SERVICES**<br>7720 West Oakland Park Boulevard, Suite 323<br>Sunrise, Florida 33351-6704<br>754-321-0505 | **INVITATION TO BID (ITB)** |

| | | | |
|---|---|---|---|
| **DUE DATE:** Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:<br>**12/15/2022**<br>Check Addenda for any revised opening dates before submitting your bid. **Bid(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. | ITB NO.:<br>**FY23-252** | RELEASE DATE:<br>**11/23/2022** | PURCHASING AGENT:<br>Edgar Lugo<br>754-321-0508 |
| | BID TITLE:<br>**HAZARDOUS CHEMICAL REMOVAL** | | |

## SECTION 1 – BIDDER ACKNOWLEDGEMENT

**MUST BE COMPLETED BY ALL BIDDERS.**

**IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.**

| | |
|---|---|
| Bidder's Name (Company): | **"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below. |
| "Doing Business As" (d/b/a), if applicable: | ☐ Check this box if the address is the same as stated on the left. |
| Address: | Address: |
| City: | City: |
| State: Zip: | State: Zip: |
| Federal Tax Identification Number: | Telephone Number: |
| **E-mail Address to Send Purchase Orders:** | |

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, 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 Bidder 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. Bidder 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 bid are true and accurate.

*I agree that this bid cannot be withdrawn within 90 days from date due.*

***Signature of Authorized Representative (Manual)***

***Name of Authorized Representative (Typed or Printed)***

***Title***

***Email of Authorized Representative***

## SUBMITTAL REQUIREMENTS

In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☒ below have been submitted.

| | | | |
|---|---|---|---|
| ☒ Bidder Acknowledgement<br>Section 1 | ☒ Conflict of Interest Form<br>Section 8, Attachment B | ☒ Certificate of Debarment<br>Section 8, Attachment C | ☐ Manufacturers Authorization<br>Special Condition __ |
| ☒ Licenses/Certifications<br>Special Condition 7 | ☒ Bid Summary Sheet<br>Section 4 | ☐ S/M/WBE Participation Schedule<br>(Attachment A) | ☐ Statement of Intent to Perform as an S/M/WBE Subcontractor<br>(Attachment A) |
| ☒ W-9 Form<br>Special Condition 22 | ☐ Material Safety Data Sheets<br>Special Condition __ | ☒ Drug Free Work Place Form<br>Section 8, Attachment E | ☐ Descriptive Literature<br>Special Condition ____ |

**Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.**

## SECTION 2 – CALENDAR

| | |
|---|---|
| Wednesday, November 23, 2022 | Release of ITB FY23-252 |
| Wednesday, November 30, 2022 | Vendor written questions due on or before 5:00 p.m. ET via email to: Edgar.lugo@browardschools.com |
| Thursday, December 15, 2022* | *Bids due on or before 2:00 p.m. ET<br>Bid opening will be at:<br>Technical Support Services Center (TSSC)<br>Procurement & Warehousing Services Department (Floor 3)<br>7720 West Oakland Park Blvd.<br>Sunrise, Florida 33351-6704 |
| Thursday, December 22, 2022 | Posting of Recommendation Tabulation |

**NOTE:** If you plan to attend the public meeting or hand-deliver your bid, please arrive 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 appropriate floor.

** These are public meetings. 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, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA 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 – SPECIAL CONDITIONS

1. **INTRODUCTION:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on Hazardous Chemical Removal. as specified herein. The scope of requirements includes, but is not limited to, Hazardous Chemical Removal. Prices quoted shall include inside delivery to various schools, departments, and centers within Broward County, Florida. The Awardee(s) shall receive individual Purchase Orders specifying the name and ship-to address of the various schools, departments, and centers.

   **One original, signed, clearly marked, and complete bid hard-copy must be submitted in a sealed package by the bid due date. Failure to comply with the original hard-copy requirements may result in disqualification.**

   **One IDENTICAL electronic version of the original hard-copy of the bid, on a flash drive, should also be delivered with the proposal to support the bid analysis. The electronic files should be in PDF format except for the Bid Summary Spreadsheet (when applicable), which should be both in the PDF and MS Excel (.xls) formats. If there is a discrepancy between the original hard-copy and the electronic copy, the original hard-copy shall govern.**

2. **BID QUESTIONS:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Edgar Lugo**, Purchasing Agent in Procurement & Warehousing Services, via email to** edgar.lugo@browardschools.com who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither the Purchasing Agent, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

3. **TERM:** The award of this bid shall establish a three (3) year Agreement beginning on **4/1/2023** or upon approval by the Board, whichever is later. Bids shall not be considered for a shorter period of time. If only one bid is received, the term of the Agreement may be reduced to one year.

4. **RENEWAL:** The term of the bid shall be 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. Procurement & Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current Agreement period. The Awardee shall be notified when the recommendation has been acted upon by the School Board.

   When a subsequent award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any agreement awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.

5. **AWARD:** This bid shall will be awarded **BY ITEM** to one primary and up to three alternate responsive and responsible bidders meeting all specifications, terms, and conditions. To be considered for award, Bidder must offer firm, fixed pricing for items specified on the Bid Summary sheet. Bidders are not required to bid on ALL items. The lowest-priced Bidder for each item shall be considered the Primary Awardee for that item. All other responsive Bidders for that item will be Alternate Awardees ranked by the prices they submitted. The responsive Bidder with the next lowest price will be the First Alternate Awardee, the responsive Bidder with the next lowest price after the First Alternate Awardee will be the Second Alternate Awardee, and so on. SBBC reserves the right to procure goods from Alternate Awardee(s), beginning with the First Alternate Awardee, if a) the Primary Awardee cannot comply with delivery requirements or specifications; b) the Primary Awardee is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) due to supply-chain constraints; or e) if SBBC, at its sole discretion, determines that it is in its best interest to do so. When a bid has Primary and Alternate Awardee(s) and the Primary Awardee is unable to perform during the term of the Agreement, Procurement & Warehousing Services may negotiate with the Alternate Awardee for the same or lower unit prices as those submitted by the Primary Awardee.

   After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its Agreement, have its Agreement canceled, be subject to the payment of liquidated damages, and be removed from the bid list and become ineligible to do business with SBBC for two (2) years, as described in General Conditions 21 and 58 and Part II, Section DD of School Board Policy 3320.

6. **USE OF BID:** When orders are for products not listed on the Bid Summary sheet and exceed $5,000, SBBC departments or schools ("end-user") will request a quote from three (3) Awardees (2 of the 3 Awardees must be certified S/M/WBE vendors*). Awardees will provide quotation within three (3) business days of request. End-user will submit a completed Vendor Selection Form with their requisition in SAP (SBBC's ERP system) to generate a PO to the selected Awardee(s).

*Unless no certified S/M/WBE vendors are Awardees. If certified S/M/WBE vendor does not provide quote within 3 business days, end-user will submit documentation of the attempt (email etc) with the Vendor Selection Form/quotes and contact a non-certified Awardee for a quote.

7. **LICENSES/CERTIFICATIONS**: Only Bidders who can comply with the following should submit bids, as only such bidders will be considered qualified. Awardee must maintain all current licensing and certification during the term of the contract. **NOTE: IN ORDER TO BE CONSIDERED FOR AWARD, BIDDER(S) MUST SUBMIT DOCUMENTATION OF EACH OF THE FOLLOWING EITHER WITH ITS BID OR WITHIN FIVE WORKING DAYS OF NOTIFICATION. FAILURE TO PROVIDE WILL RESULT IN DISQUALIFICATION OF BID.**

   **a.** Bidder must provide a current EPA Certificate of Approval showing that Bidder is a hazardous waste transporter.
   **b.** Bidder must provide a current Broward County Environmental Protection and Growth Management Department Waste Hauler license/permit.
   **c.** Bidder must provide a current Department of Transportation Hazardous Materials Certificate of Registration.
   **d.** Bidder must provide a current Department of Environmental Protection certificate.
   **e.** Bidder must provide a current Broward County Business Tax Receipt. (This may be provided after award but prior to contract start date.)

8. **FORMS REQUIRED:** The Awardee(s) shall be responsible for complete preparation of all necessary EPA (or other regulatory agency's) required forms. Awardee(s) shall forward all original (and copies when requested) paperwork to the following address:

   The School Board of Broward County, Florida
   Environmental Health and Safety Department
   4200A N.W. 10th Avenue
   Oakland Park, FL 33309

9. **EMERGENCY ORDERS:** Emergency orders are defined as situations where immediate services/purchases are required to prevent the loss of service to alleviate the possibility of a situation which would adversely and unduly affect the safety, health or comfort of a building, occupants, or otherwise cause loss to the District. In the event of an emergency, the District may select, at their discretion a vendor from the Awardees to provide products/services.

10. **SUBCONTRACTING**: Due to the emergency response nature of this contract, the Awardee(s) is authorized to subcontract as required. A list of the subcontractor(s) the Awardee(s) plan to use shall be made available to SBBC. SBBC reserves the right to reject any subcontractor who does not hold the required licenses and certifications for providing these services. Subcontractor(s) are the sole responsibility of the Awardee and must adhere to the same rules and regulations governing all the conditions of this bid.

11. **DELIVERY:** Awardee(s) must respond to an emergency situation with adequate equipment, personnel and materials within four hours after notification by SBBC and provide laboratory analytical services with a turnaround time of not more than three business days. SBBC shall notify the Awardee of the required service and shall identify such as an emergency situation. Response/Acknowledgement to non-emergency request for service shall be within 48 hours. Non-Emergency services shall be provided at a mutually agreed upon date/time with the District and facility staff.

12. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the Agreement period for each item and are not a guarantee. Actual quantities ordered throughout the Agreement period may be greater or less than the bid estimates and shall be furnished at the fixed Agreement price. Purchases shall be requested as needed throughout the Agreement period and as few as one each may be ordered at one time.

13. **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. In the event that a vendor does not provide goods or services due to Force Majeure for an agreement awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

14. **FLORIDA BIDDING'S PREFERENCE:** General Condition 1.d) does not apply to this Bid as no personal property is being purchased.

15. **INVOICES:** Service tickets and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this contract and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT**. Invoices are to be mailed to **Environmental Health and Safety Department, 4200A N. W. 10th Avenue, Fort Lauderdale, Florida 33309**.

a. Purchase Order number
b. Location of service/waste pickup
c. Complete description of the items, including quantity
d. Itemized list price
e. Service/Collection Date
f. Disposal Certificate/Manifest number
g. Total dollar amount shall be net

16. **ACH PAYMENTS:** Payments will be made to Awardee(s) by SBBC via ACH (Automated Clearing House) for automatic deposits (credits) after goods or services are provided by Awardee in accordance with bid requirements. To facilitate payments to be directly deposited, the ACH Payment Agreement must be submitted to achrequests@browardschools.com New vendors can do this as part of the supplier registration process described below. Vendors already registered on SBBC's eProcure Online Supplier Portal can update their information by downloading a copy of the ACH Payment Agreement and submit the completed form to the Purchasing Help Desk email stated above.

17. **VALUE:** No guarantee as to the dollar amount of this bid is implied or given. SBBC is not obligated to place any orders with any Awardee participating in this bid. However, all SBBC locations will be urged to refer to catalogs and fixed percentage discount Awardee(s) to fill their orders at the lowest price.

18. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three (3) years of the Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, thirty (30) calendar days before the third-anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice returned to the Awardee for correction.

    a. The Director, Procurement & Warehousing Services, may, in the Director's sole discretion on behalf of the SBBC, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require vendor to provide irrefutable evidence that ALL the following circumstances exist:

        i. The volatility is due to causes wholly beyond the vendor's control; and
        ii. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
        iii. The effect on pricing or availability of supply is substantial; and
        iv. The volatility so affects the vendor that continued performance of the Agreement would result in a substantial loss.

    Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing

19. **PRICE REDUCTIONS:** Awarded vendors may offer SBBC, at any time during the period of the Agreement, additional discounts from the prices offered in this ITB and invoice less than the prices offered in their submitted bid. If, from date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid product, the lowest of these reduced prices shall be extended to SBBC.

20. **PROTECTION OF WORK, PROPERTY, AND PERSONNEL:** The 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 unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to ensure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.

21. **W-9 FORMS:** All Bidders are requested to complete a W-9 form which can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf , and submit with their bid.

22. **SUPPLIER 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 Purchase Orders or payments cannot be issued to the Awardee without an SAP Vendor number, which is issued after completion of the Online Supplier Portal registration process. Training materials are available via our website at https://www.browardschools.com/PWS (if needed).

# SECTION 4 – SPECIFICATIONS & BID SUMMARY (PRICING)

1. **BID SUMMARY (PRICING) SHEET:** Complete the attached Excel spreadsheet "Bid Summary Sheet" electronically. If a correction is needed to the Excel spreadsheet, contact the Purchasing Agent as soon as possible. Do not try to re-create or alter the spreadsheet. No handwritten summary sheets will be accepted. The Excel Spreadsheet contains Three (3) tabs. The Excel spreadsheet indicates the specific cell that will be used for award purposes. The following is a list of the tabs contained in the Excel spreadsheet and screenshots:

   **TAB 1 - COMPANY REPRESENTATIVE:** Supply requested information in the included "Bid Summary Sheet" with the contact information.

   **TAB 2 – ITEMS: PRICING**

   **TAB 3 – ADDITIONAL INFO: Will NOT be considered as a basis for award.**

2. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.

## BID SPECIFICATIONS

1. **GENERAL REQUIREMENTS**: Awardee(s) will furnish all supervisors, equipment, machinery, tools, materials, labor, transportation and other items and services necessary to fully perform hazardous chemical removal services in accordance with the terms, conditions and specifications of this bid.

2. **RESPONSE TIME**: Awardee(s) must respond to an emergency situation with adequate equipment, personnel and materials within four hours after notification by SBBC and provide laboratory analytical services with a turnaround time of not more than three business days. SBBC shall notify the Awardee of the required service and shall identify such as an emergency situation. Response to non-emergency calls shall be within 48 hours.

3. **GENERAL WORK SPECIFICATIONS AND SCOPE OF WORK**: Awardee(s) will provide all personnel, equipment, materials and supplies necessary to satisfy its performance under this contract. This will include but is not limited to:
   - Mobilize all necessary personnel, equipment, materials and supplies with adequate notice to District and/or Site staff within regular operating times (non-emergency) and as coordinated (emergency).
   - Advise, respond, neutralize, clean up and/or remediate any spill, leak or condition of or caused by any petroleum products, hazardous materials or other environmentally regulated substance at any time as directed by SBBC;
   - Provide all supervision, labor, materials, supplies, equipment and transportation necessary to satisfy the performance of this contract;
   - Deliver for disposal all collected materials as directed by SBBC in accordance with all local, state and federal regulations;
   - Provide specialized services through qualified subcontractors when necessary to complement the services provided by Awardee(s).
   - Provide all safety equipment for response personnel responding to the hazardous situations;
   - Collect, package, remove all items included in the Bid Sheet as directed by SBBC. Lab Packing service shall be included as necessary.
   - Provide completed certificate of disposal (manifest) within 90 days of pickup service.

   The above is to be accomplished in accordance with all applicable local, state and federal regulations governing hazardous materials in force at the time of service.

   The Awardee(s) shall provide these services on a twenty-four hours per day, seven days per week basis for the term of this contract.

## [THIS SPACE IS INTENTIONALLY LEFT BLANK]

# SECTION 5 – MINIMUM INSURANCE REQUIREMENTS

**Insurance Requirements.** The Awardee shall comply with the following insurance requirements throughout the term of this Agreement.

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.

2. **Workers' 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).

3. **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 the insured acquires any vehicles throughout the term of this Agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

4. **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.

5. **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.
   i. New vendors will receive an email notification requesting account verification and insurance agent information.
   ii. Existing vendors will receive an email notification of the current status.

6. **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
   i. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
   ii. All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.
   iii. 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

7. **Cancellation of Insurance.** Awardee is 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 canceled.

8. **Acceptability of Insurance.** 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.

## [THIS SPACE IS INTENTIONALLY LEFT BLANK]

# SECTION 6 – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

**SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP):** The 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 Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Bidder 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 Bidder on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

**CERTIFICATION APPLICATION INSTRUCTIONS**

To ensure that firms seeking to participate in the SDOP qualify as Small Business Enterprises (SMWBEs), or are at least fifty-one (51%) percent legitimately owned, operated, and controlled by minorities and/or women, each such firm shall be required to be certified as to its Small/Minority/Women-Owned Enterprise (S/M/WBE) ownership status by the EDDC's Office at the time of the bid opening.

**Important Points to Remember:**

a) Please submit any S/M/WBE certification application with all supporting documentation well in advance of the time of proposal submission, as the application review and approval processes typically take up to thirty (30) days after receipt of the completed application.
b) **For Information on "How to become certified", visit our website at www.browardschools.com/Page58415**

**DEFINITIONS**

**The following terms shall have the listed meanings as referenced in SDOP Guidelines - Document 00467.**

**Affirmative Procurement Initiative (API):** refers to various SDOP tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals, and joint venture incentives. (For full descriptions of these and other SDOP tools, see, Section E of SBBC Policy No. 3330 and the SDOP Standard Operating Procedures (SOP).)

**Minority Business Enterprise (MBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed, and controlled by one or more minority groups members, and that is ready, willing, and able to sell goods or services that the SBBC purchases. To qualify as an MBE, the enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration and meets the significant business presence requirements as defined herein. In addition, for purposes of being a certified MBE that is eligible to benefit from race- and gender-conscious APIs in this Policy, the enterprise shall meet the size standards for being "small" as defined herein. Unless otherwise stated, the term MBE as used in this Policy is not inclusive of women-owned business enterprises (WBEs).

**Minority Women-Owned Business Enterprise (M/WBE)** – a firm that is certified as either a minority business enterprise or as a Women-Owned enterprise and which is at least fifty-one percent (51%) owned, managed, and controlled by one or more minority group members and/or women, and that is ready, willing, and able to sell goods or services that are purchased by the School District.

**Women-Owned Enterprises (WBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of this Policy as being at least fifty-one percent (51%) owned, managed, and controlled by one (1) or more non-minority women individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing, and able to sell goods or services that are purchased by the SBBC and that meets the significant business presence requirements as defined herein.

In addition, for purposes of being a certified WBE that is eligible to benefit from race- and gender-conscious APIs in this Policy, the enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration; and meets the significant business presence requirements as defined herein. Unless otherwise stated, the term WBE as used in this Policy is not inclusive of MBEs.

**Small Business Enterprises (SBEs):** a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is certified in accordance with SBBC Policy No. 3330 as being independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, and which 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 the significant business presence requirements as defined SBBC. Policy No. 3330.

**Significant Business Presence:** to qualify for participation as an S/M/WBE firm in the SDOP policy, an S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the relevant marketplace, defined as: an established place of business in one or more of the three counties that make up the Southern Florida relevant marketplace, from which at least fifty percent (50%) of its full-time, part-time, and contract employees are domiciled and regularly based, and from which a substantial role in the S/M/WBE's performance of a commercially useful function is conducted. A location utilized solely as a post office box, mail drop or telephone message center, or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

In accordance with SBBC Policy No. 3330, the Goal Setting Committee (GSC) may establish S/M/WBE Subcontracting Program for this Bid, based upon relative S/M/WBE availability data collected by the SBBC through its Centralized Proposer/Bidder Registration (CBR) system and from other jurisdictions within its three-county relevant marketplace for construction contracts, and the SBBC's utilization of S/M/WBEs for similar contracts. The S/M/WBE subcontracting program provides opportunities to Firms certified as S/M/WBE by SBBC. It is the goal of the District to actively promote equal opportunity for all segments of the contracting and business community to participate in School Board Contracts

**INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES**

The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which, S/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 the SMWBE Annual Aspirational Goals: This non-mandatory goal encourages all Bidders/Proposers to voluntarily engage SBBC Certified SMWBE firms as subcontractors.** Prime Bidders may establish the scope of work and the percentage of participation based on the total contract value. Scope of work includes suppliers, ancillary services, transportation, task and activities described as services/specifications on the solicitation. The percentage of participation for SBBC Certified SMWBEs may range from 0.5% to 45% for ancillary services, and from 1% to 45% for task/activities under the description of services/specifications on the final contract.

*****NOTE TO BIDDERS******

**S/M/WBE Prime Bidders shall complete and submit Document Form 00471 – Bidder/Proposer Assurance Statement – listing percentage of self-performance**

**In the event Prime Bidder intends to subcontract to SBBC-Certified S/M/WBE firm, Document *Form 00471 must be completed and submitted with proposal***, detailing the scope of work and dollar amount to perform as it relates to the services as described in this ITB.

**It is the responsibility of the proposer/bidder to provide one of the following evidences of subcontractor SBBC-Certification:**

a. **SBBC SMWBE Certificate or**
b. **SBBC Letter of SMWBE Certification**

**Also visit** browardschools.com/Page/59879 **for the list of current SBBC certified firms.**

Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation.

## Reporting Requirements:

**If Awarded, the Awardee shall Log into the SDOP Management System (SMS) to report monthly payments received.**

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. For information on How to Become SBBC Certified; visit our website at: **www.browardschools.com/Page58415**

# SECTION 7 – GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. Electronic signatures on bid documents will be accepted pursuant to Section 668.004, Florida Statutes. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**

   a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.

   b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement & Warehousing Services **on or before 2:00 p.m. ET on the date due** for bid to be considered**.** Bids shall be opened at 2:00 p.m. ET on the date due. Bids submitted by email, telegraphic or facsimile transmission shall not be accepted.

   c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.**

   d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute Attachment D "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such an attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete their portion of the form. Failure to submit and execute this form, with the bid, shall result in the bid being considered "non-responsive" and bid rejected**.**

2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to the quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted shall govern.

   All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered shall not be a consideration in the determination of an award of the bid(s).** If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

   a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of agreements for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.

   b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.

   c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. 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 Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. Instead of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

   e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.

3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of the request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement & Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.

4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless the actual date of delivery is specified (or if specified delivery cannot be met), show the 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 SBBC administration is closed.

5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement & Warehousing Services no later than **ten working days, or as stated in the Special Conditions,** prior to the original bid opening date. If necessary, an Addendum shall be issued.

6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes 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.

7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.

8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.

9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. 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 seller and return product at Awardee's expense.

10. **PAYMENT:** Payment shall 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. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).

11. **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 Bidder 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 Bid. Any employees identified by the Bidder when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES, AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 5 of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (continued…)

12. 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 Agreement.

13. **LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications, and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications, and Registrations required for this Bid 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. Bidder must submit a copy of all its current Licenses, Certifications, and Registrations required as described herein, either with its Bid 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 within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.*

14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC 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 Agreement, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

15. **OSHA:** The Awardee warrants that the product supplied to SBBC 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 shall be considered as a breach of agreement.

16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

17. **ANTI-DISCRIMINATION:** SBBC, prohibits any policy or procedure which results in discrimination based on 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, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.

18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.

19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall 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 SBBC occasioned by the negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Agreement as a result of their bid.

20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of the bid, SBBC shall 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 shall be returned to the Awardee.

21. **CANCELLATION:** In the event, any of the provisions of this bid 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, a recommendation shall be made to SBBC for immediate cancellation.

22. **IRREVOCABILITY OF BID**: A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.

23. **INFORMATION NOT IN ITB**: No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.

24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place an order for goods/services as a result of this award. Order placement shall be based upon the needs and best interests of SBBC.

25. **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. (Unless otherwise stated in the Special Conditions) Payment shall 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 shall make direct payments to the vendor.

26. **NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) **7:00 a.m. to 2:00 p.m. ET.**

27. **SUBSTITUTIONS:** SBBC *SHALL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.

28. **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 Bidder is a responsible Bidder.

29. **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 SBBC also be 100% formaldehyde-free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** shall be supplied.

30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement & Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.

31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. 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 an agreement entered into as a result of this bid or (b) the termination date under any applicable period of extension under an agreement entered into as a result of this bid.

32. **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 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.

33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **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 shall be deemed to be not correct and may be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included in Purchase Order.

34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete Agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee 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.

35. **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 Agreement term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment shall 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 Agreement and were connected to the SBBC's network.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, 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 SBBC 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 SBBC 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 SBBC administration is closed. Section 3 b, Chapter 120.57, 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 3, Chapter 120.57), 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 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. 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 & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement & Warehousing Services and on www.demandstar.com on December 22, 2022 at 3:00 pm and shall remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted in Procurement & Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB 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 ITB 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 SBBC 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 SBBC 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 SBBC 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 Agreement. SBBC shall provide the estimated Agreement amount to the vendor 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 Agreement 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. **All documentation necessary for the protest proceedings shall 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. (continued….)**

37. (Continued):
    **Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.**

38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time-stamped in PROCUREMENT & WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due. The address for bid submittal, including hand-delivery and overnight courier delivery, is indicated as 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement & Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder 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 1.)

39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. A packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment shall result in refusal of shipment at the Awardee's expense.

40. **USE OF OTHER AGREEMENTS:** SBBC reserves the right to utilize any other SBBC agreement, any State of Florida Agreement, any agreement awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code 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.

41. **LIABILITY: Any bid that fails to accept these conditions shall be rejected as "non-responsive."**
    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 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 or due to the products, goods, or services furnished by Awardee, its agents, servants, or employees; the equipment of 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 are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Awardee, SBBC, or otherwise.

42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

43. **GOVERNING LAW**: This ITB and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **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 bid 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.

45. **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 nonfinancial 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 a government-wide effect. A lower-tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement agreement for goods or services, regardless of type, under a primary covered transaction; and any procurement agreement 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 agreement 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 bid, 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.

Every time a Bid is submitted that includes a reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**

46. **REASONABLE ACCOMMODATION:** 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.

47. **SEVERABILITY:** If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this ITB 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 ITB 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.

48. **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 Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder'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.

49. **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 shall be recorded on SBBC'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.

50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for an award shall be given to Bidders in the following sequence:

- 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;
- The Broward County Certified Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
- The Florida Certified Minority/Women Business Enterprise Bidder;
- The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
- The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
- If the application of the above criteria does not indicate a priority for an award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement & Warehousing Services; the tie low bid Bidders invited to be present as witnesses.

Included as a part of these bid 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 shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for a bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the ITB form.

51. **DISPUTES**: In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
- The ITB; then
- Bidder's submitted bid.

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this Agreement must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to the submission of Bid. **For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit** www.browardschools.com/sdop.

53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.

54. **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 shall 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 Agreement to SBBC, and who meet any or all of the three requirements identified above.** This background screening shall be conducted by SBBC in advance of the Awardee or its personnel providing any services. The awardee shall 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 the 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 July 1, 2015, 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 an SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall 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 an Agreement Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and an 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. **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 shall be one year from the date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**

**Awardees 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.**

55. **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 shall 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, agreements or sub-agreements that directly or indirectly pertain to the transactions between the District and the Awardee(s).

56. **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 Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.

57. **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 SBBC. These orders shall 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 Awardees 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. (continued….)

57. 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 an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

58. **NONCONFORMANCE TO AGREEMENT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in the bid and/or Purchase Order may be rejected upon delivery and/or maybe 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) For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
   b) All departments being advised not to do business with Awardee.

59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, 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 & 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 & Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the release of the solicitation until the Agreement is awarded by SBBC. Further, any Awardee, 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 Awardee is attempting to sell goods or services to SBBC 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 Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

60. **TERMINATION:** This Agreement award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days written notice that SBBC is terminating the Agreement award.

61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. **MEET OR RELEASE:** If during the Agreement term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this Agreement, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC shall request Awardee to meet the lower price offered by the third party supplier. The awardee shall be required to respond to this request within three (3) days of the request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this Agreement. No response to this request shall indicate that Awardee is unable to offer the item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of Agreement. Each purchase shall be considered separate and apart from each other.

63. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to 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.

(continued)

63. *Awardee agrees that it may create, receive from or on behalf of SBBC, 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 shall: (1) hold the Confidential Records in strict confidence and shall 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 SBBC 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 SBBC, Awardee agrees to provide SBBC 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 SBBC to terminate any contract with Awardee.*

64. **PROPRIETARY INFORMATION**: Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent, a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

    Should a public record request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. The awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public record request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

65. **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 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 will immediately terminate this Agreement. Termination pursuant to this section is not a breach of this Agreement and may not be considered as such.

66. **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Awardee 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, Awardee 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. Awardee 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 Awardee does not transfer the public records to SBBC. Upon completion of the Agreement, Awardee shall transfer, at no cost, to SBBC all public records in possession of Awardee or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Awardee transfers all public records to SBBC upon completion of the Agreement, Awardee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee keeps and maintains public records upon completion of the Agreement, Awardee 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. (continued……)

66. **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.**

67. **NONDISCRIMINATION:** As a condition of entering into the award of this ITB, Awardee 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.

    As part of such compliance, Awardee 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 Awardee retaliate against any person for reporting instances of such discrimination. Awardee 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. Awardee understands and agrees that a material violation of this clause is considered a material breach of an award of this ITB and may result in termination of this ITB, disqualification of the company from participating in SBBC's solicitations, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

68. **ANNUAL APPROPRIATION**: SBBC's performance and obligations under this ITB 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 ITB, this ITB 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.

69. **EXCESS FUNDS**: Any party receiving funds paid by SBBC under this ITB 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.

70. **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 ITB and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

71. **NO THIRD PARTY BENEFICIARIES**: The parties (SBBC and Awardee) expressly acknowledge that it is not their intent to create or confer any rights or obligations under this ITB in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this ITB. The parties agree that there are no third-party beneficiaries to this ITB and that no third-party is entitled to assert a claim against any of the parties based upon this ITB. 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 ITB.

72. **DEFAULT**: The parties (SBBC and Awardee) agree that, if either party is in default of its obligations under this ITB, 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 ITB 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 60.

73. **INDEPENDENT CONTRACTOR**: The parties (SBBC and Awardee) to this ITB are acting in the capacity of independent contractor(s) 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 ITB. 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.

74. **RIGHTS AND REMEDIES**: The duties and obligations imposed by this ITB 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.

**[THIS SECTION IS INTENTIONALLY LEFT BLANK]**

# SECTION 8 – FORMS AND ATTACHMENTS

Please fill out all the attachments below. Some attachments must be notarized.

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

# ATTACHMENT A – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) FORMS

The following forms are due at the time of Bid submittal and can be found on EDDC's website (links below).

1. **FORM 00471 – Bidder/Proposer Assurance Statement**
   **Document Link:**

https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00471%20Bidder_Proposer%20Assurance%20Statement_Sample_020222.pdf

**Document Preview:**



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

**Bidder/Proposer Assurance Statement**
**Document 00471**

Note that Form 00471 is adapted to each solicitation.

Please visit Demandstar to locate the solicitation of your interest and download Document 000471, Bidders/Proposers Assurance Statement: browardschools.com/Page/36173

2. **MONTHLY UTILIZATION REPORT**
   If awarded, the awardee shall login to the SDOP Management System (SMS) monthly to report payments made to the certified Small/Minority/Women Business Enterprise (S/M/WBE) subcontractor listed in the original proposal submitted.

   If you are a S/M/WBE Prime self performing, monthly payments received must be reported through the SDOP Management System (SMS).

   Access the SMS: Your username is your email address. If you are S/M/WBE certified or currently a prime or subcontractor with a local public or county agency, your firm may already have an existing account.

   **Monthly Utilization Reports are due on the first of the month.** After two weeks, the system will no longer be open – for that reporting period – and a request must be submitted to the EDDC Business Intelligence & Process Management Team at eddcbiteam@browardschools.com.

   The Economic Development & Diversity Compliance department 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. For information on how to become a certified supplier, visit the certification webpage.

   You may also access the certified S/M/WBE directory at browardschools.com/SDOP.

   The certified S/M/WBE directory is available at browardschools.com/SDOP.

# ATTACHMENT B – CONFLICT OF INTEREST

**MUST BE COMPLETED BY ALL BIDDERS.**

## DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder 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 Bidder's Employee | SBBC Title or Position of Bidder's Employee | SBBC Department/ School of Bidder's Employee |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

_____ _____
Signature Company Name

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

# ATTACHMENT C – DEBARMENT

**MUST BE COMPLETED BY ALL BIDDERS.**

## 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.

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Signature(s) Date

## [THIS SPACE IS INTENTIONALLY LEFT BLANK]

# INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT C

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.

# ATTACHMENT D – BIDDER PREFERENCE (Not Applicable to this Bid)

**See Special Condition** Click or tap here to enter text.

## LEGAL OPINION OF BIDDER PREFERENCE

Bidder (Firm) Name: _____

Identify the state in which the Bidder has its principal place of business: _____

Bidder's Signature: _____

**INSTRUCTIONS: If your principal place of business 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 the 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 agreements 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 agreement 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 agreements 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 agreementsto 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: _____

# ATTACHMENT E – DRUG FREE WORK PLACE

**MUST BE COMPLETED BY ALL BIDDERS**

**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 _____

_____

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 shall 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).

4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall 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. Shall 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. I 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 name of notary public)

_____
(Notary Public Signature)

(seal/stamp above)

# ATTACHMENT F – WORKERS' COMPENSATION AFFIDAVIT

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

## WORKERS' COMPENSATION AFFIDAVIT

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### CERTIFICATION OF NUMBER OF EMPLOYEES

_____ (Bidder 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:

# ATTACHMENT G – 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: _____
(Company Name)

TO:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: EDGAR LUGO
BID: FY23-252 – HAZARDOUS CHEMICAL REMOVAL

# SECTION 9 – STATEMENT OF "NO BID"

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, before the Bid Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information shall help SBBC in the preparation of future Bids.

Company Name:_____

Contact: _____

Contact's Email: _____

Telephone: _____

| ✓ | **Reasons for "NO Bid":** |
|---|---|
| ☐ | 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 Invitation to Bid. |
| ☐ | Unable to hold prices firm through the term of the Agreement 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 ITB**

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | OO. Operations |
| **DEPARTMENT:** | Procurement & Logistics Operations |

| | |
|---|---|
| Agenda Item Number: | OO-11. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**PY26-159 - Type IIB Panelized Modular Buildings**

**REQUESTED ACTION:**

**Approve the Piggyback Agreement between The School Board of Broward County, Florida (SBBC), Bid #20-209, and McGrath Rent Corp. d/b/a Mobile Modular Management Corporation for Type IIB Panelized Modular Buildings awarded by the Suwannee County School District, Florida, RFP20-209, and the additional spending authority in the amount of $2,500,000. 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:**

$12,257,000; New Total Award Amount: $14,757,000. The financial impact of this item is $2,500,000. 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 Feb 24, 2026

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

Approved in Open Board Meeting On: March 10, 2026

By: _____
School Board Chair

**For more information, please contact:**
Name: Mark D. Dorsett
Title: Task Assigned, Chief Operations Officer
Phone: 754-321-4753

**EXECUTIVE SUMMARY**

**Recommendation to Approve the Piggyback Agreement with McGrath Rent Corp. d/b/a Mobile Modular Management Corp and Additional Spending Authority**
**PY26-159 - Type IIB Panelized Modular Buildings**

---

**Board Meeting Date: February 10, 2026**

**Requested Action:**
Approve the Piggyback Agreement between The School Board of Broward County, Florida (SBBC), Bid #20-209, and McGrath Rent Corp. d/b/a Mobile Modular Management Corporation for Type IIB Panelized Modular Buildings awarded by the Suwannee County School District, Florida, RFP20-209, and the additional spending authority in the amount of $2,500,000.

**School Board Policy Requirement/Authority:** Purchasing 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":** Approval of this item will allow for the District to continue accommodation of students and administrative staff during active construction projects, and provide any additional portable needs that may materialize in the future.
**- If the School Board votes "No":** If this item is not approved, the District will be unable to provide swing space for students and administrative staff during active construction projects. This lack of temporary facilities will disrupt school operations, delay project timelines, and significantly increase costs, ultimately impacting the District's ability to maintain continuity of education and meet construction deadlines. Additionally, the Physical Plant Operations will not be able to relocate staff from Zone 2 as needed.

**Background/History**
Modular classrooms, also referred to as portable classrooms, address both the immediate and long-term requirements of the District's educational facilities. These modular solutions, including classrooms, administrative offices, and restroom facilities, offer enhanced efficiency and flexibility for projects with stringent timelines. The Facilities Department adopted this strategy with the primary objective of reducing the duration of active construction projects, thereby achieving cost savings and improving overall project performance.

Agreement Term: February 10, 2026, through June 30, 2028; 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 item will allow for the accommodation of students and administrative staff during the active construction of projects, thereby reducing the performance period and mitigating project costs.

**Financial Impact, Funding Source & Budget Status:**
The financial impact of this item is $2,500,000. Funding is included in the FY 2026 District Educational Facilities Plan.

Modular Classrooms, also known as portable classrooms, meet the short and long-term needs in our schools. Portable classrooms, portable offices, and portable restrooms create speed and flexibility in deadline-driven school facility projects, enabling us to adjust to the current environment. The swing space includes the following schools:

- Modular Classrooms for C Robert Markham Elementary School
- Modular Classrooms for James S. Rickards Middle School
- Modular Classrooms for Margate Middle School
- Boys/Girls Modular Restrooms for Margate Middle School
- Modular Classrooms for South Plantation High School
- Modular Classrooms for McArthur High School

| ACTION | BOARD DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT | TERM (months) |
|---|---|---|---|---|---|
| Agreement – original spending authority request | 2/10/2026 | FY25-26 Yes | District Educational Facilities Plan – Fund: 3000 | $2,500,000 | 28 |
| **Total Agreement Amount** | | | | **$2,500,000** | **28** |

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 .
Agreement Term: February 10, 2026, through June 30, 2028; Emerging/Small/Minority/Veteran/Women Business Enterprises: None.

**Procurement Method:**
Pursuant to Purchasing Policy 3800, Section 6A-1.0126), F.A.C., in lieu of requesting competitive solicitations from three (3) or more sources, district school boards may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board.
A copy of the Piggyback documents is available online at:
http://www.broward.k12.fl.us/supply/agenda/RFP20-209_SuwanneeCountySchoolBoard.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:**
Applicable

**Additional Backup:**
Not Applicable

**PROCUREMENT & LOGISTIC OPERATIONS**
Broward County Public Schools

**FINANCIAL ANALYSIS WORKSHEET**

| BID INFORMATION | | | |
|---|---|---|---|
| **New Bid # (Ex: 10-004R):** | PY26-159 | **Preparation Date:** | February 10, 2026 |
| **Previous Bid # (Ex: 10-004R):** | | **Buyer/PA:** | EDGAR LUGO |
| **New Bid Award Total:** | $2,500,000 | **Bid Title:** | TYPE IIB Panelized Modular Buildings |
| **Previous Award Total:** | | | |
| **Bid Type:** | NEW BID | | |
| **Previous Bid Term (Start Date):** | 2/10/2026 | **New Bid Term (In Months):** | 28 |
| **Previous Bid Term (End Date):** | 6/30/2028 | **# of Months Into Bid:** | |

| SPEND REPORTING | |
|---|---|
| **Purchase Order(s) Spend:** | $0 |
| **P Card Purchases:** | $0 |
| **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:** |
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| | **PO VENDOR SPEND:** | |
| | **P-CARD SPEND:** | $ - |
| | **TOTAL SPEND:** | |

**NOTES (Type Below):**

| Default Funding Source* | | Department/School & Sign-off Information* | |
|---|---|---|---|
| **Cost Center** | 2400096030 | **Name** (First & Last) | Sonja Coley |
| **Fund** | 3000 | **Title** | Executive Director |
| **Functional Area** | 7400000000000000 | **Department/School Name** | Capital 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:** | |
|---|---|---|

**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" or the "School Board"), 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

MCGRATH RENT CORP. d/b/a MOBILE MODULAR MANAGEMENT CORPORATION
(hereinafter referred to as "VENDOR"),
whose principal place of business is
5700 Las Positas Road
Livermore, CA 94551

WHEREAS, pursuant to Section 6A-1.012(6), F.A.C., and Section 1001.451, Florida Statutes, in lieu of requesting competitive solicitations from three (3) or more sources, the School Board may make alternative ("piggyback") purchases at or below the specified prices from competitively solicited contracts awarded by other city or county governmental agencies, other district school boards, regional consortium service organizations, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements; and

WHEREAS, in order to exercise this authority, the proposer awarded a contract by another entity listed above must agree to permit the School Board to make alternative ("piggyback") purchases upon terms, conditions, and prices (or below such prices) that are materially the same as those that were competitively awarded through the other entity's contract, and the school district has determined such alternative ("piggyback") purchases to be of economic advantage; and

WHEREAS, on February 12, 2020, The School District of Suwannee County, Florida (the "SDSC") received proposals in response to a competitive solicitation (RFP#20-209) to provide rental and purchase of complete, manufactured, delivered, and installed Type IIB Panelized Modular Buildings and other modular facilities; and

WHEREAS, on February 25, 2020, the SDSC approved the award of RFP#20-209 to VENDOR for a term of five (5) years effective July 1, 2020, through June 30, 2025, renewable for one (1) additional three (3) year term upon mutual agreement of the parties; and

WHEREAS, on May 27, 2025, after mutual agreement of the parties, the SDSC approved an extension to RFP#20-209 for an additional three (3) year term effective from July 1, 2025, to June 30, 2028; and

WHEREAS, SBBC has determined that it is to the School District's economic advantage to make purchases from the contract awarded under RFP#20-209; and

WHEREAS, SBBC desires to procure rental and purchase complete, manufactured, delivered, and installed Type IIB Panelized Modular Buildings and other modular facilities from VENDOR under the extended RFP#20-209; and

WHEREAS, VENDOR will permit SBBC to purchase goods and services through the contract awarded under RFP#20-209 at the same terms, conditions, and prices (or lower).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, 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. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on June 30, 2028, unless terminated earlier pursuant to Section 3.05 of this Agreement.

2.02 VENDOR Responsibilities. VENDOR shall: Upon receipt of written request for proposal from SBBC's Procurement & Logistic Operations Services (hereinafter "PROCUREMENT"), VENDOR shall immediately prepare and submit a written proposal which identifies the following:

(a) The complete Scope of Work to be provided shall be consistent with the terms and conditions of the competitively bid, RFP# 20-209.

(b) Pricing at or below the costs identified in the extension pricing for RFP# 20-209.

2.03 SBBC Responsibilities. SBBC shall:

(a) Issue requests for proposals to VENDOR.

(b) Review and approve proposals.

(c) Issue purchase orders upon approval.

(d) Review and approve invoices.

2.04 Cost. VENDOR's written proposal for all goods and services shall be based on the terms, conditions and at or below the costs identified in RFP#20-209 (attached hereto as **Composite Exhibit "1"** and incorporated herein by reference) as of the date of this Agreement.

2.05 Payment. Upon completion of the Work identified in each Purchase Order, VENDOR shall submit an invoice to SBBC to:

The School Board of Broward County, Florida,
Accounting & Financial Reporting Department
ATTN: Accounts Payable
600 SE 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301.

VENDOR's invoices shall state the assigned purchase order number for verification by Accounts Payable. All invoices submitted are subject to the approval of the Director of Construction. All approved VENDOR invoices will be paid net thirty (30) calendar days. VENDOR's invoiced prices shall be at or below those indicated in **Composite Exhibit "1."**

2.06 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.

(a) 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.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR with reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) Exclusion from Scope of SBBC Inspection. Notwithstanding the foregoing and excluding any audit conducted by the Florida Office of the Inspector General or by any other state or federal officials, SBBC shall not be entitled to confidential, privileged, or proprietary records of VENDOR not directly related to income and expenditure incurred by VENDOR for the performance of this Agreement.

2.7 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<br>The School Board of Broward County, Florida<br>600 Southeast Third Avenue<br>Fort Lauderdale, Florida 33301 |
| With a Copy to: | Director, Procurement & Logistic Operations<br>Attention: Mr. John White<br>The School Board of Broward County, Florida<br>7720 West Oakland Park Blvd., Suite 323<br>Sunrise, Florida 33351 |
| To VENDOR: | Mr. Wes Kent<br>McGrath Rent Corp. d/b/a Mobile Modular Management Corp.<br>2474 Sand Lake Road<br>Orlando, Florida 32809 |

2.8 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 nonexempt 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.

2.9 Insurance Requirements. Proof of the following insurance will be furnished by the VENDOR to the School District.

THE SCHOOLDISTRICT SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR ALL REQUIRED INSURANCE. ALL INSURANCE MUST BE ISSUED BY A COMPANY OR COMPANIES WITH AN AM BEST RATING OF A- OR GREATER.

The successful bidder shall furnish the School District with proof of:

(a) Statutory Limits of Worker's Compensation in compliance with Florida Statute 440.

(b) Employer's Liability Insurance in an amount not less than $300,000 per occurrence.

(c) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

(d) Liability Insurance in an amount equal to or greater than $1,000,000 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.

(e) Liability Insurance equal to or greater than $1,000,000 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

(f) Property Damage Insurance for damage other than that described in (d) above in an amount equal to or greater than $1,000,000 per occurrence. Said property coverage shall provide coverage for all consequential damage (except loss of profits) arising from the negligent operation of the contractor, a subcontractor, or by anyone directly or indirectly employed by either of them. Coverage shall be on a "BROAD FORM" basis.

(g) Contractual Liability in an amount equal to or greater than $1,000,000 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(h) Personal Injury Coverage (not bodily injury) in an amount equal to or greater than $1,000,000 per occurrence.

(i) Completed Operations Endorsement equal to or greater than $1,000,000 per occurrence.

(j) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000 per occurrence.

(k) Additional Insured Endorsement: The School Board of Broward County, FL shall be named as an additional insured on all policies that are required by these specifications.

(l) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing sixty (60) days written notice of such cancellation, non-renewal, and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal, and/or reduction.

(m) Indemnification shall be in accordance with F.S. 725.06.

(n) The School District is responsible for insuring the products during the time they are located on the School District's property.

(o) Verification of Coverage. Proof of insurance must be submitted to the insurance tracking system within fifteen (15) calendar days of this notification. VNDOR will receive a system generated email within three (3) business days of this letter with insurance requirements and a unique link to upload VENDOR's certificate of insurance (located at the bottom of email as a blue box labeled Upload COI). **VENDOR MUST RECEIVE A NOTICE OF COMPLIANCE.**

(p) Required Conditions. Liability policies must include the following terms in the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

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, 600 SE 3rd Ave, Fort Lauderdale, FL 33301.

(q) Cancellation of Insurance. VENDOR 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.

SBBC reserves the right to reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.10 Order of Precedence among Agreement Documents. In the event of conflict between the Agreement documents, the following priority of shall govern:

First: This Agreement; then
Second RFP#20-209 (Composite Exhibit "1"); then

Third: Proposal submitted in response to RFP#20-209 by VENDOR

## 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 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.

3.02 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.

3.03 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.

3.04 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) 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.

3.05 Termination. This Agreement may be terminated pursuant to the conditions set forth in Article XI. FUNDING OUT/TERMINATION/CANCELLATION of RFP#20-209 which states:

The School Board may, during the contract period, terminate or discontinue the services covered in this proposal at the end of the School Board's then current fiscal year upon ninety (90) days prior written notice to [VENDOR]. Such prior written notice will state:

(a) That the lack of appropriated funds is the reason for termination, and

(b) Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.

(c) This written notification will thereafter release the School Board of all further obligations in anyway related to the services covered herein."

(d) The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out."

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 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.

3.08 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 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.

3.09 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 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.

3.23 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.

3.24 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) 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.

3.25 E-Verify. Pursuant to Section 448.095, Florida Statutes, Vendor shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Vendor shall require all subcontractors to use E-Verify and obtain affidavits of compliance. If SBBC has a good faith belief that Vendor 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.

3.26 Indemnification. Vendor agrees to indemnify, hold harmless, and defend SBBC, its agents, servants, and employees from any and all third-party 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 claim or demand to the extent caused by the negligence or willful misconduct of Vendor or its agents when acting within the scope of their employment.

3.27 Public Records. Vendor shall keep and maintain public records required by SBBC to perform the services 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 allow inspection or copying within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes. Upon completion of the Agreement, Vendor shall transfer all public records to SBBC at no cost or meet all applicable requirements for retaining public records.

**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.**

3.28 Nondiscrimination. As a condition of entering into this Agreement, Vendor represents and warrants that it will comply with SBBC's Commercial Nondiscrimination Policy, as described under Section D.1 of SBBC Policy No. 3330 – Supplier Diversity Outreach Program, as amended. Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers.

3.29 Annual Appropriation. As set forth in Article 3.05, this Agreement may be terminated pursuant to the conditions set forth in Article XI. FUNDING OUT/TERMINATION/CANCELLATION of RFP#20-209. SBBC's performance and obligations under this Agreement are contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for payment under this Agreement, it may terminate the Agreement at the end of the period for which funds have been allocated, with no penalty or further obligation.

3.30 Incorporation by Reference. **Composite Exhibit "1"** (inclusive of its own exhibits) attached hereto and referenced herein is incorporated into this Agreement by reference.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

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

**FOR VENDOR:**

(Corporate Seal)

McGrath Rent Corp. d/b/a Mobile Modular Management Corporation

ATTEST:

By: Keith Jones

Digitally signed by Keith Jones
DN: OU=Mobile Modular Mgmt Corp, O=McGrath RentCorp, CN=Keith Jones, E=Keith.Jones@MobileModular.com
Reason: I am the author of this document
Location:
Date: 2026.01.21 12:06:50-05'00'
Foxit PDF Editor Version: 14.0.0

Secretary

Print Name: Keith Jones

Title: Regional Manager Operations

-or-

Witness

Witness

Date: 01/21/2026

**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 Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 21st of January (*date*) by Keith Jones (*name of officer or agent, title of officer or agent*) of McGrath RentCorp d/b/a Mobile Modular Management Corp. (*name of corporation acknowledging*), a C-Corp of California (*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: March 28, 2028

Signature – Notary Public

(SEAL)

STEPHANIE BARROWES
Notary Public - State of Florida
Commission # HH 509706
My Comm. Expires Mar 28, 2028
Bonded through National Notary Assn.

Stephanie Barrowes
Printed Name of Notary

HH509706
Notary's Commission No.

**COMPOSITE EXHIBIT "1"**

**[THIS SPACE INTENTIONALLY LEFT BLANK EXHIBITS TO FOLLOW]**

mobile modular SM
Your Project – Our Commitment

May 1, 2025

Ronnie Gray
Superintendent of Schools
Suwannee County School District
1740 Ohio Avenue, South
Live Oak, FL 32064

Dear Superintendent Gray:

We would like to request a 3-year extension per the terms of RFP 20-209. The extension would start July 1, 2025, and end June 30, 2028. I have reviewed the pricing for RFP 20-209 and have provided updated pricing for your review. Updated pricing would take effect July 1, 2025.

We are thankful for our relationship with The Suwannee County School District and look forward to continuing to serve the district.

Please let me know if you have any questions or need any further information.

Regards,

Wes Kent

Wes Kent
Regional Sales Manager
Mobile Modular
(727) 798-2488

The School District of Suwannee County, Florida

Request For Proposal (RFP)
**RFP #20-209**

**ATTACHMENT "A" - RFP Modular Unit and Accessory PURCHASE COST Bid Form**
**Type IIB Panelized Modular Units**
(Items per RFP Specifications)

| ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| **Item 1:** | **Type IIB Panelized 24'x36' Classroom Unit; (130 MPH Wind Load)** | |
| 1. | Without restroom | $151,000.00 |
| 2. | With one (1) restroom | $155,750.00 |
| 3. | Cost of delivery to site | $3,750.00 |
| 4. | Cost for block, level and anchoring | $6,000.00 |

[Type here]

Note ALL Variations to Bid Documents:

| What was Specified | What is Proposed | Reasoning |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

***End of Attachment "A", Modular Unit Purchase Bid Form***
*(Also refer to Attachment "B", Modular Unit Rental Bid Form)*
*Piggyback Bid prices will be per Attachments "C" and "D".*

**ATTACHMENT "B" - RFP Modular Unit and Accessory RENTAL COST Bid Form**
**Type IIB Panelized Modular Units**
(Items per RFP Specifications)

| ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| **Item 1:** | **Type IIB Panelized 24'x36' Classroom Unit; (130 MPH Wind Load)** | |
| 5. | Without restroom | $1,450.00 |
| 6. | With one (1) restroom | $1,500.00 |
| 7. | Cost of delivery to site | $3,750.00 |
| 8. | Cost for block, level and anchoring | $6,000.00 |
| 9. | Cost of dismantle at end of lease | $4,700.00 |
| 10. | Cost for return deliver to vendor | $3,750.00 |

Note ALL Variations to Bid Documents:

| What was Specified | What is Proposed | Reasoning |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

***End of Attachment "B", Modular Unit Rental Bid Form***
*(Also refer to Attachment "A", Modular Unit Purchase Bid Form)*
*Piggyback Bid prices will be per Attachments "C" and "D".*

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**

## Section 1
## Used Panelized Buildings
## Mobile Modular in Fleet Product

| | | | |
|---|---|---|---|
| **1** | **Description - 24'x36' Campus Maker Hybrid Style Classroom** | | **Unit Price** |
| | Purchase Price (without restroom) | | $ 120,800.00 |
| | Purchase Price (with restroom) | | $ 124,600.00 |
| | Rental Price per month (without restroom) | | $ 1,667.00 |
| | Rental Price per month (with restroom) | | $ 1,725.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 7,500.00 |
| | Dismantle cost at end of lease * | | $ 5,875.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **2** | **Description - 24'x36' Campus Maker Classroom (140 MPH w/ Impact Windows)** | | **Unit Price** |
| | Purchase Price (without restroom) | | $ 124,700.00 |
| | Purchase Price (with restroom) | | $ 128,400.00 |
| | Rental Price per month (without restroom) | | $ 1,782.00 |
| | Rental Price per month (with restroom) | | $ 1,840.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 7,500.00 |
| | Dismantle cost at end of lease * | | $ 5,875.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **3** | **Item Description - 24'x36' Campus Maker Classroom (146 MPH w/ Impact Windows)** | | **Unit Price** |
| | Purchase Price (without restroom) | | $ 128,550.00 |
| | Purchase Price (with restroom) | | $ 132,300.00 |
| | Rental Price per month (without restroom) | | $ 2,012.00 |
| | Rental Price per month (with restroom) | | $ 2,070.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 7,500.00 |
| | Dismantle cost at end of lease * | | $ 5,875.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **4** | **Item Description - 36'x36' Campus Maker Hybrid Style Multipurpose Building** | | **Unit Price** |
| | Purchase Price (without restroom) | | $ 219,000.00 |
| | Purchase Price (with one restroom) | | $ 222,000.00 |
| | Purchase Price (with two restrooms) | | $ 227,000.00 |
| | Rental Price per month (without restroom) | | $ 3,220.00 |
| | Rental Price per month (with one restroom) | | $ 3,335.00 |
| | Rental Price per month (with two restrooms) | | $ 3,450.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 15,000.00 |
| | Dismantle cost at end of lease * | | $ 10,250.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |

* Shipping and installation/dismantle sites over 250 miles from Auburndale, FL are subject to haulage and Installation/dismantle per diem.

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**
**Section 1 Continued**

| 5 | Item Description - 48'x36' Campus Maker Hybrid Style Multipurpose Building | Unit Price |
|---|---|---|
| | Purchase Price (without restroom) | $ 271,000.00 |
| | Purchase Price (with one restroom) | $ 275,000.00 |
| | Purchase Price (with two restrooms) | $ 280,000.00 |
| | Rental Price per month (without restroom) | $ 4,750.00 |
| | Rental Price per month (with one restroom) | $ 4,875.00 |
| | Rental Price per month (with two restrooms) | $ 5,000.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 20,000.00 |
| | Dismantle cost at end of lease * | $ 13,625.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **6** | **Item Description - 12'x36' Campus Maker Hybrid Style Men's Restroom Building** | **Unit Price** |
| | Purchase Price | $ 192,000.00 |
| | Rental Price per month | $ 4,375.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 6,875.00 |
| | Dismantle cost at end of lease * | $ 5,500.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **7** | **Item Description - 12'x36' Campus Maker Hybrid Style Women's Restroom Building** | **Unit Price** |
| | Purchase Price | $ 229,000.00 |
| | Rental Price per month | $ 4,375.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 6,875.00 |
| | Dismantle cost at end of lease * | $ 5,500.00 |
| | Return delivery to MMMC at end if lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **8** | **Item Description - 12'x36' Campus Maker Hybrid Style Women's/Men's Combo Restroom** | **Unit Price** |
| | Purchase Price | $ 215,000.00 |
| | Rental Price per month | $ 4,375.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 6,875.00 |
| | Dismantle cost at end of lease * | $ 5,500.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **9** | **Description - 24'x36' Campus Maker "Eco 1" Classroom (2" Panel Exterior, 186 Vult)** | **Unit Price** |
| | Purchase Price (without restroom) | $ 170,000.00 |
| | Purchase Price (with restroom) | $ 174,000.00 |
| | Rental Price per month (without restroom) | $ 2,660.00 |
| | Rental Price per month (with restroom) | $ 2,750.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 7,500.00 |
| | Dismantle cost at end of lease * | $ 5,875.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |

* Shipping and installation/dismantle sites over 250 miles from
Auburndale, FL are subject to haulage and Installation/dismantle per diem.

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**

## Section 2

### Steel Frame Type IIB Buildings (Steel, Hardipanel or Panel Exterior)

### Mobile Modular in Fleet Product

| 1 | Item Description - 24'x36' Standard IIB Classroom | | Unit Price |
|---|---|---|---|
| | Purchase Price (without restroom) | | $ 158,025.00 |
| | Purchase Price (with restroom) | | $ 162,275.00 |
| | Rental Price per month (without restroom) | | $ 1,805.00 |
| | Rental Price per month (with restroom) | | $ 1,855.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 7,500.00 |
| | Dismantle cost at end of lease * | | $ 5,875.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| 2 | Item Description - 24'x36' Single Slope/Side Stacking Classroom | | Unit Price |
| | Purchase Price (without restroom) | | $ 159,043.00 |
| | Purchase Price (with restroom) | | $ 163,293.00 |
| | Rental Price per month (without restroom) | | $ 1,815.00 |
| | Rental Price per month (with restroom) | | $ 1,865.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 7,500.00 |
| | Dismantle cost at end of lease * | | $ 5,875.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| 3 | Item Description - 24'x36' Campus Maker Hybrid Style (140 MPH) | | Unit Price |
| | Purchase Price (without restroom) | | $ 188,000.00 |
| | Purchase Price (with restroom) | | $ 193,000.00 |
| | Rental Price per month (without restroom) | | $ 2,060.00 |
| | Rental Price per month (with restroom) | | $ 2,110.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 7,500.00 |
| | Dismantle cost at end of lease * | | $ 5,875.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| 4 | Item Description - 24'x36' Campus Maker Hybrid Style (146 MPH/W-Impact) | | Unit Price |
| | Purchase Price (without restroom) | | $ 193,600.00 |
| | Purchase Price (with restroom) | | $ 198,500.00 |
| | Rental Price per month (without restroom) | | $ 2,110.00 |
| | Rental Price per month (with restroom) | | $ 2,160.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 7,500.00 |
| | Dismantle cost at end of lease * | | $ 5,875.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |

* Shipping and installation/dismantle sites over 250 miles from Auburndale, FL are subject to haulage and Installation/dismantle per diem.

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**
**Section 2 Continued**

| 5 | Item Description - 36'x36' Classroom/Multipurpose Campus Maker Hybrid Style | Unit Price |
|---|---|---|
| | Purchase Price (without restroom) | $ 281,000.00 |
| | Purchase Price (with one restroom) | $ 286,000.00 |
| | Purchase Price (with two restrooms) | $ 291,000.00 |
| | Rental Price per month (without restroom) | $ 4,370.00 |
| | Rental Price per month (with one restroom) | $ 4,430.00 |
| | Rental Price per month (with two restrooms) | $ 4,600.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 15,000.00 |
| | Dismantle cost at end of lease * | $ 10,250.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **6** | **Item Description - 36'x36' Classroom/Multipurpose Campus Maker (146MPH/W-Impact)** | **Unit Price** |
| | Purchase Price (without restroom) | $ 286,000.00 |
| | Purchase Price (with one restroom) | $ 291,000.00 |
| | Purchase Price (with two restrooms) | $ 295,500.00 |
| | Rental Price per month (without restroom) | $ 4,430.00 |
| | Rental Price per month (with one restroom) | $ 4,490.00 |
| | Rental Price per month (with two restrooms) | $ 4,700.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 15,000.00 |
| | Dismantle cost at end of lease * | $ 10,250.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **7** | **Item Description - 36'x56' Classroom/Multipurpose (Steel Exterior)** | **Unit Price** |
| | Purchase Price (without restroom) | $ 355,000.00 |
| | Purchase Price (with one restroom) | $ 360,000.00 |
| | Purchase Price (with two restrooms) | $ 366,000.00 |
| | Rental Price per month (without restroom) | $ 5,750.00 |
| | Rental Price per month (with one restroom) | $ 5,800.00 |
| | Rental Price per month (with two restrooms) | $ 5,900.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 20,625.00 |
| | Dismantle cost at end of lease * | $ 13,750.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **8** | **Item Description - 48'x36' Classroom/Multipurpose Campus Maker Hybrid Style** | **Unit Price** |
| | Purchase Price (without restroom) | $ 331,000.00 |
| | Purchase Price (with one restroom) | $ 336,000.00 |
| | Purchase Price (with two restrooms) | $ 341,000.00 |
| | Rental Price per month (without restroom) | $ 5,900.00 |
| | Rental Price per month (with one restroom) | $ 6,000.00 |
| | Rental Price per month (with two restrooms) | $ 6,100.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 20,000.00 |
| | Dismantle cost at end of lease * | $ 13,625.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**
**Section 2 Continued**

| 9 | Item Description - 48'x36' Classroom/Multipurpose Campus Maker (146MPH/W-Impact) | Unit Price |
|---|---|---|
| | Purchase Price (without restroom) | $ 336,500.00 |
| | Purchase Price (with one restroom) | $ 341,400.00 |
| | Purchase Price (with two restrooms) | $ 346,000.00 |
| | Rental Price per month (without restroom) | $ 5,960.00 |
| | Rental Price per month (with one restroom) | $ 6,000.00 |
| | Rental Price per month (with two restrooms) | $ 6,100.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 20,000.00 |
| | Dismantle cost at end of lease * | $ 13,625.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **10** | **Item Description - 24'x56' Office Building (Type IIB Construction)** | **Unit Price** |
| | Purchase Price (with two restrooms) | $ 255,000.00 |
| | Rental Price per month (with two restrooms) | $ 4,370.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 7,625.00 |
| | Dismantle cost at end of lease * | $ 5,500.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **11** | **Item Description - 24'x60' Classroom (Two 12' Wide Floors)** | **Unit Price** |
| | Purchase Price (without restroom) | $ 243,000.00 |
| | Purchase Price (with two restroom) | $ 252,000.00 |
| | Rental Price per month (without restroom) | $ 4,200.00 |
| | Rental Price per month (with two restrooms) | $ 4,400.00 |
| | *Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 7,625.00 |
| | Dismantle cost at end of lease * | $ 5,500.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **12** | **Item Description - 12'x30' Men's/Women's Combination Restroom Building** | **Unit Price** |
| | Purchase Price | $ 132,500.00 |
| | Rental Price per month | $ 3,340.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 4,625.00 |
| | Dismantle cost at end of lease * | $ 3,700.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **13** | **Item Description - 12'x42' Men's/Women's Combination Restroom Building** | **Unit Price** |
| | Purchase Price | $ 166,000.00 |
| | Rental Price per month | $ 4,500.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 5,400.00 |
| | Dismantle cost at end of lease * | $ 4,000.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**
**Section 2 Continued**

| | | | |
|---|---|---|---|
| **14** | **Item Description - 24'x36' Men's/Women's Combination Restroom Building** | | **Unit Price** |
| | Purchase Price | | $ 274,000.00 |
| | Rental Price per month | | $ 6,500.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 7,500.00 |
| | Dismantle cost at end of lease * | | $ 5,875.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **15** | **Item Description - 24'x40' Men's/Women's Combination Restroom Building** | | **Unit Price** |
| | Purchase Price | | $ 293,000.00 |
| | Rental Price per month | | $ 7,900.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 8,100.00 |
| | Dismantle cost at end of lease * | | $ 6,250.00 |
| | Return delivery to MMMC at end if lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **16** | **Item Description - 12'x36' Men's Campus Maker (Hardipanel) Restroom Building** | | **Unit Price** |
| | Purchase Price | | $ 170,000.00 |
| | Rental Price per month | | $ 3,700.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 6,400.00 |
| | Dismantle cost at end of lease * | | $ 5,500.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **17** | **Item Description - 12'x36' Women's Campus Maker (Hardi) Restroom Building** | | **Unit Price** |
| | Purchase Price | | $ 179,000.00 |
| | Rental Price per month | | $ 3,900.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 6,400.00 |
| | Dismantle cost at end of lease * | | $ 5,500.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **18** | **Item Description - 12'x36' Women's/Men's Combination Campus Maker (Hardi) Restroom** | | **Unit Price** |
| | Purchase Price | | $ 168,500.00 |
| | Rental Price per month | | $ 4,100.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 6,400.00 |
| | Dismantle cost at end of lease * | | $ 5,500.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **19** | **Item Description - Approximately 1300 square feet Multipurpose Building** | | **Unit Price** |
| | Purchase Price | | $ 299,000.00 |
| | Rental Price per month | | $ 6,000.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 14,000.00 |
| | Dismantle cost at end of lease * | | $ 10,250.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Restrooms (additional purchase amount per restroom) | | $ 11,900.00 |
| | Restrooms (additional monthly rental amount per restroom) | | $ 170.00 |

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**
**Section 2 Continued**

| 20 | Item Description - Approximately 2000 square feet Multipurpose Building | | Unit Price |
|---|---|---|---|
| | Purchase Price | | $ 385,000.00 |
| | Rental Price per month | | $ 10,000.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 22,500.00 |
| | Dismantle cost at end of lease * | | $ 20,000.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Restrooms (additional purchase amount per restroom) | | $ 11,900.00 |
| | Restrooms (additional monthly rental amount per restroom) | | $ 170.00 |
| **21** | **Item Description - Approximately 3000 square feet Multipurpose Building** | | **Unit Price** |
| | Purchase Price | | $ 550,000.00 |
| | Rental Price per month | | $ 13,100.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 33,700.00 |
| | Dismantle cost at end of lease * | | $ 24,000.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Restrooms (additional purchase amount per restroom) | | $ 11,900.00 |
| | Restrooms (additional monthly rental amount per restroom) | | $ 170.00 |
| **22** | **Item Description - 48'x56' Multipurpose Building** | | **Unit Price** |
| | Purchase Price | | $ 549,000.00 |
| | Rental Price per month | | $ 8,500.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 25,300.00 |
| | Dismantle cost at end of lease * | | $ 21,250.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **23** | **Description - 24'x36' Campus Maker "Eco 2" Classroom (2" Panel Exterior, 186 Vult)** | | **Unit Price** |
| | Purchase Price (without restroom) | | $ 217,000.00 |
| | Purchase Price (with restroom) | | $ 222,000.00 |
| | Rental Price per month (without restroom) | | $ 3,100.00 |
| | Rental Price per month (with restroom) | | $ 3,300.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 7,500.00 |
| | Dismantle cost at end of lease * | | $ 5,875.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |

* Shipping and installation/dismantle sites over 250 miles from Auburndale, FL are subject to haulage and Installation/dismantle per diem.

**The School District of Suwannee County, Florida**
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**Attachment "C" - Other Modular Buildings Included in Bid**
**Section 2 Continued**

| 24 | Description - 24' x 36' "Xpand First-Story" Classroom (with Second Story Capabilities) * | Unit Price |
|---|---|---|
| | Purchase Price (without restroom) | $ 220,000.00 |
| | Purchase Price (with restroom) | $ 225,000.00 |
| | Purchase Price (with male group restroom) | $ 235,000.00 |
| | Purchase Price (with female group restroom) | $ 238,000.00 |
| | Purchase Price (with female 3 fixture group restroom) | $ 240,000.00 |
| | Rental Price per month (without restroom) | $ 4,000.00 |
| | Rental Price per month (with restroom) | $ 4,150.00 |
| | Rental Price (with male group restroom) | $ 4,600.00 |
| | Rental Price (with female group restroom) | $ 4,600.00 |
| | Rental Price (with female 3 fixture group restroom) | $ 4,600.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | TBD based on site conditions and requirements |
| | Dismantle cost at end of lease * | TBD based on site conditions and requirements |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |

| 25 | Description - 24' x 36' "Xpand Second-Story" Classroom (Placement above 1st Story) * | Unit Price |
|---|---|---|
| | Purchase Price (without restroom) | $ 220,000.00 |
| | Purchase Price (with restroom) | $ 225,000.00 |
| | Purchase Price (with male group restroom) | $ 235,000.00 |
| | Purchase Price (with female group restroom) | $ 238,000.00 |
| | Purchase Price (with female 3 fixture group restroom) | $ 240,000.00 |
| | Rental Price per month (without restroom) | $ 4,000.00 |
| | Rental Price per month (with restroom) | $ 4,150.00 |
| | Rental Price (with male group restroom) | $ 4,600.00 |
| | *Rental Price (with female group restroom)* | $ 4,600.00 |
| | Rental Price (with female 3 fixture group restroom) | $ 4,600.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | TBD based on site conditions and requirements |
| | Dismantle cost at end of lease * | TBD based on site conditions and requirements |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |

* Regarding Items 24 & 25: Accessories, options and additional services will be negotiated at time of order based on scope of work and delineation of responsibility for the project.
* Shipping and installation/dismantle sites over 250 miles from Auburndale, FL are subject to haulage and Installation/dismantle per diem.

| 26 | Item Description - 12'x36' Office Building (Type IIB Construction) | Unit Price |
|---|---|---|
| | Purchase Price | $ 88,500.00 |
| | Rental Price per month | $ 1,200.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 5,000.00 |
| | Dismantle cost at end of lease * | $ 3,800.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**

## Section 3
## Wood Frame Type V Buildings
## Mobile Modular in Fleet Product

| | | | |
|---|---|---|---|
| **1** | **Item Description - 12'x40' Office Building** | | **Unit Price** |
| | Purchase Price | | $ 102,000.00 |
| | Rental Price per month | | $ 1,650.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 3,250.00 |
| | Dismantle cost at end of lease * | | $ 2,100.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **2** | **Item Description - 12'x52' Office Building (140 MPH)** | | **Unit Price** |
| | Purchase Price | | $ 118,000.00 |
| | Rental Price per month | | $ 1,780.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 3,250.00 |
| | Dismantle cost at end of lease * | | $ 2,100.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **3** | **Item Description - 12'x52' Office Building (146 MPH)** | | **Unit Price** |
| | Purchase Price | | $ 123,000.00 |
| | Rental Price per month | | $ 1,830.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 3,250.00 |
| | Dismantle cost at end of lease * | | $ 2,100.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **4** | **Item Description - 12'x56' Office Building (140 MPH)** | | **Unit Price** |
| | *Purchase Price* | | $ 116,000.00 |
| | Rental Price per month | | $ 1,880.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 3,400.00 |
| | Dismantle cost at end of lease * | | $ 2,600.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **5** | **Item Description - 12'x56' Office Building (146 MPH)** | | **Unit Price** |
| | Purchase Price | | $ 121,000.00 |
| | Rental Price per month | | $ 1,930.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 3,400.00 |
| | Dismantle cost at end of lease * | | $ 2,600.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **6** | **Item Description - 24'x56' Office Building (140 MPH)** | | **Unit Price** |
| | Purchase Price | | $ 169,000.00 |
| | Rental Price per month | | $ 3,250.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 7,600.00 |
| | Dismantle cost at end of lease * | | $ 5,500.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**

## Section 3 Continued

| 7 | Item Description - 24'x56' Office Building (146 MPH) | | Unit Price |
|---|---|---|---|
| | Purchase Price | | $ 174,000.00 |
| | Rental Price per month | | $ 3,500.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 7,600.00 |
| | Dismantle cost at end of lease * | | $ 5,500.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **8** | **Item Description - 12'x56' M-Plex Floors** | | **Unit Price** |
| | End Unit with Restrooms Purchase Price (per floor) | | $ 118,000.00 |
| | End Unit with Restrooms Monthly Rental Price (per floor) | | $ 1,950.00 |
| | End Unit without Restrooms Purchase Price (per floor) | | $ 104,000.00 |
| | End Unit without Restrooms Monthly Rental Price (per floor) | | $ 1,700.00 |
| | Center Unit Purchase Price (per floor) | | $ 99,000.00 |
| | Center Unit Monthly Rental Price (per floor) | | $ 1,575.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring (per floor) * | | $ 5,750.00 |
| | Dismantle cost at end of lease (per floor) * | | $ 4,100.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |

* Shipping and installation/dismantle sites over 250 miles from Auburndale, FL are subject to haulage and Installation/dismantle per diem.

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**

## Section 4
## Steel Storage Containers/Offices

| | | |
|---|---|---|
| **1** | **Item Description - 8'x10' Storage Unit** | **Unit Price** |
| | Rental Price per month | $ 115.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring * | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |
| **2** | **Item Description - 8'x20' Storage Unit** | **Unit Price** |
| | Rental Price per month | $ 115.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring * | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |
| **3** | **Item Description - 8'x20' Storage Unit (double door)** | **Unit Price** |
| | Rental Price per month | $ 125.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring * | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |
| **4** | **Item Description - 8'x20' Office/Storage Combination Unit** | **Unit Price** |
| | Rental Price per month | $ 265.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring * | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |
| **5** | **Item Description - 8'x20' Office Unit** | **Unit Price** |
| | Rental Price per month | $ 410.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring * | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |
| **6** | **Item Description - 8'x24' Storage Unit** | **Unit Price** |
| | Rental Price per month | $ 135.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring * | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |
| **7** | **Item Description - 8'x40' Storage Unit** | **Unit Price** |
| | Rental Price per month | $ 140.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring * | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |
| **8** | **Item Description - 8'x40' Storage Unit (double door)** | **Unit Price** |
| | Rental Price per month | $ 165.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring * | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**
**Section 4 Continued**

| 9 | Item Description - 8'x40' Office/Storage Combination Unit | Unit Price |
|---|---|---|
| | Rental Price per month | $ 375.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |

| 10 | Item Description - 8'x40' Office Unit | Unit Price |
|---|---|---|
| | Rental Price per month | $ 475.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring * | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |

| 11 | Other Container Products |
|---|---|
| | Shelving - per 12' section (exclusive of lumber) $10 monthly |
| | Pipe Rack - per 12' section $10 monthly |
| | Puck lock - $10 monthly |
| | Folding Table and 4 chairs $75 monthly |

| 12 | Item Description - 8'x10' Office Unit | Unit Price |
|---|---|---|
| | Rental Price per month | $ 275.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring * | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |

| 13 | Item Description - 8'x20' Insulated Storage | Unit Price |
|---|---|---|
| | Rental Price per month | $ 250.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring * | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |

| 14 | Item Description - 8'x40' Insulated Storage | Unit Price |
|---|---|---|
| | Rental Price per month | $ 375.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring * | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |

**Containers may be purchased and the cost will be determined at the time of purchse in accordance with the provisions outlined in Section 1, B, 1.0 of this bid.**

* Shipping and installation/dismantle sites over 250 miles from Auburndale, FL are subject to haulage and Installation/dismantle per diem.

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**

## Section 5
## Kitchens To Go - Modular & Mobile Kitchens

| 1 | Description - 12' x 56' Single Unit Compact Commercial Modular Kitchen | Unit Price |
|---|---|---|
| | Purchase Price | $ 2,894,385.00 |
| | Rental Price per month | $ 25,000.00 |
| | Delivery Transportation (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |
| | Block, level and anchoring | TBD based on site conditions and requirements |
| | Dismantle cost at end of lease | TBD based on site conditions and requirements |
| | Return Delivery (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |

Technician Training and Maintenance costs are site dependent. Cleaning fee of $2500/unit due prior to delivery.

| 2 | Description - 24' x 56' Campus Modular Kitchen (C&P) | Unit Price |
|---|---|---|
| | Purchase Price | $ 4,166,532.00 |
| | Rental Price per month | $ 41,250.00 |
| | Delivery Transportation (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |
| | Block, level and anchoring | TBD based on site conditions and requirements |
| | Dismantle cost at end of lease | TBD based on site conditions and requirements |
| | Return Delivery (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |

Technician Training and Maintenance costs are site dependent. Cleaning fee of $2500/unit due prior to delivery.

| 3 | Description - 36' x 56' Corp. Mod. Comm. Kitchen - Temp Controlled Environment (Cook Module w/33" hood with fire supression, food preparation modulae and Ware wash module with 86" rack conveyor dishwasher and 3-compartment sink) | Unit Price |
|---|---|---|
| | Purchase Price | $ 5,526,080.00 |
| | Rental Price per month | $ 65,889.00 |
| | Delivery Transportation (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |
| | Block, level and anchoring | TBD based on site conditions and requirements |
| | Dismantle cost at end of lease | TBD based on site conditions and requirements |
| | Return Delivery (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |

Technician Training and Maintenance costs are site dependent. Cleaning fee of $2500/unit due prior to delivery.

| 4 | Description - 48' x 56' Hospital/Univ Modular Kitchen (C,P,P,W) | Unit Price |
|---|---|---|
| | Purchase Price | $ 6,595,028.00 |
| | Rental Price per month | $ 84,639.00 |
| | Delivery Transportation (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |
| | Block, level and anchoring | TBD based on site conditions and requirements |
| | Dismantle cost at end of lease | TBD based on site conditions and requirements |
| | Return Delivery (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |

Technician Training and Maintenance costs are site dependent. Cleaning fee of $2500/unit due prior to delivery.

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**
**Section 5 Continued**

| 5 | Description - 60' x 56' High Volume Modular Kitchen (C,C,P,P,W) | Unit Price |
|---|---|---|
| | Purchase Price | $ 8,618,369.00 |
| | Rental Price per month | $ 107,139.00 |
| | Delivery Transportation (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |
| | Block, level and anchoring | TBD based on site conditions and requirements |
| | Dismantle cost at end of lease | TBD based on site conditions and requirements |
| | Return Delivery (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |
| | Technician Training and Maintenance costs are site dependent. Cleaning fee of $2500/unit due prior to delivery. | |

| 6 | Description - 53' Mobile Kitchen - Semi Trailer | Unit Price |
|---|---|---|
| | Purchase Price | $ 2,905,972.00 |
| | Rental Price per month | $ 23,414.00 |
| | Delivery Transportation (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |
| | Block, level and anchoring | TBD based on site conditions and requirements |
| | Dismantle cost at end of lease | TBD based on site conditions and requirements |
| | Return Delivery (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |
| | Technician Training and Maintenance costs are site dependent. Cleaning fee of $2500/unit due prior to delivery. | |

| 7 | Description - 35'-40' Mobile Kitchen - Fifth Wheel Trailer | Unit Price |
|---|---|---|
| | Purchase Price | $ 1,601,892.00 |
| | Rental Price per month | $ 23,141.00 |
| | Delivery Transportation (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |
| | Block, level and anchoring | TBD based on site conditions and requirements |
| | Dismantle cost at end of lease | TBD based on site conditions and requirements |
| | Return Delivery (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |
| | Technician Training and Maintenance costs are site dependent. Cleaning fee of $2500/unit due prior to delivery. | |

| 8 | Description - 48'-53' Flight Dishwasher - Semi Trailer | Unit Price |
|---|---|---|
| | Purchase Price | $ 1,955,738.00 |
| | Rental Price per month | $ 19,389.00 |
| | Delivery Transportation (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |
| | Block, level and anchoring | TBD based on site conditions and requirements |
| | Dismantle cost at end of lease | TBD based on site conditions and requirements |
| | Return Delivery (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |
| | Technician Training and Maintenance costs are site dependent. Cleaning fee of $2500/unit due prior to delivery. | |

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**
**Section 5 Continued**

| 9 | Description -8' x 20' Cooler/Freezer with shelving | Unit Price |
|---|---|---|
| | Purchase Price | $ 67,500.00 |
| | Rental Price per month | $ 4,839.00 |
| | Delivery Transportation (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |
| | Block, level and anchoring | TBD based on site conditions and requirements |
| | Dismantle cost at end of lease | TBD based on site conditions and requirements |
| | Return Delivery (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |

Technician Training and Maintenance costs are site dependent. Cleaning fee of $2500/unit due prior to delivery.

* Delivery and Return haulage to calculated from and to Etna Green, IN.
Building Type for all Module purchase price is based on Type V buildings.

**The School District of Suwannee County, Florida**
**RFP #20-209**
**Attachment "D" - Other Options Included in Bid**

| Item Description - Aluminum Stairs and Ramps Systems | | Unit Price |
|---|---|---|
| Stair Purchase Price (Education Compliant) | $ | 5,895.00 |
| Stair Monthly Rental Price (Education Compliant) | $ | 300.00 |
| 30' Ramp Purchase Price (Education Compliant) | $ | 15,000.00 |
| 30' Ramp Monthly Rental Price (Education Compliant) | $ | 1,600.00 |
| 5' x 5' Landing Purchase | $ | 2,970.00 |
| 5' x 5' Landing Monthly Rental | $ | 350.00 |
| 6' x 8' Landing Purchase | $ | 4,000.00 |
| 6' x 8' Landing Monthly Rental | $ | 340.00 |
| 5'-4" x 10'-10" Turnback Landing Purchase | $ | 6,600.00 |
| 5'-4" x 10'-10" Turnback Landing Rental Price | $ | 300.00 |
| Additional 10' ramp sections Purchase Price | $ | 4,700.00 |
| Additional 10' ramp sections Rental Price | $ | 340.00 |
| OSHA Stair Purchase Price | $ | 1,750.00 |
| OSHA Stair Monthly Rental Price | $ | 185.00 |
| Deliver and install each stair * | $ | 1,875.00 |
| Deliver and install 30' ramp * | $ | 5,250.00 |
| Dismantle and return each stair * | $ | 1,875.00 |
| Dismantle and return each 30' ramp * | $ | 5,250.00 |
| Deliver and install each additional landing * | $ | 2,000.00 |
| Dismantle and return each additional landing * | $ | 2,000.00 |
| Deliver and install each additional 10' ramp section * | $ | 2,125.00 |
| Dismantle and return each additional 10' ramp section * | $ | 2,125.00 |
| Engineered Drawings on Custom Installations | $ | 6,000.00 |

* Pricing based on up to a 250 mile radius from Auburndale, FL.
Delivery and Installation more than 250 miles = add $5.00 per mile.

| Item Description - Panelized Awning | | Unit Price |
|---|---|---|
| Purchase Price | $ | 2,200.00 |
| Monthly Rental Price | $ | 210.00 |
| Delivery and Installation | $ | 550.00 |
| Dismantle and Return | $ | 550.00 |

| Item Description - Building Skirting Available. Cost = per Linear Foot. | Unit Price |
|---|---|
| Vinyl Skirting Delivered and Installed | $39.00/ft |
| Vinyl Skirting Dismantled and Removed | $11.00/ft |
| Hardipanel Skirting Delivered and Installed | $47.00/ft |
| Hardipanel Skirting Dismantled and Removed | $11.00/ft |

| Item Description - Impact Windows and Doors |
|---|
| Impact rated windows and doors may be added to any building with the price to be determined at time of order based on the number of windows and doors to be changed. |

Suwannee County Public Schools
RFP 20-209
Effective July 1, 2025

**The School District of Suwannee County, Florida**
**RFP #20-209**
**Attachment "D" - Other Options Included in Bid (Continued)**

**Item Description - Lease/Purchase Options**

MMMC utilizes an independent third party for these transactions. Prices will be determined at time of sale based on dollar amount of purchase, length of term and interest rates.

**Item Description - Fuel Surcharge**

MMMC may adjust building transportation charges to cover increases in fuel costs.

**Item Description - Customized or Concrete Foundations**

Customized and/or concrete foundations may be added to any building with the price to be determined at time of order based on foundation design.

**Item Description - Security/Hurricane Screens**

Security and/or Hurricane screens can be added to any building. Price will be determined by the size and number of windows and doors to be protected.

**Item Description - Additional Services**

As provided in the original bid document, additional services, site related services, re-rent items, engineering, architectual services, drawings, site plans, permitting, calculations, energy calculations, building recertifications, new products and services can be quoted upon request.

**Item Description - Building Upgrades**

All buildings can be modified or upgraded to meet the customer's needs. The additional cost of any changes or upgrades will be on a negotiated basis.

**Item Description - New Constructed Fleet Buildings, Custom Buildings, Upgrades and Modifications**

New and custom buildings of any type and configuration can be quoted upon request. Upgrades and modifications can be quoted upon request.

**Item Description - Cleaning Fee and Repairs**

A cleaning fee of $400 per building section/floor will be charged upon the return of rental buildings. Necessary repairs and maintenance beyond normal wear and tear will be quoted upon the buildings return.

**Item Description - Walkway Canopies**

Walkway canopy systems can be quoted upon request.

**Item Description - Ballistic Building Protection**

Ballistic and Bullet Proof doors, windows, walls, etc.. Can be quoted upon request

**Item Description - Transportation Escorts**

If escorts are required for hauling a building due to it being over height and/or width per Florida regulations, the following charges will be applied.

| | |
|---|---|
| Over height = | $12.00/mile |
| Over width = | $7.50/mile |
| Over height & width = | $12.00/mile |
| Florida Keys (add to mileage charges) = | $5,500/trip |

**The School District of Suwannee County, Florida**
**RFP #20-209**
**Attachment "D" - Other Options Included in Bid (Continued)**

| Item Description - Short Term Leases |
| --- |
| Original bid pricing for rental is based on a minimum 12 month lease. Short term leases (less than 12 months) are available, however, pricing will be on a negotiated basis determined by the item and the length of Lease. Short term Leases can exceed established bid pricing. |

# SUWANNEE COUNTY SCHOOL DISTRICT

**LESLEY FRY**
DISTRICT 1
**NORMAN CRAWFORD**
DISTRICT 2
**TIM ALCORN**
DISTRICT 3

**ED DA SILVA**
DISTRICT 4
**RONALD WHITE**
DISTRICT 5
**LEONARD DIETZEN, III**
BOARD ATTORNEY

1740 Ohio Avenue, South
Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635

**RONNIE GRAY**
**Superintendent of Schools**

May 29, 2025

Mr. Wes Kent
Mobile Modular Management Corp.
2474 Sand Lake Road
Orlando, FL 32809

Dear Mr. Kent:

This letter will serve to notify you that the Suwannee County School Board, acting in regular session on May 27, 2025, approved the three-year extension for RFP 20-209, Type IIB Panelized Modular Buildings, along with the proposed pricing to be effective July 1, 2025.

We look forward to continuing our relationship with Mobile Modular.

Sincerely,

Ethan R. Butts
Director
Facilities Department

ERB/cjv

mobile modular SM
Your Project – Our Commitment

May 1, 2025

Ronnie Gray
Superintendent of Schools
Suwannee County School District
1740 Ohio Avenue, South
Live Oak, FL 32064

Dear Superintendent Gray:

We would like to request a 3-year extension per the terms of RFP 20-209. The extension would start July 1, 2025, and end June 30, 2028. I have reviewed the pricing for RFP 20-209 and have provided updated pricing for your review. Updated pricing would take effect July 1, 2025.

We are thankful for our relationship with The Suwannee County School District and look forward to continuing to serve the district.

Please let me know if you have any questions or need any further information.

Regards,

Wes Kent

Wes Kent
Regional Sales Manager
Mobile Modular
(727) 798-2488

# The School District of Suwannee County, Florida

Request For Proposal (RFP)
**RFP #20-209**

## ATTACHMENT "A" - RFP Modular Unit and Accessory PURCHASE COST Bid Form
**Type IIB Panelized Modular Units**
(Items per RFP Specifications)

| ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| **Item 1:** | **Type IIB Panelized 24'x36' Classroom Unit; (130 MPH Wind Load)** | |
| 1. | Without restroom | $151,000.00 |
| 2. | With one (1) restroom | $155,750.00 |
| 3. | Cost of delivery to site | $3,750.00 |
| 4. | Cost for block, level and anchoring | $6,000.00 |

[Type here]

Note ALL Variations to Bid Documents:

| What was Specified | What is Proposed | Reasoning |
|---|---|---|
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***End of Attachment "A", Modular Unit Purchase Bid Form***
*(Also refer to Attachment "B", Modular Unit Rental Bid Form)*
*Piggyback Bid prices will be per Attachments "C" and "D".*

The School District of Suwannee County, Florida

Request For Proposal (RFP)
**RFP #20-209**

## ATTACHMENT "B" - RFP Modular Unit and Accessory RENTAL COST Bid Form
**Type IIB Panelized Modular Units**
(Items per RFP Specifications)

| ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| **Item 1:** | **Type IIB Panelized 24'x36' Classroom Unit; (130 MPH Wind Load)** | |
| 5. | Without restroom | $1,450.00 |
| 6. | With one (1) restroom | $1,500.00 |
| 7. | Cost of delivery to site | $3,750.00 |
| 8. | Cost for block, level and anchoring | $6,000.00 |
| 9. | Cost of dismantle at end of lease | $4,700.00 |
| 10. | Cost for return deliver to vendor | $3,750.00 |

Note ALL Variations to Bid Documents:

| What was Specified | What is Proposed | Reasoning |
|---|---|---|
| | | |
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***End of Attachment "B", Modular Unit Rental Bid Form***
*(Also refer to Attachment "A", Modular Unit Purchase Bid Form)*
*Piggyback Bid prices will be per Attachments "C" and "D".*

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**

# Section 1
# Used Panelized Buildings
# Mobile Modular in Fleet Product

| 1 | Description - 24'x36' Campus Maker Hybrid Style Classroom | Unit Price |
|---|---|---|
| | Purchase Price (without restroom) | $ 120,800.00 |
| | Purchase Price (with restroom) | $ 124,600.00 |
| | Rental Price per month (without restroom) | $ 1,667.00 |
| | Rental Price per month (with restroom) | $ 1,725.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 7,500.00 |
| | Dismantle cost at end of lease * | $ 5,875.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **2** | **Description - 24'x36' Campus Maker Classroom (140 MPH w/ Impact Windows)** | **Unit Price** |
| | Purchase Price (without restroom) | $ 124,700.00 |
| | Purchase Price (with restroom) | $ 128,400.00 |
| | Rental Price per month (without restroom) | $ 1,782.00 |
| | Rental Price per month (with restroom) | $ 1,840.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 7,500.00 |
| | Dismantle cost at end of lease * | $ 5,875.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **3** | **Item Description - 24'x36' Campus Maker Classroom (146 MPH w/ Impact Windows)** | **Unit Price** |
| | Purchase Price (without restroom) | $ 128,550.00 |
| | Purchase Price (with restroom) | $ 132,300.00 |
| | Rental Price per month (without restroom) | $ 2,012.00 |
| | Rental Price per month (with restroom) | $ 2,070.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 7,500.00 |
| | Dismantle cost at end of lease * | $ 5,875.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **4** | **Item Description - 36'x36' Campus Maker Hybrid Style Multipurpose Building** | **Unit Price** |
| | Purchase Price (without restroom) | $ 219,000.00 |
| | Purchase Price (with one restroom) | $ 222,000.00 |
| | Purchase Price (with two restrooms) | $ 227,000.00 |
| | Rental Price per month (without restroom) | $ 3,220.00 |
| | Rental Price per month (with one restroom) | $ 3,335.00 |
| | Rental Price per month (with two restrooms) | $ 3,450.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 15,000.00 |
| | Dismantle cost at end of lease * | $ 10,250.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |

* Shipping and installation/dismantle sites over 250 miles from Auburndale, FL are subject to haulage and Installation/dismantle per diem.

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**
## Section 1 Continued

| 5 | Item Description - 48'x36' Campus Maker Hybrid Style Multipurpose Building | Unit Price |
|---|---|---|
| | Purchase Price (without restroom) | $ 271,000.00 |
| | Purchase Price (with one restroom) | $ 275,000.00 |
| | Purchase Price (with two restrooms) | $ 280,000.00 |
| | Rental Price per month (without restroom) | $ 4,750.00 |
| | Rental Price per month (with one restroom) | $ 4,875.00 |
| | Rental Price per month (with two restrooms) | $ 5,000.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 20,000.00 |
| | Dismantle cost at end of lease * | $ 13,625.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **6** | **Item Description - 12'x36' Campus Maker Hybrid Style Men's Restroom Building** | **Unit Price** |
| | Purchase Price | $ 192,000.00 |
| | Rental Price per month | $ 4,375.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 6,875.00 |
| | Dismantle cost at end of lease * | $ 5,500.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **7** | **Item Description - 12'x36' Campus Maker Hybrid Style Women's Restroom Building** | **Unit Price** |
| | Purchase Price | $ 229,000.00 |
| | Rental Price per month | $ 4,375.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 6,875.00 |
| | Dismantle cost at end of lease * | $ 5,500.00 |
| | Return delivery to MMMC at end if lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **8** | **Item Description - 12'x36' Campus Maker Hybrid Style Women's/Men's Combo Restroom** | **Unit Price** |
| | Purchase Price | $ 215,000.00 |
| | Rental Price per month | $ 4,375.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 6,875.00 |
| | Dismantle cost at end of lease * | $ 5,500.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **9** | **Description - 24'x36' Campus Maker "Eco 1" Classroom (2" Panel Exterior, 186 Vult)** | **Unit Price** |
| | Purchase Price (without restroom) | $ 170,000.00 |
| | Purchase Price (with restroom) | $ 174,000.00 |
| | Rental Price per month (without restroom) | $ 2,660.00 |
| | Rental Price per month (with restroom) | $ 2,750.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 7,500.00 |
| | Dismantle cost at end of lease * | $ 5,875.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |

* Shipping and installation/dismantle sites over 250 miles from Auburndale, FL are subject to haulage and Installation/dismantle per diem.

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**

# Section 2

## Steel Frame Type IIB Buildings (Steel, Hardipanel or Panel Exterior)

## Mobile Modular in Fleet Product

| 1 | Item Description - 24'x36' Standard IIB Classroom | | Unit Price |
|---|---|---|---|
| | Purchase Price (without restroom) | | $ 158,025.00 |
| | Purchase Price (with restroom) | | $ 162,275.00 |
| | Rental Price per month (without restroom) | | $ 1,805.00 |
| | Rental Price per month (with restroom) | | $ 1,855.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 7,500.00 |
| | Dismantle cost at end of lease * | | $ 5,875.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **2** | **Item Description - 24'x36' Single Slope/Side Stacking Classroom** | | **Unit Price** |
| | Purchase Price (without restroom) | | $ 159,043.00 |
| | Purchase Price (with restroom) | | $ 163,293.00 |
| | Rental Price per month (without restroom) | | $ 1,815.00 |
| | Rental Price per month (with restroom) | | $ 1,865.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 7,500.00 |
| | Dismantle cost at end of lease * | | $ 5,875.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **3** | **Item Description - 24'x36' Campus Maker Hybrid Style (140 MPH)** | | **Unit Price** |
| | Purchase Price (without restroom) | | $ 188,000.00 |
| | Purchase Price (with restroom) | | $ 193,000.00 |
| | Rental Price per month (without restroom) | | $ 2,060.00 |
| | Rental Price per month (with restroom) | | $ 2,110.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 7,500.00 |
| | Dismantle cost at end of lease * | | $ 5,875.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **4** | **Item Description - 24'x36' Campus Maker Hybrid Style (146 MPH/W-Impact)** | | **Unit Price** |
| | Purchase Price (without restroom) | | $ 193,600.00 |
| | Purchase Price (with restroom) | | $ 198,500.00 |
| | Rental Price per month (without restroom) | | $ 2,110.00 |
| | Rental Price per month (with restroom) | | $ 2,160.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 7,500.00 |
| | Dismantle cost at end of lease * | | $ 5,875.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |

* Shipping and installation/dismantle sites over 250 miles from Auburndale, FL are subject to haulage and Installation/dismantle per diem.

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**
## Section 2 Continued

| 5 | Item Description - 36'x36' Classroom/Multipurpose Campus Maker Hybrid Style | Unit Price |
|---|---|---|
| | Purchase Price (without restroom) | $ 281,000.00 |
| | Purchase Price (with one restroom) | $ 286,000.00 |
| | Purchase Price (with two restrooms) | $ 291,000.00 |
| | Rental Price per month (without restroom) | $ 4,370.00 |
| | Rental Price per month (with one restroom) | $ 4,430.00 |
| | Rental Price per month (with two restrooms) | $ 4,600.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 15,000.00 |
| | Dismantle cost at end of lease * | $ 10,250.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **6** | **Item Description - 36'x36' Classroom/Multipurpose Campus Maker (146MPH/W-Impact)** | **Unit Price** |
| | Purchase Price (without restroom) | $ 286,000.00 |
| | Purchase Price (with one restroom) | $ 291,000.00 |
| | Purchase Price (with two restrooms) | $ 295,500.00 |
| | Rental Price per month (without restroom) | $ 4,430.00 |
| | Rental Price per month (with one restroom) | $ 4,490.00 |
| | Rental Price per month (with two restrooms) | $ 4,700.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 15,000.00 |
| | Dismantle cost at end of lease * | $ 10,250.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **7** | **Item Description - 36'x56' Classroom/Multipurpose (Steel Exterior)** | **Unit Price** |
| | Purchase Price (without restroom) | $ 355,000.00 |
| | Purchase Price (with one restroom) | $ 360,000.00 |
| | Purchase Price (with two restrooms) | $ 366,000.00 |
| | Rental Price per month (without restroom) | $ 5,750.00 |
| | Rental Price per month (with one restroom) | $ 5,800.00 |
| | Rental Price per month (with two restrooms) | $ 5,900.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 20,625.00 |
| | Dismantle cost at end of lease * | $ 13,750.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **8** | **Item Description - 48'x36' Classroom/Multipurpose Campus Maker Hybrid Style** | **Unit Price** |
| | Purchase Price (without restroom) | $ 331,000.00 |
| | Purchase Price (with one restroom) | $ 336,000.00 |
| | Purchase Price (with two restrooms) | $ 341,000.00 |
| | Rental Price per month (without restroom) | $ 5,900.00 |
| | Rental Price per month (with one restroom) | $ 6,000.00 |
| | Rental Price per month (with two restrooms) | $ 6,100.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 20,000.00 |
| | Dismantle cost at end of lease * | $ 13,625.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**
## Section 2 Continued

| 9 | Item Description - 48'x36' Classroom/Multipurpose Campus Maker (146MPH/W-Impact) | Unit Price |
|---|---|---|
| | Purchase Price (without restroom) | $ 336,500.00 |
| | Purchase Price (with one restroom) | $ 341,400.00 |
| | Purchase Price (with two restrooms) | $ 346,000.00 |
| | Rental Price per month (without restroom) | $ 5,960.00 |
| | Rental Price per month (with one restroom) | $ 6,000.00 |
| | Rental Price per month (with two restrooms) | $ 6,100.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 20,000.00 |
| | Dismantle cost at end of lease * | $ 13,625.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **10** | **Item Description - 24'x56' Office Building (Type IIB Construction)** | **Unit Price** |
| | Purchase Price (with two restrooms) | $ 255,000.00 |
| | Rental Price per month (with two restrooms) | $ 4,370.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 7,625.00 |
| | Dismantle cost at end of lease * | $ 5,500.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **11** | **Item Description - 24'x60' Classroom (Two 12' Wide Floors)** | **Unit Price** |
| | Purchase Price (without restroom) | $ 243,000.00 |
| | Purchase Price (with two restroom) | $ 252,000.00 |
| | Rental Price per month (without restroom) | $ 4,200.00 |
| | Rental Price per month (with two restrooms) | $ 4,400.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 7,625.00 |
| | Dismantle cost at end of lease * | $ 5,500.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **12** | **Item Description - 12'x30' Men's/Women's Combination Restroom Building** | **Unit Price** |
| | Purchase Price | $ 132,500.00 |
| | Rental Price per month | $ 3,340.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 4,625.00 |
| | Dismantle cost at end of lease * | $ 3,700.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **13** | **Item Description - 12'x42' Men's/Women's Combination Restroom Building** | **Unit Price** |
| | Purchase Price | $ 166,000.00 |
| | Rental Price per month | $ 4,500.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 5,400.00 |
| | Dismantle cost at end of lease * | $ 4,000.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**
## Section 2 Continued

| | | | |
|---|---|---|---|
| **14** | **Item Description - 24'x36' Men's/Women's Combination Restroom Building** | | **Unit Price** |
| | Purchase Price | | $ 274,000.00 |
| | Rental Price per month | | $ 6,500.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 7,500.00 |
| | Dismantle cost at end of lease * | | $ 5,875.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **15** | **Item Description - 24'x40' Men's/Women's Combination Restroom Building** | | **Unit Price** |
| | Purchase Price | | $ 293,000.00 |
| | Rental Price per month | | $ 7,900.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 8,100.00 |
| | Dismantle cost at end of lease * | | $ 6,250.00 |
| | Return delivery to MMMC at end if lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **16** | **Item Description - 12'x36' Men's Campus Maker (Hardipanel) Restroom Building** | | **Unit Price** |
| | Purchase Price | | $ 170,000.00 |
| | Rental Price per month | | $ 3,700.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 6,400.00 |
| | Dismantle cost at end of lease * | | $ 5,500.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **17** | **Item Description - 12'x36' Women's Campus Maker (Hardi) Restroom Building** | | **Unit Price** |
| | Purchase Price | | $ 179,000.00 |
| | Rental Price per month | | $ 3,900.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 6,400.00 |
| | Dismantle cost at end of lease * | | $ 5,500.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **18** | **Item Description - 12'x36' Women's/Men's Combination Campus Maker (Hardi) Restroom** | | **Unit Price** |
| | Purchase Price | | $ 168,500.00 |
| | Rental Price per month | | $ 4,100.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 6,400.00 |
| | Dismantle cost at end of lease * | | $ 5,500.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **19** | **Item Description - Approximately 1300 square feet Multipurpose Building** | | **Unit Price** |
| | Purchase Price | | $ 299,000.00 |
| | Rental Price per month | | $ 6,000.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 14,000.00 |
| | Dismantle cost at end of lease * | | $ 10,250.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Restrooms (additional purchase amount per restroom) | | $ 11,900.00 |
| | Restrooms (additional monthly rental amount per restroom) | | $ 170.00 |

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**
## Section 2 Continued

| 20 | Item Description - Approximately 2000 square feet Multipurpose Building | Unit Price |
|---|---|---|
| | Purchase Price | $ 385,000.00 |
| | Rental Price per month | $ 10,000.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 22,500.00 |
| | Dismantle cost at end of lease * | $ 20,000.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Restrooms (additional purchase amount per restroom) | $ 11,900.00 |
| | Restrooms (additional monthly rental amount per restroom) | $ 170.00 |
| **21** | **Item Description - Approximately 3000 square feet Multipurpose Building** | **Unit Price** |
| | Purchase Price | $ 550,000.00 |
| | Rental Price per month | $ 13,100.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 33,700.00 |
| | Dismantle cost at end of lease * | $ 24,000.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Restrooms (additional purchase amount per restroom) | $ 11,900.00 |
| | Restrooms (additional monthly rental amount per restroom) | $ 170.00 |
| **22** | **Item Description - 48'x56' Multipurpose Building** | **Unit Price** |
| | Purchase Price | $ 549,000.00 |
| | Rental Price per month | $ 8,500.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 25,300.00 |
| | Dismantle cost at end of lease * | $ 21,250.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| **23** | **Description - 24'x36' Campus Maker "Eco 2" Classroom (2" Panel Exterior, 186 Vult)** | **Unit Price** |
| | Purchase Price (without restroom) | $ 217,000.00 |
| | Purchase Price (with restroom) | $ 222,000.00 |
| | Rental Price per month (without restroom) | $ 3,100.00 |
| | Rental Price per month (with restroom) | $ 3,300.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 7,500.00 |
| | Dismantle cost at end of lease * | $ 5,875.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |

* Shipping and installation/dismantle sites over 250 miles from
Auburndale, FL are subject to haulage and Installation/dismantle per diem.

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**
## Section 2 Continued

| 24 | Description - 24' x 36' "Xpand First-Story" Classroom (with Second Story Capabilities) * | Unit Price |
|---|---|---|
| | Purchase Price (without restroom) | $ 220,000.00 |
| | Purchase Price (with restroom) | $ 225,000.00 |
| | Purchase Price (with male group restroom) | $ 235,000.00 |
| | Purchase Price (with female group restroom) | $ 238,000.00 |
| | Purchase Price (with female 3 fixture group restroom) | $ 240,000.00 |
| | Rental Price per month (without restroom) | $ 4,000.00 |
| | Rental Price per month (with restroom) | $ 4,150.00 |
| | Rental Price (with male group restroom) | $ 4,600.00 |
| | Rental Price (with female group restroom) | $ 4,600.00 |
| | Rental Price (with female 3 fixture group restroom) | $ 4,600.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | TBD based on site conditions and requirements |
| | Dismantle cost at end of lease * | TBD based on site conditions and requirements |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |

| 25 | Description - 24' x 36' "Xpand Second-Story" Classroom (Placement above 1st Story) * | Unit Price |
|---|---|---|
| | Purchase Price (without restroom) | $ 220,000.00 |
| | Purchase Price (with restroom) | $ 225,000.00 |
| | Purchase Price (with male group restroom) | $ 235,000.00 |
| | Purchase Price (with female group restroom) | $ 238,000.00 |
| | Purchase Price (with female 3 fixture group restroom) | $ 240,000.00 |
| | Rental Price per month (without restroom) | $ 4,000.00 |
| | Rental Price per month (with restroom) | $ 4,150.00 |
| | Rental Price (with male group restroom) | $ 4,600.00 |
| | Rental Price (with female group restroom) | $ 4,600.00 |
| | Rental Price (with female 3 fixture group restroom) | $ 4,600.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | TBD based on site conditions and requirements |
| | Dismantle cost at end of lease * | TBD based on site conditions and requirements |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |

* Regarding Items 24 & 25: Accessories, options and additional services will be negotiated at time of order based on scope of work and delineation of responsibility for the project.
* Shipping and installation/dismantle sites over 250 miles from Auburndale, FL are subject to haulage and Installation/dismantle per diem.

| 26 | Item Description - 12'x36' Office Building (Type IIB Construction) | Unit Price |
|---|---|---|
| | Purchase Price | $ 88,500.00 |
| | Rental Price per month | $ 1,200.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 5,000.00 |
| | Dismantle cost at end of lease * | $ 3,800.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**

## Section 3
## Wood Frame Type V Buildings
## Mobile Modular in Fleet Product

| | | | |
|---|---|---|---|
| **1** | **Item Description - 12'x40' Office Building** | | **Unit Price** |
| | Purchase Price | | $ 102,000.00 |
| | Rental Price per month | | $ 1,650.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 3,250.00 |
| | Dismantle cost at end of lease * | | $ 2,100.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **2** | **Item Description - 12'x52' Office Building (140 MPH)** | | **Unit Price** |
| | Purchase Price | | $ 118,000.00 |
| | Rental Price per month | | $ 1,780.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 3,250.00 |
| | Dismantle cost at end of lease * | | $ 2,100.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **3** | **Item Description - 12'x52' Office Building (146 MPH)** | | **Unit Price** |
| | Purchase Price | | $ 123,000.00 |
| | Rental Price per month | | $ 1,830.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 3,250.00 |
| | Dismantle cost at end of lease * | | $ 2,100.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **4** | **Item Description - 12'x56' Office Building (140 MPH)** | | **Unit Price** |
| | Purchase Price | | $ 116,000.00 |
| | Rental Price per month | | $ 1,880.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 3,400.00 |
| | Dismantle cost at end of lease * | | $ 2,600.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **5** | **Item Description - 12'x56' Office Building (146 MPH)** | | **Unit Price** |
| | Purchase Price | | $ 121,000.00 |
| | Rental Price per month | | $ 1,930.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 3,400.00 |
| | Dismantle cost at end of lease * | | $ 2,600.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| **6** | **Item Description - 24'x56' Office Building (140 MPH)** | | **Unit Price** |
| | Purchase Price | | $ 169,000.00 |
| | Rental Price per month | | $ 3,250.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |
| | Block, level and anchoring * | | $ 7,600.00 |
| | Dismantle cost at end of lease * | | $ 5,500.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile | |

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**

## Section 3 Continued

| 7 | Item Description - 24'x56' Office Building (146 MPH) | Unit Price |
|---|---|---|
| | Purchase Price | $ 174,000.00 |
| | Rental Price per month | $ 3,500.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring * | $ 7,600.00 |
| | Dismantle cost at end of lease * | $ 5,500.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |

| 8 | Item Description - 12'x56' M-Plex Floors | Unit Price |
|---|---|---|
| | End Unit with Restrooms Purchase Price (per floor) | $ 118,000.00 |
| | End Unit with Restrooms Monthly Rental Price (per floor) | $ 1,950.00 |
| | End Unit without Restrooms Purchase Price (per floor) | $ 104,000.00 |
| | End Unit without Restrooms Monthly Rental Price (per floor) | $ 1,700.00 |
| | Center Unit Purchase Price (per floor) | $ 99,000.00 |
| | Center Unit Monthly Rental Price (per floor) | $ 1,575.00 |
| | Delivery cost to site (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |
| | Block, level and anchoring (per floor) * | $ 5,750.00 |
| | Dismantle cost at end of lease (per floor) * | $ 4,100.00 |
| | Return delivery to MMMC at end of lease (per floor) * | $1125 first 50 miles + $9.30 for each additional mile |

* Shipping and installation/dismantle sites over 250 miles from Auburndale, FL are subject to haulage and Installation/dismantle per diem.

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**

## Section 4

## Steel Storage Containers/Offices

| | | |
|---|---|---|
| **1** | **Item Description - 8'x10' Storage Unit** | **Unit Price** |
| | Rental Price per month | $ 115.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring * | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |
| **2** | **Item Description - 8'x20' Storage Unit** | **Unit Price** |
| | Rental Price per month | $ 115.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring * | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |
| **3** | **Item Description - 8'x20' Storage Unit (double door)** | **Unit Price** |
| | Rental Price per month | $ 125.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring * | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |
| **4** | **Item Description - 8'x20' Office/Storage Combination Unit** | **Unit Price** |
| | Rental Price per month | $ 265.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring * | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |
| **5** | **Item Description - 8'x20' Office Unit** | **Unit Price** |
| | Rental Price per month | $ 410.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring * | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |
| **6** | **Item Description - 8'x24' Storage Unit** | **Unit Price** |
| | Rental Price per month | $ 135.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring * | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |
| **7** | **Item Description - 8'x40' Storage Unit** | **Unit Price** |
| | Rental Price per month | $ 140.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring * | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |
| **8** | **Item Description - 8'x40' Storage Unit (double door)** | **Unit Price** |
| | Rental Price per month | $ 165.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring * | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**
## Section 4 Continued

| 9 | Item Description - 8'x40' Office/Storage Combination Unit | Unit Price |
|---|---|---|
| | Rental Price per month | $ 375.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |

| 10 | Item Description - 8'x40' Office Unit | Unit Price |
|---|---|---|
| | Rental Price per month | $ 475.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring * | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |

| 11 | Other Container Products |
|---|---|
| | Shelving - per 12' section (exclusive of lumber) $10 monthly |
| | Pipe Rack - per 12' section $10 monthly |
| | Puck lock - $10 monthly |
| | Folding Table and 4 chairs $75 monthly |

| 12 | Item Description - 8'x10' Office Unit | Unit Price |
|---|---|---|
| | Rental Price per month | $ 275.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring * | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |

| 13 | Item Description - 8'x20' Insulated Storage | Unit Price |
|---|---|---|
| | Rental Price per month | $ 250.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring * | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |

| 14 | Item Description - 8'x40' Insulated Storage | Unit Price |
|---|---|---|
| | Rental Price per month | $ 375.00 |
| | Delivery cost to site (per floor) * | $50 + $5.00 per mile |
| | Anchoring * | $75 per anchor + $5 per mile |
| | Return delivery to MMMC at end of lease (per floor) * | $50 + $5.00 per mile |

**Containers may be purchased and the cost will be determined at the time of purchse in accordance with the provisions outlined in Section 1, B, 1.0 of this bid.**

* Shipping and installation/dismantle sites over 250 miles from Auburndale, FL are subject to haulage and Installation/dismantle per diem.

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**

## Section 5

## Kitchens To Go - Modular & Mobile Kitchens

| 1 | Description - 12' x 56' Single Unit Compact Commercial Modular Kitchen | Unit Price |
|---|---|---|
| | Purchase Price | $ 2,894,385.00 |
| | Rental Price per month | $ 25,000.00 |
| | Delivery Transportation (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |
| | Block, level and anchoring | TBD based on site conditions and requirements |
| | Dismantle cost at end of lease | TBD based on site conditions and requirements |
| | Return Delivery (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |

Technician Training and Maintenance costs are site dependent. Cleaning fee of $2500/unit due prior to delivery.

| 2 | Description - 24' x 56' Campus Modular Kitchen (C&P) | Unit Price |
|---|---|---|
| | Purchase Price | $ 4,166,532.00 |
| | Rental Price per month | $ 41,250.00 |
| | Delivery Transportation (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |
| | Block, level and anchoring | TBD based on site conditions and requirements |
| | Dismantle cost at end of lease | TBD based on site conditions and requirements |
| | Return Delivery (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |

Technician Training and Maintenance costs are site dependent. Cleaning fee of $2500/unit due prior to delivery.

| 3 | Description - 36' x 56' Corp. Mod. Comm. Kitchen - Temp Controlled Environment (Cook Module w/33" hood with fire supression, food preparation modulae and Ware wash module with 86" rack conveyor dishwasher and 3-compartment sink) | Unit Price |
|---|---|---|
| | Purchase Price | $ 5,526,080.00 |
| | Rental Price per month | $ 65,889.00 |
| | Delivery Transportation (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |
| | Block, level and anchoring | TBD based on site conditions and requirements |
| | Dismantle cost at end of lease | TBD based on site conditions and requirements |
| | Return Delivery (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |

Technician Training and Maintenance costs are site dependent. Cleaning fee of $2500/unit due prior to delivery.

| 4 | Description - 48' x 56' Hospital/Univ Modular Kitchen (C,P,P,W) | Unit Price |
|---|---|---|
| | Purchase Price | $ 6,595,028.00 |
| | Rental Price per month | $ 84,639.00 |
| | Delivery Transportation (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |
| | Block, level and anchoring | TBD based on site conditions and requirements |
| | Dismantle cost at end of lease | TBD based on site conditions and requirements |
| | Return Delivery (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |

Technician Training and Maintenance costs are site dependent. Cleaning fee of $2500/unit due prior to delivery.

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**

## Section 5 Continued

| 5 | Description - 60' x 56' High Volume Modular Kitchen (C,C,P,P,W) | Unit Price |
|---|---|---|
| | Purchase Price | $ 8,618,369.00 |
| | Rental Price per month | $ 107,139.00 |
| | Delivery Transportation (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |
| | Block, level and anchoring | TBD based on site conditions and requirements |
| | Dismantle cost at end of lease | TBD based on site conditions and requirements |
| | Return Delivery (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |

Technician Training and Maintenance costs are site dependent. Cleaning fee of $2500/unit due prior to delivery.

| 6 | Description - 53' Mobile Kitchen - Semi Trailer | Unit Price |
|---|---|---|
| | Purchase Price | $ 2,905,972.00 |
| | Rental Price per month | $ 23,414.00 |
| | Delivery Transportation (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |
| | Block, level and anchoring | TBD based on site conditions and requirements |
| | Dismantle cost at end of lease | TBD based on site conditions and requirements |
| | Return Delivery (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |

Technician Training and Maintenance costs are site dependent. Cleaning fee of $2500/unit due prior to delivery.

| 7 | Description - 35'-40' Mobile Kitchen - Fifth Wheel Trailer | Unit Price |
|---|---|---|
| | Purchase Price | $ 1,601,892.00 |
| | Rental Price per month | $ 23,141.00 |
| | Delivery Transportation (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |
| | Block, level and anchoring | TBD based on site conditions and requirements |
| | Dismantle cost at end of lease | TBD based on site conditions and requirements |
| | Return Delivery (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |

Technician Training and Maintenance costs are site dependent. Cleaning fee of $2500/unit due prior to delivery.

| 8 | Description - 48'-53' Flight Dishwasher - Semi Trailer | Unit Price |
|---|---|---|
| | Purchase Price | $ 1,955,738.00 |
| | Rental Price per month | $ 19,389.00 |
| | Delivery Transportation (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |
| | Block, level and anchoring | TBD based on site conditions and requirements |
| | Dismantle cost at end of lease | TBD based on site conditions and requirements |
| | Return Delivery (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |

Technician Training and Maintenance costs are site dependent. Cleaning fee of $2500/unit due prior to delivery.

**The School District of Suwannee County, Florida**
**RFP 20-209**
**Attachment "C" - Other Modular Buildings Included in Bid**
## Section 5 Continued

| 9 | Description -8' x 20' Cooler/Freezer with shelving | Unit Price |
|---|---|---|
| | Purchase Price | $ 67,500.00 |
| | Rental Price per month | $ 4,839.00 |
| | Delivery Transportation (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |
| | Block, level and anchoring | TBD based on site conditions and requirements |
| | Dismantle cost at end of lease | TBD based on site conditions and requirements |
| | Return Delivery (per floor) | 750 miles - $1900 plus $10.00/mile additional (for Florida) |

Technician Training and Maintenance costs are site dependent. Cleaning fee of $2500/unit due prior to delivery.

* Delivery and Return haulage to calculated from and to Etna Green, IN.
Building Type for all Module purchase price is based on Type V buildings.

# The School District of Suwannee County, Florida
## RFP #20-209
## Attachment "D" - Other Options Included in Bid

| Item Description - Aluminum Stairs and Ramps Systems | | Unit Price |
|---|---|---|
| Stair Purchase Price (Education Compliant) | $ | 5,895.00 |
| Stair Monthly Rental Price (Education Compliant) | $ | 300.00 |
| 30' Ramp Purchase Price (Education Compliant) | $ | 15,000.00 |
| 30' Ramp Monthly Rental Price (Education Compliant) | $ | 1,600.00 |
| 5' x 5' Landing Purchase | $ | 2,970.00 |
| 5' x 5' Landing Monthly Rental | $ | 350.00 |
| 6' x 8' Landing Purchase | $ | 4,000.00 |
| 6' x 8' Landing Monthly Rental | $ | 340.00 |
| 5'-4" x 10'-10" Turnback Landing Purchase | $ | 6,600.00 |
| 5'-4" x 10'-10" Turnback Landing Rental Price | $ | 300.00 |
| Additional 10' ramp sections Purchase Price | $ | 4,700.00 |
| Additional 10' ramp sections Rental Price | $ | 340.00 |
| OSHA Stair Purchase Price | $ | 1,750.00 |
| OSHA Stair Monthly Rental Price | $ | 185.00 |
| Deliver and install each stair * | $ | 1,875.00 |
| Deliver and install 30' ramp * | $ | 5,250.00 |
| Dismantle and return each stair * | $ | 1,875.00 |
| Dismantle and return each 30' ramp * | $ | 5,250.00 |
| Deliver and install each additional landing * | $ | 2,000.00 |
| Dismantle and return each additional landing * | $ | 2,000.00 |
| Deliver and install each additional 10' ramp section * | $ | 2,125.00 |
| Dismantle and return each additional 10' ramp section * | $ | 2,125.00 |
| Engineered Drawings on Custom Installations | $ | 6,000.00 |

* Pricing based on up to a 250 mile radius from Auburndale, FL.
Delivery and Installation more than 250 miles = add $5.00 per mile.

| Item Description - Panelized Awning | | Unit Price |
|---|---|---|
| Purchase Price | $ | 2,200.00 |
| Monthly Rental Price | $ | 210.00 |
| Delivery and Installation | $ | 550.00 |
| Dismantle and Return | $ | 550.00 |

| Item Description - Building Skirting Available. Cost = per Linear Foot. | Unit Price |
|---|---|
| Vinyl Skirting Delivered and Installed | $39.00/ft |
| Vinyl Skirting Dismantled and Removed | $11.00/ft |
| Hardipanel Skirting Delivered and Installed | $47.00/ft |
| Hardipanel Skirting Dismantled and Removed | $11.00/ft |

| Item Description - Impact Windows and Doors |
|---|
| Impact rated windows and doors may be added to any building with the price to be determined at time of order based on the number of windows and doors to be changed. |

Suwannee County Public Schools
RFP 20-209
Effective July 1, 2025

## The School District of Suwannee County, Florida
## RFP #20-209
## Attachment "D" - Other Options Included in Bid (Continued)

**Item Description - Lease/Purchase Options**

MMMC utilizes an independent third party for these transactions. Prices will be determined at time of sale based on dollar amount of purchase, length of term and interest rates.

**Item Description - Fuel Surcharge**

MMMC may adjust building transportation charges to cover increases in fuel costs.

**Item Description - Customized or Concrete Foundations**

Customized and/or concrete foundations may be added to any building with the price to be determined at time of order based on foundation design.

**Item Description - Security/Hurricane Screens**

Security and/or Hurricane screens can be added to any building. Price will be determined by the size and number of windows and doors to be protected.

**Item Description - Additional Services**

As provided in the original bid document, additional services, site related services, re-rent items, engineering, architectual services, drawings, site plans, permitting, calculations, energy calculations, building recertifications, new products and services can be quoted upon request.

**Item Description - Building Upgrades**

All buildings can be modified or upgraded to meet the customer's needs. The additional cost of any changes or upgrades will be on a negotiated basis.

**Item Description - New Constructed Fleet Buildings, Custom Buildings, Upgrades and Modifications**

New and custom buildings of any type and configuration can be quoted upon request. Upgrades and modifications can be quoted upon request.

**Item Description - Cleaning Fee and Repairs**

A cleaning fee of $400 per building section/floor will be charged upon the return of rental buildings. Necessary repairs and maintenance beyond normal wear and tear will be quoted upon the buildings return.

**Item Description - Walkway Canopies**

Walkway canopy systems can be quoted upon request.

**Item Description - Ballistic Building Protection**

Ballistic and Bullet Proof doors, windows, walls, etc.. Can be quoted upon request

**Item Description - Transportation Escorts**

If escorts are required for hauling a building due to it being over height and/or width per Florida regulations, the following charges will be applied.

| | |
|---|---|
| Over height = | $12.00/mile |
| Over width = | $7.50/mile |
| Over height & width = | $12.00/mile |
| Florida Keys (add to mileage charges) = | $5,500/trip |

## The School District of Suwannee County, Florida
## RFP #20-209
## Attachment "D" - Other Options Included in Bid (Continued)

| Item Description - Short Term Leases |
| --- |
| Original bid pricing for rental is based on a minimum 12 month lease. Short term leases (less than 12 months) are available, however, pricing will be on a negotiated basis determined by the item and the length of Lease. Short term Leases can exceed established bid pricing. |

**JERRY TAYLOR**
DISTRICT 1
**CATHERINE CASON**
DISTRICT 2
**TIM ALCORN**
DISTRICT 3

**ED DA SILVA**
DISTRICT 4
**RONALD WHITE**
DISTRICT 5
**LEONARD DIETZEN, III**
BOARD ATTORNEY

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Live Oak, Florida 32064
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**TED L. ROUSH**
**Superintendent of Schools**

March 12, 2020

Mr. John Borak
Mobile Modular Management Corp.
1100 State Highway 559
Auburndale, FL 33283

Dear Mr. Borak:

This letter will serve to notify you that the Suwannee County School Board, acting in regular session on February 25, 2020, approved Mobile Modular Management Corp. as the successful bidder on Bid 20-209, Type IIB Panelized Modular Buildings. This bid's effective date is July 1, 2020. The term of the contract is for five (5) years, at which point both parties may extend this contract for three additional years.

Thank you for your submission and for your interest in working with Suwannee County Schools. We look forward to working on this project with you.

Sincerely,

Mark A. Carver
Director of Facilities

MC/cjv

# SUWANNEE COUNTY SCHOOL DISTRICT
# TYPE IIB Panelized Modular Buildings
# RFP # 20-209

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**Other options**


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# SUWANNEE COUNTY SCHOOL DISTRICT
# INSTRUCTIONS TO BIDDERS
# TYPE IIB PANELIZED MODULAR BUILDINGS

## I. INTRODUCTION:

### A. CONTRACT SERVICES:

This is a Request for Proposal ("RFP") for a firm or firms (the "proposer") to provide TYPE IIB PANELIZED MODULAR BUILDINGS for Suwannee County School District, Florida (the "District").

Suwannee County School District, hereinafter referred to as the District, wishes to receive proposals for the selection of multiple qualified firms to provide rental and the purchase of complete; manufactured, delivered and installed Type IIB Panelized Buildings and other modular facilities to the District for a base period of **FIVE (5)** years effective **July 1, 2020 through June 30, 2025**. In addition, both parties may extend this contract at the conclusion of the base period for THREE (3) additional years at the same terms and conditions, or as negotiated, if mutually agreeable.

The proposer(s) will be notified when the Board has acted upon the recommendation. All costs for this service shall be firm for the term of this contract, or as herein addressed. The awardee(s) agrees to this condition by signing their proposal. The term of this contract shall be subject to the cancellation and/or termination provisions of this RFP.

The proposer(s) may provide a list of new or additional services and products, or new products, with the then subject proposed costs to the District, after the time of award, for the District's consideration and approval. The cost of the original services and products may be adjusted annually upon mutual agreement between awardee(s) and District.

Modular buildings on Lease from this bid may have the Lease rate adjusted annually by awardee(s) based on market conditions to a maximum of 5%. In no way will a product receive more than one rental increase in a 24 month period.

Effective July 5, 1990, State Board of Education Rule 6(1)-1.012(5) allows school districts to make purchases from contracts awarded by other school districts, community colleges, state universities or governmental entities when so permitted in the bids/RFQs. Please be advised that other school districts, community colleges, state universities or other state agencies may make use of the bid/RFQ at the same prices and conditions.

Suwannee County School District supports the Americans with Disabilities Act of 1990, and we will take all reasonable steps to accommodate individuals using our services, programs and activities. Where applicable all goods and/or construction must meet the provisions of the Americans With Disabilities Act of 1990 as adopted in January 1992. Request for reasonable accommodations must be made at least two (2) working days in advance of the event.

### B. SCOPE OF SERVICES:

1.0 FABRICATION & DELIVERY/INSTALLATION: The awarded firm(s) will design and fabricate (or have fabricated factory direct), deliver and set in place (or have delivered and set in place) in accordance with the Florida Building Code, the Florida Department of Business and Professional Regulation (DBPR) and Terms and Conditions, and specifications of this document, or approved revisions thereof, of the modular units herein addressed. Firm(s) will prepare the foundations for the unit(s) and set the unit(s) complete, including proper tie down when applicable, on District prepared site(s). THE AWARDED FIRM MAY DESIGN AND PERFORM SITE WORK AND MAKE UTILITY CONNECTIONS ON A "BID COST" PLUS 25% OVER HEAD AND PROFIT BASIS AT THE OWNERS REQUEST. HOWEVER, NO SITE DESIGN, PREPARATION OR SITE FINISH WORK OF ANY KIND, EXCEPT FOR THE UNIT PRICES REQUESTED, IS TO BE INCLUDED IN THE PRICING AT THIS

TIME. The intent of specifying site work in this RFP is for the proposer(s) to provide an assessment of each site and provide a detailed cost proposal for the necessary design and site work for review and approval by the District before any design or site work begins. Each site will be reasonably level and accessible to the firm's equipment, and of a sufficient density to permit operations thereon. All work is to be done in accordance with Florida Statutes, Florida Building Code, DBPR requirements and the specifications of this bid.

If during the term of the contract; the manufacturer develops new products, or changes to the specifications are required by the District, Department of Education, the Florida Building Code, or any regulatory agency, the District reserves the right to request the awarded vendor(s) to make the changes to the modular unit designs and to negotiate the addition or deduction in the cost of the units. All changes shall be in writing by an authorized representative of the District. During the course of the contract, alternative modular buildings / classrooms, accessories, options, and additional services may be offered by the awardee(s) with the prices negotiated by the District. The awarded vendor(s) and the District may enter into negotiations for the rental or purchase of any other special units. During the course of the contract, alternative modular buildings and new products may be developed by the vendor(s) and offered to the District with the cost of such items and/or services for the District's consideration and possible incorporation into the work as approved by the District. Nothing in this bid shall prohibit the awarded vendor(s) from reducing or discounting their bid prices during the term of this award.

Under this contract, any of the units specified herein, may be rented by the District for a 12 month time period at the price bid by the awarded vendor(s). Rental period extensions may be negotiated between vendor(s) and the District.

2.0 PERMITS & APPROVALS: It shall be the responsibility of the District to arrange for, and to pay for the cost associated with, any and all permits, local governmental approvals, certificates of occupancy compliance or any other local requirement for the installation of the units. This includes any responsibility for site permits and the arrangements or costs associated with installation or connection of any utility services, which shall be the responsibility of the District. It is the responsibility of the awarded firm(s) for all arrangements, designs, permits or costs associated with the fabrication, delivery and installation of the units. The awarded firm(s) will provide the foundation design work necessary for the site permit applications.

3.0 APPROVED DRAWINGS: The awarded firm(s) shall have complete drawings approved by the Florida Department of Business and Professional Regulation (DBPR)

4.0 ASBESTOS: The awarded firm(s) shall certify that the units being supplied do not contain any asbestos.

5.0 NEW UNITS: The awarded firm shall warrant that purchased modular units shall be "NEW" (unused) unless otherwise agreed upon in advance. The firm(s) further warrants the units to be free from defective workmanship and material for a period of one (1) year from acceptance by the District.

6.0 IDENTITY PLATES: The awarded firm(s) shall provide on each unit, at a location to be agreed upon with the District, a permanent identity plate, which contains the following information: Manufacturer of unit with address of manufacturer, serial number(s), and date of manufacture.

7.0 INSPECTIONS: The awarded firm(s) shall provide certifications to the District, from the Department of Business and Professional Regulation (DBPR), and certified state threshold inspections as required by law, that each building has been inspected and is in compliance in all respects with the requirements of FBC in effect at time of manufacture.

8.0 QUALIFICATION OF FIRM (S): The awarded firm(s) shall be experienced in design, construction of, and handling of modular building. Awarded firm(s) shall have a license to manufacture modular buildings in the state of Florida, and a minimum of three (3) year's experience in Florida. Prior to receiving a purchase order or contract; the awarded firm(s) must demonstrate that they are properly licensed State Certified Building Contractors, State Certified General Contractors, or properly qualified

"Registered" contractors in same categories, with current certifications by the State of Florida, all in accordance with Florida State Statutes, Chapter 489, part 1, July, 1979, as amended.

It is intended that these modular unit(s) be fabricated by a manufacturer(s) who will have a certification as an approved builder of commercial (non-housing) structures under the provision of the Florida Manufactured Building Act, Chapter 553, FZS. Buildings delivered to the District's site for installation and erection by the awarded firm(s), shall be installed in accordance with manufacturer's standard instructions.

9.0 WORK PAPERS: In all cases, the awarded firm(s) shall retain all work papers for a period of five (5) years after the conclusion of the contract period and shall provide the District and/or its assignee access, free of charge, to any or all work papers at any reasonable time. Work Papers are defined by the District as documents, correspondence, memoranda, reports, and other materials in preliminary or developmental form before their completion as a final product. Work papers may be destroyed, by the awarded firm(s), at the end of this period. Destruction of said work papers shall be at the awarded firm's expense.

10.0 These documents constitute the complete set of specifications, requirements, and/or proposal forms.

11.0 All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.

12.0 Document files may be examined, during normal working hours, ten days after proposals have been opened.

## II GENERAL INFORMATION:

A. PROPOSER'S LIABILITY:

Bidders are expected to examine the specifications and all special and general conditions, requirements and instructions. Negligence on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the district. Failure to follow the instructions contained in the bid for completion of a bid response may be cause for the rejection of a bid.

B. DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS:

Vendors who are required to be registered with the Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number. All registered vendors must have an active status in order to be eligible to do business with the Suwannee County School District. Bids received from vendors with an inactive status will be considered non-responsive. The specific requirements for registration are found in Chapter 607 of the Florida Statutes. To register, visit Sunbiz.org. The following guidelines may be helpful:

Sole Proprietorship – Individual: A person doing business under his/her own name, as an individual, is not required to register with the Division of Corporations.

Fictitious Name: A person doing business under a name other than his/her own is required to register with the Division of Corporations.

Out of State (Foreign) Corporations: A business incorporated in another state that does not have an office in the State of Florida does not have to register with the Division of Corporations.

In State Corporations: A business that is incorporated in another state that has an office in the State of Florida or has a subsidiary in the State of Florida, is required to register with the Division of Corporations.

## III. INSTRUCTIONS TO PROPOSERS:

A. Proposals must be submitted in a sealed container, clearly identified as RFP 20-209 for Rent and/or Purchase of **TYPE IIB PANELIZED MODULAR BUILDINGS**. Sealed proposals will be received until 2:00 p.m. (EDT) on February 12, 2020, in the office of the Chief Financial Officer, Suwannee County School Board, located at 1740 Ohio Avenue S., Live Oak, Florida 32064. All proposals must be date and time stamped. Proposals will be opened in this same office after the deadline for receiving proposals. Any proposal received after the deadline indicated above, will be date/time stamped and will not be opened. It is the proposer's responsibility to see that their proposal is properly received at the correct location prior to the deadline.

B. All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).

C. Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out)or any other method of correction.

D. Proposers should become familiar with any local conditions, which may, in any manner, effect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

E. Proposals not conforming to the instructions provided herein may be subject to disqualification and/or rejection at the sole option of the District.

F. Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.

G. BOARD CONTACT AND ADDRESS INFORMATION:

This RFP is issued by the School District's Facilities Department. The Facilities Department is the point of contact with regard to this RFP and all contractual matters related to the services described herein. 1740 Ohio Avenue S., Live Oak, Florida 32064, Mark Carver; Phone: 386-647-4152, Fax: 386-330-2128, Email: mark.carver@suwannee.k12.fl.us.

H. PRE-BID CONFERENCE:

A pre-bid conference will not be held

## IV. BID PROPOSALS:

A. BIDS RECEIVED BY TELEPHONE, TELEGRAPH, E-MAIL, OR FACSIMILE MACHINES **SHALL BE CONSIDERED NON RESPONSIVE.**

B. Any person requiring a special accommodation because of a disability should notify the Purchasing Department by Fax at least five (5) workdays prior to the bid opening.

C. PROPOSAL FORM:

Bids must be typed or printed, enclosed herewith and returned in a sealed envelope. **Bids which do not bear the original signature of an authorized representative in ink, will be considered non-responsive.**

D. CORRECTIONS:

The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by line-outs of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected items only.

E. BUDGETARY LIMITATIONS:

Suwannee County School District reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations.

F. AWARDS:

Suwannee County School District reserves the right to make award(s) on an individual, multiple, lump sum or low total basis.

G. PURCHASES BY OTHER PUBLIC AGENCIES:

With the consent and agreement of the successful bidder(s), awards may be made under this bid by other governmental agencies within the State of Florida. Such awards shall be governed by the same terms and conditions as stated herein.

H. NONCOMPLIANCE WITH CONTRACT:

It is expected that the service contract will be for the period of specified in 1.0 A & B. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the Suwannee County School District, in accordance with School District Policies and Procedures: Other assessments as outlined elsewhere in this document may also apply.

I. EVALUATION CRITERIA:

Documented poor performance of contractors on previous contracts with the Suwannee County School District or other governmental entity(s) will be considered during evaluation and may be sufficient cause not to award.

J. VARIANCE TO BID DOCUMENTS:

For the purpose of the bid evaluation all bidders are required to meet the minimum specifications detailed herein. Any variance must be of equal or greater value. It will be incumbent upon the bidder to provide proof that any such variance is of equal or greater value. The District shall have the final authority to determine whether or not a variance meets or exceeds these specifications.

K. CLARIFICATION OF BIDS:

Bidders should contact (in writing) any questions regarding this bid to, **Mr. Mark Carver**, by email at **mark.carver@suwannee.k12.fl.us** no later than 4:00 pm on February 5, 2020. Questions received after that date will not be acknowledged. Changes to the bid which have a material effect shall be communicated to bidders only by written addenda.

L. ADDENDA TO BIDS:

From time to time, addenda's may be issued to this bid. Any such addenda will be sent to each vendor who has requested the RFP documents from the school district. Addenda's must be acknowledged on the Form of Proposal in the space provided by the appropriate Addendum Number. Bids received without addendum acknowledgement shall be considered non-responsive.

M. NO BIDS:

A no response will be interpreted as indicating the vendor does not desire to do business with the District and the company name will be removed from consideration for this project.

N. BIDDER'S ERRORS:

Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern. No submissions or amendments made after bid or proposal opening shall be considered.

O. BID RENEWAL:

This bid may be renewable under the same terms and conditions as the original bid, or as negotiated and mutually agreed upon, for three (3) additional years.

P. BID TABULATIONS:

After approval by the Suwannee County School Board, bid tabulations will be available for review in the Facilities and Superintendent's Offices

Q. NOTICE OF INTENT TO AWARD BIDS:

Once bids are evaluated and a recommendation for award is made by the Finance Department, a Notice of Intent to Award will be posted on the Suwannee County School Board website: http://www.suwannee.k12.fl.us/bids/awarded.

R. DISPUTE:

Bid tabulations with recommendations will be posted on the Suwannee County School Board website: http://www.suwannee.k12.fl.us/bids/awarded. A bidder who wishes to file a protest pertaining to a bid must file such notice in accordance with procedures prescribed by Florida Statute 120.57(3) and School District Policy. The notice must be filed with the Director of Facilities.

Any person who is adversely affected by the District's decision or intended decision shall file with the Supervisor of Purchasing, a notice of protest in writing within seventy-two (72) hours after the posting of the bid tabulation or Notice of Intent to Award and shall file a formal written protest within ten (10) calendar days after filing the notice of protest. With respect to a protest of the specifications contained in an Invitation for Bid or Request for Proposal, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of notice of the project plan and specification or intended project plan and specifications in an Invitation for Bid or Request for Proposal, and the formal written protest shall be filed within 10 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 shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time periods provided in this paragraph.

Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to Florida Statute 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the School District of Suwannee County in an amount equal to three percent (3%) of the total estimated contract value, but not less than $1,000 nor more than $25,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, treasurer's check, bank draft of any national or state bank payable to the School District of Suwannee County will be an acceptable form of security. If, after completion of the administrative hearing process and appellate court proceedings, the District prevails, it 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 protester, the protest security shall be returned. If the protester prevails, protester shall recover from the district all costs and charges which shall be included in the final order of judgment, excluding attorney's fees. Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in Florida Statute 120.57(3), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

S. MINIMUM ORDER:

Bids requiring minimum quantity and/or dollar purchases will be considered only if determined to be in the best interest of the School District.

T. DEFAULTS:

If the Bidder defaults after the Board awards a bid, the Bidder shall pay to the District, as liquidated damages, an amount equal to two percent (2%) of the unit prices times the quantity of each item in question, or $500.00, whichever amount is larger. If the bid pricing was expressed as a lump sum amount, the amount due will be two percent (2%) of the remaining value of the contract. A successful bidder who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with the District for a period of not less than one (1) year, but no more than two (2) years after the date of the default. Thereafter, the bidder may request to be reinstated to the active vendor list(s).

Any delivered item(s) failure to conform with specifications as bid shall be subject to return or replacement at the buyer's option. Failure to deliver one (1) or more items on two (2) or more consecutive deliveries may be viewed as default. Delivery on standard rental units is generally expected within 45 days. Delivery on Modulars with special specifications is generally expected within 60 days. Penalties may be assessed when failure to deliver places a financial burden on the School Board.

U. INSURANCE:

Proof of the following insurance will be furnished by the awarded bidders to the District. **THE DISTRICT SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR ALL REQUIRED INSURANCE. ALL INSURANCE MUST BE ISSUED BY A COMPANY OR COMPANIES WITH AN AM BEST RATING OF A- OR GREATER.** The successful bidder shall furnish the District with proof of:

**(1)** Statutory Limits of Worker's Compensation in compliance with Florida Statute440. Employer's Liability Insurance in an amount not less than $300,000 per occurrence.

**(2)** Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

**(3)** Liability Insurance in an amount equal to or greater than $1,000,000 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.

**(4)** Liability Insurance equal to or greater than $1,000,000 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

**(5)** Property Damage Insurance for damage other than that described in 4 above in an amount equal to or greater than $1,000,000 per occurrence. Said property coverage shall provide coverage for all consequential damage (except loss of profits) arising from the negligent operation of the contractor, a subcontractor, or by anyone directly or indirectly *employed* by either of them. Coverage shall be on a "BROAD FORM" basis.

**(6)** Contractual Liability in an amount equal to or greater than $1,000,000 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

**(7)** Personal Injury Coverage (not bodily injury) in an amount equal to or greater than $1,000,000 per occurrence.

**(8)** Completed Operations Endorsement equal to or greater than $1,000,000 per occurrence.

**(9)** Independent Contractors Endorsement in an amount equal to or greater than $1,000,000 per occurrence.

**(10)** Additional Insured Endorsement: Suwannee County School District shall be named as an additional insured on all policies that are required by these specifications.

**(11)** Cancellation Notice: All policies in effect shall contain cancellation endorsements providing sixty (60) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

**(12)** Indemnification shall be in accordance with F.S. 725.06.

**(13)** The District is responsible for insuring the products during the time it is located on the District's property.

V. SAFETY STANDARDS:

All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder.

W. MATERIAL SAFETY DATA SHEETS:

Any items bid which contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Material Safety Data Sheets (MSDS), in accordance with Florida Statutes Chapter 442.106.

X. NOTIFICATION OF AWARD:

After award by the District, the Purchasing Department will issue official award or non-award letters to all bidders.

Y. TAX EXEMPTIONS:

When purchasing directly from a supplier District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request. The proposer may request that the owner provide up to two separate purchase orders so that the District may take advantage of the tax savings program.

## V. FORMS:

A. PUBLIC ENTITY CRIMES CERTIFICATE:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a 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 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 for a period of 36 months from the date of being placed on the convicted vendor list.

B. DRUG FREE WORK PLACE CERTIFICATION:

In accordance with Florida Statute 287.087, whenever two or more bids, proposals or replies that are equal with respect to price, quality, and service are received by the District for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process.

C. FEDERAL DEBARMENT CERTIFICATION FORM:

As required by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017 Section 3017.510 and/or 34 CFR Part 85, Section 85.510, Participants Responsibilities, a sworn statement is enclosed for proper completion and return with the bid for prospective participants in lower tier covered transactions for any single contract or single purchase order in excess of $100,000.00.

## VI. INDEMNIFICATION/HOLD HARMLESS AGREEMENT:

A. Awarded proposers shall, in addition to any other obligations agree to indemnify the District to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, their agents, officer, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual alleged; bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in

the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

B. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under worker's compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.

C. Any costs or expenses, including reasonable attorney's fees, incurred by the District to enforce this agreement shall be borne by the proposer(s).

D. The Indemnification/Hold Harmless provisions shall survive the termination of any contract with the School Board.

## VII. INTELLECTUAL PROPERTY RIGHTS:

A. The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind; including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with the School Board.

## VIII. SUB-CONTRACTS:

A. Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District.

B. The proposer(s) will be fully responsible to the District for the acts and omissions of the sub proposer(s) and their employees.

After award of contract, any changes in subcontractors or sub-proposers require prior School District written approval.

## IX. AGREEMENT:

A. The RFP, the proposal, and negotiated terms will constitute the complete agreement between the proposer and the District. If the proposer requires an additional contract, then the proposer(s) should include their sample contract as an attachment to the proposal submitted for review.

## X. JOINT PROPOSAL:

A. In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor 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 Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

## XI. FUNDING OUT/TERMINATION/CANCELLATION:

A. Florida School Laws (Section 237.161, Florida Statutes) prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

B. It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.

C. Therefore, the following funding out provisions are an integral part of this proposal and must be agreed to by all proposers:

The School Board may, during the contract period, terminate or discontinue the services covered in this proposal at the end of the School Board's then current fiscal year upon ninety (90) days prior written notice to the successful proposer(s). Such prior written notice will state:

1.0 That the lack of appropriated funds is the reason for termination, and

2.0 Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.

3.0 This written notification will thereafter release the School Board of all further obligations in anyway related to the services covered herein."

4.0 The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".

## XII. PERFORMANCE AND PAYMENT BONDS

A. At the District's discretion it may require, within 10 days from notice of award of bid, the successful bidder (Primary, by type of building) must submit to the District, a satisfactory performance bond executed by the bidder and a Surety Company in an amount equal to fifteen (15%) percent of the bid award. (The bid award will be based, among other items as specified, upon the total number of modular units the District will annually lease from the vendor upon review of the submitted bid documents and evaluation of the bid package.) The performance bond submitted is to serve as security for performance of contract. If the seller (the successful bidder) fails to comply in full with these specifications and/or render any services, as noted therein, during the period of this contract, the District reserves the right to cancel this award and its attendant purchase order and revoke this performance bond. A Certified or Cashier's Check in the amount of 15% of the bid will be acceptable. (A personal or business firm check will not be acceptable.) Upon satisfactory bidder for an item or items for an amount of two thousand dollars ($2000.00) or less, a performance bond will not be required.) Alternate vendors recommended for award shall not be required to submit a performance bond until an actual purchase order has been issued to the alternate vendor. The same performance bond terms and conditions as stated above will apply to the alternate vendors. The performance bonds shall remain in effect throughout the term of this contract and any extensions periods.

## XIII. CONFIDENTIALITY OF INFORMATION SUBMITTED BY BIDDER:

A. The District reserves the right to retain all copies of the bidders' proposals and associated documentation submitted. Under Florida's public records laws, sealed bids or proposals received by the District pursuant to invitations to bid or requests for proposals may only be kept confidential until such time as the District provides notice of a decision or intended decision within ten (10) days after the bid or proposal opening, whichever is earlier. Vendor requests to hold certain submitted materials or information in confidence cannot generally be honored. If a vendor feels that public scrutiny of certain information requested in the bid documents could be detrimental to its business, the vendor should notify the District and site the governing statute, which exempts such material from public scrutiny.

## XIV. BID QUANTITIES:

A. At this time the District does not have an estimate for the number of buildings needed.

## XV. AUTHORIZATION TO PERFORM UNDER A CONTRACT:

A. All purchases must be properly authorized in advance. Vendors must first obtain either a printed purchase order or a purchasing card account number before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the District's Purchasing Department. Additional work must be authorized in advance by the Purchasing Department who will issue either a change order to the original purchase order or a supplemental purchase order. The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

## XVI. MINIMUM ELIGIBILITY REQUIREMENTS:

A. Prior to the district placing any orders under this contract the successful awardee(s) shall:

1.0 Be a properly Certified or Registered Contractor;

2.0 Designate the Architect-of-Record;

3.0 The manufacturer, and the awarded firm(s), shall be certified as builders of commercial structures by Florida DBPR;

## XVII. EVALUATION AND AWARDS:

A. RFP's are received and publicly opened.

B. The Evaluation Committee will review all proposals submitted.

C. The Evaluation Committee will assign points in the evaluation of the written proposals and recommendation process in accordance with the evaluation criteria listed in the Evaluation Criteria. Discussion of proposals may be supplemented by an overview, summary or comments by appropriate District personnel and/or outside consultants or advisors. The Evaluation Committee will in turn assign points rating the proposals. From this, the Evaluation Committee may select the best firms, for Oral Presentations.

D. A selected group of firms may be required to make an oral presentation to the Evaluation Committee. Such a presentation will provide an opportunity for the proposer(s) to clarify their understanding of the District's requirements and to ensure that the District understands their offer. The presentations will be evaluated based on the criteria listed below. See Evaluation Criteria.

If presentations are required, they will be made at the Suwannee County School Board Office, 1740 Ohio Avenue S., Live Oak, Florida 32064 The Selected Vendors will be invited to make a thirty (30) minute presentation to be followed by a question and answer session of approximately fifteen (15) minutes in length. The Facilities Office will schedule any necessary presentations.

E. The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer(s). If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected proposer(s), the Committee reserves the right to enter into negotiations with the next highest ranked proposer(s) and continue this process until agreement is reached.

F. Each proposer will be ranked based on an analysis of their proposal, experience and costs. A maximum of 100 points will be awarded based upon the bid proposal, experience and possible oral presentation of the proposing firm. The following items will be considered:

| RFP Proposal Evaluation Criteria | Weighted Value |
|---|---|
| Delivery Schedule for all modular buildings required | 15 points maximum |
| Financial strength of bidder | 15 points maximum |
| Bonding Capacity | 10 points maximum |
| Florida Contractor License | 10 points maximum |
| Experience of Bidder | 15 points maximum |
| Service/Warranty Program | 15 points maximum |
| Scope of Product Line | 10 points maximum |
| Client References | 10 points maximum |
| TOTAL NUMBER OF POINTS: | 100 points maximum |

Each proposer, invited to give an Oral Presentation, will be ranked based on an analysis of the following:

| Oral Presentation Evaluation Criteria | Weighted Value |
|---|---|
| Delivery Schedule for all modular buildings required | 20 points maximum |
| Financial strength of bidder | 20 points maximum |
| Experience of bidder | 20 points maximum |
| Service/Warranty Program | 15 points maximum |
| Scope of Product Line | 15 points maximum |
| Client References | 10 points maximum |
| TOTAL NUMBER OF POINTS: | 100 points maximum |

H. The District reserves the right to accept or reject any or all proposals.

I. The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request clarification or other information to evaluate any or all proposals.

J The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.

K. The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed or award to multiple proposers.

L. The District reserves the right to further negotiate any proposal(s), including price.

M. An award to multiple vendors for the same line items is not expected. The District reserves the right to place orders with those supplier(s) that are most capable of meeting delivery and service needs at the best price.

N. The Purchasing Department will prepare and submit its recommendation as an agenda item to the Superintendent.

O. The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).

P. The School Board will award or reject any or all proposal(s).

## XVIII. LEGAL REQUIREMENTS:

A. It shall be the responsibility of the proposer(s) to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

B. Proposer(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

## XIX. FEDERAL AND STATE TAX:

A. The District is exempt from federal and state taxes for tangible personal property. The Purchasing Director will sign an exemption certificate submitted by the successful proposer(s). Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any proposer be authorized to use the District's Tax Exemption Number in securing such materials.

## XX. CONFLICT OF INTEREST:

A. All proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the proposers' business or any of its branches.

## XXI. ASSIGNMENT OF CONTRACT AND/OR PAYMENT:

A. This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of the School District.

B. The proposer may assign payments under this contract or agreement with prior written notification of the School District.

## XXII. POSSESSION OF FIREARMS:

A. Possession of firearms will not be tolerated on School District property. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device, or any machine gun.

B. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.

C. If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School District project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School District shall be terminated.

## XXIII. SPECIFICATIONS FOR TYPE IIB PANELIZED MODULAR BUILDINGS:

A. Within 30 days of award the successful vendor(s) is required to submit plans and documents from DBPR for

the modular facilities specified herein. The vendor(s) must provide upon delivery to the District written proof, which ensures that the unit(s) was inspected and certified by a DBPR approved factory Inspector. Each unit shall meet the requirements of the State of Florida Building Code at the time it was manufactured and meet the following minimum specifications:

1.0 Be a minimum size of approximately 864 square feet in gross area with either the width or length not less than 24-0' (this dimension may be approximated to allow for manufacturing designs and transportation). See bid form for more building size information.

2.0 Panels minimum testing shall include: ASTM E84, ASTM E119, off-gassing, acoustic, R-value, structural testing (sufficient for approval and approval by a Florida structural engineer), and an IAQ evaluation for listed and to-be listed carcinogens. FL approvals and impact testing.

3.0 At a minimum, a one-hour fire rating shall be provided on the two long walls of the classroom.

4.0 At a minimum, the threshold height must be twelve (14) inches or less above grade.

5.0 Suspended ceiling grid system with two (2) feet by two (2) feet acoustical lay-in panels system with recessed lighting (lighting as herein specified); minimum 9'0 nominal clear ceiling height.

6.0 Provide general illumination and emergency lighting as required by State Department of Education S.R.E.F. rules. Provide a weatherproof exterior light above exterior doors. Illumination in a standard classroom unit shall be designed to FBC.

7.0 All exterior doors shall be 3'-0" x 6'-8" x 1 ¾" thick, 18 ga. H.M. with 16 ga. H.M. frames. Each exterior door shall have a Schlage lockset, or equivalent, and a door closure. Interior doors to be 3'-0" X 6'-8"

1.1 Doors shall have a level platform on the inside of the door. The District will provide the exterior platform. The minimum length of the platform shall be sixty (60) inches and the minimum width shall be the width of the door plus twenty-four (24) inches on the latch side. Exterior doors shall have weather stripping to prevent rain or moisture from entering.

8.0 All construction to be insulated per the FBC at time of manufacture. Thermal insulation Energy Code minimum requirements for floor, wall and ceiling/roof construction. Side walls and roof must provide a minimum of R11 insulation value.

9.0 Heating, ventilating, and air conditioning per the FBC at time of manufacture.

10.0 All structural requirements, including wind hold-down requirements, if applicable, shall be in compliance with FBC and appropriate wind load requirements. Hold-down straps shall be installed in accordance with the engineered drawings submitted for permitting. Building skirting is not required as a part of this contract.

11.0 Operating windows shall be furnished in compliance with the FBC rules for natural lighting and ventilation. Awning type windows are not acceptable.

12.0 Provide (1) 12' marker board with marker tray. Provide one (1) 4'-0" x 4'-0" wide tack boards. Provide and install as directed by the District.

13.0 Interior wall finishes shall be non-combustible vinyl fabric over gypsum. Wall covering must conform to the most recent 2017 FBC requirements.

14.0 Carpet floor minimum 26 oz. Face weight nylon tufted carpet meeting Class A requirements and MC-1 Specification for tufted, yarn dyed direct glue-down carpet issued by Florida School Plant Managers Association (F.S.P.M.A.) Division 9, Finishes, Section 09680 Indoor carpeting for general educational facilities use; S.R.E.F. Interior finishes. Carpet shall be tested and certified by the manufacturer as passing the Methylamine Tablet Test.

15.0 All clearances, switch-mounting heights, grab bars. etc. shall be in compliance with physically handicapped accessibility standards as listed under D.O.E., S.R.E.F. (OEFCAR and ADAAG).

16.0 Communications riser. A ¾" EMT stub out will suffice. The riser shall have the first junction box at 48" A.F.F. (for the pull station). The second junction box will be 52" A.F.F. (for intercom call in switch). The third junction box will be at 72" A.F.F. (for the interoom speaker). The fourth junction box shall remain at the ridge beam; for a smoke detector.

14.0 Battery operated emergency lights wired to electrical system to be located adjacent to each exit.

15.0 Eight duplex receptacles, 120 volt. Four 4"x4" "J" boxes, one on each wall, 18" high. Two additional 1" conduit runs no longer than 15" each, without wire, shall be included in the bid price. The location shall be determined at a later date prior to construction.

16.0 All units with a removable tongue (if applicable) will have the tongue removed and stored under the unit. Axles shall be removed from unit or if not removed shall not be responsibility the District if stolen. Wheels and tires shall be removed and stored by the Lessor or he may elect to leave the wheels and tires on the unit at his risk. If tires and/or wheels are damaged, stolen, or deteriorate during the life of the lease, the Lessor, upon being requested to remove the classroom unit, shall replace the wheels and/or tires as required at no additional cost to the School Board.

17.0 Toilet rooms shall be accessible for use by the physically handicapped and include:

17.1 Water closet with shut-off valve. The District reserves the right to select the size (handicapped, regular or small) of the water closet at the time of order at no additional cost. H.C. signage, if required, shall be installed per ADA requirements.

18.0 Mechanical ventilation with time-delay off switch.

19.0 Individual toilet room floors and base may be of solid sheet vinyl without seams and with edges turned up at the walls with heat welded seams to form an integral cove base a minimum of six (6) inches high. A cove shaped molding shall be provided behind the sheet vinyl at the floor-to-wall joint. Walls shall be finished with impervious materials to a minimum height of eight (8) feet and the ceiling with suspended, non-combustible, moisture resistant lay-in tile.

20.0 Sanitary Facilities – The areas associated with personal hygiene are multifunction areas with activities including toilet, washing, bathing grooming, and changing clothes and dressing. All areas designed to provide for these activities shall comply with this section. All sanitary drops are to be manifolded to allow a single point connection.

21.0 Sink cabinet of plastic laminate covered formaldehyde free particle board with water proof resin., with 4" splashback, stainless steel classroom sink with integral drinking fountain, and goose neck spout, shut-off valve. Cold water supply only. (Plumbing for insta-hot heaters installed and heaters provided if needed.)

22.0 Use of Materials Containing Formaldehyde

22.1 Due to recent reports of the carcinogenic nature of formaldehyde and the irritation caused by Formaldehyde fumes in enclosed spaces; materials containing formaldehyde in excess of low emission standards are banned from the construction of the relocatable classroom units.

22.2 Materials in compliance with low omission standards formaldehyde, OSHA. Standard 29CFR 1910.1000, but limiting eight (8) hour exposure to <u>one (1) perm</u> (one part per million in air) are acceptable. Manufactures must provide test evidence showing compliance with this standard before School Board will accept the unit for occupancy.

23.0 If it is discovered that materials containing formaldehyde exceeding low emission

standards have been used in a relocatable classroom unit accepted by the School Board, the Lessor shall replace that unit on demand with a unit meeting the formaldehyde low emission standards at no additional cost to the Board. This includes the cost of disconnecting utility services.

24.0 Door Hardware – Handles, pulls, latches, locks and other operating devices on accessible doors shall have a shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist to operate. Lever-operated mechanisms, push-type mechanisms, and U-shaped exposed and acceptable designs. When sliding doors are fully open, operating hardware shall be no higher than forty-eight (48) inches (1220 mm.) above finished floor.

25.0 It is the intent of the District to require the vendor to provide units with the above mentioned specifications. If the specifications conflict with the Type II Panelized Building requirement, it is the vendors responsibility to inform the school board as to the nature of the conflict 7 days prior to the submission of the bid proposal.

## XXIV. ADDITIONAL MODULAR BUILDINGS:

Proposer(s) may present for evaluation other modular/portable buildings that as a minimum meet FBC for the type building being submitted. Vendor shall provide all pricing information required to lease and/or purchase these units along with the cost of delivery, block, level, anchoring, dismantle and return charges. Additional buildings will not be used as criteria for awarding this bid.

**Include prices on Attachment "C"**

## XXV. ADDITIONAL OPTIONS:

Proposer(s) may present for evaluation other services and products. Vendor shall provide all pricing information appropriate to each option submitted. Additional options will not be used as criteria for awarding this bid.

**Include prices on Attachment "D"**

## XXVI. MAINTENANCE AND REPAIRS FOR RENTAL UNITS:

A. The vendor shall include in his bid providing of all repairs necessary to the rental units to maintain them in an acceptable condition as determined by the School Board. The vendor for shall provide a complete service warranty for all components of the modular buildings as long as units are rented to the School Board. Repairs shall be performed within 5 days of notice to the vendor. The Vendor shall be responsible for submitting a request form to the District personnel to use when requesting services and tracking status of requests. If the Vendor fails to repair the units within 5 days of notice, the School Board may perform the repairs, or contract the repairs, and charge the vendor for all charges incurred for the necessary repairs.

B. School Board Maintenance personnel will be responsible for the following services only: janitorial services, routine replacement of inside and outside a/c filters, routine cleaning of a/c coils, replace light bulbs, site maintenance and lamps, and replace and/or repair items that are above and beyond normal wear and tear or vandalism.

C. The Vendor shall coordinate the replacement of carpet pursuant to claims under the manufactures standard warranty period. After that time, the school board may replace the carpet or have the vendor replace the carpet based upon the cost plus 25% profit and overhead.

D. The Vendor shall not be responsible for switching the swing of the door if needed due to replacement of the unit.

E. The Vendor as requested by the school board shall furnish materials and labor to repair damaged units. The school board reserves the right to furnish materials to the Vendor. If the Vendor is required to provide materials and labor the school board shall be billed according to the Vendors actual prices paid for labor and materials

used. A copy of the Vendor's invoices for materials and labor used shall be submitted when requested. The school board shall pay fair market prices for materials and labor plus 25% profit and overhead.

F. Upon receipt of a request from the School Boards for repairs the Vendor shall prepare a written estimate of the labor and materials required to complete the work. The estimate shall provide specific information including the following: hourly labor rates and a list of materials required. The estimate shall also include the time work will be started and completed.

G. The Vendor must return an estimate to the School Board's authorized representative (s) within five (5) workdays, or as otherwise directed.

H. The estimate provided from the Vendor shall be firm, no increases will be permitted unless unforeseen circumstances arise. The school board reserves the right to enter into "value engineering" negotiations with the Vendor whenever it deems that negotiations will be in the best interest of the School Board. Upon completion of negotiations, a new estimate will be prepared by the Vendor and submitted to the school board for approval.

I. The Vendor acknowledges that work will be performed only after receipt of an authorized purchase order.

J. If, during the course of work, the Vendor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Vendor shall not proceed without written authorization of the School Board's authorized representative (s).

K. The Vendor shall have sufficient number of personnel, materials, transportation and an adequate inventory of the tools and equipment to perform work at the job site. The vendor shall be held responsible for the on-site supervision, scheduling, receiving and placement of materials.

L. Emergency Work requests may be needed from time to time. The Vendor shall within twenty-four (24) hours notice meet District personnel at the job sites, review the scope of work, provide an estimate, proceed with work without delay and in general be responsive to the emergency request.

M. The Vendor shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the School Board, within 5 days after receipt of notification of such faulty labor or workmanship. If the Vendor fails within 5 days to correct defects, the Owner shall be entitled to have such work remedied and the Vendor shall be fully liable for all costs and expense reasonably incurred by the Owner. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the School Board.

N. Precautions will be exercised at all times for the protection of persons (including employees) and property. The Vendor at Vendor's expense will provide barricades, when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the School Board's Representative.

O. The Vendor shall conform to all Federal, State and City regulations during the performance of the Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Vendor. Any person found not in conformance with any laws, statues, rules or regulations will not be allowed on the job site. Continued violations and the Vendor shall constitute cause for immediate termination of the Agreement.

P. All existing structures, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Vendor and the Vendor shall be held responsible for any damage to property caused by reason of his operations on the property.

Q. Material quality is expected to be commercial grade and of such to accomplish the service work satisfactorily, as specified in the given scope of work for each job. The School Board reserves the right to set the standard of quality for materials for a given job. All materials and labor used shall be billed at the Vendor's actual net cost plus 25% allowance for profit and overhead.

R. JOB CONDITIONS

The Vendor shall be responsible for notifying the school board in writing of any conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Vendor.

S. SERVICE WORK

All requested work shall be completed in accordance with all federal, state and local codes.

T. Work To Be Furnished By The School Board (unless otherwise requested): Paper towel and toilet paper dispenser, soap dispensers. All movable casework and furniture needed for classroom use.

1.0 Janitorial service to the classroom unit.

2.0 All utility connections, site work and interior furnishings.

U. SITE WORK

Lessor shall repair any damage to school equipment or site (s) caused by the setup or removal of classroom building. This includes, but is not limited to, damage to lawns, shrubs, sidewalks, drives, buildings, or other property on the site. The District will be responsible for providing clear access to the site including removal of all fencing and landscaping.

## XXVII. PUBLIC ENTITY CRIME & CONVICTION VENDOR LIST

Per the provisions of Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the Convicted Vendor list for the State of Florida following a conviction for a public entity crime:

- May not submit a bid on a contract to provide any goods or services to a Public Entity.
- May not submit a 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 contractor, supplier, subcontractor or consultant under a contract with any Public Entity.

Applicable Law
The Laws of the State of Florida shall govern this contract: jurisdiction and venue shall lie in Suwannee County, Florida.

## XXVIII. REQUIRED RESPONSE INFORMATION – (INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL)

**In order to maintain comparability and enhance the review process, it is required that proposals be organized in the manner specified below. Responses must not exceed one single page per item listed bellow, except where noted.**

**Title Page:** Show the RFP title, proposer name, address, telephone number and the date

**Table of Contents:** Include a clear identification of the material by section and by page number.

**Required Response Form:** Include signed "Required Response Form" found at the end of this section.

**Experience of Proposer:** Show your past experience with modular construction and demonstrate your ability to successfully complete this project. Give the names of the persons who will be authorized to make representation for the proposer, their titles, addresses and phone numbers.

**Product Information Sheet:** Submit a completed Product Information Sheet so that the District can make a comparison of the product features being bid.

**Scope of Products;** Identify what types of modular buildings you sell and lease in Florida and explain how your products can assist Suwannee County Schools in meeting their facility needs.

**Availability/Delivery:** Show a schedule for delivery and installation of a classroom starting at the time you receive the District Purchase Order until the building is delivered to site, blocked, leveled, anchored and trimmed out.

**Service/Warranty:** Thoroughly explain your warranty program and how you plan to service the modular units in Suwannee County.

**Client References:** Include a listing of references that can attest to your quality of work and your ability to service your product.

**Drug Free Workplace Certification:** Include a signed copy of the attached "Drug Free Workplace Certification Form" found at the end of this section.

**Financial Strength of Proposer:** (this section may exceed the one page limit) Provide most recent financial statement and your company's current credit rating.

**Bonding Capacity:** Include a letter for your bonding company that clearly sets forth the bonding capacity of your company.

**Contractor License:** Include a copy of your current Contractor License for the State of Florida.

**Statement of Understanding:** Include a completed "Statement of Understanding" form.

**Pricing:** One completed set of pricing forms must be submitted in a separately sealed envelope. (Attachments A through D)

**Note: Entries must be completed in ink or typewritten. An original manual signature is required.**

**Proposed Evaluation Process:**

RFP's are received and publicly opened. Only names of respondents are read at this time.

The Evaluation Committee will review all proposals submitted.

The Evaluation Committee will evaluate each proposal as to compliance with the attached specifications and scope.

The Evaluation Committee may select a firm for recommendation to the Superintendent and School Board or they may require oral presentations.

# The School District of Suwannee County, Florida

Request For Proposal (RFP)
**RFP #20-209**

## REQUIRED RESPONSE FORM

Title: **RFP for Type IIB Panelized Modular Buildings;**

### Anti-Collusion Statement/Public Domain

I, the undersigned proposer, have not divulged, discussed or compared this proposal with any other proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119 F.S.

## PROPOSAL CERTIFICATION

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this "Required Response Form." I further certify full, complete and unconditional acceptance of the contents of this proposal, and all attachment and the contents of any Addendum hereto.

Proposer: (firm name): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Print Name of Authorized Representative: _____

Title: _____ Date: _____

Contact Person: _____

Contact Person's Address: _____

Telephone #: _____ FAX #: _____

Proposer Taxpayer Identification Number: _____

Acknowledgement of Addendum (list number): _____

Signature of Authorized Representative: _____

## INFORMATION SHEET

**Please complete questions below:**

Size and square feet of proposed building:
_____

Fire rating on building side walls:
_____

What is the minimum threshold height above grade?
_____

Type of ceiling in building;
_____

Type of light fixtures provided in building:
_____

“R” value of side walls of building:
_____

“R” value of roof of building:
_____

Type heating, ventilating and air conditioning systems provided:
_____

Engineered foundation plans provided:
_____

Type of operational windows provided:
_____

Size and quantity of marker boards provided:
_____

What are the interior wall finishes?
_____

Type and weight of carpet provided in buildings:
_____

Are code compliant emergency lights provided?
_____

Are toilet rooms handicapped accessible?

_____

What type flooring is provided in toilet rooms?

_____

Florida Manufacturer's License Number? _____

Years experience providing classrooms to Florida school district _____

**As a person authorized to sign this statement, I certify that the information provided is true and accurate.**

_____

Vendor's Signature (Authorized Representative)

# The School District of Suwannee County, Florida

Request For Proposal (RFP)
**RFP #20-209**

## DRUG-FREE WORPLACE CERTIFICATION FORM

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids/RFQ's, which are equal with respect to price, quality and service, are received by the State or any other political subdivision for the procurement of commodities or contractual services, a bid/RFQ received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a small business shall:

1. Publish 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 prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of this statement specified in subsection (1).
4. In the statement specified in subsection (1) notify 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 (5) days after such conviction.
5. 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. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**As a person authorized to sign this statement, I certify that this firm complies fully with the above requirements.**

_____
Vendor's Signature (Authorized Representative)

# The School District of Suwannee County, Florida

Request For Proposal (RFP)
**RFP #20-209**

## STATEMENT OF UNDERSTANDING

(This document, with original manual signature, must be included in the sealed envelope with all pricing forms)

**The Bidder acknowledges the following**:

That he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), awards may be made under this bid by other public schools and governmental agencies within the State of Florida. Such awards shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished, and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the Suwannee County School District, in the form of contract specified, to deliver the materials/services listed, at the prices set forth. Furnish all labor, material, equipment, transportation permits and insurance necessary to perform the work in compliance with bid documents including Scope of Work, Specifications and Contractor's One (1) Year Warranty.

WARRANTY: Materials/Services are guaranteed against defects in materials and workmanship for a period of One (1) year on all purchased buildings.

Term of Contract: The term of the contract shall be for five years (5) years. Both parties may extend this contract for three (3) additional years at the same terms and conditions if mutually agreeable.

The District reserves the right to accept or reject any or all proposals.

The district reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

The District reserves the right to further negotiate any proposal(s), including price.

NAME OF RFP: _____

LEGAL NAME OF BIDDER: _____

MAILING ADDRESS: _____

EMAIL: _____ TELEPHONE: _____ FAX: _____

SIGNATURE:_____ DATE: _____

PRINTED NAME: _____TITLE: _____

# The School District of Suwannee County, Florida

Request For Proposal (RFP)
**RFP #20-209**

## ATTACHMENT "A" - RFP Modular Unit and Accessory PURCHASE COST Bid Form
**Type IIB Panelized Modular Units**
(Items per RFP Specifications)

| ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| **Item 1:** | **Type IIB Panelized 24'x36' Classroom Unit; (130 MPH Wind Load)** | |
| 1. | Without restroom | $.00 |
| 2. | With one (1) restroom | $.00 |
| 3. | Cost of delivery to site | $.00 |
| 4. | Cost for block, level and anchoring | $.00 |

Note ALL Variations to Bid Documents:

| What was Specified | What is Proposed | Reasoning |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

***End of Attachment "A", Modular Unit Purchase Bid Form***
*(Also refer to Attachment "B", Modular Unit Rental Bid Form)*
*Piggyback Bid prices will be per Attachments "C" and "D".*

## ATTACHMENT "B" - RFP Modular Unit and Accessory RENTAL COST Bid Form
**Type IIB Panelized Modular Units**
(Items per RFP Specifications)

| ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| **Item 1:** | **Type IIB Panelized 24'x36' Classroom Unit; (130 MPH Wind Load)** | |
| 5. | Without restroom | $.00 |
| 6. | With one (1) restroom | $.00 |
| 7. | Cost of delivery to site | $.00 |
| 8. | Cost for block, level and anchoring | $.00 |
| 9. | Cost of dismantle at end of lease | $.00 |
| 10. | Cost for return deliver to vendor | $.00 |

Note ALL Variations to Bid Documents:

| What was Specified | What is Proposed | Reasoning |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

***End of Attachment "B", Modular Unit Rental Bid Form***
*(Also refer to Attachment "A", Modular Unit Purchase Bid Form)*
*Piggyback Bid prices will be per Attachments "C" and "D".*

## ATTACHMENT "C" - Other Modular Buildings

**Item Description -**

| | | |
|---|---|---|
| 1. | Purchase Price | $.00 |
| 2. | Month Rental Price | $.00 |
| 3. | Cost of delivery to site | $.00 |
| 4. | Cost for block, level and anchoring | $.00 |
| 5. | Cost of dismantle at end of lease | $.00 |
| 6. | Cost for return deliver to vendor | $.00 |

*Piggyback Bid prices will be per Attachment "C" and "D"*

## ATTACHMENT "D" - Other Options

*Piggyback Bid prices will be per Attachments "C" and "D"*

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | OO. Operations |
| **DEPARTMENT:** | Procurement & Logistics Operations |

| | |
|---|---|
| Agenda Item Number: | OO-12. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**RFP25-142 - Group Medical Benefits for School Board Employees**

**REQUESTED ACTION:**

**Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Aetna Life Insurance Company (AETNA). Initial contract term, January 1, 2026, through December 31, 2028. First renewal, January 1, 2027, through December 31, 2027. Second renewal, January 1, 2028, through December 31, 2028. 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
- Evaluation
- Request for Proposal

**FINANCIAL IMPACT:**

There is no additional financial impact to the Board for this item.

**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 Feb 24, 2026

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

Approved in Open Board Meeting On: March 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 First Amendment to Agreement**
**RFP25-142 - Group Medical Benefits for School Board Employees**
**(Refers to Both Medical & Pharmacy Benefits)**

---

**Board Meeting Date:** March 10, 2026

**Requested Action:**
Approve the First Amendment to the Agreement and Exhibit D-Revised Pharmacy Service and Fee Schedule between The School Board of Broward County, Florida (SBBC), and Aetna Life Insurance Company (AETNA). Initial contract term, January 1, 2026, through December 31, 2028. First renewal, January 1, 2029, through December 31, 2029. Second renewal, January 1, 2030, through December 31, 2030.

**School Board Policy Requirement/Authority:** Purchasing Policy 3800, Section III, D, Department of Education, Rule 6A-l.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 will continue to provide Group Medical Benefits options to its benefits-eligible employees.
**- If the School Board votes "No":** Exhibit D-Revised Pharmacy Service and Fee Schedule will not be implemented, which will result in lost savings to the District's Medical Plan.

**Background/History**
An initial three (3) year Agreement was awarded to Aetna Life Insurance Company (AETNA) on September 16, 2025, under RFP-FY25-142 – Group Medical Benefits for School Board Employees, during the Regular School Board Meeting (RSBM) Agenda Item OO-14 from January 1, 2026, through December 31, 2028.

**Alignment to 2027 Goals and Guardrails:**
Business Operations

**Measurable Outcome(s)/Return on Investment:**
The expected outcomes or benefits include the following:

- Enhanced Utilization Management and Cost Containment
- Support for Plan Sustainability

**Financial Impact, Funding Source & Budget Status:**
There is no additional financial impact to the Board for this item.

| ACTION | DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT | TERM (months) |
|---|---|---|---|---|---|
| Original spending authority request for January 1, 2026, through December 31, 2028, FY26-FY28 | 9/16/2025 | YES | General Fund | $29,200,000 | 36 |
| First Amendment for April 1, 2026, through December 31, 2028, FY25-FY26 | 3/10/2026 | YES | General Fund | $0 | N/A |
| **Total Agreement Amount** | | | | **$29,200,000** | **36** |

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

**Procurement Method:**
The procurement method chosen was through a competitive solicitation, which is required by Purchasing Policy 3800, and Section 6A-1.012(1)(a), of the F.A.C., Florida Administrative Code.

On January 29, 2025, the Procurement & Logistic Operations Department released RFP-FY25-142 - Group Medical Benefits for School Board Employees. Proposals were due on or before March 12, 2025.

Two hundred twenty (220) companies were notified; twenty-six (26) companies downloaded the RFP documents. A total of two (2) Proposals were received from the following companies:

1. Aetna Life Insurance Company
2. CaremarkPCS Health, LLC d/b/a CVS/Caremark

The Superintendent's Insurance & Wellness Advisory Committee (SIWAC) met on Wednesday, May 14, 2025, to review and evaluate the Proposals received in response to RFP-FY25-142. It was recommended that the proposal submitted by CaremarkPCS Health, LLC d/b/a CVS/Caremark be rejected as non-responsive, pursuant to Section 6A-1.012(8); Part III B of School Board Policy 3800; and the standard RFP Special and General Conditions for failure to comply with Section(s) 4.2.1, General Conditions Section 7.1, Liability. The Committee voted unanimously to reject CVS/Caremark's Proposal for the reason noted.

The Committee voted to move forward with entering into negotiations with AETNA. At the conclusion of negotiations, the Committee voted unanimously to recommend the award to AETNA.

**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):** | FY25-142 | **Preparation Date:** | February 12, 2026 |
| **Previous Bid # (Ex: 10-004R):** | FY21-016 | **Buyer/PA:** | BELINDA DEFOOR |
| **New Bid Award Total:** | $29,200,00 | **Bid Title:** | GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES |
| **Previous Award Total:** | $53,140,000 | | |
| **Bid Type:** | NEW BID | | |
| **Previous Bid Term (Start Date):** | 1/1/2021 | **New Bid Term (In Months):** | 36 |
| **Previous Bid Term (End Date):** | 12/31/2025 | **# of Months Into Bid:** | 0 |

| SPEND REPORTING | |
|---|---|
| **Purchase Order(s) Spend:** | No P.O.'s Are Issued. |
| **P Card Purchases:** | |
| **Total Invoiced-to-Date Amount (PO + Pcard Purchases):** | |
| **Average Monthly Expenditure:** | |
| **Unused Authorized Spending:** | |
| **Est. Forecasted Spend (For Entire Bid Term):** | **$29,200,000** |

| VENDOR INFORMATION | | |
|---|---|---|
| **Awarded Vendors:** | **M/WBE Status (If applicable):** | **Spend:** |
| B00065-AETNA LIFE INSURANCE COMPANY | | $750,970.08 |
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| | **PO VENDOR SPEND:** | **$0.00** |
| | **P-CARD SPEND:** | $ - |
| | **TOTAL SPEND:** | $750,970.08 |

**NOTES (Type Below):**
**Fringe Benefits Clearing Account.**

| 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 DEPARTMENT** |
| **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:** | **2/12/2026** |
|---|---|---|

**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 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

**Aetna Life Insurance Company**
(hereinafter referred to as "AETNA"),
Whose principal place of business is
261 N. University Drive
Plantation, Florida 33324

**WHEREAS**, SBBC was in need of certain products and services; and

**WHEREAS**, SBBC issued a Request for Proposal, identified as RFP FY25-142, Group Medical Benefits for School Board Employees, dated January 29, 2025 and amended by Addendum Number One dated, January 30, 2025, Addendum Number Two dated, February 10, 2025, Addendum Number Three dated, February 19, 2025, (hereinafter referred to as "RFP") which is incorporated by reference herein, for the purpose of receiving proposals for Group Medical Benefits for School Board Employees; and

**WHEREAS**, AETNA was willing to provide such products and services to the SBBC, offered a proposal dated, March 10, 2025 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to the RFP; and

**WHEREAS**, the SBBC and AETNA desired to memorialize the terms and conditions of the Agreement to include references to Exhibit A – Administrative Service Agreement, Exhibit B – Medical Financial Fees & Programs, Exhibit C – Medical Financial/Medical Network Guarantee Discount and Exhibit D – Pharmacy Service and Fee Schedule, respectively attached as Exhibits A-D to the Agreement; and

**WHEREAS**, the SBBC and AETNA desire to amend the Agreement dated, September 16, 2025 to memorialize the terms and conditions of the Agreement, to include reference to Exhibit D-Revised Pharmacy Service and Fee Schedule.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals.** The Partis agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of the Agreement, which commenced on January 1, 2026 and concludes on December 31, 2028. The term of the Agreement may by mutual agreement between SBBC and the Awardee, upon the Superintendent's Insurance & Wellness Advisory Committee's recommendation and Board approval, be extended for two (2) additional one-year renewal periods. If needed, upon SBBC's sole option after the initial or any one-year renewal option, an extension of 180 days beyond the expiration date of the renewal period at the same rates/fees as the previous twelve (12) months.

3.01 **Amended Pricing**. AETNA shall provide as part of this First Amendment to Agreement, to include reference to Exhibit D-Revised Pharmacy Service and Fee Schedule, effective April 1, 2026.

4.01 **Description of Goods or Services Provided**. AETNA shall provide as part of this First Amendment to Agreement to include references to Exhibit D-Revised Pharmacy Service and Fee Schedule, attached as Exhibit D-Revised, to this First Amendment to Agreement.

5.01 **Priority of Documents**. In the event of a conflict between documents, the following priority of documents shall govern:

| | |
|---|---|
| First: | This First Amendment to Agreement and its Exhibit D-Revised; then |
| Second: | The Agreement and its Exhibits A through D dated, September 16, 2025; then |
| Third: | Addendum Number Three dated, February 19, 2025; then |
| Fourth: | Addendum Number Two dated, February 10, 2025; then |
| Fifth: | Addendum Number One dated, January 30, 2025; then |
| Sixth: | RFP FY25-142 – "Group Medical Benefits for School Board Employees". |

5.01.1 **Disputes**. In the event of any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all Parties.

6.01 **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement shall remain in full force and effect.

7.01 **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.

8.01 **Incorporation by Reference**. Exhibit D-Revised Pharmacy Service and Fee Schedule, attached hereto and referenced herein shall be deemed to be incorporated into this First Amendment to Agreement by reference.

9.01 **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 non-governmental entity is found to have submitted a false affidavit.

10.01 **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 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 **AETNA** 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. **AETNA** further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. **AETNA** 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. **AETNA** further understands that any **Agreement** with **SBBC** for goods or services of any amount may be terminated at **SBBC's** option if **AETNA** (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 **AETNA** 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.

11.01 **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 who he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment to Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this First Amendment to Agreement upon the date of the 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

**FOR AETNA:**

(Corporate Seal)

ATTEST:

_____, Secretary
-or-
Gabrielle Dimitratos
Witness

_____
Witness

**AETNA**

By _____

Print Name: Catherine R. Aguirre

Title: Market Head Public + Labor Executive Director

**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 February 2, 2026 (*date*) by Catherine Aguirre (*name* of officer or agent, title of officer or agent) of Market Head Public + Labor/ Head Direct (name of corporation acknowledging), a Aetna (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me (underline if applicable) or has produced Drivers License (type of identification) as identification and who ☑did/☐did not first take an oath this 2 day of February, 2026.

My Commission Expires:

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA
MARIKO VASHTON CRICK-GROSVENOR
MY COMMISSION # HH 707692
EXPIRES: August 7, 2029

_____
Signature – Notary Public

Mariko Vashton Crick-Grosvenor
Notary's Printed Name

HH 707692
Notary's Commission No.

# Pharmacy
# Service and Fee Schedule
# to the Master Services Agreement

**Effective April 1, 2026**
**The School Board of Broward County, Florida**

aetna®

## Table of Contents

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## Pharmacy Discounts & Fees

Management or administration of prescription drug benefits selected by the Customer will be performed by CaremarkPCS Health, L.L.C. and/or its affiliates (CVS Caremark), each of which is an affiliated, licensed pharmacy benefit manager.

| | |
|---|---|
| Pricing Arrangement | Pass Through at Retail |
| Network | Aetna National Network |
| Employees | 25,532 |

| RETAIL | | | |
|---|---|---|---|
| | 04/01/2026 | 01/01/2027 | 01/01/2028 |
| Brand Discount | [redacted] | [redacted] | [redacted] |
| Generic Discount | [redacted] | [redacted] | [redacted] |
| Dispensing Fee | [redacted] | [redacted] | [redacted] |

| MAIL ORDER PHARMACY/MAINTENANCE CHOICE | | | |
|---|---|---|---|
| Mail Benefit Type | Mandatory Maintenance Choice with Opt Out | | |
| | 04/01/2026 | 01/01/2027 | 01/01/2028 |
| Brand Discount | [redacted] | [redacted] | [redacted] |
| Generic Discount | [redacted] | [redacted] | [redacted] |
| Dispensing Fee | [redacted] | [redacted] | [redacted] |

| SPECIALTY PHARMACY | | | |
|---|---|---|---|
| Network | Specialty Regional Network | | |
| Product List | Aetna Specialty Product List | | |
| | 04/01/2026 | 01/01/2027 | 01/01/2028 |
| Discount | [redacted] | [redacted] | [redacted] |

| GENERIC DISPENSING RATE (GDR) GUARANTEE | | | |
|---|---|---|---|
| | 04/01/2026 | 01/01/2027 | 01/01/2028 |
| Retail GDR | [redacted] | [redacted] | [redacted] |
| Mail GDR | [redacted] | [redacted] | [redacted] |
| Annual Maximum | [redacted] | [redacted] | [redacted] |

| ADMINISTRATIVE FEES | | | |
|---|---|---|---|
| | 04/01/2026 | 01/01/2027 | 01/01/2028 |
| Admin Fees | [redacted] | [redacted] | [redacted] |
| [redacted] | | | |

| CLINICAL PROGRAM FEES* | | | |
|---|---|---|---|
| | 04/01/2026 | 01/01/2027 | 01/01/2028 |
| Vaccine Program Management Fee | $0.05 PMPM | $0.05 PMPM | $0.05 PMPM |

*Clinical Program Fees may be billed on a substantially equivalent PEPM Basis

## Rebates

| REBATES | | | |
|---|---|---|---|
| Formulary | Aetna Standard Formulary | | |
| Plan Design | 3 Tier Qualifying | | |
| Rebate Terms | Customer will receive the following minimum rebate guarantees: | | |
| | 04/01/2026 | 01/01/2027 | 01/01/2028 |
| Retail | Greater of 100% or $320.84 Per Brand Script | Greater of 100% or $343.95 Per Brand Script | Greater of 100% or $370.60 Per Brand Script |
| Mail Order/Maintenance Choice | Greater of 100% or $853.74 Per Brand Script | Greater of 100% or $905.88 Per Brand Script | Greater of 100% or $957.47 Per Brand Script |
| Specialty | Greater of 100% or $4,002.30 Per Brand Script | Greater of 100% or $4,305.12 Per Brand Script | Greater of 100% or $4,609.50 Per Brand Script |

Capitalized terms in the pricing charts above are not intended to reflect defined terms except where specifically noted in the Prescription Drug Services Schedule.

Standard core as well as additional and third-party service options are described in the Aetna Pharmacy Program Summary incorporated herein by reference.

In the event of any inconsistencies between the terms and conditions set forth in this Pharmacy Service and Fee Schedule and the terms and conditions set forth in the Prescription Drug Services Schedule, the term and conditions of this Pharmacy Service and Fee Schedule shall prevail.

"Brand Drug" shall mean drugs or devices for which the Medi-Span Multisource Code field contains "M" (co-branded product), or "N" (single source brand), or "O" (originator) unless the Claim processes with MAC pricing, in which case, for purposes of reconciling financial guarantees, the Claim shall be classified as a Generic Drug Claim. For purposes of adjudication, in limited circumstances, Aetna may override the M, N, or O indicators and deem the drug to be a Generic Drug after a review of additional information including other Medi-Span data, FDA application data (NDA/ANDA) and price.

"Generic Drug" shall mean drugs or devices for which the Medi-Span Multisource Code field contains a "Y" (generic). Claims with DAW 5 code ("House Generics") shall also be classified as Generic Drug Claims. For purposes of reconciling financial guarantees, all other Claims with Medi-Span Multisource Code of "O" that process with MAC pricing, including DAW 3, 4, and 6, shall be classified as Generic Drug Claims. For purposes of adjudication, in limited circumstances, Aetna may override the M, N, or O indicators and deem the drug to be a Generic Drug after a review of additional information including other Medi-Span data, FDA application data (NDA/ANDA) and price.

## Terms & Conditions

The pricing and services set forth herein are subject to the following Terms & Conditions:

- To the extent the pricing and services outlined in this document are part of a renewal to the Customer, the pricing set forth herein is valid for 90 days from the date of such offer.
- This pricing has an effective date of April 1, 2026. In order for Aetna to implement the pricing as set forth above by the effective date, a notification of award must be given 90 days prior to effective date.
- Our renewal assumes that Aetna administers both the medical and pharmacy benefits for Customer on an integrated basis. If Customer elects to use a different vendor to provide medical benefits, then Aetna reserves the right to adjust the pricing contained in this proposal.
- The pricing and services contained herein are limited to prescription drugs dispensed by a Participating Pharmacy to Plan Participants.
- Participating Pharmacy shall give the Plan Participant the benefit of the lesser of (i) the Participating Pharmacy's Usual and Customary Charge, (ii) MAC (where applicable) or (iii) discounted AWP cost. Participating Pharmacy shall collect and retain from the Plan Participant at the time of dispensing the lesser of (i) the Cost Share; (ii) the Participating Pharmacy's Usual and Customary Charge, (iii) MAC (where applicable) or (iv) discounted AWP cost.
- MAC Pricing applies at Mail Order.
- Cost Share will be calculated on the basis of the rates charged to the Customer by Aetna for Covered Services, except for fixed copays or where required by law to be otherwise.
- Discounts and Dispensing Fees contained in this Service and Fee Schedule are guaranteed on an annual basis, subject to the following conditions:
    - Pricing guarantees are measured and reconciled as four separate channels with the channels defined as retail network, mail pharmacy, specialty pharmacy, and rebates.
    - Discount and Dispensing Fee guarantees shall be reconciled and reported to Customer within ninety (90) days following the guarantee period.
    - Discount guarantees are calculated on ingredient cost prior to the application of Plan Participant Cost Share and include zero balance due claims.
    - The following types of Prescription Drug claims are excluded from the Discount and Dispensing Fee guarantees contained herein:
        - Compound Prescription claims
        - Direct Plan Participant reimbursement / out-of-network claims
        - Coordination of Benefits (COB) or secondary payor claims
        - In-house pharmacy claims
        - Vaccines (including for COVID) and other COVID testing-related claims
        - 340B claims
    - Retail pricing guarantees exclude claims that reflect the Usual & Customary Retail Price.
    - Single Source Generic Drugs are included in the Generic Discount guarantees.

- Specialty Products dispensed by Participating Specialty Pharmacies are included in the Specialty Pharmacy Discount guarantee listed above. Specialty Products dispensed by Participating Retail Pharmacies are included in the Retail Brand Discount guarantee listed above.
- Aetna has assumed 0.00% in-house pharmacy utilization. Aetna reserves the right to re-evaluate the proposed pricing if the actual in-house pharmacy utilization varies from this assumption.

- Pricing and terms in this proposal assume the Customer has elected the Aetna Standard formulary and the Choose Generics program.
- The proposed formulary includes certain preferred Brand Drugs where the Tier 1 cost share shall be assessed to Members.
- Specialty Performance Regional Network means that Plan Participants are required to use participating Specialty Pharmacies (no fills at retail allowed) ,with the exception of the HIV class which is not required to be dispensed at CVS Specialty Pharmacies.
- Non-Specialty Claims dispensed by a CVS Specialty Pharmacy will adjudicate as a Retail Non-Specialty Claim.
- Aetna Specialty Performance Regional Network - The Overall Effective Discount (OED) offer is conditioned on Plan Participants exclusively using the Aetna Specialty Regional Network comprised of only CVS Specialty Pharmacies with the exception of the HIV class and Customer implementing and maintaining a generics first plan design for specialty. The Aetna Specialty Regional Network option may not be available to Plan Participants in certain states. If Aetna Specialty Performance Network is no longer available in certain states, then Customer must select an alternate Specialty Pharmacy network option made available by Aetna. Aetna may equitably adjust the financial terms in this Agreement to account for the impact of any such network change. The rates quoted herein apply to Specialty Products dispensed from CVS Specialty Mail Order Pharmacies, including through the Specialty Connect process. Aetna may amend the individual Specialty Product Discounts to manage the financial guarantee. The financial guarantee is measured and reconciled annually across all Specialty Products dispensed by CVS Specialty pharmacy, including through the Specialty Connect process, with the exception of the following exclusions (in addition to the Discount and Dispensing Fee exclusions). Note: New to market and existing Biosimilars are included in the discount guarantees.

  For the items noted here, the following quoted rates shall apply.
  - New to Market Specialty Products: AWP -16.00%;
  - New to Market Limited and exclusive distribution drugs: AWP -15.00%

  MAC: Certain dosage forms and strengths may not be included on the MAC List and shall be priced at the specialty default rate.

  In the event retail leakage increases by a percentage change of 10%, or more, from the effective date of the agreement, Aetna reserves the right to amend pricing.

- Our financial offer does not assume any adoption of the Transform Diabetes Program. If customer offers a Diabetes Management program, either by Aetna or another vendor, the proposed rebates will need to be re-evaluated.
- Rebate guarantees will exclude the claims noted below; however, any Rebate collected by Aetna for such claims will be passed through to the Customer in accordance with the Rebate terms described herein.
- Rebate guarantees may be subject to:
    - The adoption of Specialty Guideline Management (SGM) program.
    - Plan performance that is materially the same as the baseline data provided by Customer and relied upon by Aetna, including information regarding enrollment and utilization of pharmacy services.
- The above rebate guarantees exclude:
    - Over the Counter (OTC) Claims
    - Limited distribution drug (LDD) Claims
    - Any other Claim identified as having received 340B program wholesale pricing
    - Compound Drug Claims
    - Paper or Member Submitted Claims
    - Coordination of Benefits (COB) or secondary payor Claims
    - Vaccine and vaccine administration Claims
    - COVID treatment Claims
    - Claims approved by Formulary Exception
- Rebate guarantees assume Advanced Control Specialty Formulary.
- Specialty Rebate Guarantees will only apply to Specialty Product Claims dispensed at participating Specialty Pharmacies when mandatory Specialty Pharmacy fulfillment is instituted herein, subject to any exceptions set forth herein.
- Brand drug claims in the HIV therapeutic category are included in the retail rebate guarantees.
- To receive the rebate guarantees noted:
    - Two-tier qualifying plan designs – will consist of an open plan design, with the first tier comprised of Generic Drugs and the second tier comprised of Brand Drugs. There are no requirements for a minimum Cost Share differential between these tiers. The plan design may need to implement formulary interventions recommended by Aetna.
    - Three-tier non-qualifying plan designs – maintain a first tier comprised of Generic Drugs, a second tier comprised of preferred Brand Drugs, and a third tier comprised of non-preferred Brand Drugs.
    - Three-tier qualifying plan designs – maintains a first tier comprised of Generic Drugs, a second tier comprised of preferred Brand Drugs, and a third tier comprised of non-preferred Brand Drugs. The plan design maintains at least a $15.00 co-payment differential between preferred and

non-preferred Brand Drugs, at least a $15.00 differential in the minimum co-payment for coinsurance, or a differential of coinsurance 1.5 times or 50 percentage points between the preferred and non-preferred Brand Drugs (for example, if preferred brand coinsurance was 20%, non-preferred brand would need to be 30% to qualify).

- Rebate guarantees are measured individually by component and reconciled in the aggregate on an annual basis within one hundred eighty (180) days following the end of the Plan year; a surplus in one or more component Rebate guarantees may be used to offset shortages in other component Rebate guarantees.
- The GDR guarantees are based upon plan design, membership, and demographics as represented by Customer, and changes to these aspects may materially affect Aetna's ability to meet the GDR guarantees. In the event of a change to the Plan design, or the Plan's demographics, both parties agree to work in good faith to determine if the GDR guarantees should be adjusted to account for such change, whether higher or lower, depending on the actual impact of such change. An example of this would be situations where generically available medications are excluded from the benefit, such as OTC equivalent strengths. If a brand does not lose patent protection when expected due to unforeseen circumstances, including but not limited to litigation, the parties acknowledge and agree an adjustment may need to be made to the GDR guarantees. The GDR guarantees will be measured and reconciled in the aggregate. The following are excluded from the GDR guarantees calculation: Specialty Drugs, Compound claims, Direct Plan Participant reimbursement / out-of-network claims, COB claims, DAW 1, 2, and 7, and Vaccines. Any potential amount owed will be determined based on the following formula: (Average Amount Paid per Brand claim - Average Amount Paid per Generic claim) multiplied by (GDR guarantee - GDR measured) multiplied by total claims. Penalties for a shortfall on the GDR guarantees will be paid on a dollar-for-dollar basis, with a maximum annual payment cap of $750,000.00.

## Market Check

Once during the second quarter of the second contract year, and at Customer's reasonable request, Aetna and Customer or a mutually agreed upon third party with a signed non-disclosure agreement may review the financial terms of Customer compared to financial offering presented to similar employers in the marketplace as deemed appropriate. The parties agree for the purpose of this market check that Aetna or Customer's representative will compare, among other things, the following factors to determine whether Customer is entitled to such revised pricing terms: (i) the aggregate pricing terms of such applicable customers of comparable size, inclusive of the program savings, the retail pricing for brand and generic drugs, pricing for specialty drugs, administrative fees, rebates and guarantees; (ii) the services provided by Aetna to such customers; and (iii) the plan design of such customers, which may include plan formulary, brand/generic utilization information and mail and retail utilization information, available to Aetna. Customer, or its representative, shall provide Aetna with a report to substantiate its findings. Should the comparison demonstrate that the current market conditions would yield a savings

of 2% or more in net costs (i.e. gross costs net of administration fees and rebate guarantees), then the parties will discuss in good faith a revision to the current pricing terms and other applicable contract provisions. If Customer and Aetna agree to any revisions to the financial terms as a result of this review (i) the agreement shall be amended and (ii) shall be effective January of the contract year following agreement on such revisions, provided that the parties agree on final pricing not less than 120 days prior to the first day of the contract year as to which the revisions are to apply.

## Additional Disclosures

The Customer acknowledges that the Discounts and Dispensing Fees contained in this Agreement reflect a Transparent or Pass Through pricing arrangement at Retail. Transparent or Pass Through Pricing means the amount charged to the Customer and Plan Participants for network claims shall equal the amount paid to Participating Retail Pharmacy. Maintenance Choice claims dispensed at CVS/pharmacy, if applicable, are exempt from the Transparent Pricing requirements under this Agreement. The amount billed to the Customer will be equal to the amount paid to the participating pharmacies.

The financial provisions in this Agreement are based upon Claims data and membership information provided by Customer (or Customer's authorized representative) during the pricing request process, which shall serve as the baseline. Aetna reserves the right to make an equitable adjustment to modify or amend the financial provisions set forth herein in a manner designed to account for the impact of specific triggering events identified below ("Equitable Adjustment").

1. Greater than 15% change in total membership or Claims volume as compared to the baseline
2. Customer-initiated change to the Benefit Plan Design, or Formulary alignment. To the extent applicable, Aetna will notify Customer in advance of any proposed Equitable Adjustment
3. Product offering decisions by drug manufacturers that result in a reduction of rebates, including the introduction of a lower cost alternative product which may replace an existing rebateable brand product; an unexpected launch of an interchangeable version of a brand product; or a branded product converted to OTC status, recalled or withdrawn from the market; or a material reduction in the Wholesale Acquisition Cost (WAC); or
4. Other events triggering an Equitable Adjustment as detailed below:
    - Legal and/or regulatory changes specific to customers which negatively affects the economic value of the Agreement to a party or the parties under the Agreement, for example restrictions on preferred or limited network arrangements; policy changes impacting drug manufacturers which negatively affect the economic value of the Agreement including the ability to provide or maintain discounts or Rebates; and/or
    - An inability to access, or changes to, industry pricing information (e.g. AWP) required to support the current economic structure of the Agreement.

If one or more of such triggering events occurs, Aetna may initiate a review to determine if an Equitable Adjustment to any of the financial provisions is warranted as a direct result of the triggering event(s). Aetna will conduct an analysis based upon Customer-specific Claims, utilization, and membership data

demonstrating how the triggering event(s) result in the proposed Equitable Adjustment. Any such Equitable Adjustment based upon events #1 or #2 described above shall be effective on the first day that the triggering event occurred. Any such Equitable Adjustment based upon events #3 or #4 described above shall be effective 30 days after notification to Customer. Aetna will provide documentation of the reason for the proposed Equitable Adjustment in addition to a summary analysis demonstrating that the Equitable Adjustment is solely related to the impact of the specific triggering event. Aetna will disclose necessary facts and data to an independent auditor for validation.

Aetna reserves the right to modify its products, services, and fees, and to recoup any costs, taxes, fees, or assessments, in response to legislation, regulation or requests of government authorities. Any taxes or fees (assessments) applied to self-funded benefit Plans related to The Patient Protection and Affordable Care Act (PPACA) will be solely the obligation of the Customer. The pharmacy pricing contained herein does not include any such Customer liability.

**Rebate Payment Terms**

Rebates will be distributed on a quarterly basis by claim wire credit .

Rebate collections are paid quarterly ninety (90) days after the quarter ends. Rebates are calculated and paid in accordance with the terms and conditions of this Agreement.

Earned Rebates are distributed in March, June, September and December each contract year.

Rebates are paid on Prescription Drugs dispensed by Participating Pharmacies and covered under Customer's Plan. Rebates are not available for Claims arising from Participating Pharmacies dispensing Prescription Drugs subject to either their (i) own manufacturer Rebate contracts or (ii) participation in the 340B Drug Pricing Program codified as Section 340B of the Public Health Service Act or other Federal government pharmaceutical purchasing program. The Customer shall adopt the formulary indicated in the rebates section of this Service and Fee Schedule in order to be eligible to receive Rebates.

Additional 340B reconciliation and true-up may occur post annual minimum Rebate guarantee reconciliation.

If this Agreement is terminated by Aetna for the Customer's failure to meet our obligations to fund benefits or pay administrative fees (medical or pharmacy) under the Agreement, Aetna shall be entitled to deduct deferred administrative fees or other plan expenses from any future rebate payments due to the Customer following the termination date.

When remitting and reconciling minimum Rebate guarantees, Aetna may add Rebate Credit value to the total Rebates remitted to Customer for each respective Rebate component (e.g., Retail, Mail, Retail 90, and Specialty). Rebate Credits shall consist of (i) the differential between the Wholesale Acquisition Cost (WAC) of a lower net cost Brand Drug, including but not limited to a Biosimilar, (Low Cost Brand) Claim processed, and the WAC of the reference Brand Drug, subject to the below cap; and/or (ii) the value of

WAC reductions for rebateable products that have experienced a material WAC decrease and material rebate reduction, measured as the differential between the Baseline WAC of the product and the WAC of the product when the Claim is processed, subject to the below cap. The Baseline WAC will be the WAC of the product prior to a reduction in WAC or, as applicable, for Low Cost Brands, the Baseline WAC will be the WAC of the reference Brand Drug at the time of Claim processing.

Rebate Credit will be capped in two ways: First, the WAC of the reference Brand Drug will be capped at a pre-determined WAC inflation rate communicated at time the eligible product is added to the list of products eligible for the Rebate Credit. Second, in no way will the Rebate Credit exceed the Baseline Rebate less the earned Rebates on either the Low Cost Brand or the rebateable product that has experienced a WAC decrease. Baseline Rebate is calculated as follows: in the year the price reduction occurred, Baseline Rebate will be the Rebate available for coverage of the product prior to the WAC reduction or, as applicable, for Low Cost Brands the Baseline Rebate will be the Rebate available for coverage of the reference Brand Drug on the date of Claim processing. For a product experiencing a WAC reduction in subsequent years, the Baseline Rebate will increase over the prior year Baseline Rebate at the average WAC inflation rate of the GPI subclass (GPI-6) of the impacted product. Aetna shall perform all Rebate Credit calculations at a Claim level based on the unit quantity attached to the Claim, and shall map Low Cost Brand NDCs to the NDCs of reference Brand Drugs with the most equivalent attributes (e.g., strength, package size).

The following products will be eligible for the Rebate Credit: (1) Any Biosimilar product processed where Stelara is the reference Brand Drug; and (2) any other products as mutually agreed in writing by Customer and Aetna.

Aetna will provide 60 days advance notice of product(s) that qualify(ies) for Rebate Credits and will be added to the list of products eligible for the Rebate Credit. Customer may otherwise elect a minimum Rebate guarantee adjustment. Aetna shall provide reporting, upon Customer request, demonstrating the net-cost impact in the therapeutic category(ies) of the product(s) eligible for the Rebate Credit and the proposed adjustment to the minimum Rebate guarantee. A Covered Drug Claim will only be eligible for the Rebate Credit if a minimum Rebate guarantee adjustment has not already been made by Aetna.

Customers authorized auditor may validate the application of the Rebate Credit value as part of the Customer Rebate Audit as set forth in the Agreement. If Rebate Credits are applied based on manufacturer contracts that are not included within auditors sample selection, Aetna will make available all additional manufacturer contracts that are necessary to validate and reconcile Aetna's Rebate Credit adjustment. For each additional manufacturer contract provided to validate the Rebate Credit, auditors review will be limited to only the product impacting the Rebate Credit calculation. With respect to Low Cost Brands, Aetna shall not apply Rebate Credit unless the differential between the Low Cost Brand WAC and the reference Brand WAC is at least twenty-five percent (25%). With respect to rebateable products experiencing a reduction in WAC, Aetna shall not apply Rebate Credit unless the actual drop in WAC is at least twenty-five percent (25%). If Customer disagrees with Aetna in its decision that a change is necessary, Customer may terminate the Agreement without being assessed any penalties (e.g., loss of Rebates earned but not yet paid).

**Formulary Management**

Aetna offers several versions of formulary options for Customer to consider and adopt as Customer's Formulary. The formulary options made available to Customer will be determined and communicated by Aetna prior to the implementation date. Customer agrees and acknowledges that it is adopting the Formulary as a matter of its plan design and that Aetna has granted Customer the right to use one of our Formulary options during the term of the Agreement solely in connection with the Plan, and to distribute or make the Formulary available to Plan Participants. As such, Customer acknowledges and agrees that it has sole discretion and authority to accept or reject the Formulary that will be used in connection with the Plan. Customer further understands and agrees that from time to time Aetna may propose modifications to the drugs and supplies included on the Formulary as a result of factors, including but not limited to, market conditions, clinical information, cost, rebates and other factors. Customer also acknowledges and agrees that the Formulary options provided to it by Aetna is the business confidential information of Aetna and is subject to the requirements set forth in the Agreement.

**Other Payments**

The term Rebates as defined in the Prescription Drug Services Schedule includes any manufacturer administrative fees that may be paid by pharmaceutical manufacturers to cover the costs related to the reporting and administration of the pharmaceutical manufacturer agreements. Such manufacturer administrative fees are shared with Customer hereunder.

Aetna may also receive other payments from drug manufacturers and other organizations that are not Rebates. These payments are generally for one of two purposes: (i) to compensate Aetna for bona fide services it performs, such as the analysis or provision of aggregated data or (ii) to reimburse Aetna for the cost of various educational and other related programs, such as programs to educate physicians and members about clinical guidelines, disease management and other effective therapies. These payments are not considered Rebates and are not included in Rebate sharing arrangements with Customers.

Aetna may also receive network transmission fees from our network pharmacies for services we provide for them. These amounts are not considered Rebates and are not shared with Customers. These amounts are also not considered part of the calculation of claims expense for purposes of Discount Guarantees, if applicable.

Customer agrees that the amounts described above are not compensation for services provided under this Agreement by either Aetna or CVS Caremark and instead are received by Aetna in connection with network contracting, provider education and other activities Aetna conducts across our book of business. Customer further agrees that the amounts described above belong exclusively to Aetna or it's affiliate, CVS Caremark, and Customer has no right to, or legal interest in, any portion of the aforesaid amounts received by Aetna or CVS Caremark.

Rebates for Specialty Products that are administered and paid through the Plan Participant's medical benefit rather than the Plan Participant's pharmacy benefit will be retained by Aetna as compensation

for Aetna's efforts in administering the preferred Specialty Products program. Payments or rebates from drug manufacturers that compensate Aetna for the cost of developing and administering value-based rebate contracting arrangements when drug therapies underperform thereunder also will be retained by Aetna.

**Early Termination**

In the event of an Early Termination, the pharmacy guarantees described hereunder, if any, shall be considered null and void for the Plan year and, therefore, not subject to reconciliation.

Aetna's remedies as described immediately above are liquidated damages and shall not be characterized as a penalty (collectively, the "Early Termination Fee"). Unless otherwise agreed in writing by the parties, such Early Termination Fee will be due and paid in full within sixty (60) days after the termination effective date.

**Late Payment Charges**

If the Customer fails to provide funds on a timely basis to cover benefit payments and/or fails to pay service fees on a timely basis as required in the Agreement, Aetna will assess a late payment charge. The current charges are outlined below:

i. Late funds to cover benefit payments (e.g., late wire transfers): 12.0% annual rate
ii. Late payments of Service Fees: 12.0%, annual rate

In addition, Aetna will make a charge to recover our costs of collection including reasonable attorney's fees. We will notify the Customer of any changes in late payment interest rates. The late payment charges described in this section are without limitation to any other rights or remedies available to Aetna under the Agreement or at law or in equity for failure to pay.

**Pharmacy Audit Rights and Limitations**

Customer is entitled to one annual Rebate audit, subject to the audit terms and conditions outlined in the Prescription Drug Services Schedule.

Customer is entitled to an annual electronic claim audit subject to standard pharmacy benefit audit practices and audit terms and conditions outlined in the Prescription Drug Services Schedule.

Pharmacy audits shall be conducted at the Customer's own expense unless otherwise agreed to between the Customer and Aetna.

## Aetna Pharmacy Program summary – Core Services

Unless otherwise specified, the services outlined below are available at no additional cost for our Customers and Members.

| PBM Services | |
|---|---|
| *Included in Core Services* | |
| **PBM Benefit Administration** | **Member Services** |
| • Maintenance Choice | • Member Services Call Center – Available 24/7 |
| • Aetna Standard Preventive Drug List (HDHP) | • Real-Time Benefits |
| • Aetna Standard Preventive Drug List (ACA) | • Aetna Health Mobile App and Internet Tools |
| • Integrated retail, mail and specialty claims with medical benefit claims in real-time<br>• Benefit Automation<br>• Loading Client Benefit Plan<br>• RxSavingsPlus Savings Program<br>• Generic Substitution/DAW Penalties | • Price-A-Drug Tool available at **aetna.com** or through our mobile app, Aetna Health |
| **Member Communication Materials** | **Customer Services** |
| • Initial Implementation benefits communication materials, printed and online support | • Claim funding and banking arrangements integrated with your Aetna medical plan |
| • Member specific e-mail communications | • Consultative services |
| • Aetna Integrated Pre- and Post-enrollment materials | • Education materials on key healthcare topics |
| • Clinical program member letters, including transition letters for formulary changes/updates | • Implementation support including eligibility loading and ongoing additions/deletions |
| • Informational brochures for using the CVS Caremark Mail Service Pharmacy, including order forms | • Regulatory and compliance support by specific line of business |
| • Member-specific formulary and plan design | • Meetings to discuss program performance |
| • Aetna Health website and app brochures | • Account Management<br>• Client Authorized Override<br>• Member Satisfaction Surveys<br>• Post Rejection Communications (PRC)<br>• Proactive Retail Refill Notice |
| **Claims Processing Services** | **Mail Service Pharmacy** |
| • Online, Point-of-Service (POS) claims adjudication with real-time integration with medical claims | • Use of CVS Caremark Mail Service Pharmacies<br>• Information System Infrastructure & Maintenance<br>• Profile/order form and return envelope<br>• Member counseling labels – drug specific<br>• First time fill prescription processing |
| **Online Customer Access** | |
| • Online Services (on-site eligibility maintenance and prior authorization overrides-viewing member claims history | |

- Website Access allowing customized dashboard creating for members--keep

## AETNA PHARMACY PROGRAM SUMMARY – CORE SERVICES

| Analytics and Reporting | |
|---|---|
| *Included in Core Services* | |
| **Analytic Support** | **Analytic Support cont.** |
| • Aetna Report Rx self-service reporting tool suite for up to 10 Customer users<br>• RxNavigator Self-Service Reporting Tool Suite<br>• E Tool Access (Self Service for Rx Insight Reports) | • Claim detail reporting combined with medical reporting through the new reporting tool, ART |
| • Account Team Supported Reporting<br>• Clinical Program Opportunity Analysis | • Quarterly clinical and financial reports based on aggregate customer utilization |

| Formulary | |
|---|---|
| *Included in Core Services* | |
| **Standard Formulary Administration** | **Standard Formulary Administration cont.** |
| • Formulary maintenance | • Rebate administration |
| • Formulary exclusions lists | • Point of Sale (POS) Rebates Type 3 |
| • Hyperinflation management | • Compound Management |

| Clinical Programs and Utilization Management Edits | |
|---|---|
| *Included in Core Services* | |
| **Clinical Solutions** | **Clinical Solutions cont.** |
| • Diabetic Meter Program<br>• Standard Utilization Management edits, including quantity limits and step therapy<br>• Pharmacy Advisor Support – Automatic refill and renewal programs | • Dose Optimization<br>• Core Medication Management: Closing Gaps in Medication Therapy<br>• Retrospective Safety Review<br>• Point of Sale (POS) Drug Safety Alerts |
| • Pharmacy Advisor Support – Adherence to Drug Therapy | • Member and Physician clinical education |
| • Smart Edit overrides | • Global safety edits |
| • Opioid safety edits | • Compound drugs management |
| • Maximum pay edits<br>• Mail Order DAW Solution | • Select OTC Coverage |

## AETNA PHARMACY PROGRAM SUMMARY – CORE SERVICES

### Specialty

*Included in Core Services*

#### Specialty Clinical Solutions

- Specialty Starter Fill

AccordantCare Specialty

- Proactively supports and empowers Members with rare conditions to manage their whole condition, not just adherence to their medication (beyond traditional specialty pharmacy care). Members identified by Aetna Specialty dispense for nine (9) specialty conditions. Available to Customers who use the Aetna Specialty Performance Network.

#### Specialty Benefit Administration

- Specialty Guideline Management (SGM) – criteria development and maintenance
- Specialty Copay Card Plan Designs
- Standard Specialty Product List
- Exclusive Specialty Grace Fill Member Letter (Under Member Communication Materials)

#### Specialty Support cont.

- Specialty Expedite
- Specialty Connect
- Digital - Secure Messaging
- First time fill prescription processing
- Specialty CareTeam
- Patient Assistance Program

#### Specialty Pharmacy

- Use of the CVS Specialty Pharmacy network with full integration of retail, mail and specialty claims
- Information System Infrastructure & Maintenance
- Member Onboarding
- Member counseling label – drug specific
- Supply Management Optimization (SMO (Exclusive and Preferred Specialty Customers)
- Specialty Connect
- Digital Secure Messaging
- Specialty Expedite
- Specialty CareTeam

### Digital

*Included in Core Services*

#### Standard Digital Services

- Open enrollment links
- Aetna.com configurations

#### Standard Digital Services cont.

- Single Sign on (SSO)
- Integrated medical and pharmacy websites

AETNA PHARMACY PROGRAM SUMMARY – CORE SERVICES

# Mandatory Fees

The services outlined below are associated with meeting federal, state, and local regulatory compliance requirements

| Regulatory Programs | Member Threshold, if any | Fee | Basis |
|---|---|---|---|
| **State Regulatory Impact Assessment**[1] | | $0.30 | Per Retail Claim Only |
| **Retail Network Pharmacy Third Party Appeal** | | Pass through Fees Per Review | |

[1]Applies to claims in select states with relevant regulatory requirements. The current list of states includes AL, AR, AZ, CO, DE, FL, GA, IA, LA, MD, MI, ND, NM, OK, SD, MS, NJ, TN, VA, TX, WA, WV, WY and is subject to change

## AETNA PHARMACY PROGRAM SUMMARY – ADDITIONAL SERVICES

| Custom Formulary | Fee | |
|---|---|---|
| **Custom Formulary and Maintenance**, including services such as:<br>• Custom UM Criteria<br>• Custom Exclusion Lists<br>• Custom Preventive Lists<br>• Hyperinflation Management<br>• Compound Management<br>• Net Cost Analysis and Consultation | $100,000 | |
| **Enhanced Safety, Adherence and Gaps in Care Programs** | **Fee** | **Basis*** |
| **Pharmacy Advisor Counseling at CVS Pharmacy** [1] | $0.25** | PMPM |
| **Pharmacy Advisor Counseling All Channels**[1] | $0.60** | PMPM |
| **Pharmacy Advisor Counseling Retail All Channels**[1] | $0.60** | PMPM |
| **Integrated Fraud and Safety Solutions** | $0.06 | PMPM |
| **Drug Savings Review (DSR)** (2:1 ROI over 1 year)[2] | $0.30 | PMPM |
| **Precertification** | **Fee** | **Basis** |
| **Clinical and Non-Clinical Review** | | |
| • Precertification | $45.00 | Per review |
| • Formulary Exceptions | $45.00 | Per review |
| • Wegovy Cardiovascular | $45.00 | Per review |
| **Specialty Precertification** | **Fee** | **Basis** |
| **Specialty Guideline Management (SGM) Precertification** | $45.00 | Per review |
| **Initial Reviews & Appeals** | **Fee** | **Basis** |

| | | |
|---|---|---|
| Initial Clinical and Non-Clinical Reviews, including Prior Authorization and Exceptions[4] | $45.00 | Per review |
| **Appeals** | | |
| • First Level Appeals | $100.00 | Per review |
| • Second Level Appeals | $500.00 | Per review |
| • Urgent Appeals (Combination of 1st & 2nd Level Appeals) | $600.00 | Per review |
| • External Review | $500.00 | Per review |
| **Vendor Transition Files** | **Fee** | **Basis** |
| **Termination files for all open mail service and specialty pharmacy refill files** (one test and two production files) | $5,200 | As listed |
| **Specialty User Report (SUR) – specialty pharmacy file** | $1,500 | Per file |
| **Refill Transfers upon termination** | $4,500 | Per file |
| **Precertification history** | $3,500 | Per file |
| **Accumulator files** | $1,000 | Per file |
| **Historical claims data** | $1,000 | Per file |
| **Additional Services** | **Fee** | **Basis** |
| **Custom programming** (includes customer-specific data file formats, reporting, or IT systems work) | $150 | Per Hour |
| **Standard on-going claim files to third-parties** (includes Universal Pharmacy Claim File) | $500 | $500 for initial set up and $500 per file for ongoing frequencies. |
| **Optional pre-transition Open Refill Transfer** | $1,500 | Per file |
| **Audit Claim Files for data over 24 months old** | $5,000 | Per file |
| **Open enrollment site: applicable link changes not included** | $150 | Per hour |

| | | |
|---|---|---|
| **Prior Authorization Microsite** | $150 | Per hour |
| **Prescription Drug Data collection - annual reporting** | $0.02 | PMPY |
| **Aetna Report Rx Self-Service Reporting Tool License over 10 Customer users** | $1,500 | Per License |
| **Caremark Cost Saver™ 3** | $0.00 | Optional |
| **Vaccine Program Management Fee** | $0.05 | PMPM |
| **Manual Claim Administration Fee** | $1.50 | Per claim |
| **Shipping and Handling of Temperature Sensitive Products** | $22.00 | Per Non-Specialty Mail Rx Temperature Sensitive |

## AETNA PHARMACY PROGRAM SUMMARY – ADDITIONAL SERVICES

| Additional Specialty Programs | Fee | Basis |
|---|---|---|
| **Custom Specialty Network** - When Accreditation Support is Required | Quoted Upon Request | |

Charges for services not identified above and/or changes in financial terms resulting from a change in the scope of services shall be quoted upon request.

Pricing noted above for programs not implemented within twelve (12) months from the time of pricing negotiations is subject to change.

**NOTES:**

[1] Pharmacy Advisor Counseling Additional Terms:

(a) Customer may terminate the Pharmacy Advisor Counseling program by providing Aetna at least 60-days prior written notice.

(b) The pricing described above for Pharmacy Advisor Counseling program is based on the following conditions:

(i) In the event Customer desires to include additional lines of business, implement a portion of the Plan Participants, or reduces the Plan Participants participating in the Pharmacy Advisor program, Aetna may revise pricing for the program.

(ii) Customer agrees to implement all the current conditions in Pharmacy Advisor Counseling: Asthma/COPD, Breast Cancer, Depression, Diabetes, Cardiovascular conditions, and Osteoporosis.

(iii) The above pricing reflects the current program and future program expansions may require an additional fee.

[2] Drug Savings Review Additional Terms:

Aetna guarantees that the gross customer savings realized from DSR Program over the first Clinical Program Year shall be 200% of the DSR Program fees paid by Customer during the first Clinical Program Year. For the subsequent Clinical Program Years, Aetna guarantees that the gross customer savings realized from DSR Program shall be 300% of the DSR Program fees paid by Customer during subsequent Clinical Program Years. "Clinical Program Year" means the twelve (12) month period commencing on the start date of the Drug Savings Review Program and each full consecutive twelve (12) month period thereafter that the Drug Savings Review Program is provided. In the event Aetna fails to meet the targeted savings, Customer shall be credited for any guaranteed savings short-fall following the end of the applicable Clinical Program Year, up to the amount of fees paid by Customer for the Drug Savings Review Program during the Clinical Program Year. Aetna calculates the guaranteed savings short-fall and reimburses Customer a portion of the fees paid based on the difference between the actual savings generated and the guaranteed savings, divided by the ROI guarantee amount. The amount of the fees

credited to Customer reduces the DSR Program Fees paid by Customer to an amount that satisfies the savings guarantee based on actual savings. Reconciliation will occur during the quarter after the conclusion of Clinical Program Year.

Aetna may revise the performance guarantee at time of reconciliation in a manner designed to account for membership shifts of 20% or more during the Clinical Program Year. The performance guarantee offered for the Drug Savings Review Program is conditioned on (1) Customer maintaining a monthly average of at least 1,500 Members throughout the Clinical Program Year and (2) Customer participating in the Drug Savings Review Program for the entire Clinical Program Year.

[3] Caremark Cost Saver™ **:** The pricing in the Pharmacy Service and Fee Schedule assumes the use of the Caremark Cost Saver™ program, under which Aetna may compare the price available under the Aetna contracted network with the price available through a non-Aetna contracted network if available for that pharmacy. If the price is lower through a non-Aetna contracted network (including an administrative fee paid to the third-party that contracts the network), the Claim will be processed through that network. These Claims are included in the reconciliation of all financial guarantees. In these instances, the prescription through retail may be less than the same Drug, dosage form, and dose through mail on the same day of adjudication.

[4] Reviews through the Specialty Guideline Management and Specialty Preferred Drug Plan Design programs will be charged this per review fee.

***DEFINITIONS:**

PMPM = Per Member Per Month

PEPM = Per Employee Per Month

****i**f retiree membership is over 15%, referral needed to review for custom pricing.

## AETNA PHARMACY PROGRAM SUMMARY – THIRD-PARTY SERVICES

The services outlined below are provided by third party providers.

| Optional Third-Party Services | Fee |
|---|---|
| **PrudentRx Copay Optimization**<br><br>• The PrudentRx offering minimizes the impact of manufacturer copay cards, targeting all Specialty Drugs, including highly utilized classes such as hepatitis C, autoimmune, oncology and multiple sclerosis, to drive maximum value for Customers while providing Members with $0 out-of-pocket costs.<br>• Customers contract directly with PrudentRx for this service.<br>• Program costs are a percentage of shared savings billed monthly by PrudentRx. Aetna does not charge any fees to Customer to support the PrudentRx Copay Optimization services. | Quoted by Prudent Rx upon request |

**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 #:** FY21-016 | **Bid Title:** Group Medical Insurance for School Board Employees |
| **Purchase Order #:** | **Product/Service Provided:** See above |
| **Supplier (Company) Name:** Aetna Life Insurance Company | |
| **Contact Name:** Cathy Aguirre | **Contact Phone #:** (954 )682 - 6677 |

## 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:** Dr. Dildra Martin-Ogburn | **Title:** Director | **Contact Phone #:** (754) 321 -3100 |
| **School/Department:** Benefits & Employment Services | | |
| **Participant's Signature:** Dildra Martin-Ogburn, Ph.D. | | **Date:** 08/21/2025 |

# PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS


January 30, 2025

**ADDENDUM NO. 1**

**RFP25-142**
**GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES (GROUP MEDICAL BENEFITS REFERS TO BOTH MEDICAL AND PHARMACY BENEFITS)**

**TO ALL PROPOSERS:**

**CALLED FOR MARCH 12, 2025 @ 2:00 PM**

This Addendum amends the above-referenced RFP in the following particulars only:

Attached are the responses to the questions received.

Replace these pages.
**DELETE:** Attachment L with 7 pages **INSERT:** Attachment L with 7 pages **– REVISED -**

This Addendum is for informational purposes only and need not be returned with your proposal. By virtue of signing the "Required Response Form", Section 1 of RFP25-142, Proposer certifies acceptance of this Addendum.

Sincerely,

Belinda Defoor

Belinda Defoor, BSME
Purchasing Agent III

Enclosures

## ATTACHMENT L - MEDICAL FINANCIAL RESPONSE FORM

### General Instructions

SBBC is requesting a minimum of 36-month flat rate ASO fee guarantee to provide all administrative services related to the medical portion stated in the RFP. Note, the fees in the initial Calendar Year (2026) shall be quoted on a Mature basis, i.e., fees/premiums are inclusive of 12-month run-out administration. Fees shall be quoted for a minimum for 2026, 2027 and 2028. All costs should be identified as a Per Employee Per Month (PEPM) or Per Member Per Month (PMPM) amount. If a program is included in the ASO fee but SBBC may opt-out of the program, the fee should NOT be included in the ASO fee, rather identified in one of the other fee sections and listed separately. Any fee for services that are non-optional must be clearly labeled as REQUIRED SERVICE. For example, if a particular health care management program is required to be in place for a trend or other guarantee to be valid, the service/program and fee must be marked REQUIRED SERVICE. Pricing components for the Pharmacy, which may be integrated with the Medical should be included in the applicable Pharmacy Workbook.

**Discrepancies found between this Attachment and the information provided in the Questionnaire, other attachments including executive summaries, sample marketing materials, presentations, sample employee communication materials, attached spreadsheets, and spreadsheet footnotes will be scored based on the response/fee that is most beneficial to SBBC. The final Agreement will reflect these services, rates, and other caveats prior to SBBC's execution. If a fee is not listed in this Attachment, it will be considered as no additional charge.**

### Projections

Based on the medical and pharmacy claim data provided in the repricing exercises and the membership provided in **Attachment R** in this RFP, please complete the following table based on proposed provider and pharmacy discounts and pharmacy rebate guarantees.

| Projections | Combined Plans and All Membership | | | |
|---|---|---|---|---|
| | 2026 | 2027 | 2028 | Comments |
| Projected Paid Medical Claims Annual | | | | |
| Projected Provider Compensation that is Charged back to SBBC (ACO or other value-based/bonus driven programs) | | | | |
| Projected Non-Claim Charges Billed Through Claim Wire or Funding Request (versus invoiced fees such as shared savings) | | | | |
| Projected Total Capitation Fees | | | | |
| Projected Paid Pharmacy Claims Annual Prior to Rebates | | | | |
| Projected Pharmacy Rebates | | | | |
| Projected Pharmacy Rebates - Based on Proposed Guaranteed Minimum Rebates | | | | |
| Projected Enrollment (Subscribers) | | | | |
| Projected Membership | | | | |

Confirm all the services outlined in **Scope of Services** are included in the PEPM ASO fees listed below. Yes_____ No_____. If no, please explain. Attach additional documentation if necessary. Include the name of the document below.

_____

_____

_____

Under Other in the table below, list all programs that are non-optional that have been described in the proposal. See Cost Containment section later in this document to provide fees for programs currently in place at SBBC and may be continued at SBBC's discretion. Provide question number or other location in the Proposal that describes programs being quoted.

| ASO Fees | 2026 | 2027 | 2028 | Comments / Described in Question Number |
|---|---|---|---|---|
| Base ASO Fee | | | | |
| COBRA Administration – pepm | | | | |
| Other: | | | | |
| | | | | |
| | | | | |
| **Total ASO Fee** | | | | |

Please provide the following:

| ASO Fees | Fee | Fee Escalator |
|---|---|---|
| ASO Fee 2029 | | |
| ASO Fee 2030 | | |

SBBC currently offers a High Deductible Health Plan (HDHP paired with a Health Savings Account (HSA)). Please provide an HSA plan administration fee.

| HSA Fee | Fee | Fee Basis |
|---|---|---|
| HSA Fee Administration | | |

**Capitated Services**

List any services that are under a capitated fee arrangement. It is assumed the fees shown are on a PMPM basis unless noted otherwise. If there are capitated fee arrangements, a supplement attachment describing all services covered under the capitation and all CPT codes covered under the capitated arrangement is required. Please include the attachment with this Attachment. Note, electronic monthly utilization data is required for all capitated services for full transparency. Performance guarantees have been included on reporting the utilization data.

Attachment Name(s):_____

| Capitated Services Description | 2026 | 2027 | 2028 | Billed through? Invoice/Wire |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**Cost Containment Fees**

Proposer is to demonstrate innovative and proven cost containment programs to help SBBC and its covered members proactively lead a healthy life. Listed below are programs SBBC may currently have in place or may want to include in the future. SBBC may elect to include any of the programs proposed, but is not obligated to unless noted as required by the proposer in the ASO fee section above. Complete the following table with programs identified in your proposal that will help manage overall costs. Indicate the basis (PEPM, PMPM, PPPM, etc.) and how the program charges will be billed. It is assumed these program fees are guaranteed for at least 3 years.

Indicate if otherwise. Also note the questions where the program and the return on investment (ROI) guarantee, if any, are described. Programs are listed by current program name. Adjust accordingly.

| Cost Containment Programs | Fee | Fee Basis | Optional? | Billing Methodology (Invoice/Wire) | Described in Question(s)? | ROI Guarantee? |
|---|---|---|---|---|---|---|
| Shopping Tools with Incentives (example SmartShopper)<br>Program: _____ | | | Yes | | | |
| NIA High Tech Radiology Pre-Authorization<br>Program: _____ | | | Yes | | | |
| Virtual Physical Therapy<br>Program: _____ | | | Yes | | | |
| Women's Health Care Programs<br>Program: _____ | | | Yes | | | |
| Healthy Expectations Pregnancy<br>Program: _____ | | | Yes | | | |
| Prescription for Healthy Living Diabetes Drug Discounts<br>Program: _____ | | | Yes | | | |
| Pharmacy Programs (such as Prudent RX) | | | | | | |
| Weight Watchers | | | | | | |
| Other: | | | | | | |

**Wellness Program**

SBBC has the WalkingSpree wellness program as described in the RFP and will continue the program in 2026. List any other wellness programs included in the proposal that SBBC may elect to include but not obligated. It is assumed these program fees are guaranteed for at least 3 years.

| Wellness Program Features | Fee | Fee Basis | Billing Methodology (Invoice/Wire) | Described in Question(s)? | Comments |
|---|---|---|---|---|---|
| WalkingSpree – reflect the fee that would be charged to SBBC for this program. | | | | | |
| Personal Health Assessments | | | | | |
| Biometric Screening | | | | | |
| Health and Wellness Fairs | | | | | |
| Newsletters | | | | | |
| Educational Seminars | | | | | |

| Wellness Program Features | Fee | Fee Basis | Billing Methodology (Invoice/Wire) | Described in Question(s)? | Comments |
|---|---|---|---|---|---|
| Fitness workshops and classes | | | | | |
| Telephonic Coaching | | | | | |
| Discount Gym Program | | | | | |
| Wellness Mobile App | | | | | |
| Other: | | | | | |
| | | | | | |

**Disease Management and Other Point Solution Programs**

SBBC has several disease management programs listed below. Please provide fees for each and include any additional programs that may be beneficial to SBBC. SBBC may elect to include any of the programs proposed, but not obligated to unless noted as a required by the Proposer. It is assumed these program fees are guaranteed for at least 3 years.

| Disease Management / Point Solutions | Fee | Fee Basis | Optional? Y/N | Billing Methodology (Invoice/Wire) | Described in Question(s)? | Comments |
|---|---|---|---|---|---|---|
| Asthma | | | | | | |
| Coronary Artery Disease | | | | | | |
| Diabetes / Pre-Diabetes | | | | | | |
| Chronic Obstructive Pulmonary Disease (COPD) | | | | | | |
| Congestive Heart Failure | | | | | | |
| Dyslipidemia / Hyperlipidemia | | | | | | |
| Hypertension | | | | | | |
| Tobacco Use | | | | | | |
| Weight Management | | | | | | |
| Stress | | | | | | |
| Other: | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

**Shared Savings Fees**

Please list any program where billed charges are negotiated and a portion of the negotiated savings is retained by your organization. This includes negotiation items such as out-of-network providers, COB, subrogation, discount guarantees, etc. Also include any other review program resulting in a reduction in SBBC's claim liability and the percentage or per case fee that is retained by your organization. This includes items such as any bill review, high-cost drug review, etc. Include an estimate of the total amount that will be retained by your organization (on a percentage or fixed fee basis) on a PEPM basis. This is to be a realistic estimate based on the enrollment count shown in the Projections section of this document and provided claim information. If data provided is insufficient, the estimate should be based on South Florida experience. It is assumed these program fees are guaranteed for at least 3 years.

Note, if a fixed PEPM fee is charged for any of the above reviews, include the fixed fee in lieu of the percent of savings retained.

| Shared Savings Programs | Fee % or Fixed Fee Amount | Optional? Y/N | Billing Methodology (Invoice/Claims) | Maximum Charge per Incident | Estimate of Retained Savings PEPM |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**Miscellaneous Other**

Please list any other fees programs and services not included elsewhere in this Attachment. Note, if SBBC needs to or chooses to supplement services by utilizing outside vendors, vendor interface fees should be shown below. It is assumed these program fees are guaranteed for at least 3 years.

| Miscellaneous Other | Fee | Fee Basis | Optional? Y/N | Billing Methodology (Invoice/Claims) | Described in Question(s)? | Comments |
|---|---|---|---|---|---|---|
| MDLive or other Telehealth Program<br>Program Name_____ | | | | | | |
| No Surprise Act Administration | | | | | | |
| On-Site Kiosk | | | | | | |
| Dependent Eligibility Audit (cost per audit) | | | | | | |
| Ad-hoc Reporting | | | | | | |
| Data Interface Fee Range – Any Carve-Out Vendors | | | | | | |
| On-Site mobile mammogram van | | | | | | |
| Other On-Site Services | | | | | | |
| On Spot Dermatology | | | | | | |
| Third Party Vendor Interface | | | | | | |
| COBRA Administration – billing options other than PEPM | | | | | | |
| Ad-Hoc Reporting | | | | | | |
| Specific Stop Loss at $1 million | | | | | | |
| Stop Loss for Gene Therapy Medications/Services | | | | | | |

| Miscellaneous Other | Fee | Fee Basis | Optional? Y/N | Billing Methodology (Invoice/Claims) | Described in Question(s)? | Comments |
|---|---|---|---|---|---|---|
| Stand alone Gene Therapy Services | | | | | | |
| Surgical Carveouts<br>Type of surgery:_____ | | | | | | |
| Enhanced customer service concierge models | | | | | | |
| Data Warehouse Fees | | | | | | |
| Virtual Healthcare Access Fee | | | | | | |
| Direct Primary Care | | | | | | |
| Other | | | | | | |

**Guarantees**

Please provide the attachment name for any guarantee included in the medical portion of the proposal.

| Guarantees | Attachment Name |
|---|---|
| Medical Trend | |
| Medical Discount | |
| Provider Recruitment | |
| Custom Network Development | |
| Other: | |
| | |
| | |
| | |

**Staff Allowances**

Please provide the PEPM amount included in your ASO fee for each required staff position.

| Staff Allowances | 2026 | 2027 | 2028 | Comments |
|---|---|---|---|---|
| One on-site, EAP Administrator (SBBC Staff Member) | | | | |
| One on-site Wellness Coordinator (SBBC Staff Member) | | | | |
| Two off-site, Wellness Managers (Proposer Staff Member) | | | | |
| One off-site, Wellness Facilitator (Proposer Staff Member – funded out of the Wellness fund) | | | | |
| Three on-site, full-time customer service representatives and equipment (Proposer Staff Members) | | | | |

| Staff Allowances | 2026 | 2027 | 2028 | Comments |
|---|---|---|---|---|
| Other: | | | | |
| | | | | |

**Fee Holidays and Allowances**

Please provide all holidays and allowances included in your proposal. The list below is an example of such credits and allowances.

| Fee Holidays and Allowances | 2026 | 2027 | 2028 | Comments / Description |
|---|---|---|---|---|
| ASO Fee Holiday | | | | |
| Implementation Credit | | | | |
| General Allowance | | | | |
| Wellness Allowance | | | | |
| Medical Audit | | | | |
| Pharmacy Audit | | | | |
| Implementation Audit | | | | |
| Communication Allowance | | | | |
| Other: | | | | |

# PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS


2/10/2025

**ADDENDUM NO. 2**

**RFP25-142**
**GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES (GROUP MEDICAL BENEFITS REFERS TO BOTH MEDICAL AND PHARMACY BENEFITS)**

**TO ALL PROPOSERS:**

**CALLED FOR MARCH 12, 2025 @ 2:00 PM**

This Addendum amends the above-referenced **RFP** in the following particulars only:

Attached are the responses to the questions received.

Replace these pages.
**DELETE:** Page 14 of 70 **INSERT:** Page 14 of 70 **– REVISED -**

This Addendum is for informational purposes only and need not be returned with your proposal. By virtue of signing the "Required Response Form", Section 1 of **RFP 25-142** Proposer certifies acceptance of this Addendum.

Sincerely,

Belinda Defoor
Belinda Defoor, BSME
Purchasing Agent III

## QUESTIONS & ANSWERS

- **QUESTION #1:** How much is the allotted budget for the resulting contract?

  **ANSWER TO QUESTION #1: Each Proposer is responsible for reviewing the entire RFP to determine what their cost will be to administer the SBBC's Medical Benefits Program.**

- **QUESTION #2:** Who is current broker of record?

  **ANSWER TO QUESTION #2: SBBC does not contract with Insurance Brokers. Gallagher Benefit Services, Inc. currently serves as the SBBC's Benefits Consultants.**

- **QUESTION #3:** Your current self funded plan is through Aetna, do they include stop-loss or reinsurance?

  **ANSWER TO QUESTION #3: No.**

- **QUESTION #4:** Is there a definition page for terms? For example Proposer vs Medical Proposer?

  **ANSWER TO QUESTION #4: No.**

- **QUESTION #5:** pg 9 3.0 refers to Carve-outs, are you open to offer another plan design for the dependents?

  **ANSWER TO QUESTION #5: Currently, SBBC's Premier, Premier Plus and Premier Choice Medical Plans all have the option for employees to elect to add their dependent(s), if desired. In addition, SBBC has a unique Kids Only Plan, ages 5-26.**

- **QUESTION #6:** What is the average employee out of pocket yearly medical expense?

  **ANSWER TO QUESTION #6: SBBC's average employee out-of-pocket annual medical expense for calendar year 2024 is $600 per month.**

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

-REVISED-

## SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

claim review, data inquiries, and verification of employee eligibility to support the members enrolled in your plan, at no additional cost to SBBC. Medical Awardee must maintain at least three (3) full-time onsite employees, at all times, at SBBC Benefits Department.

4.2.11 Proposer must provide SBBC with two (2) dedicated Wellness Managers funded by Proposer, as the Proposer's employee. The work location of the Wellness Managers to be determined by SBBC.

4.3 **Evaluation Criteria – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):** 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 5.0 for proposals submitted. Proposers are cautioned to read this section carefully and respond with complete information that will assist the Evaluation Committee in evaluating the proposal submitted. Proposers are requested to respond in the format, and organizational structure stated and to refrain from including promotional or advertising materials in their proposals. The maximum allowable points (See Section 5.0) 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 the entire proposal.

4.3.1 **Proposer's Experience & Qualifications:**

4.3.1.1 **Executive Summary:** Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of the RFP.

4.3.1.2 **Company Profile:**

A. Size of the organization. Show the personnel structure (flow chart) of your organization.
B. The number of years in business.
C. The number of years of experience providing administering self-funded medical and pharmacy Plans.
D. State if the organization has operated under any other name(s).
E. Is the organization local (Broward, Miami-Dade, or Palm Beach Counties), regional or national.

4.3.1.3 **Location of Servicing Office**: Provide the location of the office from which services will be performed and the number of staff employed at this location, including the name of each individual in charge.

4.3.1.4 **References**: Provide a minimum of three references, clients either past or current, for whom Proposer has provided Group Medical Insurance Plans. References shall include, at a minimum, the client and/or School District's name and address, contact name, contact telephone number, and scope of services provided by the Proposer. (See **Attachment D** to be provided with the proposal)

4.3.1.5 **Litigation:** Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three (3) 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.

**This concludes Addendum No. 1 for RFP 25-142 – GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES (GROUP MEDICAL BENEFITS REFERS TO BOTH MEDICAL AND PHARMACY BENEFITS)**
**All other terms and conditions remain the same.**

# PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS


2/19/2025

**ADDENDUM NO. 3**

**RFP25-142**
**GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES (GROUP MEDICAL BENEFITS REFERS TO BOTH MEDICAL AND PHARMACY BENEFITS)**

**TO ALL PROPOSERS:**

**CALLED FOR MARCH 12, 2025 @ 2:00 PM**

This Addendum amends the above-referenced **RFP** in the following particulars only:

Attached are the responses to the remainder set of questions received, prior to the deadline noted in Section 2.0.

This Addendum is for informational purposes only and need not be returned with your proposal. By virtue of signing the "Required Response Form", Section 1 of **RFP 25-142** Proposer certifies acceptance of this Addendum.

Sincerely,

Belinda Defoor
Belinda Defoor, BSME
Purchasing Agent III

## QUESTIONS & ANSWERS

---

- **QUESTION #1:** Can you confirm if you are looking for a $1,000,000 ISL for Traditional Stop Loss.

  **ANSWER TO QUESTION #1: Yes, to determine if this product is cost effective to purchase at a later date. This will be at SBBC's sole option.**

---

- **QUESTION #2:** We can offer a traditional Stop Loss policy with limited gene therapy (with lasering), or a full Gene Therapy policy, but offering both is non-standard. Which one would you like us to provide?

  **ANSWER TO QUESTION #2: SBBC is looking to review both options and determine at a later date if SBBC is interested in purchasing one or the other type of products.**

---

- **QUESTION #3:** If you would like the full Gene Therapy only quote, what Individual Stop Loss (ISL) level would you like us to provide- $30,000, $250,000 or $400,000

  **ANSWER TO QUESTION #3: $250,000.**

---

- **QUESTION #4:** Section 4.3.1.4 References asks for bidders to provide three references for Group Disability Insurance Plans. Please confirm that SBBC would accept three references for Group Medical Benefits (both Medical and Pharmacy Benefits) for this Group Medical Benefits RFP.

  **ANSWER TO QUESTION #4: Confirmed. The reference in Section 4.3.1.4 was a typographical error and was corrected in Addendum 2, requesting references for Group Medical Benefits.**

---

- **QUESTION #5:** Do you require coverage for any of the three dedicated onsite resources when they are on vacation or leave?

  **ANSWER TO QUESTION #5: Yes, for extended vacation periods lasting more than two (2) consecutive days and for Onsite Representatives that may take a leave of absence.**

---

- **QUESTION #6:** In section 6.7.3.4 you state bidders must response to all sub-sections of the RFP. Can you confirm this would just be all the items asked for in Section 4.0 (Information to be included in the submitted proposal)?

  **ANSWER TO QUESTION #6: Please refer to the Proposer's Submittal Checklist to ensure that your Proposal is complete.**

---

- **QUESTION #7:** Currently SBBC has a non-standard banking arrangement that funds weekly (discussed in Question 136). Please confirm SBBC would like to continue this non-standard banking arrangement? Is there any additional grace period required?

  **ANSWER TO QUESTION #7: Confirmed.**

---

- **QUESTION #8:** Your kids plan is unique in nature, as the kids are enrolled on their own subgroup, with the first enrolled child being coded as the primary subscriber. Are there any anticipated changes in the current arrangement?

  **ANSWER TO QUESTION #8: No, there are no anticipated changes at this time.**

---

- **QUESTION #9:** Can you confirm page numbering can be restarted within different sections and documents?

  **ANSWER TO QUESTION #9: Confirmed.**

---

- **QUESTION #10:** Can you confirm the hard copies are also due by the stated due date and time for the Demand Star Submission?

  **ANSWER TO QUESTION #10: Confirmed.**

---

- **QUESTION #11:** A bid amount is required in Demand Star, but we would not know final amount until any optional services are determined, and open enrollment occurs. Should we put $0.01 for now?

  **ANSWER TO QUESTION #11: No. Your bid amount must be entered into DemandStar, as noted. The RFP provides adequate information to calculate costs. Please note that the District's Annual Open Enrollment is "passive", meaning if employees do not make any changes, their benefits will rollover, effective January 1st.**

---

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

- **QUESTION #12:** Demand Star is currently set up to only allow for one Required document as the "Proposal Document", which can be any format (pdf, zip, etc.). There is another section that allows for "Supplemental Documents", and it appears we can upload multiple documents in this section. The RFP contains a variety of document types, including several excel exhibits (repricing, disruptions, plan designs) which would need to be included separately, and requests for audited financial statements, which are long documents. Can Bidders upload just the *Section 1.0 Required Response form* document to the Proposal Document section, and then upload all the other documents separately to the Supplemental Documents section, or would you like us to zip everything together and upload to the Proposal Documents section?

  **ANSWER TO QUESTION #12: Yes. Bidders can upload all attachments and proposal into the Supplemental Documents section of Demandstar.**

---

- **QUESTION #13:** Section 7.61 asks bidders to seal any information they consider as confidential in a separate envelope. How should this be accounted for in Demand Star? Should bidder take all the confidential items, and upload them as a separate zip file in the Proposal Documents section? Should the Confidential Information also be included in the original proposal documents, or removed from the originals and only included separately?

  **ANSWER TO QUESTION #13: Bidders are to stamp confidential documents as "CONFIDENTIAL" and upload separately in the Supplemental Documents section.**

**This concludes Addendum No. 3 for RFP 25-142 – GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES (GROUP MEDICAL BENEFITS REFERS TO BOTH MEDICAL AND PHARMACY BENEFITS)**
**All other terms and conditions remain the same.**

# PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS


5/12/2025

**ADDENDUM NO. 4**

**RFP25-142**
**GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES (GROUP MEDICAL BENEFITS REFERS TO BOTH MEDICAL AND PHARMACY BENEFITS)**

**TO ALL PROPOSERS:**

This Addendum amends the above-referenced **RFP** in the following particulars only:

- Change of location for the Evaluation Committee Meeting. The meeting will now be held at: **10200 Sunset Strip, Sunrise, FL 33322 (Nob Hill Soccer Club) at 9:00am**.

This Addendum is for informational purposes only and need not be returned with your proposal. By virtue of signing the "Required Response Form", Section 1 of **RFP 25-142** Proposer certifies acceptance of this Addendum.

Sincerely,

Belinda Defoor
Belinda Defoor, BSME
Purchasing Agent III

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**
www.BrowardSchools.com

**The School Board of Broward County, Florida**

Debra Hixon, Chair
Sarah Leonardi, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Brenda Fam, Esq.
Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn

January 29, 2025

Dear Prospective Proposers,

**SUBJECT:** **Instructions to Proposers**
**Request for Proposals (RFP): RFP25-142 – Group Medical Benefits for School Board Employees (Group Medical Benefits refers to both Medical and Pharmacy Benefits)**

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals in response to the RFP for Group Medical Benefits for School Board Employees (Group Medical Benefits refers to both Medical and Pharmacy Benefits). Any questions regarding this RFP should be addressed to Belinda Defoor, in writing via e-mail at Belinda.Defoor@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 & 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 ensure that your Proposal 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:

**EMERGING/SMALL/MINORITY/VETERAN/WOMEN BUSINESS ENTERPRISE (ESMVWBE) CERTIFICATION AND PARTICIPATION (See Attachment A)** SBBC has implemented an ESMVWBE 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 continues to adversely affect the participation of ESMVWBE in School Board agreements. SBBC - Certified ESMVWBE vendors utilized for this Agreement must be certified by SBBC's Economic Development and Diversity Compliance (EDDC) Department prior to the submission of the Proposal. **For information on ESMVWBE Certification or Policy 3330, contact SBBC's EDDC at 754-321-0770 or visit http://www.browardschools.com/EDDC**.

- **NON-MANDATORY PROPOSERS' CONFERENCE**

A Proposers' Conference will be held on (**SEE SECTION 2.0 – CALENDAR**) **beginning at 10:00 a.m.** Representatives from all interested companies are encouraged to attend. (See Section 3.3)

- **REQUIRED RESPONSE FORM**

Section 1.0 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 4.0. SBBC reserves the right to reject and not consider any proposal that is not organized and does not contain all the information outlined in Section 4.

- **DUE DATE**

Proposals are due electronically (e-bidding through DemandStar) on the date and time stated in **Section 2.0 - Calendar**. In order to have your proposal considered, it must be electronically submitted and received on or before the date and time due. Proposals received after 2:00 p.m. ET on the date due will not be considered; **late Proposals will not be accepted**.

- **STATEMENT OF "NO RESPONSE"**

If you are **not** submitting a proposal in response to this RFP, please complete **Section 9.0 -** Statement of "No Response" and return it via email to Belinda.Defoor@browardschools.com. Your response to the Statement of "No Response" is very important to Procurement & Warehousing Services when creating future RFPs.

Thank you for your interest in SBBC. Again, if you have any questions, please email me at the email address stated above.
Belinda Defoor
Purchasing Agent III

# PROPOSER'S SUBMITTAL CHECKLIST

Use the following table to verify that your Proposal (vendor's response to this RFP) includes all items and is completed as instructed.

| Item # | Proposal Response Item | Located on RFP Page # | Completed? | Located in Proposal on Page # |
|---|---|---|---|---|
| 1 | Section 1.0 – Required Response Form – **Response Required** | 5 | ☐ | |
| 2 | Section 4.2 – Minimum Eligibility – **Response Required for Sections 4.2.1 and 4.2.2** | 13 | ☐ | |
| 5 | Section 4.3.2 – Scope of Services – Provide your firm's ability to comply with each item. **Response Required** | 15 | ☐ | |
| 6 | Attachment A – EDDC Forms – **Response Required** | 39 | ☐ | |
| 7 | Attachment B – Conflict of Interest Form – **Response Required** | 40 | ☐ | |
| 8 | Attachment C – Debarment Form - **Response Required** | 41 | ☐ | |
| 9 | Attachment D – References - **Response Required** | 43 | ☐ | |
| 10 | Attachment E – Workers' Compensation Affidavit Form (if applicable) | 44 | ☐ | |
| 11 | Attachment F – Affidavit Regarding the Use of Coercion for Labor and Services - **Response Required** | 45 | ☐ | |
| 12 | Attachment G – Drug-Free Workplace Form - **Response Required** | 46 | ☐ | |
| 13 | Attachment H – W-9 Form - **Response Required** | 47 | ☐ | |
| 14 | Attachment I – SBBC Sample Agreement – For Viewing Purposes Only | 48 | ☐ | |
| 15 | Attachment J – Business Associate Agreement - For Viewing Purposes Only | 60 | ☐ | |
| 16 | Attachment K – Medical Questionnaire - **Response Required** | 69 | ☐ | |
| 17 | Attachment L – Medical Financial Response Form - **Response Required** | 69 | ☐ | |
| 18 | Attachment M – Pharmacy Workbook – **Response Required** | 69 | ☐ | |
| 19 | Attachment N – Current Plan Design Form - **Response Required** | 69 | ☐ | |
| 20 | Attachment O – Performance Standards and Guarantees - **Response Required** | 69 | ☐ | |
| 21 | Attachment T - Medical Claims Repricing – **Response Required** | 69 | ☐ | |
| 22 | Attachment U - Top Utilized Facilities/Providers – **Response Required** | 69 | ☐ | |

# REQUEST FOR PROPOSALS (RFP)
# RFP25-142

# Group Medical Benefits for School Board Employees (Group Medical Benefits refers to both Medical and Pharmacy Benefits)

| | |
|---|---|
| RFP Release Date: | **SEE SECTION 2.0 - CALENDAR** |
| Non-Mandatory Proposer's Conference: | **SEE SECTION 2.0 - CALENDAR**<br>Section 3.3 |
| Written Questions Due: | **SEE SECTION 2.0 - CALENDAR**<br>in Procurement & Warehousing Services Department |
| Proposals Due: * | DUE DATE Proposals are due electronically (e-bidding Through DemandStar) on the date and time stated in Section 2.0 – Calendar. In order to have your proposal considered, it must be electronically submitted and received on or before the date and time due. Proposals received after 2:00 p.m. ET on the date due will not be considered; **late Proposals will not be accepted**. |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**Procurement & Warehousing Services Department**
**7720 W. Oakland Park Boulevard, Suite 323**
**Sunrise, Florida 33351-6704**

**These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure that 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 Director of EEO/ADA 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 EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158*

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| | | |
|---|---|---|
| | The School Board of Broward County, Florida<br>**PROCUREMENT & WAREHOUSING SERVICES**<br>7720 West Oakland Park Boulevard, Suite 323<br>Sunrise, Florida 33351-6704<br>754-321-0505 | **REQUEST FOR PROPOSAL**<br>**(RFP)** |

| | | | |
|---|---|---|---|
| **DUE DATE:** This proposal must be submitted electronically via DemandStar on or before 2:00 p.m. Eastern Time (ET):<br>**3/12/2025**<br>and plainly marked with the RFP number and title. Proposal(s) submitted electronically or received after the date and time stated above will not be considered for award. Faxed, hard copies, and/or emailed Proposals are not allowed and will not be considered for award. | **RFP NO.:**<br>**RFP25-142** | **RELEASE DATE:**<br>**1/29/2025** | **PURCHASING AGENT:**<br>Belinda Defoor<br>Belinda.Defoor@browardschools.com |
| | **RFP TITLE:**<br>**GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES (GROUP MEDICAL BENEFITS REFERS TO BOTH MEDICAL AND PHARMACY BENEFITS)** | | |

## SECTION 1.0 – REQUIRED RESPONSE FORM

**MUST BE COMPLETED BY ALL PROPOSERS**

**NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this proposal.**

| | | | |
|---|---|---|---|
| Proposer's (Company) Name: | | **"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to an address other than as stated on the left, please complete the section below. | |
| "Doing Business As" if applicable: | | ☐ Check this box if the address is the same as stated on the left. | |
| Address: | | Address: | |
| City: | | City: | |
| State: | Zip: | State: | Zip: |
| Telephone Number: | | **Proposer's Taxpayer Identification Number:** | |
| **Contact Person**: | | Contact Telephone Number: | |
| **Contact Person's E-Mail Address:** | | | |

**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 offered 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 3800, as well as School Board Policy 1080, 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 an 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 the proposal submitted.**

_____ _____

**Electronic or Handwritten Signature of Proposer's Authorized Representative** Date

_____ _____

Name of Proposer's Authorized Representative Title of Proposer's Authorized Representative

THIS FORM MUST HAVE AN ELECTRONIC OR HANDWRITTEN SIGNATURE IN ORDER TO BE CONSIDERED FOR AWARD. FAILURE TO SIGN THIS FORM SHALL RESULT IN DISQUALIFICATION OF THE ENTIRE PROPOSAL.



Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

# SECTION 2.0 – CALENDAR

| | |
|---|---|
| January 29, 2025 | Release of RFP25-142 |
| February 4, 2025 | *Non-Mandatory Proposer's Conference<br>**IN PERSON**<br>TSSC Annex (former Bank of America Building)<br>The conference will be at:<br>7770 West Oakland Park Blvd., Sunrise, Florida 33351-6704 at 10:00 a.m. ET<br>Virtual Proposer's Conference is also available at:<br>**VIRTUAL MEETING**<br>Join the meeting now<br>Meeting ID: 251 009 844 033<br>Passcode: 8QV2Ww7w<br>Or call in (audio only) +1-754-216-1864<br>Phone Conference ID: 524 193 563# |
| February 5, 2025 | Written questions due on or before 5:00 p.m. ET<br>in Procurement & Warehousing Services Department |
| March 12, 2025 | *Proposals are due electronically (e-bidding through DemandStar) on the date and time stated in Section 2.0 – Calendar. In order to have your proposal considered, it must be electronically submitted and received on or before the date and time due. Proposals received after 2:00 p.m. ET on the date due will not be considered; late Proposals will not be accepted. As noted above, SBBC is no longer accepting the submittal of proposals in hard copy format as the original; **however, SBBC is requesting three (3) full hard copies, which are not considered an official original proposal for purposes of the Proposal opening.**<br><br>Please deliver the three (3) hard copies to: Belinda Defoor<br>Procurement & Warehousing Services Department<br>7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 |
| May 14, 2025 | *Evaluation Committee reviews proposals, negotiates and<br>makes recommendations for awards. Meeting to be held at:<br>**IN PERSON**<br>TSSC Annex (former Bank of America Building)<br>7770 West Oakland Park Blvd., Sunrise, Florida 33351-6704 at 9:00 a.m. ET<br>Any questions asked by Committee Members to a specific Proposer about their proposal and negotiation(s) are closed-door session(s) and are not open to the public per Section 286.0113(2), Florida Statutes.<br>**VIRTUAL MEETING**<br>Join the meeting now<br>Meeting ID: 251 552 952 302<br>Passcode: sN3BJ2J7<br>Or call in (audio only) +1-754-216-1864<br>Phone Conference ID: 759 163 534# |
| May 19, 2025 | Posting of Recommendation @ 3:00 PM on DemandStar and<br>Procurement & Warehousing Services Department |

* *These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure that 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 Director of EEO/ADA 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 Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.*

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

# SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION

3.1 **Introduction:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC" or "District") desires to receive proposals from qualified proposers for Group Medical Benefits for School Board Employees (Group Medical Benefits refers to both Medical and Pharmacy Benefits).

SBBC is the sixth largest school district in the United States and covers approximately 23,529 active, full-time employees, over 620 retirees of which approximately 175 are Medicare eligible and 1,256 enrolled in plans in which children only can enroll. There are approximately 26,899 total members. All full-time employees are eligible to participate including active employees, dependents, retirees, retirees' dependents, and domestic partners.

SBBC currently is self-funded for both the medical and pharmacy benefits through Aetna and offers employees multiple plan options. SBBC utilizes the Aetna platform, which has a national provider network. In 2018, SBBC made several plan design changes with the Premier Plus and Premier Plans. Iin addition, SBBC eliminated the Consumer Driven Option and replaced this option with a High Deductible plan and a Health Savings Account. SBBC offers a Premier Plus Open Access HMO, a Premier Plan Open Access HMO and a Premier Choice High Deductible Plan Option that currently meets the Health Savings Account criteria. Each of the options run on a calendar year (Plan Year).

In addition to the above-mentioned plans, SBBC offers a Kids Basic and Kids Enhanced Plan Option that provides medical coverage for children ages 5 to 26. Each of the options run on a calendar year (Plan Year). There are approximately 1,112 children currently enrolled in the Basic Kids Plan and 153 children enrolled in the Enhanced Kids Plan. Kids Only Plan membership is approximately 1,600, as more than one child of an employee may be enrolled. SBBC Kids Plans are unique to SBBC and are fully paid for through employee contributions. SBBC has offered a Group Kids Plans since 1995 that are available to individual children of SBBC employees, retirees, COBRA, and domestic partners. Children are eligible for the Kids Plan, only if the employee/retiree is enrolled in one of SBBC's medical plans.

In November, 2024, SBBC partnered with its current carrier Aetna to implement a new Wellness Platform through WalkingSpree. The Platform provides benefit eligible employees various types and levels of exercises on demand, such as walking, yoga, cardio activities, dance, nutrition recipes, etc. SBBC will continue to fund this platform out of the wellness fund. SBBC intends to continue the WalkingSpree Program in 2026; therefore, Proposers must be able to contract with WalkingSpree in order for the program to continue.

Pharmacy benefits are currently included within the existing ASO Agreement. SBBC currently does not carry specific or aggregate reinsurance coverage. As part of this RFP, SBBC during the term of the Agreement, at SBBC's sole option, may opt to purchase reinsurance coverage.

SBBC has included, in **Attachment N**, the current plan designs of all existing plan options. Proposers should also identify any existing SBBC benefits, benefit limitations or system limitations that the Proposer cannot administer and would require manual processing on the current plan designs, within **Attachment N**. Please note that any changes to plan designs are subject to labor negotiations.

SBBC is seeking Proposals from interested parties to offer a self-funded program that has an integrated medical and pharmacy benefits and in addition, SBBC is also seeking proposals from pharmacy benefit companies for carve out/stand-alone pharmacy benefits. At the sole discretion of SBBC, SBBC reserves the right to contract with one or more vendors independently or contract for multiple plans from the same vendor(s). The Proposers are requested to quote on a self-funded option only for either an integrated approach and/or stand-alone approach. In order to properly evaluate the financial impact of these options, this RFP requests the cost and utilization data necessary to properly model and forecast the programs being proposed. Proposers who do not provide the requested information may be negatively impacted during the evaluation process.

SBBC will contract directly with insurance companies, pharmacy benefit managers and health maintenance organization providers. SBBC will not contract with independent agents or independent third parties acting as agent or broker. All Proposers must comply with all applicable Florida Statutes. The contracted vendor(s) will be responsible for billing all self-

## SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION (continued)

pay enrolled members such as retirees and those enrolled through COBRA. The Awardee(s) will also be responsible for administering the HSA plan to which the Board contributes $500 for employee only and $1,000 for employees with one or more dependents per year annually.

SBBC reserves the right to negotiate services and benefits each Plan Year, including but not limited to:

- Carving out pharmacy benefits and/or specialty pharmacy
- Carving out advanced imaging services
- Carving out behavioral health
- Carving out wellness and disease management programs
- Developing creative programs in conjunction with the Awardee, SBBC and local hospital systems including possible direct contracting
- Using high performance networks in conjunctions with the Awardee, SBBC and the local hospital systems or Proposers existing high-performance networks
- Using Accountable Care Organizations (ACO's) or similar models/programs
- Redesign of benefit plans and contributions models
- Other creative cost savings programs

Currently, SBBC contributes 100% of the premium equivalent rates for employee only coverage for each of the three Premier plans. The enrollee pays 100% of the additional cost for dependent coverage. The contribution strategy for 2026 has not been determined. SBBC, at its sole option, can change or modify the current contributions strategy. SBBC remits its portion over a 12-month period. Any amounts above SBBC's portion (employee only coverage) are deducted and remitted based on the employee's work calendar (i.e., 18, 20 or 24 payroll deductions) on a self-bill basis.

SBBC permits employees to opt-out of the self-funded medical program and provides those who opt-out of coverage an amount of $750 annually. Currently, there are approximately 2,032 employees that opt out of the SBBC medical coverage.

At SBBC's sole option, SBBC may contract with one vendor for both Medical and Pharmacy or one vendor for Medical and one vendor for Pharmacy to provide all of the requested services, even if vendor delivers the requested services through a bundled arrangement. SBBC will not contract with independent agents or brokers to provide these services. All Proposers must be in compliance with all applicable Florida Statutes.

Gallagher Benefit Services, Inc. will be providing consultant services to SBBC in relation to this RFP (Refer to General Conditions Section 7.66).

The School Board of Broward County, Florida, Supplier Diversity Outreach Program, works to increase the participation of Emerging, Small, Minority, Veteran, and Women Business Enterprises (E/S/M/V/WBE). It is the intent of the Supplier Diversity Outreach Program to have a diverse group, as well as an equitable distribution of E/S/M/V/WBEs participating in any award of this Proposal. To be considered for the greatest amount of evaluation points for E/S/M/V/WBE participation, the Proposer must provide information on the specific certified E/S/M/V/WBE vendor(s) that will be used on any contract award for services described in this RFP. The Proposer should include the specific elements of work each E/S/M/V/WBE vendor(s) will be responsible for performing, and the percentage of the total contract value, refer Attachment A for links to Form 00470, Statement of Intent to Perform as an S/MWBE Subcontractor, and Form 00475, Small Minority Women Business Enterprise Subcontractor Participation Schedule. For a list of certified E/S/M/V/WBEs, **visit** www.browardschools.com/page/59879 .

3.2 **Questions & Interpretations:** Any questions concerning any portion of this RFP must be submitted in writing to Belinda Defoor Procurement & Warehousing Services via e-mail to Belinda.Defoor@browardschools.com. Any questions requiring a response that amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers. No information given in any other manner will be binding on SBBC.

# SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION (continued)

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** of the date listed in Section 2.0 – Calendar. Questions received after this date and time may not be answered. 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 **NON-MANDATORY PROPOSERS' CONFERENCE:** A Proposers' Conference will be held on the date and time listed in Section 2.0 – Calendar. Representatives from all interested companies are encouraged to attend. The proposer's conference is also available through Microsoft Teams. Virtual Conference information is listed in Section 2.0 – Calendar.

The purpose of the Proposers' Conference is to allow prospective Proposers to bring forth questions they may have, to allow prospective Proposers to be aware of questions other Proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective Proposers in preparing the best and most comprehensive proposal for submission to SBBC. Questions submitted will be answered to all Proposers via Addenda. All questions shall be submitted in accordance with Section 3.2 - Questions and Interpretations. Any information given by any party at the Proposers' Conference is not binding on SBBC. Only the information provided in the RFP or via Addenda shall be considered by Proposers.

In addition, a representative from the SBBC Supplier Diversity & Outreach Program may be present to address questions regarding E/S/M/V/WBE participation.

3.4 **Contract Term:**

(a) The purpose of this RFP is to establish a contract commencing on **January 1, 2026, or the date of award, whichever is later, and continuing through December 31, 2028**. In the event that the award of a contract under this RFP is delayed by administrative proceedings for a Proposal protest, SBBC may choose at its sole discretion to revise the start and end dates of the awarded contract to provide the original contract term. As stated herein, 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. SBBC and Awardee may, by mutual agreement, when exercising the option terms provided herein, extend the Agreement for a term period less than the full one (1) year option term. The Benefits Department will, if considering renewing, request a letter of intent to renew from each Awardee before the end of the current contract period. The Awardee will be notified when the School Board has acted upon the recommendation.

(b) When a subsequent Agreement award process for the award of the goods or services sought under a competitive solicitation is stopped due to the filing of a formal written protest, SBBC reserves the right to extend this Agreement beyond the expiration of the two (2) term extensions, and 180 calendar day term extension, awarded under this RFP for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until the new Agreement award under protest can be approved by SBBC.

3.5 **Price Adjustments: Prices offered shall remain firm through the first three (3) years of the contract.** A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted in writing 270 days before the renewal anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price (i.e. ASO fee) adjustment invoiced without written approval from SBBC shall not be paid, and the invoice will be returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment.

3.5.1 The Director, Procurement & Warehousing Services, may, in the Director's sole discretion on behalf of the SBBC, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require the vendor to provide irrefutable evidence that ALL the following circumstances exist:



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## SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION (continued)

a. The volatility is due to causes wholly beyond the vendor's control and
b. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
c. The effect on pricing or availability of supply is substantial and
d. The volatility so affects the vendor that continued performance of the contract would result in a substantial loss.

Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing.

3.6 **Submittal of Proposal:** Submit proposals in accordance with Section 4.0. Proposals should be organized and shall include the necessary information to be in full compliance with this Section. To facilitate the proposal evaluation process, special attention should be paid to organizing proposals in a manner consistent with Section 4.0. The proposals submitted electronically, e-bidding through DemandStar should include the documents requested. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 4.0, or that does not include any necessary information.

3.7 **Evaluation & Award:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of the entire proposal and shall not be considered for further evaluation. Those proposals that meet the Minimum Eligibility Requirements shall be further evaluated and scored by an Evaluation Committee. Special Conditions found in Section 6.3 – Minimum Insurance Requirements and General Section 7.1 - **Liability, are NOT subject to negotiation 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 4.0 and in accordance with the evaluation criteria established in Section 5.0 for Categories:

a) Experience and Qualifications;
b) Scope of Services;
c) Cost of Services;
d) Supplier diversity & outreach program participation;
e) Local Community Outreach;
f) First time EDDC Certified E/S/M/V/WBE prime bidder.

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# SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

The entire proposal packet must be submitted electronically via the e-bidding platform DemandStar. All proposals must be neatly typed on 8 1/2" X 11" page size, with normal margins and spacing. It should be noted that the SBBC is no longer accepting the submittal of proposals in hard copy format as the original; however, SBBC is requesting three (3) full hard copies, which are not considered an official original proposal for purposes of the Proposal opening. **All proposals must be submitted electronically via DemandStar.**

Proposals must be received by the deadline for receipt of proposals specified in this RFP Calendar (Section 2).

Please note that proposals must be submitted to and received by SBBC on the date and at the time indicated in **Section 2. Proposal response submission to the Procurement and Warehousing Services Department via DemandStar on or before the stated time and date will be solely and strictly the Proposer's responsibility. SBBC will not in any way be responsible for delays in the Proposer's submission of their proposal.**

Proposals must bear the electronic or handwritten signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a proposal by a Proposer will be considered by SBBC as constituting an offer by the Proposer to perform the required services at the stated prices.

## 4.1 Response format

To maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below. Include all the information requested herein in your proposal.

4.1.1 **Title Page:** Include RFP Number, subject, the name of the Proposer, address, telephone number, and date.

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 **Required Response Form:** (Section 1.0 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 the proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.

4.1.5 **Other Names:** State under what other or former name(s) the Proposer is currently operating under or has operated under.

4.1.6 **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:

Awardee's Representative for Notices:

Name/Title:_____

Mailing Address:_____

Email and Phone:_____

With a Copy To:

Name/Title:_____

Mailing Address:_____

Email and Phone:_____

## SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.2 **Minimum Eligibility Requirements:** The 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. To be considered for an award and to be further evaluated, the Proposer must meet or exceed the following criteria as of the opening date of the proposal. **Failure to provide or clearly state the information requested below will result in the disqualification of the proposal.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgment for each item below. **The requested information below must be numbered as indicated below and be included in "this section" of your submitted proposal; do not place this information in any other section of your proposal.**

4.2.1 Proposers must meet or exceed the requirements of General Conditions Section 7.1, Liability. Will your company meet or exceed the requirements as written in Section 7.1 for this Agreement? ☐ Yes ☐ No **Do not check both boxes.**
**Failure to agree to the requirements of General Conditions Section 7.1 of the RFP shall cause a proposal to be non-responsive and ineligible for an award under this RFP.**

4.2.2 Proposers must meet or exceed the requirements of Section 6.3, Minimum Insurance Requirements. Will your company meet or exceed the requirements as written in Section 6.3 for this Agreement? ☐ Yes ☐ No **Do not check both boxes. Failure to agree to the requirements of Special Conditions Section 6.3 of the RFP shall cause a proposal to be non-responsive and ineligible for an award under this RFP.**

4.2.3 Complete and return, with your proposal, **Attachment B – Conflict of Interest** of the RFP. **This is a required document.**

4.2.4 Complete and return, with your proposal, **Attachment C – Debarment** of the RFP. **This is a required document.**

4.2.5 Complete and return, with your proposal, **Attachment F** - Affidavit **Use of Coercion for Labor and Services** of the RFP. **This is a required document.**

4.2.6 All Proposers must be licensed in the State of Florida. Provide a copy of your current license and/or certificate that allows Proposer to provide the services being requested through this RFP.

4.2.7 If Proposer is an insurance carrier, the Proposer must be licensed to provide coverages in the State of Florida with an A.M. Best rating of A- or higher and a financial size category of VI or larger.

4.2.8 Three (3) years of **independent audited** financial statements must be provided if Proposer is an insurance company and cannot comply with 4.2.7 or if Proposer is not an insurance company.

4.2.9 Medical Proposer must share in the cost of providing the following SBBC staff and services on an annual basis that include an onsite EAP Administrator and Wellness Coordinator, a targeted onsite health and wellness program and other wellness initiatives. A total cost of $1,500,000 will be billed to the Medical Awardee on an annual basis, which can be paid quarterly, semi-annually or annually and will be considered a Wellness Fund.

The Wellness Fund will cover the cost of the WalkingSpree Wellness Program, other Wellness Initiatives, Wellness Fairs throughout the District and an on-site Wellness Coordinator. The Proposer will work with SBBC to develop a job description for the Wellness Coordinator, including posting, interviewing and hiring for this position. This position will be funded out of the wellness fund established under Section 4.2.9 of this RFP.

4.2.10 Medical Proposer must provide onsite staffing, to be located at SBBC for member services (on a full-time basis, five days per week) including computer terminals to be installed at SBBC's Benefits Department for medical

## SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

claim review, data inquiries, and verification of employee eligibility to support the members enrolled in your plan, at no additional cost to SBBC. Medical Awardee must maintain at least three (3) full-time onsite employees, at all times, at SBBC Benefits Department.

4.2.11 Proposer must provide SBBC with two (2) dedicated Wellness Managers funded by Proposer, as the Proposer's employee. The work location of the Wellness Managers to be determined by SBBC.

4.3 **Evaluation Criteria – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):** 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 5.0 for proposals submitted. Proposers are cautioned to read this section carefully and respond with complete information that will assist the Evaluation Committee in evaluating the proposal submitted. Proposers are requested to respond in the format, and organizational structure stated and to refrain from including promotional or advertising materials in their proposals. The maximum allowable points (See Section 5.0) 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 the entire proposal.

4.3.1 **Proposer's Experience & Qualifications:**

4.3.1.1 **Executive Summary:** Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of the RFP.

4.3.1.2 **Company Profile:**

A. Size of the organization. Show the personnel structure (flow chart) of your organization.
B. The number of years in business.
C. The number of years of experience providing administering self-funded medical and pharmacy Plans.
D. State if the organization has operated under any other name(s).
E. Is the organization local (Broward, Miami-Dade, or Palm Beach Counties), regional or national.

4.3.1.3 **Location of Servicing Office**: Provide the location of the office from which services will be performed and the number of staff employed at this location, including the name of each individual in charge.

4.3.1.4 **References**: Provide a minimum of three references, clients either past or current, for whom Proposer has provided Group Disability Insurance Plans. References shall include, at a minimum, the client and/or School District's name and address, contact name, contact telephone number, and scope of services provided by the Proposer. (See **Attachment D** to be provided with the proposal)

4.3.1.5 **Litigation:** Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three (3) 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.

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# SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 **EVALUATION CRITERIA – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):**

4.3.2 **Scope of Services & Performance Specifications:** The scope of services & performance specifications listed are requested as part of the RFP. By providing a proposal, Proposer agrees to comply with the Scope of Services & Performance Specifications. Proposers are instructed to indicate a response to ALL service requirements below and specifications contained in this section in the order listed using the same numbering system. If the Proposer leaves the response section(s) blank, it shall indicate that the Proposer agrees and fully complies with each Scope of Services & Performance Specifications of the RFP.

The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply, comply with deviations or not comply or provide with the technical requirements of this section of the RFP may result in deductions in the allocation of points by the Evaluation Committee. Deviations to the Scope of Services must be fully stated in this section of your proposal and may or may not be accepted by the Evaluation Committee.

| | Scope of Services & Performance Specifications | Yes, Can Fully Comply | Yes, but with Stated Deviations | No, Cannot Fully Comply |
|---|---|---|---|---|
| 4.3.2.1 | Provide customer service lines with a 1-800 Area Code for all members, including actives, and retirees. | | | |
| 4.3.2.2 | Comply with federal guidelines for Cafeteria Plans pursuant to IRS Code Section 125, the Patient Protection and Affordable Care Act (PPACA), the Age Discrimination in Employment Act (ADEA), American Disabilities Act (ADA), Medicare Secondary Payer, HIPAA, COBRA, CARES Act and Inflation Reduction Act, GINA, PDA as well as any other applicable federal requirements and all state mandated benefits. | | | |
| 4.3.2.3 | Awardee agrees to provide a bilingual Customer Service Representative or translation service at no additional cost, if requested by SBBC. In addition, Awardee will provide all communication pieces in English, Spanish and Haitian / Creole. | | | |
| 4.3.2.4 | Accept SBBC's self-billing statement. The process is as follows: On the summary page of the report, total employee fees will be reflected as well as the number of employees by plan in each level of coverage (i.e., employee only, employee + 1 or family). Refunds will be made provided written termination is received from SBBC no later than sixty (60) days after the effective date of the change. | | | |
| 4.3.2.5 | No currently covered members will lose coverage, as a result of a change in vendor. | | | |
| 4.3.2.6 | Provide SBBC with a minimum of 60 days' notice for any voluntary or non-voluntary hospital terminations, provider terminations and/or ancillary terminations including the number of members affected. In addition, provide notice if provider reimbursement levels change by more than 3%. | | | |

| | Scope of Services & Performance Specifications | Yes, Can Fully Comply | Yes, but with Stated Deviations | No, Cannot Fully Comply |
|---|---|---|---|---|
| 4.3.2.7 | Awardee should agree to supply SBBC with standardized reports upon request. These reports will include, but will not be limited to, member-specific information, member enrollment information and/or claim reports. | | | |
| 4.3.2.8 | SBBC will be given access to review claim payments for timely payment and correctness, as well as allow SBBC the right to an independent annual audit by a third party. The third party shall be selected by SBBC. | | | |
| 4.3.2.9 | During the first year of the contract you will perform a full dependent Eligibility Audit at no cost to SBBC, including the verification of all existing dependents' eligibility (requesting and verifying all documentation from each dependent), request documentation and verification of data for all change in status requests, and request documentation and verification of all new hires throughout the year. | | | |
| 4.3.2.10 | If selected as an Awardee, Awardee will work with SBBC to ensure Awardee can utilize SBBC data transfer specifications. | | | |
| 4.3.2.11 | I.D. cards will be mailed annually directly to the employee's home, with the postage costs to be paid by the Awardee(s). I.D. card information includes: SBBC logo; Subscriber Name; PCP, Specialist, RX Copays, Hospital Copays and dependents names. If SBBC elects to carve out the pharmacy program to a stand-alone pharmacy benefit manager, SBBC would like to continue to have one ID card that contains the Medical and Rx data. Provide a sample of your ID card. The format and any additions or changes to I.D. cards shall be approved by the Benefits Department. | | | |
| 4.3.2.12 | The Benefits Department shall review and approve **all** communication materials, including direct mailing. Postage and production costs are to be paid by the Awardee. | | | |
| 4.3.2.13 | Awardee agrees to provide an extension of 180 days beyond the expiration date of the renewal period at the same rates/fees as the previous 12-month period as outlined in of the RFP. | | | |
| 4.3.2.14 | Awardee will assist in creating and maintaining a benefits portion of the Benefits video for all new hires and employees at no cost to SBBC. The video is produced by SBBC and the Awardee is responsible for providing information, presentations, and speakers to be included in the video. | | | |
| 4.3.2.15 | Awardee commits to maintain sufficient support to service SBBC. | | | |
| 4.3.2.16 | Awardee will provide employee communication materials as requested and approved by SBBC. | | | |
| 4.3.2.17 | Awardee(s) must have systems that support timely resolution of member complaints. | | | |

| | Scope of Services & Performance Specifications | Yes, Can Fully Comply | Yes, but with Stated Deviations | No, Cannot Fully Comply |
|---|---|---|---|---|
| 4.3.2.18 | Provide dedicated personnel for overall Account Management and Customer Service to SBBC staff. Response times to SBBC staff inquires of one business day or less. | | | |
| 4.3.2.19 | Provide qualified personnel to attend (in person) and participate in meetings as needed. | | | |
| 4.3.2.20 | Provide dedicated personnel for billing and reconciliation at a minimum of one time monthly onsite for internal reporting needs. | | | |
| 4.3.2.21 | All documents that will require signature by SBBC or its representative upon award must be included with your proposal in signature ready format. Any such documents that are not included with your proposal will not be executed. Proposer must complete Proposer Submittal Checklist. | | | |
| 4.3.2.22 | Awardee agrees to participate and share in the cost of a SBBC annual employee survey. The cost to the Awardee will not exceed $20,000 annually. | | | |
| 4.3.2.23 | If selected as an Awardee, you will need to participate in open enrollment, health fairs, and share in the cost of the materials and supplies for open enrollment. The cost of the materials and supplies will be pro-rated between the Awardee(s) and SBBC based on enrollment. For the 2025 open enrollment period, there were 20 virtual meetings. The total cost for 2025 open enrollment materials were $17,100 for all carriers (i.e. medical, dental, vision, etc.) | | | |
| 4.3.2.24 | Each recommended Proposer agrees to all terms and conditions of SBBC's Sample Agreement and HIPAA Business Associate Agreement as stated in **Attachments I and J.** The minimum eligibility must be accepted with no stated deviations. | | | |
| 4.3.2.25 | Provide direct billing and FRS coordination for retirees, retiree dependents, overage dependents, Retirement Incentive Programs (RIP/RAP) and COBRA to SBBC. Remit all collected monies to SBBC with supporting documents on a monthly basis. | | | |
| 4.3.2.26 | Provide full COBRA and HIPAA administration services. | | | |
| 4.3.2.27 | Member handbooks and Summary Plan Document are to be mailed, in a timely manner, as requested by employee directly to the employee's home, with postage costs to be paid by the Awardee(s). In addition, Awardee(s) should supply several hard copies and electronic copies of the Summary Plan Document to be placed on SBBC's website. | | | |
| 4.3.2.28 | Awardee(s) will provide temporary ID cards through Awardee(s) website. | | | |
| 4.3.2.29 | Awardee(s) will develop and provide the Summary of Benefits and Coverage for each plan annually. | | | |

| | Scope of Services & Performance Specifications | Yes, Can Fully Comply | Yes, but with Stated Deviations | No, Cannot Fully Comply |
|---|---|---|---|---|
| 4.3.2.30 | The Awardee(s) shall agree that if a grievance or appeal is denied by said Awardee(s), the employee will be permitted to meet with the Awardee(s) in person | | | |
| 4.3.2.31 | There will be no balance billing to any SBBC member above and beyond the contracted fees. | | | |
| 4.3.2.32 | If selected as an Awardee, Awardee will be required to provide access to an online electronic provider directory. | | | |
| 4.3.2.33 | Agree to provide the SBBC's designated consultant quarterly data dumps/transfers that will be accessible by the consultant to analyze and respond to the SBBC's inquiries, of the SBBC's claims and eligibility, at no cost to the SBBC, within 30 days of the close of the quarter a format specified by the SBBC or designated consultant. | | | |
| 4.3.2.34 | SBBC or their representatives will be given access to review claim payments for timely payment and correctness including a data feed of all claims as requested. | | | |
| 4.3.2.35 | Awardee(s) will continue to provide services beyond the Agreement termination date, to include but not limited to:<br>Claims adjudication for services incurred prior to the termination date, Transition of Care, Audits, Grievances, Medicare Part D, Reporting, Customer Service, Reconciliations and Other Services necessary to facilitate transition. | | | |
| 4.3.2.36 | Work cooperatively with SBBC, as requested, in providing complete accurate claims, eligibility data, or other requested data:<br>1. For an annual audit by a Third-Party firm hired by SBBC; and<br>2. With carve-out Awardee(s); and<br>3. For regulatory filings (such as the State of Florida 112.08 and GASB 45); and<br>4. For Medicare Part D attestation by SBBC's Actuary; and<br>5. For the Retiree Drug Subsidy submission to CMS; and<br>6. For any governmental request for data or audit (e.g., Medicare, Medicaid); and<br>7. For Dependent Eligibility Verification; and Collection of dependent SSN data as needed for CMS. | | | |

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| | Scope of Services & Performance Specifications | Yes, Can Fully Comply | Yes, but with Stated Deviations | No, Cannot Fully Comply |
|---|---|---|---|---|
| 4.3.2.37 | The Awardee(s) shall agree to provide approval for a 60-day supply of prescription medication, as allowable under federal laws to those members leaving the service area for an extended time period, which shall be defined as a period exceeding 30 days. This approval shall be given in a manner sufficient to ensure the employee's ability to obtain said 60-day supply of medication before he or she leaves the service area. | | | |
| 4.3.2.38 | Accept and retain full delegation of fiduciary responsibility. This includes, but not limited to, all levels of appeals and external appeals, including all of the Proposer's subcontractors. | | | |
| 4.3.2.39 | Awardee(s) will facilitate, collect, administer and provide necessary reporting for all HealthCare Reform fees at no cost SBBC. | | | |
| 4.3.2.40 | SBBC offers telehealth services. Awardee(s) has telehealth/physician services such as WebMD, Teledoc, behavioral health, dermatology, etc. | | | |
| 4.3.2.41 | Upon SBBC request, Awardee agrees to provide Biometric services to SBBC locations, (in the past, 145 locations) along with an electronic website for employee scheduling. SBBC reviews and approves the Health Risk Assessment document prior to release. | | | |
| 4.3.2.42 | Formulary Changes - Quarterly provide SBBC with at least a 60-day written notice prior to each quarter of any proposed changes for upcoming Plan Year, (except in cases where the drug is removed from the Food and Drug Administration approved listing). Including a financial impact and member impact of such changes for SBBC to review. Said 60-day notice is to commence when received in SBBC's Benefits Department. The Awardee(s) shall also notify each contracted physician and member of changes as well as provide this information in the Awardee's quarterly newsletter to members. SBBC reserves the right to grandfather such proposed formulary changes. | | | |
| 4.3.2.43 | Agree the Proposer will comply with Senate Bill 1550. | | | |
| 4.3.2.44 | Agree to timely (i.e., annually or when changes in data or legislation occur) review the SBBC's programs and experience to make recommendations for potential savings to SBBC and submit Proposer's recommendations to SBBC, in writing, with quantified financial and administrative details, cost impacts, member impact and return on investment for consideration. SBBC may consider the recommendations and further negotiate with the Proposer to incorporate into the Program, any or all the recommendations, at SBBC's sole discretion. | | | |

| | Scope of Services & Performance Specifications | Yes, Can Fully Comply | Yes, but with Stated Deviations | No, Cannot Fully Comply |
|---|---|---|---|---|
| 4.3.2.45 | Confirm there shall be no minimum participation requirement levels, nor corresponding adjustments to fees due to changes in participation levels because of the RFP process or during the term of the Agreement, including exercised renewal options, if any. | | | |
| 4.3.2.46 | Agree to allow SBBC to contract with carve-out vendors at any time that offer innovative solutions to providing high-quality, cost-effective services to its members. | | | |
| 4.3.2.47 | Agree SBBC may to change its contribution strategy at any time during the term of the Agreement and agree the Proposer's fees and fee guarantees for the Plan administration will not change. | | | |
| 4.3.2.48 | Agree to administer the run-out claims for 12 (twelve) months upon termination and that this service is included in your proposed fees for both the medical and pharmacy claims. If pharmacy is carved out, then both the Medical Awardee and Pharmacy Awardee will each agree to administer the run-out claims for 12 (twelve months). | | | |
| 4.3.2.49 | Agree to provide credit to the SBBC for medical and pharmacy rebates on a quarterly basis and any interest incurred. Agree that 100% of earned rebates shall be credited to SBBC even if the Agreement resulting from this RFP is terminated. Confirm timely, quarterly reporting will be provided to SBBC showing metric of rebates, earned dates and paid dates. | | | |
| 4.3.2.50 | Agree to pursue Coordination of Benefits (COB) before payment of claims. Agree to administer potential subrogation on a "pay, then pursue" basis. Subrogation action shall not be pursued against SBBC for Workers' Compensation claims that have been denied by the SBBC. Agree to provide a report quarterly on claims that have been recovered, including the total amount, amount of recovery, fee charged, and the amount reimbursed to SBBC. | | | |
| 4.3.2.51 | Agree to coordinate directly with Medicare, on behalf of retirees, in processing Medicare supplement plan claims. Agree to proactively pursue Medicare COB for ESRD and disabled members. Agree to provide annual reporting to SBBC. | | | |
| 4.3.2.52 | Agree that fraud prevention and detection procedures shall be maintained by the selected Awardee, including appropriate reporting to authorities and adequately staffed based on volume of claims for the Awardee's entire book of business. | | | |
| 4.3.2.53 | Agree to provide all necessary data, reporting and reconciliation support as needed for SBBC to comply with the Patient Protection and Affordable Care Act, and any other Acts/Laws at no cost to SBBC. | | | |

| | Scope of Services & Performance Specifications | Yes, Can Fully Comply | Yes, but with Stated Deviations | No, Cannot Fully Comply |
|---|---|---|---|---|
| 4.3.2.54 | Agree to allow the SBBC, or its representative the right to perform an annual audit of all medical utilization management files, financial and rebate data, and any other information relevant to SBBC's account. The results of this independent audit will determine damages, in addition to recoveries, for failure to meet Performance Guarantee Standards. Agree to maintain appropriate internal audit procedures for claims and customer service administration. Agree to additional audits of Benefit Programs such as pre-disbursement audits, audits of selected providers, and audits of specific services. | | | |
| 4.3.2.55 | Agree to an annual audit and/or market check of the pharmacy benefit management services inclusive of the rebate agreements. | | | |
| 4.3.2.56 | Agree to provide a dedicated implementation team with sufficient depth that includes, at a minimum:<br>a) Benefit programming<br>b) Eligibility and ID card programming<br>c) Communication specialist for development open enrollment materials as well as SPDs and SBCs<br>d) Account manager and back-up account manager accessible at all times<br>e) Team to manage initial open enrollment questions<br>f) Systems to ensure eligibility file layouts and transfers<br>g) Systems to accept and convert current carrier data<br>h) Systems to ensure all divisions are included (such as union indicator)<br>i) Transition of care team – pregnancy, prior authorizations, catastrophic, for both medical and pharmacy, | | | |
| 4.3.2.57 | Agree to provide education and online health savings tools/mobile app, to help workforce make smarter health care decisions and to reduce financial burden. | | | |
| 4.3.2.58 | Have a technology-enabled solution to support reduction in cost of care through an accountable care delivery system. The intent is also to enable timely, value-based health care decisions that accomplish better health outcomes, costs, and improved patient/physician satisfaction, shifting focus from volume to value. Proposers to submit examples of cost savings delivery items along with quantified savings calculations as industry best practices. Benchmarked savings to comparable governmental organizations should be presented. | | | |

| | Scope of Services & Performance Specifications | Yes, Can Fully Comply | Yes, but with Stated Deviations | No, Cannot Fully Comply |
|---|---|---|---|---|
| 4.3.2.59 | Confirm Awardee has technology in place for members to access all their medical records in a single location, without needing to navigate multiple provider systems. Agree that the data belongs to the member and the member can access the data after leaving the SBBC, share data with other providers, download data and can grant access to providers. | | | |
| 4.3.2.60 | Confirm Awardee has advocate services 24/7/365 to assist members in understanding their health, managing conditions, assist with providing both local, community and other resources available to members to assist with improving their overall health. In addition, assist with setting up appointments with cost efficient providers and services. | | | |
| 4.3.2.61 | Agree to inform SBBC throughout the term of the Agreement of new unique innovate programs and providing related member and cost impacts to SBBC. SBBC will have the sole option to implement these programs. | | | |
| 4.3.2.62 | Confirm Proposer will provide full pricing and utilization transparency for all claims including but not limited to those paid under fee-for-service, capitated or value-based arrangements, and/or services provided by an Accountable Care Organization (ACO), processed by third parties and details on claims subject to shared savings. Confirm that for any services that are under a capitated arrangement, monthly utilization reporting will be provided and is subject to performance guarantees. | | | |

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# SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 **EVALUATION CRITERIA – Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation:**

4.3.3 **Cost of Services:** Complete the applicable **Attachment L**, Medical Financial Response Form for each plan/program offered. The Financial Response Form is being provided in an electronic format through DemandStar. Failure to respond may result in a reduction of points in the evaluation process or your Proposal being determined as non-responsive.

4.3.4 **Performance Standards and Guarantees**: Complete the Performance Standards/Guarantees contained in **Attachment O** of this RFP. The Performance Standards/Guarantees is being provided in an electronic format through DemandStar. Failure to respond may result in a reduction of points in the evaluation process or your Proposal being determined as non-responsive. SBBC reserves the right to negotiate through the Committee any and all performance standards and guarantees with the Awardee.

4.3.5 **SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION**

**ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC):** 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, and the results of the 2023 Disparity Study conducted by Keen Independent Research (KIR). The provisions of the Policy shall apply to all competitive solicitations for Construction, Architectural & Engineering, Professional Services, Goods and Other Services, and any resulting contract documents, including change orders and amendments. For information on E/S/V/M/WBE Certification, contact The Economic Development and Diversity Compliance Department at 754-321-0770 or visit www.browardschools.com/eddc.

**Nondiscrimination:** Each Proposer/Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the Proposer/Bidder 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 to this Bid, 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/Bidder on this solicitation and terminate any contract awarded based on the response as a condition of submitting a response to SBBC, the Proposer/Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330.

**Industry–Specific Remedial Affirmative Procurement Initiative (API): Goal Setting Committee (GSC) has assigned the following API:**

In accordance with SBBC Policy No. 3330, and the results of the 2023 Disparity Study conducted by Keen Independent Research the GSC has established an ***Evaluation Preference For Prime Bidders***. This API is applied, whereas low price is not the only factor considered in contract award, the GSC may reserve from fifteen up to a maximum of twenty (15-20) points of the total available evaluation points for award to a respondent that is a certified E/S/V/M/WBE firm.

**The Evaluation Preference for "Prime Bidders: The SBBC shall award a maximum of Fifteen (15) points, to Prime Bidder/Proposer(s) for EDDC Certified E/S/V/M/WBE subconsultant/subcontractor(s) participation commitment. Points will be awarded based on the EDDC Evaluation Points Table.**

**Documentation and Certification:**

**In Order to receive Preference Points**,
The following Documents must be completed and submitted with Proposal:

- Document 00471 – Bidder/Proposer Assurance Statement must be completed and submitted with Proposal
- Document 00470 – Statement of Intent to Perform as a S/M/WBE Subcontractor
- Document 00475 – SMWBE Subcontractor Participation Schedule
- Copies of the subcontractor/subconsultant(s) EDDC Certificate, or Letter of Certificate

# SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

To access the list of current E/S/V/M/WBE certified firms and information on how to become certified, visit https://www.browardschools.com/sdop.

**Reporting Requirements:**

**MANDATORY** - **Post-Award Monthly Compliance Monitoring/Reporting Requirements:**
Proposals that result in contracts being awarded must fully participate and comply with the EDDC Program Requirements.

If awarded, ALL awardees shall log into the SDOP Management System powered by B2Gnow.
Prime vendors must report all revenue and payment sources generated from the contract, and all payments made to E/S/V/M/WBE subcontractors must be reported by the 10th of every month.

**NOTE**: In addition, any changes to the utilization and/or subcontracting plan, as well as any substitutions, deletions, and/or terminations, must be approved in advance and in writing by the EDDC Department.

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# SECTION 5.0 – EVALUATION OF PROPOSALS

5.1 **Evaluation Committee:** The Evaluation Committee (hereinafter referred to as "Committee") shall evaluate and score all proposals received that meet or exceed Section 4.2, Minimum Eligibility Requirements, 6.3 Minimum Insurance Requirement and Section 7.1 Liability, according to the following criteria and Section 5.3, the Evaluation Process:

| CATEGORY | MAXIMUM POINTS |
|---|---|
| A. Proposer's Experience & Qualifications | 25 |
| B. Scope of Work | 30 |
| C. Cost of Services | 30 |
| D. Supplier Diversity Outreach Program Participation | 15 |
| E. Local Community Outreach (Benefits Department) | 5 |
| F. First time EDDC Certified E/S/M/V/WBE Prime Bidder | 5 |
| **TOTAL** | **110** |

***Note: Evaluation points for "Category D" shall be provided by the EDDC Department.***
***The SBBC shall award a maximum of Fifteen (15) points, to Prime Bidder/Proposer(s) for participation, as noted below.***

| *EDDC EVALUATION POINTS TABLE* | |
|---|---|
| *< 3%* | *ZERO (0)* |
| *> 3% - ≤ 5%* | *5 - POINTS* |
| *> 5% - < 10%* | *10 - POINTS* |
| *≥ 10%* | *15 - POINTS* |

***An Additional Five (5) Points (for a total of 20 points) to first-time EDDC Certified ESVMWBE Prime Bidder(s).***

***Evaluation points for Category E - Local Community Outreach****: Five (5) Evaluation Points will be awarded for Local Community Outreach. Evaluation for the Local Community Outreach initiative will be provided by the Benefits Department.*

***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."***

5.2 **Technicalities:** Failure to respond, provide detailed information, or 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 (1) responsive proposal is received, the Committee will proceed without scoring the one (1) 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."

5.3 **Evaluation Process:** The evaluation processes will be conducted in sequential steps as described below. Evaluation of proposals will be based on an average of the Committee Member's points (only for sections evaluated (scored) by the Committee).

# SECTION 5.0 – EVALUATION OF PROPOSALS (continued)

**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 above in Section 4.2 of this RFP. 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 member of the RFP Evaluation Committee

**Step 2: RFP Evaluation Committee:** This step evaluates the qualification, experience, scope of services and cost responses. The RFP Evaluation Committee will score the proposals on the basis of Proposer's Experience & Qualifications, Scope of Services and Cost of Services. The Committee further reserves the right to require oral presentations from any or all Proposers or to ask questions of any or all Proposers.

**Step 3: SDOP Evaluation:** Representatives of SBBC's Supplier Diversity Outreach Program (SDOP) will assign point values for the E/S/M/V/WBE information supplied in accordance with section 4.3.5 and the information requested and described further in **Attachment A**. All required forms must be executed and submitted with your proposal in order to receive points. The individual responsible for this portion of the evaluation is not a voting member of the Committee.

**Step 4: Score Computation:** All scores will be calculated and the Proposer with the highest average score will be considered the top ranked Proposer.

5.4 **Tie Score:** If a tie score between two or more Proposers presents itself during the scoring of points, the decimal points to the right of the number will be extended until the tie is broken. Rounding of numbers will be applied where applicable. If the tie score cannot be broken and all other numerical factors are equal in point value, then General Condition 7.55, Tie Proposal Procedures shall apply.

5.5 **Committee Questions:** 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.

5.6 **Committee's Recommendations:** A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee by the Purchasing Agent. The Committee has the discretion to recommend an award to one (1) or more Proposers or to reject any or all of the submitted proposals. The Committee may choose to conduct one (1) or more exempt negotiation session(s) with as many ranked responsive proposers, in its sole judgment, deems appropriate prior to making its recommendation for award, starting with the highest-ranked proposer first, then the second highest-ranked proposer and so on. The Committee also has the discretion to commence negotiations with only a single responsive proposer if the Committee chooses to do so. During any such negotiations, the Committee reserves the right to negotiate any term, condition, specification, or price (other than those found or specified in Section 4.2, Section 6.3 and Section 7.1 of this RFP) during an exempt negotiation session with the highest-ranked responsive Proposer. In accordance with Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to the exclusion of the other ranked responsive Proposers and the public. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiation session of the competitive selection process, beginning with the highest-ranked responsive Proposer first, then the second-highest-ranked Proposer, and so on until finished, or the Committee also has the discretion to commence negotiations with only a single responsive proposer if the Committee chooses to do so.

Each ranked responsive Proposer must be represented during its exempt negotiations session by an **authorized representative possessing the authority to bind the Proposer to the changes made during the negotiation session and be prepared to provide the Proposer's best and final offer**. Any information communicated between the Committee and a ranked responsive Proposer during an exempt negotiation session shall not be disclosed to anyone during the open portion of the meeting, including other ranked responsive proposers until disclosure is permitted pursuant to Section 286.0113(2), Florida Statutes.

## SECTION 5.0 – EVALUATION OF PROPOSALS (continued)

After the exempt negotiation session(s) is/are completed, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one (1) or more ranked responsive Proposers; to declare an impasse with a ranked responsive Proposer; or to proceed with further negotiations with one (1) or more of the next highest-ranked responsive Proposers. The Committee may declare an impasse with a ranked responsive Proposer at any time or proceed with further negotiations with one (1) or more of the next highest-ranked Proposer(s). If negotiations are not successful or have reached an impasse with a ranked Proposer, the Committee reserves the right not to award a ranked Proposer if it is in the best interest of SBBC and must be stated on the record. The final scores are only a ranking of proposals for negotiation (i.e., the highest-ranked proposer will be the first to start the negotiations) and do not determine the actual award. The Committee determines the recommendation for the award of the RFP.

5.7 **Award**: The Evaluation Committee may recommend an award to a single medical proposer and/or to a single Pharmacy proposer, and the recommendation is solely at the discretion of the Evaluation Committee. These Proposers must have complied with the terms, conditions, and specifications of the RFP. After the conclusion of negotiations (as stated above), the recommended award would be made for the services sought in this RFP in accordance with the terms of the negotiations. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment I** shall be prepared for execution by the Awardee and SBBC 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. Agreements will be approved as to form and legal content by SBBC's General Counsel and will be submitted to SBBC for final approval. The recommendation to award the RFP shall be contingent upon the successful completion of a written Agreement. **Approval shall not be a guarantee of business, a guarantee of a specified volume of service, or minimum dollar revenue to be received under this contract.**

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# SECTION 6.0 – SPECIAL CONDITIONS

6.1 The complete proposal properly completed and signed must be electronically submitted and received by SBBC **on or before 2:00 p.m. ET, SEE SECTION 2.0 – CALENDAR.**

The proposal shall include the **REQUIRED RESPONSE FORM** (Section 1.0 of RFP) which must be fully executed and submitted on or before **2:00 p.m. ET** on the date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. The proposal must contain all information required to be included in the proposal as described herein. All submitted proposals must include ALL documents requested and be submitted and received by SBBC on or before 2:00 p.m. ET, SEE SECTION 2.0 - CALENDAR.

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, the 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, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one (1) Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing overall contract administration, presiding over other Proposers participating or presenting at SBBC meetings, overseeing the preparation of reports and presentations, and filing 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 (1) check for each consolidated invoice for services performed to the Prime Proposer. Prime Proposer shall remain responsible for performing services associated with response to this RFP. Note: Joint Ventures must be registered with the State of Florida, Division of Corporations – www.sunbiz.org.

6.3 **Minimum Insurance Requirements:**
The Minimum Insurance Requirements of this RFP is NOT subject to negotiation and any Proposal that fails to accept these conditions in its entirety will be rejected as "non-responsive".

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/Errors & Omissions:** Limit not less than $1,000,000 per occurrence covering services provided under this Agreement.

6.3.3 **Workers' 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).
**Complete the Workers' Compensation Affidavit (Attachment E) and submit it with the proposal, if applicable.**

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 the 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:

6.4 **Awardee(s) Accounting Records and Right to Audit Provisions (continued):**

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 workspace in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give the audited firm reasonable advance notice of intended audits.

## SECTION 6.0 – SPECIAL CONDITIONS (continued)

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 overpayment, the Awardee(s) 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 overpayments (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(s) as well as the overpayments 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 does not apply to this RFP as no personal property is being purchased.

6.7 **Acceptance and Rejection of Proposals:**

6.7.1 **Acceptance:** All proposals properly completed and submitted will be evaluated in accordance with Section 4.0 and Section 5.0. 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.

6.7.2 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.

6.7.3 **Rejection:** A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples of rejection include, but are not limited to, the following:

6.7.3.1 The proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.

6.7.3.2 The proposal was submitted electronically through DemandStar after the deadline specified in the RFP.

6.7.3.3 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** (see Section 1.0 – Required Response Form).

6.7.3.4 Failure to respond to all subsections within the RFP.

6.7.3.5 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.

6.7.3.6 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 that make the proposal incomplete, indefinite, or ambiguous as to its meaning.

6.7.3.7 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.



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## SECTION 6.0 – SPECIAL CONDITIONS (continued)

6.7.3.8 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there are sound documented business reasons that serve the best interest of SBBC.

6.8 **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/PWS (if needed).

6.9 **ACH Payments:** Payments will be made to Awardee(s) by SBBC via ACH (Automated Clearing House) for automatic deposits (credits) after goods or services are provided by the Awardee in accordance with RFP requirements. To facilitate payments being directly deposited, the ACH Payment Agreement must be submitted to Purchasinghelpdesk@browardschools.com. New vendors can do this as part of the vendor registration process described above. Vendors already registered on SBBC's eProcure Online Supplier Portal can update their information by downloading a copy of the ACH Payment Agreement and submitting the completed form to the Purchasing Help Desk email stated above.

6.10 **Policy 4001.1 Nondiscrimination Statement:** SBBC prohibits any policy or procedure 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. SBBC 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 Teletype Machine (TTY) 754-321-2158.

6.11 **Clarification of Sections 7.1 and 4.2.1 of the RFP: General Condition 7.1 – Liability (Indemnification).** This statement is to provide clarification regarding this section of the RFP and the sample agreement. **It is to be understood by all Proposers that this section is NOT subject to negotiation or have exceptions, and any proposal that fails to completely accept these conditions shall be rejected, and their proposal will be considered "non-responsive."**

If a Proposer check-marks or indicates in Section 4.2.1 (Minimum Eligibility Requirements) that they agree with this Liability/Indemnification and then provides an exception(s) to this condition within their proposal, this is considered a "conflict" and shall render the proposal as "non-responsive" and the proposal rejected.

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# SECTION 7.0 – GENERAL CONDITIONS

7.1 **LIABILITY: This General Condition of the RFP is NOT subject to negotiation or exemptions and any proposal that fails to completely accept these conditions shall be rejected as "non-responsive". (See Special Condition 6.11)**

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, up to the limits of Section 768.28, Florida Statutes, 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 Awardee, 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**" (Section 1.0) **must be completed, either manually or digitally signed (in blue ink, preferably), and returned with your submitted proposal in order to be considered for award.** Electronic signatures on Proposal documents will be accepted pursuant to Section 668.004, Florida Statutes. To be considered, all proposals must be delivered in a sealed envelope (package, box, etc.), 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 a 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 digital copy 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 (package, box, etc.) with the RFP number and name clearly typed or written on the front of the envelope (package, box, etc.). Proposals must be time-stamped in Procurement & Warehousing Services Department **on or before 2:00 p.m. ET on the date due** for proposal to be considered**.** Proposals will be opened at 2:00 p.m. ET on the date due as stated in the RFP or Addendum. 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, Florida (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 or digital 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** (Section 1.0). 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 an opinion should permit SBBC's reliance on such an 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 the proposal being considered "non-responsive" and proposal rejected. **(Refer to Special Condition 6.6 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 & WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due (See Calendar Section 2.0)**. 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 & 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, the 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 within thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after the award of the RFP.

Each individual sample must be labeled with the Proposer's name, RFP Number and item number. Failure of the Proposer to either deliver the required sample(s) or to clearly identify samples as indicated may be a 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.

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 the actual date of delivery is specified (or specified delivery cannot be met), show the 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.



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7.8 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement & Warehousing Services Department as requested in the Conditions of the RFP, Information. If necessary, an Addendum will be issued. (See Special Condition 3.2)

7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its 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 is 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 the 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 a 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 for award. (See Required Response Form Section 1.0)

7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results therefrom 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 the 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 Conflict 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. The 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 a 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. The proposer must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five (5) working days of notification.

*An Awardee who has any License, Certification, or Registration either suspended, revoked or expired after the date of the proposal 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 opinion 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 proposal 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, shopworn, demonstrator, prototype or other types of product(s) of this kind are not acceptable and will be rejected.**

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 an 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 the negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their proposal.



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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 Director of Procurement & Warehousing shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five (5) business 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 thirty (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 the 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 & 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 (6) months** from (a) the termination date of a contract entered into as a result of this proposal or (b) the termination date under any applicable period of extension under a contract entered into as a result of this proposal.

When a subsequent contract award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any contract awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.

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. The address for submitting invoices is included in 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. The 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 the submission of a proposal. **For information on S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or http://www.browardschools.com/Page/58686.**

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 (3) requirements identified above.** This background screening will be conducted by SBBC in advance of the Awardee or its personnel providing any services. The 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 the 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 an 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.fieldprintbrowardschools.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and an FBI background check can be found at the following website:

**https://www.browardschools.com/Page/35284**

Click on link for Fieldprint Codes and Pricing Payment options can be made by electronic check (e-check), Visa, MasterCard, or use of an established escrow account code.

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**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 (1) year from the 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 RFP 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 (10) 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 3800, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3800, 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 3800, shall be filed at the office of the Director, Procurement & 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 OFRFP RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on DemandStar on **SEE SECTION 2.0 - CALENDAR** and will remain posted for 72 hours. Any change to the date and time established herein for the posting of RFP Recommendations/Tabulations shall be posted in Procurement & Warehousing Services and/or at DemandStar (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations are 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 (10) 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 Proposal opening amending or supplementing the Proposal 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 3330 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3330, 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 3330, 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). (Section 7.0))

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 the 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 maybe 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 (2) 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 & Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the 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 3800, Part II, Section GG as well as School Board Policy 1080, 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 upon giving the other party thirty (30) days prior written notice that The School Board is terminating the contract award

7.47 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. The packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment will result in refusal of shipment at the 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 proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [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 (1) 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 is the official method approved by Procurement & Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to ensure 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 proposal 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 proposals 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 (1) year after resignation or retirement or expiration of their term of office.

7.55 **TIE PROPOSAL PROCEDURES:** When identical points are received from two (2) or more vendors and all other factors are equal in point value, priority for an 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 School Board of Broward County, Florida, M/WBE certified vendor;
c) The Broward County Certified Minority/Women Business Enterprise vendor;
d) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
e) The Florida Certified Minority/Women Business Enterprise vendor;
f) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
g) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
h) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
i) If the application of the above criteria does not indicate a priority for an award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement & Warehousing Services, the tie low proposal 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.

7.56 **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.*

7.57 **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. In the event that a vendor does not provide goods or services due to Force Majeure for a contract awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

7.58 **GRATUITIES**: Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC; including any School Board Member, Superintendent of Schools and any Evaluation Committee Members, for the purpose of influencing consideration of their Proposal.

7.59 **PREPARATION AND COST OF PROPOSAL:** Proposer is solely responsible for any and all costs associated with responding to this RFP. SBBC will not reimburse any Proposer for any costs associated with the preparation and submittal of any Proposal, or for any travel and per diem costs that are incurred by any Proposer

7.60 **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 (1) 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 proposal 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 proposal.

Every time a proposal is submitted that includes a reference to this Form, a new Form is required. Any proposal that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH, the Debarment Form, AND the Required Response Form.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of the proposal submitted.**

7.61 **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.

7.62 **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Awardee(s) shall keep and maintain public records required by SBBC to perform the services required under this contract. Upon request from SBBC's custodian of public records, Awardee(s) 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. Awardee(s) 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 contract's term and following completion of the contract if Awardee(s) does not transfer the public records to SBBC. Upon completion of the contract, Awardee(s) shall transfer, at no cost, to SBBC all public records in possession of Awardee(s) or keep and maintain public records required by SBBC to perform the services required under the contract. If Awardee(s) transfers all public records to SBBC upon completion of the contract, Awardee(s) shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee(s) keeps and maintains public records upon completion of the contract, Awardee(s) 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 RFP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE RFP, 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.**

7.63 **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 RFP Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this RFP Agreement to register with and use the E-Verify system to verify the work authorization for all employees subcontractor hires during the course of this RFP 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 will immediately terminate the RFP Agreement. Termination pursuant to this section is not a breach of this RFP Agreement and may not be considered as such.

7.64 **DEFAULT**: The parties (SBBC and Awardee) agree that, if either party is in default of its obligations under this RFP, 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 RFP 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 7.46. If the default is not cured by the Awardee the steps in section 7.44 shall be taken.

7.65 **RE-RATING ENDORSEMENT**: Notwithstanding any provision in the Agreement between SBBC and Awardee to the contrary:

7.65.1 Awardee(s) must provide SBBC valid written notice, stating the amount of change proposed, at least 270 calendar days prior to the first renewal date of the Agreement. Notice that a change in rates or consideration is proposed, without stating clearly the exact amount and the effect of the proposed change on the overall consideration of the Agreement shall not constitute a valid notice. A written notice of any change in rates or other change in consideration shall be delivered by certified mail to: Director, Benefits & Employment Services, SBBC, 7770 W. Oakland Park Boulevard, 1st Floor, Sunrise, Florida 33351.

7.65.2 Any increase of rates or other provisions shall be preceded by delivery to SBBC of notice of any increase in rates or other provisions. Any such increase in rates or other provisions shall be effective only on January 1st following the current plan or applicable rate period year.

7.65.3 Notice by an Awardee(s) of intent to effect any change in consideration shall thereby entitle SBBC to cancel the Agreement without penalty.

7.66 **SBBC's CONSULTANT**: Gallagher Benefit Services, Inc. will be providing consultant services to SBBC in relation to this RFP. The Cone of Silence, General Condition 7.45, is hereby lifted when a representative from Gallagher Benefit Services contacts the Proposer for clarification issues or comments written in your submitted proposal. The Cone of Silence shall resume once the clarification issue has been answered. The word "clarification" shall mean the action of making a statement or situation less confusing and more comprehensible

**END OF THIS SECTION**



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# SECTION 8.0 – FORMS AND ATTACHMENTS

Please fill out all attachments.

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# ATTACHMENT A – ECONOMIC DEVELOPMENT AND DIVERSITY COMPLIANCE (EDDC) FORMS

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
**ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)**
**Document Number 00471**

**EDDC - Bidder/Proposer Assurance Statement**

| SOLICITATION # AND TITLE |
|---|
| |

**NOTE TO BIDDERS:**
**All Bidders/Proposers must complete Document 00471 at the time of Bid submission (Attachment A)**

**INSTRUCTIONS**: *The Bidder/Proposer Assurance Statement must be submitted with Proposal/Bid submission. The EDDC Department requires documentation to confirm the Bidder/Proposer is a District Certified Emerging, Small, Veteran, Minority or Women Owned Business Enterprise (E/S/V/M/WBE), and/or commitment that the Bidder/Proposer is Subcontracting with EDDC Certified E/S/V/M/WBE Firms. EDDC's E/S/V/M/WBE Certificate must be submitted with proposal/Bid submission.*

COMPANY NAME: _____

NAME OF BIDDER/PROPOSER _____

1. Is the Bidder/Proposer aware of the Affirmative Procurement Initiative assigned to this solicitation, if applicable? Yes ☐ No ☐
2. **Is** the Bidder/Proposer a EDDC Certified ESVMWBE Firm: Check Mark Appropriate Box: Yes ☐ No ☐
3. **Is** Bidder/Proposer Committing to Participation in Subcontracting with SBBC Certified E/S/V/M/WBE?

   Check Mark Appropriate Box: Yes ☐ No ☐ ***(IF YOU CHECK YES TO THIS QUESTION):***

   **State Your Participation Commitment Percent here. _____%**

**Documents 00470 and 00475 detailing E/S/V/M/WBE subconsultant/subcontractor/s with scope of work and percentage of work to be performed must be completed and submitted with Proposal.**

**Link to download Forms:**

Document 00470 – **Statement of Intent to Perform as an S/M/WBE Subcontractor**.
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00470%20Statement%20of%20Intent%202021.pdf

Document 00475 – **Small/Minority/Women Business Enterprise Subcontractor Participation Schedule**:
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00475%20Participation%20Schedule%202021.pdf

**Post – Award Monthly Compliance Monitoring/Reporting Requirements.**
***Click the link below to access the Supplier Management System (SMS) to submit Mandatory monthly reports.***
Document Link: https://browardschools.smwbe.com

I attest that I have read, understood, and will comply with the EDDC Requirements.

Name/Title: _____

Signature: _____ Date: _____

Economic Development & Diversity Compliance Department 7720 West Oakland Park Blvd., Suite 319, Sunrise, FL 33351 • (754) 321-0770
www.BrowardSchools.com/SDOP

Page **1** of **1**



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# ATTACHMENT B – CONFLICT OF INTEREST

**MUST BE COMPLETED BY ALL PROPOSERS**
**(See General Condition 7.15 and Section 4.2)**

## 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 the 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 the Proposer who are also employees of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer and who are also employees of SBBC have been identified above.

_____ _____
Signature Printed Name of Official

_____
Company Name

_____
Business Address

_____
City, State, Zip Code



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# ATTACHMENT C – DEBARMENT

**MUST BE COMPLETED BY ALL PROPOSERS**
**(See General Condition 7.60 and Section 4.2)**

## CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE.)**

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.**

(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 any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Signature(s) Date

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**



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## INSTRUCTIONS FOR ATTACHMENT C - CERTIFICATION OF DEBARMENT

1. By signing and submitting this proposal, the prospective lower-tier participant will provide the certification set out below.
2. The certification in this clause is a material representation of the 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 whom 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 whom 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, should 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 the 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 are 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 voluntarily 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.

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**



Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

# ATTACHMENT D – REFERENCES

**MUST BE COMPLETED BY ALL PROPOSERS**

**Company Name:** _____

List the minimum number of required references as stated in the Section 4.3.1 References, which show experience in similar work, including nature and scope of work, which demonstrates expertise in providing the services as stated herein. Provide scope of work, name of firm, contact name, E-mail, telephone number, and date(s) of service.

| REFERENCE 1 | | | |
|---|---|---|---|
| Name of Firm: | | | |
| Contact Person: | | | |
| Contact's Email: | | | |
| Contact's Phone: | | Date(s) of Service: | |
| Scope of Work: | | | |

| REFERENCE 2 | | | |
|---|---|---|---|
| Name of Firm: | | | |
| Contact Person: | | | |
| Contact's Email: | | | |
| Contact's Phone: | | Date(s) of Service: | |
| Scope of Work: | | | |

| REFERENCE 3 | | | |
|---|---|---|---|
| Name of Firm: | | | |
| Contact Person: | | | |
| Contact's Email: | | | |
| Contact's Phone: | | Date(s) of Service: | |
| Scope of Work: | | | |



Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

## ATTACHMENT E – WORKERS' COMPENSATION AFFIDAVIT

### THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

### WORKERS' COMPENSATION AFFIDAVIT

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### CERTIFICATION OF NUMBER OF EMPLOYEES

(Complete only if your firm has less than four (4) employees)

_____ (Company 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 contract.

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 (1) or more employees are employed shall provide evidence of Workers' Compensation coverage.

Under penalties of perjury, I declare that I have read the foregoing WORKERS' COMPENSATION AFFIDAVIT and that the facts stated in it are true.

Electronic or handwritten signature:_____

Print/Type Name: _____

Title: _____

## ATTACHMENT F - AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

**MUST BE COMPLETED BY ALL PROPOSERS**

Respondent Vendor Name:_____

Vendor FEIN::_____

Vendor's Authorized Representative Name and Title:_____

_____

Vendor Address:_____

City:_____ State: _____ ZIP Code: _____

Phone Number:_____

Email Address:_____

**Section 787.06 Florida Statutes** requires all nongovernmental entities executing renewing or extending a contract with a governmental entity to provide an affidavit signed by and officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor on services as defined I that statute. **The School Board of Broward County, Florida** is a governmental entity for purposes of this 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 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 define,
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration documents, 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 1 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 affidavit regarding the use of coercion for labor and services and that the facts stated in it are true.**

Electronic or Handwritten Signature: _____

Print/Type Name: _____

Title: _____

## ATTACHMENT G – DRUG FREE WORKPLACE

**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 ELECTRONICALLY OR IN HANDWRITING**.

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

_____

_____

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 proposal 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 proposal, 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 (5) 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.

7. Under penalties of perjury, I declare that I have read the foregoing Drug Free Work place and that the facts stated in it are true.

_____
(Vendor Electronic Or Handwritten Signature)

## 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.

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

## ATTACHMENT I – SBBC SAMPLE AGREEMENT

# 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

**INSERT EXACT LEGAL NAME OF OTHER PARTY**
(hereinafter referred to as "VENDOR"),
whose principal place of business is
[insert address here]

**WHEREAS,** SBBC issued a Request for Proposal identified as RFP FY2X-XXX - Title (hereinafter "RFP"); dated _____ and amended by Addendum No. 1, dated _____ all of which are incorporated by reference herein, for the purpose of receiving proposals for (Repeat Title)_____; and

**WHEREAS,** VENDOR offered a proposal dated _____ (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP; and

**WHEREAS,** VENDOR shall provide construction, operational and information technology auditing services to assist the Office of the Chief Auditor which will include, but not limited to, facility audits, general contractor audits, subcontractor payment audits, construction program oversight, site safety and security audits, technology audits, information systems audits, information security audits, operational audits of business/service departments, internal fund/accounts/activities of schools, and process reviews, as requested.

**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:

## 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.

2.01 **Term of Agreement**.

(a) The term of this Agreement commences on _____ ("Effective Date") and concludes on _____ unless terminated earlier pursuant to section 3.05 of this Agreement. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Benefits Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by a written Amendment to this Agreement that is approved and executed by both parties.

(b) When a subsequent Agreement award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, SBBC reserves the right to extend any Agreement awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by SBBC.

2.02 **Description of Services Provided**. VENDOR shall provide SBBC with the Scope of Services in its Proposal and in compliance with this Agreement, the RFP and its Addenda, and as specified below:

2.03 **Priority Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement, then;
Second: Addendum No. 1, then;
Third: RFP FY2X-XXX – Title, then;
Fourth: Proposal submitted in response to the RFP by VENDOR.

2.04 **Cost and Payment**.

(a) Cost. The costs to SBBC for services that VENDOR must satisfactorily render under this Agreement and the hourly cost provided below shall include all travel and out-of-pocket expenses (all-inclusive) and are as follows:

(b) VENDOR may also provide during the term of this Agreement, a written quotation to SBBC for specialized consultant services which are not directly covered under this Agreement but would be needed to perform the audit services. The written quotation shall provide the type of consultant services requested, the scope of services to be performed and cost of services which may be negotiated by SBBC with the consultant and VENDOR.

(c) Payment. VENDOR shall submit a proper and appropriate invoice together with all required documentation to the Department Name, The School Board of Broward County, Florida, Address. SBBC will pay VENDOR's proper and appropriate invoice within thirty (30) calendar days of the date of same invoice.

(d) The costs within VENDOR's invoices shall not exceed the total amount as stated on the Purchase Order(s) issued. VENDOR may offer, at any time to SBBC, a special educational discount for pricing and/or reduce the cost of services during the term of this Agreement. VENDOR may invoice SBBC at an hourly rate less than its original proposal price at any time during the term of this Agreement.

2.05 **SBBC Disclosure of Education Records**

(a) SBBC staff will provide _____with the education records in this section for the following purposes:

(1) [overall description of program or service]

(2)

(b) SBBC will provide _____ with the following education records, via _____ [method of delivery]

(1) Student first and last name

(2) _____

(3) _____

NOTES:

At times if an SBBC database will be accessed by a vendor, only the types of records needed and information about the specific students served is allowed to be accessed by the vendor. Anything beyond that is a violation of FERPA.

Some agreements cover disclosures made via the District's integration system (currently: Clever). Please verify (with IT) that any disclosures listed with this method are do-able.

2.06 **VENDOR Safeguarding the Confidentiality of Education Records**

(a) Notwithstanding any provision to the contrary within this Agreement, _____ shall:

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) 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;

3) 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;

4) 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;

5) 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;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0421 (Assistant Director, Information Security), and 754-321-1900 (Privacy Officer), 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;

7) 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;

8) 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

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) 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

11) purge education records from any media once the media is no longer in use or is to be disposed.

(b) All education records shall 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 and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) _____ 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. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.07 **HIPAA Compliance**. _____ acknowledges that the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") (HIPAA and HITECH Act are collectively referred to herein as "HIPAA") protect the privacy of protected health information ("PHI") and may be applicable to student records in certain circumstances; and shall enter into SBBC's HIPAA Business Associate Agreement ("BAA") attached as **Attachment A**. PHI may be used and disclosed only in compliance with HIPAA.

2.08 **Data Center Control Standards**

(a) The Statement on Standards for Attestation Engagements ("SSAE") 16 or SSAE 18 is a set of auditing standards and guidance on using the standards, published by the Auditing Standards Board ("ASB") of the American Institute of Certified Public Accountants ("AICPA"), for redefining and updating how service companies report on compliance controls.

(b) An SSAE 16 or SSAE 18 compliance assessment must be completed and an SSAE 16 or SSAE 18 compliance assessment report(s) must be issued before the commencement of services for each data center to be utilized and/or hosted by VENDOR or by one of VENDOR's subcontractors in the performance of this Agreement. A copy of each SSAE 16 or SSAE 18 compliance assessment report(s) shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by the VENDOR or by any of VENDOR's subcontractors. Each data center utilized and/or hosted by VENDOR or one of VENDOR's subcontractors in the performance of this Agreement shall have and maintain a current SSAE 16 or SSAE 18 certification.

Each data center utilized and/or hosted by VENDOR or by one of VENDOR's subcontractors in the performance of this Agreement thereafter must, at minimum, annually complete an SSAE 16 or SSAE 18 compliance assessment and maintain SSAE 16 or SSAE 18 certification. The resulting annual SSAE 16 or SSAE 18 compliance assessment report(s) shall be provided by VENDOR to SBBC throughout the term of the Agreement and within ten (10) calendar days after its/their receipt by the VENDOR or the VENDOR's subcontractors.

Along with the two types of audits, the copies of the SSAE 16 or SSAE 18 compliance assessment reports provided to SBBC shall include any completed Service Organization Control ("SOC") reports including (a) SOC 1 reports containing internal controls over financial reporting; (b) SOC 2 reports covering security, processing integrity, privacy controls, confidentiality and availability; and/or (c) the final SOC 3 report. SBBC is unable to execute a nondisclosure agreement ("NDA") for its receipt of any such reports. However, any information or documents

provided to SBBC by the VENDOR or any of its subcontractors that is clearly labeled as "Confidential and Exempt from Public Inspection as a Trade Secret pursuant to Section 812.081(1)(f), Florida Statutes" will only be viewed by such SBBC personnel as is necessary and will not be made available for public inspection or copying pursuant to Chapter 119, Florida Statutes, and with Section 24(a), Article I of the Florida Constitution.

2.09 **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.

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

2.10 **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<br>The School Board of Broward County, Florida<br>600 S.E.3rd Avenue, 10th Floor<br>Fort Lauderdale, Florida 33301 |
| With a Copy to: | Chief Auditor<br>Office of the Chief Auditor<br>The School Board of Broward County, Florida<br>600 S.E.3rd Avenue<br>Fort Lauderdale, Florida 33301 |
| To VENDOR: | Insert Name Provided by Other Party<br>Insert Address Provided by Other Party |
| With a Copy to: | Insert Name Provided by Other Party<br>Insert Address Provided by Other Party |

2.11 **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.

2.12 **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.

2.13 **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.**

2.14 **Liability**. 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.

(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 VENDOR. VENDOR 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 or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.15 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000 per occurrence covering any services provided under this Agreement.

(c) 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/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) 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 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. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "VENDOR does not own any vehicles. If VENDOR acquires any vehicles during the term of the Agreement, VENDOR agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(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 VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar 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 in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR 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 insureds.

2. All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.

3. Certificate Holder: The School Board of Broward County, Florida, Risk Management Department, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301

(h) Cancellation of Insurance. VENDOR 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 canceled.

(i) 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.

2.16 **Nondiscrimination.**

(a) As a condition of entering into this Agreement, VENDOR 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, VENDOR 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 VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR 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. VENDOR understands and agrees that a material violation of this clause is 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.

2.17 **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.

2.18 **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.

2.19 **Proprietary Information.**

(a) 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.

(b) 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.

2.20 **Incorporation by Reference**. **Exhibit[s]** Insert appropriate Exhibit letters or numbers attached hereto and referenced herein are incorporated into this Agreement by reference.

2.21 **Affidavit Regarding the Use of Coercion for Labor and Services.** Pursuant to Section 787.06(13), Florida Statutes, all nongovernmental entities executing, renewing, or extending a contract with SBBC, must provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services, as defined in that statute. 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.

## 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 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.

3.02 **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.

3.03 **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.

3.04 **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) 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.

3.05 **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.

3.06 **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 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.

3.08 **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 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.

3.09 **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 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 INTENTIONALLY LEFT BLANK]**

# ATTACHMENT J – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("***Agreement***") is made and entered into by and between:

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
(hereinafter referred to as "***SBBC***" or "***Covered Entity***"),
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

*[INSERT NAME OF COMPANY]*
(hereinafter referred to as "Business Associate"),
whose principal place of business is
[*ADDRESS, City, State 12345]*

**WHEREAS**, by virtue of some of the services that Business Associate performs for SBBC, Business Associate may be a "business associate," as that term is defined in 45 C.F.R. §160.103; and

**WHEREAS**, SBBC and Business Associate may share Protected Health Information ("PHI") (as defined below) in the course of their relationship; and

**WHEREAS**, SBBC and Business Associate understand that, with respect to coverages subject to regulation under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), they are subject to the requirements governing business associates, including but not limited to the Privacy Rule and the Security Rule (both defined below) of HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), the Omnibus Rule of 2013, and applicable Florida law, any of which may be amended from time to time or supplemented by new legislation or guidance (hereinafter collectively referred to as "Business Associate Requirements"); and

**WHEREAS**, SBBC and Business Associate intend to fully comply with current and future Business Associate requirements and mutually desire to outline their individual responsibilities with respect to Protected Health Information ("***PHI***") as mandated by the "Privacy Rule", the "Security Rule", and the HITECH Act; and

**WHEREAS**, SBBC and Business Associate understand and agree that the Business Associate requirements require SBBC and Business Associate to enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of Electronic PHI ("ePHI").

**NOW**, **THEREFORE**, the parties hereto agree as follows:

## ARTICLE 1 – RECITALS

**1.** **Definitions**. When used in this Agreement and capitalized, the following terms have the following meanings:

(a) "***Breach***" has the same meaning as that term is defined in §13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.

(b) "***Business Associate***" shall mean Business Associate named above and shall include all successors, assigns, affiliates, subsidiaries, and related companies.

(c) "***Designated Record Set***" has the same meaning as the term "designated record set" in 45 CFR§164.501, which includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan, or other information used in whole or part by or for the Plan to make decisions about individuals.

(d) "***EDI Rule***" shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162, Subpart A and I through R.

(e) "***Electronic PHI***" or "ePHI", shall mean PHI that is transmitted by or maintained in electronic media.

(f) "***HIPAA***" means the Health Insurance Portability and Accountability Act of 1996.

(g) "***HITECH Act***" means the Health Information Technology for Economic and Clinical Health Act of 2009.

(h) "***Individual***" shall have the same meaning as the term "Individual" in 45 C.F.R.§160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R.§164.502(g).

(i) "***Minimum Necessary***" means the least amount of PHI needed to accomplish the intended purpose of the use or disclosure.

(j) "***Omnibus Rule***" means the HIPAA Omnibus Rule of 2013.

(k) "***Privacy Rule***" shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164, subparts A and E.

(l) "***Protected Health Information***" or "***PHI***" shall have the same meaning as the term "protected health information" in 45 C.F.R.§160.103 (as amended by the HITECH Act) limited to the information created or received by Business Associate from or on behalf of SBBC.

(m) "***Required by Law***" shall have the same meaning as the term "required by law" in 45 C.F.R.§164.103.

(n) "***Secretary***" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(o) "***Security Rule***" shall mean the Standards for Security of ePHI as set forth in 45 C.F.R. Parts 160 and 164 Subpart C.

(p) "***Unsecured PHI***" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

Terms used but not defined in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 164.103 and 164.501 and the HITECH Act.

## ARTICLE 2 – SPECIAL CONDITIONS

**2. Obligations and Activities of Business Associate Regarding PHI.**

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Business Associate agrees to comply with the "Minimum Necessary" rule when using, disclosing, or requesting PHI, except when a specific exception applies under HIPAA or the HITECH Act.

(c) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(d) Business Associate agrees to report to SBBC, as soon as reasonably practicable, any impermissible use or disclosure of PHI it becomes aware of, and any use or disclosure of PHI not provided for by this Agreement. Any report of breach should be in substantially the same form as Exhibit A hereto.

(e) Business associate shall promptly inform SBBC of a Breach of Unsecured PHI within the next business day of when Business Associate knows of such Breach

(f) For the Breach of Unsecured PHI in its possession:

1. Business Associate will perform a Risk Assessment to determine if there is a low probability that the PHI has been compromised. Business Associate will provide SBBC with documentation showing the results of the Risk Assessment. The Risk Assessment will consider at minimum the following factors:
    a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
    b. The unauthorized person who used the PHI or to whom the disclosure was made;
    c. Whether the PHI was actually acquired or viewed; and
    d. The extent to which the risk to the PHI has been mitigated.

2. Business Associate will 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.

3. Business Associate shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements pursuant to Federal and/or Florida law.

(g) Business Associate agrees to ensure that, and obtain assurance from, any and all agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI, to agree to the same restrictions and conditions that apply to Business Associate with respect to such information. All agents and subcontractors engaged by the Business Associate that create, maintain, receive or transmit PHI must comply with the HIPAA Rules, including the rules to extend the requirements to the agent's or subcontractor's subcontractors.

(h) Business Associate agrees to provide SBBC access, at the request of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set, in order for SBBC to meet the requirements under 45 C.F.R. § 164.524.

(i) Business Associate agrees to amend PHI in a Designated Record Set at SBBC's, or an Individual's, direction pursuant to 45 C.F.R. § 164.526, in the time and manner designated by SBBC. Business Associate agrees to make internal practices, policies, books and records relating to the use and disclosure of PHI available to SBBC, or at the request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for purposes of the Secretary determining SBBC's compliance with the Privacy Rule. Business Associate shall immediately notify SBBC upon receipt or notice of any and all requests by the Secretary to conduct an investigation with respect to PHI received from SBBC.

(j) Business Associate agrees to document any and all disclosures of PHI and information related to such disclosures that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be reasonably required for SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R.

§ 164.528.

(k) Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (j) above, to permit SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(l) Business Associate agrees to use or disclose PHI pursuant to the request of SBBC; provided, however, that SBBC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SBBC.

(m) Business Associate agrees to mitigate, to the extent practicable, any and all harmful effects that are known to Business Associate of a use or disclosure of PHI, or a Breach of Unsecured PHI, by Business Associate in violation of the requirements of this Agreement, the Privacy Rule, the Security Rule, the HITECH Act or HIPAA generally.

(n) Business Associate shall provide SBBC with a copy of any notice of privacy practices it produces in accordance with 45 C.F.R. § 164.520, as well as any and all changes to such notice.

(o) Business Associate, if performing a function that applies to Covered Entity, agrees to comply with the requirements that apply to the Covered Entity.

**3. Permitted Uses and Disclosures of PHI by "Business Associate".**

(a) Except as otherwise limited by this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, SBBC pursuant to any Agreements for services between the parties provided that such use or disclosure would not violate the Privacy Rule if done by SBBC.

(b) Except as otherwise limited by this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

(c) Except as otherwise limited by this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if: (i) such disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any and all instances of which it is aware that the confidentiality of the information has been breached.

(d) Except as otherwise limited by this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

**4. Obligations of SBBC Regarding PHI.**

(a) SBBC shall provide Business Associate with the notice of privacy practices that SBBC produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

(b) SBBC shall provide Business Associate with any and all changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) SBBC shall notify Business Associate of any and all restrictions to the use or disclosure of PHI that SBBC has agreed to in accordance with 45 C.F.R. § 164.522.

(d) SBBC and its representatives shall be entitled to audit Business Associate from time-to-time to verify Business Associate's compliance with the terms of this Agreement. SBBC shall provide Business Associate written notice at least ten (10) business days prior to the audit described in this paragraph. SBBC shall be entitled and enabled to inspect the records and other information relevant to Business Associate's compliance with the terms of this Agreement. SBBC shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with Business Associate's normal operations.

**5. Security of Electronic Protected Health Information.**

(a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of "electronic protected health information" **(as defined in 45 C.F.R. §160.103)** ("ePHI") on behalf of SBBC complies with the applicable administrative, physical, and technical safeguards required for protecting the confidentiality and integrity of ePHI in 45 C.F.R. Part 160 and 164 subpart C.

(b) Business Associate agrees that it will ensure that its agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI pursuant to 45 C.F.R. Part 164.

(c) Business Associate agrees to report to SBBC all Security Incidents (as defined by 45 C.F.R. Part 164.304 and in accordance with applicable Florida law) of which it becomes aware. Business Associate agrees to report the Security Incident to SBBC as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.

(d) SBBC agrees and understands that SBBC is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including Business Associate.

**6. Compliance with EDI Rule.** Business Associate agrees that it will comply with all applicable EDI standards. Business Associate further agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rule and the Privacy Rule that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA.

**7. Subsequent Legislative or Regulatory Changes.** Any and all amendments to the laws or regulations affecting the Privacy Rule, Security Rule, the HITECH Act, Omnibus Rule, or HIPAA shall be deemed to amend this Agreement and be incorporated without further action of the parties.

**8. Amendment.** The parties shall amend this Agreement, as is necessary, so that SBBC remains in compliance with any future changes to the Privacy Rule, the Security Rule, the HITECH Act and HIPAA. The parties may amend this Agreement for any other reasons as they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

**9. Term and Termination.**

(a) ***Term***. This Agreement shall be effective upon the execution of all parties and shall remain in effect until such time as SBBC exercises its rights of termination under section 9(b) or 9(c) and until the requirements of Section 9(d) below are satisfied. The rights and obligations of Business Associate under Section 9(d) shall survive termination of this Agreement.

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(b) ***Termination for Convenience***. This Agreement may be terminated without cause and for convenience by SBBC during the term thereof upon thirty (30) days written notice to Business Associate.

(c) ***Termination for Cause by SBBC***. Upon SBBC's knowledge of a material breach by Business Associate, SBBC shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within thirty (30) days from the date that SBBC provides notice, SBBC shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to Business Associate.

SBBC may terminate this Agreement without penalty or recourse to SBBC if SBBC determines that Business Associate has violated a material term of this Agreement

Upon Business Associate knowledge of a material breach by SBBC, Business Associate shall provide an opportunity for SBBC to cure the breach. If SBBC does not cure the breach within thirty (30) days of the date that Business Associate provides notice of such breach to SBBC, Business Associate shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to SBBC.

(d) ***Effect of Termination***. Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from SBBC, or created or received by Business Associate on behalf of SBBC. Business Associate shall not retain any copies of the PHI except to the extent that the destruction or return of the PHI is infeasible. Business Associate shall provide to SBBC written notification of the conditions that make return or destruction of the PHI infeasible. If it is determined by SBBC that the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that SBBC explicitly authorizes in writing for so long as Business Associate maintains such PHI.

**10. Indemnification.**

(a) By SBBC: SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By Business Associate: Business Associate 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 cost, court costs and all other sums which SBBC, its agents, servants and employees must 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 Business Associate, its agents, servants or employees; the equipment of Business Associate, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Business Associate's agents when acting within the scope of their employment or agency, whether such claims, judgments, costs and expenses be for damages, damage to property including Business Associate's property, and injury or death of any person whether employed by Business Associate, SBBC or otherwise.

**11. No Waiver of Sovereign Immunity**. Nothing contained 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 as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

## ARTICLE 3 – GENERAL CONDITIONS

**12. 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. 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 contract.

**13. Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation.

**14. Records.** 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.

**15. 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.

**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. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**17. Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

**18. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**19. 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.

**20. 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, 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.

**21. 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.

**22.** **Notices.** 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 3rd Avenue, 10th Floor
Fort Lauderdale, Florida 33301

With a Copy to:
Privacy Officer, Risk Management Department
The School Board of Broward County, Florida
600 Southeast 3rd Avenue, 11th Floor
Fort Lauderdale, Florida 33301

To Business Associate:
_____
_____
_____

With a Copy to:
_____
_____
_____
_____

**23.** **Severability.** In case any one or more of the provisions contained in this Agreement shall 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 Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

**24.** **Captions.** The captions, section numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience 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 effect this Agreement and shall not be construed to create a conflict with the provisions of this 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.

**26.** **No Waiver of Rights, Powers and Remedies**. The parties agree that each requirement, duty, right 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.

**27.** **Regulatory References**. A reference in this Agreement to any part of the Privacy Rule, the Security Rule, the HITECH Act, or HIPAA shall refer to the most current form of legislation, and shall incorporate any future amendments.

**28.** **Governing Law**. 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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

**29.** **Entire Agreement.** This Agreement 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 Agreement. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the date first above written.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

# ATTACHMENTS K THROUGH U

Attachments K through U are attached as separate documents in DemandStar.

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# SECTION 9.0 – 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.

Company Name:_____

Contact: _____

Telephone:_____

Email:_____

| ✓ | Reason(s) 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



Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

# ATTACHMENT K MEDICAL QUESTIONNAIRE

**Experience, Qualifications and Past Performance**

1. Provide the enrollment data (including all plans) requested below for the organization submitting this Proposal:

a.) National Enrollment

| | 1/1/2022 | 1/1/2023 | 1/1/2024 | YTD 1/1/2025 |
|---|---|---|---|---|
| Commercial Enrollment | | | | |
| - Fully-Insured | | | | |
| - Self-Funded | | | | |
| Medicare Enrollment | | | | |
| Medicaid Enrollment | | | | |
| Other Enrollment | | | | |
| **Total Enrollment** | | | | |

b.) Florida Enrollment

| | 1/1/2022 | 1/1/2023 | 1/1/2024 | YTD 1/1/2025 |
|---|---|---|---|---|
| Commercial Enrollment | | | | |
| - Fully-Insured | | | | |
| - Self-Funded | | | | |
| Medicare Enrollment | | | | |
| Medicaid Enrollment | | | | |
| Other Enrollment | | | | |
| **Total Enrollment** | | | | |

c.) Florida (Miami-Dade, Broward and Palm Beach Counties) Enrollment

| | 1/1/2022 | 1/1/2023 | 1/1/2024 | YTD 1/1/2025 |
|---|---|---|---|---|
| Commercial Enrollment | | | | |
| - Fully-Insured | | | | |
| - Self-Funded | | | | |
| Medicare Enrollment | | | | |
| Medicaid Enrollment | | | | |
| Other Enrollment | | | | |
| **Total Enrollment** | | | | |

d.) Broward County Enrollment

| | 1/1/2022 | 1/1/2023 | 1/1/2024 | YTD 1/1/2025 |
|---|---|---|---|---|
| Commercial Enrollment | | | | |
| - Fully Insured | | | | |
| - Self-Funded | | | | |
| Medicare Enrollment | | | | |
| Medicaid Enrollment | | | | |
| Other Enrollment | | | | |
| **Total Enrollment** | | | | |

2. What percent of your Florida enrollment in 2024 and YTD 2025 is from public sector clients?

| **Florida Enrollment** | **Total Enrollment** | **2024 % of Public Sector** | **YTD 2025 % of Public Sector** |
|---|---|---|---|
| Commercial Enrollment | | | |
| - Fully Insured | | | |

DRAFT

| | | | |
|---|---|---|---|
| - Self-Funded | | | |
| Medicare Enrollment | | | |
| Other Enrollment | | | |
| **Total Enrollment** | | | |

3. Provide a detailed description of three (3) comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three (3) years.

   The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer/key personnel/Subcontractor was the prime contractor or subcontractor. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for SBBC).

4. Provide a brief (one page or less) history of your organization including ownership structure and any other organization with which you are affiliated. This should include any other or former name(s) the Proposer is currently operating under or has operated under. In this description, include a statement as to whether or not all of the proposed programs have been and currently are NCQA accredited. If not, explain why not.

5. Detail any mergers/acquisitions and outcomes involving your organization, which have occurred in the last 12-month period, and any which are planned for the next 24 months.

6. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past three (3) years. Include in the description the disposition of each such petition.

**Relevant Experience, Qualifications of Key Personnel**

**Note:** After proposal submission, but prior to the award of any contract issued as a result of this RFP, the Proposer has a continuing obligation to advise SBBC of any changes, intended or otherwise, to the key personnel identified in its proposal.

7. Complete the following table with the proposed team that will service SBBC on a day-to day basis. Include the number of staff that will be assigned to this account. Example, the listed customer service manager will manage xx employees assigned to SBBC. If individuals cannot be identified, indicate title and number of employees that will be assigned.

| Area of Responsibility | Name | Title/ Position | Years of Experience | Location | Number of Accounts | Number of Staff Assigned to SBBC |
|---|---|---|---|---|---|---|
| Customer Service | John Doe | Manager | 10 | Anytown, FL | 3 | 5 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

8. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or sub-consultants and shall include the functions to be performed by the key personnel. All key personnel include all partners, managers, seniors and other professional staff that will perform work and/or services in this project.

9. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel who will be assigned to this project. Please include: (i) names; (ii) titles; (iii) roles/functions to be performed; and (iv) copies of applicable certifications/accreditations. Address relevant experience, qualifications and other vital information on previous similar contracts, that qualifies the key personnel to perform the services as specified in **Scope of**

**Services**. Provide resumes, if available, with job descriptions including any key personnel of subcontractors who will be assigned to this contract.

10. List the names and addresses of all subsidiaries and first-tier subcontractors and describe the extent of work to be performed by each first-tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the Subcontractors who will be assigned to this project. Subcontractors should include, but not limited to, any third-party call center, service center, claim processing units, fee negotiations, medical management programs and/or claim processing units. For each vendor, identify how SBBC is charged for these services (i.e. built into ASO fees, xx% of negotiated savings, etc.).

**Scope of Services and Implementation Timeline**

11. Confirm that you have read, understand and agree to each item outlined **Scope of Services.** Yes___ No___. Any deviations, exclusion or limitations to any items outlined within **Scope of Services**, should be identified in the Scope of Services Section. Any item not addressed will be considered as a response of understood and agreed to with no deviations.

12. Describe your implementation process if you are the Awardee, including significant deliverables, implementation manager, implementation team members and timelines for an implementation date of January 1, 2026. Include timing for system testing. Confirm you are willing to fund $250,000 for a pre-implementation audit to be conducted in 60 days prior to the effective date. Yes ___ No ___

**Network and Network Management**

13. Provide the name of the network proposed for each plan.

| Plan Name | Proposed Network Name |
|---|---|
| Premier Plus | |
| Premier | |
| Premier Choice | |
| Basic Kids Plan (ages 5 to 26) | |
| Enhanced Kids Plan (ages 5 to 26) | |
| Other: | |

14. If multiple networks are being proposed, describe the similarities and differences between the proposed networks. Provide the types and names of additional networks included in your proposal. Include how the members and SBBC will benefit from the inclusion of any additional network. Confirm all HMO networks are Open Access? Yes ___ No ___.

15. Complete **Attachment U, Top Providers Utilized** for the top utilized providers indicating if the facility or provider is a 'contracted' provider (Y) or "non-contracted" provider (N). Next, indicate if the claims submitted by a non-contracted provider are adjudicated as 'in-network' (In) or 'out-of-network' (Out). Lastly, indicate the fees associated with fee negotiations. Have you completed **Attachment U, Top Providers Utilized** and provided this data in a useable Excel format with no modification to the provider lists provided? Yes__ No__. Proposer to provide a detailed report by provider showing original billed and final negotiated amount for a) out-of-network providers where the member had no choice in provider selection (i.e. anesthesiologists)? Yes___ No___ b) out-of-network providers chosen by the member? Yes___ No___.

16. Is your organization willing to contract with highly utilized physicians not in your network who are currently contracted with Aetna? Yes ___ No___. If yes, are you willing to place a performance guarantee around the contracting efforts? Yes ___ No ___. If yes, explain the performance guarantee and include a description and the amount of fees at risk here and in the **Medical Performance Guarantees Attachment O**.

17. Complete the following GeoAccess summary for SBBC employees. Include a separate table for any additional networks included in your proposal. The Census data is included as **Attachment R**. Your study should include a summary report for each of the items listed below. Each summary should indicate the total number and percentage of employees with access by zip code and by county for all networks that you are proposing. Please include GeoAccess Reports along with the summaries.

a) Number and percentage of employees with two adult Primary Care Physicians (Family Practice, General Practice, Internists) within five miles of the employee's zip code.
b) Number and percentage of employees with two Pediatricians within five miles of the employee's zip code.
c) Number and percentage of employees with two OB/GYNs within five miles of the employee's zip code.

| County | Number of Eligible Employees | | PCP - % Ees w/ 2 PCPs w/in 5 miles | |
|---|---|---|---|---|
| | Network 1 Name____ | Network 2 Name____ | Network 1 Name____ | Network 2 Name____ |
| | Plan Name(s) ___ | Plan Name(s) ___ | Plan Name(s) ___ | Plan Name(s) ___ |
| Miami-Dade | | | | |
| Broward | | | | |
| Palm Beach | | | | |

| County | PED - % Ees w/ 2 PED w/in 5 miles | | OB/GYN - % Ees w/ 2 OB/GYN w/in 5 miles | |
|---|---|---|---|---|
| | Network 1 Name____ | Network 2 Name____ | Network 1 Name____ | Network 2 Name____ |
| | Plan Name(s) ___ | Plan Name(s) ___ | Plan Name(s) ___ | Plan Name(s) ___ |
| Miami-Dade | | | | |
| Broward | | | | |
| Palm Beach | | | | |

| County | Mental Health Providers- % Ees w/ 2 w/in 5 miles | | Substance Abuse - % Ees w/ 2 w/in 5 miles | |
|---|---|---|---|---|
| | Network 1 Name____ | Network 2 Name____ | Network 1 Name____ | Network 2 Name____ |
| | Plan Name(s) ___ | Plan Name(s) ___ | Plan Name(s) ___ | Plan Name(s) ___ |
| Miami-Dade | | | | |
| Broward | | | | |
| Palm Beach | | | | |

18. Complete the table describing your non-emergency out-of-area (OOA) coverage for traveling members where there is no reciprocal network, both within and outside the United States. In addition, complete the table describing your non-emergency out-of-area (OOA) coverage for traveling members where there is a reciprocal network. What is the name of the reciprocal network that you are proposing? Name of Network _____. If there are any fees, these must also be shown in the **Medical Financial Response Form Attachment L.**

| | Billed Amount Negotiated? Y/N | Negotiation Methodology (i.e. R&C, % of Medicare, reference based, etc.) | Associated Fee Calculation | Balance Billing? Y/N |
|---|---|---|---|---|
| Travelling OOA – no reciprocal network available – in US | | | | |

| | | | | |
|---|---|---|---|---|
| Travelling OOA – no reciprocal network available – outside of US | | | | |
| Kids living in areas with no reciprocal network | | | | |
| Travelling OOA – with reciprocal network available – in US | | | | |
| Travelling OOA – with reciprocal network available – outside of US | | | | |
| Kids living in areas with reciprocal network | | | | |

19. If a member Voluntarily seeks out-of-network care under the Premier Choice plan, are billed charges negotiated? Yes____ No____. Describe any fees associated with the negotiations. If there are any fees, these must also be shown in the **Medical Financial Response Form Attachment L**.

20. Is your HMO network national or local? National (Owned) __ National (Wrap Around) ___Regional__ Local__. Is your HDHP network national or local? National __ Regional __ Local ___. If an employee, dependent or retiree resides outside of Florida and you have a national HMO network, can they elect to remain in the HMO plans? Yes___ No___ Are there any states that you do not have an HMO network available? Yes___ No ___ If yes, what states is the HMO not available?

21. Does your plan cover members that utilize services offered through a walk-in facility such as those located in a retail environment? Yes ___ No ___ If yes, are there any limitations? Yes ___ No ___. What retail locations are processed as in-network?

22. If an employee is in the HMO plans and is outside of the service area and chooses to use a walk-in facility or urgent care instead of the emergency room (for non-emergency issues), would this be covered as an in-network benefit? Yes ___ No___ Are there any limitations? Yes ___ No ___. Describe any limitations.

23. What services are provided through your telehealth provider? General Services ___ Mental Health ___ Dermatology___ Other ___. Is there a cost to SBBC for these services other than the claim cost after member copay? Yes ___ No ___. If yes, is the cost billed to SBBC? Included on ASO fee invoice ___ As a separate line item in the Claim Wire ___ Billed/Invoiced separate from the ASO invoice ___ Other ___. If there is an additional fee, the fee must be shown in the **Medical Financial Response Form Attachment L**.

24. Are there any hospital or hospital systems in Florida that require you to send non-participation notices to members in 2024 or over the past 5 calendar years? Yes____ No____. Provide the names of the hospital or hospital system for which the notice was sent and indicate if hospital or hospital system ultimately rejoined the network and in what timeframe the compared to the mailing of the non-participation notices.

25. Are there any provider groups in Florida that required you to send non-participation notices to members in 2024 or over the past 5 calendar years? Yes____ No____. Provide the names of the providers or provider groups for which the notice was sent and indicate if provider group ultimately rejoined the network and in what timeframe compared to the mailing of the non-participation notices.

26. At the time of proposal submission, what percentage of PCPs and Specialists in Florida (Broward, Miami-Dade and Palm Beach) are closed to new members? Miami-Dade PCPs ____ SPCs____ Broward PCPs ___ SPCs____ Palm Beach PCPs____ SPCs____.

27. Do you offer shopping tools that will list high quality, lower cost providers from which a member may select? Yes___ No___. If yes, provide the name of the tool(s) and explain what services are listed (such as advanced imaging) and your recommendations for rewards for members who utilize the lower cost provider. Provide a description of other resources available to members to find high quality, lower cost providers. Is there a cost for use of this tool(s)/resources. Include the cost here and in the **Medical Financial Response Form Attachment L**.

28. Do you have a method that employees can get exact prices for covered services in advance of treatment, using the members' actual plan design copay/coinsurance and deductible? Yes ___ No ___. If no, is your program based on average cost? Yes ___ No ___. Describe the services and/or procedures that can be priced by the employees and how the member cost is calculated.

29. Complete the following table for Miami-Dade, Broward and Palm Beach Counties. Use your current provider panel. (Use actual number of providers not offices). Include the same table for alternative networks and custom networks. The data provides is as of _____. Repeat table for each network included in proposal.

Proposer Network Name: _____ (example National Network, Custom Network)

| | **Total Providers** | | | | | |
|---|---|---|---|---|---|---|
| **Provider Type** | **Miami-Dade** | | **Broward** | | **Palm Beach County** | |
| | HMO | HDHP | HMO | HDHP | HMO | HDHP |
| PCPs – IM, GP, FP | | | | | | |
| Gynecologist | | | | | | |
| Pediatricians and Pediatric Specialists | | | | | | |
| All specialists | | | | | | |
| Allergy & Asthma | | | | | | |
| Cardiologists | | | | | | |
| Cardiovascular Surgeons | | | | | | |
| Chiropractors | | | | | | |
| Dermatologists | | | | | | |
| Endocrinologists | | | | | | |
| ENT | | | | | | |
| Gastroenterologists | | | | | | |
| General Surgeons | | | | | | |
| Geriatricians | | | | | | |
| Hematologists | | | | | | |
| HIV/AIDS Physicians that specialize in HIV/AIDS treatment | | | | | | |
| Infectious Disease | | | | | | |
| Neurologists | | | | | | |
| Neurosurgeons | | | | | | |
| Non-OB Gynecologists | | | | | | |
| Obstetrician/Gynecologists | | | | | | |
| Oncologists | | | | | | |
| Ophthalmologists | | | | | | |
| Orthopedic Surgeons | | | | | | |
| Pediatricians | | | | | | |
| Podiatrists | | | | | | |
| Primary Care Physician | | | | | | |
| Pulmonologists | | | | | | |
| Rheumatologists | | | | | | |

| Provider Type | Total Providers | | | | | |
|---|---|---|---|---|---|---|
| | Miami-Dade | | Broward | | Palm Beach County | |
| Urologist | | | | | | |

30. Are all hospital-based physicians (e.g., emergency, pathology, anesthesia and radiology) affiliated with network hospitals contracted? Yes ___ No___. How are non-contracted hospital-based physicians reimbursed for services, if they providing services in a participating hospital (i.e. shared savings, balance billed)? Other than a member voluntarily choosing an out-of-network provider, are there any circumstances where a member can be balanced billed by a provider? Yes__ No__.

31. If covered services are not available within the contracted network, how will members obtain necessary services? Are claims adjudicated as in or out-of-network? In____ Out____. Are billed charges negotiated if considered out-of-network? Yes____ No_____. Are there fees associated with the negotiations? Yes____ No____. If yes, how is the fee determined? If there is an additional fee, the fee must be shown in the **Medical Financial Response Form Attachment L**.

32. What are your standards for wait time to schedule an appointment for the following appointment types? Do they differ by plan type? Yes ___No ___. Provide a recent report that shows the actual results for length of time schedule an appointment and indicate how often these statistics are updated.

| Appointment Type | Wait Time to Get a Scheduled Appointment | |
|---|---|---|
| | HMO | HDHP |
| Initial Patient Visit | | |
| Established Patient – Routine Visit | | |
| Annual Physical Exams | | |
| Specialist Visit | | |
| Medicare Annual Physical | | |
| Mental/Behavioral Health Initial Patient Visit | | |
| Mental/Behavioral Established Patient Visit | | |
| Substance Abuse/Addiction Initial Patient Visit | | |
| Substance Abuse/Addiction Established Patient Visit | | |

33. What percentage of your network physicians offer expanded office hours? How is this information communicated to members?

| HMO Network | Type of Provider | % with Evening/Hours | % with Weekend Hours |
|---|---|---|---|
| Primary Care Physician | | | |
| Pediatricians | | | |
| OB/GYN | | | |
| Specialists | | | |

| HDHP Network | Type of Provider | % with Evening/Hours | % with Weekend Hours |
|---|---|---|---|
| Primary Care Physician | | | |
| Pediatricians | | | |
| OB/GYN | | | |
| Specialists | | | |

34. Describe your transition of care if taking over an account from another carrier. Explain if the transition plan differs if, during the term of the contract, a provider is terminated by your plan or, if a provider voluntarily terminates. Will ongoing services be treated as in-network? Yes ___ No ___ If yes, for how long? Does the transition differ for members receiving behavioral health care where the provider(s) is not a contracted provider(s) in the proposed network or is terminated during the course of treatment? Yes ___ No ___. If yes, explain transition process in these cases.

35. Do you have a network in the following areas where SBBC has a high concentration of college dependents? If yes, which network would apply for these college students?

| | | |
|---|---|---|
| Daytona Beach | ☐ Yes ☐ No | Network: |
| Gainesville, Florida | ☐ Yes ☐ No | Network: |
| Tallahassee, Florida | ☐ Yes ☐ No | Network: |
| Orlando, Florida | ☐ Yes ☐ No | Network: |
| Tampa, Florida | ☐ Yes ☐ No | Network: |

36. Indicate if you have a "Centers of Excellence" programs for each of the following and list your designated facilities for each.

| | | | |
|---|---|---|---|
| Transplants | ☐ Yes ☐ No | Facility(ies): | |
| Cardiovascular | ☐ Yes ☐ No | Facility(ies): | |
| Cancer – Types ___ | ☐ Yes ☐ No | Facility(ies): | |
| HIV/AIDS | ☐ Yes ☐ No | Facility(ies): | |
| Neonatal | ☐ Yes ☐ No | Facility(ies): | |
| Joint replacements | ☐ Yes ☐ No | Facility(ies): | |
| Other _____ | ☐ Yes ☐ No | Facility(ies): | |

37. Describe how your organization informs members of the Centers of Excellence program. Is the program voluntary or mandatory? Voluntary ___ Mandatory ____. List the last 10 procedures and/or disease states for which a Center of Excellence was introduced, and date introduced. Have any facilities been removed from the Centers of Excellence program? Yes____ No____. If yes, provide the procedures and facilities removed and why they were removed. Are individual providers considered a Center of Excellence if results and cost are consistently superior? Yes____ No_____.

38. What quality, cost, satisfaction and outcome data are available for both SBBC and members for selecting in-network providers (specifically cancer care, orthopedics, maternity, heart disease, behavioral health, pediatrics, emergency care, etc.)? How is this data updated and what additional data will be available in 2026?

39. Do you have a network management/provider services department that can assist SBBC and its members with provider issues? Yes___ No___. List the staff members/titles to be assigned to SBBC. Where is the network management/provider services staff that services your Florida network located?

40. Describe how your organization will communicate with providers the SBBC schedule of benefits, prior authorization requirements and general administrative policies and procedures specific to SBBC Medical Plan? How are changes to any of the above communicated to the providers? How do communicate with providers to ensure referrals are to network facilities and other network providers?

41. How often do you re-credential network providers? Every Year ___ Every Other Year ___ Every Three Years ___ Other ___How often do you allow renegotiated contract terms. Every Year ___ Every Other Year ___ Every Three Years ___ Other ___

42. Between re-credentialing cycles, do you conduct ongoing monitoring of practitioner sanctions, complaints and quality issues? Yes ___ No ___. If yes, how often?

43. What is the process and timing for additional providers to be added to the network? Can members elect or nominate providers to be added to the network? Yes ___ No ___ If yes, what is the process.

44. How many physicians have terminated from your Florida (Miami-Dade, Broward, Palm Beach) network in 2023, 2024 and YTD 2025 that failed to maintain credentialing standards and how many have been terminated due to quality assurance or other reasons? How many voluntarily terminated?

| **Non-Voluntary – Credentialing Issues** | **2023** | **2024** | **YTD 2025** |
|---|---|---|---|
| Miami-Dade County | | | |
| Broward County | | | |
| Palm Beach County | | | |
| **Non-Voluntary – Quality Assurance** | | | |
| Miami-Dade County | | | |
| Broward County | | | |
| Palm Beach County | | | |
| **Voluntary** | | | |
| Miami-Dade County | | | |
| Broward County | | | |
| Palm Beach County | | | |

**Benefit Administration**

45. Are you currently in the process of any system conversions (i.e. claim processing, reporting tools, phone system, website, etc.)? Yes___ No___. If yes, describe the system, the changes and projected completion date. Are there any major changes, upgrades, or modification of your systems scheduled in the next thirty-six (36) months? If yes, describe the product changes (i.e. enhancement, upgrades, etc.), processes and procedures and implementation schedule.

46. If your plans do not follow Florida's Essential Health Benefits (EHBs), what state is utilized? List all plan deviations from the Florida EHBs.

47. SBBC would like to receive rebates for all rebate eligible medications that are processed through the medical plans. Can you administrator these types of rebates? Yes ___ No ___. If yes, would 100% of the rebate be shared with SBBC? Yes ___ No ___. If no, what percentage would you share? ____

48. Confirm varying copays based on place/type of service can be automatically adjudicated, (example MRI at a free standing vs. hospital based or different copay for identified preventive drugs, or different copays for high performing providers vs. non-high performing). Yes __ No ___. If no, explain.

49. Should SBBC elect to use an outside vendor for the following programs during the term of the contract, please describe any associated cost that would be charged to SBBC? If there is an additional fee, the fee must be shown in the **Medical Financial Response Form Attachment L**. Explain how the data interface between the two organizations would work with regards to claims and eligibility.
    **a.** Wellness program

**b.** Disease management program(s)
**c.** Targeted or all behavioral health services
**d.** Advanced imaging services
**e.** On-site clinic
**f.** Targeted point solutions (examples, weight management, virtual physical therapy)

50. Confirm you will provide COBRA administration services. Yes____ No____. In the response to this question, provide all billing options for COBRA administration (pepm, per event, etc.). Fees on a pepm basis must also be shown in the **Medical Financial Response Form Attachment L**.

51. Are you willing to accept full fiduciary responsibility for the plan, defense and all appeals level (internal and external)? Yes ___ No ___. Is there any cost for being the fully fiduciary? Yes ___ No ___ If yes, provide the cost in this section. Fees must also be shown in the **Medical Financial Response Form Attachment L**.

52. Do you have any arrangements or capabilities in place today, with provider(s) to have onsite visits at work locations performed by physicians or nurse practitioners? Yes__ No__ If yes, what type of services can be performed at SBBC locations and is there a cost for such services. Yes ___ No ___ If there is a cost, provide the cost in this section. Fees must also be shown in the **Medical Financial Response Form Attachment L**.

53. In one page or less, describe your provider fraud and abuse unit. Include how you determine and measure the overuse of tests, treatments and procedures? Provide the number of employees in the fraud, waste and abuse unit and the number of providers this unit monitors. Provide a sample report and frequency of the report that will be provided to SBBC detailing the fraud detection efforts and recoveries that impacts their program.

54. How do you track member verbal and written complaints (exclude appeals) received by your organization? Are you able to provide SBBC a report on the number and types of complaints (both written and telephonic) received in a calendar year for all plan members (total population) and SBBC members specifically? Yes ___ No ____. Provide a sample report.

55. How many verbal and written complaints (exclude appeals) were received in the location servicing SBBC per 1,000 members during 2023, 2024 and YTD 2025? What were the reasons for the top 5 written and top 5 verbal complaints?

| **Year** | **Number per 1000** |
|---|---|
| 2023 | |
| 2024 | |
| YTD 2025 | |

56. Are the member grievances/appeals tracked and reported? Yes ___ No ___ If yes, are you able to provide SBBC with a report capturing the number and types of grievances/appeals which are received from SBBC members? Yes ___ No ___. Provide a sample report.

57. Describe how your organization identifies a member with ESRD and works with members who are identified as having ESRD to encourage enrollment in Medicare once eligible?

**Claims Processing and Member Services**

58. Are eligibility and claims administered on the same system? Yes___ No___ If no, how are these functions integrated? How many different systems are involved in determining eligibility, processing the claim, paying the provider and invoicing the client? Describe the flow of data and timing of data transfers between the systems. Has there ever been an instance where the systems failed to communicate with each other? Yes ____ No ____. If yes, describe all instances and the impact to members, employers and providers. Has there ever been an instance where the systems failed to communicate with providers/facilities? Yes ____ No ____. If yes, describe all instances and the impact to members, employers and providers.

59. Provide the location where claims and eligibility will be processed for SBBC.

60. Are in and out-of-network claims paid by the same claims system? Yes ___ No ___ If two different claims systems are used, describe each and specify how the systems interact.

61. Does your firm offshore any claims processing, records retention, customer service or any other services outside the United States? Yes ___ No ___ If yes, explain the services being offshored. Do you have an option to maintain these services within the United States? Yes ___ No ___

62. Can your plan track and report on customer service activity such as number of member calls, hold times and topic of call? Yes ___ No ___. Provide a sample report.

63. Does your plan have a 24-hour nurse line? Yes ___ No ___ If no, what are the days and hours of operation? Do you report utilization? Yes___ No____.

64. Does your plan have a 24-hour toll free number for member services and provider services? Yes ___ No ___ If no, what are the days and hours of operation?

65. Describe the services and features members have access to on:

| | Dedicated SBBC Website | Member Mobile App |
|---|---|---|
| ID card and ability to print card | | |
| Provider directories | | |
| EOBs | | |
| Provider Claims | | |
| Wellness Program Features | | |
| Customer service chat/live | | |
| 24-Hour Nurse line | | |
| Members medical records for all claims in one location | | |
| Link or direct access to cost / transparency tools | | |
| Disease Management Resources | | |
| Discount Program (such as Gyms) | | |

66. Can you accommodate information from carve-out vendors for ID cards? Yes__ No__ Describe any requirements, costs and limitations.

67. Is there a charge for replacement cards? Yes ___ No ___ If yes, what is the charge?

68. What is your normal turnaround time for production and mailing of ID cards? Open enrollment ___ New Employees___ Replacement Cards___ Can you provide custom ID cards such as including SBBC Logo? Yes ___ No ___.

69. What other languages are available through your customer service unit?

70. What are your organization's target goals for the following metrics?

| Member Service | Target Goal | 2024 Actual Performance | YTD 2025 Actual Performance |
|---|---|---|---|
| Average Speed of Answer | | | |
| Average Length of Call | | | |
| First Call Resolution Rate | | | |
| Call Abandonment Rate | | | |

71. Describe online resources that are available specifically in Florida (to SBBC members):

| Member Online Resources | Yes | No | Planned * |
|---|---|---|---|
| Provider Directory | | | |
| Links to Physicians' Websites | | | |
| Claim Status | | | |
| Claims History | | | |
| Explanation of Benefits | | | |
| Provider Performance Information (Hospital Comparison/Profiles) | | | |
| Personal Health Assessment (PHA) | | | |
| Personalized Health Record | | | |
| Plan Policies or SPDs | | | |
| Receive Personalized Health News/Information | | | |
| Health Coaching | | | |
| Ask a Nurse/Medical Questions | | | |
| Disease Specific Chat Rooms | | | |
| File Complaints | | | |
| E-mail Member Service | | | |
| Order Replacement ID Cards/Electronic ID Cards | | | |
| Other | | | |

*Indicate date of anticipated implementation.

72. Are network contracts/fee schedules loaded into your claims administration system or must claims be submitted elsewhere for re-pricing? Yes____ No____. If no, describe the repricing process from receipt to payment of claim.

73. What percentage of your claims submitted by facilities are auto adjudicated? _____% By physicians? _____%. Describe the claim criteria that would prevent a claim under the current benefits from being auto adjudicated and subject to manual review and processing.

74. Confirm that you administer all the current plan designs. Yes ___ No ___Include all deviations to covered services, limitations/exclusions and system limitations in **Attachment N, Plan Designs**. Failure to disclose deviations that contribute to additional claims cost may result in the Awardee being financially liable for the additional claims cost to both SBBC and the member.

75. Describe any special review process (catastrophic claims, large hospital bills, etc.) performed by outside vendors and associated costs. Provide any outside vendor and other review fees in this section and **Attachment L, Medical Financial Response Form**.

76. Describe the dispute resolution process with claims that are challenged under the No Surprise Act. Are there any associated fees with the dispute resolution process that will be charged to SBBC? Yes___ No___. If yes, describe and include in the **Medical Financial Response Form Attachment L**. Provide a report showing the number of providers and number of corresponding claims by provider that are currently under dispute and where the dispute stands. Provide a report from 2023 through YTD 2025 that show the number of disputes that have been resolved and the outcomes of each including the financial results.

77. What access will SBBC auditors have to claims and administrative data necessary to complete at a minimum annual audit for both medical and pharmacy claims? Describe any limitations. Have you included any dollars in your proposal for SBBC to use to pay for these types of audits? Yes ___ No ___ If yes, how much has been included. Provide the amount in this section and **Attachment L, the Medical Financial Response Form**. Provide a standard audit agreement for both medical and pharmacy audits.

78. Are you willing to allow access to data for a targeted medical/pharmacy claims audit, at your expense, in the event of performance or claim processing issues? Yes ___ No ___ Include any dollars for audits that you have included in your proposal.

79. Provide details regarding your organization's claims processing performance for the most recent year for HMO and HDHP plans.

| | **HMO** | **HDHP** |
|---|---|---|
| Clean claims processed within 10 days | % within days | % within days |
| Clean claims processed within 30 days | _____ Business Days | _____ Business Days |
| Average days turnaround | | |
| Coding accuracy | Target ___ Actual ___ | Target ___ Actual ___ |
| Financial accuracy | Target ___ Actual ___ | Target ___ Actual ___ |

80. What percentage of claims submitted are denied for processing (pre-discount, pre-adjudication)? Is Artificial Intelligence used to identify claims to be denied? Yes____ No____. If yes, what percentage of denied claims were denied using Artificial Intelligence____%. Complete the following chart:

| | **2024** | | **YTD 2025** | |
|---|---|---|---|---|
| | **Pre-Discount** | **Pre-Adjudication** | **Pre-Discount** | **Pre-Adjudication** |
| Number of claims denied / total of claims submitted | | | | |
| Dollars of billed charges denied / total billed charges submitted | | | | |

81. What percentage of services were denied for medical necessity in 2023, 2024 and YTD 2025? Of those denials, what percentage was appealed and subsequently approved? Describe what types of services are most frequently denied and why these services are denied.

| | **2023** | **2024** | **YTD 2025** |
|---|---|---|---|
| % Denied | | | |
| % Appealed | | | |
| Subsequently Approved | | | |

**Wellness**

82. Confirm you will contract with WalkingSpree to continue the SBBC wellness program. Yes____ No____. If no, provide a description of your proposed wellness program. Separately list any deviations from and enhancements to the current program. All SBBC events are in person, virtually and/or onsite.

| | Y/N | Deviation |
|---|---|---|
| Administer a Personal Health Assessment | | |
| Administer onsite biometric screenings | | |
| Administer and track incentive rewards | | |
| Coordinate and attend health and wellness fairs | | |
| WalkingSpree platform administration | | |
| Back-up staff for vacation/time-off for all positions | | |
| Organize wellness challenges – onsite and virtual | | |
| Provide access to online wellness classes through a wellness mobile app | | |
| Provide an app for members to track activities, points and incentives | | |
| Publish monthly wellness newsletters | | |
| Provide links to smoking cessation programs | | |
| Offer a digital/virtual physical therapy program | | |
| Provide access to discounted gym memberships | | |
| Offer a healthy pregnancy program | | |
| Administer and attend annual wellness events | | |
| Other | | |

83. Confirm you can administer the proposed wellness program with little or no manual intervention. Confirmed ___. Confirm you can electronically receive information on the current wellness participants Yes____ No____, level of participation (points and incentives earned in year) Yes____ No____, Personal Health Assessment results Yes____ No____, biometric screening results Yes____ No____. How would the data be integrated within the systems? Would the integration be automated or manual? Automated ____ Manual____. Describe any limitations in administering the current wellness program.

84. Provide a case study of the most innovative wellness program administered. Include participation levels and any results demonstrating improvement in health to the members. Confirm, this plan can be administered in South Florida. What if any cost impacts to offering this innovative wellness program and how will it integrate with the WalkingSpree platform?

85. Describe any proposed enhancements to SBBC's wellness program that will provide a direct impact on members overall health. Indicate if the components are mandatory or optional. Include any cost built into the ASO or other fees for mandatory programs and separately for optional programs. Fees must also be shown in the **Medical Financial Response Form Attachment L**.

86. Describe the medical staff and/or advisory board who are responsible for reviewing your wellness programs.

87. Describe your capabilities to manage wellness rewards and incentives. Provide examples of incentives and annual budget.

88. Complete the table below and provide documentation and evidence for the Lifestyle Management Programs you provide (check all that apply). Provide evidence for gender specific education and awareness (i.e., breast care for women, cardiovascular

disease for women, prostate for men). Include any associated fees in the table below and in **Attachment L, the Medical Financial Response Form**.

| Lifestyle Management Programs – Delivery Mode | | | | | | |
|---|---|---|---|---|---|---|
| | **Mailings** | **Self-Directed Programs** | **Telephonic and Virtual Coaching** | **Onsite Seminars Lunch and Learns** | **One-on-One Counseling** | **Other** |
| Heart Disease | | | | | | |
| Diabetes & Diabetic Counseling | | | | | | |
| Cholesterol | | | | | | |
| Hypertension | | | | | | |
| Asthma | | | | | | |
| Nutrition | | | | | | |
| Fitness & Exercise | | | | | | |
| Women's Health | | | | | | |
| Men's Health | | | | | | |
| Self-Care | | | | | | |
| Smoking Cessation | | | | | | |
| Weight Management | | | | | | |
| Stress Management | | | | | | |
| Brain Health/Neuro | | | | | | |
| MSK Management | | | | | | |
| Cancer Management | | | | | | |
| Metabolic Syndrome | | | | | | |
| Other: | | | | | | |

89. Describe your capabilities to manage or offer the following (check all that apply):

| | **SERVICES** | | | | **OUTSOURCED VENDOR** | |
|---|---|---|---|---|---|---|
| | **Offer** | **Manage** | **Coordinate** | **Community Partnership** | **Name of Vendor** | **Service Not Offered** |
| Onsite Clinic | | | | | | |
| Lunch and Learns | | | | | | |
| Virtual Sessions on various wellness topics | | | | | | |
| Fitness Center Discounts | | | | | | |
| Weight Loss Competitions | | | | | | |
| Stress Management (Yoga, Tai Chi, etc.) | | | | | | |
| Walking Programs | | | | | | |

| | SERVICES | | | | OUTSOURCED VENDOR | |
|---|---|---|---|---|---|---|
| | **Offer** | **Manage** | **Coordinate** | **Community Partnership** | **Name of Vendor** | **Service Not Offered** |
| Other: | | | | | | |

90. List the total employer groups and total members your company provided Wellness programs that included incentives and Disease Management Programs as of January 1, 2024, and January 1, 2025.

| **Wellness** | **As of January 1, 2024** | | **As of January 1, 2025** | |
|---|---|---|---|---|
| | **Employer Groups** | **Members** | **Employer Groups** | **Members** |
| Nationally | | | | |
| Florida | | | | |
| Florida (Broward, Miami Dade, Palm Beach) | | | | |
| **Disease Management** | | | | |
| Nationally | | | | |
| Florida | | | | |
| Florida (Broward, Miami Dade, Palm Beach) | | | | |

**Disease Management**

91. In one page or less, describe how your Disease Management program is unique in the industry.

92. List all optional disease or other conditions that SBBC can opt into? Include the cost of each program and include the program name and cost in **Attachment L, Medical Financial Response Form.**

| | **Y/N** | **Optional or Mandatory** | **Cost** | **Proposers assigned Staff for each of the listed diseases** | **Total number of members in South Florida managed for each of the listed diseases** |
|---|---|---|---|---|---|
| Asthma | | | | | |
| Coronary Artery Disease | | | | | |
| Diabetes / Pre-Diabetes | | | | | |
| Chronic Obstructive Pulmonary Disease | | | | | |
| Congestive Heart Failure | | | | | |
| Dyslipidemia / Hyperlipidemia | | | | | |
| Tobacco Use | | | | | |
| Weight Management | | | | | |
| Stress | | | | | |
| Other | | | | | |

93. Are members identified for Disease Management automatically enrolled (requiring them to opt-out if they choose not to participate) or do members identified for Disease Management have to enroll to participate? Opt-Out ___ Opt-In ___. If opt-in, how many attempts and how are members contacted to participate in the disease management program?

94. What are your organization's criteria to discharge/dis-enroll a member in the disease management program? Provide patient attrition rate (patient disenrollment) for 2024 and YTD 2025 for each Disease Management Program offered.

95. Are patient's physicians notified of the Disease Management care plan? Yes___ No___. Are they notified of the members' progress or lack of progress?

96. Do all members in the Disease Management Program have a specific nurse manager regardless of whether they are suffering from one or more than one chronic condition? Yes ___ No ___If there are exceptions, explain each.

97. Confirm you can electronically accept information on participants currently enrolled in SBBC's diabetes management program. Confirmed ___. Confirm you can enroll members currently participating in a disease management programs with little or no manual intervention. Confirmed ___ Confirm you can provide regular reporting on disease management enrollment and utilization. Yes ___ No ___

98. Describe any limitations you foresee in the transfer of data and ongoing administration of the current disease management programs. Address how you will gather historical data and communicate the program to members enrolled through the data transfer, if applicable.

**Cost Containment**

99. Is pre-authorization of high-tech radiology services required? Yes___ No____. Is there steerage to high tech radiology services at a lower cost place of service? Yes ___ No ___ If yes, describe the program(s) and any associated fees. Include the program name and cost in **Attachment L, Medical Financial Response Form**.

100. Describe any services that you offer to support Health Women's Care. Include the program name and cost in **Attachment L, Medical Financial Response Form**.

101. Describe any services/programs that you offer virtually including Physical Therapy. Include the program name and cost in **Attachment L, Medical Financial Response Form.**

102. Describe any programs that you are offering to support Healthy Pregnancy. Include the program name and cost in **Attachment L, Medical Financial Response Form.**

103. Can you offer a discount Gym Program? Yes ___ No ___ Is there any cost for this program? Yes ___ No ___ What gyms are included in the program and what is the criteria, if any, to receive the discount? Include the pricing in **Attachment L, Medical Financial Response Form.**

104. Are there any other cost containment program/services that you are offering? Yes ___ No ___ If yes, describe the program/service and the overall benefits of the program/service. Include the pricing in **Attachment L, Medical Financial Response Form**.

**Case Management**

105. In one page or less, describe unique features of your case management program.

106. In one page or less, describe unique features of you complex and catastrophic care management. Include bill review to determine excessive charges.

107. In one page or less, describe unique features of your utilization management program.

108. In one page or less, describe unique features of your clinical management program.

109. In any of your case and disease management programs, describe the additional staff that will be required if awarded SBBC's contract.

110. Provide the type of clinical staff (such as MDs, RNs, LPNs, other) members be assigned/dedicated to SBBC account for the following services.

| Type of Clinical Staff | Case Management | Disease Management | UM Management | Medical Management | Wellness | Other |
|---|---|---|---|---|---|---|
| MDs | | | | | | |
| RNs | | | | | | |
| LPNs | | | | | | |
| Physician Assistant | | | | | | |
| Other | | | | | | |

**Behavioral Health**

111. In one page or less, describe unique features of your behavioral health programs that differentiate the programs from other carriers' programs. Separately, provide optional programs that can be elected by SBBC and the cost of each program. Fees must also be shown in the **Medical Financial Response Form Attachment L**.

112. As an Attachment, provide a list by county of the Behavioral Health/Substance Abuse facilities under contract in Florida (Miami-Dade, Broward or Palm Counties) in the following format.

| Specialty | Facility Name | Location |
|---|---|---|
| **Behavioral Health Facilities** | | |
| Inpatient | | |
| Intensive Outpatient<br>Freestanding<br>Hospital Based | | |
| **Partial Hospital**<br>Freestanding<br>Hospital Based | | |
| **Substance Abuse Facilities** | | |
| Inpatient | | |
| Intensive Outpatient<br>Freestanding<br>Detox Centers<br>Hospital Based | | |
| **Residential Treatment Facilities** | | |
| **Other Addiction Services**<br>Gambling<br>Eating Disorder<br>Sex<br>Internet | | |
| **Medication Assisted Treatment (MAT)** | | |

113. Provide the number of Behavioral Health professionals included in your Florida (Miami-Dade, Broward or Palm Counties) network. What is the overall ratio to members for each of these professionals? What percentage of the providers are accessible though Telehealth only?

| Provider Type | Miami-Dade | Broward | Palm Beach | Member to Provider Ratio – |
|---|---|---|---|---|

| | | | | **All/Telehealth Only** |
|---|---|---|---|---|
| ARNP | | | | |
| LCSW | | | | |
| LMFT | | | | |
| LMHC | | | | |
| MD/DO | | | | |
| PhD | | | | |
| ABA Providers | | | | |
| Providers that specialize in the following:<br>Gambling<br>Sex<br>Internet<br>Eating Disorder | | | | |

114. What percentage of your contracted physicians are board certified in Psychiatry? Addiction Medication? _____%

115. Can you coordinate care with SBBC's Employee Assistance Programs (EAP)? Yes ___ No ___ Is there any cost for this provision? Yes ___ No ___. If yes, describe how data will be shared for a seamless member experience if services beyond those provided by the EAP are necessary. Fees must also be shown in the **Medical Financial Response Form Attachment L**.

116. Confirm you will coordinate with SBBC's EAP manager to collaborate on network issues on a regular basis in order to meet the need of their unique population. Yes___ No___. Confirm you can coordinate and administer SBBC approved care a special facilities or coverages. Yes____ No____.

117. Outline the process for patients to appeal behavioral health treatment recommendations, as well as how you manage clinical differences between SBBC's EAP and your organization.

118. Where is your clinical staff located that will provide services to SBBC, in addition to SBBC's employees located onsite?

119. Will SBBC employees have access to 24-hour behavioral health crisis intervention services or 24-hour nurse on duty services? Yes ___ No ___ If no, what are the hours?

120. Will you provide education and educational material to SBBC employees regarding available Behavioral Health/Substance Abuse/Other types of Addiction programs? Yes ___ No ___ If yes, describe.

121. How would a member access emergency care or psychiatric evaluations? Specifically for Behavioral Health?

122. How do members access services after hours and weekends? What percentages of your providers by provider type (MD/DO, PhD, LCSW, LMFT, LMHC, ARNP, ABA, Other) offer evening and weekend access specifically for SBBC membership?

| | % with evening hours | % with weekend access |
|---|---|---|
| MD/DO | | |
| PHD | | |
| LCSW | | |
| LMFT | | |
| LMHC | | |
| ARNP | | |
| ABA | | |
| Other | | |

123. Provide the number of contracted providers for the following areas:

| | Broward County | Tri-County |
|---|---|---|
| Community Based (non-hospital substance use disorder treatment – residential<br>- Adult<br>- Adolescent<br>- Child | | |
| Inpatient eating disorder<br>- Adult<br>- Adolescent<br>- Child | | |
| Outpatient eating disorder<br>- Adult<br>- Adolescent<br>- Child | | |
| Spanish speaking inpatient substance use disorder treatment<br>- Adult<br>- Adolescent<br>- Child | | |
| Spanish speaking inpatient mental health disorder treatment<br>- Adult<br>- Adolescent<br>- Child | | |

124. Do you have a network management provider services department that specifically assists with Behavioral Health/Substance Abuse provider issues? Yes__ No__. Is this manager and team listed in the proposed team listing?

125. Do you outsource or contract with any vendors to provide behavioral health services? Yes____ No ____. If yes, describe the arrangements, the associated costs and provide all CPT codes if capitated or list of services that are processed through this vendor. Outline all associated cost in the section. Fees must also be shown in the **Medical Financial Response Form Attachment L**.

**Reporting**

126. Confirm the following reports will be provided. Reports should allow for analysis by plan, member status, tier, location, union, relationship, etc. Identify if there are any fees associated with producing these reports. Fees must also be shown in the **Medical Financial Response Form Attachment L.**

| **Report** | **Frequency Provided** | **Standard or Ad Hoc** | **Available through SBBC Portal** |
|---|---|---|---|
| Monthly Claims (including reporting on Shared Savings, COB, Subrogation, Shopping Tools, ACO) | | | |
| Lag Report | | | |
| Enrollment | | | |
| Check Register | | | |
| Disputed Claim Summary Under No Surprises Act | | | |
| Invoices | | | |
| Wellness Program | | | |
| Pharmacy Rebate and Discount Reconciliations | | | |

| | | | |
|---|---|---|---|
| Total Fees Paid to Outside Vendors Including Shared Savings | | | |
| Monthly Capitation Fees | | | |
| Summary of Cases Under Any Case Management Program | | | |
| Capitated Claim Utilization | | | |
| No Surprise Act Claim Resolution | | | |
| ESRD Claim and Medicare Eligibility Tracking | | | |

127. Provide a table listing the standard reports not captured above that are available at no cost to SBBC. Please use the following format. What is the cost and parameters for producing ad-hoc reports? Fees must also be shown in the **Medical Financial Response Form Attachment L**.

| **Report** | **Frequency Provided** | **Standard or Ad Hoc** | **Available through SBBC Portal** |
|---|---|---|---|
| | | | |

128. Do you track if a member accesses any type of in person care after the use of a telehealth visit? Yes ___ No ___ If yes, what is the timeframe? Is this information included in the monthly reporting? Yes ___ No ___ If no, can this be tracked and regularly reported? Yes ___ No ___

129. With regards to the new Transparency Cost requirements under the CARES Act, describe how a member can search for negotiated current in-network rates, historical out-of-network rates, and pharmacy costs.

130. Ad hoc reports shall be available upon request. Will there be an additional charge for these reports? Yes__ No __ If yes, include the cost in this section. Fees must also be shown in the **Medical Financial Response Form Attachment L**.

131. Are reports provided that compares the cost and outcomes of episodes of care performed through Centers of Excellence to the same episode performed at non-Centers? Yes___ No____. If yes, provide sample reports.

132. Provide two examples where a group's data was analyzed, and recommendations were made to improve cost, quality and/or member satisfaction. Include the recommendation and the results after the recommendation was implemented.

133. Confirm that if SBBC were to carve-out any components of the services (such as wellness, disease management, behavioral health) that any necessary data such as claims data, prior authorizations, approvals, utilization, etc., will be transferred to the new carrier at no cost to SBBC. Yes ___ No ___

**Proposer's Financial Capability**

134. 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 that has resulted in a claim settlement. Describe from what funds the settlement is paid. Indicate if any of the settlement amount was billed to self-funded clients? Describe the timing and process as to how and when the client is notified of these charges? Are the members held-harmless if additional cost-sharing results from the settlement? Yes ___ No ___. If no explain.

135. Is your organization currently in compliance with Florida Office of Insurance Regulation profitability and reserve requirements? Yes ___ No ___. If no, have you been required to submit a Corrective Action Plan (CAP)? Yes ___ No ___. If yes, attach a copy of the CAP.

136. Describe your standard banking arrangement for self-funded clients. Include:
    a. How and when is the account funded?
    b. Options you have available for reimbursement frequency and method.
    c. The minimum funding balance requirement and its development, and any initial deposit requirements.

**Proposer's Use of Innovative Technologies and Products**

137. In three pages or less, succinctly describe your innovative technologies, products and programs and the impacts on SBBC finances, administration and members, including use of AI. Include any cost to these programs, whether they are optional or mandatory, how long they have been in place and the number of members in the tri-county area that are enrolled or utilize these programs. Include how these programs will integrate with the various systems and other programs and how accessed. Provide a client reference that has been using each of these services in including date implemented.

138. Is your organization using AI to assist collecting and providing information during any member call to customer service, to the 24-hour Nurse line calls, during case management or other member or provider interaction? Yes ___ No ___ If yes, can you explain how and in what areas AI is assisting. If there are associated costs, they must be shown in the **Medical Financial Response Form Attachment L**.

139. Is your organization using AI to assist case managers to identify gaps in care and direct members to the most high-quality, cost-effective site of care? Yes ___ No ___. If yes, can you explain the process. If there are associated costs, they must be shown in the **Medical Financial Response Form Attachment L.**

140. Provide a full listing of providers and services that you currently offer through virtual care/telehealth, including the specialty, waiting times, types of services offered in the following table. Are you willing to recruit additional providers to provide virtual services? Yes ___ No ___ If yes, are you willing to place a performance guarantee on recruitment efforts? Yes ___ No ___

| Type of Provider | Number of Available Providers | Services Performed | Average Wait Time for Virtual Appointment |
|---|---|---|---|
| PCP | | | |
| Mental Health/Substance Abuse | | | |
| Dermatology | | | |
| Other: | | | |
| | | | |

141. Provider a short explanation of innovative solutions you are offering for supporting and educating SBBC's members, in areas such as:

    a. Medical Opinion
    b. Women's Health
    c. Oncology
    d. Other

142. Does your firm have the ability to review SBBC's membership based on members' zip codes, to identify areas of SBBC's membership that have gaps in care (such as specific zip code where members in that particular zip code are not doing their annual preventive services/social determinants of care)? Yes ___ No ___ Do you have current arrangements with hospital systems, urgent care systems, walk in clinics, retail clinics or other systems to help provide locally placed PCP services and pharmacy dispensing services within Broward County to assist members to closer and more timely access to PCPs/Nurse Practitioners who will provide wellness and preventive services? Yes ___ No ___. If there are associated costs, they must be shown in the **Medical Financial Response Form Attachment L**.

143. Does your organization have the capabilities of placing onsite kiosks in SBBC locations? Yes ___ No ___ if yes, is there any cost? Yes ___ No ___ What services are provided through the kiosks (i.e. Virtual visits, over the counter medications). If there are associated costs, they must be shown in the **Medical Financial Response Form Attachment L**.

144. Explain and provide examples of any cutting-edge programs currently in place around the delivery of pharmacy medications such as Amazon, Swift RX or any other services to assist members in access to lower cost medications.

145. Explain and provide any mobile apps that allow SBBC's membership to access all their medical records, testing results, provider records, etc. in one location, with the ability to share data with other medical professionals. How is this data maintained and

updated? When a member leaves SBBC or retires are there any restrictions on the members access to this data or limitations? Is there any cost associated to SBBC or member If there are associated costs, they must be shown in the **Medical Financial Response Form Attachment L.**

146. Do you offer any Emergency types of services through a mobile service directly to members' homes (such as Dispatch Health) providing the member an additional option to an Emergency Room Visit? Yes ___ No ___ If yes, what are the hours of operation? Explain how claims are processed. If there are associated costs, they must be shown in the **Medical Financial Response Form Attachment L**.

147. Do you offer any other "mobile" based services to SBBC locations or directly to members' homes, such as the below items? If there are associated costs, they must be shown in the **Medical Financial Response Form Attachment L**.

    a. Dermatology Services (On-spot mobile Van)
    b. Health Coaching
    c. PCP type of services
    d. Behavioral or Mental Health Services
    e. First Responder Services
    f. Cooking Classes / Educational Sessions on nutrition
    g. Meal delivery based on the members conditions
    h. Other

148. Do you have the ability to provide capitated PCP and wellness services for the active population? Yes___ No____. If yes, describe the program, the network of providers and the capitation fee on a pmpm basis. If available, include the capitation fee in the **Medical Financial Response Form Attachment L.**

**Valued Based Payments**

149. Are physicians, clinics and/or hospitals rewarded for improving quality performance? Yes ___ No ___. If yes, describe in detail including measures, incentives/rewards and shared savings. If there is any cost for these services or charges to SBBC, provide the cost/charge estimate in this section and also in **Attachment L, the Medical Financial Response Form**.

150. If Accountable Care Organizations (ACOs) are part of the network, describe how members are attributed to the ACO and when they are removed. Are providers given member specific information for care management? Yes____ No____. How is provider access to this information monitored?

151. Is member satisfaction information linked to physician compensation? Yes ___ No ___ If yes, how is the physician compensation determined and is there a financial impact to SBBC?

152. What distinguishes your ACO or similar value-based programs/models from your competition? Provide all ACO and/or Pay for Performance arrangements in Broward County by practitioner group and ACO name. include amount paid each year to each group, number of members attributed to the group as of January 1, 2025, description of the group and number and type of providers covered under the arrangement. Have you paid any of your clients for measures not being met? Yes __ No ___.

153. What tools are used to measure and assess the financial impact of an ACO or similar value-based programs/models? On average, what have been the financial impacts your company has seen in Broward County specifically to the end user?

154. Can your organization support SBBC in incenting members or steering care to high-quality, cost-effective providers? Yes ___ No ___ If yes, can you track the utilization from SBBC and/or member perspective?

**Proposer's Proposed Price**

155. What is your overall network pricing for the proposed network(s) as compared to prevailing Medicare reimbursement for hospitals? For physicians?

156. If your plan contracts for utilization management, network, etc. (but not fully capitated), disclose all such charges on a per employee per month basis and detail all services covered. Provide the cost in this section and **Attachment L, the Medical Financial Response Form**.

157. What fee schedule do you use for non-contracted hospital-based providers such as anesthesiologists that provide services as part of an in-network, approved procedure? Can you administer an alternate fee schedule or approach at SBBC's request? Yes ___ No ___. If yes, describe any limitations surrounding the alternative fees schedule or approach. Describe any fees associated with the processing claims of non-contracted hospital-based providers that provide services as part of an in-network, approved procedure.

158. Hospital Pricing Analysis for Broward County Only. Complete the following tables for hospital inpatient and hospital outpatient services based on the most recent 12 months of data. Include the same table for alternative networks. Date data is as of _____.

**Hospital Inpatient**

| Type of Admission | Sub-Category | % of Admissions | | % of Days | | Average Eligible Charge Per Day | | Average Negotiated Per Diem |
|---|---|---|---|---|---|---|---|---|
| | | HMO | HDHP | HMO | HDHP | HMO | HDHP | |
| Medical/Surgical | | % | % | % | % | $ | $ | $ |
| ICU/CCU | Adult | % | % | % | % | $ | $ | $ |
| | Pediatric | % | % | % | % | $ | $ | $ |
| | Neonatal | % | % | % | % | $ | $ | $ |
| Maternity | Vaginal | % | % | % | % | $ | $ | $ |
| | C-Section | % | % | % | % | $ | $ | $ |
| **Total** | | | | | | | | |

**Note:** Eligible charges are submitted charges less ineligible charges such as duplicates, non-covered items, etc. Average Negotiated Per Diem should include the impact of any outlier provisions.

**Hospital Outpatient**

| Type of Service | Reimbursement Method | | Average Eligible Charge Per Encounter | | Average Allowed Amount Per Encounter | | Net Effective Discount % | |
|---|---|---|---|---|---|---|---|---|
| | HMO | HDHP | HMO | HDHP | HMO | HDHP | HMO | HDHP |
| Surgery | | | $ | $ | $ | $ | % | % |
| Emergency Room | | | $ | $ | $ | $ | % | % |
| Radiology | | | $ | $ | $ | $ | % | % |
| Pathology | | | $ | $ | $ | $ | % | % |
| Therapy (PT/OT/ST) | | | $ | $ | $ | $ | % | % |
| **Total** | | | | | | | | |

Note: Reimbursement Method refers to case rates, flat fees, % of Medicare, Allowable, % Discount, etc.

159. To determine network discounts, the proposal evaluation will use a repricing methodology. Data will be assessed for the specific networks included in each carrier's response. Results will be treated as confidential. The repricing data includes claims 12 months of paid claims for the period ending September 30, 2024. **Attachment T, Medical Repricing File 1 Oct - Dec,**

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**Attachment T, Medical Repricing File 2 Jan - Mar, Attachment T, Medical Repricing File 3 April – June, Medical Repricing File 4 July - Sept** must be completed in their entirety for each proposed network. A summary must also be provided but not in lieu of line by line repricing. Reported allowed amounts should be based on provider contract terms that will be in effect January 1, 2026. The allowed amount for non-contracted providers should be the average negotiated amount for calendar year 2024. If the service is capitated, "CAP" is to be inserted in lieu of an allowed amount.

160. If your quote includes capitated services, include the per employee or per member per month fee for each capitated arrangement. For each capitated arrangement, include the CPT or other procedure or revenue code (etc.) that is included in the capitation along with a description of services. How are capitated services paid? Claim Wire ___ Included in ASO Fee ___ Billed/Invoiced___ Other___. Capitation fees are for services only and should not include management fees for carve-out vendors or network access fees which should be reported separately in the appropriate section in the **Medical Financial Response Form Attachment L**.

161. Provide a list of all shared savings programs that you offer and the percentage for each program, if utilized. Include how the amount retained by the awardee is reported to SBBC whether a part of the claim wire, fee invoice, etc. Use information included in **Attachment T, Medical Repricing File 1 Oct - Dec, Attachment T, Medical Repricing File 2 Jan - Mar, Attachment T, Medical Repricing File 3 April – June, Medical Repricing File 4 July - Sept**, and Census provided in **Attachment R**, provide a good-faith estimate of the PEPM charge for out-of-network bill negotiations. The estimate should not be based on book of business unless sufficient data has not been provided.

162. Confirm you will provide a monthly report on all claims that have shared savings claims, including total claims, total savings and the percentage of savings kept by Awardee and process for the savings to be provided to SBBC. Yes ___ No ___.

## ATTACHMENT L - MEDICAL FINANCIAL RESPONSE FORM

**General Instructions**

SBBC is requesting a minimum of 36-month flat rate ASO fee guarantee to provide all administrative services related to the medical portion stated in the RFP. Note, the fees in the initial Calendar Year (2026) shall be quoted on a Mature basis, i.e., fees/premiums are inclusive of 12-month run-out administration. Fees shall be quoted for a minimum for 2026, 2027 and 2028. All costs should be identified as a Per Employee Per Month (PEPM) or Per Member Per Month (PMPM) amount. If a program is included in the ASO fee but SBBC may opt-out of the program, the fee should NOT be included in the ASO fee, rather identified in one of the other fee sections and listed separately. Any fee for services that are non-optional must be clearly labeled as REQUIRED SERVICE. For example, if a particular health care management program is required to be in place for a trend or other guarantee to be valid, the service/program and fee must be marked REQUIRED SERVICE. Pricing components for the Pharmacy, which may be integrated with the Medical should be included in the applicable Pharmacy Workbook.

**Discrepancies found between this Attachment and the information provided in the Questionnaire, other attachments including executive summaries, sample marketing materials, presentations, sample employee communication materials, attached spreadsheets, and spreadsheet footnotes will be scored based on the response/fee that is most beneficial to SBBC. The final Agreement will reflect these services, rates, and other caveats prior to SBBC's execution. If a fee is not listed in this Attachment, it will be considered as no additional charge.**

**Projections**

Based on the medical and pharmacy claim data provided in the repricing exercises and the membership provided in **Attachment R** in this RFP, please complete the following table based on proposed provider and pharmacy discounts and pharmacy rebate guarantees.

| Projections | Combined Plans and All Membership | | | |
|---|---|---|---|---|
| | 2026 | 2027 | 2028 | Comments |
| Projected Paid Medical Claims Annual | | | | |
| Projected Provider Compensation that is Charged back to SBBC (ACO or other value-based/bonus driven programs) | | | | |
| Projected Non-Claim Charges Billed Through Claim Wire or Funding Request (versus invoiced fees such as shared savings) | | | | |
| Projected Total Capitation Fees | | | | |
| Projected Paid Pharmacy Claims Annual Prior to Rebates | | | | |
| Projected Pharmacy Rebates | | | | |
| Projected Pharmacy Rebates - Based on Proposed Guaranteed Minimum Rebates | | | | |
| Projected Enrollment (Subscribers) | | | | |
| Projected Membership | | | | |

Confirm all the services outlined in **Scope of Services** are included in the PEPM ASO fees listed below. Yes_____ No_____. If no, please explain. Attach additional documentation if necessary. Include the name of the document below.

_____

_____

_____

Under Other in the table below, list all programs that are non-optional that have been described in the proposal. See Cost Containment section later in this document to provide fees for programs currently in place at SBBC and may be continued at SBBC's discretion. Provide question number or other location in the Proposal that describes programs being quoted.

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| ASO Fees | 2026 | 2027 | 2028 | Comments / Described in Question Number |
|---|---|---|---|---|
| Base ASO Fee | | | | |
| COBRA Administration – pepm | | | | |
| Other: | | | | |
| | | | | |
| | | | | |
| **Total ASO Fee** | | | | |

Please provide the following:

| ASO Fees | Fee | Fee Escalator |
|---|---|---|
| ASO Fee 2029 | | |
| ASO Fee 2030 | | |

SBBC currently offers a High Deductible Health Plan (HDHP paired with a Health Savings Account (HSA)). Please provide an HSA plan administration fee.

| HSA Fee | Fee | Fee Basis |
|---|---|---|
| HSA Fee Administration | | |

**Capitated Services**
List any services that are under a capitated fee arrangement. It is assumed the fees shown are on a PMPM basis unless noted otherwise. If there are capitated fee arrangements, a supplement attachment describing all services covered under the capitation and all CPT codes covered under the capitated arrangement is required. Please include the attachment with this Attachment. Note, electronic monthly utilization data is required for all capitated services for full transparency. Performance guarantees have been included on reporting the utilization data.

Attachment Name(s):_____

| Capitated Services Description | 2026 | 2027 | 2028 | Billed through? Invoice/Wire |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**Cost Containment Fees**
Proposer is to demonstrate innovative and proven cost containment programs to help SBBC and its covered members proactively lead a healthy life. Listed below are programs SBBC may currently have in place or may want to include in the future. SBBC may elect to include any of the programs proposed, but is not obligated to unless noted as required by the proposer in the ASO fee section above. Complete the following table with programs identified in your proposal that will help manage overall costs. Indicate the basis (PEPM, PMPM, PPPM, etc.) and how the program charges will be billed. It is assumed these program fees are guaranteed for at least 3 years.

Indicate if otherwise. Also note the questions where the program and the return on investment (ROI) guarantee, if any, are described. Programs are listed by current program name. Adjust accordingly.

| Cost Containment Programs | Fee | Fee Basis | Optional? | Billing Methodology (Invoice/Wire) | Described in Question(s)? | ROI Guarantee? |
|---|---|---|---|---|---|---|
| Shopping Tools with Incentives (example SmartShopper)<br>Program: _____ | | | Yes | | | |
| NIA High Tech Radiology Pre-Authorization<br>Program: _____ | | | Yes | | | |
| Virtual Physical Therapy<br>Program: _____ | | | Yes | | | |
| Women's Health Care Programs<br>Program: _____ | | | Yes | | | |
| Healthy Expectations Pregnancy<br>Program: _____ | | | Yes | | | |
| Prescription for Healthy Living Diabetes Drug Discounts<br>Program: _____ | | | Yes | | | |
| Pharmacy Programs (such as Prudent RX) | | | | | | |
| Weight Watchers | | | | | | |
| Other: | | | | | | |

**Wellness Program**

SBBC has the WalkingSpree wellness program as described in the RFP and will continue the program in 2026. List any other wellness programs included in the proposal that SBBC may elect to include but not obligated. It is assumed these program fees are guaranteed for at least 3 years.

| Wellness Program Features | Fee | Fee Basis | Billing Methodology (Invoice/Wire) | Described in Question(s)? | Comments |
|---|---|---|---|---|---|
| WalkingSpree – reflect the fee that would be charged to SBBC for this program. | | | | | |
| Personal Health Assessments | | | | | |
| Biometric Screening | | | | | |
| Health and Wellness Fairs | | | | | |
| Newsletters | | | | | |
| Educational Seminars | | | | | |

| Wellness Program Features | Fee | Fee Basis | Billing Methodology (Invoice/Wire) | Described in Question(s)? | Comments |
|---|---|---|---|---|---|
| Fitness workshops and classes | | | | | |
| Telephonic Coaching | | | | | |
| Discount Gym Program | | | | | |
| Wellness Mobile App | | | | | |
| Other: | | | | | |
| | | | | | |

**Disease Management and Other Point Solution Programs**
SBBC has several disease management programs listed below. Please provide fees for each and include any additional programs that may be beneficial to SBBC. SBBC may elect to include any of the programs proposed, but not obligated to unless noted as a required by the Proposer. It is assumed these program fees are guaranteed for at least 3 years.

| Disease Management / Point Solutions | Fee | Fee Basis | Optional? Y/N | Billing Methodology (Invoice/Wire) | Described in Question(s)? | Comments |
|---|---|---|---|---|---|---|
| Asthma | | | | | | |
| Coronary Artery Disease | | | | | | |
| Diabetes / Pre-Diabetes | | | | | | |
| Chronic Obstructive Pulmonary Disease (COPD) | | | | | | |
| Congestive Heart Failure | | | | | | |
| Dyslipidemia / Hyperlipidemia | | | | | | |
| Hypertension | | | | | | |
| Tobacco Use | | | | | | |
| Weight Management | | | | | | |
| Stress | | | | | | |
| Other: | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

**Shared Savings Fees**
Please list any program where billed charges are negotiated and a portion of the negotiated savings is retained by your organization. This includes negotiation items such as out-of-network providers, COB, subrogation, discount guarantees, etc. Also include any other review program resulting in a reduction in SBBC's claim liability and the percentage or per case fee that is retained by your organization. This includes items such as any bill review, high-cost drug review, etc. Include an estimate of the total amount that will be retained by your organization (on a percentage or fixed fee basis) on a PEPM basis. This is to be a realistic estimate based on the enrollment count shown in the Projections section of this document and provided claim information. If data provided is insufficient, the estimate should be based on South Florida experience. It is assumed these program fees are guaranteed for at least 3 years.

Note, if a fixed PEPM fee is charged for any of the above reviews, include the fixed fee in lieu of the percent of savings retained.

| Shared Savings Programs | Fee % or Fixed Fee Amount | Optional? Y/N | Billing Methodology (Invoice/Claims) | Maximum Charge per Incident | Estimate of Retained Savings PEPM |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**Miscellaneous Other**

Please list any other fees programs and services not included elsewhere in this Attachment. Note, if SBBC needs to or chooses to supplement services by utilizing outside vendors, vendor interface fees should be shown below. It is assumed these program fees are guaranteed for at least 3 years.

| Miscellaneous Other | Fee | Fee Basis | Optional? Y/N | Billing Methodology (Invoice/Claims) | Described in Question(s)? | Comments |
|---|---|---|---|---|---|---|
| MDLive or other Telehealth Program<br>Program Name_____ | | | | | | |
| No Surprise Act Administration | | | | | | |
| On-Site Kiosk | | | | | | |
| Dependent Eligibility Audit (cost per audit) | | | | | | |
| Ad-hoc Reporting | | | | | | |
| Data Interface Fee Range – Any Carve-Out Vendors | | | | | | |
| On-Site mobile mammogram van | | | | | | |
| Other On-Site Services | | | | | | |
| On Spot Dermatology | | | | | | |
| Third Party Vendor Interface | | | | | | |
| COBRA Administration – billing options other than PEPM | | | | | | |
| Ad-Hoc Reporting | | | | | | |
| Specific Stop Loss at $1 million | | | | | | |
| Stop Loss for Gene Therapy Medications/Services | | | | | | |

| Miscellaneous Other | Fee | Fee Basis | Optional? Y/N | Billing Methodology (Invoice/Claims) | Described in Question(s)? | Comments |
|---|---|---|---|---|---|---|
| Stand alone Gene Therapy Services | | | | | | |
| Surgical Carveouts<br>Type of surgery:_____ | | | | | | |
| Enhanced customer service concierge models | | | | | | |
| Data Warehouse Fees | | | | | | |
| Virtual Healthcare Access Fee | | | | | | |
| Direct Primary Care | | | | | | |
| Other | | | | | | |

**Guarantees**
Please provide the attachment name for any guarantee included in the medical portion of the proposal.

| Guarantees | Attachment Name |
|---|---|
| Medical Trend | |
| Medical Discount | |
| Provider Recruitment | |
| Custom Network Development | |
| Other: | |
| | |
| | |
| | |

**Staff Allowances**
Please provide the PEPM amount included in your ASO fee for each required staff position.

| Staff Allowances | 2026 | 2027 | 2028 | Comments |
|---|---|---|---|---|
| One on-site, EAP Administrator (SBBC Staff Member) | | | | |
| One on-site Wellness Coordinator (SBBC Staff Member) | | | | |
| Two off-site, Wellness Managers (Proposer Staff Member) | | | | |
| One off-site, Wellness Facilitator (Proposer Staff Member – funded out of the Wellness fund) | | | | |
| Three on-site, full-time customer service representatives and equipment (Proposer Staff Members) | | | | |
| Other: | | | | |

| Staff Allowances | 2026 | 2027 | 2028 | Comments |
|---|---|---|---|---|
| | | | | |

**Fee Holidays and Allowances**
Please provide all holidays and allowances included in your proposal. The list below is an example of such credits and allowances.

| Fee Holidays and Allowances | 2026 | 2027 | 2028 | Comments / Description |
|---|---|---|---|---|
| ASO Fee Holiday | | | | |
| Implementation Credit | | | | |
| General Allowance | | | | |
| Wellness Allowance | | | | |
| Medical Audit | | | | |
| Pharmacy Audit | | | | |
| Implementation Audit | | | | |
| Communication Allowance | | | | |
| Other: | | | | |

# ATTACHMENT O MEDICAL PERFORMANCE GUARANTEES

**A. Medical (excludes Prescription Drugs – Pharmacy Drugs have their own Performance Guarantees, within the Pharmacy Workbook.**

| Category | Standard | Measurement | Percentage of Fees at Risk | Proposed Changes |
|---|---|---|---|---|
| **Medical Claims Processing** | | | | |
| Claims Financial Accuracy | 99% payment accuracy ratio | Total dollars paid correctly (total dollars actually paid minus the absolute value of overpayments and underpayments) divided by total dollars that should have been paid for the audited sample. Prescription Drug claims are excluded from this measurement. | Annual Penalty: $2,500 | |
| Claim Coding Accuracy | 98% coding accuracy ratio | Total number of claims correctly processed divided by the total number of claims audited. Prescription Drug claims are excluded from this measurement. | Annual Penalty: $2,500 | |
| Claims Turnaround | 98% within 10 business days; | Time from the date a claim is received to the date it is processed (i.e., paid, pended or denied) excluding weekends and holidays (clean claims only). Prescription Drug claims are excluded from this measurement. | Annual Penalty: $2,500 | |
| Annual Medical Claims Audit | | Respond within 15 days of any inquiries / questions during the annual medical claims audit, including review and respond to draft medical claims audit. | Annual Penalty: $2,500 | |
| **Customer Service** | | | | |
| Telephone Response Time (with a live person) | 100% within 30 seconds | Telephone system should provide statistics regarding time from call connecting to the 800# to the time it is answered by a live person. | Awardee and SBBC will monitor response time to ensure optimal performance is met and will meet as needed to address performance issues. Quarterly Penalty: $2,500 | |
| Telephone Abandonment Rate | Less than 2% | Percentage of calls in which the caller hangs up before the call is answered by a live person. | Awardee and SBBC will monitor response time to ensure optimal performance is met and will meet as needed to address performance issues. Quarterly Penalty: $2,500 | |
| ID Cards | 99% mailed within 4 business days | Time from the date of receipt of each electronic eligibility file to the date the ID card is mailed excluding weekends and holidays. | With the exception of the annual open enrollment period, Awardee agrees to the standard requiring 99% of ID cards being mailed within 4 business days of receipt of a valid eligibility file. | |

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| | | | | |
|---|---|---|---|---|
| | | | During the peak open enrollment period, Awardee will commit to a standard of mailing 99% of ID cards within 10 business days. Annual Penalty: $2,500 | |
| Point of Contact | | Will guarantee that at least 98% of all calls will be resolved at the first point of contact. All calls that are escalated will be resolved in 48 hours. | Annual Penalty: $2,500 | |
| Telephone Recording | | Provide digital call recordings within 2 business days of request. | Annual Penalty: $1,000 | |
| Email Inquiries | | All emailed member inquiries will be responded to within 24 hours. | Annual Penalty: $1,000 | |
| Annual Employee Satisfaction Survey | Achieving agreed-upon employee satisfaction results each year during contract period | Survey instrument to be developed by SBBC and agreed upon with Awardee that facilitates separate reporting for members currently enrolled with Awardee vs. newly enrolled members beginning in 2025. Each category of membership will be separately evaluated, and the maximum annual penalty will be divided equally between the two (2) categories. | Awardee is expected to achieve satisfied or very satisfied survey results of 85% or higher for the members enrolled. Annual Penalty: $2,500 | |
| **Eligibility** | | | | |
| Turnaround | Bi-weekly eligibility electronic files updated daily | Electronic acknowledgement of file receipt and confirmation of date update performed provided to SBBC within one (1) business day after the file is posted to the SBBC server. | Annual Penalty: $1,000 | |
| Accuracy | 98% of all eligibility records complete and accurate, including any members incorrectly removed from the plan. | Total number of records complete and accurate divided by the total number of records audited. | Annual Penalty: $2,500 | |
| **Reporting** | | | | |
| Report of Metrics | 90 days after implementation and each calendar year. | Will measure, report, and pay implementation and ongoing Performance Guarantees within 90 of implementation and within 90 days after each calendar year. | Annual Penalty: $10,000 | |
| Release of Reports | Provided within specified days of end of reporting period, based on report (no later than 30 days after the close of the month, quarter, annual) | Time from the date the reporting period closes to the date the report is mailed. Reporting period close is dependent on the frequency of the specific report. | Awardee will provide SBBC with agreed-upon reports in electronic format within 30 days after the end of the reporting period. Annual Penalty: $10,000 | |
| Timing of Ad hoc Reporting Request | | Provide requested ad hoc reports within 15 days of request by SBBC. | Annual Penalty: $1,000 | |
| **Implementation** | | | | |

| | | | | |
|---|---|---|---|---|
| SBBC Satisfaction | Meet all targets agreed upon by SBBC and the Awardee | Implementation schedule will be mutually established with measurable targets and commitments | Annual Penalty: $5,000 | |
| **Annual Customer Satisfaction** | | | | |
| SBBC Satisfaction | Satisfaction with ongoing relationship as defined by the service categories | Service categories are as follows:<br>Evaluation categories:<br>• Continuity of Account Management Team<br>• Responsiveness regarding claims issues<br>• Follow up on pending items<br>• Appropriate level of training provided to<br>– Member Service Unit<br>– On-Site representatives<br>– Claims staff<br>• Accessibility of Awardee's Account Management/Executive team<br>Measurement criteria:<br>Scale: 5 = Outstanding<br>4 = Above Satisfactory<br>3 = Satisfactory<br>2 = Needs Improvement<br>1 = Unsatisfactory<br>Maximum Achievable Score = 25 | Performance Guarantee at Risk: $25,000<br>Score:<br>20 – 25 = $0 Penalty<br>15 – 19 = $5,000 Penalty<br>10 – 14 = $15,000 Penalty<br>Below 10 = $25,000 Penalty | |
| **Provider Network** | | | | |
| Provider Turnover | Less than 2% annually | Percentage of providers who left the network voluntarily during the plan year. | Awardee agrees to a Provider turnover rate of 2% or less. Annual Penalty: $5,000 | |
| Provider Recruitment | | Recruit and report on all highly utilization facilities and providers that are identified during the top provider disruption, both by paid claims and number of claims as not being within your network. Reporting should be provided weekly prior to January 1st and quarterly thereafter. | Penalty: $10,000 for recruitment and $2,500 for missing reporting | |
| Provider Recruitment of Virtual Providers | | Recruit and report on increasing and adding providers to your virtual network. | Annual Penalty: $2,500 | |
| Notification of Provider Network Disruption/Impact Data | | Provide both member and cost impacts for any in network provider disruption as soon as possible or no less than 60 days. | Annual Penalty: $2,500 | |
| Provider Election and Additions | | SBBC and Members will be given access to submit an election notification for additional providers to be added to the Provider Network. In addition, SBBC will notify the Awardee of areas where additional recruitment is needed to meet the obligations of the SBBC's members | Annual Penalty: $2,500 | |

# EXHIBIT A
# ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement Exhibit A (this "Exhibit") is effective the 1ST day of January 2021, (the "Effective Date") by and among The School Board of Broward County, Florida ("Plan Sponsor") the Plan Sponsor of one or more self-funded employee health and welfare benefits plan(s), and Aetna Life Insurance Company ("Health Plan," "Administrative Services Provider," or "ASP)."

**WHEREAS,** Plan Sponsor has established the Plan to provide for the direct payment of covered health care benefits to Employees (as defined below) and their eligible dependents; and

**WHEREAS,** the Plan Sponsor desires ASP to provide and ASP desires to provide certain administrative services for the Plan, as more fully set forth in this Exhibit.

**NOW, THEREFORE,** intending to be legally bound hereby, the Parties to this Exhibit agree as follows:

**1. Definitions. The following terms, whether used in the singular or plural, shall have the meanings set forth below when used in this Exhibit.**

1.1. "Beneficiary" means each person covered under the terms of the Plan, including an Employee and his or her dependents, as determined by Plan Sponsor in accordance with the Plan and this Exhibit.

1.2. "Covered Services" means those health care benefits for which Plan Sponsor is obligated to pay or indemnify pursuant to the Plan that are provided while this Exhibit is in effect and received by ASP while this Exhibit was in effect or during the Run-Out Period, as referenced in SPD.

1.3. "Employee" means Plan Sponsor's active and retired employees, over age dependents, COBRA participants, employees on approved Leave of Absence and Kids Plan subscribers.

1.4. "Network Provider" means a Provider who has: (i) met ASP's credentialing and recredentialing standards; (ii) contracted as an independent contractor directly or indirectly with ASP or through an affiliate; (iii) agreed to accept the rate or amount agreed to with ASP as payment in full for Covered Services provided to eligible Beneficiaries subject to applicable copayments, coinsurance and deductibles; and (iv) agreed to cooperate with ASP regarding Quality Improvement and Utilization Review procedures incident to the services.

1.5. "Non-Network Provider" means a Provider who has not contracted directly or indirectly with ASP, or through an affiliate, to provide Covered Services to eligible beneficiaries of Plan Sponsors of ASP.

1.6. "Plan" shall refer to the self-funded employee health and welfare benefits plan(s) sponsored by Plan Sponsor for which ASP provider the administrative services set forth in this Exhibit.

1.7. "Plan Administrator" is the person, committee or entity designated by Plan Sponsor to administer the Plan and is the Director, Benefits & Employment Services.

1.8. "Provider" means an individual or entity providing Covered Services who is a duly licensed physician or other health care professional, or a hospital or other facility or ancillary services provider properly licensed to provide Covered Services. Provider may refer to a Network Provider or Non-Network Provider, as applicable.

1.9. "Records" for purposes of an audit as described in Section 2.7 shall mean all claims and eligibility data and internal policies and procedures used for determining appropriate claims determinations.

1.10. "Run-Out Period" shall mean the three hundred sixty-five (365) calendar day period following the day that this Exhibit terminates in accordance with the terms and conditions set forth herein with no charge to SBBC.

1.11. "Summary Plan Description/Plan Document" or "SPD" means the written description of the Plan and any amendment thereto as required by and in accordance with State and/or Federal legislation.

**2. Duties of Plan Sponsor.**

2.1 Plan Fiduciary Responsibility. Plan Sponsor understands and agrees that it and the Plan Sponsor shall be fully responsible for Plan design, and the terms of the Plan will determine how ASP pays the Covered Services provided under the Plan. Plan Sponsor will comply with all legal requirements applicable to the Plan and satisfy any and all reporting, notice, disclosure, and filing requirements imposed by applicable laws and regulations, including but not limited to: PPACA; the Internal Revenue Code; and HIPAA.

Plan Sponsor acknowledges that Plan compliance shall include, but not be limited to, the following:

2.1.1 Preparation and /or review of all required plan documentation, including, but not limited to, the Summary Plan Descriptions. Plan Administrator will prepare draft documents for Plan Sponsor to approve.

2.1.2. Advising Beneficiaries of their rights under any federal, state or local law, and the preparation and distribution of any notices, except for Certificates of Creditable Coverage, required to be distributed under such laws; and

2.1.3. Preparation, distribution and filing of all reports required under any federal, state or local law.

2.2 Eligibility Information. The Plan Sponsor has established the eligibility requirements for participation of Beneficiaries in the Plan, which are described in the Plan document. Plan Sponsor will provide eligibility and other necessary Plan data to ASP in a format outlined by SBBC. During the term of Exhibit, Plan Sponsor shall notify ASP in writing at least ninety (90) calendar days in advance of any change and ASP shall notify Plan Sponsor whether it can administer such change within thirty (30) calendar days of such notice. The right to change eligibility requirement is reserved solely to the discretion of the Plan Sponsor, provided such requirements are permitted by applicable law, rule and regulation. Provided further, ASP is not required to implement any changes unless Plan Sponsor notifies ASP of any changes within the required time period.

Notwithstanding any other term or condition in Exhibit, Plan Sponsor shall only add or terminate Beneficiaries in accordance with the eligibility requirements of the Plan and ASP shall not be required to pay claims for any persons who ASP reasonably determines do not qualify as Beneficiaries under the Plan.

2.3 Distribution of Information. The Plan Sponsor shall be responsible for coordinating the distribution to Beneficiaries all information and forms necessary for enrollment, continued eligibility and for Covered Services under the Plan within a reasonable period of time or as required by State and/or Federal law before coverage begins.

2.4 Discounts and Rebates. Plan Sponsor understands and warrants that it will disclose to Beneficiaries that Beneficiaries' coinsurance, copayments and other payments to Network Providers may be based on an approved rate schedule, but that such rates may not represent the compensation ultimately retained or received by Network Providers from ASP. Such compensation is determined on the basis of a particular Network Provider's agreement with ASP and may be an amount less than the approved rate. Further, Plan Sponsor understands and agrees that ASP may receive a retrospective discount or rebate from a Network Provider or vendor related to the volume of services, supplies, equipment or pharmaceuticals purchased by persons enrolled in health care plans offered or administered by ASP and its affiliates. Plan Sponsor further understands and agrees that it shall not share in such retrospective volume-based discounts or rebates, except as otherwise stated in Exhibits of this Agreement.

2.5 Sufficient Funds. The Plan Sponsor shall be responsible for providing sufficient funds for the payment of Covered Services under the terms of the Plan, payment of Administrative Services Fees and any other amounts due to ASP, all as further described in this Exhibit. Plan Sponsor acknowledges that ASP has no obligation to use its own funds to pay for Covered Services provided under the Plan.

2.6 Control of Plan Assets. Plan Sponsor shall have absolute authority with respect to the control, management, investment, disposition and utilization of Plan assets solely as permitted in accordance with applicable State and Federal law, and ASP shall neither have nor be deemed to exercise any discretion, control or authority with respect to the disposition of Plan assets.

2.7 Independent Audit. ASP allows independent audits of relevant records and documentation by Plan Sponsor and their representatives, provided no audit interferes with ASP business operations or the confidential interests of our company or another party. ASP has assumed for the purpose of this Exhibit that an "audit" is defined as performing a review of claim transactions for the purpose of assessing the accuracy of benefit determinations and shall be subject to a mutual agreement as to nature, scope, format, structure and cost. ASP works from established audit guidelines that are accepted in this industry.

In addition, ASP will allow access to full Medical, Target Medical and/or Pharmacy claims audits, at ASP expense, if significant performance issues are discovered within the independent audit.

ASP is providing Plan Sponsor with an annual allowance of $100,000 to be used for the Medical and/or Pharmacy review process and audit expenses. Payment will be made to third party vendor(s) directly from ASP to the third-party vendor(s), upon receipt of invoices for the appropriate expenses.

Any unused allowance monies at the end of each contract year will be forfeited. Any fees that exceed $100,000 annually will be the responsibility of Plan Sponsor.

**Audits of Pharmacy Rebates**

ASP allows Plan Sponsor to have a mutually agreed upon third party auditor to conduct a rebate audit. ASP will make every effort to provide your third-party auditor with information sufficient to confirm the payments to you are accurate. ASP may elect to request data within the Audit be marked as trade secret, if such is requested than the provisions as outlined in the Agreement will be followed.

2.8.1 General

2.8.1.1 Generally. ASP agrees to execute Plan Sponsor's Business Associate Agreement. The selection of any audit representatives shall be made solely by Plan Sponsor. Plan Sponsor and its representatives shall have the right to make copies of any Records at its expense, subject to the ASP request to maintain records as trade secret set forth in this Section and after the removal of any patient identifiers. ASP shall provide reasonable workspace to Plan Sponsor representatives. ASP may elect to request data within the Audit be marked as trade secret, if such is requested than the provisions as outlined in the Agreement will be followed.

2.8.1.2 Limitations on Audits. All audits shall be initiated within two (2) years from the settlement dates of the claims being audited but in no event more than one (1) year after the termination of this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that any claim for overpayment shall only be made in accordance with the timeframes required under Florida law. For medical claims, audits will involve stratification of the claims population with claims being randomly selected from the total population of claims incurred and/or processed during the audit period. The total number of claims selected will not exceed two hundred fifty (250) claims in number and results will be extrapolated to the total population. Pharmacy claims audits will be conducted electronically or onsite and will involve a review of the entire population of claims.

2.8.1.3 Confidentiality with Respect to Audits. Plan Sponsor and its representatives shall utilize information learned directly through audits only for the purposes of Plan Sponsor's own Plan. Neither Plan Sponsor nor its representatives shall sell, give, or otherwise transmit information regarding ASP's business learned through audits to any other entity without the prior written consent of ASP. Plan Sponsor shall require that its audit representatives not release any information that would jeopardize ASP's responsibility to safeguard the confidentiality rights of Beneficiaries. Information released by Plan Sponsor auditors to Plan Sponsor shall be released only in an aggregated form which does not allow direct or indirect identification of any Beneficiary. This clause shall not limit ASP's obligation to notify Plan Sponsor of potential or suspected fraud on the part of a Beneficiary except where prohibited by applicable law. Nothing in this clause shall limit the Plan Sponsor's obligation with regard to any public records request.

2.8.1.4 ASP's Support of Audits. ASP shall reasonably support all audits conducted by Plan Sponsor audit representatives under this Section (Audits) and shall exert its best efforts to furnish Plan Sponsor authorized representatives with access to all Records requested by its authorized representatives, including underlying provider, third party administrator, hospital and other like contracts, files and computer data ("Supporting Documentation") no matter where SBBC data is housed, ASP shall exert its best efforts to furnish such Supporting Documentation to Plan Sponsor within fifteen (15) calendar days after Plan Sponsor requests such Records in writing, but no later than 45 calendar days. Such Supporting Documentation shall not be used for any purpose other than the audit. Plan Sponsor and its representatives shall have the right to make copies of any Records at its expense, subject to the ASP request to maintain records as trade secret set forth in this Section (Confidentiality with Respect to Audits). ASP shall bear its internal expenses associated with a standard audit. In addition, ASP will allow access to full Medical claims audit, at ASP expense, if significant performance issues are discovered within the independent audit.

ASP is providing Plan Sponsor with an annual allowance of $100,000 to be used for the Medical and/or Pharmacy review process and audit expenses. Payment will be made directly from ASP to the third-party vendor(s) upon receipt of invoices for the appropriate expenses. Any unused allowance monies at the end of each contract year will be forfeited. Any fees that exceed $100,000 annually will be the responsibility of Plan Sponsor.

2.8.1.5 **AUDIT RIGHTS**

**(A) General Guidelines** - An "audit" is defined as performing a detailed review of health claim transactions for the purpose of assessing the accuracy of benefit determinations. Audits must be commenced within two (2) years following the period being audited. Audits must be performed at the location where Plan Sponsor's claims are processed.

Any requested payment from ASP resulting from the audit must be based upon documented findings, agreed to by both parties, and must be due to ASP's actions or inactions.

**(B) Auditor Qualifications and Requirements** – Plan Sponsor will utilize individuals to conduct audits on its behalf who are qualified by appropriate training and experience for such work, and will perform its review in accordance with published administrative safeguards or procedures and applicable law against unauthorized use or disclosure (in the audit report or otherwise) of any individually identifiable information. Plan Sponsor and such individuals will not make or retain any record of provider negotiated rates included in the audited transactions, or payment identifying information concerning treatment of drug or alcohol abuse, mental/nervous or HIV/AIDS or genetic markers, in connection with any audit. ASP reserves the right to refuse to allow an auditor to conduct an audit in the event ASP determines the auditor has a conflict of interest. Determination of the nature of a conflict of interest shall be in the sole discretion of ASP. A conflict of interest includes (but is not limited to) a situation in which the audit agent (a) is employed by an entity

which is a competitor of ASP; or (b) has terminated from ASP within the past 12 months; or (c) is affiliated with a vendor subcontracted by ASP to adjudicate claims. The audit firm in complying with state licensure requirements or professional standards with Auditing professional groups (e.g. American Institute of Certified Public Accountants) will meet ASP's standard for professionalism. If the audit firm is not licensed, or a member of a national professional group or if audit firm has a financial interest in audit findings or results, the audit agent will agree by signature to ASP's Code of Conduct in performing the audit.

(C) **Audit Coordination** - Plan Sponsor will provide reasonable advance notice of its intent to audit and will complete an Audit Request Form providing information reasonably requested by ASP. Further, Plan Sponsor or its representative will provide ASP at least four (4) weeks in advance of the desired audit date, with a complete and accurate listing of the transactions to be pulled for the audit, and with identification of the potential auditor. Notification requirements may exceed four weeks for unusual audit requests, including but not limited to audits involving large sample sizes (e.g., greater than 250 transactions). No audit may commence until the Audit Request Form is completed and executed by the Plan Sponsor, the auditor, and ASP.

(D) **Identification of Audit Sample** - The sample must be based on a statistical random sampling methodology (e.g., systematic random sampling, simple random sampling, stratified random sampling). ASP reserves the right to review and approve the sample size, the objectives of the audit and the sampling methodology proposed by the auditors.

(E) **Closing Meeting** - The auditors will provide their draft audit findings to ASP, in writing, and auditors shall discuss their draft audit findings with ASP at this stage of the audit process and as described in the scope document.

(F) **Audit Reports** - ASP will have a right to receive the final Audit Report. ASP shall have the right to include with the final Audit Report a mutually agreeable supplementary statement containing supporting documentation and materials that ASP considers pertinent to the audit.

### 2.8.1.6 RECOVERY OF OVERPAYMENTS

The parties will cooperate fully to make reasonable efforts to recover overpayments of Plan benefits. If it is determined, that any payment has been made by ASP to or on behalf of an ineligible person or if it is determined that more than the appropriate amount has been paid, ASP shall undertake good faith efforts to recover the erroneous payment. For the purpose of this provision, "good faith efforts" constitute ASP's outreach to the responsible party via letter, phone, email or other means to attempt to recover the payment at issue. If those efforts are unsuccessful in obtaining recovery, ASP will use an outside vendor, collection agency or attorney to pursue recovery unless the Plan Sponsor directs otherwise. With respect to contracted providers, ASP may withhold the applicable overpayment amount from subsequent payments to the provider to the extent permitted by law, contract, and system capabilities. Except as stated in this section, ASP has no other obligation with respect to the recovery of overpayments.

Overpayment recoveries made through third party recovery vendors, collection agencies, or attorneys are credited to Plan Sponsor net of fees charged by ASP or those entities. If such recovery are due to ASP's overpayment, then no fees will be charged to Plan Sponsor.

Overpayments must be determined by direct proof of specific claims. Indirect or inferential methods of proof — such as statistical sampling, extrapolation of error rate to the population, etc. — may not be used to determine overpayments. In addition, application of software or other review processes that analyze claims in a manner different from the claim determination and payment procedures and standards used by ASP may not be used to determine overpayments.

Plan Sponsor may not seek collection, or use a third party to seek collection, of benefit payments or overpayments from contracted providers, since all such recoveries are subject to the terms and provisions of the providers' proprietary contracts with ASP. For the purpose of determining whether a provider has or has not been overpaid, Plan Sponsor agrees that the rates paid to contracting providers for covered services shall be governed by ASP's contracts with those providers, and shall be effective upon the loading of those contract rates into ASP's systems, but no later than three (3) months after the effective date of the providers' contracts.

Plan Sponsor may not seek collection, or use a third party to seek collection, of benefit payments or overpayments from parties other than contracted providers described above, until ASP has had a reasonable opportunity to recover the overpayments. ASP must confirm all overpayments before collection by a third party may commence. Plan Sponsor may be charged for additional ASP expenses incurred in overpayment confirmation.

2.8.2. **Specific Audit Areas**

2.8.2.1 Performance Guarantee Audits. Plan Sponsor and/or its duly authorized representatives shall have the right, upon forty-five (45) calendar days' advance notice to ASP, to conduct performance guarantee with regards to reported metrics, financial accuracy and other areas as outlined in Exhibit E of this Agreement. Such audits are to be conducted during normal business hours of Records that are normally kept at ASP's Claims processing offices. ASP shall provide workspace to Plan Sponsor and/or duly authorized representatives. The selection of any audit representatives shall be made solely by Plan Sponsor.

2.8.2.2 In-Depth Audits. If, based upon the results of the audits described in Section 2.8.2.1 (Performance Guarantee Audits), or ASP's internal audits, Plan Sponsor reasonably determines that more in-depth audits are required, ASP shall permit Plan Sponsor and/or its authorized representatives to perform such an in-depth audit. Plan Sponsor shall have sole discretion in selecting a representative to conduct an in-depth audit. In the event that the in-depth audit is requested because prior audits revealed that (1) ASP's performance falls below the financial or nine-eight and one half percentage points (98.5%) accuracy performance targets by at least one and one half percentage points (1.5%) or below two and one half percentage points (2.5%) for procedural or combined accuracy for more than one quarter in a twelve (12)-month period, or (2)

ASP has overpaid claims in dollar value by at least two and one quarter percent (2.25%) for the sample of claims audited by Plan Sponsor. ASP will make reasonable recovery efforts as set forth in Section 2.8.1.6 above. Such in-depth audits shall not occur more frequently than two (2) times in a calendar year, unless deficiencies identified during an in-depth audit are not promptly cured by ASP.

2.8.2.3 Pharmacy Audits. Within twelve months after the end of each Contract Year hereunder, Plan Sponsor, may audit ASP's records of Claims adjudicated during the prior Contract Year. ASP shall make available to Plan Sponsor's auditor, any and all financial records containing Plan Sponsor's information and such other records as reasonably necessary for auditor to confirm that the amounts paid by Plan Sponsor are the cost to ASP on the day the Covered Drug was dispensed. Plan Sponsor agrees to not use as its auditors, any person or entity which, in the sole discretion of ASP, is a competitor of ASP, a pharmaceutical manufacturer representative, or any other person or entity which has a conflict of interest with ASP. Plan Sponsor auditing representatives understand that ASP's contracts with pharmaceutical manufacturers, Participating Pharmacies, and other third parties may contain non-disclosure provisions. Audits shall only be made during normal business hours following thirty (30) calendar days written notice, be conducted without undue interference to ASP's business activity, and in accordance with reasonable audit practices. Plan Sponsor's auditor may inspect ASP's contracts with Participating Pharmacies and pharmaceutical manufacturers at ASP's offices only, and no copies of such contracts may be removed from ASP's offices.

2.8.3. **Result of Audits**

2.8.3.1 Review of Audit Findings. After any audit is completed, a draft of the audit findings will be sent to ASP, in writing, ASP shall have the right to review a draft of the audit findings, discuss audit findings and provided written comments on those findings, within twenty (20) business days, or within such time period as is mutually agreed upon by the parties. ASP will have a right to receive the final Audit Report. ASP shall have the right to include with the final Audit Report a mutually agreeable supplementary statement containing supporting documentation and materials that ASP considers pertinent to the audit.

2.8.3.2 Modifications to Payment System. ASP shall make the necessary modifications to its claims administration process in order to correct any specific deficient performance under this Agreement identified in the audits and to satisfy Plan Sponsor as to the implementation of such modifications, all at no additional charge to Plan Sponsor.

2.8.3.3 Recovery of Overpayments. The parties will cooperate fully to make reasonable efforts to recover overpayments of Plan benefits. If it is determined that any payment has been made by ASP to or on behalf of an ineligible person or if it is determined that more than the appropriate amount has been paid, ASP shall undertake good faith efforts to recover the erroneous payment. For the purpose of this provision, "good faith efforts" constitute ASP's outreach to the responsible

party via letter, phone, email or other means to attempt to recover the payment at issue. If those efforts are unsuccessful in obtaining recovery, ASP will use an outside vendor, collection agency or attorney to pursue recovery unless the Plan Sponsor directs otherwise. With respect to contracted providers, ASP may withhold the applicable overpayment amount from subsequent payments to the provider to the extent permitted by law, contract, and system capabilities. Except as stated in this section, ASP has no other obligation with respect to the recovery of overpayments. Overpayment recoveries made through third party recovery vendors, collection agencies, or attorneys are credited to Plan Sponsor net of fees charged by ASP or those entities. If such recovery are due to ASP's overpayment, then no fees will be charged to Plan Sponsor.

Overpayments must be determined by direct proof of specific claims. Indirect or inferential methods of proof — such as statistical sampling, extrapolation of error rate to the population, etc. — may not be used to determine overpayments. In addition, application of software or other review processes that analyze claims in a manner different from the claim determination and payment procedures and standards used by ASP may not be used to determine overpayments.

Plan Sponsor may not seek collection, or use a third party to seek collection, of benefit payments or overpayments from contracted providers, since all such recoveries are subject to the terms and provisions of the providers' proprietary contracts with ASP. For the purpose of determining whether a provider has or has not been overpaid, Plan Sponsor agrees that the rates paid to contracting providers for covered services shall be governed by ASP's contracts with those providers, and shall be effective upon the loading of those contract rates into ASP's systems, but no later than three (3) months after the effective date of the providers' contracts.

Plan Sponsor may not seek collection, or use a third party to seek collection, of benefit payments or overpayments from parties other than contracted providers described above, until ASP has had a reasonable opportunity to recover the overpayments. ASP must confirm all overpayments before collection by a third party may commence. Plan Sponsor may be charged for additional ASP expenses incurred in overpayment confirmation.

**3. Duties of ASP.**

3.1 **Administrative Services.** ASP shall perform the administrative services set forth in this Exhibit (the "Administrative Services") in accordance with the reasonable exercise of its business judgment and all applicable statutory and regulatory requirements. Plan Sponsor shall cooperate with ASP's performance of these administrative services. Plan Sponsor shall at all times retain ultimate control over the assets and operations of the Plan and final responsibility for the obligations of the Plan imposed by law, except as expressly delegated in this Exhibit.

ASP shall not be required to provide Administrative Services under this Exhibit, which relates to health care services provided to Beneficiaries prior to the Effective Date or after the termination date of the Agreement.

3.2 **Plan Documents**. Plan Sponsor is responsible for the design and development of the Covered Services. ASP will draft such initial documents as Plan Sponsor may request, such as the Summary of Benefits and Coverage, Summary Plan Description, Identification Cards, Enrollment Kits, and Covered Individual Reimbursement Forms. The Plan Sponsor shall notify ASP in writing of its approval of these documents or shall make any changes and provide final changes to ASP at least thirty (30) calendar days prior to the Effective Date. If the Plan Sponsor makes material changes to such documents in a manner that may affect ASP's administration of the Plan, Plan Sponsor shall obtain ASP agreement to administer such changes, which agreement shall not be unreasonably withheld.

Plan Sponsor understands and agrees that as of the date of this Agreement, material changes to the Plan, other than those required by law, may only be made at the Plan year renewal or upon sixty (60) calendar days prior notice to Beneficiaries.

3.3 **Provider Contracting Services.** ASP shall arrange for the reasonable availability of Covered Services from Network Providers. Network Providers shall be contractually obligated to meet ASP's credentialing standards, including, but not limited to maintenance of licensure and malpractice insurance.

3.4 **Reports to Plan Sponsor.** ASP shall provide Plan Sponsor with such of ASP's standard reports as are listed in the RFP Response to this Agreement at the rates, if any, set forth in Exhibit B. Any other reports and their costs shall be provided for a mutually agreed price determined by the parties.

3.5 **Coverage Verification.** ASP shall develop and maintain Beneficiary and provider files to permit eligibility verification, rate and provider compensation computations, claims adjudication and efficient and timely response to inquiries from Beneficiaries and Providers. ASP may rely on information regarding the eligibility of Beneficiaries provided by Plan Sponsor. Notwithstanding anything herein to the contrary, Plan Sponsor shall be responsible for determining eligibility, or leave of absence for Beneficiaries which are active employees and their dependents ASP shall be responsible for billing overage dependents, COBRA, retiree and their Dependents and providing appropriate notices with respect to continuation of coverage following the occurrence of qualifying events under COBRA, if applicable.

3.6 **Telephone Access**. ASP shall establish and maintain adequate telephone lines and staff responsible for receiving and responding to inquiries and problems relating to Beneficiaries and services of providers to Beneficiaries under the Plan.

3.7 **Quality Improvement and Utilization Review.** ASP shall maintain systems and procedures necessary or appropriate for the operation of a reasonable and appropriate utilization review and quality improvement programs.

3.8 **Delegation of Claims Processing/Payment Services.** Plan Sponsor hereby delegates to ASP the responsibility and full discretionary authority for the interpretation of coverage of benefits (Covered Services) under the Plan in connection with ASP's adjudication of claims and administration of the appeal of claims denied, in whole or in part, as such reviews are required under applicable law, rules and regulations. ASP accepts such delegation. ASP shall interpret the language of the Plan in accordance with a uniform benefit coverage standard across localities, regions and state lines, regardless of the Beneficiary's geographic location. Any determination or interpretation made by ASP pursuant to this discretionary authority shall be given full force and effect and be binding on Plan Sponsor and Beneficiary, subject to the latter's legal rights. Nothing in this Exhibit is intended to create in ASP any fiduciary status other than in connection with the claims adjudication function delegated herein.

3.8.1. **Establishment of Plan Funding Account**—Benefit payments will be made by wire transfers to ASP, from Plan Sponsor to bank account. ASP will advise of the amount to be charged for benefit payments and for agreed upon fees payable to ASP upon receipt of invoice on Tuesdays with payment due on or before Thursday (unless Plan Sponsor is closed). Plan Sponsor will notify their bank to initiate payment to be funded by the Plan Sponsor's general corporate account for transfer to the ASP account. The transfer will cover the total amount of Plan Sponsor's identified liabilities, as determined by ASP in compliance with and in a manner required to fulfill Plan Sponsor's obligation listed in Agreement.

3.8.2. **Claims Processing.** ASP will process all Clean Claims within thirty (30) calendar days of receipt of such claim and will make a recommendation regarding denial or payment of each processed claim. Each week, ASP will prepare a report of all valid claims that have been processed for Covered Services provided to a Beneficiary under the terms of the Plan and recommended for payment. ASP will deliver the report to Plan Sponsor through a secure website, email or by facsimile. ASP will also prepare and deliver to Plan Sponsor each week a check register for the previous week that includes a listing of each check, payee name and payee amount that ASP recommends be issued based upon the report of processed claims and the total amount of monies that must be deposited into the CPA in order to cover the claims recommended for payment.

3.8.3. **Claims Payment.** ASP shall provide Plan Sponsor with a claims report on a weekly basis, on Tuesday with payment due on or before Thursday (unless Plan Sponsor is closed) of each week.

Plan benefit payments and related charges of any amount payable under the Plan shall be made by check drawn by ASP payable through the Bank or by electronic

funds transfer or other reasonable transfer method. Plan Sponsor, by execution of the Agreement, expressly authorizes ASP to issue and accept such checks on behalf of Plan Sponsor for the purpose of payment of Plan benefits and other related charges. Plan Sponsor agrees to provide funds through its designated bank sufficient to satisfy all Plan benefits and related charges upon notice from ASP or the Bank of the amount of payments made by ASP. Plan Sponsor agrees to instruct its bank to forward an amount in Federal funds equal to such liability by wire transfer or such other transfer method agreed upon between Plan Sponsor and ASP. As used herein "Plan benefits" means payments under the Plan, excluding any copayments, coinsurance or deductibles required by the Plan.

ASP shall advise Plan Sponsor of any disputed health care claims, that directly impact SBBC (of which ASP is aware), by Beneficiaries over which litigation has been commenced or threatened or which is reasonably likely to result in litigation. In all such disputed or unresolved cases, the authority to resolve such claims is expressly retained by ASP and ASP expressly retains the authority to make the ultimate decision with regard to such claims. ASP also retains the authority to decide whether an investigation of any disputed claim is to be conducted and, if so, the extent of that investigation.

3.8.4. **No Duty to Pay Claims from ASP Funds**. Under no circumstances shall ASP be liable for the payment of claims, or other monies owed to Provider (Network and Non-Network) and vendors of goods and services provided under the terms of the Plan, nor shall ASP be required to advance or use its own funds to make any such payments. Plan Sponsor shall be responsible for all expenses incident to the operation of the Plan, including but not limited to all risk of loss with regard to any mistake or error whatsoever in the verification of eligibility of Beneficiaries due to erroneous information supplied to ASP. ASP will not be considered the insurer, guarantor or underwriter of the liability of Plan Sponsor to provide benefits for Beneficiaries, and Plan Sponsor will have the sole responsibility and liability for payment of claims in accordance with the provisions of the Plan. ASP shall have no liability for underpayments or overpayments of claims made under the Plan. However, ASP shall make reasonable efforts to recover reimbursement for overpayments to Network Providers as allowable under the terms of its contracts with Network Providers and shall return such overpayments to Plan Sponsor upon receipt. ASP shall have no obligation with respect to any such claim, but shall cooperate with Plan Sponsor by furnishing such evidence as ASP has available in connection with the defense of any such action.

3.8.5. **Failure to Fund.** In the event that Plan Sponsor fails to fund the Plan Sponsor Account as set forth in this Exhibit, ASP shall immediately notify Plan Sponsor in writing (the "Failure to Fund Notice"). Plan Sponsor shall deposit into the Plan Sponsor Account the amount stated in the Failure to Fund Notice by the close of business on the business day following the business day of Plan Sponsor's receipt of the notice.

3.8.5.1. Termination of Exhibit A. In the event that Plan Sponsor fails upon three (3) or more notices to so fund the Plan Sponsor Account, ASP, in its sole discretion, may immediately terminate this Exhibit upon notice to Plan Sponsor.

3.8.5.2. Additional Payment Due to Failure to Fund. Plan Sponsor understands and agrees that if Plan Sponsor fails to fund the Plan Sponsor Account as required by this Exhibit, and such failure to fund causes claims for Covered Services provided to Beneficiaries to be paid later than required by law, regulation or an applicable Network Provider agreement, Plan Sponsor shall pay any additional amounts (whether interest, statutory penalties, or loss of contracted rate) required to be paid due to Plan Sponsor's failure to fund the Plan Sponsor Account and in the amount required under the applicable Network Provider agreement or by law or regulation.

3.9 **Subrogation/Recovery/Coordination of Benefits.** ASP shall administer a coordination of benefits, recovery and subrogation program on behalf of Plan Sponsor, subject to the approval of the Plan Sponsor and as outlined in SPD.

ASP, along with its affiliates, has contracted with a third-party vendor (the "Recovery Vendor") to recover monies paid to Providers that should not have been paid to such Providers ("Ineligible Payments"). Ineligible Payments may occur for numerous reasons, including, but not limited to, late notice to ASP of an ineligible Covered Individual; a Covered Individual failing to provide correct coordination of benefits information to Plan Sponsor or ASP; or a Provider failing to disclose all information related to the service or item requested for payment under the Plan.

ASP, along with its affiliates, also has contracted with a third party vendor (the "Subrogation Vendor") to supervise ASP's Plan Sponsors' interests in litigation with third parties that may lead to a subrogation payment to ASP's Plan Sponsors, including Plan Sponsor. (The "Recovery Vendor" and "Subrogation Vendor" are hereinafter collectively referred to as the "Vendors" and individually as a "Vendor.")

ASP shall identify Ineligible Payments and potential subrogation matters that are appropriate to refer to the appropriate Vendor. The appropriate Vendor shall be paid a portion or percentage of any Ineligible Payment or subrogation amount that it recovers as payment for its services (a "Contingent Cost"). Contingent Costs shall be equal to the mutually agreed upon amount set forth in the contract between ASP and the applicable Vendor, the maximum of which is disclosed in the response to the RFP and Exhibit B of this Agreement.

ASP shall notify Plan Sponsor of amounts recovered by and paid to the Vendors. Plan Sponsor understands and agrees that Contingent Costs paid to the Vendors shall be deducted from amounts refunded to Plan Sponsor and ASP shall have no duty to pay such Contingent Costs or refund amounts equal to such Contingent Costs to Plan Sponsor. Further, Contingent Cost shall be paid by Plan Sponsor in addition to the Administrative Services Charge(s) and other charges described herein.

Notwithstanding the foregoing, neither ASP nor any Vendor shall act on behalf of Plan Sponsor in any way in the case of class action litigation. If requested by Plan Sponsor, ASP shall cooperate with Plan Sponsor by providing claims information reasonably necessary for Plan Sponsor to pursue a claim in any class action litigation.

3.10 **Government Program Reimbursement**. Where the Beneficiary has also filed a claim or an appeal under any law applicable to benefit entitlement, such as worker's compensation, unemployment compensation, or disability, ASP will recommend appropriate action (such as holding such claim in a pending file), or shall turn the claim over to Plan Sponsor if the claim becomes involved in legal action or proceedings under such laws.

4. **Beneficiary Appeals/External Review.**

As part of its delegated duties under this Exhibit, ASP shall administer two levels of appeal under the Plan and have final authority on all disputed claims, subject to external review required under law. ASP shall administer a third level of appeal subject to external review process. Plan Sponsor shall cooperate with ASP and promptly respond to any requests for information.

4.1. Administrative Services Charge(s). In consideration of the administrative and other services to be provided hereunder, Plan Sponsor shall pay ASP those amounts (the "Administrative Services Charge(s)") set forth in Exhibit B of this Agreement. ASP shall provide a monthly invoice to Plan Sponsor in a format mutually agreed upon by the parties on or about the 15th of the month prior to the date the Administrative Services Charge(s) are due and shall notify Plan Sponsor that the invoice has been posted. The invoice shall contain an itemization of the Administrative Services Charge(s), including administrative charges, access charges, and other costs. Plan Sponsor acknowledges that these charges may include costs for services and products provided by third parties to Plan Sponsor. Plan Sponsor authorizes and directs ASP to pay any administrative costs to such third parties on behalf of Plan Sponsor.

Plan Sponsor shall pay the Administrative Services Charge(s) to ASP no later than thirty (30) calendar days from the date of notification of posting of the monthly invoice. Payment can be made to ASP by Plan Sponsor by wire transfer, direct withdrawal or U.S. Mail. In the event that Plan Sponsor disputes any amount contained on a monthly invoice, Plan Sponsor must notify ASP as soon as reasonably practical. If ASP is in agreement with Plan Sponsor, any adjustments will be recognized on the invoice for the next month. At ASP's discretion, all amounts unpaid for more than thirty (30) calendar days following the date of the invoice shall be subject to an interest charge at a monthly rate of the lesser of the maximum amount allowable by the law of the state in which Plan Sponsor is located or one and one-half percent (1.5%).

ASP shall meet such performance guarantees, set forth in Exhibit E including at a minimum annual reporting.

4.2. **Monthly Enrollment Adjustments.** Monthly fees based on the number of Plan Sponsor's Employees enrolled in the Plan each month will be paid based upon the ASP's records of current enrollment in the Plan as of the first day of each month. Appropriate adjustments will be made for enrollment variances.

In the case of an Employee whose coverage is terminated and ASP is notified of said termination after the sixtieth (60th) day following the termination date, ASP will not provide to the Plan Sponsor any adjustment to the administrative charge for that Employee.

4.3. **Changes of/Additional Administrative Service Charges.**

4.3.1. The ASP will have the right to adjust all or a portion of the Administrative Services Charge(s) upon delivery of notice of such adjustment to Plan Sponsor forty-five (45) calendar days prior to such adjustment if material changes are made to this Exhibit or any amendment to the Plan which affects ASP's costs of services under this Exhibit.

4.3.2. The ASP may charge Plan Sponsor reasonable amounts for the reproduction or return of Plan records requested by Plan Sponsor or governmental agencies. Plan Sponsor shall reimburse, subject to Plan Sponsor approval, ASP for reasonable amounts charged by medical providers and others for information reasonably requested by ASP to perform its duties under this Exhibit.

4.3.3. Upon forty-five (45) calendar days' notice to Plan Sponsor, ASP may adjust the Administrative Service Charge(s) if any change in law or regulations imposes duties or obligations on ASP greater than those specified by this Exhibit at the time of such change.

4.4. **Additional Services.** In the event that Plan Sponsor requests ASP to provide services other than those specified in Section 3 of this Exhibit, including, but not limited to, special research projects, reports, claims system changes to accommodate program changes, or other tasks to be specifically performed for and on behalf of Plan Sponsor, Plan Sponsor shall pay to ASP an additional charge to be mutually agreed upon by the parties in writing before the services are provided.

4.5. **Exclusions.** Expenses incurred by Plan Sponsor for the following services shall not be the responsibility of ASP: (i) expenses associated with meetings, communications and mailings to the Plan Sponsor, including its Board of Trustees or committees that do not pertain to the administration of the Plan; (ii) all insurance costs, including professional liability/malpractice, general liability coverage, which may be purchased for the Plan Sponsor; (iii) taxes or other government obligations of the Plan; (iv) the Plan Sponsor's annual financial audit and such other audits and financial statements required by state or federal law and cost associated with preparation of the Plan Sponsor's annual tax returns or other returns or reports for Plan; (v) costs of legal services for the Plan which arise in the normal course of the Plan's operations including ASP's provision of services for the Plan; (vi) license and filing costs and penalties and other costs associated with annual and other

reports required to be filed by the Plan Sponsor by federal and state statutes and regulations; (vii) expenses for independent legal, independent accounting and independent actuarial services of the Plan Sponsor; (viii) access fees for other network services purchased outside of this Exhibit; and (ix) all items expressly agreed upon by the parties and set forth in this Exhibit.

**5. Termination.**

5.1 Run-Out Period. In the event of termination of this Agreement, ASP shall continue to process claims during the Run-Out Period for health care services, equipment and supplies provided while this Agreement was in effect. Run-Out services are included for 12 months at no additional cost. On the first day following the end of the Run-Out Period, ASP shall forward any claims not yet fully processed to Plan Sponsor or to the person or entity to whom Plan Sponsor directs ASP to send such claims.

Notwithstanding the foregoing, if ASP has terminated this Agreement due to the breach of Plan Sponsor, including but not limited to, failure to fund the PFA, ASP shall have no obligation to continue to render any services during the Run-Out Period.

5.2 **Record Transfer.** Upon the termination of ASP's duties hereunder, it shall be the responsibility of the Plan Sponsor to arrange and pay all costs for the transfer to a successor of custody of any of Plan Sponsor's records in ASP's possession or Benefits Outsource, Inc, excluding current data feeds provided to Plan Sponsor by ASP. ASP may, at its option, transfer such records in such form as it may desire, including computer tapes or disks. Information shall be presented in the form of ASP's then current standard file layouts at the time the data is requested, and it is the responsibility of the Plan Sponsor to convert such information into any other form required by the successor.

5.3 **Duties on Termination.** As of the effective termination date of this Exhibit, this Exhibit shall be considered of no further force of effect, provided, however, that each party shall remain liable for any obligations or liabilities arising from activities carried on by such party or its agents, servants, or employees during the period this Exhibit was in effect except those terms and conditions of the Exhibit expressly so noted shall survive termination of this Exhibit, including but not limited to post-termination services provided during the Run-Out Period.

**6. Access to Books and Records.**

6.1 Plan Sponsor Books and Records. Plan Sponsor agrees that ASP may have access to its books and records, on reasonable notice, and at reasonable times, during normal business hours, to verify the number of Beneficiaries reported by Plan Sponsor hereunder. This provision shall survive any termination of this Exhibit.

6.2 ASP Books and Records. ASP shall maintain books of accounts and supporting documents for its services hereunder in accordance with generally accepted accounting principles consistently applied, during the term of this Exhibit and for seven (7) years thereafter or, a longer period, if required by applicable law. Any claims audit shall be conducted in accordance with Section

2.7 and 2.8.

6.3 Proprietary Rights. Plan Sponsor acknowledges that ASP (including its affiliates) has developed and may develop in connection with this Exhibit, certain symbols, trademarks, service marks, designs, data, processes, systems, computer software, manuals, lists, programs, plans, procedures and information, including, but not limited to, utilization management and quality improvement plans and policies, all of which are proprietary information and trade secrets of ASP (collectively "Materials"). Such Materials are the property of ASP during the term hereof and thereafter. Plan Sponsor shall not use the Materials, except as expressly contemplated by this Exhibit, without the prior written consent of ASP, and shall cease any and all usage of the Materials immediately upon the termination of this Exhibit. If SBBC - In the event of a breach or a threatened breach of this Section 6.3 by SBBC, the parties agree and acknowledge that the remedy at law for any breach or threatened breach shall be inadequate and ASP shall be entitled to an injunction restraining Plan Sponsor from committing or continuing to commit any such breach, without being required to post bond or other security and without having to prove the inadequacy of the available remedies at law. Nothing contained herein shall be construed as prohibiting ASP from pursuing any other remedies for such breach or threatened breach.

If a public records request - In the event of a breach or a threatened breach of this Section 6.3 due to a public records request, the parties agree and acknowledge that the remedy at law for any breach or threatened breach shall be inadequate and ASP shall be entitled to an injunction precluding Plan Sponsor from complying with the public records request, without being required to post bond or other security and without having to prove the inadequacy of the available remedies at law. Nothing contained herein shall be construed as prohibiting ASP from pursuing any other remedies for such breach or threatened breach. In the event of a **Public Records Request of Redacted Data**. Upon a public records request for ASP's marked trade secret information, SBBC will notify ASP timely and ASP promptly will provide SBBC with a court order to protect such data being deemed trade secret. If ASP wishes to protect data contained in this Agreement or any Exhibits attached hereto, then ASP at its sole option, expense, and defense to protect such data from public domain is ASP's full and sole responsibility. If ASP does not obtain such court order in a timely fashion, then the Plan Sponsor may release the requested data to fulfill the public records request. Areas highlighted in yellow and in red font in this Agreement and Exhibits have been requested by ASP to be marked as a trade secret.

**7.0 Relationships.**

7.1 **Relationships of the Parties**. In the performance of the work, duties and obligations of the parties pursuant to this Exhibit, ASP shall at all times be acting and performing as an independent contractor with respect to Plan Sponsor. No relationship of employer and employee, or partners, agents, or joint ventures between ASP and Plan Sponsor is created by this Exhibit, and neither party may therefore make any claim against the other party for social security benefits, workers' compensation benefits, unemployment insurance benefits, vacation pay, sick leave or any other employee benefit of any kind. In addition, neither party shall have any power or authority to act for or on behalf of, or to bind the other except as herein expressly granted, and no other or greater power or authority shall be implied by the grant or denial of power or authority specifically mentioned herein.

7.2 **Relationship of ASP and Providers.** ASP has contracted with Network Providers as independent contractors to provide Covered Services. Network Providers and their employees and agents are not employees and agents of ASP and neither ASP nor any employee of ASP is an employee or agent of the Network Providers. ASP is not responsible and shall not be liable for any claims that may arise from the provision of Covered Services (or any other services outside the scope of this Exhibit) to Beneficiaries by Network Providers.

7.3 **Relationship of Providers and Beneficiaries**. Each Provider who is a Network Provider shall maintain the usual and customary Provider-patient relationship with Beneficiaries and shall be solely responsible for medical treatment. The parties acknowledge and agree that any and all decisions rendered by ASP in its administration of this Exhibit, including, but not limited to, all decisions with respect to the determination of whether or not a service is a Covered Service, are made solely to determine if payment of benefits under the Plan is appropriate. The sole responsibility of Plan Sponsor in regard to a Network Provider's services is payment for Covered Services that are provided to Beneficiaries under the terms of the Plan, and nothing contained herein shall be construed as interfering with the Provider-patient relationship. Nothing herein shall require a Provider to commence or continue providing medical treatment to a Beneficiary. Further, nothing herein shall require a Beneficiary to commence or continue receiving medical treatment from a Provider.

7.4 **Fiduciary Status**. It is understood that ASP is not a named Plan fiduciary, Plan Administrator, or fiduciary of the Plan except as to the extent required by applicable law, and that, with respect to the provision of services by ASP under this Exhibit, ASP shall not assume any obligations of Plan Sponsor, the named Plan fiduciary or the Plan Administrator under the provisions of PPACA, COBRA, or any other applicable law except as expressly stated in this Exhibit. The Plan Sponsor has designated to ASP the authority to construe and interpret the terms and provisions of the Plan for purposes of making claims determinations, to decide disputes which may arise relative to a Beneficiary's rights, and to decide questions of Plan interpretation and those of fact relating to the Plan. ASP accepts this designation as Claims Final Fiduciary, to the extent herein described.

## 8. Miscellaneous.

8.1 **Non-assumption of Liabilities**. ASP shall not, by entering into and performing services in accordance with the terms of this Exhibit, become liable for any of the existing or future obligations, liabilities, or debts of Plan Sponsor, and ASP shall not, by providing claim processing or other services to Plan Sponsor assume or become liable for any of the obligations, debts, or liabilities of Plan Sponsor as otherwise provided herein.

## FINANCIAL RESPONSE FORMS – SELF-FUNDED MODELS

### Managed Care/HMO Models

SBBC is requesting a 36-month flat rate guarantee for the ASO fees, as outlined below, for each self-funded option. The Proposer shall state its proposed prices for providing all services as stated in the RFP. Note that fees in the initial Calendar Year (2021) shall be quoted on a Mature basis, i.e., fees/premiums are inclusive of run-out administration. Fees shall be quoted for 2021, 2022 and 2023. If the fee for one of the listed services is included in the fee for another service (e.g. if the utilization Management fee is included in the ASO fee), the enter "included" in the cell for that fee.

| | 2021 | 2022 | 2023 |
|---|---|---|---|
| Expected Paid Claims | $177,351,127 projected medical claims for HMO Model plans<br>In addition, Pharmacy projected claims (with rebates) are $39,239,534 for HMO Model plans | $192,142,211 projected medical claims for HMO Model plans<br>In addition, Pharmacy projected claims (with rebates) are $42,754,702 for HMO Model plans | $208,166,871 projected medical claims for HMO Model plans<br>In addition, Pharmacy projected claims (with rebates) are $47,347,902 for HMO Model plans |
| Expected Change in Claim Reserves (PEPM) | N/A | N/A | N/A |
| ASO Fees (PEPM) | $29.95 | $29.95 | $29.95 |
| Access Fees (PEPM) | Included | Included | Included |
| Utilization Review/Medical Management Fees | Included | Included | Included |
| PBM Interface Fees (PEPM) | Currently Integrated | Currently Integrated | Currently Integrated |
| Disease Management/Wellness Fees (PEPM) | Included | Included | Included |
| Disease Management | | | |
| Lifestyle Management | | | |
| Behavioral Health/Substance Abuse Fees (PEPM) | Included | Included | Included |
| Cobra Administrative Fees (PEPM) | Included | Included | Included |
| HIPAA Administrative Fees (PEPM) | N/A | N/A | N/A |
| Drug Utilization Review Fees (PEPM) | Included | Included | Included |
| Claim Fiduciary Fees (PEPM) | Included | Included | Included |
| Credentialing | Included | Included | Included |

| | | | |
|---|---|---|---|
| Quality Assurance | Included | Included | Included |
| Customer Service | Included | Included | Included |
| Grievance/Appeals Administration | Included | Included | Included |
| Coordination of Benefits | Included | Included | Included |
| Subrogation Services | 30.0% of recovered amount | 30.0% of recovered amount | 30.0% of recovered amount |
| Telehealth Services (PEPM/PPPM) | Included | Included | Included |
| Standard Reporting | Included | Included | Included |
| Ad hoc Reporting | Included | Included | Included |
| Interface with Other Carve-out Vendors | Charges vary based on carved out services | Charges vary based on carved out services | Charges vary based on carved out services |
| Conversion Plan | N/A | N/A | N/A |
| Run-Out Fees | Included | Included | Included |
| Other Fees (PEPM) | N/A | N/A | N/A |
| Total Administrative Fees | $29.95 | $29.95 | $29.95 |

1. Are you willing to provide rate guarantees/rate caps for years four and five? Yes [X] No___ If yes, describe the rate guarantees/ rate caps you are proposing.

   Years four and five not to exceed 3% fee increases.

2. Describe what products and services are included in your disease management fees.

   Disease management programs are included in our proposal. Please refer to attachment A1 Medical Questionnaire #194 for a completion description of our disease management programs.

3. Identify any other fees or costs that are not stated above, that would be included in your pricing. Include the amount of fee(s), cost(s), purpose for fee(s)/cost(s) and how the fee(s)/cost(s) is billed to SBBC. Also include any capitated claim expenses.

Aetna's Enhanced Clinical Review program helps contain rapidly rising costs while enabling members to access care using evidence-based guidelines. Our outpatient precertification process includes high-tech radiology procedures, diagnostic cardiology, facility-based sleep studies, cardiac rhythm implant devices, interventional pain management and hip and knee replacement procedures in all HMO markets and most of our PPO markets. Our program aims to manage costs through prospective medical review and to encourage network utilization. The Enhanced Clinical Review Program charge is $0.70 per member per month through the claim wire for participation in this program. This fee is only assessed for membership in markets where the program operates. The School Board of Broward County's specific savings for this program was $1.76 PMPM.

Capitations are not included.

4. Identify all fees, savings programs, percentages of savings, etc. and if these are fixed for 36 months.

The National Advantage Program includes three components, Contracted Rates, Facility Charge Review and Itemized Bill Review. The contracted rates component offers access to contracted rates for many medical claims from non-network providers, including claims for emergency services and claims by hospital-based specialists such as anesthesiologists and radiologists who do not contract with insurers. The Facility Charge Review component provides reasonable charge allowance review for most inpatient and outpatient facility claims where a NAP contracted rate is not available. The Itemized Bill Review Program applies to inpatient facility claims submitted by Aetna network providers (directly contracted) if (a) the submitted claim amount exceeds a certain threshold as determined by Aetna; and (b) Aetna's contracted rate with the provider uses a "percentage of billed charges" methodology. Aetna will forward IBR claims to a vendor to review and identify any billing inconsistencies and errors. We will retain 35% percent of savings from the Contracted Rates National Advantage Program, Facility Charge Review and Itemized Bill Review components. A maximum fee of $100,000.00 per claim will apply.

A contingency of up to 30.0% percent is paid to a vendor upon recovery of a self-funded customer's claims for certain claim overpayment programs such as the following: coordination of benefits, retroactive termination, audits (Hospital, DRG, High Cost Drugs, etc.), duplicate bills, contract compliance, claim and code review program. Also, a contingency fee of up to 30.0% is applicable for comprehensive subrogation services.

a) What was your average revenue (total recoveries retained by your organization) for your South Florida self-insured book of business for the following. State a a dollar amount including total claims paid for the year.

- Subrogation
- Standard facility charge review
- Code review (own or third party)
- Audits such as hospital claims, specialty drugs, DRG, etc. (list separately)
- Duplicate bills
- Contract compliance
- Out-of-network negotiated rates
- Large inpatient claim review
- Other (list any missing from the list)

Book of business values for overpayment recovery programs could vary by plan sponsor based on the type of claims that are paid and the amount identified and recovered.

In addition, the out of network negotiated revenue could vary depending on a plan sponsors NAP Fee %, product, plan design, network (i.e. narrow network), geography and member utilization. Due to the variables a book of business amount is not available.

b) Are or can the amounts retained by your organization be reported with each wire transfer request?

Yes, the claim detail report will have specific draft accounts that will outline the retained amounts for our overpayment recovery, subrogation, and out of network savings programs.

c) List every third party vendor that will be involved in the administration of the School Board's plans including name of vendor, amount paid to the vendor for services rendered including minimum and how long this vendor has been working with your organization.

We maintain stringent requirements and standards for all subcontractors. We define a subcontractor as an entity that we have engaged to provide goods or perform services for us. The following table identifies our Tier 1 subcontractors, which are a subset of our suppliers/vendors. Tier 1 subcontractors provide member constituent services directly related to the administration of a customer contract and for whom a portion of the services provided may include direct member contact or significant access to member identifiable data. Please note that not all subcontractors provide services to all lines of business, customers or members.

| Subcontractor | Scope of Services |
|---|---|
| Clarity Software Solutions, Inc. | Production of plastic and paper identification cards included in administrative fee. Over 10 years |
| Conduent | Intake services: mailroom, imaging, data entry, X-ray handling, medical, dental, encounters, referrals, CATS and correspondence. Overpayment recovery for hospital credit balance review, call center services - PDP, FSA, SRC, ETech/SSHL, recertification. Print fulfillment included in administrative fee. Over 15 years |
| Cotiviti | Overpayment Recovery for Data Mining, Duplicate Payments, Provider Credit Balance 30.0% for recoveries. Two years. |
| Benefit Outsource | Provides onsite staff support, open enrollment support, retiree direct billing, COBRA administration, overage dependent billing and wellness consultant support additional well consultant included in fee. Aetna has been doing business with BOI for 15 years. |
| End-Game Strategy, Inc. | Overpayment recovery - data mining 30.0% recoveries. Aetna has been doing business with End-Game for over 13 years. |
| Equian | Overpayment recovery - retro termination, contract compliance, out-of-network review, duplicate payment 30.0% recoveries. Aetna has been doing business with Equian for over 10 years. |
| EquiClaim, Inc. | Overpayment recovery - high cost drug audits, implant audits, medical bill audit (hospital bill) audit, DRG audit and inpatient contract compliance audit) 30.0% recoveries. Aetna has been doing business with EquiClaim for over 6 years. |

| | |
|---|---|
| Health Management Systems (MedRecovery Management LLC is now part of HMS) | Overpayment recovery for workers' compensation 30.0% recoveries. Aetna has been doing business with HMS for over 12 years. |
| Iron Mountain, Inc. | Records archiving, retrieving, transportation, and destruction services included in fees. Aetna has been doing business with Iron Mountain for over 20 years. |
| Optum Insights LLC | Overpayment recovery - hospital credit balance, audit complete (healthcare data solutions), coordination of benefits, data mining, RX overpayment recovery 30.0% of recoveries. Aetna has been doing business with Optum for over 14 years. |
| Quest Diagnostics | Determine individual health risk factors resulting in a personal summary report or personalized health action plan. Quest Diagnostics Blueprint for Wellness Fasting Venipuncture Heart & Glucose Panel; blood testing; metabolic syndrome testing - will draw blood and measure other metabolic tests - includes data processing and result communication. In the event biometric screenings are conducted. Quest services will be used. Fees can be taken out of the wellness fund. Aetna has been doing business with Quest for over 20 years. |
| Rawlings Company, LLC | Overpayment recovery for coordination of benefits and subrogation; medical/dental. Identification of subrogation potential for disability claims (disability is related to workers comp or accident, not an illness.) 30.0% of recoveries. Aetna has been doing business with Rawlings for over 15 years. |
| Source One Direct, Inc. | Production of plastic and paper identification cards. Printing of contracts, postcards and booklets for Aetna National Customer Operations. Included in Administrative fees. Aetna has been doing business with Source Once for over 6 years. |
| Teladoc | Resolve medical issues 24/7 through the convenience of phone or video consultations. Provides patients with access to national network of physicians who can diagnose, treat and prescribe medication for many common medical issues. No additional fees other than the claim for Teladoc services. Those services will be billed through the claims wire as a claim. The charge for Teladoc services is $47.00 for general medical, $85.00 for behavioral health and $190 psychiatry and $75.00 for dermatology. Aetna has been doing business with Teladoc for over 5 years. |

The amounts paid to vendor vary based on amounts recovered and contracted rates.

5. Is there a difference in the stated ASO fees for sole carrier versus dual carrier? Yes [X] No__ If yes, provide both sole carrier and dual carrier fees.

   Our proposal is for a sole carrier option, if SBBC wishes to offer multiple carriers, the administrative fees will need to be reviewed and discussed.

6. Describe how you develop your administrative pricing for self-funded accounts.

   Administrative fees are developed based on our core administrative costs including group specific requirements. Specific actuarial formulas and factors used to calculate our self-funded contract fees are proprietary in nature.

   - What do administrative costs (including network charges) represent?

   Network charges are included in our $29.95 PEPM administrative fee. The network component of our administrative fee represents the managing of our network and contracting with providers. It includes network access, Institute of Quality Program, National Medical Excellence Program, Teladoc services and many other services.

   Our administrative fee also represents the servicing and processing of your claims accordingly to SBBC's Summary Plan Descriptions. We make sure that claims are valid and covered and we process payment for them. The claim services are claim processing, adjudication, member services, distribution, claim system, and home office support.

   The administration fee includes plan administration costs representing a designated service center, account management team, onsite open enrollment meeting preparation, ID cards, summary of benefits and coverage, claim fiduciary option 1 and external review.

   It also includes our care management programs such as Aetna Compassionate Care Program, Aetna Heath Connections Disease Management, Medquery with Member Messaging, Personal Health Record, Regional Case Management (Aetna One Essentials), and Utilization Management. Aetna is introducing two new medical management programs Aetna Advice and Healing Better.

   The member resources included in our administration fee are member website and mobile experience and enhanced customer servicing framework.

We have also included 5 dedicated account associates and 2 wellness coaches included in our administration fee as well as reporting charges and behavioral health administration such as behavioral health conditions management and applied behavioral analysis. In addition, we are able to support SBBC's COBRA administration and wellness initiatives.

- As a percent of claims?

  Not applicable since administrative fees are not derived as a percent of claims.

- As a capitated dollar amount per employee?

Capitations are not included.

## FINANCIAL RESPONSE FORMS – SELF-FUNDED MODELS

### High Deductible Health Plan WITH A Health Saving Account

SBBC is requesting a 36-month rate guarantee for the ASO fees, as outlined below, for each self-funded option. The Proposer shall state its proposed prices for providing all services as stated in the RFP. Note that fees in the initial Calendar Year (2021) shall be quoted on a Mature basis, i.e., fees/premiums are inclusive of run-out administration. Fees shall be quoted for 2021, 2022 and 2023. If the fee for one of the listed services is included in the fee for another service (e.g. if the utilization Management fee is included in the ASO fee), the enter "included" in the cell for that fee.

| | 2021 | 2022 | 2023 |
|---|---|---|---|
| Expected Paid Claims | $2,588,368 projected medical claims for HDHP plans<br>In addition, Pharmacy projected claims (with rebates) $419,031 for HDHP plans | $2,804,238 projected medical claims for HDHP plans<br>In addition, Pharmacy projected claims (with rebates) are $456,569 for HDHP plans | $3,038,111 projected medical claims for HDHP plans<br>In addition, Pharmacy projected claims (with rebates) are $505,618 for HDHP plans |
| Expected Change in Claim Reserves (PEPM) | N/A | N/A | N/A |
| ASO Fees (PEPM) | $29.95 | $29.95 | $29.95 |
| Access Fees (PEPM) | Included | Included | Included |
| Utilization Review/Medical Management Fees | Included | Included | Included |
| PBM Interface Fees (PEPM) | Currently Integrated | Currently Integrated | Currently Integrated |
| Disease Management/Wellness Fees (PEPM) | Included | Included | Included |
| Disease Management | | | |
| Lifestyle Management | | | |
| Behavioral Health/Substance Abuse Fees (PEPM) | Included | Included | Included |
| Cobra Administrative Fees (PEPM) | Included | Included | Included |
| HIPAA Administrative Fees (PEPM) | N/A | N/A | N/A |
| DUR Fees (PEPM) | Included | Included | Included |
| Claim Fiduciary Fees (PEPM) | Included | Included | Included |
| Credentialing | Included | Included | Included |

| | | | |
|---|---|---|---|
| Quality Assurance | Included | Included | Included |
| Claims Administration | Included | Included | Included |
| Customer Service | Included | Included | Included |
| Grievance/Appeals Administration | Included | Included | Included |
| Coordination of Benefits | Included | Included | Included |
| Subrogation Services | 30.0% of recovered amount | 30.0% of recovered amount | 30.0% of recovered amount |
| Telehealth Services (PEPM/PPPM) | Included | Included | Included |
| Standard Reporting | Included | Included | Included |
| Ad hoc Reporting | Included | Included | Included |
| Interface with Other Carve-out Vendors | Charges vary based on carved out services | Charges vary based on carved out services | Charges vary based on carved out services |
| Conversion Plan | N/A | N/A | N/A |
| Run-Out Fees | Included | Included | Included |
| Other Fees (PEPM) | N/A | N/A | N/A |
| Total Administrative Fees | $29.95 Per Employee Per Month | $29.95 Per Employee Per Month | $29.95 Per Employee Per Month |

1. Are you willing to provide rate guarantees/rate caps for years four and five? Yes [X] No__ If yes, describe the rate guarantees/ rate caps you are proposing.

   Years four and five not to exceed 3% fee increases.

2. Describe what products and services are included in your disease management fees.

   Disease management programs are included in our proposal. Please refer to attachment A1 Medical Questionnaire #194 for a completion description of our disease management programs.

3. Identify any other fees or costs that are not stated above, that would be included in your pricing. Include the amount of fee(s), cost(s), purpose for fee(s)/cost(s) and how the fee(s)/cost(s) is billed to SBBC. Also include any capitated claim expenses.

   Aetna's Enhanced Clinical Review program helps contain rapidly rising costs while enabling members to access care using evidence-based guidelines. Our outpatient precertification process includes high-tech radiology procedures, diagnostic cardiology, facility-based sleep studies, cardiac rhythm implant devices, interventional pain management and hip and knee replacement procedures in all HMO markets and most of our PPO markets. Our program aims to manage costs through prospective medical review and to encourage network utilization. The Enhanced Clinical Review Program charge is $0.70 per member per month through the claim wire for participation in this program. This fee is only assessed for membership in markets where the program operates. The School Board of Broward County's specific saving for this program was 1.76 PMPM.

   Capitations are not included.

4. Identify all fees, savings programs, percentages of savings, etc. and if these are fixed for 36 months.

The National Advantage Program includes three components, Contracted Rates, Facility Charge Review and Itemized Bill Review. The contracted rates component offers access to contracted rates for many medical claims from non-network providers, including claims for emergency services and claims by hospital-based specialists such as anesthesiologists and radiologists who do not contract with insurers. The Facility Charge Review component provides reasonable charge allowance review for most inpatient and outpatient facility claims where a NAP contracted rate is not available. The Itemized Bill Review Program applies to inpatient facility claims submitted by Aetna network providers (directly contracted) if (a) the submitted claim amount exceeds a certain threshold as determined by Aetna; and (b) Aetna's contracted rate with the provider uses a "percentage of billed charges" methodology. Aetna will forward IBR claims to a vendor to review and identify any billing inconsistencies and errors. We will retain 35% percent of savings from the Contracted Rates National Advantage Program, Facility Charge Review and Itemized Bill Review components. A maximum fee of $100,000.00 per claim will apply.

A contingency of up to 30.0% percent is paid to a vendor upon recovery of a self-funded customer's claims for certain claim overpayment programs such as the following: coordination of benefits, retroactive termination, audits (Hospital, DRG, High Cost Drugs, etc.), duplicate bills, contract compliance, claim and code review program. Also, a contingency fee of up to 30.0% is applicable for comprehensive subrogation services.

a) What was your average revenue (total recoveries retained by your organization) for your South Florida self-insured book of business for the following. State a dollar amount including total claims paid for the year.

- Subrogation
- Standard facility charge review
- Code review (own or third party)
- Audits such as hospital claims, specialty drugs, DRG, etc. (list separately)
- Duplicate bills
- Contract compliance
- Out-of-network negotiated rates
- Large inpatient claim review
- Other (list any missing from the list)

Book of business values for overpayment recovery programs could vary by plan sponsor based on the type of claims that are paid and the amount identified and recovered.

In addition, the out of network negotiated revenue could vary depending on a plan sponsors NAP Fee %, product, plan design, network (i.e. narrow network), geography and member utilization. Due to the variables a book of business amount is not available.

b) Are or can the amounts retained by your organization be reported with each wire transfer request?

Yes, the claim detail report will have specific draft accounts that will outline the retained amounts for our overpayment recovery, subrogation, and out of network savings programs.

c) List every third party vendor that will be involved in the administration of the School Board's plans including name of vendor, amount paid to the vend

We maintain stringent requirements and standards for all subcontractors. We define a subcontractor as an entity that we have engaged to provide goods or perform services for us. The following table identifies our Tier 1 subcontractors, which are a subset of our suppliers/vendors. Tier 1 subcontractors provide member constituent services directly related to the administration of a customer contract and for whom a portion of the services provided may include direct member contact or significant access to member identifiable data. Please note that not all subcontractors provide services to all lines of business, customers or members.

| Subcontractor | Scope of Services |
|---|---|
| Clarity Software Solutions, Inc. | Production of plastic and paper identification cards included in administrative fee. Over 10 years |
| Conduent | Intake services: mailroom, imaging, data entry, X-ray handling, medical, dental, encounters, referrals, CATS and correspondence. Overpayment recovery for hospital credit balance review, call center services - PDP, FSA, SRC, ETech/SSHL, recertification. Print fulfillment included in administrative fee. Over 15 years |
| Cotiviti | Overpayment Recovery for Data Mining, Duplicate Payments, Provider Credit Balance 30.0% for recoveries. Two years. |
| Benefit Outsource | Provides onsite staff support, open enrollment support, retiree direct billing, COBRA administration, overage dependent billing and wellness consultant support additional well consultant included in fee. Aetna has been doing business with BOI for 15 years. |
| End-Game Strategy, Inc. | Overpayment recovery - data mining 30.0% recoveries. Aetna has been doing business with End-Game for over 13 years. |
| Equian | Overpayment recovery - retro termination, contract compliance, out-of-network review, duplicate payment 30.0% recoveries. Aetna has been doing business with Equian for over 10 years. |
| EquiClaim, Inc. | Overpayment recovery - high cost drug audits, implant audits, medical bill audit (hospital bill audit, DRG audit and inpatient contract compliance audit) 30.0% recoveries. Aetna has been doing business with EquiClaim for over 6 years. |
| Health Management Systems (MedRecovery Management LLC is now part of HMS) | Overpayment recovery for workers' compensation 30.0% recoveries. Aetna has been doing business with HMS for over 12 years. |
| Iron Mountain, Inc. | Records archiving, retrieving, transportation, and destruction services included in fees. Aetna has been doing business with Iron Mountain for over 20 years. |
| Optum Insights LLC | Overpayment recovery - hospital credit balance, audit complete (healthcare data solutions), coordination of benefits, data mining, RX overpayment recovery 30.0% of recoveries. Aetna has been doing business with Optum for over 14 years. |

| | |
|---|---|
| Quest Diagnostics | Determine individual health risk factors resulting in a personal summary report or personalized health action plan. Quest Diagnostics Blueprint for Wellness Fasting Venipuncture Heart & Glucose Panel; blood testing; metabolic syndrome testing - will draw blood and measure other metabolic tests - includes data processing and result communication. In the event biometric screenings are conducted. Quest services will be used. Fees can be taken out of the wellness fund. Aetna has been doing business with Quest for over 20 years. |
| Rawlings Company, LLC | Overpayment recovery for coordination of benefits and subrogation; medical/dental. Identification of subrogation potential for disability claims (disability is related to workers comp or accident, not an illness.) 30.0% of recoveries. Aetna has been doing business with Rawlings for over 15 years. |
| Source One Direct, Inc. | Production of plastic and paper identification cards. Printing of contracts, postcards and booklets for Aetna National Customer Operations. Included in Administrative fees. Aetna has been doing business with Source Once for over 6 years. |
| Teladoc | Resolve medical issues 24/7 through the convenience of phone or video consultations. Provides patients with access to national network of physicians who can diagnose, treat and prescribe medication for many common medical issues. No additional fees other than the claim for Teladoc services. Those services will be billed through the claims wire as a claim. The charge for Teladoc services is $47.00 for general medical, $85.00 for behavioral health and $190 psychiatry and $75.00 for dermatology. Aetna has been doing business with Teladoc for over 5 years. |

The amounts paid to vendor vary based on amounts recovered and contracted rates.

5. Is there a difference in the stated ASO fees for sole carrier versus dual carrier? Yes [X] __ No___ If yes, provide both sole carrier and dual carrier fees.

   Our proposal is for a sole carrier option, if SBBC wishes to offer multiple carriers, the administrative fees will need to be reviewed and discussed.

6. Describe how you develop your administrative pricing for self-funded accounts.

   Administrative fees are developed based on our core administrative costs including group specific requirements. Specific actuarial formulas and factors used to calculate our self-funded contract fees are proprietary in nature.

   - What do administrative costs (including network charges) represent?

     Network charges are included in our $29.95 PEPM administrative fee. The network component of our administrative fee represents the managing of our network and contracting with providers. It includes network access, Institute of Quality Program, National Medical Excellence Program, Teladoc services and many other services.

     Our administrative fee also represents the servicing and processing of your claims accordingly to SBBC's Summary Plan Descriptions. We make sure that claims are valid and covered and we process payment for them. The claim services are claim processing, adjudication, member services, distribution, claim system, and home office support.

     The administration fee includes plan administration representing a designated service center, account management team, onsite open enrollment meeting preparation, ID cards, summary of benefits and coverage, claim fiduciary option 1 and external review.

     It also includes our care management programs such as Aetna Compassionate Care Program, Aetna Heath Connections Disease Management, Medquery with Member Messaging, Personal Health Record, Regional Case Management (Aetna One Essentials), and Utilization Management. Aetna is introducing two new medical management programs Aetna Advice and Healing Better.

     The member resources included in our administration fee are member website and mobile experience and enhanced customer servicing framework.

We have also included 5 dedicated account associates and 2 wellness coaches included in our administration fee as well as reporting charges and behavioral health administration such as behavioral health conditions management and applied behavioral analysis. In addition, we are able to support SBBC's COBRA administration and wellness initiatives.

- As a percent of claims?

  Not applicable since administrative fees are not derived as a percentage of claims.

- As a capitated dollar amount per employee?

  Capitations are not included.

## FINANCIAL RESPONSE FORMS – SELF-FUNDED MODELS

### Kids Plan Options

SBBC is requesting a 36-month rate guarantee for the ASO fees, as outlined below, for each self-funded option. The Proposer shall state its proposed prices for providing all services as stated in the RFP. Note that fees in the initial Calendar Year (2021) shall be quoted on a Mature basis, i.e., fees/premiums are inclusive of run-out administration. Fees shall be quoted for 2021, 2022 and 2023. If the fee for one of the listed services is included in the fee for another service (e.g. if the utilization Management fee is included in the ASO fee), the enter "included" in the cell for that fee.

| | 2021 | 2022 | 2023 |
|---|---|---|---|
| Expected Paid Claims | $11,791,453 projected medical claims for KIDS plans<br>In addition, Pharmacy projected claims (with rebates) are $1,829,629 for KIDS plans<br>Note: There would be an additional 5% Anticipated Savings for the Pediatric Narrow Network. | $12,774,861 projected medical claims for KIDS plans<br>In addition, Pharmacy projected claims (with rebates) are $1,993,532 for KIDS plans<br>Note: There would be an additional 5% Anticipated Savings for the Pediatric Narrow Network | $13,840,283 projected medical claims for KIDS plans<br>In addition, Pharmacy projected claims (with rebates) are $2,207,700 for KIDS plans<br>Note: There would be an additional 5% Anticipated Savings for the Pediatric Narrow Network |
| Expected Change in Claim Reserves (PEPM) | N/A | N/A | N/A |
| ASO Fees (PEPM) | $29.95 | $29.95 | $29.95 |
| Access Fees (PEPM) | Included | Included | Included |
| Utilization Review/Medical Management Fees | Included | Included | Included |
| PBM Interface Fees (PEPM) | Currently Integrated | Currently Integrated | Currently Integrated |
| Disease Management/Wellness Fees (PEPM) | Included | Included | Included |
| Disease Management | | | |
| Lifestyle Management | | | |
| Behavioral Health/Substance Abuse Fees (PEPM) | Included | Included | Included |
| Cobra Administrative Fees (PEPM) | Included | Included | Included |

| | | | |
|---|---|---|---|
| HIPAA Administrative Fees (PEPM) | N/A | N/A | N/A |
| DUR Fees (PEPM) | Included | Included | Included |
| Claim Fiduciary Fees (PEPM) | Included | Included | Included |
| Credentialing | Included | Included | Included |
| Quality Assurance | Included | Included | Included |
| Claims Administration | Included | Included | Included |
| Customer Service | Included | Included | Included |
| Grievance/Appeals Administration | Included | Included | Included |
| Coordination of Benefits | Included | Included | Included |
| Subrogation Services | 30.0% of recovered amount | 30.0% of recovered amount | 30.0% of recovered amount |
| Telehealth Services (PEPM/PPPM) | Included | Included | Included |
| Standard Reporting | Included | Included | Included |
| Ad hoc Reporting | Included | Included | Included |
| Interface with Other Carve-out Vendors | Charges vary based on carved out services | Charges vary based on carved out services | Charges vary based on carved out services |
| Conversion Plan | N/A | N/A | N/A |
| Run-Out Fees | Included | Included | Included |
| Other Fees (PEPM) | N/A | N/A | N/A |
| Total Administrative Fees | $29.95 | $29.95 | $29.95 |

1. Are you willing to provide rate guarantees/rate caps for years four and five? Yes [X] No__ If yes, describe the rate guarantees/ rate caps you are proposing.

   Years four and five not to exceed 3% fee increases.

2. Describe what products and services are included in your disease management fees.

   Disease management programs are included in our proposal. Please refer to attachment A1 Medical Questionnaire #194 for a completion description of our disease management programs.

3. Identify any other fees or costs that are not stated above, that would be included in your pricing. Include the amount of fee(s), cost(s), purpose for fee(s)/cost(s) and how the fee(s)/cost(s) is billed to SBBC. Also include any capitated claim expenses.

   Aetna's Enhanced Clinical Review program helps contain rapidly rising costs while enabling members to access care using evidence-based guidelines. Our outpatient precertification process includes high-tech radiology procedures, diagnostic cardiology, facility-based sleep studies, cardiac rhythm implant devices, interventional pain management and hip and knee replacement procedures in all HMO markets and most of our PPO markets. Our program aims to manage costs through prospective medical review and to encourage network utilization. The Enhanced Clinical Review Program charge is $0.70 per member per month through the claim wire for participation in this program. This fee is only assessed for membership in markets where the program operates. The School Board of Broward County's specific savings for this program was $1.76 PMPM.

   Capitations are not included.

4. Identify all fees, savings programs, percentages of savings, etc. and if these are fixed for 36 months.

The National Advantage Program includes three components, Contracted Rates, Facility Charge Review and Itemized Bill Review. The contracted rates component offers access to contracted rates for many medical claims from non-network providers, including claims for emergency services and claims by hospital-based specialists such as anesthesiologists and radiologists who do not contract with insurers. The Facility Charge Review component provides reasonable charge allowance review for most inpatient and outpatient facility claims where a NAP contracted rate is not available. The Itemized Bill Review Program applies to inpatient facility claims submitted by Aetna network providers (directly contracted) if (a) the submitted claim amount exceeds a certain threshold as determined by Aetna; and (b) Aetna's contracted rate with the provider uses a "percentage of billed charges" methodology. Aetna will forward IBR claims to a vendor to review and identify any billing inconsistencies and errors. We will retain 35% percent of savings from the Contracted Rates National Advantage Program, Facility Charge Review and Itemized Bill Review components. A maximum fee of $100,000.00 per claim will apply.

A contingency of up to 30.0% percent is paid to a vendor upon recovery of a self-funded customer's claims for certain claim overpayment programs such as the following: coordination of benefits, retroactive termination, audits (Hospital, DRG, High Cost Drugs, etc.), duplicate bills, contract compliance, claim and code review program. Also, a contingency fee of up to 30.0% is applicable for comprehensive subrogation services.

a) What was your average revenue (total recoveries retained by your organization) for your South Florida self-insured book of business for the following. State a dollar amount including total claims paid for the year.

- Subrogation
- Standard facility charge review
- Code review (own or third party)
- Audits such as hospital claims, specialty drugs, DRG, etc. (list separately)
- Duplicate bills
- Contract compliance
- Out-of-network negotiated rates
- Large inpatient claim review
- Other (list any missing from the list)

Book of business values for overpayment recovery programs could vary by plan sponsor based on the type of claims that are paid and the amount identified and recovered.

In addition, the out of network negotiated revenue could vary depending on a plan sponsors NAP Fee %, product, plan design, network (i.e. narrow network), geography and member utilization. Due to the variables a book of business amount is not available.

b) Are or can the amounts retained by your organization be reported with each wire transfer request?

Yes, the claim detail report will have specific draft accounts that will outline the retained amounts for our overpayment recovery, subrogation, and out of network savings programs.

c) List every third party vendor that will be involved in the administration of the School Board's plans including name of vendor, amount paid to the

We maintain stringent requirements and standards for all subcontractors. We define a subcontractor as an entity that we have engaged to provide goods or perform services for us. The following table identifies our Tier 1 subcontractors, which are a subset of our suppliers/vendors. Tier 1 subcontractors provide member constituent services directly related to the administration of a customer contract and for whom a portion of the services provided may include direct member contact or significant access to member identifiable data. Please note that not all subcontractors provide services to all lines of business, customers or members.

| Subcontractor | Scope of Services |
|---|---|
| Clarity Software Solutions, Inc. | Production of plastic and paper identification cards included in administrative fee. Over 10 years |
| Conduent | Intake services: mailroom, imaging, data entry, X-ray handling, medical, dental, encounters, referrals, CATS and correspondence. Overpayment recovery for hospital credit balance review, call center services - PDP, FSA, SRC, ETech/SSHL, recertification. Print fulfillment included in administrative fee. Over 15 years |
| Cotiviti | Overpayment Recovery for Data Mining, Duplicate Payments, Provider Credit Balance 30.0% for recoveries. Two years. |
| Benefit Outsource | Provides onsite staff support, open enrollment support, retiree direct billing, COBRA administration, overage dependent billing and wellness consultant support additional well consultant included in fee. Aetna has been doing business with BOI for 15 years. |
| End-Game Strategy, Inc. | Overpayment recovery - data mining 30.0% recoveries. Aetna has been doing business with End-Game for over 13 years. |
| Equian | Overpayment recovery - retro termination, contract compliance, out-of-network review, duplicate payment 30.0% recoveries. Aetna has been doing business with Equian for over 10 years. |
| EquiClaim, Inc. | Overpayment recovery - high cost drug audits, implant audits, medical bill audit (hospital bill audit, DRG audit and inpatient contract compliance audit) 30.0% recoveries. Aetna has been doing business with EquiClaim for over 6 years. |
| Health Management Systems (MedRecovery Management LLC is now part of HMS) | Overpayment recovery for workers' compensation 30.0% recoveries. Aetna has been doing business with HMS for over 12 years. |
| Iron Mountain, Inc. | Records archiving, retrieving, transportation, and destruction services included in fees. Aetna has been doing business with Iron Mountain for over 20 years. |
| Optum Insights LLC | Overpayment recovery - hospital credit balance, audit complete (healthcare data solutions), coordination of benefits, data mining, RX overpayment recovery 30.0% of recoveries. Aetna has been doing business with Optum for over 14 years. |

| | |
|---|---|
| Quest Diagnostics | Determine individual health risk factors resulting in a personal summary report or personalized health action plan. Quest Diagnostics Blueprint for Wellness Fasting Venipuncture Heart & Glucose Panel; blood testing; metabolic syndrome testing - will draw blood and measure other metabolic tests - includes data processing and result communication. In the event biometric screenings are conducted, Quest services will be used. Fees can be taken out of the wellness fund. Aetna has been doing business with Quest for over 20 years. |
| Rawlings Company, LLC | Overpayment recovery for coordination of benefits and subrogation; medical/dental. Identification of subrogation potential for disability claims (disability is related to workers comp or accident, not an illness.) 30.0% of recoveries. Aetna has been doing business with Rawlings for over 15 years. |
| Source One Direct, Inc. | Production of plastic and paper identification cards. Printing of contracts, postcards and booklets for Aetna National Customer Operations. Included in Administrative fees. Aetna has been doing business with Source Once for over 6 years. |
| Teladoc | Resolve medical issues 24/7 through the convenience of phone or video consultations. Provides patients with access to national network of physicians who can diagnose, treat and prescribe medication for many common medical issues. No additional fees other than the claim for Teladoc services. Those services will be billed through the claims wire as a claim. The charge for Teladoc services is $47.00 for general medical, $85.00 for behavioral health and $190 psychiatry and $75.00 for dermatology. Aetna has been doing business with Teladoc for over 5 years. |

The amounts paid to vendor vary based on amounts recovered and contracted rates.

5. Is there a difference in the stated ASO fees for sole carrier versus dual carrier? Yes [X] No__ If yes, provide both sole carrier and dual carrier fees.

Our proposal is for a sole carrier option, if SBBC wishes to offer multiple carriers, the administrative fees will need to be reviewed and discussed.

6. Describe how you develop your administrative pricing for self-funded accounts.

Administrative fees are developed based on our core administrative costs including group specific requirements. Specific actuarial formulas and factors used to calculate our self-funded contract fees are proprietary in nature.

- What do administrative costs (including network charges) represent?

  Network charges are included in our $29.95 PEPM administrative fee. The network component of our administrative fee represents the managing of our network and contracting with providers. It includes network access, Institute of Quality Program, National Medical Excellence Program, Teladoc services and many other services.

  Our administrative fee also represents the servicing and processing of your claims accordingly to SBBC's Summary Plan Descriptions. We make sure that claims are valid and covered and we process payment for them. The claim services are claim processing, adjudication, member services, distribution, claim system, and home office support.

  The administration fee includes plan administration costs representing a designated service center, account management team, onsite open enrollment meeting preparation, ID cards, summary of benefits and coverage, claim fiduciary option 1 and external review.

  It also includes our care management programs such as Aetna Compassionate Care Program, Aetna Heath Connections Disease Management, Medquery with Member Messaging, Personal Health Record, Regional Case Management (Aetna One Essentials), and Utilization Management. Aetna is introducing two new medical management programs Aetna Advice and Healing Better.

  The member resources included in our administration fee are member website and mobile experience and enhanced customer servicing framework.

We have also included 5 dedicated account associates and 2 wellness coaches included in our administration fee as well as reporting charges and behavioral health administration such as behavioral health conditions management and applied behavioral analysis. In addition, we are able to support SBBC's COBRA administration and wellness initiatives.

- As a percent of claims?

  Not applicable since administrative fees are not derived as a percentage of claims.

- As a capitated dollar amount per employee?

  Capitations are not included.

# The School Board of Broward County, Florida

## General Performance Guarantee Provisions

Aetna Life Insurance Company, on behalf of itself and its affiliates ("Aetna", "our" or "we") provides health benefits administration and other services (set forth in this document) for the self-funded Medical plans operated on behalf of The School Board of Broward County, Florida (also "you" or "your").

These performance guarantees are considered are an Exhibit to the Agreement.

## What we guarantee

We guarantee that your in-network discount for the guarantee period will be 71.1* percent or better, assuming current enrollment and service mix. Each period is measured on a 12 month basis and is valid for the Guarantee Period defined below. Annually this may be adjusted upward upon mutual agreement.

**Products:** Open Access Aetna Select℠ (OA-AS) & Aetna Choice® Point of Service II (CPII)

**Guarantee period:** January 1, 2021 through December 31, 2021
Guarantee period: January 1,2022 through December 31, 2022
Guarantee period: January 1, 2023 through December 31, 2023
Guarantee period: January 1, 2024 through December 31, 2024
Guarantee period: January 1, 2025 through December 31, 2025
*Note: Aetna claims that any areas in red and highlighted in yellow are a trade secret.

## What we guarantee (cont.) | How discounts are calculated

Discount Guarantee Attachment shows:

- Our guaranteed network contracted discounts by network, for each of the following three service types:
  - Inpatient hospital
  - Outpatient hospital
  - Physician/other
- Aggregate guaranteed network contracted discount based on a weighting of:
  - Projected, customer-specific employees by network
  - The School Board of Broward County,

The achieved discount percentage is calculated using the following calculation:

$$\frac{\text{In-network provider discounts in dollars}}{\text{Total in-network billed eligible charges*}}$$

We calculate the discount using data from our Aetna Informatics® data warehouse. Three months of runout data will be included in the calculation. The guarantee reconciliation excludes each medical case where the claims in that medical case exceed $100,000. A medical case summarizes clinical events by linking or associating all of the claims submitted for a

**Discount Guarantee**

| | |
|---|---|
| Florida weighting by service type<br>We finalize the discount target during the reconciliation process. The reconciliation will be completed once the actual enrolled members by network and product, and the actual billed eligible charges are known.<br><br>The final aggregate guaranteed discount will be determined by weighting the discounts by the actual aggregate billed eligible charges by product and service type. | member during the same treatment event. For example, all claims associate with an Inpatient Acute hospital stay or an Outpatient Facility based procedure.<br>The guarantee results combine the OA AS and CPII product(s) and we report in aggregate for purposes of this guarantee reconciliation. |

*Billed eligible charges are charges prior to application of plan design, discounts and member cost sharing (copays and deductibles). Billed eligible charges exclude the following:

- Duplicate or other ineligible/not covered/denied claims
- Claims paid by coordination of benefits where we are not primary (including Medicare)
- - Claims incurred in passive or custom networks
- Behavioral health claims
- All non-medical claims (this includes pharmacy, specialty pharmacy, dental and vision hardware claims)
- Non-facility billed eligible charges at a level equal to or within 3 percent of the negotiated rates
- Some charges where the provider contract allows us to pay the lesser of the billed amount or the contractual rates
- All pay for performance payments, including but not limited to, accountable care payments (ACP) and coordination of care (COC) payments.

Guarantee reconciliation

We compare the guaranteed discount against the total discount achieved. The guaranteed discount is based on the actual enrollment by product and network, and billed eligible charges by product and service type. Based on the outcome of the comparison, we will make any applicable fee adjustments as shown in the table below.

## Discount Guarantee

| Fee Adjustment |
|---|
| 2.0% fee reduction if the discount achieved falls below the guaranteed discount by a full 1%. |
| 5.0% fee reduction if the discount achieved falls below the guaranteed discount by a full 2%. |
| 9.0% fee reduction if the discount achieved falls below the guaranteed discount by a full 3%. |
| 11.0% fee reduction if the discount achieved falls below the guaranteed discount by a full 4%. |
| 13.0% fee reduction if the discount achieved falls below the guaranteed discount by a full 5%. |
| 15.0% fee reduction if the discount achieved falls below the guaranteed discount by a full 6%. |
| 17.0% fee reduction if the discount achieved falls below the guaranteed discount by a full 7%. |
| 19.0% fee reduction if the discount achieved falls below the guaranteed discount by a full 8%. |
| 21.0% fee reduction if the discount achieved falls below the guaranteed discount by a full 9%. |
| 23.0% fee reduction if the discount achieved falls below the guaranteed discount by a full 10%. |
| 25.0% fee reduction if the discount achieved falls below the guaranteed discount by a full 11%. |
| 27.0% fee reduction if the discount achieved falls below the guaranteed discount by a full 12%. |
| 29.0% fee reduction if the discount achieved falls below the guaranteed discount by a full 13%. |
| 31.0% fee reduction if the discount achieved falls below the guaranteed discount by a full 14%. |
| 33.0% fee reduction if the discount achieved falls below the guaranteed discount by a full 15%. |
| 35.0% fee reduction if the discount achieved falls below the guaranteed discount by a full 16%. |
| 37.0% fee reduction if the discount achieved falls below the guaranteed discount by a full 17%. |
| 39.0% fee reduction if the discount achieved falls below the guaranteed discount by a full 18%. |
| 41.0% fee reduction if the discount achieved falls below the guaranteed discount by a full 19%. |
| 43.0% fee reduction if the discount achieved falls below the guaranteed discount by a full 20%. |
| 45.0% fee reduction if the discount achieved falls below the guaranteed discount by a full 21%. |
| 47.0% fee reduction if the discount achieved falls below the guaranteed discount by a full 22%. |
| 50.0% fee reduction if the discount achieved falls below the guaranteed discount by a full 23%. |

| Applicable Measurement | 50% of collected administrative service fees for all guaranteed products** |
|---|---|

**"Collected fees" means those fees collected for the guarantee period as of the time of the final reconciliation of the guarantee. Administrative service fees exclude:

- Wellness Allowances
- MBE / WBE Allowances
- Any charges for services performed, which are not included on the monthly administrative service fee bill
- ASO Fee Holiday and any other ASO Fee Credit

**Discount Guarantee**

The maximum guarantee for either this Medical Discount Guarantee or the Medical Claim Target Guarantee penalty is 50 percent of actual collected administrative service fees for the employees covered under this guarantee. The School Board of Broward County, Florida will need to select the guarantee of their choice before the effective date.

| Conditions of the guarantee | |
|---|---|
| You receive the right to receive or retain the guarantee if any of the following conditions are not met. | |
| Category | Condition |
| Group composition | You do not close any acquisitions or divestitures during the guarantee period. |
| Minimum enrollment | You must enroll a minimum of 15 percent below current enrollment of 28,869 subscribers in the quoted Aetna self-funded medical products. |
| Pharmacy claims | Pharmacy and specialty pharmacy claims are excluded. |
| Provider Practice | 2021 provider billing and reimbursement practices remain consistent with current practices. |
| Coverage termination during guarantee period | The Medical Discount Guarantee is considered met if you terminate your Aetna medical plan prior to the end of any individual Guarantee Period. |

# Pharmacy
# Service and Fee Schedule
# to the Master Services Agreement

Effective January 01, 2021
The School Board of Broward County, FL
Aetna Standard Formulary (with exclusions)
Maintenance Choice® (90 days at retail)

aetna

## Pharmacy Service and Fee Schedule- ASP Standard Plan

### Pharmacy Discounts & Fees

| | |
|---|---|
| Pricing Arrangement | Traditional |
| Network | Aetna National Network |
| Employees | 28,869 |

| RETAIL | | | |
|---|---|---|---|
| | 01/01/2021 | 01/01/2022 | 01/01/2023 |
| Brand Discount | AWP - 19.25% | AWP - 19.35% | AWP - 19.45% |
| Generic Discount | AWP - 84.00% | AWP - 84.20% | AWP - 84.40% |
| Dispensing Fee | $0.30 per script | $0.30 per script | $0.30 per script |

| MAIL ORDER PHARMACY | | | |
|---|---|---|---|
| Mail Benefit Type | Mandatory Maintenance Choice with opt out | | |
| | 01/01/2021 | 01/01/2022 | 01/01/2023 |
| Brand Discount | AWP - 25.50% | AWP - 25.60% | AWP - 25.70% |
| Generic Discount | AWP - 86.75% | AWP - 86.95% | AWP - 87.15% |
| Dispensing Fee | $0.00 per script | $0.00 per script | $0.00 per script |

| AETNA SPECIALTY PHARMACY | | | |
|---|---|---|---|
| Network | Aetna Specialty Network | | |
| Price List | Not Applicable | | |
| | 01/01/2021 | 01/01/2022 | 01/01/2023 |
| Discount | AWP – 20.00% | AWP – 20.10% | AWP – 20.20% |
| Dispensing Fee | $0.00 per script | $0.00 per script | $0.00 per script |

| GENERIC DISPENSING RATE (GDR) GUARANTEE | | | |
|---|---|---|---|
| | 01/01/2021 | 01/01/2022 | 01/01/2023 |
| Retail GDR | 85.75% | 86.00% | 86.00% |
| Mail GDR | 89.00% | 89.25% | 89.25% |
| Annual Maximum | $750,000 | $750,000 | $750,000 |

## Pharmacy Service and Fee Schedule- ASP Standard Plan

| CLINICAL PROGRAM FEES/ADMIN FEES ETC | | | |
|---|---|---|---|
| | 01/01/2021 | 01/01/2022 | 01/01/2023 |
| Drug Savings Review Program | $0.30 PMPM | $0.30 PMPM | $0.30 PMPM |
| Paper Claims | $0.00 | $0.00 | $0.00 |

| DISCOUNTS | | | |
|---|---|---|---|
| | 01/01/2021 | 01/01/2022 | 01/01/2023 |
| Discount | $2.00 Per Employee Per Year* | N/A | N/A |

*Will be applied to the March 2021 ASO Fee Invoice, due to no ASO Fee Invoice for January and February 2021 given the Medical Fee Holiday.

## Pharmacy Service and Fee Schedule- ASP Standard Plan

### Rebates

| REBATES | | | |
|---|---|---|---|
| Formulary | Aetna Standard Formulary (with exclusions) | | |
| Plan Design | 3 Tier Qualifying | | |
| Rebate Terms | Plan sponsor will receive the following minimum rebate guarantees: | | |
| | 01/01/2021 | 01/01/2022 | 01/01/2023 |
| Retail | The greater of 100% or $243.34 Per Brand Script | The greater of 100% or $253.03 Per Brand Script | The greater of 100% or $256.15 Per Brand Script |
| Mail order | The greater of 100% or $527.45 Per Brand Script | The greater of 100% or $559.07 Per Brand Script | The greater of 100% or $589.62 Per Brand Script |
| Specialty Non-Hepatitis C | The greater of 100% or $2,201.55 Per Brand Script | The greater of 100% or $2,222.70 Per Brand Script | The greater of 100% or $2,219.57 Per Brand Script |
| Specialty Hepatitis C | The greater of 100% or $10,266.00 Per Brand Script | The greater of 100% or $10,266.00 Per Brand Script | The greater of 100% or $10,266.00 Per Brand Script |

Pharmacy Service and Fee Schedule- ASP Standard Plan

## Terms & Conditions

The pricing and services set forth herein are subject to the following Terms & Conditions:

- Assumes that Aetna administers both the medical and pharmacy benefits for Customer on an integrated basis. If Customer elects to use a different vendor to provide medical benefits, then Aetna reserves the right to adjust the pricing contained in this proposal.
- The pricing and services contained herein are limited to prescription drugs dispensed by a Participating Pharmacy to Plan Participants.
- Prescriptions dispensed by a Participating Retail Pharmacy shall be processed at the lower of the pharmacy's submitted Usual & Customary Retail Price, MAC (where applicable) plus a Dispensing Fee, or discounted AWP cost plus a Dispensing Fee.
- MAC Pricing applies at Mail Order.
- Cost Share will be calculated on the basis of the rates charged to the Customer by Aetna for Covered Services, except for fixed copays or where required by law to be otherwise.
- Discounts and Dispensing Fees contained in this Service and Fee Schedule are guaranteed on an annual basis, subject to the following conditions:
  - Pricing guarantees are measured and reconciled as four separate components with the components defined as retail network, mail pharmacy, specialty pharmacy, and rebates.
  - Discount and Dispensing Fee guarantees shall be reconciled and reported to Customer within ninety (90) days following the guarantee period.
  - Discount guarantees are calculated on ingredient cost prior to the application of Plan Participant copay and include zero balance due claims.
  - The following types of Prescription Drug claims are excluded from the Discount and Dispensing Fee guarantees contained herein: compound drug claims, Exclusive Distribution and limited distribution drug (LDD) Claims, direct Plan Participant reimbursement / out-of-network claims, over-the-counter products, in-house

pharmacy claims, and vaccines. In addition, we do not identify or administer any claims for 340B.

- Retail pricing guarantees exclude claims that reflect the Usual & Customary Retail Price.
- Single Source Generic Drugs are included in the Generic Discount guarantees.
- Prescriptions dispensed by Aetna Specialty Pharmacy are included in the Aetna Specialty Pharmacy Discount guarantee listed above.
- Aetna has assumed 0% in-house pharmacy utilization. Aetna reserves the right to re-evaluate the proposed pricing if the actual in-house pharmacy utilization varies from this assumption.

- Pricing and terms in this proposal assume the Customer has elected the Aetna Standard Formulary and the Choose Generics program.
- The proposed formulary includes certain preferred Brand Drugs where the Tier 1 cost share shall be assessed to Members.
- Aetna Specialty Network means members obtain all specialty medications through a participating specialty network pharmacy (no refills at retail allowed). The Specialty Overall Effective Discount (OED) offer is conditioned on (i) Aetna being the exclusive provider of Specialty Services. The Overall Effective Discount (OED) rate will apply to all Specialty drugs on the Specialty List dispensed from a Aetna Specialty owned or affiliated pharmacy, and with the exception of:
  - New to market Specialty Brand drugs will be priced at AWP - 15.00%
  - New to market limited distribution drugs will be priced at AWP -10.00%
  - New to market biosimilars will priced at AWP – 15.00%
- Our financial offer does not assume any adoption of the Transform Diabetes Program. If customer offers a Diabetes Management program, either by Aetna or another vendor, the proposed rebates will need to be re-evaluated.

Pharmacy Service and Fee Schedule- ASP Standard Plan

- Drug Savings Review Program - Aetna guarantees that the net savings realized from these services over the Clinical Program Year of the Agreement for the Drug Savings Review Program shall be [300%] of the expense to Client for these services over the Clinical Program Year. In the event Aetna fails to meet the targeted savings, Client shall be credited for any guaranteed savings short-fall following the end of the applicable Clinical Program Year, up to the amount of fees paid by Client for the Drug Savings Review Program during the Clinical Program Year. "Clinical Program Year" means the twelve (12) month period commencing on the start date of the Drug Savings Review Program and each full consecutive twelve (12) month period thereafter that the Drug Savings Review Program is provided.

- Retail and Mail Order GDR rates by Plan year will be calculated as total retail Generic Drug claims excluding dispense as written ("DAW") claims divided by total retail claims excluding DAW, and total mail Generic claims excluding DAW claims divided by total mail claims excluding DAW. A penalty, if applicable, will be calculated as the difference in the Brand Drug cost versus Generic Drug cost after Discount and Dispense Fee times the actual claim volume. Separate calculations will be performed for retail and mail, and for each Plan year. Reconciliation will be calculated annually within 90 days of the end of each of the guarantee periods. For the purposes of this guarantee, any penalty will be calculated based on the aggregate results across all retail and mail order categories.

- Rebate guarantees will exclude the claims noted below; however, any Rebate collected by Aetna for such claims may be shared with Customer in accordance with the Rebate terms described herein.

- Rebate guarantees are measured individually by component and reconciled in the aggregate on an annual basis within 180 days following the end of the Plan year; a surplus in one or more component Rebate guarantees may be used to offset shortages in other component Rebate guarantees.

- Rebate guarantees will exclude the claims noted below; however, any Rebate collected by Aetna for such claims will be passed through to the Customer in accordance with the Rebate terms described herein.

- Rebate guarantees may be subject to:

Pharmacy Service and Fee Schedule- ASP Standard Plan

- The adoption of utilization management edits for Specialty Products, including for example, Prior Authorization (PA) and Quantity Limits.
- The adoption and maintenance of a biosimilar first plan design for Specialty Products.
- Plan performance that is materially the same as the baseline data provided by Customer and relied upon by Aetna, including information regarding enrollment and utilization of pharmacy services.
- Rebate guarantees assume that products that are not Specialty Products will not be subject to precertification or step therapy requirements, and that all drug classes included on the Aetna Standard Formulary be covered.

- The above rebate guarantees exclude:
  - Over the Counter (OTC) Claims
  - Exclusive Distribution and limited distribution drug (LDD) Claims
  - 340B Claims
  - Compound Drug Claims
  - Paper or Member Submitted Claims
  - Coordination of Benefits (COB) or secondary payor Claims
  - Vaccine and vaccine administration Claims
  - New to Market Biosimilar Claims
- Rebate guarantees assume alignment with proposed formulary, including utilization management programs to support formulary strategy, and standard prior authorization/utilization management criteria.
- Rebate guarantees assume Advanced Control Specialty Formulary.
- Specialty rebate guarantees apply to specialty drug claims at all channels.
- Brand drug claims in the HIV therapeutic category are included in the retail rebate guarantees.
- To receive the rebate guarantees noted:

Pharmacy Service and Fee Schedule- ASP Standard Plan

- Three-tier qualifying plan designs – maintains a first tier comprised of Generic Drugs, a second tier comprised of preferred Brand Drugs, and a third tier comprised of non-preferred Brand Drugs. The plan design maintains at least a $15.00 co-payment differential between preferred and non-preferred Brand Drugs, at least a $15.00 differential in the minimum co-payment for coinsurance, or a differential of coinsurance 1.5 times or 50 percentage points between the preferred and non-preferred Brand Drugs (for example, if preferred brand coinsurance was 20%, non-preferred brand would need to be 30% to qualify).

- We are providing a separate rebate guarantee for the specialty brand drug claims within the Hepatitis C therapeutic class. Rebate guarantees are conditioned upon Harvoni, Epclusa, and Vosevi as the preferred formulary drugs for Hepatitis C treatment with at least 95% drug claim share, all other drugs are excluded or non-preferred, coverage is provided for all fibrosis scores (F0/F1-F4), utilization management criteria aligns with drug labeling, and client is not utilizing starter or split fill programs.

- Plan design and benefits must be finalized 90 days prior to the effective date to support mailing of impacted members moving to Aetna's Standard Formulary. Less than 90 day notice of acceptance of the Aetna Standard formulary renewal quote may require implementation of a temporary benefit design until benefits are ready. This will not interrupt claims adjudication and service to members.

Pharmacy Service and Fee Schedule- ASP Standard Plan

## Discounts

Aetna is including a one-time discount of $2.00 PEPY to be applied to the Customer's March 2021 monthly bill only.

## Market Check

On an annual basis in the second quarter of each Contract Year upon SBBC's reasonable request, a third party consulting firm may review the financial terms of this Agreement compared to financial offering presented to similar employers in the marketplace as deemed appropriate. The parties agree for the purpose of this market check that the third party consulting firm will compare, among other things, the following factors to determine whether SBBC is entitled to such revised pricing terms: (i) the aggregate pricing terms of such applicable clients of comparable size, inclusive of the program savings, the retail pricing for brand and generic drugs, pricing for specialty drugs, administrative fees, rebates and guarantees; (ii) the services provided by Aetna to such clients; and (iii) the plan design of such clients, which may include plan formulary, brand/generic utilization information and mail and retail utilization information. If SBBC, third party, and Aetna agree to any revisions to the financial terms as a result of this review (i) the agreement shall be amended and (ii) shall be effective January 1 of the contract year following agreement on such revisions, provided that the parties agree on final pricing not less than 120 days prior to the first day of the contract year as to which the revisions are to apply. If agreement cannot be reached, SBBC has the right to open up contract without penalty.

Pharmacy Service and Fee Schedule- ASP Standard Plan

## Additional Disclosures

The Customer acknowledges that the Retail Discounts and Dispensing Fees contained in this Agreement reflect a Traditional or Lock-In pricing arrangement. Traditional or Lock-In Pricing means that the amount charged to the Customer and Plan Participants for retail network claims may differ from the amount paid to Participating Retail Pharmacy and/or Aetna's PBM subcontractor and Aetna retains the difference, in addition to any other fees or charges agreed upon by Aetna and Customer, as compensation for the pharmacy benefit management services provided to the Customer.

Aetna reserves the right to make appropriate changes to these price points if any event materially impacts Aetna's net income derived under this Agreement. Such events include (i) the termination or material modification of any material manufacturer Rebate contract, (ii) any significant changes in the composition of Aetna's pharmacy network or in Aetna's pharmacy network contract compensation rates with its pharmacy network subcontractor, CVS Health, (iii) a change in government laws or regulations, (iv) a change in the Plan that is initiated by Customer, (v) AWP is discontinued or modified in whole or in part, or (vi) a greater than 15% change in enrollment or a material change, as defined by Aetna, in the drug utilization, plan design, geographic mix or demographic mix of the covered population from what was assumed at the time of underwriting. Aetna shall provide the Customer with at least sixty (60) days written notice of such changes together with a sufficiently detailed explanation supporting these price point changes. If sixty (60) days written notice is not practicable under the circumstances, Aetna shall provide written notice as soon as practicable.

Aetna reserves the right to modify its products, services, and fees, and to recoup any costs, taxes, fees, or assessments, in response to legislation, regulation or requests of government authorities. Any taxes or fees (assessments) applied to self-funded benefit Plans related to The Patient Protection and Affordable Care Act (PPACA) will be solely the obligation of the Plan sponsor. The pharmacy pricing contained herein does not include any such Plan sponsor liability.

Pharmacy Service and Fee Schedule- ASP Standard Plan

**Rebate Payment Terms**

Rebates will be distributed on a quarterly basis by claim wire credit. We will pay the minimum rebate guarantee within 90 days of the end of each calendar quarter. Annual reconciliation will occur within 180 days after the end of the policy period. Rebates are paid on Prescription Drugs dispensed by Participating Pharmacies and covered under Customer's Plan. Rebates are not available for Claims arising from Participating Pharmacies dispensing Prescription Drugs subject to either their (i) own manufacturer Rebate contracts or (ii) participation in the 340B Drug Pricing Program codified as Section 340B of the Public Health Service Act or other Federal government pharmaceutical purchasing program. The Customer shall adopt the formulary indicated in the rebates section of this Service and Fee Schedule in order to be eligible to receive Rebates.

The rebate payments will be made in March, June, September, and December.

If this Agreement is terminated by Aetna for the Customer's failure to meet its obligations to fund benefits or pay administrative fees (medical or pharmacy) under the Agreement, Aetna shall be entitled to deduct deferred administrative fees or other plan expenses from any future rebate payments due to the Customer following the termination date.

Pharmacy Service and Fee Schedule- ASP Standard Plan

Formulary Management

Aetna offers several versions of formulary options ("Formulary") for Customer to consider and adopt as Customer's Formulary. The formulary options made available to Customer will be determined and communicated by Aetna prior to the implementation date. Customer agrees and acknowledges that it is adopting the Formulary as a matter of its plan design and that Aetna has granted Customer the right to use one of its Formulary options during the term of the Agreement solely in connection with the Plan, and to distribute or make the Formulary available to Plan Participants. As such, Customer acknowledges and agrees that it has sole discretion and authority to accept or reject the Formulary that will be used in connection with the Plan. Customer further understands and agrees that from time to time Aetna may propose modifications to the drugs and supplies included on the Formulary as a result of factors, including but not limited to, market conditions, clinical information, cost, rebates and other factors.

**Other Payments**

The term "Rebates" as defined in the Prescription Drug Services Schedule does not mean or include any manufacturer administrative fees that may be paid by pharmaceutical manufacturers to cover the costs related to the reporting and administration of the pharmaceutical manufacturer agreements. Such manufacturer administrative fees are not shared with Customer hereunder.

Aetna may also receive other payments from drug manufacturers and other organizations that are not Rebates. These payments are generally for one of two purposes: (i) to compensate Aetna for bona fide services it performs, such as the analysis or provision of aggregated data or (ii) to reimburse Aetna for the cost of various educational and other related programs, such as programs to educate physicians and members about clinical guidelines, disease management and other effective therapies. These payments are not considered Rebates and are not included in Rebate sharing arrangements with plan sponsors, including without limitation, Customer.

Pharmacy Service and Fee Schedule- ASP Standard Plan

Aetna's PBM subcontractor may also receive network transmission fees from its network pharmacies for services it provides for them. These amounts are not considered Rebates and are not shared with plan sponsors. These amounts are also not considered part of the calculation of claims expense for purposes of Discount Guarantees.

Customer agrees that the amounts described above are not compensation for services provided under this Agreement by either Aetna or Aetna's PBM subcontractor, and instead are received by Aetna in connection with network contracting, provider education and other activities Aetna conducts across its book of business. Customer further agrees that the amounts described above belong exclusively to Aetna or Aetna's PBM subcontractor, and Customer has no right to, or legal interest in, any portion of the aforesaid amounts received by Aetna or Aetna's PBM subcontractor.

Rebates for Specialty Products that are administered and paid through the Plan Participant's medical benefit rather than the Plan Participant's pharmacy benefit will be retained by Aetna as compensation for Aetna's efforts in administering the preferred Specialty Products program. Payments or rebates from drug manufacturers that compensate Aetna for the cost of developing and administering value-based rebate contracting arrangements when drug therapies underperform thereunder also will be retained by Aetna.

**Early Termination**

In the event SBBC terminates Aetna's arrangement of prescription drug benefit services as described in the Prescription Drug Services Schedule and Pharmacy Service and Fee Schedule to the Agreement prior to December 31, 2021 (an "Early Termination") SBBC shall refund a pro-rata portion based on the remaining months from the date of termination to December 31, 2021 , prior to the termination date, to Aetna, the allowance in the amount of $2.00 Per Employee Per Year. The payment will be due and paid in full within sixty (60) days after the termination effective date.

In the event of an Early Termination, the pharmacy guarantees described hereunder, if any, shall be considered null and void for the Plan year and, therefore, not subject to reconciliation.

Pharmacy Service and Fee Schedule- ASP Standard Plan

## Late Payment Charges

If the Customer fails to provide funds on a timely basis to cover benefit payments and/or fails to pay service fees on a timely basis as required in the Agreement, Aetna will assess a late payment charge. The current charges are outlined below:

i. Late funds to cover benefit payments (e.g., late wire transfers): 1.5% annual rate
ii. Late payments of Service Fees: 1.5%, annual rate

In addition, Aetna will make a charge to recover its costs of collection including reasonable attorney's fees. We will notify the Customer of any changes in late payment interest rates. The late payment charges described in this section are without limitation to any other rights or remedies available to Aetna under the Service and Fee Schedule or at law or in equity for failure to pay.

## Pharmacy Audit Rights and Limitations

SBBC is entitled to an annual electronic claim audit subject to standard pharmacy benefit audit practices and audit terms and conditions outlined in the pharmacy services schedule.

SBBC is entitled to one annual Rebate audit, subject to the audit terms and conditions outlined in the pharmacy services schedule.

Pharmacy audits shall be conducted at SBBC's own expense unless otherwise agreed to between SBBC and Aetna.

## PERFORMANCE STANDARD GUARANTEES

Please review the outlined Performance Standard Guarantees and liquidated damages. Fully explain all deviations and how your company will track and meet each of the below performance standards.

| Performance Standard Guarantees | Amount of Liquidated Damages | Yes, Can Comply | Yes, Can Comply with Deviations |
|---|---|---|---|
| **Implementation Measurements** | | | |
| Brochures/descriptive literature must be delivered to SBBC, or to its designee, as directed, in final form, within 60 calendar days prior to open enrollment. Additional materials to be provided within 30 calendar days of the Benefits Department request. | $250.00 per calendar day | Yes, Can Comply | |
| **Claim Timeliness** | | | |
| On average 90% of all claims will be processed within 10 calendar days. The turnaround time is calculated from the date the claim is received in the claim office to the date that it is processed. | $2,000 | Yes, Can Comply | |
| Claims Payment Accuracy — financial dollar accuracy standard is 97% and the non-financial accuracy amount is 95%. | $2,000 | Yes, Can Comply | |
| **Claim Inquiries/Complaints** | | | |
| All claims, written claim inquiries or complaints, and other contacts with the vendor by the Benefits Department, the Payroll Deduction Unit, or SBBC employees and their covered dependents must have a written response within ten (10) calendar days of receipt by the vendor. | $100 per occurrence per day beyond, as outlined | Yes, Can Comply | |
| **Telephone Responsiveness** | | | |
| The employees of SBBC must have their telephone calls returned within twenty-four hours from receipt. | $100 per occurrence per day beyond, as outlined | Yes, Can Comply | |
| Average response time of 30 seconds or better. (Monthly) | $2,000 | Yes, Can Comply | |
| Abandonment rate of 5% or less. (Monthly) | $2,000 | Yes, Can Comply | |

| | | | |
|---|---|---|---|
| **Administration** | | | |
| Proposer agrees to liquidated damages for employee satisfaction ratings below 85%. | $1,500 for each percentage point below 85%. | Yes, Can Comply | |
| The Supplier Diversity Outreach Program office will require a 30-day written notice for the substitution of an S/M/WBE vendor. | $100 per calendar day for the first 30 calendar days, $1,000 beyond | Yes, Can Comply | |
| The Awardee will be required to submit a monthly S/M/WBE Utilization Report, which will track payments to S/M/WBE(s). | $100 per calendar day | Yes, Can Comply | |
| At a minimum, provide annual reporting metrics for each outlined performance standard. | If reporting is not provided the fully 7% penalty will apply. | Yes, Can Comply | |
| **Early Termination Provision** | | | |
| If the awardee cancels or terminates this contract within the initial contract period, awardee will provide SBBC, with the cost of replacement of such TPA services and any difference in ASO fees. | | Yes, Can Comply | |

**Performance penalties will be capped at 7% of annual premium.**

| | General Performance Guarantee Requirements | PBM Response (Confirmed, Not Confirmed) | Explanation (If Not Confirmed) |
|---|---|---|---|
| 1 | PBM will measure, report and pay implementation guarantees within 90 days after implementation | Refer to Performance Guarantee Number 8 below. | |
| 2 | For all other performance guarantees, PBM will agree to put an annual lump sum amount at risk on an annual basis (preferably measured on a Per Member basis, where "member" is counted as EE + Spouse + Dependent = 3. **(Confirm "Yes" or "No"; Amount at risk is requested within the "Financial Offer")** | Confirmed. In total, Aetna agrees to place **$750,000** at risk through the Performance Guarantees outlined in this document. SBBC can re-allocate up to 20% of total maximum at risk on any one guarantee. | |
| 3 | PBM agrees to allow CLIENT to flexibility to allocate in writing the total amount at risk among the various performance guarantees at least 30 days prior to the contract year start. PBM will proactively reach out to CLIENT each year to obtain the allocations. **(Confirm "Yes" or "No"; Amount at risk is requested within the "Financial Offer")** | Confirmed. SBBC can re-allocate up to 20% of total maximum at risk on any one guarantee. | |

| | | | |
|---|---|---|---|
| 4 | PBM agrees that the performance guarantees will be measured and reconciled on a quarterly basis within 45 days from the close of the quarter, with the exception of annual performance guarantees which will be measured and reconciled with 45 days from the close of the year.<br>PBM will proactively measure and reconcile for the CLIENT, providing reporting without CLIENT request. | Confirmed. Aetna will guarantee that the performance guarantee reporting will be provided within 45 business days after end of each reporting period. | Up to $30,000 at risk |
| 5 | PBM agrees that any penalties will be paid within 90 days from the close of the measurement period. Payments will be made proactively, without CLIENT request. | Confirmed, Aetna agrees that performance guarantee penalties will be paid within 90 days from the close of the measurement period. | Up to $30,000 at risk |
| 6 | PBM agrees that all performance guarantees must be measured and reported on a CLIENT specific basis.<br>If any performance guarantee is not CLIENT specific, it must be noted below. | Confirmed. Our guarantees are on a book of business basis unless noted below. | |
| 7 | **Performance Guarantees** | **PBM Response (Confirmed, Not Confirmed)** | **Explanation (If Not Confirmed)** |
| 8 | PBM will provide an Implementation Satisfaction guarantee that is separate from all other performance guarantees.<br>The Implementation Satisfaction guarantee will be at the sole discretion of CLIENT, in that the CLIENT can determine, in good faith, between responses such as "Yes, CLIENT is satisfied with the implementation", "No, CLIENT is not satisfied with the implementation", or "CLIENT is x% satisfied with the implementation".<br>**(Confirm "Yes" or "No"; Amount at risk is requested within the "Financial Offer")** | Confirmed, Aetna developed and utilizes the implementation team concept to carefully coordinate all aspects of the implementation. An implementation manager will be assigned to assemble SBBC's implementation team and working with SBBC team, will help determine the implementation priorities. The implementation manager will develop an implementation management plan that will outline the tasks to be accomplished and will also indicate mutually agreed upon target dates for their completion. As new information becomes available and priorities change, the plan will be updated. SBBC will be responsible for providing key information to Aetna by the mutually agreed upon target dates. The performance guarantee is contingent upon SBBC required | Up to $60,000 at risk |

| | | | |
|---|---|---|---|
| | | participation in reviewing Aetna's plan of benefits detail document.<br><br>Aetna is confident that SBBC will be pleased with our implementation team approach and therefore we are offering an implementation performance guarantee. This guarantee is effective for the implementation period in the first guarantee period. The implementation period commences at the initial implementation meeting and runs through the implementation sign-off. | |

| | | | |
|---|---|---|---|
| 9 | PBM agrees to four (4) in person meetings with CLIENT annually, and up to weekly calls via phone (at client's discretion). Additionally, meeting materials delivered electronically to the client at least three (3) business days in advance of the meeting, and will follow-up on all open issues within three (3) business days after the meeting. | Confirmed Client Specific Aetna agrees to four (4) in person meetings with SBBC annually, and up to weekly calls via phone (at SBBC's discretion). Additionally, meeting materials delivered electronically to the client at least three (3) business days in advance of the meeting and will follow-up on all open issues within three (3) business days after the meeting. | Up to $60,000 at risk |
| | **General Performance Guarantee Requirements** | **PBM Response (Confirmed, Not Confirmed)** | **Explanation (If Not Confirmed)** |
| 10 | PBM will provide an annual Account Management Satisfaction guarantee. The Account Management Satisfaction guarantee will be at the sole discretion of CLIENT, in that the CLIENT can determine, in good faith, between responses such as "Yes, CLIENT is satisfied with the performance of the Account Team and related integral support", "No, CLIENT is not satisfied with the performance of the Account Team and related internal support", or "CLIENT is x% satisfied with the performance of the Account Team and related internal support". | Confirmed, Client Specific Aetna guarantees that the services (i.e., on-going financial, eligibility, drafting, and benefit administration and continued customer support) provided by the Pharmacy Account Team during the guarantee period will be satisfactory to SBBC and to the Consultant. Average evaluation score of 3.5 or higher. Average evaluation score of 3.5 or higher. | Up to $60,000 at risk |
| 11 | PBM will provide an annual Consultant Satisfaction guarantee. The Account Management Satisfaction guarantee will be at the sole discretion of the Consultant, in that the Consultant can determine, in good faith, between responses such as "Yes, the Consultant is satisfied with the performance of the Account Team and related integral support", "No, the Consultant is not satisfied with the performance of the Account Team and related internal support", or "The Consultant is x% satisfied with the performance of the Account Team and related internal support". While the Consultant will complete the survey, any financial penalties would go to CLIENT. | Confirmed. Client Specific Aetna guarantees overall pharmacy consultant satisfaction. We will work with SBBC and the pharmacy consultant to develop an agreed upon survey in which a score of 3.5 out of 5 needs to be achieved. | Up to $50,000 at risk |

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| 12 | PBM will guarantee that all inquiries and issues sent the Account Management team will be responded to within 1 business day. For inquiries and issues that cannot be resolved within 1 business day, the Account Team will add them to an issue tracking log and provide an update on weekly call (or more frequently via email is at CLIENT request).<br>Updates will be made at least every 7 calendar days. | Confirmed. Client Specific Aetna guarantees that within 1 business day of receipt by account manager, 100% of any issues that cannot be resolved in 2 business days, will have estimated time of resolution communicated by account manager via electronic communication to requestor. | Up to $50,000 at risk |
| 13 | PBM will guarantee that all responses to CLIENT contract inquiries, redlines, etc. will be provided within 10 business days of receipt, and all open issues will be resolved in good faith within 14 business days. | Confirmed. Client Specific Aetna will guarantee that all responses to client contract inquiries, redlines, etc. will be provided within 5 business days of receipt, and all open issues will be resolved in good faith within 7 business days. | Up to $50,000 at risk |
| 14 | PBM will conduct an annual benefit plan review 45 days prior to effective date of any plan benefit changes, i.e. copayments, co-insurance, clinical rules, etc. | Confirmed. Client Specific Aetna guarantees to conduct an annual benefit plan review of any plan benefit changes, i.e. copayments, co-insurance, clinical rules, etc. 45 days prior to the effective date. | Up to $50,000 at risk |
| 15 | PBM will guarantee that all member communications will be sent to impacted members 90 days in advance of the plan change, including formulary changes. | Confirmed. Client Specific Aetna will guarantee that all member communications will be sent to impacted members 30 - 45 days in advance of the plan change, including formulary changes. | Up to $50,000 at risk |
| 16 | PBM will guarantee to issue at least 99% of all new member ID cards within 4 business days following receipt of a clean eligibility file | Not Confirmed. ID Cards are produced and mailed by Medical as part of a single ID card. Refer to Medical Performance Guarantees. | |
| 17 | PBM will guarantee that 100% of retail direct reimbursement claims will be processed for payment or rejected and responded to within 5 business days | Confirmed – Client Specific. Aetna guarantees that the claim payment processing turnaround time for all retail pharmacy claims submitted on paper will be 100% within 5 business days of receipt. | Up to $5,000 at risk |

| | General Performance Guarantee Requirements | PBM Response (Confirmed, Not Confirmed) | Explanation (If Not Confirmed) |
|---|---|---|---|
| 18 | PBM will guarantee that the mail order turnaround time for prescription drugs requiring no intervention will be 99% shipped within 2 business days (measured in business days from the date the prescription drug claim is received by the vendor either paper, phone, fax or e-prescribed | Confirmed. Book of Business Aetna guarantees that at least 99.0% of all mail order claims not requiring intervention will be dispensed and shipped within 2 business days of receipt. | Up to $5,000 at risk |
| No number provided here. | PBM will guarantee that the mail order turnaround time for prescription drugs requiring administrative/clinical intervention will be 100% shipped within 5 business days | Confirmed. Book of Business Aetna guarantees that at least 100% of all mail order claims requiring intervention will be dispensed and shipped within 5 business days of receipt. | Up to $5,000 at risk |
| 19 | PBM will guarantee that 100% of member calls that are transferred to a pharmacist or supervisor will be answered within 5 minutes | Confirmed. Client Specific Aetna guarantees that the time elapsed once a participant requests to speak to a pharmacist from a CSR or selects this option from the IVR to the time the call is answered by a pharmacist will not exceed 5 minutes. | Up to $30,000 at risk |
| 20 | PBM will guarantee that, on average, 100% of calls will be answered by a live voice within 20 seconds or less.<br>This is measured as the amount of time that elapses between the time a call is received into a member service queue to the time the phone is answered by a Customer Service Representative. Measurement excludes calls routed to IVR | Confirmed. Book of Business | Up to $5,000 at risk |
| 21 | PBM will guarantee that 2% or less of calls will be abandoned before the call is answered by CSR. | Confirmed. Book of Business Aetna guarantees that the rate of telephone abandonment will not exceed 2.0%. | Up to $5,000 at risk |

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|---|---|---|---|
| 22 | PBM will guarantee that at least 98% of all calls will be resolved at the first point of contact. | Confirmed. Book of Business Aetna guarantees that 98.0% of member service calls with be successfully resolved on the first call. Resolution shall be deemed successfully resolved if there are no handoffs via resolution manager. | Up to $5,000 at risk |

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| 23 | PBM will guarantee to provide digital call recordings within 2 business days of request. | Confirmed. Client Specific Aetna will guarantee to provide digital call recordings within 5 business days of request. | Up to $5,000 at risk |
| 24 | PBM will promptly review and respond to requests for prior approval for specific drugs following receipt of all required information.<br>PBM will guarantee a response no later than within 2 business days | Confirmed. Book of Business Aetna will promptly review and respond to requests for prior approval for specific drugs following receipt of all required information.<br>Aetna will guarantee a response no later than within 1 business days for urgent requests and 3 business days for non-urgent requests. | Up to $30,000 at risk |

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|---|---|---|---|
| 25 | PBM will guarantee that 100% of all e-mailed member inquires will be responded to and resolved within 48 hours | Confirmed. Client Specific Aetna guarantees to provide an initial response rate to 98.0% of email inquiries within 24 hours and provide a resolution to 100% of email inquiries within 2 business days for all emails that are sent to the SBBC onsite. | Up to $5,000 at risk |
| 26 | PBM will guarantee a result of 95% from a member satisfaction survey.<br>Satisfied will be defined as achieving the 80% threshold or better. (i.e., a "4" on a "5" scale). | Confirmed. Client Specific Aetna guarantees an 80.0% or better member satisfaction rate. | Up to $50,000 at risk |
| 27 | PBM will guarantee delivery of standard financial and clinical reports within 30 days from the close of each reporting period | Confirmed. Client Specific Aetna guarantees on-line Quarterly Pharmacy Utilization Managements Reports will be made available to SBBC within 30 days after the end of a calendar quarter. | Up to $5,000 at risk |
| 28 | PBM will guarantee that each quarterly report will be provided to the client 5 business days prior to the meeting | Confirmed. Client Specific | Up to $50,000 at risk |
| 29 | PBM will calculate, report, and pay all financial settlements (including but not limited to formulary guarantee true-up, discount and dispensing fee guarantees for retail/mail/specialty, clinical program guarantees, minimum rebate guarantees, etc.) to CLIENT within 90 days from the close of each reporting period.<br>The penalty for this standalone guarantee is $100k for EACH reconciliation that is not provided within 90 days from the close of each reporting period. | Confirmed. Client Specific Aetna will calculate, report, and pay all financial settlements (including but not limited to formulary guarantee true-up, discount and dispensing fee guarantees for retail/mail/specialty, clinical program guarantees) to SBBC within 90 days from the close of each reporting period. Rebate guarantees will be reconciled annually within 180 days of the | Up to $5,000 at risk |

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|---|---|---|---|
| | | end of the reporting period. | |

| | General Performance Guarantee Requirements | PBM Response (Confirmed, Not Confirmed) | Explanation (If Not Confirmed) |
|---|---|---|---|
| 30 | PBM will provide a Termination Satisfaction guarantee that is separate from all other performance guarantees.<br>The Termination Satisfaction guarantee will be at the sole discretion of CLIENT, in that the CLIENT can determine, in good faith, between responses such as "Yes, CLIENT is satisfied with the termination process", "No, CLIENT is not satisfied with the termination process", or "CLIENT is x% satisfied with the termination process".<br>The termination process will include PBM's performance from the point of notification of termination through post-termination deliverables.<br>**(Confirm "Yes" or "No"; Amount at risk is requested within the "Financial Offer")** | Confirmed. Client Specific Aetna guarantees satisfaction with the termination process. The termination process will include Aetna's performance from the point of notification of termination through post-termination deliverables. | Up to $50,000 at risk |

| Provider Type HMO Network | Broward | Miami-Dade | Palm Beach |
|---|---|---|---|
| Ambulatory Surgery Centers | 22 | 26 | 35 |
| Bone Density Testing | 75* | 102* | 67* |
| Convenient Care Clinics/Retail Clinics | 23 | 15 | 18 |
| DME Providers | 63 | 41 | 47 |
| Home Health Care Agencies | 44 | 46 | 35 |
| Hospice Agencies | 27** | 17** | 4** |
| Hospice Facilities | 27** | 17** | 4** |
| Mammogram Facilities | 75* | 102* | 67* |
| Occupational Therapists | 42 | 39 | 41 |
| Outpatient Laboratories | 60 | 78 | 57 |
| Physical Therapists | 53 | 24 | 56 |
| Radiology Centers | 75 | 102 | 67 |
| Rehabilitation Facilities (Inpatient) | 27 | 32 | 22 |
| Skilled Nursing Facilities | 27 | 33 | 39 |
| Speech Therapists | 29 | 32 | 21 |
| Urgent Care Facilities | 75 | 59 | 59 |

| High Deductible Network Provider Type | Broward | Miami-Dade | Palm Beach |
|---|---|---|---|
| Ambulatory Surgery Centers | 22 | 26 | 35 |
| Bone Density Testing | 75* | 102* | 67* |
| Convenient Care Clinics/Retail Clinics | 23 | 15 | 18 |
| DME Providers | 63 | 41 | 47 |
| Home Health Care Agencies | 44 | 46 | 35 |
| Hospice Agencies | 27** | 17** | 4** |
| Hospice Facilities | 27** | 17** | 4** |

| | | | |
|---|---|---|---|
| Mammogram Facilities | 75* | 102* | 67* |
| Occupational Therapists | 42 | 39 | 41 |
| Outpatient Laboratories | 60 | 78 | 57 |
| Physical Therapists | 53 | 24 | 56 |
| Radiology Centers | 75 | 102 | 67 |
| Rehabilitation Facilities (Inpatient) | 27 | 32 | 22 |
| Skilled Nursing Facilities | 27 | 33 | 39 |
| Speech Therapists | 29 | 32 | 21 |
| Urgent Care Facilities | 75 | 59 | 59 |

* We consider Radiology Centers as facilities that provide bone density testing and mammograms.

** We have reported Hospice Agencies and Hospice Facilities the same as we do not track these separately.

# HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("***Agreement***") is made and entered into as of this 15th day of September 2020 the "***Effective Date***"), by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
(hereinafter referred to as "***SBBC***" or "***Covered Entity***"),
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

Aetna Life Insurance Company
(hereinafter referred to as "Business Associate"),
whose principal place of business is
261 N. University Drive
Plantation, Florida 33324

**WHEREAS,** by virtue of some of the services that Business Associate performs for SBBC, Business Associate may be a "business associate," as that term is defined in 45 C.F.R. §160.103; and

**WHEREAS,** SBBC and Business Associate may share Protected Health Information ("PHI") (as defined below) in the course of their relationship; and

**WHEREAS,** SBBC and Business Associate understand that, with respect to coverages subject to regulation under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), they are subject to the requirements governing business associates, including but not limited to the Privacy Rule and the Security Rule (both defined below) of HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), the Omnibus Rule of 2013, and applicable Florida law, any of which may be amended from time to time or supplemented by new legislation or guidance (hereinafter collectively referred to as "Business Associate Requirements"); and

**WHEREAS,** SBBC and Business Associate intend to fully comply with current and future Business Associate requirements and mutually desire to outline their individual responsibilities with respect to Protected Health Information ("***PHI***") as mandated by the "Privacy Rule", the "Security Rule", and the HITECH Act; and

**WHEREAS,** SBBC and Business Associate understand and agree that the Business Associate requirements require SBBC and Business Associate to enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of Electronic PHI ("ePHI").

**NOW, THEREFORE,** the parties hereto agree as follows:

## ARTICLE 1 – RECITALS

1. **Definitions.** When used in this Agreement and capitalized, the following terms have the following meanings:

(a) "***Breach***" has the same meaning as that term is defined in §13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.

## ARTICLE 1 – RECITALS

(b) "***Business Associate***" shall mean Business Associate named above and shall include all successors, assigns, affiliates, subsidiaries, and related companies.

(c) "***Designated Record Set***" has the same meaning as the term "designated record set" in 45 CFR §164.501, which includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan, or other information used in whole or part by or for the Plan to make decisions about individuals.

(d) "***EDI Rule***" shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162, Subpart A and I through R.

(e) "***Electronic PHI***" or "ePHI", shall mean PHI that is transmitted by or maintained in electronic media.

(f) "***HIPAA***" means the Health Insurance Portability and Accountability Act of 1996.

(g) "***HITECH Act***" means the Health Information Technology for Economic and Clinical Health Act of 2009.

(h) "***Individual***" shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

(i) "***Minimum Necessary***" means the least amount of PHI needed to accomplish the intended purpose of the use or disclosure.

(j) "***Omnibus Rule***" means the HIPAA Omnibus Rule of 2013.

(k) "***Privacy Rule***" shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164, subparts A and E.

(l) "***Protected Health Information***" or "***PHI***" shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103 (as amended by the HITECH Act) limited to the information created or received by Business Associate from or on behalf of SBBC.

(m) "***Required by Law***" shall have the same meaning as the term "required by law" in 45 C.F.R. §164.103.

(n) "***Secretary***" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(o) "***Security Rule***" shall mean the Standards for Security of ePHI as set forth in 45 C.F.R. Parts 160 and 164 Subpart C.

## ARTICLE 1 – RECITALS

(p) "***Unsecured PHI***" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

Terms used but not defined in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 164.103 and 164.501 and the HITECH Act.

## ARTICLE 2 – SPECIAL CONDITIONS

2. **Obligations and Activities of Business Associate Regarding PHI.**

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Business Associate agrees to comply with the "Minimum Necessary" rule when using, disclosing, or requesting PHI, except when a specific exception applies under HIPAA or the HITECH Act.

(c) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(d) Business Associate agrees to report to SBBC, as soon as reasonably practicable, any impermissible use or disclosure of PHI it becomes aware of, and any use or disclosure of PHI not provided for by this Agreement. Any report of breach should be in substantially the same form as Exhibit A hereto.

(e) Business associate shall promptly inform SBBC of a Breach of Unsecured PHI within the next business day of when Business Associate knows of such Breach

(f) For the Breach of Unsecured PHI in its possession:

1. Business Associate will perform a Risk Assessment to determine if there is a low probability that the PHI has been compromised. Business Associate will provide SBBC with documentation showing the results of the Risk Assessment. The Risk Assessment will consider at minimum the following factors:

    a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

    b. The unauthorized person who used the PHI or to whom the disclosure was made;

    c. Whether the PHI was actually acquired or viewed; and

    d. The extent to which the risk to the PHI has been mitigated.

2. Business Associate will 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.

3. Business Associate shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements pursuant to Federal and/or Florida law.

(g) Business Associate agrees to ensure that, and obtain assurance from, any and all agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI, to agree to the same restrictions and conditions that apply to Business Associate with respect to such information. All agents and subcontractors engaged by the Business Associate that create, maintain, receive or transmit PHI must comply with the HIPAA Rules, including the rules to extend the requirements to the agent's or subcontractor's subcontractors.

(h) Business Associate agrees to provide SBBC access, at the request of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set, in order for SBBC to meet the requirements under 45 C.F.R. § 164.524.

(i) Business Associate agrees to amend PHI in a Designated Record Set at SBBC's, or an Individual's, direction pursuant to 45 C.F.R. § 164.526, in the time and manner designated by SBBC. Business Associate agrees to make internal practices, policies, books and records relating to the use and disclosure of PHI available to SBBC, or at the request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for purposes of the Secretary determining SBBC's compliance with the Privacy Rule. Business Associate shall immediately notify SBBC upon receipt or notice of any and all requests by the Secretary to conduct an investigation with respect to PHI received from SBBC.

(j) Business Associate agrees to document any and all disclosures of PHI and information related to such disclosures that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be reasonably required for SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(k) Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (j) above, to permit SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(l) Business Associate agrees to use or disclose PHI pursuant to the request of SBBC; provided, however, that SBBC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SBBC.

(m) Business Associate agrees to mitigate, to the extent practicable, any and all harmful effects that are known to Business Associate of a use or disclosure of PHI, or a Breach of Unsecured PHI, by Business Associate in violation of the requirements of this Agreement, the Privacy Rule, the Security Rule, the HITECH Act or HIPAA generally.

(n) Business Associate shall provide SBBC with a copy of any notice of privacy practices it produces in accordance with 45 C.F.R. § 164.520, as well as any and all changes to such notice.

(o) Business Associate, if performing a function that applies to Covered Entity, agrees to comply with the requirements that apply to the Covered Entity.

## ARTICLE 2 – SPECIAL CONDITIONS

3. **Permitted Uses and Disclosures of PHI by "Business Associate".**

(a) Except as otherwise limited by this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, SBBC pursuant to any Agreements for services between the parties provided that such use or disclosure would not violate the Privacy Rule if done by SBBC.

(b) Except as otherwise limited by this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

(c) Except as otherwise limited by this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if: (i) such disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any and all instances of which it is aware that the confidentiality of the information has been breached.

(d) Except as otherwise limited by this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

4. **Obligations of SBBC Regarding PHI.**

(a) SBBC shall provide Business Associate with the notice of privacy practices that SBBC produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

(b) SBBC shall provide Business Associate with any and all changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) SBBC shall notify Business Associate of any and all restrictions to the use or disclosure of PHI that SBBC has agreed to in accordance with 45 C.F.R. § 164.522.

(d) SBBC and its representatives shall be entitled to audit Business Associate from time-to-time to verify Business Associate's compliance with the terms of this Agreement. SBBC shall provide Business Associate written notice at least ten (10) business days prior to the audit described in this paragraph. SBBC shall be entitled and enabled to inspect the records and other information relevant to Business Associate's compliance with the terms of this Agreement. SBBC shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with Business Associate's normal operations.

5. **Security of Electronic Protected Health Information.**

(a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of "electronic protected health information" **(as defined in 45 C.F.R. §160.103)** ("ePHI") on behalf of SBBC complies with the applicable administrative, physical, and technical safeguards required for protecting the confidentiality and integrity of ePHI in 45 C.F.R. Part 160 and 164 subpart C.

(b) Business Associate agrees that it will ensure that its agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI pursuant to 45 C.F.R. Part 164.

(c) Business Associate agrees to report to SBBC all Security Incidents (as defined by 45 C.F.R. Part 164.304 and in accordance with applicable Florida law) of which it becomes aware. Business Associate agrees to report the Security Incident to SBBC as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.

(d) SBBC agrees and understands that SBBC is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including Business Associate.

6. **Compliance with EDI Rule.**

Business Associate agrees that it will comply with all applicable EDI standards. Business Associate further agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rule and the Privacy Rule that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA.

7. **Subsequent Legislative or Regulatory Changes.**

Any and all amendments to the laws or regulations affecting the Privacy Rule, Security Rule, the HITECH Act, Omnibus Rule, or HIPAA shall be deemed to amend this Agreement and be incorporated without further action of the parties.

8. **Amendment.**

The parties shall amend this Agreement, as is necessary, so that SBBC remains in compliance with any future changes to the Privacy Rule, the Security Rule, the HITECH Act and HIPAA. The parties may amend this Agreement for any other reasons as they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

9. **Term and Termination.**

*(a) Term.* This Agreement shall be effective upon the execution of all parties and shall remain in effect until such time as SBBC exercises its rights of termination under section 9(b) or 9(c) and until the requirements of Section 9(d) below are satisfied. The rights and obligations of Business Associate under Section 9(d) shall survive termination of this Agreement.

*(b) Termination for Convenience.* This Agreement may be terminated without cause and for convenience by SBBC during the term thereof upon thirty (30) days written notice to Business Associate.

*(c) Termination for Cause by SBBC.* Upon SBBC's knowledge of a material breach by Business Associate, SBBC shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within thirty (30) days from the date that SBBC provides notice, SBBC shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to Business Associate.

SBBC may terminate this Agreement without penalty or recourse to SBBC if SBBC determines that Business Associate has violated a material term of this Agreement.

Upon Business Associate knowledge of a material breach by SBBC, Business Associate shall provide an opportunity for SBBC to cure the breach. If SBBC does not cure the breach within thirty (30) days of the date that Business Associate provides notice of such breach to SBBC, Business Associate shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to SBBC.

*(d) **Effect of Termination.*** Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from SBBC, or created or received by Business Associate on behalf of SBBC. Business Associate shall not retain any copies of the PHI except to the extent that the destruction or return of the PHI is infeasible. Business Associate shall provide to SBBC written notification of the conditions that make return or destruction of the PHI infeasible. If it is determined by SBBC that the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that SBBC explicitly authorizes in writing for so long as Business Associate maintains such PHI.

10. **Indemnification.**

(a) By SBBC: SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By Business Associate: Business Associate 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 cost, court costs and all other sums which SBBC, its agents, servants and employees must 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 Business Associate, its agents, servants or employees; the equipment of Business Associate, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Business Associate's agents when acting within the scope of their employment or agency, whether such claims, judgments, costs and expenses be for damages, damage to property including Business Associate's property, and injury or death of any person whether employed by Business Associate, SBBC or otherwise.

11. **No Waiver of Sovereign Immunity.**

Nothing contained 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 as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

## ARTICLE 3 – GENERAL CONDITIONS

12. **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. 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 contract.

13. **Non-Discrimination.**

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation.

14. **Records.**

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.

15. **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.

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. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

17. **Compliance with Laws.**

Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

18. **Binding Effect.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

19. **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.

20. **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, 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.

21. **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.

22. **Notices.**

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<br>The School Board of Broward County, Florida<br>600 Southeast 3rd Avenue<br>Fort Lauderdale, Florida 33301 |
| With a Copy to: | Director, Benefits & Employment Services<br>7770 W. Oakland Park Blvd.<br>Sunrise, FL 33351 |
| | Privacy Officer<br>Risk Management Department<br>The School Board of Broward County, Florida<br>600 S.E. 3rd Avenue, 11th Floor<br>Ft. Lauderdale, FL 33301 |
| To Business Associate: | Gabrielle Dimitrakis, Account Manager, Florida Public & Labor<br>261 N. University Drive<br>Plantation, Florida 33324 |
| With a Copy to: | Cathy Aguirre, Market Head<br>Public & Labor Segment<br>261 N. University Drive<br>Plantation, Florida 33323 |

## ARTICLE 3 – GENERAL CONDITIONS

23. **Severability.**

In case any one or more of the provisions contained in this Agreement shall 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 Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

24. **Captions.**

The captions, section numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience 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 effect this Agreement and shall not be construed to create a conflict with the provisions of this 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.

26. **No Waiver of Rights, Powers and Remedies.**

The parties agree that each requirement, duty, right 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.

27. **Regulatory References.**

A reference in this Agreement to any part of the Privacy Rule, the Security Rule, the HITECH Act, or HIPAA shall refer to the most current form of legislation, and shall incorporate any future amendments.

28. **Governing Law.**

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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

29. **Entire Agreement.**

This Agreement 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 Agreement. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Donna P. Korn, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

**FOR BUSINESS ASSOCIATE**

***AETNA***

Catherine R Aguirre By: Catherine R Aguirre, Market Head Public & Labor

Signature Print Name and Title

Witness

Witness

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by Catherine Aguirre who is personally known to me or who produced _____ as identification and who did / did not first take an oath this 24 day of August, 2020.

My Commission Expires:

Signature – Notary Public

Ruth Zafra

Notary's Printed Name

RUTH ZAFRA
Notary Public - State of Florida
Commission # GG 053923
My Comm. Expires Dec 8, 2020

GG053923

Notary's Commission No.

## EXHIBIT G

## NOTIFICATION TO THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

## ABOUT A BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

This notification is made pursuant to Section 2(d) of the Business Associate Agreement between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("SBBC") and _____ (Business Associate).

Business Associate hereby notifies SBBC that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

_____

Date or date range of the breach: _____

Date of the discovery of the breach: _____

Number of individuals affected by the breach: _____

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): _____

_____

_____

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: _____

_____

_____

Recommended steps the individuals whose information was breached should take to protect themselves from potential harm resulting from the breach: _____

_____

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

_____

Email Address: _____

Phone Number: _____

# AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 15th day of September, 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

Aetna Life Insurance Company
(hereinafter referred to as "AETNA"),
whose principal place of business is
261 N. University Drive
Plantation, Florida 33324

**WHEREAS**, SBBC is in need of certain products and services and has selected AETNA to provide such products and services; and

**WHEREAS**, SBBC issued a Request for Proposal, identified as RFP FY21-016 - Group Medical Benefits for School Board Employees, dated December 17, 2019 and amended by Addendum Number One dated December 17, 2019, Addendum Number Two dated December 19, 2019, Addendum Number Three dated December 20, 2019, Addendum Number Four dated February 6, 2020 and Addendum Number Five dated February 21, 2020 (hereinafter referred to as "RFP") which is incorporated by reference herein, for the purpose of receiving proposals for Group Medical Benefits for School Board Employees; and

**WHEREAS,** AETNA is willing to provide such products and services to the SBBC, offered a proposal dated March 9, 2020 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to the RFP; and

**WHEREAS**, the SBBC and AETNA desire to memorialize the terms and conditions of this Agreement to include references to the Exhibit A - Administrative Service Agreement, Exhibit B - Administrative Service Fees, Exhibit C - Medical Network Guarantee Discount, Exhibit D – Pharmacy Service and Fee Schedule, Exhibit E - Performance Guarantees - Medical and Pharmacy, Exhibit F – Tri-County Provider Count, HIPAA Business Associate Agreement, respectively attached as Exhibits A – G to this 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 is 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 shall commence on **January 1, 2021** and conclude on **December 31, 2023**. The term of the Agreement may by mutual agreement between SBBC and the Awardee, upon the Superintendent's Insurance & Wellness Advisory Committee's recommendation and Board approval be extended for two (2) additional one-year renewal periods. If needed, upon SBBC's sole option after the initial or any one-year renewal option, an extension of 180 days beyond the expiration date of the renewal period at the same rates/fees as the previous twelve (12) months.

2.02 **Description of Goods or Services Provided**. AETNA shall provide as part of this Agreement to include references to the Exhibit A - Administrative Service Agreement, Exhibit B - Administrative Service Fees, Exhibit C - Medical Network Guarantee Discount, Exhibit D – Pharmacy Service and Fee Schedule, Exhibit E - Performance Guarantees - Medical and Pharmacy, Exhibit F – Tri-County Provider Count, respectively attached as Exhibits A – F to this Agreement.

2.03 **Benefits.** AETNA agrees to the following negotiated provisions:

- **Wellness Coordinator**
  - Aetna agrees to fund an additional Full time/On-site Wellness Coordinator.

- **Custom Provider Network**
  - At SBBC's sole option during the term of the initial Agreement, SBBC may opt to replace or include the Kids Plans with a Custom Network, as more fully described in their Proposal.

- **Tri-County Provider Count**
  - Aetna has the following number of providers in the tri-county area, as outlined in Exhibit F.

- **Apple Watch**
  - Aetna agrees to fund a total of $72,000 over the term of the contract for the purpose of providing an incentive for benefit eligible employees to purchase an Apple Watch, which will assist them with managing their health and increasing member engagement. At SBBC's soles option, SBBC will determine criteria, incentive amount and launch date.

## ARTICLE 2 – SPECIAL CONDITIONS cont'd

- **Value Added Services**
  - Aetna Advice and Feeling Better will be offered at no additional cost.

- **CVS Health Hub**
  - At SBBC's sole option, SBBC shall determine the co-pay for the CVS Health Hub visit.

- **Wellness Tracking**
  - At SBBC's sole discretion, SBBC can elect to add the Vitality Wellness Program during the term of the initial contract, at a cost of $1.57 for Employee Only and $1.77 for Employee plus Spouse or Domestic Partner.

- **National Advantage Plan (NAP)**
  - Aetna will receive 35% of the savings and will cap the savings at $100,000 per claim.

- **Interactive Health Station Kiosks**
  - Aetna agrees to provide and fund an additional four (4) additional Kiosks. The total annual allowance for the additional Kiosks will be $15,000 Additionally, Aetna will add and fund a CVS Over-the-Counter Kiosks, at no additional cost to SBBC.

- **Virtual Visit – Behavioral Health & Dermatology**
  - Additionally, Aetna agrees to provide Virtual Telehealth Services for Behavioral Health and Dermatology. Such services will be billed as a claim, at no additional fees.

- **V-Codes**
  - Aetna agrees to cover V-codes, as a covered benefit under the plan.

- **Accountable Care Organization**
  - At the sole option of SBBC, as ACO's or other types of risk sharing arrangements are developed these will be presented to SBBC, including members potentially impacted and potential cost savings. SBBC, at its sole option will opt-in or opt-out for each such program.

- **Transparency Tool - Aetna Informed Rewards**
  - At SBBC's sole option, during the term of this contract SBBC may offer this service through Aetna as follows:
    - Years 1-3 at a cost of $1.50 per employee per month
    - Years 4-5 at a cost of $1.75 per employee per month

- **Data Exchange with 3rd Parties Vendors**
  - Aetna agrees to provide standard data reports and exchange of data at no cost to SBBC.

- **Audits**
  - Aetna agrees to provide an Audit Fund of $100,000 annually, to be used either for a Medical and/or Pharmacy Audit(s).

2.04 **In-Patient Hospitalization Review**. Aetna agrees to provide a report to SBBC of all inpatient admissions over 30 days. In addition, Aetna agrees to provide notification of large claimants over $300,000 to SBBC no later than 48 hours after escalation process review.

2.05 **Performance Guarantees**. Aetna agrees to the Performance Guarantees as outlined in Exhibit E.

2.06 **Cost of Services.** SBBC shall pay AETNA for services rendered under this Agreement, as outlined in Exhibits B and D contained in this Agreement. If SBBC exercises optional years four and five, AETNA further agrees not to exceed a 3% fee cap in said years. AETNA agrees to provide SBBC with 100 percent of SBBC rebates. AETNA agrees to provide the coordination of benefit services (COB), as part of the ASO fees and will not charge a percentage of COB savings.

2.07 **Ad-hoc Reporting**. Aetna agrees to provide Ad-hoc reports, as requested by SBBC at no charge.

2.08 **Fraud & Abuse**. Aetna agrees to provide quarterly fraud and abuse reporting and return 100% of recovered dollars to SBBC, at no charge to SBBC.

2.09 **Medical and Pharmacy Fee Credit**. Medical and Pharmacy fee credits as more fully described in the Proposal and Exhibit D.

2.10 **Pharmacy**. Aetna agrees to the following negotiated items.

- **Pharmacy Paper Claims.**
  - Aetna agrees to waive any fees for Pharmacy paper claims.

- **Mac Listing.**
  - Agrees to provide the MAC list to SBBC on a quarterly basis.

2.11 **Rebate**. Aetna agrees that any earned rebates will continue to be paid out after the termination of this Agreement.

2.12 **Market Check.** Aetna agrees to a Pharmacy Market check as more fully described in Exhibit D to this Agreement.

2.13 **Pharmacy Discount Guarantees**. If a certain percentage off of average wholesale priced is missed, the entire difference will be paid to SBBC, as further outlined in Exhibit D.

2.14 **Medical Network Guarantee Discount Performance Guarantee**. Refer to Exhibit C for details of this Performance Guarantee.

2.15 **S/M/WBE.** AETNA agrees to provide a scholarship in the amount of $50,000 per year for minority students. If SBBC exercises years four (4) and five (5) AETNA agrees to continue providing $50,000 for each of those years.

AETNA further agrees to spend $1,653,600 during the initial contract period, with identified minority vendors, as outlined in the RFP. If SBBC exercises years four (4) and five (5) AETNA agrees to spend $552,000 per each year towards minority vendors.

2.16 **Additional Documents.** SBBC and AETNA, desire to enter into an ASA - Exhibit A - Administrative Service Agreement, Exhibit B - Administrative Service Fees, Exhibit C - Medical Network Guarantee Discount, Exhibit D – Pharmacy Service and Fee Schedule, Exhibit, E - Performance Guarantees - Medical and Pharmacy, Exhibit F – Tri-County Provider Count, HIPAA Business Associate Agreement, Exhibit G, respectively attached as Exhibits A – G to this Agreement.

2.17 **Public Records Request of Redacted Data**. Upon a public records request for Aetna marked trade secret information, SBBC will notify Aetna timely and Aetna promptly will provide SBBC with a court order to protect such data being deemed trade secret. If Aetna wishes to protect data contained in this Agreement or any Exhibits attached hereto, then Aetna at its sole option, expense, and defense to protect such data from public domain is Aetna's full and sole responsibility. If Aetna does not obtain such court order in a timely fashion, then the Plan Sponsor may release the requested data to fulfill the public records request. Areas highlighted in yellow and in red font in this Agreement and Exhibits have been requested by Aetna to be marked as a trade secret.

2.18 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

| | |
|---|---|
| First: | The Agreement and its Exhibits A through G; then |
| Second | Addendum Number Five, dated, February 21, 2020; then |
| Third | Addendum Number Four, dated, February 6, 2020; then |
| Fourth: | Addendum Number Three, dated, December 20, 2019; then |
| Fifth: | Addendum Number Two, dated, December 19, 2019; then |
| Sixth: | Addendum Number One, dated, December 17, 2019; then |
| Seventh: | RFP FY21-016 – "Group Medical Benefits for School Board Employees". |

2.18.1 **Disputes.** In the event of any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.

2.19 **Inspection of AETNA Records by SBBC.** AETNA 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 AETNA 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 any and all invoices, billings, payments and/or claims submitted by AETNA or any of AETNA'S payees pursuant to this Agreement. AETNA Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. AETNA Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) AETNA Records Defined. For the purposes of this Agreement, the term "AETNA Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) 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 *AETNA* 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 *AETNA* pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide *AETNA* reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to *the AETNA'S* facilities and to any and all records related to this Agreement and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by *AETNA* 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 the denial of some or all of any *AETNA* claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by *AETNA* in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *the AETNA*. If the audit discloses billings or charges to which *the AETNA* is not contractually entitled, the *AETNA* shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. *AETNA* 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 *AETNA* 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 Payee's costs from amounts payable by SBBC to *AETNA* pursuant to this Agreement and such excluded costs shall become the liability of *the AETNA*.

(h) Inspector General Audits. *AETNA* 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.

2.20 **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, Benefits & Employment Services
7770 W. Oakland Park Blvd.
Sunrise, Florida 33351

To AETNA:
Gabrielle Dimitrakis, Account Manager, Florida Public & Labor
261 N. University Drive
Plantation, Florida 33324

With a Copy to:
Cathy Aguirre, Market Head
Public & Labor Segment
261 N. University Drive
Plantation, Florida 33323

2.21 **BACKGROUND SCREENING.** AETNA agrees to 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 the AETNA or its personnel providing any services under the conditions described in the previous sentence. AETNA 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 the AETNA and its personnel. The parties agree that the failure of AETNA 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. To the extent permitted by law, AETNA 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 AETNA'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or AETNA of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.22 **Insurance Requirements.**

(a) 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.

(b) 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). Workers' Compensation Affidavit shall be required if less than four (4) employees and submit with Agreement.

(c) Professional Liability/Technical Errors & Omissions. Limits not less than $1,000,000 per occurrence covering services provided under this contract

(d) 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 AETNA does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 will be accepted. In addition, an affidavit signed by AETNA must be furnished to SBBC indicating the following: AETNA 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.

(e) 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.

(f) Verification of Coverage. Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. 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. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**

(g) Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance: The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida. (Certificate Holder: The School Board of Broward County, Florida, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301)

(h) Cancellation Of Insurance. AETNA's are prohibited from providing services under this contract 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.**

2.23 **Payment Method.** AETNA agrees that SBBC will not pay convenience fees, surcharges, or any additional costs for payments made by electronic payment.

2.24 **HIPAA Compliance.** AETNA acknowledges that the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") (HIPAA and HITECH Act are collectively referred to herein as "HIPAA") protect the privacy of protected health information ("PHI") and may be applicable to student records in certain circumstances; and shall enter into SBBC's HIPAA Business Associate Agreement ("BAA") attached as **Exhibit G.** PHI may be used and disclosed only in compliance with HIPAA.

## 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 contract.

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 **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.

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. 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 **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 3.06.

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 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.

3.08 **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.

3.09 **Public Records**: The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. AETNA 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, AETNA 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. AETNA 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 AETNA does not transfer the public records to SBBC. Upon completion of the Agreement, AETNA shall transfer, at no cost, to SBBC all public records in possess-ion of AETNA or keep and maintain public records required by SBBC to perform the services required under the Agreement. If AETNA transfer all public records to SBBC upon completion of the Agreement, AETNA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If AETNA keeps and maintains public records upon completion of the Agreement, Insert Name 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.

3.10 **Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to 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.

3.11 **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.

3.12 **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.

3.13 **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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **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.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **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.

3.17 **Incorporation by Reference.** **Exhibits A-G,** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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, 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.

3.24 **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.

3.25 **Contract 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.

3.26 **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 for any damages resulting from said negligence.

B. By AETNA: AETNA 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 AETNA, its agents, servants or employees; the equipment of AETNA, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AETNA or the negligence of AETNA'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 AETNA, SBBC or otherwise.

3.27 **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.

FOR SBBC

(Corporate Seal)

ATTEST:

Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Donna P. Korn, Chair

Approved as to Form and Legal Content:

Office of the General Counsel

**FOR AETNA**

(Corporate Seal)

ATTEST:

AETNA LIFE INSURANCE COMPANY

By _____
Catherine Aguirre, Market Head,
Public & Labor of Florida

_____, Secretary

-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 this 24 day of August, 2020 by Catherine Aguirre of AETNA, on behalf of the corporation/agency.

He/She is personally known to me or produced _____ as identification and did/did not first take an oath.
Type of Identification

My Commission Expires:

_____
Signature – Notary Public

Ruth Zafra
Printed Name of Notary

(SEAL)

GG053923
Notary's Commission No.

RUTH ZAFRA
Notary Public - State of Florida
Commission # GG 053923
My Comm. Expires Dec 8, 2020

# FIRST AMENDMENT TO AGREEMENT

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of this 1st day of March, 2023, 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

Aetna Life Insurance Company
(hereinafter referred to as "AETNA"),
whose principal place of business is
261 N. University Drive
Plantation, Florida 33324

**WHEREAS**, SBBC issued a Request for Proposal, identified as RFP FY21-016 - Group Medical Benefits for School Board Employees, dated December 17, 2019 and amended by Addendum Number One dated December 17, 2019, Addendum Number Two dated December 19, 2019, Addendum Number Three dated December 20, 2019, Addendum Number Four dated February 6, 2020 and Addendum Number Five dated February 21, 2020 (hereinafter referred to as "RFP") which is incorporated by reference herein, for the purpose of receiving proposals for Group Medical Benefits for School Board Employees; and

**WHEREAS**, AETNA desired to provide such products and services to the SBBC, offered a proposal dated March 9, 2020 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

**WHEREAS**, the SBBC and AETNA desired to memorialize the terms and conditions of the Agreement to include references to Exhibit A - Administrative Service Agreement, Exhibit B - Administrative Service Fees, Exhibit C – Medical Network Guarantee Discount, Exhibit D - Pharmacy Service and Fee Schedule, Exhibit E - Performance Guarantees – Medical and Pharmacy, Exhibit F – Tri-County Provider Count, Exhibit G - HIPAA Business Associate Agreement, respectively attached as Exhibits A – G to the Agreement; and

**WHEREAS**, SBBC and AETNA entered into an Agreement dated, September 15, 2020; and

**WHEREAS**, SBBC and AETNA desire to amend the initial Agreement, dated September 15, 2020 to memorialize the terms and conditions of the First Amendment to the Agreement, to include reference to Exhibit D-Revised, Pharmacy Services and Fee Schedule.

**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:

## ARTICLES

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of the Agreement, the term of the Agreement commenced on January 1, 2021 and will conclude on December 31, 2023. The term of the Agreement may by mutual agreement between SBBC and the Awardee, upon the Superintendent's Insurance & Wellness Advisory Committee's recommendation and Board approval be extended for two (2) additional one-year renewal periods. If needed, upon SBBC's sole option after the initial or any one-year renewal option, an extension of 180 days beyond the expiration date of the renewal period at the same rates/fees as the previous twelve (12) months.

3.01 **Amended Pricing**. AETNA shall provide as part of this First Amendment to Agreement, to include reference to Exhibit D-Revised Pharmacy Services and Fee Schedule, due to the Market Check finalized and effective January 1, 2023.

4.01 **WELLNESS**. Aetna agrees to transfer the balance of unused Wellness funds to SBBC annually for the purpose of funding additional wellness initiatives.

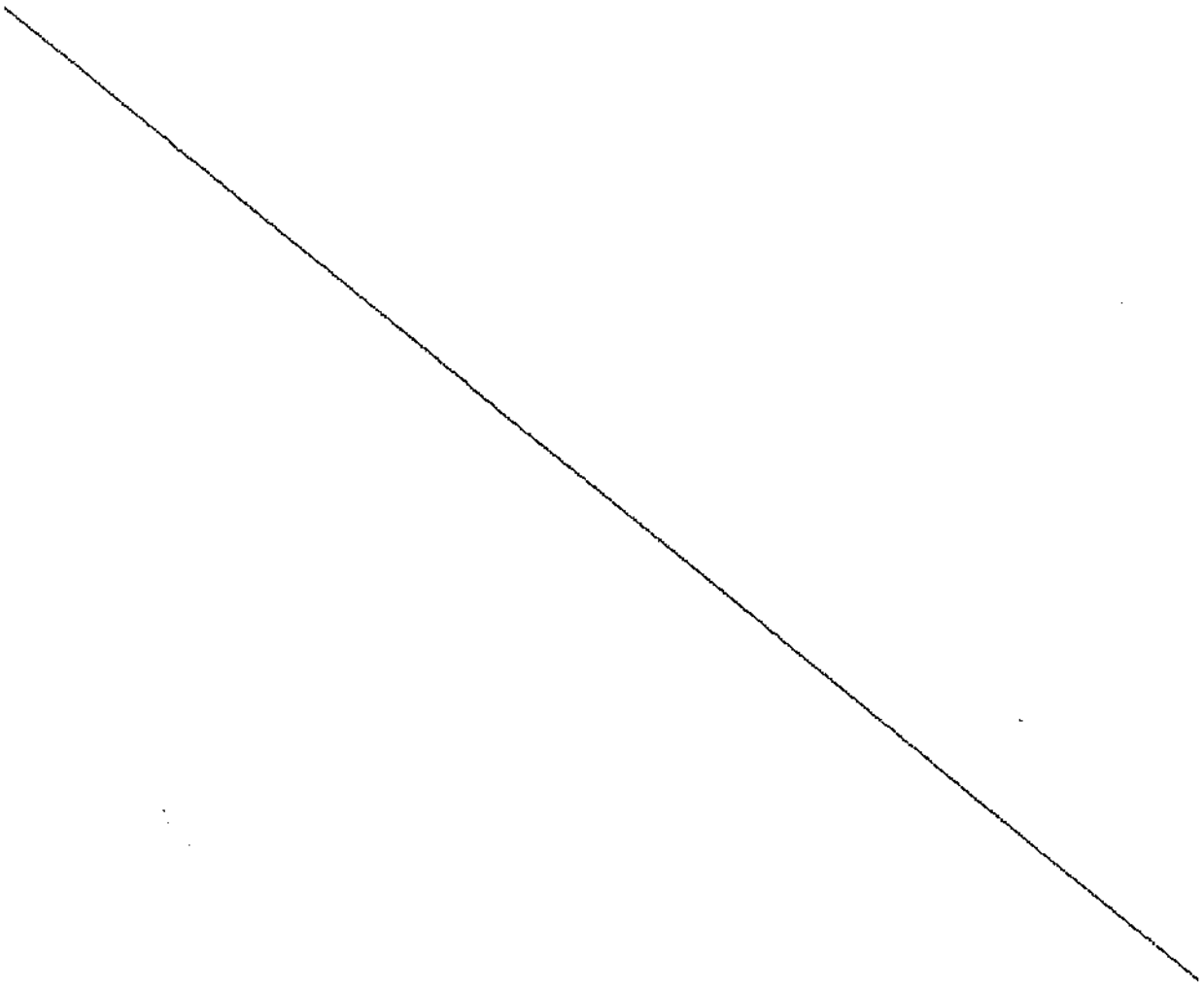
5.01 **Order of Precedence Among Documents.** In the event of any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the Parties agree that the order of priority shall be as follows:

| | |
|---|---|
| First: | This First Amendment to Agreement and its Exhibit D-Revised, then; |
| Second: | The Agreement and its Exhibits A-G dated, September 15, 2020, then; |
| Third: | Addendum Number Five dated, February 21, 2020, then; |
| Fourth: | Addendum Number Four dated February 6, 2020, then; |
| Fifth: | Addendum Number Three dated December 20, 2019, then; |
| Sixth: | Addendum Number Two dated December 19, 2019, then; |
| Seventh: | Addendum Number One dated December 17, 2019, then; |
| Eighth: | RFP FY21-016 – Group Medical Insurance for School Board Employees, then; |
| Ninth: | The Proposal submitted in response to the RFP by Aetna. |

6.01 **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement shall remain in full force and effect.

7.01 **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.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this First Amendment to Agreement on the date first above written.



**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Lori Alhadeff, Chair

ATTEST:

_____
Earlean C. Smiley, Ed.D.
Interim Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

**FOR AETNA**

(Corporate Seal)

ATTEST:

AETNA LIFE INSURANCE COMPANY

By _____
Catherine Aguirre, Executive Director, Public and Labor Sales & Service

_____, Secretary

-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 this _____ day of _____, 2023 by **Catherine Aguirre of AETNA**, on behalf of the corporation/agency.

He/She is personally known to me or produced _____ as identification ~~and did/did~~ not first take an oath.
Type of Identification

My Commission Expires:

KAREN FULLER
Notary Public - State of Florida
Commission # GG 338834
My Comm. Expires Sep 19, 2023
Bonded through National Notary Assn.

(SEAL)

_____
Signature – Notary Public

KAREN FULLER
Printed Name of Notary

GG 338834
Notary's Commission No.

# Pharmacy
# Service and Fee Schedule
# to the Master Services Agreement

Effective January 1, 2021
Updated for January 1, 2023
The School Board of Broward County, FL
Aetna Standard Formulary (with exclusions)
Maintenance Choice (90 days at retail)

aetna®

## Pharmacy Service and Fee Schedule- ASP Standard Plan

### Pharmacy Discounts & Fees

| | |
|---|---|
| Pricing Arrangement | Traditional |
| Network | Aetna National Network |
| Employees | 28,869 |

| RETAIL | | | |
|---|---|---|---|
| | 01/01/2021 | 01/01/2022 | *01/01/2023 |
| Brand Discount | AWP - 19.25% | AWP - 19.35% | AWP - 19.75% |
| Generic Discount | AWP - 84.00% | AWP - 84.20% | AWP - 84.50% |
| Dispensing Fee | $0.30 per script | $0.30 per script | $0.30 per script |

| MAIL ORDER PHARMACY | | | |
|---|---|---|---|
| Mail Benefit Type | Mandatory Maintenance Choice with opt out | | |
| | 01/01/2021 | 01/01/2022 | *01/01/2023 |
| Brand Discount | AWP - 25.50% | AWP - 25.60% | AWP - 25.80% |
| Generic Discount | AWP - 86.75% | AWP - 86.95% | AWP - 88.50% |
| Dispensing Fee | $0.00 per script | $0.00 per script | $0.00 per script |

| AETNA SPECIALTY PHARMACY | | | |
|---|---|---|---|
| Network | Aetna Specialty Network | | |
| Price List | Not Applicable | | |
| | 01/01/2021 | 01/01/2022 | *01/01/2023 |
| Discount | AWP – 20.00% | AWP – 20.10% | AWP – 21.25% |
| Dispensing Fee | $0.00 per script | $0.00 per script | $0.00 per script |

| GENERIC DISPENSING RATE (GDR) GUARANTEE | | | |
|---|---|---|---|
| | 01/01/2021 | 01/01/2022 | 01/01/2023 |
| Retail GDR | 85.75% | 86.00% | 86.00% |
| Mail GDR | 89.00% | 89.25% | 89.25% |
| Annual Maximum | $750,000 | $750,000 | $750,000 |

***Market Check Pricing Enacted for 1/1/23**

## Pharmacy Service and Fee Schedule- ASP Standard Plan

| CLINICAL PROGRAM FEES/ADMIN FEES ETC. | | | |
|---|---|---|---|
| | 01/01/2021 | 01/01/2022 | 01/01/2023 |
| Drug Savings Review Program | $0.30 PMPM | $0.30 PMPM | $0.30 PMPM |
| Paper Claims | $0.00 | $0.00 | $0.00 |

| DISCOUNTS | | | |
|---|---|---|---|
| | 01/01/2021 | 01/01/2022 | 01/01/2023 |
| Discount | $2.00 Per Employee Per Year* | N/A | N/A |

*Will be applied to the March 2021 ASO Fee Invoice, due to no ASO Fee Invoice for January and February 2021 given the Medical Fee Holiday.

## Pharmacy Service and Fee Schedule- ASP Standard Plan

### Rebates

| REBATES | | | |
|---|---|---|---|
| Formulary | Aetna Standard Formulary (with exclusions) | | |
| Plan Design | 3 Tier Qualifying | | |
| Rebate Terms | Plan sponsor will receive the following minimum rebate guarantees: | | |
| | 01/01/2021 | 01/01/2022 | *01/01/2023 |
| Retail | The greater of 100% or $243.34 Per Brand Script | The greater of 100% or $253.03 Per Brand Script | The greater of 100% or $281.23 Per Brand Script |
| Mail order | The greater of 100% or $527.45 Per Brand Script | The greater of 100% or $559.07 Per Brand Script | The greater of 100% or $775.68 Per Brand Script |
| Specialty Non-Hepatitis C | The greater of 100% or $2,201.55 Per Brand Script | The greater of 100% or $2,222.70 Per Brand Script | The greater of 100% or $2,721.28 Per Brand Script |
| Specialty Hepatitis C | The greater of 100% or $10,266.00 Per Brand Script | The greater of 100% or $10,266.00 Per Brand Script | The greater of 100% or $19,860.86 Per Brand Script |

***Market Check Pricing Enacted for 1/1/23**

**Pharmacy Service and Fee Schedule- ASP Standard Plan**

Terms & Conditions

The pricing and services set forth herein are subject to the following Terms & Conditions:

- Assumes that Aetna administers both the medical and pharmacy benefits for Customer on an integrated basis. If Customer elects to use a different vendor to provide medical benefits, then Aetna reserves the right to adjust the pricing contained in this proposal.
- The pricing and services contained herein are limited to prescription drugs dispensed by a Participating Pharmacy to Plan Participants.
- Prescriptions dispensed by a Participating Retail Pharmacy shall be processed at the lower of the pharmacy's submitted Usual & Customary Retail Price, MAC (where applicable) plus a Dispensing Fee, or discounted AWP cost plus a Dispensing Fee.
- MAC Pricing applies at Mail Order.
- Cost Share will be calculated on the basis of the rates charged to the Customer by Aetna for Covered Services, except for fixed copays or where required by law to be otherwise.
- Discounts and Dispensing Fees contained in this Service and Fee Schedule are guaranteed on an annual basis, subject to the following conditions:
  - Pricing guarantees are measured and reconciled as four separate components with the components defined as retail network, mail pharmacy, specialty pharmacy, and rebates.
  - Discount and Dispensing Fee guarantees shall be reconciled and reported to Customer within ninety (90) days following the guarantee period.
  - Discount guarantees are calculated on ingredient cost prior to the application of Plan Participant copay and include zero balance due claims.
  - The following types of Prescription Drug claims are excluded from the Discount and Dispensing Fee guarantees contained herein: compound drug claims, Exclusive Distribution and limited distribution drug (LDD) Claims, direct Plan Participant reimbursement / out-of-network claims, over-the-counter products, in-house

Pharmacy Service and Fee Schedule- ASP Standard Plan

pharmacy claims, and vaccines. In addition, we do not identify or administer any claims for 340B.

- Retail pricing guarantees exclude claims that reflect the Usual & Customary Retail Price.
- Single Source Generic Drugs are included in the Generic Discount guarantees.
- Prescriptions dispensed by Aetna Specialty Pharmacy are included in the Aetna Specialty Pharmacy Discount guarantee listed above.
- Aetna has assumed 0% in-house pharmacy utilization. Aetna reserves the right to re-evaluate the proposed pricing if the actual in-house pharmacy utilization varies from this assumption.

- Pricing and terms in this proposal assume the Customer has elected the Aetna Standard Formulary and the Choose Generics program.
- The proposed formulary includes certain preferred Brand Drugs where the Tier 1 cost share shall be assessed to Members.
- Aetna Specialty Network means members obtain all specialty medications through a participating specialty network pharmacy (no refills at retail allowed). The Specialty Overall Effective Discount (OED) offer is conditioned on (i) Aetna being the exclusive provider of Specialty Services. The Overall Effective Discount (OED) rate will apply to all Specialty drugs on the Specialty List dispensed from a Aetna Specialty owned or affiliated pharmacy, and with the exception of:
  - New to market Specialty Brand drugs will be priced at AWP - 15.00%
  - New to market limited distribution drugs will be priced at AWP -10.00%
  - New to market biosimilars will priced at AWP – 15.00%
- Our financial offer does not assume any adoption of the Transform Diabetes Program. If customer offers a Diabetes Management program, either by Aetna or another vendor, the proposed rebates will need to be re-evaluated.

**Pharmacy Service and Fee Schedule- ASP Standard Plan**

- Drug Savings Review Program - Aetna guarantees that the net savings realized from these services over the Clinical Program Year of the Agreement for the Drug Savings Review Program shall be [300%] of the expense to Client for these services over the Clinical Program Year. In the event Aetna fails to meet the targeted savings, Client shall be credited for any guaranteed savings short-fall following the end of the applicable Clinical Program Year, up to the amount of fees paid by Client for the Drug Savings Review Program during the Clinical Program Year. "Clinical Program Year" means the twelve (12) month period commencing on the start date of the Drug Savings Review Program and each full consecutive twelve (12) month period thereafter that the Drug Savings Review Program is provided.

- Retail and Mail Order GDR rates by Plan year will be calculated as total retail Generic Drug claims excluding dispense as written ("DAW") claims divided by total retail claims excluding DAW, and total mail Generic claims excluding DAW claims divided by total mail claims excluding DAW. A penalty, if applicable, will be calculated as the difference in the Brand Drug cost versus Generic Drug cost after Discount and Dispense Fee times the actual claim volume. Separate calculations will be performed for retail and mail, and for each Plan year. Reconciliation will be calculated annually within 90 days of the end of each of the guarantee periods. For the purposes of this guarantee, any penalty will be calculated based on the aggregate results across all retail and mail order categories.

- Rebate guarantees will exclude the claims noted below; however, any Rebate collected by Aetna for such claims may be shared with Customer in accordance with the Rebate terms described herein.

- Rebate guarantees are measured individually by component and reconciled in the aggregate on an annual basis within 180 days following the end of the Plan year; a surplus in one or more component Rebate guarantees may be used to offset shortages in other component Rebate guarantees.

- Rebate guarantees will exclude the claims noted below; however, any Rebate collected by Aetna for such claims will be passed through to the Customer in accordance with the Rebate terms described herein.

- Rebate guarantees may be subject to:

**Pharmacy Service and Fee Schedule- ASP Standard Plan**

- The adoption of utilization management edits for Specialty Products, including for example, Prior Authorization (PA) and Quantity Limits.
- The adoption and maintenance of a biosimilar first plan design for Specialty Products.
- Plan performance that is materially the same as the baseline data provided by Customer and relied upon by Aetna, including information regarding enrollment and utilization of pharmacy services.
- Rebate guarantees assume that products that are not Specialty Products will not be subject to precertification or step therapy requirements, and that all drug classes included on the Aetna Standard Formulary be covered.

- The above rebate guarantees exclude:
  - Over the Counter (OTC) Claims
  - Exclusive Distribution and limited distribution drug (LDD) Claims
  - 340B Claims
  - Compound Drug Claims
  - Paper or Member Submitted Claims
  - Coordination of Benefits (COB) or secondary payor Claims
  - Vaccine and vaccine administration Claims
  - New to Market Biosimilar Claims
- Rebate guarantees assume alignment with proposed formulary, including utilization management programs to support formulary strategy, and standard prior authorization/utilization management criteria.
- Rebate guarantees assume Advanced Control Specialty Formulary.
- Specialty rebate guarantees apply to specialty drug claims at all channels.
- Brand drug claims in the HIV therapeutic category are included in the retail rebate guarantees.
- To receive the rebate guarantees noted:

**Pharmacy Service and Fee Schedule- ASP Standard Plan**

- Three-tier qualifying plan designs – maintains a first tier comprised of Generic Drugs, a second tier comprised of preferred Brand Drugs, and a third tier comprised of non-preferred Brand Drugs. The plan design maintains at least a $15.00 co-payment differential between preferred and non-preferred Brand Drugs, at least a $15.00 differential in the minimum co-payment for coinsurance, or a differential of coinsurance 1.5 times or 50 percentage points between the preferred and non-preferred Brand Drugs (for example, if preferred brand coinsurance was 20%, non-preferred brand would need to be 30% to qualify).

- We are providing a separate rebate guarantee for the specialty brand drug claims within the Hepatitis C therapeutic class. Rebate guarantees are conditioned upon Harvoni, Epclusa, and Vosevi as the preferred formulary drugs for Hepatitis C treatment with at least 95% drug claim share, all other drugs are excluded or non-preferred, coverage is provided for all fibrosis scores (F0/F1-F4), utilization management criteria aligns with drug labeling, and client is not utilizing starter or split fill programs.

- Plan design and benefits must be finalized 90 days prior to the effective date to support mailing of impacted members moving to Aetna's Standard Formulary. Less than 90 day notice of acceptance of the Aetna Standard formulary renewal quote may require implementation of a temporary benefit design until benefits are ready. This will not interrupt claims adjudication and service to members.

**Pharmacy Service and Fee Schedule- ASP Standard Plan**

**Discounts**

Aetna is including a one-time discount of $2.00 PEPY to be applied to the Customer's March 2021 monthly bill only.

**Market Check**

On an annual basis in the second quarter of each Contract Year upon SBBC's reasonable request, a third party consulting firm may review the financial terms of this Agreement compared to financial offering presented to similar employers in the marketplace as deemed appropriate. The parties agree for the purpose of this market check that the third party consulting firm will compare, among other things, the following factors to determine whether SBBC is entitled to such revised pricing terms: (i) the aggregate pricing terms of such applicable clients of comparable size, inclusive of the program savings, the retail pricing for brand and generic drugs, pricing for specialty drugs, administrative fees, rebates and guarantees; (ii) the services provided by Aetna to such clients; and (iii) the plan design of such clients, which may include plan formulary, brand/generic utilization information and mail and retail utilization information. If SBBC, third party, and Aetna agree to any revisions to the financial terms as a result of this review (i) the agreement shall be amended and (ii) shall be effective January 1 of the contract year following agreement on such revisions, provided that the parties agree on final pricing not less than 120 days prior to the first day of the contract year as to which the revisions are to apply. If agreement cannot be reached, SBBC has the right to open up contract without penalty.

**Pharmacy Service and Fee Schedule- ASP Standard Plan**

**Additional Disclosures**

The Customer acknowledges that the Retail Discounts and Dispensing Fees contained in this Agreement reflect a Traditional or Lock-In pricing arrangement. Traditional or Lock-In Pricing means that the amount charged to the Customer and Plan Participants for retail network claims may differ from the amount paid to Participating Retail Pharmacy and/or Aetna's PBM subcontractor and Aetna retains the difference, in addition to any other fees or charges agreed upon by Aetna and Customer, as compensation for the pharmacy benefit management services provided to the Customer.

Aetna reserves the right to make appropriate changes to these price points if any event materially impacts Aetna's net income derived under this Agreement. Such events include (i) the termination or material modification of any material manufacturer Rebate contract, (ii) any significant changes in the composition of Aetna's pharmacy network or in Aetna's pharmacy network contract compensation rates with its pharmacy network subcontractor, CVS Health, (iii) a change in government laws or regulations, (iv) a change in the Plan that is initiated by Customer, (v) AWP is discontinued or modified in whole or in part, or (vi) a greater than 15% change in enrollment or a material change, as defined by Aetna, in the drug utilization, plan design, geographic mix or demographic mix of the covered population from what was assumed at the time of underwriting. Aetna shall provide the Customer with at least sixty (60) days written notice of such changes together with a sufficiently detailed explanation supporting these price point changes. If sixty (60) days written notice is not practicable under the circumstances, Aetna shall provide written notice as soon as practicable.

Aetna reserves the right to modify its products, services, and fees, and to recoup any costs, taxes, fees, or assessments, in response to legislation, regulation or requests of government authorities. Any taxes or fees (assessments) applied to self-funded benefit Plans related to The Patient Protection and Affordable Care Act (PPACA) will be solely the obligation of the Plan sponsor. The pharmacy pricing contained herein does not include any such Plan sponsor liability.

**Pharmacy Service and Fee Schedule- ASP Standard Plan**

**Rebate Payment Terms**

Rebates will be distributed on a quarterly basis by claim wire credit. We will pay the minimum rebate guarantee within 90 days of the end of each calendar quarter. Annual reconciliation will occur within 180 days after the end of the policy period. Rebates are paid on Prescription Drugs dispensed by Participating Pharmacies and covered under Customer's Plan. Rebates are not available for Claims arising from Participating Pharmacies dispensing Prescription Drugs subject to either their (i) own manufacturer Rebate contracts or (ii) participation in the 340B Drug Pricing Program codified as Section 340B of the Public Health Service Act or other Federal government pharmaceutical purchasing program. The Customer shall adopt the formulary indicated in the rebates section of this Service and Fee Schedule in order to be eligible to receive Rebates.

The rebate payments will be made in March, June, September, and December.

If this Agreement is terminated by Aetna for the Customer's failure to meet its obligations to fund benefits or pay administrative fees (medical or pharmacy) under the Agreement, Aetna shall be entitled to deduct deferred administrative fees or other plan expenses from any future rebate payments due to the Customer following the termination date.

**Pharmacy Service and Fee Schedule- ASP Standard Plan**

**Formulary Management**

Aetna offers several versions of formulary options ("Formulary") for Customer to consider and adopt as Customer's Formulary. The formulary options made available to Customer will be determined and communicated by Aetna prior to the implementation date. Customer agrees and acknowledges that it is adopting the Formulary as a matter of its plan design and that Aetna has granted Customer the right to use one of its Formulary options during the term of the Agreement solely in connection with the Plan, and to distribute or make the Formulary available to Plan Participants. As such, Customer acknowledges and agrees that it has sole discretion and authority to accept or reject the Formulary that will be used in connection with the Plan. Customer further understands and agrees that from time to time Aetna may propose modifications to the drugs and supplies included on the Formulary as a result of factors, including but not limited to, market conditions, clinical information, cost, rebates and other factors.

**Other Payments**

The term "Rebates" as defined in the Prescription Drug Services Schedule does not mean or include any manufacturer administrative fees that may be paid by pharmaceutical manufacturers to cover the costs related to the reporting and administration of the pharmaceutical manufacturer agreements. Such manufacturer administrative fees are not shared with Customer hereunder.

Aetna may also receive other payments from drug manufacturers and other organizations that are not Rebates. These payments are generally for one of two purposes: (i) to compensate Aetna for bona fide services it performs, such as the analysis or provision of aggregated data or (ii) to reimburse Aetna for the cost of various educational and other related programs, such as programs to educate physicians and members about clinical guidelines, disease management and other effective therapies. These payments are not considered Rebates and are not included in Rebate sharing arrangements with plan sponsors, including without limitation, Customer.

**Pharmacy Service and Fee Schedule- ASP Standard Plan**

Aetna's PBM subcontractor may also receive network transmission fees from its network pharmacies for services it provides for them. These amounts are not considered Rebates and are not shared with plan sponsors. These amounts are also not considered part of the calculation of claims expense for purposes of Discount Guarantees.

Customer agrees that the amounts described above are not compensation for services provided under this Agreement by either Aetna or Aetna's PBM subcontractor, and instead are received by Aetna in connection with network contracting, provider education and other activities Aetna conducts across its book of business. Customer further agrees that the amounts described above belong exclusively to Aetna or Aetna's PBM subcontractor, and Customer has no right to, or legal interest in, any portion of the aforesaid amounts received by Aetna or Aetna's PBM subcontractor.

Rebates for Specialty Products that are administered and paid through the Plan Participant's medical benefit rather than the Plan Participant's pharmacy benefit will be retained by Aetna as compensation for Aetna's efforts in administering the preferred Specialty Products program. Payments or rebates from drug manufacturers that compensate Aetna for the cost of developing and administering value-based rebate contracting arrangements when drug therapies underperform thereunder also will be retained by Aetna.

**Early Termination**

In the event SBBC terminates Aetna's arrangement of prescription drug benefit services as described in the Prescription Drug Services Schedule and Pharmacy Service and Fee Schedule to the Agreement prior to December 31, 2021 (an "Early Termination") SBBC shall refund a pro-rata portion based on the remaining months from the date of termination to December 31, 2021 , prior to the termination date, to Aetna, the allowance in the amount of $2.00 Per Employee Per Year. The payment will be due and paid in full within sixty (60) days after the termination effective date.

In the event of an Early Termination, the pharmacy guarantees described hereunder, if any, shall be considered null and void for the Plan year and, therefore, not subject to reconciliation.

**Pharmacy Service and Fee Schedule- ASP Standard Plan**

**Late Payment Charges**

If the Customer fails to provide funds on a timely basis to cover benefit payments and/or fails to pay service fees on a timely basis as required in the Agreement, Aetna will assess a late payment charge. The current charges are outlined below:

i. Late funds to cover benefit payments (e.g., late wire transfers): 1.5% annual rate
ii. Late payments of Service Fees: 1.5%, annual rate

In addition, Aetna will make a charge to recover its costs of collection including reasonable attorney's fees. We will notify the Customer of any changes in late payment interest rates. The late payment charges described in this section are without limitation to any other rights or remedies available to Aetna under the Service and Fee Schedule or at law or in equity for failure to pay.

**Pharmacy Audit Rights and Limitations**

SBBC is entitled to an annual electronic claim audit subject to standard pharmacy benefit audit practices and audit terms and conditions outlined in the pharmacy services schedule.

SBBC is entitled to one annual Rebate audit, subject to the audit terms and conditions outlined in the pharmacy services schedule.

Pharmacy audits shall be conducted at SBBC's own expense unless otherwise agreed to between SBBC and Aetna.

# SECOND AMENDMENT TO AGREEMENT

**THIS SECOND AMENDMENT TO AGREEMENT** is made and entered into as of this 19th day of September, 2023, 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

Aetna Life Insurance Company
(hereinafter referred to as "AETNA"),
whose principal place of business is
261 N. University Drive
Plantation, Florida 33324

**WHEREAS**, SBBC issued a Request for Proposal, identified as RFP FY21-016 - Group Medical Benefits for School Board Employees, dated December 17, 2019 and amended by Addendum Number One dated December 17, 2019, Addendum Number Two dated December 19, 2019, Addendum Number Three dated December 20, 2019, Addendum Number Four dated February 6, 2020 and Addendum Number Five dated February 21, 2020 (hereinafter referred to as "RFP") which is incorporated by reference herein, for the purpose of receiving proposals for Group Medical Benefits for School Board Employees; and

**WHEREAS**, AETNA desired to provide such products and services to the SBBC, offered a proposal dated March 9, 2020 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

**WHEREAS**, the SBBC and AETNA desired to memorialize the terms and conditions of the Agreement to include references to Exhibit A - Administrative Service Agreement, Exhibit B - Administrative Service Fees, Exhibit C – Medical Network Guarantee Discount, Exhibit D - Pharmacy Service and Fee Schedule, Exhibit E - Performance Guarantees – Medical and Pharmacy, Exhibit F – Tri-County Provider Count, Exhibit G - HIPAA Business Associate Agreement, respectively attached as Exhibits A – G to the Agreement; and

**WHEREAS**, SBBC and AETNA entered into an Agreement dated, September 15, 2020; and

**WHEREAS**, SBBC and AETNA desired to amend the initial Agreement, dated September 15, 2020 to memorialize the terms and conditions of the First Amendment to Agreement, to include reference to Exhibit D-Revised, Pharmacy Services and Fee Schedule; and

**WHEREAS**, SBBC and AETNA entered into a First Amendment to Agreement, to include reference to Exhibit D-Revised, Pharmacy Services and Fee Schedule, dated March 7, 2023; and

**WHEREAS**, SBBC and AETNA desire to amend the initial Agreement, dated September 15, 2020 to memorialize the terms and conditions of the Second Amendment to Agreement, to include reference to Exhibit B-Revised, Administrative Service Fees; and

**WHEREAS**, SBBC and AETNA desire to amend the First Amendment to Agreement, dated March 7, 2023 to memorialize the terms and conditions of the Second Amendment to Agreement, to include reference to Exhibit D-second revision, Pharmacy Services and Fee Schedule.

**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:

## ARTICLES

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of the Agreement, the term of the Agreement commenced on January 1, 2024 and will conclude on December 31, 2024. The term of the Agreement may by mutual agreement between SBBC and the Awardee, upon the Superintendent's Insurance & Wellness Advisory Committee's recommendation and Board approval be extended for one (1) additional one-year renewal period.

If needed, upon SBBC's sole option after the initial or anyone-year renewal option, an extension of 180 days beyond the expiration date of the renewal period at the same rates/fees as the previous twelve (12) months may be exercised.

3.01 **Cost of Services**. SBBC shall pay AETNA for services rendered under this Agreement, as outlined in revised Exhibit B and Second Revised Exhibit D, attached to this Second Amendment to Agreement and first renewal. If SBBC exercises the second optional one-year renewal, Aetna further agrees not to exceed a 3% fee cap in said year. Aetna also agrees to provide SBBC with 100 percent of SBBC rebates. Aetna further agrees to provide the coordination of benefits services (COB), as part of the Administrative Services Only (ASO) fees and will not charge SBBC a percentage of COB savings.

4.01 **Medical and Pharmacy Fee Credit**. AETNA agrees to provide SBBC with a one-time Medical ASO Fee Credit of $200,000.

## ARTICLES cont'd

5.01 **Pharmacy Administrative Fee.** SBBC agrees to pay Aetna $2.00 per employee, per month to administer the new Transparent Pricing Model Pharmacy Benefit Management Program, as more fully described in the Second Revised Exhibit D, attached.

6.01 **Medical Discount Guarantee**. The Medical Discount Guarantee will remain in effect for January 1, 2024 – December 31, 2024, as more fully outlined in Exhibit C of the original Agreement.

7.01 **Wellness Funds**. Aetna agrees to continue to provide Wellness Funds of $1,500,000 for year four (4) of the optional one-year renewal. If the second optional one-year renewal is exercised, Aetna further agrees to fund $1,500,000 for the District's Wellness Program.

8.01 **Audit Funds**. Aetna agrees to continue to provide an Audit Fund of $100,000 to be used either for a Medical and/or Pharmacy Audit(s) for year four (4). If the second one-year optional renewal is exercised, Aetna further agrees provide an Audit Fund of $100,000 to be used either for a Medical and/or Pharmacy Audit(s).

9.01 **Order of Precedence Among Documents.** In the event of any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the Parties agree that the order of priority shall be as follows:

| | |
|---|---|
| First: | This Second Amendment to Agreement and its Exhibits B-Revised and D-Second Revision, then; |
| Second: | The First Amendment to Agreement and its Exhibit D-Revised, dated, March 7, 2023, then; |
| Third: | The Agreement and its Exhibits A-G dated, September 15, 2020, then; |
| Fourth: | Addendum Number Five dated, February 21, 2020, then; |
| Fifth: | Addendum Number Four dated February 6, 2020, then; |
| Sixth: | Addendum Number Three dated December 20, 2019, then; |
| Seventh: | Addendum Number Two dated December 19, 2019, then; |
| Eighth: | Addendum Number One dated December 17, 2019, then; |
| Ninth: | RFP FY21-016 – Group Medical Insurance for School Board Employees, then; |
| Tenth: | The Proposal submitted in response to the RFP by Aetna. |

10.01 **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement shall remain in full force and effect.

11.01 **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 on the date first above written.

**FOR SBBC**

(Corporate Seal)

ATTEST:

Dr. Peter B. Licata
Superintendent of Schools

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Lori Alhadeff, Chair

Approved as to Form and Legal Content:

_____
Office of the General Counsel

## FOR AETNA

(Corporate Seal)

ATTEST:

AETNA LIFE INSURANCE COMPANY

By _____

Catherine Aguirre, Executive Director, Public and Labor Sales & Service

_____, Secretary

-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 this 22 day of AUGUST, 2023 by **Catherine Aguirre of AETNA**, on behalf of the corporation/agency.

He/She is personally known to me or produced _____ as identification and did/did not first take an oath.
Type of Identification

My Commission Expires:

(SEAL)

KAREN FULLER
Notary Public - State of Florida
Commission # GG 338834
My Comm. Expires Sep 19, 2023
Bonded through National Notary Assn.

_____
Signature – Notary Public

KAREN FULLER
Printed Name of Notary

Sept 19th, 2023
Notary's Commission No.

# EXHIBIT B, REVISED

**ADMINISTRATIVE SERVICE FEES (ASO)**
**AETNA – SECOND AMENDMENT TO AGREEMENT**

**Administrative Service Fees** **Effective Date: January 1, 2024 - End Date: December 31, 2024**

| Medical Fees as Billed (PEPM) | Estimated Enrollment | Current | Proposed | % Change |
|---|---|---|---|---|
| Open Access Aetna Select (PEPM) | 23,580 | $29.95 | $29.95 | 0.0% |
| Open Access Aetna Select (PEPM) KIDS | 1,498 | $29.95 | $29.95 | 0.0% |
| Choice POS II (PEPM) | 1,516 | $29.95 | $29.95 | 0.0% |
| **Plan Year Service Fees (Projected Annual)** | **26,594** | **$9,557,884** | **$9,557,884** | **0.0%** |

| Service Fee Summary (Plan Year) | Current | Proposed | % Change |
|---|---|---|---|
| Administrative Service Fees | $9,557,884 | $9,557,884 | 0.0% |

| Additional Service Fee Capt | Composite Fee | | % Change | |
|---|---|---|---|---|
| Year 5 of 5 (January 1, 2025) Mature | $29.95 | | 0.0% | |

Clarifications:

- PEPM is defined as Per Employee Per Month. Employees include only those active employees, retirees, COBRA participants and disabled employees that are covered under our Aetna Medical plan, as well as the 1st child in the Kids Population.
- All other programs, costs and services will remain the same, as those outlined in the original Agreement, unless specifically modified by this revised Exhibit and as more fully described in Aetna's Proposal.

**Programs and Services – Self-Funded** **Effective Date: January 1, 2024**

| Program Summary | Open Access Aetna Select | Choice POS II |
|---|---|---|

## Programs & Services Included in the Service Fee

| Mature Base Service Fee | Included | Included |
|---|---|---|
| **Implementation, Account Management & Plan Administration** | | |
| Experienced Account Management Team | Included | Included |
| Designated billing, eligibility, plan set up, and underwriting services | Included | Included |
| Review or draft plan documents | Included | Included |
| Summary of Benefits and Coverage (SBC) | Included | Included |
| Open Enrollment Marketing Material (Standard) Onsite Meeting Preparation | Included | Included |
| ID Cards | Included | Included |
| Claim Fiduciary Option 1 | Included | Included |
| External Review | Included | Included |
| Non-ERISA | Included | Included |
| **Banking Information** | | |
| Wire transfer when checks issued | Included | Included |
| Aetna Initiated ACH (SBBC Pushes ACH) | Included | Included |
| Claim Funding Requests: Alternate Stockpiling Tuesday Request | Included | Included |
| **Member and Claim Services** | | |
| Claim Administration | Included | Included |
| Member Services | Included | Included |
| Enhanced Customer Servicing Framework | Included | Included |
| Aetna Voice Advantage | Included | Included |
| Designated Service Center | Included | Included |
| Plan Sponsor Liaison | Included | Included |
| Special Investigations / Zero Tolerance Fraud Unit | Included | Included |
| **Network Services** | | |
| Network Access | Included | Included |
| No Cost/Low Cost Designated Walk In Clinic (MinuteClinic®) | Included | Included |
| Teladoc Health (Standard) General Medical ǂ, ǂǂ | Included | Included |
| Institutes of Excellence™ | Included | Included |
| Institutes of Quality® (IOQ) Program | Included | Included |
| **Care Management** | | |
| Utilization Management Inpatient Precertification | Included | Included |
| Utilization Management Concurrent Review | Included | Included |
| Utilization Management Discharge Planning | Included | Included |
| Utilization Management Retrospective Review | Included | Included |
| Aetna One Essential | Included | Included |
| Aetna Compassionate Care Program | Included | Included |
| Infertility Case Management | Included | Included |
| Aetna Health Connections℠ - Disease Management | Included | Included |
| MedQuery® | Included | Included |
| MedQuery® Member Messaging | Included | Included |
| Personal Health Record | Included | Included |
| Aetna Advice | Included | Included |
| Healing Better | Included | Included |
| **Member Resources** | | |
| Member Website and Mobile Experience | Included | Included |
| MindCheck℠ | Included | Included |

| Programs and Services – Self-Funded | | Effective Date: January 1, 2024 |
|---|---|---|
| **Wellness** | | |
| Program Summary | Open Access Aetna Select | Choice POS II |
| Aetna Healthy Actions℠ | Included | Included |
| Aetna Healthy Commitments℠ - Core | Included | Included |
| Simple Steps to Healthier Life® Health Assessment | Included | Included |
| **Allowances** | | |
| Wellness Allowance - $1,500,000 | Included | Included |
| Audit Allowance - $100,000 | Included | Included |
| **Reporting and Integration** | | |
| Analytic Consultation from Plan Sponsor Insights | 150 Hours | 150 Hours |
| Clinical Consultation from Plan Sponsor Insights | 150 Hours | 150 Hours |
| Monthly Financial Claim Detail Reports | Included | Included |
| Quarterly Universal Files Upon Request | Included | Included |
| Monthly Banking Reports | Included | Included |
| **Behavioral Health** | | |
| Managed Behavioral Health | Included | Included |
| Behavioral Health Condition Management Program - Standard | Included | Included |
| Applied Behavior Analysis (ABA) | Included | Included |
| AbleTo Network - subject to member cost share | Included | Included |
| **Dedicated Staff** | | |
| 2 Wellness Account Consultants | Included | Included |
| 5 Dedicated Account Associates | Included | Included |
| **Kiosk** | | |
| 5 Kiosks | Included | Included |
| **Total Fees** | $29.95 | $29.95 |

*Refer to the NSA Payment Practices in our Caveats for information on our payment practices for NSA eligible claims.

** IDR Fees are required by the NSA Rules. The fees are payable to the IDR entity and are subject to future adjustments. There is an initial fee to begin an arbitration, which applies to each case. There is also an additional fee for the arbitration expenses; the losing party within the dispute is liable for this fee. For batch cases, the NSA permits IDR entities to charge a different arbitration fee, based on a set fee range and/or percentage of the batch fee. The fees are passed through (with no mark up by Aetna) to a Customer, based on the number of line items for their plan that were included in the batch case.

Programs & Services Included in the Claim Wire

| | Open Access Aetna Select | Choice POS II |
|---|---|---|
| **No Surprises Act - Fees** | | |
| No Surprises Act (NSA) claim administration fee (per NSA eligible claim)* | $50 | $50 |
| No Surprises Act (NSA) Independent Dispute Resolution (IDR) initial fee** (per | $50 | $50 |
| No Surprises Act (NSA) Independent Dispute Resolution (IDR) arbitration expenses** | ~ $200 to $700 | ~ $200 to $700 |

## Legislative and Regulatory Requirements

**Affordable Care Act (ACA) Taxes and Fees - Notice to Self-Funded Group Health Plan's Financial Liability**

The Affordable Care Act (ACA) imposed Patient-Centered Outcome Research Trust Fund fee (PCORI) on the issuers of specified health insurance policies and plan sponsors of applicable self-insured health plans. The fee was set to end in 2019, but it was extended for 10 years through 2029. The fee applies to policy or plan years ending on or after October 1, 2012, and before October 1, 2029.

Any taxes or fees (assessments) related to the Affordable Care Act that apply to the self-insured health plans are your obligation. The Administrative Service Fee does not include any such liability or the remittance of the fees on your behalf.

**NSA Payment Practices**

The No Surprises Act (NSA) applies to certain out of network claims at participating facilities when the member doesn't have a choice or is unaware the provider is out of network. The law protects plan participants by limiting cost sharing to the preferred benefit level and prohibits balance billing by out of network providers. For NSA eligible claims, we will pay the out of network provider an initial payment amount. In most cases, the initial payment will be an amount equal to the qualifying payment amount as defined in NSA regulations (generally, the median contracted rate for a specific service in a geographic area). A provider may choose to go to independent dispute resolution (IDR) if the provider does not accept our payment as payment in full. During the IDR process, you authorize us to pay more than the qualified payment amount in order to reasonably settle the matter when it appears expedient to do so.

**Service and Fee Schedule**
**90 Days At Retail**

**EXHIBIT D – SECOND REVISION**

**Pharmacy Discounts & Fees**

Management or administration of prescription drug benefits selected by the Customer will be performed by CaremarkPCS Health, L.L.C. and/or its affiliates (CVS Caremark), each of which is an affiliated, licensed pharmacy benefit manager.

| | |
|---|---|
| Pricing Arrangement | Pass Through at Retail |
| Network | Aetna National Network |
| Employees | 26,526 |

| RETAIL | |
|---|---|
| | 01/01/2024 |
| Brand Discount | AWP - 20.50% |
| Generic Discount | AWP - 85.40% |
| Dispensing Fee | $0.30 per script |

| MAIL ORDER PHARMACY/MAINTENANCE CHOICE | |
|---|---|
| Mail Benefit Type | Mandatory Maintenance Choice with Opt-Out |
| | 01/01/2024 |
| Brand Discount | AWP - 25.90% |
| Generic Discount | AWP - 89.80% |
| Dispensing Fee | $0.00 per script |

| SPECIALTY PHARMACY | |
|---|---|
| Network | Open Specialty Network |
| Product List | Aetna Specialty Product List |
| | 01/01/2024 |
| Discount | AWP - 22.00% |

| GENERIC DISPENSING RATE (GDR) GUARANTEE | |
|---|---|
| | 01/01/2024 |
| Retail GDR | 88.00% |
| Mail GDR | 87.50% |
| Annual Maximum | $750,000 |

| ADMINISTRATIVE FEES | |
|---|---|
| | 01/01/2024 |
| Admin Fees | $2.00 PEPM |

| CLINICAL PROGRAM FEES/ADMIN FEES ETC. | |
|---|---|
| | 01/01/2024 |
| Drug Savings Review Program | $0.30 PMPM |

## Rebates

| REBATES | |
|---|---|
| Formulary | Aetna Standard Formulary |
| Plan Design | 3 Tier Qualifying |
| Rebate Terms | Customer will receive the following minimum rebate guarantees: |
| | 01/01/2024 |
| Retail | Greater of 100% or $281.38 Per Brand Script |
| Mail Order/Maintenance Choice | Greater of 100% or $789.28 Per Brand Script |
| Specialty Non-Hepatitis C | Greater of 100% or $3,666.88 Per Brand Script |
| Specialty Hepatitis C | Greater of 100% or $20,247.67 Per Brand Script |

## Terms & Conditions

## Additional Disclosures

The Customer acknowledges that the Discounts and Dispensing Fees contained in this exhibit reflects a Transparent or Pass Through pricing arrangement at Retail. Transparent or Pass Through Pricing means the amount charged to the Customer and Plan Participants for network claims shall equal the amount paid to Participating Retail Pharmacy. Maintenance Choice claims dispensed at CVS/pharmacy, if applicable, are exempt from the Transparent Pricing requirements under this Agreement. The amount billed to the Customer will be equal to the amount paid to the participating pharmacies.

Aetna reserves the right to modify its products, services, and fees, and to recoup any costs, taxes, fees, or assessments, in response to legislation, regulation, sub-regulatory guidance or requests of government authorities. Any taxes or fees (assessments) applied to self-funded benefit Plans related to The Patient Protection and Affordable Care Act (PPACA) will be solely the obligation of the Customer. The pharmacy pricing contained herein does not include any such Customer liability.

## Pharmacy Discounts & Fees

Management or administration of prescription drug benefits selected by the Customer will be performed by CaremarkPCS Health, L.L.C. and/or its affiliates (CVS Caremark), each of which is an affiliated, licensed pharmacy benefit manager.

| | |
|---|---|
| Pricing Arrangement | Pass Through at Retail |
| Network | Aetna National Network |
| Employees | 26,526 |

| RETAIL | |
|---|---|
| | 01/01/2024 |
| Brand Discount | AWP - 20.50% |
| Generic Discount | AWP - 85.40% |
| Dispensing Fee | $0.30 per script |

| MAIL ORDER PHARMACY | |
|---|---|
| Mail Benefit Type | Mail Order Pharmacy |
| | 01/01/2024 |
| Brand Discount | AWP - 25.90% |
| Generic Discount | AWP - 89.80% |
| Dispensing Fee | $0.00 per script |

| SPECIALTY PHARMACY | |
|---|---|
| Network | Open Specialty Network |
| Product List | Aetna Specialty Product List |
| | 01/01/2024 |
| Discount | AWP - 22.00% |

| GENERIC DISPENSING RATE (GDR) GUARANTEE | |
|---|---|
| | 01/01/2024 |
| Retail GDR | 88.00% |
| Mail GDR | 87.50% |
| Annual Maximum | $750,000 |

| ADMINISTRATIVE FEES | |
|---|---|
| | 01/01/2024 |
| Admin Fees | $2.00 PEPM |

| CLINICAL PROGRAM FEES/ADMIN FEES ETC. | |
|---|---|
| | 01/01/2024 |
| Drug Savings Review Program | $0.30 PMPM |

## Rebates

| REBATES | |
|---|---|
| Formulary | Aetna Standard Formulary |
| Plan Design | 3 Tier Qualifying |
| Rebate Terms | Customer will receive the following minimum rebate guarantees: |
| | 01/01/2024 |
| Retail | Greater of 100% or $281.38 Per Brand Script |
| Mail Order | Greater of 100% or $789.28 Per Brand Script |
| Specialty Non-Hepatitis C | Greater of 100% or $3,666.88 Per Brand Script |
| Specialty Hepatitis C | Greater of 100% or $20,247.67 Per Brand Script |

### Terms & Conditions

### Additional Disclosures

The Customer acknowledges that the Discounts and Dispensing Fees contained in this agreement reflect a Transparent or Pass Through pricing arrangement at Retail. Transparent or Pass Through Pricing means the amount charged to the Customer and Plan Participants for network claims shall equal the amount paid to Participating Retail Pharmacy. Maintenance Choice claims dispensed at CVS/pharmacy, if applicable, are exempt from the Transparent Pricing requirements under this Agreement. The amount billed to the Customer will be equal to the amount paid to the participating pharmacies.

Aetna reserves the right to modify its products, services, and fees, and to recoup any costs, taxes, fees, or assessments, in response to legislation, regulation, sub-regulatory guidance or requests of government authorities. Any taxes or fees (assessments) applied to self-funded benefit Plans related to The Patient Protection and Affordable Care Act (PPACA) will be solely the obligation of the Customer. The pharmacy pricing contained herein does not include any such Customer liability.

# THIRD AMENDMENT TO AGREEMENT

**THIS THIRD AMENDMENT TO AGREEMENT** is made and entered into as of this 21st day of August, 2024, 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

Aetna Life Insurance Company
(hereinafter referred to as "AETNA"),
whose principal place of business is
261 N. University Drive
Plantation, Florida 33324

**WHEREAS**, SBBC issued a Request for Proposal, identified as RFP FY21-016 - Group Medical Benefits for School Board Employees, dated December 17, 2019 and amended by Addendum Number One dated December 17, 2019, Addendum Number Two dated December 19, 2019, Addendum Number Three dated December 20, 2019, Addendum Number Four dated February 6, 2020 and Addendum Number Five dated February 21, 2020 (hereinafter referred to as "RFP") which is incorporated by reference herein, for the purpose of receiving proposals for Group Medical Benefits for School Board Employees; and

**WHEREAS**, AETNA desired to provide such products and services to the SBBC, offered a proposal dated March 9, 2020 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

**WHEREAS**, the SBBC and AETNA desired to memorialize the terms and conditions of the Agreement to include references to Exhibit A - Administrative Service Agreement, Exhibit B - Administrative Service Fees, Exhibit C – Medical Network Guarantee Discount, Exhibit D - Pharmacy Service and Fee Schedule, Exhibit E - Performance Guarantees – Medical and Pharmacy, Exhibit F – Tri-County Provider Count, Exhibit G - HIPAA Business Associate Agreement, respectively attached as Exhibits A – G to the Agreement; and

**WHEREAS**, SBBC and AETNA entered into an Agreement dated, September 15, 2020; and

**WHEREAS**, SBBC and AETNA desired to amend the initial Agreement, dated September 15, 2020 to memorialize the terms and conditions of the First Amendment to Agreement, dated March 7, 2023 to include reference to Exhibit D-Revised, Pharmacy Services and Fee Schedule; and

**WHEREAS,** SBBC and AETNA desired to amend the initial Agreement, dated September 15, 2020 to memorialize the terms and conditions of the Second Amendment to Agreement dated, September 12, 2023 to include reference to Exhibit B-Revised, Administrative Service Fees; and

**WHEREAS,** SBBC and AETNA desired to amend the First Amendment to Agreement, dated March 7, 2023 to memorialize the terms and conditions of the Second Amendment to Agreement dated, September 12, 2023 to include reference to Exhibit D-Second revision, Pharmacy Services and Fee Schedule; and

**WHEREAS,** SBBC and AETNA desire to amend the Second Amendment to Agreement, dated September 12, 2023 to include reference to Exhibit D-Third revision, Pharmacy Services and Fee Schedule.

**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:

## ARTICLES

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of the Agreement, the term of the Third Amendment to Agreement shall commence on January 1, 2025 and will conclude on December 31, 2025.

3.01 **Cost of Services**. SBBC shall continue to pay AETNA for services rendered under the Second Amendment to Agreement, as outlined in revised Exhibit B dated, September 12, 2023, and the Exhibit D - Third Revision, attached to this Third Amendment to Agreement and second renewal. Aetna also agrees to continue to provide SBBC with 100 percent of SBBC's Pharmacy rebates. Aetna further agrees to continue to provide the Coordination of Benefits services (COB), as part of the Administrative Services Only (ASO) fees and will not charge SBBC a percentage of COB savings.

4.01 **Pharmacy Administrative Fee**. SBBC agrees to continue to pay Aetna $2.00 per employee, per month to administer the Transparent Pricing Model Pharmacy Benefit Management Program, as more fully described in the Exhibit D - Third Revision, attached to this Third Amendment to Agreement.

5.01 **Medical Discount Guarantee**. The Medical Discount Guarantee will remain in effect for January 1, 2025 – December 31, 2025, as more fully outlined in Exhibit C of the original Agreement.

6.01 **Wellness Funds**. Aetna agrees to continue to provide Wellness Funds of $1,500,000 for year five (5) of the second and final one-year renewal option, for the District's Employee Wellness Program.

**ARTICLES cont'd**

7.01 **Audit Funds**. Aetna agrees to continue providing an Audit Fund of $100,000 to be used for a Medical and/or Pharmacy Audit(s) for year five (5) of the second and final one-year renewal option.

8.01 **Order of Precedence Among Documents.** In the event of any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the Parties agree that the order of priority shall be as follows:

| | |
|---|---|
| First: | This Third Amendment to Agreement and its Exhibit D-Third Revision; then |
| Second: | The Second Amendment to Agreement dated, September 12, 2023 and its Exhibits B-Revised and D-Second Revision, then; |
| Third: | The First Amendment to Agreement and its Exhibit D-Revised, dated, March 7, 2023, then; |
| Fourth: | The Agreement and its Exhibits A-G dated, September 15, 2020, then; |
| Fifth: | Addendum Number Five dated, February 21, 2020, then; |
| Sixth: | Addendum Number Four dated February 6, 2020, then; |
| Seventh: | Addendum Number Three dated December 20, 2019, then; |
| Eighth: | Addendum Number Two dated December 19, 2019, then; |
| Ninth: | Addendum Number One dated December 17, 2019, then; |
| Tenth: | RFP FY21-016 – Group Medical Insurance for School Board Employees, then; |
| Eleventh: | The Proposal submitted in response to the RFP by Aetna. |

9.01 **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement shall remain in full force and effect.

10.01 **Authority.** Each person signing this Third Amendment to Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Third 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 Third Amendment to Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Third Amendment to Agreement on the date first above written.

**FOR SBBC**

(Corporate Seal)

ATTEST:

Dr. Howard Hepburn
Superintendent of Schools

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Lori Alhadeff, Chair

Approved as to Form and Legal Content:

_____
Office of the General Counsel

**FOR AETNA**

(Corporate Seal)

ATTEST:

AETNA LIFE INSURANCE COMPANY

By _____
Catherine Aguirre, Executive Director, Public and Labor Sales & Service

_____
Secretary

-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 this 24th day of July 2024 by **Catherine Aguirre of AETNA**, on behalf of the corporation/agency.

He/She is personally known to me or produced _____ as identification and did/did not first take an oath.
Type of Identification

My Commission Expires:

KAREN FULLER
Notary Public - State of Florida
Commission # HH 403036
My Comm. Expires Sep 19, 2027
Bonded through National Notary Assn.

_____
Signature – Notary Public

KAREN FULLER
Printed Name of Notary

(SEAL)

SEPT 19th, 2027
Notary's Commission No.

## Pharmacy Discounts & Fees

Management or administration of prescription drug benefits selected by the Customer will be performed by CaremarkPCS Health, L.L.C. and/or its affiliates (CVS Caremark), each of which is an affiliated, licensed pharmacy benefit manager.

| | |
|---|---|
| Pricing Arrangement | Pass Through at Retail |
| Network | Aetna National Network |
| Employees | 26,397 |

| RETAIL | |
|---|---|
| | 01/01/2025 |
| Brand Discount | AWP - 20.00% |
| Generic Discount | AWP – 86.10% |
| Dispensing Fee | $0.30 per script |

| MAIL ORDER PHARMACY/MAINTENANCE CHOICE | |
|---|---|
| Mail Benefit Type | Mandatory Maintenance Choice with Opt Out |
| | 01/01/2025 |
| Brand Discount | AWP – 20.00% |
| Generic Discount | AWP – 91.80% |
| Dispensing Fee | $0.00 per script |

| SPECIALTY PHARMACY | |
|---|---|
| Network | Specialty Network |
| Product List | Aetna Specialty Product List |
| | 01/01/2025 |
| Discount | AWP – 22.25% |

| GENERIC DISPENSING RATE (GDR) GUARANTEE | |
|---|---|
| | 01/01/2025 |
| Retail GDR | 84.50% |
| Mail GDR | 86.50% |
| Annual Maximum | $750,000 |

| ADMINISTRATIVE FEES | |
|---|---|
| | 01/01/2025 |
| Admin Fees | $2.00 PEPM |

## Rebates

| REBATES | |
|---|---|
| Formulary | Aetna Standard Formulary |
| Plan Design | 3 Tier Qualifying *(In Force Today) |
| Rebate Terms | Customer will receive the following minimum rebate guarantees: |
| | **01/01/2025** |
| Retail | Greater of 100% or $335.68 Per Brand Script |
| Mail Order/Maintenance Choice | Greater of 100% or $819.26 Per Brand Script |
| Specialty Non-Hepatitis C | Greater of 100% or $3,735.99 Per Brand Script |
| Specialty Hepatitis C | Greater of 100% or $19,571.46 Per Brand Script |

## Terms & Conditions

- The above rebate guarantees exclude:
  - Over the Counter (OTC) Claims
  - Exclusive Distribution and limited distribution drug (LDD) Claims
  - Any other Claim identified as having received 340B program wholesale pricing
  - Compound Drug Claims
  - Paper or Member Submitted Claims
  - Coordination of Benefits (COB) or secondary payor Claims
  - Vaccine and vaccine administration Claims

**Rebate Payment Terms**

Rebates are paid on Prescription Drugs dispensed by Participating Pharmacies and covered under Customer's Plan. Rebates are not available for Claims arising from Participating Pharmacies dispensing Prescription Drugs subject to either their (i) own manufacturer Rebate contracts or (ii) participation in the 340B Drug Pricing Program codified as Section 340B of the Public Health Service Act or other Federal government pharmaceutical purchasing program. The Customer shall adopt the formulary indicated in the rebates section of this Service and Fee Schedule in order to be eligible to receive Rebates.

When remitting and reconciling minimum rebate guarantees, Aetna may add Rebate Credit value to the total rebates remitted to your Plan for each respective rebate component. Rebate Credits shall consist of (i) the differential between the Wholesale Acquisition Cost (WAC) of any Biosimilar Claim processed, and the WAC of the reference Specialty Brand Drug, subject to the below cap, and/or (ii) the value of price reductions for rebateable products that have experienced a WAC decrease, measured as the differential

between the Baseline WAC of the product and the WAC of the product when the Claim is adjudicated, subject to the below cap. The Baseline WAC will be the WAC of the product prior to a reduction in WAC or, as applicable, for Biosimilars, the Baseline WAC will be the WAC of the Reference Brand Drug at the time the Biosimilar is added to the Formulary.

In no way will the Rebate Credit exceed the Baseline Rebate less the earned Rebates on either the Biosimilar Claim or the rebateable product that has experienced a WAC decrease. Baseline Rebate is calculated as follows: In the year, the price reduction occurred, Baseline Rebate will be the Rebate prior to the WAC reduction or, as applicable, for Biosimilars the Baseline Rebate will be the earned Rebate for the Reference Brand Drug at the time the Biosimilar is added to the Formulary. In subsequent years, the Baseline Rebate will increase over the prior year Baseline Rebate at the WAC inflation rate of the GPI subclass (GPI-6) of the applicable product. The following products will be eligible for the Rebate Credit: (1) Any Biosimilar product processed where Humira or Stelara are the reference Brand Drug; (2) any Anti-Diabetic product that experienced a WAC decrease; and (3) any other products as mutually agreed by Customer and Aetna. Aetna will notify Customer of any applicable product that qualifies for Rebate Credits and upon mutual agreement from Customer, as required, will be added to list of products eligible for the Rebate Credit. Aetna shall provide reporting upon Customer request demonstrating the net-cost impact in the therapeutic category.

Additional 340B reconciliation and true-up may occur post annual minimum Rebate guarantee reconciliation.

# Enjoy lower out-of-pocket costs

**Get the most out of your drug coverage by choosing value drugs with a reduced copay.**
2025 Aetna Value Drugs

aetna®

892756-01-07 (1/25)

2428

# Aetna Value Drugs

| Category | Generic medicine | |
|---|---|---|
| **Anticoagulants** | *jantoven tabs 1 mg*<br>*jantoven tabs 10 mg*<br>*jantoven tabs 2 mg*<br>*jantoven tabs 2.5 mg*<br>*jantoven tabs 3 mg*<br>*jantoven tabs 4 mg*<br>*jantoven tabs 5 mg*<br>*jantoven tabs 6 mg*<br>*jantoven tabs 7.5 mg* | *warfarin tabs 1 mg*<br>*warfarin tabs 10 mg*<br>*warfarin tabs 2 mg*<br>*warfarin tabs 2.5 mg*<br>*warfarin tabs 3 mg*<br>*warfarin tabs 4 mg*<br>*warfarin tabs 5 mg*<br>*warfarin tabs 6 mg*<br>*warfarin tabs 7.5 mg* |
| **Antidepressants** | *citalopram hydrobromide tabs 10 mg*<br>*citalopram hydrobromide tabs 20 mg*<br>*citalopram hydrobromide tabs 40 mg*<br>*fluoxetine hcl caps 10 mg*<br>*fluoxetine hcl caps 20 mg*<br>*fluoxetine hcl caps 40 mg*<br>*paroxetine hcl tabs 10 mg* | *paroxetine hcl tabs 20 mg*<br>*paroxetine hcl tabs 30 mg*<br>*paroxetine hcl tabs 40 mg*<br>*sertraline hcl tabs 100 mg*<br>*sertraline hcl tabs 25 mg*<br>*sertraline hcl tabs 50 mg* |
| **Antidiabetic** | *glimepiride tabs 1 mg*<br>*glimepiride tabs 2 mg*<br>*glimepiride tabs 4 mg*<br>*glipizide er tb24 10 mg*<br>*glipizide er tb24 2.5 mg*<br>*glipizide er tb24 5 mg*<br>*glipizide tabs 10 mg*<br>*glipizide tabs 5 mg*<br>*glipizide xl tb24 10 mg*<br>*glipizide xl tb24 2.5 mg*<br>*glipizide xl tb24 5 mg*<br>*glipizide/metformin hcl tabs 2.5-250 mg*<br>*glipizide/metformin hcl tabs 2.5-500 mg*<br>*glipizide/metformin hcl tabs 5 mg-500mg*<br>*glyburide micronized tabs 3 mg*<br>*glyburide micronized tabs 6 mg* | *glyburide tabs 1.25 mg*<br>*glyburide tabs 2.5 mg*<br>*glyburide tabs 5 mg*<br>*glyburide/metformin hcl tabs 1.25-250mg*<br>*glyburide/metformin hcl tabs 2.5-500 mg*<br>*glyburide/metformin hcl tabs 5 mg-500mg*<br>*metformin hcl er tb24 500 mg*<br>*metformin hcl tabs 1000 mg*<br>*metformin hcl tabs 500 mg*<br>*metformin hcl tabs 850 mg*<br>*nateglinide tabs 120 mg*<br>*nateglinide tabs 60 mg*<br>*pioglitazone hcl tabs 15 mg*<br>*pioglitazone hcl tabs 30 mg*<br>*pioglitazone hcl tabs 45 mg* |
| **Antihyperlipidemic** | *atorvastatin calcium tabs 10 mg*<br>*atorvastatin calcium tabs 20 mg*<br>*atorvastatin calcium tabs 40 mg*<br>*atorvastatin calcium tabs 80 mg*<br>*gemfibrozil tabs 600 mg*<br>*lovastatin tabs 10 mg*<br>*lovastatin tabs 20 mg*<br>*lovastatin tabs 40 mg*<br>*pravastatin tabs 10 mg*<br>*pravastatin tabs 20 mg*<br>*pravastatin tabs 40 mg* | *pravastatin tabs 80 mg*<br>*rosuvastatin calcium tabs 10 mg*<br>*rosuvastatin calcium tabs 20 mg*<br>*rosuvastatin calcium tabs 40 mg*<br>*rosuvastatin calcium tabs 5 mg*<br>*simvastatin tabs 10 mg*<br>*simvastatin tabs 20 mg*<br>*simvastatin tabs 40 mg*<br>*simvastatin tabs 5 mg*<br>*simvastatin tabs 80 mg* |

**Health benefits and health insurance plans are offered, administered and/or underwritten by Aetna Health Inc., Aetna Health Insurance Company of New York, Aetna Health Assurance Pennsylvania Inc., Aetna Health Insurance company and/or Aetna Life Insurance Company (Aetna). In Florida, by Aetna Health Inc. and/or Aetna Life Insurance Company. In Utah and Wyoming by Aetna Health of Utah Inc. and Aetna Life Insurance Company. In Maryland, by Aetna Health Inc., 151 Farmington Avenue, Hartford, CT 06156. Each insurer has sole financial responsibility for its own products. Pharmacy benefits are administered by an affiliated pharmacy benefit manager, CVS Caremark. Aetna® is part of the CVS Health® family of companies.**

| Category | Generic medicine | |
|---|---|---|
| **Antihypertensive** | *amlodipine/benaz caps*<br>*amlodipine/benazepril hcl caps 10 mg-20mg*<br>*amlodipine/benazepril hcl caps 10 mg-40mg*<br>*amlodipine/benazepril hcl caps 2.5mg-10mg*<br>*amlodipine/benazepril hcl caps 5 mg-10 mg*<br>*amlodipine/benazepril hcl caps 5 mg-20 mg*<br>*amlodipine/benazepril hcl caps 5 mg-40 mg*<br>*amlodipine/valsartan tabs*<br>*amlodipine/valsartan tabs 10mg-160mg*<br>*amlodipine/valsartan tabs 10mg-320mg*<br>*amlodipine/valsartan tabs 5 mg-160mg*<br>*amlodipine/valsartan tabs 5 mg-320mg*<br>*benazepril hcl tabs 10 mg*<br>*benazepril hcl tabs 20 mg*<br>*benazepril hcl tabs 40 mg*<br>*benazepril hcl tabs 5 mg*<br>*benazepril hcl/hctz tabs 10-12.5mg*<br>*benazepril hcl/hctz tabs 20 mg-25mg*<br>*benazepril hcl/hctz tabs 20-12.5 mg*<br>*benazepril hcl/hctz tabs 5-6.25mg*<br>*bisoprolol fumarate/hctz tabs*<br>*bisoprolol fumarate/hctz tabs 10-6.25mg*<br>*bisoprolol fumarate/hctz tabs 2.5-6.25mg*<br>*bisoprolol fumarate/hctz tabs 5-6.25mg*<br>*bisoprolol fumarate/hydro tabs 10-6.25mg*<br>*bisoprolol fumarate/hydro tabs 2.5-6.25mg*<br>*bisoprolol fumarate/hydro tabs 5-6.25mg*<br>*candesartan cilexetil tabs 16 mg*<br>*candesartan cilexetil tabs 32 mg*<br>*candesartan cilexetil tabs 4 mg*<br>*candesartan cilexetil tabs 8 mg*<br>*captopril tabs 100 mg*<br>*captopril tabs 12.5 mg*<br>*captopril tabs 25 mg*<br>*captopril tabs 50 mg*<br>*clonidine hcl tabs 0.1 mg*<br>*clonidine hcl tabs 0.2 mg*<br>*clonidine hcl tabs 0.3 mg*<br>*enalapril tabs 10 mg*<br>*enalapril tabs 2.5 mg*<br>*enalapril tabs 20 mg*<br>*enalapril tabs 5 mg*<br>*enalapril/hctz tabs 10 mg-25mg*<br>*enalapril/hctz tabs 5mg-12.5mg*<br>*fosinopril tabs 10 mg*<br>*fosinopril tabs 20 mg*<br>*fosinopril tabs 40 mg*<br>*fosinopril/hctz tabs 10-12.5mg*<br>*fosinopril/hctz tabs 20-12.5 mg*<br>*hydralazine hcl tabs 25 mg*<br>*irbesartan/hctz tabs 150-12.5mg* | *irbesartan/hctz tabs 300-12.5mg*<br>*irbesartan tabs 75 mg*<br>*irbesartan tabs 150 mg*<br>*irbesartan tabs 300 mg*<br>*lisinopril tabs 5 mg*<br>*lisinopril/hctz tabs*<br>*lisinopril/hctz tabs 10-12.5mg*<br>*lisinopril/hctz tabs 20 mg-25mg*<br>*lisinopril/hctz tabs 20-12.5 mg*<br>*lisinopril tabs 2.5 mg*<br>*lisinopril tabs 20 mg*<br>*lisinopril tabs 30 mg*<br>*lisinopril tabs 40 mg*<br>*losartan potassium tabs 100 mg*<br>*losartan potassium tabs 25 mg*<br>*losartan potassium tabs 50 mg*<br>*losartan potassium/hctz tabs*<br>*losartan potassium/hctz tabs 100-12.5mg*<br>*losartan potassium/hctz tabs 100mg-25mg*<br>*losartan potassium/hctz tabs 50-12.5 mg*<br>*quinapril hcl tabs 10 mg*<br>*quinapril hcl tabs 20 mg*<br>*quinapril hcl tabs 40 mg*<br>*quinapril hcl tabs 5 mg*<br>*quinapril/hctz tabs 10-12.5mg*<br>*quinapril/hctz tabs 20 mg-25mg*<br>*quinapril/hctz tabs 20-12.5 mg*<br>*ramipril caps 1.25 mg*<br>*ramipril caps 10 mg*<br>*ramipril caps 2.5 mg*<br>*ramipril caps 5 mg*<br>*telmisartan tabs 20 mg*<br>*telmisartan tabs 40 mg*<br>*telmisartan tabs 80 mg*<br>*terazosin hcl caps 1 mg*<br>*terazosin hcl caps 10 mg*<br>*terazosin hcl caps 2 mg*<br>*terazosin hcl caps 5 mg*<br>*trandolapril tabs 1 mg*<br>*trandolapril tabs 2 mg*<br>*trandolapril tabs 4 mg*<br>*valsartan tabs 160 mg*<br>*valsartan tabs 320 mg*<br>*valsartan tabs 40 mg*<br>*valsartan tabs 80 mg*<br>*valsartan/hctz tabs*<br>*valsartan/hctz tabs 160-12.5mg*<br>*valsartan/hctz tabs 160mg-25mg*<br>*valsartan/hctz tabs 320-12.5mg*<br>*valsartan/hctz tabs 320mg-25mg*<br>*valsartan/hctz tabs 80-12.5mg* |

| Category | Generic medicine | |
|---|---|---|
| **Beta Blockers** | *atenolol tabs 100 mg*<br>*atenolol tabs 25 mg*<br>*atenolol tabs 50 mg*<br>*carvedilol tabs 12.5 mg*<br>*carvedilol tabs 25 mg*<br>*carvedilol tabs 3.125 mg*<br>*carvedilol tabs 6.25 mg*<br>*metoprolol succinate er tb24 100 mg*<br>*metoprolol succinate er tb24 200 mg*<br>*metoprolol succinate er tb24 25 mg*<br>*metoprolol succinate er tb24 50 mg*<br>*metoprolol tartrate tabs 100 mg* | *metoprolol tartrate tabs 25 mg*<br>*metoprolol tartrate tabs 50 mg*<br>*propranolol hcl tabs 10 mg*<br>*propranolol hcl tabs 20 mg*<br>*propranolol hcl tabs 40 mg*<br>*propranolol hcl tabs 80 mg*<br>*sorine tabs 120 mg*<br>*sorine tabs 80 mg*<br>*sotalol hcl (af) tabs 120 mg*<br>*sotalol hcl tabs 120 mg*<br>*sotalol hcl tabs 80 mg* |
| **Calcium Blockers** | *amlodipine tabs 10 mg*<br>*amlodipine tabs 2.5 mg*<br>*amlodipine tabs 5 mg*<br>*diltiazem hcl tabs 120 mg*<br>*diltiazem hcl tabs 30 mg*<br>*diltiazem hcl tabs 60 mg* | *diltiazem hcl tabs 90 mg*<br>*verapamil hcl er tbcr 120 mg*<br>*verapamil hcl tabs 120 mg*<br>*verapamil hcl tabs 40 mg*<br>*verapamil hcl tabs 80 mg* |
| **Diuretics** | *amiloride/hctz tabs 5 mg-50 mg*<br>*furosemide tabs 20 mg*<br>*furosemide tabs 40 mg*<br>*furosemide tabs 80 mg*<br>*hctz caps 12.5 mg*<br>*hctz tabs 25 mg*<br>*hctz tabs 50 mg* | *spironolactone tabs 25 mg*<br>*spironolactone tabs 50 mg*<br>*spironolactone tabs 100 mg*<br>*triamterene/hctz caps 37.5-25 mg*<br>*triamterene/hctz tabs 37.5-25 mg*<br>*triamterene/hctz tabs 75 mg-50mg* |

This is not a complete list of drugs covered under your plan. Check your plan documents for coverage information. Your plan may not cover certain drugs to treat conditions such as infertility, erectile dysfunction, and weight loss. To check coverage and copay information for a specific medicine, log into your member website. If you're still not sure whether your plan benefits include coverage, call the toll-free number on the back of your ID card. Diabetic Supplies may be covered under your medical plan.

Void where prohibited by law. Void in the State of Connecticut.

Information is believed to be accurate as of the production date; however, it is subject to change.

**Policy forms issued in Missouri include:** AL HGrpPol 07, AL SG HGrpPol-1A 01, HI HGrpAg 05, HI GrpAgAmend-2022 01, HO HGrpPol 04, HO GrpPolAmend-2022 01, HI SG HGrpAg-1A 01. AL IVL HPOL-1A-2024-EPO-HIX 03, AL IVL SOB 1A EPO HIX 03, AL IVL HPOL-1A-2024-EPO 03, AL IVL SOB 1A EPO 03.

**Policy forms issued in Oklahoma include:** AL SG HGrpPol-1A 01, AL SG HCOC-2024-PPO 08, AL SG SOB PPO 14052798 08, HI SG HGrpAg-1A 01, HI SG HCOC-2024 08, HI SG SOB HMO 14052797 08, AL HGrpPol 07 AL HCOC 11, AL HSOB 09, AL HSOBNM 09, HI HGrpAg 06, HC HCOC 10, HC HSOB 09.

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892756-01-07 (1/25)

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Quality health plans & benefits
Healthier living
Financial well-being
Intelligent solutions

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# Standard Medical Claim Repricing File

# Record Layout

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**Standard Repricing File for ACAS claims**

Text file, pipe delimited. Include headers for fields.
Control report to include total record count and total eligible amount.
Medical data only, Aetna primary only and under 65 members only

**Output fields:**

| FIELD NAME | FIELD DESCRIPTION | SASCODE NAME |
|---|---|---|
| Claim Id | Claim id from the claim system | srcclmid |
| DWH Member ID | The data warehouse member (claimant) id. This field is unique to an individual. | |
| DWH Employee ID | The data warehouse id associated with the subscriber (employee). | |
| Claim Processed Date | Date the claim was processed | adjndt |
| Claim Incurred Year | Year claim was incurred | srvst |
| Service Category | Categorizes place and provider type of claim. Valid values: professional, inpatient, outpatient | class,spc →srvcat |
| TIN | Servicing provider tax identification number | tin |
| Provider Name | Name of servicing provider or facility | provname |
| Provider City | Servicing provider city | provcity |
| Provider State | Servicing provider 2-letter state postal code | provst |
| Provider Zip Code | Servicing provider zip code | provzip |
| Member Zip Code | Member zip code | mbrzip |
| DRG Code | DRG code | drg |
| Primary Diagnosis Code | Primary diagnosis code | icd |
| Secondary Diagnosis Code | Secondary diagnosis code | icd2 |
| Tertiary Diagnosis Code | Tertiary diagnosis code | icd3 |
| Revenue Code | Revenue code (standard code set) | revcd |
| Procedure Code | Procedure code (may be CPT4, HCPC, etc.) | cpt |
| Procedure Code Modifier | Procedure code modifier | prcmod |
| Eligible Amount | Sometimes referred to as "Covered Charges." Eligible Billed Charges = (Submitted Charges less Ineligible Charges) before application of fee schedules or contractual reimbursement provisions | elig |
| Place of Service | The Aetna defined place or setting in which health care treatment was rendered. | plc_srv_cd |
| Servicing Specialty Category Code | High-level categorization of the servicing provider's specialty. | srv_spclty_ctg_cd |

| Place of Service | Description |
|---|---|
| C | Clinic |
| E | Emergency Room |

| | |
|---|---|
| H | Home |
| I | Inpatient |
| O | Outpatient |
| S | Short Procedure Unit |
| U | Unknown |

| **Servicing Specialty Category Code** | **Description** |
|---|---|
| VLAB | Laboratory |
| VPTH | Pathology |
| VRAD | Radiology |
| WBHP | Behavioral Health Program |
| WDI | Dialysis Center |
| WLAB | Laboratory Center |
| WRAD | Radiology Center |
| WSD | Sleep Diagnostic Center |
| WASF | Ambulatory Surgical Facility |
| WBTH | Birthing Center |
| WCH | Childrens Hospital |
| WHOS | Acute Short Term Hospital |
| WBHF | Behavioral Health Facility |
| WSA | Substance Abuse Facility |
| WHSP | Hospice Facility |
| WLTC | Long Term Care Facility |
| WOTF | Oncology Treatment Facilty |
| WREH | Rehabilitation Facility |
| WWW | Other Treatment Center |
| A | Allergy/Immunology |
| C | Cardiology |
| D | Dermatology |
| E | Endocrinology |
| FP | Family Practice |
| G | Gastroenterology |
| H | Hematology/Oncology |
| I | Internal Medicine |
| II | Infectious Disease |
| MG | Medical Genetics |
| N | Nephrology |
| NE | Neurology |
| NN | Neonatology |
| OP | Optometry |
| P | Pediatrics |
| PD | Pulmonary/Critical Care |
| PY | Mental Health Provider |
| RH | Rheumatology |
| VER | Emergency Physician |
| VICU | Critical Care Physician |
| VPRE | Preventive/Occupational Physician |
| VRH | Physicial Medicine |
| VUUU | Ancillary/Hospital-Based |

| | |
|---|---|
| OG | Obstetrics/Gynecology |
| CS | Cardiothoracic Surgery |
| DC | Dentistry |
| EN | Otolaryngology |
| NS | Neurosurgery |
| O | Ophthalmology |
| OR | Orthopedics |
| OS | Oral Surgery |
| PS | Plastic Surgery |
| S | Surgery |
| U | Urology |
| VS | Vascular Surgery |
| RO | Radiation Therapy |
| VANE | Anesthesia |
| VVCH | Chiropractor |
| VVDM | Durable Medical Equipment |
| VVDT | Dietician |
| VVHC | Home Health Care Agency |
| VVMH | Mental Health Professional |
| VVMW | Midwife |
| VVNP | Nurse Practitioner |
| VVPA | Physician Assistant |
| VVPD | Podiatrist |
| VVPM | Pharmacist |
| VVRH | Physical Rehabilitation Professional |
| VVTP | Transportation |
| VVVV | Health Care Professionals-Other |
| XXX | Not Mapped |
| ZZZZ | Not Mapped |

Status: ADDED ITEM

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | OO. Operations |
| **DEPARTMENT:** | Procurement & Logistics Operations |

| | |
|---|---|
| Agenda Item Number: | OO-13. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**AGR26-111 - Software & Tracking System, American DataBank, LLC ADDED**

**REQUESTED ACTION:**

**Approve the Agreement between The School Board of Broward County, Florida (SBBC), and American DataBank, LLC (ADB), and the spending authority in the amount of $250,000. 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:**

$250,000. The price is based per student, and schools are invoiced directly for the use of this screening system. The source of funds is Career and Professional Education (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 Feb 24, 2026

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

Approved in Open Board Meeting On: March 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**
**AGR26-111 - Software & Tracking System, American DataBank, LLC**

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**Board Meeting Date: March 10, 2026**

**Requested Action:**
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and American DataBank, LLC (ADB), and the spending authority in the amount of $250,000.

**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":** ADB will continue to provide access to software and database for tracking and reviewing health records for health science students to complete clinical experiences with affiliated agencies.
**- If the School Board votes "No":** ADB will no longer continue to provide access to software and database for tracking and reviewing health records for health science students to complete clinical experiences with affiliated agencies.

**Background/History:**
The Complio system is a proprietary software system and database that facilitates the tracking and reviewing of individual health records and background screening reports of students who participate in healthcare and emergency medical clinical experiences. Memorial Healthcare System and Broward Health require Health Science students to be onboarded into the Complio system to participate in clinical experiences at their facilities.

Agreement Term: March 10, 2026, through February 28, 2029; Emerging/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:**
During the term of this Agreement, health care and emergency medical services students who elect to complete their clinical experiences at an ADB agency will be able to complete their background checks and health screenings using the Complio System. Immediate Return on Investment is one hundred percent (100%)of these students will be onboard utilizing this system.

**Financial Impact, Funding Source & Budget Status:**
The requested spending authority is $250,000. The price is based per student, and schools are invoiced directly for the use of this screening system. The source of funds is Career and Professional Education (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 | 3/10/2026 | Yes (for FY2025-26 only)<br>*No (for FY2026-27)*<br>*and*<br>*No (for FY2027-28)* | Cape Funds<br>2715097810<br>Fund: 1000 | FY 2025-2026<br>$83,500<br>*FY 2026-2027*<br>*$83,500*<br>*FY 2027-2028*<br>*$83,000* | 36 |
| **Total Agreement Amount** | | | | **$250,000** | |

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. In the best interests of the District, a multi-term Agreement locks in the price for a three (3) year term, with two (2) additional one (1) year renewal periods.

**Agreement Term:** March 10, 2026, through February 28, 2029; Small/Minority/Veterans/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 health science and emergency medical services program access, ensuring equitable opportunities for students across the district to pursue healthcare and first responders' 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 allowed to show interest in bringing these programs to their schools. Because schools are incurring the cost of the program, there was no prioritization in school selection.

**Stakeholder Engagement/ End-User Input:**
There is no survey required because the healthcare agencies require the background and drug screening platform to complete their clinical hours per the state Career and Technical Education frameworks.

**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):** | AGR26-111 | **Preparation Date:** | January 12, 2026 |
| **Previous Bid # (Ex: 10-004R):** | FY22-236 | **Buyer/PA:** | DAISY C HERNANDEZ |
| **New Bid Award Total:** | $250,000 | **Bid Title:** | Softward & Tracking System, American DataBank, LLC |
| **Previous Award Total:** | $132,000 | | |
| **Bid Type:** | NEW BID | | |
| **Previous Bid Term (Start Date):** | | **New Bid Term (In Months):** | 36 |
| **Previous Bid Term (End Date):** | | **# 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:** | PLEASE SEE NOTES SECTION |
| **Unused Authorized Spending:** | **$132,000** |
| **Est. Forecasted Spend (For Entire Bid Term):** | **PLEASE SEE NOTES SECTION** |

| VENDOR INFORMATION | | |
|---|---|---|
| **Awarded Vendors:** | **M/WBE Status (If applicable):** | **Spend:** |
| 136438-AMERICAN DATABANK, LLC | | |
| | **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** | Career, Technical, Adult, & Community Education (CTACE) |
| **Commitment Item** | 53970000 | **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.**

**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

**AMERICAN DATABANK, LLC**
(hereinafter referred to as "ADB"),
whose principal place of business is
700 17th Street, 10th Floor, Denver, Colorado 80202

A. **WHEREAS,** ADB is a provider of a proprietary software called Complio, that is utilized for tracking and reviewing individual health records and background screening reports of participating students; and

B. **WHEREAS**, SBBC needs a software system to perform the functions Complio offers; and

C. **WHEREAS**, this Agreement sets forth the material terms and conditions under which ADB will license Complio to SBBC and develop for SBBC use a unique website and software system for tracking and reviewing individual health records and background screening reports of participating students (hereinafter the "System"); and

D. **WHEREAS**, 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, computer software, and for 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**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on June 30, 2029, unless terminated earlier pursuant to section 3.5 of this Agreement. The term of the Agreement may, by mutual agreement between SBBC and ADB, be extended for two (2) additional one (1) year periods.

2.2 **Description of Goods and Services**. ADB shall provide the following:

2.2.1 **Immunization Tracking Services ("ITS")**. The Complio System tracks and manages immunizations and other requirements requested by SBBC, using a rules-based for compliance tracking purposes. Additional pricing information may be found in Exhibit A.

2.2.2 **Background Screening Services**.

2.2.2.1 ADB will design, develop, and build for SBBC a unique, customized System to manage background searches and related screening done for students. Employees will use a different order process separate from the order process used by students.

2.2.2.2 ADB shall compile the contents of the information it collects from the data sources outlined in Addendum #1 in a report that discloses relevant information in a manner consistent with applicable laws. Said report may include information about the student's character, general reputation, personal characteristics and/or mode of living, employment history, work experience, work performance, criminal history records, appearance on sexual offender's lists, motor vehicle records, military records, educational verification, license verification, credit history, government exclusion lists, OIG, GSA, FBI finger printing, and drug testing or other background checks (hereafter, a "Search Report").

2.2.3 **Integration Services**. If requested, ADB will work with SBBC and its information system partners ("Integration Partners") to develop customized systems that integrate the Complio platform with existing SBBC systems so that Health Records, Screening Reports and other information updates available in Complio are also available to students and SBBC by means of single-sign-on or other form of integrated access. If additional integration services are needed, ADB and SBBC may opt to amend this Agreement through written amendment executed by the parties to include any additional integration services so long as they meet all required district policies and prerequisites. In many cases ADB will have previous experience with SBBC's existing systems so little or no development time will be required.

2.2.4 **Customized Notifications; Responsibility for Ordering**. If requested by SBBC, ADB may from time to time take reasonable steps to build customized tools within the Complio System to track expiration dates and notify students automatically that they are out of compliance with Screening rules or Health-Record Tracking rules established by SBBC. The start date and duration of any such compliance expiration rules and notifications shall be communicated clearly in writing by SBBC to ADB before ADB commences development work on the related tools. Responsibility for the correct ordering of ADB services lies exclusively with students using the System. SBBC agrees to make advisors available to counsel students on what ADB services should be ordered and when those services should be ordered. SBBC agrees that ADB shall not have responsibility or liability for notifying or counseling students on what service to order at what time.

2.3 **Cost and Payment**.

2.3.1 Costs.

2.3.1.1 **Costs for Immunization Tracking Service (ITS)**. Upon a student's account setup, and upon subsequent access by students and SBBC to the Complio System and its document storage features, SBBC agrees to pay ADB, or ensure that its students pay ADB, an initial Compliance Process Fee. The initial Compliance Process Fee shall be $10.00 per student for up to two (2) tracking requirements (ITS, Background Screening, or Drug Screening). Additional tracking requirements beyond two (2) will incur a $2.00 fee per tracking requirement.

2.3.1.2 **Costs for Background Screening Services**.
SBBC or students shall pay $60.00 for a Level I Background Check, and $75.00 for a Level II background screening report. Prices are subject to change to reflect increases in court fees and other third-party charges not under ADB control. A 10-Panel Drug Screening service may be requested by a student for an additional $38.00. If a student does not obtain a drug screening report in five (5) calendar days or uses a provider other than in-network Quest or LabCorp facility, additional expenses may be incurred. Additional pricing information may be found in Exhibit B.

2.3.1.3 **Drug Testing Fees**. ADB's drug testing fees are based on using ADB's authorized network of drug testing sites. If a student elects to be tested outside of the authorized network, additional testing fees, plus $10.00 handling fee, will be incurred which shall be paid by the student, if the student doesn't go to an approved ADB site

for same. If these additional fees are not paid, the student's Complio account may be suspended.

2.3.1.4 **Fees**. The fees set forth in the Exhibits and Addenda to this Agreement may be adjusted annually by ADB to reflect changes in its operational costs. For any such adjustments, ADB will notify SBBC at least ninety (90) days before it takes effect to allow SBBC sufficient time to review and determine whether to accept the adjustment or choose to terminate this Agreement.

2.3.2 Payment**.**

2.3.2.1 Subsequent to the Effective Date of this Agreement, SBBC will issue appropriate purchase orders to VENDOR.

2.3.2.2 VENDOR shall submit proper and appropriate invoices to the following address:

The School Board of Broward County, Florida
Accounting and Financial Reporting Department
Attn: Accounts Payable
600 Southeast 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301

2.3.2.3 VENDOR shall issue proper and appropriate invoices that contain reference to the services provided to SBBC under this Agreement and the respective cost listed in Table 1.

2.3.2.4 SBBC will make payment to VENDOR within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

TABLE 1

| Package | Price | Payment Method | Description |
|---|---|---|---|
| Level I Background Check Package | $60.00 | SBBC OR Student / Self Pay | Florida Statewide Record Search, Sex Offender Search, Office Inspector General Report, Employment Verification. |
| Level II Background Check Package | $75.00 | SBBC OR Student / Self Pay | VECHS Fingerprinting, Office Inspector General Report, Employment Verification |
| Clinical Rotation Tracking Tool | $10.00 | SBBC OR Student / Self Pay | Clinical rotation compliance tracking tool. |

| | | | |
|---|---|---|---|
| 10 Panel Drug Screening Package | $38.00 | SBBC OR Student / Self Pay | Drug screening for Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Methadone, Methaqualone, Propoxyphene, Marijuana |
| Compliance Tracking Tool | $10.00 | SBBC OR Student / Self Pay | Tracking tool to manage compliance with school requirements. |
| Clinical Rotation Tracking Tool with Review | $25.00 | SBBC OR Student / Self Pay | Tracking tool to monitor clinical rotation compliance with review from ADB. |

2.4 **SBBC Disclosure of Education Records.**

2.4.1 SBBC students will provide ADB with the education records listed in this section for the following purpose:

2.4.1.1 For ADB to screen health science students via the Complio System, to clear students to participate in health/medical clinical experiences in healthcare facilities.

2.4.2 SBBC students may provide ADB with the following information via ADB's Complio System:

2.4.2.1 First Name
2.4.2.2 Last Name
2.4.2.3 Gender
2.4.2.4 Date of Birth
2.4.2.5 Social Security Number
2.4.2.6 Email Address
2.4.2.7 Home Address
2.4.2.8 Phone Number
2.4.2.9 School Name
2.4.2.10 Immunization Records
2.4.2.11 Driver's License or State Identification
2.4.2.12 CPR Card
2.4.2.13 Proof of Health Insurance
2.4.2.14 Level 1 and Level 2 Background Checks for students 18 years and older
2.4.2.15 Ten (10) Panel Drug Screening for students 18 years and older
2.4.2.16 Information needed for enrollment and/or requested by facility.

2.4.3 SBBC will obtain written consent from each student's parent/guardian or each student aged 18 or older prior to disclosing the education records listed in this section. See **Exhibit D** (Consent to Disclose SBBC Education Records to ADB).

2.4.4 The requirements of this section shall supersede any uses and disclosures of education records as listed in ADB's privacy policies and Terms of Use if any.

2.5 **ADB Safeguarding the Confidentiality of Education Records.**

2.5.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, ADB 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;

2.5.1.4 notify SBBC Privacy Officer within one (1) business day 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, ADB 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 IT Security Assistant Director within one (1) business day 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 within thirty (30) days following the termination of ADB's Services, all education records to SBBC (at no additional cost and in a format that is mutually agreed to in writing by the Parties) 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, unless (i) ADB is required by state or federal law to retain information for a longer period of time, in which case ADB shall retain a copy subject to confidentiality and use restrictions stated in this Agreement, or (ii) following SBBC's Notice to ADB, of a retention requirement of a clinic with whom records have been shared. 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. ADB shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC

and its officers and employees for ADB's 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 proximately 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. For the avoidance of doubt, ADB shall direct students or parents who seek access to contact SBBC. SBBC shall have the exclusive responsibility to provide students or their parents with any annual notices required by Section 1002.22(2)(e), Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

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 **ADB Re-Disclosure of SBBC Education Records**.

2.6.1 ADB will re-disclose selected education records listed in this Agreement to its third-party recipients for the purposes listed:

| |
|---|
| 1.Healthcare providers offering students clinical experiences (to enroll students) |
| 2. County & State Clerk of Courts (criminal background check-varies by student<br>a. County Courts<br>b. State Courts<br>c. Vendors of State courts paid to maintain court records<br>d. Agents employed to access court terminals where no online records are available |
| 3. United States Department of Health and Human Services<br>Office of the Inspector General (background check) |
| 4. Nationwide Sex Offender Search (background check)<br>Dru Sjodin National Sex Offender Public Website |
| 5. Previous Employment/Current Employment Services (compliance)<br>Any employer the student lists when submitting the request for the background check. |
| 6. VECHS Fingerprinting (background check and compliance)<br>a. Daon, Inc. |

| |
|---|
| b. Florida Department of Law Enforcement (background check) |
| 7. ClearStar Inc. Medical Review Office (drug screening)<br><br>Students will also choose which laboratory they wish to utilize when placing their order. The laboratory will be one operated by the following:<br><br>a. LabCorp<br><br>b. Quest Diagnostics |
| 8. Clinical /Compliance Services (clinical and practical experience compliance)<br><br>Any clinical agency used by the school.<br>There are two potential reasons for disclosure of information:<br>a) Preparation of a background check. The FCRA only allows background checks to be prepared in specifically defined circumstances, these circumstances are known as the “permissible purpose”. The exact purpose used for the school is the: "written instruction of the consumer” allowed for in FCRA section 604(a)(2).<br>b) Access to clinical or practical experience. |

2.6.2 Students sign Terms of Use and consent forms electronically in the Complio System when creating their accounts. Their signature accepting and agreeing to the Terms of Use gives consent for ADB to share their information with third parties listed in this agreement.

2.7 **Third-Party Safeguarding the Confidentiality of Education Records**.

For any and all education records that ADB rediscloses to any and all entities with which it contracts or utilizes (“third parties”) pursuant to the terms of this Agreement, ADB shall ensure that those third parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. ADB 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.

2.8 **SBBC Disclosure of Employee Records.**

2.8.1 SBBC staff will provide ADB with the employee records in this section for the following purposes:

2.8.1.1 for ADB to screen SBBC health science instructors via the Complio System, for instructors.

2.8.1.2 for SBBC instructors to be cleared to accompany SBBC students in their health/medical clinical experiences onsite in healthcare facilities.

2.8.2 SBBC instructors will provide ADB with the following employee records, via ADB's Complio System:

2.8.2.1 First Name
2.8.2.2 Last Name
2.8.2.3 Gender
2.8.2.4 Date of Birth
2.8.2.5 Social Security Number
2.8.2.6 Email Address
2.8.2.7 Home Address
2.8.2.8 Phone Number
2.8.2.9 School Name
2.8.2.10 Immunization Records
2.8.2.11 Level 1 and Level 2 Background Checks (when applicable)
2.8.2.12 10 Panel Drug Screening (when applicable)
2.8.2.13 other information required by a clinical party

2.8.3 The requirements of this section shall supersede any uses and disclosures of employee records as listed in ADB's privacy policies and Terms of Use, if any.

2.9 **ADB Safeguarding the Confidentiality of Employee Records.**

2.9.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, ADB shall:

2.9.1.1 fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

2.9.1.2 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;

2.9.1.3 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;

2.9.1.4 notify SBBC Privacy Officer within one (1) business days 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.

2.9.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, ADB shall:

2.9.2.1 protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

2.9.2.2 notify SBBC IT Security Assistant Director within one (1) business day 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;

2.9.2.3 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

2.9.2.4 be responsible for any fines or penalties proximately arising from ADB's failure to meet notice requirements pursuant to federal and/or Florida law.

2.9.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.10 **Auditing of Data Protection Controls**.

2.10.1 ADB or any of ADB's subcontractors with access to SBBC data shall provide an attestation stating ADB and/or ADB's subcontractors with access to SBBC data have undergone a third-party audit and that the security controls being used comply with acceptable security 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 ADB or any of ADB's subcontractors with access to SBBC data under this Agreement.

2.10.2 At a minimum, the audit shall show what controls are used to:

2.10.2.1 protect SBBC against unauthorized access, unauthorized disclosure, and damage;

2.10.2.2 reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data;

2.10.2.3 ensure SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet ADB'S objectives while also ensuring the data is protected from unauthorized use or disclosure; and

2.10.2.4 monitor compliance with established security controls.

2.10.3 Additionally, ADB and/or ADB's subcontractors with access to SBBC data shall, at minimum, bi-annually complete a third-party assessment of their security controls, showing compliance with acceptable security standards and maintaining compliance during the agreement. ADB shall provide SBBC an attestation of continued compliance by ADB and/or ADB's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.11 **Inspection of ADB's Records by SBBC**. ADB 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 ADB'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 ADB 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.

2.11.1 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 ADB'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 ADB pursuant to this Agreement.

2.11.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide ADB reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.11.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to ADB'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.

2.11.4 Failure to Permit Inspection. Failure by ADB to permit audit, inspection, ex-amination, 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 ADB's claims for payment.

2.11.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by ADB in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by ADB. If the audit discloses billings or charges to which ADB is not contractually entitled, ADB shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.11.6 Inspection of Subcontractor's Records. If applicable, ADB 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 ADB 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 Pay-ees' costs from amounts payable by SBBC to ADB pursuant to this Agreement and such excluded costs shall become the liability of ADB.

2.11.7 Inspector General Audits. ADB 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.

2.12 **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: Career, Technical, Adult, and Community Education Director
The School Board of Broward County, Florida
1701 Northwest 23 Avenue
Fort Lauderdale, Florida 33311

To: American DataBank, LLC
700 17th Street, 10th Floor
Denver, Colorado 80202
Attn: Mrs. Lynda Gilbert, EVP

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 **Background Screening**. ADB 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 ADB'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 ADB or its personnel providing any services under this Agreement. ADB 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 ADB and its personnel. The parties agree that the failure of ADB 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 ADB to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. ADB 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 ADB'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.

2.15 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. ADB 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, ADB 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. ADB 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 ADB does not transfer the public records to SBBC. Upon completion of the Agreement, ADB shall transfer, at no cost, to SBBC all public records in possession of ADB or keep and maintain public records required by SBBC to perform the services required under the Agreement. If ADB transfers

all public records to SBBC upon completion of the Agreement, ADB shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ADB keeps and maintains public records upon completion of the Agreement, ADB 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.**

2.16 **Liability**. 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.

2.16.1 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, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.16.2 By ADB. ADB agrees to indemnify, hold harmless 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, proximately arising or alleged to have arisen out of or due to the products, goods, or services furnished by ADB, its agents, servants, or employees; the equipment of ADB, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of ADB or the negligence of ADB's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by ADB, SBBC, or otherwise.

2.17 **Insurance Requirements**. ADB shall comply with the following insurance requirements throughout the term of this Agreement:

2.17.1 General Liability. ADB shall have and maintain General Liability insurance with limits of not less than one million dollars ($1,000,000) per occurrence

for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and Limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

2.17.2 Professional Liability/Errors & Omissions. ADB shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000 per occurrence covering any services provided under this Agreement.

2.17.3 Cyber Liability. ADB shall maintain Cyber Liability in an amount less than One Million Dollars ($1,000,000) per loss negligent retention of data as well as notifications and related for actual or alleged breaches of data. ADB will keep such insurance in force until the expiration or termination of this Agreement.

2.17.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, ADB shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

2.17.4 Auto Liability. ADB 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 Combined Single Limit. If ADB does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000. In addition, an affidavit signed by ADB must be furnished to SBBC stating the following: "ADB does not own any vehicles. If ADB acquires any vehicles during the term of the Agreement, ADB agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.17.5 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.

2.17.6 Verification of Coverage. Proof of Insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). YOU MUST RECEIVE A NOTICE OF COMPLIANCE.

2.17.6.1 New vendors will receive an email notification requesting account verification and insurance agent information.

2.17.6.2 Existing vendors will receive an email notification of the current status.

2.17.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.17.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.17.7.2 All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.

2.17.7.3 Certificate Holder – The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301

2.17.8 Cancellation of Insurance. ADB 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 canceled.

2.17.8 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.

2.18 **Disclaimer.**

2.18.3 SBBC understands that the Screening Reports information and the Health Records information received by ADB is obtained "AS IS". ADB makes no representation or warranty, express or implied, regarding the accuracy or completeness of any information or data submitted to the System. No assurance is given that the services will be provided on an uninterrupted basis. ADB warrants that the Complio System will be free of any material defects and will operate and conform to the specifications provided in all material respects. ADB expressly disclaims any and all other representations and warranties. In the event either party is liable to the other party for any matter, whether arising in contract, equity, or tort, the amount of damages recoverable will not include any amount for indirect or consequential damages.

2.18.4 SBBC understands that no part of this Agreement, and no part of any communication with ADB's representatives regarding background searches, reviews or other services offered by ADB, shall be considered legal advice on which SBBC may rely.

2.19 **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.

2.20 **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 ADB 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. ADB further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. ADB 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. ADB further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if ADB (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 ADB 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.

2.21 **Incorporation by Reference**. Exhibits A, B, C and D, attached hereto and referenced herein are incorporated into this Agreement by reference.

2.22 **Proprietary Information**.

2.22.1 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.

2.22.2 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.

2.23 **Copyright and URL Ownership.** ADB retains all copyrights and other ownership rights in the System and the associated URL, except for any logos or trademarks owned by SBBC that may be used in conjunction with the System, as redeemed appropriate by written agreement between ADB and SBBC. The System and all associated interfaces and URLs are the property of ADB and may not be copied or duplicated without the written consent of ADB. ADB will indemnify and hold SBBC harmless from and against any claims or actions by a third party for violation of intellectual property rights relating to the System.

2.24 **Managed Documents**. SBBC agrees that it will not upload to the Complio System any documents prepared by a previous vendor including, a Consumer Reporting Agency, other than ADB. With the consent of ADB, such documents may be uploaded to the "Managed Documents" folder of Complio where they will be available for storage and archiving but will not be available for sharing with health facilities and other persons through the Complio system. To share Managed Documents, they must first be downloaded and then sent by mail or email.

2.26 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, ADB, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of ADB under penalty of perjury stating that ADB does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject ADB to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if ADB 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 ADB'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.

## 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 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.

3.2 **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.

3.3 **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.

3.4 **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) 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 3.5.

3.5 **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 performed or costs incurred after the effective date of 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.

3.6 **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 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.

3.8 **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 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.

3.9 **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 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 of last signature below.

**[THIS SPACE 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:

_____
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR ADB**:

(Corporate Seal)

American DataBank, LLC

ATTEST:

By: T. Andrew Beaver
Signature

Signature

Andrew Beaver
Print Name

Print Name of Registered Secretary

VP of Finance
Title

-or-

Date: 2/9/26

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 Texas

COUNTY OF Harris

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/did not first take an oath this _____ day of _____, 2026.

My Commission Expires:

Daniela Curtusan
Signature – Notary Public

DANIELA CURTUSAN
Print Name of Notary

130894683
Notary's Commission No.

(SEAL)

DANIELA CURTUSAN
Notary ID #130894683
My Commission Expires
November 9, 2028

**Exhibit A**

**Immunization Tracking Services ("ITS"): Terms and Conditions**

**1. ADB Obligations**: ADB agrees to provide the following immunization tracking services:

(i) Rule Customizations. As part of the onboarding process, ADB will work with the SBBC to identify and customize within Complio the immunization requirements that need to be met to constitute compliance with a particular Rule ("Rule Customization"). Rule Customizations shall be charted by SBBC, configured by ADB and finally approved by SBBC.

(ii) Development of Unique Website. ADB will develop a unique website and software System that students can use to enter, and SBBC can use to track, completion of immunization and other health record requirements for each student.

(iii) Uploading Functionality. The System will enable students or personnel at SBBC to upload documents related information, including scanned documents and readable digital photo images under 5MB, in a manner that can be viewed by the SBBC and authorized clinical facilities.

(iv) Document Approval. ADB will process health records submitted by each student for compliance with document standards set by SBBC. ADB does not have any obligation to identify altered or forged documents or signatures. All decisions to accept or reject students, or give them a waiver from compliance with the Rules, will be made by SBBC. ADB will use reasonable efforts to explain to students the reasons for SBBC's Rule requirements. Students who dispute the reasons for Rule requirements will be referred to the SBBC.

(v) Rule Change Requests. When the SBBC needs to modify or update its immunization tracking requirements, ADB will reprogram SBBC's System to accommodate these Rule Change requests. Fees may be incurred for Rule Change requests as described in **Exhibit #A1 to Exhibit A**. A "Rule Change" is defined as any request to change one or more items programmatically in the System or to modify review criteria.

(vi) Reminders. For students, the System will transmit email reminders, automatically and at intervals as determined and configured by the SBBC, including at various intervals preceding expiration, on date of expiration, as well as various intervals following expiration. Such reminders will be sent for all items associated with an expiration as constructed in the System, as agreed between the SBBC and ADB at the time the System is customized for the SBBC.

(vii) System Access and Support. ADB shall manage and maintain the System so that the SBBC has access and ability to view the requirements of each authorized clinical site and the status of the Health Records uploaded by each student. ADB shall have the right at any time, without prior notice to the SBBC, to make changes, upgrades and enhancements to the System, provided that the SBBC shall be given immediate written notice if any such changes cause the System to be inaccessible for more than a 24 hour period of time. The SBBC agrees that ADB may shut down the System without notice in the event any contaminated or unauthorized document is uploaded to the System provided, however, that ADB shall notify the SBBC in writing in cases where such shut down shall extend longer than one day.

(viii) ADB shall be responsible for ensuring that only those clinical sites authorized by students (through Complio's Profile Sharing function) or by SBBC (through Complio's Rotation Sharing function) are able to access the individual information uploaded or entered by students or SBBC and

nothing further. ADB shall not grant blanket access to student information for all clinical sites using the System.

(ix) ADB shall provide customary training on how to use the System to a reasonable number of SBBC instructors, faculty and staff.

(x) Security. ADB shall take such precautions and implement such security safeguards as are customary in similar data management businesses to prevent unauthorized access to student information maintained on its System.

**2. SBBC Obligations:** SBBC shall be responsible for:

(i) Immunization Requirements. Communicate with clinical sites and all relevant faculty and staff at the SBBC to identify all immunization compliance requirements BEFORE ADB begins work to customize your System. SBBC must attest in writing that all immunization Rules and requirements have been identified before ADB begins work to customize the System.

(ii) Student Information. Inform each student in writing of the immunization requirements applicable to that student.

(iii) Student Accounts. Require each student or authorized SBBC personnel to enter all personal information and immunization data required by the SBBC in the manner required by the System. Students must create an account with their personal information in order for the System to function.

(iv) Multiple Training Channels. Explain and document to ADB the steps the SBBC has taken to create multiple communication channels for educating students about System procedures and requirements.

(v) Password Security. SBBC shall limit distribution of System access codes and passwords to only those persons having a "need-to-know". All passwords must be unique. Sharing System access codes and passwords with any other person is prohibited. ADB shall be informed immediately if any user no longer needs access to the Complio System so that his/her password may be cancelled. Failure to follow any part of this password security provision shall be a material breach of this Agreement.

(vi) Verification of Health Records. The SBBC shall conduct its own independent review of the Health Records submitted by each student and shall retain responsibility to verify compliance of those Records with the Rules the SBBC creates.

(vii) Rule Changes. Prior to the launch of the System, all set up requirements will be signed off by SBBC administrators or designated personnel with signed, written approval. Immunization Rule Changes or updates to the System after the requirements have been signed off by the SBBC may be subject to additional fees. Any change may take up to six weeks depending on the schedule of ADB's Information Technology Department at that time. This is to ensure proper testing of the System's calculations in processing the updated requirements. Prior to completing any Rule Change, an SBBC official must approve, via a signed statement, all changed/added/retracted requirements as they appear on the System.

(viii) Treatment of Health Records. SBBC acknowledges that health information uploaded by students to Complio is not Consumer Report information under the FCRA and agrees not to treat it as such.

**3. Student Obligations**: SBBC agrees to take reasonable steps as needed to inform students regarding the following list of student Obligations:

(i) Obtaining from his/her health care provider, on a form provided by the SBBC or in other acceptable documentation as defined by the SBBC**,** a written medical report that confirms the specific compliance item, any results associated with that item, provider name and provider date for each compliance item as required by the SBBC.
(ii) Each student shall enter his/her immunization or health record information in the System in the manner prescribed by his/her SBBC.

(iii) Each student shall scan, or otherwise cause to be made into electronic format, any and all required documentation as requested by the SBBC or a particular clinical site. These documents shall be uploaded by the student or authorized SBBC personnel.

(iv) When creating an account within the System and when ordering certain ADB services, each student will be required to sign the Terms of Use, including mandatory arbitration of disputes, and give appropriate consents and waivers.

(v) Each student shall receive and, with diligence, respond to automatic emails from the System (and from any SBBC administrators having access to the System) by providing information and additional documentation as requested.

(vi) Each student must have sufficient experience and knowledge of computers, and access to a computer, to upload their Health Records and other required documents to the System without assistance from ADB.

(vii) Each student must pay (or the SBBC must pay) a one-time Compliance Process Fee for ADB's services in configuring Rule Customizations, advising students on account setup and providing students and SBBC with Complio access and document storage. SBBC may pay the Processing Fee on behalf of its students.

(viii) If students enter wrong information as part of their account set up or ordering process for a Screening Report, whether intentionally or by accident, a second Screening using correct information may be necessary. The cost of any such second Screening will be the student's responsibility. American DataBank will not pay for additional searches caused by student errors.

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**Exhibit #A1**

## HEALTH RECORD TRACKING: STUDENT INITIAL COMPLIANCE PROCESS FEE

**Student Initial Compliance Process Fee**

Upon a student's account setup, and upon subsequent access by students and SBBC to the Complio System and its document storage features, SBBC agrees to pay ADB- or ensure that its Students pay ADB- an initial Compliance Process Fee. The initial Compliance Process Fee shall be $10.00 per student up to two (2) tracking requirements. Additional tracking requirements beyond two (2) will incur a $2.00 fee per requirement.

The Compliance Process Fee may be paid (check one): By student: _____ or By SBBC: ___, which will be determined by SBBC's Colleges, Departments or programs.

The SBBC shall conduct its own review of the Health Records and other documents submitted by each student.

**Rule Changes:** Our back-end algorithm for rule changes is very complex and robust. As such, it requires an IT engineer to make many adjustments to the database according to the modifications requested. To minimize charges for Rule Changes, please observe the following procedures when requesting Rule Changes:

- Rule Change requests should be consolidated into a single event at the start of the academic year;
- ADB should be notified of the Rule Changes at least eight (8) weeks prior to their effective date; and
- At least six (6) weeks prior to the effective date the Rule Changes should be confirmed by email or other writing that has been approved by all faculty, administrators, deans and clinical agencies involved in the process.

ADB reserves the right to charge for Rule Changes at the rate of $150/hr. However, in cases where the above guidelines are observed and the number of Rule Changes is minor, ADB customarily waives the cost of its development time to implement the Rule Changes.

**Exhibit B**
**Background Screening: FCRA Compliance Terms**

These FCRA Compliance Provisions form a part of that certain Master Services Agreement for Background Screening & Immunization Tracking by and between American DataBank, LLC ("ADB") and The School Board of Broward County, Florida (“SBBC”).

1. SERVICES PROVIDED BY ADB. With respect to each student in one of SBBC's degree or certificate programs ("student"), and with respect to each employee or prospective employee identified to ADB by SBBC (an "Employee"), ADB agrees to collect the information SBBC requests from the data sources identified in **Exhibit B** attached hereto. ADB will design, develop, and build for SBBC a unique, customized website and online system ("SBBC's Customized Website") to manage background searches and related screening done for students. Employees will use a different order process separate from the order process used by students.

ADB agrees to compile the contents of the information it collects from the data sources outlined in Addendum #1 in a report that discloses relevant information in a manner consistent with applicable laws. Said report may include information about the student's character, general reputation, personal characteristics and/or mode of living, employment history, work experience, work performance, criminal history records, sexual offender's lists, motor vehicle records, military records, educational verification, license verification, credit history, government exclusion lists, OIG, GSA, FBI finger printing, and drug testing or other background checks (hereafter, a "Search Report").

ADB will follow reasonable procedures to deliver requested Search Reports to SBBC and to students and Employees in an expeditious manner and with maximum possible accuracy. ADB is a federally regulated Consumer Reporting Agency as defined by the Fair Credit Reporting Act ("FCRA" at 15 U.S.C. Section 1681 et seq.). ADB agrees to comply with the requirements of all federal and state laws and regulations applicable to a Consumer Reporting Agency.

2. A Search Report, which is referred to in the FCRA as a "consumer report", is strictly regulated by the FCRA. The FCRA governs the conduct of users of Search Reports as well as the conduct of consumer reporting agencies that produce Search Reports. Among other things, the FCRA requires that SBBC, and other third-party end-users and affiliated entities who receive access to Search Reports through SBBC (hereinafter, "End-Users"), must have a permissible purpose and must follow certain procedures, including "adverse action" notices, as indicated below:

A. **Students**. Regarding the permissible purpose for student Search Reports, SBBC certifies that the Search Report is obtained in accordance with the written instruction of the student in connection with the student's educational program, and for no other purpose. For all students, SBBC has made an independent determination that the Search Report is being used to evaluate the student's ability to meet graduation requirements and is not being used for employment purposes. SBBC shall control all criteria and make all decisions as to whether a student shall be admitted to a particular program or rotation. SBBC agrees to take necessary steps so that a student who is denied admission to a school or clinic based on his/her Search Report shall be given the final adverse action notice prescribed by Section 615(a) of the FCRA.

B. **Non-Student Employees.** Regarding the permissible purpose for Employee Search Reports, SBBC certifies that the Search Report is obtained in order to evaluate the Employee for employment, promotion, reassignment, or retention as an employee, and for no other purpose. SBBC shall direct Employees to identify themselves as Employees, and not as students, when they use the System. Whenever SBBC uses a Search Report to evaluate an Employee for employment, promotion, reassignment, or retention as an employee, SBBC agrees and certifies that it will follow all applicable FCRA provisions, including without limitation all Federal and State equal employment opportunity laws. The provisions of

FCRA Section 604(b) are briefly outlined below. With respect to all non-student Employees, SBBC hereby certifies and agrees that:

a. Disclosure and Authorization. Prior to obtaining or causing ADB to obtain a Search Report, SBBC has provided Employee with a clear and conspicuous written disclosure, in a document consisting solely of the disclosure, that a consumer report is being requested for employment purposes and has obtained Employee's written authorization to procure the Search Report.

b. Certifications. Prior to accessing the results of a Search Report in the System, SBBC shall certify the statements required to be certified by Sections 604(b)(l)(A) and 606(A)(2) of the FCRA. A form for this purpose will be displayed by the System immediately before End-Users can have access to a Search Report that was ordered for an employment purpose. This form shall be signed by an authorized representative of SBBC or other End-User.

c. Adverse Action. Before Employee is denied employment, or a different adverse employment action is taken, based in whole or part on a Search Report; SBBC agrees that, subject to applicable state or local law, rule, or policy, it will comply with the adverse action procedures required by the FCRA including all necessary actions to:

- Provide a preliminary adverse action notice to Employees, along with a copy of the Search Report and "A Summary of Your Rights Under the Fair Credit Reporting Act" (Reference FCRA Section 604(b)(3);
- Before taking any adverse action, allow the consumer at least five business days, or longer if required by state or local law, to contact ADB if Employee wishes to dispute any information in the Search Report;
- Provide ADB's contact information; and
- Provide a final adverse action notice to the Employee if a final adverse employment decision (e.g. denying employment or promotion) is made (Reference FCRA Section 615(a). SBBC agrees to hold off on making any final adverse decision while resolution of a dispute is still pending.

ADB advises SBBC that it has specific legal responsibilities when taking adverse action against an Employee based on a Search Report and that SBBC should consult with its legal counsel regarding these responsibilities, when applicable. The adverse action notice procedures are intended to give the Employee an opportunity to dispute the accuracy or completeness of any information contained in the background Search Report/ Consumer Report.

(i) Student Information. Inform each student in writing of the background screening requirements applicable to that student.

(ii) Student Consents. Obtain from each student a signed form whereby the student consents to the uploading by SBBC of Third-Party Records and consents to disclosures by the System of background screening and records uploaded by the student.

C. **All Users**. With respect to all persons for whom a Search Report is procured, SBBC agrees as follows:

a. Confidentiality. By signing this Agreement, SBBC confirms that it understands the sensitive nature of the information contained in Search Reports, the need to protect the information in Search Reports, and the need to comply with the retention and destruction practices outlined in the FCRA and the Driver Privacy Protection Act (the "DPPA" at 18 U.S.C. Section 2728 et seq.).

SBBC agrees to, unless otherwise required by applicable law:

- Limit use and distribution of student /Employee information to only those with a legitimate need, permissible purpose, and who have been authorized by student / Employee.

- Retain Student / Employee data in a confidential manner.
- Protect the privacy of student / Employee information contained in motor vehicle records, and access DMV records only with written consent of student/ Employee or another permissible purpose. Destroy data in a secure manner to make it inaccessible, unreadable, and/or unrecoverable by:
    - Burning, pulverizing, or shredding
    - Destroying or erasing electronic files, and/or
    - After conducting due diligence, hire a document destruction company. In addition, paper documents containing personally identifiable information (e.g. name, date of birth and SSN), if retained at individual desks /workstations, shall be destroyed or inaccessible no later than the end of each work day.

b. Requirements for End-Users/Agencies. SBBC understands that the FCRA regulates all third-party end- users, e.g. hospitals and clinics ("Agency" or "Agencies") that have access to Search Reports. Accordingly, SBBC agrees to (i) provide ADB with contact information for all Agencies that will be given access to Search Reports and (ii) act on behalf of each such Agency to inform students that they have a right to dispute the accuracy or completeness of information in their Search Report if an Agency has taken an adverse action regarding their placement at the Agency's facility.

With respect to Non-student Employees (e.g. faculty), SBBC agrees that compliance review will be accomplished by SBBC attestations and not by giving Agencies access to Search Reports. However, Agencies may have access to faculty Search Reports when they use the Complio System to make the necessary FCRA certifications required for employees. In all cases, i.e. employees and students, Search Reports may be accessed by Agencies in connection with audits conducted by The Joint Commission (formerly JCAHO).

3. COMPLIANCE WITH LAWS. SBBC certifies to ADB that it will comply with all applicable laws and regulations and will not use information in the Search Report in violation of any applicable federal, state or local laws, including but not limited to the FCRA and Equal Employment Opportunity laws or regulations. SBBC hereby confirms that it has received and reviewed a copy of the "Notice to Users" document published by the Consumer Financial Protection Bureau (a copy of which is available on ADB's website under "Resources") and in particular the adverse action notification requirements described therein. SBBC will provide a copy of said Notice to Users to all Agencies that will be given access to Search Reports.

4. CRIMINAL RECORDS. ADB will provide criminal records based on applicable federal, state and vendor rules, which in many cases limit the reporting period for convictions to seven years. With respect to the most recent seven years, in addition to reporting convictions and pending cases waiting for disposition, ADB will report participation in diversion programs (e.g. deferred adjudication, probation before judgment, etc.) except where ADB is prohibited from such reporting by state or local law or SBBC policy. Dismissed cases will not be reported. Pursuant to CFPB and FTC policies, in most cases ADB requires three identifiers to match applicants with criminal records.

5. LEGAL COUNSEL. SBBC acknowledges that federal and state laws impose specific legal obligations regarding the use of a Search Report provided by a consumer reporting agency like ADB and that SBBC should consult with its own legal counsel regarding its legal responsibilities and the procedures it should follow with respect to such Information and related FCRA forms. SBBC understands that ADB does not act as legal counsel to SBBC and does not provide any legal advice to SBBC. It is important that SBBC work with its own legal counsel to develop a background screening program specific to its needs.

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
## Packages and Fees

**Level I Background Check (for students 18 years of age)***

- ► Florida Statewide Criminal History Record Search
- ► Nationwide Sex Offender Registry
- ► Office Inspector General Sanction Report (OIG)
- ► Employment Verification (1)

Pricing: $60.00 per student

**Level II Background Check (for students 18 years of age)***

- ► VECHS Electronic Fingerprinting
- ► Office of Inspector General Sanction Report (OIG)
- ► Employment Verification(1)

Pricing: $75.00 per student
** Price subject to change without notice to reflect increases in court fees and other third-party charges not under ADB control.*

***Clinical Rotation Tracking Package***
- ► Clinical rotation compliance tracking tool

Pricing: $10.00

**10-Panel Drug Screening Package**

► Substances Included in Screening: Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, Phencyclidine, Methadone, Methaqualone, Propoxyphene, Marijuana

** Price subject to change without notice to reflect increases in screening fees and other third-party charges not under ADB control.*
***Drug Screening registrations expire after five (5) calendar days.***
If a registration expires, SBBC or Student will need to reorder and repay for another drug test.
Collection sites outside of network will incur additional fees that must be remitted by student with an additional ten-dollar ($10.00) ADB service fee.

Pricing: $38.00 per student

**Compliance Tracking Package**
- ► Tracking tool for compliance with school requirements

Pricing: $10.00

**Rotation Tracking with Review**
- ► Tracking tool to monitor clinical rotation compliance with review from ADB.

Pricing: $25.00

**Exhibit #B2**
**Rules for Immunizations and Other Health Records**

**Requirement:**

1. TB Test (PPD)
2. Tdap
3. Hep B
4. Varicella
5. MMR
6. Flu
7. CPR Card
8. State ID
9. Social Security Card
10. Proof of Health Insurance

**Exhibit C**

**Broward County Public Schools – High School**
**Students Clinical Onboarding Tracking**
**(Students Under 18 Will Only Need Immunizations)**

1. Clinical Tracking Fee:

SBBC shall pay an initial Clinical Tracking Fee of ten dollars ($10) for each student who establishes an account within Complio that allows for tracking of an Agency's clinical onboarding requirements (hereafter "Clinical Onboarding Tracking" or "COT"). As used in this Exhibit C the term “Agency", or "Agencies", means any clinic, hospital, or affiliate thereof with whom SBBC has an Affiliate Agreement and with whom ADB has a working relationship.

2. ADB Engagement Includes ITS Services.

(a) Onboarding Requirements. The particular Onboarding requirements required by each Agency ("Requirements") for each of its departments or clinical rotations will be communicated by the Agency to ADB and then developed and integrated by ADB into the Complio System.

(b) Uploading Functionality. The System will enable students or personnel at SBBC (authorized by student) to upload documents and related information, including scanned documents, tutorial confirmations and readable digital photo images under 5MB, in a manner that can be viewed by SBBC and authorized Agencies.

(c) Reminder Notifications. For students, the System will transmit email reminders, automatically and at intervals as determined and configured by SBBC, so as to notify students when Onboarding requirements are due or late. SBBC will be able to see the status of all missing documents via the administration portal at the same time that ADB notifies the students of their "incomplete status".

(d) Support. ADB shall provide customary training on how to use the COT functions of the System to a reasonable number of personnel at SBBC.

(e) Access. ADB shall be responsible for ensuring that only those clinical sites authorized by students (through Complio's Profile Sharing function) or by SBBC (through Complio's Rotation Sharing function) are able to access the individual information uploaded or entered by students or SBBC and nothing further. ADB shall not grant blanket access to student information for all clinical sites using the System.

(f) SBBC Obligations. Obligations of SBBC that are particular to the COT program include: (i) create rotations, assign students to rotations and apply to each rotation the applicable Agency specific Onboarding requirements that ADB has programmed into the System, (ii) monitor student compliance with Onboarding requirements, and (iii) upon student's full compliance with all Onboarding requirements for a particular Agency, electronically attest to compliance and share the student's compliance status and uploaded Onboarding documents with that Agency.

3. ADB Engagement Does Not Include ITS Services.

In the event SBBC does not engage ADB to provide ITS Services, ADB will have all of the Service obligations described in Par. 2 (a), (b), (c), (e), and (f) above but will not perform any of the Review and

Assist Services described in Par. 2(d) above. In the event SBBC does not engage ADB to provide ITS Services, SBBC will have all of the obligations described in Par. 2(h) above.

**Exhibit D**

**Consent to Disclose SBBC Education Records to American DataBank (ADB), LLC**

In order for students to participate in clinical experiences at selected healthcare facilities, their education records must be provided to ADB via ADB's Complio System.

**Purpose:**

SBBC students will provide ADB with the education records listed on this form the following purpose:

(1) To screen health science students via the Complio System for students to be cleared to participate in health/medical clinical experiences in healthcare facilities.

**Types of Education Records:**

SBBC student may provide ADB with the following education records via Complio System:

(1) First Name
(2) Last Name
(3) Gender
(4) Date of Birth
(5) Social Security Number
(6) Email Address
(7) Home Address
(8) Phone Number
(9) School Name
(10) Immunization Records
(11) Driver's License or State Identification
(12) CPR Card
(13) Proof of Health Insurance
(14) Level 1 and Level 2 Background Checks for students 18 years and older
(15) 10 Panel Drug Screening for students 18 years and older
(16) Information needed for enrollment and/or requested by facility.

**ADB Re-disclosure of SBBC Education Records**:

ADB will re-disclose selected SBBC education records to its third-party recipients for the purposes listed:

| |
|---|
| 1.Healthcare providers offering students clinical experiences (to enroll students) |
| 2. County & State Clerk of Courts (criminal background check-varies by student<br>a. County Courts<br>b. State Courts<br>c. Vendors of State courts paid to maintain court records<br>d. Agents employed to access court terminals where no online records are available |
| 3. United States Department of Health and Human Services<br>Office of the Inspector General (background check) |
| 4. Nationwide Sex Offender Search (background check)<br>Dru Sjodin National Sex Offender Public Website |
| 5. Previous Employment/Current Employment Services (compliance)<br>Any employer the student lists when submitting the request for the background check. |
| 6. VECHS Fingerprinting (background check and compliance)<br>a. Daon, Inc.<br>b. Florida Department of Law Enforcement (background check) |
| 7. ClearStar Inc. Medical Review Office (drug screening)<br><br>Students will also choose which laboratory they wish to utilize when placing their order. The laboratory will be one operated by the following:<br>a. LabCorp<br>b. Quest Diagnostics |
| 8. Clinical /Compliance Services (clinical and practical experience compliance)<br><br>Any clinical agency used by the school.<br>There are two potential reasons for disclosure of information:<br>a. Preparation of a background check. The FCRA only allows background checks to be prepared in specifically defined circumstances, these circumstances are known as the “permissible purpose”. The exact purpose used for the school is the: "written instruction of the consumer” allowed for in FCRA section 604(a)(2).<br>b. Access to clinical or practical experience. |

b) Students sign Terms of Use and consent forms electronically in the Complio System when creating their accounts. Their signature accepting and agreeing to the Terms of Use gives consent for ADB to share their information with third parties listed above.

**Consent Statement:**

I hereby consent that all of my education records and information listed on this form to be released to the entities listed above for the purposes listed. These records and information must be held strictly confidential and used or re-disclosed only as listed on this consent form. I understand this authorization will expire one (1) year after the date signed, or on_____, 20____ whichever is earlier. A copy of this authorization is valid in lieu of the original form.

_____ _____

Print Name of Parent / Guardian / Eligible Student Signature of Parent / Guardian / Eligible Student

_____ _____

Date Relationship

Status: REVISED

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | OO. Operations |
| **DEPARTMENT:** | Procurement & Logistics Operations |

| | |
|---|---|
| Agenda Item Number: | OO-14. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**ITB-FY24-034 – Water Treatment Chemicals**
**ADDED**

**REQUESTED ACTION:**

**Approve the First Renewal and Additional Spending Authority in the amount of $613,000 for Invitation to Bid (ITB) ITB-FY24-034 – Water Treatment Chemicals with the following two (2) Vendors: 1) Premier Water& Energy Technology, LLC; 2) SWE, Inc. d/b/a Southwest Engineers. 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 Letters-2 |
| Evaluation |
| Invitation to Bid |
| Memo to Revise |
| |

**FINANCIAL IMPACT:**

$613,000. The new total award amount is $1,853,000 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: | Mark D. Dorsett | Phone: | 754-321-2659 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Feb 24, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 10, 2026

By: _____

School Board Chair

**For more information, please contact:**
Name: Mark D. Dorsett
Title: Task Assigned, Chief Financial Officer
Phone: 754-321-2659

**EXECUTIVE SUMMARY**

**Recommendation to Approve Additional Spending Authority and Approve the First Renewal ITB Term ITB-FY24-034 – Water Treatment Chemicals**

---

**Board Meeting Date:** March 10, 2026

**Requested Action:**
Approve the First Renewal and Additional Spending Authority in the amount of $613,000 for Invitation to Bid (ITB) ITB-FY24-034 – Water Treatment Chemicals with the following two (2) Vendors: 1) Premier Water& Energy Technology, LLC; 2) SWE, Inc. d/b/a Southwest Engineers.

**School Board Policy Requirement/Authority:** Not Applicable

**Statutory Requirement/Authority:** Yes. Routine and preventive maintenance for Heating, Ventilation, and Air Conditioning (HVAC) Systems is required under the State Requirements for Educational Facilities (SREF) 2014, Florida Department of Education, specifically Chapter 5.

**District-Zone Impact:** District-wide

**Impact of the School Board's Vote:**
- **If the School Board votes "Yes":** Continuance of the Maintenance Program, to provide water treatment for all chemically treated systems throughout the District.
- **If the School Board votes "No":** No maintenance program to prevent the development of scale, corrosion, mold and micro-biological growth in the HVAC equipment.

**Background/History**
This bid is utilized by The Physical Plant Operations (PPO) Department as part of the District's Maintenance Program, to provide water treatment for all chemically treated HVAC systems throughout the District.

The term of the bid is for three (3) years, and may, by mutual agreement between The School Board of Broward County, Florida, and the Awardee, be renewed for two (2) additional one (1) year periods and, if needed, six (6) months beyond the expiration date of the final renewal period.

Original ITB Term: July 1, 2023, through June 30, 2026; First Renewal Term: July 1, 2026, through June 30, 2027; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

**Alignment to 2027 Goals and Guardrails:**
Guardrail 1: Safety

**Measurable Outcome(s)/Return on Investment:**
These chemicals and this service are essential to avoid endangering public health and safety, increase the life expectancy of the equipment and to reduce costs and downtime of the HVAC systems.

**Financial Impact, Funding Source & Budget Status:**
This project has a financial impact of $613,000. The new total award amount is $1,853,000 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 | 5/9/2023 | Yes | PPO operating budget | $1,240,000 | 36 |
| First Renewal - Additional Spending Authority<br>~~5~~ Months Remaining This FY (FY25-26)<br>$192,930 | 3/10/2026 | Yes<br>(Feb 2026 – June 2026)<br>$192,930 | PPO operating budget<br>Various Schools and Admin Sites<br>Fund: 1000 | $192,930<br>(Feb 2026 – June 2026)<br>$420,070<br>(July 2026 – June 2027) | 12 |
| **Total Agreement Amount** | | | | **$1,853,000** | |

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.

**Impact on Schools:**
Yes. The impact on schools will be safer for students, visitors, and staff and will increase the life expectancy of the HVAC equipment.

**If there is an impact on schools, how will schools be selected/prioritized:**
Water treatment chemicals are installed during routine preventive maintenance.

**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:** | February 10, 2026 |
| **Previous Bid # (Ex: 10-004R):** | FY24-034 | **Buyer/PA:** | EDGAR LUGO |
| **New Bid Award Total:** | $1,853,000 | **Bid Title:** | Water Treatment Chemicals |
| **Previous Award Total:** | $1,240,000 | | |
| **Bid Type:** | RENEWAL OF BID | | |
| **Previous Bid Term (Start Date):** | 7/1/2023 | **New Bid Term (In Months):** | |
| **Previous Bid Term (End Date):** | 6/30/2026 | **# of Months Into Bid:** | 31 |

| SPEND REPORTING | |
|---|---|
| **Purchase Order(s) Spend:** | $1,174,526 |
| **P Card Purchases:** | $21,636 |
| **Total Invoiced-to-Date Amount (PO + Pcard Purchases):** | **$1,196,162** |
| **Average Monthly Expenditure:** | $38,586 |
| **Unused Authorized Spending:** | **$43,838** |
| **Est. Forecasted Spend (For Entire Bid Term):** | |

| VENDOR INFORMATION | | |
|---|---|---|
| **Awarded Vendors:** | **M/WBE Status (If applicable):** | **Spend:** |
| 134988-PREMIER WATER & ENERGY TECHNOLOGY I | | $ 1,174,526 |
| | | |
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| | **PO VENDOR SPEND:** | **$ 1,174,526** |
| | **P-CARD SPEND:** | **$ 21,636** |
| | **TOTAL SPEND:** | **$ 1,196,162** |

**NOTES (Type Below):**

| Default Funding Source* | | Department/School & Sign-off Information* | |
|---|---|---|---|
| **Cost Center** | Various schools and center | **Name** (First & Last) | Mark D. Dorsett |
| **Fund** | 1000 | **Title** | Executive Director |
| **Functional Area** | 8104721500000000 | **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:** | **2/16/2026** |
|---|---|---|

**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

**John Wesley White**
**Director, Procurement & Logistic Operations**
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/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

February 11, 2026

Premier Water & Energy Technology, LLC
Attn: Lucy Joplin
11481 Columbia Park Dr West
Jacksonville, FL 32258

Email: LJoplin@premierwater.com
Phone: (904) 268-1152 ext 115

| | |
|---|---|
| Subject: | Letter of Renewal of the Contract |
| ITB #: | FY24-034 |
| ITB Title: | Water Treatment Chemicals |

Dear Ms Joplin,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 5 Renewal of the ITB, 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 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 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 2/18/2026. 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,

Edgar Lugo

Edgar Lugo
Manager, Construction Sourcing

**VENDOR RESPONSE**

Lucy Joplin
Signature/Date - Authorized Representative

Lucy Joplin
Printed Name - Authorized Representative

**John Wesley White**
**Director, Procurement & Logistic Operations**
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/procurement

**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

February 11, 2026

SWE Inc. d/b/a Southwest Engineers
Attn: Ronnie Marx
PO BOX 2499
Slidell, louisiana 70459

Email: rmmarx@southwestengineers.com
Phone: (985) 643-1117

| | |
|---|---|
| Subject: | Letter of Renewal of the Contract |
| ITB #: | FY24-034 |
| ITB Title: | Water Treatment Chemicals |

Dear Mr. Marx,

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 5 Renewal of the ITB, 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 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 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 2/18/2026. 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,

Edgar Lugo

Edgar Lugo
Manager, Construction Sourcing

**VENDOR RESPONSE**

2/11/2026
Signature/Date - Authorized Representative

Cynthia A. Hidalgo
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 #:** ITB-FY24-034 | **Bid Title:** Water Treatment Chemicals |
| **Purchase Order #:** | **Product/Service Provided:** |
| **Supplier (Company) Name:** Premier Water & Energy Technology, 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:** Sal Damico | **Title:** Supervisor | **Contact Phone #:** (754) 321 -4651 |
| **School/Department:** PPO | | |
| **Participant's Signature:** | | **Date:** 02/18/2026 |

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**

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Daniel P. Foganholi
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Earlean C. Smiley, Ed.D.
Interim Superintendent

3/3/2023

Dear Prospective Bidders,

**SUBJECT:** **Instructions to Bidders**
**Invitation to Bid: FY24-034 – Water Treatment Chemicals**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Water Treatment Chemicals** Any questions regarding this ITB should be addressed to me, in writing via e-mail to **dtorrano_pmor@browardschools.com**. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 59) shall take effect. Any bidder, or lobbyist for a bidder, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

- **SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) CERTIFICATION/PARTICIPATION (See 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 agreements. S/M/WBE vendors utilized for this Agreement must be certified by SBBC's Supplier Diversity Outreach Program Office prior to the submission of the 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.

- **NON-MANDATORY BIDDERS' CONFERENCE**
  A Bidders' Conference will be held on 3/10/2023, beginning at 9:00 am Eastern Time (ET), in the Technology and Support Services Center, Procurement & Warehousing Services, , 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.

- **SUBMITTAL REQUIREMENTS**
  Submittal Requirements in Section 1 is a listing of submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**
  The Bid Summary Sheets upon which the Bidder submits its prices should be completed in electronically (Excel, if applicable). The Bidder Acknowledgement Section must be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- **PRICING CORRECTIONS**
  SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- **DUE DATE**
  Bids are due in Procurement & Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.

- **STATEMENT OF "NO BID"**
  If you are **not** submitting a bid in response to this ITB, please complete Section 9, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to **dtorrano_pmor@browardschools.com**. Your response to the Statement of "No" Bid is very important to Procurement & Warehousing Services when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Denise Torrano
Purchasing Agent

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The School Board of Broward County, Florida
**PROCUREMENT & WAREHOUSING SERVICES**
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

# INVITATION TO BID (ITB)

**DUE DATE:** Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:

**3/30/2023**

Check Addenda for any revised opening dates before submitting your bid. **Bid(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.

| ITB NO.: | RELEASE DATE: | PURCHASING AGENT: |
|---|---|---|
| **FY24-034** | **3/3/2023** | Denise Torrano<br>754-321-0555 |

BID TITLE:

**WATER TREATMENT CHEMICALS**

## SECTION 1 – BIDDER ACKNOWLEDGEMENT

**MUST BE COMPLETED BY ALL BIDDERS.**

**IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.**

| | |
|---|---|
| Bidder's Name (Company): | **"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below. |
| "Doing Business As" (d/b/a), if applicable: | ☐ Check this box if the address is the same as stated on the left. |
| Address: | Address: |
| City: | City: |
| State: Zip: | State: Zip: |
| Federal Tax Identification Number: | Telephone Number: |
| **E-mail Address to Send Purchase Orders:** | |

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, 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 Bidder 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. Bidder 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 bid are true and accurate.

*I agree that this bid cannot be withdrawn within 90 days from date due.*

***Signature of Authorized Representative (Manual)***

***Name of Authorized Representative (Typed or Printed)***

***Title***

***Email of Authorized Representative***

## SUBMITTAL REQUIREMENTS

In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☒ below have been submitted.

| | | | |
|---|---|---|---|
| ☒ Bidder Acknowledgement<br>Section 1 | ☒ Conflict of Interest Form<br>Section 8, Attachment B | ☒ Certificate of Debarment<br>Section 8, Attachment C | ☐ Manufacturers Authorization<br>Special Condition __ |
| ☒ Bidder's Preference Statement<br>Special Condition 14 | ☒ Bid Summary Sheet<br>Section 4 | ☒ S/M/WBE Participation Schedule<br>(Attachment A) | ☒ Statement of Intent to Perform as an S/M/WBE Subcontractor<br>(Attachment A) |
| ☐ Descriptive Literature<br>Special Condition ____ | ☐ Material Safety Data Sheets<br>Special Condition __ | ☒ Section 4, Bid Specifications 8 Documents | ☐ Descriptive Literature<br>Special Condition ____ |

**Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.**

## SECTION 2 – CALENDAR

| | |
|---|---|
| Friday, March 3, 2023 | Release of ITB FY24-034 |
| Friday, March 10, 2023 | Pre-Bidders Conference<br>Location: Technical Support Services Center (TSSC)<br>Procurement & Warehousing Services Department (Floor 3)<br>7720 West Oakland Park Blvd.<br>Sunrise, Florida 33351-6704 |
| Friday, March 17, 2023 | Vendor written questions due on or before 5:00 p.m. ET via email to:<br>**dtorrano_pmor@browardschools.com** |
| Thursday, March 30, 2023* | *Bids due on or before 2:00 p.m. ET<br>Bid opening will be at:<br>Technical Support Services Center (TSSC)<br>Procurement & Warehousing Services Department (Floor 3)<br>7720 West Oakland Park Blvd.<br>Sunrise, Florida 33351-6704 |
| Thursday, April 6, 2023 | Posting of Recommendation Tabulation |

**NOTE:** If you plan to attend the public meeting or hand-deliver your bid, please arrive 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 appropriate floor.

** These are public meetings. 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, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA 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 – SPECIAL CONDITIONS

1. **INTRODUCTION:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on Water treatment Chemicals as specified herein. The scope of requirements includes, but is not limited to, Water Treatment Chemicals. Prices quoted shall include inside delivery to various schools, departments, and centers within Broward County, Florida. The Awardee(s) shall receive individual Purchase Orders specifying the name and ship-to address of the various schools, departments, and centers.

2. **SUBMIT IN TIME FOR BID OPENING**:

   - One original, signed, clearly marked, and complete bid hard-copy must be submitted in a sealed package by the bid due date. Failure to comply with the original hard-copy requirements may result in disqualification.
   - One IDENTICAL electronic version of the original hard copy of the bid, on a flash drive, should also be delivered with the proposal to support the bid analysis. The electronic files should be in PDF format except for the Bid Summary Spreadsheet (when applicable), which should be both in the PDF and MS Excel (.xls) formats. If there is a discrepancy between the original hard-copy and the electronic copy, the original hard-copy shall govern.

     i.

3. **BID QUESTIONS:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Denise Torrano**, Purchasing Agent in Procurement & Warehousing Services, via email to dtorrano_pmor@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither the Purchasing Agent, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

4. **TERM:** The award of this bid shall establish a three (3) year Agreement beginning on **7/1/2023** or upon approval by the Board, whichever is later. Bids shall not be considered for a shorter period of time. If only one bid is received, the term of the Agreement may be reduced to one year.

5. **RENEWAL:** The term of the bid shall be for 3 year(s), 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. Procurement & Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current Agreement period. The Awardee shall be notified when the recommendation has been acted upon by the School Board.

   When a subsequent award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any agreement awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.

6. **AWARD:** This bid shall will be awarded **BY GROUP**, as indicated on the Bid Summary Sheet, one primary and up to three alternate responsive and responsible bidders meeting all specifications, terms, and conditions. It is necessary for a Bidder to bid on every item in the group in order to have the bid considered. SBBC may need to order an individual component within a group. All items within a group must have an individual cost. Failure to state the individual cost for any item within a group shall result in the disqualification of the group. In the event that any item in the group does not meet the specifications, the entire group shall be disqualified. The lowest-priced Bidder for the Group shall be considered the Primary Awardee for that Group. All other responsive Bidders for that Group will be Alternate Awardees ranked by the prices they submitted. The responsive Bidder with the next lowest price will be the First Alternate Awardee, the responsive Bidder with the next lowest price after the First Alternate Awardee will be the Second Alternate Awardee, and so on. SBBC reserves the right to procure goods from Alternate Awardee(s), beginning with the First Alternate Awardee, if a) the Primary Awardee cannot comply with delivery requirements or specifications; b) the Primary Awardee is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) due to supply-chain constraints; or e) if SBBC, at its sole discretion, determines that it is in its best interest to do so.
   After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its Agreement, have its Agreement canceled, be subject to the payment of liquidated damages, and be removed from the bid list and become ineligible to do business with SBBC for two (2) years, as described in General Conditions 21 and 58 and Part II, Section DD of School Board Policy 3320.

7. **USE OF BID:** When orders are for products not listed on the Bid Summary sheet and exceed $5,000, SBBC departments or schools ("end-user") will request a quote from three (3) Awardees (2 of the 3 Awardees must be certified S/M/WBE vendors*). Awardees will provide quotation within three (3) business days of request. End-user will submit a completed Vendor Selection Form with their requisition in SAP (SBBC's ERP system) to generate a PO to the selected Awardee(s).

*Unless no certified S/M/WBE vendors are Awardees. If certified S/M/WBE vendor does not provide quote within 3 business days, end-user will submit documentation of the attempt (email etc) with the Vendor Selection Form/quotes and contact a non-certified Awardee for a quote.

8. **EMERGENCY ORDERS:** Emergency orders are defined as situations where immediate purchases are required to prevent the loss of service to alleviate the possibility of a situation which would adversely and unduly affect the safety, health or comfort of a building, occupants, or otherwise cause loss to the District. In the event of an emergency, the District may select, at their discretion a vendor from the Awardees to provide products/services.

9. **DELIVERY:** Awardee shall deliver ISO 9001-certified prepackaged water treatment chemicals within 10 business days after receipt of the purchase order (ARO). Material shall be delivered to the schools, departments and centers as directed by the PPO HVAC Supervisor assigned on a schedule determined with the assistance of the Awardee in order to minimize disruption to SBBC's regular water treatment service schedule. Prices quoted shall include inside delivery to all SBBC locations as assigned by the PPO Department per Bid Specification 8K. Awardee will be expected to deliver and unload their orders. Tailgate deliveries or deliveries via freight charge collect are NOT acceptable.

10. **ACCEPTANCE OF MATERIALS:** The material delivered under this bid shall remain the property of the Awardee until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein, and be fully in accordance with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request to the Awardee and return the product to Awardee, at Awardee's expense. The awardee will be responsible for the pick-up of defective/rejected materials. After 30 days of notification to the Awardee, if the materials are not removed, they become the property of SBBC. The awardee will be responsible for any disposition charges.

11. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the Agreement period for each item and are not a guarantee. Actual quantities ordered throughout the Agreement period may be greater or less than the bid estimates and shall be furnished at the fixed Agreement price. Purchases shall be requested as needed throughout the Agreement period and as few as one each may be ordered at one time.

12. **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. In the event that a vendor does not provide goods or services due to Force Majeure for an agreement awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

13. **FLORIDA BIDDING'S PREFERENCE:** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations for personal property from Bidders having a principal place of business outside the State of Florida. **ALL BIDDERS MUST COMPLETE AND SUBMIT SECTION 8, ATTACHMENT D TO BE CONSIDERED FOR AWARD.** Failure to submit and execute this form, with the bid, shall result in the bid being considered "non-responsive" and bid rejected**.** Bidders whose principal place of business is 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 Bidder Preference form, Section 8, Attachment D, and must submit this form with submitted bid.

14. **INVOICES:** Delivery copies, packing slips, and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this Agreement and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Invoices are to be mailed to **Physical Plant Operations, Attn: PPO Assigned Staff, 3810 NW 10 Avenue, Oakland Park, Florida 33309 or to the address indicated on the Purchase Order.**
    i. Material release number OR the control number
    ii. Purchase Order number
    iii. A complete description of the items
    iv. Itemized list price
    v. Total dollar amount shall be net

15. **ACH PAYMENTS:** Payments will be made to Awardee(s) by SBBC via ACH (Automated Clearing House) for automatic deposits (credits) after goods or services are provided by Awardee in accordance with bid requirements. To facilitate payments to be directly deposited, the ACH Payment Agreement must be submitted to achrequests@browardschools.com New vendors can do this as part of the supplier registration process described below. Vendors

already registered on SBBC's eProcure Online Supplier Portal can update their information by downloading a copy of the ACH Payment Agreement and submit the completed form to the Purchasing Help Desk email stated above.

16. **LEAD-FREE STATEMENT:** All material supplied SBBC must be 100% lead-free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead-free shall be supplied to SBBC. **No bid shall be considered unless this is agreed to by the Bidder.**

17. **SAFETY DATA SHEETS (SDS):** Bidder, offering any toxic substances as defined in Florida Statute 1013.49 or as amended, shall furnish to Procurement & Warehousing Services, a Material Safety Data Sheet (SDS) as detailed below with the bid or upon request. **Failure of the Bidder to provide SDS, as requested, shall result in the disqualification of Bidder for that bid item.** SBBC reserves the right to reject the use of any product from this bid with due cause. All SDS submitted must be either an original, as received from the manufacturer or a legible copy made from the same. The Awardee shall be responsible, during the term of the Agreement, to provide the SBBC Procurement & Warehousing Services or Risk Management Department with revised SDS on a timely basis, as appropriate.
    a. The SDS must include the following information in English:
        i. The chemical name and the common name of the toxic substance, where applicable.
        ii. The hazards or other risks in the use of the toxic substance, including:
            1. The potential for fire, explosion, corrosive interaction and reactivity;
            2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
            3. The primary routes of entry and symptoms of overexposure.
        iii. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
        iv. The emergency procedure for spills, fire, disposal and first aid.
        v. A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
        vi. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

    **Risk Management reserves the right to reject any SDS sheet regardless if the product offered is an approved product. A rejection of an SDS sheet shall result in the disqualification of the bid item.**

18. **VALUE:** No guarantee as to the dollar amount of this bid is implied or given. SBBC is not obligated to place any orders with any Awardee participating in this bid. However, all SBBC locations will be urged to refer to catalogs and fixed percentage discount Awardee(s) to fill their orders at the lowest price.

19. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three (3) years of the Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, thirty (30) calendar days before the third-anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice returned to the Awardee for correction.
    a. The Director, Procurement & Warehousing Services, may, in the Director's sole discretion on behalf of the SBBC, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require vendor to provide irrefutable evidence that ALL the following circumstances exist:
        i. The volatility is due to causes wholly beyond the vendor's control; and
        ii. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
        iii. The effect on pricing or availability of supply is substantial; and
        iv. The volatility so affects the vendor that continued performance of the Agreement would result in a substantial loss.

    Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing

20. **PRICE REDUCTIONS:** Awarded vendors may offer SBBC, at any time during the period of the Agreement, additional discounts from the prices offered in this ITB and invoice less than the prices offered in their submitted bid. If, from date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid product, the lowest of these reduced prices shall be extended to SBBC.

21. **PROTECTION OF WORK, PROPERTY, AND PERSONNEL:** The 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 unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to ensure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.

22. **WARRANTY:** In the case of any potential equipment purchases under this Bid, the manufacturer's warranty shall be extended as per the Bid Specifications. In no case shall the warranty be less than three years on any equipment purchases

23. **CENTRAL WAREHOUSE RECEIVING HOURS** Central Warehouse is open to receiving from 7:00 a.m. to 2:00 p.m. ET, Monday through Friday except for holidays. No delivery can be accepted after 2:00 p.m.

24. **CENTRAL WAREHOUSE DELIVERY AND PALLETS:**

    a. On large orders, half trailer or larger, the Awardee shall call SBBC, Materials Logistics Center at 754-321-4721 prior to delivery to arrange for a delivery schedule.

    b. The product must be shipped shrink-wrapped on 48" x 40", four-way flush pallets or otherwise referred to as the Grocery Manufacturer Association (GMA) pallets. No pallet exchange. **Central Warehouse shall not accept broken, damaged or severely worn pallets.** If a shipment is received with a broken, damaged or severely worn pallet, Central Warehouse reserves the right to reject the shipment. The acceptable pallet grades shall be:

        i. **Premium** – A very clean pallet that has probably been used only a few times. There is little if any repairs to the pallet. The pallet shall have no plates and no companion stringers.
        ii. **Grade #1 or A Grade** – This is a GMA repaired, close to its original condition. Broken stringers may have been replaced or repaired with metal plates. All damaged deck boards are replaced. This is a fairly clean pallet that is structurally sound.
        iii. **Grade #2 or B Grade** – This is a GMA, which has had stringer damage that has been repaired by attaching an additional stringer alongside the damaged one. This is commonly referred to as a companion stringer, block stringer, and double stringer. The "B" grade pallets usually have two (2) or less repaired stringers. The deck configuration of the "B" grade pallet is not always consistent because these pallets have been repaired many times.

25. **W-9 FORMS:** All Bidders are requested to complete a W-9 form which can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf , and submit with their bid.

26. **SUPPLIER 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 Purchase Orders or payments cannot be issued to the Awardee without an SAP Vendor number, which is issued after completion of the Online Supplier Portal registration process. Training materials are available via our website at https://www.browardschools.com/PWS (if needed).

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# SECTION 4 – SPECIFICATIONS & BID SUMMARY (PRICING)

1. **BID SUMMARY (PRICING) SHEET:** Complete the attached Excel spreadsheet "Bid Summary Sheet" electronically. If a correction is needed to the Excel spreadsheet, contact the Purchasing Agent as soon as possible. Do not try to re-create or alter the spreadsheet. No handwritten summary sheets will be accepted. The Excel Spreadsheet contains Three (3) tabs. The Excel spreadsheet indicates the specific cell that will be used for award purposes. The following is a list of the tabs contained in the Excel spreadsheet and screenshots:

   **TAB 1 - COMPANY REPRESENTATIVE:** Supply requested information in the included "Bid Summary Sheet" with the contact information.

   **TAB 2 – GROUP 1 : PRICING BY SCHOOLS**

   **TAB 3 – GROUP 2 : PRICING BY ITEMS**

2. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.

## BID SPECIFICATIONS

1. Awardee is to provide water treatment chemicals and assist with the smooth operation and oversight of Districtwide water treatment service for the HVAC physical plant, to include three technical representatives with the expertise to assist and train PPO HVAC personnel in the ongoing maintenance of the water side of HVAC systems for a **SINGLE MONTHLY OR ANNUAL COST PER LOCATION.**

2. If any equipment and replacement parts are purchased under this Bid, these equipment and parts will be in concert with the existing chemical feed system. There is no guarantee that any water treatment equipment or replacement parts will be purchased.

3. Awardee must supply and provide inside delivery of water treatment chemicals to SBBC locations as determined by the PPO HVAC Supervisor assigned. Awardee must provide technical consulting services, routine testing and instructions, for both water-cooled and air-cooled chiller systems as well as closed-loop heat pump systems listed on **Attachment 'A'** and the Bid Summary Sheet for all similar units at a given location for a **SINGLE MONTHLY OR ANNUAL COST PER LOCATION.**

4. Awardee will be expected to provide all the labor, chemicals, training, transportation charges, handling, materials, analytical services, tools, supplies, testing equipment, communications devices, any type of computer hardware and software, motor vehicles and any associated mileage charges necessary to provide the products and services expected in these Bid Specifications.

5. When requested, the Awardee shall be expected to attend periodic reviews and scheduled water treatment program meetings as required by the PPO HVAC Supervisor assigned as part of the **SINGLE MONTHLY OR ANNUAL COST PER LOCATION.**

6. Awardee's chemical deliveries must be completed by personnel that are certified in hazmat compliance, equipped with personal protective equipment on-site for chemical delivery and transfer as well as equipped with items necessary to handle spills and/or any unexpected incidents.

7. Awardee is to be aware that SBBC, PPO HVAC personnel, will introduce the water treatment chemicals into HVAC systems, monitor chemical ranges, as well as install and maintain all equipment and replacement parts to insure success of the complete program.

8. **PROPER ORDER AND SUBMISSION OF REQUIRED DOCUMENTATION FOR BIDDING PURPOSES**

**ALL OF THE REQUIRED DOCUMENTATION MUST BE ARRANGED, LABELED AND SUBMITTED WITH THE BID IN ORDER TO BE CONSIDERED FOR AWARD. FAILURE TO PROVIDE ANY OF THE REQUIRED DOCUMENTED INFORMATION OR TO ARRANGE THE MATERIALS WITH THE BID IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN THE REJECTION OF THE BID.**

**SEALED BID MAY BE SUPPLIED IN A 3-RING BINDER FOR EASE OF ASSEMBLY OR DISASSEMBLY. OTHERWISE PLEASE DO NOT PERMANENTLY BIND THE BID DOCUMENT.**

A. Awardee must provide at least one technical service representative with a minimum of 10 years experience in the treatment of each of the following systems: open recirculating cooling towers and closed chilled and hot water systems in a large public agency in the State of Florida. **Response MUST be labeled, "Document Specification 8A."**

B. Awardee must provide the names of five clients for whom they currently provide water treatment services for the previous three years. Each of the five clients must indicate the name of the company or public agency, contact person, title, address, telephone, cellphone, fax number and e-mail address. Awardee must include at least two public agency clients within the State of Florida with operating tonnage exceeding 500 tons. **Response MUST be labeled, "Document Specification 8B."**

C. Awardee must provide a brief history of their company with the Bid response. The history must include, length of time in the business of water treatment, number of employees, principal place of business, a list of additional company locations and facilities and a list of water treatment-related business ventures. **Response MUST be labeled, "Document Specification 8C.**

D. One of the Awardee's three technical service representatives must possess a Bachelor of Science degree in either Engineering or Chemistry from an accredited institution or, must have passed a minimum of 30 college level credit hours in Engineering or Chemistry. The three technical service representatives must have worked in the water treatment field for a minimum of five years. Due to the size of SBBC facilities, the PPO Department requires at least one of the three technical service representatives provide a minimum of 16 hours of technical consultation to PPO HVAC personnel per week.

E. Two of the three technical service representatives must live within the Florida Counties of Broward, Miami-Dade or Palm Beach, possess an emergency cellphone, e-mail or similar contact device in order to respond within 30 minutes. One of the three technical service representatives must have the capability to arrive on-site in response to an emergency service call within **TWO hours** in order to perform on-site service work for SBBC.

F. Awardee's third technical service representative must be designated and become familiar with SBBC facilities and act as a back-up to the first and second technical service representatives. The third technical service representative must live within the State of Florida in order to respond via telephone within 30 minutes or be on-site within **TWO business days.** The Awardee will designate which technical service representative will be available 24 hours, 7 days per week to attend to emergencies after normal SBBC business hours, weekends and holiday closings. Awardee must submit documentation supporting all of these requirements, including the name, location, telephone, cellphone, fax and e-mail addresses along with the professional credentials of these three individuals, including copies of their degrees. **Response MUST be labeled, "Document Specification 8E-F-G."**

G. Awardee must have water treatment chemicals available and warranty the chemicals to be used in the water treatment chemical program in order to avoid endangering the health or safety of persons coming into contact with these materials, nor damage personal or SBBC property and equipment as long as manufacturers' and technical consultants' instructions are being followed.

H. Awardee must provide a detailed list of the products to be used as part of their proposed water treatment chemical program. Product bulletins describing properties, recommended usage and MSDS for each water treatment chemical must be included with the Bid response. **Response MUST be labeled, "Document Specification 8H."**

I. Awardee's water treatment chemicals and the existing SBBC equipment must work in tandem as a complete system. The Awardee's system must provide a program which details the effectiveness criteria, control limits and other requirements listed for each SBBC location. Documentation must clearly indicate that the water treatment chemicals are compatible with existing SBBC equipment and water conditions. All chemicals and any repair parts and/or new equipment, if purchased, must be compatible with SBBC's existing equipment and in instances where chemicals are routinely changed out to avoid water treatment system immunity to effectiveness. Awardee must provide reasonable estimates for chemical usage based upon the recommended target control levels for both cycles of concentration and product concentration. Any deviations from these target control levels, chemical use criteria or other requirements must be accounted for as incidental costs due to these deviations. **Response MUST be labeled, "Document Specification 8I."**

J. Awardee pricing must be a complete **SINGLE FIXED MONTHLY OR ANNUAL COST PER LOCATION**, as appropriate, based upon all the specifications and needs of SBBC, including, but not limited to, ISO 9001- certified water treatment chemicals shipped to each location, in-house laboratory services, testing equipment for PPO staff, three technical service representatives available 365 or 366 days a year, as appropriate, and if any repair parts and/or new equipment that may be purchased and a copy of the three-year warranty. **Response MUST be labeled "Document Specification 8J."**

K. SBBC requires that the water treatment chemical delivery system be handled through an automatic chemical feed. A detailed outline of the automatic chemical feed and testing equipment that will be provided, including equipment specification sheets must be submitted with the Bid and must be in line with the existing equipment outlined in Bid Specification 25. **Response MUST be labeled, "Document Specification 8K."**

L. Awardee must provide written procedures detailing the methods to be used to insure a trouble-free conversion of the existing systems to any new water treatment chemical products. **Response MUST be labeled, "Document Specification 8L."**

M. Awardee must provide a copy of a typical service report for the water treatment chemical systems described in this Bid, to include a general outline of the three technical service representatives' work plan and/or service standards. The service plan must include training PPO HVAC water treatment personnel, troubleshooting problem situations, providing laboratory services, corrosion coupon studies and bacteria studies with one of the three technical service representatives on-site as per Bid Specifications 8E-F. **Response MUST be labeled, "Bid Specification 8M."**

N. Awardee's production facilities must be ISO 9001-certified and all water treatment chemicals must be shipped pre-mixed in sealed containers, labeled as to their ISO 9001 certification and manufacturing plant location. Awardee must supply the location and ISO 9001 certification from a minimum of TWO manufacturing facilities. **Response MUST be labeled, "Document Specification 8N."**

O. Awardee shall have in-house fleet vehicles, which must be capable of delivering water treatment chemicals to the chiller rooms at each SBBC location. All delivery vehicles utilized must display required D.O.T. placard on the outside and conform to all Federal, State and local laws required for chemical deliveries. The driver must also be hazmat trained. Awardee must enclose a photo of one of the in-house delivery vehicles with the placard as well as a copy of the driver's hazmat training certificate. Chemical delivery via common carrier is not acceptable. **Response MUST be labeled, "Document Specification 8O." Drivers must in compliance with the badging and security clearance requirements as detailed in General Condition 51.**

## SERVICE SPECIFICATIONS

9. **For Bid Items A1-123 only:** Awardee must provide on-site spill containment at all water-cooled chiller sites in order to maintain high safety standards and environmentally friendly practices. All delivery records will be available for review and inspection by the PPO HVAC Supervisor assigned.

10. Awardee must provide inventory management to minimize the number of on-site containers, deliver water treatment chemicals on a scheduled basis by personnel familiar with the SBBC sites, provide lift gate service as well as pickup and recycle, if applicable, of any empty Awardee-supplied containers.

11. Water treatment chemical drums must be no larger than 15 gallons. Chemical deliveries in 55-gallon drums are not acceptable. Awardee must provide appropriate approved OSHA-rated double spill containment that represents 110% of the total chemical capacity on-site with the dimensions to suit space and inventory requirements to minimize the necessity to store treatment in shipping containers.

12. Likewise, water treatment chemical transfer from shipping containers to existing drums is prohibited. All chemical drums must be delivered INSIDE the chiller rooms by the Awardee's delivery personnel and eliminate SBBC personnel from handling any chemicals. Empty containers will be immediately removed and properly disposed of by the Awardee's personnel. No chemical transport equipment may be stored on-site. Deliveries must be made by chemical handlers who are certified hazmat compliant, equipped with personal protective equipment on-site for delivery and transfer of chemical, and equipped with items required to handle spills and any unexpected incidents and full time employees of the Awardee. Awardee must be advised of the possibility that some SBBC locations may require chemicals to be transported up steps.

13. Awardee must have access to laboratory facilities capable of performing all of the following tests:
    a. Infrared Spectrophotometer
    b. Atomic Absorption Spectrophotometer
    c. UV-VIS Spectrophotometer
    d. Corrosion Coupon Evaluations
    e. Basic Water Analysis Per Standard Methods
    f. Microbiological Plate Counts & Identifications
    g. Deposit Analysis
    h. Corrosion Deposit Analysis
    i. On-Site Corrator (Corrosion) Analysis

    Examples of the above-referenced tests should be included with the Bid. **Response MUST be labeled, "Service Specification 13."**

14. Two of the three technical service representatives must:
    a. Make a routine service visit to each SBBC-designated site monthly for tower schools and quarterly for closed loops and visit sites during normal working hours unless prearranged at a different time by the PPO HVAC Supervisor assigned.
    b. Review all testing completed during the week by PPO HVAC personnel.
    c. Conduct field tests on water samples from each treated system and write a field analysis report of findings and recommendations. In the event that two technical service representatives must also visit the same sites and conduct the appropriate tests, a copy of the field analysis reports will be reviewed by their service colleagues.
    d. Perform inspections of the water side of all treated equipment on occasions when the equipment is to be opened. A report on the findings of each inspection will be submitted to the PPO HVAC Supervisor assigned. The PPO HVAC Supervisor assigned will provide at least one week's notice of pending openings.

15. **For Bid Items A1-123 only:** Awardee will provide all test kits, including weekly Dip Slides for the PPO HVAC personnel. Each week either one of the three technical service representatives will schedule 16 hours with PPO HVAC personnel to train and troubleshoot water treatment issues. A service report and field analysis report must be prepared on site at the time of each service visit. Routine testing for chemical levels, conductivity and Microbio levels must be tested at each location by one of the three technical service representatives every 30 days. Corrosion studies should be performed every 120 days. These requirements are to insure the chemical levels are maintained within the proper parameters while supporting the PPO HVAC personnel. The analysis shall include all required test results, control ranges and recommendations for corrective action.

16. Copies of each analysis shall be given to the PPO HVAC Supervisor assigned. The report shall be in an electronic format normally used by the Awardee for the water treatment field analysis and approved by SBBC. The report shall be provided immediately after services are performed. The report shall include a detailed analysis of the water characteristics and treatment residuals. The recommendations are to include chemical water treatment and analysis resulting in improved water and energy conservation and equipment life.

17. Routine service visits must include:
    a. Inventory of water treatment chemicals on hand
    b. Verification that application and control equipment is functioning properly
    c. Corrosion rate monitoring via corrosion coupons
    d. Microbiological evaluation by monitoring Dip Slides
    e. Training of PPO HVAC water treatment personnel

18. Awardee will present an action plan at the beginning of the contract term. The plan will be submitted to the PPO HVAC Supervisor assigned for discussion and mutual acceptance. The action plan will include existing conditions, recommended action, training agenda, and expected completion date. At the beginning of each quarterly interval, the Awardee's and SBBC water treatment personnel will meet and discuss the status of each plan item. Any new or amended goals, objectives and actions will be discussed and added to the action plan as agreed.

19. Awardee will submit a quarterly report covering each treated system. The report will cover the program status, the trends indicated by field analysis reports and water usage trends.

20. To minimize all aspects of container and chemical handling, operator time, the risk involved in these activities and end container disposal to the greatest practical extent, SBBC requires the Awardee to have an automatic feeder to reduce inventory and improve employee safety.

## WATER TREATMENT SYSTEMS SPECIFICATIONS

21. COOLING TOWER (CONDENSER) WATER
    A. Municipal water is used as makeup.
    B. Fouling, corrosion, and microbiological control criteria:

| | | |
|---|---|---|
| 1 | Mild steel corrosion | Rates below 2.0 mils per year |
| 2 | Copper corrosion | Rates below 0.1 mils per year |
| 3 | Bacterial levels | Below 10000 Colony Forming Units (CFU)/ml as per Easicult Method |
| 4 | Operating Efficiency | Maintain chiller manufacturers design efficiency and approach temperatures |

C. The treatment program must address the interrelated preventive maintenance items of corrosion control, scale and suspended solids control and biofouling control. The treatment program shall ensure the absence of biofouling and silica scaling of heat exchange surfaces.

D. The program will prevent build-up of other materials on heat exchange surfaces so as to maintain fouling factors less than or equal to those allowed in the condenser design.

E. Inhibitor product shall be an environmentally safe multi-metal corrosion inhibitor and deposit control liquid formulation. The "all-organic" product shall not contain inorganic phosphate, or metal based corrosion inhibitor type components such as chromate, zinc or molybdenum. The product shall be based on phosphonates, polymeric dispersant and other organic corrosion inhibitors such as tolytriazole.

1) Acid **CANNOT** be used to inhibit scaling.

2) Control limits and ranges in the cooling tower water:

| | | |
|---|---|---|
| 1 | Azole | Minimum of 1-2 parts per million |
| 2 | Alkalinity | Maximum of 350 parts per million |
| 3 | Cycles | Minimum of 5 cycles, maximum of 7 cycles<br>Cycles balance based on magnesium balance |
| 4 | Phosphonate | Range of 2-6 parts per million |

F. Biodispersant product shall be a liquid blend of various sulfonated and polyalkene surfactants. The product should be nonionic in nature so it may be used with anionic, cationic, or nonionic biocides. The product must be an excellent solubilizer and dispersant to aid in the prevention of biofilms, to penetrate any preexisting biofilm, and to disperse dead biomass debris so it may be removed by tower bleed.

G. Feed the neat product continuously into condenser piping or tower basin in proportion to water meter flow or by direct measurement so as to maintain low levels of the product in the system at all times.

H. Provide an alternating biocide program to control microorganisms such as bacteria, algae, and fungi to prevent formation of biofilms. It is the intent of SBBC to follow the Cooling Tower Institute (CTI)-published recommendations for bacteria and legionella control in cooling towers. The CTI "Legionellosis Guideline: Best Practices for Control of Legionella" are included with this document. The biocides must have an Environmental Protection Agency registration number for use in the cooling towers.

1) The oxidizing biocide (primary biocide) shall be the product commonly known as 5.7% Sodium Hypobromide which is a liquid stabilized bromine product. The product shall be in liquid form that possesses a short half-life so as to degrade quickly.

2) The oxidizing biocide shall be fed using a chemical feed pump directly into the condenser system on a daily basis so as to maintain low level maintenance residuals during addition. The minimum quantity per day is 16 ounces per system.

3) Non-oxidizing secondary biocides shall be broad-spectrum biocides, effective against anaerobic bacteria; (gluteraldehyde) shall be fed monthly at the dosages prescribed by the drum label.

22. CLOSED CHILLED WATER SYSTEMS

A. The treatment program shall address the interrelated preventative maintenance items of corrosion control and biofouling control. Chilled water loops will be treated once per year by the Awardee to meet these specifications. Any additional treatment will be purchased separately by SBBC.

B. Corrosion and microbiological control criteria:

| | | |
|---|---|---|
| 1 | Mild steel | Below 0.2 mils per year |
| 2 | Copper corrosion | Rates below 0.1 mils per year |
| 3 | Bacteria | Less than 10000 CFU/ml |

C. The inhibitor product shall be a liquid containing nitrite, borate, alkalinity buffer, silicate and azole. Inhibitor control:

| | | |
|---|---|---|
| 1 | Sodium Nitrite | 300-600 parts per million as nitrite |
| 2 | Azole | 5-10 parts per million as tolytriazole |

D. The biocide product must be designed to prevent biological growth within the closed systems.
   1) Apply a gluteraldhyde based non-oxidizing, nonionic biocide to control bacteria to levels below 10000 CFU/ml.
   2) Inject the neat products, as needed, directly into the closed system piping in proportion to system volume by chemical feed pump or, when approved by the program manager, by means of a bypass type feeder.

23. CLOSED HOT WATER SYSTEMS
   A. The treatment program shall address the interrelated preventative maintenance items of corrosion control and biofouling control. Hot water loops will be treated once per year by the Awardee to meet these specifications. Any additional treatment will be purchased separately by SBBC.
   B. Corrosion and microbiological control criteria:

| | | |
|---|---|---|
| 1 | Mild steel | Rates below 0.5 mils per year |
| 2 | Copper corrosion | Rates below 0.2 mils per year |
| 3 | Bacteria | Less than 10000 CFU/ml |

C. The inhibitor product shall be a liquid containing nitrite, borate, alkalinity buffer, silicate and azole.
   Inhibitor control:

| | | |
|---|---|---|
| 1 | Sodium Nitrite | 600-800 parts per million as nitrite |
| 2 | Azole | Awardee recommended level |
| 3 | Sodium Metasilicate | Awardee recommended level |
| 4 | System pH | Awardee recommended level |

D. Periodic corrosion studies
   1) Corrosion coupon studies shall be run at 120-day intervals on both cooling tower systems and chilled water loop systems
   2) Corrosion coupons and evaluation shall be furnished, without additional cost to SBBC.
   3) Evaluation of corrosion coupons shall be conducted by the Awardee's.
   4) SBBC reserves the right to purchase coupons from another source and to have these coupons evaluated by an accredited independent laboratory. Awardee is responsible for the cost of both mild steel and copper corrosion coupons and their analysis cost.

24. CONDENSER INSPECTION
   A. Awardee must provide and operate equipment capable of displaying and recording, clear visual images of the interior of tube surfaces. This inspection service is to be available and provided for selected condensers when they are opened for annual inspection.
   B. Inspection service shall be made available on other occasions deemed desirable by the District Maintenance Department.
   C. The PPO Supervisor assigned will provide one of the three technical service representative two weeks advance notice of openings where this inspection service is required or desired.
   D. Awardee must provide documentation that they are capable of providing a boroscope for any necessary evaluations as deemed appropriate by SBBC. Awardee must include information about the boroscope studies. **Response MUST be labeled, "Water Treatment Specification 24D."**

25. SBBC has standardized virtually its entire stock of chemical feed equipment. At SBBC's option, Awardee MAY provide new water treatment equipment and necessary replacement parts under warranty for three years after the date of installation. The current water treatment equipment list is as follows, found at nearly every location:
   A. Pulsafeeder MicroVision

B. Pulsafeeder pump for inhibitor and non-oxidizing biocide 24 GPD, oxidizing biocide 30 GPD pump with degassing head.
C. Spill containment capable of handling 110% of material at site.
D. Corrosion coupon rack 2-stage unit for analysis of both copper and mild steel coupons
E. Meter Master 3/4" contacting water meter

This is not an exhaustive list. Additional manufacturers of equipment may be found occasionally at sites throughout the District.

26. SBBC PPO HVAC personnel will be solely responsible for the installation of any water treatment equipment.

27. APPLICATION AND CONTROL
A. In the event that SBBC elects to purchase any new equipment or replacement parts under this Bid, the Awardee must submit product data and drawings for all new equipment or modifications to existing equipment to SBBC for approval prior to the Awardee ordering and delivering equipment.
B. It is necessary or desirable to apply closed loop treatments using bypass feeders, the Awardee's personnel will make the application by following industry standard safety practices and using proper protective equipment.

28. SERVICE
A. All water treatment systems shall be sampled and analyzed initially and a report of these analyses submitted as soon as practical but definitely within 60 days after the beginning date of the contract.
B. Within the first 90 days of the initial contract term, an initial equipment inspection report will document, as fully as practical, all equipment covered under this contract and document its condition. A thorough inspection of chillers will be performed when they are opened for their first annual cleaning. Past inspection reports will be furnished to the Awardee by the PPO HVAC Supervisor assigned upon request.
C. A summary of the findings in these two reports, along with suggested improvements must l be submitted to the PPO HVAC Supervisor assigned at the first subsequent quarterly review meeting.
D. Awardee will be responsible to determine the compatibility of any new chemicals with the existing chemicals in the water treatment systems.
E. During each site visit, one of the three technical service representatives shall inventory chemicals on site and will also work with SBBC water treatment personnel to place orders to provide sufficient lead-time to avoid material shortfalls.

29. It is incumbent upon the Awardee that if a water treatment system becomes scaled, corroded, degraded or otherwise damaged during the contract term, and it is determined to be the fault of the products or procedures recommended by the Awardee, the Awardee will be offered an opportunity to rectify the situation at the Awardee's expense. SBBC will NOT bear these costs. If the Awardee does not respond and comply promptly and satisfactorily to the best interests, standard response times and the Bid Specifications listed in this document and to the satisfaction of the PPO HVAC Supervisor assigned, SBBC shall have the right to have said water treatment equipment and systems cleaned, de-scaled, or otherwise repaired at the expense of the Awardee.

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# SECTION 5 – MINIMUM INSURANCE REQUIREMENTS

**Insurance Requirements.** The Awardee shall comply with the following insurance requirements throughout the term of this Agreement.

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.

2. **Workers' 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).

3. **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 the insured acquires any vehicles throughout the term of this Agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

4. **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.

5. **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.
   i. New vendors will receive an email notification requesting account verification and insurance agent information.
   ii. Existing vendors will receive an email notification of the current status.

6. **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
   i. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
   ii. All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.
   iii. 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

7. **Cancellation of Insurance.** Awardee is 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 canceled.

8. **Acceptability of Insurance.** 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.

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# SECTION 6 – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

**SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP):** The 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. **Please visit our website to access the SBBC's SDOP Policy 3330:**
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/Policy%203330_Revised%204.21.2020.pdf

Nondiscrimination:
Each Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Bidder 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 Bidder on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Bidder 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**

In accordance with SBBC Policy No. 3330, Section E.7.b., The GSC has recommended, the PPO department ("end-user") use a form of vendor rotation in the "bid" selection process. To include at least one (1) SBBC Certified SMWBE in the bid process.

**All Bidders/Proposers** must complete Document 00471 at the time of submission (see Attachment A). The SBBC-Certified S/M/WBE firms should provide one of the following types of evidence of SBBC-Certification:

a. SBBC S/M/WBE Certificate or
b. SBBC Letter of S/M/WBE Certification

**For Information on "How to become certified", visit our website at www.browardschools.com/Page58415**

**Also visit** browardschools.com/Page/59879 **for the list of current SBBC certified vendors.**

# SECTION 7 – GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. Electronic signatures on bid documents will be accepted pursuant to Section 668.004, Florida Statutes. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**

   a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.

   b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement & Warehousing Services **on or before 2:00 p.m. ET on the date due** for bid to be considered**.** Bids shall be opened at 2:00 p.m. ET on the date due. Bids submitted by email, telegraphic or facsimile transmission shall not be accepted.

   c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.**

   d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute Attachment D "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such an attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete their portion of the form. Failure to submit and execute this form, with the bid, shall result in the bid being considered "non-responsive" and bid rejected**.**

2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to the quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted shall govern.

   All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered shall not be a consideration in the determination of an award of the bid(s).** If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

   a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of agreements for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.

   b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.

   c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. 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 Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. Instead of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

   e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.

3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of the request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement & Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.

4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless the actual date of delivery is specified (or if specified delivery cannot be met), show the 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 SBBC administration is closed.

5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement & Warehousing Services no later than **ten working days, or as stated in the Special Conditions,** prior to the original bid opening date. If necessary, an Addendum shall be issued.

6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes 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.

7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.

8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.

9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. 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 seller and return product at Awardee's expense.

10. **PAYMENT:** Payment shall 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. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).

11. **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 Bidder 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 Bid. Any employees identified by the Bidder when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES, AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 5 of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (continued…)

12. 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 Agreement.

13. **LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications, and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications, and Registrations required for this Bid 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. Bidder must submit a copy of all its current Licenses, Certifications, and Registrations required as described herein, either with its Bid 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 within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.*

14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC 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 Agreement, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

15. **OSHA:** The Awardee warrants that the product supplied to SBBC 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 shall be considered as a breach of agreement.

16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

17. **ANTI-DISCRIMINATION:** SBBC, prohibits any policy or procedure which results in discrimination based on 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, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.

18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.

19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall 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 SBBC occasioned by the negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Agreement as a result of their bid.

20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of the bid, SBBC shall 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 shall be returned to the Awardee.

21. **CANCELLATION:** In the event, any of the provisions of this bid 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, a recommendation shall be made to SBBC for immediate cancellation.

22. **IRREVOCABILITY OF BID**: A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.

23. **INFORMATION NOT IN ITB**: No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.

24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place an order for goods/services as a result of this award. Order placement shall be based upon the needs and best interests of SBBC.

25. **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. (Unless otherwise stated in the Special Conditions) Payment shall 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 shall make direct payments to the vendor.

26. **NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) **7:00 a.m. to 2:00 p.m. ET.**

27. **SUBSTITUTIONS:** SBBC *SHALL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.

28. **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 Bidder is a responsible Bidder.

29. **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 SBBC also be 100% formaldehyde-free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** shall be supplied.

30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement & Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.

31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. 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 an agreement entered into as a result of this bid or (b) the termination date under any applicable period of extension under an agreement entered into as a result of this bid.

32. **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 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.

33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **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 shall be deemed to be not correct and may be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included in Purchase Order.

34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete Agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee 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.

35. **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 Agreement term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment shall 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 Agreement and were connected to the SBBC's network.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, 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 SBBC 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 SBBC 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 SBBC administration is closed. Section 3 b, Chapter 120.57, 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 3, Chapter 120.57), 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 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. 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 & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement & Warehousing Services and on www.demandstar.com on April 6, 2023 at 3:00 pm and shall remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted in Procurement & Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB 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 ITB 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 SBBC 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 SBBC 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 SBBC 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 Agreement. SBBC shall provide the estimated Agreement amount to the vendor 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 Agreement 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. **All documentation necessary for the protest proceedings shall 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. (continued….)**

37. (Continued):
    **Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.**

38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time-stamped in PROCUREMENT & WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due. The address for bid submittal, including hand-delivery and overnight courier delivery, is indicated as 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement & Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder 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 1.)

39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. A packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment shall result in refusal of shipment at the Awardee's expense.

40. **USE OF OTHER AGREEMENTS:** SBBC reserves the right to utilize any other SBBC agreement, any State of Florida Agreement, any agreement awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code 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.

41. **LIABILITY: Any bid that fails to accept these conditions shall be rejected as "non-responsive."**
    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 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 or due to the products, goods, or services furnished by Awardee, its agents, servants, or employees; the equipment of 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 are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Awardee, SBBC, or otherwise.

42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

43. **GOVERNING LAW**: This ITB and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **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 bid 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.

45. **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 nonfinancial 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 a government-wide effect. A lower-tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement agreement for goods or services, regardless of type, under a primary covered transaction; and any procurement agreement 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 agreement 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 bid, 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.

Every time a Bid is submitted that includes a reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**

46. **REASONABLE ACCOMMODATION:** 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.

47. **SEVERABILITY:** If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this ITB 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 ITB 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.

48. **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 Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder'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.

49. **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 shall be recorded on SBBC'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.

50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for an award shall be given to Bidders in the following sequence:

- 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;
- The Broward County Certified Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
- The Florida Certified Minority/Women Business Enterprise Bidder;
- The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
- The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
- If the application of the above criteria does not indicate a priority for an award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement & Warehousing Services; the tie low bid Bidders invited to be present as witnesses.

Included as a part of these bid 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 shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for a bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the ITB form.

51. **DISPUTES**: In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
- The ITB; then
- Bidder's submitted bid.

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this Agreement must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to the submission of Bid. **For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit** www.browardschools.com/sdop.

53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.

54. **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 shall 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 Agreement to SBBC, and who meet any or all of the three requirements identified above.** This background screening shall be conducted by SBBC in advance of the Awardee or its personnel providing any services. The awardee shall 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 the 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 July 1, 2015, 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 an SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall 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 an Agreement Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and an 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. **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 shall be one year from the date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**

**Awardees 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.**

55. **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 shall 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, agreements or sub-agreements that directly or indirectly pertain to the transactions between the District and the Awardee(s).

56. **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 Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.

57. **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 SBBC. These orders shall 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 Awardees 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. (continued….)

57. 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 an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

58. **NONCONFORMANCE TO AGREEMENT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in the bid and/or Purchase Order may be rejected upon delivery and/or maybe 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) For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
   b) All departments being advised not to do business with Awardee.

59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, 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 & 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 & Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the release of the solicitation until the Agreement is awarded by SBBC. Further, any Awardee, 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 Awardee is attempting to sell goods or services to SBBC 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 Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

60. **TERMINATION:** This ITB award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days written notice that SBBC is terminating the ITB award.

61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. **MEET OR RELEASE:** If during the Agreement term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this Agreement, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC shall request Awardee to meet the lower price offered by the third party supplier. The awardee shall be required to respond to this request within three (3) days of the request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this Agreement. No response to this request shall indicate that Awardee is unable to offer the item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of Agreement. Each purchase shall be considered separate and apart from each other.

63. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to 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.

(continued)

63. *Awardee agrees that it may create, receive from or on behalf of SBBC, 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 shall: (1) hold the Confidential Records in strict confidence and shall 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 SBBC 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 SBBC, Awardee agrees to provide SBBC 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 SBBC to terminate any contract with Awardee.*

64. **PROPRIETARY INFORMATION**: Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent, a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

    Should a public record request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. The awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public record request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

65. **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 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 will immediately terminate this Agreement. Termination pursuant to this section is not a breach of this Agreement and may not be considered as such.

66. **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Awardee 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, Awardee 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. Awardee 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 Awardee does not transfer the public records to SBBC. Upon completion of the Agreement, Awardee shall transfer, at no cost, to SBBC all public records in possession of Awardee or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Awardee transfers all public records to SBBC upon completion of the Agreement, Awardee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee keeps and maintains public records upon completion of the Agreement, Awardee 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. (continued……)

66. **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.**

67. **NONDISCRIMINATION:** As a condition of entering into the award of this ITB, Awardee 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.

    As part of such compliance, Awardee 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 Awardee retaliate against any person for reporting instances of such discrimination. Awardee 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. Awardee understands and agrees that a material violation of this clause is considered a material breach of an award of this ITB and may result in termination of this ITB, disqualification of the company from participating in SBBC's solicitations, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

68. **ANNUAL APPROPRIATION**: SBBC's performance and obligations under this ITB 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 ITB, this ITB 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.

69. **EXCESS FUNDS**: Any party receiving funds paid by SBBC under this ITB 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.

70. **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 ITB and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

71. **NO THIRD PARTY BENEFICIARIES**: The parties (SBBC and Awardee) expressly acknowledge that it is not their intent to create or confer any rights or obligations under this ITB in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this ITB. The parties agree that there are no third-party beneficiaries to this ITB and that no third-party is entitled to assert a claim against any of the parties based upon this ITB. 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 ITB.

72. **DEFAULT**: The parties (SBBC and Awardee) agree that, if either party is in default of its obligations under this ITB, 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 ITB 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 60.

73. **INDEPENDENT CONTRACTOR**: The parties (SBBC and Awardee) to this ITB are acting in the capacity of independent contractor(s) 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 ITB. 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.

74. **RIGHTS AND REMEDIES**: The duties and obligations imposed by this ITB 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.

**[THIS SECTION IS INTENTIONALLY LEFT BLANK]**

# SECTION 8 – FORMS AND ATTACHMENTS

Please fill out all the attachments below. Some attachments must be notarized.

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

Attachment A

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

## ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

**Document 00471**

## Bidder/Proposer Assurance Statement

All Proposers/Bidders must submit Doc. 00471

| **SOLICITATION #:** | |
|---|---|

A prospective S/M/WBE Bidder/ Proposer responding to a School District solicitation, for which project scope is not predefined, must submit ***Document 00471 – Bidder/Proposer Assurance Statement*** – at the time of bid submission. Such documentation is required by the SBBC to affirm its intent to self-perform and meet the S/M/WBE requirements indicated in the solicitation.

NAME OF PRIME BIDDER/PROPOSER _____

Submitting Firm is a SBBC Certified S/M/WBE: YES ☐ NO ☐
If "Yes", select the S/M/WBE Status:

| S/M/WBE STATUS | |
|---|---|
| **MBE – AA** | |
| **MWBE – AA** | |
| **MBE – HA** | |
| **MWBE – HA** | |
| **MBE – APA** | |
| **MWBE – APA** | |
| **WBE** | |
| **SBE** | |

***The Bidder/Proposer Assurance Form must be submitted with the SBBC Certification for S/M/WBE.***

_____ _____
*(Signature and Date)* *(Title)*

## 1. MONTHLY UTILIZATION REPORT

If awarded, the awardee shall login to the SDOP Management System (SMS) monthly to report payments made to the certified Small/Minority/Women Business Enterprise (S/M/WBE) subcontractor listed in the original proposal submitted.

If you are a S/M/WBE Prime self performing, monthly payments received must be reported through the SDOP Management System (SMS).

Access the SMS: Your username is your email address. If you are S/M/WBE certified or currently a prime or subcontractor with a local public or county agency, your firm may already have an existing account.

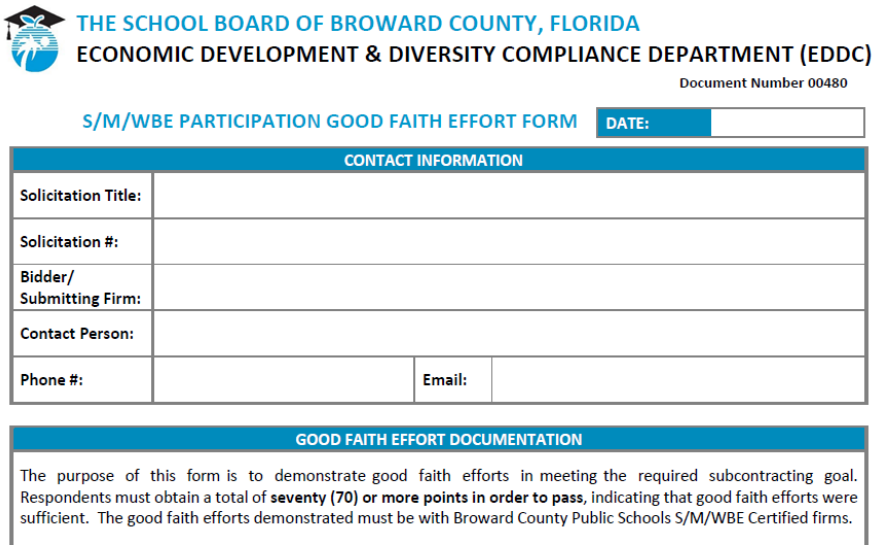
**Monthly Utilization Reports are due on the first of the month.** After two weeks, the system will no longer be open – for that reporting period – and a request must be submitted to the EDDC Business Intelligence & Process Management Team at eddcbiteam@browardschools.com.

The Economic Development & Diversity Compliance department 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. For information on how to become a certified supplier, visit the certification webpage.

You may also access the certified S/M/WBE directory at browardschools.com/SDOP.

## 2. FORM 00480 - S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

Access the certified S/M/WBE directory at browardschools.com/SDOP
**Document Link:**
browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00480%20Good%20Faith%20Effort%20Form.pdf
**Document Preview:**



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)
Document Number 00480

S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM | DATE:

| CONTACT INFORMATION | | | |
|---|---|---|---|
| Solicitation Title: | | | |
| Solicitation #: | | | |
| Bidder/ Submitting Firm: | | | |
| Contact Person: | | | |
| Phone #: | | Email: | |

| GOOD FAITH EFFORT DOCUMENTATION |
|---|
| The purpose of this form is to demonstrate good faith efforts in meeting the required subcontracting goal. Respondents must obtain a total of **seventy (70) or more points in order to pass**, indicating that good faith efforts were sufficient. The good faith efforts demonstrated must be with Broward County Public Schools S/M/WBE Certified firms. |

The certified S/M/WBE directory is available at browardschools.com/SDOP.

# ATTACHMENT B – CONFLICT OF INTEREST

**MUST BE COMPLETED BY ALL BIDDERS.**

## DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder 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 Bidder's Employee | SBBC Title or Position of Bidder's Employee | SBBC Department/ School of Bidder's Employee |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

_____ _____
Signature Company Name

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

# ATTACHMENT C – DEBARMENT

**MUST BE COMPLETED BY ALL BIDDERS.**

## 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.

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Signature(s) Date

## [THIS SPACE IS INTENTIONALLY LEFT BLANK]

# INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT C

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.

# ATTACHMENT D – BIDDER PREFERENCE

**See Special Condition 13**

## LEGAL OPINION OF BIDDER PREFERENCE

**MUST BE COMPLETED BY ALL BIDDERS.**

Bidder (Firm) Name: _____

Identify the state in which the Bidder has its principal place of business: _____

Bidder's Signature: _____

**INSTRUCTIONS: If your principal place of business 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 the 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 agreements 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 agreements 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 agreements 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 agreements 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: _____

# ATTACHMENT E – 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 _____

_____

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 shall 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).

4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall 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. Shall 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. I 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 name of notary public)

_____
(Notary Public Signature)

(seal/stamp above)

# ATTACHMENT F – WORKERS' COMPENSATION AFFIDAVIT

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

## WORKERS' COMPENSATION AFFIDAVIT

---

### CERTIFICATION OF NUMBER OF EMPLOYEES

_____ (Bidder 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:

# ATTACHMENT G – 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: _____
(Company Name)

TO:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: DENISE TORRANO
BID: FY24-034 – WATER TREATMENT CHEMICALS

# SECTION 9 – STATEMENT OF "NO BID"

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, before the Bid Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information shall help SBBC in the preparation of future Bids.

Company Name:_____

Contact: _____

Contact's Email: _____

Telephone: _____

| ✓ | **Reasons for "NO Bid":** |
|---|---|
| ☐ | 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 Invitation to Bid. |
| ☐ | Unable to hold prices firm through the term of the Agreement 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 ITB**

# PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS


3/15/2023

**ADDENDUM NO.** 1

**ITB** FY24-034

**BID NAME:** WATER TREATMENT CHEMICALS

**TO ALL BIDDERS:**

This Addendum amends the above-referenced **ITB** in the following particulars only:

1. This new language will replace the Tie Bid Procedures included in the ITB General Conditions.

7.50 **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 School Board of Broward County, Florida, M/WBE certified vendor.
c) The Broward County Certified M/WBE vendor;
d) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
e) The Florida Certified Minority/Women Business Enterprise vendor;
f) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
g) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
h) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
i) 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 & Warehousing Services; the tie low bid vendors invited to be present as witnesses.

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Required Response Form", Section 1 of **ITB** FY24-034 Bidder certifies acceptance of this Addendum

Sincerely,

*Denise Torrano*
Denise Torrano
Purchasing Agent

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

March 9, 2026

TO: School Board Members

FROM: Mark D. Dorsett
Chief Operations Officer - *Task Assigned*

VIA: Dr. Howard Hepburn ## HH (Mar 9, 2026 13:51:30 EDT)
Superintendent of Schools

SUBJECT: **REQUEST TO REVISE OO-14 - ITB-FY24-034 – WATER TREATMENT CHEMICALS, FOR THE MARCH 10, 2025, REGULAR SCHOOL BOARD MEETING**

Attached is a revision for OO-14 - FY20-121 – ITB-FY24-034 – Water Treatment Chemicals for the March 10, 2026, Regular School Board Meeting.

Revised:

- Executive Summary
  - Contact Person Job Title Correction

HH/MDD/:bm
Attachment(s)

c: Cabinet
Senior Leadership Team

**For more information, please contact:**
Name: Mark D. Dorsett
Title: ~~Task Assigned~~, Chief Operations Officer, Task Assigned
Phone: 754-321-2659

**EXECUTIVE SUMMARY**

**Recommendation to Approve Additional Spending Authority and Approve the First Renewal ITB Term ITB-FY24-034 – Water Treatment Chemicals**

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**Board Meeting Date:** March 10, 2026

**REVISED**

**Requested Action:**
Approve the First Renewal and Additional Spending Authority in the amount of $613,000 for Invitation to Bid (ITB) ITB-FY24-034 – Water Treatment Chemicals with the following two (2) Vendors: 1) Premier Water& Energy Technology, LLC; 2) SWE, Inc. d/b/a Southwest Engineers.

**School Board Policy Requirement/Authority:** Not Applicable

**Statutory Requirement/Authority:** Yes. Routine and preventive maintenance for Heating, Ventilation, and Air Conditioning (HVAC) Systems is required under the State Requirements for Educational Facilities (SREF) 2014, Florida Department of Education, specifically Chapter 5.

**District-Zone Impact:** District-wide

**Impact of the School Board's Vote:**
- **If the School Board votes "Yes":** Continuance of the Maintenance Program, to provide water treatment for all chemically treated systems throughout the District.
- **If the School Board votes "No":** No maintenance program to prevent the development of scale, corrosion, mold and micro-biological growth in the HVAC equipment.

**Background/History**
This bid is utilized by The Physical Plant Operations (PPO) Department as part of the District's Maintenance Program, to provide water treatment for all chemically treated HVAC systems throughout the District.

The term of the bid is for three (3) years, and may, by mutual agreement between The School Board of Broward County, Florida, and the Awardee, be renewed for two (2) additional one (1) year periods and, if needed, six (6) months beyond the expiration date of the final renewal period.

Original ITB Term: July 1, 2023, through June 30, 2026; First Renewal Term: July 1, 2026, through June 30, 2027; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

**Alignment to 2027 Goals and Guardrails:**
Guardrail 1: Safety

**Measurable Outcome(s)/Return on Investment:**
These chemicals and this service are essential to avoid endangering public health and safety, increase the life expectancy of the equipment and to reduce costs and downtime of the HVAC systems.

**Financial Impact, Funding Source & Budget Status:**
This project has a financial impact of $613,000. The new total award amount is $1,853,000 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 | 5/9/2023 | Yes | PPO operating budget | $1,240,000 | 36 |
| First Renewal - Additional Spending Authority<br>~~5~~ Months Remaining This FY (FY25-26)<br>$192,930 | 3/10/2026 | Yes<br>(Feb 2026 – June 2026)<br>$192,930 | PPO operating budget<br>Various Schools and Admin Sites<br>Fund: 1000 | $192,930<br>(Feb 2026 – June 2026)<br>$420,070<br>(July 2026 – June 2027) | 12 |
| **Total Agreement Amount** | | | | **$1,853,000** | |

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.

**Impact on Schools:**
Yes. The impact on schools will be safer for students, visitors, and staff and will increase the life expectancy of the HVAC equipment.

**If there is an impact on schools, how will schools be selected/prioritized:**
Water treatment chemicals are installed during routine preventive maintenance.

**Stakeholder Engagement/ End-User Input:**
Not Applicable

**If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle:**
Not Applicable

**Additional Backup:**
Not Applicable

Status: ADDED ITEM

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | OO. Operations |
| **DEPARTMENT:** | Procurement & Logistics Operations |

| | |
|---|---|
| Agenda Item Number: | OO-15. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**ITB26-104 - Identification and Card Solution**
**ADDED**

**REQUESTED ACTION:**

**Approve the Award of Invitation to Bid (ITB) ITB26-104 – Identification and Card Solution to the following Vendor: IdentiSys Inc. and approve spending authority in the amount of $650,000. 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.

**EXHIBITS:**

- Executive Summary
- Financial Analysis Worksheet
- Award Recommendation
- Invitation to Bid

**FINANCIAL IMPACT:**

$650,000 and is funded by Various Schools Operating Budgets.

**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: | 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 Feb 24, 2026

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

Approved in Open Board Meeting On: March 10, 2026

By: _____
School Board Chair

**For more information, please contact:**
Name: Trey Davis
Title: Chief Information Officer
Phone: 754-321-2607

**EXECUTIVE SUMMARY**

**Recommendation of $500,000 or Greater**
**ITB26-104 - Identification and Card Solution**

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**Board Meeting Date:** March 10, 2026

**Recommended Action:**
Approve the Award of Invitation to Bid (ITB) ITB26-104 – Identification and Card Solution to the following Vendor: Identisys Incorporated and approve spending authority in the amount of $650,000.

**School Board Policy Requirement/Authority:**
Student identification badges support existing School Board safety and security expectations and are implemented through District-wide administrative practices rather than a single standalone policy.

**Statutory Requirement/Authority:**
The Florida Department of Education does *not* require students to have or carry physical student ID cards.

**District-Zone Impact:** District-wide

**Impact of the School Board's Vote:**
**- If the School Board votes "Yes":**
Approval of this bid will provide the District with a standardized, reliable solution for producing student and staff identification cards, ensuring consistent access to approved printers, supplies, training, and warranty support. This will improve operational efficiency, enhance campus safety, and reduce long-term costs by eliminating fragmented and ad-hoc purchasing.
**- If the School Board votes "No":**
If the bid is not approved, schools and departments will continue to rely on fragmented, short-term purchasing methods for ID printers and supplies, resulting in inconsistent equipment, higher costs, and increased operational risk. This may also delay or limit the District's ability to consistently produce student and staff identification badges in support of safety and operational needs.

**Background/History**:
The ID Printer Bid was initiated to replace the District's existing Board-approved Identification and Card Solution Agreement (FY21-213), which expired on January 31, 2026, and to ensure continuity of student and staff ID card production. Concurrently, District leadership advanced a unified badging initiative to standardize identification, enhance safety practices, and address aging or discontinued printer models, prompting the need for updated, scalable equipment. As a result, ITB26-104 was issued through a competitive solicitation process, culminating in a recommendation to award the bid to Identisys Incorporated to maintain uninterrupted operations and support District-wide badging needs.

Original ITB Term: March 10, 2026, through March 9, 2029, with two (2) additional one (1) year renewal options; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

**Alignment to 2027 Goals and Guardrails:**
Guardrail 1 Safety
Guardrail 2 Equity
Guardrail 2 School Support

**Measurable Outcome(s)/Return on Investment:**
Approval of this item will improve operational efficiency by reducing ID card production delays, equipment downtime, and inconsistent purchasing through standardized, District-approved printers, supplies, and warranty support. The District will realize a return on investment through competitively bid pricing, reduced ad-hoc purchases, extended equipment lifespan, and decreased staff time spent supporting unsupported or discontinued devices.

**Financial Impact, Funding Source & Budget Status:**
The total financial impact to the District is $650,000 and is funded by Various Schools Operating Budgets.

| ACTION | BOARD DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT | TERM (months) |
|---|---|---|---|---|---|
| Original spending authority request (March 10, 2026, through March 9, 2029) | 3/10/2026 | YES FY26<br>No FY27<br>No FY28<br>No FY29 | Various Schools Operating Budgets | $72,222.22FY26 FY26-March 2026 to June 2026<br>$216,666.67 FY27-July 2026 to June 2027<br>$216,666.67 FY28-July 2027 to June 2028<br>$144,444.44 FY29-July 2028 to Match 2029 | 36 |
| **Total ITB Amount** | | | | **$650,000** | |

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. Making this a multi-year agreement provides long-term cost savings by locking in competitive pricing and avoiding future market fluctuations.

**Procurement Method:**
Pursuant to Purchasing Policy 3800, in accordance with Rule 6A-1.012(1)(b), Florida Administrative Code, 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. Pursuant to Section 6A-1.102, F.A.C. and School Board Policy 3800: "If less than two (2) responsive proposals for a commodity or contractual services are received, the School District may negotiate on the best terms and conditions or decide to reject all proposals. The School District shall document the reasons that negotiating terms and conditions with the sole proposer is in the best interest of the District in lieu of re-soliciting proposals." Proposed prices are similar to current prices. SBBC negotiated with the proposed Awardee. Pricing stayed the same as proposed. PWS and PPO decided that it is in the best interest to the District to proceed with this award.

**Impact on Schools:**
Schools will benefit from standardized access to approved ID printing equipment, supplies, and warranty support to ensure consistent and reliable student and staff identification.

**If there is an impact on schools, how will schools be selected/prioritized:**
Schools will be prioritized based on operational need, safety requirements, and availability of authorized funding, with District-wide access to approved equipment and supplies.

**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):** | ITB26-104 | **Preparation Date:** | February 9, 2026 |
| **Previous Bid # (Ex: 10-004R):** | FY21-213 | **Buyer/PA:** | MAYA BALSECA |
| **New Bid Award Total:** | $650,000 | **Bid Title:** | Identification and Card Solutions |
| **Previous Award Total:** | | | |
| **Bid Type:** | NEW BID | | |
| **Previous Bid Term (Start Date):** | 1/20/2025 | **New Bid Term (In Months):** | 36 |
| **Previous Bid Term (End Date):** | 1/31/2026 | **# 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:** | PLEASE SEE NOTES SECTION |
| **Unused Authorized Spending:** | **$0** |
| **Est. Forecasted Spend (For Entire Bid Term):** | **PLEASE SEE NOTES SECTION** |

| VENDOR INFORMATION | | |
|---|---|---|
| **Awarded Vendors:** | **M/WBE Status (If applicable):** | **Spend:** |
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| | **PO VENDOR SPEND:** | $ - |
| | **P-CARD SPEND:** | $ - |
| | **TOTAL SPEND:** | $ - |

**NOTES (Type Below):**

Various School's Operating Budgets

| Default Funding Source* | | Department/School & Sign-off Information* | |
|---|---|---|---|
| **Cost Center** | (see above) | **Name** (First & Last) | Daryl Diamond |
| **Fund** | | **Title** | Director |
| **Functional Area** | | **Department/School Name** | Project Management Office |
| **Commitment Item** | | **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.**

# AWARD RECOMMENDATION
## NOTICE OF AWARD OR INTENDED AWARD

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

ITB #: ITB26-104

Tentative Board Meeting Date*: 03/10/2026

ITB Title: Identification and Card Solution

# Notified: 712

# Downloaded: 34

# of Responses Rec'd: 1

# of "No Bids": 0

For: Technology Support Services
(School/Department)

ITB Opening Date : 01/22/2026

Fund: Various Schools Operating Budgets

Advertised Date: 11/24/2025

**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 **FEBRUARY 11, 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 |
|---|---|
| IdentiSys, Inc. | Group 1, 2, and 3 |

(*) Certified firms - None

Contract Period: Three (3) year Agreement beginning upon approval by the Board

By: Maya Balseca
(Purchasing Agent)

Date: 02/11/2026

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.

PROCUREMENT & LOGISTIC OPERATIONS

Broward County Public Schools

**Group 1**
Brand Specification: EVOLIS

| Item # | Part # | Description | Estimated Quantity | Unit of Measure | Price Per Unit of Measure | Extended Total Price |
|---|---|---|---|---|---|---|
| 1 | **This package is made up of a EVOLIS SIMPLEX (single-sided) ID card printer** | | 100 | package | $2,651.48 | $265,148.00 |
| | PM2-0050-IDE | Primacy 2 SE Simplex Expert Printer without option, USB & Ethernet | | | | |
| | | ID Printing Software | | | | |
| | | 3 year Warrantee | | | | |
| | | On-site Installation and Training | | | | |
| | | Standard Webcam (minimum resolution of 3 megapixels) with 6 foot USB Extension Cable | | | | |
| | R5F208A113 | YMCKO Color Ribbon - 300 Prints per Roll | | | | |
| | | CR80, 30mil, White, PVC, Tray of 500 - Blank Cards | | | | |
| | | Stapler-Style Slot Punch w/Adjustable Guide | | | | |
| | ACL001 | Regular Cleaning Kit - 5 Adhesive Cards, 5 Swabs | | | | |
| 2 | **This package is made up of a EVOLIS DUPLEX (double-sided) ID card printer** | | 100 | package | $3,019.48 | $301,948.00 |
| | PM2-0051-IDE | Primacy 2 SE Duplex Expert Printer without option, USB & Ethernet | | | | |
| | | ID Printing Software | | | | |
| | | 3 year Warrantee | | | | |
| | | On-site Installation and Training | | | | |
| | | Standard Webcam (minimum resolution of 3 megapixels) with 6 foot USB Extension Cable | | | | |
| | R5F208A113 | YMCKO Color Ribbon - 300 Prints per Roll | | | | |
| | | CR80, 30mil, White, PVC, Tray of 500 - Blank Cards | | | | |
| | | Stapler-Style Slot Punch w/Adjustable Guide | | | | |
| | ACL001 | Regular Cleaning Kit - 5 Adhesive Cards, 5 Swabs | | | | |
| | **Group 1 total (this amount will be used to determine award)** | | | | | **$567,096.00** |

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PROCUREMENT & LOGISTIC OPERATIONS

Broward County Public Schools

**Group 2**
Brand Specification: ENTRUST

| Item # | Part # | Description | Estimated Quantity | Unit of Measure | Price Per Unit of Measure | Extended Total Price |
|---|---|---|---|---|---|---|
| 1 | | **This package is made up of a ENTRUST SIMPLEX (single-sided) ID card printer** | 100 | package | $2,820.18 | $282,018.00 |
| ~~525302-001~~ | 525302-050 | Sigma ~~DS3~~ ID3 Simplex ID Card Printer - 125-Card Input Hopper | | | | |
| | | ID Printing Software | | | | |
| | | 3 year Warrantee | | | | |
| | | On-site Installation and Training | | | | |
| | | Standard Webcam (minimum resolution of 3 megapixels) | | | | |
| | 97018 | USB Extension Cable-6ft (used with Webcam Package) | | | | |
| | 525100-004-S88 | Color Ribbon Kit, YMCKT, 500 Yield | | | | |
| | | CR80, 30mil, White, PVC, Tray of 500 - Blank Cards | | | | |
| | | Stapler-Style Slot Punch w/Adjustable Guide | | | | |
| | 569946-101 | Cleaning Kit, Adhesive, (5) Rollers per pack | | | | |
| 2 | | **This package is made up of an ENTRUST DUPLEX (double-sided) ID card printer** | 100 | package | $3,266.33 | $326,633.00 |
| | 525302-053 | Entrust Sigma ID3 Printer, Duplex, 125-Card Input Hopper | | | | |
| | | ID Printing Software | | | | |
| | | 3 year Warrantee | | | | |
| | | On-site Installation and Training | | | | |
| | | Standard Webcam (minimum resolution of 3 megapixels) with 6 foot USB Extension Cable | | | | |
| | 525100-004-S88 | Color Ribbon Kit, YMCKT, 500 Yield | | | | |
| | | CR80, 30mil, White, PVC, Tray of 500 - Blank Cards | | | | |
| | | Stapler-Style Slot Punch w/Adjustable Guide | | | | |
| | ~~ACL001~~ | ~~Regular Cleaning Kit – 5 Adhesive Cards, 5 Swabs~~ | | | | |
| | 569946-101 | Cleaning Kit, Adhesive, (5) Rollers per pack | | | | |
| | | **Group 2 total (this amount will be used to determine award)** | | | | **$608,651.00** |

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PROCUREMENT & LOGISTIC OPERATIONS

Broward County Public Schools

**Group 3**
**Consumables and Accessories**

| Item # | Manufacturer | Part # | Description | Estimated Quantity | Unit of Measure | Price Per Unit of Measure | Extended Total Price |
|---|---|---|---|---|---|---|---|
| 1 | Evolis | R5F208A113 | YMCKO Color Ribbon - 300 Prints per Roll | 100 | each | $64.95 | $6,495.00 |
| 2 | Evolis | R6F207NAAA | YMCKOO Color Ribbon - 250 Prints per Roll | 100 | each | $69.95 | $6,995.00 |
| 3 | Evolis | ACL001 | Regular Cleaning Kit - 5 Adhesive Cards, 5 Swabs | 100 | each | $28.00 | $2,800.00 |
| 4 | Entrust | 525100-004-S88 | Color Ribbon Kit, YMCKT, 500 Yield | 100 | each | $125.00 | $12,500.00 |
| 5 | Entrust | 552141-002 | Cleaning Cards (10 pack) Isopropanol cleaning cards | 100 | each | $4.40 | $440.00 |
| 6 | Entrust | 569946-101 | Cleaning Kit, Adhesive, (5) Rollers per pack | 100 | each | $14.80 | $1,480.00 |
| 7 | Entrust | 529464-001 | Sigma DS3 with Card Lamination Module | 100 | each | $2,500.00 | $250,000.00 |
| 8 | unspecified brand | – | Stapler-Style Slot Punch w/Adjustable Guide | 100 | each | $102.58 | $10,258.00 |
| 9 | unspecified brand | – | CR80, 30mil, White, PVC, Tray of 500 - Blank Cards | 100 | each | $39.95 | $3,995.00 |
| 10 | | | | | | | $0.00 |
| Group 3 total (this amount will be used to determine award) | | | | | | | $294,963.00 |

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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.

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 & LOGISTIC OPERATIONS**
www.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

November 24, 2025

Dear Prospective Bidders,

**SUBJECT: Instructions to Bidders**
**Invitation to Bid: ITB26-104- Identification and Card Solution**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for the **Identification and Card Solution**. Any questions regarding this ITB should be addressed to me in writing via e-mail to maya.balseca@browardschools.com. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 7.47) shall take effect. Any bidder or lobbyist for a bidder **is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, or any other School District employee** after Procurement & Logistic Operations releases a solicitation to the General Public. All communications must go through the Purchasing Agent. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to ensure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

**EMERGING/SMALL/VETERAN/MINORITY/WOMEN BUSINESS ENTERPRISE (E/S/V/M/WBE) CERTIFICATION AND PARTICIPATION (See Attachment A)**
ECONOMIC DEVELOPMENT OPPORTINITIES & COMPLIANCE (EDOC): 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, and the results of the 2023 Disparity Study conducted by Keen Independent Research (KIR). For information on E/S/V/M/WBE Certification, contact The Economic Development and Diversity Compliance Department at 754-321-0770 or visit www.browardschools.com/SDOP.

- **NON-MANDATORY BIDDERS' CONFERENCE**
  A Bidders' Conference will be held on (**SEE SECTION 2 – CALENDAR**), beginning at **9:00 a.m.** Eastern Time (ET). Representatives from all interested companies are encouraged to attend. (See Section 3.3)

- **SUBMITTAL REQUIREMENTS**
  Submittal Requirements in Section 1 is a listing of submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**
  The Bid Summary Sheets upon which the Bidder submits its prices should be completed electronically (Excel, if applicable). The Bidder Acknowledgement Section must be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- **PRICING CORRECTIONS**
  SBBC reserves the right not to tabulate any illegible entries, pencil bids, or price corrections that have not been initialed and to reject any bid containing any of these errors.

- **DUE DATE**
  Bids are due electronically (e-bidding through DemandStar) on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on the date due will not be considered.

- **STATEMENT OF "NO BID"**
  If you are **not** submitting a bid in response to this ITB, please complete Section 9, Statement of "No Bid," and return via facsimile to 754-321-0533 or scan and send via e-mail to maya.balseca@browardschools.com. Your response to the statement "No" Bid is very important to Procurement & Logistic Operations when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Maya Balseca
Purchasing Agent III

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The School Board of Broward County, Florida
**PROCUREMENT & LOGISTIC OPERATIONS**
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

# INVITATION TO BID (ITB)

**DUE DATE:** Bids must be submitted electronically via Demandstar **on or before 2:00 p.m. Eastern Time (ET):**

**1/22/2026**

Check the Addenda for any revised opening dates before submitting your bid. **Bid(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.

| ITB NO.: | RELEASE DATE: | PURCHASING AGENT: |
|---|---|---|
| **ITB26-104** | November 24, 2025 | Maya Balseca<br>754-321-0554 |

BID TITLE:

**IDENTIFICATION AND CARD SOLUTION**

## SECTION 1 – BIDDER ACKNOWLEDGEMENT

**THIS MUST BE COMPLETED BY ALL BIDDERS.**

**IN ACCORDANCE WITH GENERAL CONDITION 7.2.3, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY, INCLUDING THE HANDWRITTEN OR ELECTRONIC SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT WITH THE BID WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR CONTRACT AWARD UNDER THIS COMPETITIVE SOLICITATION.**

| | |
|---|---|
| Bidder's Name (Company): | **"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to an address other than as stated on the left, please complete the section below. |
| "**Doing Business As**" (d/b/a), if applicable: | ☐ Check this box if the address is the same as stated on the left. |
| Address: | Address: |
| City: | City: |
| State: Zip: | State: Zip: |
| Federal Tax Identification Number: | Telephone Number: |
| **E-mail Address to Send Purchase Orders:** | |

I hereby certify that I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and **unconditional** acceptance of the contents of all pages in this Invitation To Bid (ITB) and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of the bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, 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 Bidder 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 3800, Part VIII, as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder 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 bid are true and accurate.

*I agree that this bid cannot be withdrawn within 90 days from the date due.*

_____
***Signature of Authorized Representative (Manual, Handwritten, or Electronic)***

_____
***Name of Authorized Representative (Typed or Printed)***

_____
***Title***

_____
***Email of Authorized Representative***

## SUBMITTAL REQUIREMENTS

In order to ensure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☒ Below have been submitted.

| | | | |
|---|---|---|---|
| ☒ Bidder Acknowledgement<br>Section 1 | ☒ Conflict of Interest Form<br>Section 8, Attachment B | ☒ Certificate of Debarment<br>Section 8, Attachment C | ☒ Drug-free Workplace<br>Section 8, Attachment E |
| ☒ Bidder's Preference Statement<br>Special Condition 3.17 | ☒ Bid Summary Sheet<br>Section 4 | ☒ EDOC Bidder/Proposer Assurance Statement Doc. 00471 (Attachment A) | ☒ EDOC Statement of Intent to Perform as E/S/V/M/WBE Subcontractor Doc. 00470 (Attachment A) (IF APPLICABLE) |
| ☒ EDOC E/S/V/MWBE Participation Schedule – Doc. 00475 (Attachment A) (IF APPLICABLE) | ☒ Bidder's Qualifications<br>Manufacturer's Certification / Local Repair<br>Special Condition 3.7 | ☒ Affidavit regarding the Use Of Coercion for Labor and Services<br>Section 8, Attachment G | ☒ Descriptive Literature<br>Special Condition 3.13 |

**Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No-Bid attached as the last page of this ITB.**

# SECTION 2 – CALENDAR

| | |
|---|---|
| Monday, November 24, 2025 | Release of ITB26-104- Identification and Card Solution |
| Tuesday, December 9, 2025 | Non-Mandatory Bidder's Conference (See Special Condition 3)<br>Procurement & Logistic Operations Department.<br>The meeting will be held at 9:00 a.m.:<br>7720 West Oakland Park Blvd., Suite 323,<br>Sunrise, Florida 33351-6704<br>Virtual Pre-bidders Conference is also available at:<br>**VIRTUAL MEETING**<br>**Join the meeting now**<br>Meeting ID: 247 427 778 990 52<br>Passcode: Bd9t7Wa3<br>Or call in (audio only) +1-754-216-1864<br>Phone Conference ID: 477 019 438# |
| Friday, December 12, 2025 | Vendor written questions (See Special Condition 2) are due on or before 5:00 p.m. ET via email to maya.balseca@browardschools.com |
| Thursday, January 22, 2026* | *Bids are due electronically (e-bidding through www.demandstar.com) on the date and time stated in Section 2.0 – Calendar. In order to have your proposal considered, it must be electronically submitted and received on or before the date and time due. Proposals received after 2:00 p.m. ET on the date due will not be considered; late bids will not be accepted.<br>NOTE: SBBC is no longer accepting submittal of proposals in hard copy format. All proposals must be submitted electronically via Demandstar.<br>Proposal Opening will be at:<br>7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33352-6704 |
| Wednesday, January 28, 2026 | Posting of Recommendation at 3:00 p.m. on Demandstar.com |

**NOTE:** If you plan to attend the public meeting or hand-deliver requested hard copies of your bid, please arrive early enough to find a parking spot, walk to the building, sign in at the Security Desk (remember to bring your photo ID!), and get to the appropriate floor.

** These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure that 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 Director of EEO/ADA 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 Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.*

# SECTION 3 – SPECIAL CONDITIONS

1. **INTRODUCTION:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on **ITB26-104 - Identification and Card Solution** as specified herein. The scope of requirements includes, but is not limited to, high performance identification card printers (Single & Dual-sided) and services to produce student and staff ID cards across the school district, including hardware, installation, training, consumable supplies and a minimum of a 3-year full warranty for all the equipment. Prices quoted shall include inside delivery to various schools, departments, and centers within Broward County, Florida. The Awardee(s) shall receive individual Purchase Orders specifying the name and ship-to address of the various schools, departments, and centers.

   The School Board of Broward County is seeking **electronic bids** from qualified vendors to provide **ID card printing systems**. This includes the supply of ID card printers (either single-sided or duplex models from **Evolis** and **Entrust**), associated consumables (for Evolis, Entrust, and Zebra printers in current use), on-site installation services, and a **3-year comprehensive warranty** on all provided equipment. The goal is to standardize and upgrade the district's ID card issuance capability with reliable, easy-to-use printers and ensure ongoing support for consumables and maintenance.

   **SUBMIT IN TIME FOR BID OPENING:**

   - E-bidding through Demandstar.com

2. **QUESTIONS FROM BIDDERS:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to **Maya Balseca, Purchasing Agent in Procurement & Logistic Operations, via email to** maya.balseca@browardschools.com who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither the Purchasing Agent nor any employee of SBBC is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 7.8 of this ITB.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

3. **NON-MANDATORY BIDDER'S CONFERENCE:** A Bidders' Conference will be held on the date and time listed in (SEE SECTION 2 – CALENDAR). All interested companies are encouraged to attend. The bidder's conference is also available through MS Teams. Virtual Conference information is listed in Section 2 – Calendar.

   The purpose of the Bidders' Conference is to allow prospective Proposers to bring forth questions they may have, to allow prospective Proposers to be aware of questions other Proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective Proposers in preparing the best and most comprehensive proposal for submission to SBBC. Questions submitted will be answered to all Proposers via Addenda. All questions shall be submitted in accordance with Section 3.2 - Questions from Bidders. Any information given by any party at the Bidder's Conference is not binding on SBBC. Only the information provided in the via Addenda shall be considered by Proposers.

   In addition, a representative from the SBBC Supplier Diversity & Outreach Program may be present to address questions regarding E/S/V/M/WBE participation.

4. **TERM:** The award of this bid shall establish a three (3) year Agreement beginning upon approval by the Board**.** Bids shall not be considered for a shorter period of time. If only one bid is received, the term of the Agreement may be reduced to one year.

5. **RENEWAL/EXTENSION:** The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two (2) additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC and Awardee may, by mutual agreement, when exercising the option terms provided herein, extend the Agreement for a term period less than the full one (1) year option term. The Procurement & Logistic Operations Department will, if considering renewing, request a letter of intent to renew from each Awardee before the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board.

# SECTION 3 – SPECIAL CONDITIONS (continued)

When a subsequent award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any agreement awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.

6. **AWARD:** This bid shall be awarded **BY GROUP**, as indicated on the Bid Summary Sheet, to one primary and one alternate. It is necessary for a Bidder to bid on every item in the group in order to have the bid considered. SBBC may need to order an individual component within a group. All items within a group must have an individual cost. **Failure to state the individual cost for any item within a group shall result in the disqualification of the group.** In the event that any item in the group does not meet the specifications, the entire group shall be disqualified. The lowest-priced Bidder for the Group shall be considered the Primary Awardee for that Group. All other responsive Bidders for that Group will be Alternate Awardees ranked by the prices they submitted. The responsive Bidder with the next lowest price will be the First Alternate Awardee, the responsive Bidder with the next lowest price after the First Alternate Awardee will be the Second Alternate Awardee, and so on. SBBC reserves the right to procure goods from Alternate Awardee(s), beginning with the First Alternate Awardee, if a) the Primary Awardee cannot comply with delivery requirements or specifications; b) the Primary Awardee is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) due to supply-chain constraints; or e) if SBBC, at its sole discretion, determines that it is in its best interest to do so.

   After the award of this bid, any Awardee who violates any specification, term, or condition of this bid can be found in default of its Agreement, have its Agreement canceled, be subject to the payment of liquidated damages, and be removed from the bid list and become ineligible to do business with SBBC for two (2) years, as described in General Conditions 7.44 and 7.64 and Part XII, of School Board Policy 3800.

7. **BIDDER QUALIFICATIONS:**

   **MANUFACTURER'S CERTIFICATION**: Bidder must have each manufacturer certify that Bidder is an authorized dealer to sell, warranty, and service that manufacturer's product. Bidder shall submit a letter from the manufacturer (on manufacturer's letterhead) or other authenticated certification document. The certification must be returned with the bid in time for bid opening or upon request. Bidder must submit the certification within the timeframe indicated in the communication to be considered for award. **Failure to submit the completed certification with the bid or upon request shall result in the disqualification of the bid for that item.**

   **LOCAL REPAIR FACILITY**: In order to be considered for an award, the Bidder must have a local repair facility that can respond to service calls. For the purpose of this bid, "LOCAL" repair station means a location in Broward, Miami-Dade, or Palm Beach Counties. The repair station and service personnel must be authorized by the manufacturer as offered in the bid documents. Proof of local repair facility that meets requirements must be submitted with the bid or upon request. Bidder must submit proof of local repair facility within the timeframe indicated in the communication to be considered for award. **Failure to submit the required proof with the bid or upon request shall result in the disqualification of the bid for that item.**

8. **DELIVERY/ FREIGHT:** Delivery must be completed within **fifteen (15) business days** of receipt of the order (ARO). All Awardees shall provide inside delivery, F.O.B. Destination, to the various SBBC locations within Broward County, Florida. SBBC's definition of "F.O.B. Destination" is that the Awardee retains title and control of goods, selects the carrier, and is responsible for the risk of transportation; title passes to SBBC upon delivery and ownership by SBBC. Pricing stated on the Bid Summary Pricing (Excel) sheet shall be all-inclusive of freight or delivery costs. Delivery or freight collection shall not be allowed. SBBC may, at their option, pick up items from the Awardee's place of business. Catalog items that are picked up shall be priced in accordance with the percentage quoted in this bid or at a lower price in accordance with the response to the Additional Information Sheet.

# SECTION 3 – SPECIAL CONDITIONS (continued)

9. **ASSEMBLY, INSTALLATION, AND/OR PLACEMENT:** It shall be the responsibility of the Awardee(s) to include on-site and inside delivery, installation, and placement, and ensure satisfactory operation of all features. Installation and/or placement cost(s) must be included in the unit price of the item or items and shall be completed within three (3) business days after the delivery date or as required by the user.

10. **BALANCE–OF–LINE OPTION:** Bidders are requested to provide one Balance-of-Line minimum discount off list percentage for items not listed on the pricing sheet to allow for new items to be purchased. This percentage discount amount should be entered on the Pricing Spreadsheet in the designated section for informational purposes only and is not part of the award process. **The percentage discount offered may not decrease throughout the term of the Agreement.** The percentage discount is a minimum, and the Awardee will extend larger discounts whenever possible.

11. **ACCEPTANCE OF MATERIALS:** The material delivered under this ITB shall remain the property of the Awardee until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein and be fully in accordance with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request to the Awardee and return the product to the Awardee at the Awardee's expense. The Awardee will be responsible for picking up defective/rejected materials. After 30 days of notification to the Awardee, if the materials are not removed, they become the property of SBBC. The Awardee shall be responsible for any disposition charges, where applicable.

12. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the Agreement period for each item and are not a guarantee. Actual quantities ordered throughout the Agreement period may be greater or less than the bid estimates and shall be furnished at the fixed Agreement price. Purchases shall be requested as needed throughout the Agreement period, and as few as one each may be ordered at one time except where minimum orders are specifically stated on the Bid Summary Sheet(s).

13. **DESCRIPTIVE LITERATURE:** If bidding other than the make(s)/brand(s) and model(s) specified in this bid, it is required that **complete descriptive technical literature on the item being bid be submitted with the bid or upon request.** Such descriptive literature shall be in sufficient detail to indicate conformance with the specifications of the make(s)/brand(s) and model(s) specified in the bid. **Failure to provide this descriptive literature in sufficient detail to complete the evaluation of the make(s)/brand(s) and model(s) offered in this bid, with this bid or upon request, shall result in disqualification of bid item submitted.**

14. **BRAND STANDARDIZATION:** In order for schools to continue purchasing consistently with the system currently used in each school, bids shall only be accepted on the make and models specified. If the model number is no longer available and has been replaced with a new updated model with new specifications, the Bidder should submit complete descriptive literature on the new model.

15. **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, war, 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. In the event that a vendor does not provide goods or services due to Force Majeure for an agreement awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

16. **INSTRUCTION MANUALS:** Awardee(s) is/are required to furnish instruction manuals with the shipment or when requested by SBBC. Each manual shall contain a definition of equipment capabilities, a technical description of equipment operation, a description of malfunction identification, and troubleshooting procedures.

# SECTION 3 – SPECIAL CONDITIONS (continued)

17. **FLORIDA BIDDING'S PREFERENCE:** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations for personal property from Bidders having a principal place of business outside the State of Florida. **ALL BIDDERS MUST COMPLETE AND SUBMIT SECTION 8, ATTACHMENT D IN ORDER TO BE CONSIDERED FOR AWARD.** Failure to submit and execute this form with the bid shall result in the bid being considered "non-responsive" and the bid rejected**.** Bidders whose principal place of business is 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 Bidder Preference form, Section 8, Attachment D, and must submit this form with the submitted bid.

18. **REQUESTS FOR QUOTES:** Before placing an order for ITB26-104 - Identification and Card Solutions as described in this bid, SBBC shall contact an Awardee to request a quote. These quotes shall follow the terms and conditions and specifications of this ITB. **All quotes submitted by the Awardee must state, as a minimum, a complete description of the item that includes the name of the manufacturer, the list price, the discount amount corresponding with the percentage awarded on this bid, and product descriptive literature.** Such descriptive literature shall be in sufficient detail to indicate conformance with specifications of the brand being quoted. **Failure to provide this descriptive literature in sufficient detail to complete the evaluation of the brand, if required, with quote or upon request, shall result in Awardee being considered for default.**

19. **INVOICES:** Invoices are to be mailed to the address provided on the SBBC-issued purchase order and emailed to frdaphelp@browardschools.com. Delivery copies, packing slips, and invoices to SBBC **MUST** include the following: 1) Purchase Order number, 2) A complete description of the items including serial number(s) where applicable, 3) Itemized list price, and 4) Total dollar amount shall be net. **Failure of an awardee to provide this information shall result in either the invoice being returned for clarification or a delay in processing said invoice for payment.**

    **Material backordered should be clearly indicated on the packing slip. Schools, departments, and centers reserve the right to cancel back-orders at any time and purchase from another vendor.**

20. **ACH PAYMENTS:** Payments will be made to Awardee(s) by SBBC via ACH (Automated Clearing House) for automatic deposits (credits) after goods or services are provided by the Awardee in accordance with bid requirements. To facilitate payments being directly deposited, the ACH Payment Agreement must be submitted to achrequests@browardschools.com. New vendors can do this as part of the supplier registration process described below. Vendors already registered on SBBC's eProcure Online Supplier Portal can update their information by downloading a copy of the ACH Payment Agreement and submitting the completed form to the Purchasing Help Desk email stated above.

21. **SUPPLIER 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 https://schoolboardofbrowardcounty.sourcing.ariba.com/ad/selfRegistration . Purchase Orders or payments cannot be issued to the Awardee without an SAP Vendor number, which is issued after completion of the Online Supplier Portal registration process. Training materials are available via our website at https://www.browardschools.com/bcps-departments/procurement (if needed).

22. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.

23. **LEAD-FREE STATEMENT:** All material supplied to SBBC must be 100% lead-free. Bidder, by virtue of signing the bid, certifies that only materials or equipment that is 100% lead-free shall be supplied to SBBC. **No bid shall be considered unless this is agreed to by the Bidder.**

24. **VALUE:** No guarantee as to the dollar amount of this bid is implied or given. SBBC is not obligated to place any orders with any Awardee participating in this bid.

# SECTION 3 – SPECIAL CONDITIONS (continued)

25. **MINIMUM ORDER**: The actual quantity ordered may be as low as one each or unit, which Awardees shall be expected to fill. Orders are to be filled as received and are not to be batched together. Therefore, the minimum order quantity shall be one unit that shall be shipped at the bid price and shall include all shipping charges for inside delivery to one location.

26. **MODEL UPDATES:** If the awarded **model is discontinued** by the manufacturer during the Agreement period, the Awardee must advise SBBC Procurement & Logistic Operations, in writing, of the non-availability of the Agreement item and submit complete descriptive literature for the new updated model for SBBC evaluation and approval which must meet or exceed the specifications for the original Agreement item. The new model must be the same make/brand as the awarded Agreement item or a brand and model that is listed as an approved brand for that bid item and must be offered at the Agreement price or less. Samples of the replacement item(s), if requested, must be supplied for evaluation by the appropriate SBBC staff. SBBC shall not be held liable for any damages incurred to the product during evaluation.

27. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three (3) years of the Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted in writing thirty (30) calendar days before the third-anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice will be returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment.

    The Director, Procurement & Logistic Operations, may, in the Director's sole discretion on behalf of the SBBC, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require the vendor to provide irrefutable evidence that ALL the following circumstances exist:

    a. The volatility is due to causes wholly beyond the vendor's control and
    b. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
    c. The effect on pricing or availability of supply is substantial, and
    d. The volatility so affects the vendor that continued performance of the Agreement would result in a substantial loss.

    Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing

28. **PRICE REDUCTIONS:** Awarded vendors may offer SBBC, at any time during the period of the Agreement, additional discounts from the prices offered in this ITB and invoice less than the prices offered in their submitted bid. If, from the date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bidding product, the lowest of these reduced prices shall be extended to SBBC.

30. **PROTECTION OF WORK, PROPERTY, AND PERSONNEL:** The 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 unless caused by SBBC. SBBC may withhold payment or make such deductions as it might deem necessary to ensure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.

31. **PRODUCT SUPPORT AND TRAINING:** The Awardee shall provide, coordinate, and plan complete product support and training for the equipment purchased for the entire Agreement period, including all renewals. Support and training shall include but not be limited to answering technical questions about the product, providing demonstrations at each Purchase Order's "ship-to" location, and troubleshooting problems with the equipment. The Awardee shall conduct training at the time of installation of the equipment, and thereafter upon request by each individual SBBC location, at no cost to SBBC. Training shall be conducted during normal working hours and scheduled at the convenience of each requesting SBBC location. Failure to provide the required training as outlined shall constitute a default of the Awardee's Agreement. (Refer to General Conditions 7.46 and 7.64 of this bid.)

# SECTION 3 – SPECIAL CONDITIONS (continued)

32. **WARRANTY:** The manufacturer's standard warranty must be provided on all bid items. The warranty shall begin after delivery and acceptance by the user of the product. Warranty shall be stated in the spaces provided in the Bid Summary Sheet. If the manufacturers' standard warranty is shorter than three (3) years, the vendor must either include an extended warranty to reach three (3) years total or provide an equivalent service guarantee themselves.

33. **W-9 FORMS:** All Bidders are requested to complete a W-9 form, which can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf, and submit it with their bid.

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# SECTION 4 – SPECIFICATIONS & BID SUMMARY (PRICING)

## 1. SPECIFICATIONS or SCOPE OF WORK:

a. **Printing Technology & Performance**: All printers shall utilize direct-to-card printing (dye-sublimation/resin thermal transfer) for durable, high-quality photo IDs. Both single-sided and dual-sided (duplex) printing capabilities are required. Dual-sided units must be able to automatically flip and print on both sides of a card in one pass; single-sided units should be field-upgradeable to dual-sided via a license or module if applicable. The printers should be high-speed, suitable for batch printing and must include hoppers for batch processing.

b. **Physical and Environmental**: The printers will be used in office environments at various schools. They should be of reasonable size and weight for desktop use.

c. **Connectivity and Networking**: The printers should have USB 2.0 or 3.0 connectivity for direct PC connection and Ethernet network capability for shared use by multiple workstations. Both Evolis and Entrust models satisfy this with built-in USB and Ethernet ports. Additionally, optional Wi-Fi connectivity modules are available for both printer lines (Entrust Sigma supports 802.11g/n, dual-band WiFi; Evolis Primacy 2 offers a WiFi option (802.11b/g). While Wi-Fi is not mandatory, bidders should specify if their solution includes wireless printing support, as this could offer flexibility in certain school environments.

d. **Software and Compatibility**: Printers must be compatible with the district's existing systems. Driver support should include Windows 11 (primary OS in use) and ideally macOS for any administrative offices using Macs. Both proposed models come with driver software and printer management suites.

e. **Installation and Training Services**: The bid must include on-site installation and initial training services for the printers supplied:

   i. Delivery and Setup: The vendor will deliver all equipment to the designated district location(s) and perform professional installation. This includes unboxing, assembling any components, and setup/configuration of the printers. Each printer should be tested on-site to ensure it is fully functional (printing a test card) before signing off. Installation involves connecting the printer via USB or network as per our instruction, installing drivers on a designated PC or server, and configuring the printer settings (print ribbon type, card size, etc.). The installation schedule will be coordinated to minimize disruption (during summer or after school hours if installing in a school office).

   ii. Configuration of Print Settings: As part of the installation, vendor will help configure card design templates if using provided software – or ensure that our existing card design is set up correctly on the new printers (color profile adjustment might be needed to match colors as closely as possible).

   iii. Integration: If needed, the vendor will assist in integrating the printers with our existing ID card issuance system. Currently, the district uses the FOCUS student information system which has the capability of printing ID badges. [e.g., an ID card software/database or the printer's included CardPresso or Entrust software]. The installer should ensure the new printers operate with our current FOCUS workflow, importing or using existing templates for ID layout if applicable. Any issues with PC compatibility or driver conflicts must be resolved as part of the setup.

   iv. Initial User Training: The vendor shall provide basic training to staff at each site on the operation and maintenance of the printers. This training should cover how to load cards and ribbons, how to clean the printer (using the provided cleaning kit), how to troubleshoot common errors (card jams, ribbon issues), and how to use any printer software utilities (for example, Evolis Print Center or Entrust Sigma Dashboard for monitoring printer status). Training can be a short session at time of installation with hands-on practice. The district may record one session for reference. Additionally, the vendor must supply user manuals and quick reference guides (printed or electronic) for the models.

## SECTION 4 – SPECIFICATIONS & BID SUMMARY (PRICING) (continued)

f. **Vendor Service Guarantee**: The vendor must be the point of contact for all warranty issues. A service-level agreement (SLA) should be in place for repair or replacement of faulty equipment. For example, if a printer fails, the vendor will provide on-site repair or a loaner unit within a specified timeframe (e.g., within two (2) business days) to avoid downtime at the school. If the warranty is return-to-depot, the vendor should handle shipping and provide a temporary replacement if repairs will take more than five (5) business days. The bid should describe the process for reporting issues and the available support (phone support, on-site tech, etc.). Ideally, on-site support is preferred for major issues, given the critical nature of producing student badges.

g. **Post-Warranty Support**: Although the core warranty period is three (3) years, the district may continue using these printers for many years beyond. Please indicate whether you offer maintenance contracts or on-call repair services beyond the warranty period (and typical costs), and the availability of spare parts (print heads, rollers) for at least 5-7 years for the models proposed.

h. **Preventative Maintenance**: Include in the bid any recommended preventative maintenance visits. For instance, some vendors offer an annual preventative maintenance check/cleaning as part of a service contract. If included, a technician would visit to inspect and thoroughly clean the printers, update firmware, and ensure they are in top working condition. This can prolong printer life and catch issues early. If this is not standard, bidders can list it as an optional service with a price per year.

2. **BID SUMMARY (PRICING) SHEET:** Complete the attached Excel spreadsheet "Bid Summary Sheet" electronically. If a correction is needed to the Excel spreadsheet, contact the Purchasing Agent as soon as possible. Do not try to re-create or alter the spreadsheet. No handwritten summary sheets will be accepted. The Excel Spreadsheet contains **Five (5) tabs**. The Excel spreadsheet indicates the specific cell that will be used for award purposes. **The Bid Summary Worksheet must be submitted, in time for bid opening, as a separate electronic file attachment in Excel (.xls) format.**

   The following is a list of the tabs contained in the Excel spreadsheet and screenshots:

   **TAB 1 - COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the "Company Representative" tab, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, for the purpose of requesting quotes, follow up on delivery, invoicing, or service questions/concerns.

   **TAB 2 – GROUP 1: Evolis** (printer packages)

   **TAB 3 – GROUP 2: Entrust** (printer packages)

   **TAB 4 – GROUP 3: Consumables & Accsessories**

   **TAB 5 – ADDITIONAL INFORMATION**: Fill out the "Additional Information" tab if needed.

3. **MODEL NUMBER CORRECTIONS:** If the **model number** for the make specified on the Bid Summary Sheet **is no longer available** and has been replaced with a new updated model with new specifications, the Bidder should contact the Purchasing Agent and **submit complete descriptive literature** on the new model number as soon as possible. The Purchasing Agent will release a revised Bid Summary sheet via an Addendum posted to DemandStar.

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# SECTION 5 – MINIMUM INSURANCE REQUIREMENTS

**Insurance Requirements.** The Awardee shall comply with the following insurance requirements throughout the term of this Agreement.

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.

2. **Professional Liability/Errors & Omissions.** Awardee 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.

3. **Workers' 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).

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 the 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 the insured acquires any vehicles throughout the term of this Agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

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. **Verification of Coverage** Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). YOU MUST RECEIVE A NOTICE OF COMPLIANCE.
   i. New vendors will receive an email notification requesting account verification and insurance agent information.
   ii. Existing vendors will receive an email notification of the current status.

6. **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
   i. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
   ii. All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.
   iii. Certificate Holder: **The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301**

7. **Cancellation of Insurance.** Awardee is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if the required insurance is canceled.

8. **Acceptability of Insurance.** The School Board of Broward County, Florida, 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.

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# SECTION 6 – ECONOMIC DEVELOPMENT OPPORTUNITIES & COMPLIANCE DEPARTMENT (EDOC)

# SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

**ECONOMIC DEVELOPMENT OPPORTUNITIES & COMPLIANCE DEPARTMENT (`EDOC):** 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, and the results of the 2023 Disparity Study conducted by Keen Independent Research (KIR). The provisions of the Policy apply to all competitive solicitations for Construction, Architectural & Engineering, Professional Services, Goods and Other Services, and any resulting contract documents, including change orders and amendments. For information on E/S/V/M/WBE Certification, contact The EDOC Department at 754-321-0770 or visit www.browardschools.com/edoc.

**Nondiscrimination:** Each Proposer/Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the Proposer/Bidder 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 to this Bid, 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/Bidder on this solicitation and terminate any contract awarded based on the response as a condition of submitting a response to SBBC, the Proposer/Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330.

***Industry–Specific Remedial Affirmative Procurement Initiative (API): The Goal Setting Committee (GSC) has assigned the following API:***
In accordance with SBBC Policy No. 3330 and the findings of the 2023 Disparity Study conducted by Keen Independent Research, the GSC has established a ***Prime Bidder Pricing Preference*** for contracts related to the purchase of "Goods and Other Services***." A three percent (3%) price preference will be applied if Prime is an EDOC-certified ESVMWBE firm.***

After the application of all other bidder preference laws, any responsive and responsible EDOC-certified ESVMWBE Prime bidder/proposer(s) that meet the specified requirements, and whose bids fall within three percent (3%) of the lowest non-EDOC-certified bidder, will receive this price preference incentive.

**Documentation and Certification Requirements:**
All bidder/proposer(s) must submit Document 00471 (see Attachment A) at the time of submission.

***In addition,*** all prime bidders/proposers committing to utilizing EDOC-certified subcontractors/subconsultants must also submit the following documents with their proposal :

- Document 00475
- Document 00470
- A copy of each subcontractor/subconsultant's EDOC Certificate.

**Accessing Certified Supplier List and Certification Registration**
The current list of certified E/S/V/M/WBE firms, along with information on how to apply for the district's small business certification program, is available at: www.browardschools.com/edoc.

**Reporting Requirements – Mandatory Post-Award Monthly Compliance Reporting :**
Awarded contracts are subject to mandatory monthly reporting requirements in the **SDOP Management System (SMS)** Reports are required regardless of the level of E/S/V/M/WBE subcontractor participation. *Reporting must include:*

- All payments received from the District or under the awarded contract (e.g., District payments, premium fees, grant funds, or parent fees)
- All payments made to certified E/S/V/M/WBE subcontractors identified in the proposal, as applicable.

NOTE: Any modification made to the subcontracting plan, including the replacement, removal, or termination of an E/S/V/M/WBE subcontractor, must be submitted through the **SDOP Management System (SMS)** and approved by the EDOC Department prior to implementation.

# SECTION 7 – GENERAL CONDITIONS

7.1 **LIABILITY: This General Condition of the ITB is NOT subject to negotiation or exemptions, and any proposal that fails to completely accept these conditions shall 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 up to the limits of Section 768.28, Florida Statutes, 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 Awardee, 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**" (Section 1.0) **must be completed, either manually or digitally signed and returned with your submitted proposal in order to be considered for award.** Electronic signatures on bid documents will be accepted pursuant to Section 668.004, Florida Statutes. To be considered, all proposals must be delivered in a sealed envelope (package, box, etc.), clearly marked with the words "Proposal Documents," Invitation to Bid (ITB) number, and the title of the ITB and received in the Procurement & Logistic Operations Department no later than the specified date and time for the Invitation to Bid opening.

7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the ITB and all attachments thereto are received and all Addendum released are received prior to submitting a proposal without regard to how a copy of this ITB was obtained.

It is the responsibility of the Proposer to make sure the original proposal matches the digital copy as requested in the ITB. 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 (package, box, etc.) with the ITB number and name clearly typed or written on the front of the envelope (package, box, etc.). Proposals must be time-stamped in the Procurement & Logistic Operations Department on or before 2:00 p.m. ET on the date due for the proposal to be considered**.** Proposals will be opened at 2:00 p.m. ET on the date due as stated in the ITB or Addendum. Failure to submit such a proposal in a timely manner shall disqualify the Proposer, and such proposal will either be returned to the Proposer or stored and unopened. NO FAXED PROPOSALS SHALL BE ACCEPTED. **The School Board of Broward County, Florida (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**

7.2.3 **EXECUTION OF PROPOSAL:** The proposal must contain an original manual or digital signature of an authorized representative who can bind the company to the requirements of the ITB in the space provided on the **Required Response Form** (Section 1.0). All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the ITB.

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 an opinion should permit SBBC's reliance on such an 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, along with the proposal, shall result in the proposal being considered "non-responsive" and rejected.

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 & LOGISTIC OPERATIONS on or before 2:00 p.m. ET on the date due (See Calendar Section 2.0)**. 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 & Logistic Operations 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 has been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been filed in a timely manner. (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 ITB. 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 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 ITB. 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, the 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 ITB 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 within thirty (30) days after the award of the ITB. All sample(s) will be disposed of after thirty (30) days after the award of the ITB.

Each individual sample must be labeled with the Proposer's name, ITB Number, and item number. Failure of the Proposer to either deliver the required sample(s) or to clearly identify samples as indicated may be a reason for rejection of the proposal item. Unless otherwise indicated in the ITB, sample(s) should be delivered to the Procurement & Logistic Operations Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704.

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 the actual date of delivery is specified (or specified delivery cannot be met), show the number of days required to make delivery after receipt of the Purchase Order in the 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 & Logistic Operations Department as requested in the Conditions of the ITB, Information. If necessary, an Addendum will be issued. (Section 3, Special Condition 2)

7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its 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 & Logistic Operations Department reserves the right to withdraw this ITB at any time prior to the time and date specified for the ITB opening. The Evaluation Committee reserves the right to reject any or all proposals received when there is sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or group of items unless qualified by the Proposer. All awards made as a result of this ITB shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida and must have a 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:** The proposal opening shall be made public on the date and at the time specified in the ITB. Any proposal(s) received after that time shall not be considered for award. (See Required Response Form Section 1.0)

7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results therefrom 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 the** destination unless otherwise provided in the ITB. 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 the product at the 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 free of damage or defect, and properly invoiced. Services will be paid after they have been performed and meet the requirements of the ITB. 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 that 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 Conflict 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:** The 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 5.0 of this ITB. The Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy, including product liability. (Refer to the Special Conditions of the ITB 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. (Section 5.0)

**7.17 LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the ITB Opening Date, the Proposer must have all Licenses, Certifications, and Registrations required when performing the services as described herein in order for a proposal to be considered a responsive and responsible proposal. Licenses, Certifications, and Registrations required for this ITB 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. The proposer must submit a copy of all its current Licenses, Certifications, and Registrations required as described herein, either with its proposal or within five (5) working days of notification.

7.18 **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.

*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 & Logistic Operations Department within five (5) working days of such suspension, revocation, or expiration. However, such suspension, revocation, or expiration after the date of the ITB opening shall not relieve the Awardee of its responsibilities under a contract awarded under this ITB.*

7.19 **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 ITB; then
b) Addenda released for this ITB, with the latest Addendum taking precedence; then
c) The ITB; then
d) Awardee's proposal.

7.19.1 **DISPUTES:** In the event of any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.

7.20 **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, patents, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

7.21 **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.

7.22 **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.

7.23 ***NONDISCRIMINATION:*** 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.

7.24 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this ITB shall be new unless otherwise specified. The items bid must be new, the latest model of the best quality, and the 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, shopworn, demonstrator, prototype, or other types of product(s) of this kind are not acceptable and will be rejected.**

7.25 **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 an ITB 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 the 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.

7.26 **CANCELLATION:** In the event any of the provisions of this ITB are violated by the Awardee, the Director of Procurement & Logistic Operations shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five (5) business days (or as required), a 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 or emailed to FRDAPHELP@BROWARDSCHOOLS.COM. Payment will be made a minimum of thirty (30) calendar 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 to determine 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 desirable that all building materials, pressed boards, and furniture supplied to the school board be 100% formaldehyde-free.** Proposer, by virtue of bidding, certifies by signing the proposal that, if awarded this ITB, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** will be supplied.

7.32 **ASSIGNMENT:** Neither any award of this ITB nor any interest in any award of this ITB may be assigned, transferred, or encumbered by any party without the prior written consent from the Director, Procurement & Logistic Operations. There shall be no partial assignments of this ITB, 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 ITB for the period of time necessary for SBBC to release, award, and implement a replacement ITB for the goods, products, and/or services provided through this ITB. Such extension shall be at the same prices, terms, and conditions as existed 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 (6) 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.

When a subsequent contract award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any contract awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until the new award under protest can be approved by the School Board.

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.

7.39 (continued) Payment options can be made by electronic check (e-check), Visa, MasterCard, or use of an established escrow account code.

7.35 **SUBMITTAL OF INVOICES:** All Proposers are hereby notified that any invoice submitted as a result of the award of this ITB must be in the same format as any Purchase Order released as a result of the award of this ITB. **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 incorrect and will be returned to the vendor by the accounts payable department for correction. The address for submitting invoices is included in the Purchase Order.

7.36 **PURCHASE AGREEMENT:** This ITB, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different from those contained in this ITB, 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 from those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, the 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 the Awardee's equipment, and all access privileges must be revoked. The 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 the submission of a bid proposal. **For information on S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or** http://www.browardschools.com/Page/58686.

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 (3) requirements identified above.** This background screening will be conducted by SBBC in advance of the Awardee or its personnel providing any services. The 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 the Awardee and its personnel. The Parties agree that the failure of the 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 an SBBC photo identification badge is requested must be registered on 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. **The applicant enrollment and scheduling website is www.fieldprintbrowardschools.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting, and an FBI background check can be found at the following website:

https://www.browardschools.com/Page/35284
Click on the link for Fieldprint Codes and Pricing.

**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 (1) year from the 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 ITB or any Addenda subsequently released thereto shall file a notice of intent to protest, in writing, **within 72 hours after the electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten (10) 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 from 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 3800, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3800, Part XII, 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 3800 shall be filed at the office of the Director, Procurement & Logistic Operations, 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:** ITB Recommendations and Tabulations will be posted on www.demandstar.com **SEE SECTION 2.0 - CALENDAR** and will remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations are changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of ITB 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 ITB tabulation and shall file a formal written protest within ten (10) 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 from 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.**

7.41 **(continued) 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 3800 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3800, Part XII, 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 3800 shall be filed at the office of the Director, Procurement and Logistic Operations, 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 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the Purchase Order number/control number. Failure to provide a packing slip attached to the outside of the shipment will result in the refusal of shipment at the vendor's expense.

7.43 **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.

7.44 **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).

7.45 **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.

7.46 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with ITB conditions and specifications at any time. Items delivered that do not conform to ITB conditions or specifications may be rejected and returned at the vendor's expense. Services not conforming to ITB specifications shall be corrected and performed again to meet the specifications of the ITB at the expense of the Awardee. Goods or services not delivered as per the delivery date in ITB 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 (2) years, any proposal submitted by the vendor will not be considered and will not be recommended for award.
c) All departments are advised not to do business with vendors.

7.47 **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 & Logistic Operations 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 & Logistic Operations. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the 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

7.47 (continued) time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3800, Part VIII, 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.**

7.48 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this ITB by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

749 **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.

7.50 **SEVERABILITY:** In case any one (1) or more of the provisions contained in this ITB shall be for any reason 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 ITB shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

7.51 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement & Logistic Operations for the distribution of all competitive solicitations, including ITBs and RFPs. It is the responsibility of all interested parties to ensure they have received all necessary documents, including the Addenda, and have included all necessary information in 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.

7.52 **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.

7.53 **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 (1) year after resignation or retirement or expiration of their term of office.

7.54 **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. 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

7.54 (continued) 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 (1) 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 ITB, 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.

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.

Every time a proposal that includes a reference to this Form is submitted, a new Form is required. Any proposal that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Required Response Form.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of the proposal submitted.**

7.55 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days prior written notice that The School Board is terminating the contract award.

7.56 **TIE BID PROCEDURES:** When identical points are received from two (2) or more vendors and all other factors are equal in point value, priority for an 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 School Board of Broward County, Florida, M/WBE certified vendor;
c) The Broward County Certified Minority/Women Business Enterprise vendor;
d) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
e) The Florida Certified Minority/Women Business Enterprise vendor;
f) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
g) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
h) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
i) If the application of the above criteria does not indicate a priority for an award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement & Logistic Operations, and the tie low bid vendors are invited to be present as witnesses.

Included as a part of the ITB 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.

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

7.57 (continued) 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, the Awardee agrees to provide the District with a written summary of the procedures the Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with the Awardee.*

7.58 **PUBLIC INSPECTION OF PROPOSALS:** Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this ITB shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until the 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 ITB 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 ITB shall constitute a waiver by the 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 the Proposer's response to the ITB. SBBC will provide for the inspection or copying of 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 ITB 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 initiate such legal proceedings in a timely manner shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials.
By submitting a response to this ITB, 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 the 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 non-disclosure.

7.59 **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, war, 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. In the event that a vendor does not provide goods or services due to Force Majeure for a contract awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

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. Confidentiality of 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,

7.60 **GRATUITIES**: Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC, including any School Board Member, Superintendent of Schools, and any Evaluation Committee Members, for the purpose of influencing consideration of their Proposal.

7.61 **PREPARATION AND COST OF PROPOSAL:** The proposer is solely responsible for any and all costs associated with responding to this ITB. SBBC will not reimburse any Proposer for any costs associated with the preparation and submittal of any Proposal or for any travel and per diem costs that are incurred by any Proposer

7.62 **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Awardee(s) shall keep and maintain public records required by SBBC to perform the services required under this contract. Upon request from SBBC's custodian of public records, Awardee(s) shall provide SBBC with a copy of any requested public records or 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. Awardee(s) 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 contract's term and following completion of the contract if Awardee(s) does not transfer the public records to SBBC. Upon completion of the contract, Awardee(s) shall transfer, at no cost, to SBBC all public records in possession of Awardee(s) or keep and maintain public records required by SBBC to perform the services required under the contract. If Awardee(s) transfers all public records to SBBC upon completion of the contract, Awardee(s) shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Awardee(s) keeps and maintains public records upon completion of the contract, the Awardee(s) 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 ITB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE ITB, 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.**

7.63 **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 ITB Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this ITB Agreement to register with and use the E-Verify system to verify the work authorization for all employees subcontractor hires during the course of this ITB 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 will immediately terminate the ITB Agreement. Termination pursuant to this section is not a breach of this ITB Agreement and may not be considered as such.

7.64 **DEFAULT**: The parties (SBBC and Awardee) agree that if either party is in default of its obligations under this ITB, 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 ITB 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 7.55. If the default is not cured by the Awardee, the steps in section 7.46 shall be taken.

**END OF THIS SECTION**

# SECTION 8 – FORMS AND ATTACHMENTS

Please fill out all the attachments below. Some attachments must be notarized.

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

# ATTACHMENT A – ECONOMIC DEVELOPMENT OPPORTUNITIES & COMPLIANCE DEPARTMENT (EDOC) FORMS

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
**ECONOMIC DEVELOPMENT OPPORTUNITIES & COMPLIANCE DEPARTMENT (EDOC)**

**This form is Mandatory and *must* be completed and submitted with bid proposal**

**Document Number 00471**

**Bidder/Proposer Assurance Statement**

| **SOLICITATION #:** |
|---|
| **SOLICITATION TITLE:** |

**NOTE TO BIDDERS:**
**All Bidders/Proposers must complete Document 00471 at the time of Bid submission (Attachment A)**

**INSTRUCTIONS**: *The Bidder/Proposer Assurance Statement must be submitted with Proposal/Bid submission. The EDOC Department requires documentation to confirm the Bidder/Proposer is a District Certified Emerging, Small, Veteran, Minority or Women Owned Business Enterprise (E/S/V/M/WBE). EDOC's E/S/V/M/WBE Certificate must be submitted with proposal/Bid submission.*

COMPANY NAME: _____

NAME OF BIDDER/PROPOSER _____

1. Is the Bidder/Proposer aware of the Affirmative Procurement Initiative assigned to this solicitation? Yes ☐ No ☐
2. Is the Bidder/Proposer an EDOC Certified ESVMWBE Firm: Check Mark Appropriate Box: Yes ☐ No ☐
3. Is Bidder/Proposer Committing to Participation in Subcontracting with SBBC Certified E/S/V/M/WBE?

   Check Mark Appropriate Box: Yes ☐ No ☐

**If YES to Question #3 Please complete and submit Documents 00470 and 00475 – *Click on the link below to download EDDC Forms:***

**Link to download Forms:**

Document 00470 – **Statement of Intent to Perform as an S/M/WBE Subcontractor**.
https://www.browardschools.com/fs/resource-manager/view/d4cccf8b-cf7b-49e3-b6a8-aa92b9f821f8

Document 00475 – **Small/Minority/Women Business Enterprise Subcontractor Participation Schedule**:
https://www.browardschools.com/fs/resource-manager/view/7d7ed411-aa3c-44f0-b650-d1d4aa6b7e33

**Post – Award Monthly Compliance Monitoring/Reporting Requirements.**
***Click the link below to access the Supplier Management System (SMS) to submit Mandatory monthly reports.***
**Document Link:** SDOP Management System (SMS)

I attest that I have read, understood, and will comply with the EDOC Requirements.

Name/Title: _____

Signature: _____ Date: _____

# ATTACHMENT B – CONFLICT OF INTEREST

**IT MUST BE COMPLETED BY ALL BIDDERS.**

## DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Bidder must disclose in its Bid the names of any employees who are employed by Bidder and are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

| Name of Bidder's Employee | SBBC Title or Position of Bidder's Employee | SBBC Department/ School of Bidder's Employee |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Bidder and who are also employees of SBBC have been identified above.

_____ _____

Electronic or Handwritten Signature Company Name

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

# ATTACHMENT C – DEBARMENT

**IT MUST BE COMPLETED BY ALL BIDDERS.**

## CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION OF 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 THE INSTRUCTIONS ON THE 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 any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Electronic or Handwritten Signature(s) Date

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

# INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT C

1. By signing and submitting this proposal, the prospective lower-tier participant will provide the certification set out below.
2. The certification in this clause is a material representation of the 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 whom 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 whom 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 the 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 are 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 voluntarily 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.

# ATTACHMENT D – BIDDER PREFERENCE

**See Special Condition. Section 3.16**

## LEGAL OPINION OF BIDDER PREFERENCE

**IT MUST BE COMPLETED BY ALL BIDDERS.**

Bidder (Firm) Name: _____

Identify the state in which the Bidder has its principal place of business: _____

Bidder's Electronic or Handwritten Signature:_____

**INSTRUCTIONS: If your principal place of business 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 the bid shall be considered non-responsive, and the bid will be 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 agreements 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 agreements 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 agreements 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 agreements 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)]:

_____

_____

Electronic or Handwritten 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: _____

# ATTACHMENT E – DRUG-FREE WORKPLACE

**IT MUST BE COMPLETED BY ALL BIDDERS.**

**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 ELECTRONICALLY OR IN HANDWRITING.

I am making a good-faith effort to continue to maintain a drug-free workplace through the implementation of this section.

**Under penalties of perjury, I declare that I have read the foregoing Sworn Statement Pursuant to Section 287.087, Florida Statutes, and that the facts stated in it are true.**

_____
Electronic or Handwritten Signature

# ATTACHMENT F – WORKERS' COMPENSATION AFFIDAVIT

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

## WORKERS' COMPENSATION AFFIDAVIT

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### CERTIFICATION OF THE NUMBER OF EMPLOYEES

_____ (Bidder 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.

**Under penalties of perjury, I declare that I have read the foregoing Workers' Compensation Affidavit and that the facts stated in it are true.**

Electronic or Handwritten Signature: _____

Print/Type Name: _____

Title: _____

# ATTACHMENT G - AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

**MUST BE COMPLETED BY ALL PROPOSERS**

Respondent Vendor Name:_____

Vendor FEIN::_____

Vendor's Authorized Representative Name and Title:_____

_____

Vendor Address:_____

City:_____ State: _____ ZIP Code: _____

Phone Number:_____

Email Address:_____

**Section 787.06 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 on services as defined I that statute. **The School Board of Broward County, Florida** is a governmental entity for purposes of this 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 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 define,
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration documents, 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 1 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 affidavit regarding the use of coercion for labor and services and that the facts stated in it are true.**

Electronic or Handwritten Signature: _____

Print/Type Name: _____

Title: _____

# ATTACHMENT H – MAILING LABEL

Please print the mailing label below and affix it 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 that prints the address information.



FROM: _____
(Company Name)

TO:

The School Board of Broward County, Florida
Procurement & Logistic Operations
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: Maya Balseca
BID: ITB26-104 - 2BIdentification and Card Solution

# ATTACHMENT I – DEMANDSTAR REGISTRATION INSTRUCTIONS

To register for free as a vendor in the DemandStar Platform, you must complete the registration form.

1. Navigate to the DemandStar page by going to https://www.demandstar.com/app/registration.
2. On the Get Started! Create your free DemandStar account page and fill in your E-mail address and your Company Name.
3. Read and accept the Terms of Use and Privacy Policy.
4. Choose your Free Agency: Please type Broward County Public Schools and, select it, and click next.
5. Input your Company Contact Information and click Submit.
6. Input your Contact Information and click Submit.
7. An email will be sent to you to confirm your account.
8. If you need further assistance, please contact DemandStar Support at support@demandstar.com or call (206) 940-0305.

## SECTION 9 – STATEMENT OF "NO BID"

If your company is not submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, before the Bid Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Logistic Operations
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information shall help SBBC prepare for future bids.

Company Name: _____

Contact:_____

Contact Email:_____

Telephone: _____

| ✓ | **Reasons for "No Bid":** |
|---|---|
| ☐ | Unable to comply with product or service specifications. |
| ☐ | Unable to comply with the scope of work. |
| ☐ | Unable to quote on all items in the group. |
| ☐ | Insufficient time to respond to the Invitation to Bid. |
| ☐ | Unable to hold prices firm through the term of the Agreement 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 ITB**

Status: ADDED ITEM

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | OO. Operations |
| **DEPARTMENT:** | Procurement & Logistics Operations |

| | |
|---|---|
| Agenda Item Number: | OO-16. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**FY24-020 – HealthCareer Certification Testing (NHA)**
**ADDED**

**REQUESTED ACTION:**

**Approve the First Amendment, Renewal, and Additional Spending Authority in the amount of $200,000, for the Agreement between The School Board of Broward County, Florida (SBBC), and Amira Learning Inc., d/b/a National HealthCareer Association (NHA). 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
- Original Agreement
- First Amendment

**FINANCIAL IMPACT:**

of $200,000. The total cost for this Agreement is $800,000, and itâ€™s funded through school-based 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 Feb 24, 2026

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

Approved in Open Board Meeting On: March 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 First Amendment, Renewal, and Additional Spending Authority**
**FY24-020 – HealthCareer Certification Testing (NHA)**

---

**Board Meeting Date:** March 10, 2026

**Requested Action:**
Approve the First Amendment, Renewal, and Additional Spending Authority in the amount of $200,000, for the Agreement between The School Board of Broward County, Florida (SBBC), and Amira Learning Inc., d/b/a National HealthCareer Association (NHA).

**School Board Policy Requirement/Authority:** Purchasing 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":** SBBC students and instructors in Health Science Programs will continue to access NHA industry certification exams, study materials, and online practice tools required for program completion and alignment to state frameworks. This First Amendment renewal ensures uninterrupted certification opportunities and supports pathway expansion.
**- If the School Board votes "No":** SBBC students will lose access to NHA exams and preparation resources, resulting in the immediate loss of certification attainment opportunities across Health Science programs, which directly impacts acceleration and career readiness.

**Background/History:**
SBBC entered into an Agreement with NHA on June 15, 2023, to provide Health Science students access to industry certification examinations and online preparation materials accredited by the *National Commission for Certifying Agencies (NCCA)*. These certifications include, but are not limited to, *Certified Clinical Medical Assistant (CCMA)*, *Certified Phlebotomy Technician (CPT)*, *Certified Electrocardiogram Technician (CET)*. (Note: Additional *Allied Health credentials are also recognized statewide and nationally.)*.

NHA partners with various educational institutions nationwide and has certified over 350,000 students/individuals in the healthcare field. They offer SBBC students accredited programs with robust assessment tools, aligned instructional support, and provide additional content (including the CCMA exam, the study guide, and prep materials).

Agreement Term: June 15, 2023, through March 30, 2026; First Amendment Term: March 31, 2026, through, March 30, 2027; 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:**
An immediate return on investment is a twenty-five percent (25%) increase in student proficiency on health science industry certification exams, as evidenced by the certification credentialing agency. Last year, students earned seven hundred forty-eight (748) industry certifications from NHA, amounting to over $400,000 earned in Career and Professional Education Act (CAPE) funding.

**Financial Impact, Funding Source & Budget Status:**
There is a financial impact to the District in the amount of $200,000. The total cost for this Agreement is $800,000, and it's funded through school-based 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 | 6/13/2023 | Yes | School-Based CAPE Funds | $600,000 | 36 |
| First Amendment/Renewal – additional spending authority | 2/10/2026 | Yes | School-Based CAPE Funds Fund:1000 | $200,000 | 12 |
| **Total Agreement Amount** | | | | **$800,000** | |

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/No**
Yes. This is a multi-year Agreement for three (3) years, with two (2) additional one (1) year renewal periods, which ensures the District the negotiated prices will not increase through the initial three (3)year period and results in

**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:**
All high schools and technical colleges offering Health Science Programs will continue to use NHA for their certification testing and preparation materials.

**If there is an impact on schools, how will schools be selected/prioritized:**
Any high school and/or technical school, with a health science program may purchase the product(s) for use in its health science programs to prepare students (via strong curriculum practices to obtain industry certification).

**Stakeholder Engagement/End-User Input:**
There were no surveys conducted, as the applicable industry certifications and prep materials offered under this Agreement are unilaterally aligned to the health science programs, evidenced by the state CTE frameworks.

**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:** | March 4, 2026 |
| **Previous Bid # (Ex: 10-004R):** | FY24-020 | **Buyer/PA:** | DAISY CHENTES-HERNANDEZ |
| **New Bid Award Total:** | | **Bid Title:** | Healthcareer Certification Testing |
| **Previous Award Total:** | $600,000 | | |
| **Bid Type:** | RENEWAL OF BID | | |
| **Previous Bid Term (Start Date):** | 6/13/2023 | **New Bid Term (In Months):** | 12 |
| **Previous Bid Term (End Date):** | 5/31/2026 | **# of Months Into Bid:** | 33 |

| SPEND REPORTING | |
|---|---|
| **Purchase Order(s) Spend:** | $368,128 |
| **P Card Purchases:** | $0 |
| **Total Invoiced-to-Date Amount (PO + Pcard Purchases):** | **$368,128** |
| **Average Monthly Expenditure:** | $11,155 |
| **Unused Authorized Spending:** | **$231,872** |
| **Est. Forecasted Spend (For Entire Bid Term):** | |

**VENDOR INFORMATION**

| Awarded Vendors: | Certification Type: | Ethnicity / Gender: | Spend: |
|---|---|---|---|
| 117133-NATIONAL HEALTHCAREER ASSOCIATION | | | $ 368,128 |
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| | **PO VENDOR SPEND:** | | **$ 368,128** |
| | **P-CARD SPEND:** | | **$ -** |
| | **TOTAL SPEND:** | | **$ 368,128** |

**NOTES (Type Below):**

**Certification Types***

Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Non-Minority Women Business Enterprise

| 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** | 55130000 | **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:** | **3/3/2026** |
|---|---|---|

**All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.**

**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**

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

February 12, 2020

Ashley Carlton
NHA Representative
11161 Overbook Road
Leawood, Kansas 66211

RE: FY20-197 - Healthcareer Certification Testing

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and National Healthcareer Association, Inc. This is the result of the School Boards approval on February 4, 2020, for item EE-6. Full details are outlined in the Agreement.

Sincerely,

Mary Catherine Coker, Director
Procurement & Warehousing Services

MCC:bm
Attachment(s)

cc: Guy Barmoha, Director, Secondary Learning (6-12)
Enid Valdez, Director, Career Technical, Adult and Community Education
Karlene Grant, Purchasing Agent
Annmarie Richards, Coordinator, Supplier Diversity & Outreach Program

# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.: EE-6.

MEETING DATE: 2020-02-04 10:05 - School Board Operational Meeting

AGENDA ITEM: ITEMS

CATEGORY: EE. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT: Procurement & Warehousing Services

Special Order Request: ○ Yes ◉ No

Time:

Open Agenda: ◉ Yes ○ No

**TITLE:**

Recommendation to Approve Agreement - FY20-197 - Healthcareer Certification Testing

**REQUESTED ACTION:**

Approve the recommendation of the above agreement. Contract Term: February 23, 2020 through February 28, 2023, 3 Years; User Department: Career, Technical, Adult, & Community Education (CTACE) Award Amount: $575,000; Awarded Vendor(s): National Healthcareer Association, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**

The National Healthcareer Association (NHA) collaborates with educational institutions nationwide with over 350,000 certified individuals. It is one (1) of the largest certification and continuing education providers. NHA works with health training institutions, hospitals, unions, and the United States Defense Department; it has approved over 2400 training/testing locations throughout the United States and in several countries. NHA is the industry certification agency that provides students in all high schools and technical schools that offer health science.

This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SCHOOL BOARD GOALS:**

◉ Goal 1: High Quality Instruction ○ Goal 2: Safe & Supportive Environment ○ Goal 3: Effective Communication

**FINANCIAL IMPACT:**

The estimated financial impact to the District will be $575,000. The funding source will come from the Carl D. Perkins Secondary Grant. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

**EXHIBITS: (List)**

(1) Executive Summary (2) Financial Analysis Worksheet (3) Agreement

**BOARD ACTION:**

APPROVED

(For Official School Board Records Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

| | |
|---|---|
| Name: Guy Barmoha | Phone: 754-321-2119 |
| 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: *Maurice Woods*

*1/27/2020, 3:45:10 PM*

Electronic Signature

Approved In Open Board Meeting On: FEB 0 4 2020

By: School Board Chair

Form #4189 Revised 07/25/2019

RWR/ MLW/MCC/GB:kg

**AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 4th day of February, 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

**NATIONAL HEALTHCAREER ASSOCIATION, INC.**
(hereinafter referred to as "NHA"),
whose principal place of business is
11161 Overbrook Road
Leawood, Kansas 66211

**WHEREAS**, Rule 6A-1.012 11(b), Florida Administrative Code, states that the requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), Florida Statutes and SBBC Policy 3320(II), for the purchase of educational services and any type of copyrighted materials including computer software where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution; and

**WHEREAS**, NHA, is an independent provider of educational tools, assessment, and certification programs and related products and services; and

**WHEREAS**, SBBC desires to purchase copyrighted materials and educational assessments from NHA; 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:

## 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 February 23, 2020 and concludes on February 28, 2023.

2.02 **NHA Duties and Obligations**. NHA shall provide SBBC with preparation/exam packages. Each preparation/exam package will include an online study guide and practice assessments designed to assist in passing a certification exam and one certification exam in support of SBBC Health Science Curriculum. Purchase orders will be issued by SBBC to NHA to specifically designate the subject matter and quantity of each NHA preparation package.

2.03 **SBBC Disclosure of Education Records**.

(a) SBBC will provide NHA, the education records listed in this section for the purposes listed below:

1) Course registration for obtaining and maintaining an accredited professional certification.
2) Confirmation of exam candidate's identity
3) Certification upon passing professional certification exam
4) Unique identifier for customer support purposes
5) For practice test results used for remediation purposes

(b) SBBC will provide NHA, through candidate online registration, the education records listed in this section:

1) Student first and last name
2) Student email address
3) Student birth date
4) Student mailing address
5) Student phone number
6) Study material performance and usage
7) Exam results (pass/fail/grade)
8) Gender
9) Ethnicity
10) Primary language

(c) NHA is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information and student education records from SBBC for the purposes listed above. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a) (1), these records may be provided without prior parental consent. Prior written consent of the parent or student age 18 years or older is needed for any types or purposes of disclosures of education records beyond those listed above.

(d) The requirements of this section shall supersede any use of student information as listed in NHA's privacy policies.

2.04 **NHA's Confidentiality of Education Records**.

(a) Notwithstanding any provision to the contrary within this Agreement, NHA shall:

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) hold any education 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 are to be shared provides prior written consent for their release;

3) 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;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) 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;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), 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;

7) 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;

8) 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;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) 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

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall 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 and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) NHA 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. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.05 **SBBC Disclosure of Employee Information**.

(a) SBBC will provide NHA the employee information listed in this section to enable teachers to release exam codes to students who meet the criteria to take exams.

(b) SBBC will provide the following employee information to NHA:

1) first and last name
2) SBBC email address

(c) NHA will utilize employee's information to provide limited access to NHA's systems and define user roles and permissions within NHA's systems.

(d) NHA shall not use the employee records listed in this section for any purpose other than those listed above or re-disclose the records to any outside source without the prior written consent of the employee, except as required or allowable by law.

2.06 **Cost of Services**. SBBC shall issue purchase orders for each preparation/exam package. The cost for each preparation/exam package is $186.00. The cost for just an exam is $117.00. The cost for just a study guide with practice assessment is $69.00. NHA will issue invoices for products rendered under this Agreement. Upon receipt of each invoice from NHA, an SBBC designated Curriculum Supervisor will validate receipt of products and authorize payment. SBBC will pay a total amount not to exceed $575,000.00.

2.07 **Inspection of NHA's Records by SBBC**. NHA 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 NHA'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'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 any and all invoices, billings, payments and/or claims submitted by NHA or any of NHA's payees pursuant to this Agreement. NHA's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. NHA's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) NHA's Records Defined. For the purposes of this Agreement, the term "NHA's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) 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 NHA's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the latter of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to NHA pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide NHA reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to NHA's facilities and to any and all records related to this Agreement and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by NHA 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 the denial of some or all of any NHA's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by NHA in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by NHA. If the audit discloses billings or charges to which NHA is not contractually entitled, NHA shall pay said sum to SBBC within twenty (20) days of receipt of written demand or as otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. NHA 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 NHA 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 Payee's costs from amounts payable by SBBC to NHA pursuant to this Agreement and such excluded costs shall become the liability of NHA.

(h) Inspector General Audits. NHA 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.

2.08 **Personal Property**. NHA shall not be responsible for the personal property belonging to SBBC, SBBC faculty or students participating in the program.

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<br>The School Board of Broward County, Florida<br>600 Southeast Third Avenue<br>Fort Lauderdale, Florida 33301 |
| With a Copy to: | Director<br>The School Board of Broward County, Florida<br>Career, Technical, Adult and Community Education<br>1701 NW 23rd Avenue<br>Fort Lauderdale, Florida 33311 |
| To NHA: | Ashley Carlton<br>NHA Representative<br>11161 Overbrook Road<br>Leawood, Kansas 66211 |

2.10 **Background Screening**. NHA 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 NHA or its personnel providing any services under the conditions described in the previous sentence. NHA 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 NHA and its personnel. The parties agree that the failure of NHA 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. NHA 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 NHA'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. NHA 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, NHA 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. NHA 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 NHA does not transfer the public records to SBBC. Upon completion of the Agreement, NHA shall transfer, at no cost, to SBBC all public records in possession of NHA or keep and maintain public records required by SBBC to perform the services required under the Agreement. If NHA transfers all public records to SBBC upon completion of the Agreement, NHA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NHA keeps and maintains public records upon completion of the Agreement, NHA 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, OR 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 for any damages resulting from said negligence.

(b) By NHA: NHA 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 NHA, its agents, servants or employees; the equipment of NHA, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of NHA or the negligence of NHA'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 NHA, SBBC or otherwise.

2.13 **Professional Liability/Errors & Omissions**. NHA 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.

2.14 **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.

2.15 **Nondiscrimination**.

(a) As a condition of entering into this Agreement, NHA represents and warrants that it will comply with 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, NHA 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 NHA retaliate against any person for reporting instances of such discrimination. NHA 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. NHA 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.

2.16 **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.

2.17 **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.

## 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 thirty (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 SBBC or NHA during the term hereof upon thirty (30) calendar days' written notice to the other party of its desire to terminate this Agreement.

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, 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 **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 _____
Donna P. Korn, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by Maya A. Moore
Reason: National Healthcareer Association, Inc.
Date: 2020.01.23 14:35:17 -05'00'

Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR NHA:**

(Corporate Seal)

**NATIONAL HEALTHCAREER ASSOCIATION, INC.**

ATTEST:

By _____

Name TYSON SCHMIDT

Title DIRECTOR OF OPERATIONS

_____, Secretary

-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 KANSAS

COUNTY OF JOHNSON

The foregoing instrument was acknowledged before me this 27th day of JANUARY, 20__ by TYSON SCHMIDT of
Name of Person
NATIONAL HEALTHCAREER ASSOC., on behalf of the corporation/agency.
Name of Corporation or 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:

_____
Signature – Notary Public

KAREN ILENE JARUS PARK
Printed Name of Notary

(SEAL)

Karen Ilene Jarus Park
Notary Public State of Kansas
My Appt Expires 6/11/23

_____
Notary's Commission No.

**FIRST AMENDMENT TO AGREEMENT**

**THIS FIRST AMENDMENT TO VENDOR 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

**ASSESSMENT TECHNOLOGIES INSTITUTE, LLC**
**d/b/a NATIONAL HEALTHCAREER ASSOCIATION**
(hereinafter referred to as "NHA"),
having its principal place of business at
11161 Overbrook Road, Leawood, Kansas 66211

**RECITALS**

A. **WHEREAS**, SBBC and NHA entered into an Agreement that commenced on June 15, 2023, that is set to expire on March 30, 2026 ("Agreement"); and

B. **WHEREAS**, under the Agreement, SBBC purchases from NHA copyrighted materials and educational assessments related to attainment of National Commission for Certifying Agencies (NCCA) Accredited Certifications for: Medical Administrative Assistant (CMAA), Patient Care Technician (PCT/A), EKG Technician (CET); and

C. **WHEREAS,** SBBC and NHA now wish to exercise the first of two (2) renewal options to extend the Agreement term for a period of one (1) year from March 31, 2026, through March 30, 2027 and amend certain provisions through this First Amendment to Agreement ("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:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to 2.01 of the Agreement, the term of the Agreement is hereby extended from March 31, 2026 ("Effective Date") through March 30, 2027, unless terminated earlier pursuant to section 3.05 of the Agreement.

3. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

**I. The following provisions replace the respective provisions in sections 2.05 and 2.08 in the Agreement, by interlineation, as follows:**

2.05 **NHA Safeguarding the Confidentiality of Education Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, NHA shall:

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) 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;

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

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.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, NHA shall:

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) 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;

3) notify the SBBC Information Security and 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;

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;

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;

6) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

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;

8) purge education records from any media once the media is no longer in use or is to be disposed; and

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.

(c) Liability. NHA 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.

(d) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

**II. The following provisions are added as section 2.03(e) to the Agreement, by interlineation, as follows:**

* * *

(e) Certified Clinical Medical Assistant (CCMA):

(1) For each CCMA exam, the cost is One Hundred Sixty Dollars and 00/100 Cents ($160.00)
(2) For each CCMA preparation study guide, the cost is Seventy-Five Dollars and 00/100 Cents ($75.00)

* * *

**III. The following provisions are added as sections 2.21, 2.22, and 2.23 to the Agreement, by interlineation, as follows:**

* * *

2.21 **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.

2.22 **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 NHA 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. NHA further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. NHA 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. NHA further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if NHA (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 NHA 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.

2.23 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, NHA, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of NHA under penalty of perjury stating that NHA does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject NHA to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if NHA 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 NHA'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.

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:

(a) this First Amendment to Agreement; then
(b) the Agreement.

5. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

6. **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.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this First Amendment to 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:

_____
Office of the General Counsel

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**FOR VENDOR:**

(Corporate Seal)

ATTEST:

ASSESSMENT TECHNOLOGIES INSTITUTE, LLC d/b/a NATIONAL HEALTHCAREER ASSOCIATION

By: Tyson Schmidt
Signature

Corporate Secretary Signature
Print Name: _____

-or-

Jenifer Ogle
Witness Signature
Print Name: Jenifer Ogle

DocuSigned by:
Suzanne Sherron
Witness Signature
Print Name: Suzanne Sherron

Print Name: Tyson Schmidt

Title: VP Customer Operations

Date: 2/4/2026

STATE OF KANSAS
COUNTY OF JOHNSON

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this Feb 4th 2026 (*date*) by Tyson J. Schmidt (*name of officer or agent, title of officer or agent*) of National Healthcareer Association (*name of corporation acknowledging*), a Delaware (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced Kansas Driver License (type of identification) as identification and who did first take an oath this 4th day of February, 2026.

My Commission Expires: 12/6/2026

Alan D. Daigneault
Notary Public Signature

(SEAL)

NOTARY PUBLIC - State of Kansas
ALAN D. DAIGNEAULT
My Appt. Expires 12/6/26

Alan D. Daigneault
Printed Name of Notary

1203668
Notary's Commission No.

Status: ADDED ITEM

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | OO. Operations |
| **DEPARTMENT:** | Procurement & Logistics Operations |

| | |
|---|---|
| Agenda Item Number: | OO-17. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**ITB-FY23-271 - Vehicle Maintenance Parts, Tires, Supplies & Related Items ADDED**

**REQUESTED ACTION:**

**Approve First Renewal and Additional Spending Authority of $5,500,000 for Invitation to Bid (ITB) ITB-FY23-271 - Vehicle Maintenance Parts, Tires, Supplies & Related Items awarded to the following twelve (12) Vendors listed in the Requested Action of the Executive Summary. 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
- Invitation to Bid
- Renewal Letters-12
- Evaluations-12
- Three Year Expenditures Report
- Three Year Tire Usage Report

**FINANCIAL IMPACT:**

$20,009,462.97 with the additional spending authority request of $5,500,000. The funding source is Student Transportation & Fleet Services (STFS) operating 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: | Dr. Valerie S. Wanza | Phone: | 754-321-2650 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Feb 24, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 10, 2026

By: _____

School Board Chair

**For more information, please contact:**
Name: Dr. Valerie S. Wanza
Title: Chief Strategy & Innovation Officer
Phone: 754-321-2650

**EXECUTIVE SUMMARY**

**Recommendation to Approve First Renewal and Additional Spending Authority**
**ITB-FY23-271- Vehicle Maintenance Parts, Tires, Supplies & Related Items**

---

**Board Meeting Date:** March 10, 2026

**Recommended Action:**
Approve First Renewal and Additional Spending Authority of $5,500,000 for Invitation to Bid (ITB) ITB-FY23-271 - Vehicle Maintenance Parts, Tires, Supplies & Related Items awarded to the following twelve (12) Vendors: 1) Acuity Specialty Products, Inc. d/b/a Zep Sales and Service; 2) Alliant Power Inc (f/k/a Diesel Power, Inc.; 3) Dan Callaghan Enterprises, Inc. d/b/a Callaghan Tire; 4) Earl W. Colvard, Inc. d/b/a Boulevard Tire Center; 5) Florida Transportation Systems, Inc.; 6) Matthews Bus Alliance Inc.; 7) O'Reilly Automotive Stores, Inc. d/b/a O'Reilly Auto Parts; 8) Rechtien International Trucks, Inc.; 9) Reladyne Florida, LLC; 10) Tiresoles of Broward, Inc.; 11) Total Truck Parts, Inc.; 12) Vehicle Maintenance Program, 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":** A "Yes" vote on this item will enable the Vehicle Maintenance Department to continue servicing, repairing, and maintaining the District's school bus and white fleet to ensure the safe transportation of students and staff. It will also sustain the upkeep of operational vehicles used by Physical Plant Operations to support District schools and administrative sites, as well as ensure the timely completion of essential deliveries throughout the District.
**- If the School Board votes "No":** A "No" vote on this item will restrict the District's ability to maintain access to parts and supplies to maintain its fleet of school buses and white fleet vehicles. Restricted access and availability of these items may lead to unsafe District vehicles and cause significant disruptions to student transportation and maintenance operations District-wide because of ongoing fleet mechanical issues.

**Background/History:**
This ITB provides Student Transportation & Fleet Services with vehicle parts, new tires, and related automotive supplies. The products procured under this ITB are essential for the repair, maintenance, and servicing of the District's buses and automotive fleet. This ITB is critical to ensuring the safety and reliability of the District's fleet of buses, vehicles, and maintenance trucks. We currently have 1,211 buses and 873 white fleet vehicles, which includes maintenance trucks, Food Nutrition & Services vans, School Board Police vehicles, automobiles assigned to administrative departments, and Driver Education cars.

Agreement Term: April 1, 2023, through March 31, 2026; First Renewal Term: April 1, 2026, through March 31, 2027. Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

**Alignment to 2027 Goals and Guardrails:**
Business Operations

**Measurable Outcome(s)/Return on Investment:**
This ITB provides the Vehicle Maintenance Department the ability to service and maintain the District's fleet, thereby increasing the life-cycle and fuel cost efficiency of the buses, vehicles, and maintenance trucks.

**Financial Impact, Funding Source & Budget Status:**
There is a financial impact to the District of $20,009,462.97, with the additional spending authority request of $5,500,000. The funding source is the Student Transportation & Fleet Services (STFS) operating budget.

| ACTION | BOARD DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT | TERM (months) |
|---|---|---|---|---|---|
| Original spending authority request | 5/18/2021 | Yes | Department's Operating Budget | $11,000,000 | 36 |
| Additional spending authority | 8/19/2025 | Yes | Department's Operating Budget | $3,509,462.97 | N/A |
| First Renewal – additional spending authority for 4/1/2026 through 3/31/2027 | 3/10/2026 | Yes FY26<br>No FY27 | Vehicle Maintenance parts procured Fund: 1000, Functional Area: 7802660000000000 (Inventory Supplies), Commitment - 59900100 | $1,500,000 (FY26- 4/1/2026 – 6/30/2026) & $4,000,000 (FY27- 7/1/2026 – 3/31/2027) | 12 |
| **Total Agreement Amount** | | | | **20,009,462.97** | |

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. 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.

Agreement Term: April 1, 2023, through March 31, 2026; First Renewal Term: April 1, 2026, through March 31, 2027, With an option for a Second (1 year) Renewal Term period. Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): None.

**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.

**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:**
FY23-271-Three-Year Vehicle Maintenance Expenditure Report; FY23-271-Three-Year Tire Usage Report; Evaluations; Financial Analysis Worksheet; Renewal Letters; Invitation to BID

# PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

**FINANCIAL ANALYSIS WORKSHEET**

| BID INFORMATION | | | |
|---|---|---|---|
| **New Bid # (Ex: 10-004R):** | | **Preparation Date:** | February 9, 2026 |
| **Previous Bid # (Ex: 10-004R):** | FY23-271 | **Buyer/PA:** | MAYA BALSECA |
| **New Bid Award Total:** | $25,509,463 | **Bid Title:** | Vehicles Parts, New Tires and Related Automotive Supplies |
| **Previous Award Total:** | $14,509,463 | | |
| **Bid Type:** | RENEWAL OF BID | | |
| **Previous Bid Term (Start Date):** | 4/1/2023 | **New Bid Term (In Months):** | 12 |
| **Previous Bid Term (End Date):** | 3/31/2026 | **# of Months Into Bid:** | 34 |

| SPEND REPORTING | |
|---|---|
| **Purchase Order(s) Spend:** | $11,472,031 |
| **P Card Purchases:** | $1,276,828 |
| **Total Invoiced-to-Date Amount (PO + Pcard Purchases):** | **$12,748,859** |
| **Average Monthly Expenditure:** | $374,966 |
| **Unused Authorized Spending:** | **$1,760,604** |
| **Est. Forecasted Spend (For Entire Bid Term):** | |

**VENDOR INFORMATION**

| Awarded Vendors: | M/WBE Status (If applicable): | Spend: |
|---|---|---|
| 100149-FLORIDA TRANSPORTATION SYSTEMS | | $ 3,243,901 |
| 101796-BOULEVARD TIRE CENTER | | $ 3,012,564 |
| 102267-TOTAL TRUCK PARTS INC | | $ 2,312,688 |
| 140722-RELADYNE FLORIDA LLC | | $ 1,011,111 |
| 132250-MATTHEWS BUS ALLIANCE INC | | $ 896,926 |
| 122315-FLEET CHARGE PROCESSING CNTR | | $ 646,391 |
| 144483-DIESEL FORWARD INC DBA ALLIANT POWE | | $ 164,203 |
| 100243-M & H AUTOMOTIVE INC | | $ 76,525 |
| 147588-ALL ROADS KENWORTH LLC | | $ 24,965 |
| 100676-DAVIE BATTERY & ALTERNATOR INC | | $ 22,272 |
| 127329-RECHTIEN INTERNATIONAL TRUCKS INC | | $ 14,840 |
| 128654-DAN CALLAGHAN ENTERPRISES | | $ 7,533 |
| 147116-ELPAR INDUSTRIES INC | | $ 7,109 |
| 149664-PERFORMANCE NAPA LLC | | $ 7,045 |
| 110057-ACUITY SPECIALTY PRODUCTS INC | | $ 5,834 |
| 102365-FINISHMASTER | | $ 4,905 |
| 143718-FLEETPRIDE INC | | $ 4,135 |
| 137743-MCG MIMS CONSTRUCTION GROUP LLC | | $ 3,406 |
| 137053-O'REILLY AUTOMOTVE STORES INC | | $ 2,173 |
| 106469-ACUITY SPECIALTY PDTS GROUP INC | | $ 1,323 |
| 108582-NAPA AUTO PARTS | | $ 1,077 |
| 102552-VEHICLE MAINTENANCE PROGRAM INC | | $ 782 |
| 115853-KENWORTH OF SOUTH FLORIDA | | $ 322 |
| | | |
| | | |
| | **PO VENDOR SPEND:** | **$ 11,472,031** |
| | **P-CARD SPEND:** | **$ 1,276,828** |
| | **TOTAL SPEND:** | **$ 12,748,859** |

**NOTES (Type Below):**

| Default Funding Source* | | Department/School & Sign-off Information* | |
|---|---|---|---|
| **Cost Center** | 1310097220 | **Name** (First & Last) | Simone Clowers |
| **Fund** | 1000 | **Title** | Executive Director |
| **Functional Area** | 7802000000000000 | **Department/School Name** | Transportation & Fleet Services |
| **Commitment Item** | 55510000 | **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: | 2/23/2026 |
|---|---|---|

**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

**John Wesley White**
**Director, Procurement & Logistic Operations**
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/procurement

**The School Board of Broward County, Florida**

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Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

February 11, 2026

Jose Andres Arnao — Email: jarnao@alliantpower.com — Phone: 786-570-2831
Zachary Zander — Email: zzander@alliantpower.com
Diesel Forward Inc. dba Alliant Power
243 SW 33 red Ct.
Ft. Lauderdale, FL 33315

| | |
|---|---|
| Subject: | Letter of Renewal of the Contract |
| ITB #: | FY23-271 |
| ITB Title: | Vehicle Maintenance Parts, New Tires & Related Automotive Supplies |

Dear Mr. Arnao and Mr. Zander:

The above-referenced contract expires on 3/31/2026. In accordance with Special Condition 3 - Section 4 - Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2026 through 3/31/2027. 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 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 a higher price(s) contained on the attached page(s).
☐ No, I do not wish to renew the current contract award.

In accordance with Special Condition 3 – Section 24 – Price Adjustments of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed with a price adjustment.

Percent of increase being requested: **3** %

Please sign and date this document in the space provided and return it to my attention no later than 2/12/2026. 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**

**02/12/2026**
Signature/Date - Authorized Representative

**Jose Andres Arnao Vega**
Printed Name - Authorized Representative

**John Wesley White**
**Director, Procurement & Logistic Operations**
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/procurement

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Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

January 9, 2026

Roanon Barron
O'Reilly Automotive Stores, Inc.
d/b/a O'Reilly Auto Parts
2161 N. University Dr.
Sunrise, FL 33322

Email: probids@oreillyauto.com
Phone: 417-829-5856

| | |
|---|---|
| Subject: | Letter of Renewal of the Contract |
| ITB #: | FY23-271 |
| ITB Title: | Vehicle Maintenance Parts, New Tires & Related Automotive Supplies |

Dear Mr. Barron:

The above-referenced contract expires on 3/31/2026. In accordance with Special Condition 3 - Section 4 - Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2026 through 3/31/2027. 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 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 1/16/2026. 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**

Roanen Barron
Signature/Date - Authorized Representative

Roanen Barron, Senior Bid Analyst
Printed Name - Authorized Representative

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BROWARD
County Public Schools

**John Wesley White**
**Director, Procurement & Logistic Operations**
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/procurement

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Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

January 9, 2026

Robert Brompton
Rechtien International Trucks, Inc.
2565 State Road 84
Fort Lauderdale, FL 33312

Email: bbrompton@rechtien.com
Phone: 888-678-0550

| | |
|---|---|
| Subject: | Letter of Renewal of the Contract |
| ITB #: | FY23-271 |
| ITB Title: | Vehicle Maintenance Parts, New Tires & Related Automotive Supplies |

Dear Mr. Brompton:

The above-referenced contract expires on 3/31/2026. In accordance with Special Condition 3 - Section 4 - Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2026 through 3/31/2027. 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 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 1/16/2026. 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

Robert Brompton
Printed Name - Authorized Representative

Established 1915
BROWARD
County Public Schools

**John Wesley White**
**Director, Procurement & Logistic Operations**
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/procurement

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Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

January 9, 2026

David Rowland
Reladyne Florida LLC
205 NE 179th Street
Miami, FL 33162

Email: david.rowland@reladyne.com
Phone: 786-628-0789

| | |
|---|---|
| Subject: | Letter of Renewal of the Contract |
| ITB #: | FY23-271 |
| ITB Title: | Vehicle Maintenance Parts, New Tires & Related Automotive Supplies |

Dear Mr. Rowland:

The above-referenced contract expires on 3/31/2026. In accordance with Special Condition 3 - Section 4 - Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2026 through 3/31/2027. 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 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 1/16/2026. 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

David Rowland

Printed Name - Authorized Representative

**John Wesley White**
**Director, Procurement & Logistic Operations**
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/procurement

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Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

January 9, 2026

Maureen Fabien-Watson
Acuity Specialty Products, Inc
d/b/a Zep Sales and Service
600 Galleria Parkway, Suite 1500
Atlanta, GA 30339

Email: zepbids@zep.com
Phone: 877-428-9937

| | |
|---|---|
| Subject: | Letter of Renewal of the Contract |
| ITB #: | FY23-271 |
| ITB Title: | Vehicle Maintenance Parts, New Tires & Related Automotive Supplies |

Dear Ms. Fabien-Watson:

The above-referenced contract expires on 3/31/2026. In accordance with Special Condition 3 - Section 4 - Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2026 through 3/31/2027. 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 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 1/16/2026. 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**

M Fabien-Watson
Signature/Date - Authorized Representative

Maureena Fabien-Watson
Printed Name - Authorized Representative

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County Public Schools

**John Wesley White**
**Director, Procurement & Logistic Operations**
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/procurement

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Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

January 9, 2026

Donald T. Mead
Dan Callaghan Enterprises, Inc.
d/b/a Callaghan Tires
4421 12th St. Court East
Bradenton, FL 34203

Email: dmead@callaghantire.com
Phone: 941-751-1577

| | |
|---|---|
| Subject: | Letter of Renewal of the Contract |
| ITB #: | FY23-271 |
| ITB Title: | Vehicle Maintenance Parts, New Tires & Related Automotive Supplies |

Dear Mr. Mead:

The above-referenced contract expires on 3/31/2026. In accordance with Special Condition 3 - Section 4 - Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2026 through 3/31/2027. 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 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 1/16/2026. 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**

Donald T. Mead
Signature/Date - Authorized Representative

Donald T. Mead
Printed Name - Authorized Representative

**John Wesley White**
**Director, Procurement & Logistic Operations**
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/procurement

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Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

January 9, 2026

Yan LaPointe
Earl W. Colvard, Inc.
dba Boulevard Tire Center
816 S. Woodland Blvd
Deland, FL 32720

Email: ylapointe@boulevardtire.com
Phone: 386-547-0924

| | |
|---|---|
| Subject: | Letter of Renewal of the Contract |
| ITB #: | FY23-271 |
| ITB Title: | Vehicle Maintenance Parts, New Tires & Related Automotive Supplies |

Dear Mr. Lapointe:

The above-referenced contract expires on 3/31/2026. In accordance with Special Condition 3 - Section 4 - Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2026 through 3/31/2027. 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 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 1/16/2026. 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**

Yan Lapointe
Signature/Date - Authorized Representative

YAN LAPOINTE
Printed Name - Authorized Representative

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County Public Schools

**John Wesley White**
**Director, Procurement & Logistic Operations**
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
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john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/procurement

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Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

January 9, 2026

Rick Williams
Total Truck Parts, Inc.
778 NW 57 Ct.
Fort Lauderdale, FL 33309

Email: rwilliams@totaltruckparts.net
Phone: 954-772-0050

| | |
|---|---|
| Subject: | Letter of Renewal of the Contract |
| ITB #: | FY23-271 |
| ITB Title: | Vehicle Maintenance Parts, New Tires & Related Automotive Supplies |

Dear Mr. Williams:

The above-referenced contract expires on 3/31/2026. In accordance with Special Condition 3 - Section 4 - Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2026 through 3/31/2027. This letter does not constitute the actual renewal or contract offer.

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☑ 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 1/16/2026. 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**

Rick Williams 1/12/26
Signature/Date - Authorized Representative

Rick Williams 1/12/26
Printed Name - Authorized Representative

**John Wesley White**
**Director, Procurement & Logistic Operations**
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/procurement

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Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

January 9, 2026

Lindi Brooks
Vehicle Maintenance Program
3595 N Dixie Hwy Bay 7
Boca Raton, FL 33431

Email: lindi@vmpparts.com
Phone: 561-362-6080

| | |
|---|---|
| Subject: | Letter of Renewal of the Contract |
| ITB #: | FY23-271 |
| ITB Title: | Vehicle Maintenance Parts, New Tires & Related Automotive Supplies |

Dear Ms. Brooks:

The above-referenced contract expires on 3/31/2026. In accordance with Special Condition 3 - Section 4 - Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2026 through 3/31/2027. This letter does not constitute the actual renewal or contract offer.

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☑ 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 1/16/2026. 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.

**VENDOR RESPONSE**

Signature/Date - Authorized Representative

Lindi Brooks
Printed Name - Authorized Representative

Sincerely,

Maya Balseca
Maya Balseca
Purchasing Agent III

Established 1915
BROWARD
County Public Schools

**John Wesley White**
**Director, Procurement & Logistic Operations**
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
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john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/procurement

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Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

January 9, 2026

Jeff Slack
Florida Transportation Systems
6041 Orient Rd
Tampa, FL 33610

Email: jeff.slack@fts4buses.com & drevelle@fts4buses.com
Phone: 813-980-0174

| | |
|---|---|
| Subject: | Letter of Renewal of the Contract |
| ITB #: | FY23-271 |
| ITB Title: | Vehicle Maintenance Parts, New Tires & Related Automotive Supplies |

Dear Mr. Slack:

The above-referenced contract expires on 3/31/2026. In accordance with Special Condition 3 - Section 4 - Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2026 through 3/31/2027. This letter does not constitute the actual renewal or contract offer.

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☒ 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 1/16/2026. 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.

**VENDOR RESPONSE**

Doug Revelle 01/12/26
Signature/Date - Authorized Representative

Doug Revelle
Printed Name - Authorized Representative

Sincerely,

Maya Balseca
Maya Balseca
Purchasing Agent III

2610

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BROWARD
County Public Schools

**John Wesley White**
**Director, Procurement & Logistic Operations**
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john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/procurement

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Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

January 22, 2026

Bert Masson
Tiresoles of Broward, Inc.
1865 S. Powerline Rd. Ste. C
Deerfield Beach, FL 33442

Email: bmasson@tiresoles.com

| | |
|---|---|
| Subject: | Letter of Renewal of the Contract |
| ITB #: | FY23-271 |
| ITB Title: | Vehicle Maintenance Parts, New Tires & Related Automotive Supplies |

Dear Mr. Masson:

The above-referenced contract expires on 3/31/2026. In accordance with Special Condition 3 - Section 4 - Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2026 through 3/31/2027. 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 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 1/27/2026. 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**

Abby J. Stafford
Signature/Date - Authorized Representative

Abby J. Stafford, Sec.
Printed Name - Authorized Representative

Established 1915
BROWARD
County Public Schools

**John Wesley White**
**Director, Procurement & Logistic Operations**
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/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

January 9, 2026

Glen Provenzano
Matthews Bus Alliance, Inc.
4802 West Colonial Drive
Orlando, FL 32808

Email: gprovenzano@matthewsbusesflorida.com
Phone: 800-330-1175 ext. 406

| | |
|---|---|
| Subject: | Letter of Renewal of the Contract |
| ITB #: | FY23-271 |
| ITB Title: | Vehicle Maintenance Parts, New Tires & Related Automotive Supplies |

Dear Mr. Provenzano:

The above-referenced contract expires on 3/31/2026. In accordance with Special Condition 3 - Section 4 - Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2026 through 3/31/2027. 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 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 1/16/2026. 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**

Glen Provenzano 1/16/26
Signature/Date - Authorized Representative

Glen Provenzano
Printed Name - Authorized Representative

2612

**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 #:** FY23-271 | **Bid Title:** Vehicle Parts, New Tires, and Related Automotive Supplies |
| **Purchase Order #:** | **Product/Service Provided:** Product Vehicle Parts |
| **Supplier (Company) Name:** ZEP | |
| **Contact Name:** Allan Sussberg | **Contact Phone #:** (561) 716 - 4428 |

## 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.

Allan has provide excellent customer service; visits the stockroom monthly. Maintains exceptional attention to detail. Highly responsive and proactive. Builds and maintains excellent long-term relationships.

## EVALUATION FORM COMPLETED BY:

| | | |
|---|---|---|
| **Name:** Joseph Deitz | **Title:** Supervisor II, Centralized Parts | **Contact Phone #:** (754) 321 - 4471 |
| **School/Department:** Vehicle Maintenance | | |
| **Participant's Signature:** | | **Date:** 01/14/2026 |

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**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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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 #:** FY23-271 | **Bid Title:** Vehicle Parts, New Tires, and Related Automotive Supplies |
| **Purchase Order #:** | **Product/Service Provided:** Product Vehicle Parts |
| **Supplier (Company) Name:** ALLIANT POWER | |
| **Contact Name:** Jose Andres Arnao | **Contact Phone #:** ( 786 ) 570 - 2831 |

## 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.

Delivery timelines are usually met, with minor delays on occasion. Responds to inquiries within acceptable timeframes.

## EVALUATION FORM COMPLETED BY:

| | | |
|---|---|---|
| **Name:** Joseph Deitz | **Title:** Supervisor II, Centralized Parts | **Contact Phone #:** (754) 321 - 4471 |
| **School/Department:** Vehicle Maintenance | | |
| **Participant's Signature:** | | **Date:** 01/14/2026 |

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**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 #:** FY23-271 | **Bid Title:** Vehicle Parts, New Tires, and Related Automotive Supplies |
| **Purchase Order #:** | **Product/Service Provided:** Product Vehicle Parts |
| **Supplier (Company) Name:** Dan Callaghan Enterprises, INC | |
| **Contact Name:** Dan Callaghan | **Contact Phone #:** (941) 751 - 1577 |

## 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:** Joseph Deitz | **Title:** Supervisor II, Centralized Parts | **Contact Phone #:** (754) 321 - 4471 |
| **School/Department:** Vehicle Maintenance | | |
| **Participant's Signature:** JJA | **Date:** 01/14/2026 | |

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**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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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 #:** FY23-271 | **Bid Title:** Vehicle Parts, New Tires, and Related Automotive Supplies |
| **Purchase Order #:** | **Product/Service Provided:** Product Tires Vehicle Parts |
| **Supplier (Company) Name:** Boulevard Tire Center | |
| **Contact Name:** Jessie Rodriguez | **Contact Phone #:** (305) 635 - 8116 |

## 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.

Boulevard Tire does an outstanding job with product, delivery times, and service. Maintains exceptional attention to detail and reliability. Offers competitive pricing with exceptional value. Shows strong dedication to customer satisfaction.

## EVALUATION FORM COMPLETED BY:

| | | |
|---|---|---|
| **Name:** Joseph Deitz | **Title:** Supervisor II, Centralized Parts | **Contact Phone #:** (754) 321 - 4471 |
| **School/Department:** Vehicle Maintenance | | |
| **Participant's Signature:** | | **Date:** 01/14/2026 |

**PROCUREMENT & LOGISTIC OPERATIONS**
Broward County Public Schools

# Supplier/Product Evaluation Form

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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 #:** FY23-271 | **Bid Title:** Vehicle Parts, New Tires, and Related Automotive Supplies |
| **Purchase Order #:** | **Product/Service Provided:** Product Vehicle Parts |
| **Supplier (Company) Name:** Florida Transportation Systems, Inc. | |
| **Contact Name:** Jeffrey Slack | **Contact Phone #:** (407) 747 - 0870 |

## 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.

Jeff will visit monthly to our stockroom to ensure service is being provided and if their are any issues. Demonstrates outstanding commitment to quality assurance. Provides cost-effective solutions without compromising quality.

## EVALUATION FORM COMPLETED BY:

| | | |
|---|---|---|
| **Name:** Joseph Deitz | **Title:** Supervisor II, Centralized Parts | **Contact Phone #:** (754) 321 - 4471 |
| **School/Department:** Vehicle Maintenance | | |
| **Participant's Signature:** | | **Date:** 01/14/2026 |

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**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 #:** FY23-271 | **Bid Title:** Vehicle Parts, New Tires, and Related Automotive Supplies |
| **Purchase Order #:** | **Product/Service Provided:** Product Vehicle Parts |
| **Supplier (Company) Name:** Matthews Buses Florida | |
| **Contact Name:** Glen Provenzano | **Contact Phone #:** (800) 330 - 1175 |

## 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.

Brad Sale Rep will visit monthly to our stockroom to ensure service is being provided. Demonstrates reliability even during high-demand periods. Provides exceptional support and quick issue resolution.

## EVALUATION FORM COMPLETED BY:

| | | |
|---|---|---|
| **Name:** Joseph Deitz | **Title:** Supervisor II, Centralized Parts | **Contact Phone #:** (754) 321 - 4471 |
| **School/Department:** Vehicle Maintenance | | |
| **Participant's Signature:** | | **Date:** 01/14/2026 |

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**PROCUREMENT & LOGISTIC OPERATIONS**
Broward County Public Schools

# Supplier/Product Evaluation Form

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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 #:** FY23-271 **Bid Title:** Vehicle Parts, New Tires, and Related Automotive Supplies

**Purchase Order #:** **Product/Service Provided:** Product Vehicle Parts

**Supplier (Company) Name:** O'Reilly Auto Parts

**Contact Name:** Gary Nanton **Contact Phone #:** (954) 668 - 3904

## 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.

Gary is very active sales rep for O'Reilly with weekly visits to our stockroom. Maintains a professional relationship with going above and beyond. Highly responsive to inquiries and provides timely updates.

## EVALUATION FORM COMPLETED BY:

**Name:** Joseph Deitz **Title:** Supervisor II, Centralized Parts **Contact Phone #:** (754) 321 - 4471

**School/Department:** Vehicle Maintenance

**Participant's Signature:** **Date:** 01/14/2026

2619

**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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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 #:** FY23-271 | **Bid Title:** Vehicle Parts, New Tires, and Related Automotive Supplies |
| **Purchase Order #:** | **Product/Service Provided:** Product Vehicle Parts |
| **Supplier (Company) Name:** Reladyne Florida | |
| **Contact Name:** Nick Miller | **Contact Phone #:** (954) 336 - 1429 |

## 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.

Consistently delivers products that exceed quality standards. Maintains exceptional attention to detail and reliability. Highly responsive and proactive in communication. Builds and maintains excellent long-term relationships.

## EVALUATION FORM COMPLETED BY:

| | | |
|---|---|---|
| **Name:** Joseph Deitz | **Title:** Supervisor II, Centralized Parts | **Contact Phone #:** (754) 321 - 4471 |
| **School/Department:** Vehicle Maintenance | | |
| **Participant's Signature:** | | **Date:** 01/14/2026 |

2620

**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 #:** FY23-271 | **Bid Title:** Vehicle Parts, New Tires, and Related Automotive Supplies |
| **Purchase Order #:** | **Product/Service Provided:** Product Vehicle Parts |
| **Supplier (Company) Name:** Tiresoles, 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.

Changed ownership and had not been in contact with vendor for over 2 years.

## EVALUATION FORM COMPLETED BY:

| | | |
|---|---|---|
| **Name:** Joseph Deitz | **Title:** Supervisor II, Centralized Parts | **Contact Phone #:** (754) 321 - 4471 |
| **School/Department:** Vehicle Maintenance | | |
| **Participant's Signature:** | | **Date:** 01/14/2026 |

**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 #:** FY23-271 | **Bid Title:** Vehicle Parts, New Tires, and Related Automotive Supplies |
| **Purchase Order #:** | **Product/Service Provided:** Product Vehicle Parts |
| **Supplier (Company) Name:** Rechtien Fleet Charge | |
| **Contact Name:** Robert (Bob) Brompton | **Contact Phone #:** (954) 957 - 8390 |

## 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.

Bob does monthly visit to stockroom to ensure service is being provided and if their any issues. Responds to inquiries within acceptable timeframes. Resolves issues when raised but could improve follow-up.

## EVALUATION FORM COMPLETED BY:

| | | |
|---|---|---|
| **Name:** Joseph Deitz | **Title:** Supervisor II, Centralized Parts | **Contact Phone #:** (754) 321 - 4471 |
| **School/Department:** Vehicle Maintenance | | |
| **Participant's Signature:** | | **Date:** 01/14/2026 |

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**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 #:** FY23-271 | **Bid Title:** Vehicle Parts, New Tires, and Related Automotive Supplies |
| **Purchase Order #:** | **Product/Service Provided:** Product Vehicle Parts |
| **Supplier (Company) Name:** Total Truck | |
| **Contact Name:** Ricky Williams | **Contact Phone #:** (954) 772 - 0050 |

## 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.

Ricky visits the stockroom weekly to ensure service to being provided in a timely manner. Consistently delivers products that exceed quality standards. Shows excellent planning and execution for on-time delivery.

## EVALUATION FORM COMPLETED BY:

| | | |
|---|---|---|
| **Name:** Joseph Deitz | **Title:** Supervisor II, Centralized Parts | **Contact Phone #:** (754) 321 - 4471 |
| **School/Department:** Vehicle Maintenance | | |
| **Participant's Signature:** | | **Date:** 01/14/2026 |

2623

**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 #:** FY23-271 | **Bid Title:** Vehicle Parts, New Tires, and Related Automotive Supplies |
| **Purchase Order #:** | **Product/Service Provided:** Product Vehicle Parts |
| **Supplier (Company) Name:** Vehicle Maintenance Program, Inc. (VMP) | |
| **Contact Name:** Alejo Monná | **Contact Phone #:** (561) 362 - 6080 |

## 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.

Meets basic quality standards but lacks consistency in some areas. Provides satisfactory support but lacks exceptional service.

## EVALUATION FORM COMPLETED BY:

| | | |
|---|---|---|
| **Name:** Joseph Deitz | **Title:** Supervisor II, Centralized Parts | **Contact Phone #:** (754) 321 - 4471 |
| **School/Department:** Vehicle Maintenance | | |
| **Participant's Signature:** | | **Date:** 01/14/2026 |

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**

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq
Daniel P. Foganholi
Sarah Leonard
Dr. Jeff Holnessi
Nora Rupert
Dr. Allen Zeman

Dr. Vickie L. Cartwright
Superintendent of Schools

2/1/2023

Dear Prospective Bidders,

**SUBJECT:** **Instructions to Bidders**
**Invitation to Bid: FY23-271**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Vehicle Maintenance Parts, Tires, Supplies & Related Items** Any questions regarding this ITB should be addressed to me, in writing via e-mail to **michelle.wilcox@browardschools.com**. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 59) shall take effect. Any bidder, or lobbyist for a bidder, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

- **SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) CERTIFICATION/PARTICIPATION (See 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 agreements. S/M/WBE vendors utilized for this Agreement must be certified by SBBC's Supplier Diversity Outreach Program Office prior to the submission of the 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.

- **SUBMITTAL REQUIREMENTS**
  Submittal Requirements in Section 1 is a listing of submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**
  The Bid Summary Sheets upon which the Bidder submits its prices should be completed in electronically (Excel, if applicable). The Bidder Acknowledgement Section must be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- **PRICING CORRECTIONS**
  SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- **DUE DATE**
  Bids are due in Procurement & Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.

- **STATEMENT OF "NO BID"**
  If you are **not** submitting a bid in response to this ITB, please complete Section 9, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail michelle.wilcox@browardschools.com. Your response to the Statement of "No" Bid is very important to Procurement & Warehousing Services when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Purchasing Agent III

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The School Board of Broward County, Florida
**PROCUREMENT & WAREHOUSING SERVICES**
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

# INVITATION TO BID (ITB)

**DUE DATE:** Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:

**2/16/2023**

Check Addenda for any revised opening dates before submitting your bid. **Bid(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.

| ITB NO.: | RELEASE DATE: | PURCHASING AGENT: |
|---|---|---|
| **FY23-271** | **2/1/2023** | Michelle Wilcox<br>754-321-0503 |

BID TITLE:

**VEHICLE MAINTENANCE PARTS, TIRES & SUPPLIES**

## SECTION 1 – BIDDER ACKNOWLEDGEMENT

**MUST BE COMPLETED BY ALL BIDDERS.**

**IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.**

| | |
|---|---|
| Bidder's Name (Company): | **"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below. |
| "Doing Business As" (d/b/a), if applicable: | ☐ Check this box if the address is the same as stated on the left. |
| Address: | Address: |
| City: | City: |
| State: Zip: | State: Zip: |
| Federal Tax Identification Number: | Telephone Number: |
| **E-mail Address to Send Purchase Orders:** | |

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, 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 Bidder 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. Bidder 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 bid are true and accurate.

*I agree that this bid cannot be withdrawn within 90 days from date due.*

***Signature of Authorized Representative (Manual)***

***Name of Authorized Representative (Typed or Printed)***

***Title***

***Email of Authorized Representative***

## SUBMITTAL REQUIREMENTS

In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☒ below have been submitted.

| | | | |
|---|---|---|---|
| ☒ Bidder Acknowledgement<br>Section 1 | ☒ Conflict of Interest Form<br>Section 8, Attachment B | ☒ Certificate of Debarment<br>Section 8, Attachment C | ☐ Manufacturers Authorization<br>Special Condition __ |
| ☐ Bidder's Preference Statement<br>Special Condition __ | ☒ Bid Summary Sheet<br>Section 4 | ☒ S/M/WBE Participation Schedule<br>(Attachment A) | ☐ Statement of Intent to Perform as an S/M/WBE Subcontractor<br>(Attachment A) |
| ☐ Descriptive Literature<br>Special Condition ____ | ☐ Material Safety Data Sheets<br>Special Condition __ | ☐ Bid Bond<br>Special Condition ____ | ☐ Descriptive Literature<br>Special Condition ____ |

**Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.**

## SECTION 2 – CALENDAR

| | |
|---|---|
| Wednesday, February 1, 2023 | Release of ITB FY23-107 |
| Wednesday, February 8, 2023 | Vendor written questions due on or before 5:00 p.m. ET via email to: **Michelle.wilcox@browardschools.com** |
| Thursday, February 16, 2023 | *Bids due on or before 2:00 p.m. ET<br>Bid opening will be at:<br>Technical Support Services Center (TSSC)<br>Procurement & Warehousing Services Department (Floor 3)<br>7720 West Oakland Park Blvd.<br>Sunrise, Florida 33351-6704 |
| Monday, February 20, 2023 | Posting of Recommendation Tabulation |

**NOTE:** If you plan to attend the public meeting or hand-deliver your bid, please arrive 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 appropriate floor.

** These are public meetings. 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, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA 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 – SPECIAL CONDITIONS

1. **INTRODUCTION:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids Vehicle Maintenance Parts, Tires & Supplies as specified herein. The scope of requirements includes, but is not limited to, . Prices quoted shall include inside delivery to . SBBC locations may issue open (blanket) Purchase Orders as required. Receipt of open orders does not authorize the release or shipment of any goods or services. For all open orders, items shall be ordered on an as-needed basis through the use of an order form. Shipments received as a result of an open order, where an order form has not been released, shall not be accepted and no cost shall be incurred by SBBC as a result.

**SUBMIT IN TIME FOR BID OPENING:**

- One (1) signed hard copy of Bidder's response, including a printed copy of the Pricing Spreadsheet (no binders or binding is necessary - use of a staple or binder clip is preferred).
- One (1) flash drive containing an identical electronic version of the bid (pdf format preferred) and the Pricing Spreadsheet as an Excel type (.xls) document.

NOTE: If there is a discrepancy between the hard copy and the electronic copy, the original hard copy shall govern.

2. **BID QUESTIONS:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Insert Name Here**, Purchasing Agent in Procurement & Warehousing Services, via email to** Insert Name Here who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither the Purchasing Agent, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

3. **TERM:** The award of this bid shall establish a three (3) year Agreement beginning upon approval by the Board**.** Bids shall not be considered for a shorter period of time. If only one bid is received, the term of the Agreement may be reduced to one year.

4. **RENEWAL:** The term of the bid shall be for Three (3) year(s), 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. Procurement & Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current Agreement period. The Awardee shall be notified when the recommendation has been acted upon by the School Board.

   When a subsequent award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any agreement awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.

5. **AWARD:**
   GROUP 1 – VEHICLE PARTS The bid shall be awarded by **ITEM**, as indicated on the Bid Summary Sheets, to three (3) responsive and responsible Bidders meeting all specifications, terms and conditions offering the three **GREATEST SINGLE-FIXED PERCENTAGE** discount from manufacturer's suggested retail pricelist (MSRP). Percentage discount listed under "Additional Information" for each bid item is for informational purposes only and is not part of the award process.

   The percentage discount offered must be stated in the spaces provided on the Bid Summary Sheet. The percentage discount offered must remain firm throughout the contract period. SBBC reserves the right to release new bids for any items that are included in catalogs submitted. Percentage discount offered must be stated in the spaces provided on the Bid Summary Sheet. Percentage discount offered must remain firm throughout the contract period.

   GROUP 2 – NEW TIRES - This bid will be awarded **BY ITEM** there will be one primary and up to three alternate responsive and responsible bidders meeting all specifications, terms, and conditions, To be considered for award, Bidder must offer firm, for items specified on the Bid Summary sheet. Bidders are not required to bid on ALL items. The highest fixed -priced Bidder for each item shall be considered the Primary Awardee for that item. All other responsive Bidders for that item will be Alternate Awardees ranked by the prices they submitted. The responsive Bidder with the next lowest price will be the First Alternate Awardee, the responsive Bidder with the next lowest price after the First Alternate Awardee will be the Second Alternate Awardee, and so on. SBBC reserves the right to procure goods from Alternate Awardee(s), beginning with the First Alternate Awardee, if a) the Primary Awardee cannot comply with delivery requirements or specifications; b) the Primary Awardee is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) due to supply-chain constraints; or e) if SBBC, at its sole discretion, determines that it is in its

best interest to do so. When a bid has Primary and Alternate Awardee(s) and the Primary Awardee is unable to perform during the term of the Agreement, Procurement & Warehousing Services may negotiate with the Alternate Awardee for the same or lower unit prices as those submitted by the Primary Awardee.

GROUP 3 – FLUID - This bid will be awarded **BY ITEM** there will be one primary and up to three alternate responsive and responsible bidders meeting all specifications, terms, and conditions, To be considered for award, Bidder must offer firm, for items specified on the Bid Summary sheet. Bidders are not required to bid on ALL items. The highest fixed -priced Bidder for each item shall be considered the Primary Awardee for that item. All other responsive Bidders for that item will be Alternate Awardees ranked by the prices they submitted. The responsive Bidder with the next lowest price will be the First Alternate Awardee, the responsive Bidder with the next lowest price after the First Alternate Awardee will be the Second Alternate Awardee, and so on. SBBC reserves the right to procure goods from Alternate Awardee(s), beginning with the First Alternate Awardee, if a) the Primary Awardee cannot comply with delivery requirements or specifications; b) the Primary Awardee is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) due to supply-chain constraints; or e) if SBBC, at its sole discretion, determines that it is in its best interest to do so. When a bid has Primary and Alternate Awardee(s) and the Primary Awardee is unable to perform during the term of the Agreement, Procurement & Warehousing Services may negotiate with the Alternate Awardee for the same or lower unit prices as those submitted by the Primary Awardee.

Award will be made to all responsive and responsible Bidders for **GROUP 9** who offer a single fixed percentage discount from the catalogs/price list(s). Percentage discount must be stated in the spaces provided on the Bid summary Sheet. Percentage discount offered must remain firm throughout the contract period. SBBC reserves the right to release new bides for any items that are included in catalogs submitted.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its Agreement, have its Agreement canceled, be subject to the payment of liquidated damages, and be removed from the bid list and become ineligible to do business with SBBC for two (2) years, as described in General Conditions 21 and 58 and Part II, Section DD of School Board Policy 3320.

6. **SINGLE FIXED PERCENTAGE DISCOUNT OFFERED:** Bidder should indicate in all spaces provided on the Bid Summary Sheet their single fixed percentage discount for the indicated manufacturer's That will be used for the term of the Agreement. The single fixed percentage offered shall remain firm throughout the term of the Agreement. Supplies

   Bidders shall offer their single fixed percentage discount as described on the Bid Summary Sheet, to be calculated from the most current manufacturer's list price. The percentage discount is a minimum, and the Awardee will extend larger discounts whenever possible.

7. **DELIVERY/FREIGHT**: – Deliveries must be complete within two (20 business days after receipt of purchase order (ARO) to Vehicle Maintenance Central Stockroom, 3895 .W. 10 Avenue, Oakland Park, Florida 33309, unless otherwise indicated between the hours of 7:00 AM to 2: PM exclusive of holidays or when SBBC is closed. Prices quoted shall include inside deliver and e shipped F.O.B Destination to Vehicle Maintenance Central Stockroom or any location within Broward County. Awardees will be expected to deliver and unload their orders,. Tailgate deliveries or deliveries via fright charge collect are NOT acceptable

   If material cannot be delivered within two (2) business days the Vehicle Maintenance Central Stockroom Supervisor assigned shall be notified and reserves the right to cancel orders and purchase from the alternate awardee or from the open market.

8. **DISPOSAL**: Proper disposal of all tires must be in accordance with the Florida Department of Environmental Protection's regulations.

9. **USE OF BID:** When orders are for products not listed on the Bid Summary sheet and exceed $5,000, SBBC departments or schools ("end-user") will request a quote from three (3) Awardees (2 of the 3 Awardees must be certified S/M/WBE vendors*). Awardees will provide quotation within three (3) business days of request. End-user will submit a completed Vendor Selection Form with their requisition in SAP (SBBC's ERP system) to generate a PO to the selected Awardee(s).

   *Unless no certified S/M/WBE vendors are Awardees. If certified S/M/WBE vendor does not provide quote within 3 business days, end-user will submit documentation of the attempt (email etc) with the Vendor Selection Form/quotes and contact a non-certified Awardee for a quote.

10. **CATALOGS/PRICE LIST(S):** Bidder(s) shall furnish, with this bid, one hard copy, electronic or CD ROM version of their current catalog and manufacturers' price list which will indicate all items Bidder can furnish and the list prices to be used for each item. Any catalogs/price lists and bids submitted for other than automotive parts and supplies will not be accepted. Failure to furnish catalogs and/or price lists, as required, will result in disqualification of the bid submitted. All Awardees shall deliver these same catalogs to the Supervisor, Vehicle Maintenance Department, 3895 NW 10th Avenue, Fort Lauderdale, Florida 33309. It is in the best interest of the Awardee to indicate the bid number, the start date of the Agreement, the expiration of the Agreement, and the Awardee's single fixed percentage discount offered on the front of the catalogs/price lists when it is delivered by the Awardee to all SBBC locations.

If, during the Agreement period, the Awardee issues replacements to the catalog(s)/pricelist(s), a copy of the replacement catalog(s)/price list(s) are to be forwarded to the Supervisor, Vehicle Maintenance Department, 3895 NW 10th Avenue, Fort Lauderdale, Florida 33309. Failure on the part of the Awardee(s) to furnish current catalogs/price lists updates will result in all payments being based on the last update received and the increase will not be honored.

11. **BALANCE–OF–LINE OPTION:** Bidders are requested to provide one Balance-of-Line minimum discount off list percentage for items not listed on the pricing sheet, to allow for new items to be purchased. This percentage discount amount should be entered on the Pricing Spreadsheet in the designated section, for informational purposes only, and is not part of the award process. The percentage discount offered may not decrease throughout the term of the Agreement. The percentage discount is a minimum, and the Awardee will extend larger discounts whenever possible.

12. **EMERGENCY ORDERS:** Emergency orders are defined as situations where immediate purchases are required to prevent the loss of service to alleviate the possibility of a situation which would adversely and unduly affect the safety, health or comfort of a building, occupants, or otherwise cause loss to the District. In the event of an emergency, the District may select, at their discretion a vendor from the Awardees to provide products/services.

13. **ACCEPTANCE OF MATERIALS:** The material delivered under this bid shall remain the property of the Awardee until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein, and be fully in accordance with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request to the Awardee and return the product to Awardee, at Awardee's expense. The awardee will be responsible for the pick-up of defective/rejected materials. After 30 days of notification to the Awardee, if the materials are not removed, they become the property of SBBC. The awardee will be responsible for any disposition charges.

14. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the Agreement period for each item and are not a guarantee. Actual quantities ordered throughout the Agreement period may be greater or less than the bid estimates and shall be furnished at the fixed Agreement price. Purchases shall be requested as needed throughout the Agreement period and as few as one each may be ordered at one time.

15. **ADDING OR DELETING SITES:** SBBC may, during the term of the Agreement, add or delete service, wholly or in part, at any SBBC site. In the event that a site listed herein is deleted, the quoted cost for the (s) being deleted shall be removed from the monthly invoice amount. In the event that a site not listed herein is added to the Agreement, the Bidder shall invoice the same amount as prices quoted herein for similar

16. **BRAND STANDARDIZATION:** In accordance with SBBC Policy 3320, Part II, Rule R., Bids shall be accepted only on the brands specified. If a Bidder wishes to have a piece of equipment placed on the list for future bidding, it shall be necessary for Bidder(s) to furnish to Procurement & Warehousing Services a sample of the item for testing purposes. If such an item performs satisfactorily, a recommendation shall be made to include this item on the future list of approved equipment.

17. **COMPATIBILITY:** SBBC has standardized its . Therefore, all items bid must be able to operate at their optimal level on this equipment.

18. **BRANDS OFFERED:** Bids shall be accepted only on the brands specified. If a Bidder wishes to have a piece of equipment placed on the list for future bidding, it shall be necessary for Bidder(s) to furnish to Procurement & Warehousing Services a sample of the item for testing purposes. If such an item performs satisfactorily, a recommendation shall be made to include this item on the future list of approved equipment. In the event that any item supplied does not prove satisfactory, that item shall be removed from the approved list until such time as correction is made to the satisfaction of SBBC.

19. **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. In the event that a vendor does not provide goods or services due to Force Majeure for an agreement awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

20. **FLORIDA BIDDING'S PREFERENCE:** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations for personal property from Bidders having a principal place of business outside the State of Florida. **ALL BIDDERS MUST COMPLETE AND SUBMIT SECTION 8, ATTACHMENT D TO BE CONSIDERED FOR AWARD.** Failure to submit and execute this form, with the bid, shall result in the bid being considered "non-responsive" and bid rejected**.** Bidders whose principal place of business is 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 Bidder Preference form, Section 8, Attachment D, and must submit this form with submitted bid.

21. **INVOICES:** Invoices are to be mailed to the address provided on the SBBC issued purchase order. Delivery copies, packing slips, and invoices to SBBC **MUST** include the following: 1) Purchase Order number, 2) A complete description of the items including serial number(s) where applicable, 3) Itemized list price, and 4) Total dollar amount shall be net. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.**

    Material back-ordered should be clearly indicated on the packing slip. Schools, departments and centers reserve the right to cancel back-orders at any time and purchase from another vendor.

22. **ACH PAYMENTS:** Payments will be made to Awardee(s) by SBBC via ACH (Automated Clearing House) for automatic deposits (credits) after goods or services are provided by Awardee in accordance with bid requirements. To facilitate payments to be directly deposited, the ACH Payment Agreement must be submitted to achrequests@browardschools.com New vendors can do this as part of the supplier registration process described below. Vendors already registered on SBBC's eProcure Online Supplier Portal can update their information by downloading a copy of the ACH Payment Agreement and submit the completed form to the Purchasing Help Desk email stated above.

23. **LEAD-FREE STATEMENT:** All material supplied SBBC must be 100% lead-free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead-free shall be supplied to SBBC. **No bid shall be considered unless this is agreed to by the Bidder.**

24. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three (3) years of the Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, thirty (30) calendar days before the third-anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice returned to the Awardee for correction.
    a. The Director, Procurement & Warehousing Services, may, in the Director's sole discretion on behalf of the SBBC, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require vendor to provide irrefutable evidence that ALL the following circumstances exist:
        i. The volatility is due to causes wholly beyond the vendor's control; and
        ii. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
        iii. The effect on pricing or availability of supply is substantial; and
        iv. The volatility so affects the vendor that continued performance of the Agreement would result in a substantial loss.

    Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing

25. **PRICE REDUCTIONS:** Awarded vendors may offer SBBC, at any time during the period of the Agreement, additional discounts from the prices offered in this ITB and invoice less than the prices offered in their submitted bid. If, from date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid product, the lowest of these reduced prices shall be extended to SBBC.

26. **PROTECTION OF WORK, PROPERTY, AND PERSONNEL:** The 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 unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to ensure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.

27. **WARRANTY:** The manufacturer's standard warranty must be provided on all bid items. The warranty shall begin after delivery and acceptance by the user of the product. Warranty shall be stated in the spaces provided in the Bid Summary Sheet. For all Reman other than OEM, the warranty shall be for a period of two (2) years. The warranty shall begin after delivery and acceptance by the user of the product.

28. **W-9 FORMS:** All Bidders are requested to complete a W-9 form which can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf , and submit with their bid.

29. **SUPPLIER 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 Purchase Orders or payments cannot be issued to the Awardee without an SAP Vendor number, which is issued after completion of the Online Supplier Portal registration process. Training materials are available via our website at https://www.browardschools.com/PWS (if needed).

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# SECTION 4 – SPECIFICATIONS & BID SUMMARY (PRICING)

## 1. SPECIFICATIONS

**Group 2 – NEW TIRES –**

**A. WASTE TIRE FEE:** For the purpose of this ITB, the term "Waste Tire Fee" only shall apply to the government tax or fee imposed for the purchase of new Tires pursuant to the Chapters 403.717 and 403. 718, F.S. and does not apply to the Optional Related Service of Tire Disposal, per Section 6.3, Commodity and Optional Related Services Specifications and Standards.

In accordance with Chapters 403.717 and 403.718, F.S., users of this ITB are currently required to pay a Waste Tire Fee for each new tire purchased in the State of Florida. The Waste Tire Fee imposed under Chapters 403.717 and 403.718, FS. shall be stated separately on the invoice as a "Waste Tire Fee".

The State of Florida Department of Revenue must approve, in advance, any changes to the Waste Tire Fee or any additional government tax and/or fee imposed on SBBC by the federal, State or local governments. It is the responsibility of the Awardee(s) to request any government tax and /or fee change or additional in writing and received by SBBC, Procurement & Warehousing Services no later than sixty (60) days prior to the effective date of the proposed change in the Waste Tire Fee or addition of a new government tax and/or fee. Awardee9s) agrees to give SBBC the immediate benefit of any government tax and/or fee decrease or elimination. **All use tires must be disposed of in accordance with all applicable federal, State, and local requirements and regulations.** All old tires are disposed of at the discretion of Student Transportation and Fleet Services Department.

**B. ADDITIONAL STANDARDS AND SPECIFICATIONS**: All tires must conform to the latest revision of the applicable specifications/standards cited below listed on the applicable federal qualified products list.

A. Federal Specification CATL-1922 for Passenger Car, Light and Medium truck tires;
B. Federal Specification CATL-1923 for Off-Road Tires;
C. Federal Specification ZZ-1619C for Agricultural Tires;
D. Federal Specification ZZ-T-410F for Industrial/Specialty Tires;
E. Rubber Manufacturers Association recommended standards;
F. Tire and Rim Association size, speed and capacity standards; and
G. Motor Vehicle Safety Standard No. 109 labeling requirements.

**C. TESTING:** Samples of delivered tires may be selected at random by SBBC and tested for compliance with these specifications using the following standards and updated revisions;

A. ASTM Standard F1922, Test Method for Tires, Pneumatic, Vehicle Highway
B. ASTM Standard F1923, Test Method for Tires, Pneumatic, Vehicle Low Speed, Off Highway; and
C. Any other standards which are customary, reasonable, prudent, or required in the industry at the time of testing.

**2. BID SUMMARY (PRICING) SHEET:** Complete the attached Excel spreadsheet "Bid Summary Sheet" electronically. If a correction is needed to the Excel spreadsheet, contact the Purchasing Agent as soon as possible. Do not try to re-create or alter the spreadsheet. No handwritten summary sheets will be accepted. The Excel Spreadsheet contains Seven (7) tabs. The Excel spreadsheet indicates the specific cell that will be used for award purposes. The following is a list of the tabs contained in the Excel spreadsheet and screenshots:

**TAB 1 - COMPANY REPRESENTATIVE:** Supply requested information in the included "Bid Summary Sheet" with the contact information. -
**TAB 2 - GROUP 1 VEHICLE SUPPLIES:**
**TAB 3 - GROUP 1 – BALANCE OF LINE (VEHICLE SUPPLIES)**
**TAB 4 - GROUP 2 – NEW TIRES**
**TAB 5 - GROUP 2 – BALANCE OF LINE (NEW TIRES)**
**TAB 6 - GROUP 3 – FLUID**
**TAB 7 – ADDITIONAL INFORMATION & SERVICES**

# SECTION 5 – MINIMUM INSURANCE REQUIREMENTS

**Insurance Requirements.** The Awardee shall comply with the following insurance requirements throughout the term of this Agreement.

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.

2. **Workers' 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).

3. **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 the insured acquires any vehicles throughout the term of this Agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

4. **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.

5. **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.
   i. New vendors will receive an email notification requesting account verification and insurance agent information.
   ii. Existing vendors will receive an email notification of the current status.

6. **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
   i. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
   ii. All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.
   iii. 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

7. **Cancellation of Insurance.** Awardee is 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 canceled.

8. **Acceptability of Insurance.** 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.

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# SECTION 6 – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

**SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP):** The 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 Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Bidder 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 Bidder on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

**CERTIFICATION APPLICATION INSTRUCTIONS**
To ensure that firms seeking to participate in the SDOP qualify as Small Business Enterprises (SMWBEs), or are at least fifty-one (51%) percent legitimately owned, operated, and controlled by minorities and/or women, each such firm shall be required to be certified as to its Small/Minority/Women-Owned Enterprise (S/M/WBE) ownership status by the EDDC's Office at the time of the bid opening.

**Important Points to Remember:**

a) Please submit any S/M/WBE certification application with all supporting documentation well in advance of the time of proposal submission, as the application review and approval processes typically take up to thirty (30) days after receipt of the completed application.
b) **For Information on "How to become certified", visit our website at www.browardschools.com/Page58415**

**DEFINITIONS**

**The following terms shall have the listed meanings as referenced in SDOP Guidelines - Document 00467.**

**Affirmative Procurement Initiative (API):** refers to various SDOP tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals, and joint venture incentives. (For full descriptions of these and other SDOP tools, see, Section E of SBBC Policy No. 3330 and the SDOP Standard Operating Procedures (SOP).)
**Minority Business Enterprise (MBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed, and controlled by one or more minority groups members, and that is ready, willing, and able to sell goods or services that the SBBC purchases. To qualify as an MBE, the enterprise
annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration and meets the significant business presence requirements as defined herein. In addition, for purposes of being a certified MBE that is eligible to benefit from race- and gender-conscious APIs in this Policy, the enterprise shall meet the size standards for being "small" as defined herein. Unless otherwise stated, the term MBE as used in this Policy is not inclusive of women-owned business enterprises (WBEs).
**Minority Women-Owned Business Enterprise (M/WBE)** – a firm that is certified as either a minority business enterprise or as a Women-Owned enterprise and which is at least fifty-one percent (51%) owned, managed, and controlled by one or more minority group members and/or women, and that is ready, willing, and able to sell goods or services that are purchased by the School District.
**Women-Owned Enterprises (WBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of this Policy as being at least fifty-one percent (51%) owned, managed, and controlled by one (1) or more non-minority women individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing, and able to sell goods or services that are purchased by the SBBC and that meets the significant business presence requirements as defined herein.
In addition, for purposes of being a certified WBE that is eligible to benefit from race- and gender-conscious APIs in this Policy, the enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration; and meets the significant business presence requirements as defined herein. Unless otherwise stated, the term WBE as used in this Policy is not inclusive of MBEs.
**Small Business Enterprises (SBEs):** a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is certified in accordance with SBBC Policy No. 3330 as being independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, and which 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 the significant business presence requirements as defined SBBC. Policy No. 3330.

**Significant Business Presence:** to qualify for participation as an S/M/WBE firm in the SDOP policy, an S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the relevant marketplace, defined as: an established place of business in one or more of the three counties that make up the Southern Florida relevant marketplace, from which at least fifty percent (50%) of its full-time, part-time, and contract employees are domiciled and regularly based, and from which a substantial role in the S/M/WBE's performance of a commercially useful function is conducted. A location utilized solely as a post office box, mail drop or telephone message center, or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

In accordance with SBBC Policy No. 3330, the Goal Setting Committee (GSC) may establish S/M/WBE Subcontracting Program for this Bid, based upon relative S/M/WBE availability data collected by the SBBC through its Centralized Proposer/Bidder Registration (CBR) system and from other jurisdictions within its three-county relevant marketplace for construction contracts, and the SBBC's utilization of S/M/WBEs for similar contracts. The S/M/WBE subcontracting program provides opportunities to Firms certified as S/M/WBE by SBBC. It is the goal of the District to actively promote equal opportunity for all segments of the contracting and business community to participate in School Board Contracts

**INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES**

The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which, S/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 the SMWBE Annual Aspirational Goals: This non-mandatory goal encourages all Bidders/Proposers to voluntarily engage SBBC Certified SMWBE firms as subcontractors.** Prime Bidders may establish the scope of work and the percentage of participation based on the total contract value. Scope of work includes suppliers, ancillary services, transportation, task and activities described as services/specifications on the solicitation. The percentage of participation for SBBC Certified SMWBEs may range from 0.5% to 45% for ancillary services, and from 1% to 45% for task/activities under the description of services/specifications on the final contract.

*****NOTE TO BIDDERS******

**S/M/WBE Prime Bidders shall complete and submit Document Form 00470 – Statement of Intent – listing percentage of self-performance**
**In the event Prime Bidder intends to subcontract to SBBC-Certified S/M/WBE firm, Document *Form 00475* and Document Form *00470 must be completed and submitted with proposal***, detailing the scope of work and dollar amount to perform as it relates to the services as described in this ITB.
**It is the responsibility of the proposer/bidder to provide one of the following evidences of subcontractor SBBC-Certification:**

a. **SBBC SMWBE Certificate or**
b. **SBBC Letter of SMWBE Certification**

**Also visit** browardschools.com/Page/59879 **for the list of current SBBC certified firms.**

Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation.

## Reporting Requirements:

**If Awarded, the Awardee shall Log into the SDOP Management System (SMS) to report monthly payments received.**

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. For information on How to Become SBBC Certified; visit our website at: **www.browardschools.com/Page58415**

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# SECTION 7 – GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. Electronic signatures on bid documents will be accepted pursuant to Section 668.004, Florida Statutes. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**

   a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.

   b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement & Warehousing Services **on or before 2:00 p.m. ET on the date due** for bid to be considered**.** Bids shall be opened at 2:00 p.m. ET on the date due. Bids submitted by email, telegraphic or facsimile transmission shall not be accepted.

   c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.**

   d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute Attachment D "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such an attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete their portion of the form. Failure to submit and execute this form, with the bid, shall result in the bid being considered "non-responsive" and bid rejected**.**

2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to the quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted shall govern.

   All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered shall not be a consideration in the determination of an award of the bid(s).** If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

   a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of agreements for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.

   b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.

   c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. 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 Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. Instead of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

   e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.

3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of the request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement & Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.

4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless the actual date of delivery is specified (or if specified delivery cannot be met), show the 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 SBBC administration is closed.

5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement & Warehousing Services no later than **ten working days, or as stated in the Special Conditions,** prior to the original bid opening date. If necessary, an Addendum shall be issued.

6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes 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.

7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.

8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.

9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. 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 seller and return product at Awardee's expense.

10. **PAYMENT:** Payment shall 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. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).

11. **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 Bidder 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 Bid. Any employees identified by the Bidder when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES, AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 5 of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (continued…)

12. 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 Agreement.

13. **LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications, and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications, and Registrations required for this Bid 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. Bidder must submit a copy of all its current Licenses, Certifications, and Registrations required as described herein, either with its Bid 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 within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.*

14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC 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 Agreement, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

15. **OSHA:** The Awardee warrants that the product supplied to SBBC 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 shall be considered as a breach of agreement.

16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

17. **ANTI-DISCRIMINATION:** SBBC, prohibits any policy or procedure which results in discrimination based on 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, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.

18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.

19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall 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 SBBC occasioned by the negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Agreement as a result of their bid.

20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of the bid, SBBC shall 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 shall be returned to the Awardee.

21. **CANCELLATION:** In the event, any of the provisions of this bid 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, a recommendation shall be made to SBBC for immediate cancellation.

22. **IRREVOCABILITY OF BID**: A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.

23. **INFORMATION NOT IN ITB**: No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.

24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place an order for goods/services as a result of this award. Order placement shall be based upon the needs and best interests of SBBC.

25. **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. (Unless otherwise stated in the Special Conditions) Payment shall 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 shall make direct payments to the vendor.

26. **NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) **7:00 a.m. to 2:00 p.m. ET.**

27. **SUBSTITUTIONS:** SBBC *SHALL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.

28. **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 Bidder is a responsible Bidder.

29. **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 SBBC also be 100% formaldehyde-free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** shall be supplied.

30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement & Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.

31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. 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 an agreement entered into as a result of this bid or (b) the termination date under any applicable period of extension under an agreement entered into as a result of this bid.

32. **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 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.

33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **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 shall be deemed to be not correct and may be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included in Purchase Order.

34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete Agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee 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.

35. **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 Agreement term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment shall 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 Agreement and were connected to the SBBC's network.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, 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 SBBC 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 SBBC 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 SBBC administration is closed. Section 3 b, Chapter 120.57, 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 3, Chapter 120.57), 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 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. 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 & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement & Warehousing Services and on www.demandstar.com and shall remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted in Procurement & Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB 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 ITB 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 SBBC 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 SBBC 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 SBBC 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 Agreement. SBBC shall provide the estimated Agreement amount to the vendor 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 Agreement 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. **All documentation necessary for the protest proceedings shall 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. (continued….)**

37. (Continued):
    **Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.**

38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time-stamped in PROCUREMENT & WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due. The address for bid submittal, including hand-delivery and overnight courier delivery, is indicated as 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement & Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder 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 1.)

39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. A packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment shall result in refusal of shipment at the Awardee's expense.

40. **USE OF OTHER AGREEMENTS:** SBBC reserves the right to utilize any other SBBC agreement, any State of Florida Agreement, any agreement awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code 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.

41. **LIABILITY: Any bid that fails to accept these conditions shall be rejected as "non-responsive."**
    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 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 or due to the products, goods, or services furnished by Awardee, its agents, servants, or employees; the equipment of 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 are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Awardee, SBBC, or otherwise.

42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

43. **GOVERNING LAW**: This ITB and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **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 bid 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.

45. **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 nonfinancial 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 a government-wide effect. A lower-tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement agreement for goods or services, regardless of type, under a primary covered transaction; and any procurement agreement 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 agreement 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 bid, 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.

Every time a Bid is submitted that includes a reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**

46. **REASONABLE ACCOMMODATION:** 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.

47. **SEVERABILITY:** If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this ITB 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 ITB 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.

48. **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 Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder'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.

49. **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 shall be recorded on SBBC'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.

50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for an award shall be given to Bidders in the following sequence:

- 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;
- The Broward County Certified Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
- The Florida Certified Minority/Women Business Enterprise Bidder;
- The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
- The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
- If the application of the above criteria does not indicate a priority for an award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement & Warehousing Services; the tie low bid Bidders invited to be present as witnesses.

Included as a part of these bid 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 shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for a bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the ITB form.

51. **DISPUTES**: In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
- The ITB; then
- Bidder's submitted bid.

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this Agreement must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to the submission of Bid. **For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit** www.browardschools.com/sdop.

53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.

54. **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 shall 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 Agreement to SBBC, and who meet any or all of the three requirements identified above.** This background screening shall be conducted by SBBC in advance of the Awardee or its personnel providing any services. The awardee shall 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 the 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 July 1, 2015, 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 an SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall 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 an Agreement Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and an 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. **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 shall be one year from the date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**

**Awardees 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.**

55. **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 shall 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, agreements or sub-agreements that directly or indirectly pertain to the transactions between the District and the Awardee(s).

56. **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 Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.

57. **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 SBBC. These orders shall 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 Awardees 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. (continued….)

57. 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 an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

58. **NONCONFORMANCE TO AGREEMENT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in the bid and/or Purchase Order may be rejected upon delivery and/or maybe 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) For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
   b) All departments being advised not to do business with Awardee.

59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, 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 & 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 & Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the release of the solicitation until the Agreement is awarded by SBBC. Further, any Awardee, 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 Awardee is attempting to sell goods or services to SBBC 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 Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

60. **TERMINATION:** This Agreement award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days written notice that SBBC is terminating the Agreement award.

61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. **MEET OR RELEASE:** If during the Agreement term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this Agreement, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC shall request Awardee to meet the lower price offered by the third party supplier. The awardee shall be required to respond to this request within three (3) days of the request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this Agreement. No response to this request shall indicate that Awardee is unable to offer the item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of Agreement. Each purchase shall be considered separate and apart from each other.

63. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to 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.

(continued)

63. *Awardee agrees that it may create, receive from or on behalf of SBBC, 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 shall: (1) hold the Confidential Records in strict confidence and shall 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 SBBC 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 SBBC, Awardee agrees to provide SBBC 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 SBBC to terminate any contract with Awardee.*

64. **PROPRIETARY INFORMATION**: Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent, a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public record request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. The awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public record request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

65. **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 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 will immediately terminate this Agreement. Termination pursuant to this section is not a breach of this Agreement and may not be considered as such.

66. **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Awardee 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, Awardee 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. Awardee 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 Awardee does not transfer the public records to SBBC. Upon completion of the Agreement, Awardee shall transfer, at no cost, to SBBC all public records in possession of Awardee or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Awardee transfers all public records to SBBC upon completion of the Agreement, Awardee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee keeps and maintains public records upon completion of the Agreement, Awardee 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. (continued……)

66. **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.**

67. **NONDISCRIMINATION:** As a condition of entering into the award of this ITB, Awardee 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.

As part of such compliance, Awardee 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 Awardee retaliate against any person for reporting instances of such discrimination. Awardee 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. Awardee understands and agrees that a material violation of this clause is considered a material breach of an award of this ITB and may result in termination of this ITB, disqualification of the company from participating in SBBC's solicitations, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

68. **ANNUAL APPROPRIATION**: SBBC's performance and obligations under this ITB 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 ITB, this ITB 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.

69. **EXCESS FUNDS**: Any party receiving funds paid by SBBC under this ITB 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.

70. **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 ITB and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

71. **NO THIRD PARTY BENEFICIARIES**: The parties (SBBC and Awardee) expressly acknowledge that it is not their intent to create or confer any rights or obligations under this ITB in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this ITB. The parties agree that there are no third-party beneficiaries to this ITB and that no third-party is entitled to assert a claim against any of the parties based upon this ITB. 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 ITB.

72. **DEFAULT**: The parties (SBBC and Awardee) agree that, if either party is in default of its obligations under this ITB, 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 ITB 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 60.

73. **INDEPENDENT CONTRACTOR**: The parties (SBBC and Awardee) to this ITB are acting in the capacity of independent contractor(s) 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 ITB. 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.

74. **RIGHTS AND REMEDIES**: The duties and obligations imposed by this ITB 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.

**[THIS SECTION IS INTENTIONALLY LEFT BLANK]**

# SECTION 8 – FORMS AND ATTACHMENTS

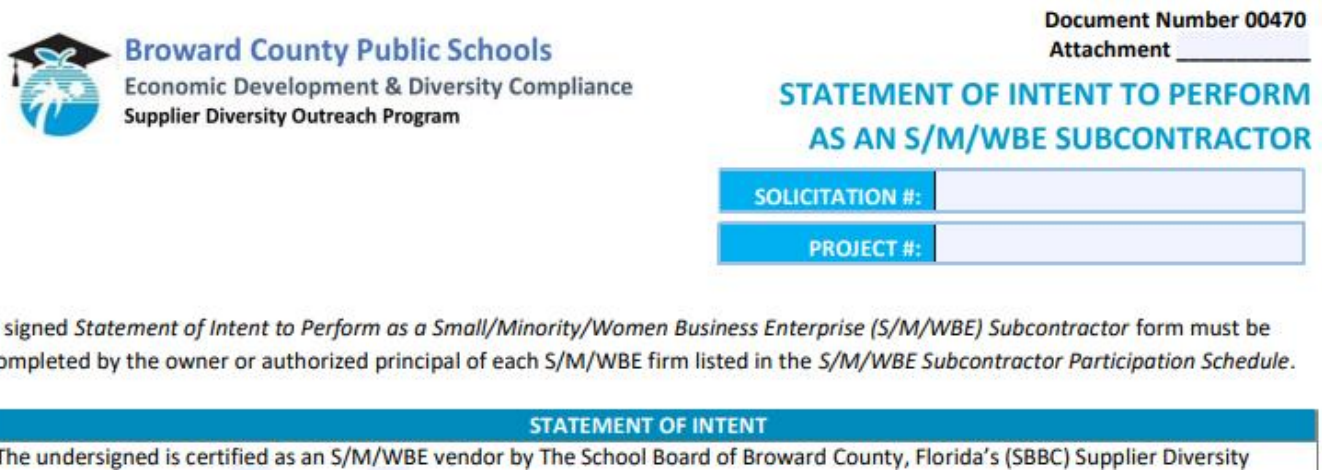
Please fill out all the attachments below. Some attachments must be notarized.

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# ATTACHMENT A – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) FORMS

The following forms are due at the time of Bid submittal and can be found on EDDC's website (links below).

1. Document Number 00470 - Statement of Intent
Document Link: https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/19315/00470%20Statement%20of%20Intent%202021.pdf
Document Preview:



Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

Document Number 00470
Attachment _____

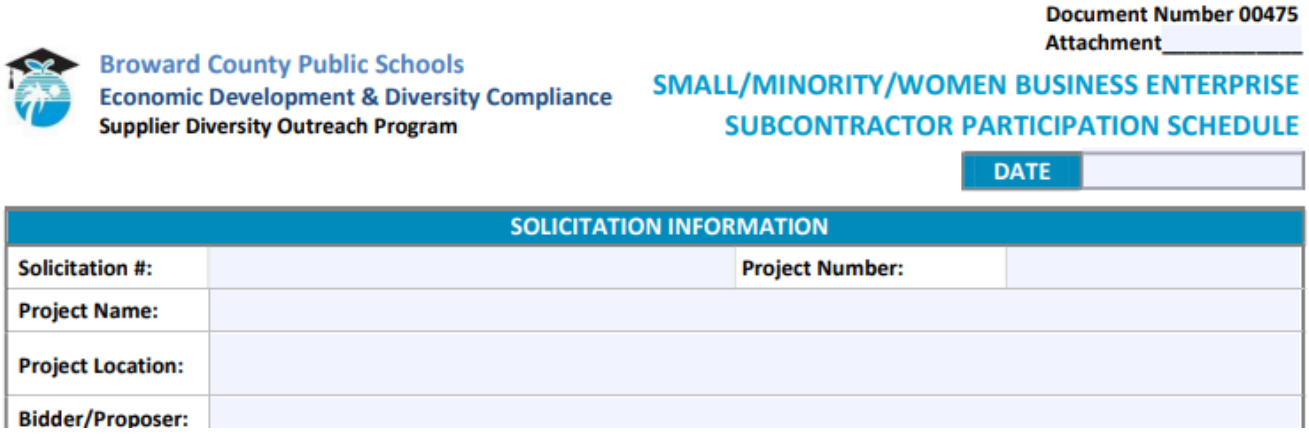
STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

SOLICITATION #:
PROJECT #:

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. Document Number 00475 - Participation Schedule Form
Document Link: https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/19315/00475%20Participation%20Schedule%202021.pdf
Document Preview:



Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

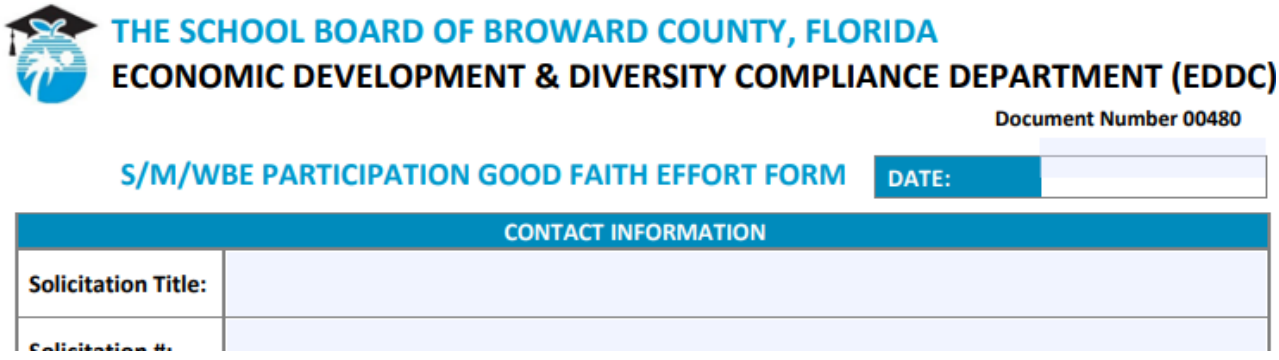
Document Number 00475
Attachment_____

SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

DATE

| SOLICITATION INFORMATION | | | |
|---|---|---|---|
| **Solicitation #:** | | **Project Number:** | |
| **Project Name:** | | | |
| **Project Location:** | | | |
| **Bidder/Proposer:** | | | |

3. Document Number 00480 - Good Faith Effort Form
Document Link: https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/19315/00480%20Good%20Faith%20Effort%20Form.pdf
Document Preview:



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

Document Number 00480

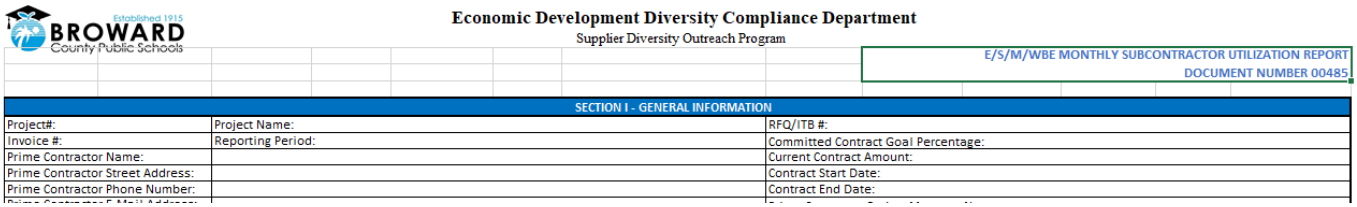
S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

DATE:

| CONTACT INFORMATION | |
|---|---|
| **Solicitation Title:** | |
| **Solicitation #:** | |

The following form is due after Bid has been awarded:

1. Document Number 00485 – Utilization Report
Document Link: https://www.browardschools.com/Page/59114
Document Preview:



Economic Development Diversity Compliance Department
Supplier Diversity Outreach Program

E/S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT
DOCUMENT NUMBER 00485

| SECTION I - GENERAL INFORMATION | | |
|---|---|---|
| Project#: | Project Name: | RFQ/ITB #: |
| Invoice #: | Reporting Period: | Committed Contract Goal Percentage: |
| Prime Contractor Name: | | Current Contract Amount: |
| Prime Contractor Street Address: | | Contract Start Date: |
| Prime Contractor Phone Number: | | Contract End Date: |

- 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: https://www.browardschools.com/Page/59879

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# ATTACHMENT B – CONFLICT OF INTEREST

**MUST BE COMPLETED BY ALL BIDDERS.**

## DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder 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 Bidder's Employee | SBBC Title or Position of Bidder's Employee | SBBC Department/ School of Bidder's Employee |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

_____ _____
Signature Company Name

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

# ATTACHMENT C – DEBARMENT

**MUST BE COMPLETED BY ALL BIDDERS.**

## 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.

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Signature(s) Date

## [THIS SPACE IS INTENTIONALLY LEFT BLANK]

# INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT C

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.

# ATTACHMENT D – BIDDER PREFERENCE

**See Special Condition 20**

## LEGAL OPINION OF BIDDER PREFERENCE

**MUST BE COMPLETED BY ALL BIDDERS.**

Bidder (Firm) Name: _____

Identify the state in which the Bidder has its principal place of business: _____

Bidder's Signature: _____

**INSTRUCTIONS: If your principal place of business 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 the 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 agreements 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 agreements 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 agreements 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 agreements 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: _____

# ATTACHMENT E – 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 _____

_____

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 shall 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).

4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall 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. Shall 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. I 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 name of notary public)

_____
(Notary Public Signature)

(seal/stamp above)

# ATTACHMENT F – WORKERS' COMPENSATION AFFIDAVIT

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

## WORKERS' COMPENSATION AFFIDAVIT

---

### CERTIFICATION OF NUMBER OF EMPLOYEES

_____ (Bidder 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:

# ATTACHMENT G – 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: _____
(Company Name)

TO:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: MICHELLE BRYANT WILCOX
BID: FY23-271-VEHICLE PARTS, NEW TIRES & RELATED AUTOMOTIVE SUPPLIES

# SECTION 9 – STATEMENT OF "NO BID"

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, before the Bid Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information shall help SBBC in the preparation of future Bids.

Company Name:_____

Contact: _____

Contact's Email: _____

Telephone: _____

| ✓ | **Reasons for "NO Bid":** |
|---|---|
| ☐ | 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 Invitation to Bid. |
| ☐ | Unable to hold prices firm through the term of the Agreement 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 ITB**

# PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS


2/14/2023

**ADDENDUM NO.** 1

**ITB** FY23-271

**BID NAME:** Vehicle Maintenance Parts, Tires, Supplies & Related Items

**TO ALL BIDDERS:**

This Addendum amends the above-referenced **ITB** in the following particulars only:

The due date for this ITB is February 20, 2023 at 2:00 PM

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Required Response Form", Section 1 of **ITB** FY23-271 Bidder certifies acceptance of this Addendum.

Sincerely,

Michelle Bryant Wilcox
Purchasing Agent III

# PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS


2/14/2023

**ADDENDUM NO.** 2

**ITB** FY23-271

**BID NAME:** Vehicle Maintenance Parts, New Tires, Supplies & Related Items

**TO ALL BIDDERS:**

This Addendum amends the above-referenced **ITB** in the following particulars only:

The due date for this ITB is February 21, 2023 at 2:00 PM

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Required Response Form", Section 1 of **ITB** FY23-271 Bidder certifies acceptance of this Addendum.

Sincerely,

Michelle Bryant Wilcox
Purchasing Agent III

# PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS


2/16/2023

**ADDENDUM NO.** 3

**ITB** FY23-271

**BID NAME:** Vehicle Maintenance Parts, New Tires, Supplies & Related Items

**TO ALL BIDDERS:**

This Addendum amends the above-referenced **ITB** in the following particulars only:

Revised the Bid Summary Pricing Sheet for Group 1 to reflect that"Bid To Be Awarded By Item"

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Required Response Form", Section 1 of **ITB** FY23-271 Bidder certifies acceptance of this Addendum.

Sincerely,

Michelle Bryant Wilcox
Purchasing Agent III

# PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS


2/21/2023

**ADDENDUM NO.** 4

**ITB** FY23-271

**BID NAME:** Vehicle Maintenance Parts, Tires, Supplies & Related Items

**TO ALL BIDDERS:**

This Addendum amends the above-referenced **ITB** in the following particulars only:

The due date for this ITB is February 22, 2023 at 2:00 PM

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Required Response Form", Section 1 of **ITB** FY23-271 Bidder certifies acceptance of this Addendum.

Sincerely,

Michelle Bryant Wilcox
Purchasing Agent III

## *Vehicle Maintenance*

### *Vehicle Maintenance Parts, Tires, Supplies & Related Items (FY23-271) - Three-Year Vehicle Maintenance Expenditure Report*

| | Vehicle Parts Vendors | Sum of Net Order Value |
|---|---|---|
| | *April 1, 2023 - June 30, 2023* | |
| 100149 | FLORIDA TRANSPORTATION SYSTEMS | $ 384,798 |
| 100243 | M & H AUTOMOTIVE INC | $ 9,409 |
| 100676 | DAVIE BATTERY & ALTERNATOR INC | $ 9,912 |
| 101735 | DIESELTRON PACIFIC | $ 5,061 |
| 101796 | BOULEVARD TIRE CENTER | $ 333,494 |
| 102267 | TOTAL TRUCK PARTS INC | $ 271,549 |
| 110057 | ACUITY SPECIALTY PRODUCTS INC | $ 373 |
| 122315 | FLEET CHARGE PROCESSING CNTR | $ 70,574 |
| 132250 | MATTHEWS BUS ALLIANCE INC | $ 70,190 |
| 140722 | RELADYNE FLORIDA LLC | $ 27,815 |
| 143718 | FLEETPRIDE INC | $ 3,603 |
| **Grand Total** | | **$ 1,186,777** |

| | Vehicle Parts Vendors | Sum of Net Order Value |
|---|---|---|
| | *2023-24 School Year* | |
| 100149 | FLORIDA TRANSPORTATION SYSTEMS | $ 892,803 |
| 100243 | M & H AUTOMOTIVE INC | $ 23,360 |
| 100676 | DAVIE BATTERY & ALTERNATOR INC | $ 69,587 |
| 101796 | BOULEVARD TIRE CENTER | $ 1,051,254 |
| 102267 | TOTAL TRUCK PARTS INC | $ 798,715 |
| 106469 | ACUITY SPECIALTY PDTS GROUP INC | $ 1,323 |
| 108582 | NAPA AUTO PARTS | $ 1,077 |
| 110057 | ACUITY SPECIALTY PRODUCTS INC | $ 1,132 |
| 122315 | FLEET CHARGE PROCESSING CNTR | $ 275,254 |
| 128654 | DAN CALLAGHAN ENTERPRISES | $ 7,533 |
| 132250 | MATTHEWS BUS ALLIANCE INC | $ 306,745 |
| 140722 | RELADYNE FLORIDA LLC | $ 87,154 |
| 143718 | FLEETPRIDE INC | $ 532 |
| 144483 | DIESEL FORWARD INC DBA ALLIANT POWE | $ 83,779 |
| **Grand Total** | | **$ 3,600,247** |

| | Vehicle Parts Vendors | Sum of Net Order Value |
|---|---|---|
| | *2024-25 School Year* | |
| 100149 | FLORIDA TRANSPORTATION SYSTEMS | $ 1,329,303 |
| 100243 | M & H AUTOMOTIVE INC | $ 15,705 |
| 101796 | BOULEVARD TIRE CENTER | $ 1,075,851 |
| 102267 | TOTAL TRUCK PARTS INC | $ 797,235 |
| 102552 | VEHICLE MAINTENANCE PROGRAM INC | $ 782 |
| 103858 | DELRAY MOTORS INC | $ 2,072 |
| 110057 | ACUITY SPECIALTY PRODUCTS INC | $ 2,491 |
| 122315 | FLEET CHARGE PROCESSING CNTR | $ 222,878 |
| 127329 | RECHTIEN INTERNATIONAL TRUCKS INC | $ 14,840 |
| 132250 | MATTHEWS BUS ALLIANCE INC | $ 311,475 |
| 137053 | O'REILLY AUTOMOTVE STORES INC | $ 323 |
| 140722 | RELADYNE FLORIDA LLC | $ 110,225 |
| 144483 | DIESEL FORWARD INC DBA ALLIANT POWE | $ 45,797 |
| 147588 | ALL ROADS KENWORTH LLC | $ 15,439 |
| **Grand Total** | | **$ 3,944,416** |

| | Vehicle Parts Vendors | Sum of Net Order Value |
|---|---|---|
| | *July 1, 2025 - February 23, 2026* | |
| 100149 | FLORIDA TRANSPORTATION SYSTEMS | $ 743,422 |
| 100243 | M & H AUTOMOTIVE INC | $ 18,853 |
| 101796 | BOULEVARD TIRE CENTER | $ 567,780 |
| 102267 | TOTAL TRUCK PARTS INC | $ 447,663 |
| 103858 | DELRAY MOTORS INC | $ 610 |
| 110057 | ACUITY SPECIALTY PRODUCTS INC | $ 1,838 |
| 115853 | KENWORTH OF SOUTH FLORIDA | $ 322 |
| 122315 | FLEET CHARGE PROCESSING CNTR | $ 104,782 |
| 132250 | MATTHEWS BUS ALLIANCE INC | $ 215,902 |
| 137053 | O'REILLY AUTOMOTVE STORES INC | $ 1,850 |
| 140722 | RELADYNE FLORIDA LLC | $ 88,310 |
| 144483 | DIESEL FORWARD INC DBA ALLIANT POWE | $ 34,628 |
| 147588 | ALL ROADS KENWORTH LLC | $ 11,782 |
| 149664 | PERFORMANCE NAPA LLC | $ 7,385 |
| **Grand Total** | | **$ 2,245,126** |

| Summary of Year-to-Date Total | |
|---|---|
| April 1, 2023 - June 30, 2023 | $1,186,777 |
| 2023-24 School Year | $3,600,247 |
| 2024-25 School Year | $3,944,416 |
| July 1, 2025 - February 23, 2026 | $2,245,126 |
| Y-T-D P-Card Purchases | $1,283,827 |
| **Total:** | **$12,260,393** |

| Projected Expenditures through April 1, 2026 - March 31, 2027 | |
|---|---|
| April 1, 2026 - June 30, 2026 | $1,500,000 |
| July 1, 2026 - March 31, 2027 | $4,000,000 |
| | **$5,500,000** |

# *Vehicle Maintenance*
## *Vehicle Maintenance Tires Usage (FY23-271)*

| Yellow Fleet | *April 2023 - June 2024 (15 Months)* | | | | *July 2024 - June 2025 (12-Months)* | | | | *July 2025 - February 2026 (8-Months)* | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Tire Size | Total Purchased | Average Per Month | Total Cost | Average Cost Per Tire | Total Purchased | Average Per Month | Total Cost | Average Cost Per Tire | Total Purchased | Average Per Month | Total Cost | Average Cost Per Tire |
| 11R/22.5 | 2,432 | 162 | 836,515 | $344 | 1,772 | 148 | 617,650 | $348 | 983 | 123 | 300,159 | $305 |
| 255/70R22.5 | 1,057 | 70 | 311,098 | $294 | 651 | 54 | 186,993 | $287 | 303 | 38 | 95,595 | $316 |
| 10R22.5 | 37 | 2 | 10,440 | $282 | 7 | 1 | 1,979 | $283 | 0 | 0 | 0 | $0 |
| LT225/75R16E | 0 | 0 | 0 | $0 | 4 | 0.27 | 510 | $128 | 0 | 0 | 0 | $0 |
| 195-75R16 | 2 | 0.13 | 163 | $82 | 0 | 0 | 0 | $0 | 1 | 0.13 | 111 | $111 |
| 275/70R22.5 | 210 | 14 | 65,683 | $313 | 110 | 7 | 33,686 | $305 | 62 | 8 | 21,992 | $354 |
| Total | 3,738 | | $ 1,223,900 | | 2,544 | | $ 840,818 | | 1,349 | | $ 417,858 | |

| White Fleet | *April 2023 - June 2024 (15 Months)* | | | | *July 2024 - June 2025 (12-Months)* | | | | *July 2025 - February 2026 (8-Months)* | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Tire Size | Total Purchased | Average Per Month | Total Cost | Average Cost Per Tire | Total Purchased | Average Per Month | Total Cost | Average Cost Per Tire | Total Purchased | Average Per Month | Total Cost | Average Cost Per Tire |
| 10R22.5 | 13 | 1 | 3,679 | $282 | 3 | 0.25 | 846 | $282 | 0 | 0 | 0 | $0 |
| 11R22.5 | 16 | 1 | 5,506 | $344 | 14 | 1 | 4,952 | $347 | 15 | 2 | 4,428 | $308 |
| 11R22.5FS820 | 16 | 1 | 6,778 | $420 | 12 | 1 | 5,439 | $453 | 16 | 2 | 7,388 | $461 |
| 195/65R15 | 2 | 0.13 | 169 | $85 | 19 | 2 | 1,504 | $79 | 1 | 0.13 | 72 | $72 |
| 195/75R16 | 330 | 22 | 28,066 | $85 | 327 | 27 | 36,117 | $110 | 152 | 19 | 17,229 | $113 |
| 205/7515 | 32 | 2 | 2,421 | $75 | 11 | 1 | 988 | $89 | 0 | 0 | 0 | $0 |
| 215/55R16 | 24 | 2 | 2,897 | $122 | 14 | 1 | 1,463 | $105 | 12 | 2 | 1,521 | $124 |
| 215/55R1697H | 0 | 0 | 0 | $0 | 9 | 1 | 941 | $105 | 0 | 0 | 0 | $0 |
| 215/55R17 | 20 | 1 | 2,499 | $122 | 28 | 2 | 4,326 | $154 | 12 | 2 | 1,660 | $138 |
| 215/60R 16 | 90 | 6 | 8,039 | $90 | 24 | 2 | 2,009 | $84 | 5 | 1 | 411 | $82 |
| 215/85R16 | 19 | 1 | 1,998 | $105 | 8 | 1 | 810 | $101 | 0 | 0 | 0 | $0 |
| 225/50R17 | 11 | 1 | 1,007 | $92 | 21 | 2 | 2,215 | $107 | 10 | 1 | 1,193 | $119 |
| 225/60R16 | 5 | 0.33 | 535 | $107 | 0 | 0 | 0 | $0 | 4 | 1 | 428 | $107 |
| 225/65HR17 | 0 | 0 | 0 | $0 | 4 | 0.33 | 362 | $90 | 0 | 0 | 0 | $0 |
| 225/65R17 | 50 | 3 | 5,321 | $108 | 89 | 7 | 9,924 | $113 | 35 | 4 | 3,398 | $97 |
| 225/70R15SLR | 12 | 1 | 1,143 | $95 | 24 | 2 | 4,010 | $161 | 10 | 1 | 1,979 | $198 |
| 225/70R19.5 | 19 | 1 | 4,544 | $242 | 10 | 1 | 2,694 | $274 | 5 | 1 | 1,493 | $299 |
| 225/75R/16 | 0 | 0 | 0 | $0 | 6 | 1 | 708 | $118 | 0 | 0 | 0 | $0 |
| 225/75R15 | 2 | 0.13 | 185 | $92 | 10 | 1 | 924 | $92 | 3 | 0.38 | 277 | $92 |
| 235/55R17 | 6 | 0.40 | 651 | $108 | 1 | 0.08 | 108 | $108 | 0 | 0 | 0 | $0 |
| 235/65R16 | 47 | 3 | 5,498 | $116 | 35 | 3 | 4,956 | $142 | 14 | 2 | 1,962 | $140 |
| 235/70R16 | 10 | 1 | 1,577 | $150 | 8 | 1 | 1,496 | $187 | 8 | 1 | 1,496 | $187 |
| 235/80R16 | 11 | 1 | 2,118 | $193 | 7 | 1 | 1,398 | $200 | 2 | 0.25 | 258 | $129 |
| 235/80R16E | 1 | 0.07 | 127 | $127 | 0 | 0 | 0 | $0 | 0 | 0 | 0 | $0 |
| 235/80R17 | 81 | 5 | 10,166 | $126 | 70 | 6 | 9,335 | $133 | 25 | 3 | 3,424 | $138 |

| Tire Size | Total Purchased | Average Per Month | Total Cost | Average Cost Per Tire | Total Purchased | Average Per Month | Total Cost | Average Cost Per Tire | Total Purchased | Average Per Month | Total Cost | Average Cost Per Tire |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 235/85R16 | 9 | 1 | 1,067 | $119 | 14 | 1 | 1,660 | $119 | 2 | 0.25 | 237 | $119 |
| 245/65R17 | 17 | 1 | 2,115 | $126 | 6 | 1 | 797 | $133 | 0 | 0 | 0 | $0 |
| 245/70R17 | 0 | 0 | 0 | $0 | 3 | 0.25 | 663 | $221 | 8 | 1 | 1,633 | $207 |
| 245/70R19.5 | 9 | 1 | 2,844 | $316 | 1 | 0.08 | 316 | $316 | 0 | 0 | 0 | $0 |
| 245/75R17 | 68 | 5 | 8,266 | $121 | 54 | 5 | 7,748 | $143 | 18 | 2 | 2,656 | $149 |
| 255/60R18 | 2 | 0.13 | 489 | $245 | 3 | 0.25 | 814 | $271 | 18 | 2 | 4,938 | $274 |
| 255/70R17 | 74 | 5 | 10,499 | $141 | 0 | 0 | 0 | $0 | 0 | 0 | 0 | $0 |
| 255/70R17BD | 6 | 0.40 | 916 | $144 | 59 | 5 | 7,215 | $121 | 40 | 5 | 6,740 | $168 |
| 275/70R22.5 | 4 | 0.27 | 1,184 | $296 | 0 | 0 | 0 | $0 | 0 | 0 | 0 | $0 |
| 385/65R22.5 | 2 | 0.13 | 1,050 | $525 | 0 | 0 | 0 | $0 | 0 | 0 | 0 | $0 |
| LT225/75R16 | 349 | 23 | 39,248 | $112 | 297 | 25 | 37,784 | $127 | 195 | 24 | 23,662 | $121 |
| LT235/85R16 | 14 | 1 | 4,542 | $324 | 8 | 1 | 2,004 | $258 | 0 | 0 | 0 | $0 |
| P245/75R16 | 104 | 7 | 11,443 | $110 | 61 | 5 | 7,402 | $121 | 52 | 7 | 6,682 | $128 |
| ST205/7515 | 0 | 0 | 0 | $0 | 11 | 1 | 924 | $84 | 22 | 3 | 2,060 | $90 |
| ST225/75R15 | 36 | 2 | 3,793 | $105 | 17 | 1 | 1,943 | $115 | 4 | 1 | 471 | $118 |
| **Total** | **1,511** | | **$ 182,381** | | **1,288** | | **$ 166,795** | | **688** | | **$ 97,697** | |
| **Grand Total** | **5,249** | | **$ 1,406,281** | | **3,832** | | **$ 1,007,613** | | **2,037** | | **$ 515,555** | |

**Yellow Fleet =  School Buses**
**White Fleet = All District-Owned Other Vehicles**

Status: SPECIAL ORDER

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | OO. Operations |
| **DEPARTMENT:** | Procurement & Logistics Operations |

| | |
|---|---|
| Agenda Item Number: | OO-18. |
| Consent or Open Item: | Open |
| Special Order: | YES |
| Time for Special Order: | 10:45 A.M. |

**TITLE:**

**AGR26-050 - Magic School AI**
**ADDED**

**REQUESTED ACTION:**

**Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Magic School, Inc., and the spending authority in the amount 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 over the next thirty-six (36) months. The source of funds is a gift provided by Wayne and Lucretia Weiner for three (3) years, 2026-2029.

**STRATEGIC PLAN ALIGNMENT:**

**Student Focus Outcomes**

Goal 1: Early Literacy Proficiency **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 Feb 24, 2026

Electronic Signature

Approved in Open Board Meeting On: March 10, 2026

By: _____
School Board Chair

Form $4189 Revised 7/24
HH/JJS

**For more information, please contact:**
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

**EXECUTIVE SUMMARY**

**Recommendation to Approve Agreement with Magic School, Inc.**
**AGR26-050 - Magic School AI**

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**Board Meeting Date:** March 10, 2026

**Requested Action:**
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Magic School, Inc., and the spending authority in the amount of $1,200,000.

**School Board Policy Requirement/Authority:** Not Applicable

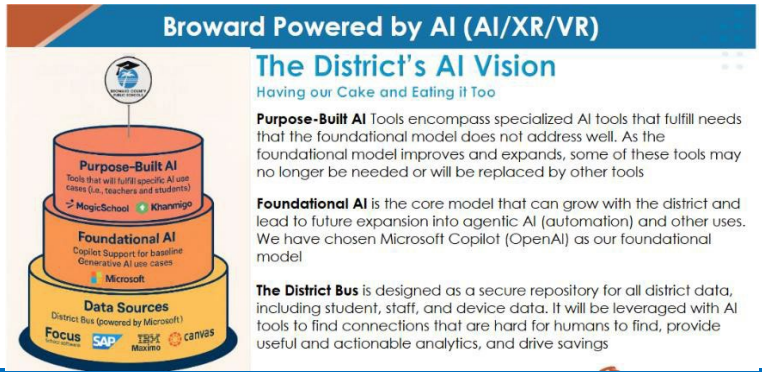
**Statutory Requirement/Authority:** No

**District-Zone Impact:** District-wide

**Impact of the School Board's Vote:**
**- If the School Board votes "Yes":** SBBC teachers and students will gain access to **Magic School AI,** extending the District's enterprise AI capabilities into classroom instruction. Approval will enable SBBC to implement an **integrated AI platform** that supports both educator efficiency and student learning. This investment strengthens instructional capacity, maximizes return on investment, and positions SBBC as a leader in the **safe, responsible, and effective integration of artificial intelligence**.
**- If the School Board votes "No":** SBBC teachers and students will not have access to Magic School AI, and the proposed initiative will not move forward. As a result, the District will remain limited to **productivity-focused AI tools** without a complementary classroom-based instructional platform. This would constrain SBBC's ability to leverage AI to support personalized instruction, address learning gaps, and implement a **comprehensive, balanced AI strategy** that directly supports teaching and learning.

**Background/History**
Broward Powered by AI has rapidly evolved into a bold, teacher-supported, and technology-led initiative—driven by the leadership, the **generosity of Wayne and Lucretia Weiner,** and facilitated by the **Community Foundation of Broward (CFB)**, who share a deep commitment to SBBC's Vision of "***Educating today's students to succeed in tomorrow's world.***" Through the Weiners' generous donation, the use and implementation of Magic School AI will be fully funded for three (3) years, ensuring equitable access to safe, standards-aligned AI tools for all educators. The implementation of Magic School accelerates our transition toward the 22nd Century Classroom—where artificial intelligence serves as a powerful force for personalized learning, instructional excellence, and closing achievement gaps. By addressing the need to build teacher capacity, reclaim instructional time, and provide more targeted differentiation of instruction, SBBC can continue to lead the way in academic innovation. Magic School adds to Broward Powered by AI's ecosystem and positions SBBC at the forefront of preparing teachers not just to use AI, but to thrive in an AI-enabled future.

As the **Tier 3** layer of Broward Powered by AI, Magic School AI—together with all other Artificial Intelligence (AI), XR, and Virtual Reality (VR) tools—supports educators in improving instructional quality, personalizing learning, and closing achievement gaps, ensuring technology investments translate into measurable student outcomes.



Agreement Term: March 10, 2026, through March 9, 2029; Emerging/Small/Minority/Veteran/Women Business Enterprises: None.

**Alignment to 2027 Goals and Guardrails:**
Goal 1: Early Literacy Proficiency
Goal 2: Algebra Proficiency
Goal 3: Science Proficiency
Goal 4: College and Career Readiness/Acceleration

**Measurable Outcome(s)/Return on Investment:**
Magic School AI significantly improves efficiency, productivity, and instructional differentiation. When implemented with fidelity, Magic School AI will:

A. **Teacher Time Reclaimed for Instruction [Productivity Return on Investment (ROI] -** Reduce non-instructional planning and administrative workload for teachers, allowing more time for high-quality instruction and student support.

**Measures**
- Average **minutes per week saved** on lesson planning, differentiation, feedback, and assessment creation (teacher survey + time-on-task logs)
- % of teachers reporting Magic School AI reduced planning time by **thirty through sixty (30–60+) minutes per week**
- Reduction in duplicated planning artifacts across Professional Learning Communities

**ROI Logic**
- Time saved = instructional capacity gained
- Reduced reliance on external consultants and paid PD sessions
- Increased teacher satisfaction and retention

**Target**
- **Seventy percent (70%)+ of teachers** report at least **thirty** (**30) minutes/week** reclaimed
- Equivalent of **one through two (1–2) instructional weeks** regained per teacher annually

**Reporting**
- Baseline (pre-implementation)
- Midyear
- End-of-year (EOY)

B. **Improved Instructional Differentiation & Multi-Tiered Support Systems (MTSS) Precision (Student Impact ROI) -** Increase the quality and consistency of differentiated instruction and targeted supports using AI-assisted instructional design.

**Measures**
- % of teachers using Magic School AI for:
  - Differentiated lesson plans
  - Tier 2/Tier 3 supports
  - ELL accommodations and scaffolds
- Increase in **students receiving targeted instruction within Tier 1** (before MTSS escalation)
- Reduction in unnecessary Tier 2 referrals due to stronger Tier 1 differentiation

**ROI Logic**
- Earlier intervention reduces long-term remediation costs
- Better alignment of supports to student needs
- More efficient use of intervention resources

**Target**
- **Sixty percent (60%) + of classrooms** regularly using AI-supported differentiation
- **Ten through fifteen percent (10–15%) reduction** in unnecessary Tier 2 referrals year over year

**Reporting**
- Usage analytics by grade/region
- MTSS entry/exit trend analysis (aggregated)

**Financial Impact, Funding Source & Budget Status:**
There is no financial impact on the District. The District anticipates receiving funding in the amount of $1,200,000 over the next thirty-six (36) months in the form of a donation. The source of funds is a gift provided by Wayne and Lucretia Weiner for three (3) years, 2026-2029, which locks in a significant discount rate for teacher and student access to the Magic School AI platform. The spending authority requested is $1,200,000, which is the amount of the gift.

| ACTION | DATE | Budgeted in Current FY Yes/No | Funding Source(s) and Code(s) | AMOUNT | TERM (months) 2026-2029 |
|---|---|---|---|---|---|
| Original spending authority request | 3/10/2026 | No | A gift will be provided by Wayne and Lucretia Weiner | $1,200,000 ($400,000 per year) | 36 |
| 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** | | | | **$1,2000,000** | **36** |

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, three (3 )years.
Agreement Term: March 10, 2026, through March 9, 2029; Emerging/Small/Minority/Veteran/Women Business Enterprises: None.

**Procurement Method:**
Pursuant to Purchasing Policy 3800 Section III, D, and E, Rule 6A-1.012(11)(b) and 14, Florida Administrative Code, the requirement for requesting competitive solicitations is waived 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 and for information technology; and Pursuant to Rule 6A-1.012(11)(a), Florida Administrative Code, and SBBC Policy 3800, Section III, D, the requirement for requesting competitive solicitations is waived for the purchase of professional services.

**Impact on Schools:**
K-12 access for all students and teachers in SBBC will have access to Magic School AI under this Agreement.

**If there is an impact on schools, how will schools be selected/prioritized:**
All students and teachers in K-12 schools will have access to Magic School AI.

**Stakeholder Engagement/End-User Input:**

**District Survey Results**

| Audience | Survey/Source | Key Findings Supporting AI Adoption | Implications for Broward/Magic School AI |
|---|---|---|---|
| Teachers | Technology, Innovation, Ethics, and Support (T.I.E.S.) Expo to gauge teacher interest in Magic School AI, 2025–2026 | A total of 102 teachers participated in the survey. Fifty-three were familiar with Magic School AI. Among them:<br>• 94% expressed a positive opinion about Magic School AI.<br>• 87% agreed that Magic School AI is easy to use.<br>• 87% also agreed that the tool supports effective teaching and learning. | Reinforces the value proposition: meaningful time savings for teachers, which supports buy-in. |

**National Survey Results**

| Audience | Survey/Source | Key Findings Supporting AI Adoption | Implications for Broward/Magic School AI |
|---|---|---|---|
| Teachers | Walton Family Foundation/Gallup survey, 2024–2025 | 60% of teachers used an AI tool during 2024–2025; those using it regularly said it saved up to 6 hours of work per week. | Reinforces the value proposition: meaningful time savings for teachers, which supports buy-in. |
| Teachers | Education Week/National Survey, Fall 2023 | 43% of teachers reported receiving at least one AI training session in a representative sample of ~1,100 educators. | Indicates rising professional development exposure; further training will support adoption. |
| Parents | Samsung Solve for Tomorrow survey results | 88% of U.S. parents of Gen Alpha and Gen Z students believe AI knowledge is crucial to their child's future education and career. | Strong public perception that AI literacy is essential, which helps build a compelling narrative for adoption. |

**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):** | AGR26-050 | **Preparation Date:** | January 23, 2026 |
| **Previous Bid # (Ex: 10-004R):** | | **Buyer/PA:** | CYNTHIA GOMEZ |
| **New Bid Award Total:** | $1,200,000 | **Bid Title:** | Magic School AI |
| **Previous Award Total:** | | | |
| **Bid Type:** | NEW BID | | |
| **Previous Bid Term (Start Date):** | | **New Bid Term (In Months):** | 36 |
| **Previous Bid Term (End Date):** | | **# 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:** |
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| | **PO VENDOR SPEND:** | |
| | **P-CARD SPEND:** | $ - |
| | **TOTAL SPEND:** | |

**NOTES (Type Below):**

**The financial impact is an increase of $1,200,000 over the next 36 months. The source of funds is a gift provided by Wayne and Lucretia Weiner for three years (2026-2029).**

| Default Funding Source* | | Department/School & Sign-off Information* | |
|---|---|---|---|
| **Cost Center** | | **Name** (First & Last) | Dr. Sherri Wilson |
| **Fund** | | **Title** | Director |
| **Functional Area** | | **Department/School Name** | Innovative Learning |
| **Commitment Item** | | **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

**MAGIC SCHOOL, INC.**
(hereinafter referred to as "VENDOR"),
whose principal place of business is
4845 Pearl East Cir, Suite 118 PMB 83961, Boulder, Colorado 80301

## RECITALS

A. **WHEREAS**, VENDOR is a provider of a comprehensive artificial intelligence (AI) platform for educators and students designed to bridge the gap between AI theory and practical classroom application; and

B. **WHEREAS**, VENDOR desires to provide SBBC with licenses to access its platform for SBBC to support its district-led initiative for AI Integration to empower teachers in their instructional practices, and build AI literacy across SBBC; and

C. **WHEREAS**, Pursuant to Rule 6A-1.012(11)(b) and 14, Florida Administrative Code, and SBBC Policy 3800 Section III, D, and E, the requirement for requesting competitive solicitations is waived 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 and for information technology.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable considerations, 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 on the date of last execution below ("Effective Date") and concludes on March 9, 2029, unless terminated earlier pursuant to section 3.5 of this Agreement and, by written amendment executed by both parties, may be extended for two (2) additional one (1) year periods.

2.2 **Description of Goods and Services**. VENDOR shall provide SBBC with a comprehensive artificial intelligence (AI) platform unlimited licenses to access its MagicSchool AI Enterprise for all students and staff, together with implementation, customization, training, and ongoing support services to integrate AI into teaching, learning, and leadership across SBBC. MagicSchool Enterprise includes:

2.2.1 Unlimited licenses to access to the MagicSchool Enterprise platform for all staff and students. Access includes Single Sign-On (SSO) integration with supported providers (Clever, Microsoft, Canvas).

2.2.2 More than eighty (80) AI-powered educator tools designed to support lesson planning, curriculum alignment, communication, differentiation, assessment, and administrative efficiency.

2.2.3 Unlimited licenses to access the MagicStudent platform, with over 40 educator-controlled AI tools, including personalized practice, tutoring, feedback, and AI literacy development. Access to student-facing tools occurs only through educator-created "rooms" which allow teachers to select and control which tools students may use.

2.2.4 Custom Enterprise Tools. For SBBC administrators to centrally create custom AI tools by modifying default tools or building entirely custom tools.

2.2.5 Enterprise tool controls. VENDOR affirms that SBBC administrators will retain oversight and control, with the ability to enable or disable specific tools, including standard and custom tools, for all users.

2.2.6 Magic Student room insights to provide visibility into student interactions within Magic Student rooms. Educators can pause, lock, or review student activity in real-time. When SSO is enabled, teacher dashboards display usage history, work product, insights into learning progress and moderation flags.

2.2.7 Customizable student room moderation will be configured to align with SBBC policies.

2.2.8 Compliance with applicable student data privacy and security regulations, including COPPA, FERPA, and SOC 2.

2.2.9 Integrations with SBBC's Learning Management Systems (LMS) and Student Information Systems (SIS), including Canvas, to enable educators to create and distribute MagicSchool assignments directly within Canvas, support SpeedGrader automation, and provide direct access for students.

2.2.10 Standard reporting and analytics, including district and school-level usage reports for tracking adoption and impact.

2.2.11 MagicSchool Labs. Access to experimental and pre-release AI features developed for educational use and evaluation.

2.2.12 Retrieval-Augmented Generation (RAG) Tools. SBBC may upload curriculum guides, handbooks, or other instructional materials to power custom AI assistants.

2.3 **VENDOR Responsibilities**. VENDOR shall provide SBBC with the following:

2.3.1 Configuration, Implementation, and Integration.

2.3.1.1 Project management support through a dedicated Customer Success Manager available up to 30 days per year on-site and virtually as needed.

2.3.1.2 Initial AI fundamentals implementation workshop for district and academic team leaders.

2.3.1.3 Collaborative planning and tool customization for up to eight departments per year, inclusive of subject-specific use case discovery workshops to identify AI use opportunities and iterative refinement based on feedback, including at minimum one workshop session (approximately 90 minutes) and two virtual follow-up sessions (approximately 60 minutes each) per department.

2.3.1.4 Support with the development of custom AI tools aligned to district curriculum needs, as technically viable.

2.3.1.5 Creation of implementation guides and support resources tailored to different user roles.

2.3.1.6 Collaborative establishment of key performance indicators.

2.3.2 Support Services.

2.3.2.1 Dedicated Customer Success Manager for configuration, implementation, and integration throughout the Agreement term.

2.3.2.2 Weekly virtual check-ins during active implementation phases.

2.3.2.3 Virtual office hours for ongoing user support, offered monthly for minimum 1 hour per month or as mutually agreed.

2.3.2.4 Troubleshooting protocols and technical assistance as needed.

2.3.2.5 Regular data analysis to review usage patterns and optimization opportunities.

2.3.2.6 As needed, development and maintenance of custom data dashboards to monitor tool adoption.

2.3.2.7 Support for developing school-specific workflows and adoption strategies.

2.3.3 Training.

2.3.3.1 District AI leadership training sessions (in-person or virtual) for all regional superintendents and district administrators, delivered up to twice per year, approximately 60-90 minutes each.

2.3.3.2 Train-the-trainer programs for district-based staff including up to four departments delivered as two (2) two-hour sessions per department, virtually or in person.

2.3.3.3 AI leadership training sessions for site-based administrators, including principals, including up to two 60-minute sessions per year for site-based administrators in each of 8 regions.

2.3.3.2 Multi-session role-based training delivered through a combination of in-person and virtual formats for site-based leaders and principals

across the district, instructional coaches and curriculum specialists, and teachers and classroom educators.

2.3.3.3 Train-the-trainer programs for AI liaisons/champions at school sites, including initial certification training (approximately 4 hours) and ongoing monthly community sessions.

2.3.3.4 Unlimited access to MagicSchool Academy online training resources.

2.3.3.5 Certification courses through asynchronous online modules.

2.3.3.6 Student tool training and responsible use guidance.

2.3.3.7 Parent and community stakeholder engagement sessions as mutually agreed.

2.3.3.8 Ongoing training through virtual learning experiences and webinars.

2.3.3.9 End-of-year reflection and planning sessions for continuous improvement.

2.4 **Cost.** The total cost to SBBC for unlimited licenses for all teachers and students, and related services provided during the Agreement term is One Million, Two Hundred Thousand Dollars and 00/100 Cents ($1,200,000.00) as outlined below.

2.4.1 Four Hundred Thousand Dollars and 00/100 Cents ($400,000.00) for goods and services from March 10, 2026, through March 9, 2027 (Year 1).

2.4.2 Four Hundred Thousand Dollars and 00/100 Cents ($400,000.00) for goods and services from March 10, 2027, through March 9, 2028 (Year 2).

2.4.3 Four Hundred Thousand Dollars and 00/100 Cents ($400,000.00) for goods and services from March 10, 2028, through March 9, 2029 (Year 3).

| **Magic School Agreement Breakdown** | | |
|---|---|---|
| **Year 1** | | |
| **Product** | **Quantity** | **Cost** |
| MagicSchool Enterprise | All Students and Staff | $390,000 |
| **Dedicated Customer Success Manager** | 1 | $4,000 |
| **Implementation & Training** | Unlimited | $5,000 |

| | | |
|---|---|---|
| **Custom Data & Reporting** | Unlimited | $1,000 |
| **Year 2** | | |
| **Product** | **Quantity** | **Cost** |
| MagicSchool Enterprise | All Students and Staff | $390,000 |
| **Dedicated Customer Success Manager** | 1 | $4,000 |
| **Implementation & Training** | Unlimited | $5,000 |
| **Custom Data & Reporting** | Unlimited | $1,000 |
| **Year 3** | | |
| **Product** | **Quantity** | **Cost** |
| MagicSchool Enterprise | All Students and Staff | $390,000 |
| **Dedicated Customer Success Manager** | 1 | $4,000 |
| **Implementation & Training** | Unlimited | $5,000 |
| **Custom Data & Reporting** | Unlimited | $1,000 |
| **Grand Total** | | **$1,200,000** |

2.5 **Payment**.

2.5.1 VENDOR shall issue proper and appropriate invoices that contain reference to MagicSchool provided to SBBC under this Agreement with the respective cost and respective date range specified herein:

2.5.1.1 After March 10, 2026, SBBC will issue a purchase order to VENDOR. After receipt of same, VENDOR shall submit an invoice to SBBC in the amount of Four Hundred Thousand Dollars and 00/100 Cents ($400,000) for VENDOR's goods and services described herein for the period from March 10, 2026, through March 9, 2027.

2.5.1.2 After March 10, 2027, SBBC will issue a purchase order to VENDOR. After receipt of same, VENDOR shall submit an invoice to SBBC in the amount of Four Hundred Thousand Dollars and 00/100 Cents ($400,000) for VENDOR's goods and services described herein for the period from March 10, 2027, through March 9, 2028.

2.5.1.3 After March 10, 2028, SBBC will issue a purchase order to VENDOR. After receipt of same, VENDOR shall submit an invoice to SBBC in the amount of Four Hundred Thousand Dollars and 00/100 Cents

($400,000) for VENDOR's goods and services described herein for the period from March 10, 2028, through March 9, 2029.

2.5.2 VENDOR shall submit proper and appropriate invoices to the following email address:

The School Board of Broward County, Florida
Accounting and Financial Reporting Department
Attn: Accounts Payable
frdaphelp@browardschools.com

2.5.3 SBBC will make payment to VENDOR within thirty (30) calendar days after SBBC's receipt of the proper and appropriate invoice.

2.6 **SBBC Disclosure of Education Records**.

2.6.1 SBBC employees will provide VENDOR with the education records listed in this section for the following purposes:

2.6.1.1 To implement the VENDOR Artificial Intelligence Learning Management platform for teachers and students. This tool serves as a planning partner for teachers to become more streamlined in their standards-based lesson planning while granting students immediate response and feedback to work submitted.

2.6.1.2 To manage user accounts

2.6.1.3 To provide academic support to provide class rosters

2.6.2 SBBC employees will provide VENDOR with the following education records, via SBBC's integration system:

2.6.2.1 First and Last Name
2.6.2.2 School Email Address
2.6.2.3 School
2.6.2.4 Scheduled Courses
2.6.2.5 Teacher Names
2.6.2.6 Grade Level
2.6.2.7 School ID

2.6.3 In addition to the education records being provided by SBBC employees in this section, students will input the following information into VENDOR's online platform: Content created from student prompts using Generative AI Technology,

student work and content creation. 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.

2.6.4 FERPA Exception to Consent. VENDOR is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

2.6.5 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.

2.7 **VENDOR Safeguarding the Confidentiality of Education Records**.

2.7.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.7.1.1 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; and

2.7.1.2 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

2.7.1.3 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

2.7.1.4 Notify the SBBC Privacy Officer immediately 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.

2.7.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.7.2.1 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

2.7.2.2 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

2.7.2.3 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

2.7.2.4 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

2.7.2.5 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

2.7.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.7.2.7 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

2.7.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.7.2.9 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.

2.7.3 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.

2.7.4 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.8 **SBBC Disclosure of Employee Records.**

2.8.1 SBBC staff will provide Vendor with the employee records in this section for the following purposes:

2.8.1.1 To implement the Magic School Artificial Intelligence Learning Management platform for teachers and students. This tool serves as a planning partner for teachers to become more streamlined in their

standards-based lesson planning while granting students immediate response and feedback to work submitted.

2.8.1.2 To manage user accounts

2.8.1.3 To provide academic support to provide class rosters

2.8.2 SBBC will provide Vendor with the following employee records, via SBBC's integration system:

2.8.2.1 Employee first and last name
2.8.2.2 SBBC Email Address
2.8.2.3 Classes taught

2.8.3 In addition to the employee records being disclosed by SBBC staff in this section, employees will also input the following information into VENDOR's online platform: Content created from prompts using Generative AI Technology.

2.8.4 The requirements of this section shall supersede any uses and disclosures of employee records as listed in VENDOR's privacy policies, if any.

2.9 **VENDOR Safeguarding the Confidentiality of Employee Records.**

2.9.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.1.1 fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; VENDOR collects teacher PII to facilitate the creation and secure their accounts for the use of VENDOR. This data is used to provision accounts and provide support which includes sending administrative email notifications related to security, support and maintenance, responding to inquiries and requests, and providing newsletters or surveys if requested.

2.9.1.2 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;

2.9.1.3 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

2.9.1.4 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.

2.9.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.2.1 protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

2.9.2.2 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;

2.9.2.3 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

2.9.2.4 be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

2.9.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.10 **VENDOR Re-Disclosure of SBBC Education Records and Employee Records.** VENDOR will re-disclose the education records and employee records listed in this Agreement to the following third party sub processors for the purposes listed:

| Name of SubProcessor | Purpose |
|---|---|
| Vercel, Inc. | Main Application Hosting |
| Amazon Web Services | Hosting and Application Logs |
| Supabase, Inc. | Store Data |
| SendGrid, Inc. | Communication |
| Intercom, Inc. | Communication |
| Salesforce, Inc. | Communication (Employee Records Only) |

| | |
|---|---|
| OpenAI Foundation/Open AI Group PBC | AI Functionality |
| Anthropic PBC | AI Functionality |
| Perplexity AI Inc. | AI Functionality |
| Amplitude, Inc. | For Analysis of application and website performance (Employee Records Only) |
| Sentry from Functional Software, Inc. | For Analysis of application and website performance |
| Microsoft Clarity from Microsoft Corporation | For Analysis of application interaction and performance (Employee Records Only) |
| Metabase Q, Inc. | Analytics |
| Airbyte, Inc. | Secure Data Transfer from other listed providers to BigQuery |
| Edlink, LLC | Support SSO |
| Trigger.Dev from API Hero Ltd. | Support SSO (Employee Records Only) |
| Google Gemini from Google, LLC | AI Functionality (Employee Records Only) |

2.11 **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.

2.12 **Assessment of Data Protection Controls**.

2.12.1 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. 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.

2.12.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.12.1.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.12.1.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.12.1.3 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.

2.12.1.4 Monitoring compliance with established security controls.

2.12.3 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.

2.13 **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.

2.13.1 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.

2.13.2 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.

2.13.3 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.

2.13.4 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.

2.13.5 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.

2.13.6 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.

2.13.7 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.

2.14 **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:

Dr. Sherri N. Wilson
Director, Innovative Learning
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To VENDOR:

Mike Biven, Chief Operating Officer
4845 Pearl East Circle
Suite 118 PMB 83961
Boulder, Colorado 80301

2.15 **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.

2.16 **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.

2.17 **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.

2.18 **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.

2.19 **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.**

2.20 **Grant of Rights**. VENDOR grants to SBBC and its authorized users a world-wide, non-exclusive, royalty-free right to access and use the goods and services described herein, during the term of the Agreement for SBBC's educational purposes.

2.21 **Proprietary Information**.

2.21.1 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.

2.21.2 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.

2.22 **Warranty**. VENDOR warrants during the term of this Agreement that the goods and services provided herein will operate and otherwise function in all respects in accordance with the associated specifications and descriptions for those goods and services. For any failure to so operate or function, VENDOR shall use all commercially reasonable efforts to mitigate and otherwise correct any reported error(s) and provide updated goods and services or a reasonable alternative replacement to SBBC within a reasonable timeframe, not to exceed thirty (30) calendar days from VENDOR's receipt of any error or defect notice, after which if such error or defect persists despite VENDOR's best efforts to cure same, SBBC may in the exercise of its discretion, terminate this Agreement and in such event VENDOR shall refund any unused prepaid fees.

2.23 **Liability**. 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.

2.23.1 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, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.23.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party 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 or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.24 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.24.1 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.

2.24.2 Cyber Liability/Technology Errors & Omissions. VENDOR shall have and maintain Cyber 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.

2.24.3 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).

2.24.4 Auto Liability. VENDOR shall have and maintain 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: "VENDOR does not own any vehicles. If VENDOR acquires any vehicles during the term of the Agreement, VENDOR. agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.23.5 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.

2.24.6 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. After the award, you will receive an email with a link to upload (drag and drop) your certificate of insurance.

2.24.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.24.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.24.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.24.7.3 Certificate Holder: The School Board of Broward County 600 SE 3rd Ave 11th Floor, Fort Lauderdale, FL 33301

2.24.8 Cancellation of Insurance. VENDOR 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.

2.24.9 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.

2.25 **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.

2.26 **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.

2.27 **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.

2.28 **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.

## 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 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:

_____
Office of the General Counsel

**[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR VENDOR:**

(Corporate Seal)

ATTEST:

MAGIC SCHOOL, INC.

By: Matthew Moss-Hawkins

Print Name: Matthew Moss-Hawkins

Title: Manager, Sales Operations

Date: 03/05/2026

Corporate Secretary Signature

**-or-**

Floyd Alexander Moore III

Witness Signature

Print Name: Floyd Alexander Moore III

Sebastian Garcia

Witness Signature

Print Name: Sebastian Garcia

**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 Duval

The foregoing instrument was acknowledged before me by means of □ physical presence or ☑ online notarization, this 03/05/2026 (*date*) by Matthew Moss-Hawkins (*name of officer or agent, title of officer or agent*) of Magic School, Inc. (*name of corporation acknowledging*), a Delaware (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is □ personally known to me or has produced DRIVER LICENSE (*type of identification*) as identification and who did first take an oath this 5th day of March, 2026.

My Commission Expires:

Signature – Notary Public

(SEAL)

ASHLEY POSTELL
Notary Public - State of Florida
Commission # HH 600539
Expires on November 11, 2028

Ashley Postell

Printed Name of Notary

HH 600539

Notary's Commission No.

Notarized remotely online using communication technology via Proof.

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | PP. Policies |
| **DEPARTMENT:** | South Regional Superintendent |

| | |
|---|---|
| Agenda Item Number: | PP-1. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:** **School Board Policy 4201, Teacher-of-the-Year-and Broward Guild of Teachers**

**REQUESTED ACTION:** **Repeal School Board Policy 4201, Teacher-of-the-Year-and Broward Guild of Teachers. District-wide**

**RATIONALE:**

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcomes(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

**EXHIBITS:**

- Executive Summary
- Policy 4201

**FINANCIAL IMPACT:**

There is no financial impact to the District.

**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: | Dr. Angela R. Fulton | Phone: | 754-321-2100 |
| Name: | Alan Strauss | Phone: | 754-321-3200 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Senior Leader & Title

Dr. Angela R. Fulton, Deputy Superintendent

Signature

Dr. Angela R. Fulton, Deputy Superintendent Feb 9, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

**EXECUTIVE SUMMARY**
**Policy 4201, Teacher-of-the-Year and Broward Guild of Teachers**

**Board Meeting Date:** March 10, 2026

**Requested Action:** Repeal Policy 4201, Teacher-of-the-Year and Broward Guild of Teachers.

**School Board Policy Requirement/Authority:** N/A

**Statutory Requirement/Authority:** F.S. 1001.41

**District-zone Impact:** District-wide

**Impact of the School Board's Vote:**

**- If the School Board votes "Yes":** A yes vote will ensure that School Board Policy 4201, Teacher-of-the-Year and Broward Guild will be repealed.

**- If the School Board votes "No":** A no vote will maintain current policy language until the policy goes through a future rulemaking process for repeal.

**Background/History**
Policy was Board approved on August 15, 1995. The policy provides rules for an organization that no longer exists.

**Alignment to 2027 Goals and Guardrails:** Guardrail 4: Accountability

**Measurable Outcome(s)/Return on Investment:** Policy will become null and void.

**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 | — | — | — | | |

**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

TEACHER-OF-THE-YEAR AND BROWARD GUILD OF TEACHERS

THE SCHOOL BOARD SHALL PARTICIPATE IN THE STATE SPONSORED TEACHER OF THE YEAR (T-O-Y) PROGRAM. THE BOARD SHALL DEVELOP AND SPONSOR A BROWARD COUNTY GUILD OF TEACHERS COMPRISED OF DISTRICT TEACHERS OF THE YEAR. THE PURPOSE OF THE GUILD IS TO MAXIMIZE EDUCATIONAL OPPORTUNITIES FOR ALL STUDENTS, TO INCREASE STUDENT ACHIEVEMENT AND SELF ESTEEM, TO ASSIST OTHER TEACHERS IN ACHIEVING EDUCATIONAL EXCELLENCE, AND TO ASSIST WITH THE SUCCESSFUL IMPLEMENTATION OF INNOVATION ZONES.

AUTHORITY: F.S. 1001.41
Policy Adopted: 8/15/95

**RULES:**

1. The Superintendent shall design a procedure to select the school District's Teacher-of-the-Year. Said procedure shall allow broad input from teachers, parents, business leaders and administrators and shall insure consideration of all applicants regardless of their gender, age, race and ethnicity.

2. The Board shall create a Broward Guild of Teachers (hereinafter known as the Guild). The Guild shall have a charter governing its operation.

    a. The purposes of the Guild are:

        1. To establish a network of learning and instructional pathfinders who may be invited by school improvement teams to discuss specific elements of instructional learning within their respective disciplines. They may serve as "internal consultants";

        2. To provide orientation activities to teachers new to their disciplines;

        3. To serve as demonstration teachers, coaches and facilitators of instructional change;

        4. To be lead teachers for curriculum questions and instruction issues;

        5. To be full participants in planning the annual Teacher-of-the-Year Recognition Event and the "Schools of Excellence Convention" which will showcase the varying kinds of instructional and learning activities that hold promise for increasing student success;

        6. To serve as professional consultants for instructional and learning issues;

        7. To serve as standing representatives on curriculum and textbook selection committees and other committees dealing with Standards of Service issues;

        8. To be the caretaker of a "Living Anthology of Teaching Strategies," a series of videotaped vignettes of classroom practices to improve student achievement; and

        9. To have involvement with certain programmatic initiatives which may surface from partnership programs with institutions of higher education as/or requested through the school improvement process.

    3. Members of the Guild will include Broward County School Board Teachers of the Year. Membership is optional. Other teachers achieving local, state, or national recognition may also be invited to become Guild Members.

**NEW POLICY**

a. The Guild will be governed by an Executive Board, appointed by the Superintendent, with a maximum of seven members. All Executive Board members shall be former District Teachers of the Year. The Executive Board will assist the District in identifying Guild Members that can support District/training research efforts.

b. A Teacher-of-the-Year who is appointed to an administrative position will be designated an Associate Guild Member who may participate in Guild Meetings, serve as an Executive Board Member, but may not vote.

4. The Superintendent shall appoint an administrator to serve as a liaison with the Guild. Said administrator shall be responsible for scheduling Guild meetings, keeping the minutes of the meetings, scheduling training workshops, etc.

5. Guild members may participate in formal training such as:

a. Facilitative Leadership
b. Grant Writing
c. Teaching Methodology
d. Computer and Technology Instruction

6. Release Time

The Superintendent may provide release time for Guild Members serving on the Executive Board to allow for their involvement in District activities.

7. Compensation for Guild Members

Guild Members serving on the Executive Board may be given an annual supplement in recognition of the efforts required pursuant to this policy as determined through collective bargaining.

8. Support for Guild Initiatives

Guild Members may work with the Board's community/business partners to raise funds for student scholarships, teacher mini grants and matching funds for training/educational needs.

9. Information About Guild Membership

The role and responsibilities of the Guild will be provided to all schools in the Teacher-of-the Year Application Packets and again to the automatic and prospective members – and their principals – at the time of application for Guild Membership.

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | PP. Policies |
| **DEPARTMENT:** | South Regional Superintendent |

| | |
|---|---|
| Agenda Item Number: | PP-2. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**School Board Policy 6050, Responsibilities of Substitute Teachers**

**REQUESTED ACTION:**

**Adopt School Board Policy 6050, Responsibilities of Substitute Teachers. District-wide**

**RATIONALE:**

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcomes(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

**EXHIBITS:**

- Executive Summary
- Policy 6050

**FINANCIAL IMPACT:**

There is no financial impact to the District.

**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: | Dr. Angela R. Fulton | Phone: | 754-321-2100 |
| Name: | Alan Strauss | Phone: | 754-321-3200 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Senior Leader & Title

Dr. Angela R. Fulton, Deputy Superintendent

Signature

Dr. Angela R. Fulton, Deputy Superintendent Feb 9, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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**
**Policy 6050, Responsibilities of Substitute Teachers**

**Board Meeting Date:** March 10, 2026

**Requested Action:** Adopt Policy titled, Responsibilities of Substitute Teachers, by approving the proposed revisions to Policy 6050.

**School Board Policy Requirement/Authority:**

**Statutory Requirement/Authority:** Sections 1001.41(1) and (2), 1001.43(2), 1001.42(29), 1012.32, 1012.35, 1012.36,1012.39,120.52(6), 120.54, 120.81(1)(a), Florida Statutes

**District-zone Impact:** District-wide

**Impact of the School Board's Vote:**
**- If the School Board votes "Yes":** A yes vote will ensure that the proposed revisions to School Board Policy 6050, Responsibilities of Substitute Teachers will become effective aligning the policy to current practices.

**- If the School Board votes "No":** A no vote will maintain current policy language which is not consistent with current practices.

**Background/History**
Policy was Board adopted on April 8, 1976, and amended on November 3, 1977 and November 7, 1995. This policy states that school principals are responsible for establishing procedures assigning and utilizing substitute teachers in the schools. Substitutes shall be assigned to classes or courses in accordance with their certification whenever possible.

**Alignment to 2027 Goals and Guardrails:** Guardrail 4: Accountability

**Measurable Outcome(s)/Return on Investment:**
Policy provides clear guidelines for principals on the responsibilities and expectations of substitute teachers.

**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 | — | — | — | | |

**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

# RESPONSIBILITIES FOR USE OF SUBSTITUTE TEACHERS

PRINCIPALS SHALL BE RESPONSIBLE FOR ESTABLISHING PROCEDURES FOR ~~OBTAINING,~~ ASSIGNING AND UTILIZING SUBSTITUTE TEACHERS IN THE SCHOOLS. SUBSTITUTES SHALL BE ASSIGNED TO CLASSES OR COURSES IN ACCORDANCE WITH THEIR CERTIFICATION WHENEVER POSSIBLE.

~~AUTHORITY: F.S. 230.22 (1)(2)~~
~~POLICY ADOPTED: 4/8/76 ;11/3/77 POLICY AMENDED: 11/7/95~~

**RULES:**

~~1. Each principal shall provide substitute teachers with the rules and regulations used in that school such as procedures for emergencies, injury or illness, school evacuation, classroom management, and control of unruly students, and what to do in cases of illness or injury to students.~~

~~2. All substitute teachers shall be reported into the automated sub-finder system.~~

~~Evaluation is essential in order to maintain a roster of trained, effective substitute teachers. Principals or appropriate designee, therefore, shall evaluate substitute teachers whenever the substitute provides less than satisfactory performance. All evaluations shall be signed by the principals and the substitutes thenand be filed with Personnel Services.Human Resources Support Services. Where signatures of substitutes are not obtainable, certified copies shall be mailed to the substitutes.~~

I. Each principal shall provide substitute teachers with the rules and regulations used in that school such as procedures for emergencies, injury or illness, school evacuation, and classroom management.

~~3.~~II. Each substitute shall report each morning to the assigned school office to sign the substitute attendance record and obtain class information and special instructions.

~~4.~~III. Substitute teachers shall complete any forms required by the affected principal.

~~5.~~IV. Each substitute shall assume the student supervision responsibilities of the regular teacher as indicated on the school's duty roster.

~~6.~~V. Substitutes shall be responsible for the accurate reporting of class and homeroom attendance in accordance with the procedures at the assigned school.



**CODING:** Words ~~stricken~~ are deletions; words underlined are additions.

~~I.~~VI. Substitute Teachers shall implement existing plans in a manner that ensures the integrity of academic time and motivates students to learn and participate. ~~Classroom instruction by the substitute teacher shall proceed according to the plans left by the regular teacher.~~ Emergency plans are to be provided by the Principal or Department Head.

VII. Substitute teachers are expected to maintain good classroom control and ~~management~~foster a safe environment for all students.

~~A. .~~

VIII. Substitute teachers may ~~ask~~ seek assistance from neighboring teachers ~~for help or instructions~~ if needed.

Policy Custodian: Teaching & Learning (Learning Communities)

Former Policy Number: 4101

Policy Status: Active

AUTHORITY: Sections ~~F.S. 230.22 (1) (2)~~ 120.52(6), 120.54, 120.81(1)(a) 1001.41(1) and (2), 1001.42(29),1001.43(2), 1012.32, 1012.35,1012.36, and 1012.39, Florida Statutes

~~POLICY~~~~RULES~~ History: Adopted 4/8/76 ~~11/3/77~~ ~~RULES~~ Amended: 11/3/77; 11/7/95



**CODING:** Words ~~stricken~~ are deletions; words underlined are additions.

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | PP. Policies |
| **DEPARTMENT:** | South Regional Superintendent |

| | |
|---|---|
| Agenda Item Number: | PP-3. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:** **School Board Policy 6205, Clubs and Organizations**

**REQUESTED ACTION:** **Repeal School Board Policy 6205, Clubs and Organizations. District-wide**

**RATIONALE:**

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcomes(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

**EXHIBITS:**

- Executive Summary
- Policy 6205

**FINANCIAL IMPACT:**

There is no financial impact to the District.

**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: | Dr. Angela R. Fulton | Phone: | 754-321-2100 |
| Name: | Alan Strauss | Phone: | 754-321-3200 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Senior Leader & Title

Dr. Angela R. Fulton, Deputy Superintendent

Signature

Dr. Angela R. Fulton, Deputy Superintendent Feb 9, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

**EXECUTIVE SUMMARY**
**Policy 6205, Clubs and Organizations**

**Board Meeting Date:** March 10, 2026

**Requested Action:** Repeal Policy 6205, Clubs and Organizations.

**School Board Policy Requirement/Authority:**

**Statutory Requirement/Authority:** F.S. 230.22 (1) (2)

**District-zone Impact:** District-wide

**Impact of the School Board's Vote:**

**- If the School Board votes "Yes":** A yes vote will ensure that School Board Policy 6205, Clubs and Organizations will be repealed.

**- If the School Board votes "No":** A no vote will maintain current policy language that is outdated and does not contain current Florida Statutes.

**Background/History**
Policy was Board approved on February 12, 1970, and amended on September 5, 1974. The policy shares the same title as Policy 5201. Relevant revisions were merged into the revised Policy 6350 (formerly 5201), Clubs and Activities to consolidate related content under a single policy. Repeal eliminates the need for two policies with similar titles and ensures necessary updates to Florida Statutes.

**Alignment to 2027 Goals and Guardrails:** Guardrail 4: Accountability

**Measurable Outcome(s)/Return on Investment:**
The repeal of this policy serves to eliminate the existence of two policies with similar titles, streamlining guidelines and preventing redundancy. Additionally, this action supports necessary updates to Florida Statutes.

**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 | — | — | — | | |

**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

## CLUBS AND ORGANIZATIONS

THE BOARD ENDORSES CLUBS AND OTHER APPROVED SCHOOL GROUPS WHICH ARE ORGANIZED FOR THE PURPOSE OF ENCOURAGING THE INTERESTS AND HOBBIES OF AS MANY BOYS AND GIRLS AS POSSIBLE.

SECRET SOCIETIES OF ANY KIND ARE BANNED FROM PUBLIC SCHOOLS BY FLORIDA STATUTES.

AUTHORITY: F.S. 230.22 (1) (2)
POLICY ADOPTED: 2/12/70 POLICY READOPTED: 9/5/74

## RULES

In order to make the benefits of the organizations available to the largest number of students possible, the Board encourages the establishment of a system which will limit the number of organizations to which a student may belong and/or offices which may be held by any one student.

Membership in these clubs shall be available to all students who qualify. Every student desiring membership in a club must be considered with the teacher sponsor or other faculty members designated by the principal making the final decision.

AUTHORITY: F.S. 230.22 (1) (2)
RULES ADOPTED: 2/12/70 RULES READOPTED: 9/5/74

Status: WITHDRAWN

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | PP. Policies |
| **DEPARTMENT:** | South Regional Superintendent |

| | |
|---|---|
| Agenda Item Number: | PP-4. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**
**School Board Policy 6350, Clubs and Activities**
**REVISED**

**REQUESTED ACTION:**
**Adopt School Board Policy 6350, Clubs and Activities. District-wide**

**RATIONALE:**
For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcomes(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

**EXHIBITS:**

- Executive Summary
- Policy 6350
- Memo to Revise
- Memo to Withdraw

**FINANCIAL IMPACT:**
There is no financial impact to the District.

**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: | Dr. Angela R. Fulton | Phone: | 754-321-2100 |
| Name: | Alan Strauss | Phone: | 754-321-3200 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Senior Leader & Title
Dr. Angela R. Fulton, Deputy Superintendent

Signature
Dr. Angela R. Fulton, Deputy Superintendent Feb 9, 2026
Electronic Signature

Approved in Open Board Meeting On: March 10, 2026

By: _____
School Board Chair

Form $4189 Revised 7/24
HH/JJS

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

**EXECUTIVE SUMMARY**
**Policy 6350, Clubs and Activities**

**Board Meeting Date:** March 10, 2026

**Requested Action:** Adopt Policy titled, Clubs and Activities, by approving the proposed revisions to Policy 6350.

**School Board Policy Requirement/Authority:**

**Statutory Requirement/Authority:** Sections 120.52(6), 120.54, 120.81(1)(a), 1001.41(1) and (2), 1001.43(2), 1001.42(29), 1006.14, 1006.15, 1006.195, and 1014.05, Florida Statutes

**District-zone Impact:** District-wide

**Impact of the School Board's Vote:**
**- If the School Board votes "Yes":** A yes vote will ensure that the proposed revisions to School Board Policy 6350, Clubs and Activities will become effective.

**- If the School Board votes "No":** A no vote on the proposed change will result in the existing policy language remaining in effect. This means that the policy will continue to operate under its current wording, which does not reflect or comply with the updated requirements set forth by the Florida Statutes.

**Background/History**
Policy was Board adopted on November 13, 1969, and amended on September 5, 1974. The revised policy ensures clarity and alignment with state-wide and district-wide references. The policy provides Clubs and Activities guidance regarding student eligibility, disciplinary requirements, and requirement of parental notice, per Florida Statutes.

**Alignment to 2027 Goals and Guardrails:** Guardrail 4: Accountability

**Measurable Outcome(s)/Return on Investment:** The revisions to the policy strengthens the standards and guidelines per Florida Statutes.

**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 | — | — | — | | |

**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

~~5201~~ ~~5201~~

# Policy No. 6350

## CLUBS AND ~~ORGANIZATIONS~~ACTIVITIES

ORGANIZATION OF CLUBS AND GROUPS WHOSE PURPOSES CONFORM TO THE ~~PHILOSOPHIES AND~~ POLICIES OF THE SCHOOL SHALL BE ENCOURAGED. SUCH CLUBS AND GROUPS SHALL COMPLY WITH SCHOOL BOARD POLICIES AND FLORIDA LAW.~~FUNCTION UNDER THE AUTHORITY OF THE PRINCIPAL~~.
~~AUTHORITY: F.S. 230.22 (1) (2)~~
~~POLICY ADOPTED: 11/13/69 POLICY READOPTED: 9/5/74~~

**RULES:**

~~Elementary Schools~~

~~Organization of clubs varies in the elementary schools of Broward County. Some clubs are sponsored by community organizations; such as Gray-Y, Garden Club, 4-H Clubs, Cub Scouts, and Brownies. Each club shall have a teacher or parent advisor and sponsor when applicable or desirable. Activities offered the schools by outside organizations should be carefully examined as to the value of such activities to the total instructional program with the final decision left to the discretion of the principal.~~

~~Secondary Schools~~

~~Organization of clubs and groups within a school shall be encouraged. All such clubs and groups, including those sponsored by outside clubs or activities, shall be subject to the following provisions:~~

~~I.~~ ~~Organization shall be effected only upon prior approval of~~ The principal shall approve the ~~organization~~ activities of clubs and groups, which shall function under the principal's supervision and authority.~~.~~

II. A definite purpose shall be established through the adoption of a constitution and bylaws which conform to the policies ~~and philosophy~~ of the S~~s~~chool Board.~~ and which shall be an integral part of the total educational program~~.

a. ~~The principal or his/her delegated representative shall supervise and have final authority over all activities of such organizations.~~Each school club or ~~organization~~ activities must have a school sponsor approved by the principal, or designee. A ~~faculty~~ staff sponsor shall be present at all meetings.

III. Participation in school clubs and ~~organizations~~ activities shall be available to all students who elect to participate and who meet eligibility standards. However, participation in these activities is a privilege, not a right.

IV. Any participation dues shall be reasonable and not prohibitive. All funds ~~relating to~~


**CODING:** Words ~~stricken~~ are deletions; words underlined are additions.

~~such~~accruing to school clubs and ~~organizations~~ activities shall be deposited in the internal account of the school ~~to be disbursed only upon prior approval of the principal~~.

V. Off-site campus meetings or activities must have prior approval of the principal.

Participation ~~on the part of middle and senior high school students in fraternities and/or secret societies is contrary to Florida State Law and shall be banned.~~in a fraternity, sorority, or other secret society, whose membership is comprised in whole or in part of students enrolled in any public K-12 school, is prohibited.

VIII. Parents shall be informed about the nature and purpose of curricular and extra-curricular clubs and activities at their child's school.

~~Each school organization must have a school sponsor appointed by the principal and responsible to him/her. Club or school activity meetings may not be held without the presence of the sponsor or another faculty representative. Off- campus meetings or activities must have prior approval of the principal.~~

Policy Custodian: Teaching & Learning (Learning Communities)
Former Policy Number: 5201
Policy Status: Active
Authority: ~~F.S. 230.22 (1) (2)~~ Sections 120.52(6), 120.54, 120.81(1)(a), 1001.41(1) and (2), 1001.43(2), 1001.42(29), 1006.14, 1006.15, 1006.195, and 1014.05, Florida Statutes

~~RULES~~ History: ~~ADOPTED~~Adopted 11/13/69 ~~AMENDED~~ Amended ~~RULES APPROVED~~: 9/5/74


**CODING:** Words ~~stricken~~ are deletions; words underlined are additions.

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

March 5, 2026

TO: School Board Members

FROM: John J. Sullivan
Chief of Staff and Communications Officer

VIA: Dr. Howard Hepburn
Superintendent of Schools

SUBJECT: **REQUEST TO REVISE PP-4, SCHOOL BOARD POLICY 6350, CLUBS AND ACTIVITIES, FOR THE MARCH 10, 2026, REGULAR SCHOOL BOARD MEETING**

Attached is a revision for PP-4, School Board Policy 6350, Clubs and Activities, for the March 10, 2026, Regular School Board Meeting

Rule II. (a)- This amendment implements guidance provided by the School Board during the March 3, 2026, School Board Workshop, clarifying that a principal-approved sponsor must be present at each club or activity meeting and that the sponsor is not required to be a District or school staff member.

HH/JJS
Attachment(s)

c: Senior Leadership Team

REVISED

**Policy No. 6350**
**CLUBS AND ~~ORGANIZATIONS~~ACTIVITIES**

ORGANIZATION OF CLUBS AND GROUPS WHOSE PURPOSES CONFORM TO THE ~~PHILOSOPHIES AND~~ POLICIES OF THE SCHOOL SHALL BE ENCOURAGED. SUCH CLUBS AND GROUPS SHALL COMPLY WITH SCHOOL BOARD POLICIES AND FLORIDA LAW.~~FUNCTION UNDER THE AUTHORITY OF THE PRINCIPAL~~
~~AUTHORITY: F.S. 230.22 (1) (2)~~
~~POLICY ADOPTED: 11/13/69~~ ~~POLICY READOPTED: 9/5/74~~
**RULES:**

I. The principal shall approve the activities of clubs and groups, which shall function under the principal's supervision and authority.~~.~~

II. A definite purpose shall be established through the adoption of a constitution and bylaws which conform to the policies ~~and philosophy~~ of the Sschool Board. ~~and which shall be an integral part of the total educational program~~

a. ~~The principal or his/her delegated representative shall supervise and have final authority over all activities of such organizations.~~Each school club or activities must have a ~~school~~ sponsor approved by the principal, or designee. ~~A staff~~ The approved sponsor shall be present at all meetings.

III. Participation in school clubs and activities shall be available to all students who elect to participate and who meet eligibility standards. However, participation in these activities is a privilege, not a right.

IV. Any participation dues shall be reasonable and not prohibitive. All funds ~~relating to such~~accruing to school clubs and activities shall be deposited in the internal account of the school ~~to be disbursed only upon prior approval of the principal~~.

V. Off-site campus meetings or activities must have prior approval of the principal.

VII. Participation ~~on the part of middle and senior high school students in fraternities and/or secret societies is contrary to Florida State Law and shall be banned.~~in a fraternity, sorority, or other secret society, whose membership is comprised in whole or in part of students enrolled in any public K-12 school, is prohibited.Parents shall be informed about the nature and purpose of curricular and extra-curricular clubs and activities at their child's school.

VIII. ~~Each school organization must have a school sponsor appointed by the~~

**CODING:** Words ~~stricken~~ are deletions; words underlined are additions.

~~principal and responsible to him/her. Club or school activity meetings may not be held without the presence of the sponsor or another faculty representative. Off-campus meetings or activities must have prior approval of the principal.~~

Policy Custodian: Teaching & Learning (Learning Communities)
Former Policy Number: 5201
Policy Status: Active
Authority: ~~F.S. 230.22 (1) (2)~~ Sections 120.52(6), 120.54, 120.81(1)(a), 1001.41(1) and (2), 1001.43(2), 1001.42(29), 1006.14, 1006.15, 1006.195, and 1014.05, Florida Statutes

~~RULES~~ History: ~~ADOPTED~~Adopted 11/13/69 ~~AMENDED~~ Amended~~RULES APPROVED~~: 9/5/74; 3/10/26

**CODING:** Words ~~stricken~~ are deletions; words underlined are additions.

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

Month 9, 2026

TO: School Board Members

FROM: John J. Sullivan
Chief of Staff and Communications Officer

VIA: Dr. Howard Hepburn
Superintendent of Schools

`SUBJECT: **WITHDRAWAL OF PP-4, SCHOOL BOARD POLICY 6350, CLUBS AND ACTIVITIES, FOR THE MARCH 10, 2026, REGULAR SCHOOL BOARD MEETING**

Please withdraw PP-4, School Board Policy 6350, Clubs and Activities, for the March 10, 2026, Regular School Board Meeting.

HH/JJS

c: Senior Leadership Team

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | PP. Policies |
| **DEPARTMENT:** | South Regional Superintendent |

| | |
|---|---|
| Agenda Item Number: | PP-5. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:** **School Board Policy 6380, Supply Fees - Expendable Supplies**

**REQUESTED ACTION:** **Adopt the revisions to Policy 6380, Supply Fees - Expendable Supplies. District-wide**

**RATIONALE:**

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcomes(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

**EXHIBITS:**

- Executive Summary
- Policy 6380

**FINANCIAL IMPACT:**

There is no financial impact to the District.

**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: | Dr. Angela R. Fulton | Phone: | 754-321-2100 |
| Name: | Alan Strauss | Phone: | 754-321-3200 |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Senior Leader & Title

Dr. Angela R. Fulton, Deputy Superintendent

Signature

Dr. Angela R. Fulton, Deputy Superintendent Feb 9, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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**
**Policy 6380, Supply Fees – Expendable Supplies**

**Board Meeting Date:** March 10, 2026

**Requested Action:** Adopt the revisions to Policy 6380, Supply Fees – Expendable Supplies, by approving revisions to Florida Statutes and the reformatting of the policy.

**School Board Policy Requirement/Authority:**

**Statutory Requirement/Authority:** Sections120.52(6), 120.54, 120.81(1)(a), 1001.41(1) and (2), 1001.42(29), 1001.43(2)(e), Florida Statutes

**District-zone Impact:** District-wide

**Impact of the School Board's Vote:**
**- If the School Board votes "Yes":** A yes vote will ensure that the proposed revisions to School Board Policy 6380, Supply Fees – Expendable Supplies will become effective.

**- If the School Board votes "No":** A no vote will keep current policy language, which does not align with existing Florida Statutes.

**Background/History**
Policy was Board adopted on September 5, 1974, and amended on April 26, 2005. The policy prevents schools from requiring students to pay any fees or charges as a condition for attending classes, participating in class activities, or earning grades or credit.

**Alignment to 2027 Goals and Guardrails:** Guardrail 4: Accountability

**Measurable Outcome(s)/Return on Investment:** The revision to the policy ensures authority to be consistent with current Florida Statutes.

**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 | — | — | — | | |

**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

~~6.3~~ **Policy No. 6380**

## SUPPLY FEES – EXPENDABLE SUPPLIES

NO FEE OR CHARGE MAY BE REQUIRED OF ANY STUDENT AS A CONDITION OF ATTENDANCE AND PARTICIPATION FOR GRADES OR CREDIT IN ANY CLASS. PRINCIPALS MAY REQUEST THAT STUDENTS VOLUNTARILY PURCHASE CERTAIN ITEMS OR VOLUNTARILY PAY TO PARTICIPATE IN AN ACTIVITY WHICH MAY AID IN LEARNING.

~~I.~~ **RULE:~~Rule~~**

I. Requests for money for supply fees for the purchase of supply items or participation in an activity must be in writing and must contain four required disclosures.
   a. No penalty of any type will be imposed against the student based on failure to pay;
   b. No student shall be denied the right to participate based on failure to pay;
   c. The principal may forego a planned activity or use of a particular item based upon the collection of insufficient funds to cover the cost of the item or activity; and
   d. This request is for a voluntary payment.

Policy Custodian: [~~Name of Department/Office~~ Teaching & Learning (Learning Communities)]
Former Policy Number: 6.3
Policy Status [Active/Inactive]: Active
Authority: ~~F.S. §§~~Sections 120.52(6), 120.54, 120.81(1)(a), 1001.41(1) and (2), 1001.42(29), 1001.43(2)(e), Florida Statutes
~~[Case Law (if applicable)]~~
History: Adopted~~:~~ 9/5/74; /Amended ~~[Date]~~4/26/05





**CODING:** Words ~~stricken~~ are deletions; words underlined are additions.

Status: ADDITIONAL INFORMATION

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | RR. Resolutions |
| **DEPARTMENT:** | Chief of Staff/CommunicationsÂ |

| | |
|---|---|
| Agenda Item Number: | RR-1. |
| 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 ADDITIONAL INFORMATION**

**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:**

Additional Information Memo

**FINANCIAL IMPACT:**

To be determined after further analysis by the District's Finance Department, including review of projected taxable property values, millage assumptions, and allocation categories aligned with prior referendum authorizations.

**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: March 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

March 3, 2026

TO: School Board Members

FROM: John J. Sullivan
Chief of Staff and Communications Officer

VIA: Dr. Howard Hepburn
Superintendent of Schools

SUBJECT: **ADDITIONAL INFORMATION FOR RR-1, RESOLUTION NO. 26-130 CALLING FOR A REFERENDUM TO BE HELD ON NOVEMBER 3, 2026, FOR THE MARCH 10, 2026, REGULAR SCHOOL BOARD MEETING**

Attached is additional information regarding RR-1, Resolution No. 26-130 Calling for a Referendum to be Held on November 3, 2026, for the March 10, 2026, Regular School Board Meeting.

This item is being re-released to include additional supporting documents. An Executive Summary providing an overview and explanation of the proposed referendum, along with Resolution No. 26-130 for the School Board's consideration, have now been added as attachments to ensure the Board has complete information for its review.

HH/JJS:al

For more information, please contact:

Name: John J. Sullivan
Title: Chief of Staff and Communications Officer
Phone: 754-321-2616

**EXECUTIVE SUMMARY**

Resolution No. 26-130 Calling for a Referendum to be Held on November 3, 2026

**Board Meeting Date: March 10, 2026**

**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.

**School Board Policy Requirement/Authority:**

**Statutory Requirement/Authority:** Sections 1011.71(9) and 1011.73, Florida Statutes

**District-zone Impact:** District-wide

**Impact of the School Board's Vote:**
**- If the School Board votes "Yes":** Approval of this resolution will authorize the placement of a referendum question on the November 3, 2026, ballot seeking to allow voters to consider approval of the continuation of the District's current 1.0 mill operating levy for up to four (4) years beginning January 1, 2027, through December 31, 2030. If approved by voters, this levy would be used to fund authorized expenditures for the fiscal years commencing July 1, 2027, through the conclusion of the 2030-2031 fiscal year ending June 30, 2031, to support school safety and security staffing and mental health professionals, increase compensation to recruit and retain teachers and school-based and support staff, and fund other essential instruction-related expenditures to preserve programs for the benefit of all traditional public and charter schools.
**- If the School Board votes "No":** If the resolution is not approved, the School Board will not be able to proceed with submitting the referendum question to voters for renewal of operating millage following the expiration of the current voter-approved levy at the end of the 2026–2027 school year. As a result, the District will experience a significant loss of funding for critical safety, mental health, compensation, and instructional support needs that the District has identified as ongoing priorities due to continued inadequacies in state funding

for operating expenses.

**Background/History**

On August 23, 2022, Broward County voters approved the renewal (*2018*) and increase of a 1.0 mill operating referendum to support essential District priorities. Beginning with the 2023–2024 school year, charter schools were included and receive their proportionate share of referendum proceeds. The referendum was approved to support three primary areas: recruiting and retaining high-quality teachers and staff through compensation supplements; strengthening safe and secure learning environments through school safety and security personnel, programs, and related supports; and enhancing student support services, including mental health and wellness resources.

The School Board subsequently allocated the funds as follows: 75 percent toward compensation to recruit and retain instructional and staff; 17 percent for school safety and security personnel and related supports; and 8 percent to enhance student support programs and services, including mental health and wellness resources. All compensation allocations were subject to collective bargaining. Consistent with prior referendum guidance, funds are used exclusively for voter-authorized purposes. Amounts not expended by fiscal year-end remain available for future referendum-eligible costs and continue to be directed through School Board action and the adopted budget. Staff will request direction from the Board regarding the use of any rollover funds once year-end closing has been completed.

The District continues to manage rising operating costs driven by inflation, health care expenses, and workforce market pressures that outpace growth in state funding. As a result, locally approved operating millage remains an important component of maintaining competitive compensation, safe learning environments, and student support services. The District currently levies a voter-approved 1.0 mill operating referendum; however, that levy is scheduled to expire at the conclusion of the 2026–2027 school year. Without renewal, the expiration would create a significant reduction in recurring operating resources that support staffing, school safety, and student services.

In response, this resolution requests that a referendum be held on November 3, 2026, to allow voters to consider approval of the continuation of the District's current 1.0 mill operating levy for up to four (4) fiscal years beginning July 1, 2027. The one (1) mill levy of ad valorem taxes for operating expenses shall

commence January 1, 2027, and shall remain in full force and effect for four (4) years ending December 31, 2030, unless repealed or reduced prior to that time by resolution of the School Board, which repeal or reduction may be effectuated without referendum. Notwithstanding the foregoing, such collections shall be used to fund authorized expenditures for the fiscal years commencing July 1, 2027, through the conclusion of the 2030-2031 fiscal year ending June 30, 2031.

This measure would extend locally approved funding that supports teacher and school-based and support staff compensation, safe and secure learning environments, and student support services. The request is authorized pursuant to Sections 1011.71(9) and 1011.73, Florida Statutes, which permit school boards to levy ad valorem taxes for school operational purposes, including charter schools sponsored by the district, subject to voter approval.

**Alignment to 2027 Goals and Guardrails:**
Business Operations

**Measurable Outcome(s)/Return on Investment:**
If approved by voters, the referendum would provide a stable and predictable operating revenue source dedicated to maintaining and expanding core District priorities, including: (1) enhanced school safety and security staffing, (2) strengthened mental health supports, (3) improved employee recruitment and retention through compensation investment, and (4) preservation of essential instructional programs impacting student success.

Additionally, the School Board will strengthen transparency and accountability associated with referendum expenditures by requiring monthly reports of receipts and expenditures and promptly posting such reports on the School Board's website for public inspection.

**Financial Impact:**
The precise financial impact of the proposed referendum will be determined following additional analysis by the District's Finance Department. Staff are currently evaluating applicable variables, including projected taxable property values, millage assumptions, and allocation categories consistent with prior referendum authorizations.

If approved by voters, the continuation of the 1.0 mill operating levy would provide recurring local revenue to support voter-authorized purposes, including instructional and school-based and support staff compensation, school safety and security personnel and related supports, and student support services such as mental health and wellness resources.

Estimated revenue projections and proposed allocation breakdowns will be presented to the School Board at a future meeting once the analysis is complete.

| ACTION | DATE | Budgeted in Current FY Yes/No | Funding Source (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 |

**Impact on Schools:** Approval of the referendum renewal will directly benefit District schools by sustaining and enhancing resources required to support safe learning environments, mental health services, teacher and school-based and support staff stability, and essential instruction-related expenditures. This funding is intended to preserve important programs and services for the benefit of all traditional public and charter schools within Broward County Public Schools.

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**RESOLUTION NO. 26-130**

**A RESOLUTION OF THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, CALLING FOR A REFERENDUM TO BE HELD ON NOVEMBER 3, 2026, FOR THE PURPOSE OF SUBMITTING TO THE DULY QUALIFIED ELECTORS OF THE SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA A QUESTION REGARDING A LEVY OF AD-VALOREM TAXES FOR OPERATING PURPOSES; TO PROVIDE FUNDING FOR SCHOOL SAFETY AND SECURITY STAFFING AND MENTAL HEALTH PROFESSIONALS; TO INCREASE COMPENSATION TO RECRUIT AND RETAIN TEACHERS AND ELIGIBLE STAFF; AND TO FUND OTHER ESSENTIAL INSTRUCTION RELATED EXPENDITURES TO PRESERVE IMPORTANT PROGRAMS FOR THE BENEFIT OF TRADITIONAL PUBLIC AND CHARTER SCHOOLS; PROVIDING FOR PROPER NOTICE OF SUCH REFERENDUM; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the School District of Broward County, Florida (the "District") has experienced insufficient funding from the Florida Legislature in the current and prior fiscal years to adequately support its normal operating expenses, particularly in light of Broward County's rising cost of living; and

WHEREAS, the District currently levies a voter-approved ad valorem tax of one (1) mill for operating expenses, which tax levy will expire on December 31, 2026; and

WHEREAS, The School Board of Broward County, Florida (the "School Board") anticipates further decreases in State funding for operating expenses; and

WHEREAS, the District has experienced shortfalls in funding to recruit and retain teachers and pre-kindergarten through adult instructional personnel, paraprofessionals, food service employees, and bus drivers and assistants, even with the current ad valorem tax; and

WHEREAS, the District has increased needs to provide safety, security and mental health professionals at schools throughout the District, for which existing funding, including the current voter approved ad valorem tax, is inadequate; and

WHEREAS, in general the State's funding formula does not permit the use of capital funds for operating expenses; provided, however, Section 1011.71(9) and Section 1011.73, Florida Statutes (2025), authorize the imposition by school boards of a levy of ad valorem taxes for up to four (4) years for "school operational purposes", including charter schools sponsored by a school district, subject to approval by the electors of the county voting in a referendum; and

WHEREAS, if such ad-valorem tax levy is approved to commence upon expiration of the current one mill ad valorem tax levy, the School Board will provide funding for the purposes described above to traditional public and charter schools throughout the District, will require

monthly reports on all receipts and expenditures in connection with such levy and will promptly post such reports on the School Board's website for public inspection.

NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA:

Section 1. Levy of Ad Valorem Taxes for Operating Expenses. Pursuant to the provisions of Section 1011.71(9), Florida Statutes (2021), there is hereby levied and imposed a one (1) mill ad-valorem tax for operating expenses to enhance funding for school safety and security staffing and mental health professionals, to provide funding to recruit and retain teachers and eligible staff, and to fund other essential instruction related expenses to preserve important programs for the benefit of traditional public and charter schools.

Section 2. Term of Levy. The one (1) mill levy of ad valorem taxes for operating expenses shall commence January 1, 2027, and shall remain in full force and effect for four (4) years ending December 31, 2030, unless repealed or reduced prior to that time by resolution of the School Board, which repeal or reduction may be effectuated without referendum.

Notwithstanding the foregoing, such collections shall be used to fund authorized expenditures for the fiscal years commencing July 1, 2027, through the conclusion of the 2030-2031 fiscal year ending June 30, 2031.

Section 3. Referendum. The School Board hereby requests a referendum to be held throughout Broward County, Florida, on the first Tuesday in November, which is November 3, 2026, for the purpose of submitting to the duly qualified electors of Broward County the question set forth herein. The School Board hereby directs the Broward County Board of County Commissioners (i) to approve the date for the referendum and (ii) to direct the Broward County Supervisor of Elections to place on the ballot the statement contained in the "Notice of Election" set forth in Section 4, below, and to conduct said election pursuant to the provisions of the election laws of the State of Florida. The vote at said referendum shall be by the voting devices provided by the Supervisor of Elections for the general election, as approved by the Florida Department of State pursuant to Chapter 101, Florida Statutes, and in each polling place there shall be at least one such device.

Section 4. Notice of Election. Notice of said election shall be given by publication in a newspaper of general circulation throughout Broward County, Florida. Such publication shall be made at least twice, once in the fifth week and once in the third week prior to the week of November 3, 2026, the first publication to be not less than 30 days prior to the date of the referendum. Such notice shall be substantially in the following form together with such additional information as the Supervisor of Elections of Broward County, Florida shall require:

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**NOTICE OF ELECTION**

NOTICE IS HEREBY GIVEN THAT AN ELECTION HAS BEEN CALLED BY THE SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA FROM 7:00 A.M. UNTIL 7:00 P.M. ON TUESDAY, THE 3RD DAY OF NOVEMBER 2026, AT WHICH TIME THERE SHALL BE SUBMITTED TO THE DULY QUALIFIED ELECTORS OF SAID DISTRICT THE FOLLOWING QUESTION:

**Funding School Safety and Essential Educational Related Expenditures through a One Mill Property Tax Levy**

To enhance school safety and mental health services, recruit and retain highly qualified teachers and essential employees, improve student achievement, and support critical school operations, shall the School Board of Broward County continue to levy a one-mill ad valorem property tax from January 1, 2027, through December 31, 2030, to fund school safety officers, mental health services, increased compensation for teachers, school-based and support staff, and essential instructional programs for public and charter schools?

**_____ Yes** **_____No**

IN ACCORDANCE WITH THE CONSTITUTION AND THE ELECTION LAWS OF THE STATE OF FLORIDA, ALL DULY QUALIFIED ELECTORS OF BROWARD COUNTY, FLORIDA SHALL BE ENTITLED TO VOTE IN THE ELECTION TO WHICH THIS NOTICE PERTAINS.

IF THE QUESTION SHALL BE APPROVED BY VOTE OF A MAJORITY OF THE DULY QUALIFIED ELECTORS OF BROWARD COUNTY, FLORIDA VOTING THEREON, THE SCHOOL BOARD SHALL CONTINUE LEVYING A ONE-MILL AD VALOREM OPERATING TAX TO PROVIDE FUNDING FOR: (i) SCHOOL SAFETY AND SECURITY STAFFING AND MENTAL HEALTH PROFESSIONALS, (ii) INCREASING COMPENSATION TO RECRUIT AND RETAIN TEACHERS AND ELIGIBLE 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 (4) FISCAL YEARS.

Section 5. Official Ballot. The official ballot to be used in the election to be held on November 3, 2026, shall be in full compliance with the laws of the State of Florida and shall be substantially in the following form:

OFFICIAL BALLOT

**Funding School Safety and Essential Educational Related Expenditures through a One Mill Property Tax Levy**

To enhance school safety and mental health services, recruit and retain highly qualified teachers and essential employees, improve student achievement, and support critical school operations, shall the School Board of Broward County continue to levy a one-mill ad valorem property tax from January 1, 2027, through December 31, 2030, to fund school safety officers, mental health services,

increased compensation for teachers, school-based and support staff, and essential instructional programs for public and charter schools?

**_____ Yes** **_____No**

If the question shall be approved by vote of a majority of the duly qualified electors of Broward County, Florida, voting thereon, the School Board shall continue levying a one-mill ad valorem operating tax to provide funding for (i) school safety and security staffing and mental health professionals, (ii) increasing compensation to recruit and retain teachers and eligible staff and (iii) essential instruction related expenses to preserve important programs, for the benefit of all traditional public and charter schools for a period of four (4) fiscal years.

Section 6. Time and Place of Referendum. The polls will be open at the voting places on the date of such referendum from 7:00 A.M. until 7:00 P.M. All qualified electors residing within the District shall be entitled and permitted to vote at such referendum on the proposition provided below. The referendum shall be held at the polling places provided for the general election in Broward County, Florida and the inspectors and clerks shall be those appointed and qualified for the general election in Broward County, Florida by the Supervisor of Elections. The inspectors and clerks at each polling place and the Supervisor of Elections shall canvass the vote and make due returns of same without delay to the Board. Such returns shall show, separately, the number of qualified electors who voted at such election on such question and the number of votes cast respectively for and against approval of such question. The returns of the inspectors and clerks shall, as soon as practicable after the close of the polls, be canvassed by the Supervisor of Elections, who shall declare and certify the results of such referendum.

Section 7. Absentee Voting. Absentee electors participating in said referendum shall be entitled to cast their ballots in accordance with the provisions of the laws of the State of Florida with respect to absentee voting, which shall have printed thereon the question hereinabove set forth, with proper place for voting either "Yes" or "No" following the statement of the question aforesaid.

Section 8. Voter Registration Books. The Supervisor of Elections is hereby authorized and requested to furnish to the inspectors and clerks at each place where the votes are to be cast in such referendum, applicable portions of the registration books or certified copies thereof showing the names of the qualified electors residing in the District.

Section 9. Statutory References. All statutory references herein shall be too said statutes as they exist on the date of adoption of this Resolution and as they may be from time to time amended or renumbered, except to the extent contractual commitments would preclude application of a subsequent statutory revision or repeal.

Section 10. Severability. It is declared to be the intent of the School Board that, if any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 11. Conflict. Any resolution or part thereof in conflict with this Resolution or any part hereof is hereby repealed to the extent of the conflict.

Section 12. Effective Date. Sections 1 through 2 of this Resolution shall be effective upon approval by a majority of votes cast by qualified electors in the referendum provided for herein and the remaining sections of this Resolution shall be effective immediately upon its adoption.

Approved by The School Board of Broward County, Florida this 10th day of March 2026.

[SEAL]

_____
Sarah Leonardi
Chair
The School Board of Broward County, Florida

Attest:

_____
Dr. Howard Hepburn
Secretary
The School Board of Broward County, Florida

Status: SPECIAL ORDER

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-03-10 | Regular School Board Meeting |
| **CATEGORY:** | RR. Resolutions |
| **DEPARTMENT:** | Innovative Learning |

| | |
|---|---|
| Agenda Item Number: | RR-2. |
| Consent or Open Item: | Open |
| Special Order: | YES |
| Time for Special Order: | 10:45 A.M. |

**TITLE:**

**Resolution No. 26-132 in Support of Broward County Public Schools Advancing Education Powered by Artificial Intelligence (AI)**

**REQUESTED ACTION:**

**Adopt Resolution No. 26-132 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, Financial Impact, and Rationale, please see the Executive Summary,

**EXHIBITS:**

- Executive Summary
- Resolution No. 26-132

**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: | 754-321-0000 |
| 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 Mar 5, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 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. 26-132 in Support of Broward County Public Schools Advancing Education Powered by Artificial Intelligence (AI)

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**Board Meeting Date:** March 10, 2026

**Requested Action:** Adopt Resolution No. 26-132 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. 26-132 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. 26-132 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, Broward County Public Schools 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:
754-321-2009

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)**

*March 10, 2026*

**NO: *26-132***

**WHEREAS**, The School Board of Broward County, Florida (SBBC) recognizes the transformative potential of Artificial Intelligence (AI) to enhance teaching, learning, and operational efficiency across the district; and

**WHEREAS**, SBBC 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**, SBBC 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**, SBBC 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**, SBBC 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**, SBBC 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**, SBBC 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**, SBBC 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 Broward County Public Schools' (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 March 2026.

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

APPROVE:_____
Sarah Leonardi, Chair

ATTEST:_____
Dr. Howard Hepburn, Superintendent of Schools